



**AGENDA  
NOVEMBER 1, 2022  
LAVON CITY COUNCIL  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
REGULAR MEETING  
7:00 PM**

- 1. PRESIDING OFFICER TO CALL THE MEETING TO ORDER AND ANNOUNCE THAT A QUORUM IS PRESENT**
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION**
- 3. ITEMS OF INTEREST/COMMUNICATIONS**

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

- 4. CITIZEN COMMENTS**

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

- 5. PRESENTATION AND PROCLAMATION**

Introduction of new employees.

Veterans Day 2022

- 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 18, 2022 meeting.
- B.** Approve Resolution No. **2022-11-02** approving and authorizing acceptance of a deed conveying 0.478 acres in the S. M. Rainer Survey, Abstract No. 740, Collin County, Texas from the North Texas Municipal Water District to the City of Lavon.
- C.** Approve Resolution No. **2022-11-03** approving and authorizing the Mayor to execute the first amendment to a Professional Services Agreement with Kimley Horn for engineering services relating to the Lavon North Wastewater Treatment Plant.

- 7. ITEMS FOR CONSIDERATION**

- A.** Discussion and action regarding Resolution No. **2022-11-01** approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Lakepointe Public Improvement District Improvement Areas #2-3 Project)”; and resolving other matters incident and related thereto.
- B.** Public Hearing, discussion, and action regarding the annexation of the road and right of way of SH 205 adjacent to property annexed by Ordinance No. **2022-05-02** from southern property boundary of the annexed property to the existing corporate limits of the City of Lavon.
  - 1) Presentation of proposed annexation.
  - 2) **PUBLIC HEARING** to receive comments regarding the proposed annexation.
  - 3) Discussion and action regarding the proposed annexation and accompanying Ordinance.
- C.** Public Hearing, discussion, and action regarding the annexation of the road and right of way of FM 2755 adjacent to property annexed by Ordinance No. **2022-04-05** from the southern property boundary of the annexed property to the existing corporate limits of the City of Lavon.

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

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

## **8. EXECUTIVE SESSION**

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

## **9. RECONVENE INTO REGULAR SESSION**

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

## **10. SET FUTURE MEETINGS AND AGENDA**

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

November 15, 2022 – Regular Meeting

## **11. PRESIDING OFFICER TO ADJOURN THE MEETING**

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

This is to certify that this Agenda was duly posted on the City's website at [www.cityoflavon.com](http://www.cityoflavon.com) and at City Hall and on or before 6:00 PM on October 28, 2022.

*/ Rae Norton /*

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Rae Norton, City Secretary



**PROCLAMATION**  
**City of Lavon, Texas**  
Veterans Day

**WHEREAS**, over one hundred years ago in November 1919, President Woodrow Wilson declared November 11 as the first commemoration of Armistice Day stating: "To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who died in the country's service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nations..."; and in 1954, the United States Congress redesignated November 11 as Veterans Day in honor of all veterans who served in the armed forces; and

**WHEREAS**, the men and women of the armed forces inspired and continue to inspire us with their courage, leadership and service to our country, their pledge to peace, liberty and security and the sacrifice of those who valiantly paid the ultimate price for our freedom; and

**WHEREAS**, we in the City of Lavon solemnly honor and remember our military community and embrace the charge by President Dwight D. Eisenhower to "... reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain;" and

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

**Veterans Day on Thursday, November 11, 2022**

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 have served in the Armed Forces of the United States of America; and

**IN WITNESS WHEREOF**, I cause the Official Seal of the City of Lavon to be affixed this 1<sup>st</sup> day of November 2022.

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Vicki Sanson, Mayor



**MINUTES  
OCTOBER 18, 2022  
LAVON CITY COUNCIL  
REGULAR MEETING  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
7:00 P.M.**

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ATTENDING: VICKI SANSON, MAYOR  
JOHN KELL, MAYOR PRO TEM, PLACE 1  
KAY WRIGHT, PLACE 3  
MINDI SERKLAND, PLACE 5

ABSENT: MIKE COOK, PLACE 2  
TED DILL, PLACE 4

**1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**

**2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND JOHN KELL DELIVERED THE INVOCATION.**

**3. ITEMS OF INTEREST/COMMUNICATIONS**

- October 22, 2022, Fall Festival
- LEDC Coupon Program November 8-December 16, 2022
- NCTCOG Holiday Grease Round Up November 14 -January 9 at City Hall.
- Elections will begin on Monday, October 24. Lavon City Hall will be a polling place.

**4. CITIZENS COMMENTS**

There were no citizens comments.

**5. PROCLAMATION**

Mayor Sanson presented a proclamation in recognition of Breast Cancer Awareness Month - October 2022.

**6. CONSENT AGENDA**

**A. Approve the minutes of the September 20, 2022, meeting.**

**B. Approve the construction documents for the Renovation/Expansion of Fire Department and Public Works facility as submitted by EIKON and approved by committee and authorization to allow AG|CM to proceed with the Competitive Sealed Proposal – Request For Proposal for General Contractors to submit proposals.**

Sean Spyres, AG|CM provided information regarding the plans and process.

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

MOTION MADE: KELL

SECONDED: SERKLAND

APPROVED: UNANIMOUS (Absent: Cook, Dill)

**7. ITEMS FOR CONSIDERATION**

**A. Public Hearing, discussion and action regarding the Site Plan and Landscape Plan for Taco Bell Lavon on Lot 1, Block A of the SMI Addition. Phase 1 at 891 S. SH 78, northeast of the intersection of SH 78 and Burleson Dr., Lavon, Collin County, Texas (CCAD Property ID 2614354).**

**Presentation of application**

City Administrator Kim Dobbs provided information regarding the application and a report from the Planning and Zoning Commission. Mike Stansberry, Valley Bell Enterprises, 101 E. Cherokee St., Jacksonville TX., presented details and answered questions regarding the proposed business development.

**PUBLIC HEARING to receive comments regarding the application**

Mayor Sanson opened the public hearing 7:15 p.m. and invited comments for or against the proposed site plan. There being no comments, Mayor Sanson closed the public hearing at 7:16 p.m.

**Discussion and action regarding the proposed request.**

**MOTION: APPROVE THE SITE PLAN AND LANDSCAPE PLAN FOR TACO BELL LAVON ON LOT 1, BLOCK A OF THE SMI ADDITION. PHASE 1 AT 891 S. SH 78, NORTHEAST OF THE INTERSECTION OF SH 78 AND BURLESON DR., LAVON, COLLIN COUNTY, TEXAS SUBJECT TO THE CITY ENGINEER'S APPROVAL OF THE CIVIL PLANS.**

MOTION MADE: WRIGHT  
SECONDED: SERKLAND  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

**B. Discussion regarding the preliminary plat for Taco Bell Lavon on Lot 1, Block A of the SMI Addition at 891 S. SH 78, northeast of the intersection of SH 78 and Burleson Dr., Lavon, Collin County, Texas (CCAD Property ID 2614354).**

Ms. Dobbs provided information regarding the preliminary plat and a report from the Planning and Zoning Commission. Mr. Stansberry answered questions. Ms. Dobbs noted that the preliminary plat for the Grand Heritage Club Addition covered a portion but not all of the property.

**MOTION: APPROVE THE PRELIMINARY PLAT OF THE SMI ADDITION AT 891 S. SH 78, NORTHEAST OF THE INTERSECTION OF SH 78 AND BURLESON DR., LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: SERKLAND  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

**C. Discussion, and action regarding the final plat of the SMI Addition, Phase 1 at 891 S. SH 78, northeast of the intersection of SH 78 and Burleson Dr., Lavon, Collin County, Texas (CCAD Property ID 2614354).**

Ms. Dobbs provided information regarding the final plat for SMI Addition, Phase 1 and a report from the Planning and Zoning Commission. City Engineer Mark Hill, FMI Dallas advised that all review notes had been satisfied. Mr. Stansberry was available for questions.

**MOTION: APPROVE THE FINAL PLAT FOR TACO BELL LAVON ON LOT 1, BLOCK A OF THE SMI ADDITION, PHASE 1 AT 891 S. SH 78, NORTHEAST OF THE INTERSECTION OF SH 78 AND BURLESON DR., LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: SERKLAND  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

**D. Discussion and action regarding the final plat of the Community ISD Addition consisting of a single lot on 59.119 acres of land out of the Drury Anglin Survey, Abstract No. 2, at 10851 CR 483, located east of the intersection of Autumn Hill Bluff and CR 483, Collin County, Texas, requested by Community Independent School District (CCAD Property ID 2855610).**

Ms. Dobbs provided information regarding the final plat and a report from the Planning and Zoning Commission. Applicant Philip Varughese Teague, Nall & Perkins, was available to answer questions. CISD Superintendent Dr. Tonya Knowlton provided additional information regarding timing and future school sites.

**MOTION: APPROVE THE FINAL PLAT OF THE COMMUNITY ISD ADDITION CONSISTING OF A SINGLE LOT ON 59.119 ACRES OF LAND OUT OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, AT 10851 CR 483, LOCATED EAST OF THE INTERSECTION OF AUTUMN HILL BLUFF AND CR 483, COLLIN COUNTY, TEXAS, REQUESTED BY COMMUNITY INDEPENDENT SCHOOL DISTRICT (CCAD PROPERTY ID 2855610), SUBJECT TO SUBMITTAL AND CITY ENGINEER'S REVIEW OF THE TRAFFIC IMPACT ANALYSIS.**

MOTION MADE: WRIGHT  
SECONDED: SERKLAND  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

- E. Public hearing, discussion, and action regarding an application for a conditional use permit to construct an on-site temporary concrete batch plant in the Trails of Lavon Addition, on approximately 1.1 acres out of the D. Anglin Survey, Abstract No. 2, Tract 58, City of Lavon, Texas located northeast of the intersection of CR 485 and CR 484, (CCAD Property ID 1249928) requested by Chris Harp Construction.**

**PRESENTATION of application.**

Ms. Dobbs provided information regarding the request. Applicant Aaron Harp, Chris Harp Construction, was available for questions regarding proposed site and batch plant.

**PUBLIC HEARING to receive comments regarding the application.**

Mayor Sanson opened the public hearing at 7:29 p.m. and invited comments for or against the proposed conditional use permit. There being no comments, Mayor Sanson closed the public hearing at 7:30 p.m.

**Discussion and action regarding the application and accompanying Ordinance No. 2022-10-01.**

Ms. Dobbs provided a report from the Planning and Zoning Commission and stated the requisite public hearing notice was published in the newspaper and posted on the website, zoning change signs were placed on the property, and three neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property with no notices returned in favor and two in opposition to the proposed zoning change.

**MOTION: APPROVE ORDINANCE NO. 2022-10-01 APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT AN ON-SITE TEMPORARY CONCRETE BATCH PLANT IN THE TRAILS OF LAVON ADDITION, ON APPROXIMATELY 1.1 ACRES OUT OF THE D. ANGLIN SURVEY, ABSTRACT NO. 2, TRACT 58, CITY OF LAVON, TEXAS LOCATED NORTHEAST OF THE INTERSECTION OF CR 485 AND CR 484.**

MOTION MADE: KELL  
SECONDED: SERKLAND  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

- F. Public hearing, discussion and action regarding an application to change the zoning district classification from temporary Agricultural (A) District assigned at annexation to a Planned Development (PD) for a special event venue and lodging, consisting of a single commercial lot out of the W. A. S. Bohannon Survey, Abstract No. 121, 40.5461 acres of land generally located at 10350 State Highway 205, Lavon, Collin County, Texas, located south of Grand Heritage West (CCAD Property ID 2657300), requested by Boyd Farm.**

**Presentation of the application.**

Ms. Dobbs provided information regarding the proposed zoning district classification.

**PUBLIC HEARING to receive comments regarding the application.**

Mayor Sanson opened the public hearing at 7:35 p.m. and invited comments for or against the proposed zoning change. Brad Tiegs, 803 Crockett, voiced concern for the possibility of elevated noise. There being no further comments, Mayor Sanson closed the public hearing at 7:37 p.m.

**Discussion and action regarding the application and accompanying Ordinance No. 2022-10-02.**

Ms. Dobbs noted that the requisite public hearing notice was published in the newspaper and posted on the website and seventeen neighbor notices were mailed with seven returned in favor and none in opposition to the request.

**MOTION: APPROVE ORDINANCE NO. 2022-10-02 APPROVING A CHANGE IN THE ZONING DISTRICT CLASSIFICATION FROM TEMPORARY AGRICULTURAL (A) DISTRICT ASSIGNED AT ANNEXATION TO A PLANNED DEVELOPMENT (PD) FOR A SPECIAL EVENT VENUE AND LODGING, CONSISTING OF A SINGLE COMMERCIAL LOT OUT OF THE W. A. S. BOHANNAN SURVEY, ABSTRACT NO. 121, 40.5461 ACRES OF LAND GENERALLY LOCATED AT 10350 STATE HIGHWAY 205, LAVON, COLLIN COUNTY, TEXAS, LOCATED SOUTH OF GRAND HERITAGE WEST.**

MOTION MADE: WRIGHT  
SECONDED: SERKLAND  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

- G. Public hearing, discussion and action regarding an application to change the zoning district classification from Agricultural (A) and temporary Agricultural (A) District assigned at annexation to a Planned Development (PD) for commercial, business park, and mixed uses on approximately 243 acres of land consisting of nine sections in the Elevon Addition, out of the Samuel M. Rainer Survey, Abstract No. 740, in the vicinity of the intersections of SH 78 and Main St., Forder Ct. and Bois D' Arc, and FM 2755 and CR 541 Lavon, Collin County, Texas, requested by MA Partners.**

**PRESENTATION of application.**

Ms. Dobbs provided information and a report from the Planning and Zoning Commission regarding the zoning change request. John Marlin, MA Partners, 2121 Midway Rd., Carrollton, presented detailed information regarding the request.

