



Lavon Economic Development Corporation Meeting Agenda

120 School Rd.
Lavon, TX 75166 Ph. (972-843-4220)

Monday June 12, 2023, 7:00 PM

at

Lavon City Hall
City Council Chambers
120 School Rd
Lavon, Texas

NOTICE OF ATTENDANCE

NOTICE is hereby given that members of the Lavon City Council, Lavon Planning and Zoning Commission, Tax Increment Financing Zone # 1 Board, Parks & Recreation and/or Infrastructure Facilities Commission may attend at the Lavon Economic Development Corporation Board Meeting June 12, 2023, at 7:00 PM held at the Lavon City Hall.

The meeting agenda and packet are posted online at www.lavonedc.com

- 1. Presiding Officer to call the Economic Development Corporation Board meeting to order and announce that a quorum is present.**
- 2. Pledge of Allegiance and Invocation**
- 3. Ribbon cutting for Splash Sanitation LLC.**
To be held in the playground area.
- 4. Items of interest and communications.**
Members of the Economic Development Corporation Board can notify others of community events, functions, and other activities.
- 5. 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 board member
 1. Approval of the May 8,2023 board meeting minutes
- 6. Public Comments**
Citizens may provide comments. There is a 3-minute time limit per person. The board's response to items not on the agenda may be to request items be placed on a future agenda or referred to the executive director.
- 7. Discussion & Action**
 - A. Discussion and action of board financials including a budget adjustment.
 - B. Discussion and action on the EDC purchasing policy.



Lavon Economic Development Corporation Meeting Agenda

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- C. Discussion and action on a proposed marketing and listing agreement with Inroads Realty, Kyndall Misak for the 619 Main Street Property.
- D. Discussion and action on Economic Development Actions, including the ad in In and Around, suggestions for the back of the utility bill, TEDC meeting in June, NT Commission meeting in August and prospects and inquiries.
- E. Discussion about cottage industries and how we can support them.

7. Setting future meetings and agenda

The Economic Development Corporation Board members and staff may request items be placed on a future agenda or request a special meeting be called.

8. Presiding Officer to adjourn the Economic Development Corporation Board meeting.

Notes to the Agenda:

- 1. Items marked with an * are consent items considered to be non-controversial and will be voted on in one motion unless a Board member asks for separate discussion.
- 2. The Board reserves the right to recess into executive session under Sections 551.071 – 551.088 of the Texas Government Code (Texas Open Meetings Act) concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

This is to certify that the agenda was posted in the notification cabinet at City Hall at 120 School Road, the city's website at www.cityoflavon.org, the Lavon EDC website at www.lavonedc.com and on the city's bulletin board on or before June 9, 2023 by 7:00PM

By: *Pam Mundo*

POSTED THIS day June 9, 2023, before 7PM



Lavon Economic Development Corporation Meeting Minutes

May 8, 2023

- 1. Kay Wright, President called the Economic Development Corporation Board meeting to order at 7:00 p.m. at City Hall, Council Chambers and announced that a quorum was present.**

Present: Place One, Kay Wright, President
Place Three, Vicki Sanson, Vice President
Place Four, Rachel Dumas, Public Information Officer
Place Five, Joe Serpette, Director
Place Six, John Kell, Treasurer
Place Seven, Jordan Williams

Executive Director Present: Pamela Mundo

Absent: Place Two, Manzelle Williams, Secretary

- 2. Pledge of Allegiance & Invocation**

A. President, Kay Wright led the Pledge of Allegiance and Invocation

- 3. Items of Interest and Communications**

A. President Kay Wright announced that military spouse appreciation day was today, May 8th. Vicki Sanson announced that the Babysitters Course will be June 13 and 14 and June 7th will be Camp 911 sponsored by the City of Lavon.

- 4. Consent Agenda**

A. Through a motion of Vice President Vicki Sanson and a second of the motion by Public Information Officer Rachel Dumas, the Board of Directors unanimously agreed to approve the meeting minutes of April 10, 2023.

