



AGENDA
APRIL 20, 2021
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
6:30 PM

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

Professional Municipal Clerks Week

4. **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.

5. **ITEMS OF INTEREST/COMMUNICATIONS**

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

6. **WORK SESSION**

Discussion and action regarding the Capital Improvements Plan.

7. **CONSENT AGENDA**

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

A. Approve the minutes of the March 16, 2021 meeting.

B. Approve Resolution No. 2021-04-02 approving and authorizing the Mayor to execute an Abandonment of the Easement recorded in Instrument Number 20201221002299630, Official Public Records of Collin County, Texas.

8. **ITEMS FOR CONSIDERATION**

A. Discussion and action regarding Resolution No. 2021-04-03 approving and authorizing the Mayor to execute a Facilities Development Agreement with the developer of the Lake Breeze Addition.

B. Public hearing, discussion, and action regarding the application of Lavon Family Dental for two variances to Section 4.05.008 Approved Signs and Standards (b)(3) Wall of the Code of Ordinances to permit 1) a sign that is 3.16' larger than permitted and 2) an additional sign that is one more sign than permitted at 410 SH 78, Lavon, Texas.

1. Presentation of request.

2. **PUBLIC HEARING** to receive comments regarding the request.

3. Discussion and action regarding the request.

C. Discussion and action regarding approval of a Letter of Intent to purchase a first-response brush truck for \$191,849.00 from Metro Fire Apparatus Specialists Inc.

D. Discussion and action regarding Resolution No. 2021-04-04 approving the Collin County Emergency Operations Plan and appointing the Emergency Management Coordinator for the City of Lavon.

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

F. Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission and Lavon Economic Development Corporation Board of Directors.

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

9. DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – Reports for services, activity, and administration.
- B. Fire Services – LFD service and equipment report.
- C. Public Works Services – General utilities, capital projects and public works, street maintenance report including projects, mowing and trash collection; and code enforcement report.
- D. Administration Services – Building Permits Report; CWD Recycling Report; Collin County Tax Collection Report; Comprehensive Plan Update Report; TxDOT SH 205 Report; and administration and staff report.

10. 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.

May 4, 2021 – Regular Meeting

11. 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 April 16, 2021.


Rae Norton, City Secretary



PROCLAMATION City of Lavon, Texas

52nd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 2 - May 8, 2021

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world and is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels and serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality rendering equal service to all and continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meeting of their state, provincial, county professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Mayor Sanson do recognize the week of May 2 - May 8, 2021 as

Professional Municipal Clerks Week

and further extend appreciation to the Professional Municipal Clerks for the vital service they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Lavon, Texas, to be affixed this 20th day of April 2021.

Vicki Sanson, Mayor



PUBLIC SERVICE ANNOUNCEMENT

Election to Continue Existing Street Maintenance Funding

Since 2003, Lavon voters have voted yes for the street maintenance sales tax.

By law, this ½ ¢ sales tax collected from all who shop in Lavon, residents and non-residents alike, can only be used for the "maintenance and repair of municipal streets" and must be reauthorized by voters every four years. If Lavon voters do not vote yes, other entities outside the city, like the county, can hold an election and increase the sales tax in Lavon for their purposes.

On Saturday, May 1, 2021, an election for the reauthorization of the sales tax dedicated to maintaining the city street network will be held. Early voting begins at Lavon City Hall on April 19.

Contact cityhall@cityoflavon.org or call 972-843-4220 for information and voting locations.

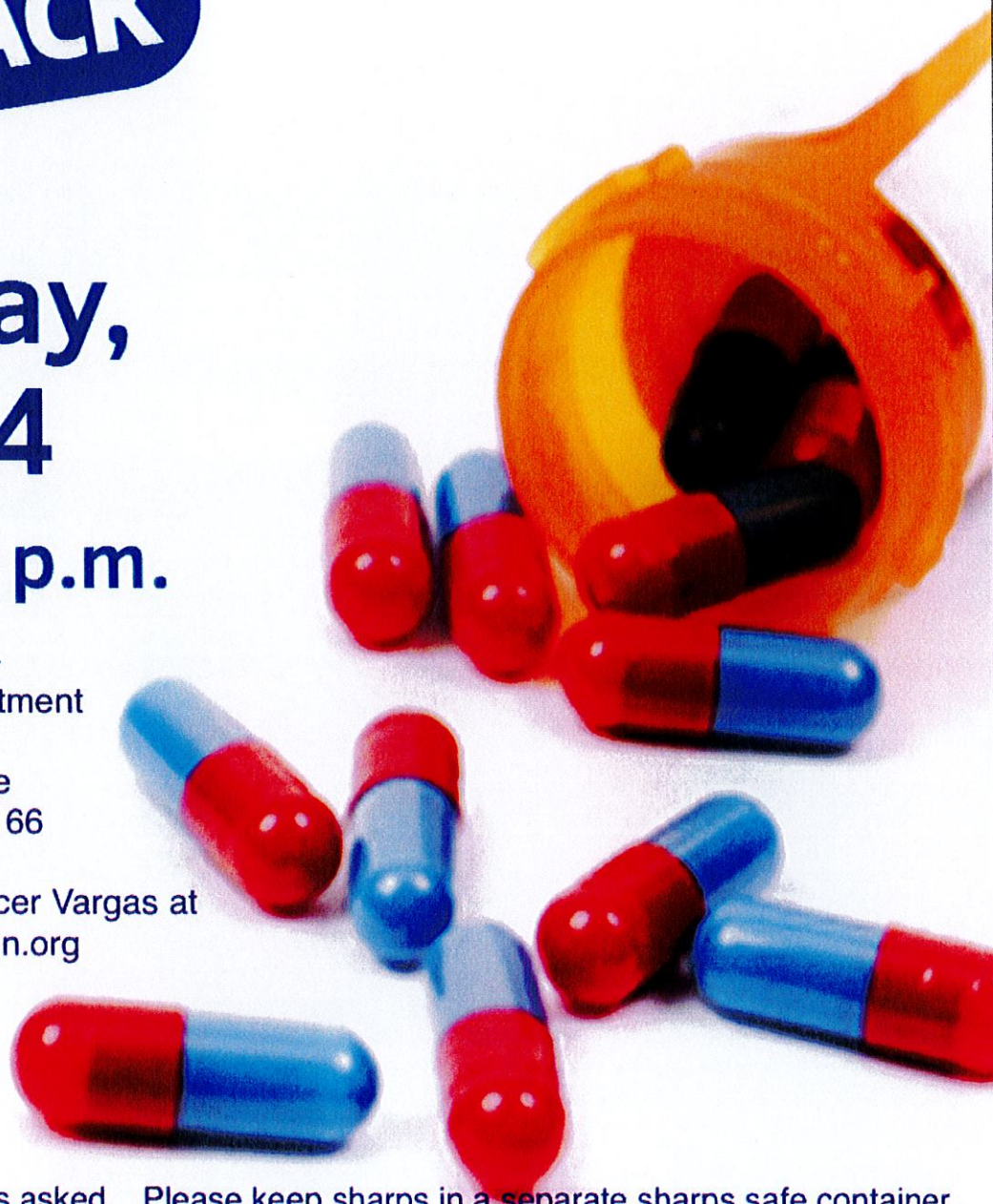




**Saturday,
April 24
10 a.m. – 2 p.m.**

Drop Off at the
Lavon Police Department
Back Door
501 Lincoln Ave
Lavon, Texas 75166

For Questions Contact Officer Vargas at
cvargas@cityoflavon.org



Open to the public, no questions asked. Please keep sharps in a separate sharps safe container.



CITY OF LAVON Agenda Brief

MEETING: April 20, 2021

ITEM: 6

Item:

WORK SESSION

Discussion and action regarding the Capital Improvements Plan.

Background:

On August 4, 2020, the City Council approved the 2020-2025 Capital Improvements Plan (CIP). A fundamental characteristic of the CIP is that it is an ever-evolving tool that requires regular assessment to maintain its relevance. The city engineer has provided quarterly CIP status reports to inform the City Council of project status and development plans. Historic background and supporting information regarding the CIP that provide context include:

Community Vision Assessment

In the Community Engagement Feedback Takeaways, a key feedback takeaway from the planning process includes ***City Services & Infrastructure...*** "prioritize improvements to the city's streets, mobility, and drainage infrastructure and would like to see an increased investment in parks, community facilities, and code enforcement." (CVA, p.9)

2019-21 Strategic Plan

The **Core Purpose** includes a purpose statement, "Serve as stewards of planning, infrastructure, and investment" (CVA, p.11). The second **Core Value** identifies "Safety – We believe that providing a safe community, with high quality infrastructure and services, is one of the primary purposes of our city government and maintaining safety as a strength of Lavon is extremely important (CVA, p. 11). Among **Two-Year Goals**, the second goal is, "Research Pricing and Prepare a Scope for a Capital improvements Program (CIP)." (CVA, p.13) The specific **Goal 2** description states that a "CIP can include items such as:

- Infrastructure (including Drainage and Storm Sewer, Sidewalks, and Trails.
- Streets/ Mobility
- City Facilities & Amenities (Including Parks)" (CVA, 14)

In advance of the FY 2021-22 budget preparation, the CIP is scheduled to be reviewed and adjusted as needed.

The city engineer will lead the work session.

CIP BUDGET - Update 04-15-2021

| Estimated Project cost | | | | | 2020 / 2021 | | Possible Funding Source(s) | | | | | | | | |
|-----------------------------|----------------------------------------|----------|-----------|------------|-------------|-------------|----------------------------|-------------|--------------|--------------|--------------|--------------|--------------|------------------------------------|------|
| CIP Project | 2019/20 | BUDGET | YTD | Cumulative | BUDGET | BUDGET | 2022 | 2022 | 2022 | 2023 | 2023 | 2024 | 2024 | 2025 + | |
| | | | | | | | | | | | | | | | |
| CIP-1 | Main/Geren/SH78 | | | \$0 | | | | | | | | | | Street Maint, TxDOT, Bond, EDC | |
| CIP-2 | Moore Lane paving/ drainage | \$59,628 | \$430,662 | \$490,290 | | | | | | | | | | Bond | |
| CIP-3 | North Geren/Windmill drainage | | | \$0 | | | | | | | | | | Street Maint, Bond | |
| CIP-4 | City Hall fire protection (water line) | | | | | | | \$254,100 | | | | | | City Bond | |
| CIP-5 | McClendon Rd (I2755)/Bear Creek Bridge | | | | | | \$100,000 | | | \$1,260,870 | | | | TxDOT, Collin Co, FEMA, Bond, TWDB | |
| CIP-6 | CR484/Bear Creek Bridge | | | \$0 | | | \$1,260,870 | | | | | | | TxDOT, Collin Co, FEMA, Bond, TWDB | |
| CIP-7 | CR484 Paving Extension to GH Signal | | | | | | | \$1,716,770 | | | | | | Bond, Developer, EDC | |
| CIP-8 | Wolf Run drainage | \$2,163 | \$83,201 | \$85,363 | | | | | | | | | | Bond | |
| CIP-9 | FD/PD Facility Expansion | | | \$0 | | | \$150,000 | \$400,000 | \$317,400 | | | | | Bond | |
| CIP-10 | Municipal System Fiber Upgrade | | | \$0 | | | | | | | | | | Bond | |
| CIP-11 | CR484 paving | | | | | | \$400,000 | \$476,600 | | | | | | Bond, Collin Co, Developer | |
| CIP-12 | City Hall paving | | | \$359,703 | | | | | | | | | | Bond | |
| CIP-13 | Lake Shadow drainage | \$8,024 | \$47,888 | \$55,911 | | | | | | | | | | Bond | |
| CIP-14 | FD/PD Complex | | | | | | | | | | | | | Bond | |
| CIP-15 | Citywide Park & Trail imp | | | \$0 | | | \$200,000 | \$50,000 | \$50,000 | \$3,500,000 | \$2,250,000 | | | Bond, Developer | |
| CIP-16 | Lake Road Paving | \$6,796 | \$200,000 | \$6,796 | | | \$1,115,600 | | | | | | | Bond, Developer, TPWD, TxDOT | |
| CIP-17 | SH 78 Street lights | | | | | | \$200,000 | \$300,000 | \$291,200 | \$200,000 | | | | Bond, Developer | |
| CIP-18 | Rees Sports Complex | | | | | | \$100,000 | \$500,000 | \$4,094,400 | | | | | TxDOT, Bond | |
| CIP-19 | Fire Engine | | | | | | | \$1,100,000 | | | | | | Bond, Developer, TPWD | |
| CIP-20 | Property for City Hall/Parking exp | | | | | | | | | | | | | Bond | |
| CIP-21 | Bear Creek WWTP expansion Ph 4 | | | | | | \$188,000 | \$2,000,000 | \$1,000,000 | | | | | Bond | |
| CIP-22 | Outdoor Warning Siren imp | | | | | | | | | | | | | Bond, Developer, TWDB | |
| TOTAL ANNUAL CIP BUDGET | | | | | \$2,233,480 | \$60,000 | \$46,693 | \$46,693 | 1/2 COMPLETE | | | | | | Bond |
| TOTAL CUMULATIVE CIP BUDGET | | | | | \$2,233,480 | \$2,233,480 | \$968,145 | \$1,044,756 | \$3,714,470 | \$6,797,470 | \$7,054,370 | \$3,700,000 | \$2,250,000 | | |
| | | | | | | | | | \$5,947,950 | \$12,745,420 | \$19,799,790 | \$23,499,790 | \$25,749,790 | | |

NOTE: The proceeds of the 2020 CO issuance, \$12,595,000, are to be expended within 5 years of issuance (June 2020) with 85% spent within 3 years.

| Construction Contracts & Contingency | Estimated | Awarded | YTD |
|--------------------------------------|-----------|-----------|-----------|
| Moore | \$563,480 | \$410,486 | \$430,662 |
| Wolf Run | \$56,100 | \$81,228 | \$83,201 |
| Lake Shadow | \$26,900 | \$47,788 | \$47,888 |
| City Hall Paving | \$431,600 | \$308,478 | \$359,703 |
| Outdoor Warning Siren | \$60,000 | \$60,000 | \$46,693 |



MINUTES
APRIL 6, 2021
LAVON CITY COUNCIL
REGULAR MEETING
6:00 PM
TELEPHONIC MEETING

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 6:00 P.M. AND ANNOUNCED A QUORUM PRESENT.

2. MAYOR SANSON OBSERVED A MOMENT OF SILENCE.

3. CERTIFICATES OF APPRECIATION

Mayor Sanson read certificates of appreciation for Project Linus for their contributions to the community during the COVID-19 Pandemic and to First Assembly Church and First Baptist Church for their service during Winter Storm Uri.

4. PROCLAMATION

Mayor Sanson presented a proclamation for Child Abuse Prevention Month.

5. CITIZENS COMMENTS

There were none.

6. ITEMS OF INTEREST/COMMUNICATIONS

- May 1 Sales Tax Election for Road Maintenance
- CPR Class given by Lavon VFD at the First Assembly of God Church Saturday April 10 at 8am.

7. WORK SESSION

City Engineer Mark Hill presented information regarding the 2020-2025 Capital Improvements Plan. Direction was provided to the staff to compile and schedule another work session for further discussion.

8. CONSENT AGENDA

- A. Approve the minutes of the March 16, 2021 meeting.
- B. Receive an updated City of Lavon Police Department 2020 Racial Profiling Report.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

9. ITEMS FOR CONSIDERATION

- A. Public hearing, discussion, and action regarding the application of Todd Stern, TSHH, LLC to amend Ordinance No. 2019-07-04 that established the LakePointe Planned Development, Exhibit 6 Residential Planning Area Building Standards, Sections 1(a) and 1(d) to add an option for 5.25" (4" reveal) smooth cementitious horizontal siding and related illustrations to Exhibit #6A.

Presentation of request.

City Administrator Kim Dobbs provided information regarding the application. Todd Stern, TSHH, LLC provided information regarding the requested change to the LakePointe Planned Development (PD).

PUBLIC HEARING, to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:22 p.m. and invited comments for or against the proposed request. There being no comments, Mayor Sanson closed the hearing at 7:23 p.m.

Discussion and action regarding the request and Ordinance No. 2021-04-01.

Ms. Dobbs clarified that the proposed change would be to the masonry materials design guidelines in the PD as an extension of the development agreement.

MOTION: APPROVE THE APPLICATION OF TODD STERN, TSHH, LLC TO AMEND ORDINANCE NO. 2019-07-04 THAT ESTABLISHED THE LAKEPOINTE PLANNED DEVELOPMENT, EXHIBIT 6 RESIDENTIAL PLANNING AREA BUILDING STANDARDS, SECTIONS 1(A) AND 1(D) TO ADD AN OPTION FOR 5.25" (4" REVEAL) SMOOTH CEMENTITIOUS HORIZONTAL SIDING AND RELATED ILLUSTRATIONS TO EXHIBIT #6A.

MOTION MADE: KELL
SECONDED: WRIGHT
APPROVED: UNANIMOUS

- B. Discussion, and action regarding Resolution No. 2021-04-01 authorizing the submittal of a 2021/22 Texas Community Development Block Grant (TxCDBG) application, committing matching funds, and designating authorized signatories for contractual, environmental, and financial documents.**

Ms. Dobbs provided general information regarding the location of the proposed project and the resident surveys that were conducted. Linda Atkinson-Petee, grant administrator, Traylor & Associates and Travis Phemister, P.E., Kimley Horn provided detailed information about the process and project.

MOTION: APPROVE RESOLUTION NO. 2021-04-01 AUTHORIZING THE SUBMITTAL OF A 2021/22 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) APPLICATION, COMMITTING MATCHING FUNDS, AND DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL, ENVIRONMENTAL, AND FINANCIAL DOCUMENTS.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

- C. Discussion, and action regarding approval of and authorization for the purchase of a fire engine for \$950,000 and related equipment for \$50,000.**

Ms. Dobbs summarized prior activity regarding the request. Fire Chief Danny Anthony and David Petricca, Metro Fire provided information regarding the fire engine and additional equipment offered.

MOTION: APPROVE AND AUTHORIZE THE PURCHASE OF A FIRE ENGINE FOR \$950,000 AND RELATED EQUIPMENT FOR \$50,000 WITH FUNDS FROM THE CAPITAL IMPROVEMENTS PLAN SERIES 2020 CERTIFICATES OF OBLIGATION.

MOTION MADE: DILL
SECONDED: KELL
APPROVED: UNANIMOUS

- D. Discussion regarding the improved Building Code Effectiveness Grading Classification received from the Insurance Service Office (ISO).**

Ms. Dobbs provided information regarding the improved rating from a 5 to a 4 and commended Building Inspector Wes Caperton and Municipal Services Coordinator LeAnn McClendon.

- E. Discussion and action regarding the Public Utility Commission of Texas inquiry relating to the 2021 consumer price index (CPI) adjustment to municipal telecommunications right-of-way access lines rates.**

Ms. Dobbs provided information regarding the right-of-way access lines rates. No action was taken

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

The City Council discussed state orders and plans for adjusting the conduct of city operations. Specifically, the City Council directed: after the current pay period, discontinue public safety hazard pay that has been paid since March 2020; continue weekend fire stipend-shifts; discontinue the suspension of disconnection for delinquent utility accounts with appropriate notifications; adjust remote work as normal schedule with flexible modifications at directors' discretion; increase cleaning of city hall facilities once the doors are unlocked; resume in-person meetings with appropriate spacing measures; cancel Camp 9-1-1 as many partners are not participating yet; open the doors of city hall with the installation of proper permanent protections; request masks be worn in city hall and required at municipal court and continue the suspension of facility rentals. The Council concurred with Police Chief Jones' suggestion that due to the limited lobby area, Police Department/Municipal Court office access continue to be managed with controlled entry and buzzer. The Council directed staff to continue researching ways to encourage residents to conduct business online whenever possible.

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

Ms. Dobbs noted the vacancies. No action was taken.

10. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

April 20, 2021 – Regular in person Meeting

11. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:44 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 20th day of April 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON Agenda Brief

MEETING: April 20, 2021

ITEM: 7 - B

Item:

CONSENT AGENDA

Approve Resolution No. 2021-04-02 approving and authorizing the Mayor to execute an abandonment of the easement recorded in Instrument Number 20201221002299630, Official Public Records of Collin County, Texas.

Background:

On December 9, 2020, a sanitary sewer easement was dedicated to the City in relation to the development of Elevon. The infrastructure plans have since then changed and the property owner has requested that the City abandon the easement.

The property owner has submitted a proposed new easement to accommodate the revised plans.

Financial Implication:

There are no financial implications. The property owner will pay for the costs to record the documents.

Staff Notes:

The city engineer and city attorney have reviewed and approved the form. Approval is recommended.

Attachments: 1) Resolution and Proposed Easement Abandonment

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

Abandon Sanitary Sewer Easement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AN ABANDONMENT OF THE EASEMENT
RECORDED IN INSTRUMENT NUMBER 20201221002299630,
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.**

WHEREAS, the property owner of property being developed as Elevon dedicated a permanent sanitary sewer easement to the City and subsequently changed the construction plans making the dedicated easement unnecessary; and

WHEREAS, the property owner has requested that the City of Lavon abandon the easement and has submitted a proposed new easement.

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

SECTION 1. That the City Council does hereby approve and authorize the Mayor to execute an abandonment of the easement recorded in Instrument Number 20201221002299630, Official Public Records of Collin County, Texas, which is attached hereto and labeled "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 20th day of April 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

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

EXHIBIT A

CITY OF LAVON
EASEMENT ABANDONMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COLLIN §

That the **City of Lavon** does hereby abandon, release, and quitclaim all rights, privileges and interests to the easement recorded in Instrument Number 20201221002299630, Official Public Records of Collin County, Texas, a copy of which is attached hereto as Exhibit "A".

In Testimony Whereof, witness my hand, this the ____ day of _____, A.D. 2021.

CITY OF LAVON

By: _____
Vicki Sanson, Mayor

STATE OF TEXAS §
 §
COUNTY OF _____§

Before me, _____, a Notary Public in and for Collin County, Texas, on this day personally appeared Vicki Sanson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that (he) (she) executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this the ____ day of _____, A.D. 2021.

Notary Public, State of Texas

My commission expires: _____

EXHIBIT A

PERMANENT 15' AND 40' SANITARY SEWER EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF COLLIN §

That Far East Lavon, LP, of the County of Collin and State of Texas, in consideration of the sum Ten (\$10.00) Dollars to me in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by my property; by these presents do grant and convey unto the City of Lavon (GRANTEE), a municipal corporation, a 15-foot wide and 40-foot wide permanent sanitary sewer easement, under, in and along the hereinafter described property for the purpose of construction and maintaining said facilities on said property described in Exhibit "A" and shown on Exhibit "B" hereto.

To have and to hold the above described property unto the Grantee for the purposes hereinbefore provided, and Grantee shall have the right to go upon the same for the purposed of operation or repairing said facilities. That all expenses in the construction and maintenance of said facilities shall be at the expense of the Grantee and in the construction and maintenance of said facilities, should Grantee find it needful to remove any improvements now on the above described property of otherwise damages said improvements that such removal and the replacing or repair of same shall be wholly at the cost of the Grantee.

The easement area may be used for parking, access and landscaping. Otherwise, no buildings, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or placed on or across the easement, said easement being hereby reserved for the purposes described herein. Grantee shall have the right to remove and keep removed all or parts of any buildings, trees, shrubs, or other improvements or growth which in any way may endanger or interfere with the construction, maintenance, or efficiency of its respective system without the necessity, at any time, of procuring the permission of anyone.

In Testimony Whereof, witness my hand, this the 4 day of December, A.D. 2020.

GRANTOR: FAR EAST LAVON, LP
 A Texas Limited Partnership

By: Pitman Investments LLC
 its General Partner

By: Alan Bain
 Alan Bain, Vice President

FILED BY:
 Texas Investors Title
 116 Blanco Rd., Ste 101
 Boerne, TX 78006

GF#: 20180185A

STATE OF TEXAS §
 §
 COUNTY OF Dallas §

Before me, Ashley Grant, a Notary Public in and for Dallas County, Texas, on this day personally Alan Bain known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that (he) (she) executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this the 9th day of December, A.D. 2020.

Ashley Grant
 Notary Public, State of Texas

My commission expires: 05/30/2022

1 of 8

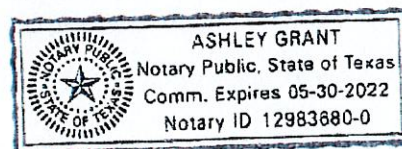


EXHIBIT "A"
PERMANENT 15' AND 40' SANITARY SEWER EASEMENT

FIELD NOTES:

BEING a 2.945 acre tract of land situated in the S.M. Rainer Survey, Abstract Number 740, in the City of Lavon, Texas, Collin County, Texas and being part of a tract of land described in Deed to FAR EAST LAVON, LP as recorded in Volume 5873, Page 03522 Instrument number 2005-00306330 of the Real Property Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in the Northerly line of a tract of land described in Deed to NORTHEAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT as recorded in Instrument number 20111012001094420 of the Real Property Records, Collin County, Texas, said point also being the South West corner of a tract of land described in Deed to PETRO HUNT, L.L.C. as recorded in Instrument number 20070206000186500 of the Official Public Records, Collin County, Texas, said point being at the beginning of a curve to the right whose chord bears North 77 degrees 26 minutes 05 seconds East a chord distance of 651.14 feet

THENCE in a Northeasterly direction along a common line of said NORTHEAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT tract, and PETRO HUNT, L.L.C. tract, and along said curve to the right having a central angle of 06 degrees 27 minutes 31 seconds, a radius of 5779.58 feet, an arc length of 651.48 feet to a point for corner;

THENCE South 09 degrees 15 minutes 42 seconds East, crossing said Northwest TEXAS RURAL RAIL TRANSPORTATION DISTRICT tract, a distance of 100.00 feet to the POINT OF BEGINNING, in the South line of said NORTHEAST tract and North line of said FAR EAST LAVON tract, said point being at the beginning of a curve to the right whose chord bears North 80 degrees 44 minutes 18 seconds East a chord distance of 15.00 feet;

THENCE in a Northeasterly direction along the common line of said NORTHEAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT tract, said to FAR EAST LAVON, LP tract along said curve to the right having a central angle of 00 degrees 09 minutes 05 seconds, a radius of 5679.58 feet, an arc length of 15.00 feet to a point for corner;

THENCE South 09 degrees 15 minutes 42 seconds East crossing said FAR EAST LAVON, LP tract a distance of 43.94 feet

THENCE South 20 degrees 48 minutes 22 seconds East distance of 423.03 feet to a point for corner, being the beginning of the 40' wide easement;

THENCE South 49 degrees 09 minutes 43 seconds West a distance of 453.16 feet to a point for corner;

THENCE North 80 degrees 07 minutes 52 seconds West a distance of 327.84 feet to a point for corner;

THENCE South 41 degrees 37 minutes 38 seconds East a distance of 410.11 feet to a point for corner;

THENCE South 89 degrees 38 minutes 28 seconds West a distance of 233.15 feet to a point for corner;

THENCE South 13 degrees 45 minutes 52 seconds West a distance of 416.54 feet to a point for corner;

THENCE South 52 degrees 52 minutes 08 seconds West a distance of 485.83 feet to a point for corner;

Notes:

1. Surveyor has not abstracted the property.
2. Property is subject to all easements of record.



0' 100' 200'

SCALE: 1"=100'



USA PROFESSIONAL SERVICES GROUP, INC.

CIVIL ENGINEERS - SURVEYORS PLANNERS - LANDSCAPE ARCHITECTS

TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERING FIRM F-1846

TEXAS BOARD OF LAND SURVEYORS - REGISTERED FIRM 101074-00

1525 Viceroy Drive

Dallas, Texas 75235

(214) 634-3300

BEARING BASIS:

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM,

NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

15' AND 40' SANITARY SEWER EASEMENT

128,286 SQUARE FEET / 2.945 ACRES

S.M. RAINER SURVEY, ABSTRACT NO. 740

CITY OF LAVON, TEXAS

COLLIN COUNTY, TEXAS

OCTOBER 2020

2017019.00

SHEET 2 OF 3

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EXHIBIT "A"

PERMANENT 15' AND 40' SANITARY SEWER EASEMENT

THENCE South 12 degrees 11 minutes 09 seconds West a distance of 244.75 feet to a point for corner;
 THENCE South 83 degrees 40 minutes 48 seconds West a distance of 488.29 feet to a point for corner; in the Southeast line of a 35' sanitary sewer easement recorded in Instrument number 20200508000670570 O.P.R.C.C.T.;
 THENCE along said 35' easement, North 47 degrees 38 minutes 27 seconds East a distance of 22.93 feet to a point for corner;
 THENCE along said 35' easement, North 42 degrees 21 minutes 33 seconds West a distance of 29.33 feet to a point for corner;
 THENCE North 05 degrees 16 minutes 41 seconds West a distance of 2.80 feet to a point for corner, in the Northeast line of said 35' easement;
 THENCE North 83 degrees 40 minutes 48 seconds East a distance of 458.17 feet to a point for corner;
 THENCE North 12 degrees 11 minutes 09 seconds East a distance of 230.79 feet to a point for corner;
 THENCE North 52 degrees 52 minutes 08 seconds East a distance of 486.46 feet to a point for corner;
 THENCE North 13 degrees 45 minutes 52 seconds East a distance of 433.52 feet to a point for corner;
 THENCE North 89 degrees 38 minutes 28 seconds East a distance of 246.52 feet to a point for corner;
 THENCE North 41 degrees 37 minutes 38 seconds East a distance of 414.58 feet to a point for corner;
 THENCE South 80 degrees 07 minutes 52 seconds East a distance of 331.17 feet to a point for corner;
 THENCE North 49 degrees 09 minutes 43 seconds East a distance of 432.83 feet to a point for corner, being the intersection of the 40' wide and 15' wide easement;
 THENCE North 20 degrees 48 minutes 22 seconds West a distance of 387.44 feet to a point for corner;
 THENCE North 09 degrees 15 minutes 42 seconds West a distance of 45.46 feet to the POINT OF BEGINNING containing 123,286 square feet or 2.945 acres of land more or less.

Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|---------|-----------|-----------------|--------------|
| C9 | 851.48 | 5779.58 | 06°27'31" | N77°28'05"E | 851.14 |
| C4 | 15.00 | 5679.58 | 00°09'05" | N80°44'18"E | 15.00 |



Notes:

1. Surveyor has not abstracted the property.
2. Property is subject to all easements of record.



0' 100' 200'
 SCALE: 1"=100'

USA PROFESSIONAL SERVICES GROUP, INC.

CIVIL ENGINEERS - SURVEYORS PLANNERS - LANDSCAPE ARCHITECTS
 TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERING FIRM E-1845
 TEXAS BOARD OF LAND SURVEYORS - REGISTERED FIRM 101074-00
 1525 Viceroy Drive
 Dallas, Texas 75236
 (214) 634-3300

BEARING BASIS:

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM,
 NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

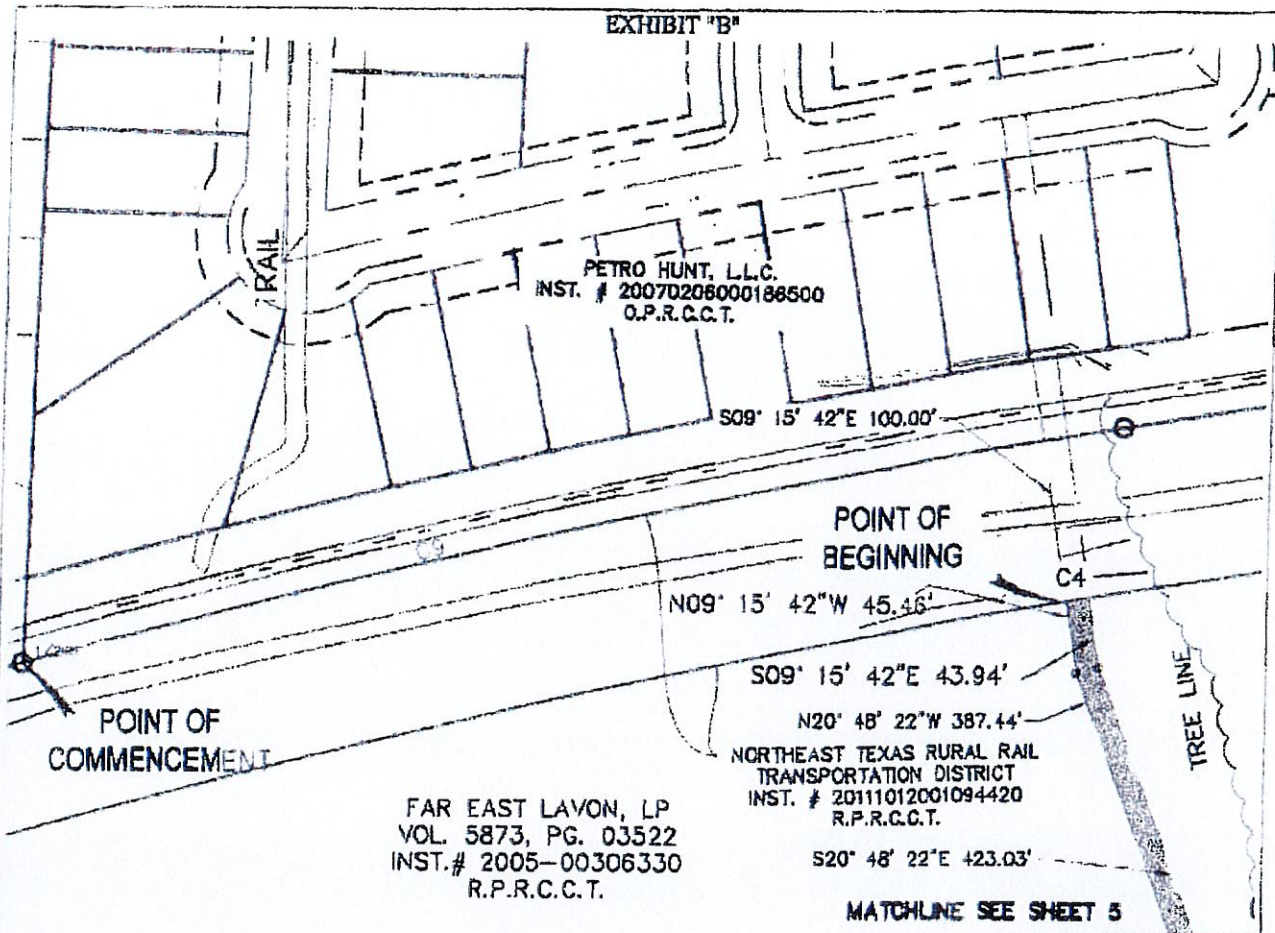
15' AND 40' SANITARY SEWER EASEMENT
 123,286 SQUARE FEET / 2.945 ACRES
 S.M. RAINER SURVEY, ABSTRACT NO. 740
 CITY OF LAVON, TEXAS
 COLLIN COUNTY, TEXAS
 OCTOBER 2020

2017019.00

SHEET 3 OF 3

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CERTIFIED TO BE TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON
THE GROUND THIS 20TH DAY OF OCTOBER, 2020.

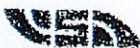
William V. Perry
WILLIAM V. PERRY
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4699

LEGEND

| | |
|--------------|-----------------------------------------------|
| R.P.R.C.C.T. | REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS |
| M.R.C.C.T. | MAP RECORDS, COLLIN COUNTY, TEXAS |
| O.P.R.C.C.T. | OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS |
| D.R.C.C.T. | DEED RECORDS, COLLIN COUNTY, TEXAS |
| VOL. | VOLUME |
| PG. | PAGE |

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USA PROFESSIONAL SERVICES GROUP, INC.

CIVIL ENGINEERS - SURVEYORS PLANNERS - LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERING FIRM F-1845
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1525 Viceroy Drive
Dallas, Texas 75235
(214) 834-3300

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CITY OF LAVON, TEXAS
COLLIN COUNTY, TEXAS
OCTOBER 2020

2017019.00

SHEET 4 OF 8

EXHIBIT "B"

MATCHLINE SEE SHEET 4

N49° 09' 43"E 432.83'
FAR EAST LAVON, LP
VOL. 5873, PG. 03522
INST. # 2005-00306330
R.P.R.C.C.T.

S80° 07' 52"E 331.17'

TREE LINE

N80° 07' 52"W 327.84'

LAVON RANCHETTES
VOL. 12, PG. 111
M.R.C.C.T.

MATCHLINE SEE SHEET 6

CERTIFIED TO BE TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON
THE GROUND THIS 20TH DAY OF OCTOBER, 2020.

William V. Perry
WILLIAM V. PERRY
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4699

| | |
|--------------|-----------------------------------------------|
| LEGEND | |
| R.P.R.C.C.T. | REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS |
| M.R.C.C.T. | MAP RECORDS, COLLIN COUNTY, TEXAS |
| O.P.R.C.C.T. | OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS |
| D.R.C.C.T. | DEED RECORDS, COLLIN COUNTY, TEXAS |
| VOL. | VOLUME |
| PG. | PAGE |

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0' 100' 200'

SCALE: 1"=100'

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CIVIL ENGINEERS - SURVEYORS PLANNERS - LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERING FIRM F-1845
TEXAS BOARD OF LAND SURVEYORS - REGISTERED FIRM 101074-00
1525 Viceroy Drive
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(214) 634-3300

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123,286 SQUARE FEET / 2.945 ACRES
S.M. RAINIER SURVEY, ABSTRACT NO. 740
CITY OF LAVON, TEXAS
COLLIN COUNTY, TEXAS
OCTOBER 2020

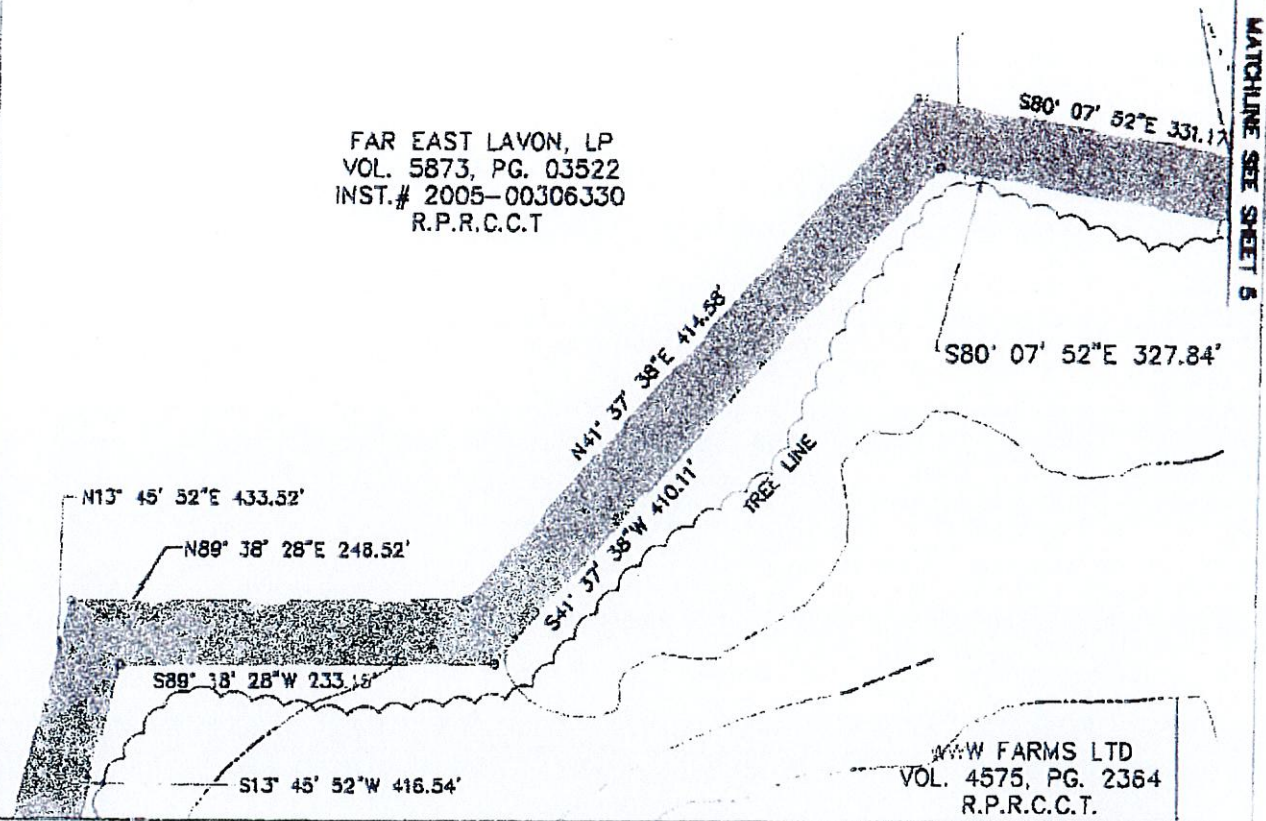
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SHEET 5 OF 8

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EXHIBIT "B"

FAR EAST LAVON, LP
VOL. 5873, PG. 03522
INST. # 2005-00306330
R.P.R.C.C.T.



MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 7

CERTIFIED TO BE TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON
THE GROUND THIS 20TH DAY OF OCTOBER, 2020.

William V. Perry
WILLIAM V. PERRY
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4699

LEGEND
R.P.R.C.C.T. REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
VOL. VOLUME
PG. PAGE

Notes:
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0 100' 200'
SCALE: 1"=100'



USA PROFESSIONAL SERVICES GROUP, INC.
CIVIL ENGINEERS - SURVEYORS PLANNERS - LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERING FIRM F-1846
TEXAS BOARD OF LAND SURVEYORS - REGISTERED FIRM 101074-00
1525 Viceroy Drive
Dallas, Texas 75235
(214) 834-3300

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15 AND 40' SANITARY SEWER EASEMENT
128,286 SQUARE FEET / 2.945 ACRES
S.M. RAINER SURVEY, ABSTRACT NO. 740
CITY OF LAVON, TEXAS
COLLIN COUNTY, TEXAS
OCTOBER 2020

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SHEET 6 OF 8

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EXHIBIT 'B'

MATCHLINE SEE SHEET 8

FAR EAST LAVON, LP
VOL. 5873, PG. 03522
INST. # 2005-00306330
R.P.R.C.C.T

S13° 45' 52"W 416.54'

WWW FARMS LTD
VOL. 4575, PG. 2364
R.P.R.C.C.T

N52° 52' 08"E 485.48'
S32° 52' 08"W 485.83'

TREE LINE

MATCHLINE SEE SHEET 8

CERTIFIED TO BE TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON
THE GROUND THIS 20TH DAY OF OCTOBER, 2020.

William V. Perry
WILLIAM V. PERRY
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4699

LEGEND
R.P.R.C.C.T. REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. DBED RECORDS, COLLIN COUNTY, TEXAS
VOL. VOLUME
PG. PAGE

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USA PROFESSIONAL SERVICES GROUP, INC.

CIVIL ENGINEERS - SURVEYORS PLANNERS - LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERING FIRM F-1845
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1526 Vicaroy Drive
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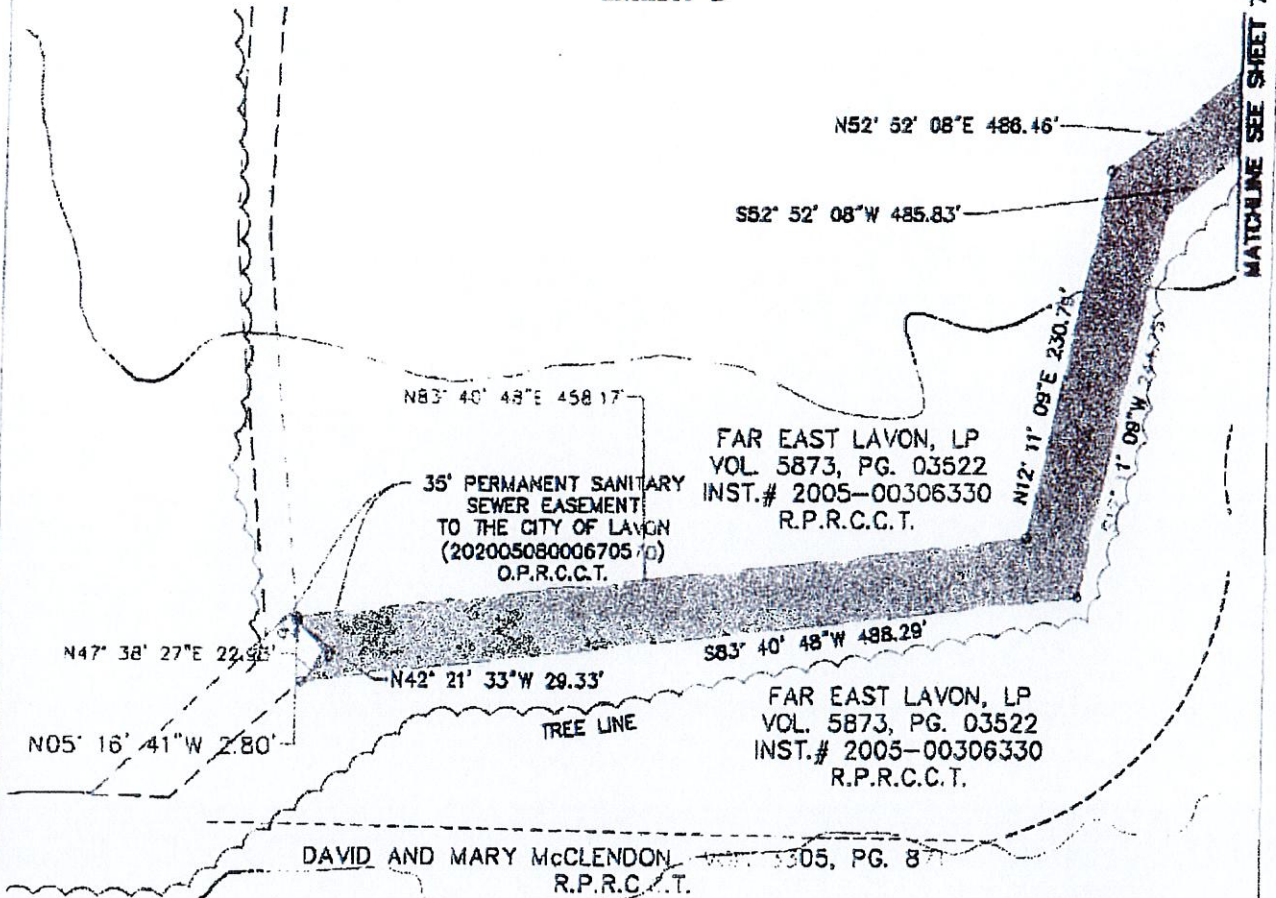
128,286 SQUARE FEET / 2.945 ACRES
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CITY OF LAVON, TEXAS
COLLIN COUNTY, TEXAS
OCTOBER 2020

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SHEET 7 OF 8

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EXHIBIT "B"



CERTIFIED TO BE TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON THE GROUND THIS 20TH DAY OF OCTOBER, 2020.

William V. Perry
 WILLIAM V. PERRY
 REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4699

LEGEND
 R.P.R.C.C.T. REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
 M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
 VOL. VOLUME
 PG. PAGE

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SHEET 3 OF 3

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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/21/2020 04:50:22 PM
\$38.00 ALLASIK
20201221002299630

Stacey Kemp



CITY OF LAVON Agenda Brief

MEETING: April 20, 2021

ITEM: 8 – A

Item:

Discussion and action regarding Resolution No. 2021-04-03 approving and authorizing the Mayor to execute a facilities development agreement with the developer of the Lake Breeze Addition.

Application Information

Owner(s): Lavon 678 Development, LLC

Applicant: Bryan Klein, ION Design Group LLC

Location: Southwest of the intersection of SH 78 and FM 6/Lake Road (CR 486) and east of and adjacent to Bently Farms

Description: Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2152129), (59.273 acres)

Current Zoning: Planned Development – Mixed Use (PD-MU) residential and commercial uses

Background:

In connection with the final plat of the Lake Breeze Addition, a Facilities Development Agreement has been prepared. The agreement includes provisions relating to infrastructure installation, offsite infrastructure, design regulations, and capacity.

The City Attorney has reviewed the agreement and approval is recommended.

The final plat is scheduled for consideration by the Planning and Zoning Commission on April 27, 2021 and the City Council on May 4, 2021.

Staff Notes:

Approval is recommended.

Attachments: 1) Resolution and Agreement
2) Location Exhibit

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-04-03

Facilities Development Agreement – Lake Breeze

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAVON, TEXAS APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE A FACILITIES DEVELOPMENT
AGREEMENT WITH DEVELOPER OF THE LAKE BREEZE
ADDITION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

SECTION 1. The City Council has reviewed and desires to approve and authorize the Mayor to execute the Facilities Development 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 20th day of April 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-04-03

EXHIBIT A

FACILITIES DEVELOPMENT AGREEMENT

FACILITIES DEVELOPMENT AGREEMENT

A **FACILITIES DEVELOPMENT AGREEMENT** (the "Agreement") between the City of Lavon, Texas, a general law municipality located within Collin County, Texas, (the "City"), and the undersigned Developer, (the "Developer"), (the City and the Developer each individually, a "Party" and collectively the "Parties") of the Lake Breeze Addition Phase 1, (the "Addition") to the City of Lavon, Collin County, Texas, for the installation of certain community facilities located therein and described herein, and to provide city services thereto. It is understood by and between the Parties that this Agreement is applicable to the estimated 109 residential lots and 27.31 acres of commercial property contained within the Addition and to the off-site improvements necessary to support the Addition to be effective on the 12 day of MARCH, 2021 (the "Effective Date").

RECITALS

WHEREAS, the City is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas within Collin County, Texas; and

WHEREAS, the Developer is a Texas limited partnership whose principal office is located in Lavon, Texas; and

WHEREAS, the Developer plans to develop in an approximately 33.177-acre tract of land more particularly described by metes and bounds in Exhibit A and depicted on Exhibit B attached hereto (the "Property"); and

WHEREAS, as of the Effective Date, Lavon 678 Corp. LLC owns the Property; and

WHEREAS, the Bear Creek Special Utility District ("BCSUD") holds a water certificate of convenience and necessity (a "CCN") for the Property; and

WHEREAS, the City of Lavon has sole authority for the provision of sanitary sewer services for the Property; and

WHEREAS, the development of the Property will require the following improvements to specific roads, sewer, water, drainage – attached hereto as Exhibit B; and

WHEREAS, the development of the property will require certain on-site public improvements including streets and roads; drainage; water; sanitary sewer and other utility systems; parks, open space, landscaping and trail systems; and land for on-site public improvements, described on Exhibit C (collectively, the "On-Site Public Improvements"); and

WHEREAS, certain off-site public improvements necessary to provide adequate access and bring water and sanitary sewer service to the Property, as further described on Exhibit D (collectively, the "Off-Site Public Improvements"); and

WHEREAS, the Off-Site Public Improvements will be constructed within existing right-of-way or will be constructed in easements; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon such Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

I. REPRESENTATIONS

- A. Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.
- B. Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been authorized to do so.

II. GENERAL REQUIREMENTS

- A. It is agreed and understood by the Parties hereto that the Developer shall employ, at its sole cost, a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all facilities covered by this Agreement.
- B. The Developer agrees to cause to be furnished to the City maintenance bonds, letters of credit or cash escrow amounting to 100% of the cost of construction of underground utilities and 100% of the construction cost for paving. These maintenance bonds, letters of credit or cash escrow will be for a period of two (2) years and will be issued prior to the final City acceptance of the public improvements. The maintenance bonds, letters of credit or cash escrow will be supplied to the City by the contractors performing the work, and the City will be named as the beneficiary if the contractors fail to perform any required maintenance.

- C. It is further agreed and understood by the Parties hereto that upon acceptance of City public infrastructure by the City, title to all facilities and improvements mentioned hereinabove shall be vested in the City and Developer hereby relinquishes any right, title or interest in and to said facilities or any part thereof. It is further understood and agreed that until the City accepts such improvements, the City shall have no liability or responsibility in connection with any such facilities. Acceptance of the facilities shall occur at such time that the City, through its City Administrator or duly authorized representative, provides Developer with a written acknowledgement that all facilities are complete, have been inspected and approved and are being accepted by the City. The Developer agrees that the exactions on this project are roughly the same as the improvements in the subdivision.
- D. On all public facilities included in this Agreement for which Developer awards his own construction contract, Developer agrees to the following procedure:
1. Developer agrees to pay the following:
 - a. Inspection fees equal to four percent (4%) of the project cost of the street, drainage and sanitary sewer facilities, on all facilities included in this Agreement for which Developer awards his or her own construction contract, to be paid prior to construction of each phase and based on actual bid construction cost;
 - b. All Third-Party Laboratory Testing (e.g., subgrade density, concrete strength, pipeline testing, etc.);
 - c. The additional charge for inspections during Saturday, Sunday, holidays, and outside of normal working hours;
 - d. Any charges for re-testing as a result of failed tests;
 - e. All gradation tests required to insure proper cement and/or lime stabilization.
 2. The Developer agrees to hire a City-approved laboratory to conduct the following and Developer will be billed directly by the vendor:
 - a. All nuclear density tests on the roadway subgrade;
 - b. Technicians time for preparing concrete cylinders;
 - c. Concrete cylinder tests and concrete coring samples; and
 - d. Pipeline, manhole, related infrastructures tests, etc.

The City can delay connection of buildings to sanitary sewer service lines constructed under this Agreement until said sanitary sewer service lines have been completed to the satisfaction of and acceptance by the City. In addition, acceptance of the water mains by the BCSUD must be provided. **IN THE EVENT THAT SUCH CONNECTION TO SANITARY SEWER SERVICE LINES IS DELAYED BY THE CITY, THE DEVELOPER AGREES TO RELEASE, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES**

RESULTING FROM ANY DELAYS IN PROVIDING SANITARY SEWER SERVICE.

- E. The Developer and any third-party, independent entity engaged in the construction of houses, (hereinafter referred to as "Builder") will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in said Addition which have not been sold to third parties. After fifteen (15) days' written notice, should the Developer or Builder fail in this responsibility, the City may contract for this service and bill the Developer or Builder for reasonable costs. Should such cost remain unpaid for 120 days after written notice, the City can file a lien on such property so maintained.
- F. Any guarantee of payment instrument (Performance Bond, Letter of Credit, etc.) submitted by the Developer or Contractor on a form other than the one which has been previously approved by the City as "acceptable" shall be submitted to the City Attorney and this Agreement shall not be considered in effect until such City Attorney has approved the instrument. Approval by the City shall not be unreasonably withheld or delayed.
- G. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City Administrator, shall retain the right to reject any surety company as a surety for any work under this or any other Developer's Agreement within the City regardless of such company's authorization to do business in Texas. Approval by the City shall not be unreasonably withheld or delayed.

III. FACILITIES

Public infrastructure facilities will be designed and constructed in accordance with the City's adopted Standard Construction Details, as may be amended from time to time by the City Council.

A. ON SITE WATER

The Developer hereby agrees to install water facilities to service lots as shown on the final plat of the Addition. Water facilities will be installed in accordance with plans and specifications to be prepared by the Developer's engineer and released by the City after BCSUD review and approval. Further, the Developer agrees to complete this installation in accordance with the latest requirements of BCSUD, city ordinance or regulations and shall be solely responsible for all construction costs, materials and engineering.

B. DRAINAGE

Developer hereby agrees to construct the necessary drainage facilities within the Addition. These facilities shall be in accordance with the plans and specifications to be prepared by Developer's engineers and approved by the City. Plans and specifications shall conform to current City Standard Construction Details in effect at the time of Final Plat submission. The Developer hereby agrees to fully comply with all EPA and TCEQ requirements relating to the planning, permitting and management of storm water which may be in force at the time that

development proposals are being presented for approval by the City. The Developer hereby agrees to comply with all provisions of the Texas Water Code. All drainage shall conform to current (at time of Final Plat submission) iSWMM standards as approved by the North Central Texas Council of Governments.

C. LAW COMPLIANCE

Developer hereby agrees to comply with all federal, state, and local laws that are applicable to development of this Addition.

D. STREETS

1. The street construction in the Addition shall conform to the requirements in accordance with plans and specifications to be prepared by the Developer's engineer and approved by the City. Plans and specifications shall conform to current City Standard Construction Details in effect at the time of Final Plat submission.
2. The Developer will be responsible for:
 - a. Installation and one-year operation cost of streetlights, which is payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge will be made for streetlights for the one-year duration.
 - b. Installation of all street signs designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard to fully comply with City Ordinances.
 - c. Installation of all regulatory signs recommended based upon the Texas Manual of Uniform Traffic Control Devices (TMUTCD), latest edition, as prepared by the Developer's engineer by an engineering study or direction by the Director of Public Works. It is understood that Developer may put in signage having unique architectural features, however, should the signs be moved or destroyed by any means the City is only responsible for replacement of standard signage.
3. All street improvements will be subject to inspection and approval by the City. No work shall begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are programmed. It is understood by and between the Developer and the City that this requirement is aimed at substantial compliance with the majority of the pre-planned facilities.

It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City as quickly

as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. SANITARY SEWER FACILITIES

The Developer hereby agrees to install on-site sanitary sewer collection facilities to service lots as shown on the final plat of the Addition. Sanitary sewer facilities will be installed in accordance with the plans and specifications to be prepared by the Developer's engineer and approved by the City. Plans and specifications shall conform to current City Standard Construction Details in effect at the time of Final Plat submission. Further, the Developer agrees to complete this installation in compliance with all applicable city ordinances, regulations and codes and shall be responsible for all construction costs, materials and engineering. In the event that certain sewer lines are to be oversized because of City requirements, the City will reimburse the Developer for the oversize cost greater than the cost of a 12" line.

