

CITY OF LAVON
ORDINANCE NO. 2023-11-04

Annexation – 9.957 acres, Lavon Centre

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING APPROXIMATELY 9.957 ACRES OF LAND GENERALLY LOCATED WEST OF THE INTERSECTION OF TRADITIONS DRIVE AND COUNTY ROAD 484, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, CURRENTLY 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; INCORPORATING AN EXECUTED MUNICIPAL SERVICES AGREEMENT; 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 and extend the corporate limits of the City, subject to state law; and

WHEREAS, the property owner of approximately 9.957 acres of land generally located west of the intersection of Traditions Drive and County Road 484, Collin County, Texas, and being more particularly described and graphically depicted in Exhibit “A” (the “Property”) has requested by petition to voluntarily annex and the City desires to annex certain territory described herein; 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, public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a Municipal Services Agreement has been executed; and

WHEREAS, in accordance with Section 43.1056 of the Texas Local Government Code, the City will annex the right-of-way of the street that is contiguous to the Property; and

WHEREAS, the City Council of the City (the “City Council”) finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City 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, 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, plus any and all adjacent rights-of-way, described in the attached Exhibit "A" and depicted in Exhibit "B", 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. Municipal Services Agreement. The City Council entered into a written Municipal Services Agreement with the property owner prepared in accordance with applicable provision of state law which is attached hereto as Exhibit "C" and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property and all adjacent rights-of-way 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 5. 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 6. 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 7. 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 8. 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 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

(signatures on following page)

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

Vicki Sanson

Vicki Sanson, Mayor

ATTEST:

Rae Norton

Rae Norton, City Secretary



EXHIBIT A
Legal Description of the Property

Being a tract of land situated in the W.A.S Bohannon Survey, Abstract No. 121, Collin County, Texas, and being the same 9.957 acre tract of land conveyed to Charles Stanley by deed recorded in Volume 775, Page 47, Deed Records, Collin County, Texas, and being more particularly described as follows: Beginning at a 1/2" iron pin set with yellow cap stamped "CCG INC RPLS 5129" for the northeast corner of said Stanley tract and being on the west line of a 5.8 acre tract of land conveyed to Bear Creek Special Utility District by deed recorded in Instrument No 20190321000294740, Official Public Records, Collin County, Texas; Thence, South 00°07'27" West, along the east line of said Stanley tract and the west line of said 5.68 acre tract, passing at a distance of 96.29 feet a 5/8 " inch iron pin found with yellow cap stamped "HCE" for the southwest corner of said 5.68 acre tract and containing along the east line of said Stanley tract and the center of County Road No. 484, a total distance of 329.46 feet to a mag nail set for the southeast corner of said Stanley tract; Thence, South 89°54'51" West, along the south line of said Stanley tract and the north line of a tract of land conveyed to Frank Dan Mosley and Delores Irene Mosley by deed recorded under County Clerk's file No. 94-0040695, Deed Records, Collin County, Texas, a distance of 1318.45 feet to a 1/2" iron pin set with yellow cap stamped "CCG INC RPLS 5129" for the southwest corner of said Stanley tract, the northwest corner of said Mosley tract and being on the east line of Lot 1 of Lavon Business Park II Lots 1, 2A, 3 and 4, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2015, Page 260, Plat Records, Collin County, Texas, according to the plat thereof recorded in Volume 2015, Page 260, Plat Records, Collin County, Texas; Thence, North 00°49'24" East, along the west line of said Stanley tract and the east line of said Lot 1, a distance of 329.50 feet to a 1/2" iron pin found for the northwest corner of said Stanley tract, the northeast corner of said Lot 1 and being on the south line of a 105.568 acre tract of land conveyed to Bear Creek Commercial Properties, LP by deed recorded in Volume 5376, Page 5572, Deed Records, Collin County, Texas; Thence. North 89°54'52" East, along the north line of said Stanley tract, a distance of 1314.43 feet to the Point of Beginning and containing 433,712 square feet of 9.957 acres of land.

Plus and any and all adjacent rights-of-way.

