

AGENDA MARCH 7, 2023 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. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. ITEMS OF INTEREST/COMMUNICATIONS

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

4. CITIZENS COMMENTS

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

5. PRESENTATION

Presentation of and discussion regarding the 2022 Financial Statements and Independent Audit Report – Mike Ward Accounting & Financial Consulting, PLLC.

6. WORK SESSION

- **A.** Presentation, discussion, and action regarding capital improvement plan, infrastructure priorities, and funding opportunities.
- **B.** Presentation, discussion, and action regarding a Community Survey and an update of the City of Lavon Strategic 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 February 21, 2023 meeting.
- **B.** Receive the City of Lavon Police Department 2022 Racial Profiling Report.
- C. Approve the second of two readings of Resolution No. <u>2023-02-07</u> authorizing the Lavon Economic Development Corporation to expend funds for the Business Improvement Loan/Grant Project, such project not to exceed \$30,000.00; and providing an effective date.
- **D.** Approve Resolution No. <u>2023-03-01</u> approving and authorizing the execution of a Work Order with Peloton Land Solutions for professional planning services related to a Community Survey and an update of the Strategic Plan in an amount not to exceed \$12,000.00.
- **E.** Approve Resolution No. <u>2023-03-02</u> approving and authorizing the execution of Change Order No. 1 for the Construction Contract for Texas Department of Agriculture TXCDBG # CDV21-0092 Street Improvements with GRod Construction for zero dollars.

8. ITEMS FOR CONSIDERATION

- **A.** Public hearing, discussion, and action regarding an application for a conditional use permit to construct a 1,290 square foot (sq ft) accessory structure that is 964 sq ft larger than permitted at 220 Forder Ct. on approximately 1 acre out of the S M Rainer Survey, Abstract 740 Sheet 2, Tract 26, City of Lavon, Collin County, Texas (CCAD Property ID 1291328).
 - 1) Presentation of proposed application.
 - 2) **PUBLIC HEARING** to receive comments regarding the proposed application.

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- 3) Discussion and action regarding the proposed application and accompanying Ordinance No. **2023-03-01**.
- **B.** Public hearing, discussion, and action regarding an amendment of the Grand Heritage Planned Development (PD) District regulations established by Ordinance No. <u>2004-09-05</u>, in Section 3.2.4 "Uses in Commercial Planning Areas", and other related sections, to amend the permitted uses, conditional uses, off-street parking requirements, and off-street loading requirements relating to alcohol-related restrictions as adopted in Ordinance No. <u>2022-07-02</u>, to apply to certain portions of the property described in Ordinance No. <u>2004-09-05</u>, consisting of 1.24 acres west of 890 S.H. 78, Lavon, Texas.
 - 1) Presentation of proposed amendment.
 - 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
 - 3) Discussion and action regarding the proposed amendment an accompanying Ordinance No. **2023-03-02**.
- C. Public hearing, discussion, and action regarding an amendment of Chapter 9 "Planning and Development Regulations", Article 9.03 "Zoning Ordinance" of the Code of Ordinances of the City of Lavon, to amend the City's zoning regulations regarding smoke, tobacco, vape, and CBD shops within the City by amending Division 2 "Districts and Zoning District Map", Section 9.03.032 "Permitted Use Table", Division 3 "Definitions", Section 9.03.061 "General", and Division 4 "Regulations Applicable to All Districts."
 - 1) Presentation of proposed amendment.
 - 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
 - 3) Discussion and action regarding the proposed amendment and accompanying Ordinance No. 2023-03-03.
- **D.** Public hearing, discussion, and action regarding an amendment of Chapter 9 "Planning and Development Regulations", Article 9.03 "Zoning Ordinance" of the Code of Ordinances of the City of Lavon, to amend the City's zoning regulations by amending Division 2 "Districts and Zoning District Map", Division 6 "Regulations Applicable to Mixed Use and Nonresidential Districts", and certain related sections of the Zoning Ordinance, to amend regulations for Planned Development (PD) Districts.
 - 1) Presentation of proposed amendment.
 - 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
 - 3) Discussion and action regarding the proposed amendment and accompanying Ordinance No. **2023-03-04**.
- **E.** Discussion and action regarding the final plat of the Trails of Lavon Addition, Phase 2B for 104 residential lots and 3 open space tracts on 28.54 acres of land, situated in the S.A. Roberts Survey, A-773 southwest of the intersection of CR 485 and CR 484, Lavon, Collin County, Texas (CCAD Property ID 1291872).
- **F.** Discussion and action regarding the replat of the Community ISD Elementary Addition recorded in 2008 consisting of one 12-acre lot developed for NeSmith Elementary School to adjust easements and access located at 801 Presidents Blvd., Lavon, Collin County, Texas (CCAD Property ID 2644232).
- **G.** Discussion and action regarding a revision of the approved preliminary plat of the Elevon, Section 1, Phase 3 and Phase 4 Addition consisting of 443 residential lots, 16 open spaces and a school site on 141.311 acres situated south of the Elevon Section 1, Phases 1 and 2 Additions and east of the LakePointe Addition in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas (CCAD Property ID 2829214).
- **H.** Discussion and action regarding a request for a variance of Article 4.01 "General Provisions", Chapter 4 "Building Regulations", Section 4.01.002 "Minimum Construction Standards for Commercial Parking Lots, Driveways, and Exterior Walls", (b) "Minimum Construction Standards, (1) "Commercial

Parking Lots and Driveways" to permit a temporary gravel parking lot extension at 205 Main Street, requested by the First Baptist Church.

- I. Discussion and action regarding Ordinance No. <u>2023-03-05</u> amending Chapter 6 "Fire Prevention and Protection", Article 6.05 "Open Burning", Section 6.05.005 "Prohibited Acts" and Section 6.05.006 "Authorized Fires" of the Code of Ordinances of the City of Lavon, to amend the scope and parameters of the regulations; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.
- **J.** Discussion and action regarding the Public Utility Commission of Texas inquiry relating to the 2023 consumer price index (CPI) adjustment to municipal telecommunications right-of-way access lines rates.
- **K.** Discussion and action regarding a Fire and Emergency Services Agreement with the Elevon Municipal Utility District for the Elevon Addition, Section 1.
- L. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) pursuant to Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter for the provision of municipal services in an unincorporated area.

10. RECONVENE INTO REGULAR SESSION

Consider and take any action necessary as a result of executive session.

11. SET FUTURE MEETINGS AND AGENDA

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

March 21, 2023 – Regular Meeting

12. PRESIDING OFFICER TO ADJOURN THE MEETING

This is to certify that this Agenda was duly posted on the City's website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on March 3, 2023.

Rae Norton		
Rae Norton, City Secretary	 	

^{1.} Notice is hereby given that members of the City Council, Economic Development Corporation Board, Planning and Zoning Commission, and Parks and Recreation Board may attend the meeting.

^{2.} The body reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.



MEETING:	March 7, 2023	ITEM:	5

Item:

Presentation of and discussion regarding the 2022 Financial Statements and Independent Audit Report – Mike Ward Accounting & Financial Consulting, PLLC.

Background:

Chapter 103.001 of the Texas Local Government Code requires that the City's financial statements shall be audited annually by an independent certified public accountant. The professional audit firm, Mike Ward Accounting & Financial Consulting, PLLC was hired by the City Council to conduct the annual audit for FY 2019-20.

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

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

This represents the best opinion possible.

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

Staff Notes:

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



MEETING: <u>March 7, 2023</u> ITEM: <u>6 - A</u>

Item:

WORK SESSION

Presentation, discussion, and action regarding capital improvement plan, infrastructure priorities, and funding opportunities.

Background:

The City Engineer, Financial Advisor and city staff will present information regarding the adopted Capital Improvement Plan (CIP), anticipated project priorities and funding needs and opportunities.

The goal of the program is to plan appropriately for construction of public infrastructure and maintain consistency in the tax rate and utility rates.

Staff Notes:

Direction is sought from the City Council

Attachment: Capital Improvement Plan Worksheet will be presented at the meeting



MEETING: <u>March 7, 2023</u> ITEM: <u>6 - B</u>

Item:

WORK SESSION

Presentation, discussion, and action regarding a Community Survey and an update of the City of Lavon Strategic Plan.

Background:

The 2019-2021 Strategic Plan was adopted in November 2019. The Strategic Plan established a Core Purpose and Core Values that, "represent our highest aspirations, our moral code, and what we are deeply passionate about. We truly believe that these are present in our organization and should remain present throughout everything we do."

Core Purpose

The City organization exists to:

- Ensure a safe and secure community;
- Serve as stewards of planning, infrastructure, and investment;
- Provide a family-oriented place for generations to stay and grow;
- Establish and foster relationships within the community; and
- Continuously improve the quality of life in Lavon.

Core Values

- Communication and Transparency
- Safety
- Integrity
- Family-Oriented
- Inclusivity and Diversity
- High Quality Service

Attachment: Strategic Plan



OUR WHY



The time is right for Lavon to capitalize on the opportunity to have a competitive edge and unique identity in the region. Our Core Purpose and Core Values were developed by City Staff and City Council during the City Leadership Retreat through a series of meetings and workshops. The Core Purpose and Core Values represent our highest aspirations, our moral code, and what we are deeply passionate about. We truly believe that these are present in our organization and should remain present throughout everything we do.

Core Purpose

The City organization exists to:

- Ensure a safe and secure community;
- Serve as stewards of planning, infrastructure, and investment;
- Provide a family-oriented place for generations to stay and grow;
- Establish and foster relationships within the community; and
- Continuously improve the quality of life in Lavon.

Core Values



communicating with the community to be transparent and understand issues.
Communication, to us, is about timely listening and sharing, in addition to forging and maintaining partnerships and relationships for our community.



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.

INTEGRITY

We believe in doing the right thing, regardless of whether someone is or is not looking. We are ethical, honest, and trustworthy. Even in tough times or with tough decisions, we stick to our Core Values and keep the people of the community at top of mind.

FAMILY-ORIENTED

We are a city that supports current and future generations of individuals and families to cultivate a sense of community. Making investments in family-friendly amenities, such as parks and recreation, is essential to improving quality of life in Lavon.

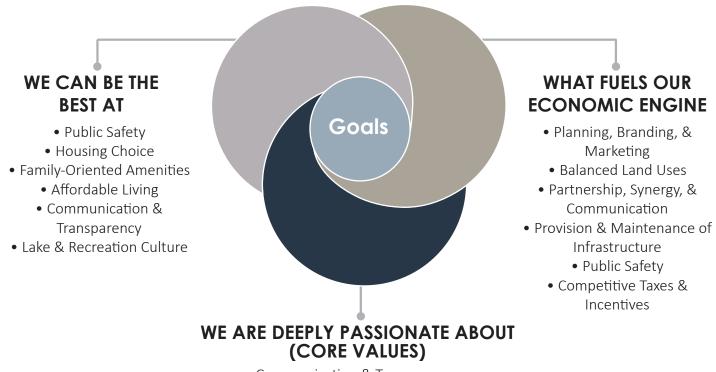
INCLUSIVITY & DIVERSITY

Lavon is a diverse and inclusive place that welcomes people and families of all ages and stages. We believe in treating everyone equally and respectfully, and our inclusive nature and affordable cost of living are part of what makes us unique.

HIGH-QUALITY SERVICE

We support our fellow community members by volunteering, holding each other accountable, and by always keeping the people of the community first. We are leaders in service, and we truly care about making Lavon the best it can be.

VISION FRAMEWORK



•Communication & Transparency

- Public Safety
 - Integrity
- Family-Friendly
- Inclusivity & Diversity
- High Quality Service

Our goals are what is going to make us truly great, and we considered a number of things to turn those goals into a reality. The Vision Framework not only gives us a glimpse of what we can be in the future but also shows the various considerations that go into the Vision. It takes more than economic development to reflect the community, and the Vision Framework taps into the areas that are not always easily noticed. We want the community Vision to not only reflect the physical wants of the community, but also what we are deeply passionate about and what we can truly be the best at.

25-Year Goal: Our Mission

The City of Lavon will be a quaint and walkable, lake-oriented destination, full of vibrant neighborhoods and complemented by shopping and dining opportunities and family-oriented amenities. Our community's safety is our top priority and will continue to be the city's biggest strength. Our brand will be communicated through what we say, the actions we take, the relationships we build, and our city's physical design—all reflecting Lavon as the place anyone would want to live, work, invest, and visit and the place where your neighbors are your friends.

TWO-YEAR GOALS

These goals were created through collaboration with the community. Goals were identified by evaluating where the three spheres of the Vision Framework intersect: what we are deeply passionate about, what we can be the best at, and what fuels our economic engine.

Provided on the following pages are summaries of each goal which will be further developed administratively to ensure they are achieved. These two-year goals should guide City actions, both in workflow and in budgeting.

Draft an Outline and Preliminary Process Development Code Amendments to Conform to Content for a Communications 1 6 Updated Comprehensive Plan Strategy and Legislative Mandates Research Pricing and Prepare a Partner and Collaborate with Scope for a Capital Improvements Other Entities and Individuals 7 2 Program (CIP) for Quality of Life and Economic Development **Explore Parks and Recreation** Identify Future City Personnel and Facilities Needed for the **Needs and Opportunities** 3 8 **Growing Population** Create a Preliminary Branding Develop a Risk Management and Marketing Strategy 4 Strategy 9 Update Economic Development Adopt an Update(s) to the **Tools and Strategies** Comprehensive Plan 5 10

TWO-YEAR GOALS



Draft an outline and preliminary content for a Communications Strategy.

> Technology is always changing, and it's paramount that the City reach out through multiple avenues to communicate. Part of making a Communications Strategy means outlining what needs to be communicated, to who, when, why, etc., but part of the Communications Strategy will be about collaboration. The Strategy will serve the community and promote inclusive and transparent communications to and from the City by distributing information through relevant sources in a timely manner. City Leadership wants to foster meaningful relationships between the community, elected officials, and Staff by coordinating proactive policies for topics such as:

- Social Media and City Website
- Community Signage
- Awareness and Participation in Meetings



Goal 2:

Research pricing and prepare a scope for a Capital Improvements Program (CIP).

> As Lavon continues to grow, major improvements and additional amenities need to be planned for and purchased. Throughout the Lavon 2019 Community Survey, Envision Lavon, stakeholder interviews, and other feedback sources, numerous areas were identified as needing upgrades, including roadways, utilities, and parks and community facilities. Identifying funding strategies will be crucial to the CIP's success.

> With a CIP, the City will be able to identify and prioritize the necessary improvements and purchases that will improve the quality of life in Lavon and maintain the safe community. A CIP can include items such as:

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

TWO-YEAR GOALS



Identify future City personnel and facilities needed for the growing population.

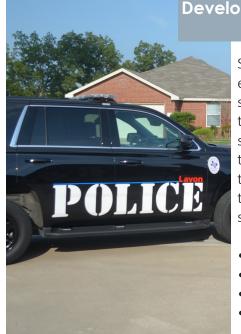


With an increase in population, comes the need for an increase in city services. As reflected in the Community Survey, safety and emergency services are top strengths and the community would like to keep them as assets. Adequately preparing for and expanding staffing and services to provide not only emergency services, but also positions for operational functions, such as administration, communications, and code enforcement will be important to Lavon's quality of life moving forward. This goal can be accomplished by beginning to look at the following:

- Peer City Research (to Compare Staffing and Facilities of Other Cities)
- Capacity/Population Assessments (to Evaluate What May be Needed and When)
- Future Program Identification (to Establish What Programs and Services should be Planned for)

Goal 4:

Develop a Risk Management Strategy.



Safety remains a top priority in the community, and residents want to ensure that it remains that way. A Strategy will be created to consider what should be done to prepare Lavon for before, during, and after an emergency to increase resiliency to disruptions, disasters, and other events. The right services and programs, plans for typical situations, and Staff or partners to help guide Lavon will be identified. Prevention will be the top priority through all topics in the Risk Management Strategy. The Strategy will ensure that Lavon remains strong and prepared by thinking through and setting standards for:

- Emergency Services (Police, Fire, and Emergency Medical Services)
- Natural Disasters (ex. Flooding, Tornados, Wildfires, etc.)
- Technology and Cyber Attacks
- Responses/Protocols

TWO-YEAR GOALS



dopt an update(s) to the Comprehensive Plan.



This Assessment contains "Comprehensive Plan Foundations," such as a Future Land Use Plan and Mobility Framework, that should be utilized to build and finalize a complete update to the Comprehensive Plan. That update can take the shape of one large project/amendment or several smaller projects/ amendments. Ensuring planned and quality growth by reviewing and updating the Comprehensive Plan on a regular basis will need to continue to be a priority every three to five years. Community input is important in updates and should be utilized in strategies for the Plan. Completing the update process will include:

- Finishing the Community Vision Assessment (this Document)
- Identifying Workflow and Resources to Complete the Comprehensive Plan
- Preparing Content for the Update(s)
- Reviewing & Approving the Update(s)



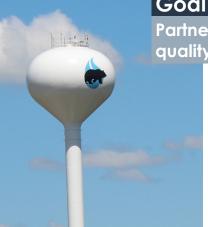
Goal 6:

Process Development Code amendments to conform to pdated Comprehensive Plan and Legislative Mandates.

> The Comprehensive Plan is a powerful tool that helps reflect the community's Vision of how future growth and development in the city should occur. The most critical action to implementing the Vision is updating zoning and subdivision regulations (i.e. the Development Code). Strategic administration of the Vision includes adopting urban design standards, adequately reviewing each new development, and collaborating with property owners, developers, and builders. The Development Code should be a living, breathing document and kept fresh to always be in line with the community's evolving Vision. Keeping in constant compliance with frequent legislative mandates from the State also necessitates frequent revisions to the Development Code.

> It's important to recognize that the number and frequency of updates required, and the administration of Lavon's growth and development over the coming years, will require additional Staff to be added to the City team.

TWO-YEAR GOALS



Goal 7:

Partner and collaborate with other entities and individuals for quality of life and economic development.

> There are numerous groups that help make Lavon what it is today. Strengthening these partnerships and improving the success of Lavon, by working together to carry out the goals and Vision of the community, is what is needed to be most efficient and effective. Improving economic development, parks and recreation, infrastructure, and the brand of Lavon should be a structured and collaborative effort. Relevant parties to structure collaboration with include, but are not limited to:

- Community Members
- Community Independent School District
- Bear Creek Special Utility District
- Lavon Boards
- Collin County
- Texas Department of Transportation



Explore parks and recreation needs and opportunities.

Parks and Recreation was the number two opportunity reflected in the Community Survey, in addition to walking and biking trails being the number two mobility priority during Envision Lavon. Throughout the planning process, family-friendly amenities and programming were frequently emphasized and requested. Identifying the needs of the community and exploring the creation of a Parks and Recreation Master Plan should be prioritized. Planning and improvements should be directly linked to the Vision and to branding Lavon. On the list to consider, in future study(s), as they relate to what is best for Lavon, include:

- Trails
- Parks (Regional, Community, and Neighborhood)
- Programming & Events/Festivals
- Community Facilities

TWO-YEAR GOALS

Goal 9:

Create a preliminary Branding and Marketing Strategy.



Lavon has an opportunity to formalize how it is presented to community members, visitors, and potential economic development leads. Creating an outline and preliminary bullet points for how to present Lavon, in words, visuals, and physical improvements within the city, can be a very effective component to implementing the Vision created by the community. Tying in feedback and the Vision to date will be crucial to the success of a Branding and Marketing Strategy. Essential components should relate to:

- Strategic Plan (Vision Framework)
- Future Land Use Plan
- Existing Brand Assets
- Competitive Market Positioning (ex. Lake Proximity, Arts, etc.)

Goal 10:

Update economic development tools and strategies.



Economic development was, by far, the top theme of feedback throughout the planning process. Community members like the new businesses and roadway improvements coming in, but they want more. The community also recognizes that economic development can be a threat if proper planning and analysis is not done to ensure that Lavon is in the most competitive position to diversify the tax base as possible. The Lavon Economic Development Corporation has a Strategic Plan with priorities, which is a great step in establishing a "game plan" to attract desired development. Similar to the Development Code updates referred to above, economic development priorities should frequently evolve to match the Vision of the community and to reflect current market trends and opportunities. Updates to reflect attraction of walkable, city center-type development and to rebrand Lavon should be complemented with identification of appropriate tools and incentives to further ripen Lavon for desired development.







City of Lavon 120 School Road Lavon, Texas 75166

972-843-4220

www.cityoflavon.com

November 2019



MINUTES FEBRUARY 21, 2023 LAVON CITY COUNCIL CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS REGULAR MEETING 6:30 PM

ATTENDING: VICKI SANSON, MAYOR

JOHN KELL, PLACE 1 MIKE COOK, PLACE 2

KAY WRIGHT, PLACE 3, MAYOR PRO TEM

TED DILL, PLACE 4

LINDSEY HEDGE, PLACE 5

- 1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 6:30 P.M. AND ANNOUNCED A QUORUM PRESENT.
- 2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MR. KELL DELIVERED THE INVOCATION.
- 3. ITEMS OF INTEREST/COMMUNICATIONS
 - Breakfast with the Bunny and the Bunny Street Vendor Fair April 1, 2023
 - CISD Education Foundation Steak Dinner March 25, 2023

4. CITIZENS COMMENTS

There were no citizen comments.

5. CONSENT AGENDA

- A. Approve the minutes of the February 07, 2023, meeting.
- B. Approve Ordinance No. <u>2023-02-03</u> amending Chapter 4 "Building Regulations" of the Code of Ordinances by adding Article 4.10 "Unattended Donation/Collection Boxes"; providing a penalty clause for each offense.
- C. Approve Resolution No. <u>2023-02-04</u> authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT SECONDED: HEDGE

APPROVED: UNANIMOUS

6. ITEMS FOR CONSIDERATION

A. Discussion, and action regarding the Fire Department and Public Works Facilities Expansion Construction Project (CIP-9) to approve the ranking of proposals as recommended by the Selection Review Committee and approve Resolution No. 2023-02-05 authorizing the City Manager to negotiate and execute a contract with the highest-ranking selected firm, subject to legal review and approval.

Mike Boese, AG/CM Inc., provided information regarding the proposals received, the recommendation of the Selection Review Committee and the contract details.

MOTION: APPROVE RESOLUTION NO. <u>2023-02-05</u> AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH MART INC., SUBJECT TO LEGAL REVIEW AND APPROVAL.

MOTION MADE: KELL SECONDED: DILL

APPROVED: UNANIMOUS

B. Public hearing, discussion, and action regarding the need to continue, abolish, or modify the City of Lavon Juvenile Curfew Ordinance No. <u>2020-03-02</u> that established a curfew for minors and parental responsibility.

Presentation of request.

Ms. Dobbs provided information regarding the continuation of the curfew for minors and noted that this was the second of two required public hearings to be held. Ms. Dobbs stated that if approved, the continuation of the curfew would be reviewed again in three years or sooner if requested by the Council.

PUBLIC HEARING to receive comments regarding the continuation of the juvenile curfew.

Mayor Sanson opened the public hearing at 6:41 p.m. and invited comments for or against the proposed ordinance. There being no comments, Mayor Sanson closed the public hearing at 6:41 p.m.

Discussion and action regarding the proposed request.

MOTION: APPROVE ORDINANCE NO. <u>2023-02-06</u> CONTINUING THE CITY OF LAVON JUVENILE CURFEW ORDINANCE.

MOTION MADE: HEDGE SECONDED: COOK

APPROVED: UNANIMOUS

C. Public hearing, discussion, and action regarding renewal of approval of the adopted Tax Abatement Policy including guidelines, criteria, and procedures.

Presentation of request.

Kay Wright, Lavon Economic Development Corporation (LEDC) President, provided information regarding the proposed renewal. Ms. Dobbs stated that if approved, the continuation of the policy would be reviewed again in two years or sooner if requested by the Council.

PUBLIC HEARING to receive comments regarding the request.

Mayor Sanson opened the public hearing at 6:44 p.m. and invited comments for or against the proposed ordinance. There being no comments, Mayor Sanson closed the public hearing at 6:44 p.m.

MOTION: APPROVE RESOLUTION NO. <u>2023-02-06</u> RENEWING THE ADOPTED TAX ABATEMENT POLICY INCLUDING GUIDELINES, CRITERIA, AND PROCEDURES.

MOTION MADE: DILL SECONDED: HEDGE

APPROVED: UNANIMOUS

D. Presentation and discussion of the 2022 Lavon Economic Development Corporation Annual Report, 2023 Strategic Plan, and upcoming projects including the 619 Main project.

Pam Mundo, LEDC Executive Director, presented the 2022 Annual Report and 2023 Strategic Plan for the Lavon Economic Development Corporation including information regarding the 619 Main Street Project.

E. Discussion and action regarding the first of two readings of Resolution No. <u>2023-02-07</u> authorizing the Lavon Economic Development Corporation to expend funds for the Business Improvement Loan/Grant Project, such project not to exceed \$30,000.00; and providing an effective date.

Kay Wright, LEDC President, and Pam Mundo, LEDC Executive Director provided information regarding the program. Mayor Sanson noted that this is the first of two required readings.

MOTION: APPROVE THE FIRST READING OF RESOLUTION NO. <u>2023-02-07</u> AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR THE BUSINESS IMPROVEMENT LOAN/GRANT PROJECT, SUCH PROJECT NOT TO EXCEED \$30,000.00; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: DILL SECONDED: HEDGE

APPROVED: UNANIMOUS

F. Public hearing, discussion, and action regarding changing the street name and assigning a new street name for a portion of Lake Road, (Formerly CR 486) as provided herein; providing for the posting of signs.

Presentation of proposed name change.

Ms. Dobbs provided information regarding the proposed name change of Lake Road near the northern intersection of SH 78 and Lake Road/FM 6 and the issues that duplicate intersection names entails. Ms. Dobbs noted that the limits of the proposed name change were established by Collin County.

PUBLIC HEARING to receive comments regarding the proposed name change.

Mayor Sanson opened the public hearing at 7:05 p.m. and invited comments for or against the proposed change. There being no comments, Mayor Sanson closed the public hearing at 7:05 p.m.

Discussion and action regarding the request.

Mayor Sanson provided history of the first Lavon City Council and that Kay Gage being one of the members was deserving of the honor. It was noted that other street names reflected members of the initial City Council. Ms. Dobbs acknowledged that the name change will be effective after approval of the Collin County Commissioners Court.

MOTION: APPROVE ORDINANCE NO. <u>2023-02-07</u> CHANGING THE STREET NAME OF A PORTION OF LAKE ROAD, (FORMERLY CR 486) TO GAGE ROAD AS PROVIDED HEREIN; AND PROVIDING FOR THE POSTING OF SIGNS.

MOTION MADE: SANSON SECONDED: WRIGHT APPROVED: UNANIMOUS

G. Discussion and action regarding Board and Commission appointments -Board of Adjustment.

Ms. Dobbs provided information regarding the Board of Adjustment vacancy.

MOTION: APPOINT KAREN JACOB TO SEAT 4 OF THE BOARD OF ADJUSTMENT.

MOTION MADE: KELL SECONDED: DILL

APPROVED: UNANIMOUS

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

No report was provided or action taken.

I. Discussion and action regarding a Resolution approving and authorizing the Mayor to execute a Fire/EMS Agreement with the Elevon Municipal Utility District for the Elevon Addition, Section 1.

Ms. Dobbs provided a report. No action was taken.

7. DEPARTMENT REPORTS

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

8. EXECUTIVE SESSION

No executive session as convened.

- 9. RECONVENE INTO REGULAR SESSION
- 10. SET FUTURE MEETINGS AND AGENDA

March 7, 2023 - Regular Meeting at 6:30 p.m.

12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 7:26 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 7th day of March 2023.

	Vicki Sanson, Mayor	
ATTEST:		
Rae Norton City Secretary	_	



MEETING: <u>March 7, 2023</u> ITEM: <u>7-B</u>

Item:

CONSENT AGENDA

Receive the City of Lavon Police Department 2022 Racial Profiling Report.

Background:

The Texas Occupations Code 1701.164 specifies that the Texas Commission on Law Enforcement (TCOLE) collect incident-based data in accordance with the <u>Code of Criminal Procedure Article 2.131 – 2.138</u>. Chief administrators of law enforcement agencies that meet the criteria must submit racial profiling reports to *their governing body*, as well as TCOLE.

As provided by law, the Lavon Police Department presents to the City Council the enclosed Racial Profiling Report for 2022.

If there are any questions, please contact Police Chief Mike Jones at mjones@lavontx.gov.

Staff Notes:

No action is required of the City Council.

Attachments: Racial Profiling Report

LAVON POLICE DEPARTMENT

Motor Vehicle Racial Profiling Information 2022

Total stops = 1773 = 100%

Street address or approximate location of the stop

City street: 392

US highway: 0

State highway: 668

County road: 81

Private property or other: 632

TOTAL = 1773

Was race or ethnicity known prior to stop? = 1773 = 100%

Yes: 19 1.07%

No: 1754 98.93%

GENDER: Female = 565

Alaska Native/American Indian: 1 0.18%

Asian/Pacific Islander: 31 5.47%

White: 310 54.88%

Hispanic/Latino: 138 24.43%

Black: 85 15.04%

GENDER: Male = 120

GENDER. Maie – 120		
Alaska Native/American Indian:	2	0.17%
Asian/Pacific Islander:	56	4.63%
White:	574	47.52%
Hispanic/Latino:	403	33.36%
Black:	173	14.32%
Reason for stop?		
Violation of law = 33		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	5	15.15%
White:	17	51.52%
Hispanic/Latino:	11	33.33%
Preexisting knowledge = 4		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	3	75.00%
Hispanic/Latino:	1	25.00%

Moving traffic violation = 1071

Asian/Pacific Islander:

Black:

White:

•		
Alaska Native/American Indian:	3	0.30%
Asian/Pacific Islander:	58	5.44%
Black:	149	13.93%
White:	579	54.08%
Hispanic/Latino:	281	26.25%
Vehicle traffic violation = 665		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	29	4.36%
Black:	104	15.64%
White:	284	42.71%
Hispanic/Latino:	248	37.29%
Was a search conducted?		
Yes = 40		
Alaska Native/American Indian:	0	0.00%

Hispanic/Latino: 40.00%

0

6

18

16

0.00%

15.00%

45.00%

No = 1733

3	0.17%
87	5.02%
252	14.54%
866	49.98%
525	30.29%
0	0.00%
0	0.00%
3	33.33%
4	44.45%
2	22.22%
0	0.00%
0	0.00%
0	0.00%
2	100.00%
0	0.00%
	87 252 866 525 0 0 3 4 2 0 0 0 2

Probable cause = 13

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	2	15.39%
White:	6	46.15%
Hispanic/Latino:	5	38.46%
Inventory = 8		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	1	12.50%
White:	3	37.50%
Hispanic/Latino:	4	50.00%
Incident to arrest = 8		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	3	37.50%
Hispanic/Latino:	5	62.50%

Was Contraband discovered?

Yes = 22

White:

Did the finding result in arrest (total should equal previous column)?			
0	0.00%		
0	0.00%		
0			
0			
3	13.64%		
0			
3			
	0 0 0 0 0 3		

Finding resulted in arrest – yes 2

Finding resulted in arrest – no 10

Hispanic/Latino: 7 31.82%

12

54.54%

Finding resulted in arrest – yes 1

Finding resulted in arrest – no 6

No = 18		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	3	16.67%
White:	6	33.33%
Hispanic/Latino:	9	50.00%
Description of contraband		
Drugs = 16		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	3	18.75%
White:	11	68.75%
Hispanic/Latino:	2	12.50%
Currency = 0		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%

0

0

White:

Hispanic/Latino:

0.00%

0.00%

Weapons = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%
Alcohol = 7		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	1	14.29%
Hispanic/ Latino:	6	85.71%
Stolen property = 0		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Other = 0

Alaska Native/American Indian:	0		0.00%	6
Asian/Pacific Islander:	0		0.00%	6
Black:	0		0.00%	6
White:	0		0.00%	6
Hispanic/Latino:	0		0.00%	6
Result of the stop				
Verbal warning = 145				
Alaska Native/American Indian:		0		0.00%
Asian/Pacific Islander:		11		7.59%
Black:		29		20.00%
White:		71		48.97%
Hispanic/Latino:		34		23.44%
Written warning = 900				
Alaska Native/American Indian:		1		0.11%
Asian/Pacific Islander:		41		4.56%
Black:		138		15.33%
White:		521		57.89%
Hispanic/Latino:		199		22.11%

Citation = 703

Alaska Native/American Indian:	2	0.28%
Asian/Pacific Islander:	35	4.98%
Black:	88	12.53%
White:	281	39.98%
Hispanic/Latino:	297	42.23%
Written warning and arrest = 8		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	2	25.00%
White:	2	25.00%
Hispanic/Latino:	4	50.00%
Citation and arrest =10		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	1	10.00%
White:	5	50.00%
Hispanic/Latino:	4	40.00%

Arrest = 5		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	4	75.00%
Hispanic/ Latino:	1	25.00%
Arrest based on:		
Violation of Penal Code = 10		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	6	60.00%
Hispanic/Latino:	4	40.00%
Violation of Traffic Law = 2		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%

1

1

White:

Hispanic/Latino:

50.00%

50.00%

Violation of City Ordinance	0	
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%
Outstanding Warrant = 11		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	3	27.28%
White:	4	36.36%
Hispanic/Latino:	4	36.36%
Was physical force resulting in bodily	injury used during stop?)
Yes = 0		
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

No = 1773

Did not result in disciplinary action:

Alaska Native/American Indian:	3		0.17%
Asian/Pacific Islander:	87		4.91%
Black:	25	8	14.55%
White:	88	4	49.86%
Hispanic/Latino:	54	1	30.51%
Number of complaints of racial profiling =	0		
Resulted in disciplinary action:	0	0.00%	

0

0.00%



MEETING: <u>March 7, 2023</u> ITEM: <u>7 - C</u>

Item:

CONSENT AGENDA

Discussion and action regarding the second of two readings of Resolution No. <u>2023-02-07</u> authorizing the Lavon Economic Development Corporation to expend funds for the Business Improvement Loan/Grant Project, such project not to exceed \$30,000.00; and providing an effective date.

Background:

On January 9, 2023, the Board of Directors of the Lavon Economic Development Corporation (LEDC) conducted a public hearing and voted unanimously to continue and fund with the Business Improvement Loan/Grant Project that was initially authorized in 2020. In 2020, the project was authorized to provide loans/grants in a total amount not to exceed \$30,000.00 Within the project, each individual loan/grant was limited to \$9,500.00.

The Business Improvement Loan/Grant Project consists of the use of sales and use tax proceeds within the Lavon EDC annual budget to develop and/or fund the eligible costs of one or more project(s) to assist in the promotion of new and expanded business development in Lavon, including the building improvement loan/grant to be offered to Lavon businesses. The project may include costs for the acquisition of buildings, equipment, facilities, and improvements, and related necessary costs for the design, construction, renovation, equipping, improving, maintenance, and operation of the land, buildings, equipment, facilities, and improvements.

Public Notice regarding the proposed project was published in the February 15, 2023 edition of The Wylie News and the first reading was done on February 21, 2023.

The Local Government Code provides that a Type B economic development corporation may undertake a project with the City Council's approval.

Code Excerpt:

TEXAS LOCAL GOVERNMENT CODE

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES.

(a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Financial Implications:

The LEDC has appropriated funds for the project in the Annual Budget. If approved and appropriate, a proposed budget amendment will be prepared.

Staff Notes:

This is the second of two required readings. The first reading was done on February 21,2023. Approval is recommended.

Attachments: Proposed Resolution

CITY OF LAVON, TEXAS RESOLUTION NO. 2023-02-07

LEDC – Business Improvement Loan/Grant Project

City Secretary

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR THE BUSINESS IMPROVEMENT LOAN/GRANT PROJECT, SUCH PROJECT NOT TO EXCEED \$30,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2023 the Board of Directors of the Lavon Economic Development Corporation (LEDC) conducted a public hearing and voted to proceed with the Business Improvement Loan/Grant Project; and

WHEREAS, the Texas Local Government Code, Section 505.158 establishes the authority for the LEDC to undertake certain projects with the City Council of the City of Lavon's approval; and

WHEREAS, the project may include costs for the acquisition of buildings, equipment, facilities, and improvements, and related necessary costs for the design, construction, renovation, equipping, improving, maintenance, and operation of the land, buildings, equipment, facilities, and improvements; and

WHEREAS this project assists in the promotion of new and expanded business development in Lavon and the City Council finds that approving the Project serves the best interest of the City and the public health, safety, and welfare of the City.

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

SECTION 1. That the City Council of the City of Lavon does hereby approve and authorize the Lavon Economic Development Corporation to expend funds for the Business Improvement Loan/Grant Project, such project not to exceed \$30,000.00.

SECTION 2. That this resolution shall take effect from and after the date of the second reading.

TIRST READING:	<u>February 21, 2023</u>
ECOND READING:	
DULY PASSEIday of	AND APPROVED by the City Council of the City of Lavon, Texas on the 2023.
	Vicki Sanson
ATTEST:	Mayor
Rae Norton	

The



Business Improvement Loan/Grant Agreement



Purpose

Lavon City Council organized, in 2004, the Lavon Economic Development Corporation (LEDC) as a Type B Economic Development Corporation. Lavon voters approved the creation of the LEDC and authorized the use of $\frac{1}{2}$ cent of the sales tax revenues to foster growth and development within the City.

The State of Texas Local Government Code, Title 12, Subtitle C1, Chapter 505.158, Type B Corporations in a municipality with a population of 20,000 or less may conduct a project to include "land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements found by the corporation's board of director to promote new or expanded business development." To foster growth and development within Lavon, the LEDC is actively marketing Lavon to attract new business and to assist the existing businesses to grow and thrive.

The LEDC's purpose is to enhance the economic vitality of the City by encouraging safe and visually appealing business buildings and business sites. To this end, the LEDC is establishing a business improvement loan/grant. The Business Improvement Loan/Grant is to be sponsored, funded and monitored by the LEDC Board of Directors who may amend, adjust, or eliminate the project at any time. The goal is to assist the existing Lavon small businesses, to assist new businesses to come to Lavon to fill existing or proposed retail spaces, to add jobs, and to generate new property tax revenue and sale tax revenue.

Applicant for Building Improvement Loan/Grant

For purposes of this loan/grant, an applicant shall be a <u>for-profit, retail small business</u>, with \$2 million or less in annual sales, 20 or fewer employees, located within or to be located with the city limits of Lavon, within a retail zoned area. The applicant must be current on all ad valorem and sales taxes. An applicant may also be the <u>owner of a retail zoned building</u> within the city limits of Lavon, current on ad valorem and sales taxes and said building shall be no larger than 15,000 square feet and building site no larger than 3 acres.

Qualifying Loan/Grant Award & Terms

A loan may be provided for a successfully approved application. The loan shall be for no more than 50% of the proposed building improvement project cost. The loan cannot exceed \$9,500. The minimum loan to be considered shall be \$2,500. The applicant must match the approved loan amount. The project must be completed within 1 year of the loan award. Upon completion of the project, the loan may be forgiven and transformed into a grant if the project is successfully completed and all construction related bills paid before the end of the 12-month period. If the project is not completed within 12 months of the loan awarded date, then the loan principal and



interest shall be due within an additional 12 months. The loan principal and interest shall be paid monthly starting at the 13th month of the loan. A simple compounded monthly interest rate of 3% shall be applied to the loan starting at the 13th month of the loan. At the start of a project, the loan shall be issued in two phases with 50% of the loan provided at loan award. Remainder of the loan provided when the project demonstrates that all materials are ordered. Loan/grant award decisions of Lavon Economic Development Corporation Board of Directors are final.

Eligible Projects

The eligible building and building site project improvements shall be limited to:

- Rehabilitate, restore or enhance the façade, side and rear of a retail building including; Structural improvements to the façade; Painting of the façade, brick, stone or masonry installations; Door, window, storefront system/trim replacement or repair; Removal of exterior finishes, signs or façade materials; Awning installations; LEDC approved exterior lighting added to the façade exterior
- Retail signs on the façade of buildings excluding box signs
- Monument signs not exceeding 8 feet in height
- Parking lots paving and striping
- Sidewalk installations and patio installations
- Landscaping and lighting
- Air conditioning replacements or installations
- Grease traps required of the Plumbing Code
- Kitchen hoods required of the Fire Code
- Professional fees of an architect or engineer
- Interior finish out of a medical office or restaurant
- City Permit Fees

<u>Application Fee and Additional Information Required</u>

Applicant shall complete the official LEDC Building Improvement Loan/Grant application, sign and approve the loan/grant agreement, submit a \$50 application fee and submit the following required documents with the application:

- 1. Proof of ownership and/or right of occupancy such as a deed/lease
- 2. If the applicant does not own the property the applicant shall provide proof that the improvements are allowed and authorized by the Owner of the property
- 3. Photograph of existing conditions
- 4. Renderings, elevations, drawings of proposed improvements
- 5. Two detailed cost estimates from 2 separate contractors/suppliers of all proposed improvements



- 6. Proof of the required 50% cash match being available. If a loan is required to matched the required 50% LEDC building improvement loan/grant the applicant shall provide a copy of the bank application and notice from the bank that the funds are available as needed.
- 7. In-kind contributions may not be used as cash matches to the loan/grant.

Application and Approval Process

- 1. Applications shall be applied to the LEDC via email at info@lavonedc.com or by mail at: LEDC, P.O. Box 340, 120 School Road, Lavon, TX 75166.
- 2. Applications shall be received no later than <u>noon</u> on the first Monday of each month to be considered at the LEDC regular meeting which is second Monday of each month at 7:00 p.m. If not received by noon on the first Monday, the application will be considered at the monthly meeting following the current month.
- 3. Incomplete applications shall not be considered and will be returned to the applicant.
- 4. Application form and the agreement shall be on line under small business on the Lavon EDC website: www.lavonedc.com
- 5. All required attachments shall be provided.
- 6. The application will be considered and must be approved by the LEDC Board of Directors.
- 7. Application approval notice, shall be provided in writing. If an LEDC loan/grant award has certain provisions, conditions or other requirements of the LEDC, said provisions, conditions or other requirements shall be provided in writing.

Funding of the Loan/Grant

- 1. The loan shall be issued in two phases with 50% of the authorized loan provided upon loan agreement signed and agreed to and the remainder of the loan provided when the applicant demonstrated that all materials have been ordered. Funding authorization, for 50% of the loan, shall take place at the LEDC Board meeting where the Board's letter is considered, approved and acted upon.
- 2. The applicant shall be obligated to complete the improvements in accordance with the application within 12 months of the LEDC loan award. No modifications of the improvements shall be permitted without prior LEDC approval. Failure to obtain such written approval prior to making any modifications shall render the applicant ineligible to receive the business improvement loan, or if funds were dispensed, ineligible for the loan to convert to a grant.
- 3. The applicant shall be responsible for all City permits.
- 4. All improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive the grant funding.
- 5. Upon approval of the loan and during the construction of the improvements, a representative of



- the LEDC shall have the right, at reasonable times, to have access to and inspect the work in progress.
- 6. The applicant shall not begin any improvements, related to the business improvement loan, prior to receiving the written approval of the loan approval and funding from the LEDC.
- 7. The applicant shall agree to remain in business and to not sell or assign such business or building to another person or entity for a period of twelve (12) months from the date of the approval of the grant.
- 8. Approval of the application and funding of the loan shall be with the understanding and with a written loan agreement.
- 9. Upon written notification to the LEDC, by the applicant, that a project has been completed, an inspection by an LEDC representative shall be made to confirm that such project has been completed in accordance with the application, written agreement, plans submitted with the application and any approved modification thereto. Such notification shall include, but not be limited to documentation of paid receipts for materials, labor, permits, inspection reports, or any other item that the LEDC may reasonably deem necessary for determining the project's completion.
- 10. Within thirty-one (31) days following the inspection required above, and confirmation of completion of the project in accordance with the application and any approved modifications thereto, the LEDC shall consider a letter of approval and the transformation of the loan to a grant. A copy of such letter shall also be provided to the applicant.
- 11. Within fifteen (15) days following an LEDC inspection and the presentation of the receipts by the applicant, a determination is made by the LEDC's representative that the project has not been completed in accordance with the application or any approved modification thereof, the LEDC shall issue a letter to the applicant indicating all areas of non-compliance. The applicant shall then have sixty (60) days from the date of the LEDC letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty (60) day period shall be deemed a default of the applicant's obligations under the loan/grant.
- 12. Available funding; the LEDC shall determine an annual budget for this project to fund the loan/grant program. Loan/grant applications received after the available funds have been exhausted may be considered the following fiscal year. The LEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.
- 13. Payments due by the applicant/owner shall be paid in full within thirty (30) days after the date of written notification by the LEDC that the applicant/owner is in default of any of the funding requirement set forth herein. The form of such payment shall be a cashier's check or money order, made payable to the Lavon Economic Development Corporation.
- 14. The Laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Business Improvement Loan/Grant and venue for any lawsuit or other



proceeding involving this program shall be in Collin County, Texas

15. If any provision of this business improvement loan/grant is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

The undersigned acknowledges and agrees to abide by and be subject to the terms and conditions of the Lavon Economic Development Corporation Business Improvement Loan/Grant as described herein.

