



**AGENDA**  
**JULY 18, 2017**  
**LAVON CITY COUNCIL**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**REGULAR MEETING –PUBLIC HEARING**  
**WORK SESSION**  
**6:00 P.M.**

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

**2. PLEDGE OF ALLEGIANCE AND INVOCATION**

**3. WORK SESSION – BUDGET**

Discussion of the current budget for Fiscal Year (FY) 2016-17, financial status update, budget calendar and proposed budget for FY 2017-18.

**4. CITIZENS COMMENTS**

Citizens, who wish to address the Council and who have not previously expressed to the Council or staff a desire to discuss such matters, may discuss matters not on the agenda. The Council response can only be to request the items to be placed on a future agenda for consideration.

**5. ITEMS OF INTEREST/COMMUNICATIONS**

*Members have the opportunity to notify others of community events, functions and other activities.*

**6. PRESENTATION**

A. Presentation of 2016 Financial Statements and Independent Audit Report  
Conway Company CPAs, PC.

B. Camp “9-1-1”

**7. CONSENT AGENDA**

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

A. Approve the Minutes of the June 20, 2017 Meeting.

B. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 06/30/2017 and authorize the payment of invoices included therein.

**8. PUBLIC HEARING**

**PUBLIC HEARING** to receive comments regarding the petition of the owner of certain property to voluntarily annex 41.8 acres in the Drury Anglin Survey, Abstract No. 2, (Collin County CAD ID #s 2653997, 2087762 and 2507840), generally located southwest of the intersection of FM 2755 and CR 483 and regarding the annexation of the adjacent county road and right-of-way into the City of Lavon.

**9. STAFF REPORTS**

*The City Council may receive and discuss the reports.*

A. Police Department – 1) Police Department statistics - July 2017, 2) Chief’s recent training and 3) plans to phase out holding cells.

B. Fire Department – 1) Texas Commission on Fire Protection certification, 2) July 4<sup>th</sup> Fireworks enforcement activity, 3) SE Collin County Coalition EMS Response Times and 4) proposed amendment to outdoor burn regulations.

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- C. Public Works Department – 1) General public works and street maintenance report including mowing and trash collection, 2) TxDOT projects report, 3) preparation for Bently Farms road improvement project, 4) sewer system maintenance, 5) code enforcement activities and 6) facilities maintenance.
- D. Administration – 1) Financial Outlook, 2) Building Permits Report and 3) May 2017 Recycling Services summary.

## **10. ITEMS FOR CONSIDERATION**

- A. Discussion and action regarding the Preliminary Plat of the Crestridge Meadows addition – submitted by Rockwall Retail Investors, LLC.
- B. Discussion and action regarding Resolution No. 2017-07-01 approving and authorizing the Mayor to execute a Right-of-Way License Agreement with Mobilitie LLC for a facility on Mustang Court.
- C. Discussion and action regarding Resolution No. 2017-07-02 approving and authorizing the Mayor to enter into a Professional Services Agreement with Freeman-Millican, Inc. for general engineering consultation services.
- D. Discussion and action regarding Resolution No. 2017-07-03 authorizing the Mayor to execute Task Order #1 pursuant to a Professional Services Agreement with Freeman-Millican, Inc. for services relating to the development of a Storm Sewer Map for an amount not to exceed \$4,200.00.
- E. Discussion and action regarding Resolution No. 2017-07-04 approving and authorizing the Mayor to execute a Professional Services Agreement with Lee Roberts Inspection Services for plan review and building inspection services.
- F. Discussion and action regarding Ordinance No. 2017-07-01 to amend Ordinance No. 2011-07-01 Code Of Regulations, Codified as Title 3, “Administration”, Subtitle 5, “Ethics”, Chapter 1, “Legislative Branch Rules of Order and Procedure”, Section 3.5.1.13 “Notice of Meetings” to revise posting specifications; providing a cumulative, repealer and a severability clause; and providing an effective date.
- G. Discussion and action regarding board and commission appointments – Lavon Economic Development Corporation Board of Directors and Reinvestment Zone #1 (TIF) Board of Directors.

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

Council Members and staff may request items be placed on a future agenda or request a special meeting.

## **12. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING**

- 1. Notice is hereby given that members of the Lavon Economic Development Corporation Board, Lavon Planning and Zoning Commission, Parks and Recreation Board, and Reinvestment Zone #1 (TIF) Board of Directors may be in attendance at the Lavon City Council Meeting.
- 2. The Council may vote and/or act upon each of the items listed in this Agenda except for discussion items.
- 3. The Council 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.

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This is to certify that this Agenda was duly posted on the glass of the front door of the City Hall, facing the outside, the City's website at [www.cityoflavon.com](http://www.cityoflavon.com) and on the City Hall bulletin board, on or before 6:00 PM on July 14, 2017.



Kim Dobbs, City Administrator | City Secretary

Removed from posting: \_\_\_\_\_

Signed \_\_\_\_\_



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 3**

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**Item:**

**BUDGET WORK SESSION**

1. Budget Planning Calendar
2. Graphic Representation FY 16-17 – General Fund Revenue and Expenditures
3. Comparison of Cities Tax Rates in Collin County FY 16-17
4. Exemptions – 2017 Cities – Collin County Taxing Entities
5. Year to Date Worksheet



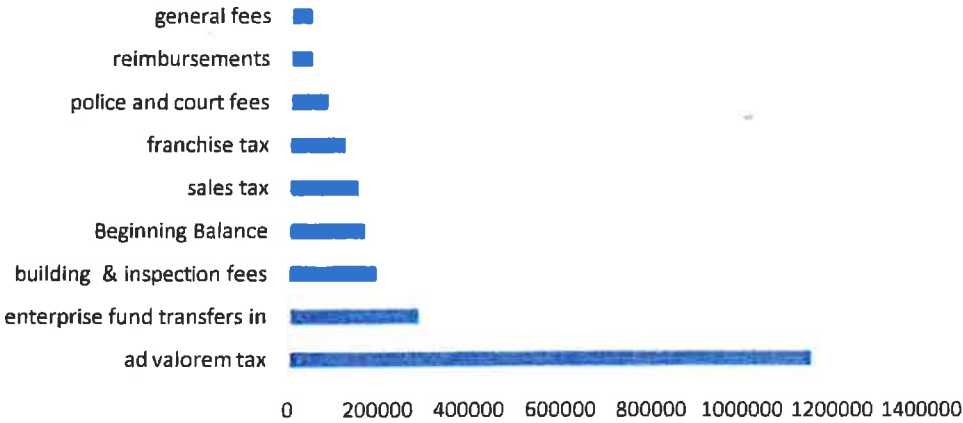


City of Lavon  
Budget Planning Calendar  
2017-2018

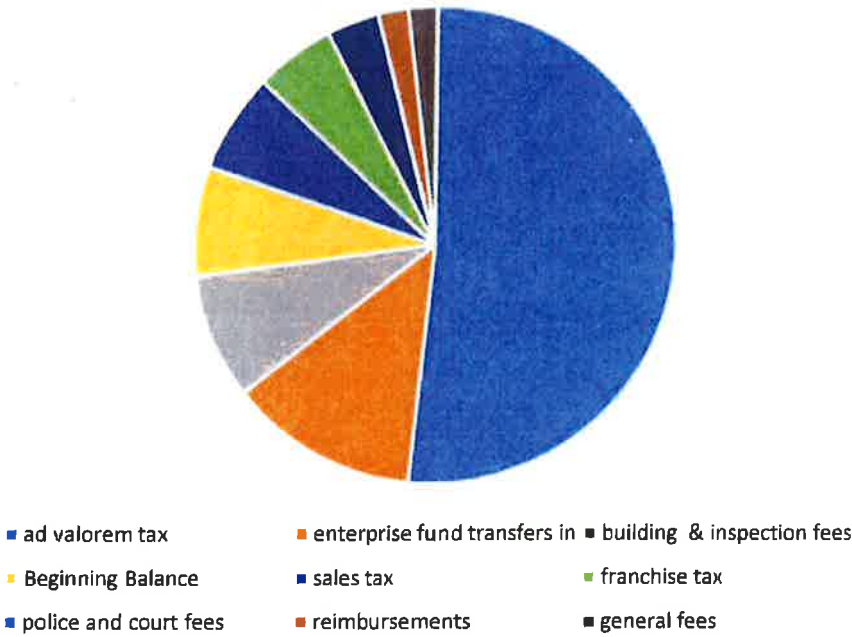
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<u>May-Jun</u>	Department Directors work on budget projections and packets
<u>June 20</u>	FY 2016-17 Budget Review with City Council Set Budget Work Session dates
<u>July 18</u>	Budget Work Session
<u>July 26</u>	Deadline for the appraisal district to certify values to taxing units
<u>July 26</u>	Begin the calculation of effective and rollback tax rates.
<u>July 28</u>	Post agenda for meeting to discuss proposed tax rate
<u>Aug 1</u>	Budget Work Session - City Council meeting to discuss the tax rate. If the proposed rate is <u>equal to or lower than</u> the calculated effective and rollback rate, publish form 50-818 prior to September 1 <sup>st</sup> and schedule required hearings/meetings and adopt proposed rate. If the proposed rate will <u>exceed</u> the effective or rollback rate (whichever is lower), schedule 2 required public hearings and the adoption of the tax rate. Publish form 50-819 to include those dates prior to September 1 <sup>st</sup> .
<u>Aug 3</u>	Notify Collin County of proposed tax rate
<u>Aug 15</u>	City Council - Budget Work Session
<u>Aug 18</u>	Deadline to post proposed budget on website File with City Secretary office
<u>Aug 18</u>	Submit newspaper notice of public hearing – proposed budget to local newspaper
<u>Aug 25</u>	Notice of public hearing – proposed budget in local newspaper
<u>Aug 29</u>	<i>Optional Special Meeting</i> City Council - Budget Work Session
<u>Sept 1</u>	Post agenda for meeting
<u>Sept 5</u>	<b>Public Hearing on proposed budget</b> <b>Schedule and announce</b> the meeting date (9/19) to adopt tax rate
<u>Sept 15</u>	Post agenda for meeting
<u>Sept 19</u>	<b>City Council Meeting to adopt:</b> <b>Proposed Tax Rate</b> <b>Proposed Budget</b>
<u>Sept 21</u>	Send information to Collin County

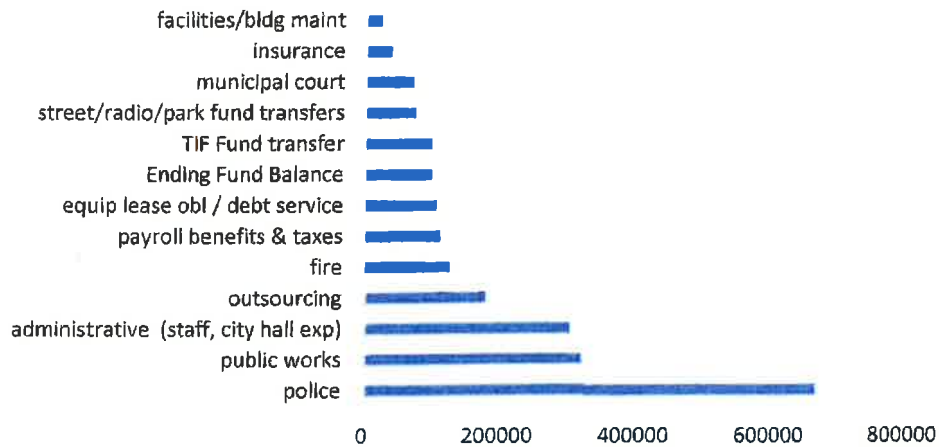
# Revenue - General Fund



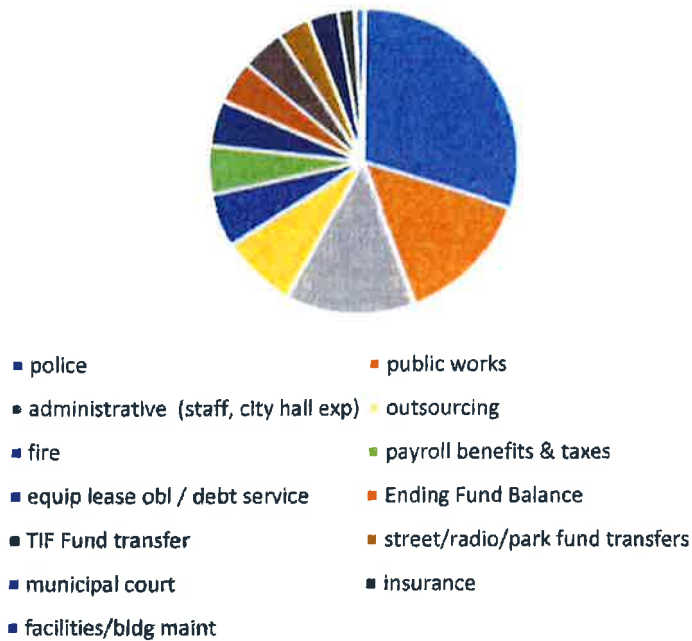
# Revenue - General Fund



## Expenditures - General Fund



## Expenditures - General Fund



# COLLIN COUNTY CITIES - TAX RATES

FY 16-17

Listed highest to lowest total rate - cities w paid police depts

Entity	Total Rate	M & O Rate	I & S Rate
Wylie City (CWY)	0.8489	0.623399	0.225501
Farmersville City (CFC)	0.787564	0.401957	0.385607
Dallas City (CDA)	0.7825	0.5601	0.2224
Sachse City (CSA)	0.757279	0.562	0.195279
Garland City (CGA)	0.7046	0.394	0.3106
Princeton City (CPN)	0.68989	0.459509	0.230381
Royse City (CRY)	0.6771	0.46	0.2171
Celina City (CCL)	0.645	0.423269	0.221731
Anna City (CAN)	0.629	0.506582	0.122418
Richardson City (CRC)	0.62516	0.37031	0.25485
Van Alstyne City (CVA)	0.612639	0.474792	0.137847
Melissa City (CML)	0.61	0.462173	0.147827
Carrollton City (CCR)	0.6037	0.425787	0.177913
Josephine City (CJO)	0.58	0.58	0
McKinney City (CMC)	0.573	0.401769	0.171231
Allen City (CAL)	0.52	0.396273	0.123727
Prosper Town (CPR)	0.52	0.3675	0.1525
Murphy City (CMR)	0.51	0.327749	0.182251
Plano City (CPL)	0.4786	0.3556	0.123
Lavon City (CLA)	0.4557	0.4253	0.0304
Frisco City (CFR)	0.45	0.294052	0.155948
Parker City (CPK)	0.365984	0.299719	0.066265
Fairview Town (CFV)	0.359999	0.227856	0.132143

Cities without paid police depts

Entity	Total Rate	M & O Rate	I & S Rate
Blue Ridge City (CBL)	0.538648	0.538648	0
St. Paul Town (CSP)	0.369	0.369	0
Weston City (CWS)	0.36	0.36	0
Lucas City (CLU)	0.317948	0.230371	0.087577
Lowry Crossing City (CLC)	0.229536	0.229536	0
New Hope Town (CNH)	0.196	0.196	0
Nevada City (CNV)	0.191153	0.191153	0

# CONFIRMATION OF EXEMPTIONS



Please find your entity on the attached chart and verify that your exemptions "have" or "have not" changed.  
Highlight your entity and type an "X" in "No Change" or "Changes" Then date and type initials for confirmation.  
Please send a copy of your new ordinance for any changes.

Please email to Karen Thier at: [kthier@collincountytx.gov](mailto:kthier@collincountytx.gov)

2017 CONFIRMED EXEMPTIONS						No Change	Changes	Date	Initial
Entity Name	H.S.	OA65	DP	Freeport	Ceiling				
City of Allen		\$50,000	\$25,000	Yes	No				
Allen Independent School District	\$25,000	\$10,000	\$10,000	Yes	Yes				
City of Anna		\$30,000		Yes	No				
Anna Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
City of Blue Ridge		\$10,000	\$10,000	No	No				
Blue Ridge Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
City of Celina		\$30,000	\$30,000	Yes	No				
Celina Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
Collin College		\$30,000	\$20,000	Yes	Yes				
Collin County	5% - 5,000 min	\$30,000	\$20,000	Yes	Yes				
Collin County WCID #3		\$0	\$0	No	No				
Community Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
Town of Fairview		\$60,000	\$60,000	No	No				
City of Farmersville		\$10,000	\$20,000	Yes	No				
Farmersville Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
City of Frisco <i>7 1/2 5K</i>		\$70,000	\$70,000	Yes	No				
Frisco Independent School District	\$25,000	\$10,000	\$10,000						
City of Josephine		\$10,000	\$10,000	Yes	Yes				
City of Lavon	1% 10,000 min	\$20,000	\$20,000	No	No	X		6/27/2017	kgd
Lovejoy Independent School District	\$25,000	\$14,000	\$10,000	No	Yes				
City of Lowry Crossing		\$15,000	\$15,000	No	No				
City of Lucas	8% - 5,000 min	\$50,000	\$50,000	No	Yes				
City of McKinney		\$50,000	\$50,000	Yes	No				
McKinney Independent School District	\$25,000	\$10,000	\$10,000	Yes	Yes				
City of Melissa		\$10,000	\$10,000	Yes	No				
Melissa Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
City of Murphy		\$50,000	\$50,000	No	No				
City of Nevada		\$10,000		No	No				
Town of New Hope		\$50,000	\$50,000	No	No				
City of Parker		\$30,000		No	No				
City of Plano	20%	\$40,000	\$40,000	Yes	Yes				
Plano Independent School District	\$25,000	\$10,000	\$10,000	Yes	Yes				
City of Princeton		\$25,000	\$25,000	No	Yes				
Princeton Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
Town of Prosper	7.5% 5,000 min	\$10,000	\$3,000	No	Yes				
Prosper Independent School District	\$25,000	\$10,000	\$10,000	No	Yes				
Seis Lagos W.D.	20% 5,000 min	\$25,000	\$25,000	No	No				
Town of St. Paul		\$40,000		No	No				
City of Weston		\$20,000	\$20,000	No	Yes				
City of Wylie		\$30,000	\$30,000	Yes	Yes				
Wylie Independent School District	\$25,000	\$10,000	\$10,000	Yes	Yes				

ON THIS CHART: Freeport --- Yes, means have adopted the **Freeport Exemption**  
Ceiling --- Yes, means have adopted the **Over 65 Freeze Ceiling**

Account				FY 2016-2017 Projected TOTAL	FY 2016-2017 Budget	NOTES
			<b>Ordinary Income/Expense</b>			
			<b>Income</b>			
			<b>Utility Income Transfer</b>			
10	1200		<b>Solid Waste Fund Transfer</b>	168,000.00	168,000.00	
10	1201		<b>Sanitary Sewer Fund Trans</b>	120,000.00	120,000.00	
			<b>Total Utility Income</b>	288,000.00	288,000.00	
			<b>Judicial Branch</b>			
10	1301		<b>Court Fees</b>	3,383.10	2,800.00	
			<b>Total Judicial Branch</b>	3,383.10	2,800.00	
			<b>Legislative Branch</b>			
10	1400		<b>Administrative Fee</b>	18,000.00	18,000.00	
10	1401		<b>Banking Interest</b>	641.00	641.00	
10	1403		<b>Late Fees</b>	20,000.00	20,000.00	
10	1404		<b>Photocopies</b>	50.00	50.00	
10	1406		<b>Return of Equity Insurance</b>	730.00	730.00	
10	1410		<b>Community Center/Pavillion Rents</b>	10,579.00	4,500.00	
10	1408		<b>Restitution</b>	4,750.00	4,750.00	
			<b>Total Legislative Branch</b>	54,750.00	48,671.00	
			<b>Operations Division</b>			
10	3675		<b>EDC Reimb - Tax Note</b>	13,866.00	13,866.00	
10	1500		<b>Food Service Inspection Permits</b>	3,875.00	3,875.00	
10	1501		<b>General Permit Fees</b>	35,000.00	35,000.00	
10	1502		<b>New Building Permit Fees</b>	150,000.00	150,000.00	
10	1503		<b>OSSF Permit Fees</b>	2,000.00	2,000.00	
10	1504		<b>PD Fines / Fees</b>	90,000.00	70,000.00	
10	1505		<b>PD Warrant Fines / Fees</b>	5,000.00	7,000.00	
10	1506		<b>Sale of Property</b>	21.00	0.00	
10	1508		<b>PD SRO</b>	21,000.00	26,620.00	
			<b>Total Operations Division</b>	320,762.00	308,361.00	
			<b>Prior Year Carryover</b>			
10	1570		<b>Unenc FY 15-16 Funds</b>	216,193.00	165,631.00	
			<b>Total Carryover</b>	216,193.00	165,631.00	
			<b>Taxes</b>			
10	1600		<b>Franchise Tax</b>	120,000.00	120,000.00	
10	1601		<b>Property Tax</b>	1,162,134.70	1,152,484.00	
10	1602		<b>Sales &amp; Use Tax</b>	150,000.00	150,000.00	
			<b>Total Taxes</b>	1,432,134.70	1,422,484.00	
			<b>Total Income</b>	2,315,222.80	2,235,947.00	
			<b>Expense</b>			
			<b>Judicial Branch</b>			
20	6001		<b>Credit Card Fees</b>	2,775.00	1,775.00	
20	6006		<b>Jury Panel</b>	150.00	150.00	
20	6007		<b>Health Insurance</b>	7,535.82	7,530.00	
20	6250		<b>Office Supplies</b>	2,000.00	2,000.00	
20	6300		<b>Payroll - Municipal Court Staff</b>	56,718.51	51,238.00	10
20	6302		<b>Payroll - Judge</b>	3,500.00	3,500.00	



Account				FY 2016-2017 Projected TOTAL	FY 2016-2017 Budget	NOTES
20	6303		Payroll - Prosecutor	3,500.00	3,500.00	
20	6400		Postal Fees	450.00	450.00	
20	6800		Training	1,000.00	1,000.00	
			Total Judicial Branch	77,629.33	71,143.00	
			Administration			
30	6010		Advertising & Notices	4,147.81	4,000.00	
30	6015		Building Supplies	2,000.00	2,000.00	
30	6021		Cell Phone - Staff	942.60	1,977.00	
30	6060		Computer (Server/Software)	2,000.00	4,000.00	
30	6070		Cleaning	5,640.00	5,640.00	
30	6080		CPA	2,250.00	2,250.00	
30	6100		Dues & Fees	2,200.00	2,000.00	
30	6081		Drinking Water/Gatorade All	1,000.00	1,000.00	
30	6101		Elections	11,000.00	12,000.00	
30	6103		Health Insurance	29,480.46	30,120.00	
30	6251		Office Furniture	1,000.00	1,000.00	
30	6250		Office Supplies	3,750.00	3,750.00	
30	6065		Council Events	650.00	650.00	
30	6252		Office Equipment	3,500.00	3,500.00	
30	6300		Payroll - Admin Staff	187,895.53	180,676.00	
30	6324		Comm Center Events Coord	7,459.00	5,000.00	
30	6104		Community Events	5,000.00	5,000.00	
30	6011		Automobile Allowance	2,400.00	2,400.00	
30	6400		Postal Fees	250.00	250.00	
30	6415		Records Storage	1,400.00	1,400.00	
30	6500		Website	6,882.84	17,000.00	
30	6800		Training	3,000.00	3,000.00	
30	7000		Electric	5,000.00	5,000.00	
30	7002		Natural Gas	3,500.00	3,500.00	
30	7003		Telephone	6,200.00	6,200.00	
30	7004		Water	750.00	750.00	
			Total Administration	299,298.24	304,063.00	
			Operations Division			
			Fire Services			
40	5010		Computer/IT/Printer	4,513.00	4,225.00	
40	6130		Lifepac 12 Heart Monitor	2,100.00	4,500.00	
40	6131		Body Armor/Helmet/EMS PK	2,100.00	1,750.00	
40	5007		City Radio/Antenna/Install	500.00	750.00	
40	6250		FD Office Supplies	636.14	800.00	
40	6261		Travel/Conferences/Meals	1,350.00	1,350.00	
40	6145		Office Furniture	500.00	500.00	
40	5002		Asset Tags/Metal	377.90	500.00	
40	6147		Postal Fees	49.00	125.00	
40	6120		Internet/Wifi/Sat	722.16	1,200.00	
40	6148		PPE/Bunker gear	3,500.00	3,500.00	
40	5000		ALS medical Supplies	800.00	1,000.00	
40	6002		Apparatus Upgrades/Repairs	5,000.00	5,000.00	

Account				FY 2016-2017 Projected TOTAL	FY 2016-2017 Budget	NOTES
40	6209		Cell Phone	848.52	900.00	
40	6002		Equipment Maint and Repair	500.00	500.00	
40	6201		Fire Hose	3,500.00	3,500.00	
40	6010		Fuel	5,200.00	4,000.00	
40	6101		Fire Marshal Dues & Fees	600.00	600.00	
40	6205		Payroll - Fire/Safety Manager	62,061.84	60,000.00	
40	6206		Health Insurance	7,530.00	7,530.00	
40	6204		NFPA Pump/Ladder E2	450.00	450.00	
40	6207		PT Personnel Stipend	22,800.00	21,150.00	
40	6200		Safety Fire Equipment	300.00	300.00	
40	6208		Uniforms/Graphics	800.00	1,000.00	
40	7004		Telephone	148.00	500.00	
40	7000		Electric	3,200.00	2,000.00	
40	7001		Natural Gas	759.34	800.00	
40	7002		Water	450.00	450.00	
			<b>Total Fire Service</b>	<b>131,295.90</b>	<b>128,880.00</b>	
			<b>Police Department</b>			
40	6015		Audio Visual	1,500.00	1,800.00	
40	6019		Ballistic Helmet	5,070.00	5,400.00	
40	6018		Body Armor	2,500.00	4,500.00	
40	6021		Cell Phone Staff	7,220.57	7,600.00	
40	6050		Child Abuse Interlocal	1,500.00	1,500.00	
40	6055		Cleaning	4,150.00	4,200.00	
40	6061		Computers	9,500.00	4,000.00	
40	6070		Crime Prevention	1,800.00	1,800.00	
40	6071		Database Services	400.00	400.00	
40	6072		Dispatch	24,998.00	24,998.00	
40	6102		Due & Fees	400.00	600.00	
40	6140		Emergency Equipment	3,000.00	3,000.00	
40	6141		Explorer Post Program	1,500.00	2,500.00	
40	6143		Health Insurance	54,714.38	67,770.00	
40	6150		Inmate Boarding	550.00	900.00	
40	6146		Travel/Meals	500.00	500.00	
40	6160		Mobile Internet	3,171.32	3,000.00	
40	6252		Office Equipment	700.00	700.00	
40	6253		Office Supplies	2,500.00	2,500.00	
40	6255		Patrol Rifle	900.00	1,200.00	
40	6300		Payroll - Police Services	454,402.64	450,129.00	
40	6350		Police Equipment Mtn.	1,500.00	2,500.00	
40	6400		Postal Fees	600.00	400.00	
40	6451		Radio	2,000.00	6,000.00	
40	6453		Report Management	3,500.00	3,500.00	
40	6452		School Resource Expenses	150.00	500.00	
40	6501		Software	3,000.00	2,000.00	
40	6502		TLETS Management	9,500.00	9,500.00	
40	6801		Training	4,500.00	5,500.00	
40	6850		Uniform	4,000.00	6,000.00	



Account				FY 2016-2017 Projected TOTAL	FY 2016-2017 Budget	NOTES
40	6900		Vehicle Cleaning	425.00	350.00	
40	6903		Vehicle Fuel	18,000.00	18,000.00	
40	6904		Vehicle Mtnc.	10,000.00	10,000.00	
40	6950		Vests	2,750.00	3,000.00	
40	7025		Electric	5,000.00	5,000.00	
40	7027		Telephone	6,800.00	7,000.00	
40	7028		Water	400.00	400.00	
			<b>Total Police Department</b>	<b>653,101.91</b>	<b>668,647.00</b>	
			<b>Public Works</b>			
40	5980		Audio Visual	300.00	300.00	
40	5985		Bear Creek/Eagle Pond Imp	1,000.00	4,000.00	
40	6051		Building Inspector	37,000.00	37,000.00	
40	6022		Cell Phone - Staff	2,400.00	2,400.00	
40	6104		Code Enforcement	1,000.00	1,000.00	
40	6106		Computer Equip	2,000.00	2,000.00	
40	6105		Food Service Inspector	2,500.00	2,500.00	
40	6155		Grounds Mtnc	10,500.00	6,500.00	
40	6156		Heavy Equipment Mtnc	7,000.00	7,000.00	
40	6151		Insurance Claims	-14,273.26	-	
40	6914		Lightbars	2,600.00	2,600.00	
40	6265		Travel/Conferences/Meals	500.00	500.00	
40	6267		MS4 Supplies	2,000.00	2,000.00	
40	6270		Office Supplies	1,000.00	1,000.00	
40	6260		Health Insurance	22,589.91	22,590.00	
40	6302		Payroll - Public Works	97,400.35	95,285.00	
40	6306		Payroll - Seasonal Part-time	2,000.00	6,000.00	
40	6545		Postal Fees	1,000.00	1,000.00	
40	6550		Signage	12,000.00	14,000.00	
40	6700		State OSSF Fees	300.00	300.00	
40	6701		Street Lights	42,000.00	44,000.00	
40	6702		Street Repair/Mtnc	20,000.00	20,000.00	
40	6749		Mosquito Spraying	12,000.00	12,000.00	
40	6750		Tools	7,000.00	7,000.00	
40	6802		Training	4,500.00	6,500.00	
40	6851		Uniform	2,000.00	2,000.00	
40	6905		Vehicle Fuel	5,500.00	6,500.00	
40	6906		Vehicle Mtnc.	4,000.00	4,000.00	
40	6901		PW Facility Rental	7,800.00	7,800.00	
40	6912		Fire Extinguishers	600.00	600.00	
40	6911		Boom Lift Rental	3,000.00	3,000.00	
			<b>Total Public Works</b>	<b>299,217.00</b>	<b>321,375.00</b>	
			<b>Other Expenses</b>			
			<b>Multi-year Commitments</b>			
50	8011		Copier Maint Contract	2,800.00	2,800.00	
90	8650		EDC Tax Note	13,866.00	13,866.00	
50	8009		Fire Engine 2013 Spartan	22,502.00	22,502.00	
50	8020		Fire Marshal Vehicle	13,138.00	13,138.00	