**PUBLIC HEARING to receive comments regarding the application.**

Mayor Sanson opened the public hearing at 7:48 p.m. and invited comments for or against the proposed zoning change. Mindi Serkland, 965 Rolling Meadow, Lee George, 971 Corn Silk, Zandrea Gorsuch, 17312 FM 2755, requested clarification on screening wall/materials and the type of projects that will be on the property.

There being no further comments, Mayor Sanson closed the public hearing at 7:52 p.m.

**Discussion and action regarding the proposed application and accompanying Ordinance No. 2022-10-03.**

John Marlin addressed questions regarding site planning, setbacks, screening, and buffers for the property. Ms. Dobbs reported that the requisite public hearing notice was published in the newspaper and posted on the website, zoning change signs were placed on the property, and ninety neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property with no notices returned in favor of and twelve notices returned in opposition to the proposed zoning change.

**MOTION: APPROVE ORDINANCE NO. 2022-10-03 APPROVING A CHANGE IN THE ZONING DISTRICT CLASSIFICATION FROM AGRICULTURAL (A) AND TEMPORARY AGRICULTURAL (A) DISTRICT ASSIGNED AT ANNEXATION TO A PLANNED DEVELOPMENT (PD) FOR COMMERCIAL AND MIXED USES ON APPROXIMATELY 243 ACRES OF LAND CONSISTING OF NINE SECTIONS IN THE ELEVON ADDITION, OUT OF THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, IN THE VICINITY OF THE INTERSECTIONS OF SH 78 AND MAIN ST., FORDER CT. AND BOIS D' ARC, AND FM 2755 AND CR 541 LAVON, COLLIN COUNTY, TEXAS, REQUESTED BY MA ELEVON 429 LLC.**

MOTION MADE: KELL

SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

**H. Public hearing, discussion, and action regarding amendment to Article 9.03 “Zoning Ordinance”, Division 4 “Regulations Applicable to all Districts”, Section 9.03.083 to add Swimming Pool and Decking Requirements for all Districts.**

**PRESENTATION of amendment.**

Ms. Dobbs provided information regarding the amendment.

**PUBLIC HEARING to receive comments regarding the amendment.**

Mayor Sanson opened the public hearing at 7:56 p.m. and invited comments for or against the proposed conditional use permit. There being no comments, Mayor Sanson closed the public hearing at 7:57 p.m.

**Discussion and action regarding the amendment and accompanying Ordinance No. 2022-10-04.**

**MOTION: APPROVE ORDINANCE NO. 2022-10-04 AN AMENDMENT TO ARTICLE 9.03 “ZONING ORDINANCE”, DIVISION 4 “REGULATIONS APPLICABLE TO ALL DISTRICTS”, SECTION 9.03.083 TO ADD SWIMMING POOL AND DECKING REQUIREMENTS FOR ALL DISTRICTS.**

MOTION MADE: SERKLAND  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

**I. Public hearing, discussion, and action regarding the application of Accent Graphics for variances to Article 4.05 SIGNS of the Code of Ordinances to Section 4.05.008 Approved Signs and Standards (b)(3) Wall Signs to 1) permit three wall signs which is two signs more than permitted and to 2) allow approximately 65 square feet in total wall sign area that is greater than the permitted 36 square feet for Dunkin’, 905 S. SH 78, Suite A, Victory Shops at Lavon, Lot 1, Block 1, 1.517 acres, Lavon, Collin County, Texas ( CCAD Prop ID 2614364).**

**PRESENTATION of application.**

Ms. Dobbs provided information regarding the proposed variances.

**PUBLIC HEARING to receive comments regarding the application.**

Mayor Sanson opened the public hearing at 8:01 p.m. and invited comments for or against the proposed conditional use permit. Brad Tiegs, 803 Crocket, stated concerns regarding the number of signs. There being no further comments, Mayor Sanson closed the public hearing at 8:02 p.m.

**Discussion and action regarding the application.**

**MOTION: APPROVE VARIANCES TO ARTICLE 4.05 SIGNS OF THE CODE OF ORDINANCES TO SECTION 4.05.008 APPROVED SIGNS AND STANDARDS (B)(3) WALL SIGNS TO 1) PERMIT THREE WALL SIGNS WHICH IS TWO SIGNS MORE THAN PERMITTED AND TO 2) ALLOW APPROXIMATELY 65 SQUARE FEET IN TOTAL WALL SIGN AREA THAT IS GREATER THAN THE PERMITTED 36 SQUARE FEET FOR DUNKIN’, 905 S. SH 78, SUITE A, VICTORY SHOPS AT LAVON, LOT 1, BLOCK 1, 1.517 ACRES, LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: WRIGHT  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

**J. Public hearing, discussion and action regarding an ordinance changing street names and assigning new street names along portions of CR 483 and CR 484 as provided herein; providing for the posting of signs; and providing an effective date.**

**PRESENTATION of proposal.**



Ms. Dobbs provided information regarding the proposed changes and process.

**PUBLIC HEARING to receive comments regarding the proposal.**

Mayor Sanson opened the public hearing at 8:12 p.m. and invited comments for or against the proposed name changes. There being no comments, Mayor Sanson closed the public hearing at 8:12p.m.

**Discussion and action regarding the proposal and accompanying Ordinance No. 2022-10-05.**

**MOTION: APPROVE ORDINANCE NO. 2022-10-05 CHANGING STREET NAMES AND ASSIGNING NEW STREET NAMES ALONG PORTIONS OF CR 483 AND CR 484 AS PROVIDED HEREIN; PROVIDING FOR THE POSTING OF SIGNS; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: KELL  
SECONDED: SERKLAND  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

- K. Discussion and action regarding Resolution No. 2022-10-02 approving and authorizing a project, designating certain officials as being responsible for, acting for, and on behalf of the city in making application to and for the purpose of participating in the 2022 Collin County Call for City Projects for funding assistance from the Collin County 2018 Road Bond Program, certifying that the city is eligible to receive program assistance; certifying that the city matching share is readily available; and certifying that the proposed project meets program criteria.**

Ms. Dobbs provided information regarding the proposed application.

**MOTION: APPROVE RESOLUTION NO. 2022-10-02 APPROVING AND AUTHORIZING A PROJECT, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE CITY IN MAKING APPLICATION TO AND FOR THE PURPOSE OF PARTICIPATING IN THE 2022 COLLIN COUNTY CALL FOR CITY PROJECTS FOR FUNDING ASSISTANCE FROM THE COLLIN COUNTY 2018 ROAD BOND PROGRAM, CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY MATCHING SHARE IS READILY AVAILABLE; AND CERTIFYING THAT THE PROPOSED PROJECT MEETS PROGRAM CRITERIA.**

MOTION MADE: SERKLAND  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

- L. Discussion and action regarding the award of the construction contract for the City of Lavon North Lift Station (CIP-38) Construction Project and Resolution No. 2022-10-03 approving and authorizing the Mayor to execute a construction contract with Summit Solutions, Inc. in the amount of \$1,965,000.00 with 365 calendar days to construct; and providing an effective date.**

Ms. Dobbs provided information and Mark Hill, Freeman Millican, Inc., detailed the CIP project.

**MOTION: AWARD THE CONSTRUCTION CONTRACT FOR THE CITY OF LAVON NORTH LIFT STATION (CIP-38) AND APPROVE RESOLUTION NO. 2022-10-03 AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH SUMMIT SOLUTIONS, INC. IN THE AMOUNT OF \$1,965,000.00 WITH 365 CALENDAR DAYS TO CONSTRUCT; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: SERKLAND  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook, Dill)

- M. Discussion and action regarding Ordinance No. 2022-10-07 of the City of Lavon, Texas, adopting rules and regulations for regulating on-street parking by amending Chapter 11 “Traffic and Vehicles”, Article 11.03 “Parking”, Section 11.03.002 “Definitions” and Section**

**11.03.003 “Parking” of the City’s Code of Ordinances; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.**

Chief Jones detailed information regarding the parking amendment and request from CISD to restrict parking along Presidents Boulevard.

**MOTION: APPROVE ORDINANCE NO. 2022-10-07 ADOPTING RULES AND REGULATIONS FOR REGULATING ON-STREET PARKING BY AMENDING CHAPTER 11 “TRAFFIC AND VEHICLES”, ARTICLE 11.03 “PARKING”, SECTION 11.03.002 “DEFINITIONS” AND SECTION 11.03.003 “PARKING” OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

MOTION MADE: KELL

SECONDED: WRIGHT

APPROVED: UNANIMOUS (Absent: Cook, Dill)

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

Ms. Dobbs noted that the second tranche of ARPA funding through the Coronavirus Local Fiscal Recovery Fund (CLFRF) is in progress and has not yet been received.

**8. DEPARTMENT REPORTS**

- A. Police Services** – Police Chief Mike Jones Officer Vargas provided updates and referenced reports in the meeting packet.
- B. Fire Services** – Fire Chief Danny Anthony referenced the report in the meeting packet. Ms. Dobbs and Chief Anthony reported that the notification of the improvement of the PPC rating was received and will be effective in February 2023.
- C. Public Works** – Director of Public Works David Carter provided general information regarding public works operations.
- D. Administration** – Ms. Dobbs referenced reports in the meeting packet regarding the Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; TxDOT Projects Report, Home Rule Charter-Special Election and administration and staff reports.

**9. EXECUTIVE SESSION**

At 8:52 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, the Mayor recessed into Executive Session (closed meeting) pursuant to Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter for the provision of municipal services in an unincorporated area.

**10. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 9:31 p.m. and stated that no action was taken in executive session.

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

- November 1, 2022, Regular City Council Meeting

**12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:32 P.M.**

**DULY PASSED and APPROVED** by the City Council of Lavon, Texas, on this 1<sup>st</sup> day of November 2022.

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Vicki Sanson  
Mayor

**ATTEST:**

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Rae Norton  
City Secretary



# CITY OF LAVON

## Agenda Brief

**MEETING: November 1, 2022**

**ITEM: 6 - B**

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2022-11-02 approving and authorizing acceptance of a deed conveying 0.478 acres in the S. M. Rainer Survey, Abstract No. 740, Collin County, Texas from the North Texas Municipal Water District to the City of Lavon.

**Background:**

In the Elevon Addition, Elevon Parkway crosses property owned by the North Texas Municipal Water District (NTMWD).

NTMWD's Board would like to convey ownership of this land to City of Lavon while retaining the necessary easement rights for their existing facilities.

**Financial Implication:**

The parcel is being dedicated for municipal uses and there are no financial implications.

***Staff Notes:***

The City Attorney and City Engineer have reviewed the documents. Approval is recommended.

**Attachments:**            1) Proposed Resolution and Deed

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-11-02**

Deed for Municipal Use - NTMWD

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING ACCEPTANCE OF A DEED CONVEYING 0.478 ACRES IN THE S. M. RAINER SURVEY, ABSTRACT NO. 740, COLLIN COUNTY, TEXAS FROM THE NORTH TEXAS MUNICIPAL WATER DISTRICT TO THE CITY OF LAVON; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council is of the opinion and finds it is in the best interest of the residents of the City to approve the deed and that the Mayor should be authorized to execute the deed on behalf of the City.

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

**SECTION 1.** The City Council has reviewed and desires to approve and authorize the Mayor to execute the deed for 0.478 acres of land attached hereto and incorporated herein as Exhibit "A".

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 1<sup>st</sup> day of November 2022.

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Vicki Sanson  
Mayor

ATTEST:

---

Rae Norton  
City Secretary

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-11-02**

**EXHIBIT A**



damage to the Property of Grantee from soil erosion resulting from operations of Grantor hereunder. Grantor will separate the topsoil during construction by double-ditching and will restore said topsoil within the Property. Grantor shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantor agrees to re-seed the grass areas of the Property after construction of said pipeline. Grantor has the right to trim or cut down or eliminate trees or shrubbery to the extent reasonably necessary to prevent possible interference with the installation and operation of said pipelines and to remove possible hazards thereto, and the right to prevent the construction of any and all improvements, buildings, reservoirs or other obstructions on said Property, except as are specifically allowed under the terms hereof. Grantee shall not construct or permit to be constructed, any house, building, reservoir, or other prohibited improvement on or within the Property or remove soil which would impair the lateral support for Grantor's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantee retains the right, to cross the Property with fences, streets, roads, and utilities, at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantor's pipeline and provided that Grantor is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantee shall not grant any other easements within the Property which would (1) endanger or interfere with the safe and efficient operation of Grantor's pipeline, or (2) cross the Easement Property at less than a 45 degree angle. Notwithstanding any other term herein, the Grantor and Grantee may agree to terminate this reserved easement by mutual, written agreement or instrument, which shall be recorded.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.



EXECUTED this date: \_\_\_\_\_, 2022.

NORTH TEXAS MUNICIPAL WATER DISTRICT,

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of NORTH TEXAS MUNICIPAL WATER DISTRICT, a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution, on behalf of said NORTH TEXAS MUNICIPAL WATER DISTRICT.