- 5. Public Comments**

A. There was no public comment.

- 6. Discussion and Action**

A. **Discussion on Board financials.** The Board reviewed the Month-to-Month Financial Report. No action was taken, however, recommend that budget adjustments be considered at the next meeting.



Lavon Economic Development Corporation Meeting Minutes

- B. Discussion and action on Trade Show Panels.** Through a motion of Jordan Williams and a second of Vicki Sanson the Board approved the printing of the trade show panels.
 - C. Discussion on a proposed marketing and listing agreement with Inroads, Realty, Kyndall Misak for the 619 Main Street Property.** Kyndall Misak reviewed the agreement with the Board. No action was taken.
 - D. Discussion and action on Economic Development Actions.** Through a motion of Vicki Sanson and a second of Rachel Dumas the Board agreed to publish a ½ page advertisement in the In and Around Magazine in June/ Nov and February. More action would be considered on the utility page advertisement at the next meeting.
 - E. Preparation for the May 18 hearing for Batch Made in Heaven.** No action was taken.
 - F. Discussion and update on monument sigs delay.** No action was taken.
 - G. Discussion on economic prospects and interest.** No action was taken.
- 7. Executive Session**
- A.** In accordance with Texas Government Code, Chapter 551, Subchapter D, The Lavon Economic Development Corporation entered into Executive Session (closed session) for a discussion pursuant to Section 505.158 at 8.14 p.m. to consider projects related to business development including project land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements found by the Lavon Economic Development Corporation to promote new and expanded business development.
 - B.** The executive session ended at 8.32 p.m. No action was taken.
- 8. Setting future meetings and agenda**
- A.** The Economic Development Corporation Board members, after discussion, agreed. that the next meeting would be the June 12, 2023, or as needed., for discussion with prospects.
- 9. President Kay Wright adjourned the Economic Development Corporation Board meeting at 8:34 p.m.**

Duly passed and approved on this ____ day _____, 2023.

Kay Wright, Board President

Manzelle Williams, Secretary

Lavon Economic Development Corporation

6/12/23 Agenda Briefing

Agenda Item 3 – Ribbon Cutting for Splash Sanitation, LLC



Location: Note the Ribbon Cutting will be held adjacent to the City Hall at the Park Playground Area.

Splash Sanitation LLC is a local veteran family owned business based in Lavon, TX. We aim to provide an efficient, easily affordable curbside trash and recycle bin-cleaning service, in our community and surrounding areas. Splash Sanitation can help keep your family safe from harmful bacteria commonly found in and around trash bins.

Along with our trash bin cleaning we also offer pressure washing services!

You can visit our website or social media account for more info.

www.splashsanitation.com

<https://www.facebook.com/profile.php?id=100092376733388&mibextid=ZbWKwL>

https://instagram.com/splash_sanitation?igshid=MzNlNGNkZWQ4Mg==

Thank You!

