



**AGENDA
FEBRUARY 2, 2021
LAVON CITY COUNCIL
7:00 PM
REGULAR MEETING
TELEPHONIC MEETING**

**DIAL IN TO PARTICIPATE: (425) 436-6349
or (844) 854-2222; enter ACCESS CODE: 856485**

In accordance with the orders of the Office of the Governor, the meeting will be conducted by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). There will be no physical location for the meeting. The meeting agenda and packet are posted online at www.cityoflavon.com. The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

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

2. INVOCATION

3. CITIZENS COMMENTS

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

4. ITEMS OF INTEREST/COMMUNICATIONS

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

5. CONSENT AGENDA

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

A. Approve the minutes of the January 19, 2021 meeting.

B. Approve Resolution No. **2021-02-01** approving and authorizing the Mayor to execute a contract with the Collin County Elections Administrator for Election Services related to the City's May 1, 2021 Special Election.

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

6. ITEMS FOR CONSIDERATION

A. Discussion and action regarding Resolution No. **2021-02-03** approving and authorizing the Mayor to execute a professional services reimbursement agreement with Lavon 419 Land, LLC.

B. Discussion and action regarding Resolution No. **2021-02-04** approving and authorizing the Mayor to execute an agreement with Curative, Inc. for a public Kiosk for COVID testing on city property.

C. Discussion and action regarding Resolution No. **2021-02-05** accepting the recommendation of the Selection Review Committee to select Kimley-Horn for engineering services for the City's 2021-2022 Texas Department of Agriculture, Texas Community Development Block Grant application assistance and project implementation, if awarded.

D. Discussion and action regarding Ordinance No. **2021-02-01**, amending Article 2.06. "Boards and Commissions" of the Code of Ordinances to amend Section 2.06.092 "Structure of board;

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

membership” by removal of the requirement for a city council member liaison; providing a conflict clause; providing a severance clause; and setting an effective date.

- E. Discussion and action regarding board and commission appointments – Park Board and International Fire Code (IFC) Building Board of Appeals.
- F. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.
- G. Discussion regarding U.S. Congressman Van Taylor’s prior proposal to consider changing the name of Lavon Lake in honor of former Congressman Sam Johnson.
- H. Discussion and action regarding acceptance of the Lake Shadow Drainage (CIP-13) Construction Project.

7. 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.

February 16, 2021 – regular meeting

8. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

This is to certify that this Agenda was duly posted on the City’s website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on January 29, 2021.



Kim Dobbs, City Administrator



**MINUTES
JANUARY 19, 2021
LAVON CITY COUNCIL
REGULAR MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

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

1. **MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**
2. **MAYOR SANSON OBSERVED A MOMENT OF SILENCE.**
3. **CITIZENS COMMENTS**

There were no citizens comments.

4. **ITEMS OF INTEREST/COMMUNICATIONS**

- Mayor Sanson presented a Proclamation expressing appreciation for the Community Independent School District School Board during School Board Recognition Month 2021.

5. **CONSENT AGENDA**

- A. **Approve the minutes of the January 5, 2021 meeting.**
- B. **Receive the City of Lavon Police Department 2020 Racial Profiling Report.**
Police Chief Mike Jones answered questions regarding the report.
- C. **Approve Resolution No. 2021-01-02 approving and authorizing the Mayor to execute a one-year extension of the interlocal agreement with Collin County for Fire Inspection and Fire Plan Review Services for commercial buildings and subdivisions; and providing an effective date.**

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: KELL
SECONDED: COOK
APPROVED: UNANIMOUS

6. **ITEMS FOR CONSIDERATION**

- A. **Discussion and action regarding Ordinance No. 2021-01-03, amending Article 2.04 "Departments of the City" of the Code of Ordinances to add Section 2.04.039 Unsworn Police Volunteers; providing for repealing, savings, and severability clauses; and providing for an effective date.**

Chief Jones provided information regarding the proposed program and duties that can be performed by non-sworn personnel in support of sworn personnel.

MOTION: APPROVE ORDINANCE NO. 2021-01-03, AMENDING ARTICLE 2.04 "DEPARTMENTS OF THE CITY" OF THE CODE OF ORDINANCES TO ADD SECTION 2.04.039 UNSWORN POLICE VOLUNTEERS; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: DILL

APPROVED: UNANIMOUS

- B. Discussion and action regarding Resolution No. 2021-01-03 approving and authorizing the Mayor to execute an interlocal cooperation agreement with the City of Wylie, Texas for jail services; and providing an effective date.**

City Administrator Kim Dobbs provided information regarding the current contract with Collin County and the benefits of entering into the agreement with the City of Wylie to supplement the Collin County services. Chief Jones and Ms. Dobbs noted the benefits derived in terms of safety and efficiency. The City Council expressed support for the agreement and acknowledged it may likely entail a budget amendment to fund the services.

MOTION: APPROVE RESOLUTION NO. 2021-01-03 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF WYLIE, TEXAS FOR JAIL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: KELL
SECONDED: WRIGHT
APPROVED: UNANIMOUS

- C. Discussion and action regarding Resolution No. 2021-01-04 replacing and authorizing the Mayor to execute a revised second agreement with the City of Nevada to adjust the extraterritorial jurisdiction boundary; and providing an effective date.**

Ms. Dobbs provided background information regarding the Interlocal Boundary and ETJ Contract and disparate attachments in the original approved agreements.

MOTION: APPROVE RESOLUTION NO. 2021-01-04 REPLACING AND AUTHORIZING THE MAYOR TO EXECUTE A REVISED SECOND AGREEMENT WITH THE CITY OF NEVADA TO ADJUST THE EXTRATERRITORIAL JURISDICTION BOUNDARY; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: WRIGHT
SECONDED: SERKLAND
APPROVED: UNANIMOUS

- D. Discussion and action regarding Resolution No. 2021-01-05 approving and authorizing the Mayor to execute Change Order No. 2 to the construction contract with GRod Construction, LLC for the City of Lavon Wolf Run Ditch Improvements (CIP-8) Construction Project in an amount not to exceed \$8,490.00 for additional driveway paving repair; and providing an effective date.**

Ms. Dobbs and City Engineer Mark Hill provided the details and rationale for the expanded scope of services and recommended approval.

MOTION: APPROVE RESOLUTION NO. 2021-01-05 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT WITH GROD CONSTRUCTION, LLC FOR THE CITY OF LAVON WOLF RUN DITCH IMPROVEMENTS (CIP-8) CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$8,490.00 FOR ADDITIONAL DRIVEWAY PAVING REPAIR; AND PROVIDING AN EFFECTIVE DATE

MOTION MADE: WRIGHT
SECONDED: KELL
APPROVED: UNANIMOUS

- E. Discussion and action regarding Resolution No. 2021-01-06 approving and authorizing the Mayor to execute a Change Order to the construction contract with GRod Construction, LLC for the City of Lavon Moore Lane Paving/Drainage (CIP-2) Construction Project in an amount not to exceed \$7,000.00 for additional and enhanced erosion control; and providing an effective date.**

Ms. Dobbs and Mr. Hill provided the details and rationale for the expanded scope of services and recommended approval.

MOTION: APPROVE RESOLUTION NO. 2021-01-06 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GROD CONSTRUCTION, LLC FOR THE CITY OF LAVON MOORE LANE PAVING/DRAINAGE (CIP-2) CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$7,000.00 FOR ADDITIONAL AND ENHANCED EROSION CONTROL; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: DILL
APPROVED: UNANIMOUS

F. Discussion and action regarding board and commission appointments – Park Board, International Fire Code (IFC) Building Board of Appeals, and Comprehensive Plan Advisory Committee (CPAC).

The City Council discussed the expiring Parks and Recreation Board terms and Ms. Serkland advised that she did not wish to be reappointed. The City Council directed that an ordinance amending the composition of the board and removing the requirements for a City Council liaison be prepared and that the alternate be contacted regarding appointment.

MOTION:

REAPPOINT MIKE GULINO, SEAT 1 AND LEON MARSHALL, SEAT 3 TO THE PARKS AND RECREATION BOARD AND FURTHER DESIGNATE THE PLANNING AND ZONING COMMISSION TO SERVE AS THE COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC).

MOTION MADE: WRIGHT
SECONDED: KELL
APPROVED: UNANIMOUS

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

Ms. Dobbs reported that on the January 5, 2021 Governor Greg Abbott extended the Statewide Disaster Declaration for COVID-19. Ms. Dobbs added that City Hall has been in contact with Collin County regarding locating a mobile testing site for COVID-19 at City Hall. Telephonic meetings will continue until further noted and there were no changes to the directions regarding utility account disconnections. No action was taken.

7. DEPARTMENT REPORTS

- A. Police Services** – Information was provided and referenced regarding traffic stops, calls for service and call breakout information.
- B. Fire Services** – Chief Danny Anthony provided information and referenced the call service report, equipment report, and training.
- C. Public Works** – Ms. Dobbs provided general information regarding public works, street maintenance including mowing and trash collection, and the code enforcement.
- D. Administration** – Ms. Dobbs directed the Council to reports provided in the meeting packet regarding the Building Permits Report; CWD Recycling Report; Collin County Monthly Tax Collection Report, Sales Tax Report, Comprehensive Plan Update Report; TxDOT SH 205 Report; and general staff reports. Ms. Dobbs reported that Mayor Sanson and staff had spoken with United States Representative Van Taylor and his staff regarding proposed renaming efforts related to Lake Lavon and that positive discussion were ongoing.

8. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- February 2, 2021 Regular Council Meeting at 7 p.m. to be conducted telephonically.

9. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:33 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 2nd day of February 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 5 - B

Item:

CONSENT AGENDA

Approve Resolution No. **2021-02-01** approving and authorizing the Mayor to execute a contract with the Collin County Elections Administrator for Election Services related to the City's May 1, 2021 Special Election.

Background:

The office of the Collin County Elections Administrator owns and leases equipment that complies with all state and federal regulations including the requirement that each polling location have at least one voting system accessible to individuals with disabilities in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters.

Contracting with the Collin County Elections Administrator enables the City to share the costs of the joint election with other jurisdictions that may also be holding elections, substantially reducing the cost to the City. Additionally, contracting with the County provides voting locations throughout the County for added service to Lavon residents.

Financial Impact:

Contracting with the County provides the most economical option for conducting the election. The supporting information provided with the contract includes an estimate for costs (\$1500.00) with a deposit of \$1350.00 due by March 1, 2021. Funding for the services is provided in the annual operating budget.

Staff Notes:

Approval is recommended.

Attachments:

Resolution No. **2021-02-01**
Proposed Contract with Collin County Elections Administrator
Exhibit -A Voting Dates and Hours
Exhibit -B Voting Locations
Exhibit -C-1 Estimates
Exhibit- C-2 Estimates Per Entity
Exhibit- D- Registered Voters and Percentage Estimates

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-01

Election Services Contract – May 1, 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR FOR ELECTION SERVICES RELATED TO THE CITY'S MAY 1, 2021 SPECIAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has called a special election on May 1, 2021; and

WHEREAS, the City Council has considered and determined that it is in the best interests of City of Lavon to contract with the Collin County Elections Administrator for the provision of election services.

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

SECTION 1. The City Council does hereby approve and authorize the Mayor to execute a contract with the Collin County Elections Administrator for Election Services related to the May 1, 2021 Special Election, such Contract attached hereto as Exhibit "A".

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 2nd day of February 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-01

EXHIBIT A

CONTRACT

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

COLLIN COUNTY COMMUNITY COLLEGE
CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
TOWN OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF GARLAND
CITY OF LAVON
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MELISSA
CITY OF NEVADA
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PLANO

TOWN OF PROSPER
CITY OF RICHARDSON
CITY OF SACHSE
TOWN OF SAINT PAUL
CITY OF WYLIE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MCKINNEY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
BEAR CREEK SPECIAL UTILITY DISTRICT
EAST FORK FRESH WATER SUPPLY DIST. 1
NORTH COLLIN SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 1, 2021

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1) ADMINISTRATION AND STATUTORY AUTHORITY

- a) Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivision.
- b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 1, 2021 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.
 - ii) The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - iii) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 - (1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.
 - (2) Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - iv) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$14.00 per hour for services rendered, each alternate judge shall receive \$13.00 per hour for services rendered, and each clerk shall receive \$12.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- b) The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
 - i) The Contracting Election Officer shall secure election kits which include the legal documentation required to hold an election and all supplies.
 - ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
 - iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
 - iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

- (1) Equipment includes the rental of ExpressVote Universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.
 - (2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- 3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
 - a) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - b) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the time period and at the locations listed in **Exhibit "A"**, attached and incorporated by reference into this Election Services Contract.
 - c) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - i) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
 - d) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.
- 4) The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers.
 - a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
 - b) The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.
- 5) The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Count Station Manager shall be Bruce Sherbet. The Count Station Judge shall be Neal Katz. The Tabulation Supervisor shall be Billy Pratt.
 - a) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
 - b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The required Notice of Logic and Accuracy testing will be posted by the Contracting Election Officer.
 - c) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
 - d) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.

- e) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

- a) The Participating Political Subdivisions shall assume the following duties:
 - i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
 - ii) The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, March 1, 2021.
 - iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
 - (1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, February 22, 2020, the official wording for the Participating Political Subdivision's May 1, 2021, Joint General and Special Election.
 - (2) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.
 - iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C-1" for required services.
- b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Monday, March 22, 2021. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be delivered within the mandatory time frame to: Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071. Made payable to "Collin County Treasury" with a note "for election services" included with check documentation.
- c) The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.
- d) COST OF SERVICES. See Exhibits "C-2" and "D"
- e) GENERAL PROVISIONS

- i) Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's May 1, 2021, Joint General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- ii) Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- iii) If the Participating Political Subdivision cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75.00. Any Participating Political Subdivision canceling an election will not be liable for any further costs incurred by the Contracting Officer.
- iv) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____ DAY OF _____ 2021.

Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2021.

By: _____
Vicki Sanson, Mayor
City of Lavon

Attest: _____
Rae Norton, City Secretary
City of Lavon

May 1, 2021

Exhibit "A"

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place	Address	City
Allen ISD Service Center-Main Foyer	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility-Community Room	301 Century Parkway	Allen 75013
Anna ISD-Board Room	501 S. Sherley Avenue	Anna 75409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus-J113	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center-Lobby	3452 Spur 399	McKinney 75069
Collin College McKinney Campus-Atrium C Wing	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus-Conference Center	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library-Program Room	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Farmersville City Hall-Council Chambers	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8-Training Room	14700 Rolater Road	Frisco 75034
Gay Library-Meeting Room	6861 W. Eldorado Parkway	McKinney 75070
Haggard Library-Large Program Room	2501 Coit Road	Plano 75075
Harrington Library	1501 18th Street	Plano 75042
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lavon City Hall	120 School Road	Lavon 75166
Lovejoy ISD Administration Building-Portable #1	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5-Community Room	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7-Community Room	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall-Municipal Court Room	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Road	Sachse 75048
Murphy Community Center-Homer and Marie /	205 N. Murphy Road	Murphy 75094
New Hope Town Hall-Council Chambers	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library-Large Program Room	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library-Auditorium	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall-Parks Room	411 W. Arapaho Road	Richardson 75080

May 1, 2021

Exhibit "A"

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place	Address	City
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library-Lobby	300 Country Club Road	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 18	April 19 Early Voting 8am - 5pm	April 20 Early Voting 8am - 5pm	April 21 Early Voting 8am - 5pm	April 22 Early Voting 8am - 5pm	April 23 Early Voting 8am - 5pm	April 24 Early Voting 8am - 5pm
April 25	April 26 Early Voting 7am - 7pm	April 27 Early Voting 7am - 7pm	April 28	April 29	April 30	May 1 Election Day 7am - 7pm

May 1, 2021

Exhibit "B"

**Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm**

Polling Place	Address	City
Aldridge Elementary School-Gym	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center-Main Foyer	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility-Community Room	301 Century Parkway	Allen 75013
Anna ISD-Board Room	501 S. Sherley Avenue	Anna 75409
Armstrong Middle School-Small Gym	3805 Timberline Drive	Plano 75074
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Bethany Elementary School-Gym	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School-Small Gym	3905 Rainier Drive	Plano 75023
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus-J 113	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center-Lobby	3452 Spur 399	McKinney 75069
Collin College McKinney Campus-Atrium C Wing	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall-Council Chambers	372 Town Place	Fairview 75069
Farmersville City Hall-Council Chambers	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8-Training Room	14700 Rolater Road	Frisco 75034
Gay Library-Meeting Room	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School-Vestibule East Entrance	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lavon City Hall	120 School Road	Lavon 75166
Lovejoy ISD Administration Building-Portable #1	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5-Community Room	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7-Community Room	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall-Municipal Court Room	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Miller Elementary School-Gym	5651 Coventry Drive	Richardson 75082
Murphy Community Center-Homer and marie Adams F	205 N. Murphy Road	Murphy 75094
New Hope Town Hall-Council Chambers	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library-Large Program Room	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075

May 1, 2021
Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Exhibit "B"

Polling Place	Address	City
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library-Auditorium	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall-Parks Room	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow Drive	Plano 75024
Rose Haggard Elementary School-Gym	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School-Front Foyer	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School-Small Gym	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library-Lobby	300 Country Club Road	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building-Board Room	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center-Meeting Room A	5801 W. Parker Road	Plano 75093
Wilson Middle School-F 113	1001 Custer Road	Plano 75075

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before May 1, 2021) may vote at any of the above Election Day Vote Center locations.