Account			FY 2016-2017 Projected TOTAL	FY 2016-2017 Budget	NOTES
50	8013	Office Machine Contract	646.01	575.00	
50	8015	Tractor	9,000.00	9,000.00	
50	8016	Radio Lease/Purchase	0.00	-	
50		Tractor/Mower/Bush Hog	4,963.00	4,963.00	
50		PW - 3/4 Dodge 2 of 4	6,400.00	6,400.00	
50		PD - 2016 Ram 2 of 3	16,693.00	16,693.00	
50		PD - 2016 Ford Explorer 2 of 3	18,042.00	18,042.00	
		<b>Total Debt Service</b>	<b>108,050.01</b>	<b>107,979.00</b>	
		<b>Facilities</b>			
50	8100	Building Mtnc - City Hall	11,000.00	12,000.00	
50	8101	Building Mtnc - EM Svcs.	11,000.00	12,000.00	
		<b>Total Facilities</b>	<b>22,000.00</b>	<b>24,000.00</b>	
		<b>Dedicated Funds</b>			
50	8200	TIF Fund	112,000.00	100,000.00	
50	8207	Phase 2 Radio upgrade	20,000.00	20,000.00	
50	8208	Sports Cmpx Grt Mtch Transfer	28,500.00	20,000.00	
50	8203	Resv/ Unassigned Fund	100,324.00	100,324.00	
50	8204	Street Fund Transfer	34,000.00	35,000.00	
		<b>Total Dedicated Funds</b>	<b>294,824.00</b>	<b>275,324.00</b>	
		<b>Insurance</b>			
50	8300	Auto Liability	7,296.00	7,296.00	
50	8301	Auto Phys. Damage	2,600.00	4,198.00	
50	8302	Errors & Omissions	1,745.00	1,745.00	
50	8303	General Liability	770.04	697.00	
50	8305	Law Enforcement Liability	7,101.96	5,652.00	
50	8306	Mobil Equipment	282.00	310.00	
50	8307	Real & Personal Property	2,975.04	1,812.00	
50	8308	Workers Compensation	18,061.00	18,061.00	
		<b>Total Insurance</b>	<b>40,831.04</b>	<b>39,771.00</b>	
		<b>Outsourcing</b>			
50	8400	Ambulance Service	13,522.00	13,522.00	
50	8401	Animal Control	9,350.00	9,350.00	
50	8402	Auditor	14,500.00	14,500.00	
50	8403	Central Appraisal District	7,243.00	7,243.00	
50	8404	City Civil Attorney	30,000.00	30,000.00	
50	8405	City Engineer	10,000.00	10,000.00	
50	8415	Codification	9,395.00	9,395.00	
50	8414	Consulting/Prof Service	3,540.00	2,445.00	
50	8416	Drainage Project - Prelim Eng	32,000.00	32,000.00	
50	8406	Surety	200.00	200.00	
50	8407	Information Technologies	20,000.00	20,000.00	
50	8411	MS4 Permitting Consultant	25,000.00	25,000.00	
50	8408	Tax Assessor & Collector	1,300.00	1,300.00	
50	8409	TIF Administrator	4,000.00	4,000.00	
50	9410	Shredding Services	1,300.00	1,300.00	
		<b>Total Outsourcing</b>	<b>181,350.00</b>	<b>180,255.00</b>	
		<b>Payroll Taxes</b>			

Account					FY 2016-2017 Projected TOTAL	FY 2016-2017 Budget	NOTES
50	8500			FICA	52,720.00	52,720.00	
50	8501			Medicare	12,330.00	12,330.00	
50	8502			Retirement - City Portion	45,960.00	45,960.00	
50	8503			SUTA	3,500.00	3,500.00	
				<b>Total Payroll Taxes</b>	<b>114,510.00</b>	<b>114,510.00</b>	
				<b>Total Expenses</b>	<b>2,222,107.43</b>	<b>2,235,947.00</b>	



Minutes  
June 20, 2017  
City of Lavon City Council  
Lavon City Hall, 120 School Rd., Lavon, TX  
Regular Meeting-Public Hearing  
Work Session-Executive Session

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ATTENDING: CHUCK TESKE, MAYOR  
VICKI SANSON, PLACE 1  
KAY WRIGHT, PLACE 3  
MATT CHILDERS, MAYOR PRO TEM, PLACE 4

ABSENT: DONNIE SPRADLIN, PLACE 2  
MINDI SERKLAND, PLACE 5

1. **MAYOR TESKE CALLED THE MEETING TO ORDER AT 7:02 P.M. AND ANNOUNCED A QUORUM PRESENT.**
2. **MAYOR TESKE LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND DELIVERED THE INVOCATION.**

3. **CITIZENS COMMENTS**

There were none.

4. **ITEMS OF INTEREST/CITY COUNCIL COMMUNICATIONS**

- July 4 – Pancake Breakfast at Rest Area on Hwy 78 in front of the Lakeview Cemetery. Mayor Teske informed the council that Charlie Allen has secured an authentic cannon to be at the event.
- July 11 – CAMP “9-1-1” – Half day camp for incoming 3<sup>rd</sup> - 5<sup>th</sup> graders on emergency preparedness.

5. **PRESENTATION**

A. Mayor Teske presented Corporal Rodney Sneed with a plaque of appreciation for his service to the citizens of Lavon.

6. **CONSENT AGENDA**

- A. **Approve the Minutes of the May 16, 2017 Meeting.**
- B. **Approve the Minutes of the May 23, 2017 Meeting.**
- C. **Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 05/31/2017 and authorize the payment of invoices included therein.**

**MOTION: APPROVE THE CONSENT AGENDA, AS PRESENTED.**

**MOTION MADE:** WRIGHT

**SECONDED:** SANSON

**APPROVED:** UNANIMOUS

Absent: SPRADLIN, SERKLAND

7. **STAFF REPORTS**

- A. **Police Department.** Police Chief Mike Jones provided a report regarding: 1) Police Department statistics May 2016 through May 2017 and 2) staffing updates: Officer Thomas Aaron has been

promoted to Sergeant and Officer Carissa Vargas- Flournoy will be working with the crime prevention program.

- B. Fire Department.** Chief Jones provided a report for Jon Scott regarding: 1) all fire apparatus recently passed inspection, 2) department participation in the Extreme Green Event and 3) the NVFD response to a recent fatality accident on SH 205; Chief Jones commended Scott for taking command of the accident scene to secure the safety of motorists and responders and he also commended the firefighters for their professionalism.
- C. Public Works Department.** Director of Public Works Sonny Mancias provided a report regarding: 1) general public works and street maintenance including mowing and trash collection, 2) the completion of epoxy coating of scheduled manholes, 3) anticipated presentation of a storm drainage mapping project to council by the July 18<sup>th</sup> meeting, 4) Extreme Green event recap and 5) staff update.
- D. Administration.** Ms. Dobbs provided a report regarding: 1) Financial Outlook, 2) Building Permits Report and 3) Recycling Services summary, 4) Monthly Tax Collection Report, 5) Sales tax report and article, and 6) Transportation Presentation.

## **8. ITEMS FOR CONSIDERATION**

- A. Discussion and action regarding Ordinance No. 2017-06-01 annexing the hereinafter described territory consisting of 75.249 acres of land in the Drury Anglin Survey A-002, generally located on the east side of CR 484 south of Traditions at Grand Heritage West, in Collin County, Texas and approximately 1.0 acre of land consisting of the portion of Collin County Road 484 that abuts the property previously described and the right-of-way adjacent thereto into the City of Lavon, Texas, and extending the boundary limits of said City so as to include the described property within the City Limits, and granting to all the inhabitants of the property all the rights and privileges of other citizens and binding the inhabitants by all of the Ordinances, Resolutions, Acts and Regulations of the City; Adopting a Service Plan; Finding and determining that all requirements for annexation including public hearings, notices and open meetings have been met according to law; Providing instructions for filing this Ordinance and for correcting the Official Map and boundaries of said City; Providing severability and cumulative clauses; and providing an effective date.**

**MOTION: APPROVE ORDINANCE NO. 2017-06-01 ANNEXING THE HEREINAFTER DESCRIBED TERRITORY CONSISTING OF 75.249 ACRES OF LAND IN THE DRURY ANGLIN SURVEY A-002, GENERALLY LOCATED ON THE EAST SIDE OF CR 484 SOUTH OF TRADITIONS AT GRAND HERITAGE WEST, IN COLLIN COUNTY, TEXAS AND APPROXIMATELY 1.0 ACRE OF LAND CONSISTING OF THE PORTION OF COLLIN COUNTY ROAD 484 THAT ABUTS THE PROPERTY PREVIOUSLY DESCRIBED AND THE RIGHT-OF-WAY ADJACENT THERETO INTO THE CITY OF LAVON, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**MOTION MADE: CHILDERS**

**SECONDED: WRIGHT**

**APPROVED: UNANIMOUS**

**Absent: SPRADLIN, SERKLAND**

- B. Discussion and action regarding Ordinance No. 2017-06-02 annexing the hereinafter described territory consisting of 5.1 acres of land in the Drury Anglin Survey A-002 adjacent to and south of Main Street/McClendon Rd., adjacent to and west of 501A and 501B Lincoln Ave. in Collin County, Texas (Collin County CAD ID# 1250005) into the City of Lavon, Texas, and extending the boundary limits of said City so as to include the described property within the City Limits, and granting to all the inhabitants of the property all the rights and privileges of other citizens and binding the inhabitants by all of the Ordinances, Resolutions, Acts and Regulations of the City; Adopting a Service Plan; Finding and determining that all requirements for annexation including public hearings, notices and open meetings have been met according to law; Providing instructions for filing this Ordinance and for correcting the Official Map and boundaries of said City; Providing severability and cumulative clauses; and providing an effective date.**

**MOTION: APPROVE ORDINANCE NO. 2017-06-02 ANNEXING THE HEREINAFTER DESCRIBED TERRITORY CONSISTING OF 5.1 ACRES OF LAND IN THE DRURY ANGLIN SURVEY A-002 ADJACENT TO AND SOUTH OF MAIN STREET/MCCLENDON RD., ADJACENT TO AND WEST OF 501A AND 501B LINCOLN AVE. IN COLLIN COUNTY, TEXAS (COLLIN COUNTY CAD ID# 1250005) INTO THE CITY OF LAVON, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**MOTION MADE: SANSON**

**SECONDED: WRIGHT**

**APPROVED: UNANIMOUS**

**Absent: SPRADLIN, SERKLAND**

- C. Discussion and action regarding Resolution No. 2017-06-01 granting a petition of the owner of certain property to annex 41.8 acres in the Drury Anglin Survey, Abstract No. 2 adjacent to the eastern boundary of the City abutting FM 2755 and County Road 483 into the City of Lavon, proposing the annexation of the adjacent FM road and county road and right-of-way, finding of public interest for an annexation that surrounds an area, setting dates, times and places for public hearings regarding the proposed annexation, and authorizing and directing the publication of notice of such public hearings.**

Ms. Dobbs presented information about the petition and pointed out that according to the annexation calendar included in the packet a special meeting would be required during the week of August 21 so that the public hearings could be conducted at regular meeting dates and the institution of proceedings could comply with the state law providing for annexation timelines.

**MOTION: APPROVE RESOLUTION NO. 2017-06-01 GRANTING A PETITION OF THE OWNER OF CERTAIN PROPERTY TO ANNEX 41.8 ACRES IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 ADJACENT TO THE EASTERN BOUNDARY OF THE CITY ABUTTING FM 2755 AND COUNTY ROAD 483 INTO THE CITY OF LAVON, PROPOSING THE ANNEXATION OF THE ADJACENT FM ROAD AND COUNTY ROAD AND RIGHT-OF-WAY, FINDING OF PUBLIC INTEREST FOR AN ANNEXATION THAT SURROUNDS AN AREA, SETTING DATES, TIMES AND PLACES FOR PUBLIC**

**HEARINGS REGARDING THE PROPOSED ANNEXATION, AND AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICE OF SUCH PUBLIC HEARINGS.**

**MOTION MADE:** WRIGHT  
**SECONDED:** SANSON  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

- D. Discussion and action regarding Resolution No. 2017-06-02 authorizing an amendment to the contract with Community Waste Disposal (CWD) for the collection, hauling and disposal of municipal solid waste to approve a market adjustment to rates charged; providing an effective date.**

**MOTION: APPROVE RESOLUTION NO. 2017-06-02 AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH COMMUNITY WASTE DISPOSAL (CWD) FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE TO APPROVE A MARKET ADJUSTMENT TO RATES CHARGED; PROVIDING AN EFFECTIVE DATE.**

**MOTION MADE:** WRIGHT  
**SECONDED:** CHILDERS  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

- E. Discussion and action regarding acceptance of Geren Drive, Phase 1.**

**MOTION: ACCEPT THE GEREN DRIVE PHASE 1 PUBLIC INFRASTRUCTURE ROAD IMPROVEMENTS.**

**MOTION MADE:** CHILDERS  
**SECONDED:** SANSON  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

- F. Discussion and action regarding Resolution No. 2017-06-03 authorizing the Mayor to implement employee group health insurance, dental and vision insurance programs.**

**MOTION: APPROVE RESOLUTION NO. 2017-06-03 AUTHORIZING THE MAYOR TO IMPLEMENT EMPLOYEE GROUP HEALTH INSURANCE, DENTAL AND VISION INSURANCE PROGRAMS.**

**MOTION MADE:** SANSON  
**SECONDED:** WRIGHT  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

- G. Discussion and action regarding board and commission appointments – Lavon Economic Development Corporation Board of Directors and Planning & Zoning Commission.**

**MOTION: APPROVE THE REAPPOINTMENT OF BRAD TIEGS – PLACE 1, CYNTHIA COKER – PLACE 3, DAVID ROSENQUIST – PLACE 5 AND VICKI SANSON – COUNCIL LIAISON TO THE PLANNING AND ZONING COMMISSION FOR TERMS TO EXPIRE JUNE 30, 2019 RESPECTIVELY.**

**MOTION MADE:** TESKE  
**SECONDED:** CHILDERS  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

## **9. ZONING CASE - PUBLIC HEARING**

**PUBLIC HEARING** to consider and take action regarding the application of Tom Moon, applicant, for a zoning change from Agricultural (A) zoning district to Planned Development (PD) for residential uses consisting of 274 lots on 75.249 acres of land situated in the Drury Anglin Survey, A-2, (CCAD parcel ID #s 2117877 and 2087761) east of and in the vicinity of the 10700 block of CR 484, Lavon, Collin County, TX, such property referenced as Crestridge Meadows.

### **A. Presentation of request.**

Craig Renfro, Rockwall Retail Investors, LLC presented the zoning application and provided details about the proposed Planned Development (PD) residential subdivision. Mr. Renfro provided information pertaining to the proposed density, lot size and area requirements, architectural guidelines, floodplain and subdivision ingress/egress. Mr. Renfro pointed out the trail proposed along the northern boundary of the property that will be constructed by the developer. Mr. Renfro explained that the development is anticipated to be constructed in two phases and that the developer will likely request an amendment to request additional lots that will make possible the additional off-site trail improvements to connect to the NeSmith Elementary School site.

### **B. PUBLIC HEARING to receive comments regarding the request.**

Mayor Teske opened the public hearing at 7:48 p.m. and invited comments in favor of the proposed application and zoning change. There were no comments offered. Mayor Teske invited comments in opposition to the request. There being no comments, Mayor Teske closed the public hearing at 7:48 p.m.

### **C. Discussion and action regarding the request.**

Ms. Dobbs reported that notice of the public hearing had been published in the newspaper and placed on the City website, signs were placed at the property regarding the zoning change request and that eleven notices had been mailed to the owners of property within 200 feet of the subject property. No notices were returned in favor of or in opposition to the request. Ms. Dobbs introduced Planning & Zoning Commission Chairman David Rosenquist who informed the Council that the Commission voted unanimously to recommend approval of the application with three provisions. Ms. Dobbs confirmed the provisions had been included in the proposed PD ordinance.

**MOTION: APPROVE ORDINANCE NO. 2017-06-03 AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING A PLANNED DEVELOPMENT (PD) DISTRICT FOR RESIDENTIAL USES ON A 75.249 ACRE TRACT OF LAND DESCRIBED HEREIN AND LOCATED GENERALLY AT EAST OF AND IN THE VICINITY OF THE 10700 BLOCK OF CR 484, LAVON, COLLIN COUNTY, TX; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF \$2,000 PER DAY; PROVIDING SEVERABILITY, SAVINGS, AND CUMULATIVE/ REPEALER CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**MOTION MADE:** WRIGHT

**SECONDED:** CHILDERS

**APPROVED:** UNANIMOUS

Absent: SPRADLIN, SERKLAND

## **10. WORK SESSION – BUDGET**

**Discussion of the current budget for Fiscal Year (FY) 2016-17, financial status update, budget calendar and proposed budget for FY 2017-18.**

Mayor Teske announced that the work session would be deferred until after the Executive Session.

## **11. EXECUTIVE SESSION**



At 7:54 p.m., Mayor Teske recessed the meeting to go into Executive Session (closed meeting) to discuss the following:

- A. §551.087: To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Lavon and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect.
- B. §551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
  - Discussion concerning an Economic Development Agreement with Bloomfield Homes, L.P.
  - Discussion concerning a Donation Agreement with Bloomfield Homes, L.P.

## **12. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Section 551.001, Mayor Teske reconvened the meeting at 8:27 p.m. and advised that no action was taken in executive session.

- A. **Discussion and action regarding Resolution No. 2017-06-04 authorizing an Economic Development Agreement with Bloomfield Homes, L.P.**

A draft Economic Development Agreement was presented to the City Council. The consensus of the Council was to change the proposed deadline of the initial payment installment from 45 days to 60 days of acceptance of the public infrastructure.

**MOTION: APPROVE RESOLUTION NO. 2017-06-04 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAVON, TEXAS AND BLOOMFIELD HOMES, L.P.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**MOTION MADE:** WRIGHT  
**SECONDED:** CHILDERS  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

- B. **Discussion and action regarding Resolution No. 2017-06-05 accepting a donation of materials and in-kind services from Bloomfield Homes, L.P. and authorizing the Mayor to execute a Donation Agreement with Bloomfield Homes, LP**

A draft Donation Agreement was presented to the City Council regarding the construction and donation of an expansion to the Fire Department facility.

**MOTION: APPROVE RESOLUTION NO. 2017-06-05 ACCEPTING THE DONATION OF MATERIALS AND IN-KIND SERVICES FROM BLOOMFIELD HOMES, L.P.; AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT AND ANY AND ALL DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP; AND PROVIDING AN EFFECTIVE DATE.**

**MOTION MADE:** WRIGHT  
**SECONDED:** SANSON  
**APPROVED:** UNANIMOUS  
Absent: SPRADLIN, SERKLAND

## **10. WORK SESSION – BUDGET**

**Discussion of the current budget for Fiscal Year (FY) 2016-17, financial status update, budget calendar and proposed budget for FY 2017-18.**

Mayor Teske opened the work session and provided a recap of the process of review and consideration of the annual budget. Ms. Dobbs confirmed the budget assumption with the Council that there would not be a tax rate increase from the current rate of \$0.4557 per hundred dollars valuation in the proposed budget. Ms. Dobbs noted that the department directors had been revising the budget projections for FY 16-17 to track the Financial Outlook and working on the FY 17-18 budget submittals assuming same-level services. Mayor Teske noted that the City of Lavon tax rate is among the lowest in Collin County for cities who have paid police departments. Mayor Teske explained that in the coming months, the City Council would conduct work sessions, open to the public, where the FY 17-18 budget would be shaped. Ms. Dobbs encouraged the City Council to review the information provided and contact the staff with any questions or suggestions.

The consensus of the Council was to start the next budget work session at 6:00 p.m. prior to the regularly scheduled Council meeting that normally begins at 7:00 p.m.

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

- The regular meeting on July 4<sup>th</sup> will be cancelled.
- The next regular meeting set for July 18<sup>th</sup> will begin at 6:00 p.m.

**12. MAYOR TESKE ADJOURNED THE CITY COUNCIL MEETING AT 8:50 PM.**

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 18<sup>th</sup> day of July, 2017.

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Charles A. Teske, Jr.  
Mayor

**ATTEST:**

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Kim Dobbs  
City Administrator | City Secretary



11500 Northwest Freeway I Suite 465 I Houston, Texas 77092 I Voice: 713-688-3855 I Fax: 713-688-3931

## HERITAGE PUBLIC IMPROVEMENT DISTRICT #1 ASSESSMENT REPORT SUMMARY 6/30/17

Total Receivables As of	6/30/17	\$ 76,001.35	pg 2
Cash Balance As of	5/31/17	\$ 35,001.91	pg 3
June Receipts		\$ 16,634.48	pg 3
June Disbursements		\$ (15,000.00)	pg 3
<b>July Disbursements:</b>			
1 Wire Transfer		\$ (15,000.00)	pg 4
3 Invoices to be paid at a later date			
Cash Balance as of	7/1/17	\$21,636.39	pg 4

### CURRENT COLLECTIONS & 4 YEAR HISTORICAL DATA

Year	Collections 6/30/17	Adjustments 6/30/17	Reserve Uncollectibles	Collections 9/1/12 - 6/30/17	Receivables 6/30/17	Percent Collected
2016	13,829.61			527,631.93	71,930.52	88.00
2015	543.96			595,491.62	4,070.83	99.32
2014				600,372.72		100.00
2013				616,722.00		100.00
2012				616,722.00		100.00

Last Year's Percentage of Collections as of 6/30/16      91.33%

### CURRENT CERTIFIED LEVY & 4 YEAR HISTORICAL DATA

Assessment Rates					Original		Assessment
Year	Platted	Class 1	Class 2	Class 3	Levy	Adjustments	Levy
2016	2006	675.89	810.27		418,639.40		418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					599,562.45		599,562.45
2015	2006	675.89	810.27		419,449.67	(810.27)	418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					600,372.72		599,562.45
2014	2006	675.89	810.27		419,449.67		419,449.67
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					600,372.72		600,372.72
		Class 1	Class 2	Class 3			
2013		690.00	828.00	414.00	616,722.00		616,722.00
2012		690.00	828.00	414.00	616,722.00		616,722.00

(Levy Calculated by Lot Size)

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1  
ASSESSMENT REPORT  
6/30/17**

Receivables at 8/31/16	\$	29,435.51	\$	29,435.51
Prior Year Adjustments	\$	-		

2016 Assessment Levy	\$	599,562.45	\$	599,562.45
----------------------	----	------------	----	------------

Collections From: 9/1/16 - 6/30/17

2016	\$	527,631.93
2015	\$	25,364.68

( \$ 552,996.61 )

**TOTAL RECEIVABLE AS OF 6/30/17**

**\$ 76,001.35**  
=====

# HERITAGE PUBLIC IMPROVEMENT DISTRICT #1

## 6/30/17

	Month of <u>6/30/17</u>	Fiscal to Date <u>10/1/16-6/30/17</u>
Cash Balance as of      5/31/17	\$ 35,001.91	\$ 32,193.68
<b>Receipts Deposited in the Assessment Acct (UTS):</b>		
Current/Prior Assessments	14,373.57	543,336.67
Penalty & Interest	2,109.46	8,718.51
Atty's Fee-Del Coll	140.28	2,797.13
Overpayment Refunds		2,667.67
NSF Checks		
NSF Fees Paid		
Court Filing Fees		1,625.43
Title Search Fee		257.00
Notice of Purchaser	10.00	10.00
Escrow		
Assessment Fees Pd in Full		7,590.18
Stale Dated Checks		85.70
Bank Interest	1.17	22.06
<b>TOTAL RECEIPTS:</b>	<b>\$ 16,634.48</b>	<b>\$ 567,110.35</b>
<b>Disbursements Issued from the Assessment Acct (UTS):</b>		
Transfer/Debt Service	15,000.00	560,000.00
Overpayment Refunds		2,667.64
Bank Charges		
<b>TOTAL DISBURSEMENTS:</b>	<b>( \$ 15,000.00 )</b>	<b>( \$ 562,667.64 )</b>
<b>Cash Balance As of      6/30/17</b>	<b>\$ 36,636.39</b> =====	<b>\$ 36,636.39</b> =====

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1**  
**6/30/17**

Cash Balance As of 6/30/17 \$ 36,636.39

**Disbursements For July 2017:**

<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
W/T	Debt Service Fund on 7/12/17	Transfer of Funds	15,000.00

Total Disbursements: ( \$ 15,000.00 )

Cash Balance As of 7/1/17 \$ 21,636.39  
=====

**Invoices to be Approved & Paid at a Later Date for July 2017:**

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
MuniCap, Inc.	Professional Fees (Inv #062017-157)	\$ 287.50
Ted A. Cox	Atty's Fee - Delinquent Coll	\$ 140.28
Mike Arterburn, A/C	July Fee	\$ 1,284.81
	<b>Total</b>	<u>\$ 1,712.59</u>

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1**  
**6/30/17**

**CURRENT COLLECTIONS & HISTORICAL DATA**

<u>Year</u>	<u>Collections</u> <u>6/30/17</u>	<u>Adjustments</u> <u>6/30/17</u>	<u>Reserve</u> <u>Uncollectibles</u>	<u>Collections</u> <u>9/1/07- 6/30/17</u>	<u>Receivables</u> <u>6/30/17</u>	<u>Percent</u> <u>Collected</u>
2016	13,829.61			527,631.93	71,930.52	88.00
2015	543.96			595,491.62	4,070.83	99.32
2014				600,372.72		100.00
2013				616,722.00		100.00
2012				616,722.00		100.00
2011				617,412.00		100.00
2010				618,102.00		100.00
2009				618,102.00		100.00
2008				441,835.00		100.00
2007				431,388.00		100.00

**CURRENT CERTIFIED LEVY & HISTORICAL DATA**

<u>Year</u>	<u>Replatted</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Original</u> <u>Levy</u>	<u>Adjustments</u>	<u>Assessment</u> <u>Levy</u>	<u>SR/KR</u> <u>Rolls</u>
2016	2006	675.89			274,411.34		274,411.34	
			810.27		144,228.06		144,228.06	
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					599,562.45		599,562.45	
2015	2006	675.89			274,411.34		274,411.34	
			810.27		145,038.33	(810.27)	144,228.06	0-1
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					600,372.72		599,562.45	
2014	2006	675.89			274,411.34		274,411.34	
			810.27		145,038.33		145,038.33	
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					600,372.72		600,372.72	
		<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>				
2013		690.00	828.00	414.00	616,722.00		616,722.00	
2012		690.00	828.00	414.00	616,722.00		616,722.00	
2011		690.00	828.00	414.00	618,102.00	(690.00)	617,412.00	0-1
2010		690.00	828.00	414.00	618,102.00		618,102.00	
2009		690.00	828.00	414.00	615,894.00	2,208.00	618,102.00	2-1
2008		690.00	828.00		431,388.00	10,447.00	441,835.00	1-0
2007		690.00	828.00		431,388.00		431,388.00	

(Levy Calculated by Lot Size)

# HERITAGE PUBLIC IMPROVEMENT DISTRICT #1

## 6/30/17

### Accounts Paid in Full:

- \$12,103.00 2008 Reported as other fees collected on 12/08 report. Transferred to 2008 Assessments on 3/09 report. Account paid in full.  
**Account #R-9032-00M-0120-1** (Per SR #1 increased 08 base on 3/09)
- \$ 9,228.19 2011 Received funds in the amount \$9,228.19 on 10/11 report. Applied as follows:  
 (Base \$690.00 + \$8,538.19 as other fees & applied as full payment for  
**Account # R-9095-00B-0150-1**
- \$ 9,658.04 2014 Received funds in the amount of \$10,468.31 on 1/15 report. Applied as follows:  
 (Base \$810.27 + \$9,658.04 as other fees & applied as full payment for  
**Account # R-9032-00A-0790-1**
- \$ 7,590.18 2016 Received funds in the amount of \$7,590.18 on 3/17 report. Applied as follows:  
 \$7,590.18 as other fees & applied as full payment for **Account # R-9095-00G-0120-1**

### Notes:

### Installment Plans

<u>Year(s)</u>	<u>Name/Account Number</u>	<u>Payment Schedule</u>	<u>Current Yes/No</u>
2016	Linda Gayler R-9032-00D-0240-1	3/17-2/18 12 Months	Yes
2015	George & Reyna Duarte R-9032-00B-0280-1	4/17-3/18 12 Months	Yes
2015-2016	Bobby & Lisa Kennelly R-9032-00B-0280-1	7/17 - 6/18 12 Months	Yes





11500 Northwest Freeway | Suite 465 | Houston, Texas 77092 | Voice: 713-688-3855 | Fax: 713-688-3931

July 1, 2017

City of Lavon  
Heritage PID # 1

## **Ted Cox Invoice**

June 2017 Collections	\$ 140.28
-----------------------	-----------

Payable to:  
Ted A. Cox, P.C.  
1225 W. 34<sup>th</sup> St.  
Houston, Texas 77018

**MuniCap, Inc.**  
8965 Guilford Road  
Suite 210  
Columbia, MD 21046

# INVOICE

**Invoice Date** 6/13/2017  
**Invoice #** 062017-157

**Balance Due** \$287.50

Remit check to:

or

Wire Instructions:

Bill To:

**CITY OF LAVON, TEXAS**  
c/o Utility Tax Services  
- VIA EMAIL TO -  
utilitytaxservice@sbcglobal.net

MuniCap, Inc.  
8630 M Guilford Road #263  
Columbia, MD 21046

**The Columbia Bank**  
9151 Baltimore National Pike  
Ellicott City, MD 21042  
(410) 418-8500

ABA Routing No.: 055 002 338  
To the account of: MuniCap, Inc.  
Account No.: 00 082 362 31

**Project** Heritage PID #1 1657

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

**Invoice Date**  
6/13/2017

**Invoice #**  
062017-157

**MuniCap, Inc.**  
8965 Guilford Road  
Suite 210  
Columbia, MD 21046

**Terms** Net 30  
**Client #** 1657

Project		Heritage PID #1			
Item	DATE	Description	Hrs	Amount	
Vice Pres (AY)	5/1/2017	Discussion with homeowner regarding outstanding assessments and respond to inquiries from tax collector.	0.5	100.00	
Vice Pres (AY)	5/9/2017	Discussion with homeowner. Calculate and send payoff details to homeowner.	0.75	150.00	
Sr Assoc (JA)	5/16/2017	Update account reconciliation for April activity.	0.25	37.50	
Subtotal Fees:				287.50	
EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.			<b>Total</b>	<b>\$287.50</b>	

Billing Inquiries? Call (443) 539-4104

June 15, 2017

Marie Meave, Trustee  
The Bank of New York Mellon  
601 Travis Street, 16th Fl.  
Houston, TX 77002

**RE: City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2013  
Heritage Public Improvement District No. 1**

Dear Ms. Meave,

Pursuant to the Trust Indenture between the City of Lavon, Texas and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of \$8,065,000 of the City of Lavon, Texas Special Assessment Revenue Bonds (Heritage PID #1 Project), please pay the enclosed invoice in the total amount of \$287.50 to MuniCap, Inc., from the Administrative Expense Fund created pursuant to the Trust Indenture. This invoice is for administrative services provided by MuniCap for the City, and the nature of these services is more fully described in the attached invoice.