F. EROSION CONTROL

During construction of the Addition and after the streets have been installed, the Developer agrees to keep the streets free from soil build-up. The Developer agrees to use soil control measures, such as those included in the NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Division 1000 EROSION AND SEDIMENT CONTROL to prevent soil erosion. It will be the Developer's responsibility to present to the City a soil control development plan that will be implemented for this Addition. When in the opinion of the Director of Public Works there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the Developer, the Developer will have seventy-two (72) hours to clear the soil from the streets or affected areas. If the Developer does not remove the soil from the street within 72 hours, the City may cause the soil to be removed either by contract or City forces and place the soil within the Addition at the Developer's expense. All expenses must be paid to the City prior to acceptance of the Addition.

After construction of the Addition and prior to acceptance by the City, the Developer agrees to have a permanent erosion control plan prepared and approved by the City and have the plan installed and working, effectively, in the opinion of the Director of Public Works. This erosion control will prevent soil erosion from the newly created lots from washing into street rights of way, drainage ways or other private property.

G. AMENITIES

It is understood by and between the City and Developer that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, and walls and may incorporate specialty signage and accessory facilities. The Developer agrees to accept responsibility, at its sole cost, for the construction and maintenance of all such aesthetic or specialty item such as walls, vegetation, signage, and landscaping,

street furniture, pond and lake improvements until such responsibility is turned over to a fully functioning homeowners association.

H. **USE OF PUBLIC RIGHT-OF-WAY**

It is understood by and between the City and Developer that the Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the Addition. The Developer agrees to maintain these amenities, at its sole cost, until such responsibility is turned over to a fully functioning homeowners association. **THE DEVELOPER AND HIS SUCCESSORS AND ASSIGNS UNDERSTAND THAT THE CITY SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF THESE AMENITIES UNDER ANY CIRCUMSTANCES AND FURTHER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER BY REASON OF INJURY TO PROPERTY OR THIRD PERSON OCCASIONED BY ITS USE OF THE PUBLIC RIGHT-OF-WAY WITH REGARD TO THESE IMPROVEMENTS AND THE DEVELOPER SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ALL SUCH CLAIMS AND DEMANDS.**

I. **START OF CONSTRUCTION**

Before the construction of the streets, sanitary sewer, or drainage facilities can begin, the following shall take place:

1. At least one (1) large sheet set and three 11x17 sets of construction plans to be stamped "Released for Construction" by the City.
2. All fees required to be paid to the City.
3. Facilities Development Agreement must be executed.
4. The Developer, or contractor, shall furnish to the City a policy of general liability insurance, naming the City as co-insured, prior to commencement of any work. All insurance must meet the **Requirements of Contractor's Insurance** attached hereto as Exhibit E and incorporated herein for all purposes.
5. A pre-construction meeting between Developer and City is required. Developer or contractor shall furnish to the City a list of all subcontractors and suppliers that will be providing greater than a \$1,000 value to the Addition.

IV. **GENERAL PROVISIONS**

A. **INDEMNIFICATION**

DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL

PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES, SAID INDEMNIFICATION TO REMAIN IN EFFECT UNTIL THE CITY ACCEPTS THE ADDITION.

B. DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE

BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

(IV) THIS AGREEMENT SHALL CONFER NO VESTED RIGHTS ON THE PROPERTY, OR ANY PORTION THEREOF, UNLESS SPECIFICALLY ENUMERATED HEREIN. IN ADDITION, NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE, DEVELOPER ACKNOWLEDGES AND AGREES ON ITS OWN BEHALF THAT THIS AGREEMENT IS NOT REQUIRED BY CITY FOR DEVELOPER TO DEVELOP ITS PROPERTY. DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT.

(b) THIS SECTION IV(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- C. Developer acknowledges that an element of consideration for City to enter in to this Agreement is Developer's indemnification, release and assignment of claims contained in this Section IV.
- D. Venue of any action brought hereunder shall be in Lavon, Collin County, Texas.
- E. Approval by the Director of Public Works or other City employee of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that

approval by the Director of Public Works signifies the City's approval on only the general design concept of the improvements to be constructed.

- F. This Agreement or any part herein, or any interest herein, shall not be assigned by the Developer without the express written consent of the City Administrator, which shall not be unreasonably withheld or delayed.
- G. On all facilities included in this Agreement for which the Developer awards its own construction contract, the Developer agrees to employ a construction contractor who is approved by the City, and whose approval shall not be unreasonably withheld or delayed, said contractor to meet City and statutory requirements for being insured, licensed and bonded to do work in public streets and to be qualified in all respects to bid on public streets and to be qualified in all respects to bid on public projects of a similar nature. A policy of general liability insurance is also required of the Contractor.
- H. The City is an exempt organization under Section 151.309, Tax Code, and the facilities constructed under this Agreement will be dedicated to public use and accepted by the City upon acknowledgement by the City of completion under Paragraph 1.F.
 - 1. The purchase of tangible personal property, other than machinery or equipment and its accessories, repair, and replacement parts, for use in the performance of this Agreement is, therefore, exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
 - a. necessary and essential for the performance of the Agreement; and
 - b. completely consumed at the job site.
 - 2. The purchase of a taxable service for use in the performance of this Agreement is exempt if the service is performed at the job site and if:
 - a. this Agreement expressly requires the specific service to be provided or purchased by the person performing the Agreement; or
 - b. the service is integral to the performance of the Agreement.
- I. Prior to final acceptance of the Addition, the Developer shall provide to the City one (1) hard copy and one (1) DVD or flash-drive type media of electronic (.pdf) of Record Drawings of the Addition, showing the facilities as actually constructed.
- J. Such drawings will be stamped and signed by a Texas registered professional civil engineer. In addition, the Developer shall provide CAD base map files showing all lot lines, easements, streets and utilities and tie into the State Plane Coordinate System.
- K. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as

evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail. Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: City Administrator
City of Lavon
P.O. Box 340
Lavon, Texas 75166
E-mail: kim.dobbs@cityoflavon.org
TEL: (972) 843-4220

With a copy to: Attn: Julie Fort
Messer, Fort, McDonald P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer: Attn: William Sorrels
Lavon 678 LLC
1591 Lake Rd.
Lavon, TX 75166
Email: willmsorrels@hotmail.com
TEL: 214-778-7272

- L. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- M. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.
- N. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any

reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

- O. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- P. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.
- Q. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.
- R. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- S. The following Exhibits are attached to this Agreement and are part of this Agreement:

| | |
|-----------|------------------------------------------|
| Exhibit A | Metes and Bounds Description of Property |
| Exhibit B | Depiction of Property with Phasing |
| Exhibit C | On-Site Public Improvements |
| Exhibit D | Off-Site Public Improvements |
| Exhibit E | Insurance Requirements |
| Exhibit F | Zoning Concept Plan |

V. OTHER ISSUES

A. OFF-SITE DRAINAGE

Improvements will be provided in accordance with the flood study as approved by the City Engineer.

B. OFF-SITE SANITARY SEWER

1) The Addition is to be developed in phases, as shown on Exhibit B hereto and is anticipated to have approximately 194 equivalent single-family wastewater connections ("ESFCs"), (109 residential lots and 27.371 commercial acres).

2) In order to connect the Addition to the wastewater facilities of the City, the Developer will tie into the existing 24"/21"/15" wastewater pipeline, which extends from the Bear Creek WWTP northeasterly to a point approximately 1,500 linear feet north of FM 2755 (the "Bear Creek Trunk Sewer"), and LakePointe Phase 1 onsite ("S-3" and portion of "S-1" per Development Plans for LakePointe Phase 1 dated July 14, 2020) and 10"/15" offsite wastewater pipeline (collectively, the "LakePointe Sewer").

3) The Bear Creek Trunk Sewer and LakePointe Sewer wastewater pipelines have been sized to serve the Addition and certain other properties located near the Addition.

4) Capacity and Share of Bear Creek Trunk Line and LakePointe Sewer

- a) Capacity. The City shall set aside and continuously maintain sufficient capacity within the City System, including the Bear Creek Trunk Sewer and LakePointe Sewer, to provide wastewater service adequate to serve the Addition at full build-out.
- b) Timing. The Parties agree and acknowledge that the Developer shall proceed at its own pace to develop the Addition. Upon completion of all or a phase of the Internal Facilities necessary to serve all or a portion of the Property, and connection of those Internal Facilities to the LakePointe Sewer, the City shall commence providing retail wastewater service to that portion of the Property ready to be served.
- c) Bear Creek Trunk Sewer and LakePointe Sewer Capacity Fee and Reservation. The Parties agree and acknowledge that the Bear Creek Trunk Sewer and LakePointe Sewer is necessary to provide wastewater services to the Addition. Construction of the Bear Creek Trunk Sewer and LakePointe Sewer have been completed by third-party developers with a total cost of \$1,836,600.48. For the purpose of this pro-rata share calculation, commercial district land

use shall have an equivalency of 3.1 equivalent residential units per acre. The City and the Developer agree that Developer's pro-rata share of the costs of the design, engineering, and construction of the Sewer Connection, based upon 194 ESFCs (109 residential lots and 27.371 commercial acres), is \$151,446.81 ("Developer's Pro-rata"). or \$780.65 per equivalent single-family wastewater connection (ESFC). Upon payment of Developer's Pro-rata as set forth in Exhibit D of this Agreement, the City shall reserve and guarantee wastewater capacity in the City System for every equivalent single-family wastewater connection on the final plat for which the Developer's Pro-rata was paid. The Parties agree and acknowledge that should additional ESFCs be required to provide service to amenity centers or recreational facilities on platted lot(s), the City shall provide such capacity.

- d) Payments for the Bear Creek Trunk Sewer and LakePointe Sewer. The Developer shall pay Developer's Pro-rata for wastewater capacity on a ESFC per phase basis paid when the Final Plat and construction plans are approved for such lots as set forth in Exhibit D. The final plat shall not be filed with the county and the construction plans shall not be released by the City until Developer's Pro-rata for every ESFC on such final plat has been paid to the City. The Developer shall not be responsible for the payment of any portion of the Bear Creek Trunk Sewer or LakePointe Sewer other than Developer's Pro-rata.

C. PARK LAND

The Developer shall construct, own and maintain, at its sole cost, eight foot (8') concrete walks as referenced in Exhibit F. The walk design shall be approved by the City Engineer. The walks shall be owned and maintained by the Homeowners Association and shall be open to the public's use.

The Homeowners Association shall own and maintain the common areas, any medians, the landscape buffers abutting public roadways and the open space dedicated along the southern boundary of the development.

D. FENCES AND WALLS

All retaining walls greater than 48" in height are to be designed by a professional engineer licensed in the State of Texas. Certification that the walls have been constructed in accordance with the design shall be provided to the City prior to final acceptance of the Addition.

All retaining walls and common area fencing shall be constructed within a wall/fence maintenance easement and/or HOA maintained common area/tract. The Developer agrees to maintain these walls and fences, at its sole cost, until such responsibility is turned over to a fully functioning homeowners association.

E. DESIGN GUIDELINES

1) RETAIL DISTRICT STANDARDS

- a) No service canopies, drive-thru lanes, service doors for auto or similar service shall face the public street nor a residential lot or residential zoning district unless a conditional use permit is granted. (E.1.)
- b) Architectural and/or landscape elements shall be designed to provide shade on the south and west exposures to protect patrons in plazas, patios and other public spaces. (E.5.)
- c) Accessory structures such as trash enclosures, utility services, telecommunication equipment and heating/cooling systems shall be screened from view of neighboring buildings, sites and roadways. Materials to screen around these systems shall match or compliment adjacent building materials. Gates shall not allow for view of the contents of the enclosure. (E.8.)
- d) All sides of a building shall be designed with consistent architectural and façade elements. Roofline silhouettes shall be broken up through the use of large cornices, changes in parapet heights, or other techniques such as awnings, bulb-outs, and reliefs. At least fifty percent (50%) of the total façade shall use features such as windows, awnings, entryways, columns, architectural relief to discourage long expanses of bare wall. All exterior metals and plastics (vents, flashings, and gutters) shall be screened from view, painted or treated to blend in with the adjacent surrounding materials. (E.10.)
- e) All glass, plastic or other transparent materials shall be treated to eliminate reflective glare. (E.11.)

2) RESIDENTIAL DISTRICT STANDARDS

- a) There shall be no duplication of the same house elevation or exterior color palette within three adjacent lots on either side of the lot or on the lot directly across the street.
- b) All elevations of residential structures (excluding doors and windows) shall be 80% masonry or stone construction as the primary building material; except the rear elevation may be a minimum of 50% masonry or stone if the remainder of the rear elevation is constructed of cementitious fiberboard.
- c) Cementitious fiberboard shall be used as a secondary façade material in locations where wood material would be utilized; when

installed as overlapping boards, cementitious fiberboard shall be installed horizontally.

- d) Vinyl siding or similar façade materials shall be prohibited.
- e) All roofs will have a minimum roof pitch of 8:12 within 80% of the roof area.
- f) Roof shingles throughout the development shall have the same color tones and be a minimum 30-year asphalt composition.
- g) Heating and air conditioning equipment shall be located in rear yards unless inside main fenced yard area.

Signature Pages Follow

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER: Lavon 678 LLC

By: William Sorrels

Title: Managing Member

Address: 1591 Lake Rd.
Lavon, TX 75166

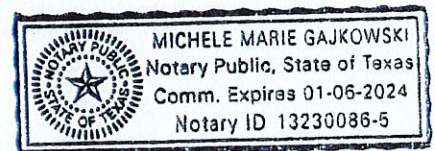
STATE OF TEXAS

COUNTY OF COLLIN

On MARCH 12, 2022, before me, MICHELE GAJKOWSKI, Notary Public, personally appeared William Sorrels, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Marglyn Mantson
WITNESS my hand and official seal.

[Signature]
Notary Public



(SEAL)

My commission expires: 1/6/24

CITY OF LAVON, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

Date: _____

EXHIBIT A

PROJECT NO. 190061
59.273 ACRES
JULY 11, 2019



BEING A TRACT OF LAND LOCATED IN THE S.M. RANIER SURVEY, ABSTRACT NO. 740, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO LAVON 678 DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NO. 20190522000575640, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 78, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH COMMON CORNER OF SAID LAVON 678 DEVELOPMENT TRACT AND BENTLY FARMS, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THERE OF RECORDED IN CABINET M, SLIDE 189, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.);

THENCE NORTH 00°54'13" EAST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID ADDITION, PASSING A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID ADDITION AND BENTLY FARMS PHASE TWO, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, SLIDE 169, M.R.C.C.T., AND CONTINUING NORTHERLY, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE TWO, FOR A TOTAL DISTANCE OF 1,275.00 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF BENTLY FARMS PHASE THREE, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, SLIDE 56, M.R.C.C.T. AT THE NORTHEAST CORNER OF SAID BENTLY FARMS PHASE TWO;

THENCE SOUTH 89°54'53" EAST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE THREE, A DISTANCE OF 218.76 FEET TO A 1/2-INCH IRON ROD WITH AN ORANGE CAP (ILLEGIBLE) FOUND AT THE SOUTHEAST CORNER OF SAID BENTLY FARMS PHASE THREE;

THENCE NORTH 08°52'29" WEST, CONTINUING ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE THREE, A DISTANCE OF 1,169.81 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID BENTLY FARMS PHASE THREE AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO DONALD M. BROCK, RECORDED IN INSTRUMENT NO. 20101101001187570, O.P.R.C.C.T.;

THENCE NORTH 10°18'42" WEST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BROCK TRACT, A DISTANCE OF 140.98 FEET TO A 1/2-INCH IRON ROD WITH A YELLOW CAP STAMPED "RHODES SURVEYING" FOUND AT THE EAST COMMON CORNER OF SAID BROCK TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO VICTORIA MEIRELES, RECORDED IN INSTRUMENT NO. 20190110000032130, O.P.R.C.C.T., SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SCOTT EVANS, RECORDED IN INSTRUMENT NO. 20190522000575660, O.P.R.C.C.T.;

THENCE NORTH 79°47'22" EAST, LEAVING SAID COMMON LINE AND ALONG THE SOUTH LINE OF SAID EVANS TRACT, A DISTANCE OF 410.48 FEET TO THE SOUTHEAST CORNER OF SAID EVANS TRACT;

THENCE NORTH 00°31'02" EAST, ALONG THE EAST LINE OF SAID EVANS TRACT, A DISTANCE OF 568.43 FEET TO A POINT IN COUNTY ROAD 486 AND THE NORTH LINE OF SAID LAVON 678 DEVELOPMENT TRACT AT THE NORTHEAST CORNER OF SAID EVANS TRACT;

THENCE SOUTH 89°28'18" EAST, ALONG THE NORTH LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID COUNTY ROAD, A DISTANCE OF 760.88 FEET TO A PK NAIL FOUND AT THE NORTH COMMON CORNER OF SAID LAVON 678 DEVELOPMENT TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NO. 20120329000364840, O.P.R.C.C.T.;

THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINES OF SAID STATE OF TEXAS TRACT. THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 01°08'51" EAST, A DISTANCE OF 39.57 FEET TO AN ALUMINUM DISK STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" (TXDOT MONUMENT) FOUND FOR CORNER;

SOUTH 71°57'36" EAST, A DISTANCE OF 207.76 FEET TO A POINT FOR CORNER;

NORTH 89°32'49" EAST, A DISTANCE OF 130.00 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 09°18'37" EAST, A DISTANCE OF 195.44 FEET TO A TXDOT MONUMENT FOUND FOR CORNER IN SAID WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 78, AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°21'05", A RADIUS OF 5,669.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°05'10" WEST, 1,905.79 FEET;

THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 1,914.88 FEET TO A 1/2-INCH IRON ROD (POSSIBLE TXDOT MONUMENT MISSING CAP) FOUND FOR CORNER;

SOUTH 33°43'13" WEST, A DISTANCE OF 1,011.55 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 36°35'49" WEST, A DISTANCE OF 99.87 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 33°43'13" WEST, A DISTANCE OF 295.82 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2,581,937 SQUARE FEET OR 59.273 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL DISTANCES AND AREAS ARE SURFACE MEASUREMENTS.



SEAN SHROPSHIRE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5674
TBPLS FIRM REGISTRATION NO. 10194367
JULY 12, 2019



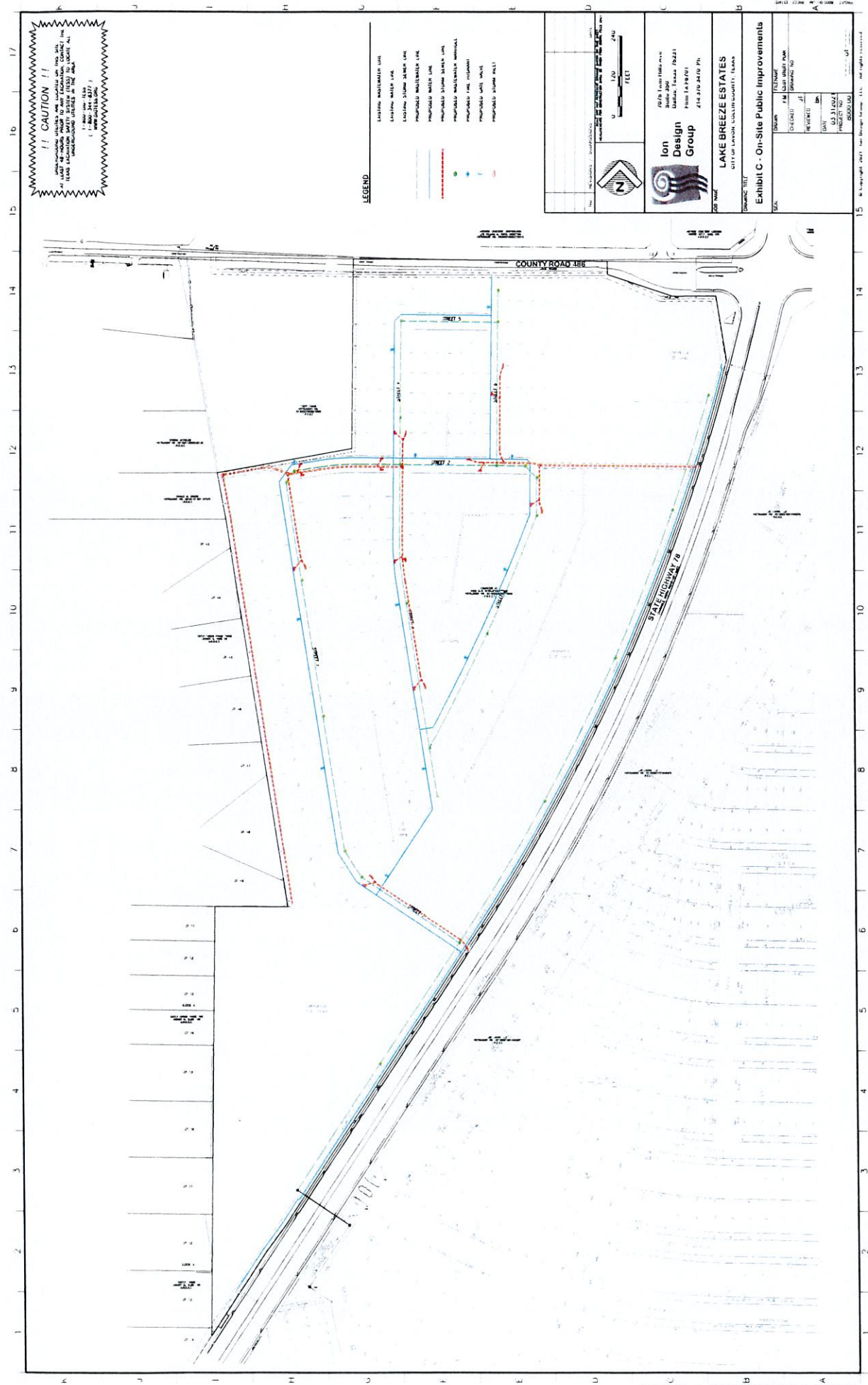


EXHIBIT C

EXHIBIT E

REQUIREMENTS FOR CONTRACTOR'S INSURANCE

Contractor's Insurance

1. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract, the CONTRACTOR shall purchase and maintain the following minimum insurance coverages with companies duly approved to do business in the State of Texas and satisfactory to the CITY. In this section "Project" shall mean the public facilities to be constructed by Developer or under Developer's contract with a CONTRACTOR. Coverages shall be of the following types and not less than the specified amounts:

- a. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the CITY; employer's liability insurance of not less than the minimum statutory amounts.
- b. Commercial general liability insurance, including premises- operations; independent CONTRACTOR's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring CONTRACTOR's (or Subcontractor's) liability for injury to or death of CITY's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate \$2,000,000

Bodily Injury \$1,000,000 Each Occurrence

Property Damage \$1,000,000 Each Occurrence

Products-Components/Operations Aggregate...\$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

(With Employment Exclusion deleted)

Each Occurrence \$ 1,000,000

Contractual Liability:

Bodily Injury \$1,000,000 Each occurrence

Property Damage \$1,000,000 Each occurrence

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with CITY.

- c. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of

\$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

d. Property Insurance (Builder's All Risk)

- (i) CONTRACTOR shall purchase and maintain, at all times during the term of its Contract with the Developer property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the CITY has an insurable interest in the property required by this paragraph to be covered, whichever is later. This insurance shall include interests of the CITY, the CONTRACTOR, Subcontractors and Sub-Subcontractors in the Project.
- (ii) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such insured loss.
- (iii) If the insurance required by this paragraph requires deductibles, the CONTRACTOR shall pay costs not covered because of such deductibles.
- (iv) This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

e. OWNER's Protective Liability Insurance:

- (i) CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under the contract between the CONTRACTOR and the Developer, a CITY's protective liability insurance policy naming the CITY as insured for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR's operations under the contract.
- (ii) Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR's liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.

f. "Umbrella" Liability Insurance:

The CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the term of the Contract between the CONTRACTOR and the Developer, insuring CONTRACTOR for an amount of not less than \$5,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Policy Endorsements

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
 - a. names the CITY as an additional insured as to all applicable policies;
 - b. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to CITY is required;
 - c. the term "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the CITY and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the CITY;
 - d. the policy phrase "other insurance" shall not apply to the CITY where the CITY is an additional insured on the policy.

2. *Special Conditions*

- a. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
 - i. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. The CITY's decision thereon shall be final;
 - ii. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - iii. all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- b. CONTRACTOR agrees to the following:

- i. **CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the CITY, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;**
- ii. companies issuing the insurance policies and CONTRACTOR shall have no recourse against the CITY for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- iii. approval, disapproval or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR (or any Subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents or this Agreement. Neither shall be bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability;
- v. deductible limits on insurance policies exceeding \$10,000 require approval of the CITY;
- vi. any of such insurance policies required under this paragraph may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;
- vii. prior to commencement of operations pursuant to this Contract, the Developer or the Developer's CONTRACTOR shall furnish the CITY with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement;
- viii. CONTRACTOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverages to the CITY in a timely manner;
- ix. CONTRACTOR agrees to either require its Subcontractors to maintain the same insurance coverage and limits as specified for the CONTRACTOR or coverage of Subcontractors shall be provided by the Contract; and
- x. Prior to the effective date of cancellation, CONTRACTOR shall deliver to the CITY a replacement certificate of insurance or proof of reinstatement.

EXHIBIT F

LAKE BREEZE ESTATES CONCEPT PLAN

17 Lots_75' x 170'
16 Lots_65' x 130'
62 Lots_65' x 120'
12 Lots_60' x 120'
2 Lots_65' x 116'

Park/Landscaped Open
Space and Potential
Detention Area
3.0 Acres



0 150 300

COLLIN COUNTY, TEXAS

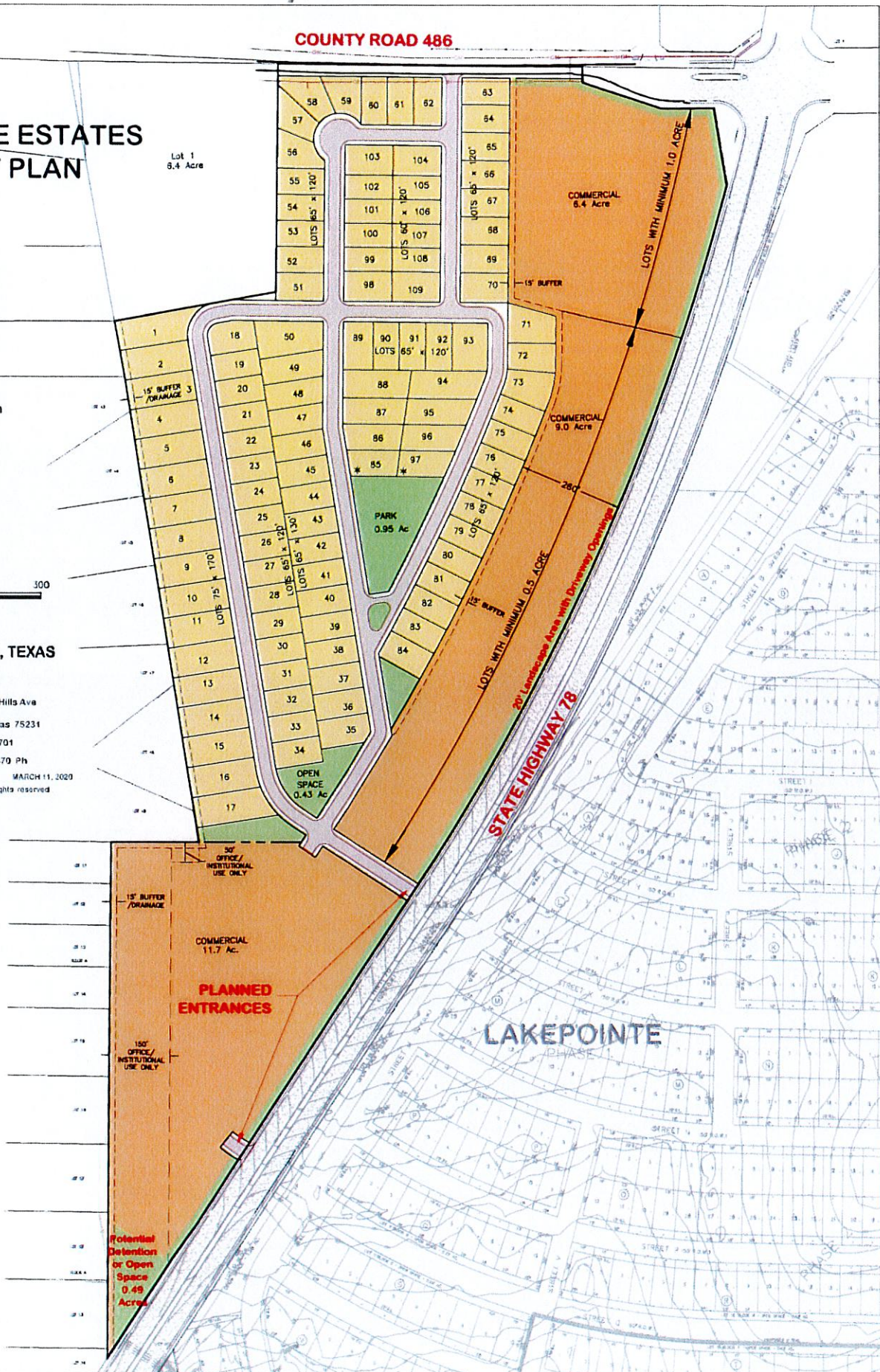


**Ion
Design
Group**

7075 Twin Hills Ave
Suite 350
Dallas, Texas 75231
Firm TX F6701
214.370.3479 Ph

MARCH 11, 2020

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[illegible]

59





CITY OF LAVON

Agenda Brief

MEETING: April 20, 2021

ITEM: 8 - B

Item:

Public hearing, discussion, and action regarding the application of Lavon Family Dental for variances to Section 4.05.008 Approved Signs and Standards (b)(3) Wall of the Code of Ordinances to permit 1) a sign that is 3.16' larger than permitted and 2) an additional sign that is one more sign than permitted at 410 SH 78, Lavon, Texas.