--

Khale Sooter

Splash Sanitation LLC

Owner/Operator

(817) 691 - 6536

www.splashsanitation.com

1	GENERAL FUND	Oct 2022 Actual	Nov 2022 Actual	Dec 2022 Actual	Jan 2023 Actual	Feb 2023 Actual	Mar 2023 Actual	April 2023 Actual	May 2023 Actual	June 2023	July 2023 Outlook	Aug 2023 Outlook	Sept 2023 Outlook	FY 2022-2023 Yr. to Date TOTAL	Actual + Outlook	Official Budget 2022-2023	% of Budget	Budget Adjustment	
	Revenue																		
2-1	Bank Balance Forward	\$ 163,649.59	\$ 167,740.96	\$ 188,019.20	\$ 82,588.84	\$ 103,113.16	\$ 118,294.90	\$ 130,524.40	141,307.73							\$ 150,000	109%	163,649.59	
2-5	Misc	0.00	0.00	0.00	2908.98	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	0.00	0.00		0			
2-2	Sales & Use Tax	25,745.63	\$ 27,288.59	\$23,425.31	\$ 25,230.30	\$ 27,454.03	24,905.58	\$ 22,885.47	\$ 28,973.01	\$27,334.79	\$ 19,696.58	\$ 19,696.58	\$19,696.58	\$ 233,242.71	525,584.16	250,000	93%		
2-3	Government Capital Note																		
	Total General Fund	189,395.22	195,029.55	211,444.51	\$ 110,728.12	130,567.19	143,200.48	153,409.87	170,280.74	27,334.79	19,696.58	19,696.58	19,696.58	233,242.71		400,000	58%		
	TEXSTAR Fund	131,451.16	131,835.62	\$ 232,536.18	\$ 233,375.71	234,179.89	235,096.11	236,029.04	237,040.79	318.00	318.00	318.00	318.00	236,029.04	237,040.79	\$ 131,000	180%		
	LOGIC FUND	111,245.05	111,604.31	\$ 112,015.09	\$ 112,448.23	112,857.01	113,318.66	113,783.94	114,285.16	294.00	294.00	294.00	294.00	113,783.94	114,285.16	\$ 110,600	103%		
	Total Revenues	432,091.43	438,469.48	555,995.78	\$ 456,552.06	477,604.09	491,615.25	503,222.85	521,606.69	27,946.79	20,308.58	20,308.58	20,308.58	583,055.69		\$ 641,600	91%		
a																			
	Expense																		
	Debt Service																		
8-0	Main St Debt Reserve Fund	\$ -														\$ 23,080.00			
8-1a	Main St. Debt Quarterly Pymt		\$ -	\$ 6,119.76	\$ -	\$ -	\$ 6,119.76	\$ -	\$ -	\$ 6,119.76	\$ -	\$ -	\$ 6,119.76	\$ 12,239.52	\$ 24,479.04	\$ 24,479.00	50%		
	Total Debt Service Paid			\$ 6,119.76			\$ 6,119.76			\$ 6,119.76			\$ 6,119.76	\$ -	\$ 24,479.04	\$ 47,559.00	0%		
	Operations																		
	General Operations																		
3-1a	Email, Software/Archiving	272.23	144.23	30.73	277.64	149.64	149.64	21.64	1,815.53	520.00	520.00	\$ 520.00	\$ 527.77	2,861.28	4,949	6,000	48%		
3-1b	Misc-Dues, Ads, Cell Svc	0.00	0.00	0.00	0.00	220.24	227.33	298.30	0.00	272.73	272.73	272.73	272.70	745.87	1,837	3,000	24.86%		
3-1c-2	Office Supplies	0.00	0.00	0.00	0.00	0.00	144.40	0.00	0.00	163.64	163.64	163.64	163.60	144.40	799	1,800	8%		
3-1d	Meeting Expenses	0.00	0.00	0.00	0.00	0.00	109.54	0.00	0.00	227.27	227.27	227.27	227.30	109.54	1,019	2,500	4.38%		
3-1e	Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	227.27	227.27	227.27	227.30	0.00	909	2,500	0%		
3-g	Document Printing	24.00	106.65	63.50	0.00	0.00	131.50	67.20	40.48	270.54	270.54	270.54	270.60	433.33	1,516	3,000	14%		
3-1f	Office Support Services	0.00	0.00	0.00	0.00	0.00	129.00	0.00	0.00	227.27	227.27	227.27	227.30	129.00	1,038	2,500	5%		
3-1h	Office Rent	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	6,000	6,000	100%		
3-1i	Website updates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	409.09	409.09	409.09	409.10	0.00	1,636	4,500	0%		
	Total General Operations	6,296.23	250.88	94.23	277.64	369.88	891.41	387.14	1,856.01	2,317.81	2,317.81	2,317.81	2,325.67	10,423.42	19,703	31,800	33%		
	Consulting																		
4-1	Other	0.00	0.00	0.00	0.00	0.00	0.00	3,700.00	0.00	454.54	454.54	454.54	455.00	3,700.00	5,000	5,000	74%		