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-1"

Election Wide

Category	Units or Description	Cost Per Unit	Election Estimate	Election Actual
Early Voting by Mail				
Kits - Mail Ballots	5,000	\$ 1.15	\$ 5,750.00	
Postage	5,000	\$ 0.88	\$ 4,400.00	
Paper Ballot Printing Services		\$ 0.31	\$ -	
Paper Ballot Shipping (per box)		\$ 30.00	\$ -	
Ballot Stock - BOD	5,000	\$ 0.10	\$ 500.00	
Category Subtotal			\$ 10,650.00	
General Election Expenses				
Mileage			\$ 500.00	
Van / Car Rental			\$ 6,000.00	
Election Night Receiving Cover			\$ 2,680.00	
Polling Place Rental			\$ -	
Notice of Election			\$ 7,000.00	
Security - EV			\$ -	
Security - ED			\$ -	
Early Voting Ballot Board			\$ 1,950.00	
FICA - Election Workers			\$ 2,500.00	
County Employee/IT Overtime - EV			\$ 35,000.00	
Process Pollworker Checks - EV	5 per location	\$ 1.50	\$ 352.50	
Process Pollworker Checks - ED	5 per location	\$ 1.50	\$ 427.50	
Process Election Judge Notices	104	\$ 1.50	\$ 156.00	
Drayage Per Location - ED	57	\$ 50.00	\$ 2,850.00	
Drayage Per Location - EV	47	\$ 50.00	\$ 2,350.00	
Category Subtotal			\$ 61,766.00	
Programming				
Coding Servies			\$ 10,000.00	
Balotar Programming			\$ 450.00	
Category Subtotal			\$ 10,450.00	
Early Voting by Personal Appearance				
Election Judge OT - EV		\$ 21.00	\$ 283.50	
Alternate Judge OT - EV		\$ 19.50	\$ 253.50	
Clerk OT - EV	141	\$ 18.00	\$ 34,263.00	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days	\$ -	\$ 18,000.00	
Pick and Delivery of Supplies - EV	47	\$ 25.00	\$ 1,175.00	
Equipment Assembly - EV	47	\$ 50.00	\$ 2,350.00	
Category Subtotal			\$ 56,325.00	
Election Day				
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs	\$ 30.00	\$ 2,520.00	
Pick up and Delivery of Election Supplies	57	\$ 25.00	\$ 1,425.00	
Equipment Assembly - ED	57	\$ 50.00	\$ 2,850.00	
Category Subtotal			\$ 6,795.00	
Tabulation				
Election Night Vendor Support	Per Election	\$ 10,000.00	\$ 10,000.00	
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 3,000.00	
Category Subtotal			\$ 13,000.00	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-1"

Category	Units or Description		Cost Per Unit	Election Estimate	Election Actual
Supply Cost					
Ballots - Card Stock ExpressVote - EV		11,000	\$ 0.32	\$ 3,520.00	
Ballots - Card Stock ExpressVote - ED		10,000	\$ 0.32	\$ 3,200.00	
Kits - ED		57	\$ 19.00	\$ 1,083.00	
Kits - EV		47	\$ 19.00	\$ 893.00	
Kits - Provisional EV		47	\$ 38.10	\$ 1,790.70	
Kits - Provisional ED		57	\$ 38.10	\$ 2,171.70	
Polling Place Maps - EV		47	\$ 25.00	\$ 1,175.00	
Polling Place Maps - ED		57	\$ 25.00	\$ 1,425.00	
Signs Metal - ED		57	\$ 5.00	\$ 285.00	
Signs Wood - ED	5 per location		\$ 2.00	\$ 470.00	
Ballot Card Stock - Provisional - EV	50 per location		\$ 0.14	\$ 329.00	
Ballot Card Stock - Provisional - ED	50 per location		\$ 0.14	\$ 399.00	
Ballots - Sample - EV	50 per location		\$ 0.29	\$ 681.50	
Ballots - Sample - ED	50 per location		\$ 0.29	\$ 826.50	
Ballots - Sample All Race - EV		47	\$ 0.87	\$ 40.89	
Ballots - Sample All Race - ED		57	\$ 0.87	\$ 49.59	
Printer Labels - EV		47	\$ 5.00	\$ 235.00	
Printer Labels - ED		57	\$ 5.00	\$ 285.00	
Category Subtotal				\$ 18,859.88	
Equipment					
Cabinet Security - EV		47	\$ 200.00	\$ 9,400.00	
Cabinet Security - ED		57	\$ 200.00	\$ 11,400.00	
Computer Cabinet - EV		47	\$ 50.00	\$ 2,350.00	
Cabinet Drayage - EV		47	\$ 180.00	\$ 8,460.00	
Cabinet Drayage - ED		57	\$ 180.00	\$ 10,260.00	
DS200 Ballot Counter - EV		47	\$ 350.00	\$ 16,450.00	
DS200 Ballot Counter - ED		57	\$ 350.00	\$ 19,950.00	
ExpressVote - EV	9 per location		\$ 200.00	\$ 84,600.00	
Expres Vote - ED	9 per location		\$ 200.00	\$ 102,600.00	
ExpressTouch - EV		47	\$ 200.00	\$ 9,400.00	
ExpressTouch - ED		57	\$ 200.00	\$ 11,400.00	
Metal Signs	5 per location	52	\$ 1.00	\$ 520.00	
Wood Signs		104	\$ 2.00	\$ 208.00	
Category Subtotal				\$ 286,998.00	
Personnel					
Election Judge - EV			\$ 14.00	\$ 47,376.00	
Electino Judge - ED			\$ 14.00	\$ 9,576.00	
Alternate Election Judge - EV			\$ 13.00	\$ 43,992.00	
Alternate Electino Judge - ED			\$ 13.00	\$ 8,892.00	
Clerk - EV	3 per location		\$ 12.00	\$ 131,976.00	
Clerk - ED	3 per location		\$ 12.00	\$ 24,624.00	
Judge Delivery - EV		47	\$ 25.00	\$ 1,175.00	
Judge Delivery - ED		57	\$ 25.00	\$ 1,425.00	
Category Subtotal				\$ 269,036.00	
Total Estimated Cost				\$ 733,879.88	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-2"

Political Subdivision	Registered Voters	Share Percentage	Estimated Cost		Actual Cost
			Per Entity	Deposit Due	
City of Allen	65647	3.69%	\$ 27,062.39	\$ 24,356.15	
City of Anna	9510	0.53%	\$ 3,920.41	\$ 3,528.37	
City of Blue Ridge	516	0.03%	\$ 1,500.00	\$ 1,350.00	
City of Carrollton	331	0.02%	\$ 1,500.00	\$ 1,350.00	
City of Celina	9831	0.55%	\$ 4,052.74	\$ 3,647.47	
City of Dallas	29636	1.66%	\$ 12,217.18	\$ 10,995.46	
Town of Fairview	7966	0.45%	\$ 3,283.91	\$ 2,955.52	
City of Farmersville	1930	0.11%	\$ 1,500.00	\$ 1,350.00	
City of Frisco	65739	3.69%	\$ 27,100.32	\$ 24,390.29	
City of Garland	173	0.01%	\$ 1,500.00	\$ 1,350.00	
City of Lavon	2716	0.15%	\$ 1,500.00	\$ 1,350.00	
City of Lucas	5671	0.32%	\$ 2,337.82	\$ 2,104.04	
City of McKinney	113834	6.39%	\$ 46,927.06	\$ 42,234.35	
City of Melissa	8545	0.48%	\$ 3,522.60	\$ 3,170.34	
City of Nevada	956	0.05%	\$ 1,500.00	\$ 1,350.00	
Town of New Hope	500	0.03%	\$ 1,500.00	\$ 1,350.00	
City of Parker	3935	0.22%	\$ 1,622.17	\$ 1,459.95	
City of Plano	169825	9.54%	\$ 70,008.85	\$ 63,007.96	
Town of Prosper	15538	0.87%	\$ 6,405.40	\$ 5,764.86	
City of Richardson	22783	1.28%	\$ 9,392.09	\$ 8,452.88	
City of Sachse	6011	0.34%	\$ 2,477.98	\$ 2,230.18	
Town of Saint Paul	761	0.04%	\$ 1,500.00	\$ 1,350.00	
City of Wylie	31007	1.74%	\$ 12,782.36	\$ 11,504.12	
Collin County Community College	635470	35.70%	\$ 261,966.86	\$ 235,770.18	
Allen Independent School District	68108	3.83%	\$ 28,076.92	\$ 25,269.23	
Anna Independent School District	11669	0.66%	\$ 4,810.44	\$ 4,329.40	
Community Independent School District	9005	0.51%	\$ 3,712.23	\$ 3,341.01	
Farmersville Independent School District	5745	0.32%	\$ 2,368.33	\$ 2,131.49	
Frisco Independent School District	99794	5.61%	\$ 41,139.19	\$ 37,025.27	
Lovejoy Independent School District	12119	0.68%	\$ 4,995.95	\$ 4,496.36	
McKinney Independent School District	84811	4.76%	\$ 34,962.58	\$ 31,466.32	
Melissa Independent School District	10871	0.61%	\$ 4,481.47	\$ 4,033.33	
Plano Independent School District	222438	12.49%	\$ 91,698.09	\$ 82,528.28	
Prosper Independent School District	36877	2.07%	\$ 15,202.22	\$ 13,681.99	
Bear Creek Special Utility District	3868	0.22%	\$ 1,594.55	\$ 1,435.09	
Marilee Special Utility District	2275	0.13%	\$ 1,500.00	\$ 1,350.00	
North Collin Special Utility District	3806	0.21%	\$ 1,568.99	\$ 1,412.09	
East Fork Fresh Water Supply Dist. 1	3	0.00%	\$ 500.00	\$ 450.00	
Total Registered Voters	1780220	100.00%			

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

City of Lavon

Registered Voters 2,716
Percentage 0.15%

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Early Voting by Mail						
Kits - Mail Ballots	5,000	\$ 1.15	\$ 5,750.00		\$ 8.77	
Postage	5,000	\$ 0.88	\$ 4,400.00		\$ 6.71	
Paper Ballot Printing Services		\$ 0.31	\$ -		\$ -	
Paper Ballot Shipping (per box)		\$ 30.00	\$ -		\$ -	
Ballot Stock - BOD	5,000	\$ 0.10	\$ 500.00		\$ 0.76	
Category Subtotal			\$ 10,650.00		\$ 16.25	
General Election Expenses						
Mileage			\$ 500.00		\$ 0.76	
Van / Car Rental			\$ 6,000.00		\$ 9.15	
Election Night Receiving Cover			\$ 2,680.00		\$ 4.09	
Polling Place Rental			\$ -		\$ -	
Notice of Election			\$ 7,000.00		\$ 10.68	
Security - EV			\$ -		\$ -	
Security - ED			\$ -		\$ -	
Early Voting Ballot Board			\$ 1,950.00		\$ 2.98	
FICA - Election Workers			\$ 2,500.00		\$ 3.81	
County Employee/IT Overtime - EV			\$ 35,000.00		\$ 53.40	
Process Pollworker Checks - EV	5 per location	\$ 1.50	\$ 352.50		\$ 0.54	
Process Pollworker Checks - ED	5 per location	\$ 1.50	\$ 427.50		\$ 0.65	
Process Election Judge Notices	104	\$ 1.50	\$ 156.00		\$ 0.24	
Drayage Per Location - ED	57	\$ 50.00	\$ 2,850.00		\$ 4.35	
Drayage Per Location - EV	47	\$ 50.00	\$ 2,350.00		\$ 3.59	
Category Subtotal			\$ 61,766.00		\$ 94.23	
Programming						
Coding Servies			\$ 10,000.00		\$ 15.26	
Balotar Programming			\$ 450.00		\$ 0.69	
Category Subtotal			\$ 10,450.00		\$ 15.94	
Early Voting by Personal Appearance						
Election Judge OT - EV		\$ 21.00	\$ 283.50		\$ 0.43	
Alternate Judge OT - EV		\$ 19.50	\$ 253.50		\$ 0.39	
Clerk OT - EV	141	\$ 18.00	\$ 34,263.00		\$ 52.27	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days	\$ -	\$ 18,000.00		\$ 27.46	
Pick and Delivery of Supplies - EV	47	\$ 25.00	\$ 1,175.00		\$ 1.79	
Equipment Assembly - EV	47	\$ 50.00	\$ 2,350.00		\$ 3.59	
Category Subtotal			\$ 56,325.00		\$ 85.93	
Election Day						
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs	\$ 30.00	\$ 2,520.00		\$ 3.84	
Pick up and Delivery of Election Supplies	57	\$ 25.00	\$ 1,425.00		\$ 2.17	
Equipment Assembly - ED	57	\$ 50.00	\$ 2,850.00		\$ 4.35	
Category Subtotal			\$ 6,795.00		\$ 10.37	
Tabulation						
Election Night Vendor Support	Per Election	\$ 10,000.00	\$ 10,000.00		\$ 15.26	
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 3,000.00		\$ 4.58	
Category Subtotal			\$ 13,000.00		\$ 19.83	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Supply Cost						
Ballots - Card Stock ExpressVote - EV	11,000	\$ 0.32	\$ 3,520.00		\$ 5.37	
Ballots - Card Stock ExpressVote - ED	10,000	\$ 0.32	\$ 3,200.00		\$ 4.88	
Kits - ED	57	\$ 19.00	\$ 1,083.00		\$ 1.65	
Kits - EV	47	\$ 19.00	\$ 893.00		\$ 1.36	
Kits - Provisional EV	47	\$ 38.10	\$ 1,790.70		\$ 2.73	
Kits - Provisional ED	57	\$ 38.10	\$ 2,171.70		\$ 3.31	
Polling Place Maps - EV	47	\$ 25.00	\$ 1,175.00		\$ 1.79	
Polling Place Maps - ED	57	\$ 25.00	\$ 1,425.00		\$ 2.17	
Signs Metal - ED	57	\$ 5.00	\$ 285.00		\$ 0.43	
Signs Wood - ED	5 per location	\$ 2.00	\$ 470.00		\$ 0.72	
Ballot Card Stock - Provisional - EV	50 per location	\$ 0.14	\$ 329.00		\$ 0.50	
Ballot Card Stock - Provisional - ED	50 per location	\$ 0.14	\$ 399.00		\$ 0.61	
Ballots - Sample - EV	50 per location	\$ 0.29	\$ 681.50		\$ 1.04	
Ballots - Sample - ED	50 per location	\$ 0.29	\$ 826.50		\$ 1.26	
Ballots - Sample All Race - EV	47	\$ 0.87	\$ 40.89		\$ 0.06	
Ballots - Sample All Race - ED	57	\$ 0.87	\$ 49.59		\$ 0.08	
Printer Labels - EV	47	\$ 5.00	\$ 235.00		\$ 0.36	
Printer Labels - ED	57	\$ 5.00	\$ 285.00		\$ 0.43	
Category Subtotal			\$ 18,859.88		\$ 28.77	
Equipment						
Cabinet Security - EV	47	\$ 200.00	\$ 9,400.00		\$ 14.34	
Cabinet Security - ED	57	\$ 200.00	\$ 11,400.00		\$ 17.39	
Computer Cabinet - EV	47	\$ 50.00	\$ 2,350.00		\$ 3.59	
Cabinet Drayage - EV	47	\$ 180.00	\$ 8,460.00		\$ 12.91	
Cabinet Drayage - ED	57	\$ 180.00	\$ 10,260.00		\$ 15.65	
DS200 Ballot Counter - EV	47	\$ 350.00	\$ 16,450.00		\$ 25.10	
DS200 Ballot Counter - ED	57	\$ 350.00	\$ 19,950.00		\$ 30.44	
ExpressVote - EV	9 per location	\$ 200.00	\$ 84,600.00		\$ 129.07	
Expres Vote - ED	9 per location	\$ 200.00	\$ 102,600.00		\$ 156.53	
ExpressTouch - EV	47	\$ 200.00	\$ 9,400.00		\$ 14.34	
ExpressTouch - ED	57	\$ 200.00	\$ 11,400.00		\$ 17.39	
Metal Signs	5 per location	\$ 1.00	\$ 520.00		\$ 0.79	
Wood Signs	104	\$ 2.00	\$ 208.00		\$ 0.32	
Category Subtotal			\$ 286,998.00		\$ 437.86	
Personnel						
Election Judge - EV		\$ 14.00	\$ 47,376.00		\$ 72.28	
Electino Judge - ED		\$ 14.00	\$ 9,576.00		\$ 14.61	
Alternate Election Judge - EV		\$ 13.00	\$ 43,992.00		\$ 67.12	
Alternate Electino Judge - ED		\$ 13.00	\$ 8,892.00		\$ 13.57	
Clerk - EV	3 per location	\$ 12.00	\$ 131,976.00		\$ 201.35	
Clerk - ED	3 per location	\$ 12.00	\$ 24,624.00		\$ 37.57	
Judge Delivery - EV	47	\$ 25.00	\$ 1,175.00		\$ 1.79	
Judge Delivery - ED	57	\$ 25.00	\$ 1,425.00		\$ 2.17	
Category Subtotal			\$ 269,036.00		\$ 410.46	
Total Estimated Cost						
			\$ 733,879.88	Minimum Cost	\$ 1,500.00	



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 5 - C

Item:

CONSENT AGENDA

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

Background Information:

Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years of experience in regulating natural gas rates in Texas.

In March 2018, the City Council authorized participation with the Atmos Cities Steering Committee (ACSC). Atmos Cities Steering Committee (ACSC) is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2021 has been set at a per capita fee of \$0.05, which represents no change from 2019 or 2020.

Financial Implication:

The cost for the City of Lavon to continue membership is \$210.50 which has been provided for in the FY 20-21 annual budget.

Staff Notes:

Approval is recommended.

Attachments: Proposed Resolution and supporting documents

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-02

ACSC Membership Authorization

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lavon is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION 1. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Lavon and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION 2. That the City is further authorized to pay its 2021 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

SECTION 3. A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

SECTION 4. That this resolution shall take effect from and after the date of its passage.

PRESENTED AND PASSED on the 2nd day of February 2021, by a vote of ___ ayes and ___ nays at a regular meeting of the City Council of the City of Lavon, Texas.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

2020 ACSC NEWSLETTER



2020 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2020 that impacted ACSC and what's on the horizon next year.

ACSC Has a Productive 2020

This past year was another active year for the Atmos Cities Steering Committee (ACSC). On behalf of its member cities and their residents, ACSC participated in numerous proceedings before the Railroad Commission of Texas (RRC) and the Texas Legislature. This Year in Review highlights the significant events in 2020 that impacted ACSC and previews what is on the horizon for the coming year. Looking ahead, 2021 will likely be another busy year for ACSC at the RRC, the Texas Legislature, and the courts.



Atmos Mid - Tex and West Texas RRM's Settle

On March 31, 2020, Atmos Mid-Tex and West Texas submitted their 2020 Rate Review Mechanism (RRM) tariff filings.

Atmos has a statutory right to an annual increase in rates based on additional plant investment via a process that is referred to as "GRIP." RRM is a negotiated substitute for GRIP that only exists through the exercise of cities' original jurisdiction over rates and services. RRM is defined and controlled by ordinances that city councils adopted. The RRM tariff reflected in Mid-Tex and West Texas city ordinances is essentially a contractual commitment agreed to by both Atmos and cities.