Applicant	
Address	
Email Address	
Telephone Number	
Signature	Date
PROPERTY OWNER:	
Name	
Address	
Email Address	
Telephone Number	
Signature	Date



Lavon Economic Development Corporation Business Improvement Loan/Grant Application

Date of Application:	, 2020	
APPLICANT	INFORM	ATION
Name of Applicant		
Applicant Contact Email		
Applicant Telephone Number		
Business Name		
Address of the Business Improvement		
City	State	ZIP CODE
BUSINESS OWNER (if different than above)		
Name of Business Owner		
Business Owner Email		
Business Owner Telephone Number		
Business Address of Business Owner		
City	State	ZIP CODE
PROPERTY OWNER (if different than above)		
Name of Property Owner		
Property Owner Email		
Property Owner Telephone Number		
Business Property Address		
City	State	

Describe the proposed business improvements:		
1. Provide Proof of ownership or right of occupancy such as a deed/lease.		
2. Provide written authorization that the applicant is allowed to make improvements and is authorized by the owner of the property.		
3. Provide photographs of existing conditions.		
4. Provide renderings, elevations, drawings of proposed improvements.		
5. Provide two detailed cost estimates from 2 separate contractors/suppliers of all proposed improvements.		
6. Provide proof that the applicant has the required 50% cash match. If a loan is required to match the required 50% LEDC building improvement loan/grant, the applicant shall provide a copy of the bank application and notice from the bank that the funds are available as needed.		
I (we) hereby certify that, to the best of our knowledge the above information is accurate as provided:		
APPLICANT NAME (please print carefully):		
SignatureDate		
BUILDING OWNER APPROVAL OF APPLICATION NAME (please print carefully):		
SignatureDate		



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>7 - D</u>

Item:

CONSENT AGENDA

Approve Resolution No. <u>2023-03-01</u> approving and authorizing the execution of a Work Order with Peloton Land Solutions for professional planning services related to a Community Survey and an update of the Strategic Plan in an amount not to exceed \$12,000.00.

Background:

In June 2019, the City engaged Ideation Planning, LLC (now a team with Peloton Land Solutions) to conduct community engagement activities including a Community Survey and to prepare a Community Vision Assessment and a Strategic Plan.

In May 2022, the City entered into a Master Service Agreement (MSA) with Peloton Land Solutions for professional planning services. The MSA provides for engagement for specific tasks or work via Work Orders.

The Community Vision Assessment laid the groundwork for the recently adopted update to the Comprehensive Plan. It is now time to update the Strategic Plan, which involves community engagement.

Financial Impact:

The Strategic Plan update was discussed and funding was approved in the FY 2022-23 Annual Budget.

Staff Notes:

Approval is recommended.

Attachments: 1) Proposed Resolution and Work Order

2) Master Service Agreement

CITY OF LAVON, TEXAS RESOLUTION NO. 2023-03-01

Work Order – Peloton Land Solutions, Inc. – Strategic Plan Update

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF A WORK ORDER FOR WITH PELOTON LAND SOLUTIONS FOR PROFESSIONAL PLANNING SERVICES RELATED TO A COMMUNITY SURVEY AND AN UPDATE OF THE STRATEGIC PLAN IN AN AMOUNT NOT TO EXCEED \$12,000.00 IN ACCORDANCE WITH THE MASTER SERVICE AGREEMENT WITH PELOTON LAND SOLUTIONS, INC. FOR ONGOING PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, from time to time, desires to contract for the professional services of planners, designers, engineers, surveyors, landscape architects, and others required to provide Public Works, Engineering, Planning, Design, Development, and Construction services, and other services; and

WHEREAS, the City Council has entered into a master service agreement and determined that it is necessary and in the best interests of the City of Lavon to approve the proposed work order for planning and design services, subject to the City Attorney's review and approval.

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

- SECTION 1. That the City Council does hereby approve and authorize the execution of a Work Order with Peloton Land Solutions for professional planning services related to a Community Survey and an update of the Strategic Plan in an amount not to exceed \$12,000.00., attached hereto as Exhibit "A", subject to the City Attorney's review and approval.
- **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 7th day of March 2023.

	Vicki Sanson, Mayor	
ATTEST:		
Rae Norton, City Secretary		

CITY OF LAVON, TEXAS RESOLUTION NO. <u>2023-03-01</u>

EXHIBIT A

WORK ORDER: 2023 Community Survey & Strategic Plan Update

Describing a Work Order between Peloton Land Solutions, Inc. ("Consultant"), and the City of Lavon, Texas ("Client"), in accordance with the terms of the Master Service Agreement for Ongoing Professional Services dated May 17, 2022, which is incorporated herein by reference.

Client/City Project #: Peloton Project #: CLV23001
THIS IS A WORK ORDER effective as of March 7, 2023 ("Effective Date")
Between <u>City of Lavon, Texas</u> ("Client" or "City") and <u>Peloton Land Solutions, Inc.</u> ("Consultant").
Project Name ("Project"): 2023 Community Survey & Strategic Plan Update

Work under this Agreement is generally identified as follows:

Purpose: The project is intended to include the development, administration, analysis, and reporting of a Community Survey and two-year Strategic Plan Update for the City of Lavon. The Project's major goal will be to analyze community feedback through an online survey, then hold a Leadership Retreat and prepare a two-year Strategic Plan Update for the City.

Services to be provided within this Scope of Work:

Task 1 – Draft Survey

Consultant shall perform the following service for this task:

- Prepare project schedule and provide schedule updates if the schedule changes.
- Prepare draft survey to include levels of satisfaction, community assessment, and basic demographic profiles.
 - o Deliverable: Draft survey in online format.
- Prepare final online survey based on Client review of draft survey. Survey is intended to be live for three weeks.
 - o Deliverable: Link to online survey, via SurveyMonkey, to be posted by Client on the homepage of the City website and social media.

Task 2 – Community Engagement

Consultant shall perform the following service for this task:

- *Press Release*: Prepare press release to advertise the survey, its purpose, and how to access it to be posted by Client on the Notices page of the City website and to repurpose for City communications.
 - o Deliverable: Press release in Word and PDF.
- Social Media: Prepare content and post to Facebook and Instagram with share graphic.
 - o Deliverable: Posts on Facebook and Instagram

Task 3 – Analysis and Survey Report

Consultant shall perform the following service for this task:

- Analyze survey and create data report. Provide takeaways for the upcoming strategic planning effort.
 - o Deliverable: Draft Survey Report PDF.
- Finalize survey report upon review by Client (one round of revisions).
 - o Deliverable: Final Survey Report PDF.

Task 4 – Preparation for Leadership Retreat

- Meet with City Staff (attendees to be determined by Client—not to exceed five City Staff) to discuss the topics that will be on the agenda for the Strategic Planning Workshop.
 - Result: List of preliminary objectives and topics to inform the Strategic Planning Workshop to be utilized by Consultant.
- Create Retreat agenda to be utilized for the half-day event. Anticipated topics shall include introduction and review of community feedback, core values/vision update activity, and goal ideation activities. Client shall post any required agendas for the City for anticipated quorum. Date of the Workshop shall be confirmed with Consultant before finalization but must be on or after April 22, 2023 so that it takes place after the completion of the Community Survey portion of the project.
 - o Deliverable: Strategic Planning Workshop Agenda.
- Prepare workshop handouts and materials for the event to correspond with the agenda.

Task 5 – Workshop/Retreat

- Conduct a half-day Strategic Planning Workshop with City Council and key City Staff, which corresponds with the approved agenda, to inform a City of Lavon Strategic Plan Update (5-6 hours with lunch).
 - o Deliverable: Documented feedback files (unformatted) from exercises performed at the Workshop.

Task 6 – Analysis and Plan

- Analyze the feedback gathered from the Workshop to identify themes and potential content for the Strategic Plan Update.
 - o Result: Update mission statement/25-year goal, core values, vision framework, and 10 two-year goals as applicable.
- Prepare the draft Strategic Plan Update for review by key City Staff. Upon review and comment by City Staff, Consultant shall prepare any revisions accordingly.
 - o Deliverable: Draft Strategic Plan Update, Version 1, in Microsoft Word, no/minimal graphics for content review only.
- Prepare the draft Strategic Plan Update for review by City Council. Upon review and comment by City Council, Consultant shall prepare any revisions accordingly, if any.
 - o Deliverable: Draft Strategic Plan Update, Version 2, formatted in graphically-designed layout.
- Prepare the final Strategic Plan Update for final review by Staff and/or City Council. Upon final review and comment, Consultant shall prepare a single hard copy proof and provide the electronic files for further printing by the City. Printing can be coordinated by the Consultant at the cost of the Client.
 - o Deliverable: Final Strategic Plan Update, Version 3, formatted in graphically-designed layout, single hard copy proof, and PDF file.

Basis of Payment

Lump Sum & Hourly Plus Direct Expenses

In accordance with the terms of this Agreement, Client will compensate Peloton as follows ("Compensation"):

\$12,000

Lump Sum Services: The Compensation amount billed monthly for Lump Sum Services will be based upon Peloton's estimate of the percentage of the Services actually completed during the billing period

Hourly Services: The portion of the Compensation amount billed monthly for Hourly Services will be based upon an amount equal to the cumulative hours charged to the Project by each class of Peloton's employees times standard hourly rates for each applicable billing class.

Direct Expenses: Direct Expenses and Peloton's consultants' charges, if any, will be billed on a monthly basis.

Peloton's standard hourly rates and Direct Expense rates are attached as Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order, the Effective Date of which is indicated above.

Client	Consultant
Company/Organization:	Company/Organization:
City of Lavon, Texas	Peloton Land Solutions, Inc.
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Appendix 1

TX Rate Schedule (2023)

Classification Bill	Rate Per Hour (Not Including OT)	
`	\$ 310 – 390	
Sr. Project Manager	\$ 245 - 310	
Project Manager	\$185 - 260	
Sr. Civil Engineer	\$170 -260	
Civil Engineer	\$150 – 200	
Sr. Civil Designer	\$130 - 220	
Civil Designer	\$95 - 155	
Engineer-In-Training	\$115 - 160	
Engineering Intern	\$55 - 75	
Sr. Planner	\$125 -228	
Planner	\$90 - 140	
Planning Intern	\$50 - 60	
CADD Technician	\$50 - 120	
Sr. Survey RPLS	\$160 - 260	
Survey RPLS	\$125 - 160	
Sr. Survey Technician	\$105 - 155	
Survey Technician	\$50 - 120	
Party Chief	\$80 - 150	
Instrument Man	\$60 - 100	
Remote UAV Pilot	\$150 - 205	
Construction Administrator	\$100 - 160	
Sr. Environmental Scientist	\$130 - 195	
Environmental Scientist	\$75 - 130	
Certified Arborist	\$150 - 170	
Sr. GIS Specialist	\$150 - 225	
GIS Specialist	\$120 - 190	
Landscape Architect	\$85 - 160	
	\$90 - 140	
	\$60 -100	
Rates for Direct Expenses are as follows:		
Mileage (Auto)	IRS Std. Rate	
· , ,	IRS Std. Rate	
	nt\$200/day	
-	at cost x 1.10	
	at cost x 1.10	
Oll D. 1E		

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

Other Direct Expenses at cost x 1.10

MASTER SERVICE AGREEMENT PELOTON LAND SOLUTIONS, INC.

This Master Service Agreement (this "Agreement") is made and entered into on MAY 17, 2022 ("Effective Date") by and among Peloton Land Solutions, Inc., a Texas corporation, having its principal office located at 9800 Hillwood Parkway, Suite 250, Fort Worth, Texas 76177 ("Consultant") and City of Lavon, Collin County, Texas, a municipal corporation, with its address at 2821 Washington Street, Lavon, Texas 75401 ("Client"). (Consultant and Client are also sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

Consultant is a full-service, multi-disciplinary design firm. Consultant offers in-house planning, civil engineering, survey, hydrology and hydraulics, landscape architecture, and environmental capabilities;

Client is a municipal corporation that, from time to time, contracts for the professional services of engineers, surveyors, landscape architects, and others required to provide Public Works, Development services, and other services in the Client;

Consultant desires to contract as an independent contractor for the performance of work and/or for the provision of services for the Client (collectively "Services");

Consultant and Client anticipate executing a Work Order in the form attached as Exhibit A to this Master Agreement (each, a "Work Order") for purposes of authorizing Consultant to proceed with certain Services;

Consultant and Client wish to enter into this Agreement in contemplation of their mutual agreement with respect to any future Work Orders executed for Consultant's Services; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by any Party upon thirty (30) days prior notice to the other Party; provided, however, that if either Party requests termination of this Agreement, and if Consultant is then performing Services for Client pursuant to a Work Order (as defined below) and Consultant is not in breach of this Agreement, the effective date of such termination with respect to any such Work Order shall be thirty (30) days after completion of the Services, such completion and completion date to be determined at the sole discretion of the Client, provided under such Work Order, unless the Work Order is sooner terminated by a Party for an uncured material breach of that Work Order by one of the Parties; and provided further, that neither Party shall by the termination of this Agreement be relieved of any of its respective obligations and liabilities arising hereunder prior to the effective date of such termination. If a Party contends the other Party is in breach of this Agreement, the non-breaching Party will give the alleged breaching Party ten (10) calendar days' written notice of the alleged breaches and the opportunity to either diligently begin to cure or cure the alleged breaches.

2. SCOPE OF AGREEMENT.

- a. Effective as of the Effective Date, this Agreement supersedes all prior master service agreements between the Parties or their predecessors.
- b. At any time and from time to time during the term of this Agreement, when Client desires Services to be performed by Consultant, Client shall give Consultant a request for such Services. The request may be oral or in the form of a work request, purchase order, letter, signed field ticket, memorandum, electronic mail, or other documents ("Work Request"). If and when there is written agreement between Client and Consultant, signed by a representative of each, regarding the specific terms of the Work Request ("Work Order"), Consultant shall thereafter commence the performance of the Services in accordance with the terms and conditions of the Work Order and this Agreement. Commencement of the Services by Consultant shall be deemed to be when both parties have signed the Work Order. In the event of any inconsistency between the terms and conditions of any Work Order and this Agreement, the terms and conditions of this Agreement shall prevail and shall control. Additional services due to changes in the scope, design, quality, or budget of the subject Work Order/Services ("Additional Services") must be approved on a written Change Order, which Change Order must be approved and executed by Client and Consultant prior to Consultant performing Services related to any such change.
- c. Any and all Services performed by Consultant for the Client after the Effective Date of this Agreement shall be performed pursuant to the terms and conditions of this Agreement.
- d. Nothing contained herein shall be construed to: (i) obligate Client to order Services from Consultant; nor (ii) obligate Consultant to accept a Work Request from Client.

3. REPRESENTATIONS AND WARRANTIES.

- a. Consultant represents and warrants that it is or will be properly licensed or otherwise authorized under all applicable federal, state, and local laws and regulations to perform all the Services under any Work Order to which it may agree. Consultant will perform the Services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Consultant represents that it has the right, patent, license, or authority to use and apply any patented, patentable, otherwise protected, or unpatented device, process, formula, information, knowledge, trade secret, apparatus, or method furnished with the Services.
- b. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH SERVICES PROVIDED. Subject to the foregoing standard of care, Consultant (or its subconsultants as the case may be) may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

4. SERVICES OF CONSULTANT

a. Scope

- i. Consultant's services will be detailed in a duly executed Work Order for each specific project. The general format of a Work Order is shown in Exhibit A attached to this Agreement. Each Work Order will indicate the specific services to be performed and deliverables to be provided.
- ii. If the Work Order contains Services during the Construction phase of a project ("Construction Services"), Consultant will not at any time supervise, direct, control, or have authority over any contractor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Further, Consultant will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements or any application, interpretation, or clarification of the construction contract other than those decisions made by Consultant.
- iii. If the Work Order requires Consultant to give opinions about construction costs or schedules, any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials, are estimates only and reflect Consultant's experience and judgment as a design professional familiar with the industry. Client acknowledges that Consultant has no control of the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, quantities, or market conditions. Consultant cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If Client requires greater assurance as to any cost, Client shall employ an independent cost estimator. If Client requires Consultant to revise its Design Document to bring costs within any limitation established by the Client, Consultant will be paid for such work as Additional Services.
- iv. If Client requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by Consultant and other design disciplines, or prior to governmental approvals, Client acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to Consultant construction documents so as to conform to those of other design disciplines and/or governmental agencies.
- v. Consultant shall keep accounting books, records, receipts, time logs, etc. related to its performance of the Services and any expenses charged to Client hereunder in accordance with commonly accepted accounting and engineering industry practices and shall retain such records for a period of three (3) years following completion of the Services, or for such longer period as may be required by applicable law, and for so long thereafter as a dispute may exist between the Parties. Client and its designated representatives shall have the right at all reasonable times to inspect, copy, and audit the records pertaining to the Services rendered to it hereunder and/or the accuracy of any invoice or payment; provided, however, that Consultant shall have the right to exclude any trade secrets, formulas or processes from such inspection.

5. CLIENT'S RESPONSIBILITIES

a. General

- i. Client shall have the responsibilities set forth herein and in each Work Order.
- ii. Client shall compensate Consultant as set forth in each Work Order.
- iii. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- iv. Client shall provide Consultant with any necessary access to the project site.

6. PRICE. In consideration of Consultant's satisfactory performance of the Services performed under a Work Request, the Client agrees to pay Consultant, as full and complete compensation for the performance of such Services, the price agreed upon in the Work Order, or such other price as may be agreed upon in writing by any Client and Consultant ("Price").

7. BILLING AND PAYMENT; RECORD KEEPING.

- a. Consultant will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of the date thereof. If Client fails to make any payment due Consultant for Services and Direct Expenses (as defined herein) within 30 days after the invoice's date, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.
- b. Consultant's invoice may include direct expenses ("Direct Expenses"), which include but are not limited to, standard mileage rates, material and printing incurred on or directly for the Services, will be invoiced on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by Consultant. For technical or professional services subcontracted to Consultant, if included in the Work Order and invoiced through this Agreement, will be reimbursed at cost plus ten percent (10%).
- d. Other than the terms contained herein, the Client agrees that the payment to Consultant is not subject to any contingency or condition.
- e. If Client has a good-faith objection to an invoice, it must advise Consultant of each objection in writing within 14 days of Client's receipt of the invoice, or the Client's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice. The parties will use best efforts to immediately resolve any amounts withheld due to a good faith dispute. If the dispute is not resolved in thirty (30) days from Client's notice of the disputed payment, as soon as practical, the parties will enter into mediation, with each Party paying its one-half of the mediation and mediator costs.
- f. In the event of termination prior to completion of the Services under a Work Request, the Client shall pay Consultant for Services satisfactorily performed up to the effective date of termination (either at the Price agreed in the Work Request or, if the Price is a lump sum, an amount proportionately based upon the Price for Services satisfactorily completed) except to the extent any amounts owed are being contested in good faith by the Client, but such amounts are due immediately once Consultant evidences its right to payment of contested amounts, or for which the Client is not otherwise obligated to pay under the terms hereof, and the Client shall be relieved of any liability to Consultant for any Services performed after the effective date of such termination.
- g. If Consultant initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at Consultant's standard hourly billing rates.

8. INDEPENDENT CONTRACTOR.

- a. It is understood and agreed that Consultant is an independent contractor in the performance of each and every part of this Agreement, and that Consultant's employees shall be subject to Consultant's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of Client. Client shall have the right generally to oversee and inspect the performance of the Services of Consultant to ensure the satisfactory completion thereof, it being understood and agreed that Client is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Agreement, as Client is interested in and looking only to the end result to be accomplished. Consultant shall be solely liable for all labor, material, and other expenses in connection with Services performed by Consultant pursuant to this Agreement.
- b. It is expressly agreed that neither Consultant nor any of Consultant's employees shall be entitled to any Client benefits normally extended by either a Client to its own employees and that the Price is the total consideration payable hereunder. Consultant understands and agrees that it and its employees shall in no way participate nor have any interest in any employee benefit plans or programs maintained by any Client, including without limitation, Medical Plan, Life Insurance Plan, or any other benefit plan or program that may be in effect at any time during the period covered by this Agreement or thereafter.
- c. Consultant shall not be deemed by the terms of this Agreement or the use of any title to occupy the status of an employee, agent or representative of any Client or to have authority to represent to bind any Client or its parent, subsidiaries, or affiliates.
- 9. OWNERSHIP OF DOCUMENTS. All "design documents", including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by Consultant are exclusive to the Services described in this Agreement, are instruments of service for each project and may be used only if the Client has satisfied all of its obligations under this Agreement. Upon satisfaction of its obligations hereunder, Client may make and retain copies of design documents for information and reference in connection with use on the particular project by Client. Consultant grants Client a limited license to use the design documents on the applicable project, subject to receipt by Consultant of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) Client acknowledges that such design documents

are not intended or represented to be suitable for use on the project unless completed by Consultant, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) TO THE EXTENT ALLOWED BY LAW CLIENT SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DESIGN DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY CONSULTANT; and (4) such limited license to Client shall not create any rights in third parties.

10. INSURANCE.

- a. Except as otherwise provided herein, Consultant shall, at its sole cost and expense, procure and maintain in force at all times during the term hereof sufficient insurance or Client approved self-insurance as set forth in **Exhibit C**. Any changes to the insurance requirements may be set forth in a Work Order, and in that case, the Work Order will prevail over conflicting terms herein.
- b. All insurance policies of Consultant related to the Services shall, to the extent of the risks and liabilities assumed by Consultant in this Agreement, (i) provide a minimum of thirty (30) days' notice to Client prior to cancellation or material change, (ii) except for Workers' Compensation coverage, name Client as an additional insured without respect to any limit in the insurance policy, (iii) contain a waiver of subrogation as to Client, and (iv) be considered primary insurance in relation to any other insurance providing coverage to any member of Client. The cost for any and all deductibles in Consultant's insurance from the insurer shall be solely for the account of Consultant.
- c. Consultant shall furnish Client with Certificates of Insurance evidencing the insurance required herein. In the event that Consultant fails to provide Client with such certificates, Client has the right, but not the obligation, after five (5) days written notice to Consultant, to obtain insurance on behalf of Consultant, and to charge the cost to Consultant.

11. LIMITS/WAIVER DAMAGES.

- a. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for exemplary or punitive damages.
- b. To the fullest extent permitted by law, Client and Consultant:
 - i. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages including loss of use, profit or revenue, arising out of, resulting from, or in any way related to the Services or the applicable project, and
 - ii. Agree that Consultant's total liability to Client under this Agreement will be limited to the total amount of compensation received by Consultant under this Agreement.
- 12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY. When Client's representative designates, in writing, information as confidential information, Consultant agrees not to disclose such Confidential Information. This non-disclosure obligation does not apply to (a) information which is or becomes, through no fault of Consultant, public knowledge, or (b) Information that is or becomes available to Consultant without obligation of confidence from sources having the legal right to disclose the Information, the sources being other than Client, or (c) information that is already in Consultant's possession without secrecy, confidentiality or non-use obligation and was not received in anticipation of this Agreement. In the event Consultant is required by any subpoena or legally recognized order to disclose any of the Confidential Information, notice shall be made as soon as possible by overnight mail or email to Client. Client expressly reserve the right to interpose all objections it may have to disclosure of its Confidential Information.
- 13. LIENS. Consultant agrees to pay all just claims for labor and/or materials furnished to Consultant in connection with the performance of Services hereunder, and to allow no lien or charge for same to be filed against or fixed upon any property of Client; provided, however, that Consultant shall not be prevented from claiming, filing, or enforcing any bond rights when the rights thereto arise from a Client's failure to pay monies owed to Consultant. Except as provided in the preceding sentence, Consultant agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Client from and against any and all such claims and liens (including, without limitation, any legal or other fees incurred by the Client to have such claims and liens removed or satisfied, including investigation thereof).

14. TAXES AND CLAIMS.

- a. Notwithstanding anything herein to the contrary, Consultant shall be responsible for and pay all taxes and duties levied or assessed on Consultant by any governmental authority in connection with or incident to the performance of this Agreement including, without limitation:
 - i. All income, gross receipts, profits, gains, franchise, transportation and property taxes; and stamp duties, licenses, permits, sales, use, excise, consumption, entry or similar taxes; and any fines, penalties, interest or other fees assessed in connection therewith; and

- ii. All employment taxes and contributions imposed by law or trade union contractors or regulations with respect to or measured by the compensation (wages, salaries or other) paid to employees of Consultant, including without limitation, fringe benefits tax, taxes and contribution for unemployment compensation insurance, social security, medical and health insurance, welfare funds, pension and annuities and disability insurance.
- 15. GOVERNING LAW; VENUE; ATTORNEY FEES. The laws of the State of Texas (without regard to any conflicts-of-law rules which would direct or refer to the laws of a different jurisdiction) shall, except as otherwise provided, govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties may be in any state or federal court of competent jurisdiction in the county in which the project is located. The prevailing Party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing Party.
- 16. FORCE MAJEURE. If either Party is rendered unable, in whole or in part, by reason of Force Majeure (as defined below) to carry out its obligations hereunder, other than the obligation to pay money, the Party claiming Force Majeure shall give the other Party prompt notice of same with reasonably complete particulars, and the obligations of the Parties, insofar as they are affected by the Force Majeure event, shall be suspended during, but no longer than, the continuance of the Force Majeure event. The Party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; provided, however, that the foregoing shall not require a Party to settle labor disputes contrary to its wishes. The term "Force Majeure" shall mean any cause which is not due to the negligence and not reasonably within the control of the Party claiming Force Majeure after the exercise of due diligence.
- 17. NOTICES. All notices required or permitted to be given hereunder shall be in writing. Notices shall be given in person, or sent by courier, mail or email to the Party to be notified and to the attention of the appropriate representative of the Party at the address set forth below, or such other address as may be designated ten (10) days prior thereto by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 PM or on a non-business day shall be deemed to be given the following business day; and provided further, that if notices cannot be given after reasonable effort at such address, notices shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

CONSULTANT:

Peloton Land Solutions, Inc. 9800 Hillwood Parkway, Suite 250 Fort Worth, Texas 76117 Attn: Abra Nusser, AICP

Telephone: (972) 339-8186

Email: abra.nusser@pelotonland.com

CLIENT:

City of Lavon, Texas 120 School Road Lavon, Texas 75166 Attn: Vicki Sanson, Mayor

Telephone: (972) 843-4220

Email: Kim Dobbs <kdobbs@lavontx.gov>

18. MISCELLANEOUS.

- a. <u>Entirety.</u> This Agreement consists of this document and its attached Exhibits and Addendums, if any, which are hereby incorporated herein. This Agreement sets forth the entire and complete agreement of the Parties as to the subject matter hereof, and supersedes any and all proposals, negotiations, and representations of the Parties prior to the execution hereof, including without limitation, prior drafts of this Agreement. This Agreement supersedes any prior Master Service Agreements entered into between the Parties, although the Parties shall still be responsible under any such prior Master Service Agreements for any claims that have arisen under such Agreements from circumstances or events that occurred prior to the date hereof.
- b. <u>Amendments.</u> No amendment, or modification of this Agreement, or any additional terms and conditions, shall be valid unless evidenced in a writing specifically identifying this Agreement and signed by a duly authorized representative of Consultant and a duly authorized representative of Client.
- c. <u>Interpretation.</u> The Parties agree that each has had the opportunity to review this Agreement and seek advice of counsel and that this Agreement shall not be construed against one Party or the other as the drafter of this Agreement.
- d. <u>Conflicts</u>. In the event of a conflict between the terms and conditions of this document and the Exhibits, or Addendums, if any, which form a part of this Agreement, this document shall prevail unless the change relates to an insurance obligation or express reference is made in such Exhibit or Addendum to amending specific provisions of this document and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client. In the event of a conflict between the terms and conditions of this Agreement and any subsequent documents, including without limitation, Work Requests, field work orders, work tickets, purchase orders, confirmations, invoices, statements, published rate or price schedules, or any other documents used by either Party in

the normal course of business, the terms and conditions of this Agreement shall prevail unless express reference is made therein to amending specific provisions of this Agreement and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

- e. Assignment. Neither Party shall assign this Agreement, nor subcontract the whole or any part of the Services to be performed hereunder, without the non-assigning Party's prior written consent. Consent to any such assignment or subcontract shall not relieve the assigning Party, or its surety if there be a surety, of any liability for the full and faithful performance of this Agreement according to all its terms and conditions. Any such assignment shall be made subject to all the terms and conditions of this Agreement, and no such assignment shall ever be construed to limit, decrease, or increase any of the rights or obligations of the non-assigning Party hereunder. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Consultant to any Client contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and not for the benefit of any other party.
- f. Waiver. No benefit, right or duty provided by this Agreement shall be deemed waived unless the waiver is reduced to writing, expressly refers to this Agreement, and is signed by both Parties. The waiver of one instance of any act, omission, condition, or requirement shall not constitute a continuing waiver unless specifically so stated in the aforesaid written waiver instrument. Further, a waiver by either Party of any one or more defaults by the other hereunder shall not operate as a waiver of any other defaults (whether past or future) of a like or of a different character.
- g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- h. <u>Survival</u>. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the limitation of liability, warranty, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder which are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.
- i. Authority of Executing Parties. Each of the persons executing this Agreement represents and warrants that they have full right and authority to execute this instrument on behalf of Client or Consultant, respectively, and to legally bind such Party to the fulfillment of all of the provisions hereof.
- j. <u>Partial Invalidity</u>. In the event any provision (or portion thereof) of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it comply with said law, rule, or regulation, and this Agreement as so modified, shall remain in full force and effect. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

INTENDING TO BE LEGALLY BOUND, the Parties, or their duly authorized representatives, have executed this Agreement in multiple original counterparts, each of which shall be deemed to be an original document for all purposes, as of the date first written above, but effective as of the Effective Date.

CONSULTANT:	CLIENT:
Peloton Land Solutions, Inc.	By: Aller and
Tax ID No27-1645426	Name: Vicki Sunson
By: A. A.	Title: Mayor VON
Name: ARICA HEAD	
Title: PRINCIPAL, EVP	To C
	A A A A A A A A A A A A A A A A A A A

EXHIBIT A

WORK ORDER

Client Project #:Peloton Project #:		
THIS IS A WORK ORDER effective as of	("Effective Date")	
between	("Client") and	
Peloton Land Solutions, Inc. ("Peloton").		
Referenced Original MSA:		
Project Name, Phase, Address, etc. ("Project"):		
Work under this Agreement is generally identified	as follows:	
[describe or "See attached Exhibit 'B" with attach	ment]	
Basis of Payment— Lump Sum & Hourly Plus	Direct Expenses	
In accordance with the terms of this Agreement, C	lient will compensate Peloton as follows ("Com	pensation"):
[dollar amount and/or "See attached Exhibit 'B"" v	vith attachment]	
Lump Sum Services: The Compensation amount be percentage of the Services actually completed duri		based upon Peloton's estimate of the
Hourly Services: The portion of the Compensation the cumulative hours charged to the Project by each class.		
Direct Expenses: Direct Expenses and Peloton's c	consultants' charges, if any, will be billed on a m	nonthly basis.
Peloton's standard hourly rates and Direct Expense	e rates are attached as Appendix 1.	
IN WITNESS WHEREOF, the parties hereto have	executed this Work Order, the Effective Date of	of which is indicated above.
Client	Peloton Land Solutions, I	nc.
BY Title	ВҮ	Title
Template for Exhibit A - Not for Signature		
Signature Date	Signature	Date

EXHIBIT B

SCOPE/FEE

Appendix 1

DFW Rate Schedule (2021)

Project Principal	\$230 - 340
Sr. Project Manager	\$200 - 260
Project Manager	\$155 - 220
Sr. Civil Engineer	\$160 - 235
Civil Engineer	\$120 - 190
Civil Designer	\$95 - 155
Engineer-In-Training	\$95 - 135
Engineering Intern	\$55 - 65
Sr. Planner	\$125 - 200
Planner	\$75 - 125
Planning Intern	\$50 - 60
CADD Technician	\$50 - 115
Sr. Survey RPLS	\$160 - 250
Survey RPLS	\$125 - 160
Sr. Survey Technician	\$105 - 150
Survey Technician.	\$50 - 105
Party Chief	\$80 - 125
Instrument Man	\$50 - 100
Remote UAV Pilot	
Construction Administrator	\$100 - 160
Sr. Environmental Scientist	\$130 - 190
Environmental Scientist	\$75 - 130
Certified Arborist	\$150 - 170
Sr. GIS Specialist	\$150 - 210
GIS Specialist	\$120 - 190
Landscape Architect	\$100 - 160
Project Accountant	\$90 - 140
Administrative Assistant	\$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	\$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

EXHIBIT C

Minimum Insurance Requirements To Be Maintained by Consultant

Consultant agrees to maintain the following insurance:

Worker's Compensation Insurance as prescribed by applicable law.

Employer's Liability Insurance including insurance covering liability under the Longshoremen's and Harbor Worker's Act, the Jones Act and the Outer Continental Shelf Lands Act, if applicable. The limits of liability of such insurance shall be as prescribed by applicable law or if not prescribed by applicable law shall be not less than \$1,000,000 per occurrence.

Commercial or Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including the following supplementary coverage: (i) Contractual Liability to cover liability assumed under this Agreement, (ii) Product and Completed Operations Liability Insurance, (iii) Broad Form Property Damage Liability Insurance, and (iv) explosion, collapse and underground hazards. The limit of the liability for such insurance shall not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than \$1,000,000.

Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, with aggregate limit reinstated annually. The Professional Liability Insurance policy shall be written on a claims-made basis with retroactive coverage. Consultant will maintain this policy for a period of two (2) years after the completion of the Services at issue or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limited is provided, total coverage shall not be less than \$1,000,000.

Excess Liability or Umbrella insurance following form with the above coverage with limits of not less than \$2,000,000 for contractors who perform work solely on land based onshore, non-maritime locations.

The above insurance shall include a requirement that the insurer provide the other Party with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. Each Party shall provide the other Party with a certificate of insurance evidencing the above insurance policies upon request.

1318316-v3/14543-001000

CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>7 - E</u>

Item:

CONSENT AGENDA

Approve Resolution No. <u>2023-03-02</u> approving and authorizing the execution of Change Order No. 1 for the Construction Contract for Texas Department of Agriculture TXCDBG # CDV21-0092 Street Improvements with GRod Construction for zero dollars.

Background:

On January 17, 2023, the City Council awarded a contract to GRod Construction LLC for the City of Lavon Forder Court Construction Project. The project is to pave in asphalt Forder Court from Main Street (Business 78) to the 336 Forder Court for \$538,187.00.

Subsequent to the approval and execution of the contract, certain changes were identified and agreed upon by all parties.

Financial Implications:

The Change Order No. 1 does not involve additional or reduced funding.

Staff Notes:

Approval is recommended.

Attachments: Proposed Resolution and Change Order

CITY OF LAVON, TEXAS

RESOLUTION NO. 2023-03-02

Change Order No. 1 - CDBG Contract Forder Ct. GRod Construction

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 FOR THE CONSTRUCTION CONTRACT FOR TEXAS DEPARTMENT OF AGRICULTURE TXCDBG #CDV21-0092 STREET IMPROVEMENTS.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has considered and determined that approval of the construction contract for Texas Department of Agriculture TxCDBG #CDV21-0092 Street Improvements is in the best interest of the general health, welfare, and safety of the citizens of Lavon; and

WHEREAS, subsequent to approval and execution of the contract, certain changes were identified and agreed upon by all parties.

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

- SECTION 1. The City Council does hereby approve and authorize the execution of Change Order No. 1 for the construction contract for Texas Department of Agriculture TxCDBG #CDV21-0092 Street Improvements, 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 7th day of March 2023.

	Vicki Sanson	
	Mayor	
ATTEST:		
Rae Norton		
City Secretary		

RESOLUTION NO. 2023-03-02

EXHIBIT A

- 1) Construction Contract Change Order No. 1
 - a) Kimley Horn Memo Lavon CDBG Contract Changes 02-27-2023
 - b) Construction Contract approved by Resolution No. <u>2022-02-03</u>

A505 **Construction Contract Change Order** Grant Recipient: City of Lavon County Contract No.: CDV21-0092 Change Order No.: 1 Region: NCTCOG Engineer: Contractor: Kimley-Horn GRod Construction LLC. New Items Requested Change in Contract Duration Select Change Order Type(s): Change to Existing Line Items Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses. Changes to Existing Line Items (Items from original bid or added in previous change order ONLY) Change in Contract Price Bid Item # Original Qty. Proposed Qty. UOM Unit Price ΔQty. + Item Description _ N/A Updated Contract Language Contract Change Sub-Total: Justification for Change Decrease No Change Increase X 1. Effect of this change on scope of work: X 2. Effect on operation and maintenance costs: Not Applicable Yes No

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X

3. Will this Change Order change the number of beneficiaries or TxCDBG

6. Are other TxCDBG contractual special condition clearances still valid?

7. If new items are included that were not included in the competitive bid, have

4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected

contract Performance Statement Exhibit A?

5. Is the TCEQ clearance still valid?

conditions discovered during actual construction?

the prices been determined to be reasonable?

	Change O	der Summary	
Original Contract Price:	\$0.00	Original Contract End D	ate:
Net Previous Change Order(s):	\$0.00	Net change of previous	Change Orders (days):
This Net Change Order:		Increase/Decrease of th	is Change Order (days):
New Contract Price:	\$0.00	Change Order Contract	End Date
Cumulative % Change:			
contract price of greater than 2	5% to be non-competitive, as other	potential bidders did not h	nsiders a change in the construction have the opportunity to bid on the true he event of an increase greater than 25%.
Grant Recipient Approval (RE	QUIRED)		
	Authorized Signature		Date
	Authorized Signa	atory's Name and Title	
Engineer's Recommendation			
Cany	Nag/	2/28/23	
	Engineer's Signature	Date	
		ey McElroy eer's Name	
Contractor's Authorization (R		eel 3 Name	
decrease in the original contrac			5 percent and I hereby consent to such Date
	Contractor	s Name and Title	
То	receive an email copy of the TDA re	esponse, provide contact in	formation below
Na	ame		Email +
		<i>(t</i> : 1	-
TI. N. G	FORTDA	office use only	
This Net Change Order:		Increase/decrease of the	
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	
Notes:			
	Contract Specialist Signature		Date
	725		This form required as of September 1, 2020.
Grant Recipient: City of Lavon	Contract No.: CDV21-0092 Pag	Change Order No.: 1	All previous versions no longer valid.

Director Signature (optional)	Date

Contract No.: CDV21-0092 Change Order No.: 1

Page 3 of 3 Grant Recipient: City of Lavon



MEMORANDUM

To: Kim Dobbs

From: Casey McElroy

Kimley-Horn and Associates, Inc.

Date: 2/27/2023

Subject: Lavon CDBG Contract Changes

Below is a summary of the changes made to the contract documents after the execution of CDV21-0092. These items were requested by the City Attorney.

- #4 (b) was removed from pdf page 39.
- All instances of "City/County" were changed to "City"
- #16 (a) "Local Government" was changed to "City" from pdf page 45
- #26 (a) "site of the project" was changed to "project area" from pdf page 48
- #31 "City Administrator" was changed to "City Manager" from pdf page 49
- #34 "This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties." was removed from pdf page 50
- # 35 "(a copy of which is attached as Attachment __ and herein incorporated by reference)"
 was removed from pdf page 50
- #36 (a) "Firm" was changed to "Contractor" from pdf page 50
- #38 "[For Contracts that exceed \$100,000]" was removed from pdf page 51
- #38 "undersigned" was changed to "contractor" from pdf page 51
- # 39 "[For Contracts > \$100K]" was removed from pdf page 51
- #40 "[For Contracts >\$150K]" was removed from pdf page 51
- #41 "[applicable to contracts and subcontracts over \$10,000]" was removed from pdf page 51
- PDF page 64, Exhibit "F" Section 3 Policy was removed entirely
- PDF page 66, A1022 TxCDBG Section 3 Status Summary was removed entirely
- Bond pages were replaced with updated bonds—payment bond page. 31, performance bond page. 32, maintenance bond page. 33, and certificate of liability insurance page. 37.
- Article 2 of the agreement has been updated to the following "The Contract Price. The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Five Thousand Thirty-Eight One Hundred Eighty-Seven Dollars \$538,187.00."
- Addendum 2 Additional Provisions is added to the contract and attached here.

Addendum 2 Additional Provisions

- 1. Verification Regarding Energy Company Boycotts. To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.
- 2. <u>Verification Regarding Discrimination Against Firearm Entity or Trade Association</u>. To the extent this Contract constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
 - 1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - 2. will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

- **3.** Certifications Regarding Terrorist Organizations. To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Contractor hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.
- **4.** Governmental Powers; Waivers of Immunity. By its execution of this Contract, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Contract. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

- **5.** <u>Applicable Law: Venue.</u> This Contract is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in, and exclusive venue for any action to enforce or construe this Contract shall be in Collin County.
- **6. Form 1295 Certificate.** Contractor represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, Contractor has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. Contractor further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Contract, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by Contractor. The information contained in the From 1295 completed by Contractor and the City has not verified such information.
- 7. Status of Contractor. Contractor will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Contract, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

8. INDEMNITY.

- 8.1 Notwithstanding any other provision in the Contract to the contrary:
- A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.
- B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE

THE RIGHT TO RETAIN COUNSEL AND CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

- C. THE OBLIGATIONS SET FORTH IN THIS SECTION 8. SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
- D. CONTRACTOR SHALL CAUSE ALL CONTRACTS FOR SUBCONTRACTED SERVICES TO INCLUDE A LIKE INDEMNITY THAT SHALL COVER BOTH OWNER AND CONTRACTOR. NOTHING HEREIN SHALL LIMIT THE INSURANCE REQUIREMENTS OR APPLICABILITY OF SAME SET FORTH IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS.
- E. THE ABOVE INDEMNITY APPLIES TO ALL DIFFERENT THEORIES OF RECOVERY, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT INCLUDING NEGLIGENCE, STATUTORY LIABILITY OR ANY OTHER CAUSE OF ACTION.
- **9.** Severability. If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

10. Insurance.

- A. **Notwithstanding any other provision in the Contract to the contrary**, Contractor shall provide and maintain, until the services covered in the Contract are completed and accepted by the City, the minimum insurance coverages as follows:
 - a. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering CONTRACTOR' obligations contained in the Contract.
 - b. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
 - c. Commercial Automobile Liability insurance at minimum combined single limits of <u>1,000,000</u> per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
 - d. Errors & Omissions coverage may not be required for all services. If the City deems such coverage necessary, the following conditions will apply:

- 1. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
- 2. This coverage must be maintained for at least two (2) years after the Term. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the Contract (or earlier) must be maintained during the full term of the Contract.
- e. Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
- B. <u>PLEASE NOTE</u>: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
- C. Any Subcontractor(s) hired by Contractor shall maintain insurance coverage equal to that required of Contractor. It is the responsibility of Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.
- D. A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards (for engineering and architects), and contractual liability.
- E. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - a. The City shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of the City shall be contained in the Workers Compensation, and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that the City will receive at least thirty-(30) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name the City as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- h. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
- i. Insurance must be purchased from insurers that are financially acceptable to the City.
- F. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - b. Shall specifically set forth the notice-of-cancellation or termination provisions to the City.
- G. Upon request, Contractor shall furnish the City with certified copies of all insurance policies.
- H. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.