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

Background Information

Owner(s): Casey Draper, Lavon Family Dental

Applicant: David Terrill, Dave's Signs

Location: 410 SH 78
Southeast corner of the intersection of SH 78 and Lake Road

Property Description: Lavon Business Park (CLA), Block A, Lot 6R2; Replat
City of Lavon, Collin County, Texas

Current Zoning: Retail (R)

Request: Sign Variance

Lavon Family Dental is relocating their practice to the stand-alone building at 410 SH 78 at the southwest corner of the intersection of SH 78 and Lake Road. Lavon Family Dental would like to remove the signs installed at their former office space and place them on their new office.

The applicant is seeking two variances to Section 4.05.008 Approved Signs and Standards (b)(3) Wall of the Code of Ordinances to permit 1) a sign that is 3.16' larger than permitted and 2) an additional sign that is one more sign than permitted. The property has a permitted illuminated monument sign. The applicant has indicated that they do not intend to request permission to rotate messages on the electronic sign.

Code Excerpt:

Lavon Code of Ordinances

Section 4.05.008 – Approved Signs and Standards

(b) Approved permanent signs

(3) Wall signs

(3) Wall signs. There may be one sign per building that is permanently affixed to the building, not in any part mounted above the highest part of the building. The allowable size of the sign is as follows:

| Business Size | Sign Size |
|-------------------------|------------|
| Up to 1500 sq. ft. | 24 sq. ft. |
| 1501 - 3000 sq. ft. | 36 sq. ft. |
| 3001 - 6000 sq. ft. | 48 sq. ft. |
| 6001 sq. ft. and beyond | 60 sq. ft. |

Financial Implication:

None.

Staff Notes:

Unlike a variance to the zoning ordinance, a variance to the sign ordinance does not require proof of a hardship caused by the regulation. Approval is recommended.

Attachments:

- 1) Variance Application
- 2) Location exhibits

Home View Project

Project ID: 21-000313

Department: Building

20/03/2021

HOME

PROJECTS

| | |
|-----------------|-----|
| All | 305 |
| Active | 215 |
| Requested | 0 |
| Expired | 0 |
| Expiring | 4 |
| Pending Docs | 5 |
| Pending Archive | 1 |
| Archived | 10 |
| Suspended | 0 |
| On Hold | 0 |
| Manager Load | |

REVIEWS

INSPECTIONS

INVOICES

TOOLS

#21-000313 - Sign Variance (C)

Project Type: Sign Variance (C)

Department: Building Department

Applicant: CROSSROADS ELECTRIC

Project Manager: LaAnn McClendon

Overview

Reviews

Inspections

Payments

Documents

Updates

Comments

Contacts

ADDRESS

410 S State Hwy 78, Lavon
TX USA 75133
Proj ID: 2100313

[Details](#) | [Activity](#) | [Map](#) | [Edit](#)

DESCRIPTION

Channel letter signs for 2 sides of the building. The signs were fabricated and grandfathered in for the other building they are at and they are in moving locations and they are a little bigger than the allotted square footage based on the sign ordinance.

Project Steps

Information Fields

Fees

Credentials

Correction Items

Manage Information Fields

Field Name:

Value:

Site Address *

Please put the address of project.

410 S State highway 78, Lavon, TX

Company Making Submission Information

Name

Dave's Signs Auto Wraps

Address

PO BOX 102, McKinney, Texas 75070

Phone

2145517134

Fax #

Authorized Person

David Terrill

Owner Information

Name

Lavon Family Dental

Phone #

972-853-2100

Welcome, Name, Project

HOME

PROJECTS

| | |
|-----------------|-----|
| All | 305 |
| Active | 215 |
| Requested | 0 |
| Expired | 0 |
| Expiring | 4 |
| Pending Docs | 5 |
| Pending Archive | 0 |
| Archived | 30 |
| Suspended | 0 |
| On Hold | 0 |
| Manager Load | |

REVIEWS

INSPECTIONS

INVOICES

TOOLS

Authorized Person

David Terrill

Owner Information

Name

Lavon Family Dental

Phone

972-853-2100

Address

410 S. State Highway

Representative or Agent Information

Name

Phone Number

Existing Zoning

Reason for Request

(Include the type of conditional use requested, dimensions, materials and elevations. Attach a separate sheet if necessary and include supporting documentation.)

Reason

(Include the type of conditional use requested, dimensions, materials and elevations. Attach a separate sheet if necessary and include supporting documentation.)

Supporting Documentation

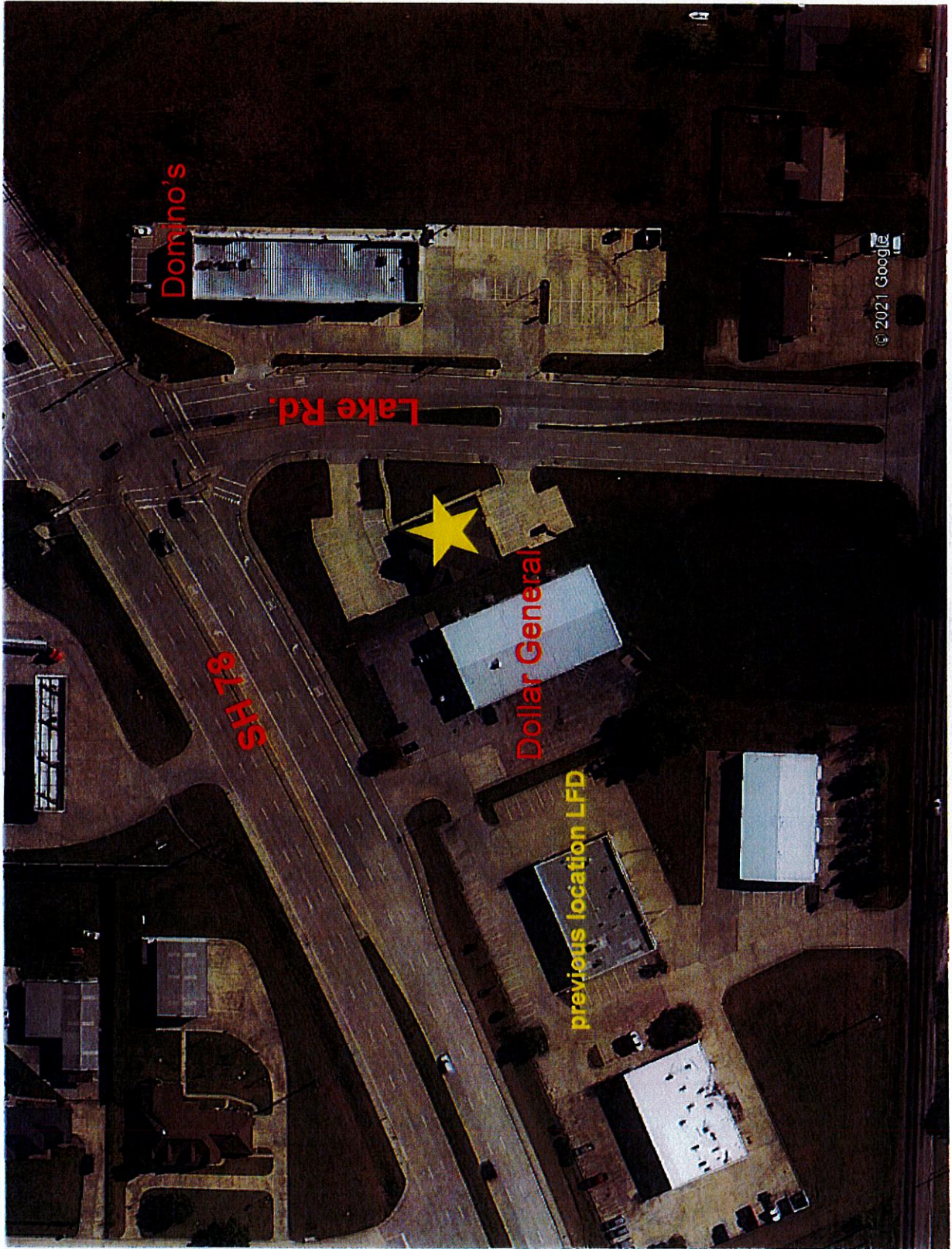
Attach a separate sheet if necessary and include supporting documentation.

Lavon Family Dental 2021 city rendering.pdf (427.59 KB) on 04/15/2021 at 16:49 by CROSSROADS ELECTRIC

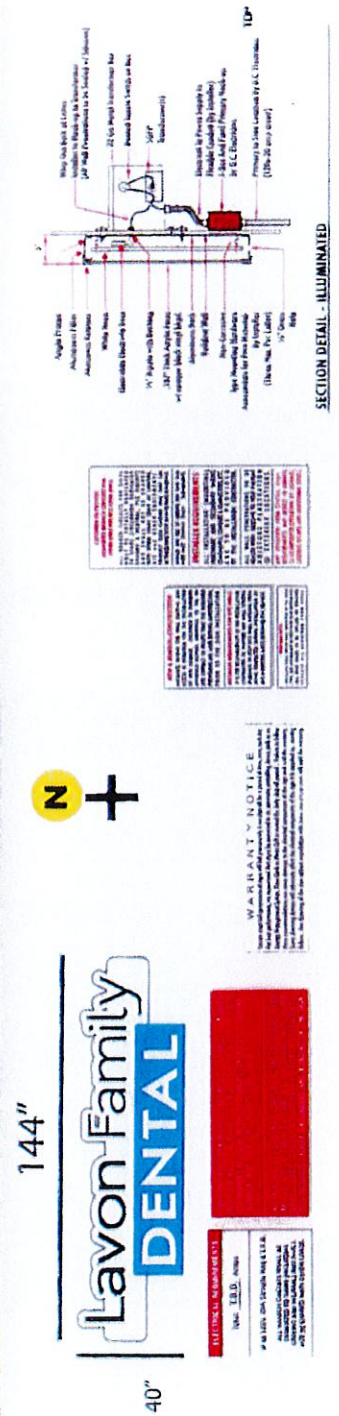
Upload & Attachments

Accepted filetypes: DOC, DOCX, RTF, PAGES, ODP, PPT, TXT, HTML, CSV, PDF, XLS, XLSX, NUMBERS, ODS, PDS, PPT, PPTX, KEYNOTE, ODP, PDDP, JPG, JPEG, GIF, PNG, TIFF

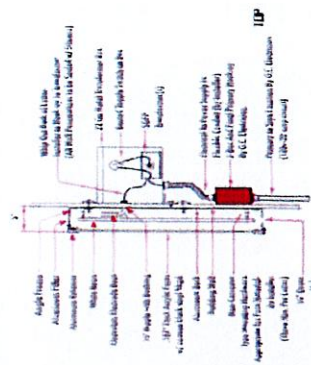
Lavon Family Dental – Location Exhibit



Lavon Family Dental – former location front sign



60'



SECTION DETAIL - ILLUMINATED

11576

Topic: **TSD** - *Design*

[illegible]

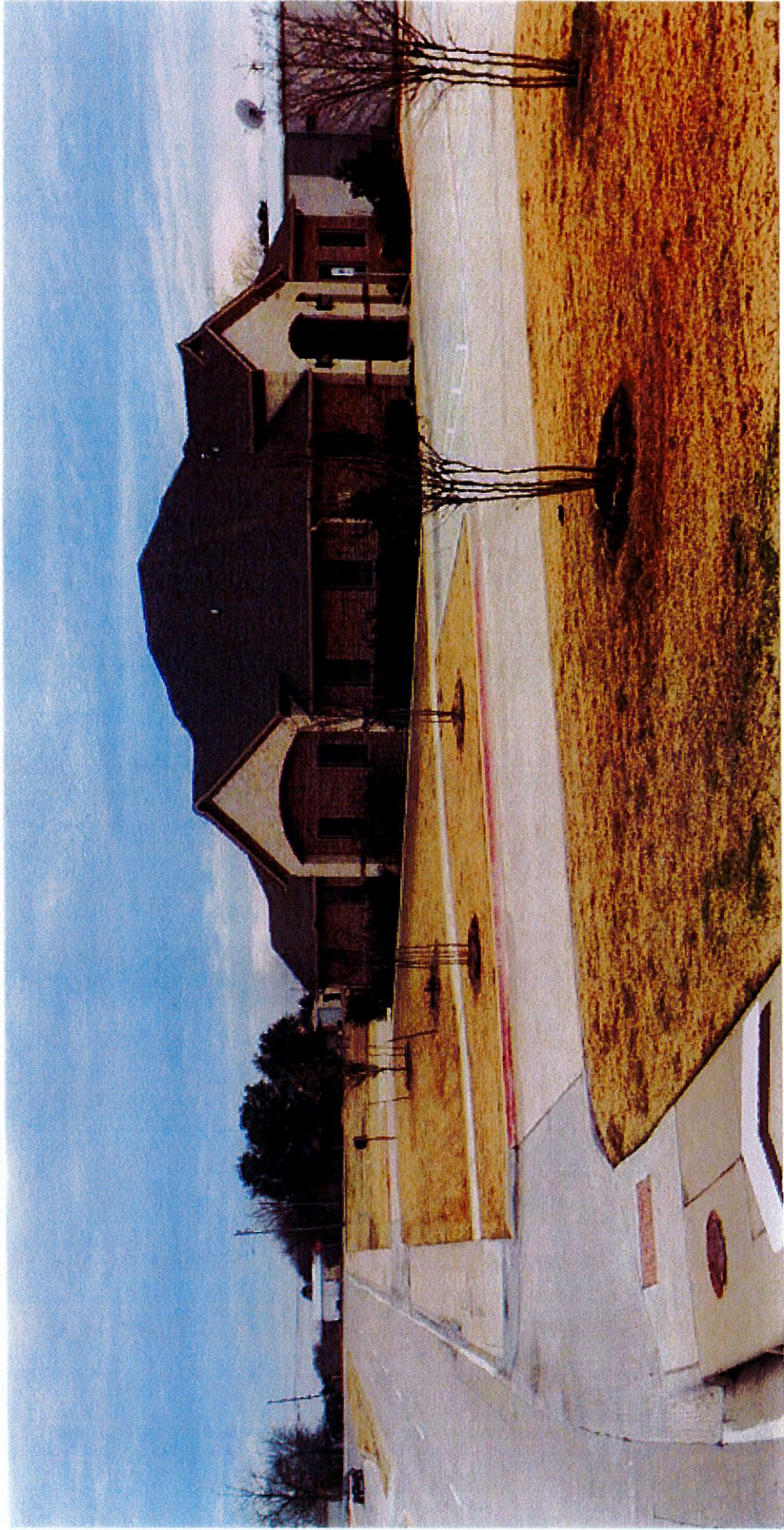
WARRANTY NOTICE

There are several reasons why the results of the present study may be generalizable to other populations. First, the sample was drawn from a community-based, non-clinical population. Second, the sample was drawn from a population that was representative of the general population in terms of age, sex, and ethnicity.

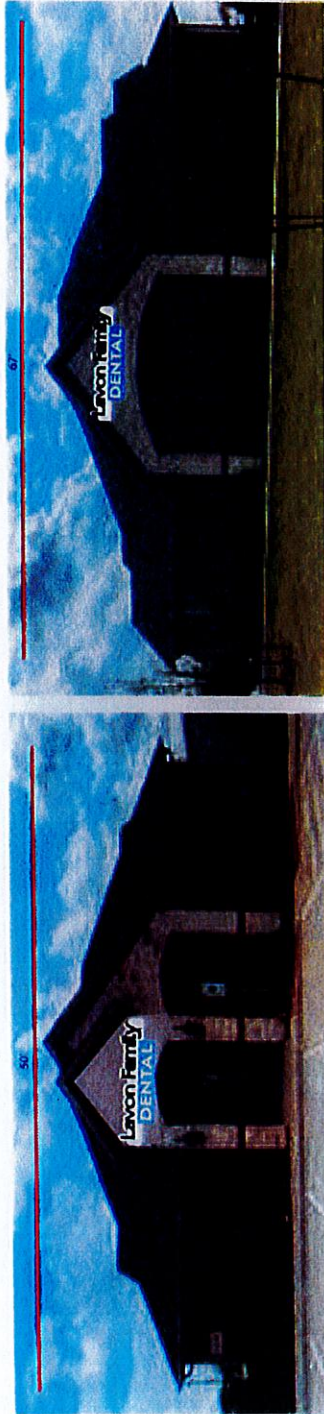
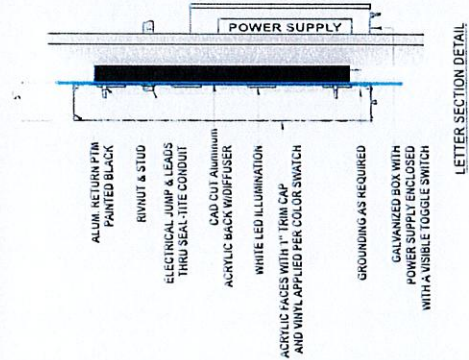
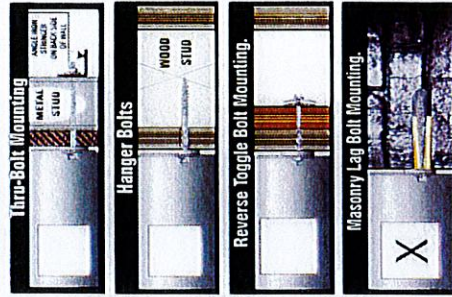
Lavon Family Dental – north facing front elevation



Lavon Family Dental – east facing side elevation



Lavon Family Dental – proposed signs

[illegible]

115"

31"

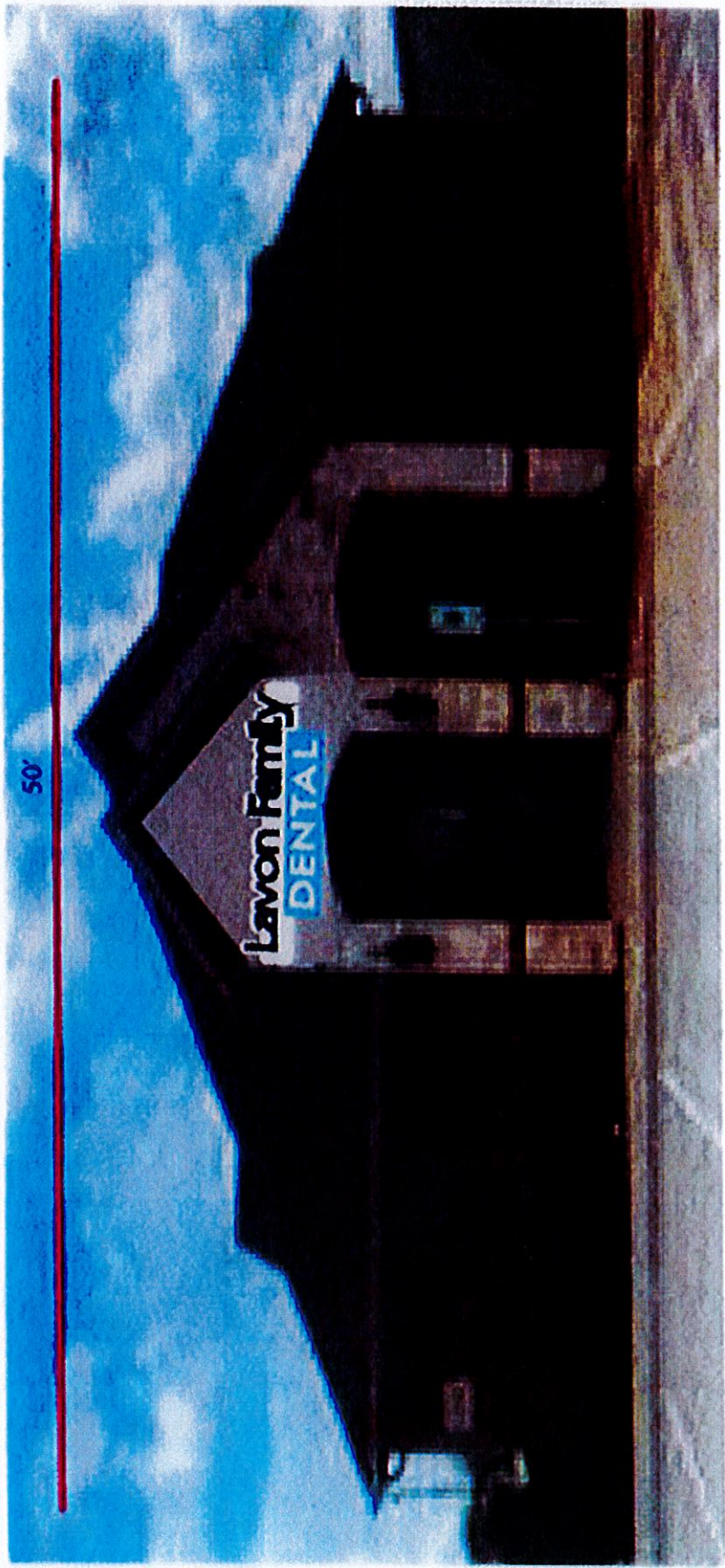
Lavon Family
DENTAL

144"

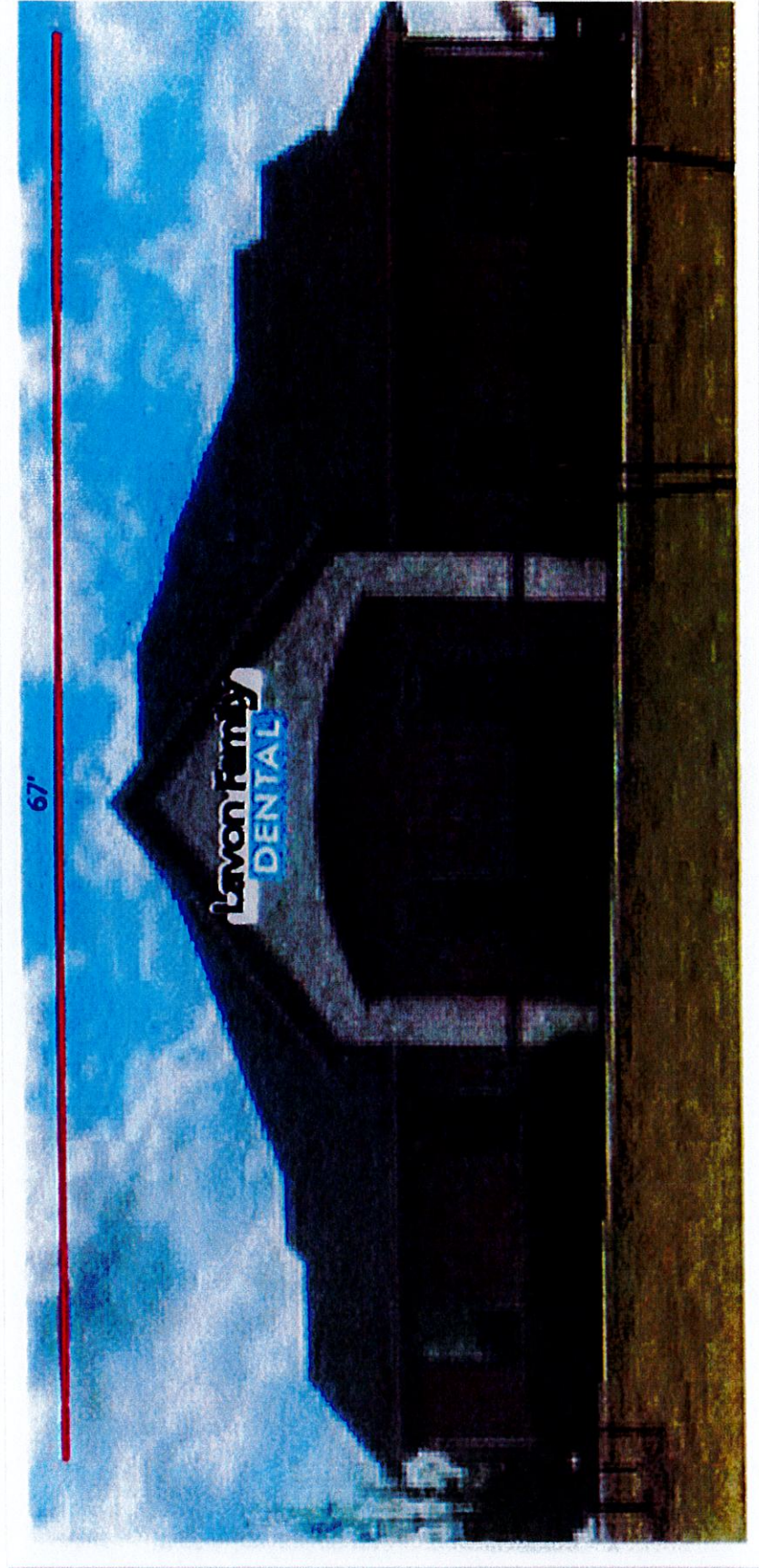
40"

Lavon Family
DENTAL

Lavon Family Dental – front elevation proposed



Lavon Family Dental – side elevation proposed





CITY OF LAVON Agenda Brief

MEETING: April 20, 2021

ITEM: 8 - C

Item:

Discussion and action regarding approval of a Letter of Intent to purchase a first-response brush truck for \$191,849.00 from Metro Fire Apparatus Specialists Inc.

Background:

In the process of purchasing the 2019 Spartan Quint fire engine, the staff learned that the current lead time to purchase a first-response brush truck is approximately two years.

Considerations for the replacement of apparatus include several factors such as the wear and tear on the vehicle; age of the vehicle; mileage or service hours; call volume and response area; safety considerations of current apparatus; and current safety enhancements available. Generally recognized standards for the replacement for apparatus and equipment:

- Engines 20-year replacement. (New engine every 10 years)
- Brush Trucks 10-year replacement
- Specialty Vehicles 10-year replacement
- Staff/Command 10-year replacement.

A Letter of Intent will place the city in line to purchase an apparatus to replace the city's 2009 first-response brush truck, which will remain in service. Metro Fire Apparatus Specialists, Inc. has provided a quote for a fully equipped truck for the fixed price of \$191,849.00.

Financial Implication:

The expenditure would be allocated in the FY 2022-23 budget. Funding is available from the Series 2020 Certificates of Obligation. The apparatus will have the full factory warranty and an additional warranty from Metro Fire Apparatus Specialists, Inc. for the additions they install.

Attachments: Proposal and Draft Letter of Intent
 Examples of similar apparatus



CITY OF LAVON

P.O. Box 340 120 School Road

Lavon, TX 75166

(972) 843-4220

www.cityoflavon.com

April 21, 2021

David Petricca, Territory Manager
Metro Fire Apparatus Specialists, Inc.
514 Michigan
Houston, TX 77587
Via email: dpetricca@mfas.com

Re: Letter of Intent – 2022 F-550 4X4 Super Cab 168" First-Response Apparatus

Mr. Petricca,

Please accept this letter of intent indicating the City of Lavon's intention to purchase the fully equipped 2022 F-550 4X4 Super Cab 168" First-Response Apparatus described in Quote Number 167722-0 (attached), dated 03-18-2021 for \$191,849.00.

The City of Lavon requests that Metro Fire order the apparatus for the City and accepts that due to supply availability and production time, the estimated delivery will be in 18-24 months. As we discussed, payment will be due upon delivery of the apparatus.

At the time of delivery, Metro Fire will set the price at \$191,849.00 or the current market price, whichever is lower. In no event will the price be greater than \$191,849.00.