Please mail the check to MuniCap at the following address:

8630 M Guilford Road  
#263  
Columbia, MD 21046

The undersigned person is an Authorized Representative of the City as provided for in the Trust Indenture.

Please do not hesitate to call me with any questions regarding this matter.

Very truly yours,

City of Lavon, Texas

By: \_\_\_\_\_  
*Authorized Representative*

Enclosure





## **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 8**

**Item:**

**PUBLIC HEARING** to receive comments regarding the petition of the owner of certain property to voluntarily annex 41.8 acres in the Drury Anglin Survey, Abstract No. 2, (Collin County CAD ID #s 2653997, 2087762 and 2507840), generally located southwest of the intersection of FM 2755 and CR 483 and regarding the annexation of the adjacent county road and right-of-way into the City of Lavon.

**Background:**

On May 8, 2017, the City received a Petition for Annexation from Belinda Collier for the voluntary annexation of 41.08 acres of land adjacent to the City. The property is presently vacant and undeveloped. Pursuant to Texas Local Government Code (LGC), Section 43.106, the City is required to annex the portion of the county road and the right-of-way adjacent to the proposed annexation area.

***Excerpt:***

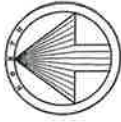
**Texas Local Government Code**

Sec. 43.063. ANNEXATION HEARING REQUIREMENTS. (a) Before a municipality may institute annexation proceedings, the governing body of the municipality must conduct two public hearings at which persons interested in the annexation are given the opportunity to be heard. The hearings must be conducted on or after the 40th day but before the 20th day before the date of the institution of the proceedings.

On June 20, 2017, the City Council approved Resolution No. 2017-06-01 and scheduled public hearings pursuant to state law on July 18, 2017 and August 1, 2017. This is the first of two public hearings.

**Attachments:**      Annexation Site Exhibit  
                         Annexation Petition  
                         Annexation Timeline  
                         Draft Service Plan

July 14, 2017



SCALE: 1" = 100'



LOCATION MAP  
OF  
**LAVON FARMS**  
**41.80 ACRES**  
IN THE  
CITY OF LAVON, COLLIN COUNTY, TEXAS

Engineer:



Developer:

SADDLE STAR  
3876 HAYS LANE  
ROCKWALL, TEXAS 75087  
972-388-6383  
Contact: Pat Atkins

MAY 08, 2017

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.035 and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lavon, Texas, the following described territory to wit:

**Attachment A**

Description of the territory covered by the petition by metes and bounds

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

Signed: [Signature]

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Van Zandt

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

Given under my hand and seal of office this 24 day of April 2017

Donna Burns  
Notary Public and for  
Van Zandt County, Texas

THE STATE OF TEXAS

COUNTY OF Van Zandt

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



**RECEIVED**  
**MAY 08 2017**  
**CITY OF LAVON**

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public in and for

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME the undersigned a Notary Public in and for the State of Texas, personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public in and for

\_\_\_\_\_ County, Texas



## **ANNEXATION LEGAL DESCRIPTION**

**BEING 41.801 acres of land situated in the D. Anglin Survey, Abstract No. 2, Collin County, Texas, and being a part of a called 38.42 acre tract of land described in deed to Belinda Collier, recorded as Instrument No. 20130605000772120, Deed Records, Collin County Texas, (DRCCT), all of a called 4.74 acre tract of land (out of said 38.42 acres) described in deed to Belinda Collier, recorded as Instrument No. 20130605000772100, (DRCCT), and all of a called 10.00 acre tract of land described in deed to Belinda Collier, recorded as Instrument No. 20130605000772130, (DRCCT), and being more particularly described as follows:**

**BEGINNING at a point in the south line of F.M. Hwy 2755 (McClendon Road- a variable width right-of-way), at the northwest corner of said 38.42 and 4.74 acre tracts, common to the northeast corner of a called 22.04 acre tract of land described in deed to Gary Ronald Dean, SR. and Bobbie N. St. John, recorded in Volume 4059, Page 0236, (DRCCT);**

**THENCE Easterly along the south lines of said HWY and the common north lines of said 4.74 acre tract and said 38.42 acre tract, the following courses and distances:**

**South 89°10'16" East, a distance of 269.32 feet to a point for corner, from which a 1/2" iron rod found for reference bears North 11°31'14" West, a distance of 0.29 feet;**

**North 82°04'51" East, a distance of 101.47 feet to a 5/8" iron rod with a yellow plastic cap stamped "RPLS 3963" set for corner;**

**South 89°09'55" East, at 78.22 feet passing the northeast corner of said 4.74 acre tract and continuing with a north line of said 38.42 acre tract for a total distance of 1009.83 feet to a point for corner at an angle point;**

South 44-18-06 East a distance of 41.83 to a point for corner at an angle point;

South 89°09'55" East a distance of 15.03 feet to a point for corner in the center of County Road 483 and east line of said 38.42 acre tract;

THENCE South 03°46'27" West, along the centerline of said road and the east line of said 38.42 acre tract,, a distance of 372.57 feet to a point for corner at the northeast corner of a called 1.25 acre tract of land described in deed to Jerold Carter, recorded as Instrument No. 20130617000834110, (DRCCT);

THENCE North 89°11'58" West, along the north line of said 1.25 acre tract a distance of 337.03 feet, to a point for corner at the northwest corner thereof;

THENCE South 00°51'58" West, with the west line of last mentioned tract for a distance of 163.74 feet to a point for corner at the southwest corner thereof and being in the north line of a called 2.11 acre tract of land described in deed to CR 483 Trust, Mazen Fatayri Trustee, recorded as Instrument No. 20110819000880540, (DRCCT), from which a 1/2" iron rod found for reference bears, North 72°06'52" East a distance of 0.30 feet;

THENCE North 89°10'06" West, along the north line of said 2.11 acre tract a distance of 88.19 feet, to a 1/2" iron rod found for corner at the northwest corner thereof;

THENCE South 00°51'29" West, along the west line of said 2.11 acre tract a distance of 223.83 feet to a 1" iron pipe found for corner at the southwest corner thereof;

**THENCE South 89°15'31" East, along the south line of said 2.11 acre tract a distance of 406.13 feet to a point for corner at the southeast corner thereof, said point also being in the east line of said 38.42 acre tract, and in the centerline of County Road 483, , from which a 1" iron pipe found for reference bears North 89°09'51" West, a distance of 30.18 feet;**

**THENCE South 03°43'43" West, along the centerline of said road and the east line of said 38.42 acre tract,, a distance of 205.84 feet to a point for corner at an upper southeast corner of said 38.42 acre tract, common to the northeast corner of a called 2.111 acre tract of land described in deed to Jonathan David Greene and Brittany Greene, recorded as Instrument No. 20140701000672130, (DRCCT), from which a 1/2" iron rod found for reference bears North 89°15'41" West, a distance of 29.87 feet;**

**THENCE North 89°10'32" West, along a lower boundary of said 38.42 acre tract, and along the north lines of said 2.111 acre tract, a called 1.81 acre tract, and a called 2.190 acre tract recorded as Instrument No. 20160122000077250, (DRCCT) and Instrument No. 20160627000811300, (DRCCT), respectively, passing at a distance of 805.97 feet, an interior "ell" corner of said 38.42 acre tract, common to the northwest corner of said 2.190 acre tract, and the northeast corner of a called 2.20 acre tract of land described as Instrument No. 20161220001727400, (DRCCT) and continuing for a total distance of 1017.02 feet to a 1/2" iron rod found for corner at the northwest corner of said 2.20 acre tract;**

**THENCE South 00°48'52" West, along the west line of said 2.20 acre tract a distance of 226.96 feet to a point for corner at the northeast corner of a called 1.102 acre tract of land described in deed to Walter O. Silva and Judith J. Silva, recorded as Instrument No. 20131122001570900, (DRCCT), from which a steel fence post found for reference bears, North 03°29'32" West, a distance of 23.26 feet;**

**THENCE North 89°29'54" West, along the north line of said of said 1.102 acre tract a distance of 211.00 feet to the northwest corner thereof and being in a common line of said 10.00 acre and 38.42 acre tracts, from which a steel fence post found for reference bears, North 01°16'28" East, a distance of 49.48 feet;**

**THENCE South 00°49'28" West, along the common lines of last mentioned 3 tracts, a distance of 227.56 feet to a point at the common south corner thereof, and in the north line of a called 50.64 acre tract of land described in deed to Michael J. Box, recorded in Volume 5420, Page 487, (DRCCT), said point also being in the centerline of said County Road 483, from which a 1/2" iron rod found for reference bears North 00°36'50" East, a distance of 29.92 feet;**

**THENCE North 89°32'43" West, along the common lines of said 10.00 acre tract, said 50.64 acre tract, and a called 31.269 acre tract of land described in deed to The City of Lavon, recorded in Instrument No. 20060725001041390, (DRCCT), a distance of 700.95 feet to a point for corner in the centerline of a creek, at an interior "ell" corner of said 31.269 acre tract, from which a 1/2" iron rod found for reference bears, South 89°32'43 East, a distance of 50.34 feet;**

**THENCE along and near the centerline of said creek, partly with the east lines of said 31.269 acre tract, all of the east lines of said 22.04 acre tract and all of the west lines of said 10.00 acre, 38.42 acre, and 4.74 acre tracts, the following courses and distances:**

**North 11°43'37" East, a distance of 83.62 feet to a point for corner;**

**North 33°00'52" East, a distance of 141.23 feet to a point for corner;**

**North 04°26'02" West, a distance of 101.81 feet to a point for corner;**

North 39°21'27" West, a distance of 103.75 feet to a point for corner;

North 24°43'50" East, a distance of 144.19 feet to a point for corner;

North 47°54'58" East, a distance of 190.14 feet to a point for corner;

North 07°24'23" East, a distance of 93.46 feet to a point for corner, from which a 5/8" iron rod with a cap found for reference bears South 54°51'31" East, a distance of 56.08 feet

North 16°37'32" West, a distance of 99.62 feet to a point for corner;

North 22°40'19" East, a distance of 103.68 feet to a point for corner;

North 74°03'24" East, a distance of 92.98 feet to a point for corner;

North 29°25'38" East, a distance of 66.80 feet to a point for corner;

North 43°00'29" East, a distance of 164.40 feet to a point for corner;

North 59°38'43" East, a distance of 61.65 feet to a point for corner;

North 13°31'58" East, a distance of 58.93 feet to a point for corner;

North  $36^{\circ}51'42''$  West, a distance of 177.74 feet to a point for corner;

North  $64^{\circ}25'48''$  East, a distance of 122.13 feet to a point for corner;

North  $51^{\circ}02'48''$  East, a distance of 31.21 feet to the PLACE OF BEGINNING and containing 41.801 acres or 1,820,862 square feet of land.





**City of Lavon, Texas**  
**Collier Property**

**Annexation of Area Exempt  
from the Annexation Plan Requirement  
(including Annexation on Petition of Area Landowners or Voters)**

- May 8      Petition for Annexation submitted to the City
- Jun 6      Resolution of the City Council to accept the petition and schedule public hearings. July 18 and Aug 1
- Jun 30      Send notice to paper for publication on July 5 and July 19
- Jul 5      Publish notice of first hearing. §43.063. Obtain required affidavit of publication from newspaper.
- Post notice of first public hearing on Internet Web site, if city has an internet website. §43.063(c).
- Send written notice to each public school district in the area to be annexed. §43.905.
- Jul 14      Post notice of first public hearing under Open Meetings Act.
- Jul 18      Hold first public hearing. §43.063.
- Jul 19      Publish notice of second hearing. §43.053. Obtain required affidavit of publication from newspaper.
- Post notice of second public hearing on Internet Web site, if city has an internet website. §43.063(c).
- Jul 28      Post notice of second public hearing under Open Meetings Act.
- Aug 1      Hold second public hearing. §43.063.
- Aug 18      Post notice of annexation ordinance adoption under Open Meetings Act.
- Aug 22-25      *Special meeting* to adopt Annexation Ordinance** (Institution of Proceedings—proceedings are instituted and completed at same time in city that only requires one reading).



**CITY OF LAVON  
ANNEXATION SERVICE PLAN****Case Name:** Lavon Farms – June 2017**Description:**

1. Being 41.801 acres of land adjacent to and located within the extraterritorial jurisdiction of the City of Lavon, Texas and situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being described in deed to Belinda Collier, recorded as Instrument No. 20130605000772120, Instrument No. 20130605000772100 and Instrument No. 20130605000772130, Deed Records, Collin County Texas.
2. The land consisting of the portion of Collin County Road 483 and FM 2755 that abuts the above-described property and the right-of-way adjacent thereto.

**PUBLIC SAFETY SERVICES****FIRE SERVICES****Existing Services:** Nevada Volunteer Fire Department**Services to be Provided:** Fire suppression will be available to the area upon annexation at the same or similar level as is provided to other areas of the City. Primary fire response will be provided by the Nevada Volunteer Fire Department (NVFD). Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed. The NVFD 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:** Upon 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:** None**Services to be Provided:** Beginning on the effective date of the annexation ordinance, the area will become a part of 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:** Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, health, etc.) will begin in the annexed area on the effective date of annexation. Services can be provided within the current budget appropriation.

## **MUNICIPAL SERVICES**

### **PLANNING & ZONING SERVICES**

**Existing Services:** None

**Services to be Provided:** The Planning and Zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. 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:** Beginning on the effective date of the annexation ordinance, 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, taking into account 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:** County Road Maintenance

**Services to be Provided:** Beginning on the effective date of the annexation ordinance, 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:** Beginning on the effective date of the annexation ordinance, 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 annexed 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:** Beginning on the effective date of the annexation ordinance, all of 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:** Beginning on the effective date of the annexation ordinance, 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:** Sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon completion of construction 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**

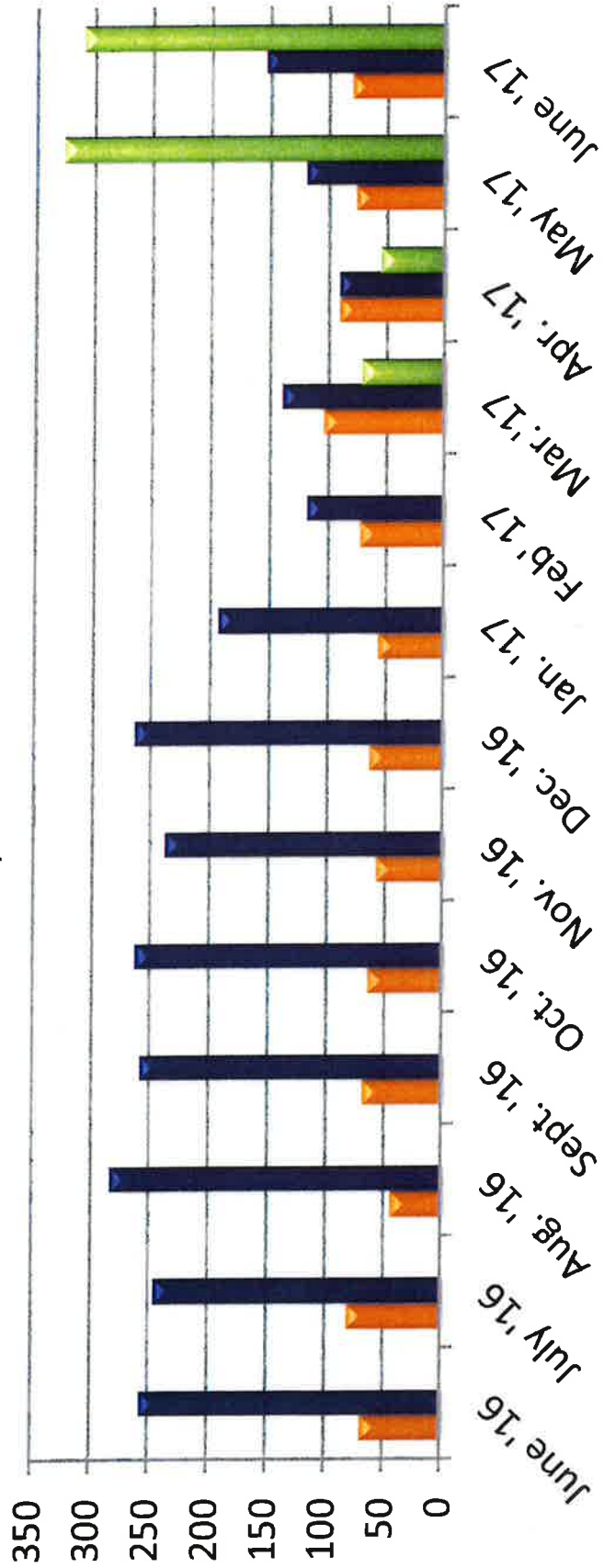
All other applicable municipal services will be provided to the area in accordance with the City of Lavon's established policies governing extension of municipal services to newly annexed areas.

# Calls for Service

■ Enforcement Calls
 ■ General Calls\*
 ■ Security Checks\*\*

\*Does not include Enforcement Calls

\*\* Formerly included in General Calls

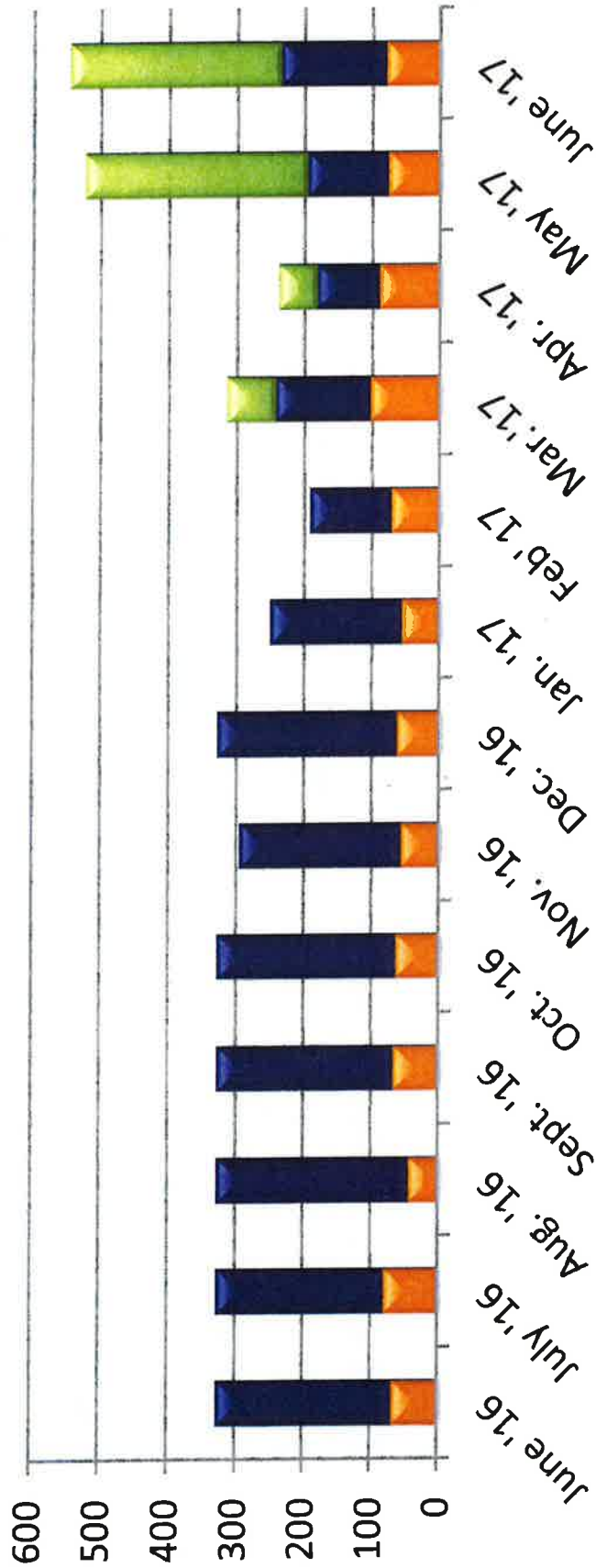


# Calls for Service

■ Enforcement Calls
 ■ General Calls\*
 ■ Security Checks\*\*

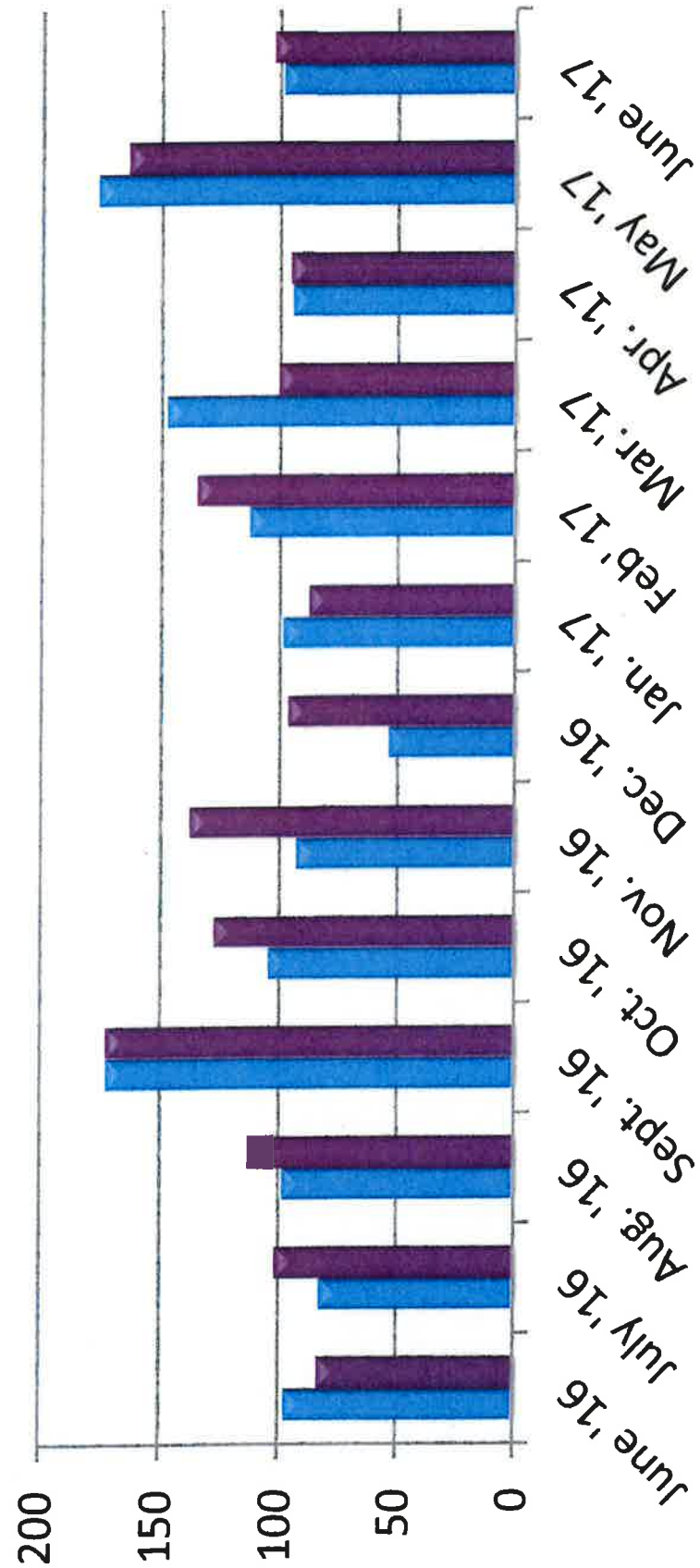
\*Does not include Enforcement Calls

\*\* Formerly included in General Calls



# Traffic Enforcement

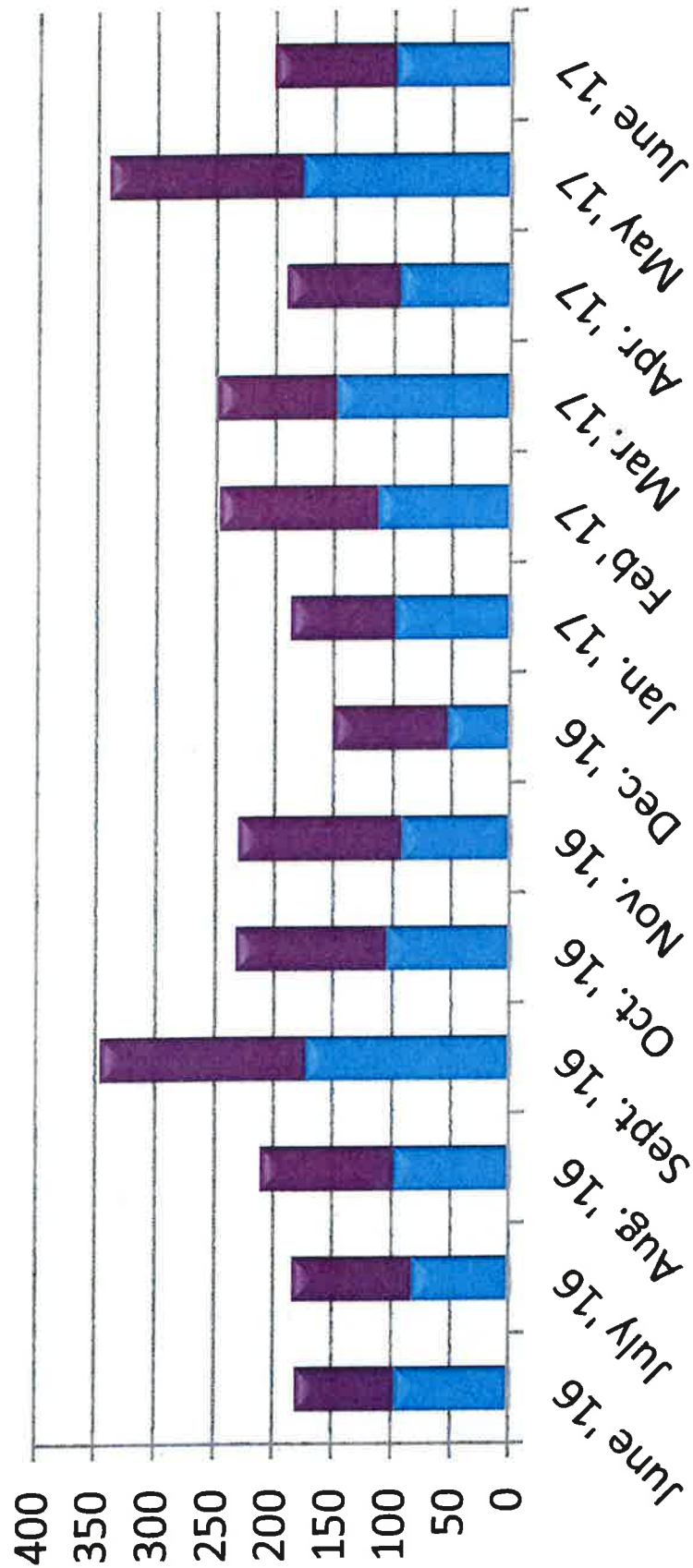
■ Citations ■ Warnings





# Traffic Enforcement

■ Citations ■ Warnings





Custom ▾ Apr 1, 2017 - Jun 30, 2017

07:38

MM:SS

Average Response Time

61%

OF RESPONSES

Response time < 08:00

91

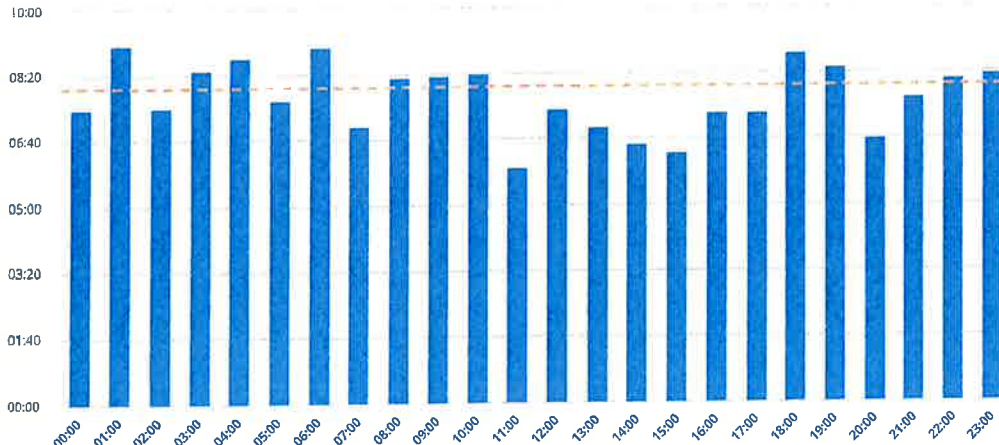
DAYS

In Selected Time Slice

573

UNIT RESPONSES

In Selected Time Slice



Counts	% Rows		% Columns		% All								Total
	00:00 - 04:59	05:00 - 07:59	08:00 - 08:59	09:00 - 09:59	10:00 - 11:59	12:00 - 14:59	15:00 - 16:59	17:00 - 17:59	18:00 - 19:59	20:00 - 29:59	30:00 - 1:29:59		
00:00	3	6	4				1	1				15	
01:00	1	6	2	2	2	1	1					15	
02:00	3	3	2	1	1	1						11	
03:00	3	2	3	1	1	2						12	
04:00	1	3	1	1	1	2						9	
05:00		15		1	1	2						19	
06:00		6		3	1	3						13	
07:00	7	8	3	2	3	1						24	
08:00	3	17	2	2	2	3			1	1		31	
09:00	6	8	3	5	3	5						30	
10:00	8	6	3	3	5	3			2			30	
11:00	10	10	1	1	1	1						24	
12:00	8	10	2	3	5				1			29	
13:00	6	11	2	2	1	3						25	
14:00	12	12	2	3		3						32	
15:00	10	11	1	2	1		1					26	
16:00	5	12	2	1	3	2						25	
17:00	10	7	4	2	1	1			1	1		27	
18:00	7	12	3		5	2	4	1		1		35	
19:00	3	10	5	2	5	3	1					29	
20:00	13	13	5	2	2	2						37	
21:00	8	18	4	7	3	2	1		1			44	
22:00	2	6	1	1	3	2						15	
23:00	2	6	4		2		2					16	
Total	131	218	59	47	52	44	11	2	6	3		573	
Exceptions												0	