4-2	Website & tech consulting	0.00	0.00	0.00	1,800.00	0.00	0.00	0.00	0.00	636.36	636.36	636.36	636.00	1,800.00	4,345	7,000	26%		
4-2a	IT Services	246.83	134.91	0.00	269.82	134.91	134.91	0.00	269.82	204.83	204.83	204.83	204.87	1,191.20	2,011	2,500	48%		
4-3	City Attorney	301.00	0.00	0.00	1,027.50	0.00	0.00	0.00	494.50	518.09	518.09	518.09	518.10	1,823.00	3,895	6,000	30%		
4-4	Economic Dev Consulting	3,750.00	4,050.00	4,080.00	4,080.00	4,080.00	4,080.00	4,080.00	4,080.00	4,080.00	4,080.00	4,080.00	4,080.00	32,280.00	48,600	48,600	66%		
	Total Consulting	4,297.83	4,184.91	4,080.00	7,177.32	4,214.91	4,214.91	7,780.00	4,844.32	5,893.82	5,893.82	5,893.82	5,894.37	40,794.20	63,851	69,100	59%		
	Equipment																		
5-1	Computers	3,330.20	0.00	32.45	0.00	0.00	0.00	0.00	0.00	288.16	288.16	288.16	288.18	3,362.65	6,500	6,500	52%		
5-2a	Other Computer Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.90	90.90	90.90	91.00	0.00	1,000	1,000	0%		
	Total Equipment	3,330.20	0.00	32.45	0.00	0.00	0.00	0.00	0.00	379.06	379.06	379.06	379.18	3,362.65	7,500	7,500	45%		
	Total Operations 2022-2023	13,924.26	4,435.79	4,206.68	7,454.96	4,584.79	5,106.32	8,167.14	6,700.33	8,590.69	8,590.69	8,590.69	8,599.22	54,580.27	91,054	108,400	50%		
	Promotional																		
6-1	General Brochures, Printing, Tradeshow	3,750.00	2,574.56	835.23	0.00	550.00	0.00	835.00	0.00	1,090.91	1,090.91	1,090.91	1,090.90	8,544.79	12,908.42	12,000	71%		
6-2	Promo Carryover 2012-22	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	1,590.91	1,590.91	1,590.91	1,590.90	500.00	6,863.63	17,500	3%	15,000.00	
6-3	Aerial Map & Brochures	3980.00	0.00	0.00	3,837.50	0.00	0.00	0.00	0.00	482.27	482.27	482.27	482.30	7,817.50	9,746.61	7,500	104%	8,000.00	
6-4	Advertising	0.00	0.00	14.00	0.00	0.00	950.00	3,100.00	0.00	363.64	363.64	363.64	363.60	4,064.00	4,000.00	4,000	102%	6,000.00	
6-6	Video Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	681.82	681.82	681.82	681.80	0.00	7,500.00	7,500	0%		
	Total Promotional	7,730.00	2,574.56	849.23	0.00	4,387.50	1,450.00	3,935.00	0.00	4,209.55	4,209.55	4,209.55	4,209.50	20,926.29	41,018.66	48,500	43%		
	Capital Projects																		
7-3	Incentives	0.00	0.00	11,360.00	160.00	460.00	0.00	0.00	0.00	6,818.18	6,818.18	6,818.18	6,818.20	11,980	39,252.74	75,000	16%		
7-4	Additional Infrastructure Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,285.55	19,285.55	19,285.55	19,285.50	0	77,142.15	212,141	0%		
7-6	Project Main Street	0.00	0.00	6,320.00	0.00	2,840.00	0.00	0.00	0.00	9,090.91	9,090.91	9,090.91	9,090.90	9,160	45,523.63	100,000	9%		
7-7	Transfer to Reserves	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000	100,000.00	50,000			
	Total Capital Projects	-	0.00	117,680.00	160.00	3,300.00	0.00	0.00	0.00	35,194.64	35,194.64	35,194.64	35,194.60	121,140	261,918.52	437,141	28%		
	Total Expenses	21,654.26	7,010.35	128,855.67	7,614.96	12,272.29	12,676.08	12,102.14	6,700.33	54,114.64	47,994.88	47,994.88	54,123.08	208,886	393,991.11	641,600	33%		
	General Acct. Balance	167,740.96	188,019.20	82,588.84	103,113.16	118,294.90	130,524.40	141,307.73	163,580.41	146,649.26	185,083.89	(28,298.30)	(34,426.50)						
2	PayPal Fund	-																	
3	TEXSTAR FUND Balance																		
	Beginning Balance	\$ 131,133.45	131,451.16	131,835.62	232,536.18	233,375.71	234,179.89	235,096.11	236,029.04	130,409.74	130,515.30	130,670.60	130,886.65						
	Interest	\$ 317.71	384.46	700.56	839.53	804.18	916.22	932.93	1,011.75	105.56	155.30	216.05	246.80						
	Deposit			100,000.00															
	Withdrawals	\$ -																	
	Ending Balance	\$ 131,451.16	131,835.62	232,536.18	233,375.71	234,1													

