



AGENDA
OCTOBER 20, 2020
LAVON CITY COUNCIL
7:00 PM
REGULAR MEETING
TELEPHONIC MEETING

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

In accordance with the orders of the Office of the Governor, the meeting will be conducted by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be no physical location for the meeting. The meeting agenda and packet are posted online at www.cityoflavon.com.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

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

2. INVOCATION

3. PROCLAMATION & PRESENTATION

TML 2020 Municipal Excellence Award for Public Safety in Cities under 25,000 Population

First Responders Day – October 28, 2020

4. CITIZENS COMMENTS

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

5. ITEMS OF INTEREST/COMMUNICATIONS

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

6. 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 October 6, 2020 meeting.

7. ITEMS FOR CONSIDERATION

A. Discussion and action regarding Resolution No. **2020-10-06** approving and authorizing the Mayor to execute a professional services agreement with Kimley Horn for professional planning services associated with the Comprehensive Plan Update.

B. Discussion and action regarding Ordinance No. **2020-10-03** authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 0.399 acres of commercially-zoned property in the 7-Eleven Addition, Lot 2; providing for a severability clause; providing for an effective date.

C. Discussion and action regarding acceptance of the Endeavor Sewer Force Main construction project.

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

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

8. DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – Reports for traffic stops, calls for service, call breakout and consolidated activity.
- B. Fire Services – LFD service and equipment report.
- C. Public Works Services – 1) General utilities, public works and street maintenance report including projects, mowing and trash collection, 2) code enforcement report, and 3) capital improvements project report.
- D. Administration Services – 1) Building Permits Report; 2) CWD Recycling Report, 3) Collin County Tax Collection Report, 4) Sales Tax Report, 5) TxDOT SH 205 Report, and 6) general staff report.

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) to discuss the following items 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 the Texas Open Meetings Act regarding an agreement for the provision of sanitary sewer service in an unincorporated area.

10. RECONVENE INTO REGULAR SESSION

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

11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS


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

November 3 – Regular Meeting

12. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

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 October 16, 2020.



Rae Norton, City Secretary



PRESS RELEASE

CITY OF LAVON
P.O. Box 340, 120 School Rd.
Lavon, TX 75166
www.cityoflavon.com

TEXAS MUNICIPAL LEAGUE
1821 Rutherford Lane, Suite 400
Austin, TX 78754
512-231-7400

FOR IMMEDIATE RELEASE
October 14, 2020

CONTACT: Kim Dobbs
972-843-4220

During the 2020 Virtual Texas Municipal League (TML) Annual Conference and Exhibition, the City of Lavon received the 2020 Municipal Excellence Award in public safety for cities under 25,000 in population. The award recognized the City for its Camp 9-1-1.

The City of Lavon's Camp 9-1-1 was developed to help young residents ages 9 through 11 in emergency situations. The Lavon Police, Fire, and Public Works Departments partner with other agencies to provide interactive training that allows campers to become familiar with equipment used in emergencies. Campers also participate in plausible emergency scenarios to learn how to appropriately respond. Attendance is limited to 30 campers to provide maximum interaction time. This outreach program is free to residents and has helped foster positive relationships among community members and first responders.

"Camp 9-1-1 is one of our favorite events and has become a popular hometown tradition, said Mayor Vicki Sanson. "We are extremely grateful for Camp 9-1-1 to be recognized for this prestigious award and congratulate the city staff who work so hard to make it a great experience for our residents."

Go to www.cityoflavon.com to see a highlights video of the Camp 9-1-1 award presentation.

TML's Municipal Excellence Awards recognize and encourage the achievements of Texas cities in meeting the challenge of municipal governance. Innovative problem-solving, excellence in management, increasing citizen participation, and reaching toward higher service levels are all daily occurrences in Texas cities, and they deserve recognition. This awards program seeks out the best of these programs to honor. Awards are given in two population categories (under 25,000 and over 25,000) and five areas (management innovations, communication programs, city spirit, public safety, and public works).

The 2020 TML Annual Conference and Exhibition was held virtually on October 14-16. TML is a voluntary association of 1,160 Texas cities. Guided by its purpose statement—*Empowering Texas cities to serve their cities*—the League provides support and services to city governments. The City of Lavon is a member of TML.

For further information about TML and the awards program, contact Rachael Pitts at 512-231-7400 or rpitts@tml.org.



Pictured L-R, Fire Chief Danny Anthony, City Administrator Kim Dobbs, Council Member John Kell, Council Member Mike Cook, Mayor Vicki Sanson, Council Member Mindi Serkland, Mayor-Pro Tem Kay Wright, City Secretary Rae Norton, Police Chief Mike Jones, Not Pictured Councilman Ted Dill



PROCLAMATION
City of Lavon, Texas
First Responders Day

WHEREAS, courageous and dedicated men and women work to protect and aid the public during emergencies as both professional and volunteer first responders; and

WHEREAS, first responders include 911 dispatchers, law-enforcement officers, professional and volunteer firefighters, emergency medical services personnel, emergency management professionals, search and rescue teams and members of other organizations in the public safety sector; and

WHEREAS, every day, first responders risk their own safety in the performance of their duties to protect our citizens; and

WHEREAS, first responders are the first and best defense against all emergencies that may threaten our communities;


NOW THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon do hereby proclaim that in observance of

First Responders Day, October 28, 2020

the citizens of the City of Lavon proudly join hands in the common purpose to salute and to pay homage to those men and women who serve as a First Responder and encourage all citizens to take time out of their day to show first responders how much we value their service to our city.

IN WITNESS WHEREOF, I cause the Official Seal of the City of Lavon to be affixed this 20th day of October 2020.




Vicki Sanson, Mayor



City of Lavon

October 7 at 4:49 PM · 🌐



We can't wait to see all the awesome entries in the LVFD Pumpkin Carving Contest.



Lavon Fire Department

October 7 at 2:54 PM · 🌐

Let's have some fun - this will be our first virtual pumpkin contest open to all residents of Lavon.

Pumpkins can be carved or decorated (parents please supervise for safety) deadline for entry is October 29 by 7pm.

Age groups as follows:

PK - 6

7 - 10

11 - 15

Please email your pumpkin picture along with your child's age group, Name and a contact phone number to lavonpumpkin@gmail.com.

Winners will be notified by phone and prizes delivered on Saturday October 31st starting at noon.



**MINUTES
OCTOBER 6, 2020
LAVON CITY COUNCIL
REGULAR MEETING
TELEPHONIC MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

The meeting was conducted telephonically in accordance with the orders of the Office of the Governor in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19). The meeting agenda and packet were posted on the city website prior to the meeting.

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

1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M., TOOK ROLL AND CONFIRMED A QUORUM PRESENT.

2. MAYOR SANSON OBSERVED A MOMENT OF SILENCE.

3. PROCLAMATION

Mayor Sanson presented a proclamation naming October 2020 as Domestic Violence Awareness Month.

4. CITIZENS COMMENT

There were no citizen comments.

5. ITEMS OF INTEREST/COMMUNICATIONS

- X-treme Green Event-October 17, 2020 8am-3pm.
- City Hall will be a voting location for the November 3rd election. Early voting begins on October 13, 2020.
- LEDC \$20 Coupon promotion will run from November 15, 2020 to December 15, 2020.
- Congratulations to Mayor Sanson for being named "Public Servant of the Year" by the Lavon Area Chamber of Commerce.
- Main St. churches will be having Fall Fest on October 31, 2020.
- Donations for the North Texas Food Bank totaled 337 pounds of peanut butter.

6. CONSENT AGENDA

- A. Approve the minutes of the September 15, 2020 meeting.**
- B. Approve Resolution No. 2020-10-01 confirming the authorization of the submission of the grant application to the Office of the Governor, Homeland Security Grants Division for the Lavon Police Department National Incident-Based Reporting System (NIBRS) upgrade; designating the authorized official; and providing for an immediate effective date.**
- C. Approve Resolution No. 2020-10-02 approving and authorizing the mayor to execute a Contract Amendment to the Police Department Interlocal Dispatch Services Agreement with Collin County for Dispatch Services for a one (1) year period from October 1, 2020 to September 30, 2021; and providing for an effective date.**
- D. Approve Resolution No. 2020-10-03 approving and authorizing the mayor to execute a Contract Amendment to the Fire Department Interlocal Dispatch Services Agreement with Collin County**

for Dispatch Services for a one (1) year period from October 1, 2020 to September 30, 2021; and providing for an effective date.

- E. Approve Resolution No. 2020-10-04 approving and authorizing the Mayor to execute an Assignment of License Agreement with Lavon Lakepointe Development, LLC for a License Agreement between Northeast Texas Rural Rail District and Lavon Lakepointe Development LLC for the construction of permitted sanitary sewer system improvements near Moore Lane and State Highway 78.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: DILL
SECONDED: KELL
APPROVED: UNANIMOUS
Absent: Serkland

7. ITEMS FOR CONSIDERATION

- A. Discussion and action regarding the preliminary plat of the Lake Breeze addition on 59 acres of land situated in the Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2152129), southwest of the intersection of SH 78 and FM 6, City of Lavon, Texas and consisting of 109 residential lots on 32 acres and retail uses on 27 acres.

Ms. Dobbs provided a report from the Planning and Zoning Commission and information regarding the preliminary plat and introduced Bryan Klein, ION Designs, who answered questions regarding the application. Mr. Klein added that no changes have been made from the concept plan that was approved previously.

MOTION: APPROVE THE PRELIMINARY PLAT OF THE LAKE BREEZE ADDITION ON 59 ACRES OF LAND SITUATED IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, (CCAD PROPERTY ID 2152129), SOUTHWEST OF THE INTERSECTION OF SH 78 AND FM 6, CITY OF LAVON, TEXAS AND CONSISTING OF 109 RESIDENTIAL LOTS ON 32 ACRES AND RETAIL USES ON 27 ACRES.

MOTION MADE: WRIGHT
SECONDED: DILL
APPROVED: UNANIMOUS
Absent: Serkland

- B. Receive presentation and discussion regarding a proposed business model developed for a to-go daiquiri and 'spiked' coffee establishment at 450 SH 78 in the commercial space previously occupied by Goodfella's Pizza.

Mandalyn Spink made a presentation to the City Council regarding a business model for a to-go daiquiri and "spiked" coffee establishment to be located in the shopping center at 450 SH 78. Ms. Spink answered questions from the Council. The consensus expressed by the Council was in general support of the proposal.

- C. Discussion and action regarding Resolution No. 2020-10-05 authorizing the work outlined in the September 14, 2020 Quote submitted by Joe Goddard Enterprises for Outdoor Warning Siren System repairs and improvements in the amount of \$44,250.00.

Ms. Dobbs reviewed the Capital Improvements Plan project and introduced LVFD member Travis Tilley to provide additional information. Mr. Tilley presented information regarding the review of the current features and capabilities of the current outdoor storm warning system, detailed needed improvements and extensions to the current system, and summarized the process of gathering and evaluating quotes for the equipment and services.

MOTION: APPROVE RESOLUTION NO. 2020-10-05 AUTHORIZING THE WORK OUTLINED IN THE SEPTEMBER 14, 2020 QUOTE SUBMITTED BY JOE GODDARD ENTERPRISES FOR OUTDOOR WARNING SIREN SYSTEM REPAIRS AND IMPROVEMENTS IN THE AMOUNT OF \$44,250.00

MOTION MADE: KELL
SECONDED: WRIGHT
APPROVED: UNANIMOUS
Absent: Serkland

- D. Discussion and action regarding Ordinance No. 2020-10-01 providing for the adoption of current regulations and amendments to the Texas Retail Food Rules of the Texas Department of State Health Services for mobile food units (MFU); providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00); and providing for an effective date.**

Ms. Dobbs provided information regarding the current regulations and proposed guidelines.

MOTION: APPROVE ORDINANCE NO. 2020-10-01 PROVIDING FOR THE ADOPTION OF CURRENT REGULATIONS AND AMENDMENTS TO THE TEXAS RETAIL FOOD RULES OF THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR MOBILE FOOD UNITS (MFU); PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION MADE: WRIGHT
SECONDED: COOK
APPROVED: UNANIMOUS
Absent: Serkland

- E. Discussion and action regarding Ordinance No. 2020-10-02 amending the Fee Schedule approved and adopted by Ordinance No. 2020-09-05 for the Fiscal Year October 1, 2020 through September 30, 2021; and providing an effective date.**

Ms. Dobbs noted that with the approval of Ordinance No. 2020-10-01, the fee schedule amendment is provided to set out corresponding fees.

MOTION: APPROVE ORDINANCE NO. 2020-10-02 AMENDING THE FEE SCHEDULE APPROVED AND ADOPTED BY ORDINANCE NO. 2020-09-05 FOR THE FISCAL YEAR OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: DILL
SECONDED: COOK
APPROVED: UNANIMOUS
Absent: Serkland

- F. Discussion and action regarding board and commission appointments – International Fire Code (IFC) Board of Appeals.**

Ms. Dobbs reviewed the current board members and their willingness to be reappointed.

MOTION: RE-APPOINT JEFF DONALDSON, SEAT 3 AND RICHARD HOLLIEN, SEAT 7 TO THE INTERNATIONAL FIRE CODE (IFC) BOARD OF APPEALS.

MOTION MADE: WRIGHT
SECONDED: COOK
APPROVED: UNANIMOUS
Absent: Serkland

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

Ms. Dobbs reviewed GA Order-30 and reported that the City Attorney is continuing to monitor the changes and keeping City Hall updated. Ms. Dobbs added that early voting will begin October 13, 2020 and City Hall continues to be closed to the public. Ms. Dobbs provided a report regarding delinquent utility accounts and requested direction regarding the City's COVID-19 cutoff policy. The

City Council expressed support for reinstating shut off notices beginning in January 2021. The City staff will contact customers to notify them of the change in policy and discuss options for payment.

8. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- October 20, 2020 Regular City Council Meeting 7:00 p.m.

9. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:19 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 20th day of October 2020.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON Agenda Brief

MEETING: October 20, 2020

ITEM: 7 - A

Item:

Discussion and action regarding Resolution No. **2020-10-06** approving and authorizing the Mayor to execute a professional services agreement with Kimley Horn for professional planning services associated with the Comprehensive Plan Update.

Background:

In November 2019, the City Council approved a Comprehensive Vision Assessment (CVA) and Strategic Plan that included updates of the Future Land Use Plan and Thoroughfare Plan. The CVA process resulted in the collection of valuable input from the residents regarding their desires for the city and it provides a strong starting point for revision and update of the remainder of the Plan.

Excerpt: Texas Local Government Code

Section 213.003

Sec. 213.003. ADOPTION OR AMENDMENT OF COMPREHENSIVE PLAN. (a)

A comprehensive plan may be adopted or amended by ordinance following:

- (1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and
- (2) review by the municipality's planning commission or department, if one exists.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

The 2013 Comprehensive Plan can be downloaded [here](#) and the 2019 Community Vision Assessment (CVA) can be downloaded [here](#). If you would like a hard copy of either document, please let me know.

On June 23, 2020, the Planning and Zoning Commission directed the staff to review options for updating the 2013 Comprehensive Plan in its entirety. Abra Nusser, the principle at Ideation Planning, who prepared the CVA is now at Kimley-Horn submitted a draft scope for the project and a preliminary cost estimate.

On August 25, 2020, the Planning and Zoning Commission voted to recommend to the City Council that funding for the Comprehensive Plan Update should be included in the 2020-21 Annual Budget. Because of the capital projects that are related directly to the Comprehensive Plan, proceeds from the 2020 Series Certificate of Obligation may be used to fund a portion if not all of the update. The City Council allocated funding for the Comprehensive Plan update in the 2020-21 Budget.

Financial Impact

Funding for the project has been allocated in the approved budget.

Staff Notes:

The City Attorney has reviewed and approved the agreement. Approval is recommended.

Attachments: Resolution and proposed engagement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-10-06

Professional Services – Comprehensive Plan Update

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN FOR PROFESSIONAL PLANNING SERVICES ASSOCIATED WITH THE COMPREHENSIVE PLAN UPDATE.

WHEREAS, the City Council of the City of Lavon adopted the Comprehensive Plan in 2013; and

WHEREAS, the City Council adopted the Community Vision Assessment and Strategic Plan in November 2019; and

WHEREAS, the City Council finds it is in the best interest of the residents of the City of Lavon for the Comprehensive Plan to be updated.

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

SECTION 1. That the City Council does hereby approve and authorize the Mayor to execute a professional services agreement with Kimley Horn for professional planning services associated with the Comprehensive Plan Update, which is attached hereto and labeled “Exhibit A”.

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 20th day of October 2020.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-10-06

EXHIBIT A

Professional Services Agreement



October 14, 2020

Vicki Sanson
Mayor
120 School Road
Lavon, Texas 75166
Via email delivery to kim.dobbs@cityoflavon.org

Re: Comprehensive Plan Update – Professional Services Agreement

Dear Ms. Sanson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Lavon (“Client” or “City”) for providing professional services for the development of a Comprehensive Plan Update for the City of Lavon (The Project).

Project Understanding

The scope of services is intended to include the development of a Comprehensive Plan Update for the City of Lavon. The Scope of Services includes updating portions of the Comprehensive Plan that were not included with the Community Vision Assessment completed by Ideation Planning in 2019. The Project’s major goal will be to provide a guide for Lavon’s development over the next 20 years. The Project will address both existing conditions and future opportunities and strategies. The Project will detail physical (infrastructure) and economic impacts that future development could bring to Lavon. The Project will develop a framework for implementation covering: who, what, when, where, why, and how. Components included in the Community Vision Assessment, including community feedback, will be utilized in the full Comprehensive Plan Update to build on previous work.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management and Coordination Meetings

Kimley-Horn will perform the following services for this task:

- Prepare project schedule and provide schedule updates if the schedule changes.
- Provide monthly progress reports for review by the City’s Project Manager. The Project is anticipated to take less than 12 months, with the schedule being flexible to accommodate changes in COVID-19-related restrictions and events. A detailed schedule shall be provided by Kimley-Horn and finalized with the City’s Project Manager shortly after contract execution.
- Prepare for and attend monthly coordination calls or video conference meetings with the project team. Up to eight coordination meetings will be held.
- Compile notes for the coordination meetings.
- Prepare and submit monthly invoices. Invoices for all work completed during the period will be submitted monthly (with a progress report) for work performed.
- Provide direction to key team members and coordinate project tasks and outreach as applicable.