LEGEND

- 1. ADJACENT SURVEY
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BOUNDARY SURVEY
9.957 ACRE TRACT
WAS. Bahannon Survey, Abstract No. 121
Carroll County, Texas

CARROLL CONSULTING GROUP, INC.
 901 TEXAS 35146
 DALLAS, TEXAS 75219
 REGISTRATION NO. 1-71806
 EXPIRATION DATE 12/31/2017
 EXPIRATION DATE 12/31/2017

EXHIBIT C
Municipal Services Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Lavon, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as 10332 County Rd 484 Lavon TX 75166, and more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit "B" to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at www.cityoflavon.com and shall adhere to all such regulations in development of the Property.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Owner acknowledges and agrees that the Property to be annexed will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances. Owner acknowledges and agrees that any subsequent rezoning of the Property will be pursuant to the Regulations of the City.

Section 8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

City of Lavon
Attn: City Manager
P.O. Box 340
Lavon, TX 75166

With Copy to:

Messer, Rockefeller & Fort, P.L.L.C.
Attn: Wm. Andrew Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

Tiffany Miller
Temporary Administrator of the Estate of Charls Key Stanley

P.O. Box 1137
Rockwall, TX 75087

Section 9. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 12. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 13. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 14. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 11 herein.

Section 16. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

Section 17. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 18. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 16 day of October, 2023

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

By: Vicki Sanson

Name: Vicki Sanson

Title: Mayor

Date: 10-17-2023



THE STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on _____, 20____, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Notary Public in and for the State of TEXAS

OWNER: Charles Key Stanley

By: T. Lley Miller

Name: Authorized Agent of Owner

Title: Temporary Administrator of The Estate of Charles Key Stanley

Date: October 16, 2023

THE STATE OF TEXAS

§
§
§

COUNTY OF Dockum

This instrument was acknowledged before me on October 16, 2023, by T. Lley Miller, owner of said Property.

Kristen L. Sherwood
Notary Public in and for the State of TEXAS

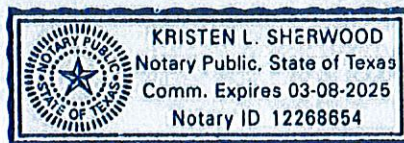


EXHIBIT "A"
Property Description and Depiction

BEING:

Legal Description

Being a tract of land situated in the W.A.S Bohannon Survey, Abstract No. 121, Collin County, Texas, and being the same 9.957 acre tract of land conveyed to Charles Stanley by deed recorded in Volume 775, Page 47, Deed Records, Collin County, Texas, and being more particularly described as follows: Beginning at a 1/2" iron pin set with yellow cap stamped "CCG INC RPLS 5129" for the northeast corner of said Stanley tract and being on the west line of a 5.8 acre tract of land conveyed to Bear Creek Special Utility District by deed recorded in Instrument No 20190321000294740, Official Public Records, Collin County, Texas; Thence, South 00°07'27" West, along the east line of said Stanley tract and the west line of said 5.68 acre tract, passing at a distance of 96.29 feet a 5/8 " inch iron pin found with yellow cap stamped "HCE" for the southwest corner of said 5.68 acre tract and containing along the east line of said Stanley tract and the center of County Road No. 484, a total distance of 329.46 feet to a mag nail set for the southeast corner of said Stanley tract; Thence, South 89°54'51" West, along the south line of said Stanley tract and the north line of a tract of land conveyed to Frank Dan Mosley and Delores Irene Mosley by deed recorded under County Clerk's file No. 94-0040695, Deed Records, Collin County, Texas, a distance of 1318.45 feet to a 1/2" iron pin set with yellow cap stamped "CCG INC RPLS 5129" for the southwest corner of said Stanley tract, the northwest corner of said Mosley tract and being on the east line of Lot 1 of Lavon Business Park II Lots 1, 2A, 3 and 4, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2015, Page 260, Plat Records, Collin County, Texas, according to the plat thereof recorded in Volume 2015, Page 260, Plat Records, Collin County, Texas; Thence, North 00°49'24" East, along the west line of said Stanley tract and the east line of said Lot 1, a distance of 329.50 feet to a 1/2" iron pin found for the northwest corner of said Stanley tract, the northeast corner of said Lot 1 and being on the south line of a 105.568 acre tract of land conveyed to Bear Creek Commercial Properties, LP by deed recorded in Volume 5376, Page 5572, Deed Records, Collin County, Texas; Thence, North 89°54'52" East, along the north line of said Stanley tract, a distance of 1314.43 feet to the Point of Beginning and containing 433,712 square feet of 9.957 acres of land.