1	GENERAL FUND	Oct 2022 Actual	Nov 2022 Actual	Dec 2022 Actual	Jan 2023 Actual	Feb 2023 Actual	Mar 2023 Actual	April 2023 Actual	May 2023 Actual	June 2023	July 2023 Outlook	Aug 2023 Outlook	Sept 2023 Outlook	FY 2022-2023 Yr. to Date TOTAL	Actual + Outlook	Official Budget 2022-2023	% of Budget	Budget Adjustment
	interest	\$ 293.66	359.26	410.78	433.14	408.78	461.65	465.28	501.22	106.91	155.03	202.92	225.30					
	Withdrawals	\$ -																
	Ending Balance	\$ 111,245.05	111,604.31	112,015.09	112,448.23	112,857.01	113,318.66	113,783.94	114,285.16	110,368.14	110,523.17	110,726.09	110,951.39					
	Total LEDC Funds	\$ 410,437.17	431,459.13	427,140.11	448,937.10	465,331.80	478,939.17	491,120.71	514,906.36	387,532.70	426,277.66	415,215.71	207,658.34					

Lavon Economic Development Corporation (LEDC)

6/12/23 Agenda Briefing

Agenda Item 7B- Purchasing Policy

The Policy on purchasing for the LEDC is reviewed annually by the Board to assure that it is up to date and working. The Treasurer and President have both reviewed the policy and have recommended the Board of Directors review annually and act to consider this policy which is attached. Additionally, as part of the Purchasing Policy is the Statement of Understanding on the use of the Debit Card for the LEDC. The President, Treasurer and Executive Director utilize the use of the Debit Card and are asked to annually sign this Statement signifying that they understand the limitations on the use of the LEDC Debit Card. See attached



~~March 13, 2017~~

~~April 23, 2018~~

~~December 9, 2019~~

June 13, 2022

June 2023

Purchasing Policy

The authority to expend public funds carries with it the responsibility to maintain accountability of the use and purpose of all expenditures. The purpose of this policy is to ensure all purchases made by staff, employees, or individual Board directors of the Lavon Economic Development Corporation (LEDC) are approved and verifiable through purchase tracking procedures.

Procedures

Each purchase made by a staff member, employee or individual Board of director shall be made in compliance with the procedure contain herein. All purchases must be made in compliance with the LEDC approved budget. The authorized staff, employee or individual Board Director to expend funds in a specified line item may only use funds in that particular line item for the expenditure.

Purchases made on the LEDC debit card

Standard daily purchases for running the LEDC office made on the LEDC debit card are trackable on the monthly checking account bank report. Such purchases are authorized to be made by the Board President and Board Treasurer. Any other purchase made on the LEDC debit card requires the written approval of the Treasurer of the LEDC. All debit/credit card users must sign the LEDC debit/credit card user agreement. The debit card daily spending limit is set at \$500.00. If the limit needs to be raised for major purchases, either the Board Treasurer or Board President will make the authorization.

Standard Repeating Purchases

Standard repeating purchases include payments made on contracts approved by the LEDC are authorized. Other similar repeating purchases that have been authorized by the LEDC are likewise authorized.