\_\_\_\_\_  
Notary Public in and for the State of Texas

ACCEPTED BY:

CITY OF LAVON

By: \_\_\_\_\_  
Vicki Sanson, Mayor

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

Attest:

\_\_\_\_\_  
Rae Norton, City Secretary

**After recording please return to:**

City of Lavon  
120 School Road  
Lavon, Texas 75166

**EXHIBIT A**  
**Property Legal Description**

**EXHIBIT "A"**  
**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**NTMWD TEXOMA TO WYLIE RAW WATERLINE EXTENSION PROJECT**

**PARCEL NO. 246**  
**OWNER: NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**S.M. RAINIER SURVEY, ABSTRACT NO. 740**  
**COLLIN COUNTY, TEXAS**

Being a 0.478 (actual) acre tract of land situated in the S.M. Rainer Survey, Abstract No. 740, Collin County, Texas and being or intended to be all of a tract of land deeded to Union Pacific Railroad Company as recorded in Volume 2000183, Page 273, of the Official Public Records of Dallas County, Texas, and being further described as a 0.492 acre tract of land (by deed) deeded to St. Louis Southwestern Railway Company of Texas as recorded in Volume 352, Page 540 of the Deed Records of Collin County, Texas, said 0.478 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northeast corner of said tract of land deeded to Union Pacific Railroad Company, said 1/2 inch iron rod being the southeast corner a 0.91 acre tract of land (by deed) deeded to Mary Evans as recorded in Document No. 20080407000414460 of the Official Public Records of Collin County, Texas, said 1/2 inch iron rod being in the westerly line of a 203.07 acre tract of land (by deed) deeded to Meredith M. Roark and Margaret M. Arnold as recorded in Document No. 20100526000533270 of said Official Public Records of Collin County, Texas, said 1/2 inch iron rod also having a grid coordinate of N=7,063,853.88 and E=2,603,164.58, from which a 1/2 inch iron rod found for an angle point in the easterly line of said 0.91 acre tract of land bears North 23 degrees 30 minutes 56 seconds West, a distance of 73.13 feet, said 1/2 inch iron rod being an angle point in the westerly line of said 203.07 acre tract of land;

**THENCE** South 23 degrees 30 minutes 56 seconds East, with the easterly line of said tract of land deeded to Union Pacific Railroad Company and with the westerly line of said 203.07 acre tract of land, a distance of 100.06 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the southeast corner of said tract of land deeded to Union Pacific Railroad Company, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the most southerly southwest corner of said 203.07 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the northerly right-of-way line of a tract of land deeded to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680 of said Official Public Records of Collin County, Texas;

(Exhibit "A") Page 1 of 4

**THENCE** South 71 degrees 57 minutes 17 seconds West, with the southerly line of said tract of land deeded to Union Pacific Railroad Company and with the northerly right-of-way line of said tract of land deeded to Northeast Texas Rural Rail Transportation District, a distance of 228.85 feet to a 1/2 inch iron rod with cap stamped "Owens RPLS 5387" found for the southwest corner of said tract of land deeded to Union Pacific Railroad Company, said 1/2 inch iron rod with cap stamped "Owens RPLS 5387" being the southeast corner of a 3.504 acre tract of land (by deed), further described as Tract 3 deeded to World Developers, LP as recorded in Document No. 20080416000455410 of said Official Public Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "Owens RPLS 5387" also being in the east line of a 9.534 acre tract of land (by deed), further described as Tract Two deeded to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680 of said Official Public Records of Collin County, Texas;

**THENCE** North 00 degrees 51 minutes 59 seconds East, with the west line of said tract of land deeded to Union Pacific Railroad Company and with the east line of said Tract 3, a distance of 97.75 feet to a 1/2 inch iron rod with cap stamped "Owens RPLS 5387" found for the northeast corner of said Tract 3, said 1/2 inch iron rod with cap stamped "Owens RPLS 5387" being an apparent angle point in the west line of said tract of land deeded to Union Pacific Railroad Company;

**THENCE** South 71 degrees 55 minutes 13 seconds West, with an apparent west line of said tract of land deeded to Union Pacific Railroad Company and with the northerly line of said Tract 3, a distance of 21.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the southeast corner of a 31.350700 acre tract of land (by deed), further described as Tract Two deeded to 78 Straddle, LP as recorded in Volume 5571, Page 3351 of said Official Public Records of Collin County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA" being an apparent exterior ell corner in the west line of said tract of land deeded to Union Pacific Railroad Company;

**THENCE** North 07 degrees 31 minutes 11 seconds West, with an apparent west line of said tract of land deeded to Union Pacific Railroad Company and with the easterly line of said Tract Two, a distance of 7.59 feet to a 1/2 inch iron rod found for the southwest corner of said 0.91 acre tract of land, said 1/2 inch iron rod being the apparent northwest corner of said tract of land deeded to Union Pacific Railroad Company, from which a 1/2 inch iron rod found for the northwest corner of said 0.91 acre tract of land bears North 07 degrees 31 minutes 11 seconds West, a distance of 229.23 feet, said 1/2 inch iron rod being the southwest corner of a 2.062 acre tract of land (by deed) deeded to Connie S. Miller as recorded in County Clerk's File No. 97-0078773 of said Official Public Records of Collin County, Texas, said 1/2 inch iron rod also being in the easterly line of said Tract Two;

**THENCE** North 72 degrees 02 minutes 44 seconds East, with the northerly line of tract of land deeded to Union Pacific Railroad Company and with the southerly line of said 0.91 acre tract of land, a distance of 207.77 feet to the **POINT OF BEGINNING** and containing 20,811 square feet or 0.478 acres of land, more or less.

(Exhibit "A") Page 2 of 4

**NOTE:** All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation Surface Adjustment Factor for Collin County (1.000152710). Distances and areas shown are surface values.


This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

No improvements shown hereon.

**\* SURVEYOR'S CERTIFICATE \***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Gorrondona & Associates, Inc.**

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

Surveyor's Name: Curtis Smith  
Registered Professional Land Surveyor,  
Texas No. 5494  
Date of survey: August 14, 2012  
FNI Parcel No. 31381-B(REV2)

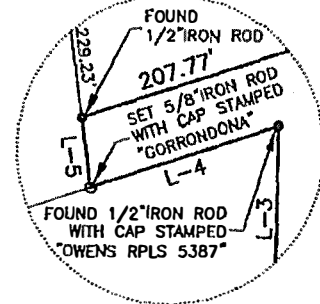


(Exhibit "A") Page 3 of 4

# PLAT OF EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 23°30'56"W	73.13'
L-2	S 23°30'56"E	100.06'
L-3	N 00°51'59"E	97.75'
L-4	S 71°55'13"W	21.53'
L-5	N 07°31'11"W	7.59'

DETAIL "A"  
NOT TO SCALE



S.M. RAINIER SURVEY  
ABSTRACT No. 740

TRACT TWO  
31.350700 ACRES (BY DEED)  
78 STRADDLE, LP  
VOLUME 5571, PAGE 3351  
O.P.R.C.C.T.

2.062 ACRES (BY DEED)  
CONNIE S. MILLER  
C.C. FILE No. 97-0078773  
O.P.R.C.C.T.

0.91 ACRES (BY DEED)  
MARY EVANS  
DOCUMENT No.  
20080407000414460  
O.P.R.C.C.T.

203.07 ACRES (BY DEED)  
MEREDITH M. ROARK AND MARGARET M. ARNOLD  
DOCUMENT No. 20100526000533270  
O.P.R.C.C.T.

SEE  
DETAIL "A"  
N 72°02'44"E 207.77'

C.P.O.B.

FOUND 1/2" IRON ROD  
(GRID COORDINATE)  
N=7,063,853.88  
E=2,603,164.58

FOUND 1/2" IRON ROD  
SET 5/8" IRON ROD  
WITH CAP STAMPED  
"GORRONDONA"

FOUND 1/2" IRON ROD  
WITH CAP STAMPED  
"OWENS RPLS 5387"

TRACT 3  
3,504 ACRES (BY DEED)  
WORLD DEVELOPERS, LP  
DOCUMENT No. 20080416000455410  
O.P.R.C.C.T.

REMAINDER OF  
TRACT TWO  
9,534 ACRES (BY DEED)  
NORTHEAST TEXAS RURAL  
TRANSPORTATION DISTRICT  
VOLUME 5585, PAGE 2680  
O.P.R.C.C.T.

TRACT 4  
2,302 ACRES (BY DEED)  
WORLD DEVELOPERS, LP  
DOCUMENT No. 20080416000455410  
O.P.R.C.C.T.

20,811 SQUARE FEET  
OR 0.478 ACRES (ACTUAL)  
UNION PACIFIC RAILROAD COMPANY  
VOLUME 2000183, PAGE 273  
O.P.R.D.C.T.  
FURTHER DESCRIBED AS  
0.492 ACRES (BY DEED)  
ST. LOUIS SOUTHWESTERN  
RAILWAY COMPANY OF TEXAS  
VOLUME 352, PAGE 540  
D.R.C.C.T.

RAILROAD RIGHT-OF-WAY  
NORTHEAST TEXAS RURAL  
RAIL TRANSPORTATION DISTRICT  
VOLUME 5585, PAGE 2680  
O.P.R.C.C.T.

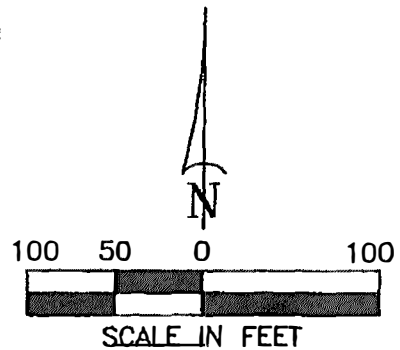
SET 5/8" IRON ROD  
WITH CAP STAMPED  
"GORRONDONA"  
RAILROAD RIGHT-OF-WAY

472.8955 ACRES (BY DEED)  
FAR EAST LAVON, LP,  
VOLUME 5873, PAGE 3522  
O.P.R.C.C.T.

LEGEND	
●	IRON ROD FOUND (AS NOTED)
○	CALCULATED POINT
---	SURVEY LINE
---	EASEMENT LINE
---	PROPERTY LINE (AS NOTED)
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS

NOTES:

- ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS98 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U. S. SURVEY FEET.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
- NO IMPROVEMENTS SHOWN HEREON.



**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
505 E. BROWN ST. • P.O. BOX 2408 • WYLIE, TEXAS 75098

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**"NTMWD TEXOMA TO WYLIE RAW WATERLINE EXTENSION PROJECT"**

PARCEL No.: 246 | FNI PARCEL No.: 31381-B

SURVEY: S.M. RAINIER SURVEY, ABSTRACT No. 740

LOCATION: COLLIN COUNTY, TEXAS

SUBJECT TRACT ACREAGE: 0.478 ACRES (ACTUAL)/0.492 ACRES (BY DEED) | PAGE 4 OF 4

JOB NO. FNI-1121.00

DRAWN BY: CTA

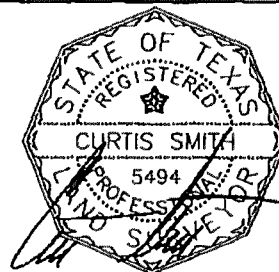
CADD FILE: 31381-B(REV2).DWG

DATE: 08/14/2012(REV2)

CHK. BY: RCS

SCALE: 1" = 100'

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD S. FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768



CURTIS SMITH  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5494



# CITY OF LAVON

## Agenda Brief

**MEETING: November 1, 2022**

**ITEM: 6 - C**

---

**Item:**

CONSENT AGENDA

Approve Resolution No. 2022-11-03 approving and authorizing the Mayor to execute the first amendment to a Professional Services Agreement with Kimley Horn for engineering services relating to the Lavon North Wastewater Treatment Plant.

**Background:**

The City of Lavon and MA Partners entered into a Development Agreement on November 2, 2021 relating to the development of the Elevon project. Section 4.10.b of the Development Agreement, provides for the City to pay for the cost to design, permit and build a 450,000 Gallon Wastewater Treatment Plant (WWTP) and for MA Partners, LLC to assign or cause to be assigned to the City, the contract by and between MA Partners, LLC and Kimley-Horn and Associates, Inc., dated July 1, 2021 for work to be performed on the WWTP.

On April 5, 2022, the City Council approved the assignment to the City of Lavon of the contract by and between MA Partners, LLC and Kimley-Horn and Associates, Inc., dated July 1, 2021 for work to be performed on the WWTP.

To proceed with design and construction, the City and Kimley-Horn and Associates, Inc. have prepared an amendment to the Agreement to provide for additional services to be performed by Kimley-Horn and Associates, Inc.

**Financial Implication:**

The City is obligated to construct the WWTP which requires the additional services. Funding is available in the Sewer Tap Fund.

***Staff Notes:***

The City Attorney and City Engineer have reviewed the amendment. Approval is recommended.

**Attachments:**

- 1) Proposed Resolution and Amendment
- 2) July 1, 2021 Professional Services Agreement



**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-11-03**

Kimley Horn, Inc. – Lavon North WWTP

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN KIMLEY-HORN, INC. AND MA PARTNERS, LLC DATED JULY 1, 2021 AND SUBSEQUENTLY ASSIGNED TO THE CITY OF LAVON; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon and MA Partners entered into a Development Agreement on November 2, 2021 relating to the development of the Elevon project; and

**WHEREAS**, Section 4.10.b of the Development Agreement, provides for the City to pay for the cost to design, permit and build a 450,000 Gallon Wastewater Treatment Plant (WWTP) and for MA Partners, LLC to assign or cause to be assigned to the City, the contract by and between MA Partners, LLC and Kimley-Horn and Associates, Inc., dated July 1, 2021 for work to be performed on the WWTP; and

**WHEREAS**, on April 5, 2022, the City Council approved the assignment to the City of Lavon of the contract by and between MA Partners, LLC and Kimley-Horn and Associates, Inc., dated July 1, 2021 for work to be performed on the WWTP; and

**WHEREAS**, the parties now desire to amend the Agreement to include additional services to be performed by Kimley-Horn and Associates, Inc.; and

**WHEREAS**, the City Council is of the opinion and finds it is in the best interest of the residents of the City to approve and authorize the Mayor to execute the First Amendment.