Thank you,

Vicki Sanson
Mayor

Attachment



QUOTE DETAIL

Corporate
1745 Parana Dr
Houston TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

| | |
|--------------|------------|
| Quote Number | 167722-0 |
| Printed Date | 03/18/2021 |
| Ordered Date | 03/03/2021 |
| Page | 1 |

Bill to: CITY OF LAVON FIRE DEPARTMENT
501-A LINCOLN AVE.
LAVON, TX 75166

Ship to: LAVON FIRE STATION
501 A. LINCOLN ST
LAVON, TX 75166

Attn: DANNY ANTHONY

| Cust Code | | Ordered By | | Salesman | | Job/Rel# | Customer PO |
|-------------|----|-------------|-----|----------------|-----|---------------------------|------------------------------------------------------------------|
| LAV003 | | FIRE CHIEF | | DAVID PETRICCA | | | |
| Entered By | | FOB | | Ship Via | | Terms | |
| FRED GARNER | | DESTINATION | | METRO | | NET 20 DAYS | |
| LOC | OC | Quantity | | | U/M | Item # | Description |
| | | Ord | Shp | B/O | | | |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-CHASSIS | 2022 F-550 4X4 SD SUPER CAB 168" WB DRW XL DIESEL VERMILLION RED |
| 02 | BT | 1 | 1 | 0 | EA | MET-CHASSIS HANDLING FEE | HANDLING FEE FOR NEW CHASSIS |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-WINCH KIT | WINCH ASSEMBLY 9500 LBS WARN 9.5 CTI PORTABLE WINCH INSTALLED |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | DSI-32580 | CONNECTOR, ELEC., 175A, PAIR |
| | | 1 | 1 | 0 | EA | DSI-32966 | 24' CABLE KIT |
| | | 1 | 1 | 0 | EA | DSI-89990 | MULTI-MOUNT KIT |
| | | 1 | 1 | 0 | EA | DSI-97530 | WINCH, 9.5ton, 12V, 125' RLR |
| | | 1 | 1 | 0 | EA | MET-BT-WINCH WIRING | HEAVY DUTY WIRE AND CONNECTORS |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-CLASS 3 RECEIVER* | CLASS 3 RECEIVER HITCH BRUSH TRUCK APPLICATION |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MAS-CLASS 3 RECEIVER | ULTRA FRAME WITH WIRING |
| | | 1 | 1 | 0 | EA | MAS-EXTENSION | EXTENSION |
| | | 1 | 1 | 0 | EA | MET-BT-CLASS 3 REC PARTS* | RECEIVER DROP AND BALL |
| | | 1 | 1 | 0 | EA | ORE-1450AT | MASTER LOCK PIVOT |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-TL KIT* | TRAILER LIGHT HOOK UP INCLUDES ADAPTER AND INSTALLATION |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MET-BT-TL PARTS | TRAILER LIGHT HOOK UP PARTS |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-SIDE STEP* | RUNNING BOARDS/NERFBARS INSTALLED |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-BUMPER REPLMT | RANCH HAND BLACK STEEL FRONT BUMPER REPLACEMENT INSTALLED |

Continued on next page....



QUOTE DETAIL

Corporate
1745 Parana Dr
Houston TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

| | |
|--------------|------------|
| Quote Number | 167722-0 |
| Printed Date | 03/18/2021 |
| Ordered Date | 03/03/2021 |
| Page | 2 |

Bill to: CITY OF LAVON FIRE DEPARTMENT
501-A LINCOLN AVE.
LAVON, TX 75166

Ship to: LAVON FIRE STATION
501 A. LINCOLN ST
LAVON, TX 75166

Attn: DANNY ANTHONY

| Cust Code | | Ordered By | | Salesman | | Job/Rel# | Customer PO | |
|-------------|----|------------|-----|----------------|--------------------------------|------------------------------------------------------------------------------------------------------|-------------|-------------|
| LAV003 | | FIRE CHIEF | | DAVID PETRICCA | | | | |
| Entered By | | | | FOB | | Ship Via | | Terms |
| FRED GARNER | | | | DESTINATION | | METRO | | NET 20 DAYS |
| LOC | OC | Quantity | | U/M | Item # | Description | | |
| | | Ord | Shp | B/O | | | | |
| | | | | | ***** KIT COMPONENTS ***** | | | |
| | | 1 | 1 | 0 | EA MET-BT-BUMPER REPLMT PARTS | RANCH HAND BLACK STEEL | | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-FRONT BUMPER NOZZLES | (2) FRONT BUMPER SPRAY NOZZLES INSTALLED ON EITHER SIDE OF THE BUMPER REPLACEMENT | | |
| | | | | | ***** KIT COMPONENTS ***** | | | |
| | | 4 | 4 | 0 | EA AKR-PLS-1.0 | 1.0" RIGID NPT FEMALE FLANGE | | |
| | | 1 | 1 | 0 | EA MET-BT-FB NOZZLE ELECTRICAL | FRONT BUMPER NOZZLE | | |
| | | 2 | 2 | 0 | EA MET-BT-FB NOZZLE PARTS | FRONT BUMPER NOZZLE ASSY PARTS | | |
| | | 1 | 1 | 0 | EA MET-BT-FB NOZZLE PLUMBING | FRONT BUMPER NOZZLE | | |
| | | 2 | 2 | 0 | EA REM-344BEC-24-C | TEEJET ELECTRIC VALVE | | |
| | | 2 | 2 | 0 | EA WIL-00-3/4K-SE80 | 3/4" SPRAY NOZZLE | | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-FRONT SCENE | 20" RIGID FRONT SCENE LIGHT INSTALLED IN FRONT BUMPER WITH SWITCH IN CAB | | |
| | | | | | ***** KIT COMPONENTS ***** | | | |
| | | 1 | 1 | 0 | EA MET-BT-FRONT SCENE PARTS | MISCELLANEOUS PARTS | | |
| | | 1 | 1 | 0 | EA RIG-120313 | 20" E SERIES LIGHT BAR | | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-CAB MODIFICATION | EXTENDED/CREW CAB MODIFICATION INCLUDES SCBA BRACKETS,BOTTLE HOLDERS, MASK BAGS, PLASTIC MEDICAL BOX | | |
| | | | | | ***** KIT COMPONENTS ***** | | | |
| | | 1 | 1 | 0 | EA MET-BT-CAB MOD PARTS | CAB MODIFICATION MISCELLANEOUS | | |
| | | 1 | 1 | 0 | EA MET-BT-FAB CAB MOD TRAY | METRO CUSTOM 1/8" TRAY | | |
| | | 1 | 1 | 0 | EA MET-BT-OPT CAB MODIFICATION | | | |
| | | 1 | 1 | 0 | EA ONS-92020 | ADJUSTABLE CARGO STRAP 30" | | |
| | | 1 | 1 | 0 | EA PLK-TRAY | CUSTOM POLY TRAY LINER | | |
| | | 20 | 20 | 0 | SFT RYE-ALU-SMOOTH-190 | 3052-H32 ALUMINUM .190 3/16 | | |
| | | 1 | 1 | 0 | EA SL-90501 | SURVIVOR FLASHLIGHT LED | | |

Continued on next page....



QUOTE DETAIL

Corporate
1745 Parana Dr
Houston TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

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Bill to: CITY OF LAVON FIRE DEPARTMENT
501-A LINCOLN AVE.
LAVON, TX 75166

Ship to: LAVON FIRE STATION
501 A. LINCOLN ST
LAVON, TX 75166

Attn: DANNY ANTHONY

| Cust Code | | Ordered By | | Salesman | | Job/Rel# | Customer PO |
|--------------------------|----|-------------|-----|----------------|--------------------------------|-------------------------------------------------------------------|-------------|
| LAV003 | | FIRE CHIEF | | DAVID PETRICCA | | | |
| Entered By | | FOB | | Ship Via | | Terms | |
| FRED GARNER | | DESTINATION | | METRO | | NET 20 DAYS | |
| LOC | OC | Quantity | | U/M | Item # | Description | |
| | | Ord | Shp | B/O | | | |
| | | 2 | 2 | 0 | EA ZIA-ACSR-6-B | QUIC-STORAGE RACK | |
| | | 2 | 2 | 0 | EA ZIA-ACSR-RS | QUIC-STORAGE RESTRAINT STRAP | |
| | | 2 | 2 | 0 | EA ZIA-UH-6-30-3-SFPH3 | SOBA WALKAWAY BRACKET | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-TANK SUSPENSION* | HEAVY DUTY TANK SUSPENSION | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-HD ELECTRICAL | HEAVY DUTY ELECTRICAL SYSTEM | |
| **** KIT COMPONENTS **** | | | | | | | |
| | | 1 | 1 | 0 | EA MET-BT-ELECTRICAL | WIRING AND ELECTRICAL | |
| | | 1 | 1 | 0 | EA PJP-404-1231-032 | SOLENOID TROMBETTA | |
| | | 1 | 1 | 0 | ea RAM-K100CB185 | CIRCUIT BREAKER 100AMP | |
| | | 1 | 1 | 0 | ea RAM-K200CB185 | CIRCUIT BREAKER 200AMP | |
| | | 1 | 1 | 0 | ea RAM-KHHK | FUSE HOLDER INCLUDES COVER | |
| | | 1 | 1 | 0 | ea RAM-KP51-247 | POLLAK 10 GANG TERMINAL | |
| | | 1 | 1 | 0 | ea RAM-KP51-411 | 12 GANG FUSE BLOCK POLLACK | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-LED WARNING LIGHT | EMERGENCY WARNING LIGHT PKG ALL ASSOCIATED WIRING/LABOR | |
| **** KIT COMPONENTS **** | | | | | | | |
| | | 1 | 1 | 0 | EA MET-BT-OPT LED WARNING | | |
| | | 1 | 1 | 0 | EA MET-BT-WARNING LIGHT WIRING | EMERGENCY LIGHTING WIRING | |
| | | 1 | 1 | 0 | EA WHE-195HF6C9 | SIREN SELF CONTAINED 200 WATT | |
| | | 1 | 1 | 0 | EA WHE-1X2RRRR | LIBERTY II SUPER LED | |
| | | 12 | 12 | 0 | EA WHE-M7FC | M7 SERIES CHROME FLANGE KIT | |
| | | 12 | 12 | 0 | EA WHE-M7RC | M7 SERIES LINEAR SUPER-LED | |
| | | 2 | 2 | 0 | EA WHE-SA315P | 100W SPEAKER, PLASTIC | |
| | | 2 | 2 | 0 | EA WHE-SAK1 | UNIVERSAL MOUNTING BRACKET | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-KUSSMAUL | KUSSMAUL AUTO CHARGE SYSTEM AUTO CHARGE KIT INCLUDES INSTALLATION | |
| **** KIT COMPONENTS **** | | | | | | | |

Continued on next page....



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| LOC | OC | Quantity | | | U/M | Item # | Description |
| | | Ord | Shp | B/O | | | |
| | | 1 | 1 | 0 | EA | KUS-62-40-1106 | AUTO CHARGE 1200 SUPER KIT |
| | | 1 | 1 | 0 | EA | MET-BT-KUSMAUL WIRING | KUSMAUL AUTO CHARGE WIRING |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-CENTER CONSOLE | CENTER CONSOLE WITH MAP BOX CUP HOLDERS & ARM RESTS |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | ACE-INN200-1100-1 | MARKER LIGHT AMBER/AMBER |
| | | 1 | 1 | 0 | EA | MET-BT-CONSOLE WIRING | ALL WIRING, FUSES, CONNECTORS |
| | | 1 | 1 | 0 | EA | PLK-CUSTOM CONSOLE | POLY CONSOLE |
| | | 1 | 1 | 0 | EA | RST-2001403 | NINE POSITION ROCKER SWITCH |
| | | 1 | 1 | 0 | EA | WES-1011B | BLUESEA 12V POWER OUTLET |
| | | 1 | 1 | 0 | EA | WES-1016B | BLUESEA 12V USB POWER OUTLET |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-ANTENNA | ANTENNA ASSEMBLY PER CUSTOMER REQUIREMENTS |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MET-BT-ANTENNA PARTS | WIRE TIES, CONNECTORS |
| | | 1 | 1 | 0 | EA | PAN-IN1032 | DUAL BAND ANTENNA PACKAGE |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-RADIO INSTALL | INSTALLATION OF MOBILE RADIO (RADIO NOT INCLUDED) |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | BEA-HLN9073 | HANG UP CLIP FOR MIC |
| | | 1 | 1 | 0 | EA | MET-BT-RADIO INSTALL PARTS | MISCELLANEOUS SUPPLIES |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-120 BED | 120" ALUMINUM BED WITH CAB GUARD & MUD FLAPS INSTALLED |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MET-BT-BED INSTALL | ALL WIRING, FUSES, CONNECTORS |
| | | 1 | 1 | 0 | EA | MET-BT-MUD FLAP | 19 X 24" 3/8" RUBBER MUD FLAPS |
| | | 2 | 2 | 0 | EA | TC-B2-01216 | TC-500 INSTALLATION KIT |

Continued on next page....



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| | | 1 | 1 | 0 | EA TC-D1-02817-120 | TC-300 96" X 120" ALUMINUM BED | |
| | | 1 | 1 | 0 | EA TC-D1-02921 | 40" CAB GUARD 96 W X 40" H | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-TAILBOARD | TAILBOARD ASSEMBLY | |
| | | | | | ***** KIT COMPONENTS ***** | | |
| | | 1 | 1 | 0 | EA CAS-LP0004-A | LICENSE PLATE HOLDER W/ LIGHT | |
| | | 1 | 1 | 0 | EA MET-BT-GR TAILBOARD | CHEVRON STRIPPING TAILBOARD | |
| | | 1 | 1 | 0 | EA MET-BT-OPT TAILBOARD | | |
| | | 1 | 1 | 0 | EA TC-D1-02940 | TAILBOARD ASSEMBLY | |
| | | 2 | 2 | 0 | EA WHE-M6BTT | M6 SERIES LINEAR SUPER-LED | |
| | | 2 | 2 | 0 | EA WHE-M6BOW | M6 SERIES LINEAR SUPER-LED | |
| | | 6 | 6 | 0 | EA WHE-M6FC | M6 SERIES CHROME FLANGE KIT | |
| | | 1 | 1 | 0 | EA WHE-WBUA97 | ELECTRIC BACK UP ALARM | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-SIDE SCENE | SCENE LIGHTS INSTALLED ON SIDE OF BODY AND/OR HEADACHE RACK | |
| | | | | | ***** KIT COMPONENTS ***** | | |
| | | 1 | 1 | 0 | EA MET-BT-SS HR RIGID | RIGID SCENE LIGHTS INSTALLED | |
| | | | | | ***** KIT SUBCOMPONENTS ***** | | |
| | | 1 | 1 | 0 | EA MET-BT-SIDE SCENE PARTS | PARTS AND MATERIALS ASSOCIATED | |
| | | 1 | 1 | 0 | EA RIG-502513 | DUALY D2 SET OF TWO LIGHTS | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-REAR SCENE | SCENE LIGHTS INSTALLED ON REAR OF VEHICLE | |
| | | | | | ***** KIT COMPONENTS ***** | | |
| | | 2 | 2 | 0 | EA MET-BT-PM MOUNTING BLOCK | MOUNTING BLOCK FOR ACCESSORIES | |
| | | 1 | 1 | 0 | EA MET-BT-REAR SCENE PARTS | PARTS AND MATERIALS ASSOCIATED | |
| | | 1 | 1 | 0 | EA RIG-502513 | DUALY D2 SET OF TWO LIGHTS | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-REAR BUMPER | 4" TUBED BRUSH SS BUMPER ANGLED ENDS GRIP TAPE SURFACE | |

Continued on next page....



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| ***** KIT COMPONENTS ***** | | | | | | | |
| | | 1 | 2 | 0 | EA GRE-BRKT FOR 4 IN BUMPER | 1/2 X 9 X 13 A36 CARBON STEEL | |
| | | 2 | 2 | 0 | EA MET-BT-BUMPER MOUNTS | 1/2" STEEL BUMPER MOUNTING | |
| | | 1 | 1 | 0 | EA MET-BT-OPT REAR BUMPER | | |
| | | 1 | 1 | 0 | EA MET-BT-REAR BUMPER PARTS | PARTS FOR REAR BUMPER ASSEMBLY | |
| | | 10 | 10 | 0 | FT RYE-S/S TUBE 4-4 | 304 S/S TUBE 120 4 X 4 11GA | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-MAN WELL | MAN WELLS WITH DOORS TWO PERSONNEL CAGES EMBOSSED ALUMINUM TREAD PLATE | |
| ***** KIT COMPONENTS ***** | | | | | | | |
| | | 4 | 4 | 0 | EA MCM-B401A73 | HINGE FOR BRUSH TRUCK MANWELL | |
| | | 2 | 2 | 0 | EA MET-BT-D HANDLE | D HANDLE FLUSH MOUNT | |
| ***** KIT SUBCOMPONENTS ***** | | | | | | | |
| | | 2 | 2 | 0 | EA AUS-1-106-15 | STRIKER | |
| | | 4 | 4 | 0 | EA AUS-79 L | D HANDLE STAINLESS STEEL | |
| | | 2 | 2 | 0 | EA AUS-EMC-3-106-30 | LOCK | |
| | | 4 | 4 | 0 | EA AUS-G79 W/LIP | GASKET WITH LIP | |
| | | 1 | 1 | 0 | EA MET-BT-MANWELL HANDRAIL | | |
| | | 1 | 1 | 0 | EA MET-BT-MANWELL PARTS | HANDRAIL BRACE, HINGE BRACE, | |
| | | 1 | 1 | 0 | EA MET-BT-OPT MAN WELL | | |
| | | 20 | 20 | 0 | FT RYE-ALU-ANG-125-25 | 6061-T6 ALUM 1-1/2X1-1/2X1/4 | |
| | | 20 | 20 | 0 | FT RYE-ALU-PIPE-125 | 6063-T6 1-1/4 SCH 40 | |
| | | 36 | 36 | 0 | SFT RYE-ALU-TREAD-BRT-188 | 3003-H22 ALUM .188 3/16 | |
| | | 12 | 12 | 0 | SFT RYE-ALU-TREAD-EMB-188 | 3003-H22 ALCOA .188, 3/16 | |
| 02 | BT | 2 | 2 | 0 | EA MET-BT-UPPER STORAGE 1 | CUSTOM BUILT COMPARTMENT STORAGE COMPARTMENT ABOVE BED | |
| ***** KIT COMPONENTS ***** | | | | | | | |
| | | 2 | 2 | 0 | EA MET-BT-UPPER STORAGE PARTS | PARTS AND MATERIALS ASSOCIATED | |

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LAVON, TX 75166

Ship to: LAVON FIRE STATION
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| 02 | BT | 2 | 2 | 0 | EA | MET-BT-TOOL BASKET | MESH ALUMINUM TOOL BASKET TOOL BASKET |
| | | | | | | **** KIT COMPONENTS **** | |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-PAC 7000 | ONE (1) SIDE OF TOOL BOARD MOUNTED TO TANK PAC-7000 TOOL BOARD |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MET-BT-PAC PARTS | PARTS AND MATERIALS ASSOCIATED |
| | | 1 | 1 | 0 | EA | MET-BT-PAC STRIPING | STRIPING OF PAC TRAC |
| | | 2 | 2 | 0 | EA | MET-BT-PM MOUNTING BLOCK | MOUNTING BLOCK FOR ACCESSORIES |
| | | 1 | 1 | 0 | EA | PAC-7000 | 120" PAC TRACK MOUNTING BOARD |
| 02 | BT | 8 | 8 | 0 | EA | PAC-1004-PT | HANDLELOK STRAP MOUNT GRIP RANGE .125" - 1.75" INCLUDES HARDWARE ** SPECIFY STRAP COLOR ** |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-HALE B18 | HALE HP200 WATER PUMP AKRON VALVES, PUMP PANEL INSTALLED INCLUDES PARTS LABOR |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | AKR-39250006 | 2.5" VALVE PLS x PLS x TS |
| | | 1 | 1 | 0 | EA | AKR-39250064 | 2.5" VALVE PLS x TS22 NH XTSCF |
| | | 1 | 1 | 0 | EA | HAL-524-026L-10-0-50 | ELBOW KIT W/RAIN CAP |
| | | 1 | 1 | 0 | EA | HAL-345-406L-10-0 | HPK200 B18 W BRIGGS/STRATTON |
| | | 1 | 1 | 0 | EA | MET-BT-DISPLAY PANEL-19 | 19" REMOTE DISPLAY PANEL |
| | | 1 | 1 | 0 | EA | MET-BT-GAS TANK ASSY | 3 GALLON GAS TANK ASSEMBLY |
| | | | | | | **** KIT SUBCOMPONENTS **** | |
| | | 1 | 1 | 0 | EA | WAT-82539 | FUEL TANK BLK P818 |
| | | 1 | 1 | 0 | EA | WAT-V-3155 | CAP FUEL TANK P818 |
| | | 1 | 1 | 0 | EA | WAT-V-3156 | GAUGE FUEL P818 |
| | | 1 | 1 | 0 | EA | WAT-V-3157 | GROMMET ROBBER P818 |
| | | 1 | 1 | 0 | EA | MET-BT-HALE B18 PARTS | MISCELLANEOUS PARTS FOR PUMP |
| | | 1 | 1 | 0 | EA | MET-BT-OPT-HALE B18 | |
| | | 1 | 1 | 0 | EA | MET-BT-SUCTION PIPING | STAINLESS STEEL PIPING |

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| | | 1 | 1 | 0 | EA | DMS-73010 | 10" LED LIGHT/ACCESS SERIES | | |
| | | 1 | 1 | 0 | EA | SPC-HPC3008AC | 2.5" NH PLUG ROCKER LOG | | |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-CUSTOM MUFFLER | EXHAUST ELBOW W/ RAIN CAP | | |
| | | | | | | **** KIT COMPONENTS **** | | | |
| | | 1 | 1 | 0 | EA | MET-BT-CUSTOM MUFFLER PARTS | | | |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-DISCHARGE MANIFOLD | 2.5" DISCHARGE MANIFOLD STAINLESS STEEL PIPING INSTALLED | | |
| | | | | | | **** KIT COMPONENTS **** | | | |
| | | 2 | 2 | 0 | EA | AKF-PLS-1.5 | 1.5" RIGID F NPT FLANGE | | |
| | | 1 | 1 | 0 | EA | MET-BT-2.5 REAR DISCHARGE | 2.5" REAR DISCHARGE | | |
| | | | | | | **** KIT SUBCOMPONENTS **** | | | |
| | | 1 | 1 | 0 | EA | AKR-89250051 | 2.5" VALVE PLS X M13 NH X TSCS | | |
| | | 1 | 1 | 0 | EA | MET-BT-OPT 2.5 REAR DIS | | | |
| | | 1 | 1 | 0 | EA | MET-BT-RD PIPING | SS PIPING REAR DISCHARGE | | |
| | | 1 | 1 | 0 | EA | SPC-A3720AC | 2.5" F NH X 1.5" M NH REDUCER | | |
| | | 1 | 1 | 0 | EA | SPC-HCC2804AC | 1.5" NH HOSE CAP WITH CHAIN | | |
| | | 1 | 1 | 0 | EA | MET-BT-DM PIPING | SS PIPING DISCHARGE MANIFOLD | | |
| | | 1 | 1 | 0 | EA | MET-BT-PUMP COOLER | ONE 1/4" PUMP COOLING LINE | | |
| | | | | | | **** KIT SUBCOMPONENTS **** | | | |
| | | 1 | 1 | 0 | EA | MET-BT-COOLER LINE PARTS | BRASS FITTINGS, TIE WRAPS & | | |
| | | 1 | 1 | 0 | EA | MET-BT-TANK FILL | 1.0" TANK FILL LINE | | |
| | | | | | | **** KIT SUBCOMPONENTS **** | | | |
| | | 1 | 1 | 0 | EA | AKR-89100002 | 1" VALVE PLS X PLS X TS | | |
| | | 1 | 1 | 0 | EA | MET-BT-OPT TANK FILL | | | |
| | | 1 | 1 | 0 | EA | MET-BT-TF PIPING | SS PIPING AND FLEX ROSE | | |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-REMOTE MANWELL PANEL | PUMP PANEL ALUMINUM HOUSING DISCHARGE GAUGE, START/STOP | | |

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| | | | | | **** KIT COMPONENTS **** | | |
| | | 1 | 1 | 0 | EA HAL-31323971 | 2.5" GAUGE, 0-400 PSI | |
| | | 1 | 1 | 0 | EA MET-BT-DISPLAY PANEL-12 | 12" REMOTE DISPLAY PANEL | |
| | | 1 | 1 | 0 | EA MET-BT-MANWELL ELECTRICAL | REMOTE MANWELL ELECTRICAL | |
| | | 1 | 1 | 0 | EA MET-BT-OPT REMOTE MANWELL | | |
| | | 1 | 1 | 0 | EA ONS-73060 | 60" LED LIGHT/ACCESS SERIES | |
| | | 1 | 1 | 0 | EA WAT-V-2815 | START SWITCH | |
| | | 1 | 1 | 0 | EA WAT-V-2815 | STOP SWITCH | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-CASCADE SYSTEM | CASCADE FOAM FLOW SYSTEM CLASS A FOAM SYSTEM | |
| | | | | | **** KIT COMPONENTS **** | | |
| | | 1 | 1 | 0 | EA CAS-11923F | FOAM FLOW UNIT PERMANENT MOUNT | |
| | | 1 | 1 | 0 | EA MET-BT-CASCADE PARTS | MISCELLANEOUS INSTALL PARTS | |
| | | 1 | 1 | 0 | EA MET-BT-OPT CASCADE | | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-DUAL WHIPLINE | DUAL 10' WHIP LINES (2) 1" X 10' RED BOOSTER HOSE INCLUDES STAINLESS STEEL PIPE AKRON 8915 1.5" VALVE | |
| | | | | | **** KIT COMPONENTS **** | | |
| | | 2 | 2 | 0 | EA AKR-39150022 | 1.5" DISCHARGE VALVE TS HANDLE | |
| | | 20 | 20 | 0 | EA JGB-017-0161-0802 | 1" RED SMOOTH BOOSTER HOSE | |
| | | 2 | 2 | 0 | EA JGB-017-0161-0850 | 1" ALUMINUM COUPLING SET | |
| | | 1 | 1 | 0 | EA MET-BT-WL-PIPING | STAINLESS AND FLEX PIPING | |
| | | 2 | 2 | 0 | EA BPC-A3706AC | RIGID ROCKER LUG ADAPTER | |
| | | 2 | 2 | 0 | EA FFT-051024P | 1" NH TWISTER TIP WITH GRIP | |
| | | 2 | 2 | 0 | EA ZCA-NBM-2 | UNIVERSAL NOZZLE MOUNT | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-REEL ASSY | HANNAY 1.0" BOOSTER REEL STAINLESS STEEL FITTINGS FLEX HOSE AKRON 8910 1.0" VALVE INSTALLED | |

Continued on next page....



QUOTE DETAIL

Corporate
1745 Parana Dr
Houston TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

| | |
|--------------|------------|
| Quote Number | 167722-0 |
| Printed Date | 03/18/2021 |
| Ordered Date | 03/03/2021 |
| Page | 10 |

Bill to: CITY OF LAVON FIRE DEPARTMENT
501-A LINCOLN AVE.
LAVON, TX 75166

Ship to: LAVON FIRE STATION
501 A. LINCOLN ST
LAVON, TX 75166

Attn: DANNY ANTHONY

| Cust Code | | Ordered By | | Salesman | | Job/Rel# | Customer PO |
|-------------|----|-------------|-----|----------------|-----------------------------|---------------------------------------------------------|-------------|
| LAV003 | | FIRE CHIEF | | DAVID PETRICCA | | | |
| Entered By | | FOB | | Ship Via | | Terms | |
| FRED GARNER | | DESTINATION | | METRO | | NET 20 DAYS | |
| LOC | OC | Quantity | | U/M | Item # | Description | |
| | | Ord | Shp | B/O | | | |
| | | | | | **** KIT COMPONENTS **** | | |
| | | 1 | 1 | 0 | EA AKR-39100002 | 1" VALVE PLS X PLS X TS | |
| | | 1 | 1 | 0 | EA HAN-EPF26-25-36RT | 1" BOOSTER REEL | |
| | | 2 | 2 | 0 | EA JGB-A017-0161-0900 | 1" RED SMOOTH BOOSTER HOSE | |
| | | 1 | 1 | 0 | EA MET-BT-BOOSTER-PEPING | SS PIPING AND FLEX HOSE | |
| | | 1 | 1 | 0 | EA MET-BT-RA ELECTRICAL | REEL ASSEMBLY ELECTRICAL | |
| | | 1 | 1 | 0 | EA TTT-DS1024P | 1" NH TWISTER TIP WITH GRIP | |
| | | 1 | 1 | 0 | EA ZIA-NEM-2 | UNIVERSAL NOZZLE MOUNT | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-PM 400 GAL TANK* | 400 GALLON POLY WATER TANK | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-PM 10 GAL FOAM* | 10 GALLON INTERNAL FOAM TANK | |
| 02 | BT | 2 | 2 | 0 | EA MET-BT-PM SIGHT GAUGE | INTERNAL LIQUID SIGHT GAUGE WELDED INTO TANK | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-PM EXTENSION | HOSE BED EXTENSION WELDED INTO TANK | |
| 02 | BT | 3 | 3 | 0 | EA MET-BT-PM MOUNTING BLOCK | MOUNTING BLOCK FOR ACCESSORIES WELDED ON TO TANK | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-TANK LEVEL | ELECTRONIC LEVEL INDICATOR | |
| | | | | | **** KIT COMPONENTS **** | | |
| | | 1 | 1 | 0 | EA FRC-WLA300-A00 | TANKVISIONPRO 300 PRIMARY | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-TANK LEVEL X 2 | ELECTRONIC LEVEL INCLUDES TWO INDICATORS | |
| | | | | | **** KIT COMPONENTS **** | | |
| | | 1 | 1 | 0 | EA FRC-WLA300-A00 | TANKVISIONPRO 300 PRIMARY | |
| | | 1 | 1 | 0 | EA FRC-WLA300-B00 | TANKVISIONPRO 300 REMOTE | |
| 02 | BT | 1 | 1 | 0 | EA MET-BT-LETTERING | LETTERING AND STRIPING DIAMOND GRADE PER FIRE DEPT SPEC | |

Continued on next page....