Task 2 – Community Engagement

Due to COVID-19, some or all engagement may be done digitally until social distancing restrictions are lifted. Until restrictions are lifted, all engagement will take place online, via video conferencing, on the web, or by phone. Video conferencing will be handled either by Teams or Zoom and will be complemented with an interactive project website and social media. Should the restrictions be lifted during the project, Kimley-Horn and the City can reevaluate engagement methods and the remaining schedule at that time.

Kimley-Horn will perform the following services for this task:

- *Project Branding Strategy.* The marketing and branding of the Project will be developed and established early in the planning effort. The Project Branding Strategy will dictate the look of the plan document, color palette, and other visual components to the brand and will be utilized in the development of subsequent documents throughout the project. Branding Strategy will be a one-page document intended for Project Team use only.
- *Project Website.* A brief content memo will be provided for the City to provide information on the City website regarding the planning effort with a comment form and contact information. The City will create the Project Website and maintain it throughout the planning effort.
- *Social Media.* Kimley-Horn will post periodic project updates, including opportunities for engagement, on the City Facebook. The Kimley-Horn Project Manager shall be given posting permissions on the City Facebook account to make all necessary and appropriate Project posts. Three social media posts will be provided at Project launch to say Lavon is planning more with a link for any comments (i.e. a comment form) and three social media posts toward the end for the public to attend a Zoom townhall for a draft run through and receive comments.
- *Comprehensive Plan Advisory Committee (CPAC).* The CPAC is a small group of City representatives and stakeholders to get policy direction at key points in the Project process. CPAC shall be made up of nine to 13 members of the community with representation of interests such as the school district, developers, neighborhood leaders, property owners, elders, etc. Kimley-Horn will present and receive direction from the CPAC up to three times during the Project process as noted in the sections that follow. The Planning and Zoning Commission can serve as CPAC if desired by the City.
- *City Council.* Kimley-Horn will present and receive direction from City Council up to three times during the Project process as noted in the sections that follow.

Task 2 Deliverable: Project Branding Strategy One-Page Summary
 Project Website Content Memo
 Six Social Media Posts with Associated Wording and Share Graphics

Task 3 – Planning Foundations

Kimley-Horn will perform the following services for this task:

- *Data Collection:* Kimley-Horn will submit an official data collection request to gather existing data from the City and/or its consultants, including GIS Files, maps, TxDOT roadway plans and other approved plans and studies impacting the City.

- *Community Snapshot:* Kimley-Horn will provide a limited update to the planning baseline prepared in the Community Vision Assessment by reviewing and analyzing existing conditions. The Snapshot is anticipated to represent a "snapshot" in time of the existing context for the City and will include the following elements:
 - Study Area Map – (Ultimate Municipal Boundary)
 - Study Area Market Factors (Identify the Demographics within Trade Area)
 - Brief History of Lavon – Provided by the City
 - Current Plans Hierarchy and Relevance
 - Existing Land Use Map and Analysis
 - Existing Zoning Map and Analysis
 - Existing Utilities and Drainage Map and Analysis

Task 4 – Comprehensive Plan Development

Kimley-Horn will perform the following services for this task:

- *4.1. Initial Meetings.* Kimley-Horn will initiate a series of kickoff meetings and engagement opportunities to begin the Comprehensive Plan Update.
 - *City Council 1: Kickoff.* Kimley-Horn will present a process overview and Community Vision Assessment recap via FreeConferenceCall video conferencing to City Council and receive initial direction.
 - *Stakeholder Interviews:* Kimley-Horn will interview up to seven individual stakeholders. These stakeholders will be identified by the City, in collaboration with Kimley-Horn, and agreed upon prior to interviewing. The stakeholders may include business owners, residents, elected officials, active developers, City staff, and/or governmental/institutional agencies (such as TxDOT, the school district, etc.). These meetings are intended to be held via Zoom or Teams video conferencing and be approximately 30 minutes in duration.
 - *CPAC/P&Z 1: Kickoff.* Kimley-Horn will lead the CPAC in their first meeting via Zoom video conferencing to review the Community Vision Assessment and the next steps for the Comprehensive Plan Update. Interactive exercises will be performed to gather initial feedback and direction for the Comprehensive Plan Update.
 - *Developer/Property Owner Focus Groups.* Kimley-Horn will lead a collaborative discussion with two developer/property owner groups via Zoom video conferencing to focus in on large areas of land, associated history, and desired development. The City will determine the two groups.

- *4.2 Drafting the Comprehensive Plan.* Kimley-Horn will draft the Comprehensive Plan by incorporating all feedback and analysis to date in the Project process. The following topics will be covered in a plan document of approximately 50 pages. Items in italics are topics covered in the Community Vision Assessment that would be utilized again in the updated plan, but they may be updated in some cases.
 - Introduction & Plan Context
 - *Comprehensive Plan Purpose*
 - *Lavon and the Region*
 - *Demographics and Population*
 - *Community Feedback*
 - *Vision and Goals*

- Economic Vitality
 - *Existing Conditions/Community Profile*
 - *Community Differentiators*
 - *Strategies and Actions*
 - Land Use
 - *Existing Land Use and Zoning*
 - *Growth Potential*
 - *Future Land Use and Placemaking*
 - *Housing and Neighborhoods*
 - *Strategies and Actions*
 - Mobility & Connectivity
 - *Existing Conditions (Utilizing Existing, Available Data)*
 - *Mobility Network Analysis*
 - *Master Thoroughfare Plan Update (To be completed by other City consultant. No Cross Sections)*
 - *Map with Existing and Future Thoroughfare Alignments*
 - *Thoroughfare Classification Descriptions*
 - *Strategies and Actions*
 - Infrastructure, Resources, & Energy
 - *Existing Conditions (Utilities, Roads, Technology, Natural Systems)*
 - *Gap Identification*
 - *Strategies and Actions*
 - City Services & Facilities
 - *Existing Services and Facilities (incl. Parks and Recreation)*
 - *City Services and Facilities Needs*
 - *Conceptual Risk Management/Resiliency*
 - Implementation & Monitoring
 - *Key Partners*
 - *Financing*
 - *Action Prioritization*
 - *Benchmarks*
 - *Usage, Updates, and Amendments*
- **4.3 Draft Comprehensive Plan Concepts and Highlights.** Kimley-Horn will provide draft concepts and highlights of the plan in a series of video conferences and online postings.
 - *CPAC/P&Z 2: Draft Concepts and Highlights.* Kimley-Horn will discuss draft concepts and highlights of the Plan with the CPAC via Zoom video conferencing and receive any direction/feedback.
 - *City Council 2: Draft Concepts and Highlights.* Kimley-Horn will present draft concepts and highlights of the Plan with City Council via FreeConferenceCall video conferencing and receive any direction/feedback.
 - *On-Demand Community Forum: Draft Concepts and Highlights.* The community will be led through a series of on-demand online opportunities on the Project Website for collaboration on the draft Comprehensive Plan including: a pre-recorded Zoom PowerPoint presentation utilizing an updated PowerPoint from the City Council meeting, and an embedded survey form about the draft concepts and highlights. Social media will be utilized to complement this effort and notify the public that the opportunities are available.

Kimley-Horn will respond to one consolidated round of comments on the Draft Plan and one follow-up consolidated round of comments for minor tweaks.

Task 4 Deliverables: Draft Plan in PDF format for Review
Revised Plan in PDF format for Public Hearing

Task 5 – Adoption

Kimley-Horn will perform the following services for this task:

- *Draft Plan Online.* The City will post the draft Plan online for two weeks prior to public hearing and provide social media posts to notify the public that it is up for review and comment.
- *CPAC/P&Z 3: Draft Plan.* Kimley-Horn will present and discuss the draft Plan via FreeConferenceCall for public hearing and receive any feedback and/or a recommendation of approval.
- *City Council 3: Draft Plan.* Upon recommendation of approval by CPAC/P&Z, Kimley-Horn will present and discuss the draft Plan via FreeConferenceCall for public hearing and receive any feedback and/or an action of approval.
- Kimley-Horn will address one round (1) of comments from the public hearing process. Following the comment reconciliation, the City will post the final Comprehensive Plan.

Task 5 Deliverables: Final Plan in PDF
Reformatted Pages (Up to 5) of Choice for Handouts

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates or at an agreed upon lump sum amount. Additional Services, including but not limited to the following, are not included in this Agreement:

- Capital Improvements Plan
- Full Market and Fiscal Analysis
- Master Thoroughfare Plan

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- City GIS files, plans, and studies provided by the City in Task 3.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall provide:

- All GIS .shp files to build applicable maps and analyses as identified in the Data Request.
- Project descriptions and layouts of any recently approved and pending projects in the study area.
- Arrangement of meeting venues and publishing necessary notices for Public Hearings and community engagement.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 5 for the total lump sum fee of \$49,500. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Lavon.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a digital copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Abra R. Nusser

By: Abra R. Nusser, AICP
Project Manager

L. Nathan Ante

Nathan Ante, P.E.
Vice President

CITY OF LAVON

By: _____
(signature)

Client's Federal Tax ID: _____

Date: _____

Client's Street Address: 120 School Road
Lavon, Texas 75166

(Print or Type Name)

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, 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, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in

this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the

Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



CITY OF LAVON

Agenda Brief

MEETING: October 20, 2020

ITEM: 7 - B

Item:

Discussion and action regarding Ordinance No. 2020-10-03 authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 0.399 acres of commercially-zoned property in the 7-Eleven Addition, Lot 2; providing for a severability clause; providing for an effective date.

Background:

On November 2, 2010, the residents of Lavon voted in favor of the local option for the legal sale of beer and wine for off-premise consumption only. This measure allows for retail stores, such as grocery stores, convenience stores and pharmacies, to sell beer and wine that customers take unopened from the store. Historically, the local option extended only to property that was in the corporate limits of the City on the date of the election.

A map of the city limits at the time of the local option election is included in the meeting packet.

In 2015 and 2019, the Texas legislature amended the Alcoholic Beverage Code to allow a City to extend by ordinance the local option to property that was annexed after the date of the election. At this time, there is a statutory expiration of the City's authorization to take such action on September 1, 2021.

Code Excerpt:

TEXAS ALCOHOLIC BEVERAGE CODE

Section 251.725 CHANGE OF STATUS FOR CERTAIN TERRITORY ANNEXED BY MUNICIPALITY

Text of subsection effective until September 01, 2021

(a) This section applies only to a municipality whose local option status allows for the legal sale of beer and wine for off-premise consumption only as a result of a local option election on the applicable ballot issue held on or after January 1, 1985.

Text of subsection effective until September 01, 2021

(b) The governing body of a municipality described by Subsection (a) may adopt an ordinance authorizing the sale of beer and wine for off-premise consumption in an area annexed by the municipality after that election if at the time the ordinance is adopted:

(1) the annexed area is not more than one percent of the total area covered by the municipality;

- (2) all of the land in the annexed area is zoned for commercial use only; and
- (3) the annexed area is not adjacent to residential, church, or school property.

On October 5, 2020, property owner Robert Carrozza, President, 78 Lavon, LP requested that the local option be extended to 0.399 acres of property zoned for commercial use on Lot 2 in the 7-Eleven Addition. The front portion of Lot 2 was a part of the City's original incorporation. The back part of the property was annexed by the City of Lavon on March 15, 2011. The property is zoned for commercial uses and satisfies the requirements of Section 251.725 of the Alcoholic Beverage Code.

Financial Implications:

There are not immediate direct financial implications. However, benefits the tax base as extending the local option adds value to the property. Retailers such as grocery stores, convenience stores and national-retail pharmacies may not consider locating at sites that do not have the local option.

Staff Notes:

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

Attachments:

- 1) Proposed Ordinance
- 2) 2010 Election information and map
- 3) Request for extension
- 4) Location exhibits

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-10-03

Extension of Local Option – Sale of Beer and Wine for Off-Premise Consumption
Lot 2, 7-Eleven Addition

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AUTHORIZING THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION PURSUANT TO THE AUTHORITY OF TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 251.725 TO COMMERCIALY-ZONED PROPERTY ON LOT 2, 7-ELEVEN ADDITION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of the City of Lavon, Texas voted in favor of the legal sale of beer and wine for off-premise consumption on November 2, 2010; and

WHEREAS, the City of Lavon annexed the property shown on Exhibit “A” on March 15, 2011; and

WHEREAS, the property shown on Exhibit “A” is less than one percent (1%) of the total area covered by the city of Lavon, and

WHEREAS, all of the land proposed for the extension of the local option in the annexed area is zoned for commercial use only; and

WHEREAS, the land proposed for the extension of the local option in the annexed area is not adjacent to residential, church or school property; and

WHEREAS, all conditions described in the Texas Alcoholic Beverage Code, Section 251.725 have been met.

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

SECTION 1. Findings.

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. Authorization.

The property shown on Exhibit “A” attached hereto and incorporated herein is hereby legally authorized for the sale of beer and wine for off-premise consumption. No townhome or multi-family developments shall be developed directly adjacent to property that is developed for the sale of beer and wine for off-premise consumption.

SECTION 3. Severability Clause.

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

SECTION 4. Cumulative/Repealer Clause.

This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Lavon, Texas, whether codified or uncodified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

SECTION 6. Savings Clause.

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

SECTION 7. Effective Date.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 20th day of October 2020.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-10-03

EXHIBIT A

Part of Lot 2, 7-Eleven Addition

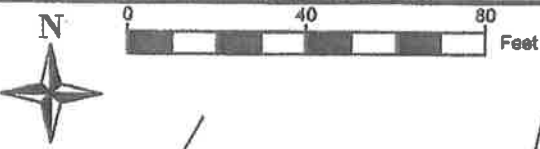
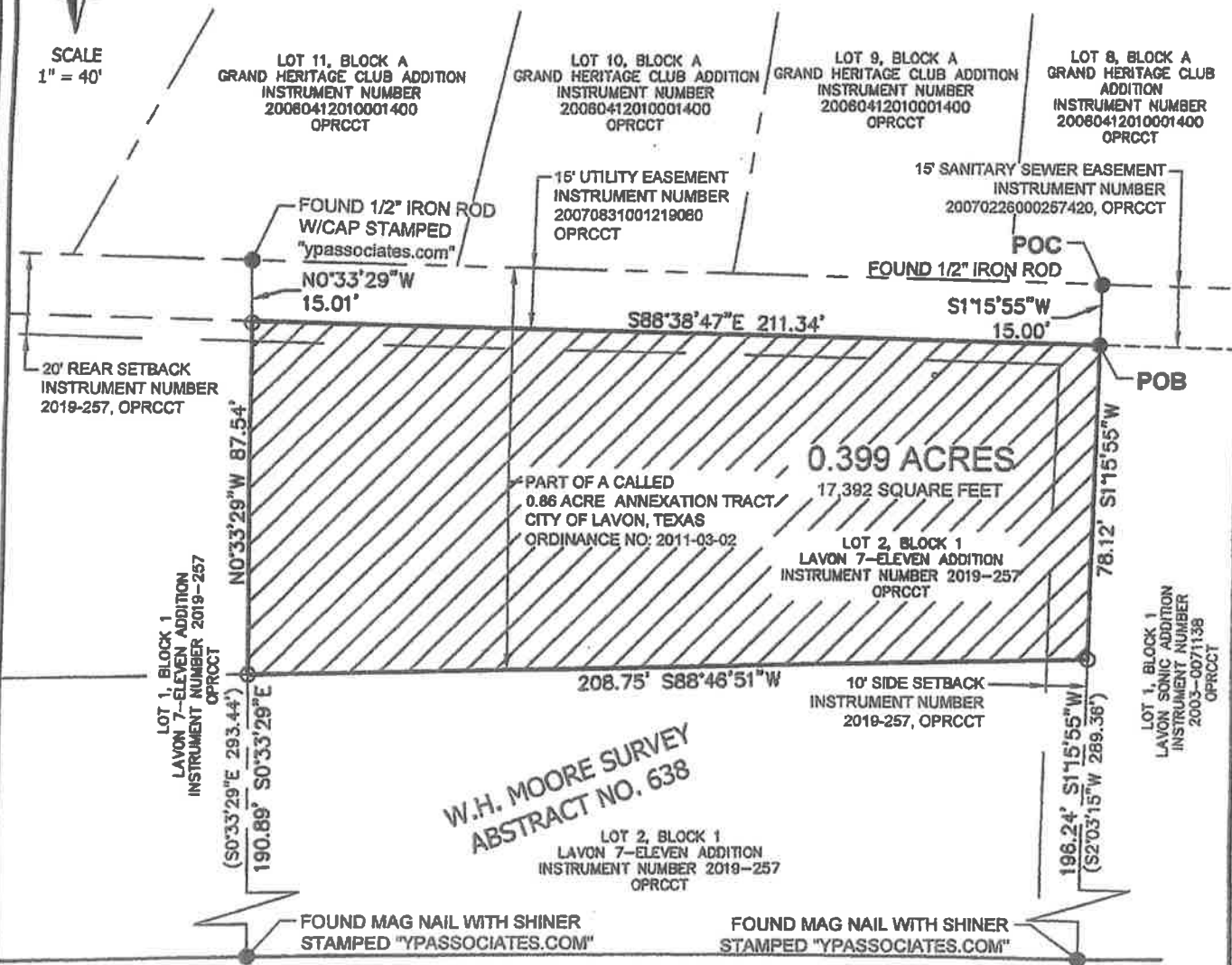


EXHIBIT 'A'



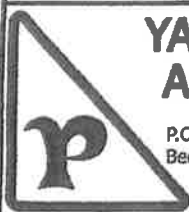
W.H. MOORE SURVEY
ABSTRACT NO. 638

STATE HIGHWAY NO. 78
(VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 831, PAGE 157, OPRCCT

NOTES

- Grid Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.
- Improvements not shown.
- OPRCCT = Official Public Records, Collin County, Texas
- () = Indicates Plat Call
- POC = Point of Commencing / POB = Point of Beginning
- This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

A metes and bounds description of even date accompanies this exhibit.