Atmos Mid-Tex RRM Settlement

Atmos' Mid-Tex filing was based on a system-wide increase of \$136.3 million. The portion to be allocated to the ACSC member Cities was \$98.7 million. This request is significantly larger than any filing Atmos has ever made in its history. No prior request in a traditional rate case filed at the Railroad Commission has exceeded \$70 million. The largest amount previously requested from ACSC in a RRM filing was \$46.4 million in 2017. Atmos claims that 95%

of the increase relates to recovery of expenses related to pipe replacement, damage prevention, and leak surveying activities. Atmos states that in 2019 it replaced 188 miles of steel pipe, 77 miles of cast iron pipe, and over 24,000 steel service lines. Atmos also reports that in 2019 it performed more than one million line-locates, and found that excavators struck its lines more than 3,500 times. Additionally, Atmos surveyed approximately 13,500 miles of pipe.

On July 1, 2020, ACSC's consultants provided a report that proposed reducing the system wide request by roughly \$25 million and suggested that the additional increase to ACSC's rates should be limited to \$80.8 million. Two of the significant issues leading to adjustments were unreasonable excessive overtime pay and incentive compensation.

After negotiations, ACSC agreed to settle the Mid-Tex RRM at \$90 million with a two month delay in the effective date. ACSC's consultants have determined that the two month delay in effective date is worth between \$9 million and \$15 million, which would essentially bring Atmos Mid Tex's increase to about \$80.8 million.

Atmos maintains that the settlement on ACSC's Mid-Tex RRM will result in an economic advantage over the City of Dallas' settlement on an RRM-like filing.

Atmos West Texas RRM Settlement

While Atmos West Texas filed for a \$7.1 million increase, that filing was not consistent with the tariff it agreed to honor. The Company made adjustments to bring its request into compliance with the RRM tariff. Those necessary adjustments reduced the request to \$6.6 million (or roughly \$500,000 less than what would have been requested had the Company filed a traditional rate case). ACSC consultants produced a report that suggested

further adjustments of approximately \$2 million based upon a reasonableness review.

Because of COVID-19 virus issues, ACSC negotiated a two month delay in the October 1 Effective Date specified in the RRM tariff and a total increase of \$5.9 million. The two month delay in the Effective Date is worth around \$800,000.

West Texas Cities under RRM rates currently enjoy a slight economic advantage over cities that remain under GRIP rates (i.e., Lubbock and Amarillo). That economic advantage will continue with the adoption of this settlement.

Atmos West Texas Updates Rates to Include Triangle System

In late 2019, Atmos West Texas filed at the Railroad Commission of Texas (RRC) a Statement of Intent to include assets known as the "Triangle System" in its rate base (RRC Gas Utilities Docket No. 10900).

ACSC (West Texas Cities) intervened, engaged consultants, and filed testimony recommending adjustments for several items. Shortly thereafter, the parties entered into settlement discussions, and on January 22, 2020, filed a settlement agreement in the docket.

Atmos had requested an increase in revenues of \$266,000. The "black box" settlement results in a revenue decrease of \$300,000 and establishes some ongoing requirements related to future filings by Atmos.

On April 21, 2020, the RRC issued its Final Order, approving the settlement agreement. The settled reduction in revenues will have a very minimal effect on rates, and will be accompanied by a full reimbursement of the West Texas Cities' rate case expenses.

Atmos Pipeline-Texas Files 2020 Rider REV Adjustment

On August 14, 2020, Atmos Pipeline-Texas (APT) filed its 2020 Rider REV Adjustment (Rider REV) in Gas Utility Docket No. 10999. The Rider REV rate adjustment procedure was approved by the Railroad Commission of Texas (RRC) in Gas Utility Docket No. 10580. Every year APT conducts a true-up: if APT's revenues from transportation customers were less than the revenues set in GUD 10580, APT gets to apply a surcharge, but if APT collected more, they have to return revenue to transportation customers.

The 2020 adjustments affect the capacity charge component of the monthly customer charge for City Gate Service (CGS) Tariffs, and a Rate Schedule for Pipeline Transportation. APT serves city gate customers in Atmos' Mid-Tex division and additionally serves CoServe Gas, WTG Marketing, Inc., Corix Utilities (Texas), Inc., Texas Gas Services Co., Terra Gas Supply, and the Cities of Rising Star, Navasota, and Winona.

APT's 2020 Rider REV adjustment will decrease APT's rates established in GUD Nos. 10580 and 10718, as adjusted by GRIP filings, by \$48,667,624. So while APT rates will increase because of APT's GRIP filings (which resulted in a \$49 million rate increase), the 2020 Rider REV will limit that increase.

The RRC approved the filing at the October 20, 2020 open meeting.



Railroad Commission Adopts Measures to Address Coronavirus Threat

This year, the Railroad Commission of Texas (RRC) joined other state agencies and entities in adopting measures to address the threat presented by the COVID-19.

The RRC announced that most of its employees would be telecommuting, with the exception of a limited skeleton crew. This went into effect on Tuesday, March 17 and has continued throughout the year, until further notice. The public can still contact RRC Staff who are teleworking to ask questions about the energy industry, and operators can still contact the RRC about filings and processing. The RRC has also provided a 24-hour emergency number to report environmental emergencies.

Additionally, the RRC has no longer been accepting in-person filings. Parties may submit filings via U.S. Postal Service, FedEx or United Parcel Service. The RRC also provided a link to important resources for the public and for operators at the following web address: rrc.state.tx.us/covid19/.

The RRC established a process for operators, utilities, and other licensed companies and individuals to request a waiver from regulatory requirements. Entities may request waivers of RRC regulations by providing justifications as to why the regulatory requirements cannot be met. The RRC will review the waiver requests on a case-by-case basis and determine whether to accept or deny the request.

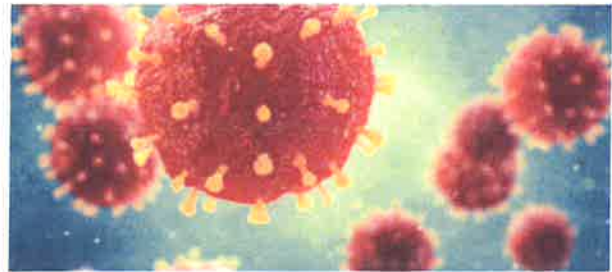
After the RRC cancelled its March 31, 2020 Open Meeting, the RRC has since held open meetings via virtual conference with full agendas.

[Recommendations to Suspend Disconnections and Accounting Mechanism for Recovery of Expenses Related to COVID-19](#)

In March, the RRC recommended that local gas

distribution companies temporarily suspend the disconnections of residential and small commercial gas utility customers for nonpayment while Texas remains in a State of Disaster, as declared by Governor Greg Abbott. In April, due to the financial uncertainty in collecting revenues due to the suspension of disconnects, the RRC authorized gas utilities the use of an accounting mechanism and subsequent process through which gas companies may seek future recovery of expenses resulting from the effects of COVID-19. Recoverable costs include but are not limited to: personal protective equipment; information technology equipment and associated costs to allow employees to work remotely; sanitizer and other cleaning supplies and services; medical and occupational health costs and services for advising employees that test positive or have been exposed to COVID-19 as a result of performing their job; bad debt and associated credit and collection costs; and other reasonable and necessary costs to address the impact of COVID-19 on gas utilities and their customers that would not have otherwise been incurred during the normal course of business.

Therefore, the RRC authorized each gas utility to record in a regulatory asset account the expenses associated with the COVID-19 State of Disaster. Any insurance proceeds resulting from claims, benefits resulting from government stimulus or other support programs, and/or donations or reimbursements received related to COVID-19 must be included as an offset to expenses in the regulatory account.



Republican Jim Wright Elected Railroad Commissioner

In the 2020 general election, Republican Jim Wright defeated Democrat Chrysta Castañeda in the election for a seat at the Texas Railroad Commission (RRC). The RRC consists of three commissioners who are elected for statewide, six-year, staggering terms, all of which have been Republicans for at least 25 years. No Democrat has been elected to any statewide seat in Texas since 1994.

Wright will replace Ryan Sitton, who lost to Wright in the GOP primary in March despite raising significant-

ly more money and who had the support of top state leaders including Gov. Greg Abbot, Lt. Gov. Dan Patrick, and both of the state's Republican U.S. senators. Wright also defeated Castañeda, who received support from environmental groups nationwide, as well as a late fundraising boost of \$2.6 million from Michael Bloomberg. Wright owns an oilfield waste services company, which, as Castañeda pointed out in her scathing campaign ads, was fined \$181,519 in 2017 for stockpiled waste that leaked into the soil and unpermitted stormwater ponds.

Atmos Energy Requests Rate Increase in Dallas

Atmos Energy (Atmos or Company) asked the City of Dallas to approve a rate increase for customers that would raise the company's revenues by \$18.3 million per year, or roughly 9.4%. This would result in a \$5.48 increase per month for the average customer. The City has limited control over the rate Atmos sets. Last year, the City Council denied Atmos' \$10.1 million rate increase, but the Commission approved an \$8.5 million rate increase.

Atmos said that its requested increase is due to the Company's efforts in 2019 to replace pipelines and better detect leaks. As you may recall, Atmos' aging pipelines have been under scrutiny after a natural gas explosion in northwest Dallas in February 2018 killed a 12 year-old girl. The Company says that it has eliminated over 16,000 leaks during the last fiscal year through "permanent replacement or repair" of pipelines in its mid-Texas region, according to its 2020 Dallas Annual Rate Review filing.

Members of the City Council agreed that pipeline quality and safety are important, but not all were convinced that approving the rate increase will lead to pipeline improvements. Council Member Lee Kleinman specified that he believes Atmos prioritizes paying dividends, and that when the City has approved rates in the past, the Company did not replace the aging infrastructure it should have.

On May 13, 2020, the City of Dallas deferred the timeline to act on Atmos' request due to COVID 19, until August 29, 2020.

On August 12, 2020, the City of Dallas determined that Atmos failed to demonstrate the reasonableness of the requested increase. Instead, Atmos and the City of Dallas agreed to an annual rate increase of \$15,800,000 to customers with the City.

The new rates went into effect as of September 1, 2020.



2021 ACSC Meetings

March 4
May 6
August 12
December 9

2021 Officers

Chair—Jennifer Richie (Waco)
Vice Chair—Meg Jakubik (Bedford)
Secretary—Adrienne Lothery (Colleyville)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@iglawfirm.com

ACSC Cities (178 Members)

- | | | |
|----------------------------|---------------------------|---------------------------|
| 1. Abilene | 61. Fairview | 121. Northlake |
| 2. Addison | 62. Farmers Branch | 122. Oak Leaf |
| 3. Albany | 63. Farmersville | 123. Ovilla |
| 4. Allen | 64. Fate | 124. Palestine |
| 5. Alvarado | 65. Flower Mound | 125. Pantego |
| 6. Angus | 66. Forest Hill | 126. Paris |
| 7. Anna | 67. Forney | 127. Parker |
| 8. Argyle | 68. Fort Worth | 128. Pecan Hill |
| 9. Arlington | 69. Frisco | 129. Petrolia |
| 10. Aubrey | 70. Frost | 130. Plano |
| 11. Azle | 71. Gainesville | 131. Ponder |
| 12. Bedford | 72. Garland | 132. Pottsboro |
| 13. Bellmead | 73. Garrett | 133. Prosper |
| 14. Benbrook | 74. Georgetown | 134. Quitman |
| 15. Beverly Hills | 75. Glenn Heights | 135. Red Oak |
| 16. Blossom | 76. Grand Prairie | 136. Reno (Parker County) |
| 17. Blue Ridge | 77. Grapevine | 137. Rhome |
| 18. Bowie | 78. Groesbeck | 138. Richardson |
| 19. Boyd | 79. Gunter | 139. Richland |
| 20. Bridgeport | 80. Haltom City | 140. Richland Hills |
| 21. Brownwood | 81. Harker Heights | 141. River Oaks |
| 22. Bryan | 82. Haskell | 142. Roanoke |
| 23. Buffalo | 83. Haslet | 143. Robinson |
| 24. Burkburnett | 84. Hewitt | 144. Rockwall |
| 25. Burleson | 85. Highland Park | 145. Roscoe |
| 26. Caddo Mills | 86. Highland Village | 146. Rowlett |
| 27. Canton | 87. Honey Grove | 147. Royse City |
| 28. Carrollton | 88. Hurst | 148. Sachse |
| 29. Cedar Hill | 89. Hutto | 149. Saginaw |
| 30. Celeste | 90. Iowa Park | 150. Sansom Park |
| 31. Celina | 91. Irving | 151. Seagoville |
| 32. Centerville | 92. Justin | 152. Sherman |
| 33. Cisco | 93. Kaufman | 153. Snyder |
| 34. Clarksville | 94. Keene | 154. Southlake |
| 35. Cleburne | 95. Keller | 155. Springtown |
| 36. Clyde | 96. Kemp | 156. Stamford |
| 37. College Station | 97. Kennedale | 157. Stephenville |
| 38. Colleyville | 98. Kerens | 158. Sulphur Springs |
| 39. Colorado City | 99. Kerrville | 159. Sweetwater |
| 40. Comanche | 100. Killeen | 160. Temple |
| 41. Commerce | 101. Krum | 161. Terrell |
| 42. Coolidge | 102. Lakeside | 162. The Colony |
| 43. Coppell | 103. Lake Dallas | 163. Trophy Club |
| 44. Corinth | 104. Lake Worth | 164. Tyler |
| 45. Crandall | 105. Lancaster | 165. University Park |
| 46. Cross Roads | 106. Lavon | 166. Venus |
| 47. Crowley | 107. Lewisville | 167. Vernon |
| 48. Dalworthington Gardens | 108. Little Elm | 168. Waco |
| 49. Denison | 109. Lorena | 169. Watauga |
| 50. Denton | 110. Madisonville | 170. Waxahachie |
| 51. DeSoto | 111. Malakoff | 171. Westlake |
| 52. Draper | 112. Mansfield | 172. Westover Hills |
| 53. Duncanville | 113. McKinney | 173. Westworth Village |
| 54. Early | 114. Melissa | 174. Whitesboro |
| 55. Eastland | 115. Mesquite | 175. White Settlement |
| 56. Edgecliff Village | 116. Midlothian | 176. Wichita Falls |
| 57. Emory | 117. Murphy | 177. Woodway |
| 58. Ennis | 118. Newark | 178. Wylie |
| 59. Euless | 119. Nocona | |
| 60. Everman | 120. North Richland Hills | |



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 6 – A

Item:

Discussion and action regarding Resolution No. **2021-02-03** approving and authorizing the Mayor to execute a professional services reimbursement agreement with Lavon 419 Land, LLC.

Background:

Justin Bono, Astra Development for Lavon 419 Land LLC, approached the City regarding a proposed project on 419 acres situated in the extraterritorial jurisdiction of and adjacent to the city. Developers commonly reimburse a City for the City's costs incurred for legal, special district, financial, and engineering consultants engaged by the City to provide professional services related to their proposed development.

As provided for in state law, the developer is exploring financing a portion of the costs of development through the creation of a municipal utility district (MUD), public improvement district (PID), municipal management district (MMD), tax increment reinvestment zone (TIRZ), other similar district, or a combination thereof. Additionally, the developer expressed interest in the provision of city wastewater utility services.

Financial Implications:

The complexity of the regulations relating to special districts necessitates specific expertise and experience in the review of potential financing options. Considering the proposed options and requests without the guidance of a professional consulting team is not advisable and could be costly.

Staff Notes:

The City Attorney was involved in the development of the proposed agreement and has approved its form. Approval is recommended.

Attachments: Proposed Resolution and agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-03

Professional Services Reimbursement Agreement – Lavon 419 Land, LLC

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAVON, TEXAS APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE A PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT WITH LAVON 419 LAND,
LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Lavon 419 Land, LLC has submitted a development plan and financing proposal for property in the extraterritorial jurisdiction of and adjacent to the City of Lavon; and

WHEREAS, the City Council has considered and determined that it is necessary and in the best interests of City of Lavon to engage professional services related to the review of the proposal and options.

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

SECTION 1. The City Council hereby approves and authorizes the Mayor to execute the Professional Services Reimbursement Agreement attached hereto as Exhibit “A”.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 2nd day of February 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-03

EXHIBIT A

Professional Services Reimbursement Agreement

**PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (this “Agreement”), effective as of the ____ day of February 2021, (the “Effective Date”), is made and entered into by and between the City of Lavon, Texas (the “City”) and Lavon 419 Land, LLC (“Developer”), herein collectively referred to as (“Party” or “Parties”).

RECITALS

WHEREAS, Developer owns approximately 419 acres or real property located in Collin County, Texas, located near the intersection of CR 483 and FM 2755 as depicted in Exhibit A attached hereto (the “Development Land”);

WHEREAS, the Developer intends to develop a high-quality single-family residential development with possible other uses as may further be described and agreed upon by the Parties in subsequent documents;

WHEREAS, the City and the Developer have no existing development agreement or other agreement between the parties with respect to the development of the Development Land or use of a special district to finance costs of public improvements necessary for the development of the Development Land; and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the public improvements necessary for the development of the Development Land may be achieved by means of the Public Improvement District (“PID”) Act or through creation of a tax increment reinvestment zone, a municipal utility district, a municipal management district, or other similar district; and

WHEREAS, the Developer desires to develop the Development Land and on October 12, 2020 submitted a proposed Memorandum of Understanding (“MOU”) to the City; and

WHEREAS, the Parties hereto recognize that the City will incur and continue to incur expenses through the entire review process until final completion of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, special consultant fees, and fees for administrative time of City staff; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment for Professional Services. The Developer shall deposit with the City \$20,000 for payment of City Expenses necessary to conduct the review of the MOU and/or alternative development financing options, municipal service and entitlement matters within ten

City:

City of Lavon
Kim Dobbs, City Administrator
120 School Road
Lavon, Texas 75166
Email Address: kim.dobbs@cityoflavon.org
Phone Number: (972) 843-4220

Developer:

Lavon 419 Land, LLC
Attn: Justin Bono
3625 Hall Street, Suite 720
Dallas, TX 75219
Email Address: jbono@astracompanies.com
Phone Number: (214) 662-5530

7. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

8. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Collin County, Texas.

9. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

CITY OF LAVON, TEXAS

By _____
Vicki Sanson, Mayor

Date: _____

ATTEST:

City Secretary

DEVELOPER

LAVON 419 LAND, LLC
a Texas limited liability company

By: ASTRA INVESTMENTS I, LLC, a
Texas limited liability company, its
Managing Member

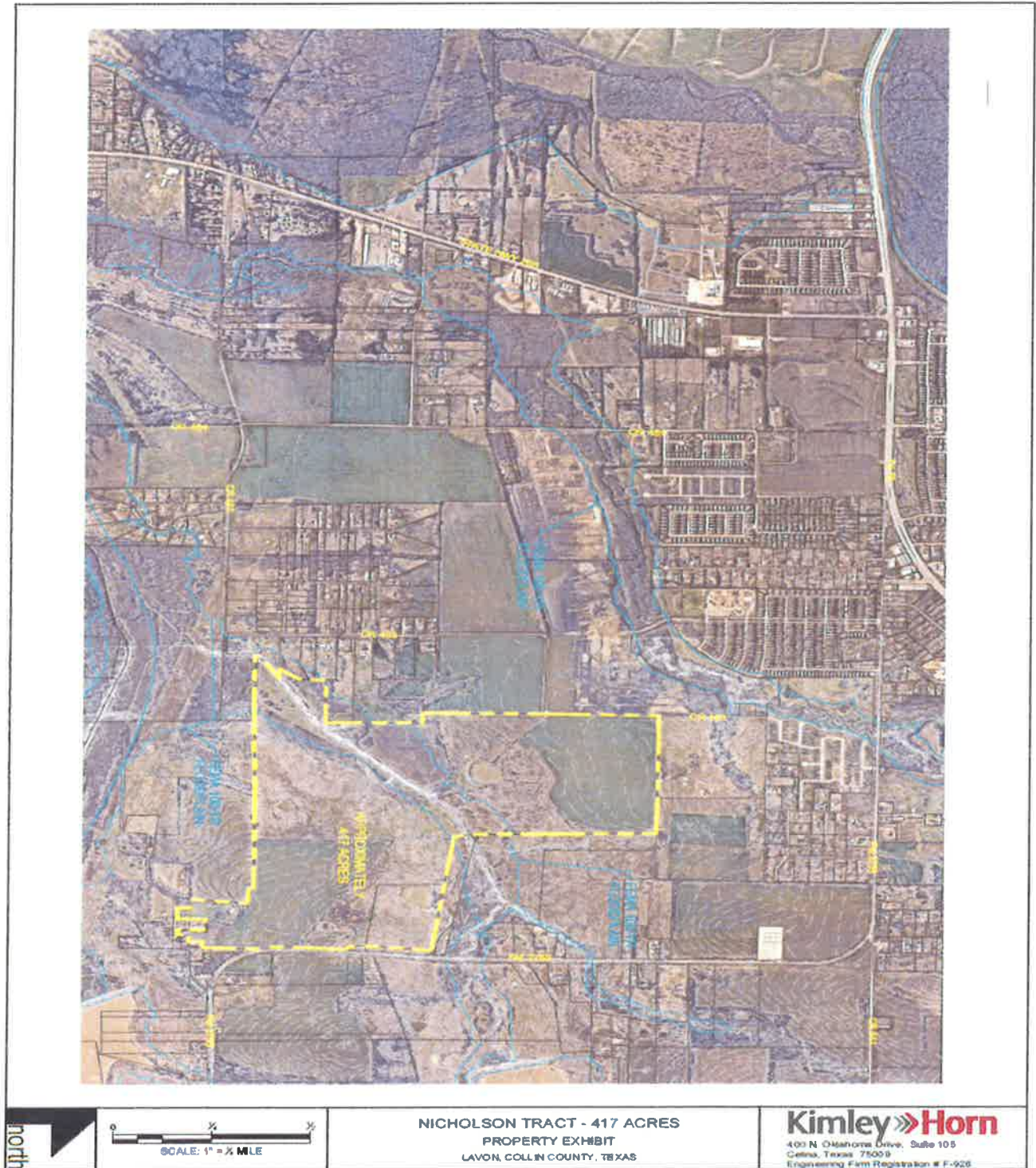
By: _____

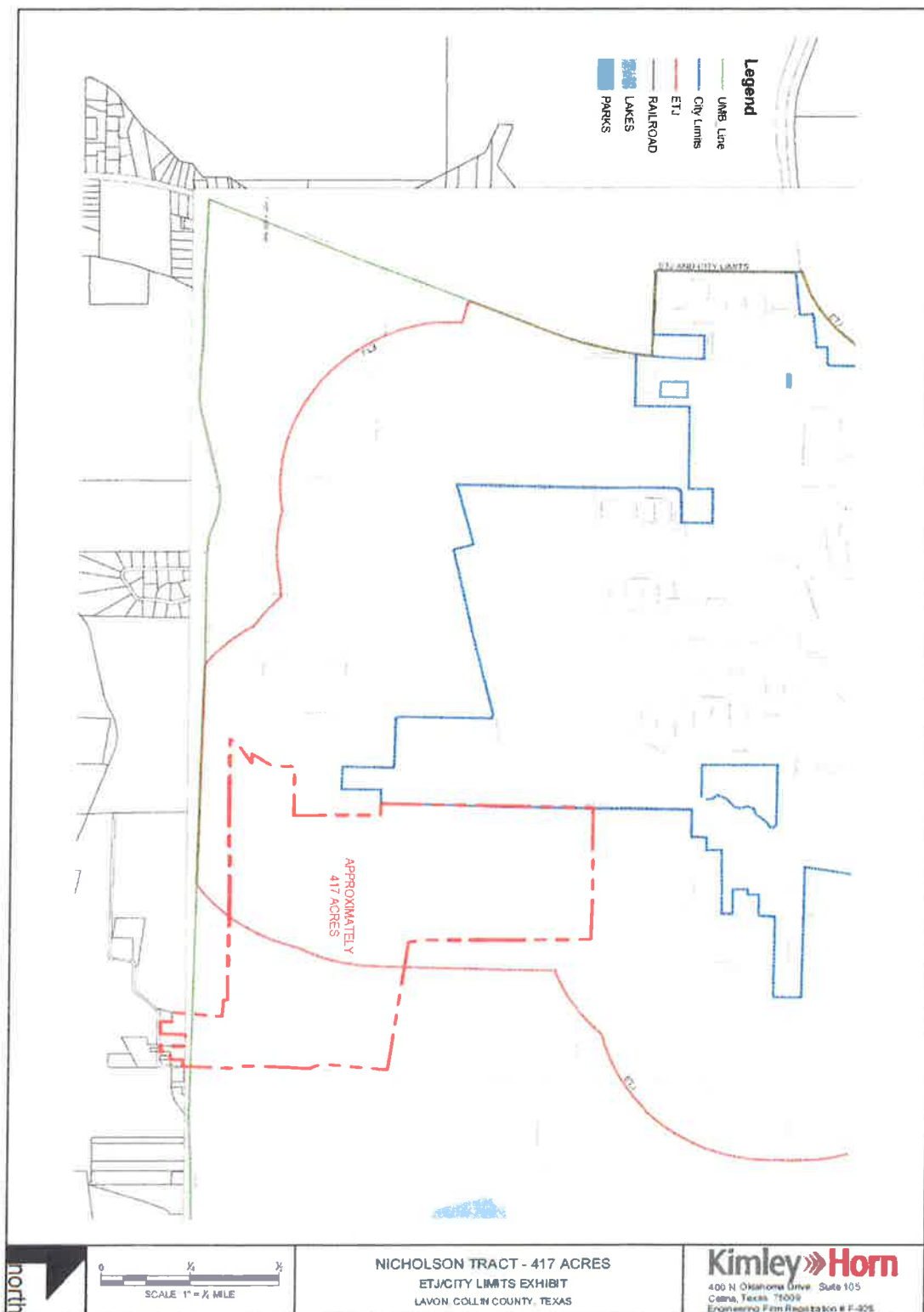
Printed Name: _____

Title: _____

Date: _____

EXHIBIT A





4850-6141-8956v.3 60647-12 10/8/2020



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2012

ITEM: 6 - B

Item:

Discussion and action regarding Resolution No. **2021-02-04** approving and authorizing the Mayor to execute an agreement with Curative, Inc. for a public kiosk for COVID testing on city property.

Background:

Collin County entered into an agreement with Curative Medical Associates for COVID-19 vaccine administration and implementation. County Administrator Bill Bilyeu called on cities to identify locations that could host long term or mobile vaccination and testing locations. Lavon responded immediately.

The proposed Memorandum of Understanding - Kiosk Agreement between the City and Curative provides for the City to host a mobile rotating testing site at City Hall. There is not a guarantee that a mobile unit will be set here; this is the first step. The goal is to get the framework in place for an eventual mobile vaccination unit.

Staff is working with neighboring cities to design a rotation system that works well for the region. The agreement terms may be updated as various agencies and organizations join in the effort.

Financial Implications:

There are no direct costs to the City.

Staff Notes:

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

- Attachments:**
- 1) Proposed Resolution and agreement
 - 2) Collin County Communication
 - 3) Collin County- Curative Agreement
 - 4) Presentation – Curative-Collin County

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-04

Agreement – Curative, Inc. for COVID Testing Kiosk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CURATIVE, INC. FOR A PUBLIC KIOSK FOR COVID TESTING ON CITY PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Collin County has entered into an agreement with Curative, Inc. to provide COVID testing and vaccination services; and

WHEREAS, the City Council has considered and determined that it is in the best interests of City of Lavon to make available city property as a location for a vaccination and/or testing location.

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

SECTION 1. The City Council hereby approves and authorizes the Mayor to execute the Kiosk Agreement attached hereto as Exhibit “A”.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 2nd day of February 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-04

EXHIBIT A

Agreement

Memorandum of Understanding

City of Lavon, Texas - Kiosk Agreement

WHEREAS, the City of Lavon, Texas (the "City") wishes to launch additional COVID testing programs within the City that are generally available to the public; and

WHEREAS, Curative Inc. ("Vendor"), is in the process of completing a self-serve (pilot phase, subject to modifications) to the public Kiosk for COVID testing; and

WHEREAS, City has agreed to allow testing to take place on its property and give access to the Vendor for the duration of the agreement; and

WHEREAS, Vendor and the City (together, the "Parties") wish to collaborate on such COVID testing;

Subject to the terms and conditions below, City, at no charge to Vendor shall provide a public area for placement of Vendor supplied kiosk, and Vendor shall supply such kiosk, at no charge to City on the following days: TBD with an option to extend the end date (the "Term"). The site will be in operation ~~from~~ on a daily rotating basis. This is subject to change at the discretion of the Vendor.

1. Vendor shall comply with all City property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or consultants shall, under any circumstances, be considered employees of the City.
3. The City shall not be liable for any damage caused by acts of nature, (i.e., power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor).
4. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the City shall not be liable for any damages, losses or theft thereof.
5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during defined hours.
6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate. Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law.
7. Vendor shall only operate in the approved kiosk location within the area specified by the City.

8. The City will, upon request, furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the City listing specific needs.

9. City agrees to advertise and publicize the kiosk, and receive data from Vendor, and provide constructive feedback to Vendor. City agrees to consult Curative Inc. regarding any advertisement or public commentary regarding the kiosk operation prior to publicizing.

11. Kiosk and all intellectual property associated with such shall remain Vendor's sole and exclusive property.

12. Upon the expiration of the Term or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the City provided area, in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing 30-days written notice to the other to the address provided below.

COMPLIANCE WITH LAWS

1. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. The parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or Vendor or City policies.

[Signature Page Follows]

City of Lavon, Texas:

Vicki Sanson, Mayor

Signature:

Date:

120 School Road, Lavon Texas 75166

Curative Inc:

Name and Title:

Signature:

Date:

Address:

Kim Dobbs

To: Kim Dobbs
Subject: FW: Vaccine Supercenter

Adapted from 01-11-2021 message.

Kim Dobbs
City Administrator
City of Lavon
972-843-4220

City of Lavon – Recipient of the 2020 TML Municipal Excellence Award for Public Safety in cities under 25,000 population!

From: Bill Bilyeu <bbilyeu@co.collin.tx.us>
Sent: Monday, January 11, 2021 6:30 PM
Subject: Vaccine Supercenter

The Commissioners Court entered into an MOU with Curative Medical Associates. This non-exclusive agreement gives County support to Curative to operate vaccination centers in Collin County. Curative currently provides the back office and lab operations for the testing center at Toyota Stadium and fully operates drive thru testing at Globe Life and Dodger Stadium. Curative can open a vaccination site within a couple of weeks of determining a location and if/when the state receives and allocates vaccine. Curative has agreed to use the Collin County Wait List of 83,000 residents in their scheduling system. The Commissioners Court is partial to facilities that allow easy access to all Collin County residents. The preference would be that the initial location(s) be centrally located before additional locations are opened. Curative also provides mobile vaccination opportunities that can set up in various communities on a rotation schedule.

As mentioned above, Curative currently operates COVID-19 testing locations. They are interested in opening additional mobile and drive thru testing centers beside or in addition to any new vaccination locations.

Please identify locations in your city or town that could host long term or mobile vaccination and testing operations. Identify those locations and share them with Curative and designate someone to work with Curative to discuss location logistics. The County's goal is for the public to have the most efficient locations available to them.

Please contact Curative directly about possible locations.

COVID-19 VACCINE ADMINISTRATION AGREEMENT

This COVID-19 Vaccine Administration Agreement (“Agreement”) is entered into this 18th day of January 2021 (“Effective Date”), by and between the Collin County (hereafter referred to as “Partner”); and Curative Medical Associates PA (hereafter referred to as “Curative”). Curative and Partner shall be referred to hereafter individually as a “Party”, and collectively as the “Parties” to this Agreement.

I. RECITALS

A. The purpose of this engagement is for Curative to leverage logistical expertise, mobile vaccination infrastructure and large-scale vaccination site management capacity to assist with Partner’s vaccination efforts against Novel Coronavirus 2019 (COVID-19).

B. Implementing the policies, procedures, and infrastructure for COVID-19 vaccination is a substantial logistical challenge that the Parties believe can be effectively addressed through public-private partnerships. In regions across the United States, the existing public health infrastructure has variable capacity to implement measures needed to rapidly vaccinate their constituent populations. Partner has expressed an urgent need for public-private partners to provide assistance with the vaccination effort and to ensure ongoing capacity to respond to COVID-19 in Partner’s region (“Service Area”).

C. Curative can marshal the logistics experience of its affiliates, Curative Inc. and Curative Labs Inc., gained from coordinating COVID-19 testing with public and private entities across the United States. Curative affiliates have also assisted with the delivery of the influenza vaccination, in support of state and federal public health goals.

D. To achieve this, Curative (through its practitioners) (a) has become a qualified provider in Texas and county-level systems, (b) can securely report patient information directly into Texas DSHS databases and Immunization Registries in full compliance with the Health Insurance Portability and Accountability Act of 1996, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HIPAA”), and (c) has established capacity and is duly qualified to receive and warehouse publicly-allocated doses of COVID-19 vaccines that have received Emergency Use Authorization (EUA) from the FDA (collectively herein, the “COVID-19 Vaccine”), in accordance with the guidelines of the United States Center for Disease Control (CDC), FDA and the vaccine manufacturers.

E. Under this Agreement, Curative will proceed with hiring and operating COVID-19 Vaccine administration teams, including pursuing partnerships with academic institutions and community organizations, and acquiring all equipment necessary to deliver the COVID-19 Vaccine to individuals in the Service Area (“Vaccine Recipients”) and in support of Partner’s plans for population-scale immunization against COVID-19.

F. The Parties desire to enter into this Agreement whereby Curative shall administer the COVID-19 Vaccine for each of the Vaccine Recipients and seek reimbursement from third-party payers, including the federal government programs or the Vaccine Recipient’s health insurer, including for uninsured individuals eligible for payment by other federal or state programs, such as the

HRSA COVID-19 Claims Reimbursement Program administered by federal Health Resources and Administration (HRSA) (for purposes hereof, each, a “Payer”),

II. TERM AND TERMINATION

The term of this Agreement shall commence upon the Effective Date and continue for ninety(90) days (“Term”) and auto renew for additional Terms, unless terminated as set forth herein. Either Party may terminate this Agreement at any time upon ten (30) days prior written notice for any reason, unless for cause. Termination of this Agreement shall not relieve the Parties of their reporting and auditing obligations, or any other provisions or obligations set forth in this Agreement.

III. DESCRIPTION OF THE COVID-19 VACCINE SERVICES

A. CURATIVE RESPONSIBILITIES

Curative shall perform the following duties under this Agreement (the “Services”):

1. Work with Partner and Partner’s designees to develop a model for COVID-19Vaccine administration at fixed sites and at mobile clinics (collectively, “COVID-19 Vaccine Sites”).
2. Staff, coordinate and manage COVID-19 Vaccine Sites.
3. Secure from each intended Vaccine Recipient (or parent or legal guardian if the intended Vaccine Recipient is under the age of eighteen (18) years old), a signed informed consent and assignment of benefits, consenting to receive the COVID-19 Vaccine, and assigning to Curative the right to bill and receive payment from the Vaccine Recipient’s Payer for the COVID-19 Vaccine.
4. Administer the COVID-19 Vaccine in compliance with applicable state and federal laws and the applicable CDC, FDA and manufacturer guidelines to Vaccine Recipients identified by Partner (by group or otherwise).
5. Deploy Curative’s (or its affiliate’s) software platform for scheduling COVID-19 Vaccine clinics and managing patient information.
6. Curative’s communication and outreach team will work with Partner to align messaging and communication efforts regarding this effort.
7. Coordinate with Partner in using Curative’s COVID-19 sign up/waiting list to determine scheduling of COVID-19 vaccinations.
8. Provided that Partner provides sufficient vaccines to service the capacity required, develop and maintain the capacity to provide COVID-19 vaccinations to at least 2,000 individuals per day within seven days of the effective date of this Agreement and to at least 6,000 individuals per day by January 26, 2021.