QUOTE DETAIL

Corporate

1745 Parana Dr
Houston TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield

625 S Wisteria St Ste 121
Mansfield TX 76063-2528
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Quote Number

167722-0

Printed Date

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03/03/2021

Page

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Bill to: CITY OF LAVON FIRE DEPARTMENT
501-A LINCOLN AVE.
LAVON, TX 75166

Ship to: LAVON FIRE STATION
501 A. LINCOLN ST
LAVON, TX 75166

Attn: DANNY ANTHONY

| Cust Code | | Ordered By | | Salesman | | Job/Rel# | Customer PO |
|-------------|----|-------------|-----|----------------|-----|-----------------------------|-----------------------------------------------------------|
| LAV003 | | FIRE CHIEF | | DAVID PETRICCA | | | |
| Entered By | | FOB | | Ship Via | | Terms | |
| FRED GARNER | | DESTINATION | | METRO | | NET 20 DAYS | |
| LOC | OC | Quantity | | | U/M | Item # | Description |
| | | Ord | Shp | B/O | | | |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-BACK UP CAMERA | PRO VISION CAMERA INSTALLED |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MET-BT-BACK UP CAMERA PARTS | PARTS AND MATERIALS ASSOCIATED |
| | | 1 | 1 | 0 | EA | PRO-RV-350 | 3" HD LCD MONITOR WITH 2" AMD |
| 02 | BT | 1 | 1 | 0 | EA | MET-BT-CAB GROUND LIGHTING | UNDERBODY LIGHTING FOR THE CAB |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | MET-BT-CAB GRND Ltg PARTS | |
| | | 2 | 2 | 0 | EA | CNS-73060 | 60" LED LIGHT/ACCESS SERIES |
| 02 | BT | 1 | 1 | 0 | EA | MET-HYDRANT/SPANNER SET | ONE ADJUSTABLE HYDRANT WRENCH TWO 2.5" SPANNERS AND MOUNT |
| | | | | | | **** KIT COMPONENTS **** | |
| | | 1 | 1 | 0 | EA | ELK-S-454 | ADJUSTABLE HYDRANT WRENCH |
| | | 2 | 2 | 0 | EA | ELK-T-464 | UNIVERSAL SPANNER WRENCH |
| | | 1 | 1 | 0 | EA | KOC-K48-818 | SPANNER/HYDRANT WRENCH HOLDER |
| 02 | BT | 1 | 1 | 0 | EA | MET-MISC-EQUIPMENT | DUNNAGE BOX IN MAN WELL AREA |
| 02 | BT | 1 | 1 | 0 | EA | MET-MISC-EQUIPMENT | POWDERCOAT WHEELS |
| 02 | BT | 1 | 1 | 0 | EA | CDC-MS-500I-20 | CHAINSAW FUEL INJECTED |
| 02 | BT | 2 | 2 | 0 | EA | NUP-69216 | MCLEOD FIRE TOOL (69216) |
| 02 | BT | 2 | 2 | 0 | EA | BEC-AX240 | 2.5 GALLON WATER EXTINGUISHER |
| 02 | BT | 2 | 2 | 0 | EA | NUP-31676 | PULASKI AXE 3.5LB 32" (31676) ERGO-POWER STD PACK (2) |

Continued on next page....



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Houston TX 77080-7115
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| Page | 12 |

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Ship to: LAVON FIRE STATION
501 A. LINCOLN ST
LAVON, TX 75166

Attn: DANNY ANTHONY

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|-------------|----|-------------|-----|----------------|-----------------------------|-----------------------------------------------------------------------------------------------------------|-------------|
| LAV003 | | FIRE CHIEF | | DAVID PETRICCA | | | |
| Entered By | | FOB | | Ship Via | | Terms | |
| FRED GARNER | | DESTINATION | | METRO | | NET 20 DAYS | |
| LOC | OC | Quantity | | U/M | Item # | Description | |
| | | Ord | Shp | B/O | | | |
| 02 | BT | 1 | 1 | 0 | EA FHU-FIREMAXX | 22" HALLIGAN BAR, AXE 14 USES IN ONE TOOL | |
| 02 | BT | 1 | 1 | 0 | EA NUP-33060 | FLAT HEAD AXE, 36" (33060) HNDL. CH STD PACK (2) | |
| 02 | BT | 2 | 2 | 0 | EA NUP-36561 | 6' RUBBISH HOOK | |
| 02 | BT | 1 | 1 | 0 | EA NUP-69012 | 27" SCOOP SHOVEL W/ D HANDLE | |
| 02 | BT | 2 | 2 | 0 | EA KEY-SP10-600-YLW-100-ARN | FORESTRY TYPE II 1" X 100' YELLOW HOSE ROCKER LUG NH COUPLING SINGLE JACKET EPDM LINER | |
| 02 | BT | 1 | 1 | 0 | EA NUP-68554 | 54" FIBERGLASS BROOM HANDLE | |
| 02 | BT | 1 | 1 | 0 | EA NUP-68041 | BROOM HEAD, 24" WIDE W / BRACKET | |
| 02 | BT | 1 | 1 | 0 | EA NUP-69148 | SQUARE POINT #2 SHOVEL (69148) 48" CLASSIC LONG HANDLE BUTT GRIP | |
| 02 | BT | 6 | 6 | 0 | EA RES-598312075 | DELUXE WATER RESCUE THROW BAG WITH 75' STANDARD POLY ROPE | |
| 02 | BT | 6 | 6 | 0 | EA RES-208421494 | RAPID RESCUE PFD, RED TYPE V | |
| 02 | BT | 20 | 20 | 0 | EA PHO-WD881 | PHOS-CHEK CLASS A FOAM 5 GALLON PAIL .1% TO 1.0% CONCENTRATE BIODEGRADABLE CONTAINS NO EPA LISTED HAZARDS | |
| 02 | BT | 1 | 1 | 0 | EA MET-MISCELLANEOUS | MAKE READY MONEY | |
| 02 | BT | 1 | 1 | 0 | EA NOTES | TOTAL \$ 191,849.00 | |



First-Response Brush Truck

04-12-2021 Similar to the proposed apparatus, except this is a 4-door cab and the one the City is looking at is a Cab and a half.





CITY OF LAVON

Agenda Brief

MEETING: April 20, 2021

ITEM: 8 - D

Item:

Discussion and action regarding Resolution No. 2021-04-04 approving the Collin County Emergency Operations Plan and appointing the Emergency Management Coordinator for the City of Lavon.

Background:

The updated Collin County Emergency Operations Plan (Plan) was approved by the Collin County Commissioners Court on April 5, 2021. The Plan provides for disaster mitigation, preparedness, response, and recovery. Pursuant to the Texas Administrative Code and the Texas Government Code, each incorporated city in Texas shall participate in a local emergency management agency and shall prepare and maintain an emergency operations management plan.

Code Excerpt:

Texas Administrative Code

Title 37, Part 1, Chapter 7, Subchapter B, Rule § 7.12

Each local and interjurisdictional emergency management agency shall prepare, keep current, and distribute to appropriate officials a local or interjurisdictional emergency management plan that includes the minimum content specified by the Texas Division of Emergency Management in its local emergency planning standards and has been signed by the presiding officer(s) of the jurisdiction(s) for which it was prepared. Local and interjurisdictional plans shall be reviewed annually and must have been prepared or updated during the last five (5) years to be considered current. A copy of each plan and any changes to it will be provided to the division.

Texas Government Code

Chapter 418, Subchapter E, Section 418.106 (a)

LOCAL AND INTERJURISDICTIONAL EMERGENCY MANAGEMENT PLANS.

(a) Each local and interjurisdictional agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery.

The Table of Contents and an excerpt from the Collin County Emergency Management Plan is attached. A copy of the full 580-page Plan may be obtained by contacting the city staff. In the City of Lavon, the Fire Chief is the designated Emergency Management Coordinator.

Financial Implications:

To avoid penalties and to access emergency disaster resources and assistance, the interjurisdictional Plan must be approved.

Staff Notes:

Approval is recommended.

Attachments: Proposed Resolution
 Correspondence – Collin County Emergency Management Office
 Collin County Commissioner's Court Order 2021-306-04-05
 Collin County Emergency Operations Plan Table of Contents and Excerpts

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

Collin County Emergency Operations Plan 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE COLLIN COUNTY EMERGENCY OPERATIONS PLAN AND APPOINTING THE EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The City Council does hereby approve the Collin County Emergency Operations Plan adopted on April 5, 2021 by the Collin County Commissioner's Court; and

SECTION 2. The City Council does hereby appoint the Fire Chief as the Emergency Management Coordinator for the City of Lavon.

SECTION 3. 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 20th day of April 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

Kim Dobbs

Subject: FW: Updated County Emergency Management/Operations Plan
Attachments: City of Lavon.pdf

From: Danny Anthony <danny.anthony@lavonvfd.org>
Sent: Wednesday, April 14, 2021 4:43 PM
To: Kim Dobbs <kim.dobbs@cityoflavon.org>; Kim Dobbs <kdobbs@lavontx.gov>
Subject: Fwd: Updated County Emergency Management/Operations Plan
----- Forwarded message -----

From: **Randall Gurney** <rgurney@co.collin.tx.us>
Date: Wed, Apr 14, 2021 at 3:31 PM
Subject: Updated County Emergency Management/Operations Plan
To: Danny Anthony <danny.anthony@lavonvfd.org>
Cc: Kelley Stone <kstone@co.collin.tx.us>
Chief Anthony,

As you are aware, Collin County Emergency Management has been updating the County's Emergency Management/Operations Plan. We sought and incorporated input from local jurisdictions for all annexes and the Basic Plan. Upon the updates, the Collin County Commissioner's Court approved the plan on April 5, 2021. The Plan has been submitted and met the Texas Division of Emergency Management (TDEM) planning standards. As this time, we are seeking each mayor's signature approving the plan for their city. I have attached a copy of the entire plan to this email and a page for your mayor to sign.

We would like to have your mayor's signature/approval of the plan returned to us by Friday, April 30th. If that is not possible, please let us know.

If your mayor or city leadership would like to schedule a meeting to discuss the plan or answer any question they may have, please let us know and we will work to accommodate their request.
Please let Kelley or me know if you have any questions or concerns.

Randall and Kelley
Randall Gurney
Assistant EM Specialist
Collin County
972-548-5581 (d)
214-250-7112 (c)
rgurney@co.collin.tx.us

State of Texas
Collin County
Commissioners Court

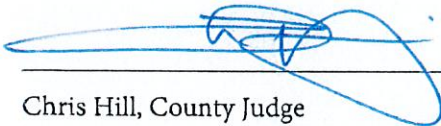
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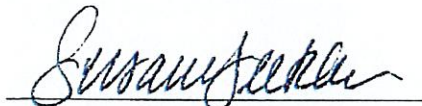
Court Order
2021-306-04-05

An order of the Collin County Commissioners Court approving an updated plan.

The Collin County Commissioners Court hereby approves the updated Emergency Management Plan, as detailed in the attached documentation.

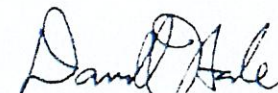
A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, April 5, 2021.

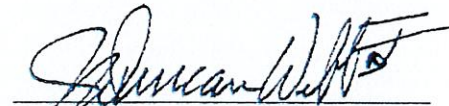

Chris Hill, County Judge

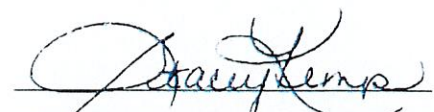

Susan Fletcher, Commissioner, Pct 1

Not Present
Cheryl Williams, Commissioner, Pct 2




Darrell Hale, Commissioner, Pct 3


Duncan Webb, Commissioner, Pct 4


ATTEST: Stacey Kemp, County Clerk



COLLIN COUNTY

Fire Marshal's Office,
Emergency Management
4690 Community
Suite 200
McKinney, Texas 75071
972-548-5576
975-548-5574 fax
www.collincountytx.gov

DATE: March 22, 2021
TO: Commissioners' Court
FROM: Jason Browning
Fire Marshal/Emergency Manager
RE: Emergency Management Plan 5 Year Update

Honorable Court,

The Collin County Emergency Management Plan is required to be updated every 5 years to meet the Texas Division of Emergency Management standard for advanced level of preparedness. Emergency Management has completed this review with input from County departments and local jurisdictions which are also included in the plan. The majority of the updates were assignment of responsibilities and general terminology.

I respectfully ask the Commissioners' Court to consider and approve the update of the Collin County Emergency Management Plan.



EMERGENCY OPERATIONS PLAN

COLLIN COUNTY, TEXAS

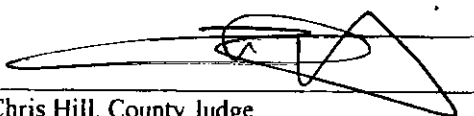
MARCH, 2021

APPROVAL & IMPLEMENTATION

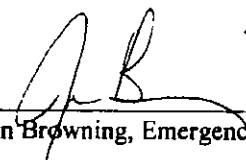
COLLIN COUNTY EMERGENCY OPERATIONS PLAN

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Pursuant to the Texas Disaster Act of 1975, Government Code 418.042, 418.043 (13), and 418.173(a), failure to comply with this plan or a rule, order or ordinance adopted under this plan is an offense punishable, for each transaction, by penalty of a fine up to \$1,000 or confinement in jail for a term not exceeding 180 days.


Chris Hill, County Judge

9 APR 2021
Date


Jason Browning, Emergency Management Coordinator

4-8-21
Date



COLLIN COUNTY

EMERGENCY OPERATIONS PLAN

Signature Page

Mayor, City of Lavon

Date

RECORD OF CHANGES

**COLLIN COUNTY
EMERGENCY OPERATIONS PLAN**

| Change # | Date of Change | Change Entered By | Date Entered |
|-----------------|-----------------------|--------------------------|---------------------|
| 1 | 8-20-05 | Kevin Madsen | 8-25-05 |
| 2 | 4-20-06 | Kevin Madsen | 4-20-06 |
| 3 | 8-1-06 | Donald Smith | 8-1-06 |
| 4 | 8-25-06 | Kevin Madsen | 8-25-06 |
| 5 | 12-13-06 | Eileen Prentice | 12-13-06 |
| 6 | 2-15-11 | Jason Lane | 2-15-11 |
| 7 | March 1, 2016 | Jason Lane | March 1, 2016 |
| 8 | 5-18-16 | Jason Lane | 5-18-16 |
| 9 | 3/1/2021 | Randall Gurney | 3/1/2021 |
| | | | |
| | | | |
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| | | | |
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COLLIN COUNTY EMERGENCY OPERATIONS PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive, *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Plan
12. Presidential Policy Directive 8 – National Preparedness

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

C. Local

1. Commissioner's Court Order #2006-304-03-28 dated March 28, 2006.
2. Joint Resolutions, Inter-local Agreements & Mutual Aid Agreements. See the summary in Attachment 6, Summary of Agreements and Resolutions.

II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to Collin County and other cities that have signed onto the Plan. It provides general guidance for emergency management activities and an overview of methods of mitigation, preparedness, response, and recovery. The plan describes Collin County's and other jurisdiction's emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all

Collin County officials, departments, agencies, and any local jurisdictions as a signatory on the plan. The primary audience for the Collin County Emergency Operations Plan includes Collin County and jurisdictions of the cities signed onto the plan, and includes the following:

- Collin County's chief elected official (County Judge)
- Chief elected official of signatory cities
- Other elected officials, both county and city
- Emergency management staff
- Department, agency heads, and their staff members of the county and cities
- Leaders of local volunteer organizations that support emergency operations, and
- Others who may participate in mitigation, preparedness, response, and recovery efforts.

Jurisdictions that are covered by this plan have the primary responsibility for their respective jurisdiction, including that of mitigation, protection, prevention, response, and recovery. They can make requests for assistance to the county if their resources are not adequate to manage the incident. If the county assists a local jurisdiction, the local jurisdiction is still in charge of their event. As per current laws, the chief elected official of each jurisdiction is their respective Emergency Management Director. The mayor, of any jurisdiction under this plan, may request assistance from other levels of government if they are unable to fulfill the needs of the community during an emergency or disaster. Unless officially delegated, each city remains legally responsible for its specific jurisdiction.

III. EXPLANATION OF TERMS

A. Acronyms

| | |
|----------|-------------------------------------------------------------------------------|
| AAR | After Action Review/Report |
| ACS | Adventist Community Service |
| ARC | American Red Cross |
| ARES | Amateur Radio Emergency Service |
| BSOC | Border Security Operations Center |
| CAA | Clean Air Act |
| CBO | Community Based Organization |
| CCP | Crisis Counseling/Crisis Counseling Program |
| CCSO | Collin County Sheriff's Office |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act of 1980 |
| CFR | Code of Federal Regulations |
| CHEMTREC | Chemical Transportation Emergency Center |
| CIS | Criminal Intelligence Service/Critical Information Systems |
| CISM | Critical Incident Stress Management |
| COG | Council of Governments |
| Co-Op | Cooperative (utility) |
| COOP | Continuity of Operations Plan |
| CVP | Crime Victims Compensation |
| DART | Dallas Area Rapid Transit |
| DC | District Coordinator/Donations Coordinator |
| DDC | Disaster District Committee |
| DHS | Department of Homeland Security |
| DMAT | Disaster Medical Assistance Team |
| DMORT | Disaster Mortuary Service Team |

d. Recovery

If a disaster occurs, Collin County and impacted jurisdictions will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state or an improved state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance, if federally declared. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. The Collin County recovery program is outlined in Annex J. Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and jurisdictions have emergency functions in addition to their normal day-to-day duties. During emergency situations, normal organizational arrangements are modified to facilitate emergency operations. The Collin County governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3. Organization for Emergency Management depicts Collin County emergency organization.

2. Executive Group (EOC Management/EOC Command)

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), and Emergency Management Coordinator(s).

3. Emergency Services (Operations Section – Field and EOC)

Emergency Services include the Incident Commander and those departments, jurisdictions, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services (Finance/Logistics/Planning – EOC)

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, jurisdictions, and groups. To facilitate a coordinated effort, elected and appointed officials, department heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or jurisdiction that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and jurisdictions may be assigned support responsibilities for specific emergency functions. Attachment 4, Emergency Management Functional Responsibilities, summarizes the general emergency responsibilities of local officials, departments, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5, Annex Assignments. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found in the functional annexes to this plan.

3. Executive Group Responsibilities

- c. The County Judge or mayor, for their respective jurisdiction, will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Monitor the emergency response during disaster situations and provide direction where appropriate.
- 3) With the assistance of the Public Information Officer and other local jurisdictions, keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Request assistance from other local governments or the State when necessary.
- 6) Direct activation of the EOC.
- 7) Support local jurisdictions who request support from Collin County and/or declare a disaster or emergency.

- d. The Emergency Management Coordinator, for their respective jurisdiction, will:

- 1) Implement the policies and decisions of the governing body relating to emergency management.
- 2) Organize the emergency management program and identify personnel, equipment, and facility needs.
- 3) Assign emergency management program tasks to departments and agencies.
- 4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
- 5) Coordinate the operational response of local emergency services.
- 6) Coordinate activation of the EOC and supervise its operation.

- 7) Serve as the staff advisor to the County Judge on emergency management matters.
 - 8) Keep the County Judge, Commissioners Court, mayor, and council apprised of our preparedness status and emergency management needs. This will be specific to which level of government the EMC serves.
 - 9) Coordinate local planning and preparedness activities and the maintenance of this plan.
 - 10) Ensure resource inventories are being prepared and maintained by appropriate departments and/or agencies.
 - 11) Arrange appropriate training for local emergency management personnel and emergency responders.
 - 12) Coordinate periodic emergency exercises or drills to evaluate Collin County's plan and training.
 - 13) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
 - 14) Perform day-to-day liaison duties with the state emergency management staff and other local emergency management personnel.
 - 15) Coordinate with organized volunteer groups and businesses regarding emergency operations.
4. Common Responsibilities/All emergency services and support services will:
- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
 - b. Develop and maintain SOPs for emergency tasks.
 - c. Provide trained personnel to staff the ICP and EOC and conduct emergency operations, as requested.
 - d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
 - e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.
 - f. Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation, as able.
 - g. Maintain records of emergency-related expenditures for all purchases and personnel expenses.
5. Emergency Services Responsibilities
- a. The Incident Commander will:
 - 1) Manage emergency response resources and operations at the ICP or on-scene to resolve the emergency situation.
 - 2) Determine and implement required protective actions for response personnel and the public at the incident site. See Attachment 7, Incident Command System and Unified Command Summary.
 - 3) See Attachment 4, Emergency Management Functional Responsibilities.

b. Warning

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Sheriff's Office, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems.
 - d) Disseminate warning and instructions to special facilities such as schools and hospitals.

c. Communications

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Sheriff's Office, who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available within the local area and determine the connectivity of those systems.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

d. Radiological Protection

- 1) Primary responsibility for this function is assigned to the Collin County Fire Marshal's Office, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain inventory of radiological equipment.
 - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
 - d) Make notification concerning radiological incidents to state and federal authorities.

e. Evacuation

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Sheriff's Office, who will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:

- a) Identify areas where evacuation has been or may be in the future and determine population at risk.
- b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements specific to areas not covered by a local law enforcement agency.
- c) Develop simplified planning procedures for ad hoc evacuations.
- d) Determine emergency public information requirements.
- e) Assist in evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).
- f) Perform evacuation planning for the Collin County Jail.

f. Firefighting

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Fire Marshal's Office, who will prepare and maintain Annex F (Firefighting) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Assist with terrorist incident response.
 - d) Evacuation support.
 - e) Post-incident reconnaissance and initial damage assessment.
 - f) Fire safety inspection of temporary shelters, as required by law.
 - g) Prepare and maintain countywide fire resource inventory.

g. Law Enforcement

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Sheriff's Office, who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Coordinate with state and federal partners in terrorist response and investigations
 - e) Provision of security for vital facilities, evacuated areas, and shelters.
 - f) Access control for damaged or contaminated areas.
 - g) Warning support.
 - h) Assist with post-incident reconnaissance and damage assessment.
 - i) Prepare and maintain law enforcement resource inventory.

h. Health and Medical Services

- 1) Primary responsibility for this function is delegated by the County Judge to Collin County Healthcare Services, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Coordinate health and medical care support during emergency situations.
- b) Public health information and education.
- c) Inspection of food and water supplies.
- d) Develop emergency public health regulations and orders.
- e) Coordinate collection, identification, and interment of deceased victims.
- f) Assist with medical support teams during shelter operations, as requested.

i. Direction and Control

- 1) Primary responsibility for this plan is delegated by the County Judge to Emergency Management who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Direct and control our local operating forces.
- b) Maintain coordination with neighboring jurisdictions and the Disaster District in Garland, Texas.
- c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
- d) Assign representatives to report to the EOC and develop procedures for EOC operations.
- e) Develop and identify the duties of the staff, use of displays and message forms, and procedures for EOC activation.
- f) Coordinate the evacuation of areas at risk.

j. Hazardous Materials & Oil Spill

- 1) Primary responsibility for this function is delegated by the County Judge to the Fire Marshal's Office, who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
- b) Establish the HAZMAT incident functional areas (e.g., hot zone, warm zone, cold zone, etc.)
- c) Initiate appropriate actions to control and eliminate the hazard in accordance with established HAZMAT response guidance and SOPs.
- d) Determine areas at risk and which public protective actions, if any, should be implemented.
- e) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
- f) Determine when affected areas may be safely re-entered.

k. Search & Rescue

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Fire Marshal's Office, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

I. Terrorist Incident Response

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Sheriff's Office, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and carry out protective anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care

- 1) Primary responsibility for this plan is delegated by the County Judge to Collin County Healthcare Services, who will be responsible for conducting annual reviews of Annex C (Shelter and Mass Care) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Public Information Officer, who will prepare and maintain Annex I (Emergency Public Information) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Establish a Joint Information Center (JIC), if required.

- b) Coordinate with Emergency Management in conducting on-going hazard awareness and public education programs.
- c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
- d) Provide information to the media and the public during emergency situations.
- e) Arrange for media briefings.
- f) Compile print and photo documentation of emergency situations.
- g) Coordinate with PIOs from impacted jurisdictions included in this EOP.

c. Recovery

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Public Works Department, who will prepare and maintain Annex J (Recovery) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Establish and train a damage assessment team using local personnel, specific to county property and infrastructure. Coordinate the efforts of that team with state and federal damage assessment personnel who may perform a Preliminary Damage Assessment (PDA) as part of the federal disaster declaration process.
 - b) Assess and compile information on damage to public property.
 - c) Work with other organizations to compile needs and carry out program to fill those needs.
 - d) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
 - e) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Engineering and Public Works Department, who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Protect government facilities and vital equipment where possible.
 - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
 - c) Direct temporary repair of vital facilities.
 - d) Restore damaged roads and bridges.
 - e) Restore waste treatment and disposal systems, county owned and/or maintained systems.
 - f) Arrange for debris removal.
 - g) General damage assessment support.
 - h) Building inspection support.
 - i) Provide specialized equipment to support emergency operations.
 - j) Support traffic control and search and rescue operations.

e. Utilities

1) Primary responsibility for this function is delegated by the County Judge to the Collin County Public Works Department, who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Prioritize restoration of utility service to vital facilities and other facilities.
- b) Arrange for the provision of emergency power sources where required.
- c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care, for Collin County mass care operations.
- d) Assess damage to, repair, and restore Collin County owned utilities.
- e) Monitor recovery activities of privately owned utilities.

f. Resource Management

1) Primary responsibility for this function is delegated by the County Judge to the Collin County Public Works Department, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs

2) Emergency tasks to be performed include:

- a) Maintain an inventory of emergency resources.
- b) During emergency operations, locate supplies, equipment, and personnel to meet specific needs, as requested.
- c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- d) In coordination with Purchasing, establish emergency purchasing procedures and coordinate emergency procurements that meet local, state, and federal requirements.
- e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- g) Establish staging areas for resources, if required.

g. Human Services

1) Primary responsibility for this plan is delegated by the County Judge to the Collin County Healthcare Services, who will prepare and maintain Annex O (Human Services) to this plan and supporting SOPs

2) Emergency tasks, in coordination with Volunteer Organizations Active in Disaster, to be performed include:

- a) Identify emergency feeding sites.
- b) Identify sources of clothing for disaster victims.
- c) Secure emergency food supplies.
- d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies.

- e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
- f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Engineering Department, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Maintain a local Hazard Mitigation Action Plan (HazMap)
 - c) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - d) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - e) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Public Works Department, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify local public and private transportation resources and coordinate their use in emergencies.
 - b) Coordinate deployment of transportation equipment to support emergency operations.
 - c) Establish and maintain a reserve pool of drivers, maintenance personnel, parts, and tools.
 - d) Maintain records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County Auditor's Office, who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Compile resource known resource needs.
 - b) Solicit donations to meet known needs, if needs exist.
 - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.

- d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods, if needed.
- e) Coordinate with Human Services and others in ensuring donated supplies are managed from receiving through distribution.
- f) Consider coordinating with an external agency to manage donation operations.

k. Legal

- 1) Primary responsibility for this function is delegated by the County Judge to the Collin County District Attorney's Office, who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise our officials on possible legal issues arising from disaster operations.
 - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
 - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.
- l. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

7. Volunteer Support Services Responsibilities

The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

a. American Red Cross

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

b. The Salvation Army

Provides emergency assistance to include mass and mobile feeding, counseling, missing person services, medical assistance, and the warehousing and distribution of donated goods including food, clothing, and household items. It also provides referrals to government and private agencies for special services.

c. Southern Baptist Convention Disaster Relief

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, feeding, temporary repairs, reconstruction, counseling, and bilingual services.

d. Amateur Emergency Radio Services

The Radio Amateur Civil Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

e. Collin County VOAD

Provides coordination of volunteer and corporate partners in the community for disaster response and recovery. Performs hazard mitigation and preparedness activities in coordination with local government.

f. Citizen Corp Program

- 1) Collin County Medical Reserve Corps (MRC)
- 2) City's Community Emergency Response Teams (CERT)
- 3) Collin County Sheriff's Office Citizens on Patrol (COP)
- 4) City's Citizens on Patrol (COP)
- 5) City's Fire Corp

These programs are managed locally in Collin County by both the county and local cities depending on the program. These programs provide training to citizen volunteers to assist local first responders and governments before, during, and after major emergencies or disasters. The MRC specializes in medical assistance and can assist with medical Points of Distribution (PODs), with medical operations in shelters, and other medical related tasks. The COPs, both county run and locally run, can assist with law enforcement activities, including traffic control, crowd monitoring, and other law enforcement type duties. The Fire Corp. can assist with fire department's public education and rehabilitation of first responders. Finally the CERTs are all hazards and can assist with a wide range of duties including damage assessment, shelter operations, and search and rescue, among others.