YAZEL PEEBLES & ASSOCIATES LLC

TBPELS 10194022
P.O. Box 210097 817.268.3316
Bedford, TX 76095 ypassociates.com



0.399 ACRE TRACT

PART OF LOT 2, BLOCK 1
LAVON 7-ELEVEN ADDITION
RECORDED IN
INSTRUMENT NUMBER 2019-257, OPRCCT
SITUATED IN THE W.H. MOORE SURVEY,
ABSTRACT NO. 638

CITY OF LAVON
COLLIN COUNTY, TEXAS

EXHIBIT 'A'

PROPERTY DESCRIPTION

BEING a 0.399 acre tract of land situated in the W.H. Moore Survey, Abstract Number 638, located in the City of Lavon, Collin County, Texas, being a part of Lot 2, Block 1, The Lavon 7-Eleven Addition, recorded in Instrument Number 2019-257, Official Public Records Collin County, Texas (OPRCCT), and part of a called 0.86 acre Annexation tract described in City of Lavon Ordinance No: 2011-03-02, passed and approved March 15, 2011, said 0.399 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron rod at the northeast corner of said Lot 2, Block 1, the northeast corner of said 0.86 acre tract, and the northwest corner of Lot 1, Block 1, Lavon Sonic Addition, an addition to the City of Lavon, recorded in Instrument Number 2003-0071138, OPRCCT;

THENCE South 01 degrees 15 minutes 55 seconds West, with the east line of said Lot 2, Block 1, the east line of said 0.86 acre tract and the west line of said Lot 1, Block 1, Lavon Sonic Addition, a distance of 15.00 feet to the POINT OF BEGINNING of the herein described tract, being the eastern most southeast corner of a .033 acre utility easement described in the Special Warranty Deed to 78 Lavon, LP recorded in Instrument Number 20070831001219060, OPRCCT;

THENCE South 01 degrees 15 minutes 55 seconds West, continuing with the east line of said Lot 2, Block 1, the east line of said 0.86 acre tract and the west line of said Lot 1, Block 1, Lavon Sonic Addition, a distance of 78.12 feet to a point for corner, from which a found mag nail with shiner stamped "YPASSOCIATES.COM" at the intersection of said east and west line with the north right-of-way line of State Highway No. 78 (variable width right-of-way), recorded in Volume 631, Page 157, OPRCCT, bears South 01 degrees 15 minutes 55 seconds West, a distance of 196.24 feet;

THENCE South 88 degrees 46 minutes 51 seconds West, with the south line of said 0.86 acre tract across said Lot 2, Block 1, a distance of 208.75 feet to a point for corner at the intersection of the south line of said 0.86 acre tract with the west line of said Lot 2, Block 1, from which a found mag nail with shiner stamped "YPASSOCIATES.COM" at the intersection of the west line of Lot 2, Block 1 and east line of Lot 1, Block 1, Lavon 7-Eleven Addition, recorded in Instrument Number 2019-257, OPRCCT, with the north right-of-way line of State Highway No. 78 bears South 00 degrees 33 minutes 29 seconds East, a distance of 190.89 feet;

THENCE North 00 degrees 33 minutes 29 seconds West, with the west line of said Lot 2, Block 1, and the east line of said Lot 1, Block 1, Lavon 7-Eleven Addition, a distance of 87.54 feet to a point for corner from which a found 1/2" iron rod with cap stamped "ypassociates.com" at the northwest corner of said Lot 2, Block 1, bears North 00 degrees 33 minutes 29 seconds West, a distance of 15.01 feet;

THENCE South 88 degrees 38 minutes 47 seconds East, with the south line of said utility easement, across said Lot 2, Block 1, a distance of 211.34 feet to the POINT OF BEGINNING and containing 0.399 acres or 17,392 square feet of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An exhibit of even date accompanies this metes and bounds description.



**YAZEL PEEBLES &
ASSOCIATES LLC**

TBPELS 10194022
P.O. Box 210097 817.268.3316
Bedford, TX 76095 ypassociates.com

2020-136-001

PAGE 2 OF 2

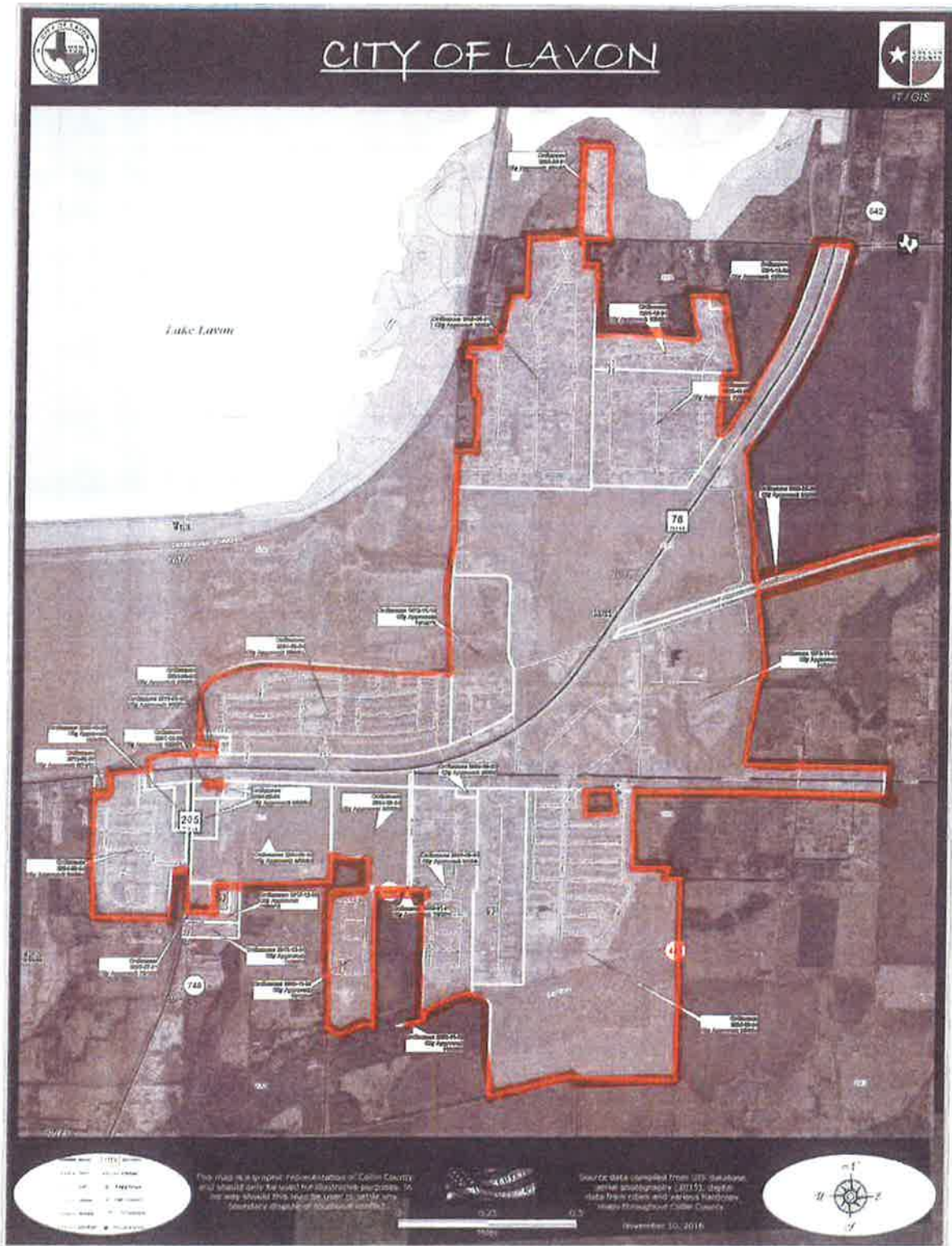


September 25, 2020

0.399 ACRE TRACT

PART OF LOT 2, BLOCK 1
LAVON 7-ELEVEN ADDITION
RECORDED IN
INSTRUMENT NUMBER 2019-257, OPRCCT
SITUATED IN THE W.H. MOORE SURVEY,
ABSTRACT NO. 638

CITY OF LAVON
COLLIN COUNTY, TEXAS



**Corporate Limits of the City of Lavon on November 2, 2010
Date of Local Option Election**

| | |
|--|------------------------------|
| <p>Election Summary Report General Elections Summary For Jurisdiction Wide, All Counters, All Races Combined Accumulated Totals 72 of 72 Vote Centers Reporting</p> | <p>11/10/10 16:11:58</p> |
|--|------------------------------|

Registered Voters 424548 - Cards Cast 157849 Num. Report Precinct 179 - Num. Reporting 179
 37.18% 100.00%

| Proposition 1 - Dallas | | |
|-------------------------------|-------------|---------------|
| | Total | |
| Number of Precincts | 14 | |
| Precincts Reporting | 14 | 100.0 % |
| Vote For | 1 | |
| Times Counted | 9995/26113 | 38.3 % |
| Total Votes | 9344 | |
| Times Blank Voted | 649 | |
| Times Over Voted | 2 | |
| Number Of Under Votes | 0 | |
| For | 7231 | 77.39% |
| Against | 2113 | 22.61% |

| Proposition 2 - Dallas | | |
|-------------------------------|-------------|---------------|
| | Total | |
| Number of Precincts | 14 | |
| Precincts Reporting | 14 | 100.0 % |
| Vote For | 1 | |
| Times Counted | 9995/26113 | 38.3 % |
| Total Votes | 9306 | |
| Times Blank Voted | 684 | |
| Times Over Voted | 5 | |
| Number Of Under Votes | 0 | |
| For | 7200 | 77.37% |
| Against | 2106 | 22.63% |

| Proposition 3 - Dallas | | |
|-------------------------------|------------|---------|
| | Total | |
| Number of Precincts | 14 | |
| Precincts Reporting | 14 | 100.0 % |
| Vote For | 1 | |
| Times Counted | 9995/26113 | 38.3 % |
| Total Votes | 8429 | |
| Times Blank Voted | 1565 | |
| Times Over Voted | 1 | |

| | | |
|-----------------------|-----------|--------|
| Vote For | 1 | |
| Times Counted | 1327/3150 | 42.1 % |
| Total Votes | 1278 | |
| Times Blank Voted | 49 | |
| Times Over Voted | 0 | |
| Number Of Under Votes | 0 | |
| For | 923 | 72.22% |
| Against | 355 | 27.78% |

| | | |
|-----------------------------|----------|---------|
| Local option - Lavon | | |
| | Total | |
| Number of Precincts | 2 | |
| Precincts Reporting | 2 | 100.0 % |
| Vote For | 1 | |
| Times Counted | 566/1158 | 48.9 % |
| Total Votes | 549 | |
| Times Blank Voted | 17 | |
| Times Over Voted | 0 | |
| Number Of Under Votes | 0 | |
| For | 335 | 61.02% |
| Against | 214 | 38.98% |

| | | | |
|-----------------------|---------------|-------|---------|
| Straight Party | | | |
| | | Total | |
| Number of Precincts | | 179 | |
| Precincts Reporting | | 179 | 100.0 % |
| Vote For | | 1 | |
| Times Counted | 157785/424548 | | 37.2 % |
| Total Votes | | 97417 | |
| Times Blank Voted | | 60363 | |
| Times Over Voted | | 5 | |
| Number Of Under Votes | | 0 | |
| Republican | REP | 71016 | 72.90% |
| Democrat | DEM | 25577 | 26.26% |
| Libertarian | LIB | 700 | 0.72% |
| Green | GRN | 124 | 0.13% |

| | | |
|-----------------------|---------------|---------|
| US Rep 3 | | |
| | Total | |
| Number of Precincts | 130 | |
| Precincts Reporting | 130 | 100.0 % |
| Vote For | 1 | |
| Times Counted | 113022/306396 | 36.9 % |
| Total Votes | 110689 | |
| Times Blank Voted | 2331 | |
| Times Over Voted | 2 | |
| Number Of Under Votes | 0 | |

**NOTICE OF LOCAL OPTION ELECTION
(AVISO DE ELECCION DE OPCION LOCAL)**

THE STATE OF TEXAS
(EL ESTADO DE TEXAS)

(CONDADO DE) COLLIN COUNTY, TEXAS

TO THE QUALIFIED VOTERS OF THE CITY OF LAVON, TEXAS.
(A LOS VOTANTES CAPACITADOS LA CIUDAD LAVON, TEXAS).

TAKE NOTICE that an election will be held on the 2nd day of November, 2010,
(TOMEN NOTA que se llevarán a cabo elecciones el 2 día de Noviembre de 2010,) at the places, First Baptist Church, located at 209 Main Street, Nevada, Texas, and all Election Day Vote Centers established under HB719, Countywide Election Day Precincts if applicable, in the manner, and on the issue The legal sale of all beer and wine for off-premise consumption only, set forth in the attached copy of an ORDER.
(en la lugar, First Baptist Church, 209 Main Street, Nevada, Texas, en la forma, y sobre el asunto Para legalizar la venta legal de cerveza y vino para consume solamente fuera del establecimiento, como constatable en el apegado copia de un orden).

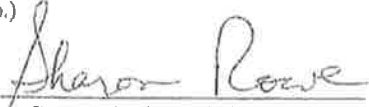
FOR LOCAL OPTION ELECTION to Legalize
(PARA ELECCION DE OPCION LOCAL para Legalizar)

Duly entered by the Commissioners' Court of Collin County, Texas,
(Debidamente asentada por la Corte de Comisionados del Condado de Collin, Texas,)

On the 2nd day of July, 2010.
(El 2 día de Julio, 2010).

Said attached ORDER FOR LOCAL OPTION ELECTION to Legalize
(Dicha ORDEN PARA ELECCION DE OPCION LOCAL anexa, para Legalizar)

is made a part of this notice for all intents and purposes.
(Se considera en todo caso ser parte de este aviso.)


Sharon Rowe, Elections Administrator
(Condado de) Collin County, Texas

FILED
2010 OCT 12 PM 4:24
CLERK OF COUNTY CLERK
COLLIN COUNTY TEXAS
BY: [Signature]

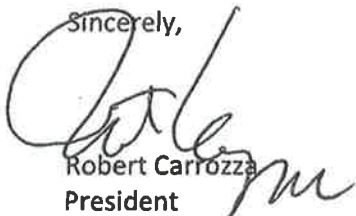
78 Lavon, LP
2714 Routh Street
Dallas Tx, 75201

Robert Carrozza: (214) 922 – 8191

City of Lavon, Kim Dobbs,

This letter serves as a formal request to seek approval for beer and wine sales for the 0.399 acre tract on State Hwy 205. I have included exhibits to show the size and location of this tract referred to as Lot 2, Block 1 of the W.H. Moore Survey Abstract NO. 638. The 0.399 acre tract (17,392 square feet) is referenced as the Lavon 7 – Eleven Addition Instrument Number 2019-257 OPRCCT. Please let me know if there is anything else needed to facilitate this request. Thanks in advance for all your help regarding this matter.

Sincerely,



Robert Carrozza
President
78 Lavon, LP

RECEIVED
OCT 05 2020
CITY OF LAVON

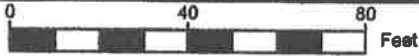


EXHIBIT 'A'

SCALE
1" = 40'

LOT 11, BLOCK A
GRAND HERITAGE CLUB ADDITION
INSTRUMENT NUMBER
20080412010001400
OPRCCT

LOT 10, BLOCK A
GRAND HERITAGE CLUB ADDITION
INSTRUMENT NUMBER
20080412010001400
OPRCCT

LOT 9, BLOCK A
GRAND HERITAGE CLUB ADDITION
INSTRUMENT NUMBER
20080412010001400
OPRCCT

LOT 8, BLOCK A
GRAND HERITAGE CLUB
ADDITION
INSTRUMENT NUMBER
20080412010001400
OPRCCT

FOUND 1/2" IRON ROD
W/CAP STAMPED
"ypassociates.com"

15' UTILITY EASEMENT
INSTRUMENT NUMBER
20070831001219080
OPRCCT

15' SANITARY SEWER EASEMENT
INSTRUMENT NUMBER
20070226000257420, OPRCCT

POC

N0°33'29"W
15.01'

FOUND 1/2" IRON ROD

S88°38'47"E 211.34'

S1°15'55"W
15.00'

POB

20' REAR SETBACK
INSTRUMENT NUMBER
2018-257, OPRCCT

N0°33'29"W 87.54'

0.399 ACRES

PART OF A CALLED
0.88 ACRE ANNEXATION TRACT/
CITY OF LAVON, TEXAS
ORDINANCE NO: 2011-03-02

17,392 SQUARE FEET

LOT 2, BLOCK 1
LAVON 7-ELEVEN ADDITION
INSTRUMENT NUMBER 2019-257
OPRCCT

LOT 1, BLOCK 1
LAVON 7-ELEVEN ADDITION
INSTRUMENT NUMBER 2018-257
OPRCCT

(S0°33'29"E 293.44')

208.75' S88°46'51"W

10' SIDE SETBACK
INSTRUMENT NUMBER
2019-257, OPRCCT

S1°15'55"W
78.12'

LOT 1, BLOCK 1
LAVON SONIC ADDITION
INSTRUMENT NUMBER
2003-0071138
OPRCCT

W.H. MOORE SURVEY
ABSTRACT NO. 638

LOT 2, BLOCK 1
LAVON 7-ELEVEN ADDITION
INSTRUMENT NUMBER 2018-257
OPRCCT

196.24' S1°15'55"W
(S2°03'15"W 289.36')

FOUND MAG NAIL WITH SHINER
STAMPED "YPASSOCIATES.COM"

FOUND MAG NAIL WITH SHINER
STAMPED "YPASSOCIATES.COM"

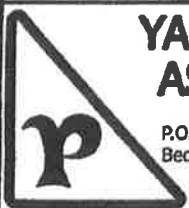
STATE HIGHWAY NO. 78

(VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 631, PAGE 157, OPRCCT

NOTES

- Grid Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.
- Improvements not shown.
- OPRCCT = Official Public Records, Collin County, Texas
- () = Indicates Plat Call
- POC = Point of Commencing / POB = Point of Beginning
- This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

A metes and bounds description of even date accompanies this exhibit.