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

**SECTION 1.** The City Council has reviewed and desires to approve and authorize the Mayor to execute the First Amendment incorporated herein as Exhibit “A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 1<sup>st</sup> day of November 2022.

\_\_\_\_\_  
Vicki Sanson, Mayor

ATTEST:

\_\_\_\_\_  
Rae Norton, City Secretary

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-11-03**

**EXHIBIT A**



City of Lavon  
c/o Mr. Mark Hill, P.E. – Freeman-Millican, Inc.  
9330 Lyndon B Johnson Fwy, Suite 1225  
Dallas, TX 75243

Re: Amendment Number 1 to Professional Services Agreement

Dear Mr. Hill:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and MA Partners, LLC entered in a Professional Services Agreement dated July 1, 2021 (“Agreement”) concerning Elevon Wastewater Treatment Plant Design (“Project”). MA Partners, LLC subsequently assigned the Agreement to City of Lavon (“Client”) on April 5, 2022. The effective date of this first amendment to the Agreement (“First Amendment”) shall be the date accepted and signed by the Client.”.

The parties now desire to amend the Agreement to include additional services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will provide the services specifically set forth below.

### **Project Understanding**

The City of Lavon would like to include additional work for supervisory control and data acquisition (“SCADA”) and security to comply with North Texas Municipal Water District (NTMWD) requirements. In addition to the SCADA and security, the City would like to include an operators’ space within the MCC building. The building size will be increased by approximately 375 SF to accommodate an operators’ space. The operators’ space will include a bathroom. Construction phase services are also included in this scope. These items were not included in the original contract.

### **Scope of Services**

#### **Task 4A – SCADA and Site Security Design**

- b. Prepare additional SCADA and Site Security plans, and technical specifications for bidding and construction. These plans and specifications will be incorporated into the 0.25 MGD Wastewater Treatment Plant construction documents. The SCADA system design will include a central control panel capable of combining site subsystems for remote monitoring capability. The site security design will include axis cameras, servers, and door com stations. The construction plans will include:

- Central Control Panel Drawings
- PID Diagram and IO List
- SCADA Conduit Schedule/Block Diagram

Services/Deliverables not included:

- SCADA remote control of site subsystems.
- Programming and Integration.

- Antenna Studies.
- Code Troubleshooting.
- Roof drain/gutter design of any kind.

## **Task 4B – Mechanical and Plumbing**

Kimley Horn will provide mechanical and plumbing design services to add an operators' space to the MCC building. Kimley-Horn will perform the following tasks:

- Perform additional heating and cooling load calculations to satisfy space requirements for additional operator rooms.
- Specify HVAC mechanical equipment to serve new operator rooms.
- Provide Mechanical sheet specifications.
- Perform plumbing calculations to determine water meter size, distribution pipe size, and sewer size.
- Specify plumbing fixtures.

Sheets will include:

- Floor Plan
- Exterior Elevations
- Sections and Details
- Roof Plan and Details
- Schedules and Details

## **Task 6 - Construction Contract Administration**

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is sixteen (16) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

1. Pre-Construction Conference – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
2. Visits to Site and Construction Observation. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. It is anticipated that the Consultant will attend one progress meeting and visit the site for observation at that time, as requested up to one (1) time a month for a period of 16 months. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of the selected contractor's ("Contractor") work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the "Contractor's work ("Work") based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the documents governing Contractor's Work, and Consultant will keep Client informed of the general progress of the Work.

3. Recommendations with Respect to Defective Work – The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
4. Clarifications and Interpretations – The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
5. Change Orders – The Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples – The Consultant will review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
7. Substitutes and "or-equal" – The Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
8. Inspections and Tests – The Consultant may require special inspections or tests of Contractor's work at Contractor's expense as Consultant deems appropriate and with Client's approval and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
9. Applications for Payment – Payments will be processed through Inspector and City Engineer.
10. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to guarantee that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
11. Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially

complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

12. Final Notice of Acceptability of the Work – The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
13. Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
  - One (1) set of reproducible (22" x 34") Record Drawings.
  - Two (2) full size Record Drawings
  - Three (3) half size Record Drawings
  - One (1) set of .pdf file Record Drawings
  - Electronic CAD file (base file)

Deliverables:

- a. Shop Drawing Reviews – as described above
- b. Contractor's Estimates – as described above
- c. Record Drawings – as described above

Services/Deliverables provided by the Client:

- Resident project representation.
- Provide Client's staff input on progress of work.
- Payment of the Contractor.

**Further Additional Services if required:** See Below

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services outside of this First Amendment. Such additional Services will be compensated on a reimbursable basis at the then current hourly rates to cover certain direct expenses for the project including in-house duplicating, local mileage, telephone calls, facsimiles, word processing computer time, and postage. Other direct expenses will be billed at 1.15 times cost. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- SCADA remote control of site subsystems.
- Programming or Integration of SCADA systems.
- Antenna Studies.
- Code Troubleshooting.
- Roof drain/gutter design of any kind.
- Meetings beyond those described in the scope including but not limited to meetings or

presentations to City Council, meetings with regulatory agencies, and meetings with industrial representatives.

- Environmental Assessments
- Archaeological Services
- Addressing additional regulatory comments.
- Additional drafts and response to comments beyond those described in the scope.
- Any services not specifically listed in the Scope of Services.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Amendment or the referenced Professional Services Agreement. Such services, if any, will be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Client’s personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Engineer will assist the Client’s personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client’s compliance efforts.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development of the Project, including the preparation of engineering data and reports for assistance to the Client.

For the services set forth above, Client shall pay Consultant the following compensation not to exceed \$286,500.00:

Description	Method	Fee
Task 4A – SCADA and Site Security Design	Lump Sum	\$25,000
Task 4B – Mechanical and Plumbing	Lump Sum	\$20,000
Task 6 – Construction Administration	Hourly	\$241,500
<b>Total</b>		<b>\$286,500 (Estimated)</b>

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.

Signed:

Printed Name: Jeff James

Title: Senior Vice President



AGREED AND ACCEPTED:

CITY OF LAVON, TEXAS

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

Title: Mayor

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





# Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

<u>Classification</u>	<u>Rate</u>
Analyst	\$150 - \$230
Professional	\$200 - \$275
Senior Professional I	\$240 - \$330
Senior Professional II	\$295 - \$350
Senior Technical Support	\$150 - \$260
Support Staff	\$105 - \$135
Technical Support	\$95 - \$140

Effective through December 31, 2022

Subject to annual adjustment thereafter

## ASSIGNMENT OF CONTRACT

This ASSIGNMENT OF CONTRACT (*Assignment*) is made as of April 5, 2022 (Effective Date), by and between MA PARTNERS, LLC, a Texas limited liability company (*Assignor*), and the City of Lavon, Texas, a general law city, acting by and through its duly authorized representative (*Assignee*). The undersigned contractor, Kimley-Horn and Associates, Inc. (*Consultant*) joins in the execution of this Assignment (Assignor, Assignee, and Consultant are individually a "Party" and collectively, the "Parties").

### RECITALS:

A. Assignor, and Assignee are parties to that certain Development Agreement dated November 2, 2021 (*Development Agreement*).

B. Pursuant to Section 4.10.b of the Development Agreement, Assignee agreed to pay the cost to design, permit and build a 450,000 Gallon Waste Water Treatment Plant (*WWTP*) and Assignee agreed that upon execution of the Development Agreement, Assignor would assign or cause to be assigned to Assignee, that certain contract by and between Assignor and Kimley-Horn and Associates, Inc., dated July 1, 2021, and including all exhibits attached thereto, for work to be performed on the WWTP (*Kimley-Horn Contract*), a copy of which Kimley-Horn Contract is attached hereto as Exhibit A and made a part hereof.

C. Unless defined differently herein or the context clearly requires otherwise, all capitalized terms used in this Assignment shall have the meaning ascribed to them under the Development Agreement.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Assumption. Assignor does hereby ASSIGN, TRANSFER, SELL, CONVEY, SET OVER AND DELIVER unto Assignee all of Assignor's rights, titles and interests in and to the Kimley-Horn Contract. In connection with the foregoing assignment, and to the extent permitted by law, Assignee does hereby accept and assume all of Assignor's obligations and liabilities in, under, and in connection with the Kimley-Horn Contract. To the extent permitted by law, Assignee further agrees to pay and perform all of the terms, covenants, conditions and obligations of the Assignor under or with respect to the Kimley-Horn Contract to the extent those terms, covenants, conditions and obligations are to be performed on or after the date of this Assignment.

2. Indemnity. Assignor hereby indemnifies and holds Assignee harmless from and against any and all claims, expenses, costs, obligations or other liabilities with respect to the Kimley-Horn Contract arising or incurred from and after the date hereof with respect to events occurring prior to the date hereof. To the extent permitted by law, Assignee hereby indemnifies and holds Assignor

harmless from and against any and all claims, expenses, costs, obligations, or other liabilities with respect to the Kimley-Horn Contract arising or incurred from and after the date hereof with respect to events occurring after the date hereof.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that Assignor has the authority to enter into this Assignment and to carry out all of the terms and provisions of this Assignment without the joinder of any third party or entity. Assignor represents and warrants to Assignee that as of the date hereof: (a) the Kimley-Horn Contract, a true and correct copy of which is attached hereto as Exhibit A is in full force and effect (except that the Parties acknowledge the typo made on page 7 of the Kimley-Horn Contract in the second sentence of the first paragraph in the "Closure" section, and that any reference to "Cibolo Creek Municipal Authority" in the Kimley-Horn Contract is a mistake and shall mean MA Partners, LLC), and (b) Consultant has not sent or received any notice of default or any notice for the purpose of terminating the Kimley-Horn Contract, nor is there any existing circumstance or event which, but for the lapse of time or otherwise, would constitute a default by either Consultant or Assignor under the Kimley-Horn Contract.

4. Consent of Consultant. Consultant hereby consents to the assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Kimley-Horn Contract, to the extent permitted by law. Further, Consultant acknowledges that there presently exist no unpaid and past-due claims owed by Assignor to Consultant, and Consultant has no present claim against or lien upon the improvements to be constructed or the real property upon which the improvements are being constructed arising out of the execution of the Kimley-Horn Contract.

5. Amendment. This Assignment may not be modified, amended or waived orally or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment or waiver is sought.

6. Severability; Headings. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. Each party hereto has been represented by legal counsel in the preparation of this Assignment and therefore it shall not be interpreted in favor of one party over the other.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. Binding on Successors. This Assignment shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

9. Conflicts. To the extent the Development Agreement conflicts with the Kimley-Horn Contract, the Development Agreement shall control. The Parties acknowledge that the Assignee is a Type A municipal corporation of the State of Texas and was not involved in the negotiation, drafting, or execution of the Kimley-Horn Contract, and therefore, certain obligations of the Kimley-Horn Contract, which original parties to are two private entities, may not be met by the

Assignee. To the extent that an obligation, liability, debt, or duty under the Kimley-Horn Contract may not be lawfully assigned to, or assumed by, the Assignee due to its existence as a Type A general law city and political subdivision of the State of Texas, the Assignee shall not be responsible for such obligation, liability, debt, or duty, or in default of this Assignment, the Kimley-Horn Contract, or the Development Agreement.

10. Additional Consultant Obligations. In connection with this Assignment, Consultant agrees to the following additional terms:

A. Consultant agrees to adhere to the insurance requirements provided in **Exhibit B**, attached hereto and incorporated herein; and

B. Consultant shall be compliant with the statutory provisions provided in **Exhibit C**, attached hereto and incorporated herein.

ASSIGNOR:


**MA ELEVON 429, LLC,**  
a Texas limited liability company

**By: MA Partners, LLC,**  
a Texas limited liability company, its sole manager

By:   
\_\_\_\_\_  
John D. Marlin, Manager

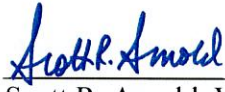
ASSIGNEE:

**CITY OF LAVON**

  
\_\_\_\_\_  
Vicki Sanson  
Mayor

CONSULTANT:

**Kimley-Horn and Associates, Inc.,**

By:   
\_\_\_\_\_  
Scott R. Arnold, Vice President

**EXHIBIT A**  
**Kimley-Horn Contract**

Kimley » Horn

June 17, 2021

MA Partners, LLC  
15443 Knoll Trail  
Suite 130  
Dallas, Texas 75248

Attn: Mr. John Marlin

Re: Professional Services Agreement for the Elevon Wastewater Treatment Plant Design

Dear Mr. Marlin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to MA Partners, LLC ("Client") related to the Elevon Wastewater Treatment Plant Design. (the "Project").

**Project Understanding**

MA Partners, LLC has requested Kimley-Horn to design a 0.25 MGD Wastewater Treatment Plant to serve a portion of the Elevon Development outside of Lavon, Texas. The 0.25 MGD Wastewater Treatment Plant will serve the first phase of development and is the first phase of the TCEQ Wastewater Discharge Permit WQ0015890001.