Custom ▾ Apr 1, 2017 - Jun 30, 2017

09:44

MM:SS

Average Response  
Time

17%

OF RESPONSES

Response time &lt; 08:00

91

DAYS

In Selected Time Slice

18

UNIT RESPONSES

In Selected Time Slice

00:13:20

00:10:00

00:06:40

00:03:20

00:00:00

3. Apr

10. Apr

17. Apr

24. Apr

1. May

8. May

15. May

22. May

29. May

5. Jun

12. Jun

19. Jun

26. Jun

Nov '16

Jan '17

Mar '17

Counts

% Rows

% Columns

% All

Apr '17

May '17

Jun '17

Jul '17

Aug '17

Sep '17

Oct '17

Nov '17

Dec '17

Jan '18

Feb '18

Mar '18

Apr '18

Total

00:00 - 04:59

05:00 - 07:59

08:00 - 08:59

09:00 - 09:59

10:00 - 11:59

12:00 - 14:59

15:00 - 16:59

17:00 - 17:59

18:00 - 19:59

20:00 - 29:59

30:00 - 1:29:59

Total

Exceptions

1

2

2

1

1

3

2

2

1

3

7

5

6

3

4

5

3

3

18

0

Account	Ordinary Income/Expense	Oct 2016 Actual	Nov 2016 Actual	Dec 2016 Actual	Jan 2017 Actual	Feb 2017 Actual	Mar 2017 Actual	Apr 2017 Actual	May 2017 Actual	June 2017 Actual	July 2017 Outlook	Aug 2017 Outlook	Sept 2017 Outlook	FY 2016-2017 TOTAL	FY 2016-2017 Budget
	Income														
10 1200	Utility Income Transfer	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	168,000.00	168,000.00
10 1201	Solid Waste Fund Transfer	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00	120,000.00
	Sanitary Sewer Fund Trans	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	288,000.00	288,000.00
	Total Utility Income														
	Judicial Branch														
10 1301	Court Fees	310.00	250.00	170.00	70.00	240.00	400.00	220.00	190.00	783.10	250.00	250.00	250.00	3,383.10	2,800.00
	Total Judicial Branch	310.00	250.00	170.00	70.00	240.00	400.00	220.00	190.00	783.10	250.00	250.00	250.00	3,383.10	2,800.00
	Legislative Branch														
10 1400	Administrative Fee	1,200.00	1,145.00	850.00	600.00	600.00	1,000.00	800.00	800.00	1,450.00	3,251.67	3,251.67	3,251.68	18,000.00	18,000.00
10 1401	Banking Interest	9.66	7.75	17.16	39.34	38.20	40.28	35.40	32.82	0.00	140.11	140.11	140.08	641.00	641.00
10 1403	Late Fees	1,733.63	1,908.46	1,918.99	2,410.43	1,675.56	1,808.11	1,847.82	1,896.83	2,077.98	908.13	908.13	908.13	20,000.00	20,000.00
10 1404	Photocopies	0.00	0.00	0.00	1.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	33.70	50.00	50.00
10 1408	Return of Equity Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	243.33	243.33	243.34	730.00	730.00
10 1410	Community Center/Pavillion Re	260.00	1,277.50	1,347.50	1,662.50	325.00	2,065.50	1,250.00	846.00	45.00	500.00	500.00	500.00	10,578.00	4,500.00
10 1408	Restitution	0.00	450.00	0.00	0.00	1,200.00	0.00	0.00	1,775.00	0.00	641.67	641.67	4,750.00	4,750.00	4,750.00
	Total Legislative Branch	3,203.26	4,788.71	4,133.65	4,713.27	3,838.66	4,911.87	3,748.22	4,752.75	3,572.98	5,684.81	5,684.81	5,718.58	54,750.00	48,671.00
	Operations Division														
10 1575	EDC Reimb - Tax Note	0.00	0.00	0.00	13,032.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	833.31	13,866.00	13,866.00
10 1500	Food Service Inspection Permit	0.00	0.00	930.00	2,480.00	0.00	0.00	0.00	0.00	150.00	0.00	315.00	0.00	3,875.00	3,875.00
10 1501	General Permit Fees	2,600.54	10,234.70	2,062.00	702.00	1,291.50	1,870.04	3,325.90	3,237.87	6,085.00	1,256.81	1,256.81	1,256.83	35,000.00	35,000.00
10 1502	New Building Permit Fees	0.00	0.00	7,000.00	34,584.90	0.00	0.00	0.00	31,960.70	19,068.40	19,128.33	19,128.33	19,128.34	150,000.00	150,000.00
10 1503	OSSF Permit Fees	0.00	200.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00	200.00	500.00	500.00	2,000.00	2,000.00
10 1504	PD Fines / Fees	5,799.95	9,882.82	3,481.04	9,916.14	6,353.05	10,378.64	7,559.09	12,111.50	8,464.52	6,357.75	6,357.75	6,357.75	90,000.00	70,000.00
10 1505	PD Warrant Fines / Fees	100.00	230.80	127.00	418.10	168.20	820.00	192.00	697.90	117.10	709.63	709.63	709.64	5,000.00	7,000.00
10 1508	Sale of Property	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	0.00
10 1506	PD SRO	1,716.69	1,766.14	1,833.04	1,614.78	1,503.41	1,879.82	2,282.58	1,519.02	1,577.32	1,600.00	2,300.00	1,598.82	21,000.00	28,620.00
	Total Operations Division	10,217.18	22,344.46	15,413.08	59,748.61	9,337.16	15,148.30	13,339.55	49,546.99	35,463.94	29,252.52	30,587.52	30,382.99	320,762.00	308,361.00
	Prior Year Carryover														
10 1570	Unenc FY 15-16 Funds	216,183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	216,183.00	165,631.00
	Total Carryover	216,183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	216,183.00	165,631.00
	Taxes														
10 1600	Franchise Tax	2,184.87	1,490.59	0.00	4.23	95,870.73	1,254.39	114.83	4,074.65	0.00	5,001.93	5,001.93	5,001.95	120,000.00	120,000.00
10 1601	Property Tax	4,941.96	55,927.38	846,834.55	161,007.44	59,227.63	10,123.35	2,527.83	4,780.55	12,150.70	2,500.00	2,500.00	613.33	1,162,134.70	1,152,484.00
10 1602	Sales & Use Tax	13,056.51	14,215.69	12,745.28	13,333.61	16,154.53	9,745.26	9,948.81	12,600.34	12,042.54	12,052.42	12,052.42	12,052.41	150,000.00	150,000.00
	Total Taxes	20,183.44	71,833.64	859,579.81	174,345.48	170,252.89	21,123.00	12,591.27	21,455.54	24,193.24	19,554.35	19,554.35	17,667.69	1,432,134.70	1,422,484.00
	Total Income	274,106.91	123,016.81	903,296.54	262,877.36	207,868.81	65,583.17	53,869.04	99,943.28	88,013.28	78,741.78	80,056.78	78,018.86	2,315,222.80	2,235,847.00
	Expense														
	Judicial Branch														
20 8001	Credit Card Fees	485.46	126.82	280.59	0.00	304.05	300.76	0.00	0.00	0.00	400.25	400.25	466.80	2,775.00	1,775.00
20 8006	Jury Panel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	75.00	150.00	150.00
20 8007	Health Insurance	638.93	626.99	626.99	626.99	626.99	626.99	626.99	626.99	626.99	626.99	626.99	626.99	7,535.82	7,530.00
20 8250	Office Supplies	26.30	35.17	0.00	32.24	84.98	50.83	35.95	180.51	21.58	510.81	510.81	510.82	2,000.00	2,000.00
20 8302	Payroll - Municipal Court Staff	4,059.62	4,203.82	6,115.36	4,114.65	4,269.66	6,205.22	3,871.02	4,134.77	3,884.51	6,405.06	4,835.86	4,718.87	56,718.51	51,238.00
20 8303	Payroll - Judge	300.00	450.00	0.00	225.00	600.00	412.50	262.50	337.50	150.00	254.16	254.16	254.16	3,500.00	3,500.00
20 8400	Payroll - Prosecutor	300.00	750.00	175.00	0.00	952.50	412.50	262.50	150.00	300.00	195.84	195.84	195.82	3,500.00	3,500.00
20 8400	Postal Fees	0.00	23.50	0.00	0.00	49.00	0.00	0.00	0.00	49.00	93.17	93.17	93.16	450.00	450.00
20 8900	Training	0.00	0.00	0.00	100.00	0.00	100.00	0.00	554.00	0.00	82.00	82.00	82.00	1,000.00	1,000.00
	Total Judicial Branch	5,810.31	6,216.30	7,207.96	5,099.88	6,487.20	8,108.82	5,207.96	5,983.77	5,032.08	6,874.10	6,874.10	7,023.64	77,626.33	71,143.00

Account	Oct 2016 Actual	Nov 2016 Actual	Dec 2016 Actual	Jan 2017 Actual	Feb 2017 Actual	Mar 2017 Actual	Apr 2017 Actual	May 2017 Actual	June 2017 Actual	July 2017 Outlook	Aug 2017 Outlook	Sept 2017 Outlook	FY 2016-2017 TOTAL	FY 2016-2017 Budget
Administration														
30 6010 Advertising & Notices	612.00	508.30	366.00	89.70	132.00	571.21	1,071.00	546.93	173.53	25.72	25.72	25.70	4,147.81	4,000.00
30 6015 Building Supplies	241.25	280.69	63.95	73.74	72.06	186.61	808.29	-6.21	24.75	150.95	150.95	150.97	2,000.00	2,000.00
30 6021 Cell Phone - Staff	71.40	71.40	71.40	71.40	71.40	71.40	71.40	71.40	71.40	100.00	100.00	100.00	942.80	1,977.00
30 6060 Computer (Server/Software)	16.19	16.19	1,065.69	1,065.69	-508.56	16.19	16.19	16.19	70.16	425.20	425.20	425.18	2,000.00	4,000.00
30 6070 Cleaning	470.00	470.00	470.00	470.00	470.00	470.00	470.00	470.00	475.00	470.00	470.00	465.00	5,840.00	5,840.00
30 6080 CPA	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	1,300.00	0.00	500.00	2,250.00	2,250.00
30 6100 Dues & Fees	180.00	503.00	100.00	379.00	887.00	0.00	0.00	0.00	0.00	0.00	0.00	171.00	2,200.00	2,000.00
30 6081 Drinking Water/Gatorade All	238.52	0.00	0.00	0.00	0.00	10.00	0.00	0.00	93.60	219.29	219.29	219.30	1,000.00	1,000.00
30 6101 Elections	0.00	0.00	0.00	0.00	2,726.71	0.00	5,712.00	0.00	847.90	0.00	0.00	1,713.39	11,000.00	12,000.00
30 6103 Health Insurance	1,882.90	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	2,507.96	28,480.46	30,120.00
30 6251 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
30 6250 Office Supplies	382.14	223.20	536.42	482.98	203.74	209.93	104.57	198.17	25.58	461.13	461.13	461.13	3,750.00	3,750.00
30 6065 Council Events	0.00	28.12	208.62	49.65	295.90	77.74	-165.22	78.00	49.95	0.00	0.00	45.74	650.00	650.00
30 6252 Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	875.00	875.00	875.00	875.00	875.00	0.00	3,500.00	3,500.00
30 6300 Payroll - Admin Staff	12,744.63	14,512.66	15,088.51	14,512.97	14,512.66	21,659.05	14,535.20	14,572.70	14,572.70	15,908.32	20,523.43	14,572.70	187,895.53	180,676.00
30 6324 Comm Center Events Coord	555.00	596.00	755.00	515.00	943.00	985.00	610.00	570.00	230.00	500.00	500.00	500.00	7,459.00	5,000.00
30 6104 Community Events	759.82	596.77	986.83	0.00	0.00	963.92	552.24	0.00	219.73	0.00	0.00	1,020.78	5,000.00	5,000.00
30 6011 Automobile Allowance	200.00	200.00	200.00	200.00	200.00	300.00	100.00	200.00	200.00	200.00	200.00	200.00	2,400.00	2,400.00
30 6400 Postal Fees	0.00	19.86	0.00	0.00	23.75	0.00	0.00	72.00	2.03	44.12	44.12	44.12	250.00	250.00
30 6415 Records Storage	116.00	0.00	254.00	123.00	123.00	123.00	123.00	123.00	123.00	123.00	123.00	46.00	1,400.00	1,400.00
30 6500 Website	0.00	0.00	0.00	0.00	62.50	0.00	53.75	99.00	0.00	901.00	2,250.00	2,250.00	6,862.84	17,000.00
30 6800 Training	883.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	999.69	3,000.00	3,000.00
30 7000 Electric	750.98	556.25	485.23	388.87	378.62	410.52	434.32	408.24	562.64	201.12	201.12	201.11	5,000.00	5,000.00
30 7002 Natural Gas	20.21	21.13	340.73	853.60	21.13	104.28	51.15	22.16	24.49	355.42	355.42	355.43	3,500.00	3,500.00
30 7003 Telephone	504.90	502.59	498.04	502.34	503.87	495.81	507.36	498.55	501.55	561.87	561.87	561.65	6,200.00	6,200.00
30 7004 Water	33.97	65.83	36.61	34.95	43.24	41.03	32.74	41.03	34.95	131.32	131.32	131.32	750.00	750.00
Total Administration	20,673.75	21,679.95	22,866.68	22,771.15	24,624.83	29,397.16	28,450.95	22,216.08	21,838.74	27,711.22	26,250.33	27,817.40	299,298.24	304,063.00
Operations Division														
Fire Services														
40 5010 Computer/IT/Printer	0.00	0.00	0.00	3,633.00	0.00	0.00	0.00	880.00	0.00	0.00	0.00	0.00	4,513.00	4,225.00
40 6130 Lifepac 12 Heart Monitor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,100.00	2,100.00	4,500.00
40 6131 Body Armor/Helmet/EIMS PK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,100.00	2,100.00	1,750.00
40 5007 City Radio/Antenna/Install	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	750.00
40 6250 FD Office Supplies	106.27	0.00	0.00	0.00	31.46	28.86	6.48	134.33	325.74	0.00	0.00	0.00	636.14	800.00
40 6261 Travel/Conferences/Meals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	350.00	500.00	1,350.00	1,350.00
40 6145 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	339.97	0.00	0.00	160.03	500.00	500.00
40 5002 Asset Tags/Metal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	377.90	0.00	0.00	0.00	0.00	377.90	500.00
40 6147 Postal Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	0.00	0.00	0.00	49.00	125.00
40 6120 Internet/Wifi/Sat	0.00	0.00	0.00	0.00	107.06	94.02	91.28	165.95	65.96	65.96	65.96	65.96	722.16	1,200.00
40 6148 PPE/Bunker gear	0.00	0.00	0.00	0.00	3,204.00	0.00	0.00	288.96	0.00	0.00	0.00	0.00	3,500.00	3,500.00
40 5000 ALS medical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
40 6002 Apparatus Upgrades/Repairs	0.00	0.00	1,169.43	651.35	96.04	0.00	0.00	0.00	0.00	266.67	266.67	266.66	800.00	1,000.00
40 6208 Cell Phone	52.43	52.43	52.43	117.37	52.39	52.39	52.43	52.43	52.43	103.93	103.93	103.93	848.52	900.00
40 6002 Equipment Maint and Repair	24.52	47.06	150.00	0.00	0.00	17.75	11.83	0.00	0.00	0.00	0.00	0.00	500.00	500.00
40 6201 Fire Hose	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00	2,000.00	3,500.00	3,500.00
40 6010 Fuel	395.68	374.53	297.89	442.91	553.91	521.48	498.76	514.08	410.07	397.57	397.57	397.57	5,200.00	4,000.00
40 6101 Fire Marshal Dues & Fees	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00	75.00	0.00	0.00	0.00	600.00	600.00
40 6205 Payroll - Fire/Safety Manager	4,685.29	4,755.20	4,755.20	4,755.20	4,755.20	7,132.80	4,755.20	4,755.20	4,755.20	4,912.68	7,132.00	4,912.67	62,061.84	60,000.00
40 6206 Health Insurance	638.93	626.99	626.99	626.99	626.99	626.99	626.99	626.99	626.99	626.05	626.05	626.05	7,530.00	7,530.00
40 6204 NFPA Pump/Ladder E2	0.00	0.00	0.00	0.00	1,775.00	1,725.00	2,275.00	1,825.00	1,825.00	2,241.67	2,241.67	2,241.66	450.00	450.00
40 6207 PT Personnel Stipend	1,575.00	1,750.00	1,525.00	1,800.00	0.00	164.63	0.00	0.00	0.00	0.00	135.37	0.00	300.00	300.00
40 6200 Safety Fire Equipment	0.00	0.00	0.00	0.00	0.00	57.47	0.00	0.00	0.00	0.00	193.26	193.26	600.00	1,000.00
40 7004 Uniforms/Graphics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	500.00
40 7000 Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	800.00
40 7000 Electric	158.40	117.40	81.16	183.23	164.10	111.64	128.55	128.47	162.95	654.70	654.70	654.70	3,200.00	2,000.00
40 7001 Natural Gas	44.20	44.20	44.20	104.57	44.77	45.70	46.69	43.60	87.36	87.36	87.36	87.36	758.34	800.00
40 7002 Water	29.33	30.39	26.17	31.84	36.82	30.74	35.16	29.63	31.29	56.21	56.21	56.21	450.00	450.00
Total Fire Service	7,603.78	7,905.21	8,728.97	12,349.46	11,780.70	10,683.54	8,524.76	10,325.26	8,351.31	12,632.78	13,337.47	19,071.66	131,295.90	128,880.00
Police Department														
40 8015 Audio Visual	0.00	0.00	0.00	0.00	59.82	602.79	0.00	0.00	119.82	358.78	358.78	0.00	1,500.00	1,800.00
40 8019 Ballistic Helmet	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,070.00	0.00	0.00	0.00	5,070.00	5,400.00
40 8018 Body Armor	0.00	0.00	0.00	0.00	0.00	341.99	0.00	0.00	0.00	1,158.01	1,000.00	0.00	2,500.00	4,500.00
40 8021 Cell Phone Staff	528.51	527.57	527.57	-122.06	605.81	479.60	580.00	628.99	581.32	960.75	960.75	960.75	7,220.57	7,800.00
40 8050 Child Abuse Interfocal	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
40 8055 Cleaning	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	300.00	350.00	350.00	350.00	4,150.00	4,200.00



Account	Oct 2016 Actual	Nov 2016 Actual	Dec 2016 Actual	Jan 2017 Actual	Feb 2017 Actual	Mar 2017 Actual	Apr 2017 Actual	May 2017 Actual	June 2017 Actual	July 2017 Outlook	Aug 2017 Outlook	Sept 2017 Outlook	FY 2016-2017 TOTAL	FY 2016-2017 Budget
Multi-year Commitments														
50 8011 Copier Maint Contract	256.34	252.44	314.92	181.04	395.42	157.26	420.12	131.10	455.97	78.46	78.46	78.47	2,800.00	2,800.00
50 8650 EDC Tax Note	0.00	0.00	0.00	13,032.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	833.31	13,866.00	13,866.00
50 8009 Fire Engine 2013 Spartan	0.00	0.00	0.00	22,501.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.59	22,502.00	22,502.00
50 8020 Fire Marshal Vehicle	0.00	0.00	0.00	12,802.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	335.33	13,138.00	13,138.00
50 8013 Office Machine Contract	-198.50	0.00	0.00	368.05	0.00	0.00	476.46	0.00	0.00	0.00	0.00	0.00	646.01	575.00
50 8015 Tractor	0.00	0.00	0.00	8,884.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	315.13	9,000.00	9,000.00
50 8016 Radio Lease/Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50 Tractor/Mower/Bush Hog	0.00	0.00	0.00	0.00	0.00	4,962.56	0.00	0.00	0.00	0.00	0.00	0.44	4,983.00	4,983.00
50 PW - 3/4 Dodge 2 of 4	0.00	0.00	0.00	6,338.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.88	6,400.00	6,400.00
50 PD - 2016 Ram 2 of 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,693.00	16,693.00	16,693.00
50 PD - 2016 Ford Explorer 2 of 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,042.00	0.00	18,042.00	18,042.00
Total Debt Service	57.84	252.44	314.92	63,806.87	395.42	5,119.82	696.58	131.10	455.97	78.46	18,120.46	18,318.13	108,050.01	107,878.00
Facilities														
50 8100 Building Minc - City Hall	6.79	2,847.73	1,247.30	-1,650.32	-68.48	891.47	-73.87	6.78	3,850.46	1,278.70	1,278.70	1,278.71	11,000.00	12,000.00
50 8101 Building Minc - EM Svcs.	0.00	0.00	182.38	0.00	112.50	150.00	1,485.00	1,450.00	319.48	2,440.21	2,440.21	2,440.20	11,000.00	12,000.00
Total Facilities	6.79	2,847.73	1,429.69	-1,650.32	44.02	1,041.47	1,391.13	1,456.78	4,169.94	3,719.91	3,719.91	3,719.91	22,000.00	24,000.00
Dedicated Funds														
50 TIF Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,000.00	0.00	0.00	112,000.00	100,000.00
50 8207 Phase 2 Radio upgrade	0.00	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
50 8208 Sports Compx Grt Mich Transfer	0.00	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	8,500.00	0.00	0.00	0.00	28,500.00	20,000.00
50 8203 Resrv Unassigned Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,324.00	100,324.00	100,324.00
50 8204 Street Fund Transfer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,000.00	34,000.00	35,000.00
Total Dedicated Funds	0.00	0.00	0.00	0.00	40,000.00	0.00	0.00	0.00	8,500.00	112,000.00	0.00	134,324.00	294,824.00	275,324.00
Insurance														
50 8300 Auto Liability	378.08	378.08	1,275.88	378.08	2,368.08	378.08	378.08	378.08	378.08	335.18	335.18	335.16	7,296.00	7,296.00



Account	Oct 2016 Actual	Nov 2016 Actual	Dec 2016 Actual	Jan 2017 Actual	Feb 2017 Actual	Mar 2017 Actual	Apr 2017 Actual	May 2017 Actual	June 2017 Actual	July 2017 Outlook	Aug 2017 Outlook	Sept 2017 Outlook	FY 2016-2017 TOTAL	FY 2016-2017 Budget
50 8301 Auto Phys. Damage	211.42	211.42	211.42	211.42	211.42	211.42	211.42	211.42	211.42	232.41	232.41	232.40	2,600.00	4,186.00
50 8302 Error & Omissions	133.00	133.00	133.00	133.00	133.00	133.00	133.00	133.00	133.00	182.67	182.67	182.66	1,745.00	1,745.00
50 8303 General Liability	64.17	64.17	64.17	64.17	64.17	64.17	64.17	64.17	64.17	64.17	64.17	64.17	770.04	697.00
50 8305 Law Enforcement Liability	591.83	591.83	591.83	591.83	591.83	591.83	591.83	591.83	591.83	591.83	591.83	591.83	7,101.96	5,652.00
50 8306 Mobil Equipment	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	282.00	310.00
50 8307 Real & Personal Property	238.92	238.92	238.92	250.92	250.92	250.92	250.92	250.92	250.92	250.92	250.92	250.92	2,875.04	1,812.00
50 8308 Workers Compensation	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.06	1,505.12	18,061.00	18,061.00
Total Insurance	3,146.00	3,146.00	4,043.80	3,156.00	5,146.00	3,156.00	3,156.00	3,156.00	3,156.00	3,185.74	3,185.74	3,185.76	40,891.04	39,771.00
Outsourcing														
50 8400 Ambulance Service	0.00	0.00	0.00	3,341.59	0.00	0.00	3,341.59	0.00	0.00	3,380.50	3,458.32	0.00	13,522.00	13,522.00
50 8401 Animal Control	0.00	0.00	0.00	0.00	3,125.00	0.00	1,562.50	0.00	0.00	1,560.00	3,112.50	0.00	9,350.00	9,350.00
50 8402 Auditor	0.00	0.00	0.00	0.00	1,757.89	220.00	0.00	0.00	0.00	4,500.00	3,242.11	4,780.00	14,500.00	14,500.00
50 8403 Central Appraisal District	0.00	1,894.00	0.00	0.00	1,894.00	0.00	0.00	1,894.00	0.00	0.00	1,561.00	0.00	7,243.00	7,243.00
50 8404 City Civil Attorney	3,226.30	1,434.21	841.46	2,057.53	5,032.50	2,609.40	5,602.65	1,594.50	2,978.65	1,609.83	1,609.83	1,609.84	30,000.00	30,000.00
50 8405 City Engineer	3,969.84	3,071.09	3,190.00	-8,902.36	-2,741.30	17.74	780.82	1,380.75	-1,943.75	3,725.79	3,725.79	3,725.79	10,000.00	10,000.00
50 8415 Codification	725.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,385.00	9,385.00
50 8414 Consulting/Prof Service	1,150.00	0.00	0.00	0.00	0.00	0.00	2,360.00	0.00	0.00	0.00	0.00	0.00	3,540.00	2,445.00
50 8416 Drainage Project - Prelim Eng	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,000.00	32,000.00
50 8408 Surety	0.00	0.00	0.00	184.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	200.00	200.00
50 8407 Information Technologies	1,321.65	1,401.39	1,363.89	1,401.39	1,544.64	1,454.60	1,492.10	1,526.54	1,527.77	2,322.01	2,322.01	2,322.01	20,000.00	20,000.00
50 8411 MS4 Permitting Consultant	0.00	0.00	937.20	3,353.30	2,959.71	2,921.08	0.00	0.00	320.02	0.00	6,830.82	8,273.07	25,000.00	25,000.00
50 8408 Tax Assessor & Collector	0.00	0.00	1,136.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.75	1,300.00	1,300.00
50 8409 TIF Administrator	0.00	300.00	800.00	0.00	0.00	300.00	0.00	1,000.00	0.00	1,800.00	0.00	0.00	4,000.00	4,000.00
50 8410 Shredding Services	100.84	0.00	101.31	100.84	203.58	106.87	106.87	106.87	106.87	121.69	121.69	121.69	1,300.00	1,300.00
Total Outsourcing	10,486.83	8,100.69	8,170.11	1,551.29	13,776.00	7,029.68	15,276.33	7,482.66	2,989.66	18,810.12	25,984.17	61,672.45	181,350.00	180,255.00
Payroll Taxes														
50 8500 FICA	3,543.94	3,841.70	4,105.95	3,773.39	4,002.85	6,239.89	3,680.14	3,686.75	4,234.92	5,003.45	5,003.45	5,003.47	52,720.00	52,720.00
50 8501 Medicare	636.65	668.46	960.25	882.47	836.20	1,459.32	830.82	832.39	980.44	1,167.66	1,167.66	1,167.66	12,330.00	12,330.00
50 8502 Retirement - City Portion	2,861.53	3,036.06	3,283.43	3,036.08	3,378.90	5,428.44	3,618.20	3,626.12	3,853.28	4,619.65	4,619.65	4,619.65	45,960.00	45,960.00
50 8503 SUTA	135.52	145.87	40.25	1,201.08	1,098.41	389.08	3.21	2.89	0.00	161.89	161.89	161.91	3,500.00	3,500.00
Total Payroll Taxes	7,377.64	7,822.09	8,399.88	8,893.02	9,412.46	13,516.73	8,533.37	8,548.15	9,078.65	10,852.65	10,852.65	10,852.71	114,510.00	114,510.00
Total Expenses	112,050.29	119,296.30	124,694.75	176,356.93	188,413.09	176,104.84	148,900.67	128,353.10	142,875.80	302,579.71	211,503.58	390,938.40	2,222,107.43	2,235,947.00
Estimated Bank Balance									763,610.55	629,972.62	398,525.82	85,606.38		-

**CITY OF LAVON**  
**BUILDING PERMITS**  
**CALENDAR YEAR 2016-2017**

PERMITS	June - 17	Calendar Year 2017	June - 16	Calendar Year 2016
	NUMBER	NUMBER	NUMBER	NUMBER
COMMERCIAL	1	5	2	2
SINGLE FAMILY	7	31	1	18
POOLS	2	2	0	1
OTHERS	15	63	26	179
<b>TOTAL</b>	<b>25</b>	<b>101</b>	<b>29</b>	<b>200</b>

# MUNICIPAL RECYCLING PROGRAM

For

## LAVON, TEXAS

2017	Homes	Total Tonnage	PPH
January	1,245	16.69	26.81
February	1,244	20.85	33.52
March	1,251	29.58	47.29
April	1,250	22.53	36.05
May	1,252	25.81	41.23
June			
July			
August			
September			
October			
November			
December			

Previous Years	Average Homes	Total Tons	PPH per Month
2014 * Started July	1,063	102.08	32.00
2015	1,142	260.12	37.96
2016	1,219	287.19	39.27

**Wash It "N" Toss It**  
a service provided by

**Community Waste Disposal.com**

2010 California Crossing

Dallas, TX 75220-2310

*telephone*

972.392.9300 - 817.795.9300

*facsimile*

972.392.9301

**RECEIVED**

**JUN 22 2017**

**CITY OF LAVON**

### Municipal Service Inquiries

**May, 2017**

<u>Service Opportunities</u>	<u>Service Inquiries</u>	<u>Per 1,000 Service Opportunities</u>
10,851	0	0.00

PRB  
Reviewed

**Emailed to:**

[kim.dobbs@cityoflavon.org](mailto:kim.dobbs@cityoflavon.org)





## **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 10-A**

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**Item:**

Discussion and action regarding the Preliminary Plat of the Crestridge Meadows addition.