YAZEL PEEBLES & ASSOCIATES LLC

TBPELS 10194022
P.O. Box 210097
Bedford, TX 76095
817.268.3316
ypassociates.com



September 25, 2020

0.399 ACRE TRACT

PART OF LOT 2, BLOCK 1
LAVON 7-ELEVEN ADDITION
RECORDED IN
INSTRUMENT NUMBER 2019-257, OPRCCT
SITUATED IN THE W.H. MOORE SURVEY,
ABSTRACT NO. 638

CITY OF LAVON
COLLIN COUNTY, TEXAS

EXHIBIT 'A'

PROPERTY DESCRIPTION

BEING a 0.399 acre tract of land situated in the W.H. Moore Survey, Abstract Number 638, located in the City of Lavon, Collin County, Texas, being a part of Lot 2, Block 1, The Lavon 7-Eleven Addition, recorded in Instrument Number 2019-257, Official Public Records Collin County, Texas (OPRCCT), and part of a called 0.86 acre Annexation tract described in City of Lavon Ordinance No: 2011-03-02, passed and approved March 15, 2011, said 0.399 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron rod at the northeast corner of said Lot 2, Block 1, the northeast corner of said 0.86 acre tract, and the northwest corner of Lot 1, Block 1, Lavon Sonic Addition, an addition to the City of Lavon, recorded in Instrument Number 2003-0071138, OPRCCT;

THENCE South 01 degrees 15 minutes 55 seconds West, with the east line of said Lot 2, Block 1, the east line of said 0.86 acre tract and the west line of said Lot 1, Block 1, Lavon Sonic Addition, a distance of 15.00 feet to the POINT OF BEGINNING of the herein described tract, being the eastern most southeast corner of a .033 acre utility easement described in the Special Warranty Deed to 78 Lavon, LP recorded in Instrument Number 20070831001219060, OPRCCT;

THENCE South 01 degrees 15 minutes 55 seconds West, continuing with the east line of said Lot 2, Block 1, the east line of said 0.86 acre tract and the west line of said Lot 1, Block 1, Lavon Sonic Addition, a distance of 78.12 feet to a point for corner, from which a found mag nail with shiner stamped "YPASSOCIATES.COM" at the intersection of said east and west line with the north right-of-way line of State Highway No. 78 (variable width right-of-way), recorded in Volume 631, Page 157, OPRCCT, bears South 01 degrees 15 minutes 55 seconds West, a distance of 196.24 feet;

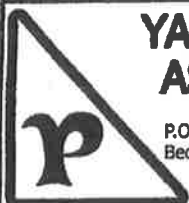
THENCE South 88 degrees 46 minutes 51 seconds West, with the south line of said 0.86 acre tract across said Lot 2, Block 1, a distance of 208.75 feet to a point for corner at the intersection of the south line of said 0.86 acre tract with the west line of said Lot 2, Block 1, from which a found mag nail with shiner stamped "YPASSOCIATES.COM" at the intersection of the west line of Lot 2, Block 1 and east line of Lot 1, Block 1, Lavon 7-Eleven Addition, recorded in Instrument Number 2019-257, OPRCCT, with the north right-of-way line of State Highway No. 78 bears South 00 degrees 33 minutes 29 seconds East, a distance of 190.89 feet;

THENCE North 00 degrees 33 minutes 29 seconds West, with the west line of said Lot 2, Block 1, and the east line of said Lot 1, Block 1, Lavon 7-Eleven Addition, a distance of 87.54 feet to a point for corner from which a found 1/2" iron rod with cap stamped "ypassociates.com" at the northwest corner of said Lot 2, Block 1, bears North 00 degrees 33 minutes 29 seconds West, a distance of 15.01 feet;

THENCE South 88 degrees 38 minutes 47 seconds East, with the south line of said utility easement, across said Lot 2, Block 1, a distance of 211.34 feet to the POINT OF BEGINNING and containing 0.399 acres or 17,392 square feet of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An exhibit of even date accompanies this metes and bounds description.



YAZEL PEEBLES & ASSOCIATES LLC

TBPELS 10194022

P.O. Box 210097
Bedford, TX 76095

817.268.3316
ypassociates.com



0.399 ACRE TRACT

PART OF LOT 2, BLOCK 1
LAVON 7-ELEVEN ADDITON
RECORDED IN
INSTRUMENT NUMBER 2019-257, OPRCCT
SITUATED IN THE W.H. MOORE SURVEY,
ABSTRACT NO. 638

CITY OF LAVON
COLLIN COUNTY, TEXAS

11817



FROM: R-6638 002 02801 / 1.109 AC R-6638-002 00401 / 1.45 AC FOR TAX YEAR 2020

LINE TYPE LEGEND

Table with 2 columns: Line Style and Description. Includes entries for Survey Boundary, Easement, etc.



STATE HIGHWAY NO. 78 (UNLAWFUL WITH BOUNDARY) VOLUME 611, PAGE 137, DISTRICT 10

OWNER: KGH LAVON, LLC 1211 SOUTH WHITE CHAPEL BLVD. SOUTHLAKE, TX 76092

78 LAVON, LP 2717 SOUTH STREET DALLAS, TX 75201

ENGINEER: THE ENGINEER GROUP 10755 SANSHOON ROAD DALLAS, TX 75228

PHONE: 214.343.9400

SURVEYOR: YAZEL PEEBLES & ASSOCIATES, LLC PO BOX 210097 BEDFORD, TX 76095

PHONE: 682.233.2030

Proposed Uses of Land: Lot 1 - Gas Station / Convenience Store Lot 2 - To Be Determined

1. Boundary shown on this Final Plat is based on the Texas General Land Office (TGLO) Survey of the North American Datum of 1983 (NAD 83) (GPO) 1:50,000 Scale, County of Tarrant, Texas, and is shown on the plat as shown on the plat.

YAZEL PEEBLES & ASSOCIATES, LLC logo and address: 10755 SANSHOON ROAD, DALLAS, TX 75228

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF TARRANT

I, the undersigned, being duly qualified and sworn to as a Surveyor in and for the County of Tarrant, State of Texas, do hereby certify that the above and foregoing plat was lawfully and lawfully made and is a true and correct copy of the same as the same appears on the records of the County Clerk of said County.

WITNESSED my hand and seal of office this 20th day of March, 2019.

YAZEL PEEBLES & ASSOCIATES, LLC

Surveyor

My Commission Expires 02/27/2022

My Commission No. 11817

My Commission Issued 02/27/2019

My Commission Issued By: State of Texas

My Commission Issued At: Austin, Texas

My Commission Issued For: Surveying

My Commission Issued For: State of Texas

My Commission Issued For: County of Tarrant

My Commission Issued For: District 10

My Commission Issued For: Volume 611, Page 137

My Commission Issued For: State Highway No. 78

My Commission Issued For: Unlawful with Boundary

My Commission Issued For: District 10

My Commission Issued For: Volume 611, Page 137

My Commission Issued For: State Highway No. 78

My Commission Issued For: Unlawful with Boundary

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My Commission Issued For: District 10

My Commission Issued For: Volume 611, Page 137

My Commission Issued For: State Highway No. 78

My Commission Issued For: Unlawful with Boundary

S11817

FINAL PLAT OF LOTS 1 & 2, BLOCK 1 LAVON 7-ELEVEN ADDITION (2.492 ACRES)

SITUATED IN THE 9th N. MOORE SURVEY, ABSTRACT 638, COUNTY OF LAVON, COLLIN COUNTY, TEXAS

2019-057

2019-057

2019-057

2019-057

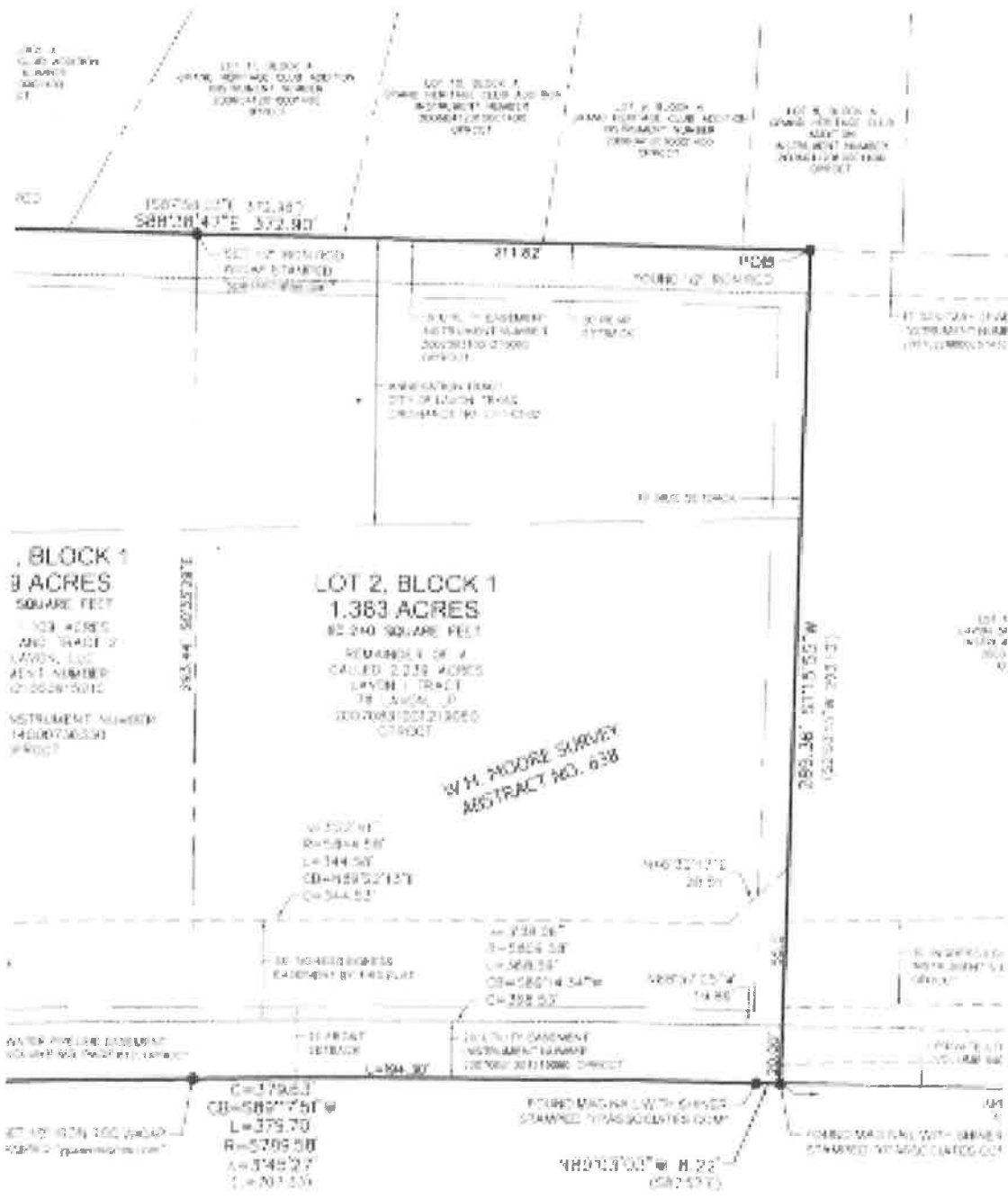
2019-057

2019-057

2019-057

2019-057

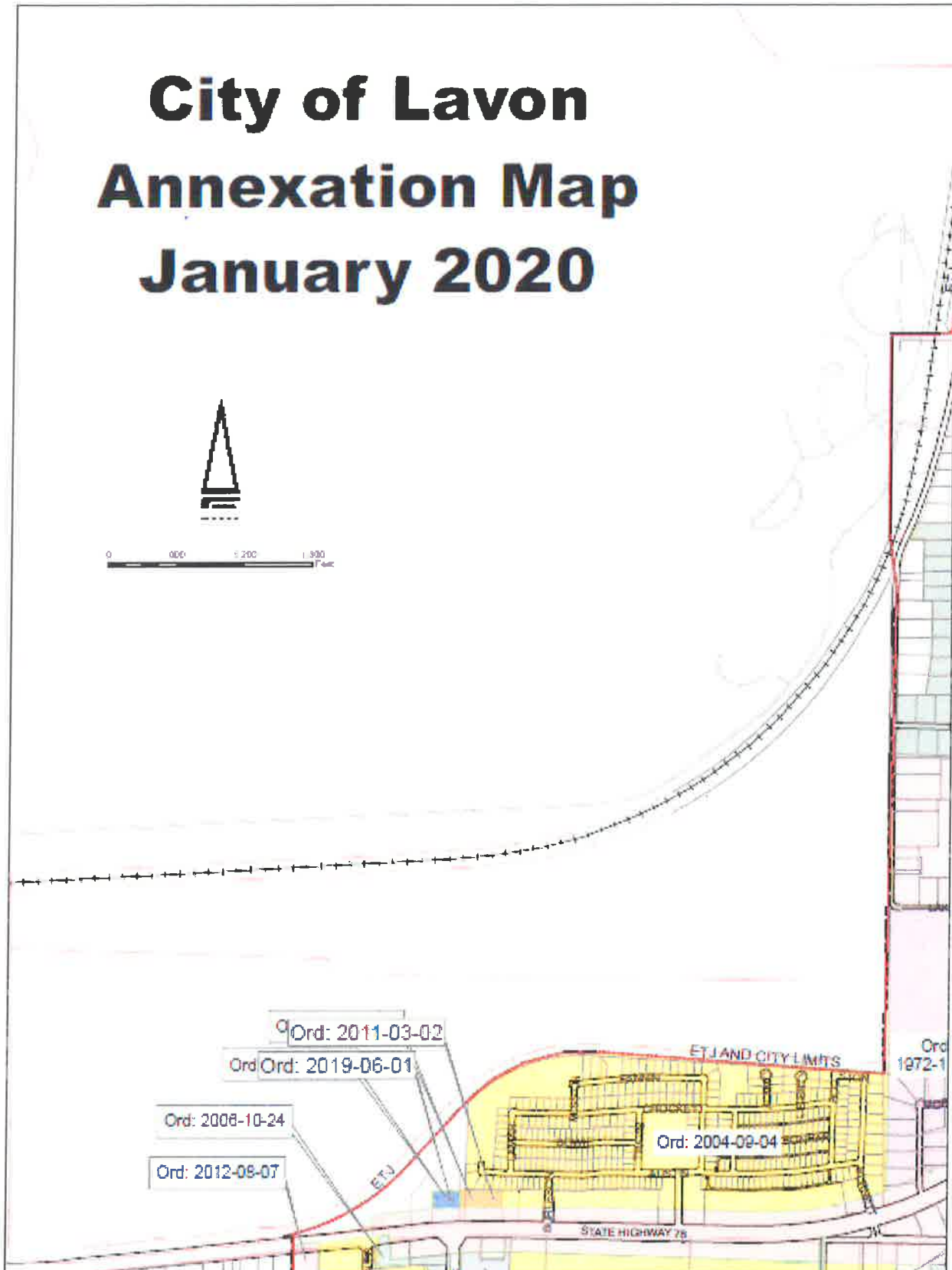
DEED OR PLAT CALL



City of Lavon Annexation Map January 2020



0 400 800 1,200 Feet





CITY OF LAVON Agenda Brief

MEETING: October 20, 2020

ITEM: 7 - C

Item:

Discussion and action regarding acceptance of the Endeavor Sewer Force Main construction project.

Background:

In conjunction with the Texas Department of Transportation (TxDOT) widening of State Highway 205 (SH 205), it was determined that the City's sanitary sewer force main that crossed under SH 205 at Endeavor Boulevard would have to be lowered and relocated.

On July 7, 2020, the City awarded the construction contract to Hayes Construction, LLC. The sewer force main construction has been completed and the City Engineer has recommended that the City accept the infrastructure project.

Financial Implications:

Funding for the City's portion of the project was provided by the proceeds of the 2018 Series Tax Notes. The construction contract provides for a 2-year warranty period.

Staff Notes:

Acceptance of the construction project is recommended.

Attachments: City Engineer Recommendation

VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

October 12, 2020

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

Re: Endeavour Force Main
Final Acceptance

Dear Ms. Dobbs:

The above referenced project has been completed and is available to be placed into service.

Attached are the Affidavit of Bills Paid, Surety Release and Final Pay Application.

We recommend acceptance of the project.

Please contact us if you may have any questions or comments regarding this recommendation.

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

F:\17024 - LAV General Servies\8 - Special Services\SH205 FM\7 - Construction\Endeavour FM - Final Acceptance.docx

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
 §
COUNTY OF COLLIN §
 §

KNOW ALL MEN BY THESE PRESENTS:

Personally, before me the undersigned authority, on this day appeared Lara Jackson, who being duly sworn on oath, says that he is a legal representative of Hayes Construction, LLC. and that the contract for the construction of the project, designated as:

Lavon Wastewater Improvements- Endeavor Blvd Force Main Lowering

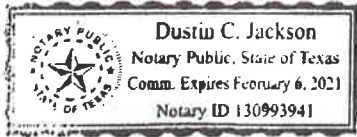
has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

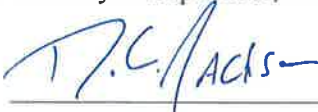


Signature
Director of operations / Co-owner

Title

Sworn to and subscribed before me this, the 10th day of September, 2020.