**Scope of Services**

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

**Task 1: Wastewater Treatment Process Design**

The Consultant shall perform the following tasks for the design of a conventional activated sludge treatment plant:

- a. Design and size each treatment unit based on the following parameters: Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
  - i. types of units proposed and their capacities
  - ii. detention times, surface loadings and weir loadings for each unit
  - iii. plot of the hydraulic gradient at peak flow conditions
  - iv. the recommended operation mode
  - v. organic and volumetric loadings pertinent to each treatment unit
  - vi. aeration demands and sizing of blowers
- b. Develop a process flow diagram for the treatment facility.
- c. Perform computer simulation modeling to prepare a solids balance to determine recycle ratios and sludge wasting rates for process control.
- d. Develop hydraulic model to determine the elevations of the treatment units and determine the sizing of interconnected piping.

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## Meetings:

- a. Prepare for and conduct an in-person review meeting for the Process Design with Client.

## Task 2: Final Engineering Report

Following approval of Task 1 by the Client, the Consultant shall prepare, submit, and process a Summary Transmittal Letter and Final Engineering Report as required by the Texas Administrative Code Chapter 217.10. The Consultant shall perform the following tasks in support of the Summary Transmittal Letter and Final Engineering Report:

- a. Prepare the Draft Final Engineering Report Document including:
  - i. summary of process design data
  - ii. demonstrate Texas Administrative Code Chapter 217 compliance
  - iii. variance requests and justification, if necessary
  - iv. anticipated treatment performance
- b. Following review of the Draft Final Engineering Report packet by the Client, incorporate any Client comments and submit the signed and sealed Summary Transmittal Letter and Final Engineering Report packet to TCEQ.
- c. Respond to technical questions raised by TCEQ in review of the Summary Transmittal Letter and the Final Engineering Report.

## Meetings:

- a. Prepare for and conduct an in-person meeting to review Draft Final Engineering Report with Client.

## Deliverables:

- a. One (1) Electronic Copy (.pdf).

## Task 3: Preliminary Design

Following the Client's approval of the Final Engineering Report, the Consultant shall prepare the detailed design documents for a 0.25 million MGD WWTP.

- a. Perform preliminary civil engineering design services for the following treatment facilities:
  - i. Headworks facilities
  - ii. Odor control system
  - iii. Aeration Basins
  - iv. Clarifiers
  - v. Solids handling facilities
  - vi. Disinfection facilities
- b. Perform preliminary structural engineering design services for the following facilities:
  - i. Headworks facilities
  - ii. Aeration Basins
  - iii. Clarifiers
  - iv. Solids handling facilities

# Kimley » Horn

- v. Disinfection facilities
- c. Perform preliminary electrical engineering design services for the following:
  - i. Headworks facilities
  - ii. Aeration Basins
  - iii. Clarifiers
  - iv. Solids handling facilities
  - v. SCADA/Control and Instrumentation
- d. Perform preliminary architectural design services for the following:
  - vi. Motor Control Center Building

Prepare 60% plans for Client review. Plan sheets will be 11"x17" and include the following information:

#### Civil sheets

- General notes
- Site plan
- Yard piping plan
- Paving plan
- Profiles
- Grading plan

#### Mechanical sheets

- General notes
- Equipment layout

#### Structural sheets

- General notes
- Foundation plans
- Roof plans

#### Electrical sheets

- Site plan
- Floor plan
- SCADA/Control and Instrumentation

#### Architectural sheets

- Floor plans
- Roof Plans
- Elevations

- e. Prepare an opinion of probable construction cost (OPCC) for the WWTP.
- f. Submit design plans and OPCC to Client for review and comment.

#### Meetings:

\_\_\_\_\_



# Kimley » Horn

- a. Prepare for and conduct a plan review meeting with the Client.

## Deliverables:

- a. Five (5) copies of 11"x17" plans for review.
- b. PDF of the detailed plans and detailed OPCC.
- c. One electronic copy (.pdf).

## Services/Deliverables provided by the Client:

- a. Review and comment on the detailed submittal.

## Task 4: Final Design

Following the Client's approval of the preliminary design plans, the Consultant shall prepare the final design plans of a 0.25 million gallon per day (MGD) WWTP.

- a. Prepare construction documents for the following treatment facilities:
  - i. Headworks facilities
  - ii. Aeration Basins
  - iii. Clarifiers
  - iv. Solids handling facilities
  - v. Disinfection facilities
- b. Prepare construction documents for Client review. Construction documents will include construction plans, contract documents, and technical specifications for bidding and construction of the 0.25 MGD Wastewater Treatment Facility. The construction plans will include:

### Civil sheets

- General notes
- Site plan
- Yard piping plan
- Yard piping profiles
- Paving plan
- Profiles
- Grading plan
- Site drainage
- Details

### Mechanical sheets

- General notes
- Equipment layout
- Equipment Sections
- Details

### Structural sheets

- General notes
- Foundation plans
- Building Sections

# Kimley »Horn

- Roof plans
- Details

## Electrical sheets

- Site plan
- Floor plan
- Sections
- SCADA/Control and Instrumentation
- Details

## Architectural sheets

- Floor plans
- Door and Window Schedules
- Roof Plans
- Elevations
- Details

## Plumbing sheets

- Onsite Water services
- Onsite sanitary sewer

- Submit 100% construction plans, contract documents, technical specifications, and OPCC to Client for review and comment. Contract documents will be based on the Engineers Joint Contract Documents Committee standard contract documents. Technical specifications will be based on the North Texas Council of Governments Public Works Construction Standards Specifications.
- Submit final construction documents to review agencies and client.

### Meetings:

- Prepare for and conduct one construction documents review meeting with the Client.

### Deliverables:

- Five (5) copies of 11"x17" final plans, contract documents, technical specifications, and OPCC.
- Two (2) copies of the final plans, contract documents for TCEQ approval.
- One electronic copy (.pdf).

### Services/Deliverables provided by the Client:

- Review and comment on final submittal.
- Payment of all applicable submittal fees.

### Task 5: Bidding Phase Services

Kimley-Horn will perform the following professional services to support the client during the bidding process:

- Provide construction documents in .PDF format to CivCast website for online bidding.
- Prepare the Notice to Bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement.

# Kimley » Horn

- c. Issue addenda as required.
- d. Respond to bidder questions.
- e. Prepare for and conduct a Pre-bid conference.
- f. Attend bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.

## Services/Deliverables provided by the Client:

- a. Award a contract to a contractor.

## **Fee and Billing**

Kimley-Horn will perform the services for the following tasks for the fee below.

Task 1: Wastewater Treatment Process Design	\$ 50,000 (Lump Sum)
Task 2: Final Engineering Report	\$ 40,000 (Lump Sum)
Task 3: Preliminary Design	\$180,000 (Lump Sum)
Task 4: Final Design	\$130,000 (Lump Sum)
Task 5: Bidding	\$ 20,000 (Lump Sum)
<b>Total</b>	<b>\$420,000 (Estimated)</b>

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.

## **Services Not Included**

1. Resident Project Representative (RPR) services
2. Material testing
3. Archeological testing.
4. Reuse permitting or design
5. Preparation of a CCN application.
6. Attending meetings with or on behalf of the Client not identified in the scope.
7. Evaluation of any temporary sanitary sewer options for service prior to a constructed wastewater treatment plant.
8. Design of the onsite sanitary sewer collection system.
9. Services associated with contracting of water users.
10. Preparation for or attendance of mediation between the Client and other parties.

## **Information/Services to be Provided by the Client**

1. Approve treatment process.
2. Current land use plan for the proposed development showing the boundaries allocated for the WWTP.

# Kimley » Horn

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject 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 Cibolo Creek Municipal Authority.

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 both copies of this Agreement in the spaces provided below, retain one copy, and return the other 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.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC.

  
Paul McCracken, P.E.  
Senior Vice President

Attachment – Standard Provisions

Agreed to on this 1 day of JULY 2021

MA Partners, LLC

  
\_\_\_\_\_  
(Signature)

John Martin  
\_\_\_\_\_  
(Print)

Manager  
\_\_\_\_\_  
(Title)

**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 25<sup>th</sup> 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.
- (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.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, 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.

**EXHIBIT B**  
**Consultant Insurance Requirements**

The Consultant shall provide and maintain, until the work covered in the contract is completed and accepted by the City, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Consultant's obligations contained in the contract.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Professional Liability Insurance coverage may not be required for all services. If the City deems such coverage necessary, the following conditions will apply:
  - a. Professional Liability with minimum limits of \$1,000,000 per claim and in the aggregate or higher, depending on the type, size, and scope of services.
  - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by the City.

Any Subconsultant(s) hired by the Consultant shall maintain insurance coverage equal to that required of the Consultant. It is the responsibility of the Consultant to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subconsultant.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards (for engineering and architects), and contractual liability.



With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The City shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City will receive at least thirty-(30) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Consultant may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

Upon request, Consultant shall furnish the City with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

**EXHIBIT C**  
**Statutory Provisions**

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

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

- 3. Certifications Regarding Terrorist Organizations and Boycott of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Contractor hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Contractor and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize,

inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. **Required cyber-security training.** To the extent that Contractor, including its subcontractors, officers, or employees, will have access to the City's computer system or database, then Section 2054.5192, Texas Government Code requires the Contractor and its subcontractors, officers, or employees to complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the City. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, or employees during the term and any renewal period of the contract.



# CITY OF LAVON

## Agenda Brief

**MEETING:** November 1, 2022

**ITEM:** 7 - A

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**Item:**

Discussion and action regarding Resolution No. 2022-11-01 approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Lakepointe Public Improvement District Improvement Areas #2-3 Project)”; and resolving other matters incident and related thereto.

**Background:**

On March 19, 2019, after three public hearings, the City Council approved a resolution creating the LakePointe Public Improvement District (PID) and authorized the issuance of up to \$25,000,000.00 in bonds for the PID to finance specific public improvements for the benefit of the property.

The Preliminary Limited Offering Memorandum (PLOM) for “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Lakepointe Public Improvement District Improvement Areas #2-3 Project)” is submitted in preparation for the sale of the bonds as contemplated in the development agreement and PID creation documents.

***Staff Notes:***

The City’s team of consultants, including bond counsel and city attorney, have reviewed, and signed off on the proposed document.

Approval is recommended.

*Note: the PLOM document is over 400 pages. The first ten pages, including the table of contents, of the PLOM are included in the City Council packet and Resolution. Approval of the Resolution will approve the documents in their entirety which will be available electronically.*

**Attachments:** Resolution

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-11-01**

LakePointe IA #2 and #3 PLOM

**A RESOLUTION OF THE CITY OF LAVON, TEXAS APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR “CITY OF LAVON, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (LAKEPOINTE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREAS #2-3 PROJECT)”;** AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

**RECITALS**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Lavon, Texas (the “City”), to create a public improvement district within the extraterritorial jurisdiction (the “ETJ”) and the corporate limits of the City; and

**WHEREAS**, on February 2, 2019 the City Council opened, conducted and continued a public hearing, on March 5, 2019 the City Council reopened, conducted and continued a public hearing, and on March 19, 2019 the City Council reopened, conducted and closed a public hearing to consider a petition received by the City on or before January 14, 2019 entitled “Petition for the Creation of a Public Improvement District Within the City of Lavon, Texas, for the LakePointe Development” requesting the creation of a public improvement district; and

**WHEREAS**, on March 19, 2019, the City Council approved Resolution No. 2019-03-04 (the “Original Authorization Resolution”), authorizing, establishing and creating the LakePointe Public Improvement District (the “District”); and

**WHEREAS**, on July 16, 2019, the City Council approved Resolution No. 2019-07-03 amending the Original Authorization Resolution (as amended, the “Authorization Resolution”) regarding the estimated costs of authorized improvements to be assessed against the property in the District; and

**WHEREAS**, the City authorized the creation of the District and the issuance of up to \$25,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

**WHEREAS**, on July 2, 2019 the City annexed the portion of the District that was in the ETJ into the corporate limits of the City; and

**WHEREAS**, the City and Lavon LakePointe Development, LLC, a Texas limited liability company, the developer of the District, have entered into a Reimbursement Agreement, effective as of November 16, 2021, relating to the reimbursement of costs of Authorized Improvements in Improvement Area #2 of the District, and a Reimbursement Agreement, effective as of September 6, 2022 (collectively, the “Reimbursement Agreements”), relating to the reimbursement of costs of Authorized Improvements in Improvement Area #3 of the District.

**WHEREAS**, the reimbursement obligations under each of the Reimbursement Agreements are secured by special assessments levied pursuant to separate ordinances previously adopted by the City Council on November 16, 2021, with respect to Improvement Area #2 of the District, and September 6, 2022, with respect to Improvement Area #3 of the District against assessable property located within Improvement Area #2 and Improvement Area #3 of the District.

**WHEREAS**, the City Council intends to authorize the issuance of the “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (LakePointe Public Improvement District Improvement Areas #2-3 Project)” (the “Bonds”) to fund Authorized Improvements in Improvement Area #2 and Improvement Area #3 of the District, including the payment of reimbursement obligations under the Reimbursement Agreements; and

**WHEREAS**, there has been presented to the City Council a Preliminary Limited Offering Memorandum for the Bonds (the “PLOM”); and

**WHEREAS**, the City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the PLOM and authorize the use of the PLOM in the offering and sale of the Bonds by the underwriter of the Bonds, FMSbonds, Inc. (the “Underwriter”);

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The form and content of the PLOM substantially in the form attached hereto as Exhibit A is hereby approved, and the City Administrator of the City (the “City Administrator”), the City’s bond counsel and the City’s financial advisor are authorized to distribute the same, with such changes, addenda, supplements or amendments as may be approved by the Mayor of the City (the “Mayor”), the City Administrator, the City’s bond counsel or the City’s financial advisor. The City hereby authorizes the PLOM, in the final form approved by the Mayor or City Administrator, to be used by the Underwriter in connection with the marketing and sale of the Bonds.