**Background Information**

**Owner(s):** Thomas J. Moon

**Applicant:** Tom Moon, Owner  
Sterling One Properties, also ref to as Rockwall Retail Investors, LLC, Developer

**Location:** Situated east of and in the vicinity of the 10700 block of CR 484

**Description:** CCAD Tracts 107 and 114, Drury Anglin Survey, A-2,  
Collin County, Texas (75.249 acres)  
CCAD Parcel IDs: 2117877 and 2087761, respectively

**Current Zoning:** (PD) Planned Development – Residential

**Request:** Consideration of the Preliminary Plat.

**Request Details**

The applicant is seeking approval of the Preliminary Plat for the Crestridge Meadows addition, a development for which a Planned Development Concept Plan was approved on June 20, 2017. The proposed Preliminary Plat conforms to the zoning as established in the approved concept plan.

**Infrastructure:**

**Water**

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

### Sewer

The development is served by the City of Lavon. The developer will extend the connection to the sanitary sewer system existing main.

### Roads

The roads will be developed in accordance with City ordinances and policies. There is a single point of ingress and egress from CR 484 that will be divided by a median at the entrance. There is a future roadway connection stubbed out on Street I to connect to the property directly south of the addition. There are two 24' emergency access easements provided for public safety access, one on Street B and one on Street Lon the west and east sides of the addition respectively.

### Parkland

The applicant has provided open space within the development and will construct a concrete trail along the northern boundary of the subdivision.

### Floodplain

The FEMA flood plain located within the development is not proposed to be altered. The developer has indicated an intention to study the existing ponds in order to manage and protect any potential wetlands that may be associated as well as provide appropriate measures to address impact upstream and downstream of the proposed addition. The flood plain area will be placed in homeowner maintained drainage easements to insure adequate maintenance and preservation.

### **Staff Notes:**

The applicant met with City staff and has complied with all staff and City Engineer review notes. The Planning & Zoning Commission voted unanimously to approve the preliminary plat. Specifically the motion stated was:

MOTION: APPROVE THE PRELIMINARY PLAT OF CRESTRIDGE MEADOWS, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

MOTION MADE: TIEGS

SECONDED: ORMSBY

APPROVED: UNANIMOUS

Absent: NABORS, COKER

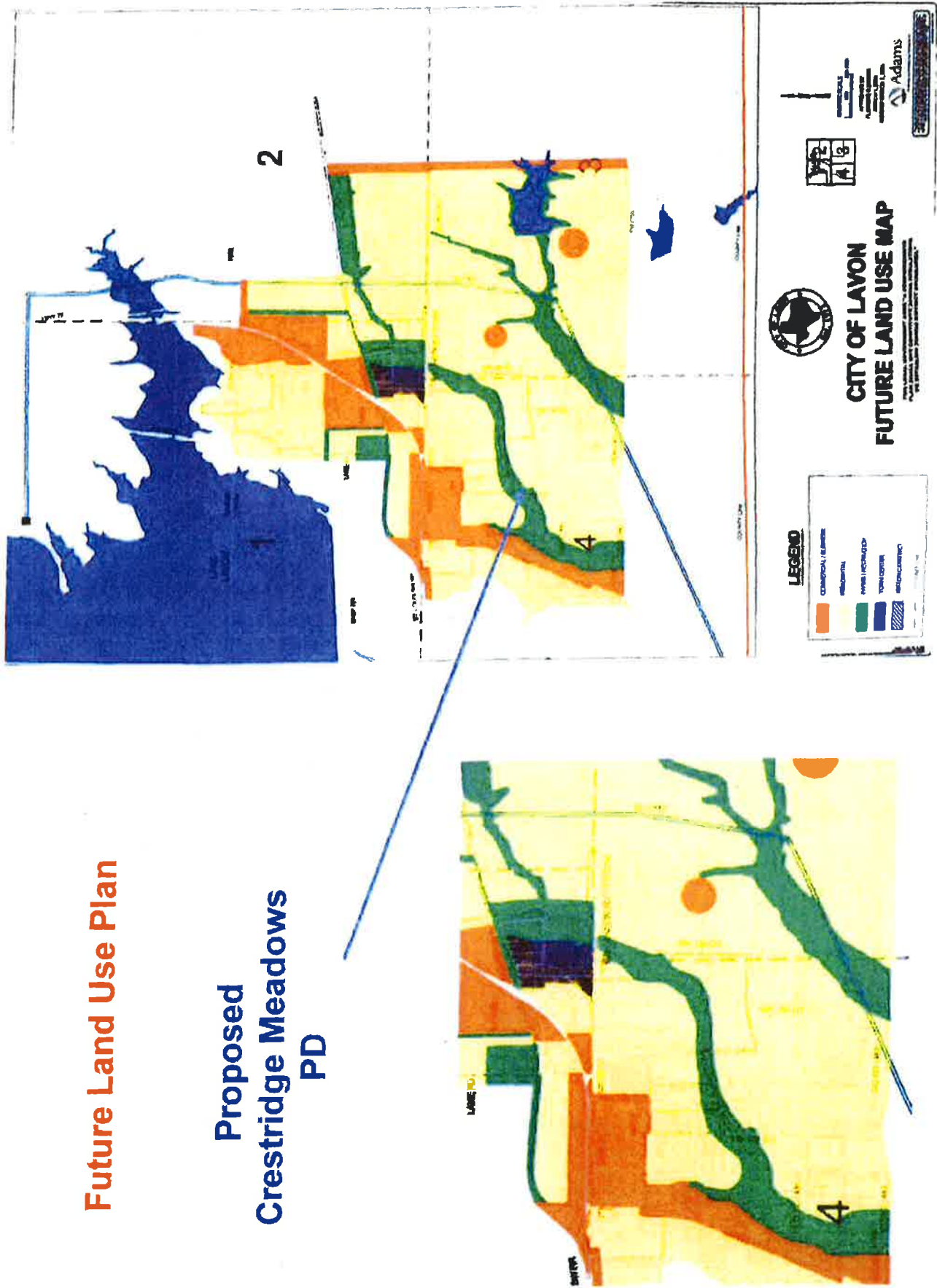
The proposed preliminary plat conforms to the zoning and approval is recommended.

- Attachments:**
1. Application
  2. Location Exhibits
  3. Proposed Preliminary Plat
  4. Engineer review notes
  5. PD Ordinance No. 2017-06-03

July 14, 2017

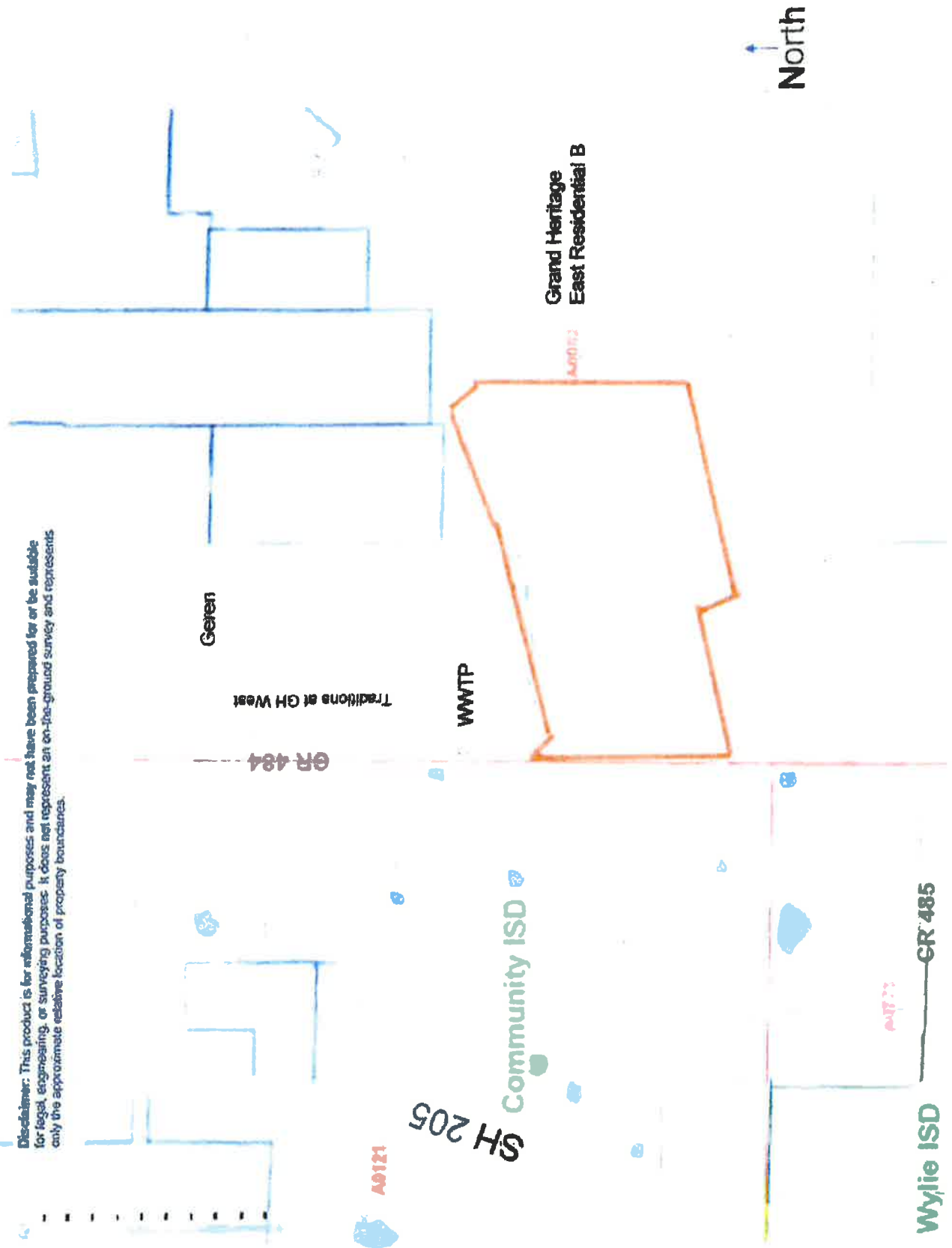
# Future Land Use Plan

## Proposed Crestridge Meadows PD



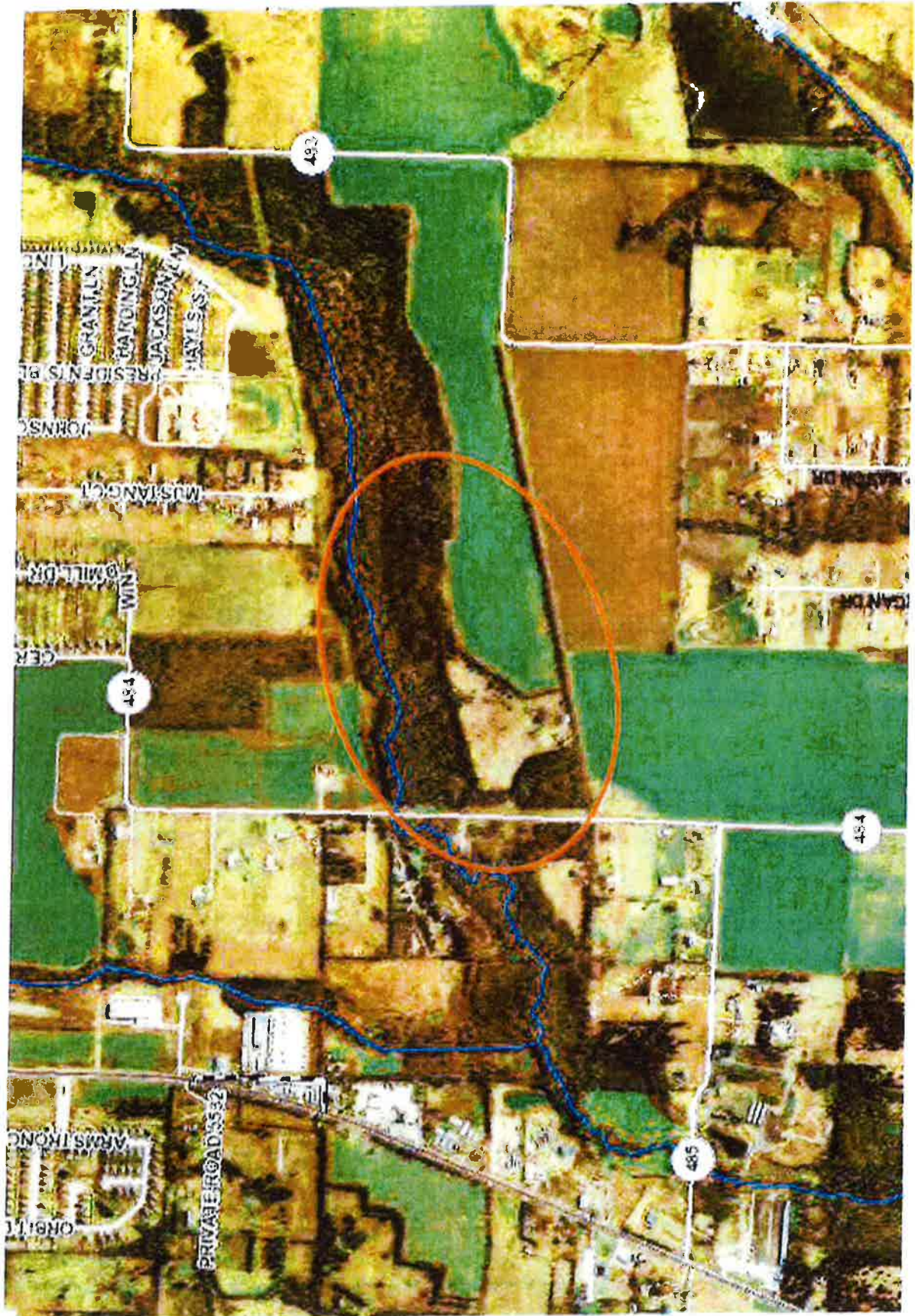
# Crestridge Meadows -- Location Exhibit

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





## Crestridge Meadows – Location Exhibit









# CITY OF LAVON

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

## PLAT APPLICATION

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

Company Making Submission		Property Owner	
Name:	ROCKWALL RETAIL INVESTORS, LLC	Name:	TOM MOON
Address:	2761 SUNSET RIDGE DR. STE 607	Address:	P.O. BOX 272
City/State/Zip:	ROCKWALL, TX. 75032	City/State/Zip:	LAVON, TX 75166
Phone #:	4694467734	Phone #:	
Fax #:		Fax #:	
Authorized Person:	RUSSELL PHILLIPS	Authorized Person:	
<b>Type of Submission</b>		<b>Check List of Items Submitted</b>	
<input checked="" type="checkbox"/> Preliminary Plat		<input type="checkbox"/> (two) full size sets of plats (24x36)	
<input type="checkbox"/> Final Plat		<input type="checkbox"/> (two) full size construction sets (24x36)	
<input type="checkbox"/> Re-Submittal		<input type="checkbox"/> (one) half size sets of plats (11x17)	
<input type="checkbox"/> Construction Plans		<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)	
<input type="checkbox"/> Other		<input type="checkbox"/> (one) PDF plats (on separate CD's)	
		<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)	
<b>Pricing</b>			
Preliminary Plat: C*D*	\$325.00 plus \$5.00 per lot (Plus engineer review costs) 1695.00		
Final Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)		
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)		
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)		
<small>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required. D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation. E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.</small>			
<b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.			
Authorized Representative (Printed Name)	Authorized Representative (Signature)	Date:	
RUSSELL PHILLIPS	<i>Russell Phillips</i>	6/12/17	
To be completed by the City			
In Takers Name:			
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
P&Z Review Date:			
<input type="checkbox"/> Approved			
<input type="checkbox"/> Rejected			
Council Action Date:			
<input type="checkbox"/> Approved			
<input type="checkbox"/> Rejected			
Comments:			
RECEIVED			
JUN 12 2017			

CITY OF LAVON









2017-June-23

LeAnn McClendon  
Municipal Services  
City of Lavon  
120 School Road  
Lavon, TX 75166

RE: Crestridge Meadows – Preliminary Plat  
ECD Project #08828  
Response to Adams Engineering Memorandum of 22-June-2017

Ms. McClendon:

We have completed our plan updates based on the Adams Engineering first review/redline comments provided by your office via email/link on 2017-June-22, for the Preliminary Plat submittal of Crestridge Meadows and offer the following responses in **bold font**:

Preliminary Plat:

1. In accordance with the ordinance, Adams recommends that the City request of the applicant a copy of the traverse calculations of the subdivision confirming that the error of closure of the subdivision does not exceed one in ten thousand (1:10,000).  
**A copy of the closure report will be provided.**
2. By PD ordinance section 7 a maximum of 274 dwelling units are permitted on the property. The Preliminary Plat shows 288 residential lots. Delete at least 14 residential lots.  
**The number of lots has been reduced to 274.**
3. Street names are shown by letter designation which is acceptable for Preliminary Plat. For Final Plat, street names should be compared against other street names in Lavon to insure they are sufficiently different in sound and spelling.  
**We acknowledge that street names will be provided to and approved by the City.**
4. The following notice needs to be placed on the face of the preliminary plat by the subdivider: "Preliminary Plat for Review Purposes Only".  
**Revised as requested.**
5. Location map needs to be at a scale of 1"=1000'. If Traditions at Grand Heritage has been filed for record, then show streets of that subdivision in the Location map.  
**Revised as requested.**
6. The standard right of way cross section includes minimum construction specifications. Actual roadway specifications will be subject to more stringent recommendations of the geotechnical pavement recommendation that will be required when construction plans are reviewed.  
**We acknowledge that we will provide a pavement design based on the geotechnical recommendation or the City Standard, whichever is greater.**
7. Add name, address, phone number, and firm number of the Registered Public Surveyor.  
**Revised as requested.**
8. Confirm that contours are from actual field survey. Provide the vertical datum used. Topo doesn't seem to show the pond along the southwest boundary or the creek in the center of the property.  
**Field topo is in progress and will be provided in subsequent plans/submittals as available.**
9. Show anticipated phasing of units unless entire project will be built as one unit.  
**Phase line provided, as requested.**

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**JUN 23 2017**

**CITY OF LAVON**

10. Before developer can fill lots 12, 13, and 14, block C, they will need to get a Waters of the US determination concerning the existing pond there. If lots in block A have a creek running through them, they will need a Corps of Engineers permit to do any construction there. The US Fish and Wildlife Service may also need to be consulted. They are potentially non-buildable lots. Several governmental agencies have jurisdiction over activities that impact creeks. Place a note on the preliminary plat that reads, "Approval of this Preliminary Plat does not imply any liability for the City of Lavon should any lots or streets prove un-buildable due to impacts of jurisdictional authority by others."

**Determination to be provided by our environmental consultant**

11. Show 24' emergency access easements where indicated on the marked-up plat.

**Revised as requested.**

12. Street A has potentially 2,880 vehicles per day travel on it (assume 10 trips per day/house). From a livability standpoint, a 2-lane local street has a daily capacity of 1000 vehicles per day. (With cars parked on both or one side of the road, maneuvering large volumes could prove stressful.) If street A is left as the only point of egress/ingress, it is recommended that it be considered a collector road (60' ROW, 40' back to back road) to the intersection with Street I. That would permit 2-lanes with center left turn lane. The capacity of such a road is theoretically 16,000 vehicles per day and thus more livable. Show 60' ROW cross-section on plan.

**Street A was already provided as a 60' ROW; labeling has been corrected.**

13. Street intersection detail calls for 15' UE's but the plan shows 10' UE's.

**Revised as requested.**

14. Minimum corner lot frontage is 60'. Label correct width of corner lots along north side of Street A.

**Revised as requested.**

15. Confirm minimum frontages met at Building Line where noted on Plat markup.

**Revised as requested.**

16. Address minimum depth shortages where marked on plat.

**Revised as requested.**

17. Add "Notes" shown in box on plat markup.

**Revised as requested.**

18. Provide a traffic impact analysis for the impact on CR 484 at Street A and potential need for deceleration and turn lanes. Coordinate with Collin County road system authority.

**TIA will be provided with engineering plans**

19. For all lots, including lots adjacent to Lot 1X, Block A, the finished floors must be a minimum 2 feet above the FEMA Base Flood Elevation.

**Acknowledged.**

20. There are a lot of trees on the site. What is the developer's plan to retain trees and minimize destruction of trees?

**We will make every effort to minimize tree loss.**

#### Preliminary Water & Sewer Plan

21. Recommend a water study be provided by the developer to prove the water supply and pressure are adequate for domestic and fire fighting for this project and any implied growth.

**Study will be provided via Bear Creek SUD.**

22. Recommend existing sanitary sewer lift station capacity and wastewater treatment capacity be confirmed with respect to handling flow from this project.

**Acknowledged.**

23. Preliminary conceptual plan appears to meet standards.

**Acknowledged.**

**Preliminary Drainage Plan**

24. Presuming existing ground contours are correct, the collection concept appears to meet standards. Pre and Post drainage area maps and calculations will be required in design stage.

**Acknowledged.**

25. Care will need to be taken in collecting the 19.42 acres that skirts by the southwest property line. Some of it may be going into the pond that apparently will be filled in if permitted by authorities.

**Acknowledged.**

26. Provide a Flood Study that addresses existing conditions and ultimate conditions (at build-out) for each floodplain that is affected by increased run-off from this site. The Flood Study should address the highly erosive condition of Bear Creek. Also, the developer should identify any environmentally sensitive areas that the proposed development will affect. Layout has left the floodplain as the only area to provide detention. Determine from the County Engineer whether detention ponds in the floodplain are permissible and whether it has been done up or downstream of this project. Depending upon where they are within the watershed, detention might be counterproductive. We would want to see a timing analysis done. Detention could hold back the lower watershed area to coincide with the peak from upstream. Show detention areas on the Preliminary Drainage Plan and indicate whether wet or dry.

**We will provide a drainage study that addresses increased run-off and the best way to handle the effects.**

27. Lot 1X Block C looks like it will be a big hole to collect water. Care will need to be taken to not undermine the sewer line in the sewer line easement.

**Any grading/design issues will be addressed with engineering plans.**

28. Show direction of flow arrows on the plan.

**Revised as requested.**

29. No valley gutters will be permitted at intersections.

**Acknowledged.**

Please find our 2<sup>nd</sup> Preliminary Plat Submittal Set dated June 23<sup>rd</sup>, 2017 included with this response.

Respectfully,



Todd D. Wintters, P.E.  
Engineering Concepts & Design, L.P.



## ENGINEERING MEMORANDUM

**DATE:** June 22, 2017  
**SUBJECT:** Review (Preliminary Plat - Crestridge Meadows)  
**TO:** LeAnn McClendon (City of Lavon – Municipal Services)  
**FROM:** Adams Engineering – Dennis Lang PE

---

On June 14, 2017, the City of Lavon requested by mail that Adams Engineering make a preliminary study of the Preliminary Plat for Crestridge Meadows, a nominal 75.24 acre tract south of Bear Creek and east of County Road 484 to determine if it is substantially complete in accordance with Ordinance 2002-01-03 and 2017-06-03. Included with the letter request were (1) each 24x36 prints of a Preliminary Plat, Preliminary Water and Sewer Plan, and Preliminary Drainage Plan.

The following are comments based on our limited review:

**Preliminary Plat:**

1. In accordance with the ordinance, Adams recommends that the City request of the applicant a copy of the traverse calculations of the subdivision confirming that the error of closure of the subdivision does not exceed one in ten thousand (1:10,000).
2. By PD ordinance section 7 a maximum of 274 dwelling units are permitted on the property. The Preliminary Plat shows 288 residential lots. Delete at least 14 residential lots.
3. Street names are shown by letter designation which is acceptable for Preliminary Plat. For Final Plat, street names should be compared against other street names in Lavon to insure they are sufficiently different in sound and spelling.
4. The following notice needs to be placed on the face of the preliminary plat by the sub-divider: "Preliminary Plat for Review Purposes Only".
5. Location map needs to be at a scale of 1"=1000'. If Traditions at Grand Heritage has been filed for record, then show streets of that subdivision in the Location map.
6. The standard right of way cross section includes minimum construction specifications. Actual roadway specifications will be subject to more stringent recommendations of the geotechnical pavement recommendation that will be required when construction plans are reviewed.
7. Add name, address, phone number, and firm number of the Registered Public Surveyor.
8. Confirm that contours are from actual field survey. Provide the vertical datum used. Topo doesn't seem to show the pond along the southwest boundary or the creek in the center of the property.
9. Show anticipated phasing of units unless entire project will be built as one unit.
10. Before developer can fill lots 12, 13, and 14, block C, they will need to get a Waters of the US determination concerning the existing pond there. If lots in block A have a creek running through them, they will need a Corps of Engineers permit to do any construction there. The US Fish and Wildlife Service may also need to be consulted. They are potentially non-buildable lots. Several governmental agencies have jurisdiction over activities that impact creeks. Place a note on the preliminary plat that reads, "Approval of this Preliminary Plat does not imply any liability for the City of Lavon should any lots or streets prove un-buildable due to impacts of jurisdictional authority by others."
11. Show 24' emergency access easements where indicated on the marked-up plat.
12. Street A has potentially 2,880 vehicles per day travel on it (assume 10 trips per day/house). From a livability standpoint, a 2-lane local street has a daily capacity of 1000 vehicles per day. (With cars parked on both or one side of the road, maneuvering large volumes could prove stressful.) If street A is left as the only point of egress/ingress, it is recommended that it be considered a collector road (60' ROW, 40' back to back road) to the intersection with Street I. That would

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CITY OF LAVON

permit 2-lanes with center left turn lane. The capacity of such a road is theoretically 16,000 vehicles per day and thus more livable. Show 60' ROW cross-section on plan.

13. Street intersection detail calls for 15' UE's but the plan shows 10' UE's.
14. Minimum corner lot frontage is 60'. Label correct width of corner lots along north side of Street A.
15. Confirm minimum frontages met at Building Line where noted on Plat markup.
16. Address minimum depth shortages where marked on plat.
17. Add "Notes" shown in box on plat markup.
18. Provide a traffic impact analysis for the impact on CR 484 at Street A and potential need for deceleration and turn lanes. Coordinate with Collin County road system authority.
19. For all lots, including lots adjacent to Lot 1X, Block A, the finished floors must be a minimum 2 feet above the FEMA Base Flood Elevation.
20. There are a lot of trees on the site. What is the developer's plan to retain trees and minimize destruction of trees?