Provides medical and non-medical volunteers to support the deployment of the Strategic National Stockpile and other missions at the request of the Collin County Health Care Services.

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| VII. DIRECTION AND CONTROL |
|-----------------------------------|

A. General

1. The County Judge is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with NIMS, at the County. Each city establishes objectives and policies for their jurisdiction within their city's legal framework. During disasters, the County Judge may carry out those responsibilities from the EOC. Mayors may fulfill their duties from their respective EOCs.
2. The EMC will provide overall direction of the response activities of all involved county departments. During major emergencies and disasters, the EMC will normally carry out those responsibilities from the County EOC.
3. The Emergency Management Coordinator, or designee, will manage the EOC.



CITY OF LAVON Agenda Brief

MEETING: April 20, 2021

ITEM: 8 - E

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

No new orders have been issued by Governor Abbott since April 6, 2021. 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](#) and a TSHS [link with vaccination information](#).

From the federal government, all cities will be entitled to a federal grant from the new *Coronavirus Local Fiscal Recovery Fund*. The city attorney provided an analysis of this at the last meeting and is continuing to collect pertinent information. A presentation from the National League of Cities (NLC) about the federal stimulus bill is attached. The National League of Cities (NLC) has prepared a comprehensive [web page](#) with the latest information.

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

Collin County Healthcare Services: [information and registration link](#)

Testing

Collin CARES: [information for testing](#)

City Operations

Early voting will begin on April 19, 2021 at City Hall for the May 1, 2021 election.

The LEDC met in person this week.

City Hall, Municipal Court and Police Department operations have been adjusted and modified per the directions provided by the City Council at the April 6, 2021 meeting. Public Works Director David Carter constructed and installed a barrier in the front office at City Hall.



Letters have been sent to customers who have utility accounts that are more than \$100 delinquent.

Attachments: 1) Operations Update - Safe Practices



SAFE BUSINESS PRACTICES FOR MOVING FORWARD

APRIL 20, 2021

| PRACTICE or PROTOCOL |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. City Hall will be unlocked when appropriate barriers have been installed. Anticipated April 19, 2021. <ul style="list-style-type: none">- Masks required for employees when spacing is not possible- Masks requested for the public- Encourage use of the temperature screening device- Limited occupancy in the reception area with 6' spacing- Increase frequency of cleaning service- Set routine sanitization schedule |
| 2. Police Department and Municipal Court will continue to manage lobby capacity by controlled access at the front door. |
| 3. Continue Municipal Court proceedings per approved COVID Court Operating Plan |
| 4. Discontinue hazard pay for public safety employees. |
| 5. Open meetings may be conducted in person <ul style="list-style-type: none">- Meetings may be conducted virtually as needed |
| 6. Virtual business meetings may be encouraged |
| 7. In-person business meetings may be permitted with proper spacing |
| 8. Special events are suspended until the Fall Festival |
| 9. Encourage continued submission of utility / permit payments online, by mail or drop-box <ul style="list-style-type: none">- Consider budgeting for the cost of credit card processing charges- Look into incentive program ideas |
| 10. Resume cut-off for delinquent utility account with proper advance notice |
| 11. Suspend rental of the community center and gymnasium |
| 12. City Hall Park is open with signs that equipment is not sanitized |
| 13. Keep the gymnasium closed to "Open Gym" |
| 14. Remote working may be scheduled at Directors' discretion |
| 15. Do not provide notarizations as a public service |
| 16. Building inspection practices per contractor guidelines |
| 17. Continue salary-continuation for COVID-infected employees |
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CITY OF LAVON

Agenda Brief

MEETING: April 20, 2021

ITEM: 8 - F

Item:

Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission and Lavon Economic Development Corporation (LEDC) Board of Directors.

Background:

In addition to the elected City Council, several appointed boards and commissions provide invaluable contributions to the City through their service. The members of these boards are appointed by the City Council for specific terms of service.

Currently vacancies exist on the LEDC Board and the Planning and Zoning Commission.

Attachments: Spreadsheet – Boards & Commissions

City of Lavon Boards & Commissions

April 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 | | vacant | 7/15/2022 | formerly J. Garcia |
| Planning & Zoning Commission | | | | 5 members, residency req |
| Seat 1 | | | 6/1/2021 | formerly J. Curley |
| 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 | 2/2/2021 | Joe Serpette | 1/1/2023 | |
| Alternate | 3/16/2021 | Brad Tiegs | 1/1/2022 | |
| 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 |



CITY OF LAVON Agenda Brief

MEETING: April 20, 2021

ITEM: 9

Item:

DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – Reports for services, activity, and administration.
- B. Fire Services – LFD service and equipment report.
- C. Public Works Services – General utilities, capital projects and public works, street maintenance report including projects, mowing and trash collection; and code enforcement report.
- D. Administration Services – Building Permits Report; CWD Recycling Report; Collin County Tax Collection Report; Comprehensive Plan Update Report; TxDOT SH 205 Report; and administration and staff report.



LAVON POLICE

501B Lincoln Ave
P.O. Box 340
Lavon, Texas 75166
(972)-843-4219

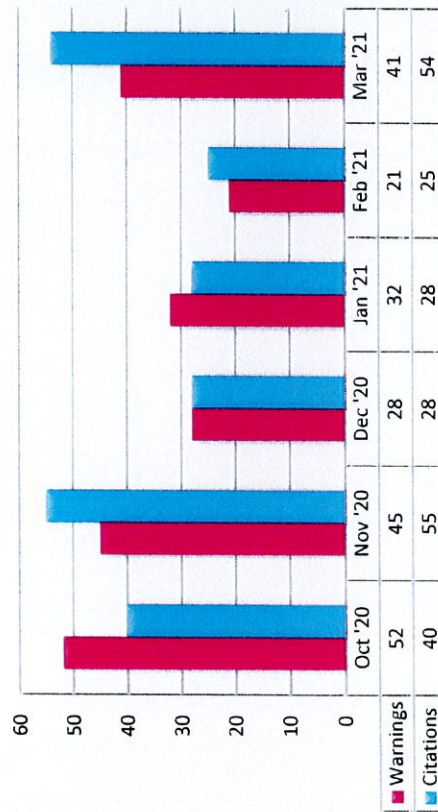




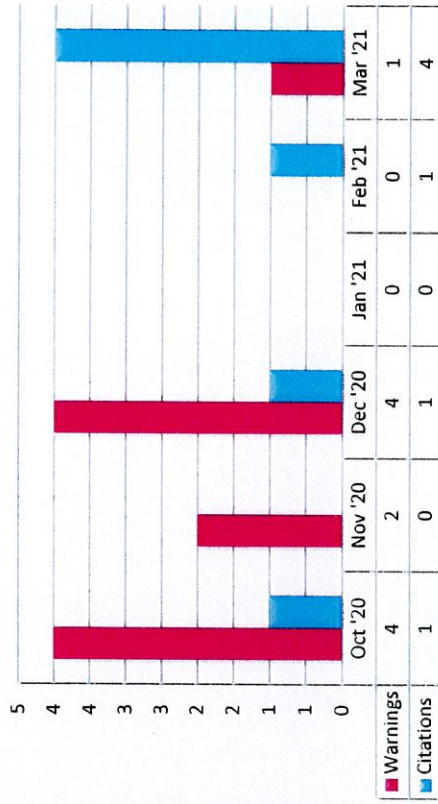
LAVON & NEVADA

March 2021
Activity Report

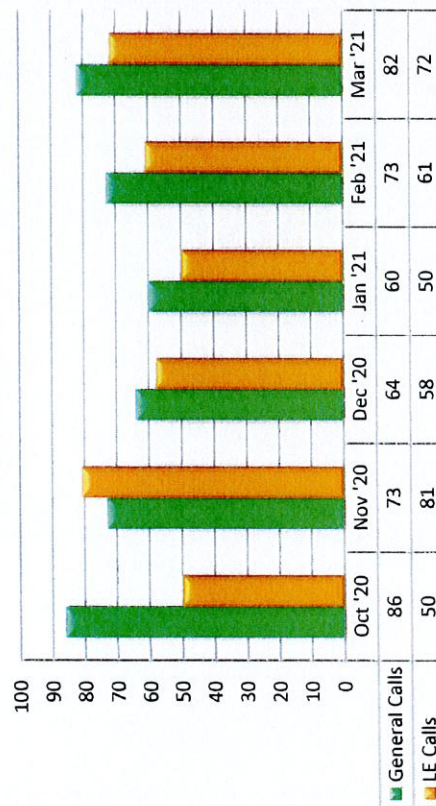
Lavon Traffic



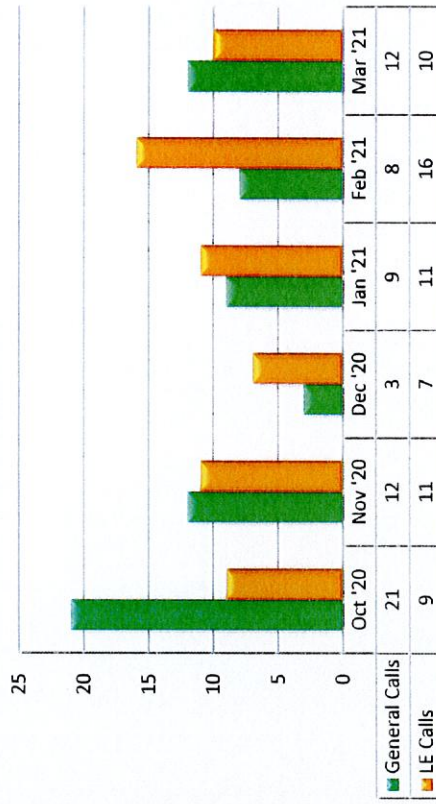
Nevada Traffic



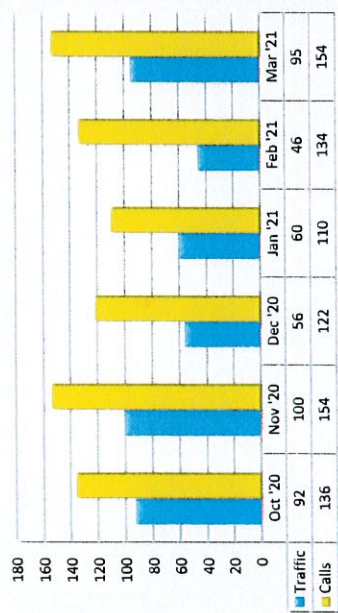
Lavon Calls



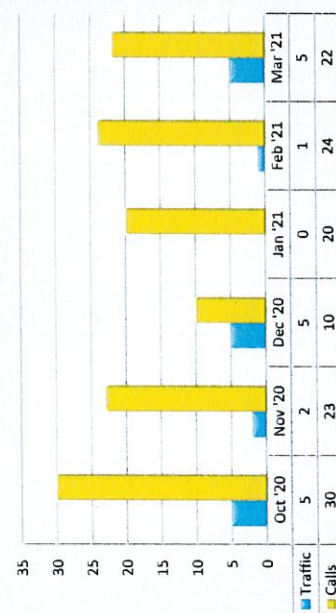
Nevada Calls



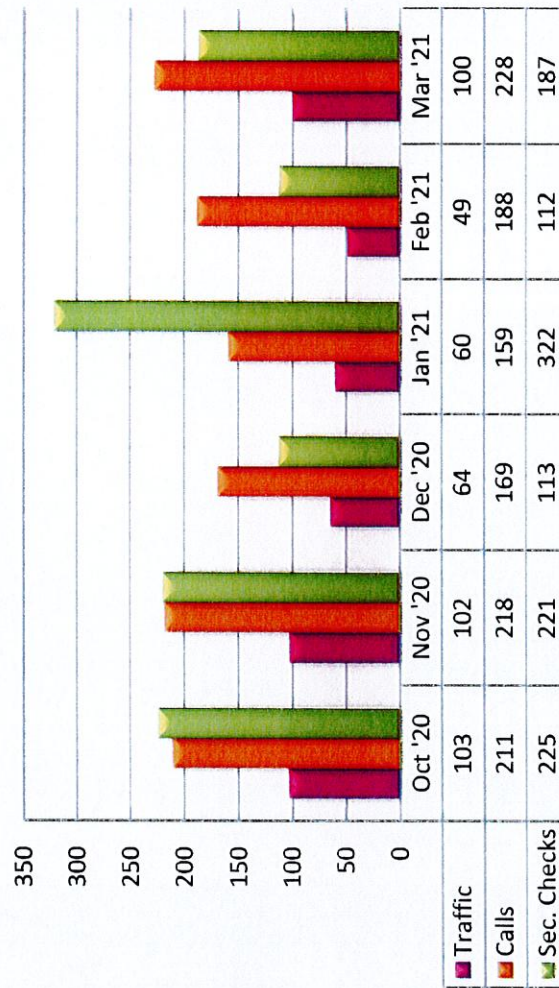
Lavon Activity



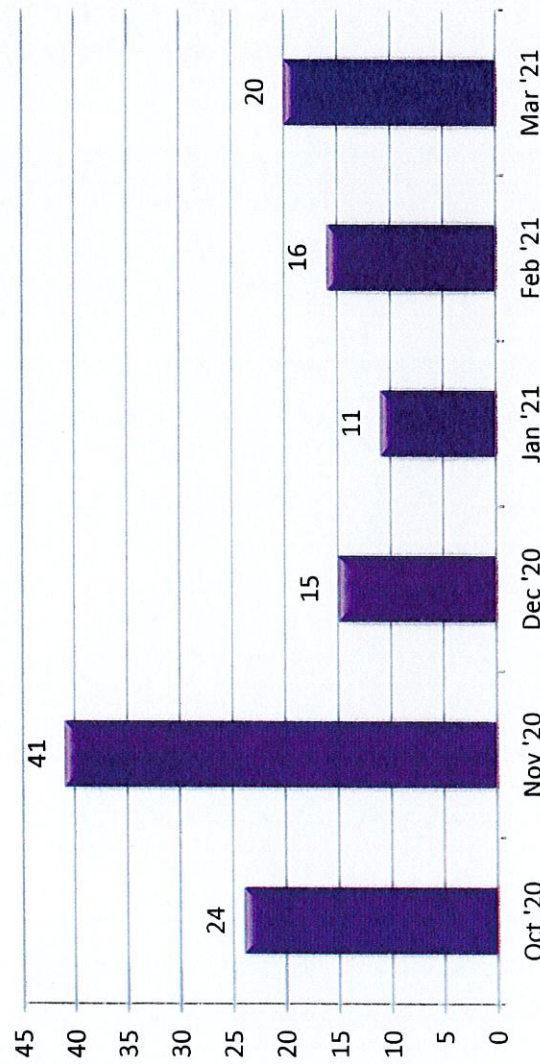
Nevada Activity



LPD Activity

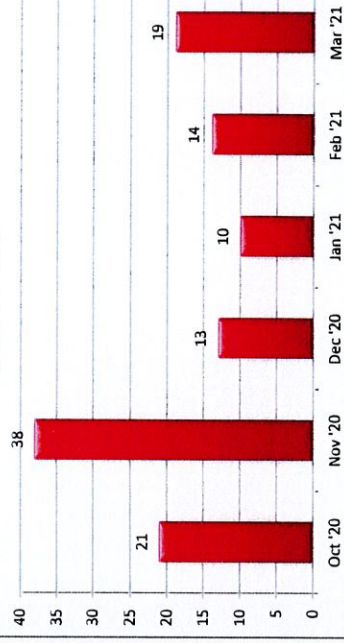


LPD Criminal Offenses (excludes "C" Traffic)

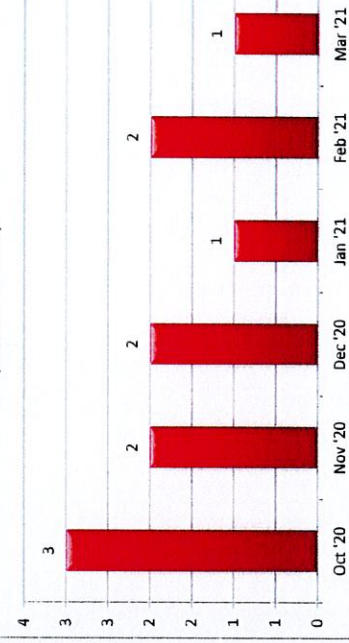


In Nov 2020 one case occurred outside both Cities.

Lavon Criminal Offenses (excludes "C" Traffic)

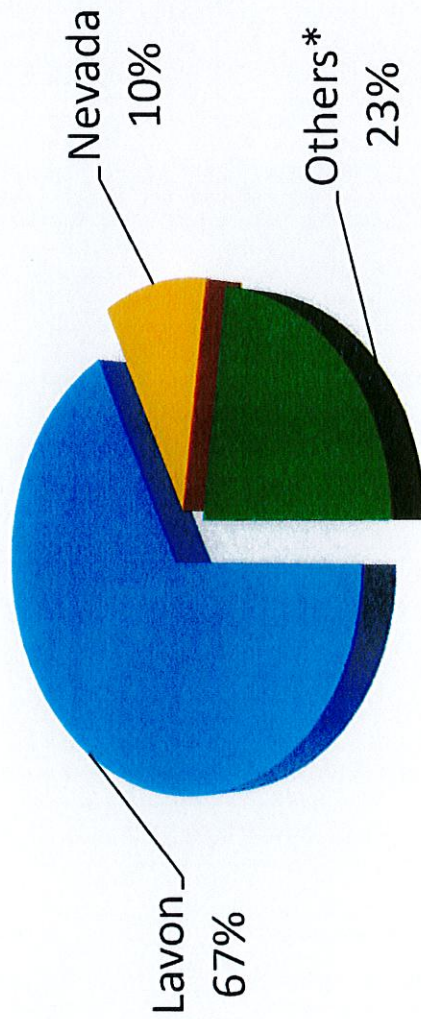


Nevada Criminal Offenses (excludes "C" Traffic)



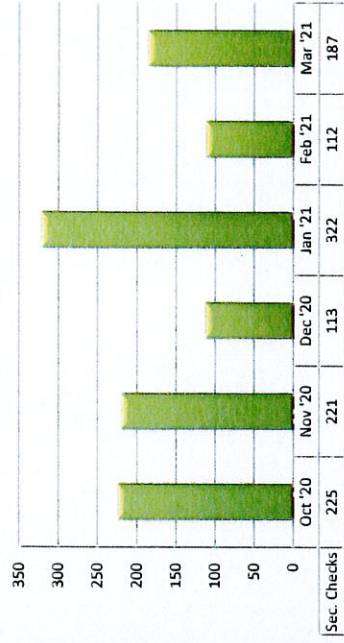
NOTE: There was an error in the algorithm for calculating prior Criminal Offense Reports. It is now fixed and the correct numbers are reflected here.

LPD Call Breakout

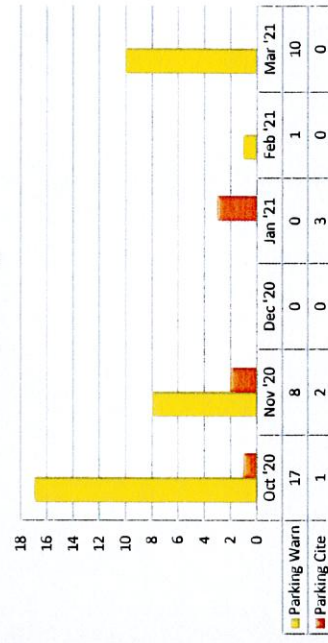


* May include other cities and/or unincorporated areas of the County

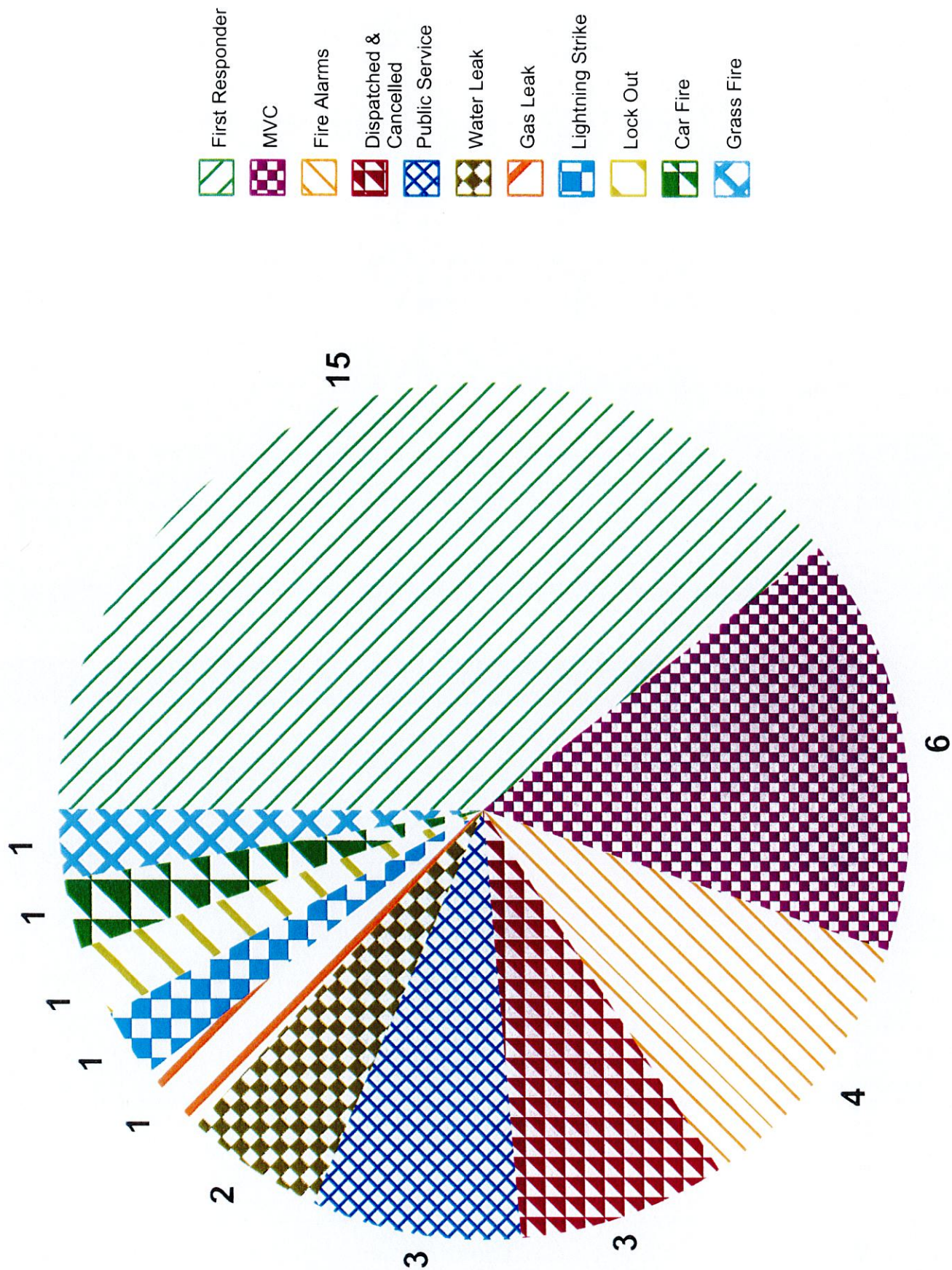
LPD Security Checks



LPD Parking



March Calls 2021



38 Total calls



**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2020-2021**

| PERMITS | March - 21 | Calendar Year 2021 | Permit Valuations | March - 20 | Calendar Year 2020 | Permit Valuations |
|---------------|------------|-----------------------|---------------------|------------|-----------------------|--------------------|
| | NUMBER | NUMBER | Permit Fee's | NUMBER | NUMBER | Permit Fee's |
| COMMERCIAL | 4 | 9 | \$20,469.00 | 2 | 6 | \$825.00 |
| SINGLE FAMILY | 45 | 103 | \$304,181.53 | 1 | 16 | \$54,983.32 |
| POOLS | 0 | 0 | \$0.00 | 0 | 0 | \$0.00 |
| OTHERS | 80 | 214 | \$17,656.57 | 8 | 34 | \$4,665.20 |
| TOTAL | 129 | 326 | \$342,307.10 | 11 | 56 | \$60,473.52 |



Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Coordinator*





Municipal Recycling Program



Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of Lavon are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

| | Mar-2021 | Feb-2021 | Jan-2021 | Dec-2020 | Nov-2020 | Oct-2020 | Sep-2020 | Aug-2020 | Jul-2020 | Jun-2020 | May-2020 | Apr-2020 |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Homes | 1,521 | 1,521 | 1,510 | 1,510 | 1,510 | 1,475 | 1,458 | 1,458 | 1,457 | 1,457 | 1,447 | 1,449 |
| Resi Recy Tonnage | 36.12 | 24.40 | 22.07 | 36.07 | 20.17 | 14.92 | 32.15 | 24.46 | 27.62 | 27.22 | 20.61 | 27.64 |
| Pounds / Home / Month | 47.50 | 32.08 | 29.23 | 47.77 | 26.72 | 20.23 | 44.10 | 33.55 | 37.91 | 37.36 | 28.49 | 38.15 |



Municipal Service Inquiries



Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

**** February 2021 grievance data is unavailable due to reporting issues. ****

| | Mar-2021 | Feb-2021 | Jan-2021 | Dec-2020 | Nov-2020 | Oct-2020 | Sep-2020 | Aug-2020 | Jul-2020 | Jun-2020 | May-2020 | Apr-2020 |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Service Opportunities | 13,171 | 13,171 | 13,076 | 13,076 | 13,076 | 12,773 | 12,626 | 12,626 | 12,617 | 12,617 | 12,531 | 12,548 |
| Service Inquiries | 2 | 0 | 3 | 4 | 2 | 2 | 4 | 1 | 5 | 3 | 5 | 3 |
| Per 1,000 Service Opps | 0.15 | 0.00 | 0.23 | 0.31 | 0.15 | 0.16 | 0.32 | 0.08 | 0.40 | 0.24 | 0.40 | 0.24 |



Customer Service Inquiries - Detail



Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of Lavon and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Grievances for the Period of 03/01/2021 - 03/31/2021

| Date | Account | Address | Service Type | Service Code |
|------------|------------|------------------|--------------|---------------------|
| 03-04-2021 | 105627-570 | 130 BROOKVIEW DR | RESI-TRASH | SERVICE TRASH CART |
| 03-04-2021 | 105627-572 | 340 BROOKVIEW DR | RESI-TRASH | SERVICE TRASH CART |
| | | | | Total RESI-TRASH: 2 |
| | | | | Total Inquiries: 2 |

Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040

April 12, 2021

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

Dear Mayor Sanson,

Enclosed is the Monthly Collection Report for:
The City of Lavon tax collections for the month were:

March 2021
16,023.14

Sincerely,



Kenneth L. Maun
Tax Assessor Collector

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:jd

Kenneth L. Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Page 1

Monthly Collection Status Report
March 2021

City of Lavon #18

| | Collections Month of March | Cumulative Total 10/1/20 thru 3/31/21 | % of Collections |
|-------------------------------------------|-------------------------------|------------------------------------------|---------------------|
| Current Tax Year Collections | | | |
| Base M&O | 9,310.15 | 1,104,358.80 | 98.51% |
| Base I&S | 6,303.61 | 747,721.57 | |
| Late Rendition Penalty | 35.05 | 66.96 | |
| P&I M&O | 508.79 | 759.35 | |
| P&I I&S | 342.84 | 512.47 | |
| P&I I&S Bond | | | |
| Attorney Fee | 0.00 | 0.00 | |
| Other | 0.00 | 0.00 | |
| Subtotal | 16,500.44 | 1,853,419.15 | 98.58% |
| Delinquent Tax Years Collections | | | |
| Base M&O | (265.21) | 330.63 | |
| Base I&S | (212.11) | 365.29 | |
| Late Rendition Penalty | 0.00 | 0.00 | |
| P&I M&O | 0.02 | 393.93 | |
| P&I I&S | 0.00 | 347.92 | |
| P&I I&S Bond | | | |
| Attorney Fee | 0.01 | 498.38 | |
| Other | 0.00 | 0.00 | |
| Subtotal | (477.29) | 1,936.15 | 0.10% |
| Combined Current & Delinquent: | | | |
| Base M&O | 9,044.94 | 1,104,689.43 | |
| Base I&S | 6,091.50 | 748,086.86 | |
| Late Rendition Penalty | 35.05 | 66.96 | |
| P&I M&O | 508.81 | 1,153.28 | |
| P&I I&S | 342.84 | 860.39 | |
| P&I I&S Bond | | | |
| Attorney Fee | 0.01 | 498.38 | |
| Other | 0.00 | 0.00 | |
| Total Collections | 16,023.15 | 1,855,355.30 | 98.68% |
| Original 2020 Tax Levy | | 1,880,093.82 | 100.00% |