SECTION 3. Pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (17 C.F.R. § 240.15c2-12) (“Rule 15c2-12”), the City hereby deems said PLOM to be final as of its date, except for the omission of no more than the following information as permitted by Rule 15c2-12: the offering prices of the Bonds, interest rates for the Bonds, selling compensation of the Underwriter, the aggregate principal amount of the Bonds, the principal amount per maturity of the Bonds, the delivery date for the Bonds, ratings for the Bonds, and the identity of the ultimate purchasers.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED** on this the 1<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
Vicki Sanson, Mayor

ATTEST:

\_\_\_\_\_  
Rae Norton, City Secretary

**EXHIBIT A**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**



THE BONDS ARE INITIALLY OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933) OR “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for purposes of federal income taxation under existing law, subject to the matters described under “TAX MATTERS.” See “TAX MATTERS – Tax Exemption” for a discussion of Bond Counsel’s opinion, including the alternative minimum tax on certain corporations.

\$15,096,000\*

CITY OF LAVON, TEXAS,

(a municipal corporation of the State of Texas located in Collin County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(LAKEPOINTE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREAS #2-3 PROJECT)



Interest to Accrue from Delivery Date (defined below)

Due: September 15, as shown on the inside cover

The City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (LakePointe Public Improvement District Improvement Areas #2-3 Project) (the “Bonds”), are being issued by the City of Lavon, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 15 and September 15, commencing March 15, 2023, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, National Association, as trustee (the “Trustee”), to DTC as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on November 15, 2022, and an Indenture of Trust, dated as of December 1, 2022 (the “Indenture”), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used for the purposes of (i) paying Costs of the Improvement Area #2 Improvements, (ii) paying Costs of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal of and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Annual Collection Costs, and (v) paying Bond Issuance Costs. See “THE IMPROVEMENT AREAS #2 AND #3 IMPROVEMENTS” and “APPENDIX B – Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments levied against assessable properties in Improvement Area #2 and Improvement Area #3 of the District in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation or out of any other funds of the City other than the Trust Estate. See “SECURITY FOR THE BONDS.”

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS – Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.”

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”) subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D – Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, and for the Developer by its counsel, Miklos Cinclair, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about December [ ], 2022 (the “Delivery Date”).

FMSbonds, Inc.

\* Preliminary, subject to change.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,  
AND CUSIP NUMBERS\***

CUSIP Prefix: \_\_\_\_\_ (a)

\$15,096,000\*  
CITY OF LAVON, TEXAS,  
(a municipal corporation of the State of Texas located in Collin County)  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022  
(LAKEPOINTE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREAS #2-3 PROJECT)

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_%; CUSIP \_\_\_\_ (a)(b)(c)

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_%; CUSIP \_\_\_\_ (a)(b)(c)

- 
- (a) CUSIP® numbers are included solely for the convenience of Owners of the Bonds. CUSIP® is a registered trademark of the American Bankers Association. CUSIP® data herein is provided by CUSIP Global Services (“CGS”) and managed on behalf of The American Bankers Association by FactSet Research Systems Inc. CUSIP® data herein is provided by CGS and is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter, or their agents or counsel takes any responsibility for the accuracy of such numbers.
- (b) The Bonds maturing on and after September 15, 20 \_\_, are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 15, 20 \_\_, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”

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\* Preliminary, subject to change.

**CITY OF LAVON, TEXAS  
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	<u>Term Expires (November)</u>
Vicki Sanson	Mayor	2023
John Kell	Place 1, Mayor Pro Tem	2022
Mike Cook	Place 2	2023
Kay Wright	Place 3	2022
Ted Dill	Place 4	2023
Mindi Serkland	Place 5	2022

**CITY ADMINISTRATOR**  
Kim Dobbs

**CITY SECRETARY**  
Rae Norton

**PID ADMINISTRATOR**  
P3Works LLC

**FINANCIAL ADVISOR TO THE CITY**  
Hilltop Securities Inc.

**BOND COUNSEL TO THE CITY**  
McCall, Parkhurst & Horton L.L.P.

**UNDERWRITER'S COUNSEL**  
Orrick, Herrington & Sutcliffe LLP

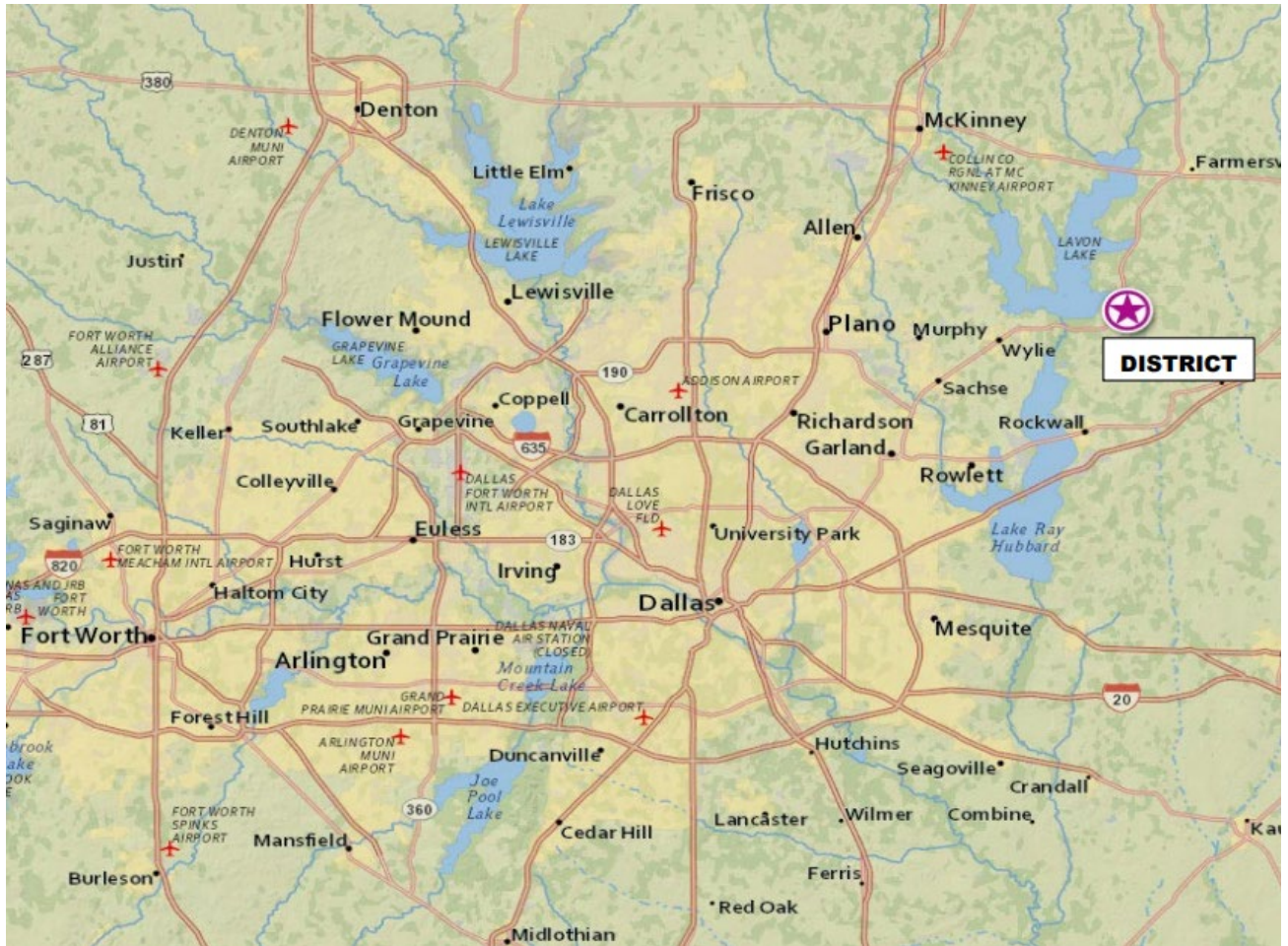
For additional information regarding the City, please contact:

Kim Dobbs  
City Administrator  
City of Lavon, Texas  
120 School Road  
Lavon, Texas 75166  
(972) 843-4220  
kdobbs@lavontx.gov

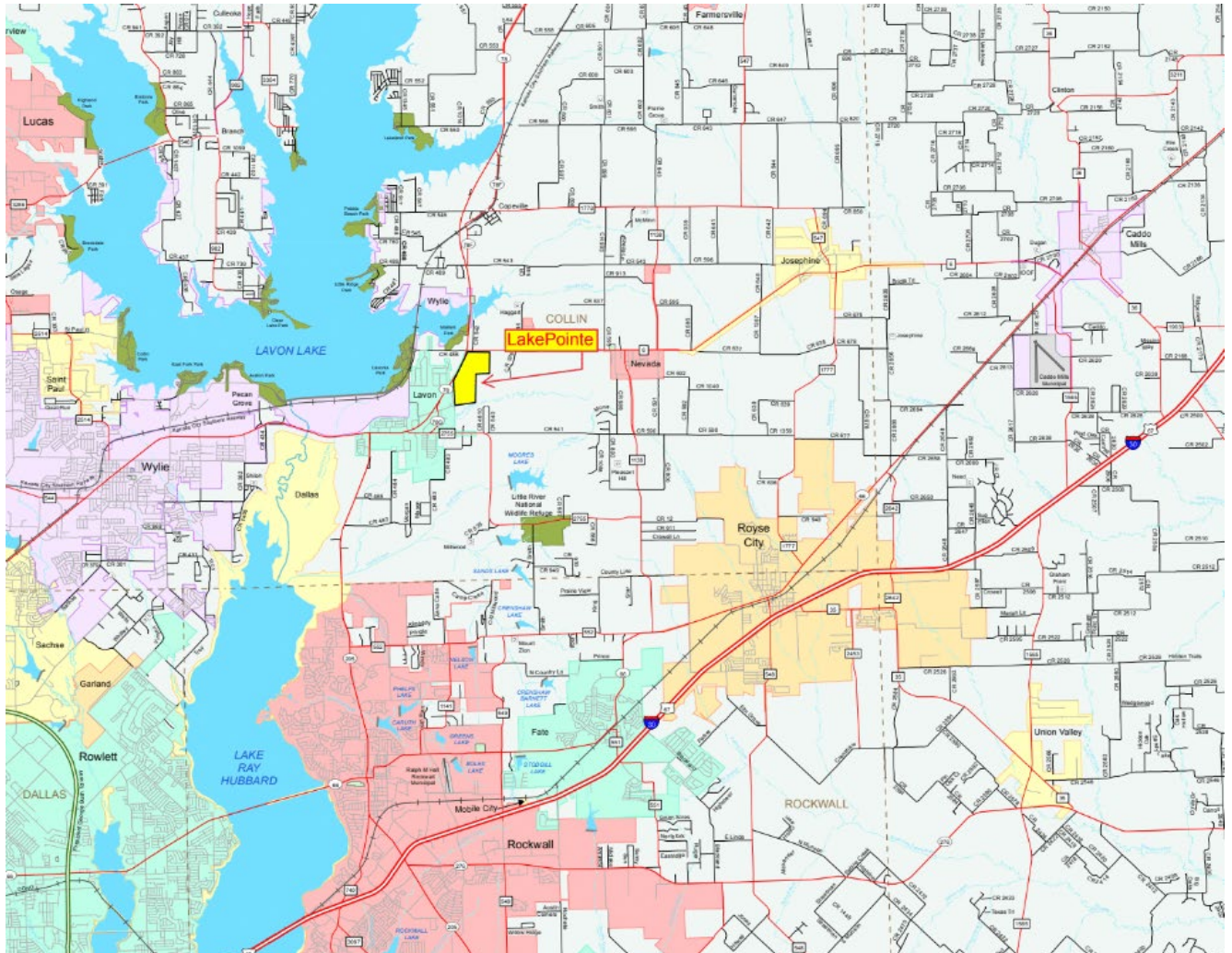
or

Jason Hughes  
Managing Director  
Hilltop Securities, Inc.  
717 N. Harwood St., Suite 3400  
Dallas, Texas 75201  
(214) 953-8707  
jason.hughes@hilltopsecurities.com

REGIONAL LOCATION MAP OF THE DISTRICT



# AREA LOCATION MAP OF THE DISTRICT



MAP SHOWING BOUNDARIES OF THE DISTRICT



MAP SHOWING BOUNDARIES OF IMPROVEMENT AREA #2 AND IMPROVEMENT AREA #3



## USE OF LIMITED OFFERING MEMORANDUM

*FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM (THE "RULE" OR "RULE 15C2-12"), THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.*

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS." EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS." EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY OR THE DEVELOPER FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE



MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE “FORWARD-LOOKING STATEMENTS” WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR THE DEVELOPER PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THEIR EXPECTATIONS (OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED) CHANGE, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE – THE CITY” AND “– THE DEVELOPER,” RESPECTIVELY.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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# CITY OF LAVON

## Agenda Brief

MEETING: November 1, 2022

ITEM: 7 - B

---

**Item:**

Public Hearing, discussion, and action regarding the annexation of the road and right of way of SH 205 adjacent to property annexed by Ordinance No. 2022-05-02 from southern property boundary of the annexed property to the existing corporate limits of the City of Lavon.