B. PARTNER RESPONSIBILITIES

Partner shall perform the following duties under this Agreement:

1. Determine and provide to Curative a prioritization hierarchy for the specific groups and settings to receive the COVID-19 Vaccine within the Service Area.
2. Determine and direct Curative with respect to the allocation of doses of COVID-19 Vaccine for different groups/entities that will receive vaccination within the Service Area.
3. Provide direction to Curative relating to policy, information, and procedural requirements for COVID-19 Vaccine Sites and COVID-19 Vaccine administration.
4. Work with Curative to develop a model for COVID-19 Vaccine administration at COVID-19 Vaccine Sites.
5. Coordinate with and support Curative in administering the COVID-19 Vaccines. .
6. Maintain communications with Curative to address status or needs which arise with the COVID-19 Vaccine administration.
7. Provide support for Curative's application to or integration with public data platforms for Partner qualification or information reporting.

IV. PAYMENT FOR COVID-19 VACCINATION

1. Curative will use good faith efforts to bill and receive payment from the Vaccine Recipient's Payer for the COVID-19 Vaccine provided to each Vaccine Recipient, subject to the following:
2. Curative will use reasonable commercial efforts to obtain from each Vaccine Recipient such information and documentation required by the Vaccine Recipient's Payer, and as may be reasonably necessary for Curative's billing and collection function.
3. Curative shall likewise use reasonable commercial efforts to understand and meet applicable Payer rules, regulations, coverage limitations, contractual obligations, or other procedures pertaining to billing and coverage of the COVID-19 Vaccine and to obtain payment from such Payers. Notwithstanding the foregoing, the Parties agree that Curative shall have no obligation to submit a claim for payment to any Payer if Curative reasonably determines that: (A) Curative lacks necessary billing information, (B) the COVID-19 Vaccine is not medically appropriate for the particular intended Vaccine Recipient in accordance with current accepted standards of medical practice and CDC guidelines or other federal and state laws and guidance, or (C) the COVID-19 Vaccine does not otherwise satisfy the applicable Payer coverage requirements.
4. Any payment received by Curative from a Vaccine Recipient's Payer for the COVID-19 Vaccine performed for a Vaccine Recipient shall represent payment in full for all such services for such Vaccine Recipient.

V. NOTICES

All notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to the following persons, identified by position and title, designated as the responsible and authorized representative of the respective Parties for all communications, including required notices, related to the Agreement:

Partner: Bill Bilyeu, County Administrator, Collin County
Address: 2300 Bloomdale Road, Suite 4192, McKinney, Texas 75071
Email: bbilyeu@co.collin.tx.us
Phone: 972-548-4698

Curative:
General Counsel
279 E. Arrow Hwy, San Dimas, CA 91773
Phone: 888-702-9042

VI. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE

Warranty: Curative represents that all protected health information (PHI) will be encrypted and protected within Curative's systems in compliance with HIPAA and Curative will use PHI solely for the Services provided for herein and in accordance with each Vaccine Recipient's authorization/consent.

Limitation of Liability: Except as otherwise set forth in the Agreement, Curative makes no other warranties, express or implied, with respect to Services and all other warranties are hereby disclaimed. To the maximum extent provided by law, in no event shall either Party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss of profits and/or indirect economic damages whatsoever, costs of cover, and regardless of whether such damages arise from claims based upon contract, negligence, tort or other. EXCEPT FOR INDEMNIFICATION AND INSURANCE OBLIGATIONS PROVIDED HEREIN IN NO EVENT SHALL CURATIVE'S LIABILITY UNDER THIS AGREEMENT EXCEED \$500.00.

Indemnity: To the extent allowed by law, each Party agrees to defend, hold harmless, and indemnify the other and their officers, employees and agents harmless from third party claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services provided under this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement. IN NO EVENT SHALL ANY PROVISION IN THIS AGREEMENT BE CONSTRUED AS A WAIVER OF STATUTORY IMMUNITY PROVIDED TO CURATIVE UNDER THE PREP ACT See 85 Fed. Reg. 15,198 (March 17, 2020); see also Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e.

Insurance: Curative shall be responsible for providing disability, workers' compensation, professional liability, or other insurance as well as licenses and permits usual or necessary for performing the services under this Agreement. Curative agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. Prior to administering any vaccines hereunder, Curative agrees to

furnish to Partner a current and valid certificate of insurance from Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

VII. CONFIDENTIALITY

Confidential Health Information. The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health Information") which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health Information which is necessary to perform the duties under this Agreement.

HIPAA/Protected Health Information. In the event that any PHI within the meaning of HIPAA is received by Curative, Curative shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

VIII. RECORDS MAINTENANCE

Curative shall maintain accurate and complete records of its activities and operations related to this Agreement. and, if legally required, upon reasonable notice from Partner, during Curative's normal business hours, allow Partner access to examine or audit the activities and operations related to this Agreement. These records shall be maintained by Curative and made available to Partner during the term of this Agreement and for a period of not less than (i) three years thereafter or (ii) the time period which is legally required under applicable laws, rules and regulations. If an audit of Curative is conducted by a Federal or State Auditor, Curative shall provide a copy of the report to Partner within thirty days.

IX. RECORDS INSPECTION

If applicable to Curative and required by law, in accordance with State or Federal law and pursuant to this Agreement, at any time with reasonable advance notice to Curative, during normal business hours and as often as either the Partner, its designees, the Federal or State government may deem necessary, Curative must make available for examination all of its records with respect to all matters covered by this Agreement. The Partner, or its designees, or the Federal or State government each have the authority to audit, examine and make excerpts or transcripts from records and other data covered by this Agreement. Curative agrees to provide any reports requested by the Partner or Partner regarding performance of this Agreement.

X. MISCELLANEOUS

Assignment: Without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, neither Party may assign any of its rights or obligations hereunder. Notwithstanding anything to the contrary herein contained, either Party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation without prior written consent and (ii) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided, however, that nothing contained herein shall release the assigning Party from its obligations hereunder. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the Parties hereto.

Entire Agreement: This Agreement, including Exhibits, contains the entire understanding between Partner and Curative and supersedes any and all prior agreements, understandings, and arrangements between them relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless in writing and signed by the Parties to be bound.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in Collin County, Texas.

Waiver: The failure of either Party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

Severability: It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

Non-Exclusive Arrangement: Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on Partner's ability to use other providers and that Partner does not guarantee any minimum volume of Vaccine Recipients for Services under this Agreement.

Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither Party is an agent of the other and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

Force Majeure: Either Party shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics (including COVID-

19), strikes or freight embargo. Written notice of a Party's failure or delay in performance due to force majeure must be given to the other Party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

Section Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

Execution in Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it.

Enforcement. In the event either Party hereto is required to employ an attorney to enforce the promises of this Agreement or is required to commence legal proceeding to the provisions hereof, the prevailing party shall be entitled to recover from the other reasonable attorney's fee and court cost in connection with such enforcements.


IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the Effective Date.

COLLIN COUNTY, PARTNER



Chris Hill, Collin County Judge

CURATIVE MEDICAL ASSOCIATES PA

DocuSigned by:

893DDDE2EE148C...
Tami Wilson-Ciranna, Authorized Signer
~~Dr. Tyler Evans, PRESIDENT~~

COVID-19 Vaccination for Collin County

Dec.
2020

A population-scale COVID-19 vaccination plan for all Texans

 CURATIVE



1

PHASE ONE EXECUTIVE SUMMARY | CURATIVE

Curative mobile units vaccinate care home residents and staff
Curative provides all staff and resources
Curative bills insurance - there is no additional cost

Curative needs City and County-level partners to provide:

- **Allocation of COVID-19 vaccine doses**
- **A prioritized list of all Long Term Care Facilities in the county**
- **Large, easily accessible parking lots for mass-vaccination sites**

2

2

Curative's plan provides population-scale access to the COVID-19 vaccine, while also serving priority populations and communities.

3

Curative's mission is to end the COVID-19 pandemic. To date, we have supported public health efforts by performing over 8 million COVID-19 tests across 8,000 testing sites.

From field operations to certified lab facilities, Curative has built a massive, robust, and rapid infrastructure for COVID-19 testing.

With the same mission, we are now rising to meet new challenges. During the coming months, we will use our nation-wide infrastructure to deliver COVID-19 vaccine together with federal, state, and county-level partners.



4

4

WHY CURATIVE?



We manage thousands of **COVID testing sites** that can be converted to **vaccination sites**



We provide **training and support** for partner teams of any size, or operate sites ourselves.



We are a **trusted partner** for nursing homes and public health departments across the country.



We manage the **insurance billing** process and integrate with state reporting systems.

Curative delivers a proven end-to-end solution for COVID-19 testing and has a plan for population-scale COVID-19 vaccination.

5

Curative's plan involves operating three different vaccination site models.

CURATIVE VACCINE DELIVERY NETWORK

Three different types of sites, designed for specific scenarios, can deliver 250 to 5,000 doses per day.

Stadium Sites



Provide **high** throughput at large scale vaccination centers

Capacity: 5,000 vaccines/day

Kiosk Sites



Convenient access at key sites like public transit hubs

Capacity: 250 vaccines/day

Mobile Units



Quickly reach **low-density** areas or target populations

Capacity: 300 vaccines/day

7

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CURATIVE VACCINE VAN



The Curative vaccine van can serve up to 300 patients per day, with two to five nurses, and can transport vaccine doses.

8

8

CURATIVE VACCINE KIOSK



The Curative vaccine kiosk can serve up to 250 patients per day, with two nurses, and can store vaccine doses.

9

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CURATIVE MASS VACCINATION SITE



The Curative mass vaccination site, at facilities like sports arenas and stadiums can serve up to 5,000 patients per day, with dozens of nurses.

10

10

Curative's plan is designed to support the CDC's three-phase approach for COVID-19 vaccination.

11

A PHASED APPROACH TO VACCINE DISTRIBUTION

PHASE 1: Deploy mobile teams to Long Term Care Facilities to serve critical populations*

PHASE 1B: Begin vaccinating essential workers at existing fixed sites that currently offer COVID-19 testing.**

According to the CDC ACIP prioritization plan:

*critical populations include Long Term Care Facility residents and staff

**essential workers include Education sector, Food & Agriculture, Utilities, Police, Firefighters, Corrections officers, Transportation

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A PHASED APPROACH TO VACCINE DISTRIBUTION

PHASE 2: Establish mass vaccination clinics at large and easily accessible sites to serve the general public.

PHASE 3: Extend our network of kiosks, vans and drive thrus to reach more communities. Dispatch mobile teams to reach underserved populations.

13

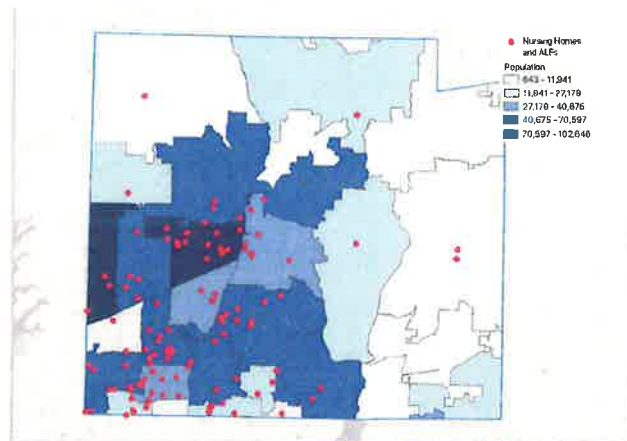
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A PHASED APPROACH TO VACCINE DISTRIBUTION

Working in partnership with the 3,200 Department of Public Health, we will support the CDC's three-phase distribution plan.

Curative will administer the first doses of COVID-19 vaccine that become available during Phase 1.

To address priority populations (as defined by the CDC), we will dispatch mobile vaccination teams to Long Term Care Facilities (LTCFs) and other key sites.



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VACCINE DISTRIBUTION: PHASE 1

Phase 1 Priority Populations in Collin County

Working in partnership with the Collin County State Department of Public Health, we will address the needs of the highest risk groups.

Phase 1 will focus on Nursing Homes and Assisted Living Facilities (ALFs).

Facility Type	Number of Residents	Number of doses (for two-dose vaccine)	Doses per day (to immunize in 30 days)	Approx number of mobile units*
Nursing Homes	3,200	6,400	200	1
ALFs	3,600	7,200	200	1

*Note: these figures will vary. The estimate is based on mobile units dispatched to facilities that have 300 residents and staff or larger. The max capacity of vaccination sites will be higher during phase 2, when drive-through mass vaccination sites are active.

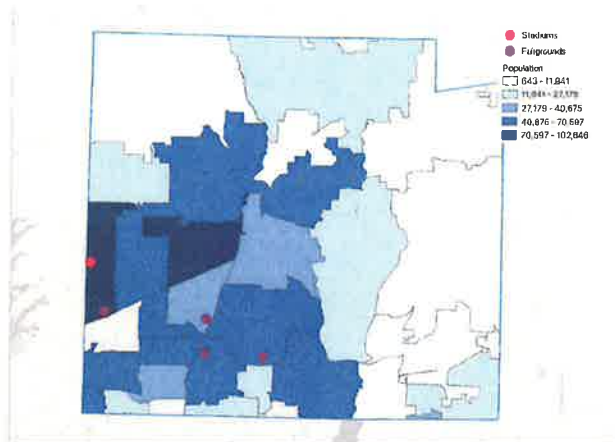
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A PHASED APPROACH TO VACCINE DISTRIBUTION

Curative will administer one million doses of COVID-19 vaccine per week during Phase 2

To address the general population, we will operate mass-vaccination clinics at large, easily accessible sites such as sports stadiums across the state.



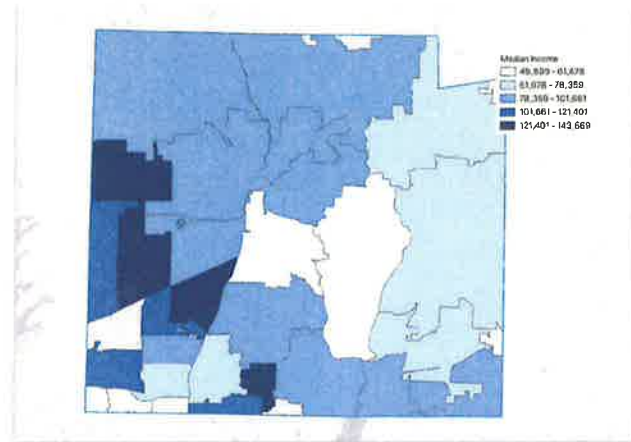
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A PHASED APPROACH TO VACCINE DISTRIBUTION

Curative will ensure second dosing and deploy mobile units to rural populations in Phase 3

To ensure effective immunity, Curative will continue operating mass vaccination sites. To reach rural and underserved communities, Curative will deploy mobile vaccination teams.



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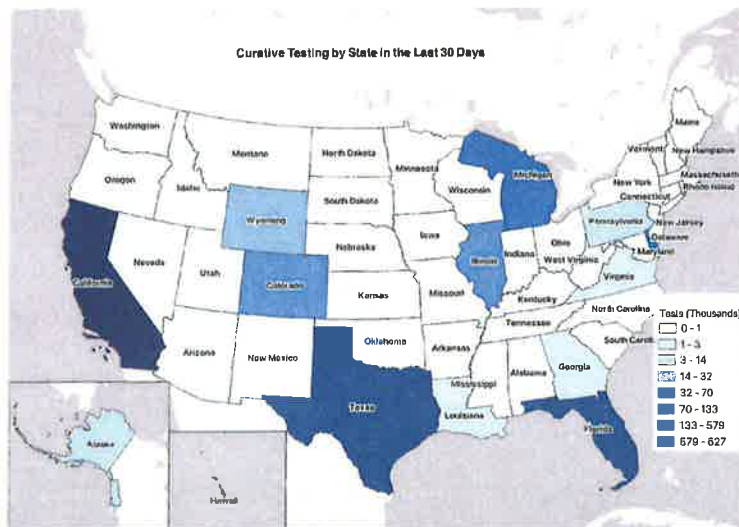
Curative's plan builds on proven partnerships, robust software, and effective infrastructure.

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AN EXISTING NETWORK OF TEST SITES

Curative has a nation-wide network of testing sites that can be converted to vaccination sites.

Strong presence in California, Texas, Florida, Colorado, Illinois, Michigan, Delaware, and many other states.



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CURATIVE STADIUM SITE



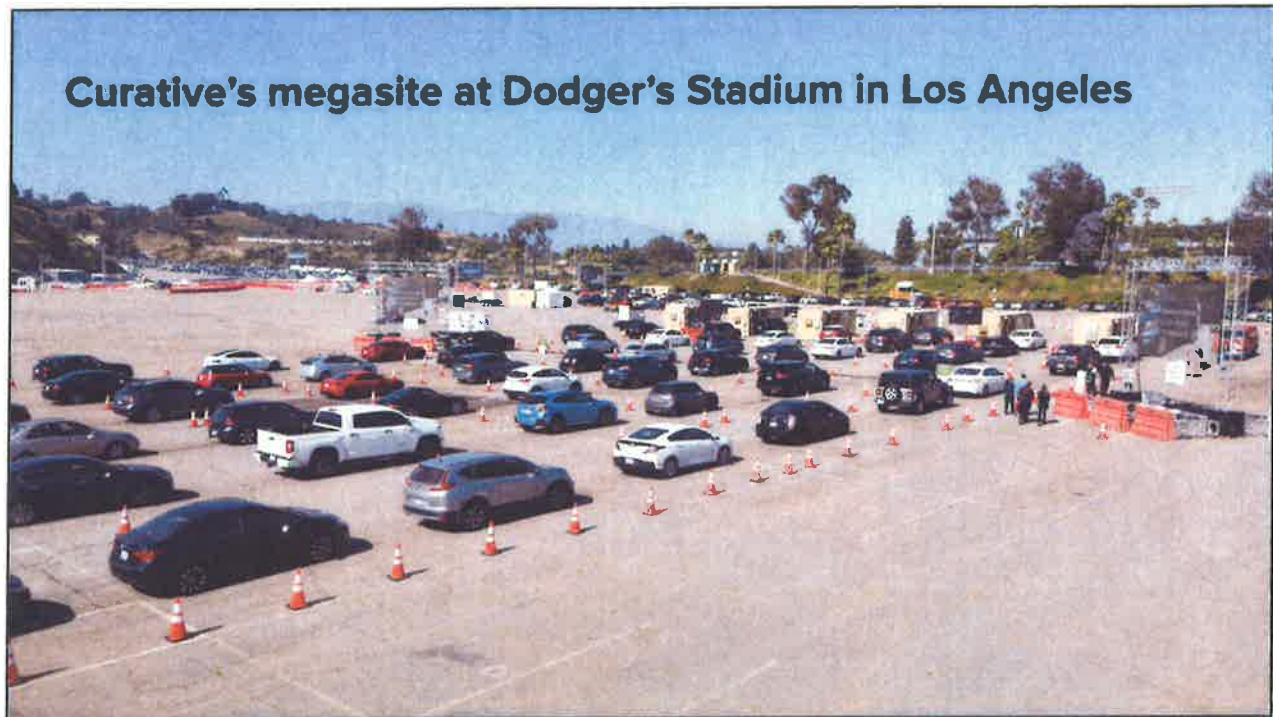
Dodger Stadium averages **6,000** COVID-19 tests per day & has been in operation since June 2020.