#### **Preliminary Water & Sewer Plan**

21. Recommend a water study be provided by the developer to prove the water supply and pressure are adequate for domestic and fire fighting for this project and any implied growth.
22. Recommend existing sanitary sewer lift station capacity and wastewater treatment capacity be confirmed with respect to handling flow from this project.
23. Preliminary conceptual plan appears to meet standards.

#### **Preliminary Drainage Plan**

24. Presuming existing ground contours are correct, the collection concept appears to meet standards. Pre and Post drainage area maps and calculations will be required in design stage.
25. Care will need to be taken in collecting the 19.42 acres that skirts by the southwest property line. Some of it may be going into the pond that apparently will be filled in if permitted by authorities.
26. Provide a Flood Study that addresses existing conditions and ultimate conditions (at build-out) for each floodplain that is affected by increased run-off from this site. The Flood Study should address the highly erosive condition of Bear Creek. Also, the developer should identify any environmentally sensitive areas that the proposed development will affect. Layout has left the floodplain as the only area to provide detention. Determine from the County Engineer whether detention ponds in the floodplain are permissible and whether it has been done up or downstream of this project. Depending upon where they are within the watershed, detention might be counterproductive. We would want to see a timing analysis done. Detention could hold back the lower watershed area to coincide with the peak from upstream. Show detention areas on the Preliminary Drainage Plan and indicate whether wet or dry.
27. Lot 1X Block C looks like it will be a big hole to collect water. Care will need to be taken to not undermine the sewer line in the sewer line easement.
28. Show direction of flow arrows on the plan.
29. No valley gutters will be permitted at intersections.

#### **Summary**

After cursory review of the Preliminary Plat and Preliminary Utility and Drainage Plans for Crestridge Meadows we suggest consideration of the above comments and markings on the attached drawings which we think are worthy of consideration.





**CITY OF LAVON**  
**ORDINANCE NO. 2017-06-03**

Planned Development – Crestridge Meadows

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING A PLANNED DEVELOPMENT (PD) DISTRICT FOR RESIDENTIAL USES ON A 75.249 ACRE TRACT OF LAND DESCRIBED HEREIN AND LOCATED GENERALLY AT EAST OF AND IN THE VICINITY OF THE 10700 BLOCK OF CR 484, LAVON, COLLIN COUNTY, TX; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF \$2,000 PER DAY; PROVIDING SEVERABILITY, SAVINGS, AND CUMULATIVE/ REPEALER CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, at its meeting held on the 23<sup>rd</sup> day of May, 2017, the Planning & Zoning Commission considered and made recommendations on a certain request for a Planned Development District; and

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

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

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

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

**Section 2.**     **Definitions.** Definitions shall be those contained in Ordinance No. **97-12-08**, as amended unless specifically defined herein.

**Section 3.**     **Permitted Uses.** The Planned Development is hereby created for a certain approximately 75.249 acres of land, described in the attached Exhibit "A" and depicted in Exhibit "B" located east of and in the vicinity of the 10700 block of CR 484, (Collin County CAD ID#'s 2117877 and 2087761), providing for the following permitted uses:

- A. Single family detached dwellings
- B. Churches

- C. Parks, playgrounds and public recreational facilities
- D. Public buildings and facilities
- E. Real estate sales offices in model homes not to exceed ten (10) years
- F. Temporary buildings incidental to infrastructure construction work
- G. Accessory buildings as defined by the Zoning Ordinance
- H. Customary home occupation
- I. Temporary batch plant during construction limited to the subdivision.
- J. Except as permitted as a customary home occupation, use of a model home as a real estate sales office must terminate not later than thirty (30) days after the sale of the last lot owned by Owner or an assignee of Owner developing the Property.

**Section 4.**     **Prohibited Uses.** The following uses shall be prohibited:

- A. Uses that are not Permitted Uses

**Section 5.**     **Exception to Zoning Ordinance.** The Planned Development will not be subject to the provision contained in Ordinance No. 97-12-08, Article II, Section 1.2 A – Agricultural District that states: “Once land in an “A” category has been placed into another district, the intent of this ordinance is that such land shall not be changed back to an “A” category by any subsequent request for a change.”

**Section 6.**     **Concept Plan.** The entire tract shall be developed generally in accordance with the PD Site Plan, as attached hereto, and made a part hereof as Exhibit “C”.

**Section 7.**     **Development Standards.** Development shall be in accordance with the development standards established for the Single-Family Residential, Article IV in the Zoning Ordinance, except as follows:

- A. **Density.** The minimum lot area shall be 6,000 square feet. A maximum of 274 dwelling units are permitted on the Property.
- B. **Lot Width.** The minimum lot width shall be 50 feet, as measured at the platted front yard setback line; provided that the minimum lot width shall be 60 feet for corner lots.
- C. **Lot Depth.** The minimum lot depth shall be 120 feet.
- D. **Front Yard.** The minimum front yard setback shall be 20 feet.
- E. **Rear Yard.** The minimum rear yard setback shall be 15 feet.



- F. Interior Lot Side Yard. The minimum interior lot side yard setback shall be 5 feet. An interior lot is a lot that is not a corner lot.
- G. Corner Lot Side Yard. The minimum corner lot side yard setback shall be 15 feet.
- H. Dwelling Unit Area. The minimum dwelling unit area shall be 1,400 square feet.
- I. Lot Coverage. The maximum lot coverage for single family uses shall be 60%.
- J. Required Parking. A minimum of two enclosed off-street parking spaces shall be required for a single family use.
- K. Roof Pitch. All single family structures shall have a minimum 6:12 roof pitch; provided that porches and outdoor covered kick-out areas shall have a minimum 4:12 roof pitch.
- L. Masonry. All exterior residential elevations shall consist of 100% masonry on the front facade and a minimum of 75% masonry overall on the side and rear elevations. Masonry shall include stone, brick, or rock set in mortar. The percentage of masonry area is computed from construction document elevations, excluding doors, windows, architectural projections, gables over the roof line, interiors of porches, dormers, areas above a second floor wall plate, and areas above a first floor roof, except that areas above a first floor roof and areas above a second floor wall plate shall not be excluded when computing the percentage of masonry area on the front facade.
- M. Exterior Siding Material. All residential exterior siding material that is not masonry shall be cement fiber board.
- N. Mail Boxes. Cluster mailboxes are permitted.
- O. Garage Orientation. Residential garage openings may face the street at the front of the dwelling.
- P. Fences. Supporting posts for fences shall be steel and shall be placed on the inside of the fence.
- Q. Landscaping. Landscaping shrubs will be required along the front of homes. Yards with homes shall be fully sodded.
- R. Trees. A single two to three inch (2"-3") caliper tree shall be installed in the front yard of homes and a single two to three inch (2" – 3") caliper tree shall be installed in the back yard of homes.

- S. Non-Repetition of Building Form. The same house elevation may not be duplicated within three (3) lots on the same side of street and within three (3) lots on the opposite side of street.

**Section 8.** Trail. In connection with development construction, Owner, at Owner's sole expense, shall construct an eight (8) foot wide concrete walking path within the boundaries of the Property ("Trail") located in the flood plain area consistent with the Concept Plan for the use and enjoyment of residents of the development, which trail shall be designed and constructed in accordance with plans and specifications mutually agreeable to the City and the Owner. The Trail located upon the Property will be made accessible for restricted public use subject to rules, regulations and restrictions adopted by the Owner and/or property owners association.

**Section 9.** Trail – Extended. Owner currently plans to acquire additional real property adjacent to the Property for purposes of development of future phases of development. If Owner is successful in acquiring and developing said additional real property, Owner's plans include provision for and extension of the Trail ("Extended Trail"). Owner will work with the City, School District, and adjacent and beneficiary property owners and developments to extend the Trail to the nearby elementary school. Owner will work with the City to attempt to include the Extended Trail in connection with construction of the Trail.

**Section 10.** The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

**Section 11.** Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 12.** Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Murphy, Texas, whether codified or uncoded, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.


**Section 13.** Penalty Clause. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Lavon, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**Section 14. Savings Clause.** Should any word, phrase, sentence or section contained herein be found to be invalid, such validity shall not affect any other portion of this ordinance.


**Section 15. Effective Date.** This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

**PASSED AND APPROVED** this 20 day of June 2017.



  
Charles A. Teske, Jr.  
Mayor, City of Lavon, Texas

**ATTESTED:**

  
Kim Dobbs  
City Administrator, City of Lavon, Texas

**CITY OF LAVON**  
**ORDINANCE NO. 2017-06-03**

**EXHIBIT A**

Being all that certain lot, tract, or parcel of land located in the DRURY ANGLIN SURVEY, Abstract No. 2, Collin County, Texas, and being all that tract of land described in deed to Thomas J. Moon and wife, Jennifer A. Moon, recorded in Document No. 96-0085000, of the Land Records, of Collin County, Texas, and being a part of that called 414 acre tract described in deed to Maude E. Daugherty, recorded in Volume 165, Page 483, Deed Records, Collin County, Texas, and being more particularly described as follows:

Commencing at a 1/2" iron rod found for corner in or near the Center line of County Road No. 484, and being the Southwest corner of said 414 acre tract, and being the Northwest corner of a tract of land described in deed to Blake Boyd McCarthy, recorded in Document No. 2000-58716, Official Public Records, Collin County, Texas;

Thence North 00°15'00" East, along the West line of said 414 acre tract, a distance of 289.23' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the PLACE OF BEGINNING of the tract of land herein described;

Thence North 00°15'00" East, along or near the center line of said County Road No. 484, and the said West line of 414 acre tract, a distance of 1243.32' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Southwest corner of a tract of land described in deed to City of Lavon, recorded in Instrument No. 20060725001041390, Official Public Records, Collin County, Texas;

Thence Easterly, along or near the center of a creek and along the common line of said City of Lavon Tract and said Moon Tract the following three (3) courses and distances;

- 1) Thence South 70°00'00" East, a distance of 196.59' to a point for corner;
- 2) Thence North 69°00'00" East, a distance of 452.12' to a point for corner;
- 3) Thence South 55°15'00" East, passing at a distance of 68.76' the Southeast corner of said City of Lavon tract, and the Southwest corner of a tract of land described in deed to Cape Cod Bank and Trust Company, recorded in Volume 2651, Page 27, Deed Records, Collin County, Texas, continuing a total distance of 133.28' to a point for corner;

Thence Easterly, along or near the center of a creek and along common line of said Cape Cod Bank and Trust Company tract and said Moon Tract the following five (5) courses and distances;

- 1) Thence North 76°00'00" East, a distance of 139.43' to a point for corner;
- 2) Thence South 65°26'49" East, a distance of 98.46' to a point for corner;
- 3) Thence North 52°44'00" East, a distance of 278.92' to a point for corner;
- 4) Thence South 84°45'00" East, a distance of 139.43' to a point for corner;

- 5) Thence North 61°00'00" East, a distance of 155.83' to a point at the Southeast corner of said tract of land described in deed to City of Lavon, (Inst. No. 20060725001041390);

Thence Easterly, along or near the center of a creek and along the common line of said City of Lavon Tract and said Moon Tract the following six (6) courses and distances;

- 1) Thence North 45°00'00" East, a distance of 146.60' to a point for corner;
- 2) Thence North 65°15'00" East, a distance of 240.92' to a point for corner;
- 3) Thence North 63°30'00" East, a distance of 131.23' to a point for corner;
- 4) Thence North 78°45'00" East, a distance of 344.47' to a point for corner;
- 5) Thence South 55°45'00" East, a distance of 156.86' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;
- 6) Thence South 37°15'00" East, a distance of 69.24' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 00°01'02" West, passing through said 414 acre tract, and passing at a distance of 255.57' to the Northwest corner of a tract of land described in deed to World Land Developers, recorded in Instrument No. 20070913001281380, Official Public Records, Collin County, Texas, and continuing a total distance of 1414.76' to a 1/2" Iron rod found for corner in the South line of said 414 acre tract, and being in the North line of a tract of land described in deed to Roy Brian Webb and Andrea Kay Campbell, recorded in Volume 4761, Page 200, Deed Records, Collin County, Texas;

Thence South 76°03'28" West, along said North line of said Webb and Campbell tract, a distance of 909.33' to a 1/2" iron rod found for corner;

Thence South 76°03'28" West, a distance of 179.42' to a 1/2" iron rod found for corner at the Northwest corner of said Webb and Campbell tract;

Thence South 78°01'55" West, along said South line of the 414 acre tract, a distance of 313.41' to a 1/2" iron rod found for corner;

Thence North 17°00'56" West, passing through said 414 acre tract, a distance of 283.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 77°55'53" West, a distance of 968.44' to the PLACE OF BEGINNING and containing 3,277,850 square feet or 75.249 acres of land.

**CITY OF LAVON**  
**ORDINANCE NO. 2017-06-03**

**EXHIBIT B**



**CITY OF LAVON**  
**ORDINANCE NO. 2017-06-03**

**EXHIBIT C**

**PD SITE PLAN**







## **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 10-B**

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**Item:**

Discussion and action regarding Resolution No. 2017-07-01 approving and authorizing the Mayor to execute a Right-of-Way License Agreement with Mobilitie LLC for a facility on Mustang Court.

**Background:**

Mobilitie, LLC contacted the City to request permission to install a pole to house equipment that improves the performance of certain cellular companies. The engineering studies of Mobilitie's client indicated a benefit to locating a pole in the vicinity of Main Street and Mustang Court.

There are existing overhead lines installed along Mustang Court. There are not existing street lights installed along Mustang Court. The proposed pole would be constructed by Mobilitie in the city right-of-way and owned and maintained by a third party, either Mobilitie or Farmers Electric Cooperative (FEC).

If approved, the pole will have a street light placed on it. If the neighbors object to having a street light, the street light will not be lit, but it will be in place should the neighbors wish to have the added security of a street light.

In return for permission to locate the facility in the city's right-of-way, Mobilitie will pay to the city and initial permit fee of \$500.00 and annual rent of \$500.00.

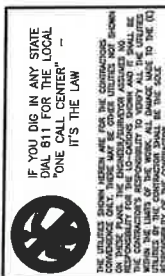
**Attachments:**      Site and Facility Exhibits  
Resolution No. 2017-07-01, including the proposed agreement

July 14, 2017

SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER:  
9TXB008908C/DA90XSBN5C

LATITUDE/LONGITUDE:  
33.021011/-96.441872

CROSS STREET:  
MUSTANG CT & MAIN ST  
CITY, STATE, ZIP:  
LAVON, TX 75166



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A MAINTENANCE PERSON WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER DISCHARGE OR EXCESS FLOW OR WASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SEWAGE IS (N).

SITE INFORMATION

SITE ID:	9TXB008908C
CASCADE ID:	DA90XSBN5C
LATITUDE:	33.021011
LONGITUDE:	-96.441872
CROSS STREET:	MUSTANG CT & MAIN ST
CITY, STATE, ZIP:	LAVON, TX 75166
COUNTY:	COLLIN COUNTY
JURISDICTION:	LAVON CITY
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
APPLICANT:	MOBILITE, LLC 3475 PIEDMONT ROAD NE, SUITE 1000 ATLANTA, GEORGIA 30305 PHONE: (312) 638-5400

ENGINEER

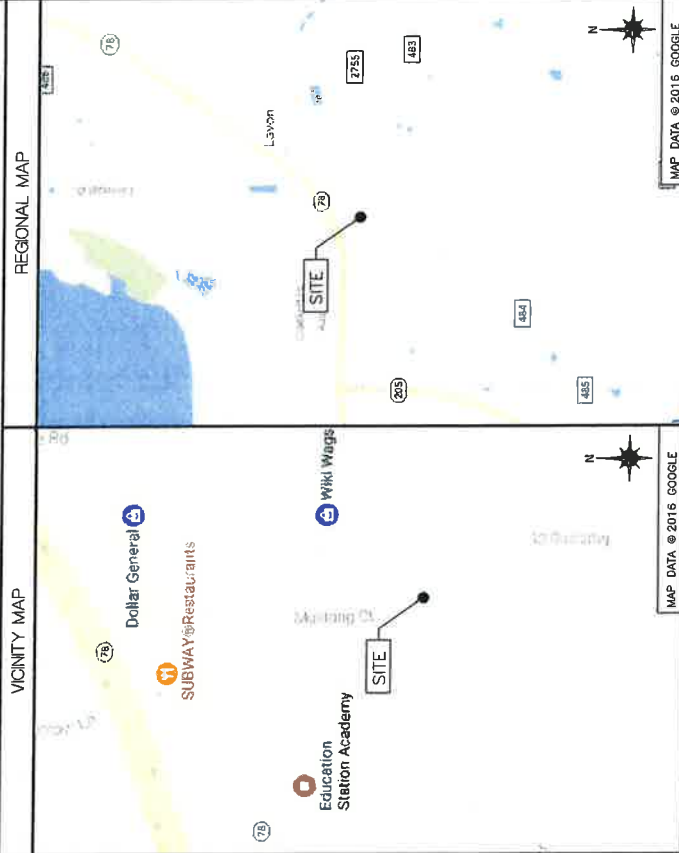
KMB DESIGN GROUP, LLC  
1800 ROUTE 34, SUITE 209  
WALL, NJ 07719  
FOR QUESTIONS EMAIL: DESIGNTEAM@KMBDG.COM  
TEL: (201) 280-3553 FAX: (201) 280-3980 WWW.KMBDG.COM

DO NOT SCALE DRAWINGS

CONTRACTORS SHALL VERIFY ALL PLANS (1) DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE. (2) SCALE AND (3) FIELD CONDITIONS. THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

NOTE:  
GENERAL CONTRACTOR IS REQUIRED TO CROSS CHECK COORDINATES, EXHIBIT PHOTO, AERIAL PHOTO AND SITE PLAN TO ENSURE PROPER POLE LOCATION PRIOR TO BREAKING GROUND. CONCERNS OR QUESTIONS SHOULD BE IMMEDIATELY DIRECTED TO ASSIGNED MOBILITE CALL CENTER.

LOCATION MAPS



PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL EQUIPMENT ON A NEW CLASS 1 WOOD UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:  
- INSTALL A NEW CLASS 1 WOOD UTILITY POLE WITH PROPOSED BACKHAUL TRANSPORT EQUIPMENT

CODES

2012 INTERNATIONAL BUILDING CODE  
NATIONAL ELECTRICAL SAFETY CODE  
TIA/EIA-222-G-2 OR LATEST EDITION  
LOCAL BUILDING/PLANNING CODE

DRAWING INDEX

SHEET NO:	TITLE SHEET	SHEET TITLE
T-1	EXHIBIT PHOTO & SITE PLAN	
SP-1	ELEVATIONS	
PL-1	PLUMBING & RISER DIAGRAM	
EQ-1	EQUIPMENT DETAILS	
EQ-2	EQUIPMENT DETAILS	
E-1	ELECTRICAL DETAILS	
G-1	GROUNDING DETAILS	
S-1	EMBEDMENT DETAILS	
TC-1	VEHICULAR TRAFFIC CONTROL PLAN	
GN-1	PEDESTRIAN TRAFFIC CONTROL PLAN	
GN-2	GENERAL NOTES	
GN-3	GENERAL NOTES	

mobilitie

PROJECT NO: 9TXB008908C  
DRAWN BY: RC  
CHECKED BY: SJB

DATE: 05-13-11 FOR CDDI REVIEW

KMB DESIGN GROUP, LLC  
Stephen A. Bray  
PROFESSIONAL ENGINEER

TX LICENSE: 101933  
5/17/17  
THIS IS A CERTIFICATE OF THE LAW FOR ANY  
PERSON OR FIRM TO BE A LICENSED PROFESSIONAL  
ENGINEER, TO SIGN AND SEAL DRAWINGS.

PRELIMINARY

DA90XSBN5C  
LAVON, TX 75166  
PROPOSED 72'-2" WOOD POLE

SHEET TITLE  
TITLE SHEET

SHEET NUMBER  
T-1







**CITY OF LAVON, TEXAS**

**RESOLUTION NO. 2017-07-01**

Right-of-Way License Agreement – Mobilitie LLC

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY LICENSE AGREEMENT BETWEEN THE CITY OF LAVON, TEXAS AND MOBILITIE, L.L.C.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined that a Right-of-Way License Agreement between the City of Lavon, Texas and Mobilitie L.L.C. (the “Agreement”) is appropriate and in the best interest of the citizens of the City to grant the Agreement.

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

**SECTION 1:** The recitals and findings set forth above and within the Agreement, attached hereto as Exhibit “A”, are true and correct and are incorporated as if fully set forth in the body of this Resolution and are adopted as the legislative findings of the City Council.

**SECTION 2:** The City Council hereby authorizes the Mayor to execute a Right-of-Way License Agreement with Mobilitie L.L.C., attached hereto as Exhibit “A”.

**SECTION 3.** The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

**SECTION 4:** This Resolution shall be effective from and after the date of passage as provided by law.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 18<sup>th</sup> day of July, 2017.

---

Charles A. Teske, Jr., Mayor

ATTEST:

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Kim Dobbs,  
City Administrator | City Secretary

**RESOLUTION NO. 2017-07-01**

**EXHIBIT "A"**

**RIGHT-OF-WAY LICENSE AGREEMENT**

## RIGHT-OF-WAY LICENSE AGREEMENT

This Right-of-Way License Agreement (the "Agreement") is entered into between the City of Lavon, Texas (the "City"), a municipal corporation of the State of Texas, and Mobilitie, LLC ("Licensee"), a Nevada limited liability company with its principal offices at 660 Newport Center Drive, Suite 200, Newport Beach, California 92660.

WHEREAS, Licensee, a telecommunications company, is requesting to install, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove its Facilities (as defined below) for the purpose of providing telecommunications services as specified in this Agreement;

WHEREAS, the City owns, controls, and has the authority, pursuant to state law, to regulate the public right-of-way within its territorial boundaries ("Right-of-Way"), and acts as a fiduciary and trustee for the public in exercising proprietary rights in its discretion to grant use of the Right-of-Way within the City limits and to impose conditions on any such use;

WHEREAS, the City wishes to enable Licensee to provide communications services to benefit the residents of the City, and so the City may grant permission, on a site-by-site basis, for the Licensee's non-exclusive use at approved locations in the City's Right-of-Way pursuant to the terms of this Agreement; and

WHEREAS, Licensee shall reasonably compensate the City, pursuant to applicable federal and state law, for the grant of permission to install the Licensee's Facilities at approved locations in the City's Right-of-Way.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein below, City and Licensee agree as follows:

### I. Term

A. Initial Term. This Agreement is effective when signed by representatives of both Parties and, unless sooner terminated under other provisions of this Agreement, will remain in effect for ten (10) years (the "Initial Term").

B. Renewal Terms. This Agreement will automatically renew for a term of five (5) years at the end of the Initial Term unless either Party provides written notice to the other Party at least ninety (90) days prior to the expiration of the Initial Term that the notifying Party will not renew the Agreement. After the First Renewal Term, the Agreement shall be extended for a Second Renewal Term of five (5) years unless either Party provides written notice of nonrenewal, as described above.

### II. Installation of Facilities

A. In general. Licensee's use of the City's Right-of-Way shall include installation, maintenance, operation, repair, modification, replacement, and/or removal, from time to time, of certain communications facilities which are used for the purpose of providing communications services ("Facilities"), which facilities are depicted in the schematic or diagrams shown on the attached Exhibit "A". These Facilities may include antennas, radios, wireless microwave and other backhaul equipment,



fiber optic cables, conduit, ducts, control boxes, vaults, poles, towers, cables, power sources, and/or other equipment, structures, appurtenances, and improvements necessary to the Facilities described above. In this Agreement, the term "Right-of-Way" includes the ground level, air space above, and space below a public street, road, alley and/or sidewalk in the City's jurisdiction.

B. Permit Required.

1. Licensee shall apply for and obtain a permit from the City before beginning installation, maintenance, operation, repair, modification, replacement and/or removal of any Facilities under this Agreement. Licensee shall obtain a permit for each location where Facilities are to be installed. No Facilities may be installed on the Right-of-Way without such a permit.
2. With each application for a permit, Licensee shall submit to the City design drawings and specifications of the Facilities to be installed including the proposed location of such installation within the Right-of-Way.
3. The City permit office shall analyze each proposed installation of Facilities to ensure that the proposal complies with the City's rules and regulations, complies with the terms of this Agreement, does not interfere with a third-party's property or use of the Right-of-Way, and adequately protects the safety of vehicles and pedestrians using the Right-of-Way.
4. Each permit issued under this Agreement shall allow Licensee to install specified Facilities in the Right-of-Way, but shall not be construed to allow any third party to access the Right-of-Way to install the third-party's facilities on Licensee's approved Facilities in the Right-of-Way, unless that third-party has entered into a written agreement with the City.

C. Interference Prohibited.

1. The City owns no utility poles in the Right-of-Way; any utility poles in the Right-of-Way belong to third-parties. Licensee shall not attach any Facilities to property owned by third-parties, unless Licensee obtains written authorization from the third-party.
2. The installation of Facilities under this Agreement shall not interfere with the use, visibility, accessibility, or functionality of buildings or structures located on or near the Right-of-Way and shall be compatible with the aesthetics of such buildings or structures.
3. The installation of Facilities under this Agreement shall not interfere with the use of the Right-of-Way by third-parties.
4. The installation of Facilities under this Agreement shall not interfere with, impede, obstruct, or prohibit the use of the Right-of-Way by vehicles and/or pedestrians.
5. The City shall not physically interfere with Facilities installed by Licensee. This provision does not prohibit the City from accessing the Right-of-Way where the

Facilities may be located to perform necessary repairs, alterations, or improvements to the Right-of-Way.

6. Licensee's Facilities must not cause harmful interference to the City's radio frequency, wireless network, or communications operations. If Licensee's Facilities interfere with the City's radio frequency, wireless network, or communications operations, then Licensee shall immediately cease operation of the Facilities causing the interference upon notice from the City and those Facilities shall remain shut down until Licensee has eliminated the interference.

D. Environmental Laws. Licensee shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other government agency with the authority to promulgate environmental rules and regulations applicable to Licensee's installation of Facilities and/or use of the Right-of-Way under this Agreement.

### III. Payments and Fees

A. Permit Fee. For each location where Facilities are proposed to be installed on the Right-of-Way, Licensee shall pay to the City a non-refundable Permit Fee of \$500.00, which shall be submitted with the permit application.

B. Annual rental payment. In addition, for each location where Facilities are installed on the Right-of-Way, Licensee shall pay to the City an annual rental payment of \$500.00. Licensee's obligation to pay this annual rental payment will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date.

C. Voluntary Removal of Facilities. Licensee may remove any of its Facilities at any time without cause. Should Licensee remove any Facilities installed on the Right-of-Way under this Agreement, Licensee shall notify the City at least thirty (30) days prior to the removal. Beginning on the date of removal, Licensee shall no longer be responsible for the annual rental payment for the removed Facilities.

### IV. Termination

A. Termination by City. If Licensee defaults under this Agreement, the City may terminate this Agreement subject to Licensee's ability to cure such defaults below. The City's right to terminate this Agreement for Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

1. Failure of the Licensee to comply with any material term of this Agreement.
2. Licensee becomes insolvent or a receiver or trustee is appointed for Licensee.
3. Licensee fails to commence installation of any Facilities in the Right-of-Way within one (1) year of the date of final permit issuance.

B. Notice; Cure. If Licensee defaults under this Agreement, as described above, the City shall send a notice of termination to Licensee and shall allow Licensee sixty (60) days to cure the default.

C. Termination by Licensee. Licensee may terminate this Agreement at any time by giving thirty (30) days advance written notice to the City.

D. Removal of Facilities. Licensee shall remove any and all Facilities in the Right-of-Way within sixty (60) days of the date this Agreement is terminated, by either Party.

## V. Liability

A. Release. Licensee agrees to and shall release the City, its agents, employees, officers, and legal representatives (collectively, the "City") from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Agreement, except to the extent resulting or arising from the negligence or willful misconduct of the City. Neither Licensee nor the City shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, or lost profits for any claim arising out of this Agreement. This section will survive expiration or termination of this Agreement.

B. Indemnification. Licensee agrees to and shall defend, indemnify, and hold harmless the City, its agents, employees, officers, and legal representatives for all third-party claims, suits, damages, liabilities, fines, and expenses including, without limitation, reasonable attorneys' fees, court costs, and all other defense costs, for injury, death, damage, or loss to persons or property sustained in connection with Licensee's installation, maintenance, operation, repair, modification, replacement, and/or removal of Facilities under this Agreement, including, without limitation, those caused by the actual or alleged negligence or intentional acts or omissions of Licensee and/or its agents, employees, officers, directors, consultants or subcontractors. The foregoing indemnity obligation shall not apply to any liability resulting or arising from the negligence or willful misconduct of the City, its agents, employees, officers, and legal representatives.

C. Insurance. Licensee shall obtain and maintain in full force and effect for the duration of this Agreement commercial general liability insurance and commercial automobile liability insurance covering Licensee against any and all claims, injury or damage to persons or property, both real and personal, caused by the installation, maintenance, operation, repair, modification, replacement, and/or removal of Facilities under this Agreement, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate. The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds. Licensee shall furnish copies of the required certificate(s) of insurance to the City, immediately upon execution of this Agreement and at least annually thereafter.