Notary Public in and for
Collin County, Texas

SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, Tx 78759

CONSENT OF SURETY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

BOND NO.: 5289758

TO OBLIGEE:

(Name and Address)

City of Lavon, Texas
120 School Road
Lavon, TX 75166

CONTRACT FOR:

Endeavor Blvd. Force Main Lowering

PROJECT:

(Name and Address)

Lavon Wastewater Improvements

CONTRACT DATED:

July 7, 2020

PRINCIPAL: Hayes Construction, LLC

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759

, SURETY,

on bond of

(Insert name and address of Contractor) Hayes Construction, LLC

409 Waters Edge Way, Murphy, TX 75094

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

(Insert name and address of Obligee) City of Lavon, Texas

120 School Road, Lavon, TX 75166

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 16, 2020

(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company

(Surety)

(Signature of authorized representative)

Kristofor J. Spiegel

, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

AIA® Document G702® – 1992

Application and Certificate for Payment

| | | | |
|---|---|---|--|
| TO OWNER: City of Lavon 120 School Rd Lavon, TX 75166 | PROJECT: Endeavor Blvd Force Main Lower Endeavor and FM 205 | APPLICATION NO: 001 PERIOD TO: 8/2020 | Distribution to: OWNER <input type="checkbox"/> |
| FROM CONTRACTOR: Hayes Construction, LLC, 409 Waters Edge Way Murphy, TX 75094 | VIA ARCHITECT: Mark D. Hill, P.E., 12160 Abrams Rd, Suite 508 Dallas, TX 75243 | CONTRACT FOR: CONTRACT DATE: 7/7/2020 PROJECT NOS: 17024 | ARCHITECT <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/> |

CONTRACTOR'S APPLICATION FOR PAYMENT

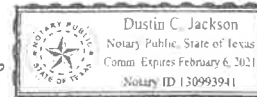
Application is made for payment, as shown below, in connection with the Contract/
AIA Document G703, Continuation Sheet, is attached.

| | |
|---|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ 83,885.25 |
| 2. NET CHANGE BY CHANGE ORDERS | \$ n/a |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ 83,885.25 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ 83,885.25 |
| 5. RETAINAGE: | |
| a. 0 % of Completed Work (Columns D + E on G703) | \$ _____ |
| b. 0 % of Stored Material (Column F on G703) | \$ _____ |
| Total Retainage (Lines 5a + 5b, or Total in Column I of G703) | \$ 0 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ 83,885.25 |
| (Line 4 minus Line 5 Total) | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 0 |
| (Line 6 from prior Certificate) | |
| 8. CURRENT PAYMENT DUE | \$ 83,885.25 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) | \$ 0 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$ | \$ |
| Total approved this month | \$ | \$ |
| TOTAL | \$ | \$ |
| NET CHANGES by Change Order | \$ | n/a |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
By: [Signature] Date: 9/10/2020
State of: Texas
County of: Collin
Subscribed and sworn to before me this 10 day of Sept. 2020
Notary Public: [Signature]
My commission expires: 2-6-2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Mark D. Hill, P.E. Date: 25 SEP 20
By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA Document G703® - 1992
Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE: 09/10/2020
PERIOD TO: 08/2020
ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i> | G TOTAL COMPLETED AND STORED TO DATE <i>(D + E + F)</i> | H BALANCE TO FINISH <i>(C - G)</i> | I RETAINAGE <i>(I) variable rate</i> |
|------------------|-------------------------------------|-------------------------|---|------------------|---|--|--|--|
| | | | D FROM PREVIOUS APPLICATION <i>(D + E)</i> | E THIS PERIOD | | | | |
| P.1 | 224Lf 6"SDR26PVC by open cut | \$ 8,512.00 | n/a | \$ 8,512.00 | n/a | \$ 8,512.00 | 100% | 0 |
| P.2 | 183Lf 6"SDR26PVC in steel case | \$ 2,562.00 | n/a | \$ 2,562.00 | n/a | \$ 2,562.00 | 100% | 0 |
| P.3 | 0.25 ton ductile iron fittings | \$ 1,100.00 | n/a | \$ 1,100.00 | n/a | \$ 1,100.00 | 100% | 0 |
| P.4 | 183Lf 10"x0.25" steel casing | \$ 7,137.00 | n/a | \$ 7,137.00 | n/a | \$ 7,137.00 | 100% | 0 |
| P.5 | 183Lf dry bore | \$ 34,770.00 | n/a | \$ 34,770.00 | n/a | \$ 34,770.00 | 100% | 0 |
| P.6 | Zea. connect to existing force main | \$ 2,800.00 | n/a | \$ 2,800.00 | n/a | \$ 2,800.00 | 100% | 0 |
| P.7 | 1.200 SY grass bermuda seeding | \$ 7,200.00 | n/a | \$ 7,200.00 | n/a | \$ 7,200.00 | 100% | 0 |
| P.8 | 120 SF concrete sidewalk | \$ 2,400.00 | n/a | \$ 2,400.00 | n/a | \$ 2,400.00 | 100% | 0 |
| P.9 | 224Lf sewerline trench safety | \$ 4,704.00 | n/a | \$ 4,704.00 | n/a | \$ 4,704.00 | 100% | 0 |
| P.10 | 2 ea bore pit trench safety | \$ 8,200.00 | n/a | \$ 8,200.00 | n/a | \$ 8,200.00 | 100% | 0 |
| P.11 | 225Lf erosion control | \$ 2,000.25 | n/a | \$ 2,000.25 | n/a | \$ 2,000.25 | 100% | 0 |
| P.12 | traffic control | \$ 2,500.00 | n/a | \$ 2,500.00 | n/a | \$ 2,500.00 | 100% | 0 |
| GRAND TOTAL | | \$ 83,885.25 | n/a | \$ 83,885.25 | n/a | \$ 83,885.25 | 100% | 0 |

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CITY OF LAVON

Agenda Brief

MEETING: October 20, 2020

ITEM: 7 - D

Item:

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

Background:

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

REGULATORY UPDATE

On October 7, 2020 the governor's office extended the Open Meetings Act suspensions for another 30 days. Previously, on March 16, the governor granted the office of the attorney general's request for suspension of certain open meeting statutes. The temporary suspension allows, among other things, for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings that assemble large groups of people.

Also, on October 7, 2020, Governor Abbott issued Executive Order GA-32, effective on October 14, 2020. It does the following of most significance to city residents: (1) opens bars at 50 percent in certain state trauma regions, if the county judge submits an approval form to TABC; (2) increases maximum occupancy for most businesses to 75 percent; and (3) continues to limit outdoor gatherings in a city to 10 persons (other than those expressly allowed by the order), including rafting, tubing, and related services, unless the mayor authorizes more.

On October 8, 2020, County Judge Chris Hill said he would file the necessary paperwork to reopen bars in Collin County, following an executive order issued on October 7, 2020 by Governor Greg Abbott granting county judges the decision-making authority.

This link to the Office of Governor's website provides information regarding orders, proclamation, and updates: <https://gov.texas.gov/coronavirus-executive-orders>

Governor Abbott's website also contains a link (<https://gov.texas.gov/coronavirus>) to testing locations that indicate at this time the closest sites to Lavon are in Wylie and Rockwall.

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

CASE REPORT UPDATE

On October 14, 2020, for the Lavon area zip code 75166, the Collin County Dashboard showed the following:



Compared to the October 2, 2020 Dashboard posting:



OPERATIONS UPDATE

City Hall and the Police Department continue regular operations while the buildings remain closed for public entry.

On October 13, 2020, City Hall was opened to the public as an early voting location for the November 3, 2020 election. City administrative offices remain closed to the public with appointments available as needed.

As previously directed by the City Council and as permitted by the Public Utilities Commission, the Utility Billing Department is preparing notices for customers with delinquent accounts to notify them that disconnections will resume in January. The notice will offer customers the opportunity to contact Utility Billing to discuss their account status.

COVID-19 revenues and expenditures are being monitored. The quarterly report to Collin County is attached.

The Fire Department is exploring options for a pilot program through the council of governments to potentially secure vaccinations for first responders.

A quarterly financial summary of expenditures is included in the attachments.

PROGRAMS UPDATE

A community blood drive with the Carter Bloodcare Mobile Unit has been organized by a resident for October 24, 2020 in the parking lot at City Hall. Information can be obtained by contacting lissa@gosimplytexas.com or calling 214-949-1910. Successful donors may receive a free COVID-19 antibody test.

The City's Fall Festival and Trick or Treat Street have been cancelled this year as a result of the pandemic. Two information pieces are included in the packet that detail suggested safe practices for Halloween. The Fire Department is hosting a pumpkin carving contest and that flyer is included in the meeting packet under Items of Interest.

The Lavon Economic Development Corporation is conducting a second \$20 Coupon Program for Lavon residents/businesses and will be providing the coupons in the utility bills mailed in November. For customer who receive e-bills, the coupons will be directly mailed. The coupons are expected to be valid from mid-November to mid-December.

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

Attachments: GA No. 32 – October 7, 2020
Collin County Judge Chris Hill Press Release – October 8, 2020
Quarterly Expenditure Report
Suggested Safe Halloween Practices



GOVERNOR GREG ABBOTT

October 7, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK
OCT 07 2020
[Signature]
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-32 relating to the continued response to the COVID-19 disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

[Signature]
Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 7, 2020

EXECUTIVE ORDER
GA 32

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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SECRETARY OF STATE
[Signature] O'CLOCK

OCT 07 2020

July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
 - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
 - b. religious services, including those conducted in churches, congregations, and houses of worship;
 - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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3 PM O'CLOCK

OCT 07 2020

- d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
 - f. recreational sports programs for youths and adults;
 - g. any public or private schools, and any public or private institutions of higher education, not already covered above;
 - h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
 - i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.
2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.
- “Areas with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.
3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
- a. amusement parks;
 - b. water parks;
 - c. swimming pools;
 - d. museums and libraries; and
 - e. zoos, aquariums, natural caverns, and similar facilities.
4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.
5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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SECRETARY OF STATE
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OCT 07 2020

6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.
7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
 - a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
 - b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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services.

14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 7th
day of October, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020



Search...

Early Voting for the November General Election runs **Oct. 13-30**. Voting locations and times are **listed here**.

Collin County > Public Information Office > News Releases > County Judge to file paperwork to reopen bars

County Judge to file paperwork to reopen bars

SHARE

County Judge Chris Hill said today he will file the necessary paperwork to reopen bars in Collin County, following an executive order issued yesterday by Governor Greg Abbott granting county judges the decision-making authority.



"With the encouragement and recommendation of the doctors and scientists from Collin County Health Care Services, I will be filing the necessary paperwork with the Texas Alcoholic Beverage Commission (TABC) to allow Collin County bars to reopen next week," Judge Hill announced.

Governor Abbott released his most recent executive order (GA-32) yesterday. The order allows bars across Texas to reopen at 50-percent of capacity, as long as the county's hospitalization rate remains under 15% and the county judge consents. The order goes into effect Oct. 14, and TABC will be responsible for enforcing the Governor's restrictions.

"Our Collin County hospitals and healthcare professionals continue to serve our community with excellence," said Judge Hill. "At no time this year has our hospital capacity been overwhelmed or threatened by COVID-19. Quite simply, Collin County should be completely open. I will listen to everyone, but will follow the science."

According to daily hospitalization figures since March 21, COVID-19 patients in Collin County have occupied 3.05 percent, on average, of the county's 2,702 available general and intensive care beds. As of Wednesday, the Texas Department of State Health Services reported 103 hospitalized COVID-19 patients across Collin County.

[Oct. 8, 2020]



City of Lavon
P.O. Box 340
Lavon, TX 75166
cityhall@cityoflavon.org

CITY OF LAVON
CARES COVID-19 EXPENDITURE REPORT
July 1, 2020 - September 30, 2020
Date of Report: October 6, 2020

| CATEGORY | | AMOUNT |
|--|---------|-----------------|
| PUBLIC HEALTH EXPENDITURES | | |
| Building Maintenance | \$1,929 | |
| Building Supplies | \$4,697 | |
| Personal Protection Equipment | \$359 | |
| Cleaning - Sanitization | \$4,162 | |
| Office Supplies | \$1,436 | |
| Vehicle Cleaning | \$300 | |
| Postage | \$36 | |
| TOTAL PUBLIC HEALTH EXPENDITURES | | \$5,935 |
| PAYROLL & SERVICES EXPENDITURES | | |
| Professional Services - City Attorney | \$294 | |
| EMS Additional Stipend | \$2,800 | |
| Personnel Services | \$1,295 | |
| Training | \$25 | |
| TOTAL PAYROLL & SERVICES EXPENDITURES | | \$4,120 |
| TELEWORKING EXPENDITURES | | |
| Technology & Communications | \$6,718 | |
| TOTAL TELEWORKING EXPENDITURES | | \$6,718 |
| MEDICAL EXPENDITURES | | |
| Medical Supplies | \$0 | |
| Contingency Health Insurance | \$1,091 | |
| TOTAL MEDICAL EXPENDITURES | | \$1,091 |
| ECONOMIC SUPPORT | \$0 | |
| OTHER | \$0 | |
| TOTAL EXPENDITURES | | \$17,863 |



Halloween, Dia de los Muertos, Thanksgiving, no holiday will be spared in 2020 COVID-19, continues devastating communities around the country.

On Monday, the Center for Disease Control & Prevention released its “considerations” for people to follow this holiday season to help protect friends, families, and communities from COVID-19. The bottomline: stay home, snuggle close with Facetime, and watch holiday movies on your favorite streaming service if COVID-19 levels in your community is high.

“Higher levels of COVID-19 cases and community spread in the gathering location, as well as where attendees are coming from, increase the risk of infection and spread among attendees, the CDC pointed out on its website. “Family and friends should consider the number and rate of COVID-19 cases in their community and in the community where they plan to celebrate when considering whether to host or attend a holiday celebration.”

To find out if COVID-19 is widespread in your community, the CDC recommends checking with the local health department. Collin County offers a COVID-19 dashboard, but county officials warn that they lack confidence in the state’s numbers on display.

If you’ve been diagnosed with COVID-19, have symptoms of it, or are waiting on viral test results, the CDC recommends that you do not host or participate in holiday activities. The same goes for people who are at an increased risk for severe illness.

On its website, the CDC offers tips for people who are planning to host a holiday gathering or who are attending one. Some of the tips include limiting the number of attendees and encouraging or bringing PPE like masks and hand sanitizers. For both attendees and host, the CDC warns: If you are planning in-person holiday gatherings or to attend in-person holiday

gatherings with people outside of your household, consider strictly avoiding contact with people outside of their households for 14 days before the gathering.

The CDC presented its considerations for the upcoming holiday season in three categories: lower risk activities, moderate risk activities, high risk activities. They are listed below.

Halloween

Lower risk activities

- Carving or decorating pumpkins with members of your household or outside, at a safe distance, with neighbors or friends
- Doing a Halloween scavenger hunt where children are given lists of Halloween-themed things to look for while they walk outdoors from house to house admiring Halloween decorations at a distance
- Having a virtual Halloween costume contest
- Hosting a Halloween movie night with people you live with
- Having a scavenger hunt-style trick-or-treat search with your household members in or around your home rather than going house to house

Moderate risk activities

- Participating in one-way trick-or-treating where individually wrapped goodie bags are lined up for families to grab and go while continuing to social distance (such as at the end of a driveway or at the edge of a yard)
 - If you are preparing goodie bags, wash your hands with soap and water for at least 20 second before and after preparing the bags.
- Having a small group, outdoor, open-air costume parade where people are distanced more than six feet apart
- Attending a costume party held outdoors where protective masks are used and people can remain more than six feet apart
 - A costume mask (such as for Halloween) is not a substitute for a cloth mask. A costume mask should not be used unless it is made of two or more layers of breathable fabric that covers the mouth and nose and doesn't leave gaps around the face.

- Do not wear a costume mask over a protective cloth mask because it can be dangerous if the costume mask makes it hard to breathe. Instead, consider using a Halloween-themed cloth mask.
- Going to an open-air, one-way, walk-through haunted forest where appropriate mask use is enforced, and people can remain more than six feet apart
 - If screaming will likely occur, greater distancing is advised. The greater the distance, the lower the risk of spreading a respiratory virus.
- Visiting pumpkin patches or orchards where people use hand sanitizer before touching pumpkins or picking apples, wearing masks is encouraged or enforced, and people are able to maintain social distancing
- Having an outdoor Halloween movie night with local family friends with people spaced at least six feet apart
 - If screaming will likely occur, greater distancing is advised. The greater the distance, the lower the risk of spreading a respiratory virus.
 - Lower your risk by following CDC's recommendations on [hosting gatherings or cook-outs](#).

Higher risk activities

- Participating in traditional trick-or-treating where treats are handed to children who go door to door
- Having trunk-or-treat where treats are handed out from trunks of cars lined up in large parking lots
- Attending crowded costume parties held indoors
- Going to an indoor haunted house where people may be crowded together and screaming
- Going on hayrides or tractor rides with people who are not in your household
- Using [alcohol or drugs](#), which can cloud judgement and increase risky behaviors
- Traveling to a rural fall festival that is not in your community if you live in an area with community spread of COVID-19

An aerial photograph of a city skyline at dusk. The sky is dark with a large, bright orange moon in the upper right. A spiderweb is visible in the upper left. The city buildings are illuminated by the setting sun, creating a warm glow. The text is overlaid on the top half of the image.

DALLAS COUNTY PUBLIC
HEALTH COMMITTEE GUIDANCE FOR

HALLOWEEN AND RELATED ACTIVITIES

Photo by Aleksey Kuprikov

An illustration of a dark, multi-towered castle with glowing yellow windows, situated on a dark hill. To the left, there are dark, leafless tree branches. Several black bat silhouettes are flying in the sky. The background consists of horizontal stripes in shades of green and blue. In the foreground, there are dark, wavy lines representing water or a path.

DALLAS COUNTY PUBLIC HEALTH COMMITTEE GUIDANCE FOR HALLOWEEN AND RELATED ACTIVITIES

Given the current risk level of **ORANGE** for COVID-19 and the moderate risk of transmission in Dallas County, we DO NOT recommend routine and traditional Halloween activities. This is particularly important if you are at high-risk for complications of COVID-19. Should the risk level move to the **RED** Phase (High Community Risk for COVID-19 Transmission), individuals should follow the principles of stay home, stay safe and further limit activities. Should the risk level move to the **YELLOW** Phase (Low Community Risk for COVID-19 Transmission), individuals can reference the **Updated Dallas County COVID-19 Health Guidance for the Public, September 2020** for limits on social gatherings and other applicable guidance for restaurants, movie theatres, etc.



UNSAFE AND NOT RECOMMENDED ACTIVITIES:

Halloween gatherings, events, or parties with non-household members. THIS INCLUDES BARS – Remember, the fewer people you interact with, the more you limit your exposure.

Carnivals, festivals, live entertainment, and haunted house attractions – Even when outdoors, these events require close contact with others and frequent close contact for staff working at those events. Restrict public gatherings to fewer than 10 people for outdoor activities and require physical distancing of at least 6 feet between people and use of facial coverings. Costume masks are not sufficient.

Door-to-door trick or treating - It is difficult to maintain proper physical distancing on porches and at front doors, and sharing food is risky whether reaching into a shared candy bowl or being given candy by hand.

“Trunk or Treat” events - Where children go from car to car instead of door to door to receive treats. Even though it is outside, it is difficult to avoid crowding and contamination in candy bowls.