The site has completed over 700,000 tests in total and over 50,000 tests last week.



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POTENTIAL STADIUM SITES

Potential Stadium Partners across Collin County

Plano Centre, Plano



Plano Centre has two large parking lots with different entry ways capable of supporting an easy to operate vaccination flow to accommodate the masses.

John Clark Field, Plano



John Clark Stadium huge multi-use stadium located in the center of Plano. This stadium has access to multiple parking lots capable of running a massive vaccination project. This stadium can serve as the central hub of vaccinations for Plano.

Plano Senior High School, Plano



Home of the Wildcat, Plano Senior High School High School has several medium capacity parking lots separated by dividers that can make it extremely easy to stand-up a high-capacity vaccination site. This site can serve as a community center as its surrounded by a plethora of residential areas.

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A ROBUST SUPPLY CHAIN & COLD CHAIN

Curative manages a supply chain and cold chain to safely store doses of vaccine, in compliance with CDC standards.

Curative can work with any (or many) vaccine manufacturing partners. We can either integrate with manufacturer's logistics chains or use our own.

From our own or our partners' warehouse facilities, Curative will distribute doses to mass vaccination sites, kiosks, and mobile units.

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A ROBUST SUPPLY CHAIN & COLD CHAIN

Curative has a national logistics network:

- 1. Medical-grade freezers to store vaccine doses at -80°C**
 - **Capacity to store 1.5+ million doses at a given time**
- 2. Supply chain for PPE and site setup equipment.**
- 3. Logistics partnerships (with PGL and UPS).**
- 4. 100 vans and kiosks in operation or in production (with the ability to scale up as needed).**

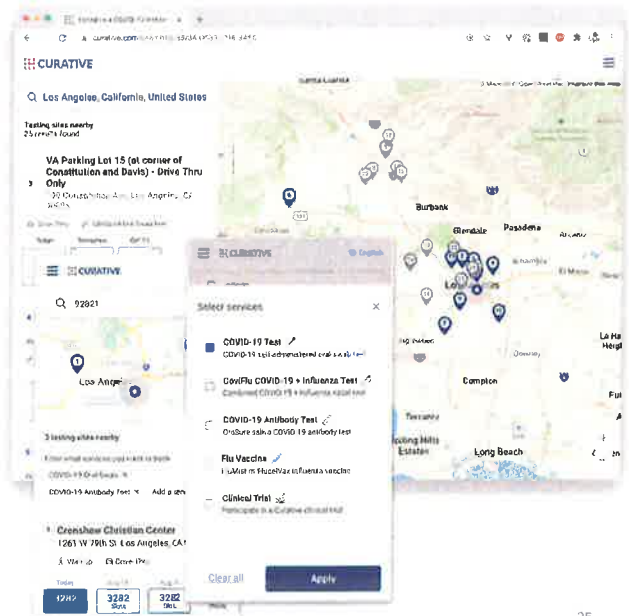
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24

SOFTWARE & PUBLIC HEALTH REPORTING

Curative's custom built software suite includes a patient-facing appointment scheduler and email notifications.

- One website for patients to view all Curative sites across the country and book appointments
- Over 100,000 users every day.



25

25

Curative's patient management system will send reminders for the second dose, and all necessary patient health communications.

After vaccination, patients will receive a notification with a link to register with the CDC V-SAFE system.

4595483 Olivia Malhan 11/30/1950 Scheduled

Appointment Site	Date	Time
Altzar School	Tue 12/22/2020	Walk-in

[See appointment details.](#)

COVID-19 Vaccine - Dose 1

Vaccine Type
Pfizer Vaccine

Full Name of the Nurse
Search for nurse name
[Set the nurse of the day](#)

Lot Number
ABC00000
[Set the lot number of the day](#)

Site
☐ Left Arm
 ☐ Right Arm

[Finish administration](#)

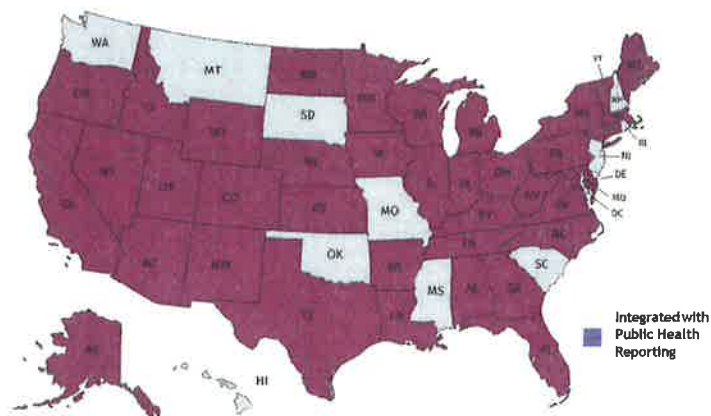
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SOFTWARE & PUBLIC HEALTH REPORTING

Curative is set up to bill patient insurance and CARES Act funding for the uninsured.

Curative has integrated with public health reporting systems in 37 states and counting.



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PATIENT OUTREACH AND SUPPORT

Patient engagement will be key in combating vaccine hesitancy.

Our marketing and social media team interact with patients to address concerns and promote local health services.

Curative operates two US-based call centers active Mon-Sat from 5 am - 8 pm.



Reach our support team at (888)-702-9042 or at support@curative.com

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29



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Appendix:



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CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 6 - C

Item:

Discussion and action regarding Resolution No. **2021-02-05** accepting the recommendation of the Selection Review Committee to select Kimley-Horn for engineering services for the City's 2021-2022 Texas Department of Agriculture, Texas Community Development Block Grant application assistance and project implementation, if awarded.

Background:

On November 17, 2020, the City Council appointed a Selection Review Committee (SRC) consisting of the Mayor, Mayor Pro Tem and City Administrator, to review the proposals submitted for engineering services relating to a 2021-2022 Texas Department of Agriculture, Texas Community Development Block Grant TxCDBG) application. On December 15, 2020, the City Council approved the engagement of Traylor & Associates for administrative services including application preparation and on January 5, 2021 conducted a public hearing to receive input regarding the application.

The City published the Request for Qualifications (RFQ) in the newspaper and directly invited firms to submit their qualifications for engineering services for the preparation of all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections.

The Evaluation Criteria was established:

Experience	60 points
Work Performance	25 points
Capacity to Perform	<u>15 points</u>
Total	100 points

The Selection Review Committee recommends that Kimley-Horn be selected to provide professional engineering services in relation to the CDBG program. The Committee further recommends that the City Council authorize the Mayor to negotiate and execute a contract in the form of the TxCDBG Implementation Manual sample contract, subject to approval of the City Attorney.

Financial Implication:

Engineering fees are typically but not always contingent upon TxCDBG funding. Funding is provided in the capital improvements plan projects budget. The Committee recommends that if grant funds are not awarded to the City by the TDA through the TxCDBG program, any related agreements shall be terminated by the City.

Staff Notes:

Approval of the recommendations of the Selection Review Committee are recommended.

Attachments:

- 1) Resolution
- 2) Kimley-Horn Submittal Excerpt
- 3) Notice of the Request for Qualifications
- 4) TxCDBG Implementation Manual, Section 5.2.0

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-02-05

Procurement of Engineering Services – TxCDBG

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS SELECTING AN ENGINEER IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain conditions exist which represent a threat to the public health and safety;
and

WHEREAS, the City Council has considered and determined that it is necessary and in the best interests of City of Lavon to apply for funding under the Texas Community Development Block Grant Program; and

WHEREAS, the City of Lavon has sought proposals from engineering firms for Application Preparation and Project Implementation; and

WHEREAS, the City of Lavon performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200.

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

SECTION 1. The City Council has reviewed and hereby formally selects the firm of **Kimley-Horn** as the engineering firm for application preparation and project implementation in conjunction with a 2021-2022 TxCDBG application.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 2nd day of February 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

PREPARED FOR

City of Lavon

JANUARY 2021

Statement of Qualifications for

***Engineering/Architectural/
Surveying Services for
2021-2022 Community
Development Fund***

City of Lavon

120 School Road
Lavon, TX 75166

PREPARED BY

Kimley»Horn

Cover Letter

January 28, 2021

City of Lavon
Kim Dobbs, City Administrator
120 School Road
Lavon, TX 75166



Re: City of Lavon Engineering/Architectural/Surveying Services for 2021-2022 Community Development Fund

Dear Ms. Dobbs and Selection Committee Members,

Attached please find our statement of qualifications to provide engineering services for the City of Lavon's Engineering/Architectural/Surveying Services for 2021-2022 Community Development Fund. As you review our proposal, please keep in mind the following Kimley-Horn attributes:

- ▶ **CDBG Experience.** Kimley-Horn has a 53-year history of performing CDBG projects within Texas. We have provided engineering services for water, sewer, street improvement, and drainage projects on a regular basis for communities involved in the CDBG program. We understand the CDBG process and its requirements, so our team can begin immediately with no learning curve.
- ▶ **Local Resources.** Our Dallas office is made up of a combined 200+ professionals and will provide the resources needed to develop projects like yours. We have partners around Texas who will help us fulfill all aspects of the project, including surveying, field-testing, and construction observation.
- ▶ **Responsiveness.** We value our long-term partnerships with local municipalities, and responsiveness is the cornerstone of our success in developing these relationships. With our local and dedicated staff, we are readily available to meet the demands of current and future projects. Providing you with consistent and quality service until the very end is our ultimate goal.
- ▶ **Independent Thinkers.** We will pay attention to and approach your projects with sound judgment based on your needs. We are here to serve you, and we will listen to your concerns and act independently while partnering with you to deliver your projects.

Thank you for this opportunity to submit our qualifications and express our interest to serve you. Our team has the capacity to perform your projects, and we would love to work with you. Please contact me at (469) 914-8732 or travis.phemister@kimley-horn.com if you need additional information.

Sincerely,

Kimley-Horn and Associates, Inc.

Travis Phemister, P.E. | PROJECT MANAGER

Kimley»Horn

Firm Overview

Firm History

Founded in 1967, Kimley-Horn is a fully integrated consulting firm with focal practices in water resources, land development, environmental engineering, and transportation, including aviation, intelligent transportation systems, roadways, bridges, and transit. Our headquarters office is in Raleigh, North Carolina, with 90+ offices nationwide serving clients in almost each state of the US. The firm has a long and impressive list of municipal projects. In response to client needs, Kimley-Horn has gradually expanded its range of services to include the wide variety of disciplines necessary to complete virtually any type of municipal engineering or planning project.

Firm Registration

Texas | Board of Professional Engineers | F-000928

Kimley-Horn and our team members are registered and in good standing as professional engineers per the Texas Engineering Practice Act.

Performance

Kimley-Horn has a 53-year history of performing CDBG projects within Texas, and we have uniformly submitted all designs and specifications within the stated deadlines. Our ability to complete projects within specific deadlines is due to an organized approach. We begin with preparing a project schedule and work plan to define the methods and timing for completing each phase of the project. The schedule and plan are reviewed and approved by the engineers appointed to be responsible for the project, and a concept meeting is held with all members of the project team. The schedule, work plan, and project background are presented and discussed so each team member understands the entire project scope as well as the significance of each phase and its proposed time frame. Throughout the course of the project, status meetings are held to verify that both design objectives and schedules are being met. This form of monitored scheduling provides timely completion of multiple projects under the same deadline.

Firm Size and Structure

We have more than 4,500 employees nationwide. Our staff consists of registered civil, structural, and transportation engineers supported by technicians,



computer specialists, and administrative personnel. The appendix section of this document contains resumes of key personnel who will be assigned to see your projects through to successful completion. Our staff has the education and experience to meet your needs. In addition, our personnel maintain current knowledge of technological developments and regulatory changes by routinely attending technical and professional society meetings and special seminars.

Our local Dallas office is nearby to support you for the duration of this project. Kimley-Horn's Texas Region staff totals more than 900 personnel in 16 offices. This broadens the range of qualified professionals available to you, including systems engineers, landscape architects, surveyors, and additional support personnel. While most of the services you require can be provided from our Dallas office, we also have the ability, when necessary, to take advantage of unique expertise throughout our nationwide firm.

Client Orientation

Our goal continues to be providing professional services to satisfy you, our client. Our philosophy is to customize the services we provide to fulfill your requirements on every project. Since each project is unique, our practice of meeting early to determine your expectations is invaluable in enabling us to complete projects that fulfill your vision.



Capabilities

As a full-service consulting firm, Kimley-Horn offers personnel experienced in assisting municipalities with whatever it takes to meet the needs of their citizens. We offer expertise in the following areas:

Master Planning

- ▶ Streets and bridges
- ▶ Water lines and transmission mains
- ▶ Comprehensive planning
- ▶ Urban and regional planning
- ▶ Transportation planning
- ▶ Impact fee studies
- ▶ Zoning and subdivision ordinances
- ▶ Floodplain/floodway studies
- ▶ Parks and recreation
- ▶ Capital improvements

Bond Issues and Grant Programs

- ▶ Local bond issue education programs
- ▶ Citizen presentations and public hearings
- ▶ Texas Water Development Board loan fund assistance
- ▶ Texas Parks and Wildlife matching grant submittals
- ▶ Support for bond counsel and financial advisors
- ▶ Grant administration

Project Planning

- ▶ Feasibility studies
- ▶ Route/Alignment studies
- ▶ Site selection

Americans with Disabilities Act (ADA) Compliance

- ▶ Facility evaluations
- ▶ Implementation planning
- ▶ Construction documents

System Analysis

- ▶ Water distribution
- ▶ Sanitary sewer collection
- ▶ Storm drainage

Design and Construction Services

- ▶ Surveying
- ▶ Stormwater management
- ▶ Water treatment facilities
- ▶ Water storage and distribution facilities
- ▶ Wastewater discharge permitting
- ▶ Community centers
- ▶ Parks and recreation facilities
- ▶ Libraries
- ▶ Municipal centers
- ▶ Vehicle maintenance facilities

Renovation, Rehabilitation, and Expansion

Traffic Studies and Signalization

- ▶ Traffic operations studies and design
- ▶ Pedestrian safety/school zones
- ▶ Signal warrant analysis
- ▶ Signal system studies and design
- ▶ Traffic impact analysis
- ▶ Parking, access, and circulation

Solid Waste

- ▶ Landfill characterization studies
- ▶ Closure plans
- ▶ Subtitle D implementation
- ▶ Privatization
- ▶ Transfer stations and equipment
- ▶ Recycling/composting facilities

Rate Studies

Regulatory Compliance for All Municipal Facilities

Public Education and Public Participation



ENGINEERING/ARCHITECTURE/SURVEYING SERVICES PUBLIC NOTICE
PRE-AWARD AND POST AWARD
WEDNESDAY, JANUARY 13, 2021
PLEASE POST UNTIL JANUARY 28, 2021

The City of Lavon plans to apply for the upcoming 2021-2022 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). Accordingly, the City is seeking to contract with a qualified Engineering/Architectural/Surveying Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the City in its application preparation and project implementation of a TxCDBG contract, if awarded, to support eligible activities in the City of Lavon.

Please submit the original and 3 copies of your proposal of services and a statement of qualifications for the proposed services to the following address:

City of Lavon
Attn: Kim Dobbs, City Administrator
120 School Road (physical)
P.O. Box 340 (mailing)
Lavon, TX 75166

Proposals shall be received by the City no later than **3:00 PM on Thursday, January 28, 2021**. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City of Lavon is an Affirmative Action/Equal Opportunity Employer.

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services

Date: January 13, 2021

Re: Proposed Contract Funding for the 2021-2022 Texas Community Development Fund

Dear Engineering Service Provider:

Attached is a copy of the City of Lavon's Request for Qualifications (RFQ) for preliminary engineering services and design engineering services. These services are being solicited to assist the City of Lavon in its application and project implementation of a contract, if awarded, from the 2021-2022 Texas Community Development Fund of the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). The City of Lavon will be applying for such funding to support eligible activities, according to the TxCDBG guidelines, in the City of Lavon.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have experience with federally funded programs. Please submit the original and three (3) copies of your proposal of services and statement of qualifications for the proposed services to the following address:

**City of Lavon
Attn: Kim Dobbs, City Administrator
120 School Road (physical)
P.O. Box 340 (mailing)
Lavon, TX 75166**

Along with your proposal, you must also include verification through the System for Award Management (www.SAM.gov) that your company and the company's principals are not listed as debarred. Please include a recent printout of the search results with the date clearly visible.

The deadline for submission of proposals is **3:00 PM, Thursday, January 28, 2021**. The City of Lavon reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Lavon is an Affirmative Action/Equal Opportunity Employer and encourages the submittal of proposals by Section 3 residents, businesses and business concerns.

Sincerely,



Kim Dobbs, City Administrator

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services

The City of Lavon is seeking to enter into an engineering/architectural/surveying services contract with a state-registered engineer/architect/surveyor. The following outlines this request for qualifications.

- I. Scope of Work - The engineering/architectural/surveying contract will encompass all application and project-related engineering/architectural/surveying services to the City of Lavon under its 2021-2022 Community Development Fund public infrastructure project of eligible activities, including but not limited to the following:

- Application preparation assistance, including sealed Table 2 Budget Justification and Exhibit*
- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with CDBG federal or local match funds and must be separately documented

- II. Statement of Qualifications - The City of Lavon is seeking to contract with a competent engineering/architectural/surveying firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally funded construction projects; and
- Projects located in this general region of the state
- **Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of Sam.gov.**

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering/architectural/surveying services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability as well as recent SAM's clearance documentation with the date clearly visible.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2CFR 200.320 (d)(5) and Texas Government Code § 2254.004)

- V. **Deadline for Submission** - The proposals will be received **no later than 3:00 PM on Thursday, January 28, 2021**. Please submit the original and three (3) copies of your proposal of services and statement of qualifications to the following address:

**City of Lavon
Attn: Kim Dobbs, City Administrator
120 School Road (physical)
P.O. Box 340 (mailing)
Lavon, TX 75166**

5.2 Competitive Proposals **(Administration and Professional Services** **Contracts)**

The Competitive Proposal procurement method applies to all administration and professional services contracts paid in whole or in part with TxCDBG funds.