All Other Purchases

All other purchases not covered in the above categories shall be included as an "all other Purchases" (AOP)

A staff member, employee or individual Board Director may only make an AOP purchase after first obtaining authorization by the Treasurer of the LEDC. If the purchase of a single item is greater than five hundred dollars (\$500.00) the staff member, employee or individual Board director must obtain authorization from the Board Treasurer or Board President prior to the purchase.

Expenditures, Receipts and Reimbursements

Excluding purchases made on the LEDC debit card, standard repeating purchases and AOP, all purchases using LEDC funds by staff member, employee or individual Board director must be submitted on an expenditure report.

Staff members, employee or individual Board director shall ensure that a receipt is provided for all purchases made by them on behalf of the LEDC that requires the submission of an expenditure report. The receipt or legible copy thereof must be attached to the expenditure report.

When a staff member, employee or individual board Director made use of personal funds to make an authorized LEDC purchase, the staff member, employee or individual Board director shall complete a written reimbursement expenditure report. The receipt or a legible copy thereof must be attached to the expenditure report. Submission does no guarantee payment.

When the staff member, employee or individual Board Director cannot provide an original or legible copy of the receipt, the employee must complete a written Lost Receipt report. The report shall list each item purchased individually on the report along with the cost of the item. The staff member, employee or individual Board director is encouraged to attempt to contact the place of business and obtain a replacement receipt. A separate lost receipt report shall be completed for each lost or missing receipt. The lost receipt report shall be completed for each lost or missing receipt. The lost receipt report shall be attached to the reimbursement expenditure report.

On rare occasions, when the staff member, employee or individual board director cannot separately list each item and their individual costs, if approved by the Treasurer and President of the LEDC, the reimbursement expenditure report may include the lump sum of the purchases with the list of items and the total cost accurately reflect the total purchase. This method should be a matter of concern for the President and Treasurer of the Board and only authorized on a (very rare basis where there is no other option available to accurately provide all the required information.

Purchase Orders

If a vendor requires a purchase order, the staff or Board Treasurer will prepared a LEDC purchase order by number and date and have said purchase order verbally approved by the LEDC Treasurer. Staff, employee or individual Board Director who need a purchase order number will need to provide the Treasurer with the name of the company, the item (s) to be purchased, the item numbers, the cost of each item and the name of the purchaser in a written form. The Board Treasurer will add the purchase order date, numbers to the request and submit the purchase order to the staff, employee or individual Board Director making the purchase. The staff, employee or individual Board director making the purchase must re-submit to the Board Treasurer an expenditure report with the receipt and the purchase order attached upon completion of the purchase.

Disclaimer

This policy directive is for the staff, employee and individual Board director of the LEDC only and does not apply in any criminal or civil proceeding. The LEDC policy should not be construed as a creation of higher legal standards for safety or care in an evidentiary sense with respect to third party claim. Violations of this policy directive will only form the basis for LEDC administrative sanctions.

EFFECTIVE DATE:

This Policy Directive shall be in full force and effective from and after its approval by the LEDC.

PASSED AND APPROVED BY THE LAVON ECONOMIC DEVELOPMENT CORPORATION ON _____,2023

PRESIDENT KAY WRIGHT

SECRETARY, MANZELLE WILLIAMS



Lavon Economic Development Statement of Understanding Debit/Credit Card Usage

I certify that I have read the Lavon Economic Development Corporation (LEDC) Debit/Credit Card usage Policies and Procedures. I understand that the LEDC debit/credit card is design to improve the management, efficiency, and control of daily business for the LEDC. I also understand that I am authorized to use the card only for those necessary and reasonable expenses incurred for official purposes. I will abide by these instructions issued by the LEDC.

The above limitation on card usage also applies to automated teller machine (ATM) withdrawals. The amount of cash withdrawals may not exceed the cash limits established on the card. I will, however, endeavor to charge expenses to the account wherever feasible rather than use cash withdrawals.