Kenneth L. Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Page 2

Cumulative Comparative Collection Status Report
March 2021

City of Lavon #18

| | Collections thru March 2021 | % Collections | Collections thru March 2020 | % Collections |
|------------------------------------------|--------------------------------|---------------|--------------------------------|---------------|
| Current Tax Year Collections | | | | |
| Base M&O | 1,852,080.37 | 98.51% | 1,752,948.87 | 98.69% |
| Late Rendition Penalty | 66.96 | | 174.42 | |
| P&I M&O | 1,271.82 | | 679.78 | |
| Attorney Fee | 0.00 | | 0.00 | |
| Other | 0.00 | | 0.00 | |
| Subtotal | <u>1,853,419.15</u> | 98.58% | <u>1,753,803.07</u> | 98.74% |
| Delinquent Tax Years Collections | | | | |
| Base M&O | 695.92 | | 2,710.02 | |
| Late Rendition Penalty | 0.00 | | 0.00 | |
| P&I M&O | 741.85 | | 772.50 | |
| Attorney Fee | 498.38 | | 247.25 | |
| Other Fees | 0.00 | | 0.00 | |
| Subtotal | <u>1,936.15</u> | 0.10% | <u>3,729.77</u> | 0.21% |
| Combined Current & Delinquent | | | | |
| Base M&O | 1,852,776.29 | | 1,755,658.89 | |
| P&I M&O | 2,013.67 | | 1,452.28 | |
| Late Rendition Penalty | 66.96 | | 174.42 | |
| Attorney Fee | 498.38 | | 247.25 | |
| Other | 0.00 | | 0.00 | |
| Total Collections | <u>1,855,355.30</u> | 98.68% | <u>1,757,532.84</u> | 98.95% |
| Adjusted 2019 Tax Levy | | | <u>1,776,199.64</u> | 100.00% |
| Original 2020 Tax Levy | <u>1,880,093.82</u> | 100.00% | | |

Kenneth L. Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Page 3

Levy Outstanding Status Report
March 2021

City of Lavon #18

| | Current Tax Year | Delinquent Tax Years |
|-----------------------------------------|------------------|----------------------|
| Current Month: | | |
| Tax Levy Remaining as of 2/26/21 | 45,496.36 | 6,498.09 |
| Base M&O Collections | 15,613.76 | (477.32) |
| Supplement/Adjustments | (377.20) | 0.00 |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 3/31/21 | <u>29,505.40</u> | <u>6,975.41</u> |
| Cumulative (From 10/01/20 thru 3/31/21) | | |
| Original 2020 Tax Levy (as of 10/01/20) | 1,880,093.82 | 8,314.01 |
| Base M&O Collections | 1,852,080.37 | 695.92 |
| Supplement/Adjustments | 1,491.95 | (642.68) |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 3/31/21 | <u>29,505.40</u> | <u>6,975.41</u> |

Kenneth L. Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Page 4

Monthly Distribution Report
March 2021

City of Lavon #18

| | Distribution Month of March | Distribution 10/1/20 thru 3/31/21 |
|-------------------------------------------|--------------------------------|--------------------------------------|
| Weekly Remittances: | | |
| Week Ending 3/5/21 | 5,042.63 | 162,365.39 |
| Week Ending 3/12/21 | 3,558.04 | 211,217.43 |
| Week Ending 3/19/21 | 2,985.16 | 283,648.45 |
| Week Ending 3/26/21 | 2,656.58 | 191,831.65 |
| Week Ending 3/31/21 | 1,778.98 | 1,005,673.24 |
| Total Weekly Remittances | <u>16,021.39</u> | <u>1,854,736.16</u> |
| Overpayment from Prior Month | 0.00 | 117.41 |
| Excess Refund Remittance Repaid to Entity | 0.00 | 0.00 |
| Commission Paid Delinquent Attorney | 0.01 | 498.38 |
| Entity Collection Fee | 0.00 | 0.00 |
| Judgement Interest | 0.00 | 0.00 |
| 5% CAD Rendition Penalty | 1.75 | 3.35 |
| Total Disbursements | <u>16,023.15</u> | <u>1,855,355.30</u> |
| Carryover to Next Month | 0.00 | 0.00 |

2833 - Lavon, City of (General Obligation Debt)

Report - Lavon, City of (General Obligation Debt) / Sales Tax Data

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the [Texas Comptroller's website](#) if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- [View Grid Based on Fiscal Year](#)
- [View Grid With All Years](#)

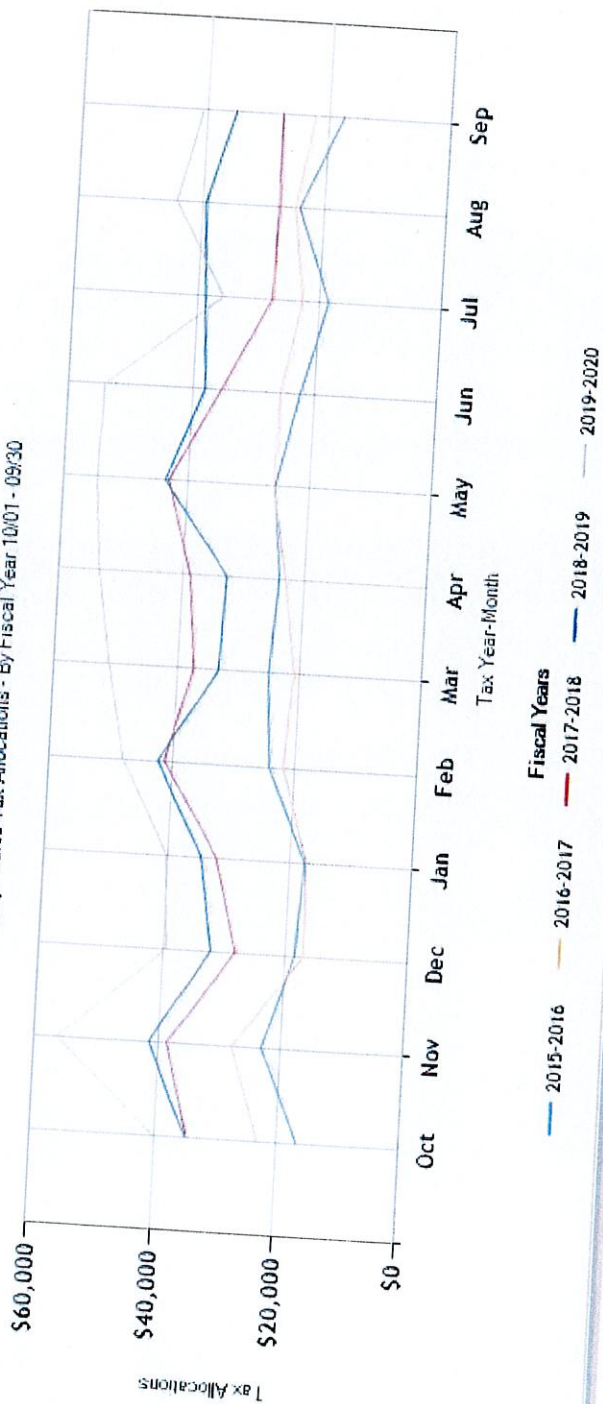
[Download to Excel](#)

By Calendar Year

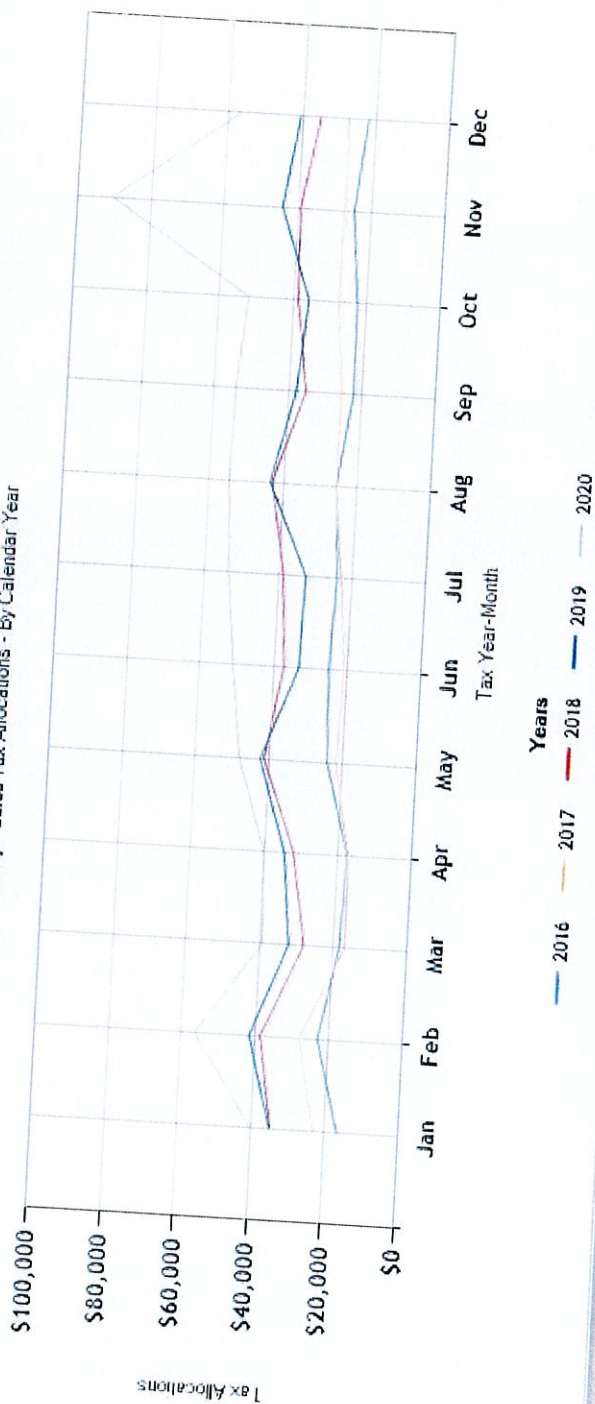
| Year | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|----------|----------|-----------|
| 2021 | \$58,898 | \$80,039 | \$56,878 | \$48,350 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$244,164 |
| 2020 | \$40,349 | \$56,602 | \$39,533 | \$40,351 | \$48,207 | \$51,191 | \$53,631 | \$54,745 | \$54,314 | \$52,096 | \$90,909 | \$56,718 | \$638,645 |
| 2019 | \$35,116 | \$41,596 | \$32,296 | \$34,749 | \$42,410 | \$33,403 | \$32,771 | \$43,642 | \$37,975 | \$35,846 | \$44,260 | \$40,667 | \$454,732 |
| 2018 | \$34,883 | \$38,663 | \$28,296 | \$32,210 | \$41,357 | \$37,397 | \$38,763 | \$43,030 | \$35,374 | \$38,730 | \$39,419 | \$35,260 | \$443,381 |
| 2017 | \$23,334 | \$28,270 | \$17,054 | \$17,410 | \$22,051 | \$21,074 | \$23,146 | \$25,990 | \$25,733 | \$27,837 | \$27,458 | \$27,603 | \$286,962 |
| 2016 | \$16,738 | \$23,265 | \$18,517 | \$17,691 | \$24,381 | \$25,242 | \$24,250 | \$25,789 | \$22,468 | \$22,849 | \$24,877 | \$22,304 | \$268,372 |
| 2015 | \$15,458 | \$20,264 | \$16,418 | \$15,845 | \$20,890 | \$16,999 | \$18,497 | \$23,514 | \$20,100 | \$18,554 | \$24,151 | \$17,624 | \$228,313 |
| 2014 | \$11,898 | \$19,981 | \$12,109 | \$11,920 | \$21,846 | \$14,703 | \$14,625 | \$18,397 | \$14,846 | \$16,213 | \$17,336 | \$16,025 | \$189,898 |
| 2013 | \$10,998 | \$14,996 | \$8,945 | \$11,649 | \$14,195 | \$13,186 | \$13,097 | \$14,801 | \$13,139 | \$12,032 | \$14,975 | \$11,935 | \$153,947 |
| 2012 | \$10,525 | \$12,667 | \$8,695 | \$11,343 | \$13,292 | \$12,186 | \$12,749 | \$13,134 | \$11,847 | \$11,166 | \$15,054 | \$12,518 | \$145,177 |

1 2 3 >

Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



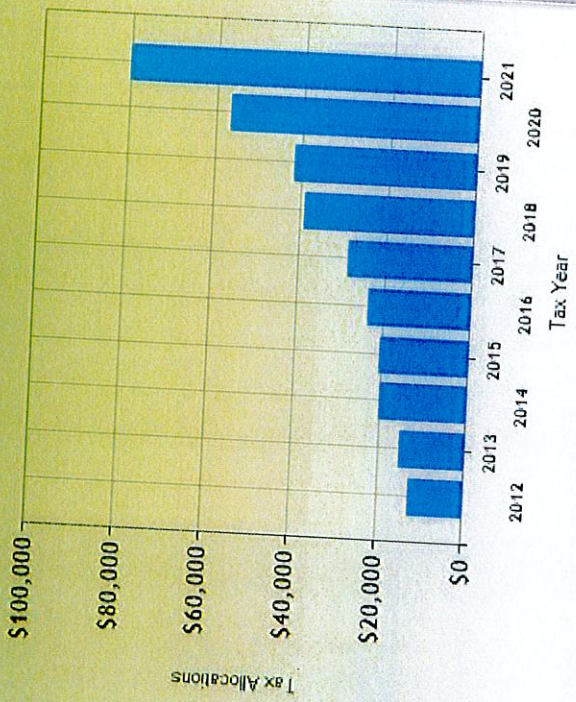
Monthly - Sales Tax Allocations - By Calendar Year



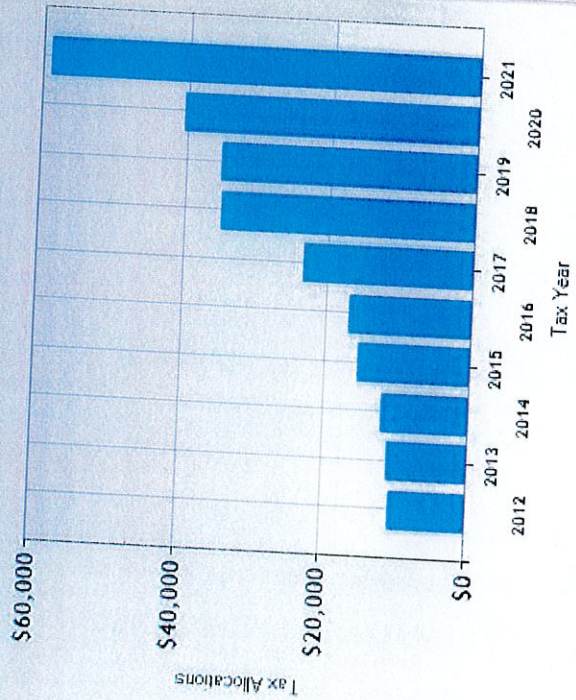
Yearly - Sales Tax Allocations - Past 20 Years



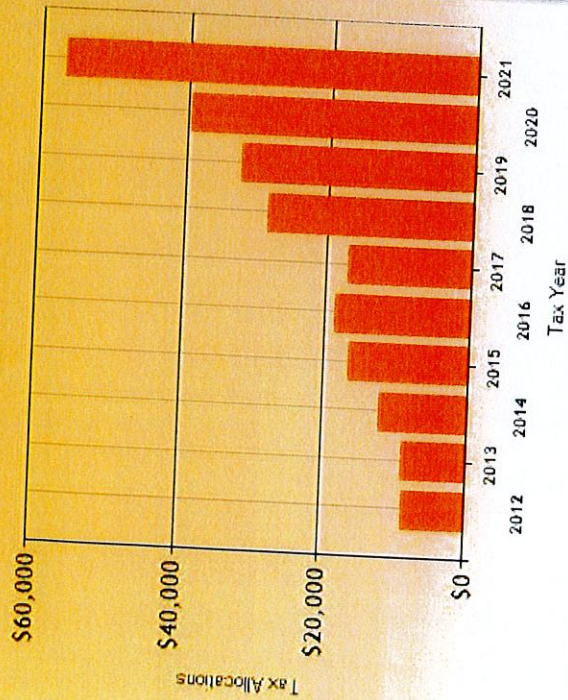
February - Sales Tax Allocations by Year



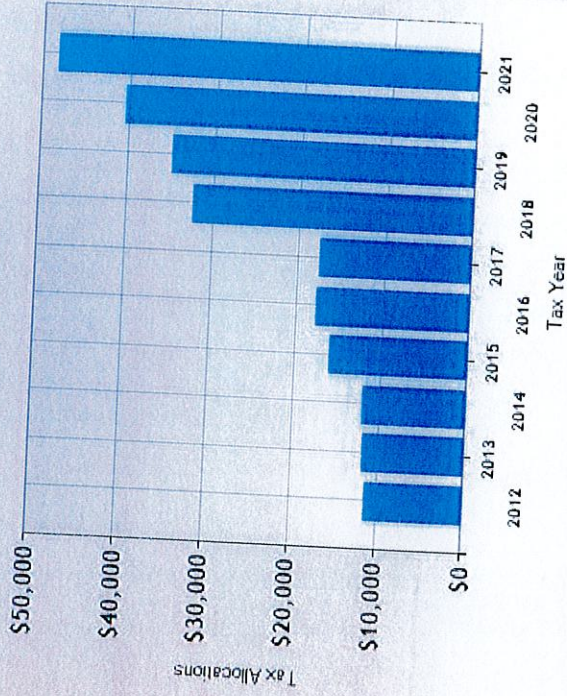
January - Sales Tax Allocations by Year



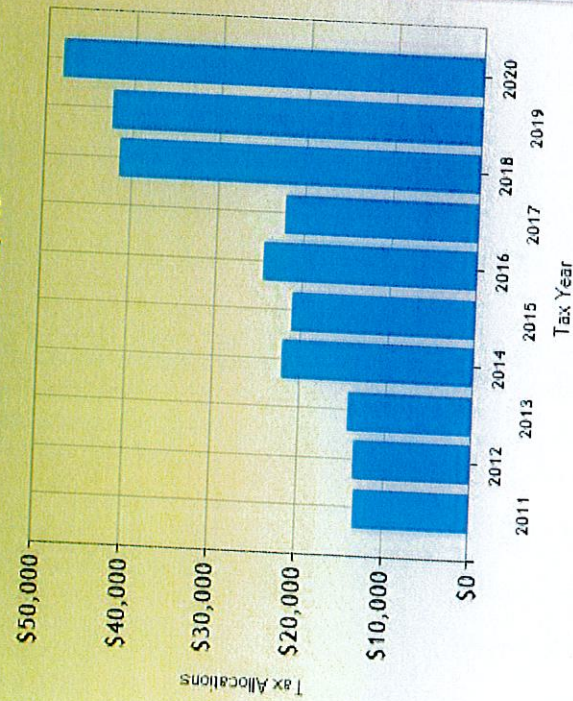
March - Sales Tax Allocations by Year



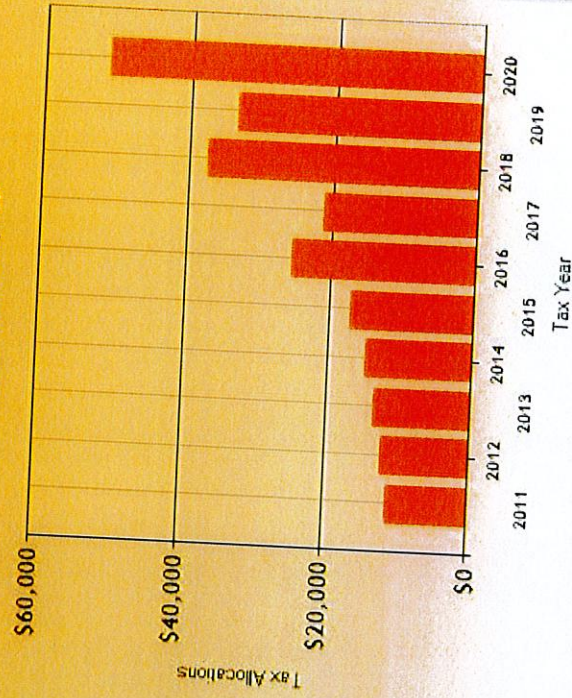
April - Sales Tax Allocations by Year



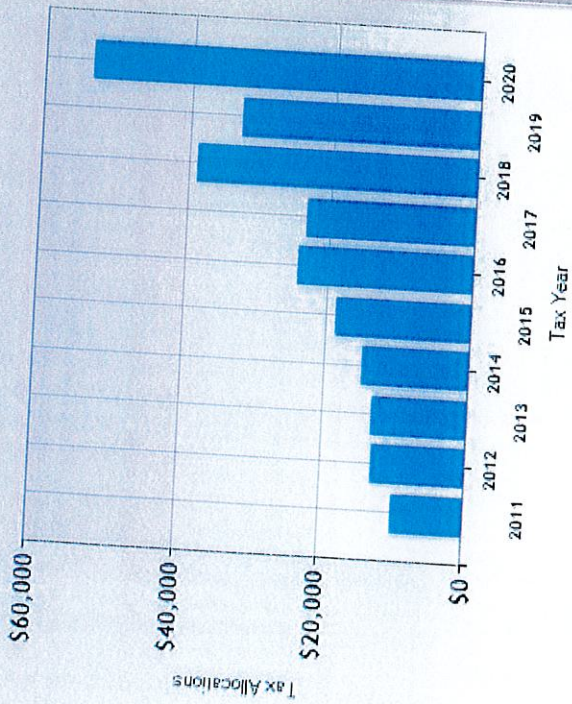
May - Sales Tax Allocations by Year



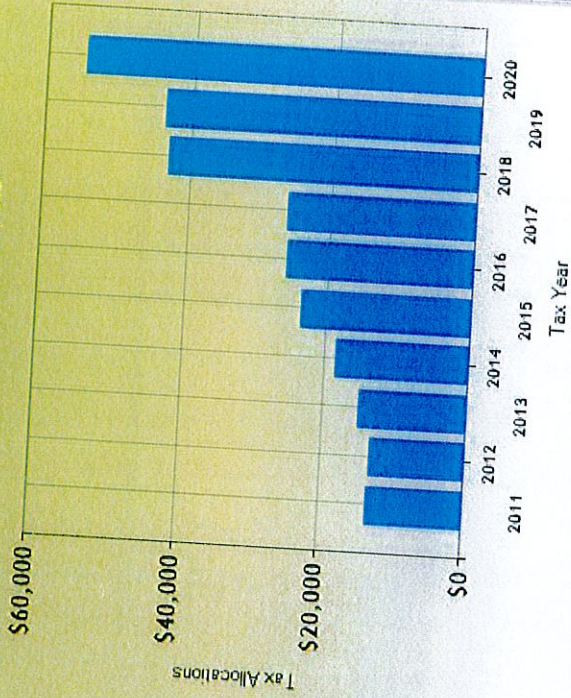
June - Sales Tax Allocations by Year



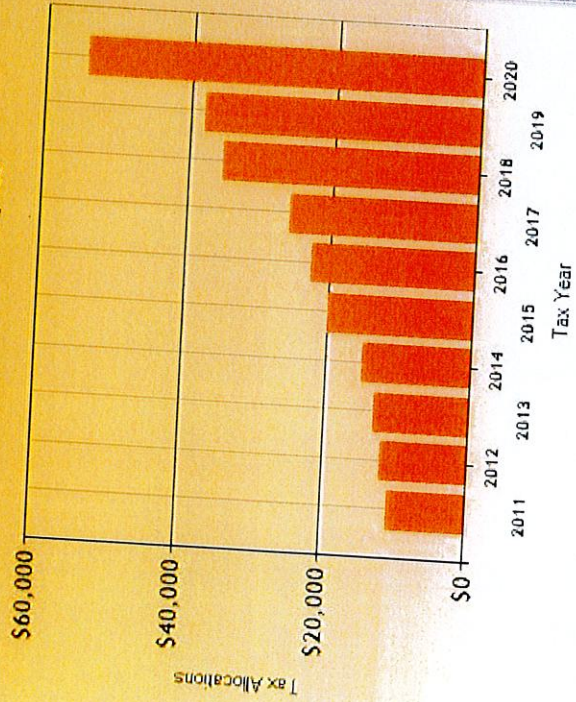
July - Sales Tax Allocations by Year



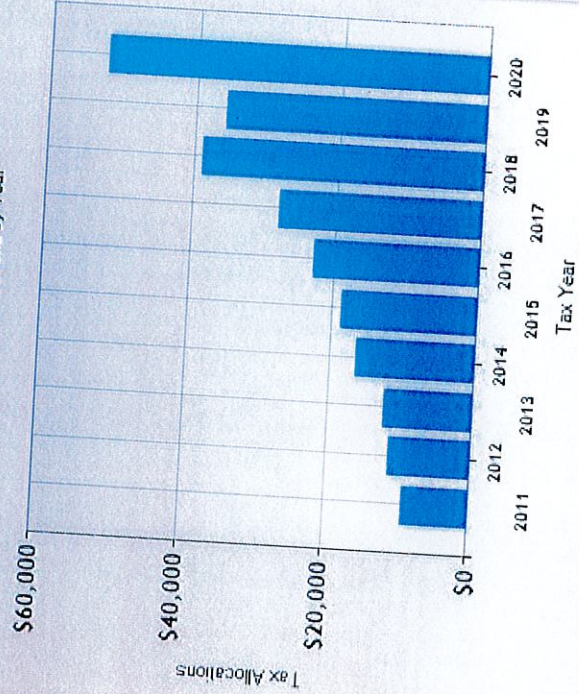
August - Sales Tax Allocations by Year



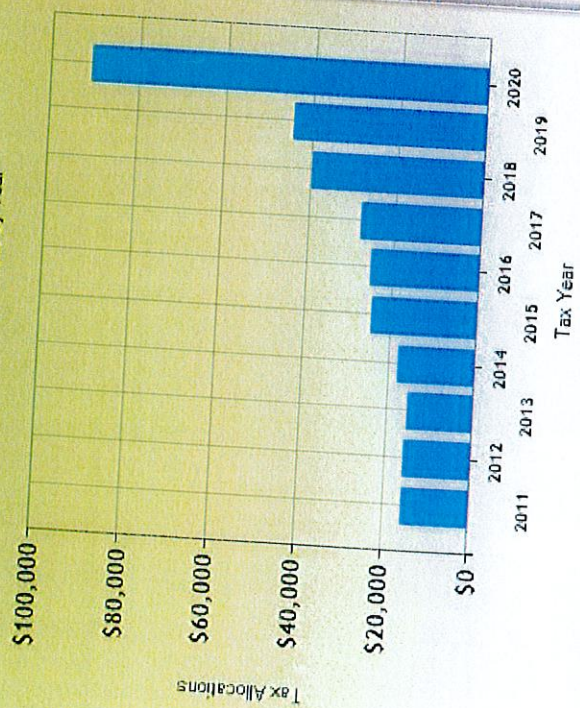
September - Sales Tax Allocations by Year



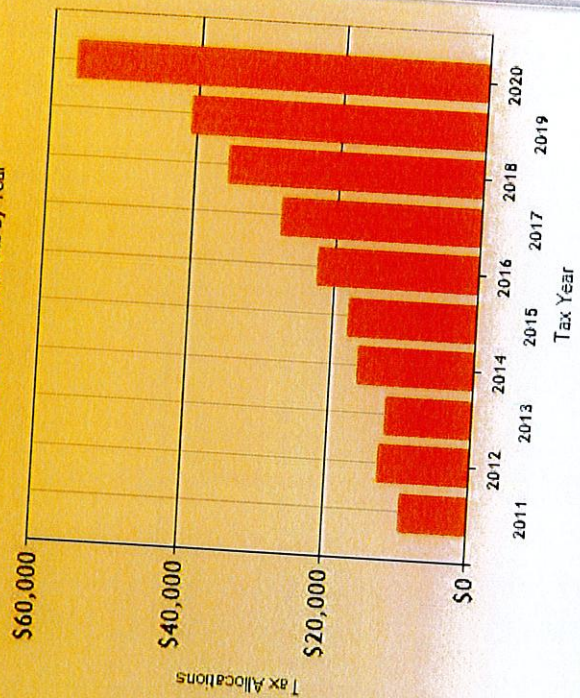
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



Kim Dobbs

From: Rae Norton <rnorton@lavontx.gov>
Sent: Tuesday, March 30, 2021 3:03 PM
To: Kim Dobbs
Subject: FW: Hwy 205 within City of Lavon

I got this from TxDOT regarding the Hwy 205 project

Rae Norton
City of Lavon
City Secretary
rnorton@lavontx.gov
972-843-4220 Office

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From: Neal Frisinger <Neal.Frasinger@txdot.gov>
Sent: Tuesday, March 30, 2021 2:54 PM
To: Rae Norton <rnorton@lavontx.gov>
Subject: RE: Hwy 205 within City of Lavon

Rae,

SH 205 design plans are currently at 90%. Estimated Let date is 9/2021.

Thanks,
-Neal Frisinger, P.E.
TxDOT – Dallas District Roadway design

From: Rae Norton [<mailto:rnorton@lavontx.gov>]
Sent: Tuesday, March 30, 2021 8:41 AM
To: Neal Frisinger <Neal.Frasinger@txdot.gov>
Subject: Hwy 205 within City of Lavon

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Good morning Mr. Frisinger, I would like to request an update to the HWY 205 project within the City of Lavon.
Thank you,