CITY OF LAVON Agenda Brief

MEETING: <u>March 07, 2023</u> ITEM: <u>8 - A</u>

Item:

Public hearing, discussion, and action regarding an application for a conditional use permit to construct a 1,290 square foot accessory structure that is 604 square feet larger than permitted at 220 Forder Ct., S. M. Rainer Survey, A-74, Sheet 2, Tract 26, Lavon, Collin County, TX (CCAD Property ID 1291328).

1) Presentation of request.

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

3) Discussion and action regarding the request and accompanying Ordinance No. 2023-03-01.

Application Information

Owner(s): Daniel K. Houseworth

Applicant: Daniel K. Houseworth

Location: 220 Forder Ct.

Description: S. M. Rainer Survey, A-74, Sheet 2, Tract 26, 1 Acre

Lavon, Collin County, TX; CCAD Property ID 1291328

Current Zoning: Single Family-1 (SF 1)

Request: Conditional Use Permit – Accessory Structure

Request Details

The applicant is seeking approval of a conditional use permit (CUP) to construct an accessory structure that does not conform to the SF 1 area requirements of the zoning ordinance. The proposed building is 1,290 square feet (sq. ft.) in area and located in the rear yard behind the main structure. The building will be constructed on a concrete slab and is proposed to be constructed of metal.

The applicant's home and a detached accessory structure were constructed in 1955.

Code Excerpts:

CITY OF LAVON – ZONING ORDINANCE

9.03.083 ACCESSORY STRUCTURES

(b) Detached accessory buildings shall be subject to all of the following regulations, in addition to any other applicable regulations:

(2) Lot coverage:

(A) The combined floor area of all accessory buildings shall not exceed ten (10) percent of lot coverage or sixty (60) percent of the primary structure, whichever is less. In no case shall the combined area of the primary structure and accessory building(s) exceed the maximum percentage of lot coverage allowed for the zoning district on which the structures are placed.

The applicant's lot is approximately 1.0 acre. The maximum permitted lot coverage is 45% of the lot area or 19,602 sq ft, of which 10% is 1,960 sq. ft. The current structures on the lot consist of a main structure that is 1,144 sq. ft., including patios/porches. 60% of the primary structure is 686 square feet. There is an existing 360 sq. ft. detached accessory structure that the applicant informed the Planning and Zoning Commission they intend to remove. The existing structure is not included in permitted area calculation for the proposed accessory structure. Consequently, the permitted area of the proposed structure is 686 sq. ft.

The proposed structure is 1,290 sq. ft. which is 604 sq. ft. larger than the total building area permitted. The proposed structure will be partially screened by trees on the applicant's property.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 1,290 SQUARE FOOT (SQ FT) ACCESSORY STRUCTURE THAT IS 604 SQ FT LARGER THAN PERMITTED AT 220 FORDER CT. ON APPROXIMATELY 1 ACRE OUT OF THE S. M. RAINER SURVEY, ABSTRACT 740 SHEET 2, TRACT 26, CITY OF LAVON, COLLIN COUNTY, TEXAS.

MOTION MADE: NABORS SECONDED: COX

APPROVED: UNANIMOUS

Staff Notes:

Approval is recommended.

Attachments: 1. Application

2. Location Exhibits

3. Accessory Building Calculations

4. Neighbor Notices5. Proposed Ordinance

We are submitting this application regarding our metal building that we would like to build on our I acre lot on Forder Court right around the corner from City Hall. We have always wanted covered parking for our cars, more room for projects and a bigger space to have our friends and family over for get togethers. We have seen this property as our forever home since it has been in our family for over 80 years and we hope to make it as functional and as beautiful as possible.

Keith & Panda Houseworth

PROJECT OVERVIEW

Project Type: Conditional Use Permit (R) | Project Title: Conditional Use Permit (R)

ID # 23-000043 | Started 01/19/2023 at 19:53



Address

220 Forder Ct, Lavon, TX USA 75166

Legal

Abs A0740 S M Rainer Survey Sheet 2 Tract 26 1.0 Acres

Description

Construction of metal accessory building. Dimensions are 30x30 enclosed with a 10x30 overhang on the front.

PROPERTY DETAILS

Property ID 181715

PROPERTY ADDITIONAL INFORMATION

No data for Property Additional Information.

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Daniel Houseworth	keithhouseworth@gmail.cor 4694069449	m220 Forder Ct Lavon, TX 75166	-	APPLICANT
Daniel Keith Housewor	th-	220 Forder Ct Lavon, TX 75166-1514	-	Property Owner

INFORMATION FIELDS

Site Address

220 Forder Ct Lavon Tx 75166

Property Owner Information

Name

Daniel Keith Houseworth

Address

220 Forder Ct Lavon Tx 75166

Owner Phone

(469) 406-9449

Fax#

_

Authorized Person

-

Builder Name Texwin
Builder Phone # (800) 636-4700
Misc (R) Building - Description of Work
Select Description of Work Accessory Building
If "Other", Please Explain
Comments Existing accessory building will be replaced with new and will be taken down upon completion of new building.
Building Information - Area in Sq. Ft.
Under Roof 1200
A/C 0
Garage 2
Lot Size 1.0
Building Height 13.75
Electric
Select Electric
If "Other", Please Provide -
Hazardous Material? No
Gas in Building? No
Number of Stories
Site Coverage (in %) 0.03
HOA Approval Document
Upload: Plans 7ED39A7B-1AE4-483C-97EA-E18170411E05.png, CE810C71-9048-4969-8904-1AAB8FF39CC3.jpeg, 735D9ED1-BFFA-4BB7-AE33-C0BDB0C4C992.jpeg, 66109A2A-F050-440D-8D3F-C78048B71FDC.png, 828FCF0B-FA43-4D1F-B5A8-B38A22EE3DAC.jpeg, E2CACB9D-72BF-45F7-A25B-E65B25DEF876.jpeg
Upload: Pictures of Inspection
New Construction / Remodel Building Permit (R) Acknowledgement Yes

MYGOV.US

Builder Information

Construction Value			
CREDENTIALS			
General Contractor			
Mechanical Contractor			
Plumbing Contractor			
Electrical Contractor			



Texwin

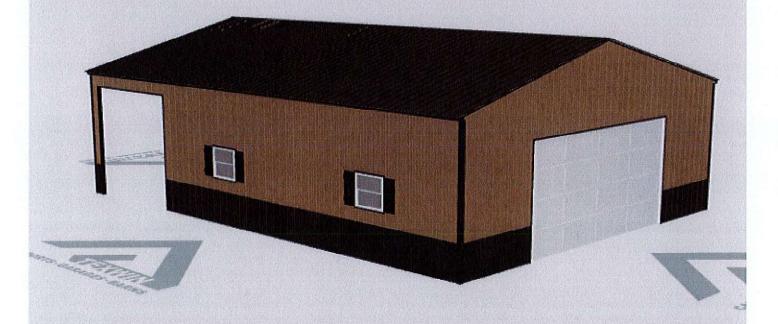


Your State: Texas

EMAIL LINK







30' W x 40' L x 10' H
Approximate center clearance: 1

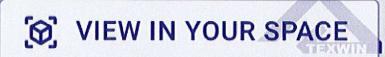




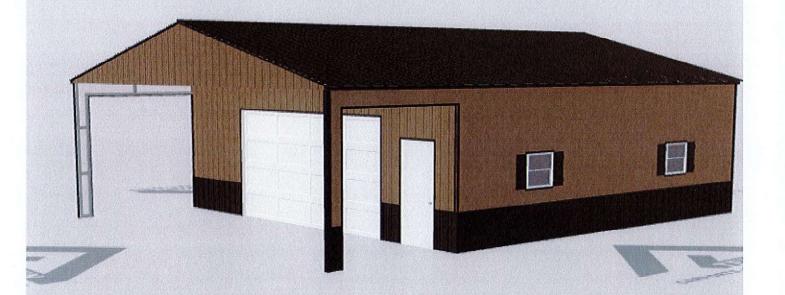


Your State: Texas

EMAIL LINK





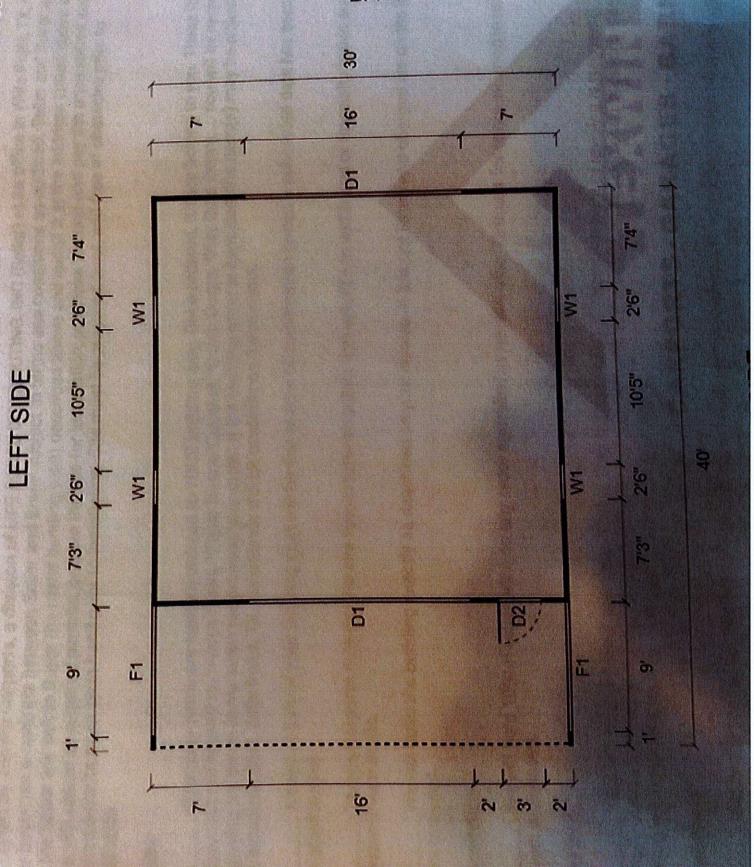


30' W x 40' L x 10' H

Approximate center clearance: 1







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Accessory Structure Calculations

PROJECT: 220 Forder Court

Proposed accessory structure 01-19-2023; rev 03-01-2023

Property Details	
1. Zoning	SF-1
2. No. of detached existing accessory structures (2 max)	1 existing
3. Lot size	43,560 sq ft
4. Allowable lot coverage per zoning	45%
5. Area of allowable lot coverage	19,602 sq ft
6. Ten percent (10%) of allowable lot coverage	1,960 sq ft
7. Size of primary structure under roof	1,144 sq ft
8. 60% of primary structure	686 sq ft
Area of existing accessory structure(s)	*360 sq ft
10. Permitted area of all accessory structures	686 sq ft
11. Area of proposed structure	1290 sq ft
12. Area of proposed and existing structures	1290 sq ft
13. Height of proposed structure (20' max)	10 ft

^{*}Existing detached accessory structure will be removed per applicant on 02-28-2023.

The combined floor area of all accessory buildings shall not exceed the lesser of 10 percent of lot coverage or 60 percent of the primary structure.

If approved, the proposed structure would result in accessory structures being 604 sq ft greater than permitted.

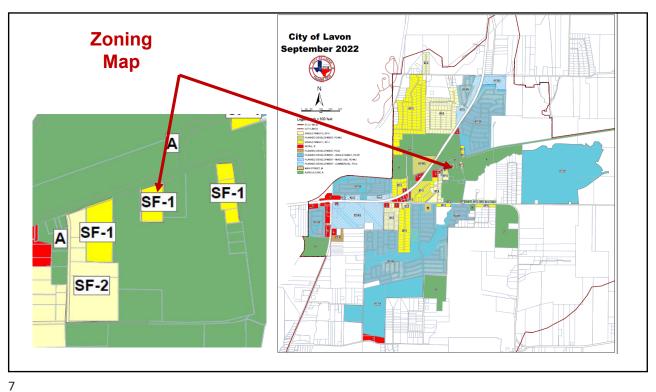
City of Lavon Code of Ordinances

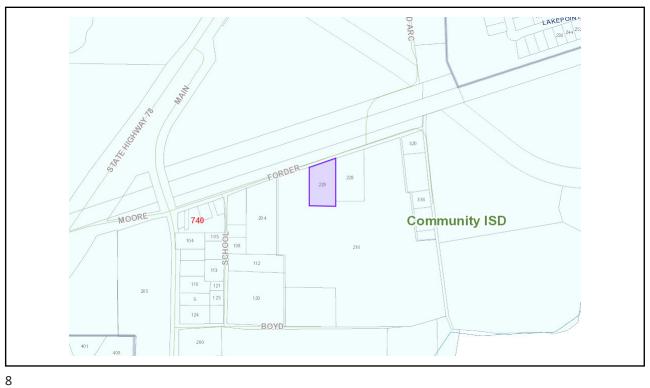
Sec. 9.03.083 Accessory structures

- (a) Attached accessory buildings shall conform to the regulations applicable to the main building to which they are attached.
- (b) Detached accessory buildings shall be subject to all of the following regulations, in addition to any other applicable regulations:
- (1) Number of buildings:
- (A) No more than two detached (2) accessory structures may be placed on any lot.
- (B) The number of detached accessory structures that may be placed on an Agricultural zoned lot is limited by lot coverage.
- (2) Lot coverage:
- (A) The combined floor area of all accessory buildings shall not exceed ten (10) percent of lot coverage or sixty (60) percent of the primary structure, whichever is less. In no case shall the combined area of the primary structure and accessory building(s) exceed the maximum percentage of lot coverage allowed for the zoning district on which the structures are placed.

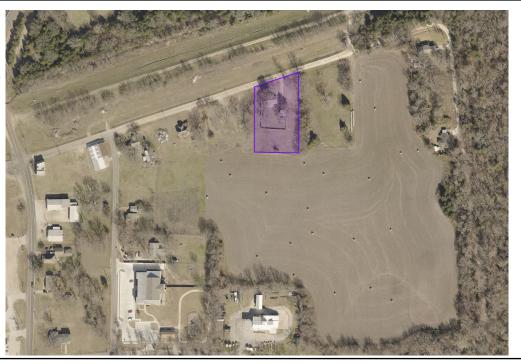
- (B) Stables shall be limited in area to ten (10) percent of lot coverage.
- (3) Setback and building line requirements:
- (A) Street: Accessory buildings shall not extend beyond a front, side or rear building line adjacent to a street. Provided however, for a lot utilized by a single detached dwelling, a gazebo or similar open air landscape structure may be located beyond the building line and within the front yard setback but shall not be larger than one hundred (100) square feet.
- (B) Easement: No accessory structure shall be located within any easement.
- (C) Side: Accessory buildings shall not be located closer than five (5) feet to the side property line when the accessory building is located behind the main building.
- (D) Rear: When the accessory building is a garage or carport with rear access, the rear setback shall be a minimum of twenty (20) feet from the property line. All other accessory buildings shall not be located closer than five (5) feet to the rear property line.
- (E) Other structures Accessory buildings, other than carports, shall not be located within five (5) feet of any other structure.
- (F) Stables shall not be located within fifty (50) feet of any property line or dwelling.
- (4) <u>Roof</u>:
- (A) The minimum roof slope for all accessory structures shall be 3:12, unless the accessory structure is prefabricated, pre-finished, and covers less than two (2) percent of the lot or is a carport.
- (B) The color and materials of the roof of the accessory structures shall closely resemble the color and materials of the roof of the main structure, unless the accessory structures is prefabricated, prefinished, and covers less than (2) percent of the lot or is a carport.
- (5) Exterior walls:
- (A) Accessory structures covering less than two (2) percent of the lot are required to be constructed with exterior walls composed of metal with a baked-on enamel or vinyl finish, vinyl, wood structure that is prefinished and prefabricated, composite masonry façade, or the same masonry content required of the main structure.
- (B) Accessory structures covering more than two (2) percent of the lot are required to be constructed with exterior walls composed of composite masonry façade material or the same masonry content required of the main structure.
- (C) Barns and stables located on property zoned agricultural (AG) are exempt from the masonry requirement for exterior walls.
- (D) No pressure treated wood is permitted as exterior finish.
- (6) Height: Accessory structures shall be limited to a height of not more than twenty (20) feet.
- (7) <u>Specific use permit</u>: Commercial equestrian or rodeo arenas whether enclosed, partially enclosed, or open air require a specific use permit.
- (8) <u>Fences</u>: Regulation of fences is controlled by separate city ordinance.
- (c) Accessory structures that do not conform to the requirements of this section 9.03.083 may be permitted with a conditional use permit.

(Ordinance 2018-03-02, sec. 9.1.4.3, adopted 3/20/18)





Location Exhibit 220 Forder Ct.



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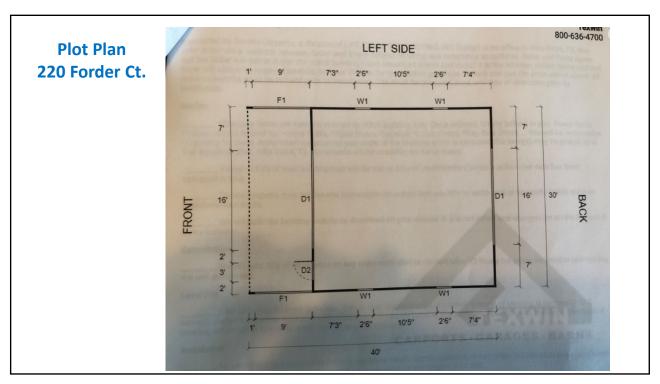
Location Exhibit 220 Forder Ct.



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Name	Street	City	State Zip	
North Texas Rurual Rail Tr	NE Texas Rural R	Lavon	TX	75166
MA Lavon 292, LLC	Forder Ct.	Lavon	TX	75166
City of Lavon	228 Forder Ct.	Lavon	TX	75166
City of Lavon	216 Forder Ct.	Lavon	TX	75166



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

Notice is hereby given that the **Planning and Zoning Commission** will hold a public hearing at the meeting starting at 7:00 PM, Tuesday, **February 28, 2023** at Lavon City Hall, 120 School Rd. Further notice is given that a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting starting at 7:00 PM, Tuesday, **March 7, 2023** at Lavon City Hall. At such times and place, the Commission and the Council will hear and take action on:

<u>Request</u>: Consider an application for a conditional use permit to construct a 1,290 square foot (sq ft) accessory structure that is 964 sq ft larger than permitted.

<u>Property Description</u>: 220 Forder Ct. on approximately 1 acre out of the S M Rainer Survey, Abstract 740 Sheet 2, Tract 26, City of Lavon, Collin County, Texas (CCAD Property ID 1291328).

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

You are receiving this notice because the subject property is located within 200 feet of your

	y be continued should an applicant so request. Interested citizens learing and participate in the same.				
Optional: The following may be	filled out and returned to Lavon City Hall <u>before</u> the hearing date.				
Check one:	Check one:				
Reasons: (attach separate s	sheet(s) as needed)				
Signature:					
Name (printed): «name»					
Address:					
Phone:	Email Address:				
You may return this form to:	City of Lavon or via email to: CityHall@cityof lavon.org P.O. Box 340 Lavon, Texas 75166				

«Legal Desc»

«Property Address»

CITY OF LAVON, TEXAS

ORDINANCE NO. 2023-03-01

Conditional Use Permit – 220 Forder Ct., Accessory Structure

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AMENDING CHAPTER 9, ZONING ORDINANCE, OF THE CODE OF ORDINANCES, AS HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT TO CONSTRUCT A 1,920 SQUARE FOOT ACCESSORY STRUCTURE THAT IS 604 SQUARE FEET LARGER THAN PERMITTED AT 220 FORDER COURT, S. M. RAINER SURVEY, A-74, SHEET 2, TRACT 26, LAVON, COLLIN COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; A CUMULATIVE REPEALER CLAUSE; A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

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

- **SECTION 1**. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.
- **SECTION 2.** That Chapter 9, Zoning Ordinance, of the City of Lavon Code of Ordinances as heretofore amended, and the same is hereby amended so as to grant a Conditional Use Permit in a Single Family 1 (SF-1) Zoning District on the property described and depicted in Exhibit "A" to construct a 1,920 square foot accessory structure on the property and that the herein-described property shall only be used in the manner and for the purpose provided for in the Zoning Ordinance of the City of Lavon as heretofore amended by granting of this conditional use permit and as may be amended in the future.
- **SECTION 3.** That the Zoning Ordinance of the City of Lavon Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.
- **SECTION 4.** That all rights and remedies of the City of Lavon are expressly saved as to any and all violations of the provisions of any Ordinances regulating, affecting, or relating to zoning, land use and/or development which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.
- **SECTION 5.** That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are

inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect

SECTION 7. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues.

SECTION 8. The City Secretary of the City of Lavon is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 9. That this Ordinance shall be in full force and effect from and after its date of passage, in accordance with law, and it is so ordained.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 7th day of March 2023.

ATTEST:	Vicki Sanson Mayor	
Rae Norton		
City Secretary		

CITY OF LAVON, TEXAS

ORDINANCE NO. 2023-03-01

EXHIBIT A

220 Forder Court S. M. Rainer Survey, A-74, Sheet 2, Tract 26, Lavon, Texas

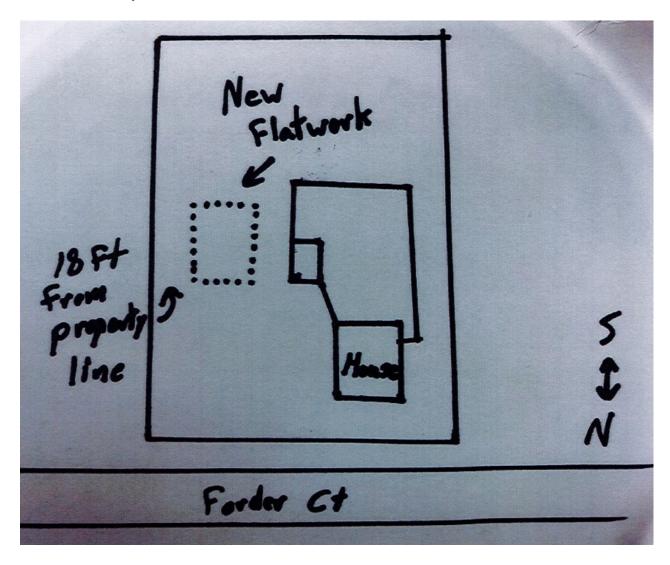
EXHIBIT B

- 1) Construction of a 1,920 square foot accessory structure that is 604 square feet larger than permitted.
- 2) An existing detached accessory structure shall be removed.
- 3) The building shall be constructed in accordance with the exhibits included in the application packet and all other City regulations.
- 4) A building permit will be obtained prior to construction.

A. Elevations



B. Lot Layout





CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - B</u>

Item:

Public hearing, discussion, and action regarding an amendment of the Grand Heritage Planned Development (PD) District regulations established by Ordinance No. <u>2004-09-05</u>, in Section 3.2.4 "Uses in Commercial Planning Areas", and other related sections, to amend the permitted uses, conditional uses, off-street parking requirements, and off-street loading requirements relating to alcohol-related restrictions as adopted in Ordinance No. <u>2022-07-02</u>, to apply to certain portions of the property described in Ordinance No. <u>2004-09-05</u>, consisting of 1.24 acres west of 890 S.H. 78, Lavon, Texas.

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

Background:

The subject property is part of the Grand Heritage Planned Development (PD) established by Ordinance No. <u>2004-09-05</u> that was adopted in 2004. The specific site is situated on approximately 1.5 acres in the West Flex B area of the PD subject to Commercial Planning Area requirements. The site is situated in the area identified as Block A, Lot 2 of the Highway 205 Tract preliminary plat approved in June 2008.

Because the Grand Heritage PD does not correlate to a base zoning in the Zoning Ordinance, amendments in Retail District uses and requirements, including alcohol-related use regulations, are not applicable to the property. The owner has proposed an amendment to the Grand Heritage PD to apply the alcohol-related regulations that were adopted by Ordinance No. <u>2022-07-02</u> to a specific site within the property.

The amendment is the same as and is no less restrictive than the regulations applied to the Retail District.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF AN AMENDMENT OF THE GRAND HERITAGE PLANNED DEVELOPMENT (PD) DISTRICT REGULATIONS ESTABLISHED BY ORDINANCE NO. 2004-09-05, IN SECTION 3.2.4 "USES IN COMMERCIAL PLANNING AREAS", AND OTHER RELATED SECTIONS, TO AMEND THE PERMITTED USES, CONDITIONAL USES, OFF-STREET PARKING REQUIREMENTS, AND OFF-STREET LOADING REQUIREMENTS RELATING TO ALCOHOL-RELATED RESTRICTIONS AS ADOPTED IN ORDINANCE NO. 2022-07-02, TO APPLY TO CERTAIN PORTIONS OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2004-09-05

MOTION MADE: NABORS SECONDED: TIEGS UNANIMOUS

Staff Notes:

The requisite public hearing notice was published in the newspaper and posted on the website, zoning change signs were placed on the property, and eight (8) neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property of which no notices have been returned in favor of or in opposition to the application.

The proposed application is consistent with the Future Land Use Plan and the Comprehensive Plan. Approval is recommended.

Attachment: 1) Application

- 2) Location Exhibits
- 3) Ordinance No. <u>2022-07-02</u>
- 4) Proposed Ordinance



CITY OF LAVON

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

Request for a Change in Zoning

BEAR CREEK COMM	AERCIAL 19		2/6/2023
Applicants Name	IDICIAL, CI		Date
MATT JOHNSON			214-880-8434
Representative or Agent			Phone Number
2101 CEDAR SPRINGS, Street	SUITE 600	DALLAS, City, State,	TX 7520 Zip
SWC SH78 & 8 Location of Property	iuriesom		
Legal Description of Prop		PD - Fo	
Check which zoning cate	. •		5
Lot Size: 2 ½ acre or m	iore 3	4 acre or more	e 1 acre or more
Single Family – 1(180	00 sq. ft. min. hon	ne)	Retail
☐ Single Family – 2 (15	00 sq. ft. min. ho	me)	Business District 1 / 2
☐ Single Family – 3 (12)	00 sq. ft. min. ho	me)	Planned Development
Special Use Permit			Mobile Home District
Other:			
Signature of Applicant or	Representative:	Alter	
	For Office	Use Only	
Date Received:	Date Paid: _		Fee Paid:
Next P & Z Meeting:	No	ext City Council	Meeting:



CITY OF LAVON

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

Declaration of Ownership

Date: 2/6/2023	
To the City of Lavon Collin County, Texas	
This letter will serve as notice that I/we, BEAR CREEK c am/are the owner (s) of record of the property described documentation, submitted with this form, for the purpose request (s) relating to this property.	
All Mille	
Signature (Owner)	
Signature (Owner)	
Signature (Owner)	
The State of Texas County of	
Before me, the undersigned authority, appeared <u>Carte</u> on this the <u>Gth</u> day of <u>February</u>	
Ashly Grant Notary Public in and for Dallas	ASHLEY GRANT Notary Pablics State of Texas Comm. Expires 05-30-2026 Notary ID 12983680-0
Notary Public in and for Dallas	County, Texas

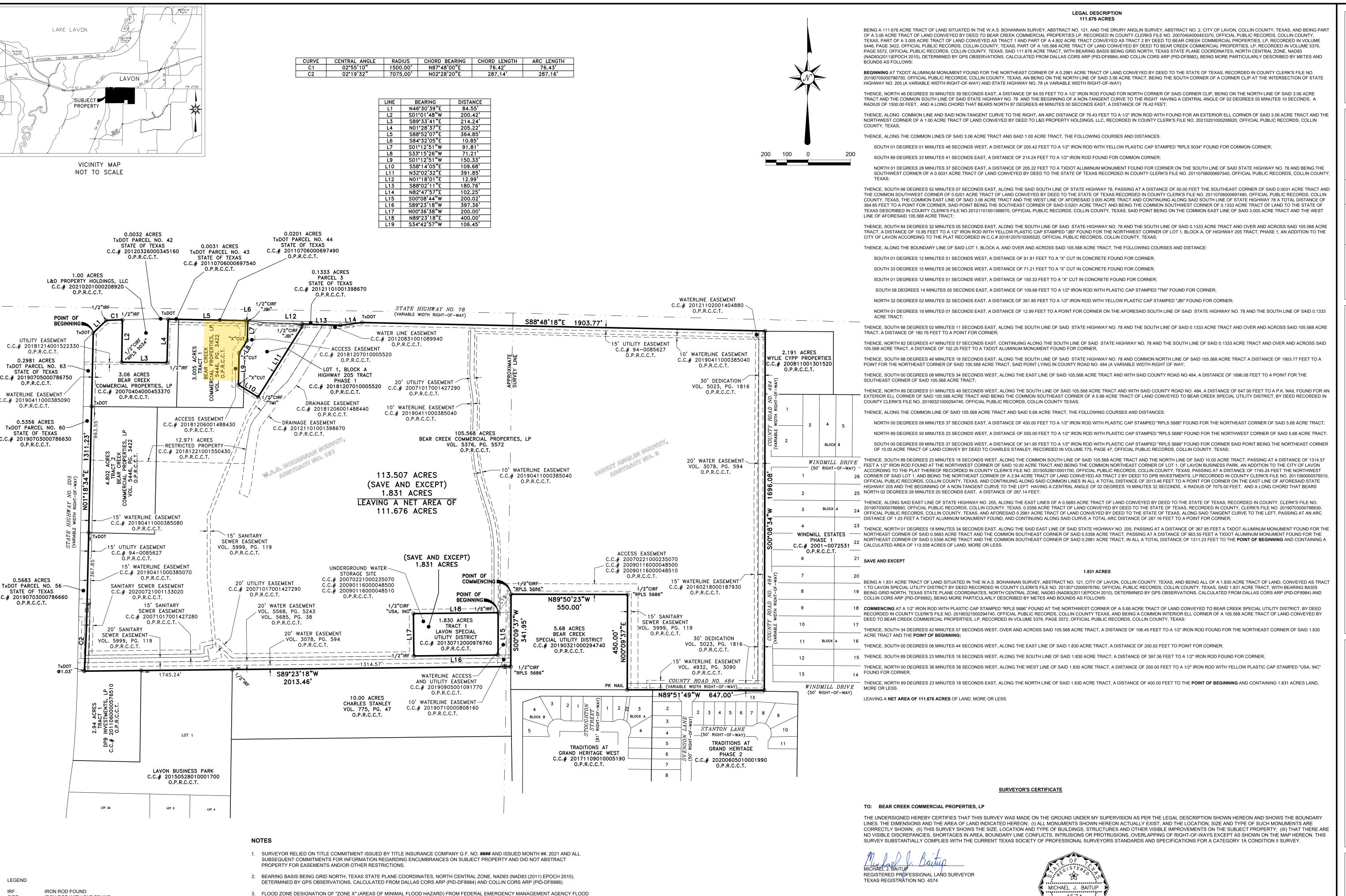


CITY OF LAVON

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

Authorization of Representation

The second of the presentation
Date: 2/6/2023
To the City of Lavon Collin County, Texas
This letter will serve as notice that I/we, BEAR CREEK COMMERCIAL, LP, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.
Signature (Owner)
Signature (Owner)
Signature (Owner)
The State of Texas County of
Before me, the undersigned authority, appeared <u>Carter W. Hunt</u> ,
on this the 6th day of February, 2023.
ASHLEY GRANT Notary Public, State of Texas (molary seal) Comm. Expires 05-30-2026 Notary ID 12983680-0
Notary Public in and for Dallas County, Texas



IRON ROD WITH CAP FOUND

OFFICIAL PUBLIC RECORDS,

COLLIN COUNTY, TEXAS

ALUMINUM TXDOT MONUMENT FOUND

STAMPED "LJA SURVEYING" SET

5/8" IRON ROD WITH YELLOW PLASTIC CAP

INSURANCE RATE MAP, COMMUNITY PANEL NO. 48085C0445 J, DATED JUNE 2, 2009.

IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.

4. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATES AN EXPRESSION OF PROFESSIONAL OPINION

REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. EITHER EXPRESSED OR IMPLIED: AND

CIRF

TxDOT

O.P.R.C.C.T.

 PROJECT NO.
 0022
 DATE
 REVISION

 DRAWN BY
 S.C.O.
 M.J.B.

 APPROVED BY
 M.J.B.
 DATE
 08/17/21

LAND TITLE SURVEY
111.676 ACRES
IN THE

Phone 469.621.0710

Surveying, Inc.

North Central Expressway

00

Texas 75206

T.B.P

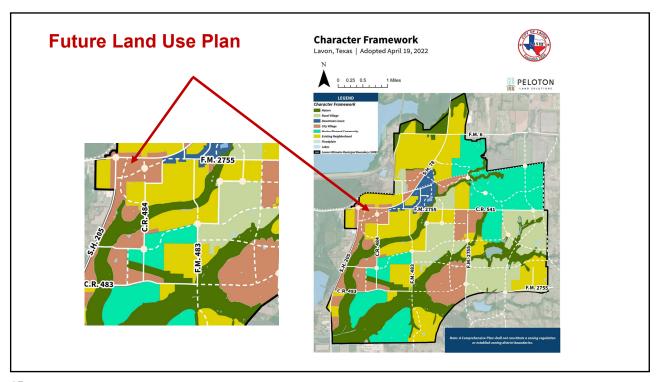
LJA 6060 N Suite 4 Dallas.

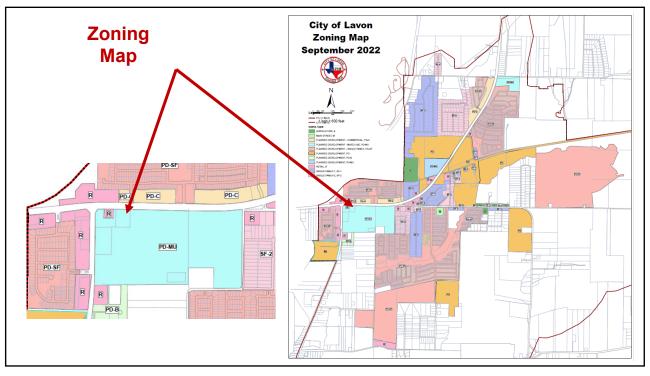
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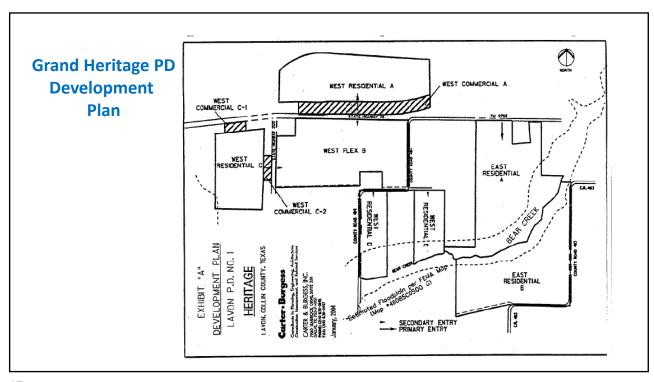
DATE OF SURVEY: 08/17/21

SURVEY VALID ONLY WITH ORIGINAL SIGNATURE AND SEAL OF R.P.L.S.

DATE OF LAST REVISION:

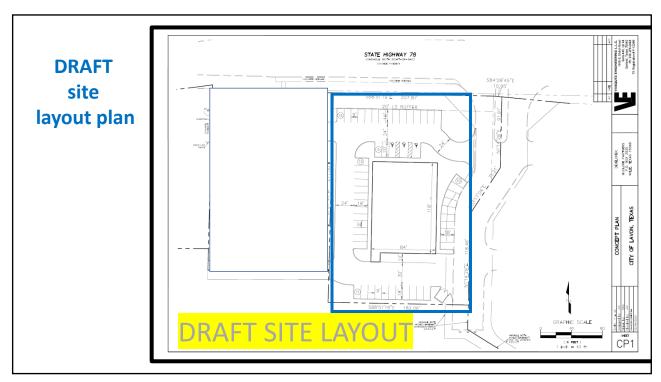


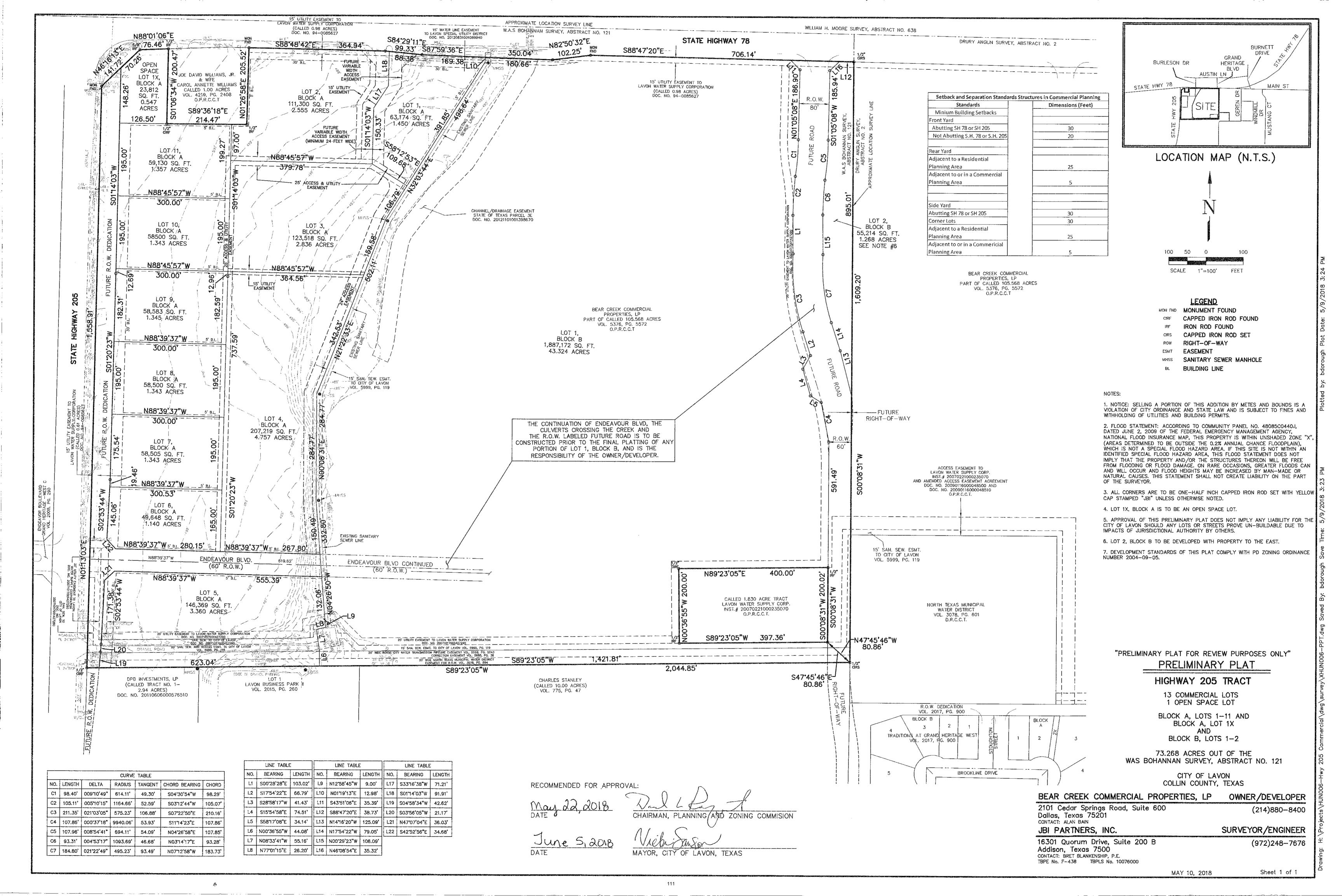






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CITY OF LAVON, TEXAS ORDINANCE NO. 2022-07-02

Amend Zoning Ordinance - Alcohol-related Uses

AN ORDINANCE OF THE CITY OF LAVON, TEXAS AMENDING THE CITY'S ZONING ORDINANCE BY ADDING DEFINITIONS AND STANDARDS FOR ALCOHOL-RELATED USES IN SECTION 9.03.032 AND SECTION 9.03.061; PROVIDING FOR PERMITTED AND CONDITIONAL ALCOHOL-RELATED USES IN THE RETAIL DISTRICT (R) SECTION 9.03.131 (B) AND (C), MAIN STREET DISTRICT (M) SECTION 9.03.132 (B) AND (C), AND BUSINESS PARK DISTRICT (B) SECTION 9.03.133 (C); AMENDING OFF-STREET PARKING AND LOADING REGULATIONS AND ESTABLISHING OFF-STREET PARKING AND LOADING REGULATIONS FOR ALCOHOL-RELATED USES IN SECTION 9.03.173 AND SECTION 9.03.175 RESPECTIVELY, ADDING APPLICATION REQUIREMENTS AND STANDARDS OF REVIEW FOR A CONDITIONAL USE PERMIT FOR ALCOHOL-RELATED USES IN SECTION 9.03.211; PROVIDING SAVINGS, CUMULATIVE REPEALER, AND SEVERABILITY CLAUSES; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon, Texas (the "City") is a Type A general law municipality; and

WHEREAS, at the May 7, 2022 Special Election of the City, the voters of the City passed a proposition for the legal sale of all alcoholic beverages including mixed beverages in the City; and

WHEREAS, Chapter 211 "Municipal Zoning Authority" of the Texas Local Government Code authorizes a city to adopt ordinances regulating the zoning of property within the city and Chapter 109, Subchapter C "Local Regulation of Alcoholic Beverages" of the Texas Alcoholic Beverage Code authorizes a city to adopt ordinances regulating the sale and consumption of alcoholic beverages; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City (the "City Council"), in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested, and the City Council is of the opinion and finds that said changes should be granted and that the Comprehensive Zoning Ordinance should be amended.

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

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT

Article 9.03 "ZONING ORDINANCE" of the City of Lavon Code of Ordinances shall be amended as provided in Exhibit "A" attached hereto and incorporated herein, with additions indicated by underline and deletions by strikethrough, as follows in:

1) Section 9.03.032 "Permitted Use Table" to provide standards for alcohol-related uses;

- 2) Section 9.03.061 "General" to provide definitions and standards for alcohol-related uses;
- 3) Section 9.03.131 "Retail District (R)" to provide for alcohol-related uses in (b) "Permitted Uses", and (c) "Conditional Uses";
- 4) Section 9.03.132 "Main Street District (M)" to provide for alcohol-related uses in (b) "Permitted Uses, and (c) "Conditional Uses";
- 5) Section 9.03.133 "Business Park District (B)" to provide for alcohol-related uses in (c) "Conditional Uses":
- 6) Section 9.03.173 "Off-street Parking Requirements" to amend off-street parking requirements for alcohol-related uses;
- 7) Section 9.03.175 "Off-street Loading Space Requirements" to amend off-street parking and loading requirement regulations for alcohol-related uses; and
- 8) Section 9.03.211 "Conditional Use" to provide for application requirements and standards of review for a conditional use permit for alcohol-related uses.

SECTION 3. SAVINGS

That all rights and remedies of the City are expressly saved as to any and all violations of the provisions of any Ordinances regulating, affecting, or relating to zoning, land use and/or development which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 4. CUMULATIVE REPEALER

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One

Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues.

SECTION 7. PUBLICATION

The City Secretary of the City is hereby directed to publish the Caption, Penalty, and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 8. EFFECTIVE DATE

That this Ordinance shall be in full force and effect from and after its date of passage, in accordance with law, and it is so ordained.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 19th day of July 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS ORDINANCE NO. <u>2022-07-02</u>

EXHIBIT "A"

ARTICLE 9.03 ZONING ORDINANCE

Division 2. Districts and Zoning District Map

Sec. 9.03.032 Permitted use table

The following table presents the zoning district classifications and a summary of the permitted and conditional uses within those classifications. Uses are listed as being permitted (P), permitted by conditional use permit (C), and not permitted (as signified by "--").