INSTEAD, DALLAS COUNTY EXPERTS RECOMMEND OTHER ACTIVITIES FOR HAVING FUN AND ENJOYING HALLOWEEN WHILE PROTECTING YOUR HEALTH:

Online parties/contests such as costume or pumpkin carving.

Car parades where individuals do not congregate outside vehicles. Individuals in vehicles should be within households.

Halloween movie nights at home or drive-in theaters, which must comply with the public health drive-in movie theater guidance.

Halloween-themed meals at home or OUTDOOR seating at restaurants that comply with the safety protocols such as universal masking, physical distancing between parties/tables.

Dressing up homes and yards with **Halloween-themed decorations**.

Scavenger hunt style candy searches around your home or yard with household members.



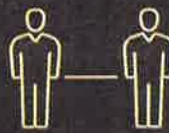
Organizations that normally hold Halloween events may consider activities such as curbside/drive-thru provision of candy to families.

**Contact should be limited, and individuals should stay masked.
Placement of items in a trunk to avoid contact is preferred.**

IF YOU DO GO OUT FOR HALLOWEEN, PLEASE REMEMBER:



Wear your mask and make sure it covers your nose AND mouth.



Watch your distance and remain at least 6 feet away from others.



Wash your hands frequently with either alcohol hand gel or soap and water.



Get your flu shot 2 weeks before Halloween to make sure you are protected.



CITY OF LAVON

Agenda Brief

MEETING: October 20, 2020

ITEM: 8

Item:

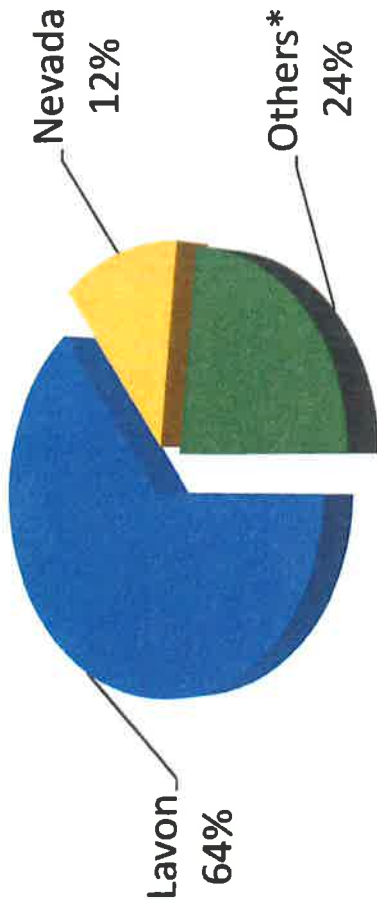
DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – Reports for traffic stops, calls for service, call breakout and consolidated activity.
- B. Fire Services – LFD service and equipment report.
- C. Public Works Services – 1) General utilities, public works and street maintenance report including projects, mowing and trash collection, 2) code enforcement report, and 3) capital improvements project report.
- D. Administration Services – 1) Building Permits Report; 2) CWD Recycling Report, 3) Collin County Tax Collection Report, 4) Sales Tax Report, 5) TxDOT SH 205 Report, and 6) general staff report.

Sept '20

Call Breakout

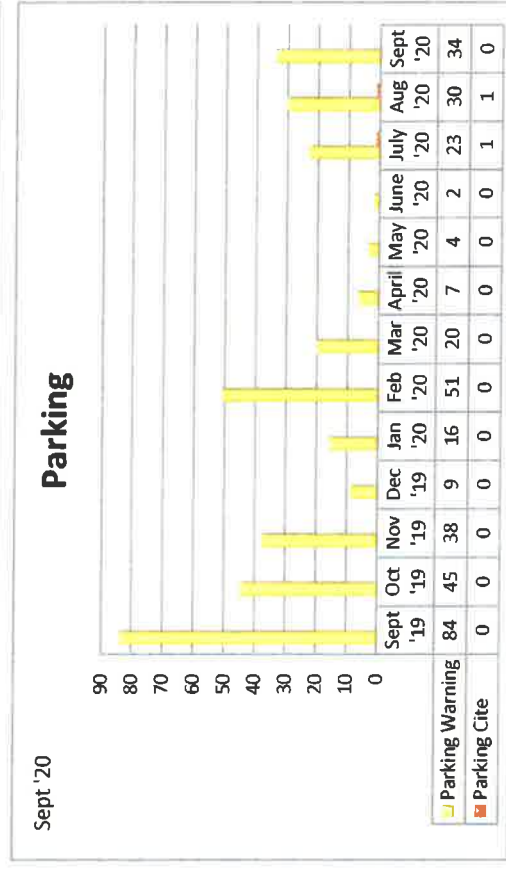
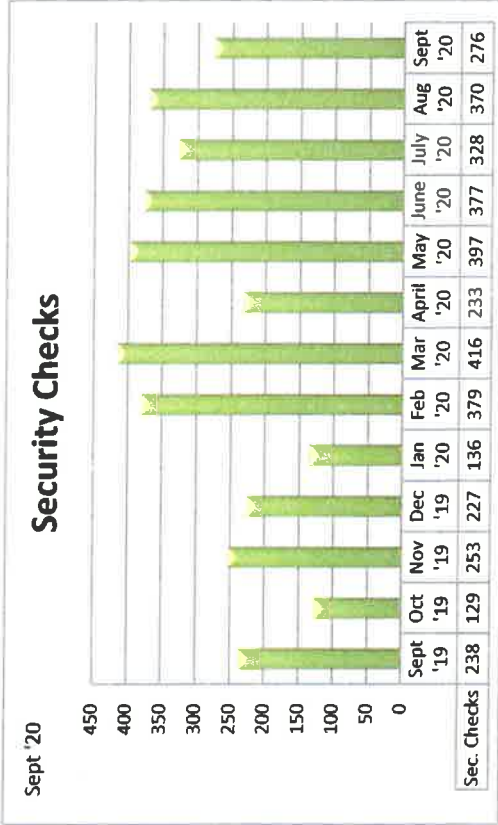
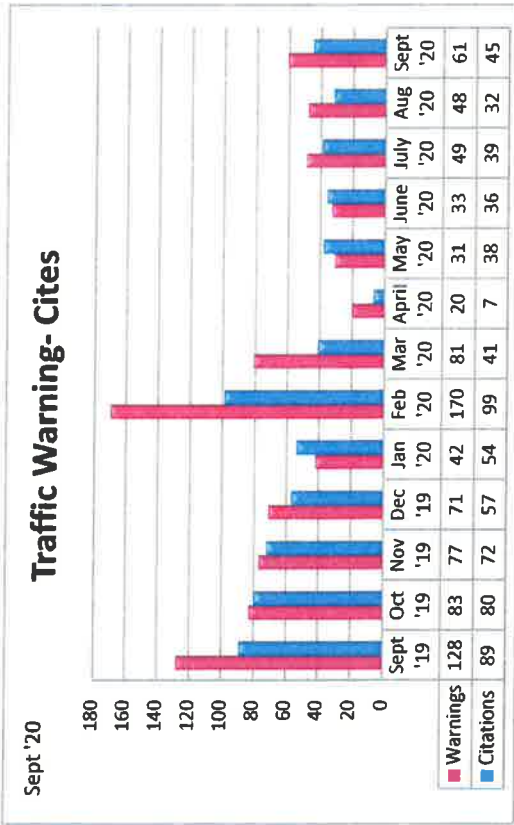


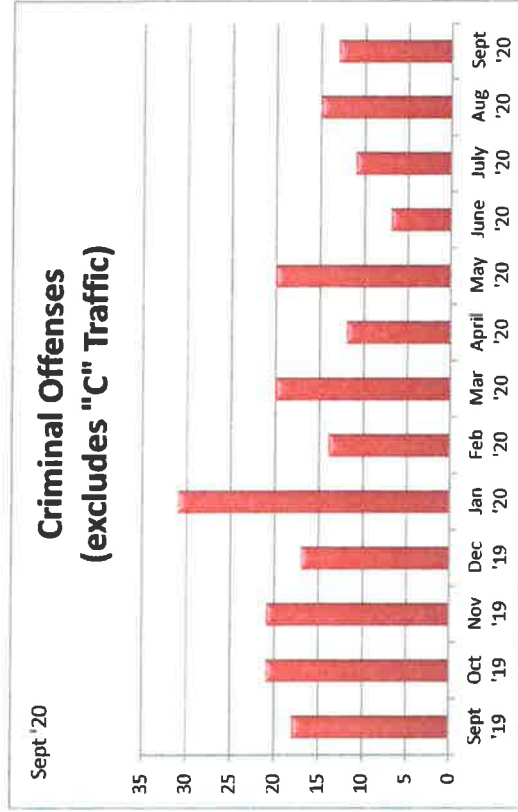
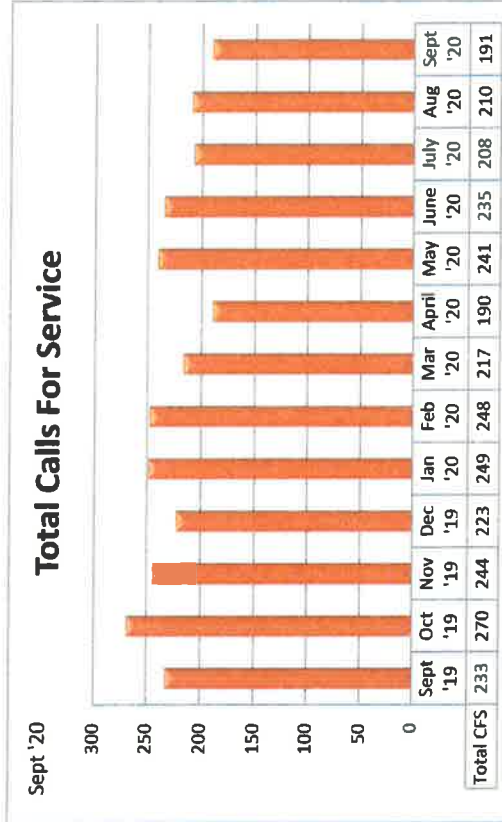
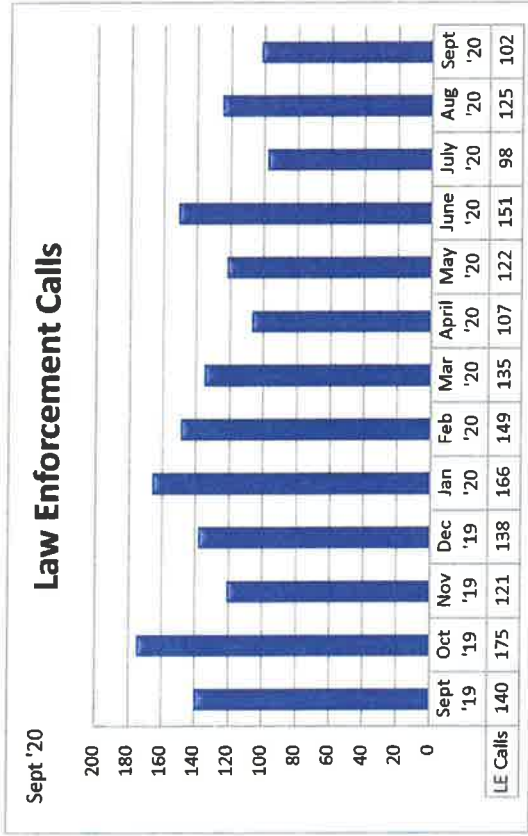
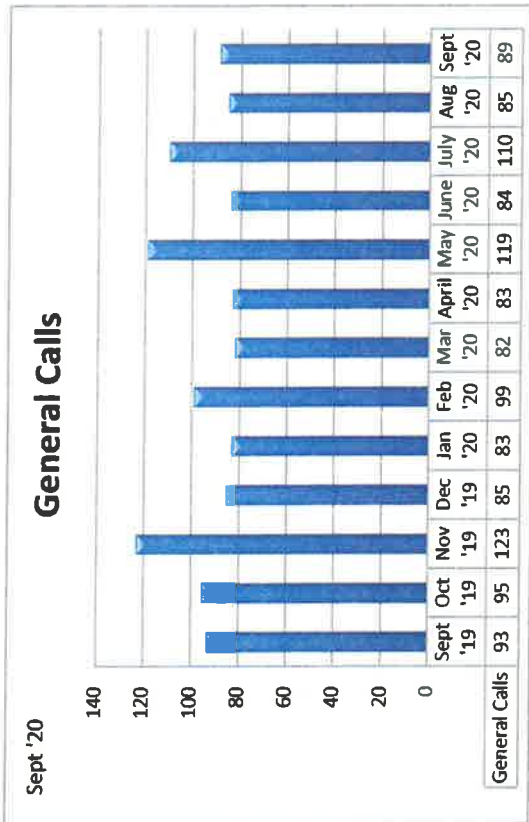
* May include other cities and /or unincorporated areas of the County

Sept '20

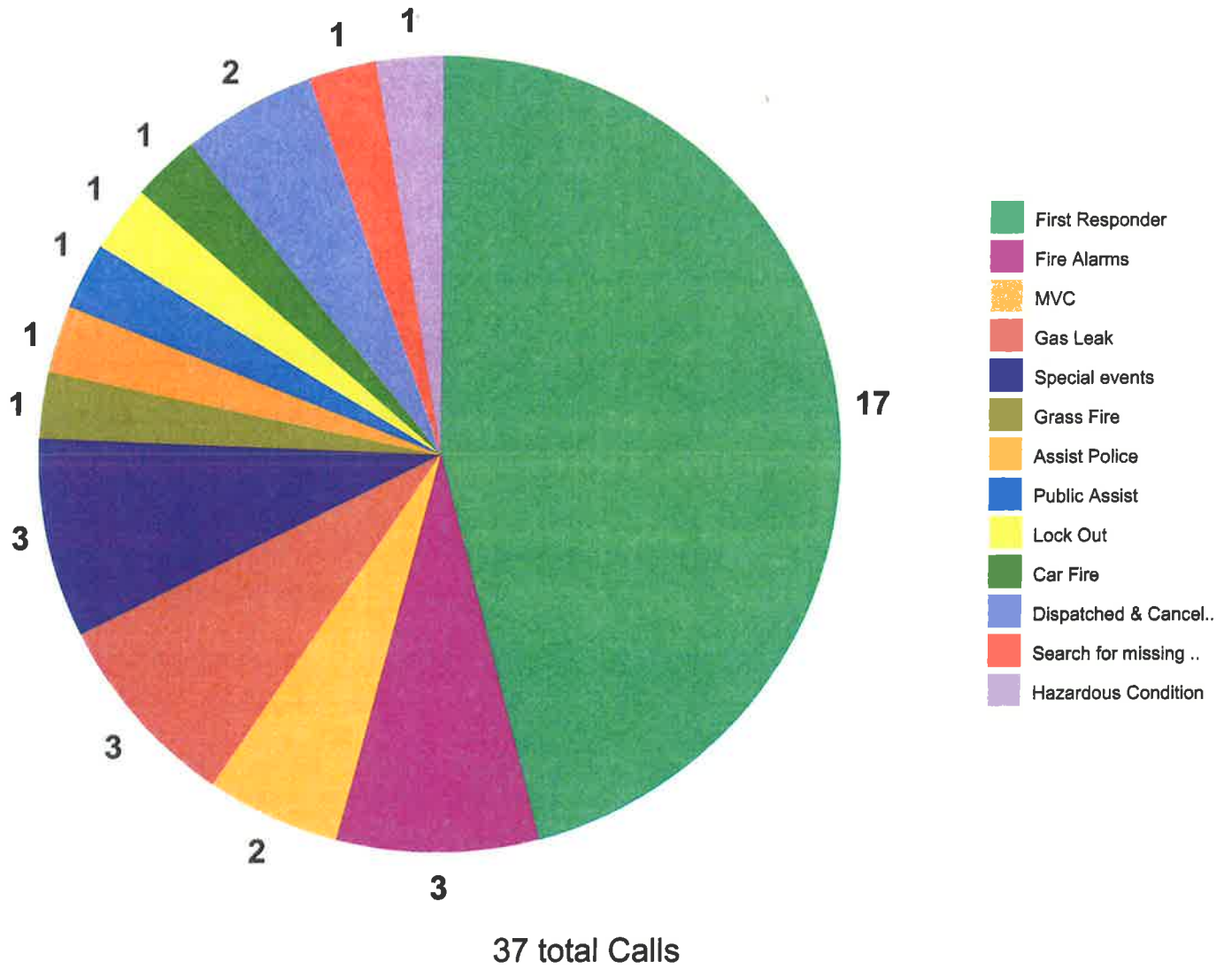
Activity Levels





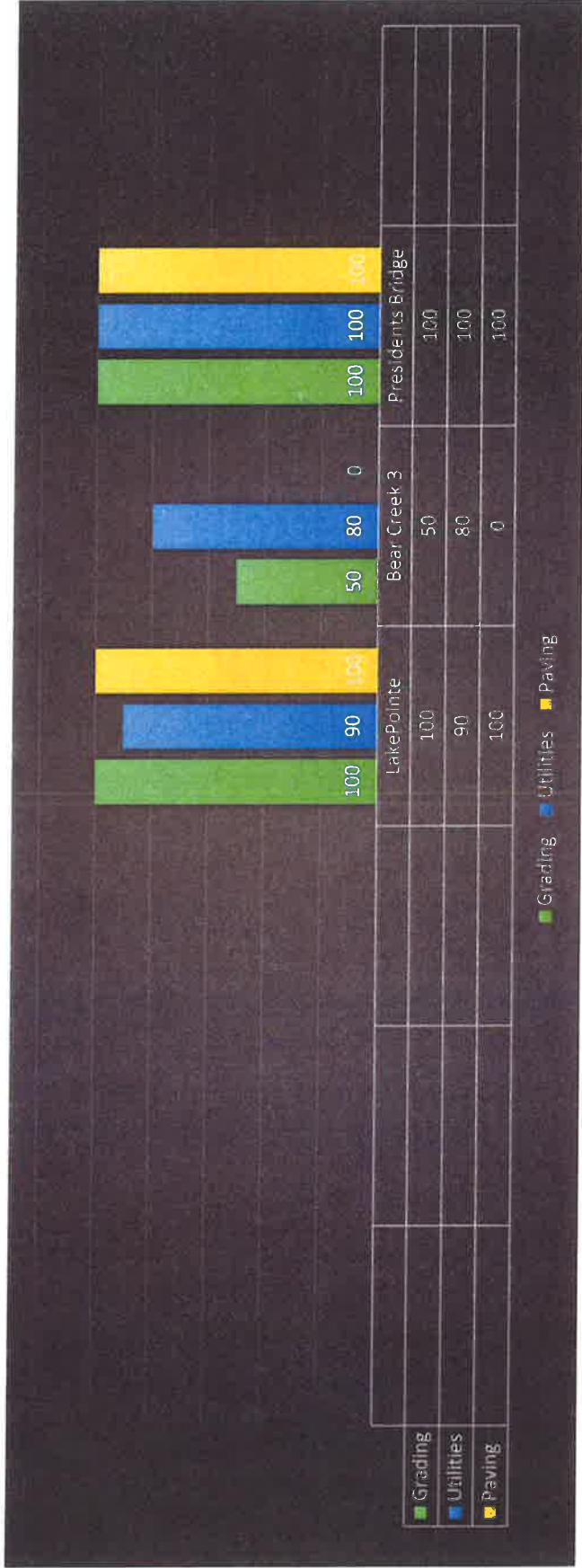


September Fire Calls 2020



Public Works Report

October 2020



Development Progress in percentages

| Development | Available Lots | Complete Lots |
|---|----------------|---------------|
| Lavon Farms-(Final Acceptance 12/3/2019) | 93 | 44 |
| Traditions Phase 2 (Final Acceptance 5/19/2020) | 111 | |
| Crestridge Phase 1 | 140 | |
| LakePointe-Phase 1 (Final Acceptance (7/2020) | 223 | |
| Bear Creek Phase 3 | 161 | |
| Crestridge Phase 2 | 111 | |
| | | |
| | | |