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

**Background:**

The City Council recently approved the voluntary annexations of areas that abut and are adjacent to state roadways, specifically Boyd Farm and State Highway 205 (SH 205) and Elevon Future Business Park and Farm to Market Road 2755 (FM 2755). The annexation proceedings were done in accordance with the Texas Local Government Code Subchapter C-3. Annexation of Area on Request of Owners.

Unlike Texas Local Government Code, Section 43.106 that requires the annexation of county roads with abutting property, there is not a similar provision relating to the annexation of abutting state-owned roadways. The Texas Local Government Code, Section 43.1056 provides direction for the annexation of roadways other than county roads.

**Code Excerpt:**

**TEXAS LOCAL GOVERNMENT CODE**

**SUBCHAPTER E. ANNEXATION PROVISIONS RELATING TO RESERVOIRS,  
AIRPORTS, STREETS, AND CERTAIN OTHER AREAS**

**Sec. 43.1056. ANNEXATION OF CONTIGUOUS OR CONNECTING RIGHTS-OF-WAY**

- (a) Notwithstanding any other law, a municipality that is annexing an area under Subchapter C-3, C-4, C-5, or D may also annex with the area the right-of-way of a street, highway, alley, or other public way or of a railway line, spur, or roadbed, that is:
  - (1) contiguous and runs parallel to the municipality's boundaries; and
  - (2) contiguous to the area being annexed under Subchapter C-3, C-4, C-5, or D.
- (b) A municipality may annex a right-of-way under this section only if:
  - (1) the municipality provides written notice of the annexation to the owner of the right-of-way, through the owner's registered agent, if applicable, not later than the 61st day before the date of the proposed annexation; and
  - (2) the owner of the right-of-way does not submit a written objection to the municipality before the date of the proposed annexation.

- (c) If the owner of a right-of-way proposed to be annexed under this section is a governmental entity, the entity may specify the location at which a municipality must deliver notice under Subsection (b).
- (d) Section 43.054 does not apply to the annexation of a right-of-way under this section.

On May 17, 2022, the City Council provided direction to undertake appropriate notifications and begin proceedings to annex the areas of state roadway and right of way for purposes of the efficient delivery of public safety services.

As set out in Chapter 43 of the Texas Local Government Code, notification of the proposed annexations was provided and no objection was received.

**Financial Implication:**

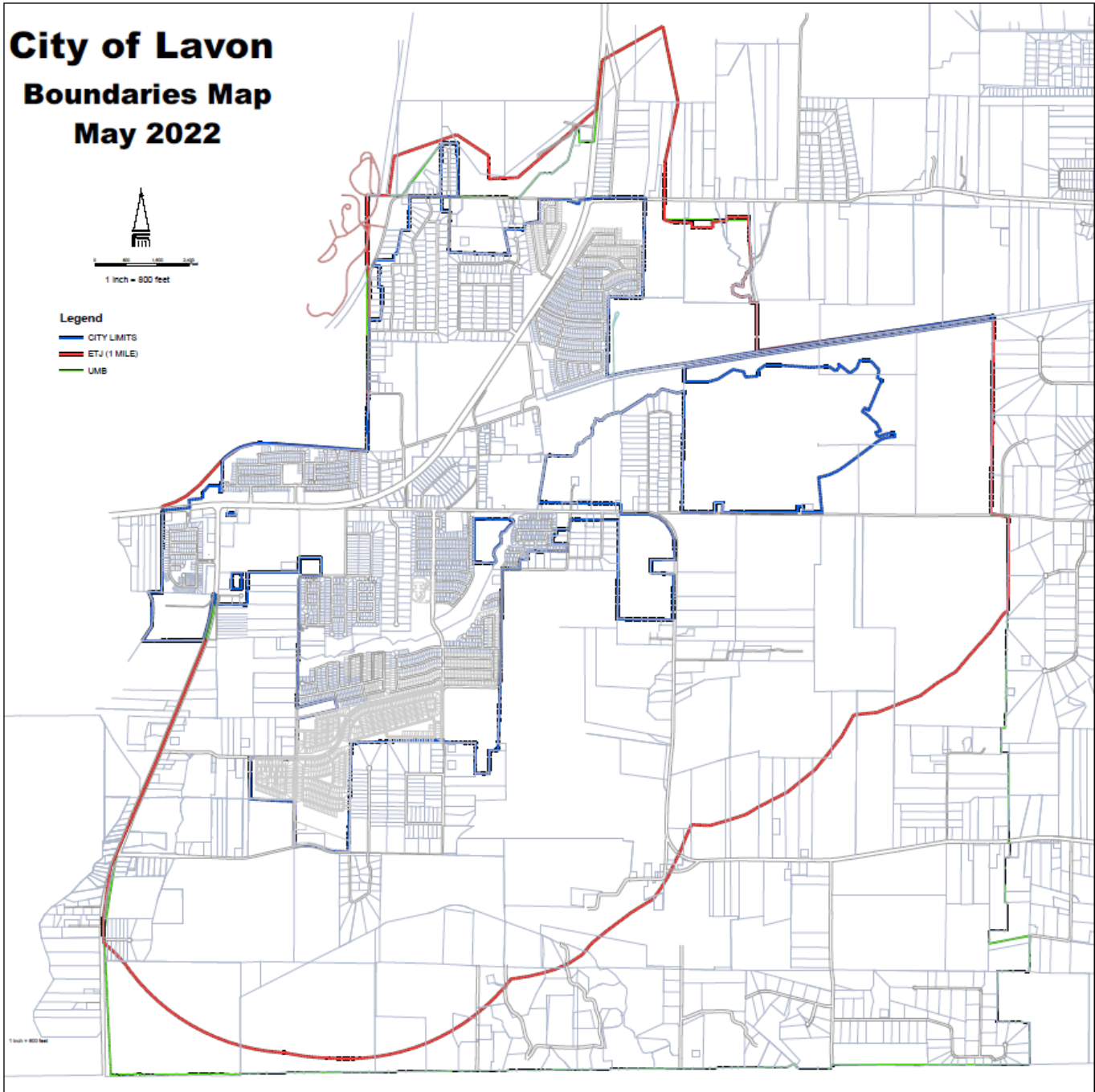
SH 205 is owned by the State of Texas and maintained by the Texas Department of Transportation (TxDOT). The costs associated with the delivery of other municipal services can be accomplished within current budget levels. It is anticipated that there will be efficiencies realized for public safety service delivery in the time that is not expended with mutual aid involvement.

***Staff Notes:***

Approval is recommended.

- Attachments:**
- 1) Location Exhibits
  - 2) Notification
  - 3) Proposed Ordinance

ANNEXATION LOCATION EXHIBIT



**CITY OF LAVON**  
**ORDINANCE NO. 2022-11-02**

Annexation – SH 205 at Boyd Farm

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING A PUBLIC HEARING, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory, including the right of way of a street or highway, and extend the corporate limits of the City, subject to state law; and

**WHEREAS**, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

**WHEREAS**, all required notices and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

**WHEREAS**, the City Council of the City of Lavon (the “City Council”) finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

Being part of the W. A. S. Bohannon Survey, Abstract No. 121, the road and right of way of SH 205 adjacent to property annexed by Ordinance No. 2022-05-02 from the southern property boundary of the annexed property and the intersection of SH 205 and CR 486 to the existing corporate limits of the City of Lavon described and depicted in Exhibit “A” attached hereto and made a part hereof; and

be and the same is hereby annexed into the City, and that the boundary limits of the City, be and the same are hereby extended to include the above-described territory within the city limits of the City, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

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

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City 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.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 1<sup>st</sup> day of November 2022.

\_\_\_\_\_  
Vicki Sanson, Mayor

**ATTEST:**

\_\_\_\_\_  
Rae Norton, City Secretary

## EXHIBIT A

### Description of the Property - SH 205

#### SH 205 roadway and right of way adjacent to the below-described property and roadway and right of way extending northward to the intersection of SH 205 and SH 78

##### Boyd Farm

SITUATED in the State of Texas and the County of Collin, being part of the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod capped "Roome" set for comer in the west right-of-way line of State Highway 205 (100 foot right-of-way) and marking the northeast comer of a tract of land described in a deed to Iola Albright and recorded in Volume 700, Page 110 of the Deed Records of Collin County, Texas and the southeast comer of said 40 acre tract;

THENCE with the general line of a wire fence, the north line of said Albright tract and the south line of said 40 acre tract, South 89°28'29" West, 1564.77 feet to 1/2 inch iron pipe found for comer in the east line of a called 44.61 acre tract of land conveyed to the City of Dallas by deed recorded in Volume 698, Page 367 of the Deed Records of Collin County, Texas and marking the northwest comer of said Albright tract and the southwest comer of said 40 acre tract;

THENCE with the east line of said 44.61 acre tract and the west line of said 40 acre tract as follows:

North 34°01'59" East, 450.00 feet to a City of Dallas monument found for comer,

North 03°40'18" East, 434.58 feet to a City of Dallas monument found for comer,

North 04°08,07" West, 235.31 feet to a point for comer, and

North 25°00'30" West, 241.40 feet to a City of Dallas monument found for comer in the south line of a called 19.501 acre tract of land conveyed to S R Equipment Company, Ltd. by deed recorded in Document No. 201000610000588700 of the Deed Records of Collin County, Texas and marking the northeast comer of said 44.61 acre tract and the northwest comer of said 40 acre tract;

THENCE with the south line of said 19.501 acre tract and the north line of said 40 acre tract, South 88°46'35" East, 344.09 feet to a 1/2 inch capped iron rod found for comer in the west line of Grand Heritage - West C, an addition to the City of Lavon, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 290 of the Plat Records of Collin County, Texas and marking the southeast comer of said 19.501 acre tract and a northeast comer of said 40 acre tract;

THENCE with the west line of said Grand Heritage - West C and an east line of said 40 acre tract, South 00°28\*03" West, 11.55 feet to a 1/2 inch iron rod capped "Roome" set for comer marking the southwest comer of said Grand Heritage - West C and an ell comer of said 40 acre tract;



THENCE with the south line of said Grand Heritage - West C, the south line of a called 2.94 acre tract conveyed to DPB Investments, LP by deed recorded in Document No. 20110606000576510 of the Deed Records of Collin County, Texas, the south line of a called 2.04 acre tract conveyed to World Land Developers, LP by deed recorded in Document No. 20071213001657580 of the Deed Records of Collin County, Texas and the north line of said 40 acre tract, South 88°17'02" East, 1320.94 feet to a 1/2 inch iron rod found for comer in the curving west right-of-way line of State Highway 205 and marking the southeast comer of said 2.04 acre tract and the northeast comer of said 40 acre tract;

THENCE southwesterly with said west right-of-way line, the east line of said 40 acre tract and with a curve to the right having a radius of 5679.58 feet, a central angle of 12°17'06", an arc length of 1217.79 feet and a chord bearing and distance of South 12°21'45" West, 1215.46 feet to the Point of Beginning and containing 42.058 acres of land, more or less.

LESS that certain property taken by condemnation conveyance to the State of Texas identified as that certain 65,859 square feet of land, more or less in W.A.S. Bohannon Survey, Abstract No. 121, Collin County, Texas, and being part of a called 42.058 acre tract of land conveyed by General Warranty Deed from Idena, LLC to 3002 HOP, Ltd., executed May 9, 2016, as recorded in Instrument No. 20160511000577640, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 65,859 square feet (1.5119 Acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron pipe (controlling monument) for the southwest corner of said 3002 HOP, Ltd. tract, being on the north line of a called 57 acre tract of land conveyed in a deed to Iola K. Albright, executed December 15, 1964, as recorded in Volume 700, Page 110, said Official Public Records (O.P.R.C.C.T.);

THENCE North 89 degrees 29 minutes 42 seconds East, along the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, a distance of 1,503.68 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT"\* (hereafter referred to as a set "TxDOT" monument) on the new west right of way line of State Highway 205 (a variable width right of way), and at the POINT OF BEGINNING, and being 75.00 feet left of Station 1210+20.07, and have a N.A.D. 83 (2011 Adjustment), Texas State Plane North Central Zone (4202) surface coordinate of Northing 7,058,577.42 and Easting 2,594,774.76, being the beginning of a curve to the left;