Competitive Proposal procurement is used when conditions are not appropriate for the use of sealed bids and is the preferred method of selection of professional services, such as grant administration, engineering, architectural, or surveying services. Unlike sealed bidding, the competitive proposal method permits consideration of technical factors other than price and negotiation of contract price or estimated cost, and other contract terms and conditions. All contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

5.2.0 Procurement - Administration Services and the Professional Services of Engineering/Architectural/Surveying

The steps for procuring administration services (including other professional services), and engineering, architectural, and land surveying services are similar with one major exception. For the procurement of engineering, architectural, and land surveying services, price may NOT be used as a selection factor and the Grant Recipient must choose the most highly qualified provider of these services on the basis of demonstrated competence and qualifications. Once the most qualified respondent is chosen, then a fair and reasonable price may be negotiated. (See also 2 CFR 200.320(d)(5) and Texas Government Code, §2254.004.)

In contrast, for administration services and other professional services such as accounting (CPA), grant writing, and real estate appraising (state certified or state licensed), price may be a selection factor and should be taken into consideration.

The professional services generally used for CDBG projects means services within the scope of the practice, as defined by state law, of:

- Accounting;
- Architecture;
- Landscape Architecture;
- Land surveying;
- Professional engineering;
- Real estate appraising; or
- Provided in connection with the professional employment or practice of a person who is licensed or registered as:
 - A certified public accountant;
 - An architect;
 - A landscape architect;
 - A land surveyor;
 - A professional engineer; or
 - A state certified or state licensed real estate appraiser.

All administration and professional services related to TxCDBG projects must be procured competitively, regardless of the source of funds that will pay for the service contracts.

Grant Recipients must adhere to the State of Texas' Professional Services Procurement Act (Texas Government Code, Chapter 2254).

Other important competitive proposal requirements:

- Professional services and administration services paid in whole or in part with TxCDBG funds must use the Step-by-Step procurement procedures described below.
- Professional services and administration services paid solely with local or matching funds must use the TxCDBG process or a competitive procurement process found in local policies.
- Such procurement procedures must be performed prior to the performance of any work by the service contractor. If such procurement procedures are not performed correctly, fees for professional services/administration services will not be eligible for reimbursement with grant funds or count towards community match funds.
- If pre-qualified lists of persons, firms (other than those provided by TDA) or products are used for acquiring goods and services, the Grant Recipient needs to keep the list current and include enough qualified sources as to ensure open competition. (2 CFR 200.319(d))
- TxCDBG funds and matching funds may not be used to pay/reimburse for services provided prior to the date of the TxCDBG grant contract with the exception of eligible pre-award costs/activities approved by TDA through the pre-agreement process. See Chapter 1, Section 1.1.1 Pre-Agreement, regarding the timeframe in which costs are eligible under the pre-agreement stratagem.
- ***To prevent a potential conflict of interest, Grant Recipients must procure service providers - such as administration and engineering or any service provider that may be used to assist the Grant Recipient in its preparation of its TxCDBG application for CDBG funding - before the provider conducts any work to prepare the TxCDBG application for TxCDBG grant funding. Additionally, Grant Recipients that designate a Council of Governments as the subrecipient to carry out an eligible activity - such as administration services – must award a subrecipient agreement (interlocal agreement) before the provider conducts any work to prepare the TxCDBG application for TxCDBG grant funding.***
- If an administration or professional services contractor is preselected and a contract is entered into prior to grant award, the contract should include a statement which states that in the event TxCDBG funds are not awarded to [City/County], the contract shall be terminated by [City/County].
- The cost of preparing a TxCDBG application is an ineligible cost under the CDBG program and therefore is not reimbursable.

The procurement requirements described in this Chapter will not apply to:

- Professional services and administration services performed by an employee of the Grant Recipient; and
- A subrecipient agreement (interlocal agreement) with an agency of the state, such as an agreement with a Council of Governments, whereby a Grant Recipient designates the subrecipient to carry out an eligible activity (such as administration services) for the Grant Recipient. (Chapter 791.001 Texas Government Code)

Engineering Services

The Texas Engineering Practice Act requires most public works projects to be designed, supervised, inspected, and accepted by a registered professional engineer. If the project is exempt from this requirement under Texas Occupations Code §1001.053, the Grant Recipient must document the exception through a letter certified by the chief local official.

Testing Services

- The Grant Recipient shall determine whether the testing is a component of construction or a professional service, and then should be consistent with that decision in procurement and requests for reimbursement. (For the drilling of 'test wells', see also Ch. 7 to determine whether Davis-Bacon labor requirements are applicable in such cases.)
- Testing Services which require professional services must comply with the State of Texas' Professional Services Procurement Act (Texas Government Code, Chapter 2254).

5.2.1 Choosing a TDA Pre-Qualified Grant Administrator

Applicants for TxCDBG grants are responsible for identifying the person or firm that will provide administrative services for the project, if funded. To simplify the procurement process for communities, TDA solicits "Applications to Prequalify Grant Administrators" from vendors interested in grant writing and administering TxCDBG projects - see TDA website for the current solicitation schedule. TDA reviews the proposals based on satisfaction of the minimum qualifications and develops a pre-qualified list of vendors, which is posted on the TDA website.

Although this process is primarily intended for procurement of administrative services needed to implement a project if funded, the community may choose to include grant writing services in the solicitation as well.

Procurement of a Grant Administrator – Phase 1 (completed)

Step i – "Application to Prequalify Grant Administrators":

TDA prepares an "Application to Prequalify Grant Administrators," in order to collect qualifications. The opportunity is advertised across the state and open to any qualified respondents.

Step ii – Application submittal from Grant Administrators:

Grant Administrators submit their qualifications directly to TDA using the application form (2 parts).

Step iii – Approved Vendor List of Prequalified Grant Administrators:

TDA reviews the submittals for responsiveness and prepares an Approved Vendor List of prequalified Grant Administrators. Preapproval of a Grant Administrator indicates that the application is complete and timely, and does not include an evaluation of the quality of services offered by the administrator.

Procurement of a Grant Administrator – Phase 2

(all 6 Steps to be completed by the Applicant community)

Applicants for TxCDBG grant funding may only use administrative service providers that are:

- Employees of the Applicant community (self-administering community),
- Councils of Government acting as subrecipients to the applicant community, or
- Vendors included on the Approved Vendor List **and** have been selected using the following procedures:

Step 1 – Identify Evaluation Team and Review Approved Vendor Applications

The applicant community must identify an Evaluation Team (at least 3 persons) to complete Phase 2. The committee must include at least one local official, such as a member of the elected governing body. The Evaluation Team members shall have no potential conflicts of



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2012

ITEM: 6 - D

Item:

Discussion and action regarding Ordinance No. **2021-02-01**, amending Article 2.06. “Boards and Commissions” of the Code of Ordinances to amend Section 2.06.092 “Structure of board; membership” by removal of the requirement for a city council member liaison; providing a conflict clause; providing a severance clause; and setting an effective date.

Background:

On January 19, 2021, the City Council discussed the composition of and appointments to the Parks and Recreation Board, an advisory board to the City Council. In accordance with the Code of Ordinances, the City Council has in the past selected from its membership a liaison to serve as a regular voting member of the Parks and Recreation Board.

In 2018, City Council Member Mindi Serkland was selected to fill Seat 5 of the Parks and Recreation Board, as the council liaison. The term for Seat 5 expired in January 2021 and Ms. Serkland advised that she would be unable to accept reappointment. The City Council expressed appreciation for Ms. Serkland’s service on the board.

The City Council discussed that amending the Code of Ordinances to remove the requirement that a city council liaison to serve as a regular member of the board would create an opportunity for greater public involvement. The Council directed that an amendment be prepared and that city staff contact the Park Board Alternate regarding the Seat 5 appointment. Alternate Parks and Recreation Board Member Joe Serpette indicated that he would be willing if appointed to serve in Seat 5.

Financial Implications:

There are none.

Staff Notes:

Approval is recommended.

Attachments: Proposed Ordinance

CITY OF LAVON, TEXAS
ORDINANCE NO. 2021-02-01

Amendment – Parks and Recreation Board

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING ARTICLE 2.06. “BOARDS AND COMMISSIONS” OF THE CODE OF ORDINANCES TO AMEND SECTION 2.06.092 STRUCTURE OF BOARD MEMBERSHIP BY REMOVAL OF THE REQUIREMENT FOR A CITY COUNCIL MEMBER LIAISON; PROVIDING A CONFLICT CLAUSE; PROVIDING A SEVERANCE CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 2.06.092 “Structure of board; membership” of the Code of Ordinances establishes the structure of the Parks and Recreation Board; and

WHEREAS, Section 2.06.092 (d) states “The city council shall select from its membership a liaison to serve as regular member of the parks and recreation board”; and

WHEREAS, the City Council finds that removing the requirement for a city council liaison to serve as a regular member of the board increases the opportunity for public involvement and substantially advances the public health, safety, and general welfare of the citizens of Lavon, Texas;

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

Section 1. Incorporation of Recitals. The foregoing recitals hereby are incorporated by reference and made a part hereof as if fully set forth.

Section 2. Amendment. The City of Lavon Code of Ordinances, Section 2.06.092 “Structure of board; membership” is hereby amended by the removal of Section 2.06.092 (d) in its entirety and that Section 2.06.092 (e) shall be renumbered accordingly.

Section 3. Conflict Clause. To the extent any provisions of the Subdivision Ordinance are in conflict with this Ordinance, this Ordinance shall control.

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

Section 5. Effective Date. This Ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this
2nd day of February 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 6 – E

Item:

- A. Discussion and action regarding board and commission appointments – Park Board, and International Fire Code (IFC) Building Board of Appeals

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.

With the proposed code amendment regarding the composition of the Parks and Recreation Board that removes the requirement for a City Council liaison, Seat 5 is open. The alternate Park Board member indicated that he would be willing to serve in Seat 5 if appointed.

Two vacancies remain on the IFC Board of Appeals. There are no volunteer applications in line for appointment at this time. Since its formation, the Board has not been called upon to convene to consider any appeals.

Attachments: Spreadsheet – Boards & Commissions

City of Lavon Boards & Commissions

February 2021

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
City Council Members				Elected
Mayor	6/19/2018	Vicki Sanson	11/2021	
Place One	6/19/2018	John Kell	11/2022	
Place Two	11/7/2017	Mike Cook	11/2021	
Place Three	11/21/2016	Kay Wright	11/2022	
Place Four	1/15/2019	Ted Dill	11/2021	
Place Five	11/21/2016	Mindi Serkland	11/2022	

Economic Development Corp Board of Dir - Type B				7 members; 4 CC/staff; county resident
Place 1, Chair	3/1/2009	Kay Wright	7/15/2022	
Place 2	7/17/2018	Manzelle Williams	7/15/2021	
Place 3	9/19/2017	Vicki Sanson	7/15/2022	
Place 4	7/16/2019	Rachel Dumas	7/15/2021	
Place 5	9/17/2019	Joe Serpette	7/15/2022	
Place 6	7/18/2017	John Kell	7/15/2021	
Place 7	3/17/2020	Jose Garcia	7/15/2022	

Planning & Zoning Commission				5 members, residency req
Seat 1	3/17/2020	Jenna Curley	6/1/2021	
Seat 2	7/19/2016	Deborah Nabors	6/1/2022	
Seat 3	9/6/2016	Cynthia Coker	6/1/2021	
Seat 4	7/16/2019	Michael Smith	6/1/2022	
Seat 5, Chair	8/16/2011	David Rosenquist	6/1/2021	
	ex officio	Vicki Sanson	6/1/2021	Council Liaison

Parks & Recreation Board				5 members; residency req
Seat 1	4/17/2012	Mike Gulino	1/1/2023	
Seat 2	1/16/2018	Kelly Turk	1/1/2022	
Seat 3	7/16/2019	Leon Marshall	1/1/2023	
Seat 4	3/17/2020	Jennifer White	1/1/2022	
Seat 5	11/6/2018	Mindi Serkland	1/1/2021	does not desire reappointment
Alternate	12/3/2019	Joe Serpette	1/1/2022	willing to serve as regular member

IFC Building Board of Appeals				8 members
Seat 1		vacant	9/1/2022	
Seat 2	9/18/2018	Tom Paroski	9/1/2021	
Seat 3	9/18/2018	Jeff Donaldson	9/1/2022	
Seat 4	9/18/2018	Paul Slay	9/1/2021	
Seat 5		vacant	9/1/2022	
Seat 6	9/18/2018	Micki Hollien	9/1/2021	
Seat 7	9/18/2018	Richard Hollien	9/1/2022	
Seat 8, Chair	7/16/2019	Jason Browning	---	Fire Marshal - Ex Officio

LVFD Board of Directors				3 members
Seat 1	6/19/2018	Mindi Serkland	6/19/2022	
Seat 2	6/19/2018	Mike Jones	6/19/2021	
Seat 3	6/19/2018	Kelly Turk	6/19/2022	

Comprehensive Plan Advisory Committee				meets ad hoc
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CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 6 - F

Item:

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

Background:

This standing item is continued on the agenda to allow for the City Council to discuss and act without delay on updates relating to COVID-19 orders and regulations.

REGULATORY UPDATE

Since January 19, 2021, there have not been any regulatory updates, orders or proclamations directly related to the City. This link to the Office of Governor's website provides information regarding orders, proclamation, press releases and updates:

<https://gov.texas.gov/coronavirus-executive-orders> . Additionally, the Governor's Office website contains a TDEM [link to testing locations](#) . Plans and programming for distribution of vaccinations are in progress and seem to be changing daily.

The City Attorney continues to monitor the Orders and commentaries to ensure that the City regulations in the form of Ordinance No. **2020-04-01** and Ordinance No. **2020-04-05** are sufficient and appropriate. The severability clauses in the city's ordinances contemplate provisions that may be precluded by updated Orders and Proclamations.

OPERATIONS UPDATE

Vaccinations:

A press release from Collin County Judge Chris Hill was issued on January 23, 2021 regarding vaccination programming in Collin County. In the release, Judge Hill stated that the Collin County Health Care Services (CCHCS) has the capacity to administer 6,000 vaccine doses per day. A total of six vaccine hubs, operating by appointment only, will be open in Collin County beginning next week:

- Collin County Health Care Services (CCHCS), currently operating at Plano ISD's John Clark Stadium
- City of Frisco, which will be operating next week at a site to be determined
- City of Allen, currently operating at the Allen ISD football stadium
- City of McKinney, currently operating at the McKinney ISD football stadium
- Texas Health Resources, which will be operating at the Sam Johnson Recreation Center in Plano
- Baylor Scott & White Health (BSW), currently operating at the BSW facility in Frisco

Up to date vaccine information: www.dshs.state.tx.us/coronavirus/immunize/vaccine.aspx .
Collin County has launched a Vaccination Page: [COVID-19 Vaccines \(collincountytexas.gov\)](http://COVID-19Vaccines.collincountytexas.gov) that provides current information on doses received and the cooperative waiting list.

Staff efforts remain focused on opportunities to locate testing and vaccination units in the City for the convenience of Lavon residents.

Commerce:

Of particular interest to local business establishments is a key feature of Governor Greg Abbott's Executive Order GA-32, still in effect, which sets out that most businesses may operate at 75% capacity, unless they are located in a Trauma Service Area (TSA) with high COVID-19 hospitalizations. An "area with high hospitalizations" is defined as "any TSA that has had seven consecutive days in which the number of COVID- 19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the TSA has seven consecutive days in which the number of COVID- 19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less."

City Operations:

City Hall and the Police Department continue regular operations while the buildings remain closed for public entry. Meetings and appointments available as needed. Meetings will continue to be conducted virtually unless otherwise noted.

PROGRAMS UPDATE

As reflected in the chart above, the Dallas Trauma Service Area in which Lavon is located has exceeded the 15% threshold. The city staff continues to work with local businesses to support them and identify creative ways for them to continue operating at their best levels. The LEDC remains in contact with businesses to provide current resources, and applicable grant and loan information.

Collin County is launching an Emergency Rental Assistance Program (ERAP) that will provide rental and utility assistance. Collin County's ERAP program will cover rental residents within the county, who are located outside the Cities of Allen, Dallas, Frisco, Plano and McKinney, where the cities are operating their own programs. The city staff will identify and work with potentially eligible utility customers to connect them with the available resources.

The City of Lavon Website COVID-19 page provides a quick link and can be found on the top bar of the city website and here <https://cityoflavon.com/covid-19/>.