If a use is not listed in the zoning ordinance or on the table, the use is prohibited. An applicant may request an amendment to the zoning ordinance to request the addition of an unlisted use.

Figure 9.1.2.2
ZONING USE SUMMARY TABLE

	RESIDENTIAL DISTRICTS				NONRESIDENTIAL & SPECIAL DISTRICTS				
RESIDENTIAL USES	A	SF-1	SF-2	SF-4	R	M	В	PD	
Single family (SF) detached dwelling	Р	Р	Р	Р		Р		Р	
Home based business within a SF dwelling	Р	Р	Р	Þ		Р		Р	
Single family - zero lot line								Р	
Single family attached - townhomes								Р	
Duplex								Р	
Multi-family dwelling						С		С	

Real estate model home		С	С	С	 		Р
Vertically mixed use multifamily residential and retail					 P		
Bed and Breakfast					 С	1	
Manufactured home detached dwelling park	С				 		
Guest house, caretaker or security quarters for SF dwelling	Р	Р			 		
Accessory structure with restrictions	Р	P	Р	Р	 		
SF parking garage	P	Р	Р	Р	 		
SF swimming pool	Р	Р	Р	P	 		Р
SF hobby shed	P	Р	Р	Р	 		
SF tennis court	P	Р	Р	Ρ	 		Р

	RESIDENTIAL DISTRICTS				NONRESIDENTIAL & SPECIAL DISTRICTS			
RETAIL, COMMERCIAL, PERSONAL SERVICE USES	A	SF-1	SF-2	SF-4	R	М	В	PD
Alcohol: mixed beverage sales (on- premises consumption) ¹	<u></u>	<u></u>	==	==	<u>P1</u>	<u>P1</u>	<u>P1</u>	<u>P¹</u>
Alcohol: wine and malt beverage sales (on-premises consumption) 1	==	==	==	==	<u>P1</u>	<u>P1</u>	<u>p</u> 1	<u>P</u> 1
Alcohol: mixed beverage package store (on- and/or off-premises consumption)	=	=	==	=	<u>C¹</u>	1	Ξ	<u>C</u> 1
Alcohol: wine and malt beverage package store (on- and/or off-premises consumption)	=	=	=	=	<u>C¹</u>	==	=	<u>C¹</u>
Amusement establishment					С	С		P
Animal boarding, kennel or shelter	С							Р

Automobile fueling station					С			Р
Automobile service establishment					C		Р	Р
Bakery/confectionery retail establishment					C	С	-	С
Building material sales					C			Р
Business service and sales			1		Р	Р		Р
Carwash			-		С	-		Р
Cash and retail lending service establishment			1		С			С
Commercial greenhouse or nursery	С		1	1		1	1	
Commercial stable	С	С	ł	1	•	1	-	
Dry-cleaning retail establishment			1	1	C	O		Р
Establishments > 75% revenue from alcohol sales			ł	1	Φ	1	1	e
Exercise and sports establishment					C	С		P
Financial institution			-		Р	Ρ		Р
Home and residence services					Р	Р		Р
Hotel					C			Р
Insurance			-		Р	Р		Р
Medical and state licensed health services					Р	Р		Р
Merchandise rental			1		С			Р
Nursery, garden, landscape material sales					С			Р
Outdoor or drive-thru sales or service					С	С		Р
Personal services					Р	Р		Р
Pet grooming and care services					С	С		С

				Р	Ρ		Ф
		;		С			С
				Р	Р		Р
C	ł	1	-			-	
	-	1	1	Р	Р		Р
			1	Р	Р		Ð
			-	Р	Р		P
	1		-	С			Р
				O	-		С
				O			С
				P	Р	•	Р
			-1	С	С		С
					-1		Р
							Р
					Р		
С				O	O		Р
	 C				C P C P P P C C C C C C C C C C C	C P P C P P P P P P	C

	RESID	RESIDENTIAL DISTRICTS					NONRESIDENTIAL & SPECIAL DISTRICTS			
INSTITUTIONAL & CIVIC USES	A SF-1 SF-2 SF-4				R	M	В	PD		
Cemetery or mausoleum	Р	Р	Р							
Church or place of worship	Р	Р	Р	Р	С	С		Р		
Community recreational use		С	С	С						
Community swimming pool		С	С	С				Р		

Country club		C	C	C				Р
Day care and educational facility - privately-owned	С	O	O	O	Р	Р	1	P
Educational facility - public	Ρ	Ρ	Ρ	Р				Р
Federal, state or city owned or controlled facilities	Р	P	P	P	Œ.	Ф	Р	Р
Franchise-holding facilities and utilities	С	С	С	C	-			Р
Golf course		С	С	С				P
Municipal uses	Р	Р	Р	Р	Р	Р	Р	Р
Nursing home or assisted living facility								Р
Open Space Preserves	Р	Р	Р	Р	Р			Р
Public parks and playgrounds		Р	Р	Р	Р		Р	Р
Public recreational facilities		Р	Р	Р	Р			Р
Wind energy, utility or telecommunication tower								Р

	RESIDENTIAL DISTRICTS				NONRESIDENTIAL & SPECIAL DISTRICTS			
AGRICULTURAL USES	Α	SF-1	SF-2	SF-4	R	М	В	PD
Animal husbandry, livestock	Р	Р						77
Crop cultivation, forestry, farming	Р	Р						
Dairy farm	Р							
Wholesale plant nursery	Р							
Horse stables, riding academies and equestrian boarding	P,	С						

	RESIDENTIAL DISTRICTS				NONRESIDENTIAL & SPECIAL DISTRICTS				
INDUSTRIAL USES	Α	SF-1	SF-2	SF-4	R	M	В	PD	
Alcohol: brewpub (on- and/or off- premises consumption) ¹	==	==	11	:	<u>C¹</u>	1	<u>ົ</u>	<u>C</u> 1	
Alcohol: manufacturing and distribution (on- and/or off-premises consumption)	=	==	1			1	<u>C</u> 1	<u>C¹</u>	
Auto, tool or equipment rental								Ρ	
Commercial cleaning or laundry plant								Р	
Data center and software design								Р	
Information assembly, broadcasting, carriers							Р		
Information data processing							Р	Р	
Information distribution, publication, production							P		
Information telecommunication, sellers							Р		
Machinery, heavy equipment, truck sales and service								Р	

Manufacturing - appliance, instrument, controller					 	Р	
Manufacturing - device, parts, vehicle					 	Р	
Manufacturing - die, tooling, equipment, machinery					 -	Р	Р
Materials bending, cutting, machining, molding, welding					 1	Р	Р
Medical or scientific laboratory				-	 Į	-1	Р
Open storage and open processing operations	 				 	O	.
Outside sales and storage					 	1	Р
Packaging of parts and materials prev manufactured					 	Р	Þ
Parts assembly, materials sorting prev manufactured					 	P	P
Professional, scientific and technical services					 	Р	Р
Storage of flammable liquids and materials					 	С	
Temporary concrete batch plant		С	С	С	 		Р
Trade contractor office and dispatch		_			 		Р
Truck repairs and service					 	Р	
Warehousing and distribution facilities					 	Р	Р
Wholesale enterprises w/o materials storage and distrib					 	Р	

1. Selling, storing, dispensing, or otherwise handling of alcoholic beverages for on-premises consumption shall be incidental and secondary to a use on the same premises (ex. hotel, restaurant, winery, etc.), which shall be construed to mean that at least 40 percent of the gross receipts of such business shall be from non-alcohol, food sales, or off-premises

consumption. Alcohol-related uses shall meet all requirements for distance as specified in Division 10 (Use Regulations).

The table does not supersede the zoning ordinance. There may be restrictions for permitted and conditional uses.

For uses listed in the PD District, consult property-specific PD ordinances.

Uses not identified as permitted or conditional are prohibited.

(Ordinance 2018-03-02, sec. 9.1.2.2, adopted 3/20/18)

(g) Before the fifteenth (15th) day before the date of the hearing, notice of the time and place of the public hearing shall be published in an official newspaper or a newspaper of general circulation in the city.

Division 3. Definitions

Sec. 9.03.061 General

Alcohol: brewpub (on- and/or off-premises consumption). A business to brew, bottle, can, package, and/or label malt beverages with potential sale of the malt beverages it produces to ultimate consumers at the business for on- or off-premise consumption.

Alcohol: manufacturing and distribution (on- and/or off-premises consumption). A business relating to the manufacturing and/or distribution of alcohol beverages, also including storing, importing, transferring, selling, and/or distributing of malt beverages, wine, and/or distilled spirits for on- and/or off-premises consumption.

Alcohol: mixed beverage package store/retailer (on- and/or off-premises consumption). A business selling distilled spirits, wine, and/or malt beverages to consumers for on- and/or off-premises consumption, including the possible transportation of its inventory between its other licensed locations within the same county, transportation/delivery of alcoholic beverage orders to its end-consumer customers, conducting product tastings on the package store premises, and/or other related sales activity.

Alcohol: mixed beverage sales (on-premises consumption). A business including the incidental or secondary sale of malt beverages, wine, and/or distilled spirits for on-

premises consumption.

Alcohol: wine and malt beverage package store/retailer (on- and/or off-premises consumption). A business selling wine and/or malt beverages (no distilled spirits) to consumers for on- and/or off-premises consumption, including the possible transportation of its inventory between its other licensed locations within the same county, transportation/delivery of alcoholic beverage orders to its end-consumer customers, conducting product tastings on the package store premises, and/or other related sales activity.

Alcohol: wine and malt beverage sales (on-premises consumption). A business including the incidental or secondary sale of malt beverages and/or wine (no distilled spirits) for on-premises consumption.

Distilled spirits. A liquor or similar alcoholic beverage distilled from grains, fruits, or other fermentable ingredients. Much stronger than beer and wine, distilled spirits (ex. brandy, gin, rum, tequila, whiskey, vodka, bourbon, etc.) and various flavored liqueurs.

Division 6. Regulations Applicable to Mixed Use and Nonresidential Districts

Sec. 9.03.131 Retail district (R)

- (b) <u>Permitted uses</u>. The following are permitted when such use is conducted entirely within the interior of a building. A permitted use does not include a use when it is identified as a conditional use herein.
 - (1) Business, professional and technical service and sales
 - (2) Financial institution, insurance, real estate
 - (3) Medical, pharmacy and state licensed health services
 - (4) Personal service, and service for home and residence
 - (5) Privately owned educational and day care facility
 - (6) Retail sales in individual buildings or in planned centers of retail users
 - (7) Restaurant

- (8) Federal, state or local governmental use
- (9) Alcohol: mixed beverage sales (on-premises consumption)*
- (10) Alcohol: wine and malt beverage sales (on-premises consumption)*

* Selling, storing, dispensing, or otherwise handling of alcoholic beverages for onpremises consumption shall be incidental and secondary to a use on the same premises (ex. hotel, restaurant, winery, etc.), which shall be construed to mean that at least 40 percent of the gross receipts of such business shall be from non-alcohol, food sales, or off-premises consumption. Alcohol-related uses shall meet all requirements for distance as specified in Division 10 (Use Regulations).

(c) Conditional uses.

- (1) Automobile fueling and gasoline filling station
- (2) Automobile service establishment
- (3) Car wash
- (4) Outdoor, drive-in or drive-through sales or service activity
- (5) Amusement, theater, exercise and sports establishment
- (6) Bakery/confectionery retail establishment
- (7) Building materials sales
- (8) Church or place of worship at free standing or individual sites
- (9) Dry-cleaning retail establishments with no processing on site
- (10) Hotel
- (11) Landscaping material sales
- (12) Merchandise rental
- (13) Pet grooming and care services
- (14) Veterinarian services
- (15) Vapor smoking services
- (16) Retail storage service facilities
- (17) Establishments that derive more than seventy-five (75) percent of its

revenue from the sale of alcoholic beverages

- (4817) Private clubs and organizations (indoor)
- (4918) Second hand/used goods/pawn shop provided the lot on which a similar establishment is located is more than one thousand (1,000) feet from the location of the proposed use; the one thousand (1,000) foot distance shall be measured between the lots and along the public street
- (2019) Cash and retail lending service establishment provided the lot on which a similar establishment is located is more than one thousand (1,000) feet from the location of the proposed use; the one thousand (1,000) foot distance shall be measured between the lots and along the public street
- (2120) Tattoo service and similar body artwork establishment provided the lot on which a similar establishment is located is more than one thousand (1,000) feet from the location of the proposed use; the one thousand (1,000) foot distance shall be measured between the lots and along the public street
- (21) Alcohol: mixed beverage package store (on- and/or off-premises consumption)*
- (22) Alcohol: wine and malt beverage package store (on- and/or off-premises consumption)*
- (23) Alcohol: brewpub (on- and/or off-premises consumption)*
- * Selling, storing, dispensing, or otherwise handling of alcoholic beverages for onpremises consumption shall be incidental and secondary to a use on the same
 premises (ex. hotel, restaurant, winery, etc.), which shall be construed to mean that
 at least 40 percent of the gross receipts of such business shall be from non-alcohol,
 food sales, or off-premises consumption. Alcohol-related uses shall meet all
 requirements for distance as specified in Division 10 (Use Regulations).

Sec. 9.03.132 Main street district (M)

(b) <u>Permitted uses</u>. The following are permitted when such use is conducted entirely within the interior of a building, except when identified as conditional use herein.

- Business, professional and technical service and sales
- (2) Financial institution, insurance, real estate
- (3) Medical, pharmacy and state licensed health services
- (4) Personal service and services for home and residence
- (5) Day care for child and adult and educational services
- (6) Retail sales as individual enterprises within individual and separate structures
- (7) Planned centers of more than one individual retail uses
- (8) Restaurant
- (9) Single family detached dwelling
- (10) Townhouse
- (11) Home based business within single family detached dwelling
- (12) Federal, state or local governmental use
- (13) Vertically mixed use retail and multi-family residential
- (14) Alcohol: mixed beverage sales (on-premises consumption)*
- (15) Alcohol: wine and malt beverage sales (on-premises consumption)*
- * Selling, storing, dispensing, or otherwise handling of alcoholic beverages for onpremises consumption shall be incidental and secondary to a use on the same premises (ex. hotel, restaurant, winery, etc.), which shall be construed to mean that at least 40 percent of the gross receipts of such business shall be from non-alcohol, food sales, or off-premises consumption. Alcohol-related uses shall meet all requirements for distance as specified in Division 10 (Use Regulations).

Sec. 9.03.133 Business park district (B)

(c) <u>Conditional uses</u>. Conditional uses include the following uses when such uses are conducted entirely within the interior of a building. Equipment necessary to the manufacturing process outside of the building shall be screened from the public street and adjoining property. Building shall be minimum of fifteen thousand (15,000) square feet.

(1) Manufacturing processes that bake, blend, coat, dip, draw, distill, extract, extrude, heat, mill, refine, reclaim, recycle, roll and any process not identified, provided any such process is conducted entirely within a building and provided no emission or contaminants shall leave the property. Such process shall meet all permitting requirements of the U.S. Environmental Protection Agency, Texas Commission [on] Environmental Quality and similar regulating federal and state agencies. Waste handling, disposal and pretreatment studies and certifications shall be required for all products, by-products and waste materials produced.

The emission of particulate matter from all sources shall not exceed the level specified by the Texas Commission on Environmental Quality or regulations specified by the Texas Department of Health. Proof that emissions comply with applicable permitting requirements shall be provided to city.

- (2) Storage of all flammable liquids and materials.
- (3) Open storage and open processing operations, including on-site sand and gravel processing and storage, sand blasting or similar uses provided said particulate matter shall not leave the property nor be transported across the boundary property line of the tract on which the use is located.
- (4) Alcohol: manufacturing and distribution (on- and/or off-premises consumption).*

*Selling, storing, dispensing, or otherwise handling of alcoholic beverages for on-premises consumption shall be incidental and secondary to a use on the same premises (ex. hotel, restaurant, winery, etc.), which shall be construed to mean that at least 40 percent of the gross receipts of such business shall be from non-alcohol, food sales, or off-premises consumption. Alcohol-related uses shall meet all requirements for distance as specified in Division 10 (Use Regulations).

Division 8. Off-Street Parking and Loading Regulations

Sec. 9.03.173 Off-street parking requirements

(a) In all zoning districts, off-street parking, also known as on-site parking, shall be provided for each of the uses identified herein-below at the ratios specified herein at the time any building or structure is (a) erected or (b) structurally altered, or at such other time when the use of an existing building is changed, except as otherwise specified by this chapter. The ratios specified herein shall be considered the minimum number of on-site vehicle parking spaces required by the city and these minimum ratios are not intended to be reflective of current market or industry trends.

(b) Parking requirements:

Alcohol: brewpub (on- and/or off-premises consumption) - one (1) parking space for every two hundred (200) square feet of retail or event area for businesses including on-premises consumption, plus one (1) parking space per employee on the largest shift.

Alcohol: manufacturing and distribution (on- and/or off-premises consumption) - one (1) parking space for every two hundred (200) square feet of retail or event area for businesses including on-premises consumption, plus one (1) parking space per employee on the largest shift. Businesses within this use without on-premises consumption, one (1) parking space per employee and one (1) space for each five hundred (500) square feet of showroom space.

Alcohol: mixed beverage package store/retailer (on- and/or off-premises consumption) - one (1) parking space for every two hundred (200) square feet of building floor area.

Alcohol: mixed beverage sales (on-premises consumption) - one (1) parking space for every two hundred (200) square feet of building floor area.

Alcohol: wine and malt beverage package store/retailer (on- and/or off-premises consumption) - one (1) parking space for every two hundred (200) square feet of building floor area.

Alcohol: wine and malt beverage sales (on-premises consumption) - one (1) parking space for every two hundred (200) square feet of building floor area.

(a)—Auditorium or similar gathering assembly - one (1) parking space for every four (4) seats.

- (b)—Bank or Financial Institution one (1) parking space for every three hundred (300) square feet of floor area.
- ce)—Cemetery or mausoleum cemetery parking requirement at a rate of 2.5 percent of the cemetery site dedicated to off street parking. For a cemetery gathering building, room or public structure the parking requirement shall be a minimum of one (1) parking space for each 300 (three hundred) square feet of building or structure space. The interior roadways (non-public streets and roadways) of the cemetery may act to meet the cemetery parking requirement except for the building parking space requirement which shall be at a rate of 300 per square feet.
- (d)—Church one (1) parking space for every three hundred (300) square feet of floor area, except that for assembly areas one (1) space shall be provided for every four (4) seats in an assembly area.
- (e) Civic center one (1) parking space for every three hundred (300) square feet of floor area, except that for assembly areas one (1) space shall be provided for every four (4) seats in an assembly area.
- (f)—Educational facility one (1) parking space per each employee plus one (1) parking space for every four (4) classrooms for elementary levels, plus one (1) parking space for every four (4) students for secondary and higher levels of education.
- (g) General office one (1) parking space for every three hundred (300) square feet of floor space.
- (h) Group home four (4) parking spaces.
- (i)—Home based bed and breakfast business one (1) parking space for each sleeping room.
- (j)—Hospital or medical/health care facility one (1) parking [space] for every two (2) patient beds plus one (1) parking space for every one and one-half (1-1/2) employees.
- (k)—Hotels and motels: one (1) parking space for each sleeping room plus one (1) parking space for every three hundred (300) square feet of meeting or commercial assembly floor area.

- (I) Library one (1) parking space for every four hundred (400) square feet of floor area.
- (m) Manufacturer home park development two (2) parking spaces per single residential unit and one (1) community parking space within a community parking area for every two (2) residential units.
- (n) Manufacturing and assembly one and one half (1-1/2) parking spaces for every one (1) employee for businesses with two (2) or more work shifts, one (1) parking space per employee for businesses with one (1) work shift.
- (o) Medical office or clinic one (1) parking space for every two hundred (200) square feet of floor area.

(p) Multifamily dwellings.

- (1) One (1) parking space for each dwelling unit have two (2) or fewer bedrooms.
- (2) Two (2) parking spaces for each dwelling unit have more than two (2) bedrooms.
- (3) One (1) guest parking for every five (5) dwelling units.
- (4) Recreational vehicle and utility vehicle storage area of one (1) space for every five (5) dwelling units.
- (q)—Personal services including spas, beauty and barber shops, one (1) parking space for every two hundred (200) square feet of floor area.
- (r) Recreational, amusement, health club, country clubs, and similar membership uses public or private:
 - (1) One (1) parking space for every two hundred (200) square feet of building floor area.
 - (2) Two (2) parking spaces for every outside or inside game court.
 - (3) One (1) parking space for each four (4) seats of outdoor assembly bleachers or indoor seating.
 - (4) Seventy (70) spaces for every playing field used for league play.
 - (5) Two (2) parking spaces for every golf course green or driving range tee.

- (6) Five (5) parking spaces for every bowling alley.
- (s)—Retail sales uses, including general merchandise and/or grocery store one (1) parking space for every two hundred and fifty (250) square feet of building floor area.
- (t)—Restaurants one (1) parking space for every three (3) seats with a minimum of eight (8) parking spaces provided and one and one-half (1-1/2) parking spaces per employee.
- (u)—Service providers to the general public other than listed in this division one (1) parking space for every three hundred (300) square feet of building floor area.
- (v)—Single dwelling unit including a manufactured home two (2) covered parking spaces for each dwelling unit located behind the front yard building line and not within the side yard.
- (w) Warehousing/distribution center one (1) parking space per each employee on one (1) shift and one and one half (1-1/2) parking spaces per employee for two (2) or more work shifts.
 - (1) Mini-warehouses, self-storage one (1) parking space per employee and one (1) parking space for each three hundred (300) square feet of office and showroom space.
 - (2) Retail showroom/warehouse one (1) parking space per employee and one (1) space for each five hundred (500) square feet of showroom space.
- (x) Unclassified use for uses not included above, one (1) parking space for each three hundred (300) square feet of floor area.
- (c) Rules for computing number of parking spaces. In computing the number of parking spaces required for each of the above uses the following rules shall govern:
 - (1) The term "floor area" means the gross floor area of the specific use.
 - (2) Where fractional spaces result, the parking spaces required shall be constructed to be the next higher whole number.
 - (3) Whenever a building or use is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise, to create a need for an increase in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change.

Whenever any building is enlarged to the extent of 50 percent or more in floor area or in the area used, said building or use shall then and thereafter comply with the parking requirements set forth herein.

- (4) In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.
- (5) In the case of potential conflicts between parking requirements in computation of requirements, the requirement resulting in the most required spaces shall apply.

Sec. 9.03.175 Off-street loading space requirements

- (a) For alcohol-related uses:
 - (1) A minimum of one striped off-street loading space, not conflicting with fire lanes, drive aisles, or off-street parking, shall be required for alcohol-related uses as follows:
 - a. Alcohol: manufacturing and distribution without on-premises
 consumption 12 feet by 60 feet
 - b. All other Alcohol-related uses 12 feet by 35 feet.
 - (2) Distance from property lines shall be as follows:
 - a. Any loading dock or structure and its associated loading spaces shall be:
 - 1. Set back a minimum distance of 200 feet from any adjacent residential use or zoning district; and
 - 2. Set back a minimum distance of 75 feet from any public street or front property line; and
 - Oriented away from the street frontage.
 - b. Any loading spaces not associated with a loading dock or structure shall be set back a minimum distance of 50 feet from any adjacent residential use or zoning district, and there shall be no minimum setback if the subject property abuts a non-residential use or lot line.

- c. In instances where a property has more than one street frontage, the bay doors shall be oriented away from the street frontage with the greatest width. If the streets are the same width, then the bay doors shall be oriented away from the property's front lot line.
- (3) Loading docks which customarily receives goods between the hours of 9:00 p.m. and 8:00 a.m. and are adjacent to a residential use or districts shall be designed and constructed to enclose the loading operation on three sides to reduce noise, with the open end directed away from residential property.

Division 10. Use Regulations

Sec. 9.03.211 Conditional use

- (d) A conditional use permit shall be required as stated in Division 2 (Districts and Zoning District Map) for each place of business for alcohol-related uses, regardless of property adjacency and/or ownership. Each conditional use permit for alcohol-related uses shall provide a clear location map and an exhibit with proposed physical features relating to the business.
- (de) <u>Conditional use permit application</u>. An application for a conditional use permit shall be submitted to the planning and zoning commission and shall include the following:
 - (1) A written description of the proposed use.
 - (2) A plan showing the location of the proposed use on the site.
 - (3) For alcohol-related uses, a statement describing the proximity to other similar alcohol-related uses and associated strategy and/or justification.
 - (34) Any additional information required by the zoning administrator.
- (ef) Review by the planning and zoning commission and the city council of a conditional use permit application.
 - (1) The planning and zoning commission shall hold a public hearing after proper advertisement and make a recommendation to the city council.
 - (2) The city council shall hold a public hearing and approve, approve with conditions, or deny the conditional use permit based on the review criteria

below[.]

(fg) <u>Conditional use permit review criteria</u>. In evaluating a conditional use permit application, the planning and zoning commission and the city council shall consider whether the proposed use:

(1) For alcohol-related uses:

- a. Mitigates all potential parking, noise, lighting, and outdoor event/entertainment space from existing and future neighboring uses;
- b. Provides refined and high-quality design and theming of the exterior of the property and building that contributes to a family friendly, sophisticated, and lake-oriented city character (to include building materials, signage, architecture, lighting, colors, landscaping, and other features); —
- c. Positively blends into location along street corridor and/or area with compatible and tasteful siting, form, and -features; and
- d. Proximity to other similar alcohol-related uses (to prevent over-saturation of similar alcohol-related uses in one particular area, a certain corridor, or the city overall without associated strategy and/or justification).
- (2) Compliments or is compatible with the surrounding uses and community facilities;
- (23) Contributes to, enhances, or promotes the welfare of the area of request and adjacent properties;
- (34) Is not detrimental to the public health, safety, or general welfare;
- (45) Conforms in all other respects to all applicable zoning regulations and standards; and
- (56) Is in conformance with the comprehensive plan.
- (gh) Additional conditions on a conditional use permit.
 - (1) As a condition of approval, the planning and zoning commission and city council may impose reasonable conditions upon the conditional use permit consistent with the comprehensive plan, other stated development goals and

objectives of the city and the requirements of other city regulations.

(2) Such conditions may include, but are not limited to the location, health, safety, arrangement, operation, duration, traffic, parking, and type and manner of construction of any use for which a conditional use permit is requested.

(hi) Effect of conditional use permit.

- (1) The granting of a conditional use permit has no effect on the uses permitted by right and does not waive the regulations of the underlying zoning district.
- (2) A conditional use permit runs with the land; therefore, a new owner is not required to reapply for a conditional use permit unless a time limit that has been established terminates.

(ij) Conditional use permit and the zoning map.

- (1) When the city council authorizes granting of a conditional use permit, the zoning map shall be amended according to its legend to indicate that the affected area has conditional and limited uses.
- (2) The amendment is to indicate the appropriate zoning district for the approved use and shall be suffixed by a "C" designation.



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

Notice is hereby given that the **Planning and Zoning Commission** will hold a public hearing at the meeting starting at 7:00 PM, Tuesday, **February 28, 2023** at Lavon City Hall, 120 School Rd. Further notice is given that a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting starting at 7:00 PM, Tuesday, **March 7, 2023** at Lavon City Hall. At such times and place, the Commission and the Council will hear and take action on:

Request: Consider an amendment of the Grand Heritage Planned Development (PD) District regulations established by Ordinance No. 2004-09-05, in Section 3.2.4 "Uses in Commercial Planning Areas", and other related sections, to amend the permitted uses, conditional uses, off-street parking requirements, and off-street loading requirements relating to alcohol-related restrictions as adopted in Ordinance No. 2022-07-02, to apply to certain portions of the property described in Ordinance No. 2004-09-05.

<u>Property Description</u>: Approximately 1.5 acres, part of a 7.1412-acre tract out of the W.A.S. Bohannan Survey, Abstract 121, Tract 10, southwest of the intersection of SH 78 and Burleson, Lavon, Collin County, TX (CCAD Property ID 2614673)

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

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

Optional: The following may be filled out and returned to Lavon City Hall <u>before</u> the hearing date.									
Check one:	<u>vor</u> of the request.	☐ I am <u>opposed</u> to the request.							
Reasons: (attach separate s	sheet(s) as needed)								
Signature:									
Name (printed): «name»									
Address:									
Phone:	_Email Address:								
You may return this form to:	City of Lavon P.O. Box 340 Lavon, Texas 75166	or via email to: CityHall@cityof lavon.org							

«Legal_Desc» «Property Address»

Name	Street	City	State Zip	
Spirit Master Funding X	925 S SH 78	Lavon	TX	75166
Victory Shops at Lavon	905 S SH 78	Lavon	TX	75166
Valley Bell	891 S SH 78	Lavon	TX	75166
O'Reilly Auto Parts	890 SH 78	Lavon	TX	75166
Bear Creek Commercial Properties LP	SH 78	Lavon	TX	75166
Bear Creek Commercial Properties LP	SH 78	Lavon	TX	75166
L & D Automotive	940 S. SH 78	Lavon	TX	75166
Bear Creek Commercial Properties LP	990 S SH 78	Lavon	TX	75166

CITY OF LAVON, TEXAS

ORDINANCE NO. 2023-03-02

Amend Grand Heritage PD Regulations relating to Alcohol Uses on 1.24 acres

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS. AMENDING THE GRAND HERITAGE PLANNED DEVELOPMENT (PD) DISTRICT REGULATIONS ESTABLISHED BY ORDINANCE NO. 2004-09-05, IN SECTION 3.2.4 "USES IN COMMERCIAL PLANNING AREAS", AND OTHER RELATED SECTIONS, TO AMEND THE PERMITTED USES, CONDITIONAL USES, OFF-STREET PARKING REQUIREMENTS, AND OFF-STREET LOADING REQUIREMENTS RELATING TO ALCOHOL-RELATED RESTRICTIONS AS ADOPTED IN ORDINANCE NO. 2022-07-02, TO APPLY TO CERTAIN PORTIONS OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2004-09-05, CONSISTING OF 1.24 ACRES; PROVIDING A PENALTY CLAUSE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING SAVINGS, **SEVERABILITY** REPEALING AND **CLAUSES**; **PROVING** PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, Chapter 211 "Municipal Zoning Authority" of the Texas Local Government Code authorizes a city to adopt ordinances regulating the zoning of property within the City; and

WHEREAS, the City Council of the City (the "<u>City Council</u>") adopted Ordinance No. <u>2004-09-05</u>, which set forth various regulations for the Grand Heritage Planned Development District; and

WHEREAS, the City Council desires to amend the Zoning Ordinance to apply the provisions of Ordinance No. <u>2022-07-02</u> to the property described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendment to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the recommendation of the Planning and Zoning Commission, and among other things, the necessity for orderly and appropriate regulations of the use of land and the erection of structures thereon, and having considered the proposed amendment to the Zoning Ordinance and the appropriateness of the amendment, the City Council does hereby find that the amendment to the Zoning Ordinance approved hereby accomplishes such objectives.

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

Page 1 of 4

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. FINDINGS. After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety, and welfare of its citizens.

SECTION 3. AMENDMENT.

The Grand Heritage Planned Development (PD) District regulations established by Ordinance No. <u>2004-09-05</u>, in Section 3.2.4 "Uses in Commercial Planning Areas", and other related sections is hereby approved to amend the permitted uses, conditional uses, off-street parking requirements, and off-street loading requirements relating to alcohol-related restrictions as adopted in Ordinance No. <u>2022-07-02</u>, to apply to certain portions of the property described in Ordinance No. <u>2004-09-05</u>, consisting of 1.24 acres described in Exhibit "A" attached hereto and incorporated herein.

SECTION 4: SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect. This Ordinance shall not repeal, alter, or amend, or be interpreted as conflicting with any ordinance having created a planned development district prior to this Ordinance.

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

SECTION 6: PENALTY. Any person, firm, corporation, or entity violating this Ordinance or any provision of the City's Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 8. OPEN MEETING. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

DULY PASSED AND APPROVED by this the 7 th day of March 2023.	the City Council of the City of Lavon, Collin County, Texas, or
	Vicki Sanson, Mayor
ATTEST:	
Rae Norton, City Secretary	

ORDINANCE NO. 2023-03-02

EXHIBIT A

BEING 1.24 ACRES out of Tract 1 in Deed to Bear Creek Commercial Properties, LP, as recorded in Volume 5446, Page 3422, Real Property Records, Collin County, Texas; said Tract 1 more particularly described as follows:

BEING A 3.005 ACRE TRACT OF LAND SITUATED IN THE W.S. BOHANNON SURVEY, ABSTRACT NO. 121, COLLIN COUNTY. TEXAS IN THE CITY OF LAVON AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO ROBERT BROWN McGAUGHEY, RECORDED IN VOLUME 211, PAGE 215 OF THE DEED RECORDS OF COLLIN COUNTY. TEXAS (D.R.C.C.T.) BASIS OF BEARINGS FOR THIS SURVEY IS GEODETIC NORTH. SAID 3.005 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS' SET FOR THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BEAR CREEK COMMERCIAL PROPERTIES, UP., A TEXAS LIMITED PARTNERSHIP RECORDED IN VOLUME 5376. PAGE 005574, D.R.C.C.T. AND THE COMMON NORTH LINE OF SAID McGAUGHEY TRACT SAID POINT ALSO BEING IN THE SOUTH R.O.W. LINE OF STATE HIGHWAY NO. 78 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 01'28'04" W. ALONG THE WEST LINE OF SAID BEAR CREEK COMMERCIAL TRACT A DISTANCE OF 413.49 FEET TO A 5/6" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS' SET TOR AN INTERIOR ELL CORNER OF SAID BEAR CREEK COMMERCIAL TRACT;

THENCE N 89'33'54" W. ALONG A NORTH LINE OF SAID BEAR CREEK COMMERCIAL TRACT A DISTANCE OF 315.02 FEET TO A 1/2' IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO HWY. NO. 205/76, L.P. RECORDED IN COUNTY CLERKS FILE NO. 2000-0103656, D.R.C.C.T.:

THENCE. N 01'26'04" E. ALONG THE EAST LINE OF SAID HWY. 20S/78. L.P., TRACT A DISTANCE OF 417.76 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID HWY. HO. 205/78. L.P. TRACT IN THE NORTH UNE OF SAID McGAUGHEY TRACT AND THE COMMON SOUTH R.O.W. LINE OF SAID STATE HIGHWAY NO. 78:

THENCE. S 88'47'20* E. ALONG THE SAID COMMON LINE A DISTANCE OF 315.00 FEET FOR THE POINT OF BEGINNING. AND CONTAINING 3.005 ACRES OF LAND.

SAVE & EXCEPT any portion of property described in Agreed Judgment in Condemnation Proceedings in Cause No. 0032912012, Collin County Court At Law No. 3, a certified copy being recorded in Clerk's No. 20121101001398670, Real Property Records, Collin County, Texas.



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - C</u>

Item:

Public hearing, discussion, and action regarding an amendment of Chapter 9 "Planning and Development Regulations", Article 9.03 "Zoning Ordinance" of the Code of Ordinances of the City of Lavon, to amend the City's zoning regulations regarding smoke, tobacco, vape, and CBD shops within the City by amending Division 2 "Districts and Zoning District Map", Section 9.03.032 "Permitted Use Table", Division 3 "Definitions", Section 9.03.061 "General", and Division 4 "Regulations Applicable to All Districts."

- 1) Presentation of proposed amendment.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
- 3) Discussion and action regarding the proposed amendment and accompanying Ordinance No. <u>2023-03-03</u>.

Background:

Since 2021, the number of inquiries regarding the operation of and location of vape and related stores has been increasing. The guidance provided in the existing zoning regulations does not address current market parameters.

The proposed amendment is intended to address, clarify, define, and expand the zoning regulations relating to smoking, tobacco, vape, and CBD establishments.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF AN AMENDMENT OF CHAPTER 9 "PLANNING AND DEVELOPMENT REGULATIONS", ARTICLE 9.03 "ZONING ORDINANCE" OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, TO AMEND THE CITY'S ZONING REGULATIONS REGARDING SMOKE, TOBACCO, VAPE, AND CBD SHOPS WITHIN THE CITY BY AMENDING DIVISION 2 "DISTRICTS AND ZONING DISTRICT MAP", SECTION 9.03.032 "PERMITTED USE TABLE", DIVISION 3 "DEFINITIONS", SECTION 9.03.061 "GENERAL", AND DIVISION 4 "REGULATIONS APPLICABLE TO ALL DISTRICTS."

MOTION MADE: JACOBS SECONDED: NABORS RECUSED: TIEGS

APPROVED: 4-0 (Cox, Nabors, Rosenquist, Jacobs)

Staff Notes:

The proposed amendment is textual and is not changing the zoning classification of a particular property. As such, the required notice is satisfied by publication in the newspaper and posting on the city website, both of which were timely provided.

Approval is recommended.

Attachment: Proposed Ordinance No. 2023-03-03

CITY OF LAVON, TEXAS

ORDINANCE NO. 2023-03-03

Zoning - Smoke, Tobacco, Vape, CBD Store Regulations

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AMENDING CHAPTER 9 "PLANNING AND DEVELOPMENT REGULATIONS", ARTICLE 9.03 "ZONING ORDINANCE" OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, TO AMEND THE CITY'S ZONING REGULATIONS REGARDING SMOKE, TOBACCO, VAPE, AND CBD SHOPS WITHIN THE CITY BY AMENDING DIVISION 3 "DEFINITIONS", SECTION 9.03.061 "GENERAL"; DIVISION 2 "DISTRICTS AND ZONING DISTRICT MAP", SECTION 9.03.032 "PERMITTED USE TABLE"; AND DIVISION 4 "REGULATIONS APPLICABLE TO ALL DISTRICTS" BY ADDING SECTION 9.03.091 "SMOKE/TOBACCO/CBD STORES"; **PROVIDING** A PENALTY CLAUSE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, Chapter 211 "Municipal Zoning Authority" of the Texas Local Government Code authorizes a city to adopt ordinances regulating the zoning of property within the City; and

WHEREAS, the City Council of the City (the "<u>City Council</u>") adopted Article 9.03 of its Code of Ordinances, the same being the comprehensive Zoning Ordinance of the City (the "Zoning Ordinance"), which sets forth various regulations for land use; and

WHEREAS, the City Council desires to amend the Zoning Ordinance to provide for regulations for smoke, tobacco, and CBD shops; and

WHEREAS, the regulation of smoke/tobacco/CBD stores is necessary and in the interests of the public health, safety, and general welfare because there is the substantial likelihood of the establishment and operation of smoke/tobacco/CBD stores in the City of Lavon; and

WHEREAS, the expansion of these stores in the city could result in undesirable impacts to the community; and

WHEREAS, among these impacts are increased potential for tobacco sales to minors, greater opportunity for the sale of illegal drug paraphernalia that is marketed as tobacco paraphernalia, and heightened risk of negative aesthetic impacts, blight, and loss of property values of residential neighborhoods and businesses in close proximity to such uses; and

WHEREAS, this Ordinance contains regulations consistent with good zoning and planning practices to address such negative impacts of smoke, tobacco, and CBD stores while providing a reasonable number of locations and zones for such shops/stores to locate within the City of Lavon; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendment to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the recommendation of the Planning and Zoning Commission, and among other things, the necessity for orderly and appropriate regulations of the use of land and the erection of structures thereon, and having considered the proposed amendment to the Zoning Ordinance and the appropriateness of the amendment, the City Council does hereby find that the amendment to the Zoning Ordinance approved hereby accomplishes such objectives.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. FINDINGS. After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare of its citizens.

SECTION 3. AMENDMENTS. The Zoning Ordinance is hereby amended as follows:

1. Division 3 "Definitions", Section 9.03.061 "General" is hereby amended to add the following terms and definitions to read entirely as follows, and to be listed alphabetically with the other terms:

CBD. Cannabidiol in the form of a consumable hemp product, as that term is defined in Section 443.001 of the Texas Health and Safety Code, that may be lawfully sold in accordance with state and federal laws.

E-cigarette. The term as defined in Tex. Health & Safety Code §161.081(1-a).

Minor. A person under 21 years of age.

Smoke/tobacco/CBD store. Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, tobacco paraphernalia, or CBD or hemp-derived products, except:

(1) a pharmacy selling FDA approved cannabis and cannabis-derived products; and (2) any grocery store, supermarket, convenience store or similar retail use that sells conventional cigars, cigarettes, tobacco, or CBD or hemp-derived products as an ancillary sale, meaning the store uses for the display, sale, distribution, delivery, offering, furnishing, or marketing of conventional cigars, cigarettes, tobacco or CBD or hemp product, (i) no more than two percent (2%) or 200 square feet of its gross floor area (whichever is less), or (ii) for a retail store consisting of 250 square feet or less, no more than five (5) square feet.

Tobacco. Any preparation of the nicotine-rich leaves of the tobacco plant, which are cured by a process of drying and fermentation for use in smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body.

Tobacco paraphernalia. Any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in the Tex. Health and Safety Code. Items or devices classified as tobacco paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, ecigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches shall be excluded from the definition of tobacco paraphernalia.

Tobacco product. Any product in leaf, flake, plug, liquid, or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of the tobacco or nicotine in the product, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. For the purposes of this chapter, the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

Vapor smoking services. A retail use that provides vapor smoking services onsite.

2. Division 2 "Districts and Zoning District Map", Section 9.03.032 "Permitted use table", Figure 9.1.2.2 is hereby amended to add "Smoke/tobacco/CBD store" as a listed use under the "Retail, Commercial, Personal Service Uses" heading, with the designation of "C" for conditional use under the "R" and "M" columns of Nonresidential & Special Districts, as illustrated below:

	RESIDENTIAL DISTRICTS					NONRESIDENTIAL & SPECIAL DISTRICTS			
Retail, Commercial,	A	SF-	SF-2	SF-4	R	M	В		
Personal Service Uses		1							
Smoke/tobacco/CBD store					С	С			

3. Division 4 "Regulations Applicable to All Districts" is hereby amended to add Section 9.03.091 "Smoke/tobacco/CBD stores" to read entirely as follows:

9.03.091 Smoke/tobacco/CBD stores.

- (a) <u>Purpose</u>. The regulation of smoke/tobacco/CBD stores is necessary and in the interests of the public health, safety, and general welfare because there is the substantial likelihood of the establishment and operation of smoke/tobacco/CBD stores in the City of Lavon. The expansion of these stores in the city could result in undesirable impacts to the community. Among these impacts are increased potential for tobacco sales to minors, greater opportunity for the sale of illegal drug paraphernalia that is marketed as tobacco paraphernalia, and heightened risk of negative aesthetic impacts, blight, and loss of property values of residential neighborhoods and businesses in close proximity to such uses. This section contains regulations consistent with good zoning and planning practices to address such negative impacts of smoke shops and tobacco stores while providing a reasonable number of locations and zones for such shops/stores to locate within the City of Lavon.
- (b) Zoning and land use standards for smoke/tobacco/CBD stores. A smoke/tobacco/CBD store shall require a conditional use permit. Standards to operate a smoke/tobacco/CBD store shall be as follows:
 - 1) Smoke/tobacco/CBD stores shall not be located within 500 feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church, religious institution, hospital, or other similar uses where children regularly gather.
 - 2) Smoke/tobacco/CBD stores shall not be located within 1500 feet, measured property line to property line, from another smoke/tobacco/CBD store.
 - 3) Smoke/tobacco/CBD stores that are legally existing on the effective date of the enacting ordinance codified in this section may continue to operate as nonconforming uses and shall not be required to obtain a conditional use permit. However, any change or expansion of the nonconforming use may require compliance with this section and a conditional use permit.

SECTION 4: SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent

a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 6: PENALTY. Any person, firm, corporation, or entity violating this Ordinance or any provision of the City's Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 8. OPEN MEETING. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Collin County, Texas, on this the 7th day of March 2023.

	Vicki Sanson, Mayor				
ATTEST:					
Rae Norton, City Secretary	_				



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - D</u>

Item:

Public hearing, discussion, and action regarding an amendment of Chapter 9 "Planning and Development Regulations", Article 9.03 "Zoning Ordinance" of the Code of Ordinances of the City of Lavon, to amend the City's zoning regulations by amending Division 2 "Districts and Zoning District Map", Division 6 "Regulations Applicable to Mixed Use and Nonresidential Districts", and certain related sections of the Zoning Ordinance, to amend regulations for Planned Development (PD) Districts.

- 1) Presentation of proposed amendment.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
- 3) Discussion and action regarding the proposed amendment and accompanying Ordinance No. 2023-03-04.

Background:

To improve the effectiveness of the Zoning Ordinance, transparency of zoning change notifications, and to assist in meeting the goals stated therein, the staff, city attorney, and professional planning consultants identified proposed amendments to the regulations.

Planning and Zoning Commission Report:

MOTION: TO RECOMMEND APPROVAL OF AMENDING CHAPTER 9 "PLANNING AND DEVELOPMENT REGULATIONS", ARTICLE 9.03 "ZONING ORDINANCE" OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, TO AMEND THE CITY'S ZONING REGULATIONS BY AMENDING DIVISION 2 "DISTRICTS AND ZONING DISTRICT MAP", DIVISION 6 "REGULATIONS APPLICABLE TO MIXED USE AND NONRESIDENTIAL DISTRICTS", AND CERTAIN RELATED SECTIONS OF THE ZONING ORDINANCE, TO AMEND REGULATIONS FOR PLANNED DEVELOPMENT (PD) DISTRICTS.

MOTION MADE: NABORS SECONDED: COX

APPROVED: UNANIMOUS

Staff Notes:

The proposed amendment is textual and does not change the zoning classification of a particular property. As such, the required notice is satisfied by publication in the newspaper and posting on the city website, both of which were timely provided.

Approval is recommended.

Attachment: Proposed Ordinance 2023-03-04

CITY OF LAVON, TEXAS

ORDINANCE NO. 2023-03-04

Amend Planned Development District Regulations

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AMENDING CHAPTER 9 "PLANNING AND DEVELOPMENT REGULATIONS", ARTICLE 9.03 "ZONING ORDINANCE", DIVISION 2 "DISTRICTS AND ZONING DISTRICT MAP", SECTION 9.03.034 "AMENDMENTS TO THE OFFICIAL ZONING ORIDNANCE AND ZONING DISTRICT MAP" AND DIVISION 6 "REGULATIONS APPLICABLE TO MIXED USE AND NONRESIDENTIAL DISTRICTS", SECTION 9.03.134 "PLANNED DEVELOPMENT DISTRICT (PD)" OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, BY AMENDING THE CITY'S REGULATIONS REGARDING PLANNED DEVELOPMENT DISTRICTS IN THE CITY; PROVIDING A PENALTY CLAUSE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Lavon (the "<u>City</u>") is a Home Rule municipality governed by its duly adopted Charter; and

WHEREAS, Chapter 211 "Municipal Zoning Authority" of the Texas Local Government Code authorizes a city to adopt ordinances regulating the zoning of property within the City; and

WHEREAS, the City Council of the City (the "<u>City Council</u>") adopted Article 9.03 of its Code of Ordinances, the same being the comprehensive Zoning Ordinance of the City (the "<u>Zoning Ordinance</u>"), which sets forth various regulations for changes in zoning, amendments to the zoning ordinance text, and Planned Development Districts; and

WHEREAS, the City Council desires to amend the Zoning Ordinance to provide revised regulations regarding changes in zoning and text amendments, and planned development district criteria; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendment to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the recommendation of the Planning and Zoning Commission, and among other things, the necessity for orderly and appropriate regulations of the use of land and the erection of structures thereon, and having considered the proposed amendment to the Zoning Ordinance and the appropriateness of the amendment, the City Council does hereby find that the amendment to the Zoning Ordinance approved hereby accomplishes such objectives.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. FINDINGS. After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare of its citizens.

SECTION 3. AMENDMENTS. The Zoning Ordinance is hereby amended as follows:

Division 2 "Districts and Zoning District Map", Section 9.03.034 "Amendments to the official zoning ordinance and zoning district map" and Division 6 "Regulations Applicable to Mixed Use and Nonresidential Districts" Section 9.03.134 "Planned development district (PD)" are hereby amended to read entirely as provided in **Exhibit A.**

SECTION 4: SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect. This Ordinance shall not repeal, alter, or amend, or be interpreted as conflicting with any ordinance having created a planned development district prior to this Ordinance.

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

SECTION 6: PENALTY. Any person, firm, corporation, or entity violating this Ordinance or any provision of the City's Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not

preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 8. OPEN MEETING. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

	by the City Council of the City of Lavon, Collin
County, Texas, on this the day of March 20)23.
	Vicki Sanson, Mayor
A TOTAL CITY	
ATTEST:	
Rae Norton, City Secretary	

EXHIBIT A

Amendments

Sec. 9.03.034 Amendments to the official zoning ordinance and zoning district map.

- (a) Applicability.
 - 1. This Section is applicable only for properties within the city limits or properties in the process of annexing into the city limits.
 - 2. No amendment to the official zoning district map shall be authorized without the filing of a zoning map amendment application. The city council may from time to time amend, supplement, or change by ordinance the boundaries of the zoning district map (zoning change), or the land use regulations and restrictions of a district (text amendment), or any other regulation or provision of this ordinance.
 - 3. Any amendment to the zoning ordinance text or to zoning district boundaries may be ordered for consideration by the city council, may be initiated by the planning and zoning commission, or may be requested by the owner of real property within the City (or his/her authorized representative). No change to the official zoning district map shall be authorized or become effective without final action of the city council.
 - 4. No zoning shall be approved until the property has been annexed into the city.
- (b) Pre-application Conference Review and Discussion. An applicant for a PD Planned Development District shall schedule a pre-application conference prior to the formal submission of the application materials. Prior to the Pre-application Conference, the applicant shall provide descriptions, statements, preliminary drawings, and/or concept plans that address, but are not limited to, the following:
 - 1. A statement of completion of the pre-application checklist requirements;
 - 2. Site boundaries;
 - 3. General concept plan layout indicating relationship of the proposed land uses, parking, and street layouts(s);
 - 4. Residential development densities, if any;
 - 5. Approximate gross square footage of non-residential uses, if any;
 - 6. Building heights;
 - 7. Significant environmental features, including floodplains and water course; and delineation of approximate acreage for each land use specified.
 - 8. Information regarding any proposed zoning and associated alignment with requirements and consideration criteria; and
- (c) Submittal. The following items shall be submitted for each zoning and rezoning request:
 - 1. Application and Fee. The application shall be processed in accordance with the requirements of this division. Each application for amendment, supplement or change to the provisions of this division shall be made in writing on the city's required form and shall be filed with the City Secretary along with the appropriate fee in accordance with the Fee Schedule for administration of the zoning application. An applicant does not have any right or entitlement to withdraw or table an application placed on the Planning and Zoning Commission or City Council agenda, but may request that the application be withdrawn no later than 18 days before the agenda is posted.
 - 2. Neighborhood Meeting Verification. If a Neighborhood Meeting (per Sec. 9.03.034) is deemed necessary by the City Manager or their designee, a written verification of the neighborhood meeting shall be submitted.

- i. Staff shall be given a minimum two weeks' notice of the proposed neighborhood meeting.
- 3. Request Narrative to include the following information:
 - i. Contact information and signature(s) of the owner or applicant;
 - ii. Acreage of subject property;
 - iii. Existing zoning district(s);
 - iv. Proposed zoning district(s);
 - v. Description of request;
 - vi. Comprehensive Plan consistency use, character, & design;
 - vii. Special consideration or unique characteristics of the property/proposed development (if any);
 - viii. Detailed justification and/or supporting documentation as to why the applicant is requesting to rezone the subject property to a specific zoning district;
 - ix. Description of development and/or zoning change impacts on drainage, water utilities, sanitation, sanitary sewer utilities, roadways, and traffic;
 - x. Description of development and/or zoning change impacts on city services, such as building inspection, development, police, and fire;
 - xi. Architecturally or historically significant features that are proposed or existing to remain (if any).
- 4. Exhibit A: Subject Property Map/Survey (high resolution), including the following information:
 - i. Detailed description of the location of subject property;
 - ii. Current and proposed zoning of the subject property;
 - iii. Clear boundary of the subject property;
 - iv. The bearings and distances of the boundary lines of the subject property (and any tract lines if applicable in a Planned Development District);
 - v. Acreage of the subject property;
 - vi. Neighboring parcels labeled with corresponding zoning and current land uses; and
 - vii. Adjacent right-of-way names and widths.
- 5. Exhibit B: Legal Description, including the following information:
 - i. In Microsoft Word or another editable format, a written metes and bounds description of the property that will readily determine the location, bearing and length of all perimeter boundary lines, with total acreage of the property, and be capable of reproducing such lines upon the ground with a closure error of less than 1:25,000; and
 - ii. The legal description shall include reference to an original survey or subdivision corner, and the Texas NAD83 state plane coordinate system.
- 6. If requesting a PD Planned Development District, the description shall also include:

- i. Exhibit C: Concept Plan, including the following information:
 - 1. Delineation of site boundaries with adjacent relevant features, including streets necessary for access;
 - 2. General site layout indicating relationship of the proposed land uses, access, circulation, parking areas (striped spaces not required), street layout with associated types for each (arterial, collector, etc.), significant amenity locations, and major trails;
 - 3. Proposed residential development housing types and associated dimensions and densities (utilize key/legend format for legibility if applicable), if any;
 - 4. Approximate gross square footage of non-residential uses where applicable;
 - 5. Open space, significant environmental features, including floodplains and water course; and
 - 6. Tract designation boundaries, labels, and sizes, if any, that directly correspond with associated sections within the Development Standards for each.
- ii. Exhibit D: Development Standards, in Microsoft Word format, including the following information:
 - 1. Use and description of exhibits;
 - 2. Requested base zoning district and any proposed special ordinance provisions versus its standards;
 - 3. Any proposed special ordinance provisions versus standards from Lavon's Zoning Ordinance; and
 - 4. Any enhanced features proposed for requirements.
- iii. Other exhibits may be appropriate (ex. amenities, fencing, screening, Traffic Impact Analysis, etc.) upon review of the zoning application. If proposing residential uses, associated housing type descriptions, illustrations, dimensions, and densities (utilizing a key/legend format or an exhibit) shall be provided upon submittal.
- iv. If the subject property is over 10 acres in size and/or contains more than four proposed/existing dwelling units the following exhibits may be required as requested by the City Manager or their designee:
 - 1. Amenities Plan to include the following:
 - a. Park and open space with details per type, if applicable
 - b. Trails and off-spots with shade and other details, if applicable
 - c. Amenity Centers (including business centers, meeting spaces, grouped mailboxes, etc.)
 - d. Fitness Courts/Facilities
 - e. Pedestrian-oriented features (ex. benches, trash receptacles, etc.)
 - f. Swimming/aquatic areas

- 2. Fences and Screening Plan to include the following:
 - Location, dimensions (height/width), type, and construction materials of all screening devices (existing and proposed), including but not limited to:
 - i. Landscape buffers;
 - ii. Dumpster, loading, parking lot, mechanical equipment screen(s); and
 - iii. Screening walls/fences.
- (d) Neighborhood Meeting. Applicants shall conduct a neighborhood meeting for zoning and rezoning requests when deemed necessary by the City Manager or their designee as follows:
 - 1. Purpose. The purpose of the neighborhood meeting shall be to review the proposed project. The neighborhood meeting shall be held in person; however, upon request to the City Manager, or their designee, the neighborhood meeting may be held virtually if determined that there is good cause for holding the meeting virtually. A virtual option is encouraged in addition to the in-person meeting.
 - 2. Notice. The applicant shall provide written notice to all property owners within a two-hundred-foot (200') radius of the exterior boundary of the subject property and to all neighborhood associations as directed by the City Manager or their designee. Notice of a neighborhood meeting shall be in addition to, and not in lieu of, mailed notices that are already required.
 - 3. Timing. If deemed necessary by the City Manager, the neighborhood meeting shall be conducted prior to submission of the application or after the submission of the application.
 - i. The neighborhood meeting shall be conducted not more than six (6) months prior to formal submission of the application.
 - ii. The meeting shall be on a weekend between ten o'clock (10:00) A.M. and seven o'clock (7:00) P.M. or on a weekday between six o'clock (6:00) P.M. and eight o'clock (8:00) P.M.
 - iii. The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday or holiday weekend.
 - 1. In-person meetings requirements. The meeting shall be held at one of the following locations:
 - a. On the subject property;
 - b. At the nearest available public meeting place including, but not limited to, a fire station, library, or community center; or
 - c. At an office space with suitable meeting facilities if such facilities are within a one-mile radius of the nearest public meeting place.
 - Virtual Meeting Requirements. If a neighborhood meeting is to be conducted virtually (ex. Zoom, WebEx, etc.), any required notices shall contain sufficient information so the public may access the virtual meeting.
- (e) Notices and Notifications. Zoning and rezoning requests shall be scheduled for public hearings

before the Planning and Zoning Commission and the City Council and noticed in accordance with this section as follows:

- 1. Mailed Notice. Mailed notice shall be provided in accordance with Texas Local Government Code Chapter 211.
- 2. Subject Property Notification Signs. Notification signs shall meet the following requirements:
 - i. The City Manager or their designee shall have the authority to determine if the notice posting on the subject property met the intent of the requirements contained herein.
 - ii. The applicant shall post the required number of notification signs, on the subject property, at least seven days prior to the date of the public hearing before the Planning and Zoning Commission as follows:
 - 1. Sign Requirements. A minimum of one (1) sign shall be posted on the subject property, along each of its public road frontages, at a minimum spacing of one (1) sign per five hundred (500) linear feet of frontage or portion thereof.
 - 2. The sign shall contain legible information and specifications as detailed in the City's Notification Sign Requirements.
 - 3. The applicant shall provide time-stamped photos of the required notification signs, as posted on the subject property, between 8 A.M. on Monday and 12 p.m. (noon) on Wednesday, the week before the scheduled Planning and Zoning Commission meeting. The applicant shall provide the following photos:
 - a. One legible photo of a sign showing the required information meeting the standards as provided on the signs;
 - b. One photo of each public road frontage showing that the signs are facing the right-of-way; and
 - c. An informal exhibit showing the location of the signs along the rights-of-way.
- 3. Published Notice. Published notice shall be provided in accordance with Texas Local Government Code Chapter 211.
- (f) Consideration and Evaluation Criteria for Zoning and Rezoning Request. The following items shall be considered when evaluating a zoning or rezoning request:
 - 1. As required by State law, whether and how the proposed zoning district's design and uses are consistent with the Comprehensive Plan and other adopted plans;
 - 2. Whether the zoning or rezoning request would have an adverse impact on the surrounding properties and/or their residents or employees;
 - 3. Whether the uses permitted in the proposed zoning district would result in an overconcentration of certain uses;
 - 4. Development, zoning, and/or rezoning impacts on drainage, water utilities, sanitation, sanitary sewer utilities, roadways, and traffic;
 - 5. Development, zoning, and/or rezoning impacts on City services, such as building inspections, development, police, and fire;

- 6. Whether the proposed zoning district's design and uses support and further the City Council's Strategic Plan; and/or
- 7. Any other special circumstances that may be unique to the subject property.
- 8. In addition to the criteria above, requirements in Section 9.03.134 and the following items shall be considered when evaluating a request to zone or rezone to a PD Planned Development District:
 - i. Architecturally or historically significant features that are proposed or existing to remain (if any);
 - ii. Whether the proposed PD has site-specific or development-specific constraints that cannot produce an achievable combination of use and design with straight zoning;
 - iii. The extent to which the proposed PD's site design, amenities, uses, and other submitted details achieve the Vision of the Comprehensive Plan and Lavon's desired brand with utilization of associated best practices;
 - iv. The extent to which the proposed PD preserves and enhances Lavon's natural areas, trees, habitats, and/or drainage;
 - v. The extent to which the PD provides greater public benefits than what can be achieved with straight zoning;
 - vi. The extent to which the proposed PD benefits the City of Lavon in exchange for PD flexibility/standards; and/or
 - vii. The extent to which the proposed PD provides enhanced open space, natural asset preservation, level of amenities, etc.
- (g) Public Hearing. The planning and zoning commission shall hold a public hearing on a proposed adoption of or amendment to a zoning regulation or zoning district boundary before submitting a report to the city council. Additionally, upon compliance with all applicable notice requirements, the planning and zoning commission and the city council may hold a joint public hearing. For zoning and rezoning requests for PD Planned Development Districts, the planning and zoning commission may recommend, and the city council may approve the request for a PD district as submitted or may make any modifications thereto as may be appropriate.
- (h) A written recommendation of the planning and zoning commission shall be forwarded to the city council. If the planning and zoning commission recommends that a proposed change to a regulation or boundary be denied, a vote of at least three-fourths (3/4) of all the members of the city council shall be required to overrule such recommendation.
- (i) After public notice and after receipt of the planning and zoning commission recommendation, the city council shall hold a public hearing regarding the proposed application, consider such application, and may take such action as determined appropriate regarding the application.
- (j) An application that has been denied without prejudice, by the city council may be resubmitted at any time for reconsideration by the city council. A new filing fee must accompany the request. The city council may deny any application with prejudice. If an application has been denied with prejudice, the application may not be resubmitted to the city for one (1) year from the original date of denial. However, a changed application may be submitted at any time.

Sec. 9.03.134 Planned Development District (PD).

- (a) Purpose. The purpose of the PD district is to accommodate special places, neighborhoods, communities, and centers planned and designed as envisioned by the Comprehensive Plan that require unique standards, not permitted by the straight zoning districts in this Article. PD districts offer flexibility in design and uses in exchange for substantial added benefit to the city. PD districts may also be requested to address challenges presented by specific site or development conditions. Development can be a combination of commercial, residential, institutional, parks, and/or recreation uses that are planned, developed, and/or operated as a cohesive area, whether by a single owner or a combination of owners.
- (b) Classification. All new PD districts or amendments to existing PD districts shall be considered a rezoning request as outlined in Sec. 9.03.034. Each PD district approved under the provisions of this Section shall be considered an amendment to the zoning ordinance and zoning map and shall be applicable only to the property described in the PD district's legal description.
- (c) Base zoning. PD districts shall have base zoning, of one or more straight zoning district(s) of this Article, that correspond with the Concept Plan, Development Standards, and other potential exhibits and studies.
- (d) Permitted uses. The uses to be permitted in any PD district shall be consistent with the uses permitted in the base zoning district(s) as specified, unless otherwise enumerated in the PD district's Development Standards. Any proposed change(s) to the permitted uses within a PD district shall be considered a rezoning request as outlined in Sec. 9.03.034 and processed as a PD district amendment.
- (e) Design. PD districts shall provide design and standards consistent with the following:
 - 1. Where development is adjacent to or has floodplains and/or large easements included, they shall be activated with a minimum eight-foot wide trail, a minimum of one trailhead, and off-spots spaced at a minimum of every quarter mile.
 - i. The trailhead(s) shall include, at minimum, associated signage, three parking spots, a water fountain, a bench, shade, and a trash receptacle;
 - ii. The off-spot(s) shall include, at minimum, a bench, a water fountain, shade, and a trash receptacle.
 - iii. Trails shall be lighted to provide continuous visibility with relevant shielded and downward-facing illumination.
 - 2. Activated Amenities. PD districts shall include activated open spaces or parks that provide a park or activated open space within a quarter mile of each proposed dwelling unit. Golf courses, parks, and public open space areas near the PD district can assist in meeting the quarter mile walk shed requirement. Low-impact passive uses shall be permitted to meet the quarter mile walk shed requirement and include conservation of open land in its natural state (for example, woodland, fallow field, or meadow), neighborhood squares, common areas, picnic areas, community gardens, walking trails, bikeways, other kinds of pathways, and similar low-impact passive recreational uses. Active recreation uses shall also be permitted (and are encouraged) to meet the requirement and include recreational playing fields, playgrounds, pickleball courts, neighborhood pools, and clubhouse structures. Each activated open space or park shall include, at minimum the following:
 - i. One shaded bench, water fountain, trash receptacle, and a path that connects to a public sidewalk;

- ii. For developments 10 acres or larger, a minimum of one playground to include play or recreation equipment shall be provided each half mile.
- iii. Areas consistent with or similar to the following shall not be utilized to meet the quarter mile walk shed requirement:
 - 1. Land areas reserved for the exclusive use and benefit of an individual owner or tenant:
 - 2. Public or private street right-of-way, parkways, alleys, driveways, parking or loading areas;
 - 3. Religious institutions or private school sites; or
 - 4. Street medians or islands.
- iv. The maximum amount of Activated Amenity used to meet the quarter mile walk shed requirement for stormwater detention or retention purposes shall not exceed twenty-five (25%) of the Activated Amenity area. If the Activated Amenity area contains a retention pond, the pond shall include at least one (1) aeration device, such as a fountain, waterfall or underwater device.
- v. Activated Amenity areas adjacent to street rights-of-way shall be a minimum depth of twenty five (25) feet and shall be landscaped to include the retention or planting of one (1) three (3") inch caliper tree per each fifty (50) feet of street frontage, which may be clustered or distributed within the Activated Amenity area.
- (f) Potential Impacts.
 - 1. The combination of proposed uses and design within each PD district shall not result in:
 - i. A combination of use and design that could otherwise be achieved with straight zoning (instead of a PD district);
 - ii. Overconcentration of any one use type;
 - iii. Adverse impacts on drainage, natural systems, water capacity or quality, sanitation, sanitary sewer treatment or capacity, traffic, safety, or connectivity;
 - iv. Adverse impacts on public services, such as building inspections, police, fire, EMS, etc.;
 - v. Adverse impacts on neighboring development and residents (if applicable); or
 - vi. Negative fiscal impacts to the City.
 - 2. The combination of proposed uses and design within each PD district shall result in:
 - i. Design and development that is consistent with the Vision of the Comprehensive Plan and Lavon's desired brand; and
 - ii. Preserve and enhance Lavon's natural areas, trees, habitats, and/or drainage.
- (g) Special ordinance provisions. Compliance with standards and exhibits within each PD district is required. Special ordinance provisions as outlined in each PD district shall not be construed as conditions precedent to the approval of the associated zoning amendment, but shall be construed as zoning standards required upon and during development and operation/occupancy within the PD district. No special ordinance provisions shall amend or modify any requirements of the Subdivision Ordinance or its associated design standards.

- (h) Minor modifications. The City Manager or their designee may authorize minor modifications that:
 - 1. Do not alter the compatibility or buffers of the proposed development to adjacent properties or public frontages;
 - 2. Do not alter the permitted uses;
 - 3. Do not increase the maximum density or lot coverage;
 - 4. Do not substantially alter access or circulation;
 - 5. Do not decrease the amount of required off-street parking; and
 - 6. Do not reduce the required minimum yards or setbacks.



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - E</u>

Item:

Discussion and action regarding the final plat of the Trails of Lavon Addition, Phase 2B for 104 residential lots and 3 open space tracts on 28.54 acres of land, situated in the S.A. Roberts Survey, A-773 southwest of the intersection of CR 485 and CR 484, Lavon, Collin County, Texas (CCAD Property ID 1291872).

Application Information

Owner(s): Meritage Homes of Texas, LLC

Applicant: Kimley-Horn

Location: West of Trails of Lavon, Phase 1, southwest of the intersection of CR 483 and CR

484.

Description: 28.54 acres in the S.A. Roberts Survey, A-773, Tract 3 (CCAD Prop ID

1291872), Lavon, Collin County, Texas

Current Zoning: Planned Development – PD

Request: Final Plat

Request Details

The applicant is seeking approval of a final plat for Phase 2B, a residential section of a mixed use planned development. Phase 2B consists of 104 residential lots and 3 open space tracts on approximately 28.5 acres. The final plat conforms to the approved zoning and preliminary plat.

Code Excerpts:

TEXAS LOCAL GOVERNMENT CODE § 212.004. PLAT REQUIRED

Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of

sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Code Excerpts:

CITY OF LAVON - SUBDIVISION ORDINANCE

Section 4.04 FINAL PLAT

After approval of the preliminary plat by the planning and zoning commission and City Council, a final plat, prepared by a registered public surveyor bearing his or her seal and the construction plans prepared by a registered professional civil engineer bearing his or her seal, shall be submitted to the planning and zoning commission.

On October 19, 2021, the City Council approved the preliminary plat of the Trails of Lavon Addition containing 653 residential lots and one 10-acre commercial lot on 205.503 acres. A final plat for Phase 1 was approved in March 2022 for 209 lots. Phase 2 was divided into Phases 2A and 2B to accommodate a request from North Texas Municipal Water District to allow time for facility relocation and a final Plat for Phase 2A was approved on June 7, 2022 for 88 lots. A final plat for Phase 3 was approved on December 6, 2022 for 250 lots. Phase 2B represents the final phase of residential property to be developed. The commercial tract will be platted separately.

The proposed development takes primary access from CR 484 and CR 485. Construction will improve area roads to serve the development. A Traffic Impact Analysis (TIA) has been prepared and reviewed. Improvements will be constructed as prescribed by the TIA and as approved by the city engineer. The development will provide for the extension of public infrastructure systems for water, sanitary sewer and trails. A development agreement outlining specific public infrastructure requirements related to the development was approved by the City Council on September 21, 2021.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE TRAILS OF LAVON ADDITION, PHASE 2B FOR 104 RESIDENTIAL LOTS AND 3 OPEN SPACE TRACTS ON 28.54 ACRES OF LAND, SITUATED IN THE S.A. ROBERTS SURVEY, A-773 SOUTHWEST OF THE INTERSECTION OF CR 485 AND CR 484, LAVON, COLLIN COUNTY, TEXAS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE CITY ENGINEER.

MOTION MADE: NABORS SECONDED: JACOB

APPROVED: UNANIMOUS

Staff Notes:

The proposed final plat and construction plans were reviewed by the staff development review committee and the City Engineer. The final plat meets the technical requirements and complies with the zoning and subdivision regulations.

Approval is recommended subject to satisfaction of the City Engineer's approval of the civil engineering plans.

Attachments: 1. Application and Final Plat

2. Location Exhibits

3. Engineers' Correspondence

CITY OF LAVON



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

PLAT APPLICATION

Incomplete applications will not be accepted.

	Company Making Sub	mission		Property Owner				
Name: Kim	ley-Horn		Name: Me	Name: Meritage Homes of Texas, LLC				
Address: 134	55 Noel Rd, Two Galle	ria Office Tower, Suite	700 Address: 8	840 Cypress Waters Blvd,	Suite 100			
City/State/Zip:	Dallas, Texas 75240		City/State/Zip:	Dallas, Texas 76092				
Phone #:	Fa	ах	— Phone # 9	72-580-6300 Fax #				
	±:-770-1300 #:	S	_ _					
Authorized Pers	on: Bryan Moody		Authorized Pe	rson: Steven Cook				
Туре	of Submission	Date		Check List of Items Si	ubmitted			
☐ Preliminary F	Plat		☐ (two) full size sets of plats (24x3	36)			
X Final Plat			☐ (two) full size construction sets	(24x36)			
☐ Re-Submittal			☐ (one) half size sets of plats (11x	(17)			
	Plans		☐ (ten)	half size sets of plats with	final submission (11x17)			
Other			☐ (one) PDF plats (on separate C	D's)			
			☐ (one) PDF construction plans (c	an be included on plat CD)			
	Application Fees							
Preliminary Plat Per Fee Schedule								
Final Plat		Per Fee Schedule						
Re-Plat		Per Fee Schedule						
Public Infrastruc		Per Fee Schedule						
C* Costs shall i		ts to the City plus a 1	0 percent administra	tive fee. These fees shall	be in addition to the			
			a the MuCay avatam	https://wwhlie mysess.ue//s	:			
to the City of La	avon. Make a new red	up as a collaborator in quest for the plat and	download these form	https://public.mygov.us/la is along with plans.	request access			
NOTICE TO	ADDI ICANT.	A	محط لمحدده عال	and an the informati	an formulabad in this			
					on furnished in this ments of the City of			
					dless of information			
and/or plans	submitted.			•				
	sentative (Printed Name)	Authorized Represental	ive (Signature)	de	Date: 1/23/23			
Bryan Moody			In	100	1,20,20			
		10 be	completed by the City					
In Takers Name:	DW Davis Data	COO Berden Bed	Fraince De des	Daz Davie Date	Council Antice Date			
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:			
☐ Accepted	☐ Approved	□Approved	□Approved	☐ Approved	☐ Approved			
Rejected	Rejected	Rejected	☐ Rejected	☐ Rejected	Rejected			
Comments:								



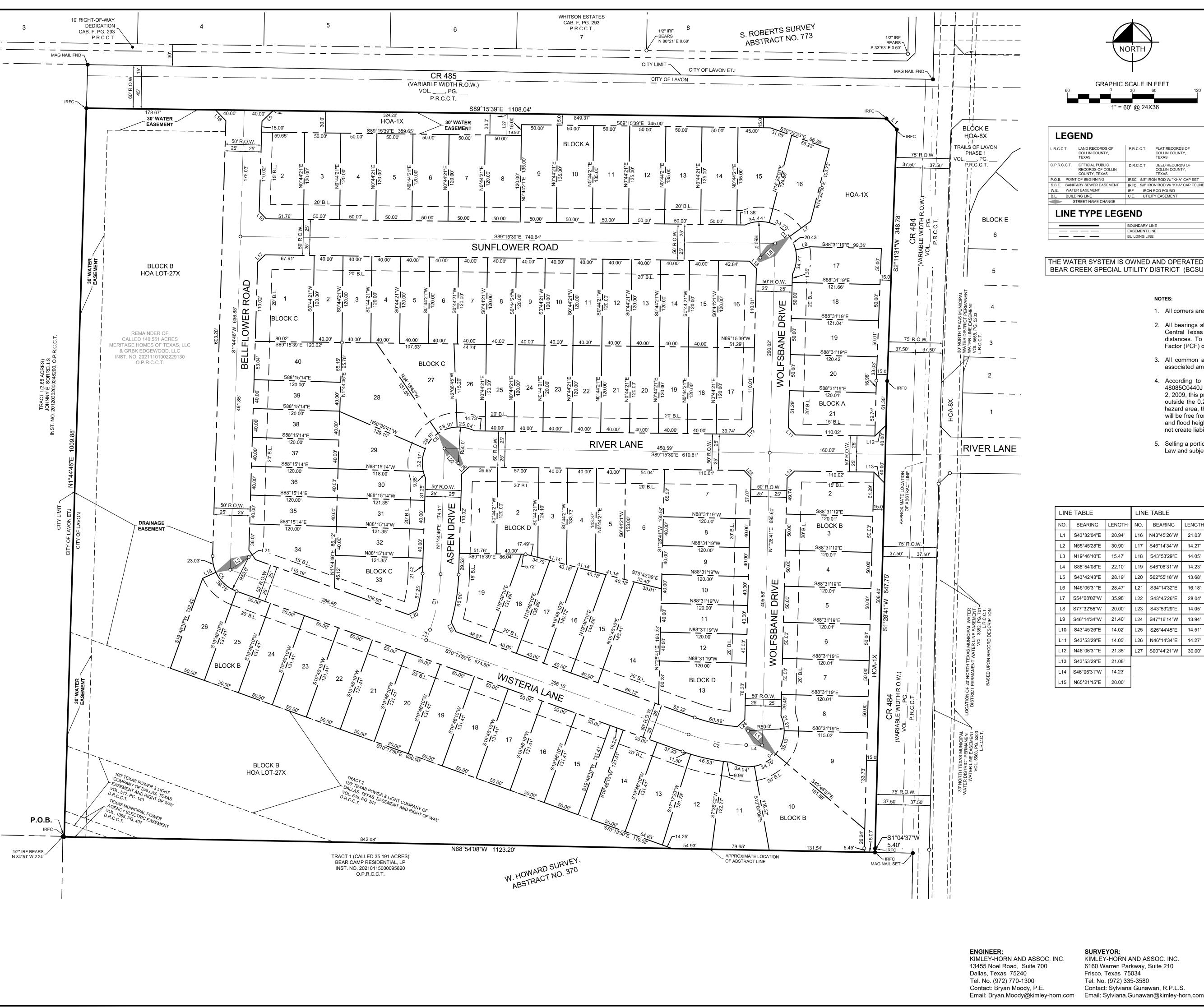
CITY OF LAVON

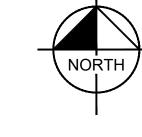
P.O. Box 340 - 120 School Rd. - Lavon, TX 75166 Office 972-843-4220 – Fax 972-843-0397 – Inspection 972-853-0855 Email: leann.mcclendon@cityoflavon.org

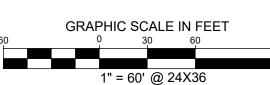
PLAT APPLICATION Please type or print clearly. Incomplete applications will not be accepted.

Authorization of Representation

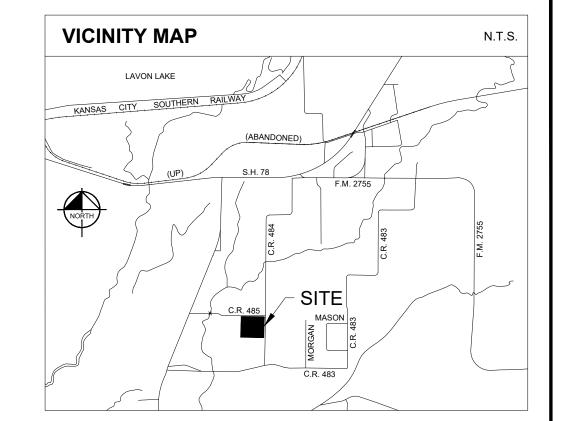
Date:	
To the City of Lavon Collin County, Texas	
This letter will serve as notice that I/we,Meritage owner (s) of record of the property described in the with this form, and do hereby authorizeKimirepresent me (us) and my (our) interests in the proper the expressed purpose of this request. Signature (Owner)	attached survey documentation, submitted ey-Horn to
Signature (Owner)	
Signature (Owner)	
The State of Texas County of	
Before me, the undersigned authority, appearedSte	even Cook,
on this the 16th day of January	
Lracie Glunt	GRACE ALANA HUNT Notary Public, State of Texes Comm. Expires 09-20-2025 Notary ID 133341828
Notary Public in and for	County, Texas







DEED RECORDS OF COLLIN COUNTY, P.O.B. POINT OF BEGINNING IRSC 5/8" IRON ROD W/ "KHA" CAP SET S.S.E. SANITARY SEWER EASEMENT IRFC 5/8" IRON ROD W/ "KHA" CAP FOUND W.E. WATER EASEMENT IRF IRON ROD FOUND B.L. BUILDING LINE U.E. UTILITY EASEMENT



THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BCSUD).

- 1. All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
- 2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Texas Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99985291.
- 3. All common areas are to be owned and maintained by the HOA. All sidewalks, trails and associated amenities shall be for public use and allow public pedestrian and bicycle access.
- 4. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0440J and 48085C0555J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone "X" (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- 5. Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law and subject to fines and withholding of utilities and building permits.

LIN	E TABLE		LINE TABLE				
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH		
L1	S43°32'04"E	20.94'	L16	N43°45'26"W	21.03'		
L2	N55°45'28"E	30.90'	L17	S46°14'34"W	14.27'		
L3	N19°46'10"E	15.47'	L18	S43°53'29"E	14.05'		
L4	S88°54'08"E	22.10'	L19	S46°06'31"W	14.23'		
L5	S43°42'43"E	28.19'	L20	S62°55'18"W	13.68'		
L6	N46°06'31"E	28.47'	L21	S34°14'32"E	16.18'		
L7	S54°08'02"W	35.98'	L22	S43°45'26"E	28.04'		
L8	S77°32'55"W	20.00'	L23	S43°53'29"E	14.05'		
L9	S46°14'34"W	21.40'	L24	S47°16'14"W	13.94'		
L10	S43°45'26"E	14.02'	L25	S26°44'45"E	14.51'		
L11	S43°53'29"E	14.05'	L26	N46°14'34"E	14.27'		
L12	N46°06'31"E	21.35'	L27	S00°44'21"W	30.00'		
L13	S43°53'29"E	21.08'					
L14	S46°06'31"W	14.23'					
L15	N65°21'15"E	20.00'					

CUF	CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD		
C1	18°01'25"	250.00'	78.64'	N10°45'28"E	78.32'		
C2	18°40'18"	250.00'	81.47'	S79°33'59"E	81.11'		
C3	142°25'22"	50.00'	124.29'	N43°53'29"W	94.67'		
C4	143°22'24"	50.00'	125.12'	N47°19'22"E	94.94'		
C5	71°58'35"	50.00'	62.81'	S34°14'32"E	58.76'		
C6	140°40'37"	50.00'	122.76'	S46°14'34"W	94.17'		

FINAL PLAT TRAILS OF LAVON, PHASE 2B **104 RESIDENTIAL LOTS** 3 OPEN SPACE LOTS

26.089 ACRES SITUATED IN THE D. ANGLIN SURVEY, ABSTRACT NO. 2 CITY OF LAVON, COLLIN COUNTY, TEXAS

Sheet No. 1 OF 2

6160 Wa	rren Parkway, S exas 75034	ley uite 210	» H	Tel. No. (972) FIRM # 10193
<u>Scale</u>	<u>Drawn by</u>	Checked by	<u>Date</u>	Project No.
1" = 60'	CDS	KHA	Jan. 2023	061179320
OWNER/DEVELO Meritage Homes o				

SURVEYOR: KIMLEY-HORN AND ASSOC. INC. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Tel. No. (972) 335-3580 Contact: Sylviana Gunawan, R.P.L.S.

Phone: 972-580-6302 Contact : Steven Cook Plano, Texas 75093 Phone: 817-658-2112 Contact: Bobby Samuel

8840 Cypress Waters Blvd. Dallas, Texas 76092 GRBK EDGEWOOD, LLC. 2805 Dallas Parkway., Suite 400

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

CITY OF LAVON §

WHEREAS MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD, LLC, are the owners of a tract of land situated in the D. Anglin Survey, Abstract No. 2, Collin County, Texas, and being a portion of a called 140.551 acre tract of land described in a Special Warranty Deed to Meritage Homes of Texas, LLC and GRBK Edgewood, LLC, as recorded in Instrument No. 20211101002229130 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northerly most southwest corner of said 140.551 acre tract, same being on the northerly line of a called 35.191 acre tract of land described as Tract 1 in a deed to Bear Camp Residential, LP, as recorded in Instrument No. 20210115000095820, of the Official Public Records of Collin County, Texas;

THENCE North 01°44'46" East, departing the northerly line of said 35.191 acre tract and along the westerly line of said 140.551 acre tract, passing at a distance of 0.68 feet the southeast corner of a called 3.68 acre tract of land described as Tract I in a deed to Johnny E. Sorrells, as recorded in Instrument No. 20120302000248200 of the Official Public Records of Collin County, Texas, and continuing along the same course and along the easterly line of said 3.68 ace tract, for a total distance of 1,009.88 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of the westerly terminus of County Road 485, a variable width right of way, as dedicated in Trails of Lavon Phase 1, according to the plat thereof recorded in Volume ___, Page ____ of the Plat Records of Collin County, Texas;

THENCE South 89°15'39" East, departing the westerly line of said 140.551 acre tract and the easterly line of said 3.68 acre tract, and along the southerly right of way line of said County Road 485, a distance of 1,108.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of a corner clip at the intersection of the southerly right of way line of said County Road 485 with the westerly right of way line of County Road 484, a variable width right of way, as dedicated in said Trails of Lavon Phase 1;

THENCE South 43°32'04" East, departing the southerly right of way line of said County Road 485 and along said corner clip, a distance of 20.94 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of said corner clip being on the westerly right of way line of said County Road 485;

THENCE along the westerly right of way line of said County Road 485, the following:

South 02°11'31" West, a distance of 348.78 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 01°28'41" West, a distance of 647.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 01°04'37" West, a distance of 5.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner on the southerly line of said 140.551 acre tract and the northerly line of said Tract 1;

THENCE North 88°54'08" West, departing the westerly right of way line of said County Road 485 and along the northerly line of said Tract 1 and the southerly line of said 140.551 acre tract, a distance of 1,123.20 feet to the **POINT OF BEGINNING** and containing 26.089 acres (1,136,431 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

THAT MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD, LLC, acting herein by and through its duly authorized officers, do hereby certify and adopt this plat designating the herein described tract as TRAILS OF LAVON PHASE 2B, an addition to the City of Lavon, Texas, and do hereby dedicate, in fee simple, to the public use, including the use by the City of Lavon, forever, the streets, alleys, and easements shown thereon. The Streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, tress, shrubs or ther improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Lavon. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities, said use by public utilities being subordinate to the public's and City of Lavon's use thereof.

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

WITNESS my hand this the day of	, 20
MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company	
By:	

STATE OF TEXAS § COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

WITNESS my hand this the _____ day of _____, 20__. GRBK EDGEWOOD, LLC, an Texas limited liability company

STATE OF TEXAS COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public, State of Texas

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 1X	0.944	41,109	BLOCK A LOT 19	0.139	6,036	BLOCK B LOT 16	0.151	6,571	BLOCK C LOT 7	0.110	4,800	BLOCK C LOT 25	0.110	4,800	BLOCK D LOT 3	0.118	5,157
BLOCK A LOT 2	0.166	7,235	BLOCK A LOT 20	0.138	6,007	BLOCK B LOT 17	0.151	6,571	BLOCK C LOT 8	0.110	4,800	BLOCK C LOT 26	0.113	4,925	BLOCK D LOT 4	0.127	5,542
BLOCK A LOT 3	0.138	6,000	BLOCK A LOT 21	0.166	7,212	BLOCK B LOT 18	0.151	6,571	BLOCK C LOT 9	0.110	4,800	BLOCK C LOT 27	0.188	8,169	BLOCK D LOT 5	0.136	5,927
BLOCK A LOT 4	0.138	6,000	BLOCK B LOT 1X	0.179	7,789	BLOCK B LOT 19	0.151	6,571	BLOCK C LOT 10	0.110	4,800	BLOCK C LOT 28	0.257	11,200	BLOCK D LOT 6	0.194	8,444
BLOCK A LOT 5	0.138	6,000	BLOCK B LOT 2	0.166	7,212	BLOCK B LOT 20	0.151	6,571	BLOCK C LOT 11	0.110	4,800	BLOCK C LOT 29	0.151	6,569	BLOCK D LOT 7	0.181	7,905
BLOCK A LOT 6	0.138	6,000	BLOCK B LOT 3	0.138	6,000	BLOCK B LOT 21	0.151	6,571	BLOCK C LOT 12	0.110	4,800	BLOCK C LOT 30	0.111	4,838	BLOCK D LOT 8	0.110	4,800
BLOCK A LOT 7	0.138	6,000	BLOCK B LOT 4	0.138	6,000	BLOCK B LOT 22	0.151	6,571	BLOCK C LOT 13	0.110	4,800	BLOCK C LOT 31	0.111	4,854	BLOCK D LOT 9	0.110	4,800
BLOCK A LOT 8	0.138	6,000	BLOCK B LOT 5	0.138	6,000	BLOCK B LOT 23	0.151	6,571	BLOCK C LOT 14	0.110	4,800	BLOCK C LOT 32	0.111	4,854	BLOCK D LOT 10	0.110	4,800
BLOCK A LOT 9	0.155	6,750	BLOCK B LOT 6	0.138	6,000	BLOCK B LOT 24	0.151	6,571	BLOCK C LOT 15	0.110	4,800	BLOCK C LOT 33	0.175	7,644	BLOCK D LOT 11	0.110	4,800
BLOCK A LOT 10	0.155	6,750	BLOCK B LOT 7	0.138	6,000	BLOCK B LOT 25	0.151	6,571	BLOCK C LOT 16	0.142	6,198	BLOCK C LOT 34	0.180	7,824	BLOCK D LOT 12	0.110	4,800
BLOCK A LOT 11	0.155	6,750	BLOCK B LOT 8	0.136	5,933	BLOCK B LOT 26	0.157	6,851	BLOCK C LOT 17	0.138	6,012	BLOCK C LOT 35	0.110	4,800	BLOCK D LOT 13	0.213	9,286
BLOCK A LOT 12	0.155	6,750	BLOCK B LOT 9	0.235	10,230	BLOCK B LOT 27X	6.065	264,212	BLOCK C LOT 18	0.110	4,800	BLOCK C LOT 36	0.110	4,800	BLOCK D LOT 14	0.222	9,660
BLOCK A LOT 13	0.155	6,750	BLOCK B LOT 10	0.289	12,609	BLOCK C LOT 1	0.216	9,426	BLOCK C LOT 19	0.110	4,800	BLOCK C LOT 37	0.110	4,800	BLOCK D LOT 15	0.135	5,859
BLOCK A LOT 14	0.155	6,750	BLOCK B LOT 11	0.166	7,231	BLOCK C LOT 2	0.110	4,800	BLOCK C LOT 20	0.110	4,800	BLOCK C LOT 38	0.110	4,800	BLOCK D LOT 16	0.131	5,706
BLOCK A LOT 15	0.181	7,875	BLOCK B LOT 12	0.169	7,352	BLOCK C LOT 3	0.110	4,800	BLOCK C LOT 21	0.110	4,800	BLOCK C LOT 39	0.110	4,800	BLOCK D LOT 17	0.127	5,552
BLOCK A LOT 16	0.156	6,794	BLOCK B LOT 13	0.157	6,832	BLOCK C LOT 4	0.110	4,800	BLOCK C LOT 22	0.110	4,800	BLOCK C LOT 40	0.149	6,491	BLOCK D LOT 18	0.124	5,395
BLOCK A LOT 17	0.136	5,907	BLOCK B LOT 14	0.151	6,571	BLOCK C LOT 5	0.110	4,800	BLOCK C LOT 23	0.110	4,800	BLOCK D LOT 1	0.139	6,035	BLOCK D LOT 19	0.185	8,061
BLOCK A LOT 18	0.139	6,068	BLOCK B LOT 15	0.151	6,571	BLOCK C LOT 6	0.110	4,800	BLOCK C LOT 24	0.110	4,800	BLOCK D LOT 2	0.158	6,875		•	•

	APPROVAL CEF	RTIFICATE	
Date:			
Chairman, Planning and Zoning Commission			
City of Lavon, Texas			
Approved for Construction:			
Date:			
Mayor, City of Lavon, Texas			
Accepted:			
Date:			
Mayor, City of Lavon, Texas			
The undersigned, the city secretary of the City of Lavon, an addition to the City of Lavon was 20 and the council, by formal action, then public places and water and sewer lines as shauthorized the mayor to note the acceptance with the council with the council way of day of	submitted to the and there accept nown and set forth thereof by signing	city council on the dedication in and upon said his or her name	e day of, of streets, alleys, parks, easements, d plat and said council further
whiteso my hand this day of	, ND, 20	·	
SURVEYOR'S CERTIFICATION KNOW ALL MEN BY THESE PRESENTS: That I, Sylviana Gunawan, do hereby certify that accurate survey of the land and that the corner model.	onuments shown th	nereon were prope	
accordance with the Subdivision regulations of the 0	City of Lavon, Texa	S.	
Sylviana Gunawan Registered Professional Land Surveyor No. 6461 Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Phone 972-335-3580	PRELIM THIS DOCUME NOT BE RECO ANY PURPO SHALL NOT BE VIEWED OF UPON AS A SURVEY DO	ENT SHALL RDED FOR DSE AND E USED OR R RELIED A FINAL	
STATE OF TEXAS § COUNTY OF COLLIN § BEFORE ME, the undersigned, a Notary Public in	and for The State	of Texas, on this	day personally appeared Sylviana Gunawar
known to me to be the person and officer whose ne executed the same for the purposes and considerate	ame is subscribed	to the foregoing in	strument, and acknowledged to me that she
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this the	day of	, 20
Notary Public, State of Texas			

This plat correctly presents the required easements and certifications equired by Bear Creek Special Utility District for this development. BEAR CREEK SPECIAL UTILITY DISTRICT NAME/TITLE:

THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BCSUD).

> KIMLEY-HORN AND ASSOC. INC. 13455 Noel Road, Suite 700

Email: Bryan.Moody@kimley-horn.com

KIMLEY-HORN AND ASSOC. INC. 6160 Warren Parkway, Suite 210

Contact: Sylviana Gunawan, R.P.L.S.

Email: Sylviana.Gunawan@kimley-horn.com

GRBK EDGEWOOD, LLC.

Plano, Texas 75093

Phone: 817-658-2112 Contact: Bobby Samuel

2805 Dallas Parkway., Suite 400

Dallas, Texas 75240 Tel. No. (972) 770-1300 Contact: Bryan Moody, P.E.

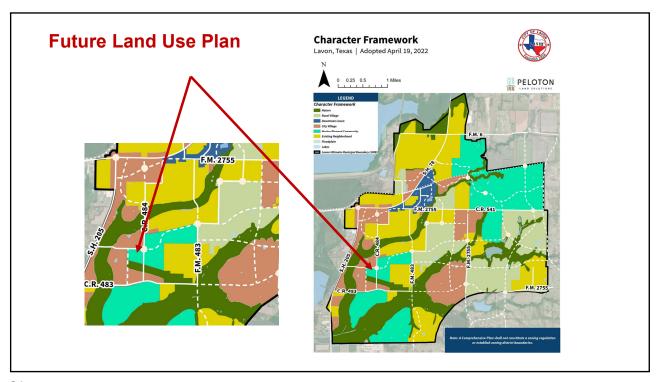
Frisco, Texas 75034

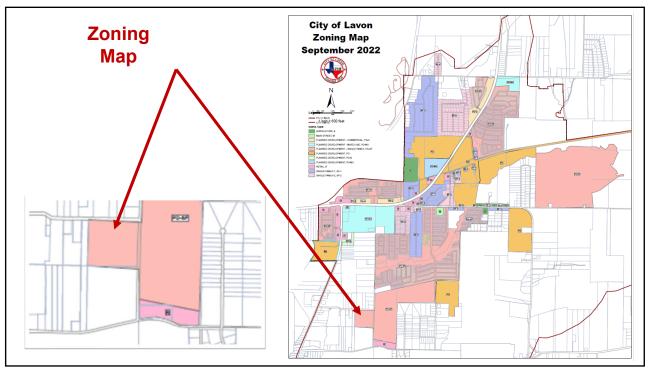
Tel. No. (972) 335-3580

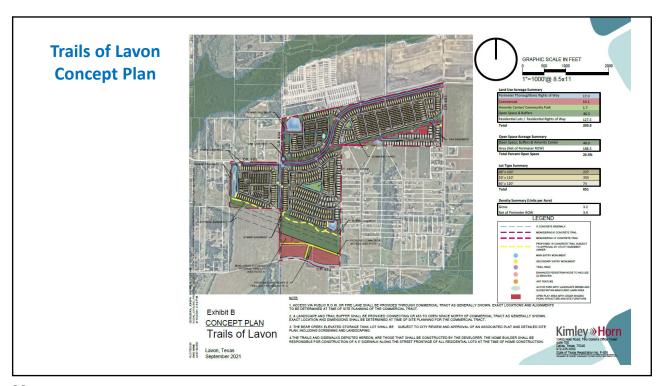
FINAL PLAT TRAILS OF LAVON, PHASE 2B **104 RESIDENTIAL LOTS** 3 OPEN SPACE LOTS

26.089 ACRES SITUATED IN THE D. ANGLIN SURVEY, ABSTRACT NO. 2 CITY OF LAVON, COLLIN COUNTY, TEXAS

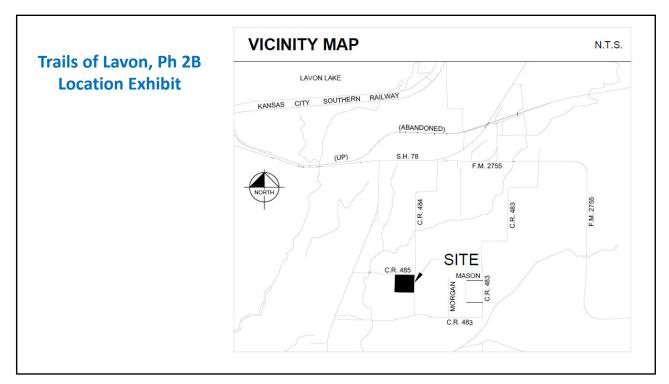
Kimley» Horn 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Tel. No. (972) 335-38 FIRM # 10193822					
<u>Scale</u>	<u>Drawn by</u>	Checked by	<u>Date</u>	<u>Project No.</u>	Sheet No.
N/A	CDS	KHA	Jan. 2023	061179320	2 OF 2
WNER/DEVELO Ileritage Homes of 840 Cypress Wat ballas, Texas 7609 hone: 972-580-63 contact: Steven C	f Texas, LLC ers Blvd. 92 302				





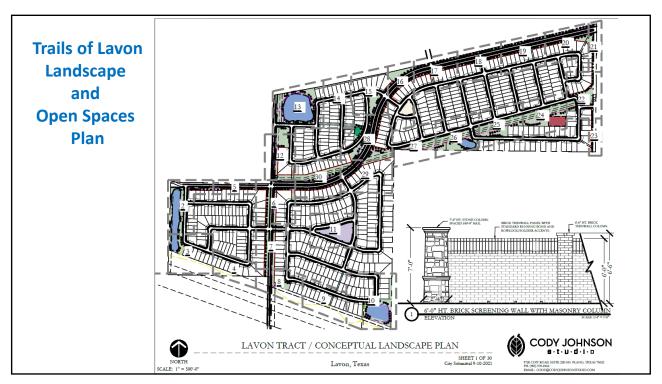


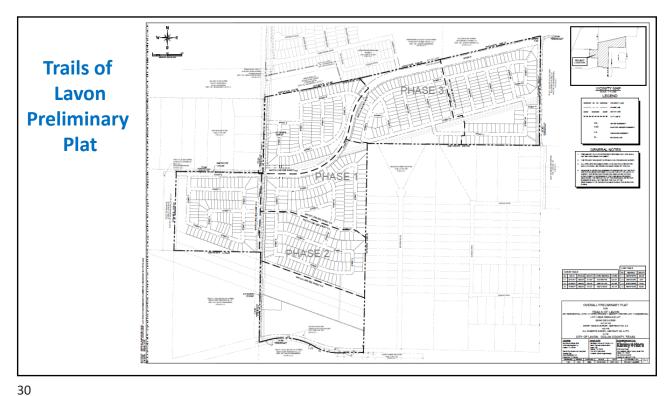
26



27







Traffic Impact Analysis

Lavon Tract Development

Lavon, Texas

February 17, 2022

Kimley-Horn and Associates, Inc. Dallas, Texas

Registered Firm F-928



Traffic Impact Analysis

Lavon Tract Development Lavon, Texas

Prepared by:

Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Tower, Suite 700
Dallas, Texas 75240
Registered Firm F-928

02/17/2022

Contact:

Hiron Fernando, P.E. Iman Rahim, E.I.T. 972-770-1300 May 17, 2021

Interim Revision: July 1, 2021 Final Submittal: February 17, 2022



TABLE OF CONTENTS

EXI	ECUTIVE SUMMARY	iii
l.	INTRODUCTION	1
A.	Purpose	1
B.	METHODOLOGY	1
II.	EXISTING AND FUTURE AREA CONDITIONS	3
A.	ROADWAY CHARACTERISTICS	3
В.	EXISTING STUDY AREA	3
C.	PROPOSED SITE IMPROVEMENTS	4
D.	EXISTING TRAFFIC VOLUMES	4
III.	PROJECT TRAFFIC CHARACTERISTICS	8
A.	SITE-GENERATED TRAFFIC	8
В.	TRIP DISTRIBUTION AND ASSIGNMENT	8
C.	OTHER DEVELOPMENT TRAFFIC MODELING	8
D.	DEVELOPMENT OF 2026 BACKGROUND TRAFFIC	9
E.	DEVELOPMENT OF 2026 TOTAL TRAFFIC	9
F.	DEVELOPMENT OF 2031 BACKGROUND AND TOTAL TRAFFIC	9
IV.	ALL-WAY STOP-CONTROL ANALYSIS	16
٧.	TRAFFIC OPERATIONS ANALYSIS	17
A.	Analysis Methodology	17
В.	Analysis Results	17
C.	2021 Existing Traffic Operations	20
D.	2026 BACKGROUND TRAFFIC OPERATIONS	20
E.	2026 BACKGROUND PLUS SITE-GENERATED TRAFFIC OPERATIONS	21
F.	2031 Background Traffic Operations	21
G.	2031 BACKGROUND PLUS SITE-GENERATED TRAFFIC OPERATIONS	22
Н.	SITE PROPORTIONALITY – STATE HIGHWAY 205 AND CR 485	22
I.	LINK VOLUME ANALYSIS	24
J.	RIGHT-TURN LANE ANALYSIS	25
K.	LEFT-TURN LANE ANALYSIS	26
VI.	CONCLUSIONS AND RECOMMENDATIONS	27
API	PENDIX A	29
A.	Analysis Methodology	29
В.	TRAFFIC COUNTS AND HISTORICAL DATA	30
C.	ALL-WAY STOP CONTROL WARRANT ANALYSIS	31
D.	LEFT-TURN LANE WARRANT ANALYSIS	32
E.	RIGHT-TURN LANE WARRANT ANALYSIS	33
F	SYNCHRO RESULTS	3/



LIST OF EXHIBITS

EXHIBIT 1: VICINITY MAP	2
EXHIBIT 2: CONCEPTUAL SITE PLAN	
EXHIBIT 3: LANE ASSIGNMENTS AND INTERSECTION CONTROL	6
EXHIBIT 4: 2021 EXISTING TRAFFIC VOLUMES	7
EXHIBIT 5: TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT	10
EXHIBIT 6: SITE-GENERATED TRAFFIC VOLUMES	11
EXHIBIT 7: 2026 BACKGROUND TRAFFIC VOLUMES	12
EXHIBIT 8: 2026 BACKGROUND PLUS-SITE GENERATED TRAFFIC VOLUMES	13
EXHIBIT 9: 2031 BACKGROUND TRAFFIC VOLUMES	14
EXHIBIT 10: 2031 BACKGROUND PLUS-SITE GENERATED TRAFFIC VOLUMES	15
LIST OF TABLES	
Table 1 – Trip Generation	8
Table 2 – Crestridge Meadows Trip Generation	9
TABLE 3 – TRAFFIC OPERATIONAL RESULTS – WEEKDAY AM PEAK HOUR	18
TABLE 4 – TRAFFIC OPERATIONAL RESULTS – WEEKDAY PM PEAK HOUR	19
TABLE 5 – SH 205 AND CR 485 BUILD OUT YEAR (2026) SITE PROPORTIONALITY	22
Table 6 – SH 205 and CR 485 Horizon Year (2031) Site Proportionality	
TABLE 7 – LINK OPERATIONAL RESULTS	
Table 8 – Driveway Left-Turn Lane Analysis	26
Tarle 9 – Level of Service Definitions	20



EXECUTIVE SUMMARY

The proposed Lavon Tract development is located in Lavon, Texas, east of State Highway 205 along CR 485. The site is proposed to be built with 653 single family residential homes. This study is intended to identify traffic generation characteristics and to identify potential traffic related impacts on the local street system.

The following existing intersections were selected to be part of this study:

- State Highway 78 at State Highway 205
- State Highway 205 at CR 485
- State Highway 205 at CR 483
- CR 485 at CR 484
- Main Street at Presidents Boulevard

The analysis also included the eight proposed driveways having access in and out of the site.

Traffic operations were analyzed at the study intersections for existing volumes, 2026 and 2031 background traffic volumes, and 2026 and 2031 background plus site-generated traffic volumes. The future years correspond to the expected buildout year of the site and a key future study year. Conditions were analyzed for the weekday AM and PM peak hours.

The background traffic conditions included existing traffic with compound growth rates, plus explicit modeling of the following development in the vicinity:

 Crestridge Meadows site, a development that will be located just north of the Lavon Tract development. Although construction has started for the development, the site is currently generating very little traffic and its expected trip generation from the remaining 582 single-family residential homes was considered in the study years.

The Lavon Tract development is expected to generate approximately 468 new weekday AM peak hour one-way vehicle trips and 615 new weekday PM peak hour one-way vehicle trips at buildout. The distribution of the site-generated traffic volumes onto the street system was based on the surrounding roadway network, existing traffic patterns, and the project's proposed access locations.

Analysis of the existing conditions showed the need for regional roadway network improvements. The planned widening of State Highway 205 will significantly improve traffic operations at State Highway 78 at State Highway 205 which is currently operating with heavy delay, specifically for the northbound approach. The delay is only expected to increase due to general traffic growth in the area and additional surrounding developments. Therefore, the additional capacity on State Highway 205 is necessary at this intersection to accommodate the heavy volumes. Building out State Highway 205 to its thoroughfare potential of a six-lane roadway could even further increase capacity. Signal timing adjustments, such as an increased cycle length and adjustments to the signal control type, could allow for a more optimal phasing



that is favorable for the northbound approach. As stated in the report, running the intersection as actuated-coordinated and updating the phase sequence, can give more time for the heavy northbound approach. Other signal timing adjustments such as modifications to the existing splits, can also potentially improve traffic. However, since the majority of the traffic at this intersection is existing, the need for these intersection improvements is not due to the Lavon Tract development.

The existing study stop-controlled approaches along State Highway 205 are also currently experiencing heavy delay due to the heavy northbound and southbound volumes on State Highway 205. It is expected that by 2026, without the Lavon Tract development, the westbound approaches of CR 485 and CR 483 will be operating at LOS F. State Highway 205 at CR 485 is expected to be a major intersection for not only the Lavon Tract development, but also the Crestridge Meadows development that is currently under construction. However, with the widening of State Highway 205, geometric improvements may be implemented at its intersection at CR 485. However, if no improvements are made, the City of Lavon should review the intersection for further improvements through Texas Department of Transportation (TxDOT) to help mitigate the expected delay. Similarly, Main Street at Presidents Boulevard is currently experiencing heavy delay for the stop-controlled northbound approach, specifically in the AM peak hour. However, in the PM peak hour, the northbound approach operates with minimal delay which indicates that for the majority of the day, the intersection is expected to operate well.

The proposed site driveways provide the appropriate level of access for the development. All eight of the site driveways are expected to operate at LOS C or better after the full build-out of the site.

Based on the analysis presented in this report, the proposed Lavon Tract development, located in Lavon, Texas, can be successfully incorporated into the surrounding roadway network provided the site-specific recommendations made in this report are considered.

The following site-specific modification to the roadway network is recommended as part of the Lavon Tract development:

Installation of an All-Way Stop Control (AWSC) at CR 485 and CR 484

The following modifications to the external roadway network should be considered at a regional level to help improve traffic operations in the vicinity of the development:

- Signal timing adjustments at State Highway 78 and State Highway 205
- Addition of an exclusive through lane at State Highway 78 and State Highway 205 to support signal timing improvements
- Intersection improvements at State Highway 205 and CR 485



I. INTRODUCTION

Α. **Purpose**

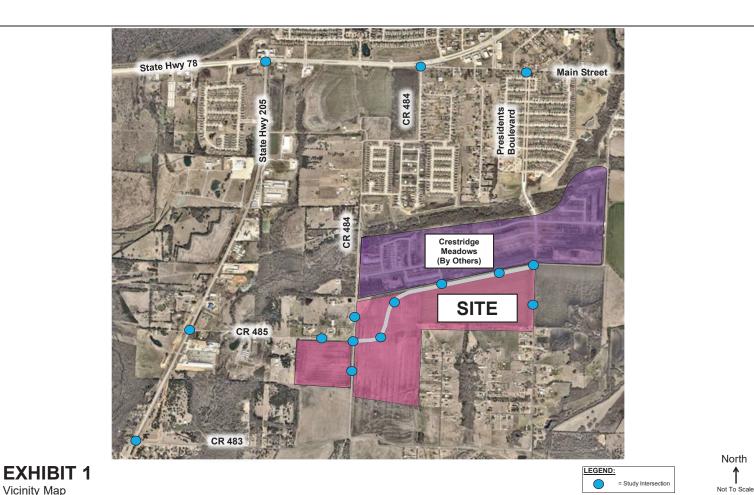
Kimley-Horn was retained to conduct a Traffic Impact Analysis (TIA) of future traffic conditions associated with the development of the Lavon Tract site. A site vicinity map is provided as Exhibit 1. Exhibit 2 shows the proposed conceptual site plan. This study is intended to identify traffic generation characteristics and to identify potential traffic related impacts on the local street system.

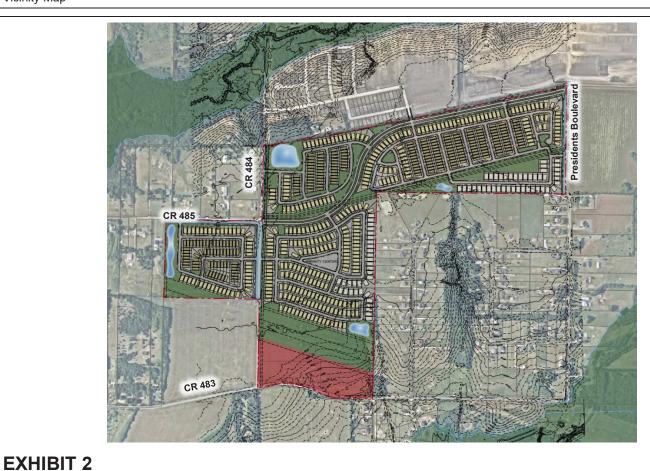
B. Methodology

Traffic operations were analyzed at the study intersections for AM and PM peak hours for the following scenarios:

- 2021 existing traffic
- 2026 background traffic
- 2026 background plus site traffic
- 2031 background traffic
- 2031 background plus site traffic

The capacity analyses were conducted using the SynchroTM software package and its associated Intersection reports for signalized intersections and Highway Capacity Manual reports for unsignalized intersections.







Conceptual Site Plan

Vicinity Map

North Not To Scale



February 23, 2023

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

Re: Trails of Lavon Phase 2B, 104 residential lots, 3 tracts, 26.089 Acres Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Final Plat dated January 25, 2023 and Civil Construction Plans dated January 31, 2023 as prepared by Kimley-Horn and Assoc. Inc. for the above referenced property located west of Trails of Lavon Phase 1 at the southeast corner of CR 484 and CR 485. Our comments are as follows:

FINAL PLAT

- 1. The referenced Abstract does not appear to be correct.
- 2. Prior to signing the Plat, the filing information for other phases should be included prior to signatures.
- 3. The City Approval Certificate should reference Phase 2B.

CIVIL PLANS

- 4. Grading Plans Note 3 reference the wall design to be by others. A copy of these plans and calculations should be submitted to the City.
- 5. Drainage Plans Inlet X-2 has carryover to Inlet B-1. Inlet B-1 is not shown on the plan sheets. This should be shown to verify drainage. Any carryover greater than 1.0 cfs that crosses a paved area should include depth of water (100-year).
- 6. Sheet C-25 A additional fore hydrant should be located mid-block on Sunflower Rd. to meet the residential maximum 600' hydrant spacing requirement.
- 7. Sheet C-26 In the General Notes, there is a reference to the NTMWD easement. Please verify where this is located or if notes are applicable.
- 8. Sheet C-29 A street light should be installed at the River Lane/CR 484 intersection. Since this is a residential street connecting to a future divided road, a street light will be required on either side of CR 484 (2 total for intersection).
- 9. Sheet C-29 A note should be added that a street light will be required at all gang mailbox locations.
- 10. Sheet C-30 Will ramps be constructed at River Lane/CR 484 intersection?
- 11. Sheet C-30 The trail along CR 485 and along the southern area should be shown.

Ms. Kim Dobbs Trails of Lavon Phase 2B – Final Plat February 23, 2023 Page 2 of 2

- 12. Sheet C-30 The 5' sidewalk between lots 14 & 15, Block B, should be shown.
- 13. Sheet C-32 Detail CE should include a note that crushed concrete is not allowed.

This concludes our review of the above referenced Final Plat and Civil Construction Plans. **We recommend APPROVAL of the Final Plat by the P&Z, subject to satisfactorily addressing the comments above.** Plan modifications should be provided prior to City Council consideration. A copy of the applicable sheets with markups, is attached for your use. These sheets should be considered typical in nature and NOT be considered a comprehensive markup set.

In addition, the City requests an exhibit that details placement and features of required trails, sidewalks, landscaping, monuments, green/open space, enhanced crosswalks, logo columns, brick thin screening wall, art features, enhanced pedestrian nodes, and Lake Connector Corridor elements for zoning and development agreement compliance review.

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

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

Sincerely,

Mark D. Hill or

Mark D. Hill, P.E.

Consulting City Engineer

Attachments

Cc: David Carter, Mike Jones, Danny Anthony, Matt Policano, Bryan Moody, PE

F:\17024 - LAV General Servies\9 - Review\Trails of Lavon\Phase 2B\Trails Lavon Ph 2B - Final Plat - Rev 0.docx



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - F</u>

Item:

Discussion and action regarding the replat of the Community ISD Elementary Addition recorded in 2008 consisting of one 12-acre lot developed for NeSmith Elementary School to adjust easements and access located at 801 Presidents Blvd., Lavon, Collin County, Texas (CCAD Property ID 2644232).

Application Information

Owner(s): Community Independent School District (CISD)

Applicant: TNP, Inc.

Location: 801 Presidents Blvd., Lavon, TX

Description: Community ISD Elementary Addition, Block 1, Lot 1

Lavon, Collin County, Texas

Current Zoning: Planned Development (PD)

Request: Replat to adjust easements and access

Request Details

The applicant is seeking approval of a replat of Block 1, Lot 1 to adjust easements and access. The property is developed with NeSmith Elementary School. CISD is undertaking a project to remodel and add an addition to the existing structure that necessitates relocation of certain easements and potentially access points.

Excerpts:

TEXAS LOCAL GOVERNMENT CODE § 212.016 AMENDING PLAT

- (a) The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:
 - (9) to relocate one or more lot lines between one or more adjacent lots if:(A) the owners of all those lots join in the application for amending the plat;

- (B) the amendment does not attempt to remove recorded covenants or restrictions; and
- (C) the amendment does not increase the number of lots;
- (b) Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

The proposed replat conforms to the zoning of the property and generally meets the technical requirements and subdivision regulations.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF THE REPLAT OF THE COMMUNITY ISD ELEMENTARY ADDITION RECORDED IN 2008 CONSISTING OF ONE 12-ACRE LOT DEVELOPED FOR NESMITH ELEMENTARY SCHOOL TO ADJUST EASEMENTS AND ACCESS LOCATED AT 801 PRESIDENTS BLVD., LAVON, COLLIN COUNTY, TEXAS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE CITY ENGINEER.

MOTION MADE: NABORS SECONDED: COX

APPROVED: UNANIMOUS

Staff Notes:

The proposed replat has been reviewed by staff and the City Engineer. Approval is recommended subject to the City Engineer's final review and approval.

Attachments: 1. Application and Replat

2. Location Exhibits

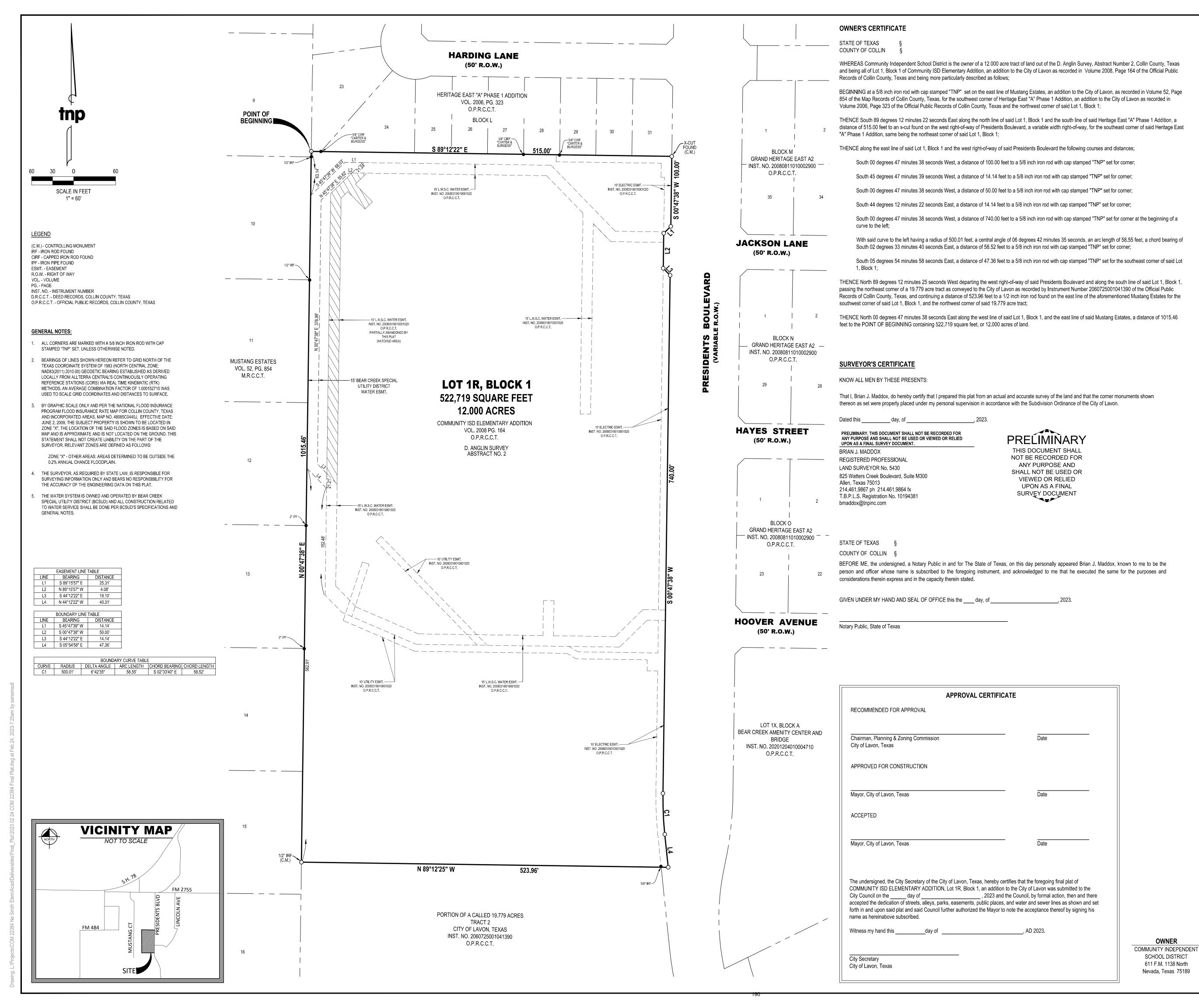
3. Engineers' Correspondence

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

PLAT APPLICATION

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

c	Company Making Sub	mission		Property Owner					
Name: TN	P, Inc.		Name: Co	Name: Community ISD					
Address: 52	37 N. Riverside Drive,	Ste. 100	Address: 6	Address: 611 FM 1138 North					
City/State/Zip:	Fort Worth, TX 7613	37	City/State/Zip:	City/State/Zip: Nevada, TX 75173					
Phone #: 81	7-336-5773 Fa	ах	— Phone # 97	2-843-6000 Fax #	<i>‡</i>				
Authorized Perso		nese	Authorized Per	Son: Dr. Tonya Knowlto	on / Julie Sands				
Туре	of Submission	Date		Check List of Items Su	ubmitted				
☐ Preliminary P	lat		X (two)	full size sets of plats (24x3	36)				
☐ Final Plat			X (two)	full size construction sets	(24x36)				
☐ Re-Submittal			☐ (one)	half size sets of plats (11x	(17)				
☐ Construction	Plans		☐ (ten)	half size sets of plats with	final submission (11x17)				
☑ Other Rep	olat		☐ (one)	PDF plats (on separate C	D's)				
			☐ (one)	PDF construction plans (c	an be included on plat CD				
			Pricing						
Preliminary Plat:	C*D*	\$500.00 plus \$5.00 p	per lot (Plus engineer re	view costs)					
Final Plat: C*D*		\$500.00 plus \$5.00 p	per lot plus \$50.00 filing	fee (Plus engineer review	costs)				
Re-Plat: C*D*		\$325.00 plus \$5.00 p	per lot plus \$50.00 filing	plus \$50.00 filing fee (Plus engineer review costs)					
C* Costs shall inclined D* A deposit of \$50 deposit not used since E* An estimate of the due before any NOTICE TO application as	ude the actual costs to the 00.00 shall be required to hall be refunded after the the testing and inspection construction may begin, on APPLICANT: and on any subm	e City plus a 10 percent ac cover engineers review, v engineer's recommendation shall be made at the time with additional costs to be Any approval winitted plats. It is	with additional costs to be lon. of the engineers review of billed when the costs are in the believed base subject to the pro	es shall be in addition to the poilled upon engineers recomm construction plans and a depnourred. Ed on the information is suitable and require					
	and/or plans subr				•				
Authorized Repres Philip C. Var	entative (Printed Name)	Authorized Representat			Date: 2/2/2023				
Fillip C. Val	ugnese	To be	completed by the City	Tayofra-					
In Takers Name:		10 20	oomplotod by the only						
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:				
☐ Accepted	☐ Approved	□Approved	□Approved						
Rejected	Rejected	Rejected	Rejected	**					
Comments:			<u>.</u>	<u>, </u>					



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT the COMMUNITY INDEPENDENT SCHOOL DISTRICT acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein described property as COMMUNITY ISD ELEMENTARY ADDITION, Lot 1R, Block 1, an addition to the City of Lavon, Texas and does hereby dedicate to the public use, including the use by Bear Creek Special Utility District (BCSUD), forever, the streets and easements shown hereon. COMMUNITY INDEPENDENT SCHOOL DISTRICT, does hereby certify the following:

1. The streets, alleys and rights of ways are dedicated to the City of Lavon for street and alley purposes.

2. All public improvements and dedications shall be free and clear of all debts, liens, and/or encumbrances.

3. The easements and public use areas, as shown are dedicated for the public use, including specifically for the City of Lavon or Bear Creek Special Utility District, forever for the purposes indicated on the plat.

4.No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the

5.The City of Lavon and Bear Creek Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.

6.Utility easements may also be used for the mutual accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public, the City of Lavon and Bear Creek Special Utility District.

7. The City of Lavon, Bear Creek Special Utility District, and public utilities shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.

8. The City of Lavon, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

9. All modifications lo this document shall be by means of plat and approved by the City of Lavon unless said modifications pertain to Bear Creek Special Utility District facilities, at which time Bear Creek Special Utility District shall also review and

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

WITNESS, my hand, this theday of	, 2023
BY: COMMUNITY INDEPENDENT SCHOOL DISTRICT	
Authorized Signature	
Printed Name and Title	

STATE OF TEXAS

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein express and in the capacity therein stated.

/EN UNDER MY HAND AND SEAL OF OFFICE this the	day, of _	, 2023.
•		

Notary Public, State of Texas

BEAR CREEK SPECIAL UTILITY DISTRICT APPROVAL CERTIFICATE						
This plat correctly presents the required easements and certificati (BCSUD) for this development.	ions required by Bear Creek Special Utility District					
"RECOMMENDED FOR APPROVAL"						
Bear Creek SUD, Lavon, Texas	 Date					
Bear Creek SUD, Lavon, Texas Name:	Date					

FINAL PLAT COMMUNITY ISD ELEMENTARY ADDITION LOT 1R, BLOCK 1

522,719 SQUARE FEET 12.000 ACRES

SITUATED IN THE D.ANGLIN SURVEY, ABSTRACT NO. 2, CITY OF LAVON, COLLIN COUNTY, TEXAS

BEING A REPLAT OF LOT 1. BLOCK 1 COMMUNITY ISD ELEMENTARY ADDITION AS RECORDED IN VOL. 2008, PG. 164

PROJECT INFORMATION Project No.: COM 22384 Date: February 24, 2023 Drawn By: SA

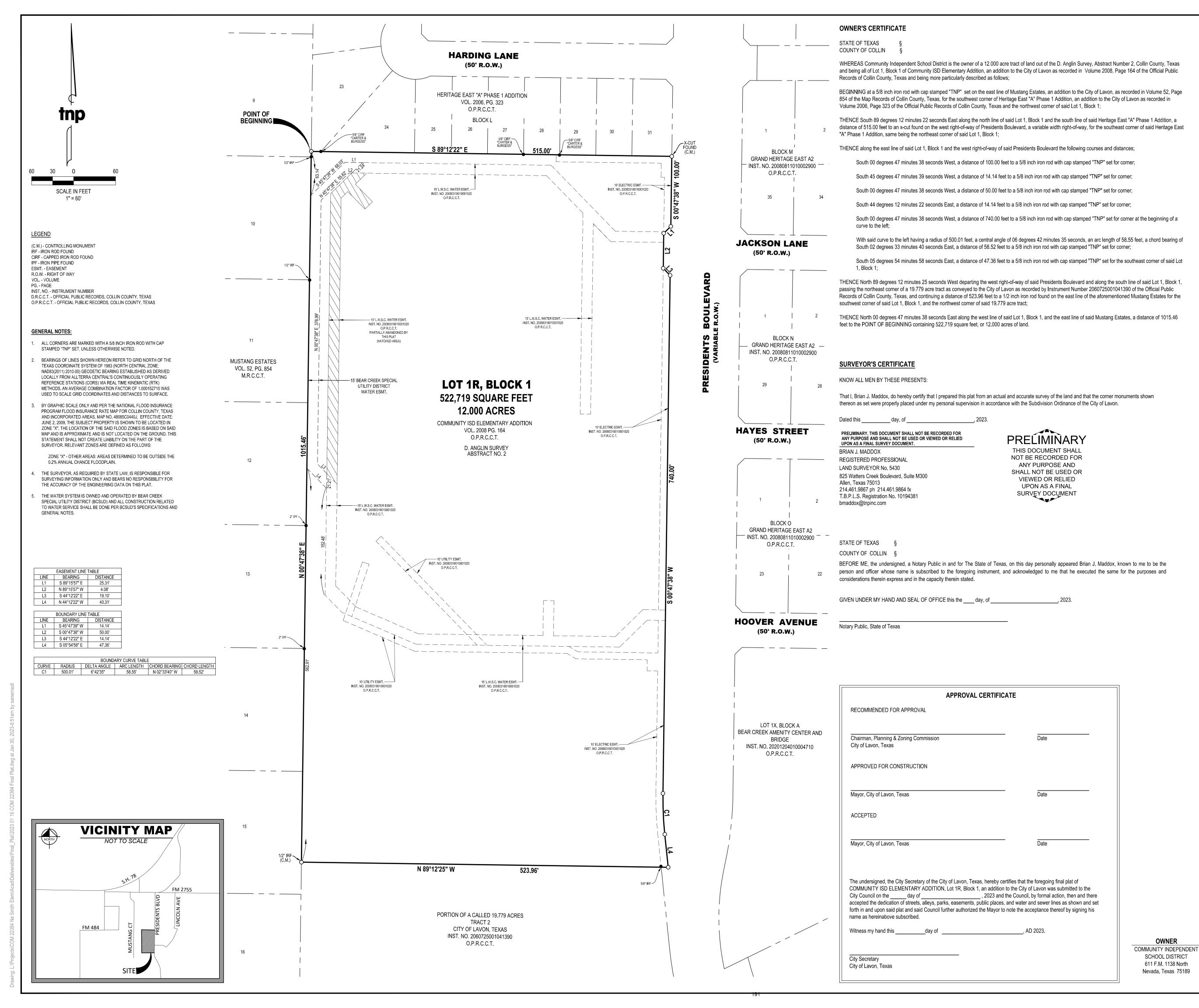


OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS TEAGUE NALL & PERKINS, INC. 825 Watters Creek Boulevard, Suite M300 Allen, Texas 75013 214.461.9867 ph 214.461.9864 fx T.B.P.L.S. Registration No. 10194381

www.tnpinc.com

SHEET 1 of 1

Scale: 1"=60'



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT the COMMUNITY INDEPENDENT SCHOOL DISTRICT acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein described property as COMMUNITY ISD ELEMENTARY ADDITION, Lot 1R, Block 1, an addition to the City of Lavon, Texas and does hereby dedicate to the public use, including the use by Bear Creek Special Utility District (BCSUD), forever, the streets and easements shown hereon. COMMUNITY INDEPENDENT SCHOOL DISTRICT, does hereby certify the following:

1. The streets, alleys and rights of ways are dedicated to the City of Lavon for street and alley purposes.

2. All public improvements and dedications shall be free and clear of all debts, liens, and/or encumbrances.

3. The easements and public use areas, as shown are dedicated for the public use, including specifically for the City of Lavon or Bear Creek Special Utility District, forever for the purposes indicated on the plat.

4.No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the

5. The City of Lavon and Bear Creek Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.

6. Utility easements may also be used for the mutual accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public, the City of Lavon and Bear Creek Special Utility District.

7. The City of Lavon, Bear Creek Special Utility District, and public utilities shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.

8. The City of Lavon, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

9. All modifications lo this document shall be by means of plat and approved by the City of Lavon unless said modifications pertain to Bear Creek Special Utility District facilities, at which time Bear Creek Special Utility District shall also review and

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

WITNESS, my hand, this theday of	, 2023.
BY: COMMUNITY INDEPENDENT SCHOOL DISTRICT	
Authorized Signature	
Printed Name and Title	

STATE OF TEXAS

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _______, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein express and in the capacity therein stated.

EN UNDER MY HAND AND SEAL OF OFFICE this the $_$	day, of	, 2023.

Notary Public, State of Texas

BEAR CREEK SPECIAL UTILITY DISTRICT APPROVAL CERTIFICATE This plat correctly presents the required easements and certifications required by Bear Creek Special Utility District (BCSUD) for this development. "RECOMMENDED FOR APPROVAL" Bear Creek SUD, Lavon, Texas Date Name: Title:

FINAL PLAT COMMUNITY ISD ELEMENTARY ADDITION LOT 1R, BLOCK 1

522,719 SQUARE FEET OR 12.000 ACRES

SITUATED IN THE D.ANGLIN SURVEY, ABSTRACT NO. 2, CITY OF LAVON, COLLIN COUNTY, TEXAS

BEING A REPLAT OF LOT 1, BLOCK 1 COMMUNITY ISD ELEMENTARY ADDITION AS RECORDED IN VOL. 2008, PG. 164 OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

PROJECT INFORMATION
Project No.: COM 22384
Date: January 13, 2023
Drawn By: SA



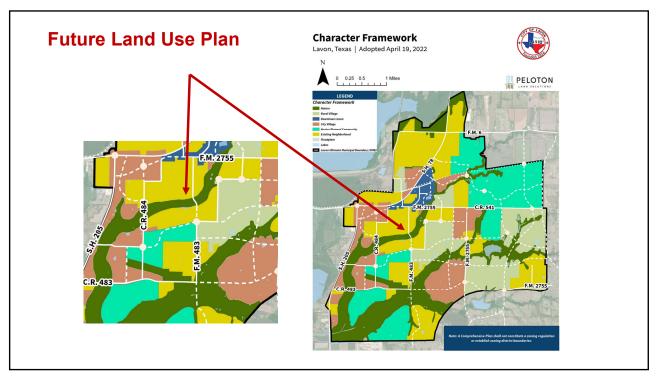
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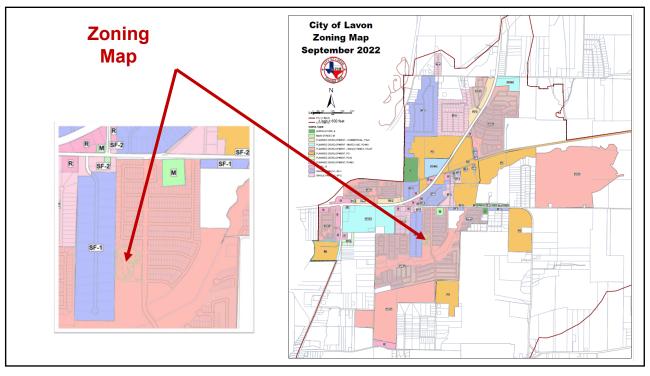
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381

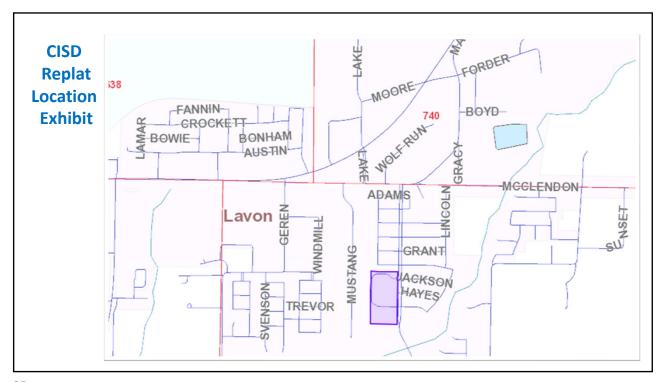
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SHEET 1 of 1

Scale: 1"=60'









36

City of Lavon, Collin County, Texas, and being all of a 12.000 acre tract recorded in County Clerk's File No. 2006—07250016 270, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron found for corner at the northwest corner of said 12.000 acre tract, said point also being the southwest corner of Heritage East "A", Phase I, an addition to the City of Lavon as recorded in Cabinet 2006, Page 323, Plat Records of Collin County, Texas, said point also being in the east line of Mustang Estates, an addition to the City of Lavon as recorded in Volume 52, Page 854, Plat Records of Collin County, Texas;

THENCE S87'46'45"E, with the south line of Heritage East "A", Phase I, a distance of 515.00 feet to a 1/2" capped iron found for corner; THENCE S02"13'15"W, a distance of 100.00 feet to a 1/2" capped iron found for corner:

THENCE S47"13"16"W, a distance of 14.14 feet to a 1/2" capped iron found for corner;

THENCE S02"13'15"W, a distance of 50.00 feet to a 1/2" capped iron

THENCE S42*46'45"E, a distance of 14.14 feet to a 1/2" capped iron

THENCE S02"13'15"W, a distance of 740.00 feet to a 1/2" capped iron found for corner and the beginning of a curve to the left having a central angle of 06'42'35", a radius of 500.01 feet, a tangent length of 29.31 feet, and a chord bearing S01°08'03"E, 58.52 feet;

THENCE in a southerly direction along said curve to the left, an arc distance of 58.55 feet to a 1/2" capped iron found for corner and the end of said curve;

THENCE S04'29'21"E, a "stance of 47.36 feet to a 1/2" capped iron found for corner;

THENCE N87'46'48"W, passing at 10.07 feet the northwest corner of a 19.779 acre tract as conveyed to the City of Lavon and recorded in County Clerk's File No. 2006 - 725001041390, and continuing in all a total distance of 523.96 feet to a 1/2" capped iron found for corner in the aforementioned east line of Mustang Estates;

THENCE NO2*13*15"E, with the easy to of Mustang Estates, a distance of 1015.46 feet to the POINT OF ECONNING and CONTAINING 12.001 acres of land.

above described property as Community ISD Elementary Addition, an addition to the City of Lavon, Texas, and does hereby dedicate to the Lavon Water Supply Corporation (the Corporation) the easements shown on the plat for the purposes as indicated to the Corporation's exclusive use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or place upon, over or across the easements of said

Witness my hand at Newada, Texas, this the Alay of March Dulam

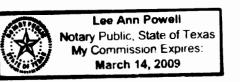
STATE OF TEXAS

Community Independent School District

COUNTY OF COLLIN BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared way way and the state of the st known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and under

oath stated the statements in the foregoing instrument are true. GIVEN under my hand and seal of office this the day of March





"Approved for Construction" nama Markin Mayor, City of Lavon, Texas

City of Lavon, Texas

City of Lavon, Texas

his name as herein subscribed.

City of Lavon, Texas

"Accepted" Morma Martin March 4, 2008 Mayor, City of Lavon, Texas

The undersigned, the City Secretary of the City of Lavon, Texas, hereby certifies that the foregoing final plat of Community ISD Elementary Addition to the City of Lavon was submitted to the City Council on the 4 day of 2008, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, public places, and sewer lines as shown and set forth in and upon said plat, and said Council further authorized the mayor to note the acceptance thereof by signing

WITNESS my hand this the 6th day of March, 2008. City Secretary

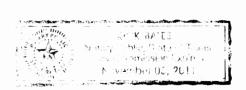
State of Texas, do hereby certify that the subdivision plat shown hereon accurately represents the described property as determined by a survey made on the ground under my direction and supervision, and upon completion of construction, 1/2" iron rods capped "RPLS 4613" will be set at subdivision boundary corners and points of curve along dedicated rights of way. X cuts will be set at centerline intersections. The majorners or marks set or found are sufficient to

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David J. Surdukan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and under oath stated the statements in the foregoing instrument are true.

GIVEN under my hand and seal of office, this the 4th day of Morch





BASIS OF BEARINGS:

The bearings shown are based on State Plane NAD 83 coordinates as established using RTK Method based off of Western Data RTK Network



FROM: 6002-003-1350-1 FROM: FROM: FROM: **YEAR 2009**

S9554

Site

FINAL PLAT

COMMUNITY ISD ELEMENTARY ADDITION

LOT 1, BLOCK A

Situated In The

DRURY ANGLIN SURVEY ~ ABST. 2

LAVON, COLLIN COUNTY, TEXAS

<u>Owner</u>

Community Independent School District 615 FM 1138 North Nevada, Texas 75189 Telephone 972 843-2535

<u>Engineer</u>

RLK Engineering, Inc. 111 West Main Street Allen, Texas 75013 Telephone 972 359-1733

Surveyor

Surdukan Surveying, Inc. 1971 University Business Drive, Suite 102 McKinney, Texas 75071 Telephone 972 542-1446 March 4, 2008



engineers surveyors landscape architects

TEXAS

FORT WORTH DENTON ALLEN HEATH KATY

GEORGIA BLAIRSVILLE

Memorandum

To: Kim Dobbs

From: Philip C. Varughese, P.E.

Date: February 28, 2023

RE: NeSmith Elementary School Addition & Renovation, 1 Lot, 12.00 Acres Replat

This memo is in response to the Replat comments with the Civil packages for Community ISD.

Replat

5. In the legend, "D.R.C.C.T" does not appear to have the correct definition. This should be verified.

Response: Addressed

6. The chord bearing data for the curve are different in the table and the written description.

Response: Addressed

Civil Plans

7. Sheet C1.06 – there is a curb inlet removal note that does not appear to be correct.

Response: Addressed

8. Sheets C1.10 & C1.29 – the median and striping on Presidents Blvd should be shown. Any modification should be shown.

Response: Addressed

9. The Engineer should provide information regarding use of Drive A and any queuing or other impact to President's Blvd.

Response: A queuing study is being prepared for the project.

10. Sheets C1.12 & C1.13 – there appears to be key notes missing.

Response: These are Coordinate Control Points. See Sheet C1.11 – Overall Dimensional Control Plan for Coordinate Control Table.

11. Sheet C1.12 – the existing driveway along the west side of the property will be removed. A cul-de-sac will be constructed on the north side of the building and a "T" style turnaround on the south side of the building. Both of these appear to meet Appendix D of the fire code. We recommend the Engineer provide additional dimensions to verify conformance with Appendix D.

Response: Addressed

12. Sheet C1.28 – the hatch for the turnaround on the south side does not match the legend.

Response: Addressed

13. Sheet C1.29 – the connection of Drive 'A' to Presidents Blvd should utilize a horizontal curb cut to maintain the gutter flowline.

Response: Addressed

14. Sheet C1.30 – the stabilized construction exit should be modified to meet City Standards.

Response: Addressed

15. Sheet C1.34 – the embedment detail should be modified to meet City Standards.

Response: This detail is for private construction. There are no public sewer lines proposed onsite.



February 22, 2023

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

Re: NeSmith Elementary School Addition & Renovation, 1 lot, 12.00 Acres Replat

Dear Ms. Dobbs:

As requested, we have reviewed the Replat dated January 13, 2023 and Civil Construction Plans dated January 20, 2023 as prepared by Teague, Nall & Perkins, Inc. for the above referenced property located at 801 Presidents Blvd. Our comments are as follows:

GENERAL

- 1. The project consist of addition/renovation of the existing building on the west side of the property.
- 2. The Replat consists of abandonment of a portion of an existing water easement and adding a new water easement to accommodate a relocated waterline.
- 3. Storm water pipe is to be relocated and the sanitary sewer service is to be extended. These are not public improvements.
- 4. A new driveway is proposed near the south end of the property.

REPLAT

- 5. In the Legend, "D.R.C.C.T" does not appear to have the correct definition. This should be verified.
- 6. The chord bearing data for the curve are different in the table and the written description.

CIVIL PLANS

- 7. Sheet C1.06 There is a curb inlet removal note that does not appear to be correct.
- 8. Sheets C1.10 & C1.29 The median and striping on Presidents Blvd should be shown. Any modifications should be shown.
- 9. The Engineer should provide information regarding use of Drive A and any queuing or other impact to Presidents Blvd.
- 10. Sheets C1.12 & C1.13 There appears to be key notes missing.
- 11. Sheet C1.12 The existing driveway along the west side of the property will be removed. A cul-de-sac will be constructed on the north side of the building and a "T" style turnaround on the south side of the building. Both of these appear to meet Appendix D of the fire code. We recommend the Engineer provide additional dimensions to verify conformance with Appendix D.

Ms. Kim Dobbs
NeSmith Elementary School Addition & Renovation – Replat
February 22, 2023
Page 2 of 2

- 12. Sheet C1.28 The hatch for the turnaround on the south side does not match the legend.
- 13. Sheet C1.29 The connection of Drive A to Presidents Blvd. Should utilize a horizontal curb cut to maintain the gutter flowline.
- 14. Sheet C1.30 The stabilized construction exit should be modified to meet City Standards.
- 15. Sheet C1.34 The embedment detail should be modified to meet City Standards.

This concludes our review of the above referenced Replat and Civil Construction Plans. A copy of the applicable sheets with markups, is attached for your use. These sheets should be considered typical in nature and NOT be considered a comprehensive markup set. **We recommend APPROVAL of the Replat by the P&Z.** All comments should be satisfactorily addressed prior to consideration by City Council.

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

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

Sincerely,

FREEMAN-MILLICAN, INC.

Mark D. Hill, P.E.

Consulting City Engineer

Attachments

Cc: David Carter, Mike Jones, Danny Anthony, Matt Policano, Philip Varughese, PE

F:\17024 - LAV General Servies\9 - Review\NESmith School Addition\\2023 Addition\\NeSmith Addition - Replat - Rev 0.docx



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - G</u>

Item:

Discussion and action regarding a revision of the approved preliminary plat of the Elevon, Section 1, Phase 3 and Phase 4 Addition consisting of 443 residential lots, 16 open spaces and a school site on 141.311 acres situated south of the Elevon Section 1, Phases 1 and 2 Additions and east of the LakePointe Addition in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas (CCAD Property ID 2829214).

Application Information

Owner(s): MA Lavon 292, LLC

Applicant: D.R. Horton-Texas, LTD

Location: Southeast of the intersection of SH 78 and FM 6, east of the LakePointe Addition and

north of the NETEX right of way

Description: Samuel M. Rainer Survey, Abstract No. 740

CCAD Property ID 2829214

Collin County, Texas (141.311 acres)

Part of the Abston Hills Municipal Utility District No. 1A

Current Zoning: None; the property is in the extraterritorial jurisdiction (ETJ) of the City of Lavon.

Request: Revision of Preliminary Plat

Request Details

The preliminary plat of the Elevon, Section 1, Phase 3 and Phase 4 (formerly Abston Hills) was approved on August 3, 2021. The applicant is seeking approval of a revision of the preliminary plat for the Elevon, Section 1, Phase 3 and Phase 4 addition to provide for the location of an elementary school site in Phase 3.

Carving out a school site results in a decrease in the total number of lots from 472 to 443 and an increase in the number of open space lots from 13 to 16. More specifically, the proposed revision affects the lot types as follows:

Lot Size	Existing	Proposed		
	Preliminary	Preliminary		
	Plat	Plat		
40'	40	112		
50'	139	63		
60'	25	0		
TOTAL	204	175		

The City of Lavon has authority for the review and approval of the plats of property in the City's ETJ pursuant to an agreement with Collin County. There are no zoning regulations in the ETJ with which the plat is required to comply.

The preliminary plat conforms to the Future Land Use Plan.

Code Excerpts:

TEXAS LOCAL GOVERNMENT CODE § 212.004. PLAT REQUIRED

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

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF THE REVISION OF THE APPROVED PRELIMINARY PLAT OF THE ELEVON, SECTION 1, PHASE 3 AND PHASE 4 ADDITION CONSISTING OF 443 RESIDENTIAL LOTS, 16 OPEN SPACES AND A SCHOOL SITE ON 141.311 ACRES SITUATED SOUTH OF THE ELEVON SECTION 1, PHASES 1 AND 2 ADDITIONS AND EAST OF THE LAKEPOINTE ADDITION IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE CITY ENGINEER.

MOTION MADE: NABORS SECONDED: COX

APPROVED: UNANIMOUS

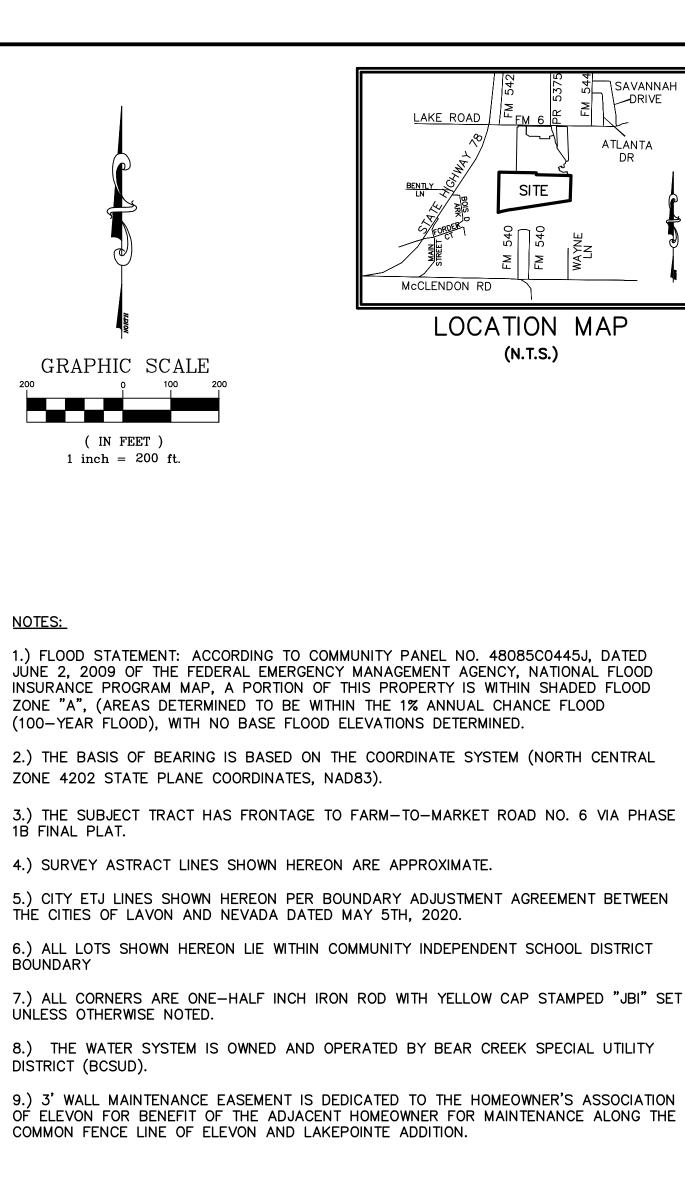
Staff Notes

Approval is recommended subject to the City Engineer's final review and approval.

Attachments:

- Revised Preliminary Plat
 Location Exhibits
- 3. City Engineer correspondence

(N.T.S.)





NTMWD NOTES:

THE NTMWD EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES SUCH AS FOUNDATIONS, WALLS, POOLS AND PERMANENT STORAGE BUILDINGS. ITEMS SUCH AS DRIVEWAYS, FENCES/ POSTS NO DEEPER THAN TWO FEET BELOW ORIGINAL GROUND, SPINKLER SYSTEMS AND NORMAL LANDSCAPING PLANS/ (NO TREES) THAT ENCROACH ON THE NTMWD EASEMENTS ARE ALLOWED. HOWEVER, THE NTMWD ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM THE NEED TO REPAIR OR MAINTAIN THE NTMWD PIPELINES. FUTHER, ANY COST FOR REPAIR FOR DAMAGE TO THE PIPELINES RESULTING FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR OR OWNER WILL BE THE RESPONSIBILITY OF THE DEVELOPER, CONTRACTOR OR OWNER.

PRELIMINARY PLAT ELEVON PHASES 3 AND 4

443 RESIDENTIAL LOTS 16 OPEN SPACE LOTS 459 TOTAL LOTS PART OF ABSTON HILLS MUNICIPAL UTILITY DISTRICT NO. 1A

BEING 141.311 ACRES OUT OF THE SAMUEL M. RANIER SURVEY, ABSTRACT NO. 740, CITY OF LAVON ETJ, COLLIN COUNTY, TEXÁS

MA LAVON 292, LLC

OWNER

2121 Midway Road, Suite 240 Carrollton, Texas 75006

(972) 715-5449

D.R. HORTON-TEXAS, LTD APPLICANT/DEVELOPER (214) 607-4244 4306 Miller Road, Suite A (817) 928-6139 FAX Rowlett, Texas 75008

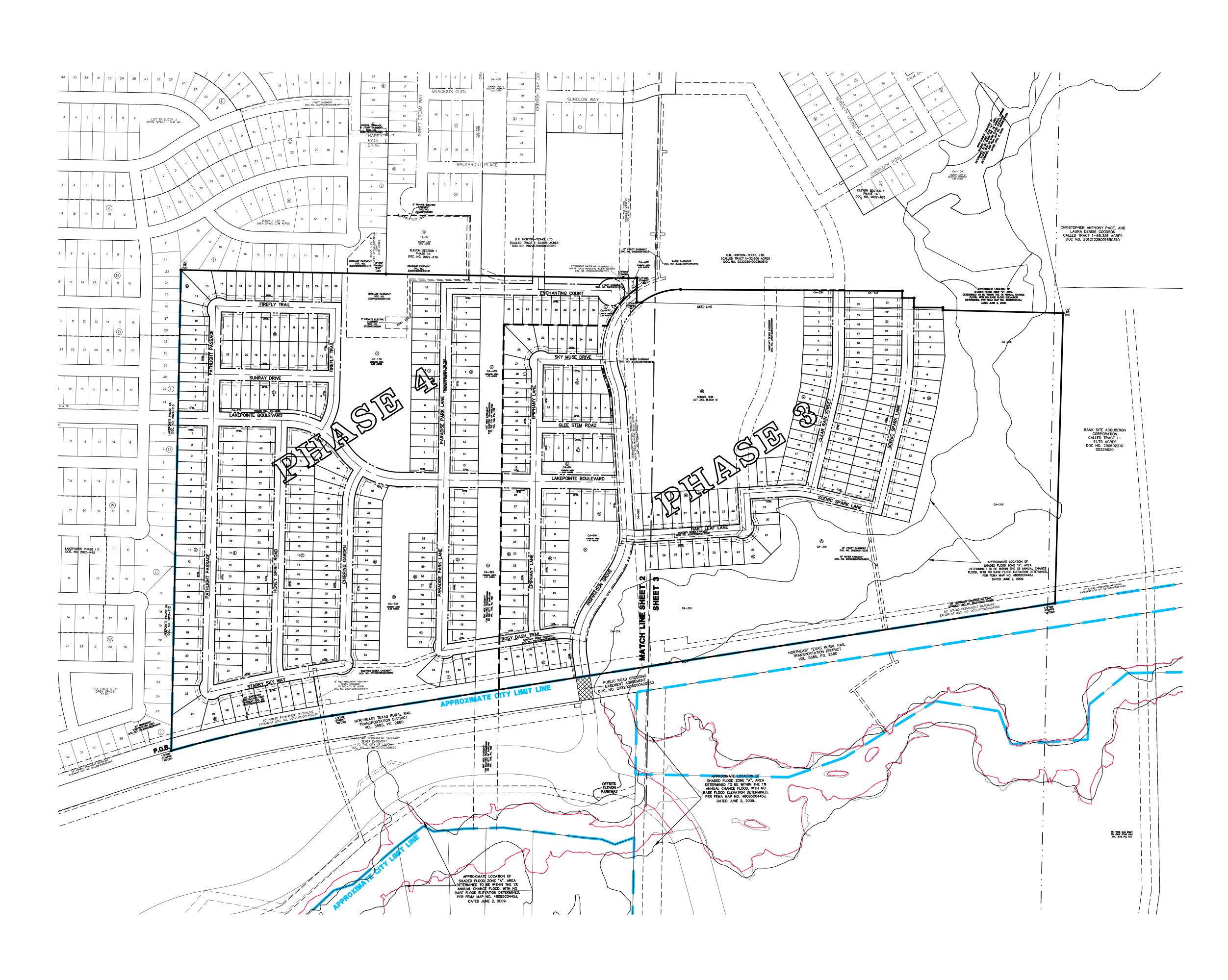
JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 Carrollton, Texas 75006 Contact: Daniel Dewey
TBPE No. F-438 TBPLS No. 10076000

Date: February 13, 2023

Sheet 1 of 5

(972) 248-7676





__DRIVE ATLANTA SITE McCLENDON RD

> LOCATION MAP (N.T.S.)

(IN FEET) 1 inch = 100 ft.

STREET (50' ROW)

EASEMENT DETAIL

- 1.) FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48085C0445J, DATED JUNE 2, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, A PORTION OF THIS PROPERTY IS WITHIN SHADED FLOOD ZONE "A", (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), WITH NO BASE FLOOD ELEVATIONS DETERMINED.
- 2.) THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83).
- 3.) THE SUBJECT TRACT HAS FRONTAGE TO FARM-TO-MARKET ROAD NO. 6 VIA PHASE
- 4.) SURVEY ASTRACT LINES SHOWN HEREON ARE APPROXIMATE.
- 5.) CITY ETJ LINES SHOWN HEREON PER BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LAVON AND NEVADA DATED MAY 5TH, 2020.
- 6.) ALL LOTS SHOWN HEREON LIE WITHIN COMMUNITY INDEPENDENT SCHOOL DISTRICT
- 7.) ALL CORNERS ARE ONE-HALF INCH IRON ROD WITH YELLOW CAP STAMPED "JBI" SET
- 8.) THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY
- 9.) 3' WALL MAINTENANCE EASEMENT IS DEDICATED TO THE HOMEOWNER'S ASSOCIATION OF ELEVON FOR BENEFIT OF THE ADJACENT HOMEOWNER FOR MAINTENANCE ALONG THE COMMON FENCE LINE OF ELEVON AND LAKEPOINTE ADDITION.

SUCH AS FOUNDATIONS, WALLS, POOLS AND PERMANENT STORAGE BUILDINGS. ITEMS SUCH AS DRIVEWAYS, FENCES/ POSTS NO DEEPER THAN TWO FEET BELOW ORIGINAL GROUND, SPINKLER SYSTEMS AND NORMAL LANDSCAPING PLANS/ (NO TREES) THAT ENCROACH ON THE NTMWD EASEMENTS ARE ALLOWED. HOWEVER, THE NTMWD ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM THE NEED TO REPAIR OR MAINTAIN THE NTMWD PIPELINES. FUTHER, ANY COST FOR REPAIR FOR DAMAGE TO THE PIPELINES RESULTING FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR OR OWNER WILL BE THE RESPONSIBILITY OF THE DEVELOPER, CONTRACTOR OR OWNER.

PRELIMINARY PLAT ELEVON PHASES 3 AND 4

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BEING 141.311 ACRES OUT OF THE SAMUEL M. RANIER SURVEY, ABSTRACT NO. 740, CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

OWNER

2121 Midway Road, Suite 240 Carrollton, Texas 75006

(972) 715-5449

D.R. HORTON-TEXAS, LTD APPLICANT/DEVELOPER (214) 607 - 4244

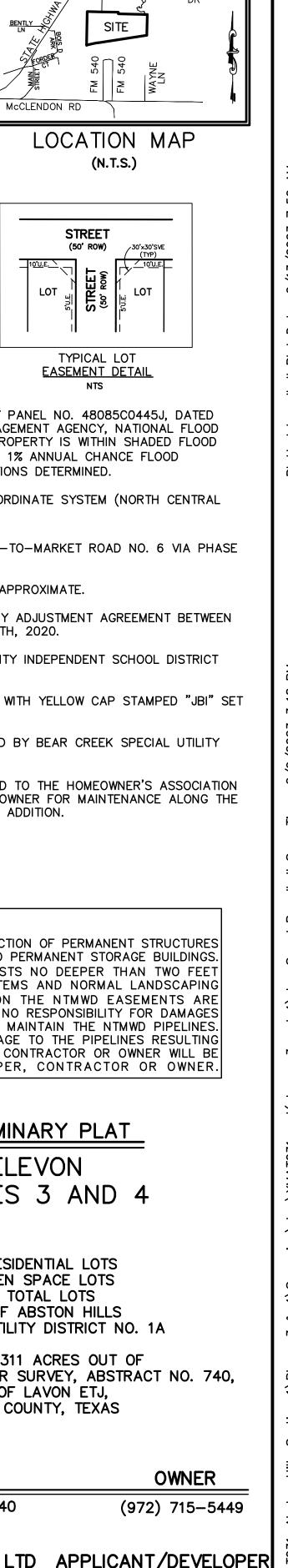
Date: February 13, 2023

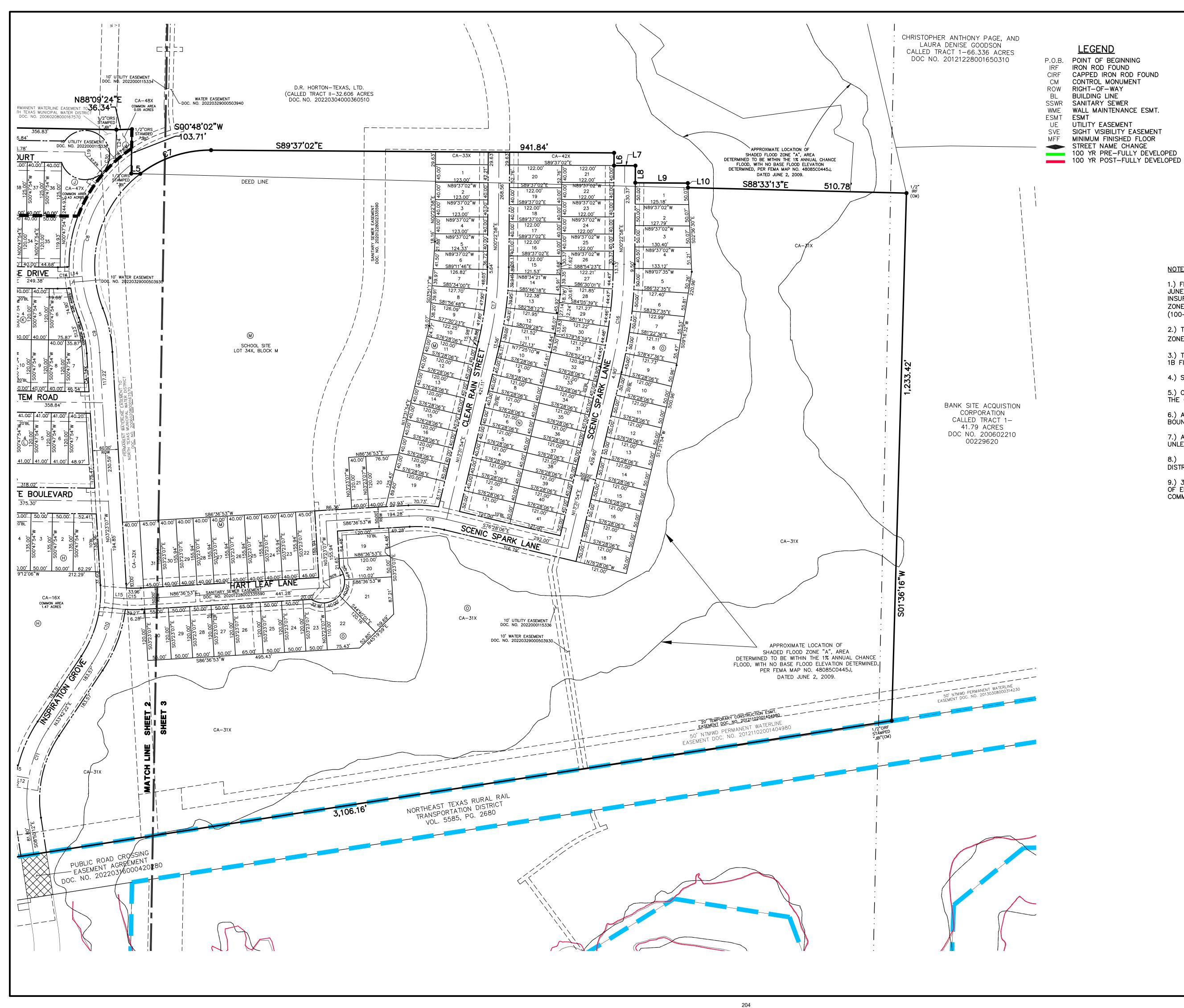
SURVEYOR/ENGINEER (972) 248-7676

(817) 928-6139 FAX

Carrollton, Texas 75006 Contact: Daniel Dewey TBPE No. F-438 TBPLS No. 10076000

Sheet 2 of 5





(IN FEET) 1 inch = 100 ft. STREET (50' ROW)

> TYPICAL LOT EASEMENT DETAIL

- 1.) FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48085C0445J, DATED JÚNE 2, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, A PORTION OF THIS PROPERTY IS WITHIN SHADED FLOOD ZONE "A", (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), WITH NO BASE FLOOD ELEVATIONS DETERMINED.
- 2.) THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83).
- 3.) THE SUBJECT TRACT HAS FRONTAGE TO FARM-TO-MARKET ROAD NO. 6 VIA PHASE 1B FINAL PLAT.
- 4.) SURVEY ASTRACT LINES SHOWN HEREON ARE APPROXIMATE.

COMMON FENCE LINE OF ELEVON AND LAKEPOINTE ADDITION.

GRAPHIC SCALE

- 5.) CITY ETJ LINES SHOWN HEREON PER BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LAVON AND NEVADA DATED MAY 5TH, 2020.
- 6.) ALL LOTS SHOWN HEREON LIE WITHIN COMMUNITY INDEPENDENT SCHOOL DISTRICT
- 7.) ALL CORNERS ARE ONE-HALF INCH IRON ROD WITH YELLOW CAP STAMPED "JBI" SET UNLESS OTHERWISE NOTED.
- 8.) THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BCSUD).
- 9.) 3' WALL MAINTENANCE EASEMENT IS DEDICATED TO THE HOMEOWNER'S ASSOCIATION OF ELEVON FOR BENEFIT OF THE ADJACENT HOMEOWNER FOR MAINTENANCE ALONG THE

NTMWD NOTES:

THE NTMWD EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES SUCH AS FOUNDATIONS, WALLS, POOLS AND PERMANENT STORAGE BUILDINGS. ITEMS SUCH AS DRIVEWAYS, FENCES/ POSTS NO DEEPER THAN TWO FEET BELOW ORIGINAL GROUND, SPINKLER SYSTEMS AND NORMAL LANDSCAPING PLANS/ (NO TREES) THAT ENCROACH ON THE NTMWD EASEMENTS ARE ALLOWED. HOWEVER, THE NTMWD ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM THE NEED TO REPAIR OR MAINTAIN THE NTMWD PIPELINES. FUTHER, ANY COST FOR REPAIR FOR DAMAGE TO THE PIPELINES RESULTING FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR OR OWNER WILL BE THE RESPONSIBILITY OF THE DEVELOPER, CONTRACTOR OR OWNER.

PRELIMINARY PLAT **ELEVON** PHASES 3 AND 4

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JBI PARTNERS, INC.

2121 Midway Road, Suite 300

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Carrollton, Texas 75006 Contact: Daniel Dewey
TBPE No. F-438 TBPLS No. 10076000

Sheet 3 of 5

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A-1	5,625	0.129	B-15	4,800	0.110	D-22	6,127	0.141	D-62	4,800	0.110	E-29	6,000	0.138	F-28	·	0.110	G-24	6,000	0.138	J-5	6,000	0.138	J-45	5,000	0.115	M-20	6,990	0.160	N-35	4,840	0.111
A-2	5,000	0.115	B-16	4,800	0.110	D-23	9,994	0.229	D-63	5,151	0.118	E-30	6,000	0.138	F-29	4,800	0.110	G-25	6,000	0.138	J-6	6,000	0.138	K-1	5,400	0.124	M-21	4,800	0.110	N-36	4,840	0.111
A-3	5,000	0.115	B-17	4,800	0.110	D-24	17,607	0.404	D-64	8,570	0.197	E-31	6,000	0.138	F-30	4,800	0.110	G-26	6,000	0.138	J-7	6,000	0.138	K-2	4,800	0.110	M-22	7,017	0.161	N-37	4,840	0.111
A-4	5,000	0.115	B-18	4,800	0.110	D-25	8,685	0.199	D-65	6,560	0.151	E-32	6,000	0.138	F-31	4,800	0.110	G-27	6,000	0.138	J-8	6,000	0.138	K-3	4,800	0.110	M-23	6,238	0.143	N-38	4,840	0.111
A-5	5,000	0.115	B-19	4,800	0.110	D-26	6,408	0.147	D-66	4,987	0.114	E-33	6,000	0.138	F-32	4,800	0.110	G-28	6,600	0.152	J-9	6,000	0.138	K-4	4,800	0.110	M-24	6,238	0.143	N-39	4,840	0.111
A-6	5,000	0.115	B-20	4,800	0.110	D-27	6,417	0.147	D-67	6,326	0.145	E-34	6,000	0.138	F-33	4,800	0.110	H-1	7,743	0.178	J-10	6,000	0.138	K-5	4,800	0.110	M-25	6,238	0.143	N-40	4,840	0.111
A-7	5,000	0.115	B-21	4,800	0.110	D-28	6,417	0.147	D-68	7,161	0.164	E-35	6,000	0.138	F-34	4,800	0.110	H-2	6,750	0.155	J-11	6,000	0.138	K-6	6,917	0.159	M-26	6,238	0.143	N-41	6,050	0.139
A-8	5,000	0.115	B-22	6,000	0.138	D-29	6,417	0.147	D-69	6,250	0.143	E-36	6,000	0.138	F-35	4,800	0.110	H-3	6,750	0.155	J-12	6,000	0.138	K-7	5,038	0.116	M-27	6,238	0.143	N-42X		0.166
A-9	5,000	0.115	C-1	6,000	0.138	D-30	6,417	0.147	D-70	6,250	0.143	E-37	6,000	0.138	F-36	4,800	0.110	H-4	6,750	0.155	J-13	6,000	0.138	K-8	4,800	0.110	M-28	6,238	0.143	N-70	4,880	0.112
A-10	5,000	0.115	C-2	4,800	0.110	D-31	6,417	0.147	D-71	6,250	0.143	E-38	6,000	0.138	F-37	4,800	0.110	H-5	8,400	0.193	J-14	6,000	0.138	K-9	4,800	0.110	M-29	6,238	0.143	N-76	4,880	0.112
A-11	6,235	0.143	C-3	4,800	0.110	D-32	6,417	0.147	D-72	6,250	0.143	E-39	6,000	0.138	F-38	4,800	0.110	H-6	6,000	0.138	J-15	6,600	0.152	K-10	4,800	0.110	M-30	6,238	0.143	N-78	4,880	0.112
A-12	9,936	0.228	C-4	4,800	0.110	D-33	6,417	0.147	D-73	7,102	0.163	E-40	6,000	0.138	F-39	4,800	0.110	H-7	6,000	0.138	J-16	5,400	0.124	K-11	4,800	0.110	M-31	7,017	0.161	N-84	4,880	0.112
A-13	9,936	0.228	C-5	4,800	0.110	D-34	5,320	0.122	E-1	7,800	0.179	E-41	7,800	0.179	F-40	4,800	0.110	H-8	6,000	0.138	J-17	4,800	0.110	K-12	4,800	0.110	M-32X	6,215	0.143	N-85	5,216	0.120
A-14	6,232	0.143	C-6	4,800	0.110	D-35	4,800	0.110	E-2	6,000	0.138	F-1	10,801	0.248	F-41	5,516	0.127	H-9	6,000	0.138	J-18	4,800	0.110	K-13	5,400	0.124	M-33X	3,645	0.084	N-90	5,237	0.120
A-15	5,062	0.116	C-7	4,800	0.110	D-36	4,800	0.110	E-3	6,000	0.138	F-2	5,456	0.125	F-42	5,920	0.136	H-10	6,000	0.138	J-19	4,800	0.110	L-1	6,000	0.138	M-34X	594,148	13.640	N-91	5,226	0.120
A-16	5,063	0.116	C-8	4,831	0.111	D-37	4,800	0.110	E-4	6,000	0.138	F-3	4,800	0.110	F-43	6,791	0.156	H-11	6,000	0.138	J-20	4,800	0.110	L-2	4,920	0.113	N-1	6,050	0.139	N-92	5,139	0.118
A-17	5,062	0.116	C-9	5,018	0.115	D-38	4,800	0.110	E-5	6,000	0.138	F-4	4,800	0.110	F-44	12,083	0.277	H-12	6,000	0.138	J-21	4,800	0.110	L-3	4,920	0.113	N-2	4,840	0.111	N-98	5,237	0.120
A-18	5,063	0.116	C-10	5,401	0.124	D-39	4,800	0.110	E-6	6,000	0.138	F-5	4,800	0.110	G-1	5,400	0.124	H-13	6,000	0.138	J-22	4,800	0.110	L-4	4,920	0.113	N-3	4,840	0.111	0-1	6,193	0.142
A-19	5,063	0.116	C-11	6,762	0.155	D-40	4,800	0.110	E-7	6,000	0.138	F-6	4,800	0.110	G-2	4,800	0.110	H-14	6,000	0.138	J-23	4,800	0.110	L-5	4,920	0.113	N-4	4,840	0.111	0-2	6,324	0.145
A-20	5,062	0.116	D-1	6,875	0.158	D-41	4,800	0.110	E-8	6,000	0.138	F-7	4,800	0.110	G-3	4,800	0.110	H-15	8,569	0.197	J-24	4,800	0.110	L-6	4,920	0.113	N-5	4,840	0.111	0-3	6,455	0.148
A-21	5,063	0.116	D-2	6,250	0.143	D-42	4,800	0.110	E-9	6,000	0.138	F-8	4,800	0.110	G-4	4,800	0.110	I-1	7,200	0.165	J-25	4,800	0.110	L-7	5,350	0.123	N-6	4,840	0.111	0-4	6,661	0.153
A-22	5,062	0.116	D-3	6,250	0.143	D-43	4,800	0.110	E-10	6,000	0.138	F-9	4,800	0.110	G-5	4,800	0.110	I-2	6,000	0.138	J-26	4,800	0.110	M-1	5,192	0.119	N-7	4,840	0.111	0-5	6,915	0.159
A-23	5,063	0.116	D-4	6,250	0.143	D-44	4,800	0.110	E-11	+	0.138	F-10	4,800	0.110	G-6	4,800	0.110	I-3	6,000	0.138	J-27	5,910	0.136	M-2	4,920	0.113	N-8	4,840	0.111	0-6	6,601	0.152
A-24	5,063	0.116	D-5	6,250	0.143	D-45	4,800	0.110	E-12	6,000	0.138	F-11	4,800	0.110	G-7	4,800	0.110	1-4	6,000	0.138	J-28	9,304	0.214	M-3	4,920	0.113	N-9	4,840	0.111	0-7	6,427	0.148
A-25	5,063	0.116	D-6	6,250	0.143	{ }	4,800	0.110	E-13	-	0.138	F-12	4,800	0.110	G-8	4,800	0.110	I-5	6,000	0.138	J-29	9,304	0.214	M-4	4,920	0.113	N-10	4,922	0.113	0-8	6,392	0.147
A-26	5,566	0.128	D-7	6,250	0.143	ł 	4,800	0.110	E-14		0.138	F-13	4,800	0.110		4,800	0.110	I-6	6,000	0.138	J-30	5,910	0.136	M-5	4,934	0.113	N-11	5,081	0.117	0-9	6,351	0.146
B-1	5,996	0.138	D-8	6,250	0.143	{	4,800	0.110	E-15		0.138	F-14	4,800	0.110		4,800	0.110		6,000	0.138	J-31	4,800	0.110	M-6	5,261	0.121	N-16	4,880	0.112		+	0.139
B-2	4,802	0.110	D-9	6,250	0.143	{	4,800	0.110	E-16	+	0.138	F-15	4,800	0.110		4,800	0.110	-	6,000	0.138	J-32	4,800	0.110	M-7	5,607	0.129	N-17	4,880	0.112		+	0.139
B-3	4,803	0.110	D-10	6,250	0.143	-	5,843	0.134	-		0.138	F-16	4,800	0.110	-	4,800	0.110	-	6,000	0.138	J-33	4,800	0.110	M-8	5,578	0.128		4,880	0.112		+	0.139
B-4	4,804	0.110	D-11	6,250	0.143	ł –	8,494	0.195	E-18	+	0.138	F-17	4,800	0.110		4,800	0.110		6,000	0.138	J-34	4,800	0.110	M-9	5,319	0.122	N-19	4,880	0.112		+	0.139
B-5	4,805	0.110	D-12	6,250	0.143	ł 	4,800	0.110	E-19		0.138	F-18	4,800	0.110	-	4,800	0.110		6,000	0.138	J-35	6,000	0.138	M-10	5,027	0.115		6,436	0.148		+	0.139
B-6	4,806	0.110	D-13	6,250	0.143	-	4,800	0.110	-		0.138	F-19	4,800	0.110		4,800	0.110	-	6,000	0.138	J-36	5,000	0.115	M-11	4,800	0.110	-	4,880	0.112		+	0.139
B-7	4,807	0.110		6,250	0.143	ł 	4,800	0.110	E-21		0.194	F-20	4,800	0.110	-	6,210	0.143		6,000	0.138	∤ ├──	5,000	0.115	M-12	4,800	0.110		5,120	0.112		+	0.139
	4,808	0.110	D-15	6,250	0.143	-	4,800	0.110	-		0.154	F-21	4,800	0.110		7,789	0.179		6,000	0.138	J-38	5,000	0.115		4,800	0.110	N-28	5,086	0.110	0-10	+	0.139
B-8	•	├			-	{		+	-	+		{			-		-			-						++			0.117	-	+	_
B-9	4,809	0.110	D-16	6,250	0.143	{	4,800	0.110	E-23		0.138	F-22	4,800	0.110		6,000	0.138		6,000	0.138	 	5,000	0.115		4,800	0.110	N-29	5,080	0.117	0-18	+	0.139
B-10	4,810	0.110	D-17	6,250	0.143	{	4,800	0.110	-	-	0.138	F-23	4,800	0.110	<u> </u>	6,000	0.138		6,000	0.138	 	5,000	0.115	M-15	4,800	0.110		5,080	0.117	0-19	+	0.178
B-11	6,018	0.138		6,250	0.143	ł 	4,800	0.110	E-25		0.138	F-24	6,942	0.159		6,000	0.138		6,600	0.152	1	5,000	0.115	M-16	4,800	0.110	N-31	5,079	0.117	0-20	+	0.133
B-12	6,000	0.138	D-19	6,250	0.143	{	4,800	0.110	E-26		0.138	F-25	8,774	0.201	G-21	6,000	0.138			0.138	J-42	5,000	0.115	M-17	4,800	0.110	N-32	5,087	0.117	0-21	+	0.250
B-13	4,800	0.110	D-20	6,250	0.143	-	4,800	0.110	E-27		0.138	F-26	4,800	0.110	G-22	6,000	0.138		6,000	0.138	J-43	5,000	0.115	M-18	4,800	0.110	N-33	4,840	0.111	0-22	+	0.224
B-14	4,800	0.110	D-21	6,250	0.143	D-61	4,800	0.110	E-28	6,000	0.138	F-27	4,800	0.110	G-23	6,000	0.138	J-4	6,000	0.138	J-44	5,000	0.115	M-19	8,749	0.201	N-34	4,840	0.111	0-23	5,796	0.133