Depiction

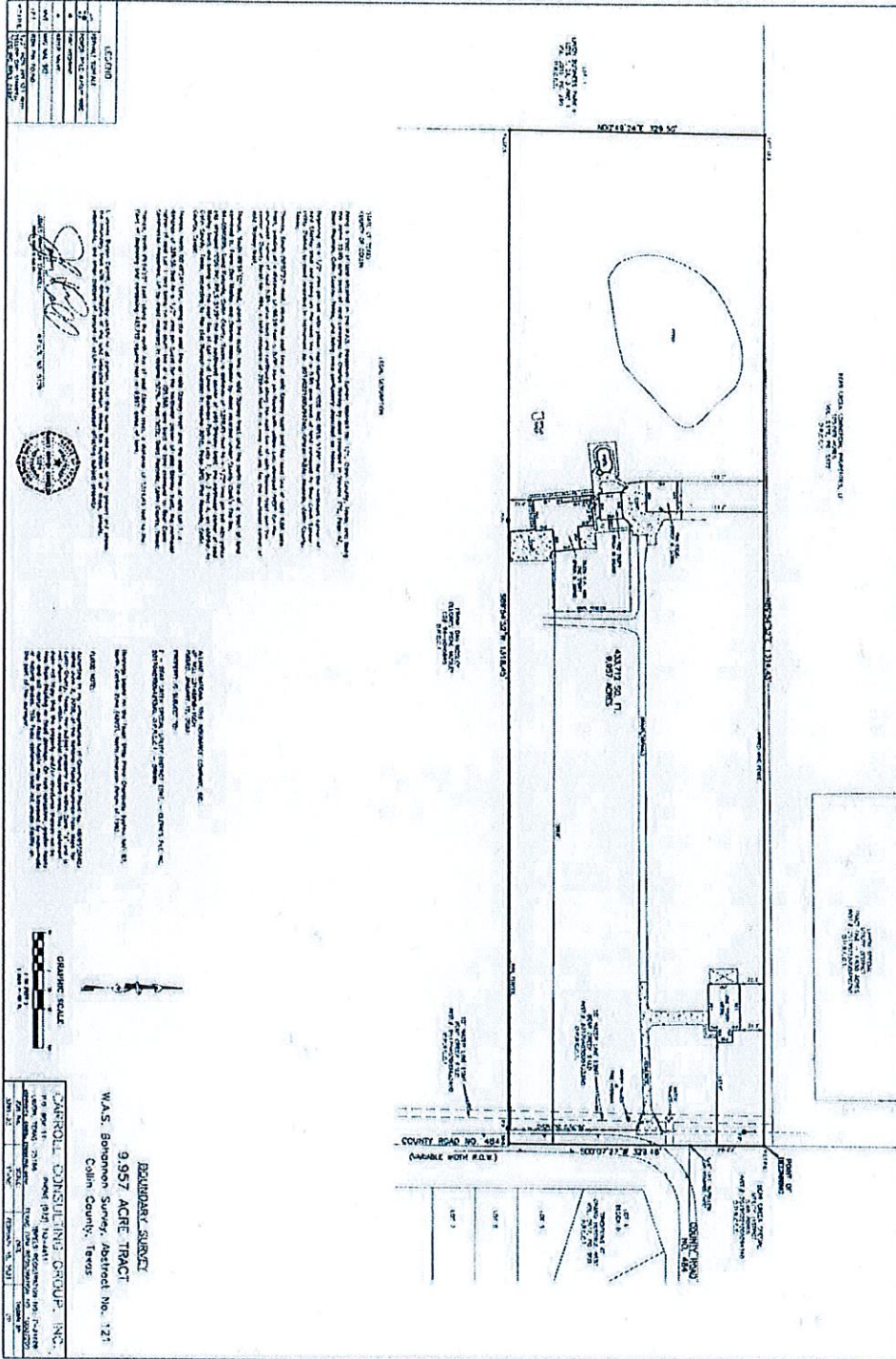


EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON
ANNEXATION SERVICE PLAN

PUBLIC SAFETY SERVICES

FIRE SERVICES

Existing Services: Lavon Fire Department

Services to be Provided: On the effective date of annexation, fire suppression will be available to the area at the same or similar level as is provided to other areas of the City. Primary fire response will be provided by the Lavon Fire Department (LFD). Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed. The LFD is party to several Mutual Aid Agreements with area volunteer departments that will provide back-up service as appropriate.

POLICE SERVICES

Existing Services: Currently, the area is under the jurisdiction of the Collin County Sheriff's Office.

Services to be Provided: On the effective date of annexation, the City of Lavon Police Department will extend regular and routine patrol and police services to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Existing Services: AMR

Services to be Provided: On the effective date of annexation, the area will become a part of the area served by the Southeast Collin County EMS/Ambulance Coalition and ambulance service will be provided pursuant to the City's contract for services. Services can be provided within the current budget appropriation.

CODE ENFORCEMENT SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, any inspection services now provided by the City (building, electrical, plumbing, gas, housing, health, etc.) will be provided in the annexed area. Services can be provided within the current budget appropriation.

MUNICIPAL SERVICES

PLANNING & ZONING SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the planning and zoning jurisdiction of the City will extend to the annexed area. City planning will thereafter encompass the annexed area. Services can be provided within the current budget appropriation.

STORM DRAINAGE SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will include the annexed area in its service area for drainage services at the same or similar level as is provided to other areas of the City, considering different characteristics of topography, land uses and population density. Services will include but are not limited to routine review and monitoring of culverts and storm sewers; flood plain design and assistance; and engineering review as the area relates to the City as a whole. Services can be provided within the current budget appropriation.

STREET SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will provide maintenance for streets in accordance with existing City ordinances, resolutions, and regulations. Municipal services will include, but are not limited to routine maintenance, street lighting, ice and snow monitoring of major thoroughfares, and assessment of street conditions for long-term maintenance scheduling. As streets are constructed in undeveloped portions of the annexed area, the appropriate City ordinances, resolutions, and regulations of the City shall apply. Services can be provided within the current budget appropriation.

TRANSPORTATION AND TRAFFIC SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will join Collin County and the State of Texas Department of Transportation in providing transportation-planning services to the annexed area. The area will be included in the City of Lavon's Thoroughfare Plan and will receive an enhanced voice in the Transportation Planning Process through the City of Lavon's representation on regional planning teams. Services can be provided within the current budget appropriation.

PARKS SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, all the city's parks and recreation facilities shall be available for use by residents of the annexed area. The annexed area will be included in the park planning processes. Services can be provided within the current budget appropriation.

UTILITY SERVICES

SOLID WASTE COLLECTION SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will provide solid waste collection and recycling services. Service is provided in accordance with City regulations and is provided as a fee-based service per contract with a private provider. Service requests and billing are administered through the City. Service shall comply with existing City policies.

WATER SERVICES

Existing Services: Bear Creek Special Utility District

Services to be Provided: Water service shall continue to be provided to the annexed area by a special utility district in accordance with existing State laws, City ordinances, resolutions, regulations, and policies. Construction of water utility-related facilities will be built in accordance with the City of Lavon construction standards.

SANITARY SEWER SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon the completion of extension, construction, and dedication of sanitary sewer facilities, including off-site facilities, the City shall assume maintenance and service responsibilities for the sanitary sewer system in the annexed area in accordance with existing City ordinances, resolutions regulations and policies.

MISCELLANEOUS SERVICES

On the effective date of annexation, all other applicable municipal services and franchise services will be provided to the area in accordance with the City of Lavon's established policies governing extension of municipal services to newly annexed areas.