Capital Improvements in progress:

| Moore Ln | Lake Shadow Drainage | Wolf Run Drainage | City Hall Parking Lot |
|----------|----------------------|-------------------|-----------------------|
| | | | |

**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2019-2020**

| PERMITS | September - 20 | Calendar Year 2020 | Permit Valuations | September - 19 | Calendar Year 2019 | Permit Valuations |
|---------------|----------------|-----------------------|---------------------|----------------|-----------------------|--------------------|
| | NUMBER | NUMBER | Permit Fee's | NUMBER | NUMBER | Permit Fee's |
| COMMERCIAL | 1 | 25 | \$3,799.00 | 5 | 24 | \$2,506.30 |
| SINGLE FAMILY | 28 | 124 | \$388,176.53 | 0 | 4 | \$11,328.90 |
| POOLS | 0 | 3 | \$1,200.00 | 0 | 1 | \$400.00 |
| OTHERS | 20 | 187 | \$29,753.94 | 8 | 129 | \$16,566.17 |
| TOTAL | 49 | 339 | \$422,929.47 | 13 | 158 | \$30,801.37 |



CommunityWasteDisposal.com



Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Coordinator*





Municipal Recycling Program



Single Stream Recycling

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

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

| | Sep-2020 | Aug-2020 | Jul-2020 | Jun-2020 | May-2020 | Apr-2020 | Mar-2020 | Feb-2020 | Jan-2020 | Dec-2019 | Nov-2019 | Oct-2019 |
|------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Homes | 1,458 | 1,458 | 1,457 | 1,457 | 1,447 | 1,449 | 1,447 | 1,454 | 1,450 | 1,449 | 1,449 | 1,452 |
| Resi Rcy Tonnage | 32.15 | 24.46 | 27.62 | 27.22 | 20.61 | 27.64 | 25.07 | 23.83 | 24.46 | 20.40 | 25.61 | 30.80 |
| Pounds / Home / Month | 44.10 | 33.55 | 37.91 | 37.36 | 28.49 | 38.15 | 34.65 | 32.78 | 33.74 | 28.16 | 35.35 | 42.42 |



Municipal Service Inquiries



Residential Solid Waste Services

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

| | Sep-2020 | Aug-2020 | Jul-2020 | Jun-2020 | May-2020 | Apr-2020 | Mar-2020 | Feb-2020 | Jan-2020 | Dec-2019 | Nov-2019 | Oct-2019 |
|-------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Service Opportunities | 12,626 | 12,626 | 12,617 | 12,617 | 12,531 | 12,548 | 12,531 | 12,591 | 12,557 | 12,548 | 12,548 | 12,574 |
| Service Inquiries | 4 | 1 | 5 | 3 | 5 | 3 | 0 | 4 | 1 | 1 | 3 | 4 |
| Per 1,000 Service Opps | 0.32 | 0.08 | 0.40 | 0.24 | 0.40 | 0.24 | 0.00 | 0.32 | 0.08 | 0.08 | 0.24 | 0.32 |



Customer Service Inquiries - Detail



Good Service is Good Business

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

City Account Grievances for the Period of 09/01/2020 - 09/30/2020

| Date | Account | Address | Service Type | Service Code |
|------------|------------|-----------------|--------------|------------------------------|
| 09/17/2020 | 105627-390 | 512 ADAMS LN | RESI-RECYCLE | SERVICE RCYCART |
| | | | | Total RESI-RECYCLE: 1 |
| 09/10/2020 | 105627-325 | 412 WOLF RUN CT | RESI-TRASH | SERVICE TRASH CART |
| 09/10/2020 | 105627-529 | 421 WOLF RUN CT | RESI-TRASH | SERVICE TRASH CART |
| | | | | Total RESI-TRASH: 2 |
| 09/04/2020 | 105627-029 | 445 EISENHOWER | RESI-YARD | RESI YARD WASTE |
| | | | | Total RESI-YARD: 1 |
| | | | | Total Inquiries: 4 |

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

September 10, 2020

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

Dear Mayor Sanson,

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

**August 2020
\$2,536.31**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:jd

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

Monthly Collection Status Report
 August 2020

City of Lavon #18

| | Collections Month of August | Cumulative Total 10/1/19 thru 8/31/2020 | % of Collections |
|---|--------------------------------|--|---------------------|
| Current Tax Year Collections | | | |
| Base M&O | \$795.45 | \$1,034,062.51 | 101.98% |
| Base I&S | 568.20 | \$738,607.48 | |
| Late Rendition Penalty | 0.00 | \$184.53 | |
| P&I M&O | 107.66 | \$1,056.86 | |
| P&I I&S | 76.90 | \$750.17 | |
| P&I I&S Bond | | | |
| Attorney Fee | 180.49 | \$282.48 | |
| Other | 0.00 | \$0.00 | |
| Subtotal | \$1,728.70 | \$1,774,944.03 | 102.11% |
| Delinquent TaxYears Collections | | | |
| Base M&O | \$369.82 | \$1,835.72 | |
| Base I&S | 390.21 | \$1,418.84 | |
| Late Rendition Penalty | 0.00 | \$0.00 | |
| P&I M&O | 110.98 | \$647.15 | |
| P&I I&S | 117.09 | \$407.13 | |
| P&I I&S Bond | | | |
| Attorney Fee | 148.21 | \$395.46 | |
| Other | 0.00 | \$0.00 | |
| Subtotal | \$1,136.31 | \$4,704.30 | 0.27% |
| Combined Current & Delinquent: | | | |
| Base M&O | \$1,165.27 | \$1,035,898.23 | |
| Base I&S | \$958.41 | \$740,026.32 | |
| Late Rendition Penalty | 0.00 | 184.53 | |
| P&I M&O | 218.64 | 1,704.01 | |
| P&I I&S | 193.99 | 1,157.30 | |
| P&I I&S Bond | | | |
| Attorney Fee | 328.70 | 677.94 | |
| Other | 0.00 | 0.00 | |
| Total Collections | \$2,865.01 | \$1,779,648.33 | 102.38% |
| Original 2019 Tax Levy | | \$1,738,223.93 | 100.00% |

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

Cumulative Comparative Collection Status Report
August 2020

City of Lavon #18

| | Collections thru August 2020 | | Collections thru August 2019 | |
|---|---------------------------------|---------------|---------------------------------|---------------|
| | | % Collections | | % Collections |
| Current Tax Year Collections | | | | |
| Base M&O | \$1,772,669.99 | 101.98% | \$1,446,685.09 | 99.60% |
| Late Renditon Penalty | 184.53 | | 98.82 | |
| P&I M&O | 1,807.03 | | 1,469.71 | |
| Attorney Fee | 282.48 | | 171.92 | |
| Other | 0.00 | | 73.20 | |
| Subtotal | <u>\$1,774,944.03</u> | 102.11% | <u>\$1,448,498.74</u> | 99.73% |
| Delinquent Tax Years Collections | | | | |
| Base M&O | \$3,254.56 | | \$8,721.94 | |
| Late Renditon Penalty | 0.00 | | 59.69 | |
| P&I M&O | 1,054.28 | | 1,976.41 | |
| Attorney Fee | 395.46 | | 300.39 | |
| Other Fees | 0.00 | | 0.00 | |
| Subtotal | <u>\$4,704.30</u> | 0.27% | <u>\$11,058.43</u> | 0.76% |
| Combined Current & Delinquent: | | | | |
| Base M&O | \$1,775,924.55 | | \$1,455,407.03 | |
| P&I M&O | 2,861.31 | | 3,446.12 | |
| Late Renditon Penalty | 184.53 | | 158.51 | |
| Attorney Fee | 677.94 | | 472.31 | |
| Other | 0.00 | | 73.20 | |
| Total Collections | <u>\$1,779,648.33</u> | 102.38% | <u>\$1,459,557.17</u> | 100.49% |
| Adjusted 2018 Tax Levy | | | <u>\$1,452,437.36</u> | 100.00% |
| Original 2019 Tax Levy | <u>\$1,738,223.93</u> | 100.00% | | |

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

Levy Outstanding Status Report
 August 2020

City of Lavon #18

| | Current Tax Year | Delinquent Tax Years |
|---|-------------------|----------------------|
| Current Month: | | |
| Tax Levy Remaining as of 7/31/2020 | \$6,071.68 | 8,656.44 |
| Base M&O + I&S Collections | 1,363.65 | 760.03 |
| Supplement/Adjustments | (95.79) | (45.57) |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 8/31/2020 | <u>\$4,612.24</u> | <u>\$7,850.84</u> |
| Cumulative (From 10/01/19 thru 8/31/2020) | | |
| Original 2019 Tax Levy (as of 10/01/19) | \$1,738,223.93 | 12,532.97 |
| Base M&O Collections | 1,772,669.99 | 3,254.56 |
| Supplement/Adjustments | 39,058.30 | (1,427.57) |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 8/31/2020 | <u>\$4,612.24</u> | <u>\$7,850.84</u> |

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

Monthly Distribution Report
 August 2020

City of Lavon #18

| | Distribution Month of August | Distribution 10/1/19 thru 8/31/2020 |
|-------------------------------------|---------------------------------|--|
| Weekly Remittances: | | |
| Week Ending 8/7/2020 | \$2,493.29 | \$102,583.32 |
| Week Ending 8/14/2020 | \$43.02 | \$83,193.32 |
| Week Endin 8/21/2020 | \$0.00 | \$1,129,654.63 |
| Week Ending 8/28/2020 | \$0.00 | \$333,805.33 |
| Week Ending 8/31/2020 | \$0.00 | \$129,050.89 |
| Total Weekly Remittances | <u>\$2,536.31</u> | <u>\$1,778,287.49</u> |
| Overpayment from Prior Month | \$0.00 | \$673.67 |
| Manual Adjustment Refund | \$0.00 | \$0.00 |
| Commission Paid Delinquent Attorney | \$328.70 | \$677.94 |
| Entity Collection Fee | \$0.00 | \$0.00 |
| Judgement Interest | \$0.00 | \$0.00 |
| 5% CAD Rendition Penalty | \$0.00 | \$9.23 |
| Total Disbursements | <u><u>\$2,865.01</u></u> | <u><u>\$1,779,648.33</u></u> |
| Carryover to Next Month | \$0.00 | \$0.00 |

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

October 9, 2020

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

Dear Mayor Sanson,

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

**September 2020
\$3,753.91**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:jd

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

Monthly Collection Status Report
September 2020

City of Lavon #18

| | Collections Month of September | Cumulative Total 10/1/19 thru 9/30/2020 | % of Collections |
|---|-----------------------------------|--|---------------------|
| Current Tax Year Collections | | | |
| Base M&O | \$602.72 | \$1,034,665.23 | 102.04% |
| Base I&S | 430.51 | \$739,037.99 | |
| Late Renditon Penalty | 0.00 | \$184.53 | |
| P&I M&O | 125.15 | \$1,182.01 | |
| P&I I&S | 89.38 | \$839.55 | |
| P&I I&S Bond | | | |
| Attorney Fee | 201.53 | \$484.01 | |
| Other | 0.00 | \$0.00 | |
| Subtotal | \$1,449.29 | \$1,776,393.32 | 102.20% |
| Delinquent TaxYears Collections | | | |
| Base M&O | \$1,261.56 | \$3,097.28 | |
| Base I&S | 568.63 | \$1,985.47 | |
| Late Rendition Penalty | 0.00 | \$0.00 | |
| P&I M&O | 489.84 | \$1,136.99 | |
| P&I I&S | 188.12 | \$595.25 | |
| P&I I&S Bond | | | |
| Attorney Fee | 382.76 | \$778.22 | |
| Other | 0.00 | \$0.00 | |
| Subtotal | \$2,888.91 | \$7,593.21 | 0.44% |
| Combined Current & Delinquent: | | | |
| Base M&O | \$1,864.28 | \$1,037,762.51 | |
| Base I&S | \$997.14 | \$741,023.46 | |
| Late Rendition Penalty | 0.00 | 184.53 | |
| P&I M&O | 614.99 | 2,319.00 | |
| P&I I&S | 277.50 | 1,434.80 | |
| P&I I&S Bond | | | |
| Attorney Fee | 584.29 | 1,262.23 | |
| Other | 0.00 | 0.00 | |
| Total Collections | \$4,338.20 | \$1,783,986.53 | 102.63% |
| | | | |
| Original 2019 Tax Levy | | <u>\$1,738,223.93</u> | 100.00% |

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

Cumulative Comparative Collection Status Report
September 2020

City of Lavon #18

| | Collections thru September 2020 | | Collections thru September 2019 | |
|---|------------------------------------|---------------|------------------------------------|---------------|
| | | % Collections | | % Collections |
| Current Tax Year Collections | | | | |
| Base M&O | \$1,773,703.22 | 102.04% | \$1,446,520.85 | 99.59% |
| Late Renditon Penalty | 184.53 | | 98.82 | |
| P&I M&O | 2,021.56 | | 1,496.43 | |
| Attorney Fee | 484.01 | | 195.97 | |
| Other | 0.00 | | 73.20 | |
| Subtotal | <u>\$1,776,393.32</u> | 102.20% | <u>\$1,448,385.27</u> | 99.72% |
| Delinquent Tax Years Collections | | | | |
| Base M&O | \$5,082.75 | | \$8,630.80 | |
| Late Renditon Penalty | 0.00 | | 59.69 | |
| P&I M&O | 1,732.24 | | 1,976.41 | |
| Attorney Fee | 778.22 | | 300.39 | |
| Other Fees | 0.00 | | 0.00 | |
| Subtotal | <u>\$7,593.21</u> | 0.44% | <u>\$10,967.29</u> | 0.76% |
| Combined Current & Delinquent: | | | | |
| Base M&O | \$1,778,785.97 | | \$1,455,151.65 | |
| P&I M&O | 3,753.80 | | 3,472.84 | |
| Late Renditon Penalty | 184.53 | | 158.51 | |
| Attorney Fee | 1,262.23 | | 496.36 | |
| Other | 0.00 | | 73.20 | |
| Total Collections | <u>\$1,783,986.53</u> | 102.63% | <u>\$1,459,352.56</u> | 100.48% |
| Adjusted 2018 Tax Levy | | | <u>\$1,452,437.36</u> | 100.00% |
| Original 2019 Tax Levy | <u>\$1,738,223.93</u> | 100.00% | | |

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

Levy Outstanding Status Report
 September 2020

City of Lavon #18

| | Current Tax Year | Delinquent Tax Years |
|---|-------------------|----------------------|
| Current Month: | | |
| Tax Levy Remaining as of 8/31/2020 | \$4,612.24 | 7,850.84 |
| Base M&O + I&S Collections | 1,033.23 | 1,828.19 |
| Supplement/Adjustments | (1,082.59) | (205.06) |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 9/30/2020 | <u>\$2,496.42</u> | <u>\$5,817.59</u> |
| Cumulative (From 10/01/19 thru 9/30/2020) | | |
| Original 2019 Tax Levy (as of 10/01/19) | \$1,738,223.93 | 12,532.97 |
| Base M&O Collections | 1,773,703.22 | 5,082.75 |
| Supplement/Adjustments | 37,975.71 | (1,632.63) |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 9/30/2020 | <u>\$2,496.42</u> | <u>\$5,817.59</u> |

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

Monthly Distribution Report
 September 2020

City of Lavon #18

| | Distribution Month of September | Distribution 10/1/19 thru 9/30/2020 |
|-------------------------------------|------------------------------------|--|
| Weekly Remittances: | | |
| Week Ending 9/4/2020 | \$3,804.62 | \$106,387.94 |
| Week Ending 9/11/2020 | \$0.00 | \$83,193.32 |
| Week Endin 9/18/2020 | \$66.70 | \$1,129,721.33 |
| Week Ending 9/25/2020 | \$0.00 | \$333,805.33 |
| Week Ending 9/30/2020 | \$0.00 | \$129,050.89 |
| Total Weekly Remittances | <u>\$3,871.32</u> | <u>\$1,782,158.81</u> |
| Overpayment from Prior Month | \$0.00 | \$673.67 |
| Manual Adjustment Refund | \$0.00 | \$0.00 |
| Commission Paid Delinquent Attorney | \$584.29 | \$1,262.23 |
| Entity Collection Fee | \$0.00 | \$0.00 |
| Judgement Interest | \$0.00 | \$0.00 |
| 5% CAD Rendition Penalty | \$0.00 | \$9.23 |
| Total Disbursements | <u>\$4,455.61</u> | <u>\$1,784,103.94</u> |
| Carryover to Next Month | -\$117.41 | -\$117.41 |