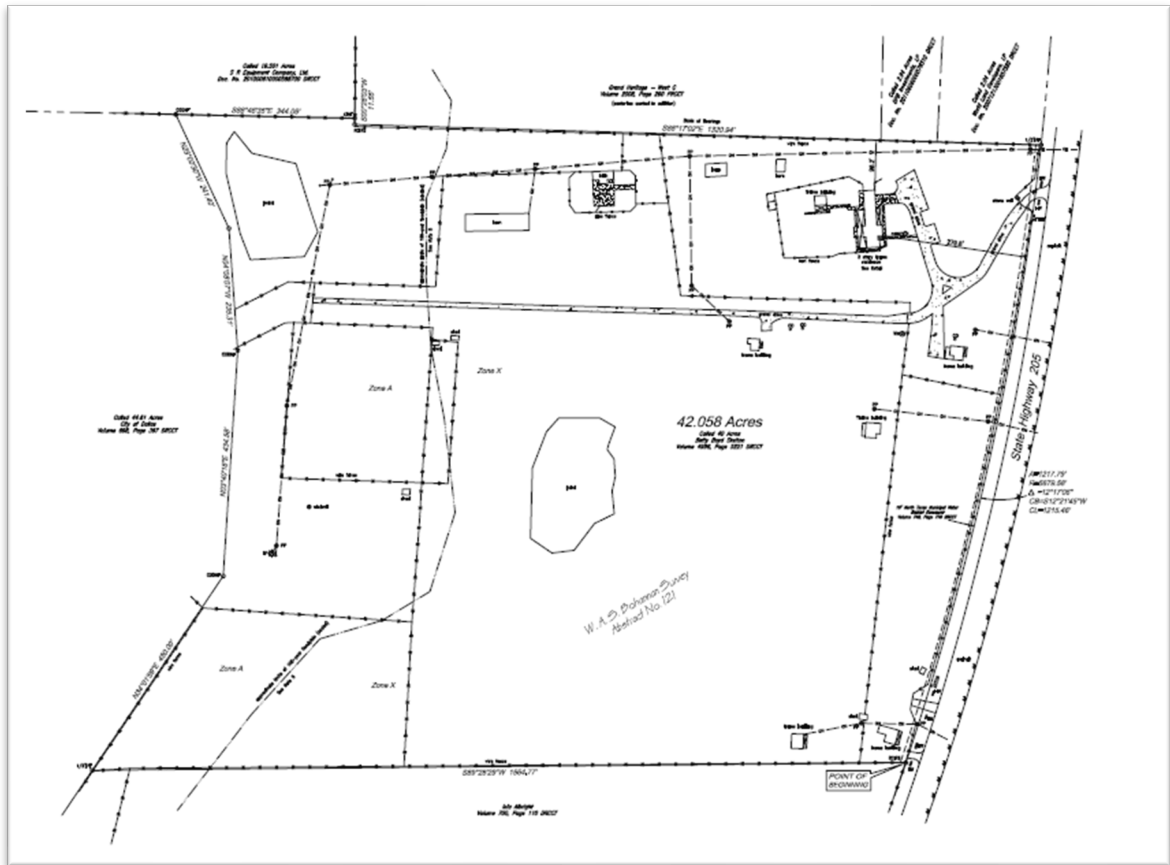
1) THENCE departing the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, along the new west right of way line of said State Highway 205, 1,222.51 feet along the arc of said curve to the left, through a central angle of 10 degrees 06 minutes 53 seconds, having a radius of 6,925.00 feet and long chord which bears North 13 degrees 16 minutes 52 seconds East, 1,220.92 feet to a set "TxDOT" monument\* on the north line of said 3002 HOP, Ltd. tract and the south line of a called 3.401 acre tract of land conveyed as Tract No. 4 in a deed to DPB Investments, LP executed January 1, 2010, as recorded in Instrument No. 201110606000576510, said Office Public Records (O.P.R.C.C.T.);

2) THENCE South 88 degrees 14 minutes 55 seconds East, departing the new west right of way line of said State Highway 205, along the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No. 4, a distance of 41.31 feet to a found 3/8 inch

iron rod (controlling monument) for the northeast corner of said 3002 HOP, Ltd. tract and the southeast corner of said DPB Investments, LP Tract No. 4, on the existing west right of way line of State Highway 205 (a 100 feet wide right of way) described in a deed to the State of Texas, as recorded in Volume 388, Page 365, Deed Records, Collin County, Texas (D.R.C.C.T.), being the beginning of a curve to the right;

3) THENCE departing the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No 4, along the existing west right of way line of said State Highway 205 and the east line of said 3002 HOP, Ltd. tract, 1,216.88 feet along the arc of said curve to the right, through a central angle of 12 degrees 16 minutes 33 seconds, having a radius of 5,679.58 feet and a long chord which bears South 12 degrees 20 minutes 55 seconds West, 1,214.56 feet to a found 3/8 inch iron rod with cap stamped "ROOKE" or "ROOME" for the southeast corner of said 3002 HOP, Ltd. tract and the northeast corner of said Iola K. Albright tract.

Annexed Property Depicted:





# CITY OF LAVON

## Agenda Brief

MEETING: November 1, 2022

ITEM: 7 - C

---

**Item:**

Public Hearing, discussion, and action regarding the annexation of the road and right of way of FM 2755 adjacent to property annexed by Ordinance No. 2022-04-05 from the southern property boundary of the annexed property to the existing corporate limits of the City of Lavon.

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

**Background:**

The City Council recently approved the voluntary annexations of areas that abut and are adjacent to state roadways, specifically Boyd Farm and State Highway 205 (SH 205) and Elevon Future Business Park and Farm to Market Road 2755 (FM 2755). The annexation proceedings were done in accordance with the Texas Local Government Code Subchapter C-3. Annexation of Area on Request of Owners.

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- (b) A municipality may annex a right-of-way under this section only if:
  - (1) the municipality provides written notice of the annexation to the owner of the right-of-way, through the owner's registered agent, if applicable, not later than the 61st day before the date of the proposed annexation; and
  - (2) the owner of the right-of-way does not submit a written objection to the municipality before the date of the proposed annexation.

- (c) If the owner of a right-of-way proposed to be annexed under this section is a governmental entity, the entity may specify the location at which a municipality must deliver notice under Subsection (b).
- (d) Section 43.054 does not apply to the annexation of a right-of-way under this section.

On May 17, 2022, the City Council provided direction to undertake appropriate notifications and begin proceedings to annex the areas of state roadway and right of way for purposes of the efficient delivery of public safety services.

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**Financial Implication:**

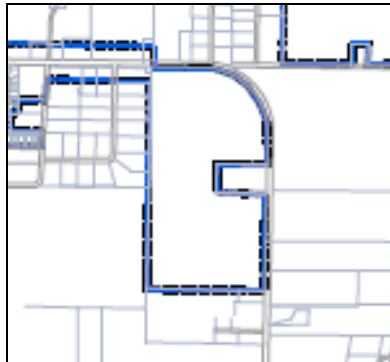
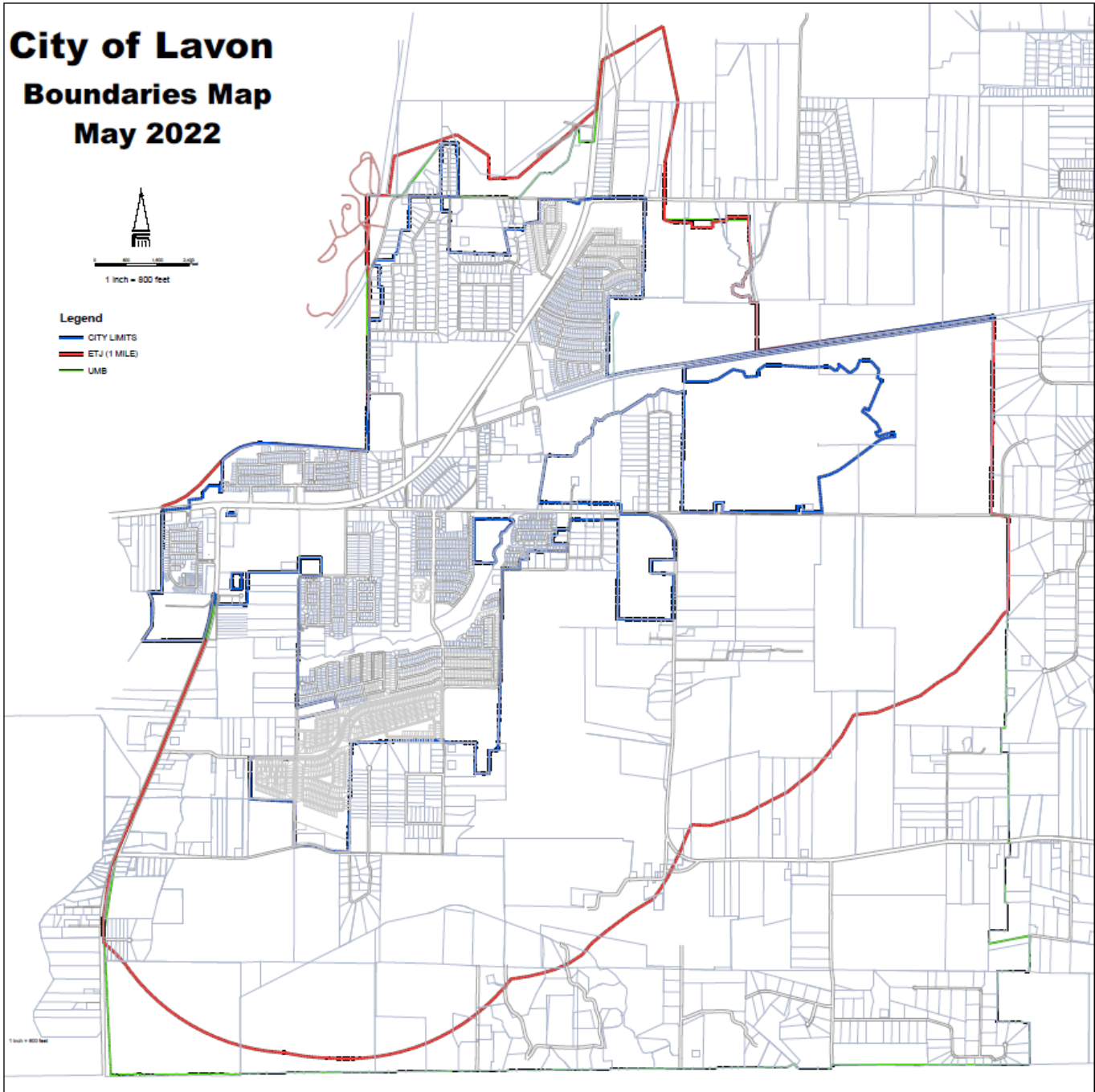
FM 2755 is owned by the State of Texas and maintained by the Texas Department of Transportation (TxDOT). The costs associated with the delivery of other municipal services can be accomplished within current budget levels. It is anticipated that there will be efficiencies realized for public safety service delivery in the time that is not expended with mutual aid involvement.

***Staff Notes:***

Approval is recommended.

- Attachments:**
- 1) Location Exhibits
  - 2) Notification
  - 3) Proposed Ordinance

ANNEXATION LOCATION EXHIBIT



**CITY OF LAVON**  
**ORDINANCE NO. 2022-11-03**

Annexation – FM 2755 at Elevon

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING A PUBLIC HEARING, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory, including the right of way of a street or highway, and extend the corporate limits of the City, subject to state law; and

**WHEREAS**, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

**WHEREAS**, all required notices and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

**WHEREAS**, the City Council of the City of Lavon (the “City Council”) finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

Being part of the Drury Anglin Survey, Abstract No. 2, the road and right of way of FM 2755 adjacent to property annexed by Ordinance No. 2022-04-05 from the southern property boundary of the annexed property to the existing corporate limits of the City of Lavon described and depicted in Exhibit “A” attached hereto and made a part hereof.

be and the same is hereby annexed into the City, and that the boundary limits of the City, be and the same are hereby extended to include the above-described territory within the city limits of the City, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

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

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City 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.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 1<sup>st</sup> day of November 2022.

\_\_\_\_\_  
Vicki Sanson, Mayor

**ATTEST:**

\_\_\_\_\_  
Rae Norton, City Secretary

## EXHIBIT A

### Description of the Property – FM 2755

#### FM 2755 roadway and right of way adjacent to the below-described property

##### Elevon Future Business Park

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part of that called Tract One – 80.324 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point for corner in the south line of said 80.324 acre tract, said point also being the southwest corner of that called 1.00 acre tract of land described in deed to Craig Gorsuch and Zandrea Gorsuch as recorded in Document Number 20191125001502520, Official Public Records of Collin County, Texas;

THENCE North 89 degrees 04 minutes 31 seconds West, 1081.65 feet to the southwest corner of said 80.324 acre tract;

THENCE along the west line of said 80.324 acre tract as follows:

North 01 degrees 17 minutes 28 seconds East, 1296.52 feet to a point for corner;

North 01 degrees 08 minutes 04 seconds East, 1381.25 feet to a point for corner, said point being the northwest corner of said 80.324 acre tract, said point also being in the south right-of-way line of Farm-to-Market Highway Number 2755;

THENCE along the north and east line of said 80.324 acre tract and along the south and west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 89 degrees 24 minutes 15 seconds East, 650.11 feet to a point for corner;

Southeasterly, 1221.78 feet along a curve to the right having a central angle of 90 degrees 30 minutes 00 seconds, a radius of 773.51 feet, a tangent of 780.29 feet, and whose chord bears South 44 degrees 09 minutes 15 seconds East, 1098.67 feet to a point for corner;

South 01 degrees 05 minutes 45 seconds West, 378.73 feet to a point for corner;

THENCE continuing along the east line of said 80.324 acre tract as follows:

North 88 degrees 48 minutes 59 seconds West, 610.31 feet to a point for corner;

South 01 degrees 11 minutes 01 seconds West, 350.00 feet to a point for corner;

South 88 degrees 48 minutes 59 seconds East, 610.85 feet to a point for corner, said point being in the west right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the east line of said 80.324 acre tract and along the west right-of-way line of Farm-to-Market Highway Number 2755 as follows:



South 01 degrees 05 minutes 45 seconds West, 155.00 feet to a point for corner;  
 South 00 degrees 49 minutes 45 seconds West, 900.56 feet to a point for corner, said  
 point being the northeast corner of said 1.00 acre tract;

THENCE North 89 degrees 04 minutes 32 seconds West, 358.98 feet to the northwest corner of  
 said 1.00 acre tract;

THENCE South 00 degrees 44 minutes 56 seconds West, 121.37 feet to the POINT OF  
 BEGINNING and containing 3,454,820 square feet or 79.312 acres of land.

"This document was prepared under 22 TAC 663.23, 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."

Annexed Property Depicted:

