

CITY OF LAVON
ORDINANCE NO. 2019-07-03

Annexation – 200.9089 acres and FM 6 – LakePointe

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LAVON, COLLIN COUNTY, TEXAS, 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 PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING 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, on March 19, 2019, the City approved a development agreement that included a request from the property owner for the voluntary annexation of the balance of 200.9089 acres of land adjacent to the city limits; and

WHEREAS, state law requires that roads adjacent to annexation areas shall also be annexed;

WHEREAS, the City desires to annex certain territory described herein (the “Property”); 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, all 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, the City Council of the City of Lavon 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 the balance of 200.9089 acres described as Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2663916), southeast of the intersection of SH 78 and FM 6, Collin County, Texas and the portion of FM 6 and the right-of-way adjacent to and abutting the property, within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, 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 of Lavon, Collin County, Texas, and that the boundary limits of the City of Lavon, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Lavon, 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 of Lavon, Texas, 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 as part of the City of Lavon. 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 of the City of Lavon 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 of Lavon 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 of the City of Lavon, Texas.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 2nd day of July 2019.



Vicki Sanson, Mayor

ATTEST:



Kim Dobbs, City Administrator/City Secretary



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EXHIBIT A - DESCRIPTION OF AREA

Metes and Bounds Description of Property

and

the portion of FM 6 and the right of way adjacent to and abutting the above described property.

**Attachment A to Annexation Petition
Metes and Bounds Description of Property**

BEING a tract of land situated in the Samuel M. Ranier Survey, Abstract Number 470, in the City of Lavon, Collin County, Texas, being part of a tract of land described in a deed to Meredith M. Roark and Margaret M. Arnold, recorded in Document No. 2010526000533270, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said Roark and Arnold tract, being the southwest corner of a called 140.22 acre tract of land described in a deed to Petro Hunt, LLC, as recorded in Document No. 20070208000186500, in said Deed Records, also being in the north line of a tract of land described in a deed to Northeast Texas Rural Rail Transportation District, recorded in Volume 5585, Page 2680, in said Deed Records;

THENCE South 72 degrees 03 minutes 07 seconds West, with the south line of said Roark and Arnold tract and the north line of said Northeast Texas Rural Rail Transportation District tract, a distance of 1,656.82 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southwest corner of said Roark and Arnold tract, being southeast corner of a 0.478 acre tract of land described in a deed to North Texas Municipal Water District, recorded in Document No. 20121116001469900, in said Deed Records;

THENCE North 23 degrees 30 minutes 56 seconds West, departing the north line of said Northeast Texas Rural Rail Transportation District tract, with the west line of said Roark and Arnold tract, and with the east lines of said 0.478 acre tract and a called 0.91 acre tract described in a deed to Mary Evans, recorded in Document No. 200804070014460, in said Deed Records, a distance of 173.19 feet to a 1/2-inch iron rod found;

THENCE North 01 degree 53 minutes 11 seconds West, continuing with the west line of said Roark and Arnold tract, and with the east lines of said 0.91 acre tract and a called 2.062 acre tract of land described in a deed to Connie S. Miller, recorded in Volume 4001, Page 947, in said Deed Records, a distance of 530.40 feet to a 1/2-inch iron rod found at the northeast corner of said 2.062 acre tract;

THENCE South 84 degrees 43 minutes 14 seconds West, continuing with the west line of said Roark and Arnold tract and with the north line of said 2.062 acre tract, a distance of 236.18 feet to a 1/2-inch iron rod found at the northwest corner of said 2.062 acre tract, being in the east line of a tract of land described as Tract Two in a deed to 78 Straddle, LP, recorded in Volume 5571, Page 3351, in said Deed Records, also being the approximate center of Bois D'Arc Lane (no recording information found);

THENCE North 06 degrees 53 minutes 43 seconds West, continuing with the west line of said Roark and Arnold tract, with the east lines of said Tract Two and a tract of land described as Tract No. 2 in a deed to DPB Investments, LP, recorded in Document No. 20110606000576510, in said Deed Records, and along said Bois D'Arc Lane, a distance of 748.23 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of said Tract No. 2, being in the south line of a called 2.25 acre tract of land described in a deed to MJKMart, LLC, recorded in Document No. 20120906001115340, in said Deed Records;

THENCE South 89 degrees 16 minutes 47 seconds East, continuing with the west line of said Roark and Arnold tract and with the south line of said 2.25 acre tract, a distance of 64.98 feet to a 1/2-inch iron rod found at the southeast corner of said 2.25 acre tract;

THENCE North 11 degrees 02 minutes 32 seconds West, continuing with the west line of said Roark and Arnold tract and with the east line of said 2.25 acre tract, a distance of 490.85 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the north corner of said 2.25 acre tract, being in the east line of State Highway 78 (variable width right-of-way);

THENCE North 33 degrees 42 minutes 56 seconds East, continuing with the west line of said Roark and Arnold tract and with the east line of said State Highway 78, a distance of 1,298.45 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found on a non-tangent curve to the left, having a radius of 5,729.57 feet and a central angle of 17 degrees 07 minutes 34 seconds;

THENCE continuing with the west line of said Roark and Arnold tract and the east line of said State Highway 78, and with said curve to the left, an arc distance of 1,712.61 feet (Chord Bearing North 25 degrees 17 minutes 32 seconds East – 1,706.24 feet), to a 5/8-inch iron rod with TxDOT Aluminum cap found;

THENCE North 19 degrees 58 minutes 32 seconds East, continuing with the west line of said Roark and Arnold tract and the east line of said State Highway 78, a distance of 419.76 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING";

THENCE North 54 degrees 55 minutes 30 seconds East, continuing with the east line of said State Highway 78, a distance of 87.34 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found in the south line of FM 6 (variable width right-of-way);

THENCE North 89 degrees 32 minutes 36 seconds East, with the south line of said FM 6, a distance of 931.18 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found;

THENCE South 89 degrees 00 minutes 51 seconds East, continuing with the south line of said FM 6, a distance of 376.39 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found in the east line of said Roark and Arnold tract, being in the west line of called 59.757 acre tract described in a deed to Petro Hunt LLC, records in Document No. 20070208000183240, in said Deed Records;

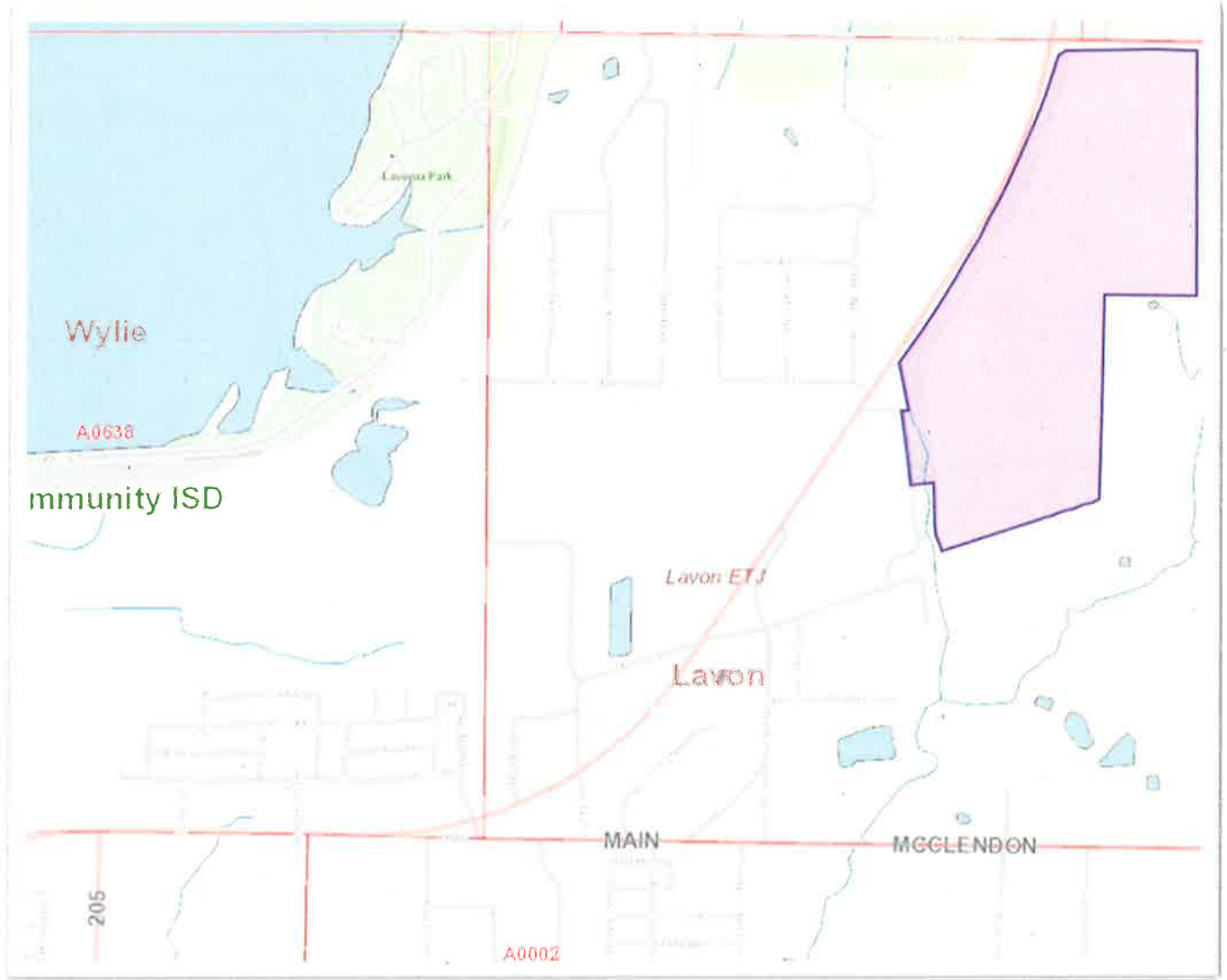
THENCE South 01 degree 00 minutes 58 seconds West, departing the south line of said FM 6, with the east line of said Roark and Arnold tract, and with the west line of said 59.757 acre tract, a distance of 2,424.12 feet to the southwest corner of said 59.757 acre tract, being in the north line of the aforementioned 140.22 acre tract;

THENCE North 88 degrees 51 minutes 38 seconds West, continuing with the east line of said Roark and Arnold tract and with the north line said 140.22 acre tract, a distance of 871.25 feet to a 1/2-inch iron rod found at the northwest corner of said 140.22 acre tract;

THENCE South 01 degree 09 minutes 20 seconds West, continuing with the east line of said Roark and Arnold tract and with the west line said 140.22 acre tract, a distance of 2,042.77 feet to the POINT OF BEGINNING and containing 200.9089 acres of land.

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EXHIBIT B – MAP



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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 ABS A0740 SM Rainer Survey, Sheet 1, Tract 40 200.9089 acres 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 <http://cityoflavon.com/code-regulations.htm> 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. The Owner of the Property, upon the Property being annexed into the City, shall submit a zoning application consistent with the terms of the Development Agreement (as defined in Section 19), and the City shall consider the application. 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 Administrator
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:

LDC Lavon, LLC.
Attn: Steve Lenart
520 Central Parkway East, Suite 104
Plano, TX 75074
s_lenart@lenartdevelopment.com

With Copy to:

Glen Bellinger
Bellinger & Suberg, LLP.
12221 Merit Drive, Suite 1750
Dallas, Texas 75251
gbellinger@bellingersuberg.com

Robert Miklos
Miklos Cinclair
1800 Valley View Ln., Suite 360
Farmers Branch, TX. 75234
robert@m-legal.com

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.

Section 19. All items in this Agreement for the Property are subject to an executed Development Agreement under Texas Local Government Code Section 212.172 filed in the land records of Collin County on May 7, 2019 as document 20190507000511340 . If there is any conflict between the provisions of said Development Agreement and this Agreement, the Development Agreement controls, and the Owner has vested to those rules and regulations expressly provided for in the Development Agreement.

Entered into this 31 day of May, 2019.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

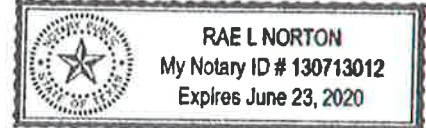
By: Vicki Sanson
Name: Vicki Sanson
Title: Mayor
Date: 06-04-2019



THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

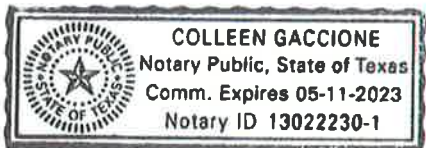
This instrument was acknowledged before me on June 4, 2019, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Rae L Norton
Notary Public in and for the State of TEXAS



OWNER: LDCLavon, LLC.
By: [Signature]
Name: Steven H. Lenart
Title: Manager
Date: 5/31/19

THE STATE OF TEXAS §
 §
COUNTY OF Collin §



This instrument was acknowledged before me on May 31, 2019, by Steve Lenart, owner of said Property.

Colleen Gaccione
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 Samuel M. Ranier Survey, Abstract Number 740, in, Collin County, Texas, being part of a tract of a 200.9089 acre tract, recorded in Document No. 20180821001049570, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with TxDOT Aluminum cap found at the northeast corner of said 200.9089 acre tract in the south line of FM 6 (Variable R.O.W.);

THENCE South $01^{\circ}00'58''$ West, departing the south line of said FM 6, with the east line of said 200.9089 acre tract, for a distance of 2,424.13 feet to $\frac{1}{2}$ inch iron rod found;

THENCE North $88^{\circ}51'38''$ West, continuing with said east line, for a distance of 871.25 feet to a 1/2-inch iron rod found;

THENCE South $01^{\circ}09'20''$ West, continuing with said east line, for a distance of 2,042.77 feet, to a $\frac{1}{2}$ inch iron rod found at the southeast corner of said 200.9089 acre tract;

THENCE South $72^{\circ}03'07''$ West, with the south line of said 200.9089 acre tract, for a distance of 1,656.82 feet to a 1/2-inch iron rod found at the most southerly southwest corner of said 200.9089 acre tract;

THENCE North $23^{\circ}03'56''$ West, with the west line of said 200.9089 acre tract, for a distance of 173.19 feet to a 1/2-inch iron rod found;

THENCE North $01^{\circ}53'11''$ West, continuing with said west line, a distance of 530.40 feet to a 1/2-inch iron rod found;

THENCE South $84^{\circ}43'14''$ West, continuing with said west line, for a distance of 26.10 feet, to a calculated point for corner, said point being on the east boundary line of Lavon Texas as described in document Volume 41, Page 278 of the Commissioners Court of Collin County Texas records;

THENCE North $06^{\circ}53'43''$ West, departing the west line of said 200.9089 acre tract, and along said east boundary line of Lavon Texas, for a distance of 1,215.86 feet, to a calculated point for corner;

THENCE, North $33^{\circ}42'56''$ East, along said east boundary line, said line being 210 feet east of and parallel to the centerline of Highway 78, for a distance of 1,195.18 feet, to a point on a non-tangent curve to the left, having a radius of 5,879.58 feet, a central angle of $22^{\circ}02'15''$;

THENCE, continuing along said east boundary line and said curve to the left for an arc distance of 2,261.45 feet (Chord Bearing North $22^{\circ}50'11''$ East – 2,247.54 feet), to a point in the south line of said FM 6;

THENCE North $89^{\circ}32'36''$ East, departing said east boundary line and with the south line of said FM 6, for a distance of 878.18 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found;

THENCE South $89^{\circ}00'51''$ East, continuing with the south line of said FM 6, for a distance of 376.39 feet to the POINT OF BEGINNING and containing 183.840 acres of land.

EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON
ANNEXATION SERVICE PLAN

PUBLIC SAFETY SERVICES

FIRE SERVICES

Existing Services: Nevada Volunteer 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 Volunteer Fire Department (LVFD). 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 LVFD 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: None

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, taking into account 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: County Road Maintenance

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: Collin County and State of Texas Department of Transportation

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 of 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 completion of 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 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.