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

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

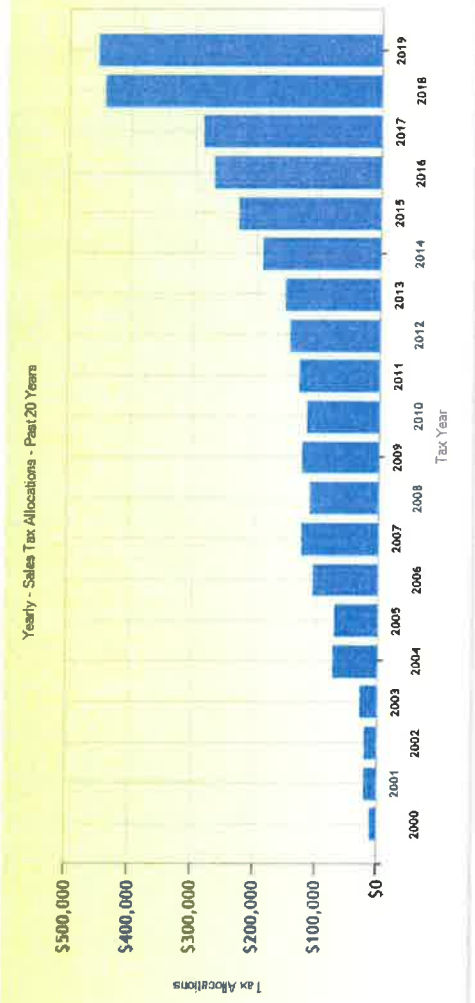
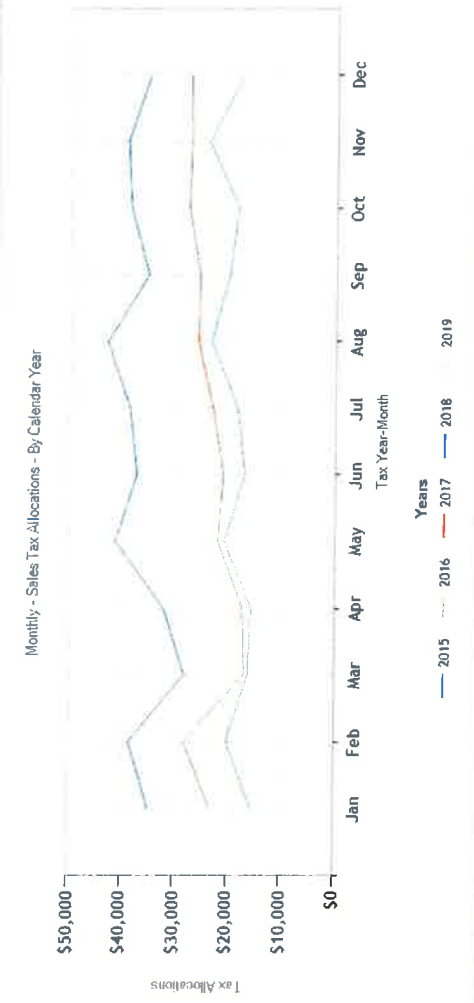
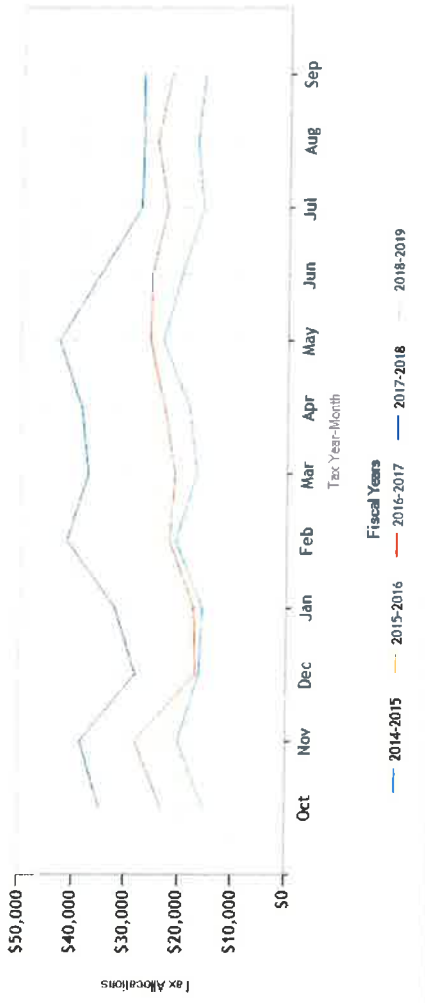
*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

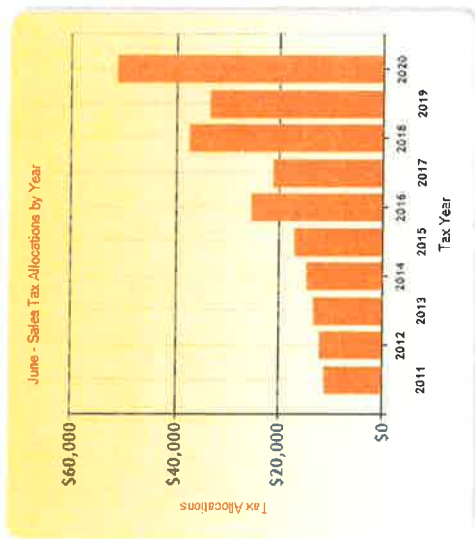
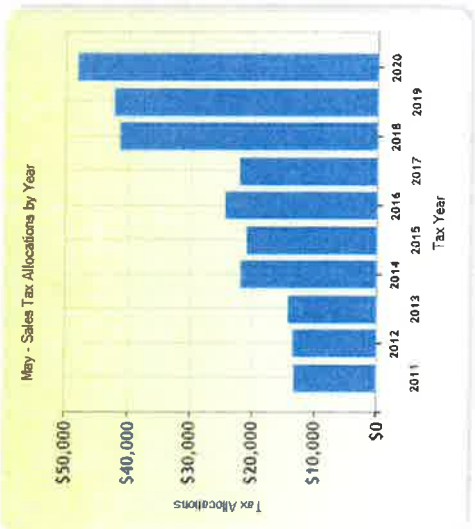
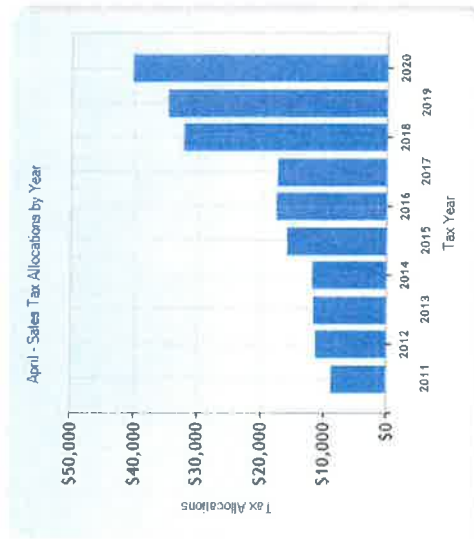
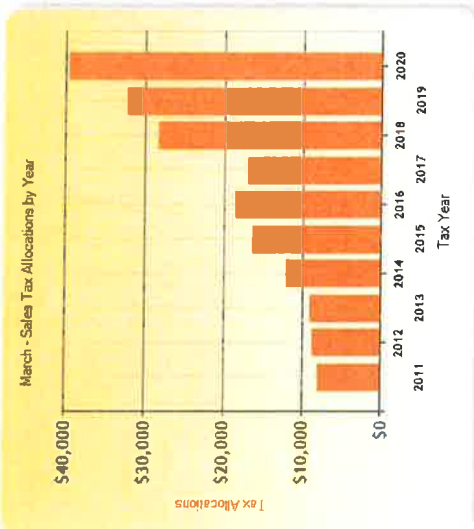
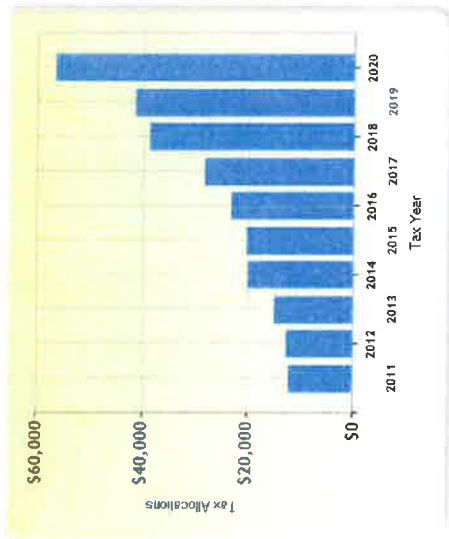
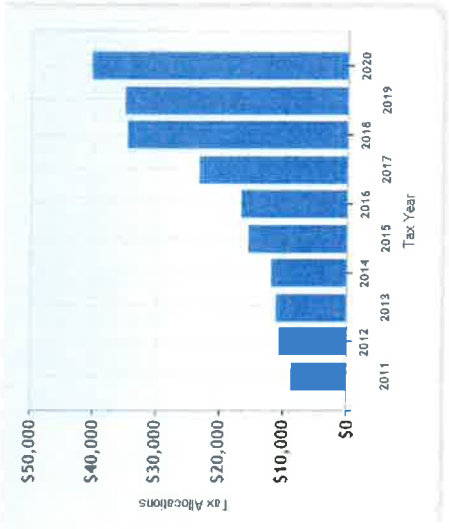
- View Grid Based on Fiscal Year
- View Grid With All Years

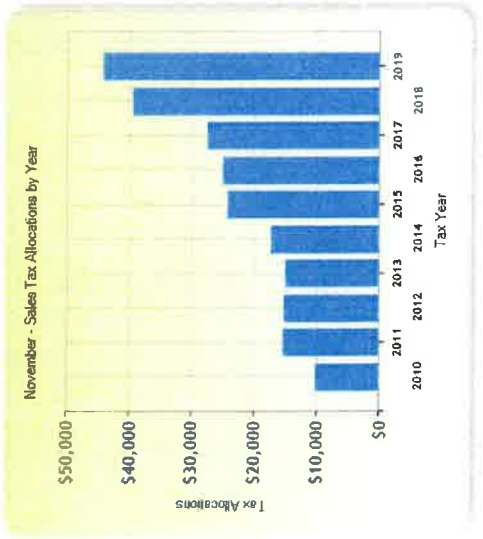
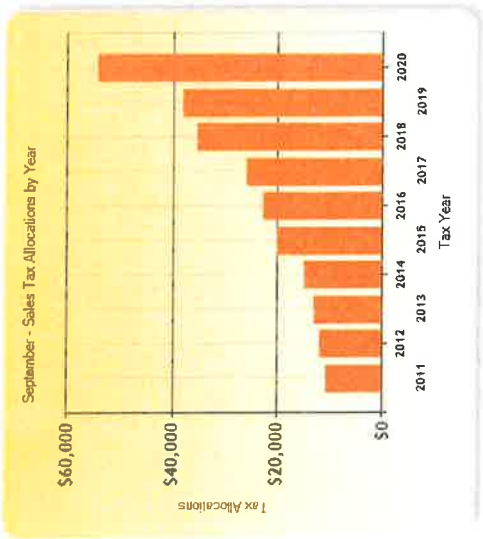
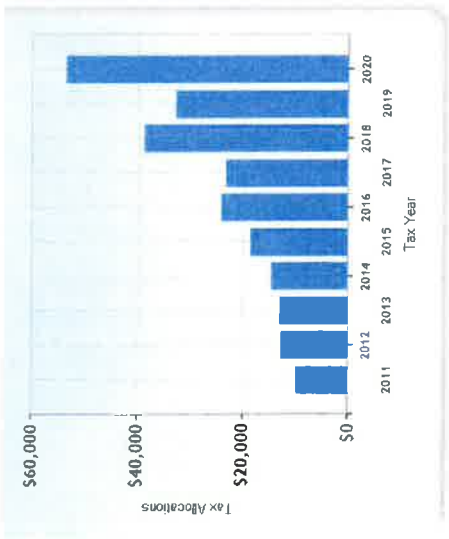
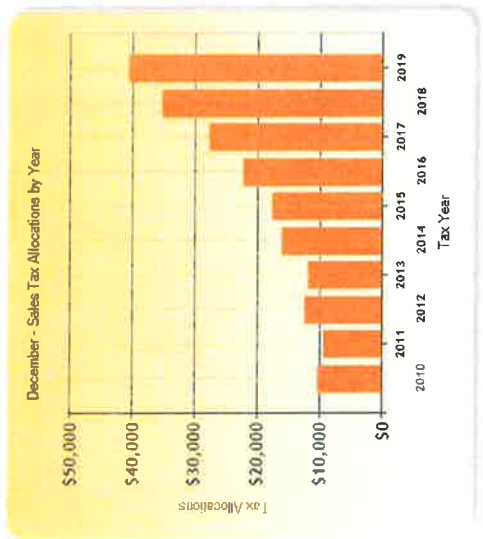
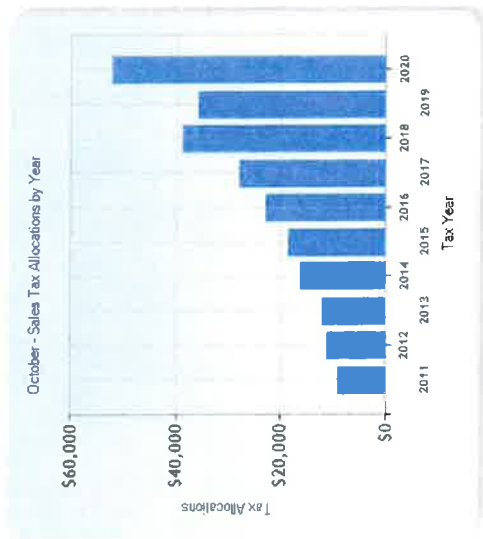
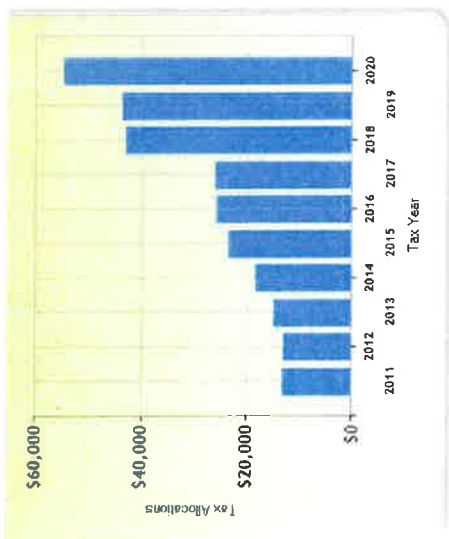
[Download to Excel](#)

By Calendar Year

| Year | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|----------|----------|-----------|
| 2020 | \$40,349 | \$56,602 | \$39,533 | \$40,351 | \$48,207 | \$51,191 | \$53,631 | \$54,745 | \$54,314 | \$52,096 | \$0 | \$0 | \$491,018 |
| 2019 | \$35,116 | \$41,596 | \$32,296 | \$34,749 | \$42,410 | \$33,403 | \$32,771 | \$43,642 | \$37,975 | \$35,846 | \$44,260 | \$40,667 | \$454,732 |
| 2018 | \$34,883 | \$38,663 | \$28,296 | \$32,210 | \$41,357 | \$37,397 | \$38,763 | \$43,030 | \$35,374 | \$38,730 | \$39,419 | \$35,260 | \$443,381 |
| 2017 | \$23,334 | \$28,270 | \$17,054 | \$17,410 | \$22,051 | \$21,074 | \$23,146 | \$25,990 | \$25,733 | \$27,837 | \$27,458 | \$27,603 | \$286,962 |
| 2016 | \$16,738 | \$23,265 | \$18,517 | \$17,691 | \$24,381 | \$25,242 | \$24,250 | \$25,789 | \$22,468 | \$22,849 | \$24,877 | \$22,304 | \$268,372 |
| 2015 | \$15,458 | \$20,264 | \$16,418 | \$15,845 | \$20,890 | \$16,999 | \$18,497 | \$23,514 | \$20,100 | \$18,554 | \$24,151 | \$17,624 | \$228,313 |
| 2014 | \$11,898 | \$19,981 | \$12,109 | \$11,920 | \$21,846 | \$14,703 | \$14,625 | \$18,397 | \$14,846 | \$16,213 | \$17,336 | \$16,025 | \$189,898 |
| 2013 | \$10,998 | \$14,996 | \$8,945 | \$11,649 | \$14,195 | \$13,186 | \$13,097 | \$14,801 | \$13,139 | \$12,032 | \$14,975 | \$11,935 | \$153,947 |
| 2012 | \$10,525 | \$12,667 | \$8,695 | \$11,343 | \$13,292 | \$12,186 | \$12,749 | \$13,134 | \$11,847 | \$11,166 | \$15,054 | \$12,518 | \$145,177 |
| 2011 | \$8,568 | \$12,089 | \$7,877 | \$8,777 | \$13,275 | \$11,177 | \$9,920 | \$13,226 | \$10,718 | \$9,075 | \$15,224 | \$5,414 | \$129,340 |







SH 205 North

| | | | |
|-------------------------------------|---|--------------------------------------|-----------------|
| CSJ: | 0451-03-013 | Schematic Approval: | August 30, 2017 |
| Limits: | From North of John King Boulevard to SH 78 | Environmental Clearance: | April 25, 2018 |
| Estimated construction cost: | \$35 million | ROW Acquisition Complete: | September 2020 |
| Project Description: | Widen from 2-lane rural to 4-lane urban divided with allowance for ultimate 6 lanes | Utility Relocations Complete: | Month to month |
| Firm & Key Contact: | Halff Associates, Jeremy McGahan | 100% Plans to Austin: | October 2020 |
| TxDOT Contact: | Raul Esperon | Ready to Let: | October 2020 |
| Funding: | \$35,150,000 CAT 2 | Let Date: | Month to month. |

Current Activity:

- **PS&E:** TxDOT developing PS&E in house. 95% Plans in review.
- **ROW:** There are 62 parcels for acquisition; 61 have been acquired; and 1 in ED.
- **Let Date:** Letting will slide month to month until utilities clear.