Attachments: 1) Collin County Emergency Rental Assistance Program Guidelines
 2) Judge Hill - Press releases re DSHS vaccine allocations

CASE REPORT UPDATE

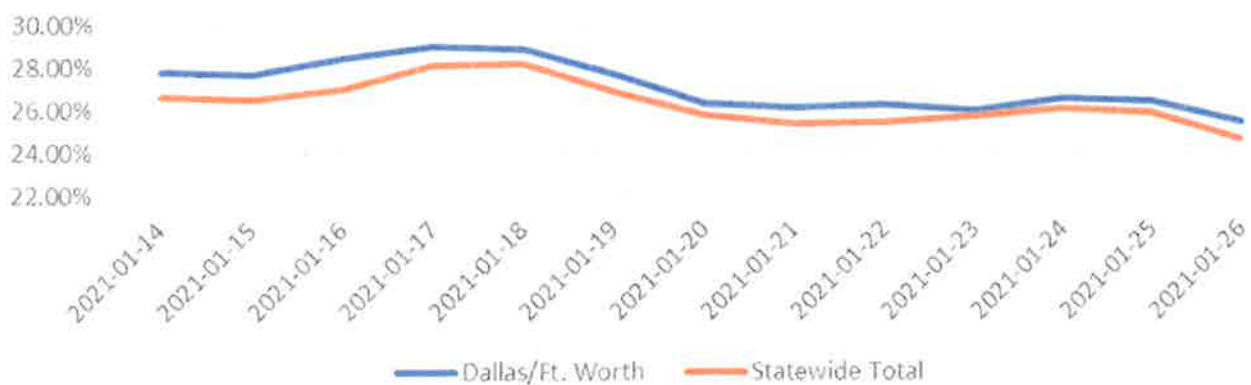
Collin County Daily Report

REPORTED CASE ACTIVITY - 75166		
CASES	January 15, 2021	January 27, 2021
Ages 0-20	50	62
Ages 21-40	98	108
Ages 41-90	120	139
TOTAL REPORTED	268	309
TOTAL RECOVERED	245	280

HOSPITALIZATIONS UPDATE

Hospitalization data by Trauma Service Area

Dallas Trauma Service Area
Hospitalized patients as a percentage
of total hospital capacity
Daily Report



From: County Judge Chris Hill <team@chrishill.us>
Sent: Saturday, January 23, 2021 12:53 PM
To: Kim Dobbs
Subject: DSHS announces vaccine allocations for week seven



ChrisHill
Texas Conservative 🗡️ Collin County Judge



DSHS announces vaccine allocations for week seven

The Texas Department of State Health Services (DSHS) has announced the following [vaccine allocations for Collin County for week seven](#) (the week of January 25).

- Collin County Health Care Services: 2,700 doses (Moderna vaccine)
- City of McKinney: 2,000 doses (Moderna vaccine)
- City of Allen: 2,000 doses (Moderna vaccine)
- Baylor Scott & White Health (BSW): 3,900 doses (Pfizer vaccine)

Collin County Health Care Services (CCHCS) has the capacity to administer 6,000 vaccine doses per day, and CCHCS officials requested 42,000 vaccine doses from DSHS for week seven. Other hub providers (Allen, McKinney, BSW) submit their own vaccine requests to DSHS each week.

The vaccine hubs operated by Collin County and the City of McKinney have been and will continue to schedule vaccination appointments from the unified [Collin County vaccine wait list](#)

hosted by Collin County and 29 local partnering agencies. This wait list is open to all Texans who are eligible according to the DSHS [Phase 1A](#) and [Phase 1B](#) definitions.

The City of Allen and Baylor Scott & White Health have elected to operate their vaccine hubs independent of the local vaccine partnership, and neither entity is currently utilizing the Collin County vaccine wait list. For more information about the City of Allen vaccine registration process, Collin County residents may visit the [city website](#) or call (214) 509-4333. For more information about the Baylor Scott & White vaccine registration process, Collin County residents may visit the [BSW website](#) or call (844) 279-8222. Collin County employees are not able to answer specific questions about the City of Allen, City of McKinney, or BSW vaccine hubs.

Through week seven, [DSHS has allocated 46,175 vaccine doses to Collin County](#). Based on the [county's population](#), the allocation should be 72,465 vaccine doses, a deficiency of 26,290 doses. Among all 254 Texas counties, only Denton County (27,564) has a greater vaccine deficiency than Collin County.

Thursday morning, I spoke to DSHS officials about the inequity of doses being allocated to Collin County. DSHS officials acknowledged that Collin County and Denton County have not been provided an equitable share of vaccine doses. But they also stated that they will not correct the deficiency until late February at the earliest. By late February, the deficiencies in Collin County and Denton County will have increased to 45,000 for each county.

DSHS advises that the vaccine will not be readily available for most Texans until late spring or early summer 2021. Visit the [Texas DSHS COVID-19 Vaccine Provider Locations map](#) to see providers near you who have received the vaccine, or visit the [Collin County website](#) for additional updates as they become available.

Collin County also provides a [vaccine wait list lookup tool](#) for residents to confirm their wait list registration.

From: County Judge Chris Hill <team@chrishill.us>
Sent: Friday, January 29, 2021 10:53 AM
To: Kim Dobbs
Subject: 2 more vaccine hubs to open; large increase in doses expected for next week



ChrisHill
Texas Conservative 🗡️ Collin County Judge



Two more vaccine hubs to open; large increase in doses expected for next week

Thousands more doses of COVID-19 vaccine are headed to Collin County in the coming days, and two more local vaccine hubs are set to begin operations soon.

The Department of State Health Services (DSHS) notified county health officials that 42,900 doses of vaccine have been earmarked for Collin County providers for next week's vaccination efforts, the single largest shipment sent to the county by the state since the vaccination program began in late December.

Meanwhile, Texas Health Resources (Plano Presbyterian Hospital) and the City of Frisco plan to open new vaccine hubs in Collin County within days, and will vaccinate people in [Phase 1A](#) and [1B](#) categories from the county's [COVID-19 Vaccine Wait List](#). Also, officials with Baylor Scott & White Health have notified county officials that they, too, will begin using the county list, which increases to five the number of vaccine hubs working from the Collin County Vaccine Wait List.

The City of Allen is operating a vaccine hub independent of the Collin County Vaccine Wait List. For more information about the City of Allen vaccine registration process, Collin County residents may visit the [city website](#) or call (214) 509-4333. Collin County employees are not able to answer specific questions about the City of Allen vaccine hub.

"On behalf of the entire Collin County Commissioners Court, we are grateful for the amazing efforts of so many people who are working with us to provide vaccines to our community," said Collin County Judge Chris Hill. "I'm proud of our Collin County community that has pulled together to make this possible, especially our health care workers, partner agencies, and our legislative delegation. Thank you to Governor Abbott and all the state officials involved in sending more vaccine doses our way."

A total of six vaccine hubs, operating by appointment only, will be open in Collin County beginning next week:

- **Collin County Health Care Services (CCHCS)**, currently operating at Plano ISD's John Clark Stadium
- **City of Frisco**, which will be operating next week at a site to be determined
- **City of Allen**, currently operating at the Allen ISD football stadium
- **City of McKinney**, currently operating at the McKinney ISD football stadium
- **Texas Health Resources**, which will be operating at the Sam Johnson Recreation Center in Plano
- **Baylor Scott & White Health (BSW)**, currently operating at the BSW facility in Frisco

The hub providers using the Collin County Vaccine Wait List are currently serving individuals with wait list numbers up to #8000, and those registered will be contacted directly from information on file with the county when their vaccine is available. All six locations will be operating by appointment only. Collin County officials expect significant progress will be made on the wait list next week. The county's list topped 200,000 registrations by Thursday morning.

Collin County developed a cooperative vaccine partnership with 29 other local jurisdictions earlier this month to create a single vaccine wait list and to provide vaccinations as efficiently as possible to residents of Collin County and Texas. This wait list is open to all Texans who are eligible according to the DSHS Phase 1A and Phase 1B definitions.

DSHS advises that the vaccine will not be readily available for the general public until late spring or early summer 2021. Visit the [DSHS COVID-19 Vaccine Provider Locations Map](#) to find nearby providers who have received the vaccine, or visit the [Collin County website](#) for additional updates as they become available.

#AlwaysVoluntary



Pol. adv. paid for by Judge Chris Hill • [Unsubscribe](#) • [Update your profile](#)



COLLIN COUNTY

EMERGENCY RENTAL ASSISTANCE PROGRAM ("ERAP")

Program Guidelines

Program Purpose

Utilizing Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds, Collin County is launching the Emergency Rental Assistance Program ("ERAP"). This program will provide residential rent and utility assistance for residents of Collin County, excluding the City of Allen, City of Dallas, City of Frisco, City of Plano and City of McKinney. These cities listed will be operating their own programs.

Eligibility

An "eligible household" is defined as a **renter** household in which at least one or more individuals meets the following criteria:

- i. Qualifies for unemployment due to COVID-19, has experienced a reduction in household income due to COVID-19, or has incurred significant costs due to COVID-19 or experienced a financial hardship due to COVID-19;

AND

- ii. Demonstrates a risk of experiencing homelessness or housing instability;

AND

- iii. Has a household income at or below 80 percent of the area median.

Household Size	80% Area Median Income
1	\$48,300
2	\$55,200
3	\$62,100
4	\$68,950
5	\$74,500
6	\$80,000
7	\$85,500
8	\$91,050

Applicants will be asked to provide documentation to support their eligibility for assistance. Applicants who fail to provide requested information are not eligible for assistance.

Household income will be determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility will be re-determined every 3 months.

Priority Applicants

Eligible households will be prioritized in the following order based on the characteristics stated below:

1. Households in active eviction status
2. Households with income at or below 50 percent of the area median
3. Households with an individual who has been unemployed for the 90 days prior to the application for assistance

Eligible Expenses

- Rent
- Rental arrears, including contracted late fees
- Utilities (e.g., electricity, gas, water, sewer, trash removal)
- Reasonable landlord attorney fees and court costs for active eviction cases (subject to future guidance from the United States Department of Treasury)

Ineligible Expenses

- Telecommunication services (telephone, cable or internet)
- Any other expenses not expressly listed as eligible expenses

Level of Assistance

- Eligible households may receive up to 12 months of assistance (measured from March 13, 2020), plus an additional 3 months if the applicant is able to demonstrate that the extra months are needed to ensure housing stability and funds are available.
- Assistance will be provided to reduce an eligible household's rental arrears before the applicant will be evaluated for its eligibility for assistance for future rent payments.
- Rental and utility assistance will be provided up to the maximum number of month's allowed or \$20,000, whichever is less.
- Assistance for future (i.e. non-delinquent) rent and utility expenses may be provided for up to three months at a time. Households must reapply for additional assistance at the end of the three-month period if needed so long as the overall time limit for assistance and maximum total assistance amount is not exceeded.

Payment Method

- Funds will be paid directly to landlords and utility service providers who agree to participate in ERAP.
- If a landlord does not agree to participate in ERAP, funds may be paid directly to the eligible household to be used exclusively for eligible expenses.
- Before funds are paid directly to an eligible household, a written request for participation will be sent by certified mail to the landlord or utility provider to request the landlord or utility provider's participation. Only where the landlord or utility provider does not respond to the request within 21 calendar days after mailing or provides a written response indicating that it declines to participate in the ERAP may funds be paid directly to the eligible household to be used exclusively for eligible expenses

No Duplication of Benefits

- Assistance provided for an eligible household may not duplicate any other assistance, including federal, state, and local assistance provided for the same costs.
- An eligible household that occupies a federally-subsidized residential or mixed-use property may receive assistance, provided that funds are not applied to costs that have been or will be reimbursed under any other federal assistance.
- If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the household may not receive assistance.

Program Timeline

The online, pre-screening questionnaire will be open for submissions starting at 12pm on March 1, 2021. Those qualified for the program will be notified by a third part administrator to continue their application process.

The application window will close at 12pm on October 31, 2021.



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2021

ITEM: 6 - G

Item:

Discussion regarding U.S. Congressman Van Taylor's prior proposal to consider changing the name of Lavon Lake in honor of former Congressman Sam Johnson.

Background:

Subsequent to the City Council's December 15, 2020 discussion and stated opposition regarding the proposed efforts to rename Lake Lavon in honor of former Congressman Sam Johnson, Resolution No. 2020-12-06 was provided to Congressman Taylor's office.

Congressman Van Taylor and his office graciously received the City Council's resolution and responded promptly.

The staff at Congressman Taylor's office informed Mayor Sanson that it was "always Congressman Taylor's intention to defer to local officials prior to proceeding with any renaming efforts".

The Congressman's staff confirmed that they are not proceeding with efforts to rename Lake Lavon and are discussing other potential naming opportunities to honor Congressman Johnson.

Attachments: 1) Resolution No. 2020-12-06

CITY OF LAVON, TEXAS

RESOLUTION NO. 2020-12-06

Opposition to Proposed Effort to Rename Lake Lavon

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON
OPPOSING THE PROPOSED EFFORT TO RENAME LAVON LAKE
ALSO KNOWN AS LAKE LAVON; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, on December 7, 2020, the Office of United States House Representative Van Taylor, Congressional District 3 contacted the City of Lavon regarding a proposed effort and legislation drafted in September 2020 to rename Lavon Lake, formerly known as Lavon Reservoir, and commonly known as Lake Lavon, in honor of former Congressman Sam Johnson; and

WHEREAS, the first European settlers came to Collin County in the mid-1830's and by 1854 the town of Lavon became a settlement that was so named after the son of E.C. Thompson, who managed the United States Post Office in the family's general store;

WHEREAS, the Lake Lavon Project, named for the nearest town of Lavon, was authorized by the United States Congress in 1945 under Public Law 79-14-1 of the River and Harbor Act for Flood Control and Water Conservation and Lake Lavon's purpose became threefold:

- 1) flood control to prevent flooding on the Trinity River; and
- 2) water storage and supply in coordination with the North Texas Municipal Water District that was created in 1951 to provide a source of clean water supply and serves 1.8 million people in about 80 communities in 10 counties; and
- 3) recreation consisting of 16 parks, 244 picnic sites, 19 4-lane boat ramps, 5 beaches, 71 tent camping sites with water, 167 camping sites with electric and water hook-ups, an all-abilities park, 6 group shelters for large group picnics, 2 privately-owned marinas, 1 fishing pier, the 9-mile Trinity Trail and the adjacent 75-acre Sister Groves Park, and 6500 acres of wildlife/hunting; and

WHEREAS, the United States Army Corps of Engineers, who built and operates Lake Lavon, estimates that approximately 4 million visitors utilize Lake Lavon annually; and

WHEREAS, on December 15, 2020, the City Council of the City of Lavon considered the proposed effort to rename Lake Lavon, discussed the impact of the renaming on the City of Lavon and its residents, reviewed input expressed by the public regarding the proposal and determined it to be in the best interest of the citizens of the City of Lavon to express opposition to the proposed effort to rename Lake Lavon.

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

Section 1. The City Council strongly opposes the proposed effort to rename Lake Lavon for the following reasons:

- 1¹. The name of Lake Lavon is historically significant and honors the heritage of the pioneers and settlers of Collin County.
2. Lake Lavon is the most widely known landmark and attraction in southeast Collin County and serves as an important economic engine and geographic identifier for the cities of Lavon, Farmersville, Blue Ridge, Princeton, Lucas, Wylie, and St. Paul that surround the lake.
- 3¹. According to the Collin Central Appraisal District, over 337 properties on the tax roll that are not in or associated with the City of Lavon contain the word 'Lavon' in the name of the owner.
4. According to the Texas Secretary of State, 24 incorporated entities' names contain the word 'Lavon'.
5. The brand identity of the rapidly growing City of Lavon is inextricably tied to Lake Lavon.
6. The proposed renaming of Lake Lavon would have a disproportionate effect on the City of Lavon in relation to other cities and the opposition of the Lavon City Council to the renaming of Lake Lavon should be given significant deference coming from the only city in Texas that proudly shares the name 'Lavon'.
7. Lavon is part of the Community Independent School District and does not benefit from public awareness normally associated with a city's school system; consequently, changing the name of Lake Lavon is especially detrimental.
8. Without exception, the residents who live in and around Lavon who commented on this matter expressed passionate opposition to the proposed changing of the Lake's name.
9. With respect to unregulated web-based mapping applications and internet commerce, the proposed name change would cause far-reaching confusion and frustration.
10. The renaming of Lake Lavon would cause unnecessary and expensive logistical issues for affected entities including but not limited to the U. S. Army Corps of Engineers, the U.S. Board on Geographic Names ("BGN"), the North Texas Municipal Water District, the Texas Parks & Wildlife Commission, land use and real estate-based businesses, organizations who rely on regional maps and surveys, and the many businesses that depend on the name-identification that Lake Lavon provides.
11. Although geographic names specifically established by an act of Congress are not bound by BGN principles, policies, and procedures, the BGN framework should not be disregarded. One policy that is specifically germane to the proposed name change of Lake Lavon is, *"Existing names, especially personal commemorative names, which honor an individual, and those names in longstanding public usage, should not be changed unless the proponent presents a compelling reason to do so."* Representative Taylor presents compelling reasons to honor former Congressman Johnson; however, there are not compelling reasons to change the name of Lake Lavon, which honors Lavon Thompson, a community forefather.

Section 2. The City Council greatly appreciates the legacy and invaluable contributions of former Congressman Sam Johnson to this region, to the State of Texas and to our great nation.

Section 3. Notwithstanding the City Council's strong opposition to changing the name of Lake Lavon, the City Council strongly supports Congressman Taylor's efforts to honor former Congressman Sam Johnson and proposes the original naming of a progressive planned high-profile transportation facility such as one of the imminent freeways or transit stations identified in the Collin County Mobility Plan.

Section 4. It is hereby found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 5. This Resolution shall be effective upon its passage and approval.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 15th day of December 2020.



Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON

Agenda Brief

MEETING: February 2, 2012

ITEM: 6 - H

Item:

Discussion and action regarding acceptance of the Lake Shadow Drainage (CIP-13) construction project.

Background:

The Lake Shadow Drainage construction project, identified as CIP-13 in the approved capital improvements plan (CIP), involved installing new 18" storm sewer to supplement existing the existing drainage area on Lake Shadow Dr. from the existing storm sewer to and including the culvert underneath the adjacent private road. On November 3, 2020, the City Council awarded the bid and approved a construction contract for the Lake Shadow Drainage Project to GRod Construction LLC.

The construction project has been completed and the City Engineer has recommended that the City accept the infrastructure project pending submission of construction closure documents.

Financial Implications:

The construction contract provides for a 2-year warranty period.

Staff Notes:

Acceptance of the construction project is recommended.

Attachments: CIP project sheet



CIP-13

LAKE SHADOW DRAINAGE

Project Scope: Install new 18" HDPE Storm Sewer to connect existing storm sewer outlet directly to private road culvert.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	3	4
Legal Mandate	3.9	2
Available Funding	4.8	2
Operational Necessity	2.4	4
Timing/Location/Public Perception	5	1
TOTAL	25.5	13

ESTIMATED PROJECT COST SUMMARY	
18" HDPE Pipe	\$ 6,300
36" Culvert	\$ 2,000
Headwall	\$ 4,500
Inlet	\$ 1,000
Junction Box	\$ 3,000
Seeding	\$ 1,000
Erosion Control	\$ 5,600
Subtotal Construction	\$23,400
Engineering, Survey, Geotechnical, Testing	\$ 3,100
Contingency (15%)	\$ 3,500
TOTAL PROJECT COST	\$30,000

Possible Funding Source: Street Maintenance, City Bond