	CURVE TABLE								CURVE TABLE							
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD			
C1	508.88	004*52'34"	5979.58	254.59'	S78°43'31"W	508.72	C25	155.58'	17817'01"	50.00'	3337.69'	S51°06'39"E	99.99'			
C2	51.98'	011*54'47"	250.00'	26.08'	S04°47'44"E	51.89'	C26	18.75'	021*29'07"	50.00'	9.49'	N24°57'58"W	18.64'			
С3	128.77	029'30'44"	250.00'	65.85'	N15°55'02"E	127.35'	C27	638.96'	006"6'48"	5829.58'	319.80'	S77*30'05"W	638.64			
C4	278.87	05315'34"	300.00'	150.42	N6272'33"W	268.93	C30	309.04	307*56'31"	57.50'	28.08'	N08*34'58"E	50.47'			
C5	280.76	053'37'19"	300.00'	151.61'	S62°23'26"E	270.63	C31	151.30'	173°22'30"	50.00'	863.87	S49*01'09"E	99.83'			
C6	141.42'	032*24'36"	250.00'	72.66'	S17°21'58"W	139.54	C32	134.17	153°44'32"	50.00'	214.37	N41°09'44"E	97.39'			
C7	177.47	037*39'37"	270.00'	92.07'	N71°33'10"E	174.29'										
С8	385.99'	073°43'09"	300.00'	224.92'	S1516'45"W	359.91'										
С9	95.27	01811'42"	300.00'	48.04'	N12*28'58"W	94.87										
C10	194.21	037*05'30"	300.00'	100.65	N15*09'37"E	190.84										
C11	222.75'	042'32'34"	300.00'	116.79'	S12*26'05"W	217.67										
C12	81.08'	018*34'59"	250.00'	40.90'	N89*32'43"W	80.73										
C13	42.04'	009'38'06"	250.00'	21.07	S04*01'09"E	41.99'										
C14	24.21'	005*32'57"	250.00'	12.12'	N88°01'26"E	24.20'										
C15	41.30'	007*53'14"	300.00'	20.68'	S89*26'30"E	41.26'										
C23	142.86'	163°42'14"	50.00'	349.22'	S46*08'35"W	98.99'										
C24	152.26'	02517'01"	345.03'	77.39'	N76°11'50"W	151.02'										

	LINE TABLE	E	LINE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENG			
L1	N10°45'07"W	25.01'	L12	N80°15'13"W	30.00			
L2	N30°40'24"E	30.00'	L13	S08*50'12"E	25.00			
L3	S33*34'16"W	30.00'	L14	N85°14'57"E	33.54			
L4	S00°47'54"W	54.64'	L15	S85°29'53"E	24.38			
L5	S88°33'13"E	20.90'	L19	N00°47'54"E	7.00			
L6	S00°22'58"W	29.63'	L24	S01°26'26"W	72.97			
L7	S89°37'02"E	50.00'	L25	S00°47'54"W	29.55			
L8	S00°22'58"W	39.86'	L26	S00°47'54"W	29.73			
L9	S89°37'02"E	122.56'	L42	N80°15'13"W	0.95			
L10	S02°36'30"E	10.53	L43	S00°47'54"W	7.53			
L11	S00°47'54"W	10.52	L45	N8015'13"W	0.95			

PRELIMINARY PLAT ELEVON PHASES 3 AND 4

LOT AREA TABLE BLOCK-LOT SQUARE FEET ACRES

0-31X 1,350,211 30.997

6,000 0.138 6,000 0.138

6,000 0.138 6,000 0.138 6,000 0.138 6,600 0.152

443 RESIDENTIAL LOTS 16 OPEN SPACE LOTS 459 TOTAL LOTS
PART OF ABSTON HILLS
MUNICIPAL UTILITY DISTRICT NO. 1A

BEING 141.311 ACRES OUT OF THE SAMUEL M. RANIER SURVEY, ABSTRACT NO. 740, CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

MA LAVON 292, LLC

OWNER

2121 Midway Road, Suite 240 Carrollton, Texas 75006

(972) 715-5449

D.R. HORTON-TEXAS, LTD APPLICANT/DEVELOPER (214) 607-4244 (817) 928-6139 FAX

4306 Miller Road, Suite A Rowlett, Texas 75008 JBI PARTNERS, INC.

SURVEYOR/ENGINEER

(972) 248-7676

2121 Midway Road, Suite 300 Carrollton, Texas 75006 Contact: Daniel Dewey TBPE No. F-438 TBPLS No. 10076000 Date: February 13, 2023

Sheet 4 of 5

BEGINNING at a one—half inch iron rod found with yellow cap stamped "JBI" found at the southwest corner of said 291.068 acre tract, said point being the southeast corner of that called 200.9089 acre tract of land described in deed to LDC Lavon, LLC as recorded in Document Number 20180821001049570, Official Public Records of Collin County, Texas, said point also being in the north right—of—way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 291.068 acre tract and said 200.9089 acre tract as follows:

North 01 degrees 09 minutes 40 seconds East, 2,043.46 to a one—half inch iron rod found for corner;

South 88 degrees 52 minutes 29 seconds East, 870.70 feet to a one—half inch iron rod with cap
stamped "PJB" found for corner, said point also being the most southerly southwest corner of Elevon Section 1,
Phase 1A, as recorded in Document Number 2022—676, Official Public Records of Collin County, Texas;

THENCE South 88 degrees 59 minutes 30 seconds East, at 403.79 feet passing a one—half inch iron rod found with yellow cap stamped "JBI" found at the most southerly southeast corner of said Elevon Section 1, phase 1A, in all a total distance of 1,030.62 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 32.606 acre tract;

THENCE along the south line of said 32.606 acre tract as follows:

North 88 degrees 09 minutes 24 seconds East, 36.34 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

South 00 degrees 48 minutes 02 seconds West, 103.71 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

South 88 degrees 33 minutes 13 seconds East, 20.90 feet to a one—half inch iron rod found for corner;

THENCE Northeasterly, 177.47 feet along a curve to the right, having a central angle of 32 degrees 24 minutes 36 seconds, a radius of 270.00 feet, a tangent of 92.07 feet and whose chord bears North 71 degrees 33 minutes 10 seconds East, 174.29 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 37 minutes 02 seconds East, 941.84 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 22 minutes 58 seconds West, 29.63 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

cap stamped "JBI" set for corner;

THENCE South 89 degrees 37 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow

THENCE South 00 degrees 22 minutes 58 seconds West, 39.86 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 37 minutes 02 seconds East, 122.56 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 02 degrees 36 minutes 30 seconds East, 10.53 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 32.606 acre tract:

THENCE South 88 degrees 33 minutes 13 seconds East 510.78 feet to a one—half inch iron found for corner, said point being in the east line of said 291.068 acre tract, said point being the southeast corner of that called 5.4259 acre tract of land described in deed to Amber L. Huck as recorded in Document Number 20061010001464130, Official Public Records of Collin County, Texas, said point also being in the west line of that called Tract 1—41.79 acres described in deed to Bank Site Acquisition Corporation as recorded in Document Number 20060221000229620, Official Public Records of Collin County, Texas;

THENCE South 01 degrees 36 minutes 16 seconds West, 1,233.42 feet to a one—half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of said 291.068 acre tract, said point being the southwest corner of said 41.79 acre tract, said point also being in the north right—of—way line of said Northeast Texas Rural Rail Transportation District;

THENCE along the south line of said 291.068 acre tract and along the north right—of—way line of said Northeast Texas Rural Rail Transportation District as follows:

South 81 degrees 09 minutes 48 seconds West, 3,106.16 feet to a one—half inch iron rod with yellow cap stamped "JBI" found for corner;

Southwesterly, 701.23 feet along a curve to the left having a central angle of 06 degrees 57 minutes 06 seconds, a radius of 5779.58 feet, a tangent of 351.04 feet, and whose chord bears South 77 degrees 41 minutes 15 seconds West, 700.80 feet to the POINT OF BEGINNING and containing 6,155,500 square feet or 141.311 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MA LAVON 292, LLC, acting herein by and through its duly—authorized officers, does hereby adopt this plat designating the herein above described property as **ELEVON. PHASE 3 AND 4**, an addition to the City of Layon ETJ, Collin County, Texas, and does hereby dedicate to Abston Hills Municipal Utility District No. 1—A, in fee simple, the streets and public use greas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to exclusive use forever of The District, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements on said plat. At the discretion of The District and subject to it's written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to The District use thereof. Any public utility given the right by The District to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto The District against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within The City of Lavon Extra—Territorial Jurisdiction. This plat approval is subject to all the platting ordinances, rules and regulations of the City of Lavon ETJ, Collin County, Texas.

All utility easements dedicated by this plat shall also include an additional area of working space for construction, reconstruction, additions, enlargements, and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb of pavement line.

- 1. All water system is owned and operated by Bear Creek Special Utility District (BCSUD) and all construction related to
- water service shall be done per BCSUD's specifications and general notes.

 2. The easements and public use areas, as shown are dedicated for the public use, including specifically for the Abston
- Hills Municipal Utility District No. 1—A, City of Lavon, or BCSUD, forever for purposes indicated on this plat.

 3. The Abston Hills Municipal Utility District No. 1—A, City of Lavon, and BCSUD are not responsible for replacing any
- improvements in, under or over any easements caused by maintenance or repair.

 4. Utility easements may also be used for the mutual and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities as being subordinate to
- the public and Abston Hills Municipal Utility District No. 1—A, City of Lavon, and BCSUD.

 5. The Abston Hills Municipal Utility District No. 1—A, City of Lavon, BCSUD, and public utilities shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the
- easements.
 6. The Abston Hills Municipal Utility District No. 1—A, City of Lavon, BCSUD, and public utilities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, respective systems without the necessity at any time of procuring permission
- 7. All modifications to this document shall be by means of plat and approved by the City of Lavon unless said modifications pertain to BCSUD facilities, at which time BCSUD shall also review and approve.

That MA LAVON 292, LLC, does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above—described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

WITNESS MY HAND THIS _____ DAY OF ______, 2023.

BY: ______ John Marlin

an Authorized Agent for MA LAVON 292, LLC

STATE OF TEXAS \$

COUNTY OF _____ §

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

Given under my hand and seal of office, this ____ day of ____, 2023.

Notary Signature

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

BEAR CREEK SPECIAL UTILITY DISTRICT

NAME/TITLE:

SURVEYOR'S CERTIFICATE \$

KNOW ALL MEN BY THESE PRESENTS:

That I, Mark W. Harp, RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Lavon's ETJ.

Dated this the ____ day of ____, 2023.

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

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



STATE OF TEXAS §

COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of ____, 2023.

Notary Public in and for the State of Texas

"Recommended For Approval"

Chairman, Planning and Zoning Commission Data City of Lavon,
Collin County, Texas

"Approved For Preparation of Final Plat"

Mayor D City of Lavon, Collin County, Texas

PRELIMINARY PLAT

ELEVON
PHASES 3 AND 4

443 RESIDENTIAL LOTS
16 OPEN SPACE LOTS
459 TOTAL LOTS
PART OF ABSTON HILLS
MUNICIPAL UTILITY DISTRICT NO. 1A

BEING 141.311 ACRES OUT OF
THE SAMUEL M. RANIER SURVEY, ABSTRACT NO. 740,
CITY OF LAVON ETJ,
COLLIN COUNTY, TEXAS

MA LAVON 292, LLC

OWNER

2121 Midway Road, Suite 240 Carrollton, Texas 75006

(972) 715-5449

D.R. HORTON-TEXAS, LTD APPLICANT/DEVELOPER
4306 Miller Road, Suite A (214) 607-4244

4306 Miller Road, Suite A (214) 607-4244 Rowlett, Texas 75008 (817) 928-6139 FAX

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248-7676 Carrollton, Texas 75006

Contact: Daniel Dewey
TBPE No. F-438 TBPLS No. 10076000

Date: February 13, 2023

Sheet 5 of 5



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

PLAT APPLICATION
Incomplete applications will not be accepted.

0	Company Making Sub	mission		Property Owner					
Name: JBI	PARTNERS		Name: MA	Name: MA Lavon 292, LLC					
Address: 212	21 Midway Road, S	uite 300	Address: 21	21 Midway Road, Suit	e 240				
City/State/Zip:	Carrollton/TX/750	06	City/State/Zip:	Carrollton/TX/75008					
Phone #:	2.738.0243 Fa		— Phone # 970	2.715.5449 Fax #					
Authorized Person	, т.	2	_						
Authorized Fersi	on: Daniel Dewey	, F.C.	Authorized Pers	on: John Marlin					
Туре	of Submission	Date		Check List of Items Su	bmitted				
	Plat (Elevon Section 1,	Phase 3 & 4) 2/27/202	3	full size sets of plats (24x3	6)				
☐ Final Plat			☐ (two) f	full size construction sets (24x36)				
☐ Re-Submittal			(one)	half size sets of plats (11x	17)				
☐ Construction	Plans		☐ (ten) h	nalf size sets of plats with f	inal submission (11x17)				
Other			⊠ (one)	PDF plats (on separate CI	D's) ^(Via MyGov)				
			☐ (one)	PDF construction plans (ca	an be included on plat CD)				
Pricing									
Preliminary Plat:	C* D*	Per Fee Schedule							
Final Plat: C* D	*	Per Fee Schedule							
Re-Plat: C* D*		Per Fee Schedule							
Public Infrastruc		Per Fee Schedule							
C* Costs shall i permit fee requ		sts to the City plus a 1	0 percent administrati	ve fee. These fees shall	be in addition to the				
D* To complete	the plat please sign		n the MyGov system <u>h</u> idownload these forms	ttps://public.mygov.us/la along with plans.	von tx request access				
NOTICE TO	ADDITIONAL	A	H. E	T W 17 C					
application a	and on any submer of Ordinances a	itted plats. It is	subject to the pro-	visions and requirer	on furnished in this ments of the City of dless of information				
Authorized Repres Daniel Dev	sentative (Printed Name) vey, P.E.	Authorized Representat	ive (Signature)	Z	Date: 02-27-2023				
		To be	completed by the City						
In Takers Name:									
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:				
☐ Accepted	☐ Accepted ☐ Approved ☐ Ap		□Approved	☐ Approved	☐ Approved				
Rejected	☐ Rejected	Rejected	☐ Rejected	Rejected	Rejected				
Comments:									



P.O. Box 340 - 120 School Rd. - Lavon, TX 75166 Office 972-843-4220 - Fax 972-843-0397 - Inspection 972-853-0855

PLAT APPLICATION

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

Declaration of Ownership

Date: 2/27/2023	
To the City of Lavon Collin County, Texas	
This letter will serve as notice that I/we, MA Lavourier (s) of record of the property described in the att with this form, for the purpose of any future proposed re	ached survey documentation, submitted
Signature (Owner)	
Signature (Owner)	
Signature (Owner)	
The State of Texas County of	
Before me, the undersigned authority, appearedAller	n Jones
on this the day of day of	
Sherge	(notary seal) SHENGYUN XUE Notary Public, State of Texas
Notary Public in and for Dallas	County Texas County Texas



P.O. Box 340 - 120 School Rd. - Lavon, TX 75166 Office 972-843-4220 - Fax 972-843-0397 - Inspection 972-853-0855

PLAT APPLICATION

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

Authorization of Representation

Date: 2/27/2023
To the City of Lavon Collin County, Texas
This letter will serve as notice that I/we,
Signature (Owner)
Signature (Owner)
The State of Texas County of
Before me, the undersigned authority, appeared Allen Jones
on this the day of, 20_23
Sherrey (notary seal)
Notary Public in and for

TO: City of Lavon

I desire to extend the 30-day period set out in the Texas Local Government Code Section 212.009 for plat approval.

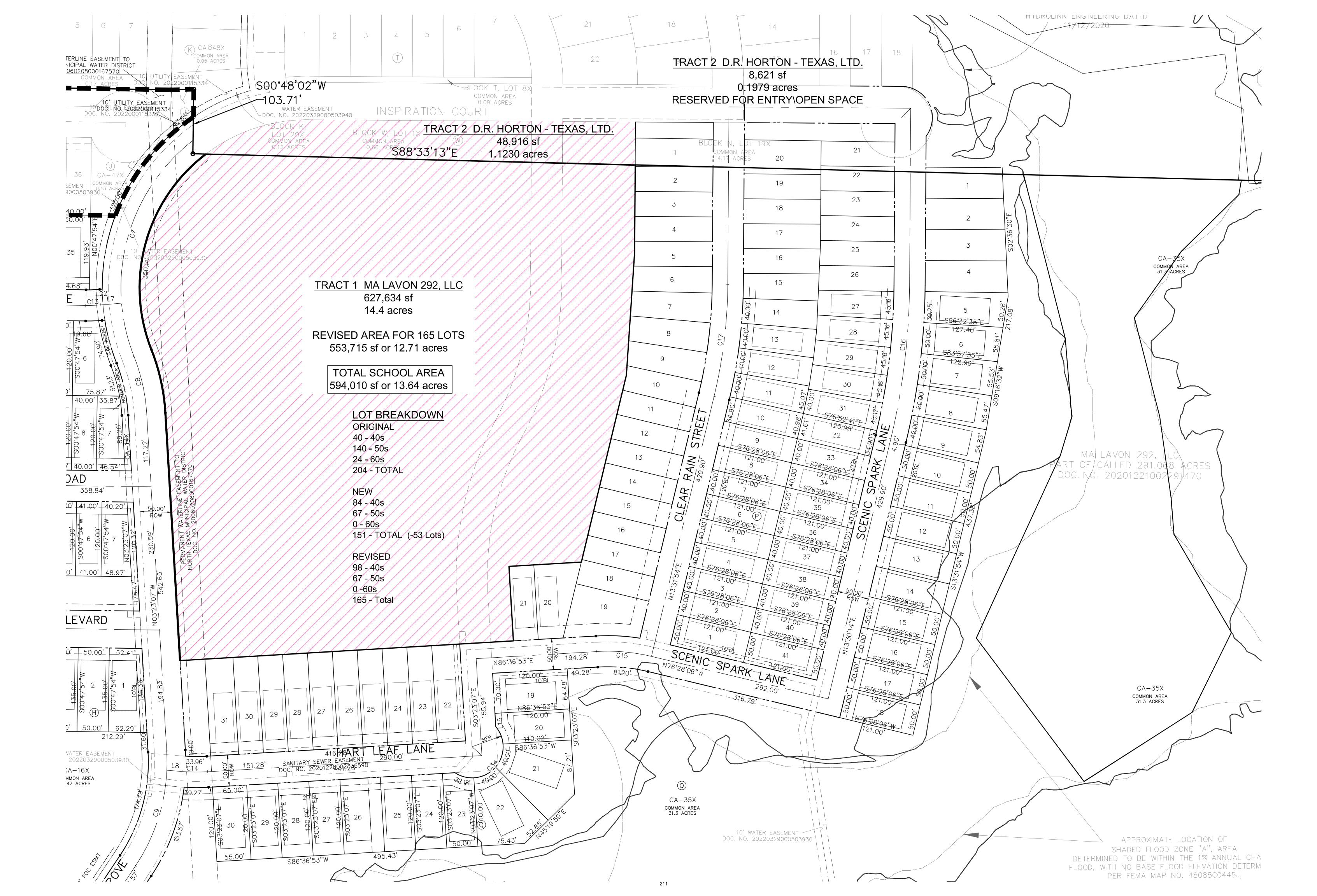
Sec. 212.009. APPROVAL PROCEDURE: INITIAL APPROVAL. (a) The municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plan or plat within 30 days after the date the plan or plat is filed. A plan or plat is approved by the municipal authority unless it is disapproved within that period and in accordance with Section 212.0091.

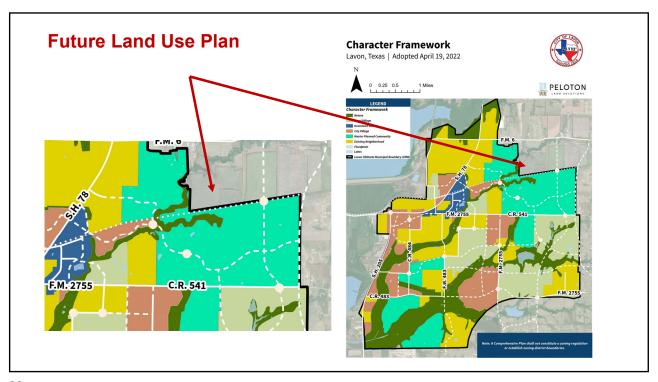
- (b) If an ordinance requires that a plan or plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the plan or plat within 30 days after the date the plan or plat is approved by the planning commission or is approved by the inaction of the commission. A plan or plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.
- (b-1) Notwithstanding Subsection (a) or (b), if a groundwater availability certification is required under Section 212.0101, the 30-day period described by those subsections begins on the date the applicant submits the groundwater availability certification to the municipal authority responsible for approving plats or the governing body of the municipality, as applicable.
- (b-2) Notwithstanding Subsection (a) or (b), the parties may extend the 30-day period described by those subsections for a period not to exceed 30 days if:
- (1) the applicant requests the extension in writing to the municipal authority responsible for approving plats or the governing body of the municipality, as applicable; and
- (2) the municipal authority or governing body, as applicable, approves the extension request.

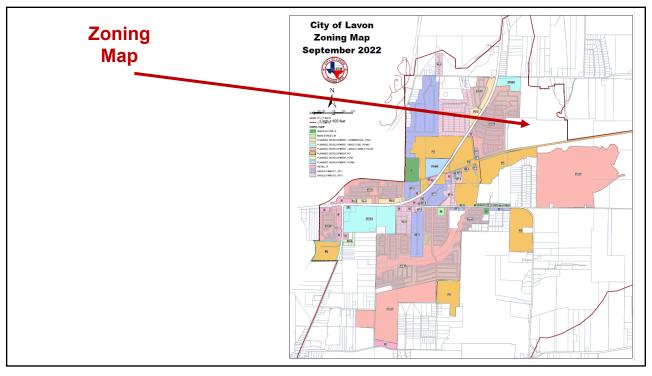
The City did not request or require this waiver. The Applicant submits it voluntarily and acknowledges the City is in compliance with Section 212.0097.

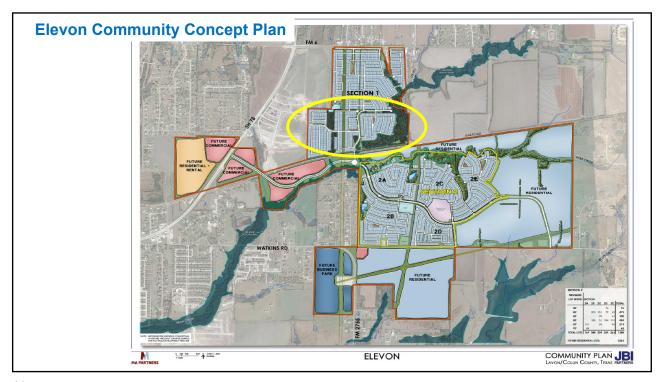
Sec. 212.0097. APPROVAL PROCEDURE: WAIVER PROHIBITED. A municipal authority responsible for approving plats or the governing body of a municipality may not request or require an applicant to waive a deadline or other approval procedure under this subchapter.

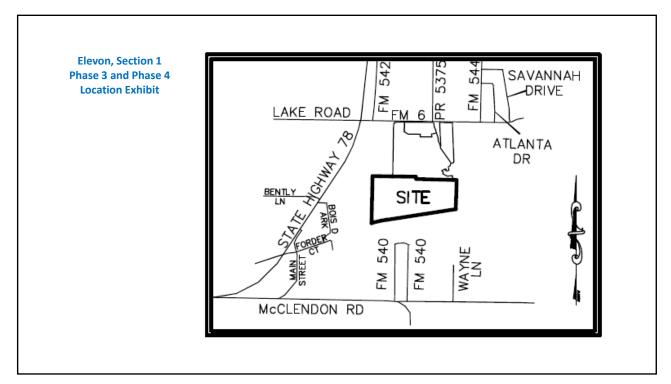
Application: Elevon Section 1, Phase 3 & 4
Signed: Little
Date: 2/27/23
Received:
Date:





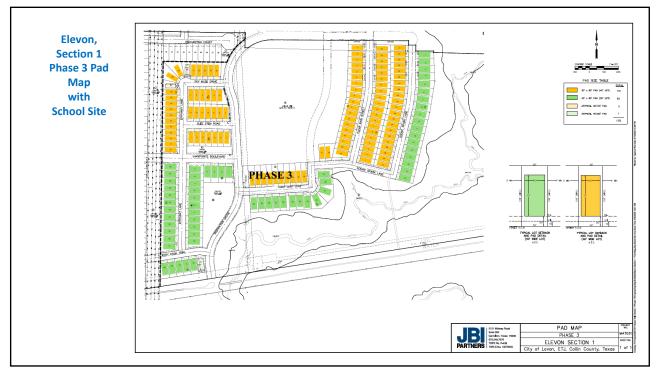




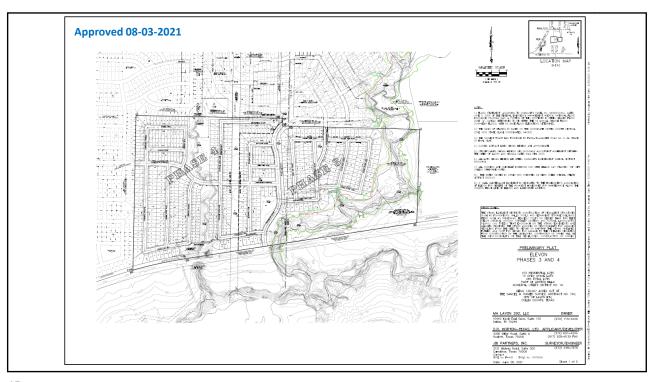


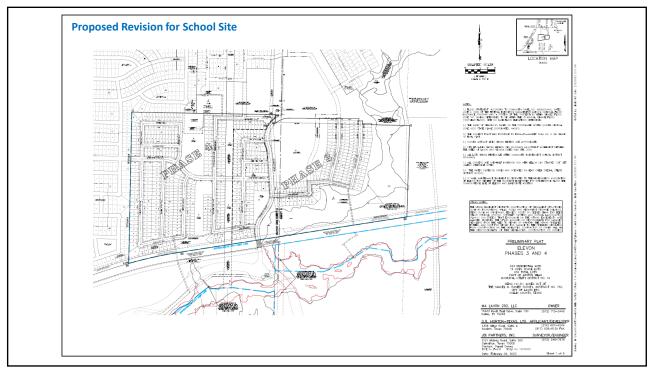
42





44







February 22, 2023

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

Re: Elevon Phases 3&4, 443 Lots, 16 HOA/open space, 141.311 Acres

Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Preliminary Plat dated February 9, 2023 as prepared by JBI Partners, Inc. for the above referenced property. The property is part of Abston Hills MUD No. 1-A and is within the City's ETJ. Our comments are as follows:

GENERAL

- 1. This revised Preliminary Plat includes a new school site within the Phase 3 area.
- 2. The revised Plat results in a decrease of total residential lots (Phase 3 & 4) from 472 to 443 and an increase in open space lots from 13 to 16.
- 3. A summary of lot sizes for Phase 3 are shown below:

Lot Size	Existing	Proposed	
	Preliminary	Preliminary	
	Plat	Plat	
40'	40	112	
50'	139	63	
60'	25	0	
TOTAL	204	175	

- 4. In terms of projected sanitary sewer flow from the development, the school has an equivalent flow of 50 single family lots. Therefore, the total flow for Phase 3 & 4 will be equivalent to 493 lots, or an increase of 21 equivalent residential lots.
- 5. The TIA prepared for Section 1, which includes Phases 3 & 4, will need to be updated to reflect the impact of a new school. This would be done as part of the Final Plat process. Special attention will be needed to address local perimeter streets as well as a queuing analysis.

PRELIMINARY PLAT

The Wastewater and Development Agreement states that the wastewater system will be conveyed to the City of Lavon upon completion and acceptance by the City. A note, similar to #1, should be added to reflect this provision.

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

Ms. Kim Dobbs Elevon Phase 3 & 4, Preliminary Plat February 22, 2023 Page 2 of 2

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

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

Sincerely,

FREEMAN-MILLICAN, INC.

Tack D. Hill DR

Mark D. Hill, P.E.

Consulting City Engineer

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Daniel Dewey, P.E.

F:\17024 - LAV General Servies\9 - Review\Elevon\Phase 3-4\Elevon 3-4 - Preliminary Plat - Rev 2.docx



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - H</u>

Item:

Discussion and action regarding a request for a variance of Article 4.01 "General Provisions", Chapter 4 "Building Regulations", Section 4.01.002 "Minimum Construction Standards for Commercial Parking Lots, Driveways, and Exterior Walls", (b) "Minimum Construction Standards, (1) "Commercial Parking Lots and Driveways" to permit a temporary gravel parking lot extension at 205 Main Street, requested by the First Baptist Church.

Background:

The First Baptist Church is seeking a variance from the City's construction standards that require commercial parking lots to be constructed of concrete to permit a temporary gravel parking lot extension of an existing parking area.

Code Excerpts:

CITY OF LAVON - CODE OF ORDINANCES

SECTION 4.01.002 MINIMUM CONSTRUCTION STANDARDS FOR COMMERCIAL PARKING LOTS, DRIVEWAYS, AND EXTERIOR WALLS

- (b) Minimum construction standards.
 - (1) Commercial parking lots and driveways.

All commercial parking lots and commercial driveways within the city shall be constructed of concrete, and must meet criteria as set forth in the adopted building codes.

- (c) Variances.
 - (1) All requests for variance shall be submitted in writing detailing the section and sentence to be varied, the exact change requested and the supporting argument, detailing the hardship necessitating the variance.
 - (2) All variance requests shall be reviewed by an authorized agent of the city at the requestor's expense prior to submission to the city council.

Staff Notes:

Approval is recommended.

Attachments: 1. Request for Variance

2. Location Exhibits

From: Brad Patterson
To: Kim Dobbs

Subject: Fields and Parking lots

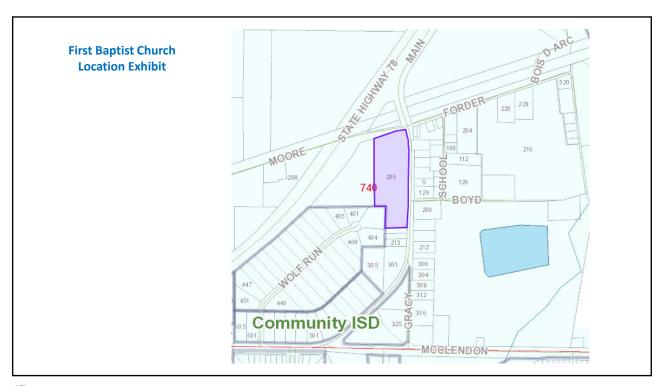
Date: Friday, February 24, 2023 2:56:47 PM

Good afternoon, Kim!

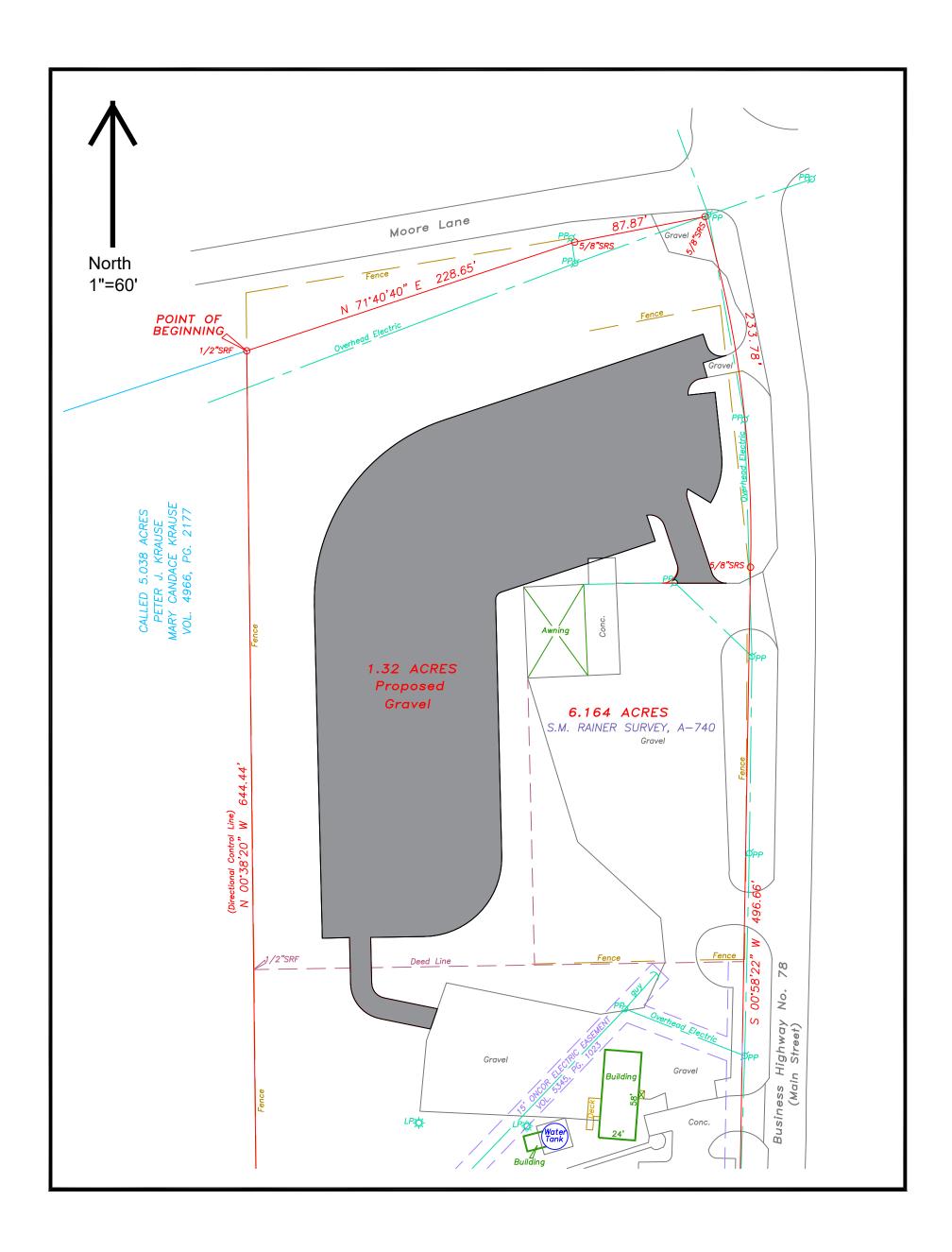
I wanted to see if I could be put on the next city council agenda to request a variance to allow us to extend our gravel parking lot. I will be in communication with you to get the proper documentation that you need.

Thanks!

Brad Patterson c.972-834-8707









CITY OF LAVON Agenda Brief

MEETING: <u>March 3, 2023</u> ITEM: <u>8 - I</u>

Item:

Discussion and action regarding Ordinance No. <u>2023-03-05</u> amending Chapter 6 "Fire Prevention and Protection", Article 6.05 "Open Burning", Section 6.05.005 "Prohibited Acts" and Section 6.05.006 "Authorized Fires" of the Code of Ordinances of the City of Lavon, to amend the scope and parameters of the regulations; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

Background:

After recent inquiries about developers burning brush in the extraterritorial jurisdiction, the staff researched the regulations of other cities in the area and found that many cities have more restrictive regulations relating to the burning of rubbish, trash, waste, leaves, grass, lumber, or any other combustible material.

The proposed regulations provide for a more uniform application of the rules. Residential properties within the city rarely if ever request burn permits.

Financial Consideration:

None.

Attachments: Proposed Ordinance

CITY OF LAVON, TEXAS

ORDINANCE NO: 2023-03-05

Amend Open Burning Regulations

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AMENDING CHAPTER 6 "FIRE PREVENTION AND PROTECTION", ARTICLE 6.05 "OPEN BURNING", SECTION 6.05.005 "PROHIBITED ACTS" AND SECTION 6.05.006 "AUTHORIZED FIRES" OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, TO AMEND THE SCOPE AND PARAMETERS OF THE REGULATIONS; PROVIDING A PENALTY CLAUSE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council of the City of Lavon ("City Council") seeks to protect the public safety, preserve the quality of life, promote health, welfare, convenience, and enjoyment of the public in the City; and

WHEREAS, pursuant to Texas Local Government Code, the City Council has authority to adopt and publish an ordinance or police regulation that is for the good government, peace or order of the municipality and is necessary or proper for the carrying out a power granted by law to the municipality; and

WHEREAS, City Council believes it is in the best interest of the citizens and visitors to the City, to amend the outdoor burning regulations within the City.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. FINDINGS. After due deliberations and consideration of the recommendation of the Fire Chief, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety, and welfare of its citizens.

SECTION 3. AMENDMENTS. Chapter 6 "Fire Prevention and Protection", Article 6.05 "Open Burning" of the City's Code of Ordinances is hereby amended as follows:

1. **Section 6.05.005 "Prohibited Acts"** is hereby amended as follows, with deletions in strike-through and additions underscored:

AMENDED OPEN BURNING ORDINANCE

- (a) It is unlawful for any person or entity to burn, cause to be burned, or allow any uncontrolled or nuisance burning of trash, or other debris within the incorporated municipal boundaries (i.e., "city limits"), and Extraterritorial Jurisdiction (ETJ) where allowed by law, except as authorized herein.
- (b) It is unlawful for any person or entity to violate TCEQ standards, county orders, other city postings, warnings or alerts.
- (c) It shall be unlawful for any person to burn or cause to be burned or allow to be burned on any public street, alley or premises owned or occupied by such person any rubbish, trash, waste, leaves, grass, lumber or any other combustible materials within the city except as provided herein.
- 2. Section 6.05.006 "Authorized Fires", subsections (a) and (f) are hereby amended as follows, with deletions in strike-through and additions underscored (renumbering shall be completed by the City's codification service as appropriate):
 - (a) It shall be unlawful for any person to burn or cause to be burned or allow to be burned on any public street, alley or premises owned or occupied by such person any rubbish, trash, waste, leaves, grass, lumber or any other combustible materials within the city except as provided herein. Outdoor burning shall be authorized for fires used solely for recreational or ceremonial purposes, or in the noncommercial preparation of food, or used exclusively for the purpose of supplying warmth during cold weather. Such burning shall be subject to the requirements of the Texas Commission on Environmental Quality (TCEQ) and shall not exceed three feet by three feet (3'x3') in size.

. . . .

(f) Exception to Prohibition on Open Burning. Owners of single tracts of land or lots of record of minimum size of two (2) ten (10) acres may burn natural vegetation harvested on site with prior review and approval from the Fire Marshal notification to the Fire Chief. The approved burn area shall be pre-determined not exceed ten feet by ten feet (10'x10') and must have a pre-approved water source on site.

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

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

SECTION 6: PENALTY. Any person, firm, corporation, or entity violating this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 8. OPEN MEETING. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Collin County, Texas, on this the 7th day of March 2023.

	Vicki Sanson, Mayor
ΓΤΕST:	



CITY OF LAVON Agenda Brief

MEETING: <u>March 7, 2023</u> ITEM: <u>8 - J</u>

Item:

Discussion and action regarding the Public Utility Commission of Texas inquiry relating to the 2023 consumer price index (CPI) adjustment to municipal telecommunications right-of-way access lines rates.

Background:

The Public Utility Commission notified the City that the access line rates have increased by 4.2883% due to inflation as measured by the consumer price index. The change in rates is outlined on the attached form.

The line rates are paid by the telecommunication companies to the City to compensate for using the city's right-of-way.

If the City does not take action to refuse the increase, the increase will automatically be implemented.

Financial Implication:

Taking no action maintains the rate adjustment for inflation.

Staff Notes:

Staff recommends that the City Council take no action and allow the rates to be adjusted for inflation.

Attachments: PUC Form

2023 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

February 24, 2023

PURPOSE

This letter is to notify you that your city's 2023 maximum access line rates have increased by 4.2883% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

DEFAULT RATES FOR 2023: INCREASE

Based on the choices made by your city in April 2022, your city's 2023 rate will either be adjusted for inflation, or will remain the same as your 2022 rate. According to our records, when similar CPI adjustments were made in April 2022, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2023 rates will reflect an increase of 4.2883% from your 2022 rates. You have the option to decline this increase in rates by taking the action explained below.

ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2023. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2023?

If a city does not respond by April 30, 2023, the rates for your city will increase from 2022 levels to the newly established 2023 levels. The next opportunity to adjust your rates will be September 1, 2023.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2023.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2023, you will receive a similar letter in March 2024.

See over...

RECEIVED

FEB 2 7 2023

CITY OF LAYON

City of Lavon

Kesidential:	\$0.70	Non-Residential:	\$1.53	Point-to-Point:	\$2.28
	and the second s	rates for 2023 are as PI inflation adjustme		lote: These are high	er than the 2022
Residential:	\$0.74	Non-Residential:	\$1.60	Point-to-Point:	\$2.38
		ease in rates, notify the PUC. To accept r			
epresentative for eccept the defau	or the City/Tov It rates indicat	, Title wn/Village of ed in SECTION 2 abo Residential	ove. Instead	The distance of the following the foll	e City declines to
Date:		Signature			
Other Comments	s:				
	and the second s				
HOW TO RES				UIRIES	
Mail: Stephen l	Mendoza		Inqui	ries only. NOT for s	sending your response
Mail: Stephen l Public Utility C	Mendoza Commission		Inqui HB1	ries only. NOT for s 777@puc.texas.gov	
HOW TO RES Mail: Stephen I Public Utility O P.O. Box 13320 Austin, Texas 7	Mendoza Commission 6		Inqui HB1	ries only. NOT for s	
Mail: Stephen I Public Utility O P.O. Box 13320 Austin, Texas 7	Mendoza Commission 6 78711-3326 phen Mendoz	a at: 512-936-7428; @puc.texas.gov	Inqui HB1	ries only. NOT for s 777@puc.texas.gov	
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Mail: Stephen I Public Utility O P.O. Box 13320 Austin, Texas 7 Or FAX to Ste EMAIL to step	Mendoza Commission 6 78711-3326 Then Mendoz Then.mendoza CT INFORM	@puc.texas.gov	Inqui HB1' Phon	ries only. NOT for s 777@puc.texas.gov e No: 512-936-7394	
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Mail: Stephen I Public Utility O P.O. Box 13320 Austin, Texas 7 Or FAX to Ste EMAIL to step CITY CONTA Please notify us Phone No. 1: 69	Mendoza Commission 6 78711-3326 Then Mendoz Then Mendoza CT INFORM Is if the contact 72) 843-4220	<pre>@puc.texas.gov MATION t information we have</pre>	Inqui HB1' Phon	ries only. NOT for s 777@puc.texas.gov e No: 512-936-7394	
Mail: Stephen I Public Utility O P.O. Box 13320 Austin, Texas 7 Or FAX to Ste EMAIL to step CITY CONTA Please notify us Phone No. 1:	Mendoza Commission 6 78711-3326 Then Mendoz Then Mendoza CT INFORM Is if the contact 72) 843-4220	<pre>@puc.texas.gov MATION t information we have</pre>	Inqui HB1' Phon	ries only. NOT for s 777@puc.texas.gov e No: 512-936-7394	

KIM DOBBS CITY SECRETARY or current city official responsible for right-of-way issues CITY OF LAVON PO BOX 340; 120 SCHOOL ROAD LAVON TX 75166