## VI. Miscellaneous Provisions

A. Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

B. Notice. All notices to either Party must be in writing and must be delivered by hand; facsimile; United States registered or certified mail, return receipt requested; or United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given to the address below, or another address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

If to City:

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

With a copy to:

Messer, Rockefeller & Fort, PLLC  
Attn: Wm. Andrew Messer  
6371 Preston Rd., Ste. 200  
Frisco, TX 75034

If to Licensee:

Mobilitie, LLC  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Attn: Asset Management

With a copy to:

Mobilitie, LLC  
660 University Drive, Suite 200  
Newport Beach, CA 92260  
Attn: Legal Department

C. Applicable Law. This Agreement is subject to the laws of the State of Texas, the Code of Ordinances of the City, the laws of the federal government, and all rules and regulations of any regulatory body or officer having jurisdiction, including any lawful court or administrative decisions, judgments or orders that have been fully and finally adjudicated, including any appeals of such decisions, judgments or orders. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without regard to its choice of law provisions. Venue for any action to enforce or interpret this Agreement shall lie in Collin County, Texas.

D. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

E. Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

F. Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

G. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

H. Non-Waiver. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and/or any and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

I. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

J. Assignment. This Agreement may be assigned by Licensee without the approval or consent of the City to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets by merger, acquisition or other business reorganization. As to other parties, this Agreement may not be assigned without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

K. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties.

L. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

*Signature page follows*

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

**City of Lavon, Texas**

\_\_\_\_\_  
Charles A. Teske, Jr., Mayor

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

ATTEST:

\_\_\_\_\_  
Kim Dobbs, City Administrator

**Mobilitie, LLC**

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

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

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



**EXHIBIT "A"**  
**FACILITIES**

DRAFT



# **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 10-C**

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**Item:**

Discussion and action regarding Resolution No. 2017-07-02 approving and authorizing the Mayor to enter into a Professional Services Agreement with Freeman-Millican, Inc. for general engineering consultation services.

**Background:**

From time to time, the City has projects requiring professional engineering consulting services. To facilitate the process of obtaining the necessary assistance a Professional Services Agreement with Freeman-Millican, Inc. is enclosed for the Council's consideration. Each and approval is recommended.

**Attachments:** Transmittal Correspondence  
Resolution No. 2017-07-02, including the proposed agreement

July 14, 2017

## Kim Dobbs

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**From:** Mark Hill <mdhill@fmi-dallas.com>  
**Sent:** Wednesday, June 14, 2017 1:35 PM  
**To:** Kim Dobbs  
**Subject:** Lavon Storm Sewer Mapping  
**Attachments:** Task Order 1 Rev 0.pdf; Engineering Contract City of Lavon.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Kim,

I have attached two documents for your review. The first is a general services contract and the second is a Task Order for the storm sewer mapping. I approached it this way with the intent of executing the general services contract to allow you more flexibility in requesting services from us instead of being limited by the wastewater (or storm) contract(s). This gets all the "legal" wording out of the way in the future. It is set up to allow us to bill hourly (probably for small tasks) or to provide a separate Task Order (which references this document). Typically, the Task Orders would be used for larger dollar amounts or when the task needs to go to Council. Hourly services are generally reviews, meetings, small design, etc. that do not go to Council.

Please look this over. Note that the contract is not "exclusive" and would only be applicable when we provide services to the City. If you would prefer a contract just for the Storm Sewer Map, we can do that, also.

Please contact me if you have any questions.

Mark

Mark D. Hill, P.E.  
Freeman-Millican, Inc.  
Tx. Eng. Firm 2827  
12160 Abrams Road, Suite 508  
Dallas, Texas 75243  
(214) 503-0555 ext. 115  
[mdhill@fmi-dallas.com](mailto:mdhill@fmi-dallas.com)

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2017-07-02**

Professional Services Agreement – Freeman Millican Inc.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,  
TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
LAVON, TEXAS AND FREEMAN MILLICAN INC.; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined that a Professional Services Agreement between the City of Lavon, Texas and Freeman Millican Inc. (the “Agreement”) is appropriate and in the best interest of the citizens of the City to grant the Agreement.

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

**SECTION 1:** The recitals and findings set forth above and within the Agreement, attached hereto as Exhibit “A”, are true and correct and are incorporated as if fully set forth in the body of this Resolution and are adopted as the legislative findings of the City Council.

**SECTION 2:** The City Council hereby authorizes the Mayor to execute a Professional Services Agreement with Freeman Millican Inc., attached hereto as Exhibit “A”.

**SECTION 3.** The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

**SECTION 4:** This Resolution shall be effective from and after the date of passage as provided by law.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Charles A. Teske, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Kim Dobbs,  
City Administrator | City Secretary

**RESOLUTION NO. 2017-07-02**

**EXHIBIT "A"**

**PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2017 between the City of Lavon, Texas (OWNER) and Freeman - Millican, Inc., a Texas Corporation (ENGINEER) acting by and through their respective duly authorized representatives. OWNER intends to employ ENGINEER to perform professional engineering services, to serve as OWNER'S professional engineering representative and to provide professional engineering consultation and advice for a professional fee in connection with the following Assignments:

- a. Subdivision and development plat and plan review.
- b. General engineering consultation and project design.
- c. Other as outlined in Exhibit "A".

Therefore, OWNER and ENGINEER agree as follows:

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 After authorization to proceed, ENGINEER shall perform the following professional services:
  - 1.1.1 Consult with OWNER to clarify and define OWNER'S requirements for the Assignment and review available data;
  - 1.1.2 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;
  - 1.1.3 Provide analyses of OWNER'S needs with evaluations of prospective solutions;
  - 1.1.4 If requested by OWNER, prepare a Report of ENGINEER'S findings and recommendations. If a written report is requested by the OWNER, furnish the requested number of copies of the Report and review it in person with OWNER
  - 1.1.5 The ENGINEER will work closely with the Lavon Staff to ensure successful completion of each assignment. The OWNER will be involved in the major planning and review of the assignments. The OWNER will also be provided the opportunity to review preliminary project designs and reports before they are completed.
  - 1.1.6 ENGINEER shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.



1.1.7 ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.

1.1.8 All services of the ENGINEER and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted practice of a licensed professional engineer in Texas. The ENGINEER represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

## SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 2.1 Provide all criteria and full information as to OWNER'S requirements for the Assignment and designate a person with authority to act on OWNER'S behalf on all matters concerning the Assignment;
- 2.2 Furnish to ENGINEER all existing studies, reports, ordinances and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER'S services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this Agreement;
- 2.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder;
- 2.4 Bear all costs incident to compliance with the requirements of this Section 2.

## SECTION 3 - INSURANCE

3.1 The ENGINEER shall furnish and maintain during the life of the Agreement adequate insurance where required. Proof of such insurance shall be furnished to the OWNER with certificates showing type, amount, class of operations covered, effective dates and dates of expiration. As to work performed under, or in connection with this Agreement, the OWNER shall be an additional insured. The certificate shall provide that insurance shall not be canceled or reduced until 30 days written notice has been given to OWNER. At least the following insurance coverage shall be provided:

- A. General Liability Insurance - \$250,000 per person/ \$500,000 per occurrence for bodily injury and death, \$100,000 per occurrence for injury to or destruction of property.
- B. Automobile Liability Insurance - \$250,000 per person/\$500,000 per occurrence for bodily injury and property damage. \$100,000 per occurrence for injury to or destruction of property.
- C. Errors and Omissions Coverage - ENGINEER'S errors and omissions with minimum limits of \$1,000,000.

The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurance, provided the primary policy complies with the above requirements and the excess umbrella is following in form. The ENGINEER may maintain reasonable and customary deductibles.

#### SECTION 4 - PAYMENTS TO ENGINEER

##### 4.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

- 4.1.1 For Basic Services rendered an amount based on the rate schedule in Exhibit "B".
- 4.1.2 For services and reimbursable expenses of special consultants employed by ENGINEER the amount billed to ENGINEER therefor times a factor of 1.15.
- 4.1.3 For contract field land surveying services as the amount will be based on survey costs, as invoiced, times a factor of 1.15.
- 4.1.4 For field land surveying services using employees and/or surveying equipment furnished by the ENGINEER, an amount based on the rate schedule in Exhibit "B".
- 4.1.5 For reimbursable expenses including printing costs, employee mileage costs, and for special materials and supplies other than the normal office supplies, materials and equipment, the actual costs, as invoiced, times a factor of 1.15.

##### 4.2 TIMES OF PAYMENTS

- 4.2.1 ENGINEER shall submit monthly statements for services rendered and for reimbursable expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

##### 4.3 DEFINITIONS

- 4.3.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Assignment for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, and similar items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

#### SECTION 5 - CONSTRUCTION COST AND OPINIONS OF COST

- 5.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1 TERMINATION

6.1.1 This Agreement may be terminated by either party with or without cause upon thirty days' written notice. In such event, copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ENGINEER under this Agreement shall be delivered to the OWNER. ENGINEER shall be entitled to receive compensation for any work provided and any expenses incurred up to the termination date in accordance with the Cost Rate Schedule, Exhibit "B".

6.1.2 The ENGINEER shall endeavor to provide all engineering services in a timely manner. OWNER shall advise the ENGINEER of the time requirements associated with each engineering assignment. Should the ENGINEER fail to complete the engineering assignments within the OWNER's reasonable time requirements, OWNER may terminate this contract with cause.

### 6.2 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas. Venue of any suit arising out of this Agreement shall be in Collin County.

### 6.3 SUCCESSORS AND ASSIGNS

6.3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement; however, nothing herein shall be construed to give any rights or benefits hereunder to any other party.

6.3.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated herein and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

### 6.4 INDEMNITY

6.4.1 **THE ENGINEER AGREES TO AND SHALL HOLD HARMLESS THE OWNER, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS AND LIABILITY OF WHATSOEVER KIND OR CHARACTER DUE TO OR ARISING SOLELY OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AND SUBCONTRACTORS ACTING FOR OR UNDER THE DIRECTION OF THE ENGINEER DOING THE WORK HEREIN.**

6.4.2 **THE OWNER AGREES TO AND SHALL HOLD HARMLESS THE ENGINEER, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS AND LIABILITY OF**

**WHATSOEVER KIND OR CHARACTER DUE TO OR ARISING SOLELY OUT OF THE NEGLIGENCE ACTS OR OMISSIONS OF THE OWNER, ITS OFFICERS, AND EMPLOYEES.**

**6.5 OWNERSHIP OF DOCUMENTS**

- 6.5.1 All documents prepared or furnished by ENGINEER (and ENGINEER'S independent associates and consultants) pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER also retains an ownership and property interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse on other projects by OWNER or others. Any reuse by OWNER without written verification or adaptation by ENGINEER will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent associates or consultants.

**6.6 INTEREST IN AGREEMENT**

- 6.6.1 Interest of Members of the OWNER -- No member of the governing body of the OWNER and no other officer or employee of the OWNER shall have any personal financial interest, direct or indirect, in this Agreement; and the ENGINEER shall take appropriate steps to assure compliance.
- 6.6.2 Interest of ENGINEER and Employees -- The ENGINEER covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

**6.7 NOTICES**

- 6.7.1 All notices and statements required and provided for in this Agreement shall be deemed to have been received by either party hereto three (3) days after deposit in the United States mail with postage prepaid when properly addressed to the party to whom directed at the following addresses:

Owner: City of Lavon  
120 School Road  
Lavon, TX 75166

Attention Ms. Kim Dobbs  
City Administrator

Engineer: Freeman - Millican, Inc.  
12160 Abrams Road  
Suite 508  
Dallas, Texas 75243

Attention: Mr. Richard Dormier, P.E.  
Vice President

From time to time either party may designate another address for all purposes of this Contract by mailing to the other party written notice of such change of address in accordance with the provisions hereof.

## SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Compensation Schedule

7.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: City of Lavon

ENGINEER: Freeman-Millican, Inc.

By \_\_\_\_\_  
Charles Teske, Mayor

By \_\_\_\_\_  
Richard Dormier, P.E., Vice President

(Seal)

(Seal)

## **EXHIBIT "A"**

### **SCOPE OF WORK**

**Freeman-Millican, Inc. ("FMI")** shall provide professional, technical and engineering services for the **City of Lavon ("OWNER")**. It is understood that the services to be provided by FMI are not exclusive and that the OWNER may elect to contract with other firms or other persons to perform some or all of the following services. **Service to be provided shall be performed at the request of the OWNER. Separate task orders shall be prepared for larger projects or at the request of the OWNER for specific tasks.** These services shall be provided at the request of the OWNER. Services can include, but not be limited to, the following:

1. Provide engineering design for OWNER projects including new, improvements, upgrades, expansion or additions to water, wastewater, water reuse, drainage, street, storm water and city facilities.
2. Provide engineering consultation services.
3. Represent the OWNER in communications with Developers and/or their engineers or representatives. This includes telephone, email, fax and meetings.
4. Assist in situations involving CCN boundaries, ETJ limits, corporate boundaries, etc.
5. Prepare exhibits, cost estimates, analysis, etc. for proposed OWNER projects.
6. Provide water and wastewater system modeling.
7. Represent the OWNER in matters concerning government and quasi-government agencies such as the TCEQ, TxDOT, EPA, USACE, other municipalities, counties, utility districts (SUD, MUD), Fresh Water Supply Districts (FWSD), etc.
8. Provide architectural services.
9. Prepare Master Plans, Studies and/or Reports.
10. Provide expert testimony for legal issues involving OWNER.
11. Assist the OWNER in developing ordinances or regulations relating to land use, development standards, construction standards, etc.
12. Provide review of plats, construction plans, and/or other documents prepared by others. This review shall consist of conformance to City Codes and Ordinances and is not to be considered a review for quality or errors on the part of the preparer of said plats, construction plans and/or other documents.
13. Represent the City as the Consulting City Engineer.
14. Other services mutually agreed upon by FMI and the OWNER.

## **EXHIBIT "B"**

### **COMPENSATION SCHEDULE**

January 1, 2017 – December 31, 2017

Invoices for the work performed shall be submitted on a monthly basis by FMI. Invoices are due and payable on receipt. Monthly invoices will be based upon the following schedule of rates.

<b>Labor Category</b>	<b>Hourly Rate Range</b>
Sr. Project Manager/Sr. Engineer	\$133 - \$158
Project Manager	\$108 - \$141
Project Engineer	\$79 - \$109
Engineer	\$72 - \$91
Sr. Designer	\$72 - \$84
Designer	\$65 - \$78
CADD Technician	\$49 - \$66
Survey Crew	\$80 - \$90
Administration	\$49 - \$58

Labor hourly rates above include overhead and profit.

Out-of-Pocket expenses shall be compensated at cost plus 10% administration fee. These expenses include items such as copies, field supplies, courier services, travel expenses (air, hotel, meals), rentals, etc.

Non-Survey mileage expenses shall be compensated at the current Federal rate.

Survey mileage expenses shall be compensated at \$0.40 per mile.

**All rates are subject to change on January 1 of each year.**





## **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 10-D**

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**Item:**

Discussion and action regarding Resolution No. **2017-07-03** authorizing the Mayor to execute Task Order #1 pursuant to a Professional Services Agreement with Freeman-Millican, Inc. for services relating to the development of a Storm Sewer Map for an amount not to exceed \$4,200.00

**Background:**

In conjunction with the City's Stormwater Pollution Prevention Program (MS-4), the City is required to have a map of storm sewer facilities. A storm sewer drainage map would also be of great help to the staff when we are assisting residents and property owners with drainage questions.

Because of their work on the City's sanitary sewer map, Freeman Millican, Inc. has already compiled a significant amount of the mapping and facilities construction data needed for completion of a storm sewer map.

Approval is recommended and funding is available in the Public Works - MS-4 account or in the Outsourcing – Drainage Project Preliminary Engineering account.

**Attachments:** Resolution No. **2017-07-03**, including the proposed agreement

July 14, 2017

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2017-07-03**

Task Order No. 1 – Freeman Millican Inc.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,  
TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE  
TASK ORDER NO. 1 BETWEEN THE CITY OF LAVON, TEXAS AND  
FREEMAN MILLICAN INC.; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined that Task Order No. 1 between the City of Lavon, Texas and Freeman Millican Inc. (the “Agreement”) is appropriate and in the best interest of the citizens of the City to grant the Agreement.

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

**SECTION 1:** The recitals and findings set forth above and within the Agreement, attached hereto as Exhibit “A”, are true and correct and are incorporated as if fully set forth in the body of this Resolution and are adopted as the legislative findings of the City Council.

**SECTION 2:** The City Council hereby authorizes the Mayor to execute Task Order No. 1 with Freeman Millican Inc., attached hereto as Exhibit “A”.

**SECTION 3.** The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

**SECTION 4:** This Resolution shall be effective from and after the date of passage as provided by law.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Charles A. Teske, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Kim Dobbs,  
City Administrator | City Secretary

**RESOLUTION NO. 2017-07-03**

**EXHIBIT "A"**

**TASK ORDER No. 1**

**STORM SEWER SYSTEM MAP**

**TASK ORDER No. 1**

This Task Order is made part of and governed by the terms and provisions of the Professional Services Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Agreement"), by and between the City of Lavon ("OWNER") and Freeman-Millican, Inc. ("FMI"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

SHORT TITLE: **Lavon Storm Sewer System Map**  
TASK ORDER NO.: **Task Order No. 1**

**Scope of Services/Fee:**

FMI agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. FMI shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by OWNER.

The Scope of Services is to prepare a storm sewer system map identifying culverts and enclosed storm sewer facilities within the City. Each item will be graphically shown on the City's Base Map with available information (size, length, material, etc.).

**Payment Basis:**

Full payment shall be made on cost plus basis. Billings shall be as outlined in the Agreement.

**Schedule of Services:**

The work will be accomplished in accordance with directions issued by OWNER and mutually agreed to by both parties.

Deliverables shall be in electronic format (Adobe .pdf).

**Estimated Cost of Services:**

The cost plus amount shall not exceed \$ 4,200.00.

**APPROVAL/ACCEPTANCE**

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

Freeman-Millican, Inc.

City of Lavon

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

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

Name: Richard Dormier, P.E.

Name: Charles Teske

Title: Vice President

Title: Mayor

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

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



## **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 10-E**

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**Item:**

Discussion and action regarding Resolution No. **2017-07-04** approving and authorizing the Mayor to execute a Professional Services Agreement with Lee Roberts Inspection Services for plan review and building inspection services.

**Background:**

For over ten years, Lee Roberts has provided contract building inspection and plan review services for the City of Lavon. On September 15, 2015, the City and Mr. Roberts agreed to the extension of the previous November 2013 Agreement for Lee Roberts Inspection Services to provide certain building plan review and inspection services for the City for a three-year term for \$37,000/year.

On June 26, 2017, Mr. Roberts that cited increased cost of doing business and requested an increase in the contract amount to \$42,500/year in order to be able to provide the services previously agreed upon and meet the increasing demand for plan review and building inspection. The staff surveyed other peer cities regarding their contract inspection operations and determined that adjusting Mr. Roberts contract as requested is in line with what other cities are doing.

**Attachments:** Resolution No. **2017-07-04**, including the proposed agreement

July 14, 2017

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2017-07-04**

Professional Services Agreement – Lee Roberts Inspection Services

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,  
TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
LAVON, TEXAS AND LEE ROBERTS INSPECTION SERVICES; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined that a Professional Services Agreement between the City of Lavon, Texas and Lee Roberts Inspection Services (the “Agreement”) is appropriate and in the best interest of the citizens of the City to grant the Agreement.

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

**SECTION 1:** The recitals and findings set forth above and within the Agreement, attached hereto as Exhibit “A”, are true and correct and are incorporated as if fully set forth in the body of this Resolution and are adopted as the legislative findings of the City Council.

**SECTION 2:** The City Council hereby authorizes the Mayor to execute a Professional Services Agreement with Lee Roberts Inspection Services, attached hereto as Exhibit “A”.

**SECTION 3.** The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

**SECTION 4:** This Resolution shall be effective from and after the date of passage as provided by law.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Charles A. Teske, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Kim Dobbs,  
City Administrator | City Secretary

**RESOLUTION NO. 2017-07-04**

**EXHIBIT "A"**

**PROFESSIONAL SERVICES AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT  
FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES  
BETWEEN THE CITY OF LAVON AND LEE ROBERTS INSPECTION SERVICES**

This Professional Services Agreement ("Agreement")<sup>1</sup> is made and entered into by and between the City of Lavon, Texas ("Lavon" or "City"), and Lee Roberts Inspection Services ("Lee Roberts" or "Contractor"), each a "Party" and collectively the "Parties", acting by and through their authorized officers.

**RECITALS:**

WHEREAS, Lee Roberts has provided contract building inspection and plan review services for Lavon for over ten years; and

WHEREAS, on September 15, 2015, the City of Lavon (City) and Lee Roberts agreed to the extension of the previous November 2013 Agreement for Lee Roberts to provide certain building plan review and inspection services for the City for a three-year term for \$37,000/year. The 2015 Agreement is attached hereto as Exhibit "A"; and

WHEREAS, on June 26, 2017, the City received a resignation letter from Mr. Roberts that cited increased cost of doing business as the reason; and

WHEREAS, Lavon and Lee Roberts desire for Lee Roberts to continue to provide the services described herein and the City is willing to compensate Lee Roberts for such services.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I  
Services**

1.1 Lee Roberts will provide all building plan review and inspections required by Lavon, including all work required to approve and issue permits on a daily basis, Monday through Friday from 9:00 a.m. to 5:00 p.m.

1.2 If or when for any reason, Lee Roberts is unavailable to provide the services, Lee Roberts will arrange for an International Code Council (ICC) certified inspector to perform the services under Lee Roberts' supervision and training.

1.3 Lee Roberts will work with property owners and with builders and developers and their representatives to plan and complete their projects, using meetings, telephone conferences and email communications on a daily basis.

1.4 At no cost to Lavon, Lee Roberts will maintain in good standing and provide proof of the appropriate State of Texas licenses required to perform the duties herein.

1.5 At no cost to Lavon, Lee Roberts will maintain and provide proof of the commercial liability insurance policy or policies required to perform the duties herein.

1.6 At no cost to Lavon, Lee Roberts will furnish transportation, fuel and maintenance required to perform the duties herein.

## **Article II**

### **Term and Termination**

2.1 This Agreement shall begin on August 1, 2017 ("Effective Date") and shall continue through August 1, 2018. This Agreement shall automatically renew on August 1 of each year (the "Renewal Date") for two (2) additional one-year terms unless either Party provides written notice of their intent not to renew no later than Sixty (60) days in advance of the Renewal Date.

2.2 Except as provided in Section 2.3, either Party may terminate this Agreement with or without cause by giving the other Party One Hundred Twenty (120) days advance written notice of its intent to terminate.

2.3 The Parties agree to renegotiate in good faith the terms of the Agreement in the event that the demand for the services declines substantially. Such renegotiations shall only be effective through a signed written amendment to this Agreement pursuant to section 6.11.

## **Article III**

### **Costs for Services**

3.1 Lavon agrees to pay \$42,500.00 per year for the services.

3.2 For services rendered, Lee Roberts will submit monthly or bi-weekly invoices.

3.3 The Parties agree to renegotiate in good faith the compensation set out in of the Agreement in the event that the demand for the services declines substantially.

## **Article IV**

### **Independent Contractor**

In performing services specified in this Agreement, Lee Roberts shall be an independent contractor and not an officer, agent, servant or employee of the City. Lee Roberts shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Lee Roberts shall be solely responsible for the acts and omissions of his officers, agents, employees, contractors and subcontractors, if any. Neither Lee Roberts nor his officers, agents, employees or subcontractors, if any, shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to City employees and Lee Roberts expressly waives and claim it may have or acquire to such benefits.

## **Article V**

### **Liability**

**INDEMNITY: LEE ROBERTS AGREES TO DEFEND, INDEMNIFY, AND HOLD CITY, ITS REPRESENTATIVES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY (I) LEE ROBERTS' BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (II) ANY ACT OR OMISSION OF LEE ROBERTS, HIS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT.**

**IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, LEE ROBERTS, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT LEE ROBERTS' OWN EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY.**

#### **Article VI Insurance**

Prior to the commencement of any work under this Agreement, Lee Roberts shall purchase and maintain throughout the term of the Agreement, with an insurance company licensed to transact business in the State of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless City from all damages which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Lee Roberts, his agents or employees, with limits no less than:

- a. **Commercial Liability Insurance:** One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence or its equivalent with a One Million and no/100 Dollars (\$1,000,000.00) general aggregate for bodily injury, personal injury, and property damage.
- b. **Vehicle Liability:** One Million and no/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage on scheduled autos.
- c. **Worker's Compensation/Industrial Insurance:** Limits as required by the State of Texas.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City. The City shall be added as an additional insured. The insurance policy shall contain a waiver of subrogation in favor of the City on each of the liabilities.

## **Article VII**

### **Miscellaneous**

6.1 Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.2 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

6.3 Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

6.4 Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

6.5 Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

6.6 Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

6.7 Force Majeure. Neither Contractor nor the City shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome. Failure of a Party to timely perform an obligation hereunder shall only be excused as an event of force majeure described in this paragraph if a Party who cannot perform sends written notice to the other Party within thirty (30) days of the start of the event of force majeure: (a) stating the obligations that the Party cannot perform due to the event of force majeure; (b) describing in detail the event of force majeure that is preventing performance; and (c) providing a date by which such Party reasonably expects to be able to perform and the length of the force majeure event.

6.8 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the

convenience of the Parties and are not intended to be used in construing this document.

6.9 Governing Law. 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 exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

6.10 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

6.11 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

6.12 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

6.13 Notice. Any notice permitted or required to be sent under this Agreement must be in writing and may be served (a) by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and certified with return receipt requested, or (b) by delivering the same in person to such Party via 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, or (c) by electronic mail (a/k/a e-mail). Notice given by mail or delivery in accordance herewith shall be effective upon receipt at the address of the addressee. Notice given by e-mail shall be deemed effective on the date sent, if sent before 5:00 p.m. central standard time. For purposes of notice, the addresses of the Parties shall be as follows:

If to Lee Roberts to:

Lee Roberts  
Lee Roberts Inspection Services  
325 Biscay Dr.  
Garland, TX 75043

If to Lavon, to:

Kim Dobbs, City Administrator  
City of Lavon, Texas  
P.O. Box 340  
Lavon, TX 75166

6.14 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

**EXECUTED THIS** \_\_\_\_\_ *Signature Page Follows*  
day of \_\_\_\_\_, 2017.

**Lee Roberts Inspection Services**

By: \_\_\_\_\_  
Lee Roberts

**City of Lavon, Texas**

By: \_\_\_\_\_  
Charles A. Teske, Jr., Mayor

**Attest:**

By: \_\_\_\_\_  
Kim Dobbs, City Administrator

**EXHIBIT "A"**

**Service Agreement**

DRAFT



8/11/2015

City of Lavon, Texas  
120 School Rd.  
Mayor  
City Council

My fee this year is \$38000.00 per year until September 30, 2015. If the city will extend our agreement for a three year period, beginning October 1, 2015 through September 30, 2018, I will reduce my fee to \$37,000.00 for each twelve month period.

Contract proposal for Building inspection and Plan review Services for October 1, 2015 through September 30, 2018:

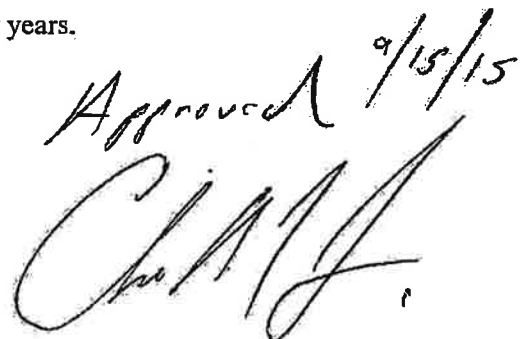
Lee Roberts Inspection Services will provide the services listed below.

- All building plan review and Inspections required by the City of Lavon, Texas for a twelve month period, with a three contract. This will include all work required to approve and issue permits on a daily basis from 9:00 am to 5:00 pm Monday through Friday for each twelve month period. I will plan my time off with the City staff when needed. I will arrange for ICC certified inspector to perform these duties, under my supervision and training when I am away from the city for any reason.
- My services will include working with Builders, Developers, and home owners to plan and complete their projects, using meetings, returning calls and e-mails on a daily basis.
- I will keep a current copy of my commercial insurance policies and all State and National certifications required by the State of Texas to perform these duties, at no cost to the City.
- I will furnish my transportation, fuel and maintenance for the term of this agreement, at no cost to the city
- My fee for each twelve month period will be \$37000.00 with a three year agreement. I will submit an invoice each pay period as directed by the city staff.

I look forward to working with the City of Lavon for many years.  
I am available to discuss the agreement at any time.

Thank You in advance for using my services.

  
Roberts / Owner

Approved 9/15/15  


Enc: certifications and insurance

## **HARVEY LEE ROBERTS**

**325 Biscay Drive  
Garland, Texas 75043**

**Home: (972) 270-8591  
Work: (214) 729-6013**

### **OCCUPATIONAL OBJECTIVE:**

To be associated with municipalities and general contractors in a capacity that may fully utilize my construction, plan review, and building inspection experience.

### **SUMMARY:**

Have accumulated over 44 years of experience as a Plumber/Pipefitter/Construction Codes Inspector, and Plan Review in the construction industry encompassing new construction, renovation, remodeling and additions, work in residential, commercial, light and heavy industrial projects. Experienced with process piping systems, landscape sprinkler systems, and facilities maintenance (military base facilities). Projects include: warehouses, water and gas pipelines, factories, hospitals, schools, shopping centers, high-rises, condominiums, and single family homes.

### **LICENSES:**

- ICC Certified Building Official
- ICC Certified Building Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Combination Inspector
- ICC Certified Electrical Inspector
- ICC Certified Plans Examiner
- Certified Member ICC
- ICC Certified Fire Code Inspector
- State of Texas Certified Plumbing Inspector
- State of Texas Master Plumber
- ICC Certified Energy Code  
Residential Plans Examiner/Inspector  
Commercial Plans Examiner/Inspector
- Registered Accessibility Specialist (TAS)  
Registration Number: 1190

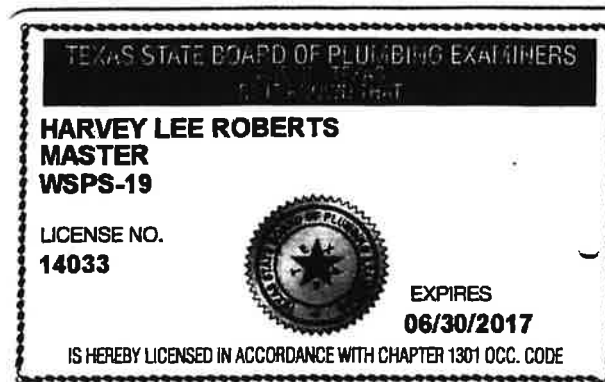
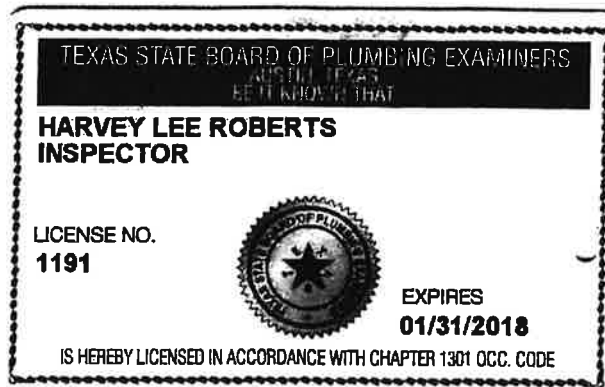
### **EMPLOYMENT HISTORY:**

2002 – Present	<u>Lee Roberts Building Inspection and Plan Review Services</u> Self-employed
1993 – 2002	<u>City of Farmers Branch, Texas</u> Combination Building Inspector and Plan Examiner, Retired
1990 – 1993	<u>City of Southlake, Texas</u> Building Official
1988 – 1990	<u>City of Carrollton, Texas</u> Combination Building, Electrical, Plumbing, Mechanical, and Concrete Inspector
1985 – 1988	<u>City of Garland, Texas</u> Chief Plumbing and Mechanical Inspector

- 1982 – 1985      **Wallace Mechanical Corporation; Dallas, Texas**  
Project Superintendent/High-Rise Office Complex. Supervised plumbers, pipefitters, and welders.
- 1980 – 1982      **E Systems; Greenville, Texas**  
Facilities Maintenance Foreman/Instructor. Completed two employment contracts in Egypt. Responsible for base facility maintenance and supervision to include (American and local personnel): plumbers, water and sewer treatment plant mechanics, boiler technicians, laundry and kitchen equipment repairmen. In addition, instructed a class of 26 Egyptians in the plumbing trade.
- 1979 – 1980      **R.A. Harper Plumbing Company; Myrtle Beach, South Carolina**  
Plumber/Pipefitter. Involved in all phases of new installations and repair work in residential and commercial facilities to include: hotels, schools, office buildings, and hospitals.
- 1970 – 1978      **Surfside Plumbing Company; Surfside Beach, South Carolina**  
Plumber. Responsible as owner/operator for new construction, remodeling, and additions work in residential, commercial, and industrial projects. Managed complete operations functions.
- 1965 – 1970      **Mecklenburg Plumbing Company; Charlotte, North Carolina**  
Plumber. Involved in all phases of new installations, as well as service and repair work in residential and commercial projects. In addition, gained experience in pipefitting and gasfitting.

**EDUCATIONAL HIGHLIGHTS:**

- Myrtle Beach High School, Myrtle Beach, South Carolina
- Plumbing and Mechanical Apprenticeship
- 1600 hours ICC Sponsored Training (Building, Electrical, Plumbing, Mechanical, Fire Code, Energy Code, and Plan Review)

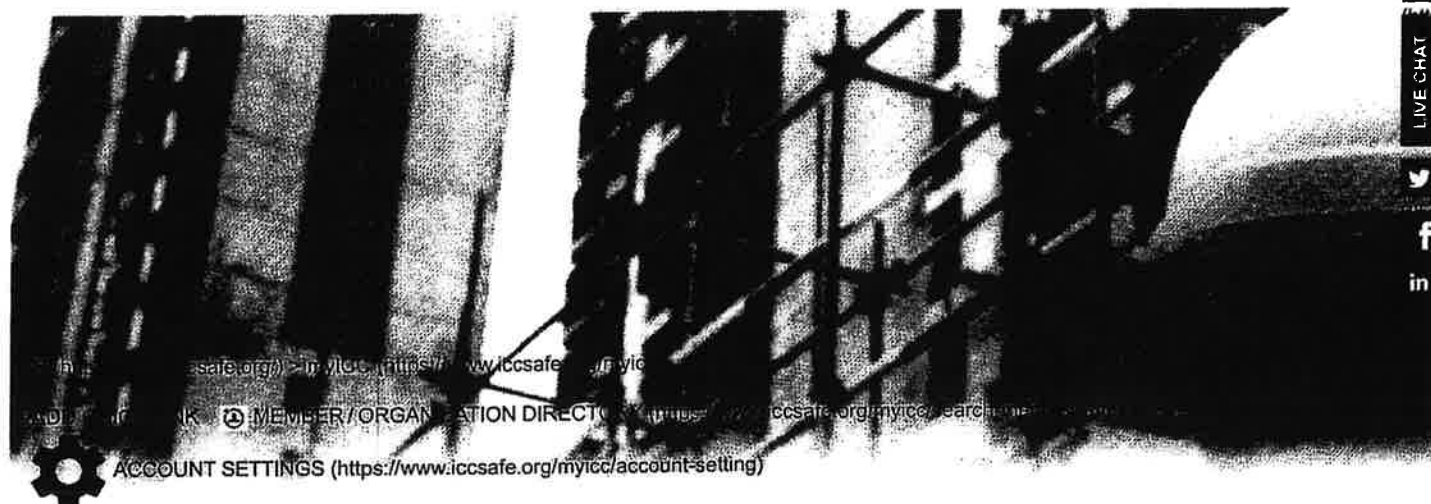


[Search Here](#)[myICC \(https://www.iccsafe.org/myicc\)](https://www.iccsafe.org/myicc)[ICC Home \(https://www.iccsafe.org/\)](https://www.iccsafe.org/)[cdpACCESS \(http://www.cdpassess.com/\)](http://www.cdpassess.com/)[Store \(http://shop.iccsafe.org/\)](http://shop.iccsafe.org/)[premiumACCESS \(http://premiumaccess.iccsafe.org/\)](http://premiumaccess.iccsafe.org/)[publicACCESS \(http://codes.iccsafe.org/\)](http://codes.iccsafe.org/)

cdpACCESS

FEEDBACK

LIVE CHAT

[Twitter](#)  
[Facebook](#)  
[LinkedIn](#)[ACCOUNT SETTINGS \(https://www.iccsafe.org/myicc/account-setting\)](https://www.iccsafe.org/myicc/account-setting)[Update Profile Picture](#)**Harvey  
Roberts**GARLAND, TX [Update](#)[TAKE OUR SURVEY \(https://www.surveymonkey.com/r/9KF6YLJ\)](https://www.surveymonkey.com/r/9KF6YLJ)**11**

Certs.

**18.2**

CEUs

**0**Forum  
PostsRecord Number:  
**840259**Member Type:  
**Individual**Receives Member Benefits:  
**Yes**Member Since:  
**03/07/2005**Member Expiration Date:  
**06/30/2020**

My ICC

[My Information \(https://av.iccsafe.org/eweb/StartPage.aspx?Site=ICC\)](https://av.iccsafe.org/eweb/StartPage.aspx?Site=ICC)[Member Directory \(http://www.iccsafe.org/myicc/search-member-and-organization/\)](http://www.iccsafe.org/myicc/search-member-and-organization/)[Member Recognition \(http://www.iccsafe.org/content/member-logo/\)](http://www.iccsafe.org/content/member-logo/)[My Chapters \(https://av.iccsafe.org/eweb/dynamicpage.aspx?webcode=ICC\\_MyChapters&adr\\_state=TX#038;adr\\_state=TX#038;adr\\_state=TX#038;Site=ICC&adr\\_state=TX\)](https://av.iccsafe.org/eweb/dynamicpage.aspx?webcode=ICC_MyChapters&adr_state=TX#038;adr_state=TX#038;adr_state=TX#038;Site=ICC&adr_state=TX)

Local Chapters ([http://www.iccsafe.org/membership/chapters/icc-chapters-and-boardstaff-liaison-map/?adr\\_state=TX](http://www.iccsafe.org/membership/chapters/icc-chapters-and-boardstaff-liaison-map/?adr_state=TX))

My eCodes (<https://shop.iccsafe.org/ecodes/account/products/>)

Local Representatives ([http://www.iccsafe.org/local-representatives/?adr\\_state=TX](http://www.iccsafe.org/local-representatives/?adr_state=TX))

Building Safety Month (<http://www.buildingsafetymonth.com/>)

View Proposed Committee Interpretations (<http://www2.iccsafe.org/cs/Interps/index.cfm/?name=Harvey+Roberts&constit=0ad75f89-f8c5-41ed-8e00-02eb9c148d7d&email=lee.roberts.inspec%40sbcglobal.net>)

### My Certification Renewal

You have 2 active certifications available for renewal and 1 inactive certifications available for reinstatement . To see how many certifications you can renew right now, hover over the green arrow on the bar below.

18.2 CEUs earned



RENEW ALL ?



My CEUs ([https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my\\_icc\\_tab\\_template&name=ceu](https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my_icc_tab_template&name=ceu))



My Certificates ([https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my\\_icc\\_tab\\_template&name=certificate](https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my_icc_tab_template&name=certificate))



My Purchases ([https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my\\_icc\\_tab\\_template&name=purchases](https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my_icc_tab_template&name=purchases))



My Membership ([https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my\\_icc\\_tab\\_template&name=membership](https://www.iccsafe.org/wp-admin/admin-ajax.php?action=my_icc_tab_template&name=membership))

### My Certificates

Certification Program	Status	Expiration Date	Certification Number
<b>Active Certificates (eligible for renewal)</b>			
Residential Energy Inspector/Plans Examiner	Certified	11/16/2017	840259
Residential Plumbing Inspector	Certified	11/16/2017	840259
Commercial Energy	Certified	06/25/2018	840259

## Inspector

Fire Inspector II    Certified    06/25/2018    840259

Commercial  
Energy Plans  
Examiner    Certified    06/25/2018    840259

Electrical  
Inspector    Certified    12/31/2019    840259

Mechanical  
Inspector    Certified    12/31/2019    840259

Certified  
Building Official    Certified    12/31/2019    840259

Plumbing  
Inspector    Certified    12/31/2019    840259

Building Plans  
Examiner    Certified    12/31/2019    840259

Building  
Inspector    Certified    07/25/2020    840259

**Inactive  
Certificates  
(eligible for  
standard  
reinstatement)**

Combination  
Inspector    Inactive    08/19/2012    840259

**Expired  
Certificates  
(eligible for  
new  
reinstatement  
program)**

Combination  
Inspector -  
Legacy    Expired    10/14/2001    840259

Reinstate Offline (<http://www.iccsafe.org/education-certification/certifications-and-test>)

**Upcoming Events Near GARLAND, TX**



(<https://www.iccsafe.org/event/sunbelt-builders-show-4/>) Sunbelt Builders Show

08/02 - 08/03 (<https://www.iccsafe.org/event/sunbelt-builders-show-4/>)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>FRANK INSURANCE AGENCY, INC.</b> <b>309 N Galloway Suite 100</b> <b>Mesquite, TX 75149-4300</b>	CONTACT NAME:		
	PHONE (A/C No. Ext):	(972) 288-8121	FAX (A/C No.): (972) 289-0577
INSURED <b>LEE ROBERTS BUILDING INSPECTIONS</b> <b>325 BISCAY DRIVE</b> <b>GARLAND, TX 75043</b>	E-MAIL ADDRESS:	susan@frankinsurance.net	
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: <b>GREAT LAKES REINSURANCE</b>		
	INSURER B: <b>FARMERS INSURANCE</b>		
	INSURER C: <b>TEXAS MUTUAL INS CO</b>		
	INSURER D:		
INSURER E:			
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BDG010570501	3-28-17	3-28-18	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 1,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 1,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			605907907	8-21-16	8-21-17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001292411	8-13-16	8-13-17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

**CITY OF LAVON**  
**120 SCHOOL ROAD**  
**LAVON, TX 75166**Atn: Kim Dobbs, city Administrator  
kim.dobbs@cityoflavon.org

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **CITY OF LAVON CITY COUNCIL Agenda Brief**

**MEETING: July 18, 2017**

**ITEM: 10-F**

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**Item:**

Discussion and action regarding Ordinance No. 2017-07-01 to amend Ordinance No. 2011-07-01 Code Of Regulations, Codified as Title 3, "Administration", Subtitle 5, "Ethics", Chapter 1, "Legislative Branch Rules of Order and Procedure", Section 3.5.1.13 "Notice of Meetings" to revise posting specifications; providing a cumulative, repealer and a severability clause; and providing an effective date.

**Background:**

The Code of Regulations sets out relatively specific and unnecessary requirements for providing notice of public meetings. The Texas Open Meetings Act, Texas Government Code Chapter 551 provides statutory requirements for posting notices of meetings. The proposed ordinance amends the local regulations to more closely align with the state code requirements and remove burdensome and unnecessary requirements.

The City recently installed an outdoor bulletin board at the southern entrance of City Hall. Public notices, meeting agendas and other items can be posted in the bulletin board instead of being taped to the glass doors at the front of City Hall.

**Attachments:** Excerpt – Current Code of Regulations  
Ordinance No. 2017-07-01

July 14, 2017

# City of Lavon Code of Regulations

## Title 3 – Administration

adjournment pursuant to the provisions of the Texas Open Meetings Act. (Texas Government Code, Section 551)

### 3.5.1.12 Executive Sessions

A) The City Council may meet in Executive Session during any regular or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

1) The City Council may exclude from any such Executive Session any person or persons which it is authorized by State law to exclude from such sessions, unless otherwise prohibited in the Code of Regulations or other Ordinances of the City.

2) The general subject matter for consideration shall be expressed in an open meeting before such session is held.

### 3.5.1.13 Notice of Meetings

A) Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's official bulletin board pursuant to the requirements of the Texas Open Meetings Act (Texas Government Code, Section 551), the City website and on the City Hall front door.

### 3.5.1.14 Quorum

A) A simple majority of the voting members of the meeting body shall constitute a quorum for any regular meeting.

B) A supermajority of the voting members of the meeting body shall constitute a quorum for any special, called or emergency meeting.

C) Three (3) Alderman of the five (5) voting Alderman of the City Council shall constitute a quorum to do business at a regular meeting.

D) An affirmative vote of a majority of those voting members present shall be necessary to adopt any ordinance or resolution, except as required by City Ordinance or State law.

### 3.5.1.15 Presiding Officer

A) The Mayor shall preside at all meetings of the Council.

B) The Presiding Officer may participate in the discussion of all matters coming before the City Council.

C) The Presiding Officer shall have the responsibility to preserve order at all City Council meetings, to enforce the rules of the City Council and to determine the order of business under the rules of the Council.

D) The Mayor shall also have the power to administer oaths.

### 3.5.1.16 Absence of Mayor

A) The Council shall elect from among the Alderman a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor.

B) When the Mayor and Mayor Pro Tem are absent from any meeting of the Council, the Alderman present shall choose an Alderman to act as Mayor Pro

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2017-07-01**

Code of Regulations – Notice of Meetings

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2011-07-01 CODE OF REGULATIONS, CODIFIED AS TITLE 3, “ADMINISTRATION”, SUBTITLE 5, “ETHICS”, CHAPTER 1, “LEGISLATIVE BRANCH RULES OF ORDER AND PROCEDURE”, SECTION 3.5.1.13 “NOTICE OF MEETINGS” TO REVISE POSTING SPECIFICATIONS; PROVIDING A CUMULATIVE, REPEALER AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined it is in the best interest of the citizens to amend the regulations governing the posting of meeting notices within the City of Lavon, Texas (the “City”) to better align the regulations with state law.

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

**Section 1. Findings Incorporated.** The findings set forth above are incorporated as if fully set forth herein.

**Section 2. Amendment.** Title 3, “Administration”, Subtitle 5, “Ethics”, Chapter 1, “Legislative Branch Rules of Order and Procedure”, Section 3.5.1.13, “Notice of Meetings” shall be amended to read entirely as follows:

**3.5.1.13 Notice of Meetings**

A) Notice of meetings shall be posted in accordance with the requirements of the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 3. Cumulative/Repealer Clause.** This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Lavon, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

**Section 4. Severability.** In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provisions hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Lavon, declares that it would have passed each and every part of the

same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 5. Open Meeting.** It is hereby officially found and determined that all notice required by law has been given and notice of this Ordinance was posted and the Ordinance passed in accordance with the Open Meeting Act.

**Section 6. Effective Date.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 18<sup>th</sup> day of July 2017.

---

Charles A. Teske, Jr.  
Mayor

**ATTEST:**

---

Kim Dobbs  
City Administrator | City Secretary



## CITY OF LAVON CITY COUNCIL Agenda Brief

**MEETING: July 18, 2017**

**ITEM: 10-G**

**Item:**

Discussion and action regarding board and commission appointments – Lavon Economic Development Corporation (LEDC) Board of Directors and Reinvestment Zone #1 (TIF) Board of Directors.

**Background:**

In addition to the elected City Council, several appointed boards and commissions provide invaluable contributions to the City through their service. The members of these boards are appointed by the City Council for specific terms of service. In July, the terms of some of the appointments to the LEDC Board will expire. A worksheet listing the members of the boards and commissions is provided for your convenience. One volunteer application has been received and is enclosed.

Additionally, it appears that over the years, the terms of the Board of Directors of the Reinvestment Zone #1 (TIF) may have become mixed-up and action to clarify the terms is recommended.

Seat 1	1/2/2009	David Hawkins	1/1/2017	12/12/2018
Seat 2	10/18/2016	Ryan Lisko	1/1/2018	12/12/2017
Seat 3	1/6/2015	Chris Kane	1/1/2017	12/12/2018
Seat 4	1/17/2017	Chuck Teske	1/1/2018	12/12/2017
Seat 5	1/2/2009	Darlene Hurth	1/1/2017	12/12/2018

**Attachments:** Spreadsheet – Boards & Commissions

July 11, 2017

## City of Lavon Boards & Commissions

### July 2017

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
<b>City Council Members</b>				Elected
Mayor	11/2015	Chuck Teske	11/2017	
Place One	11/21/2016	Vicki Sanson	11/2018	
Place Two	12/6/2016	Donnie Spradlin	11/2017	
Place Three	11/21/2016	Kay Wright	11/2018	
Place Four	11/2015	Matt Childers	11/2017	
Place Five	11/21/2016	Mindi Serkland	11/2018	
<b>Economic Development Corp Board of Directors</b>				* LEDC Board has 7 members Up to 4 may be Council /staff appointed by Council must be county resident  <i>formerly Linda Jangula</i>
Place 1, Chair		Kay Wright	7/1/2018	
Place 2		Chris Kane	7/1/2017	
Place 3	7/21/2015	Bill Sargent	7/1/2018	
Place 4		Jimmie Catravas	7/1/2017	
Place 5	9/6/2016	John Balfour	7/1/2018	
Place 6	9/1/2015		7/1/2017	
Place 7		David Piekarski	7/1/2018	
Council Liaison	ex officio	Vicki Sanson	11/1/2018	
<b>Planning &amp; Zoning Commission</b>				* per LCR, P&Z Commission has 5 members, residency is a requirement
Seat 1	1/17/2017	Brad Tiegs	6/30/2019	
Seat 2	7/19/2018	Deborah Nabors	6/30/2018	
Seat 3	9/6/2016	Cynthia Coker	6/30/2019	
Seat 4	11/3/2015	Tom Ormsby	6/30/2018	
Seat 5		David Rosenquist	6/30/2019	
Council Liaison	ex officio	Vicki Sanson	6/30/2019	
<b>Parks &amp; Recreation Board</b>				* per LCR, Park Board has 5 members, 1 of which is a Council member; 2 non-voting alt residency is a requirement
Seat 1		Mike Gulino	1/1/2019	
Seat 2	3/7/2017	Paul Shirley	1/1/2018	
Seat 3	1/17/2017	Danette McCrary	1/1/2019	
Seat 4		Bradley Tiegs	1/1/2018	
Seat 5	1/17/2017	Chuck Teske	1/1/2019	
1st Alternate				
2nd Alternate				
Council Liaison	ex officio			
<b>TIF</b>				* TIF Board has 5 members Mayor appoints with Council consent and approval
Seat 1	1/2/2009	David Hawkins	1/1/2017	
Seat 2	10/18/2016	Ryan Lisko	1/1/2018	
Seat 3	1/6/2015	Chris Kane	1/1/2017	
Seat 4	1/17/2017	Chuck Teske	1/1/2018	
Seat 5	1/2/2009	Darlene Hurth	1/1/2017	



# Volunteer/Board & Commission Application

RECEIVED  
JUN 22 2017  
CITY OF LAVON



## Contact Information

Name	JOHN J KELL SR.
Street Address	507 AVERY PT LAVON, TX 75166 - Future Home
City, ST, ZIP Code	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
E-Mail Address	[REDACTED]

## Occupational Information

Current Occupation	JROTC ARMY INSTRUCTOR
Company Name	PISD
Work Phone	[REDACTED]
Work Email Address	[REDACTED]

## Educational Information

High School/Ged	GRAD 1991 MT VERNON ACADEMY, MT VERNON, OH
Higher Education	AS APPLIED SCIENCE / JOINT TARGETING / JOINT FIREPOWER
Organization or Group Memberships	NRA, VFW, DFW PHASED IN ADVISORY BOARD

## Special Skills or Qualifications

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

SINCE RETIRING FROM ACTIVE DUTY SERVICE WITH OVER 20 YEARS OF SERVICE, I HAVE BEEN INSTRUCTING HIGH SCHOOL STUDENTS WITH PLANO IDS IN JROTC. I MANAGE ALL U.S. ARMY LOGISTICS IN AND OUT OF MY THREE SCHOOLS WORTH MILLIONS OF DOLLARS. I AM RESPONSIBLE FOR OVER 150 STUDENT A YEAR FOR THEIR ACADEMIC, PHYSICAL, AND MENTALITY WHILE THEY ARE IN JROTC. FROM 1993 - 2014 I SERVED WITH THE ACTIVE DUTY U.S. ARMY. I SERVED IN MULTIPLE COMBAT TOURS ACROSS THE GLOBE TO INCLUDE CURRENT OPERATIONS IN IRAQ AND AFGHANISTAN. MY LAST FEW YEARS OF SERVICE, I WAS IN CHARGE OF ONE OF THE U.S. ARMED FORCES PRESTIGIOUS JOINT FIRES SCHOOL. I SERVED ON MANY PROJECT BOARDS IN WAR ZONES TO REBUILD SCHOOLS, GOVERNMENT FACILITIES, AND MEDICAL CLINICS. I HAVE TRAINED AND SUPERVISED IRAQI POLICE, AND OTHER SECURITY FORCES. I AM A HUSBAND AND A FATHER. I PLACE MY CHRISTIAN VALUES ABOVE ALL ELSE IN MY HOME. WE HAVE BEAUTIFUL CHILDREN

Please complete front and back of this form  
WE LOOK FORWARD TO MAKING LAVON OUR FOREVER HOME AND TO CONTINUE TO SERVE IN OUR NEW COMMUNITY.

### Previous Volunteer Experience

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

2010-2011 - AFGHANISTAN VOMI - BUILDING AND INFRASTRUCTURE OF LOCAL RADIO STATIONS.
2013-PRESENT - PHASED-IN ADVISORY BOARD - ADVISE BOARD MEMBERS FOR FUTURE BUILDING AND PLANNING FOR AGED OUT FOSTER YOUTH. PHASEDIN.ORG

### Board Interest

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

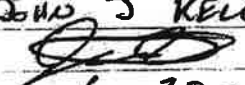
Economic Development	
Planning & Zoning	
Parks & Recreation	
Any Sub Committee	X

### Agreement and Signature

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

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

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

Name (printed)	JOHN J KELL SR.
Signature	
Date	6-20-2017

### Additional Information

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

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

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

**Please complete front and back of this form**

**John J. Kell Sr**

[REDACTED]  
Lavon, Texas 75166  
[REDACTED]  
[REDACTED]

**OBJECTIVE**

To serve my community on the city boards

**SUMMARY OF  
QUALIFICATIONS**

- Over 20 successful years of experience in the Armed Forces with 17 years in management, and 7 years in Senior Management.
- Trained, Supervised, and Certified Instructors both Military and civilians for the Armed Forces.
- Able to mentor, guide, and supervise young men and women of all races, and backgrounds.
- Granted a Secret Clearance by the Federal Government (Current).
- Promoted numerous times and recognized for outstanding leadership, technical proficiency, development, and accomplishments for tough tasks.

**TRAINING AND  
INSTRUCTION**

20 years of successful Senior management and leadership experience with a reputation for meeting the most challenging organizational goals and objectives to train and mentor students of all ages, races, and genders. A pragmatic and focused individual recognized for "making seemingly impossible situations work." A proven and VERIFIABLE record for:

- Producing high performance standards and enhancing training during a period of drawbacks in the United States Department of Defense.
- Supervised and lead hundreds of soldiers throughout career, to include 40 plus contractors and GS Employees.
- As the Senior Manager of the Joint Fires Observer School, a Training and Army Doctrine Command (TRADOC) accredited course, for the entire United States Army, made huge courseware changes that resulted in the increase of the pass rate from 82% to 88% in less than 12 months. This resulted in better trained and graduated students.
- Expertly instructed over 200 students within a 12 month period, and responsible for the instruction of over 1100 students all of 2013.
- Throughout a 20 year career, developed and implemented highly successful plans such as OPORDS, FRAGOS, Policies, Targeting Briefs, and numerous other Military plans and briefs.

## **JOHN J. KELL SR**

### **MANAGEMENT**

Senior Manager of the Army's Joint Fires Observer Course. Managed instruction and testing of thousands of students of all US Forces as well as multi-National forces. Upgraded training curriculum and methods, cross-trained personnel in job duties resulting in one of the Army's top ten schools.

### **OPERATIONS AND LOGISTICS**

Managed and supervised all logistics in and out of the school, responsible for millions of dollars of equipment. Provided Logistics management, accountable for controlling the equipment with official documents for instructors and students to sign for and turn in equipment. A recognized expert in planning and executing complex operations with 100% accuracy and success, including the scheduling and movement of personnel and thousands of dollars of equipment.

### **EMPLOYMENT HISTORY**

- **JROTC Army Instructor 2015 – Present**
- **High School Army Instructor** – Instruct, guide, mentor young people to become better citizens of the United States. Using education standards set up by the Department of Education, students learn physical fitness, health, Military Science, and U.S. History. Using teaching methods that instills leadership, coping, and serving skills to you young people.
- **Potawatomi Training, December 2014 - 2015**
- **Instructor / Writer**- instruct, evaluate, write, and certify military personnel on Targeting methodology. Using Targeting mensuration with photogrammetry, weaponeering, and collateral damage estimation in order to better train our men and women on the battlefield to provide precise and accurate targeting data.
- **United States Army, July 1994 – 2014**
- **Sergeant First Class (E-7)** – Recently retired after over a 20-year career with the U.S. Army. Gained upper-level manager status when given the responsibility as the Non-Commissioned Officer in Charge (NCOIC), of one of the United States Armed Forces prestigious Joint Fires Observer School. Served in four combat zones when the Nation called, three times in Iraq, and recently the last time in Afghanistan, to provide freedom for those who cannot gain it on their own, and to secure the interests of the United States Government.
- An active participant in numerous Named Operations that rebuilt schools and infrastructures across the Middle East. Successful record for senior managing complex organizations, supervising numerous people. Responsible for millions of dollars in assets.

**JOHN J. KELL SR**

**EDUCATION**

**Graduate diploma, Mount Vernon Academy, Ohio 1991**  
**Enrolled with Central Texas College in order to complete degree program with an Applied Science Degree.**

**Military Schools and Education**

***Joint Fires Observer Course*, Ft. Sill, OK, 2012**

***Joint Targeting / PSS-OFF*, Ft. Polk, LA, 2010, Ft. Sill, OK, 2015**

***Weaponneering*, Ft. Sill, OK, 2015**

***Collateral Damage Estimation*, Ft. Polk, LA, 2010, Ft. Sill, OK, 2015**

***Advanced Targeting / AFATDS*, Ft. Polk, LA 2010**

***Joint Operational Fires and Effects Course*, Ft. Sill, OK 2006**

***Army Basic Instructor Course*, Ft. Sill, OK**

**Forms of Instruction, Public Speaking, and Briefings, 2012**

***Senior Leadership Course*, Ft. Sill, OK**

**Senior Management, Public Speaking, and Briefings, 2007**

***Advanced Leadership Course*, Ft. Sill, OK**

**Advanced Management, Leadership, and Administrative Procedures, 2005**

***Primary Leadership Development Course*, Ft. Hood, TX, Basic Leadership, Management, and Problem Solving Analysis, business 1997**

***Fire Support Specialist*, Ft. Sill, OK**

**Communication equipment, Lasers, digital messaging 1993**