I understand the LEDC's policy required of me, to include monthly detailed statement of purchases and charges. I understand that the issuance of this LEDC debit/credit card is an extension of the employee/employer relationship and that I am being specifically directed to:

- Abide by all rules and regulations with respect to the LEDC debit/credit card.
- Use the LEDC debit/credit card only for authorized business.
- Notify the LEDC Director/Treasurer of any problems with respect to my usage of the LEDC debit/credit card.
- Notify the LEDC Director/Treasurer if my LEDC debit/credit card is lost or stolen.

I also understand that failure on my part to abide by the LEDC debit/credit card policy or misuse of the LEDC debit/credit card may result in my employment termination.

User Signature _____

Date _____

LEDC Treasurer Signature _____

Date _____

Lavon Economic Development Corporation (LEDC)

6/12/23 Agenda Briefing

Agenda Item 7C- Discussion and action on a proposed marketing and listing agreement with Inroads Realty, Kyndall Misak for the 619 Main Street Property

The InRoads Realty, LLC a Texas limited liability company with expertise in commercial real estate leasing and sales with Mike Cagle as President, Taylor LeMaster and Kyndall Misak. Inroads has proposed an exclusive right to lease or sale agreement for the Lavon EDC. The Agreement has been reviewed and revised by the LEDC Attorney Cameron Saenz of Messer Fort McDonald. The Agreement as revised has been approved by Inroads. The LEDC should review the attached final agreement to consider permitting Inroads as the exclusive agent to procure leases or sales of the 619 Main Street Property from the date of Commencement and during the term of Agency. For these services the LEDC agrees to pay to Inroads on new leases a commission of 4% of the total base rental for the primary term. If a cooperating agent is involved the commission shall be 6%. If a sale is involved the commission shall be 6% of the gross sales price. Term of the agreement is 12 months. Inroads will cooperate with LEDC in producing marketing/advertising and other promotional material in connection with the leasing.



EXCLUSIVE RIGHT TO LEASE OR SALE AGREEMENT

THIS EXCLUSIVE RIGHT TO LEASE AGREEMENT (this "Agreement") by and between Lavon Economic Development Corporation, a Texas domestic nonprofit corporation ("Owner"), and Inroads Realty, LLC, a Texas limited liability company ("Agent").

ARTICLE I Definitions

1.1 "Property" shall mean all of that real property, building or buildings, and other improvements located in Lavon, Texas currently known as 619 Main Street, owned by Owner and more particularly described in Exhibit "A" attached hereto and made a part hereof.

1.2 "Lease" or "Sale" shall mean an approved, executed agreement between Owner and any third party relating to the lease or sale, respectively, of the Property by Owner to a third party.

1.3 "Representative" shall mean that employee or associate of Agent that shall report to Owner. The initial Representative(s) for Agent shall be Taylor LeMaster.

1.4 "Term of Agency" shall mean the duration of Agent's term of agency pursuant to this Agreement.

1.5 "Commissions" shall mean the amount of money paid by Owner to Agent pursuant to Article III hereof.

1.6 "Date of Commencement" shall mean the date that this Agreement is fully executed by both parties.

ARTICLE II Nature of Agency

2.1 For and in consideration of services to be rendered by Agent and the benefits to be derived by Owner as a result thereof, and the mutual covenants and agreements herein contained, Owner hereby retains Agent as its exclusive agent to procure Leases for or Sales of the Property from the Date of Commencement and during the Term of Agency. Owner agrees to refer all inquiries by prospective purchasers, brokers, and other interested parties to Agent during the Term of Agency.

2.2 Agent agrees to use its best efforts to procure or cause to be procured Leases for or Sales of the Property on terms and conditions satisfactory to Owner.

2.3 Agent and Owner agree that Agent's leasing signs will be provided at Agent's expense; however, if at any time during the initial one hundred-twenty (120) days of the Term of Agency, Owner chooses to terminate this Agreement, Owner agrees to reimburse Agent for any and all sign expenses related to the leasing of the Property. Owner agrees to provide the following to Agent: (a) any leasing or advertising brochures or other promotional materials; (b) any architectural rendering and site plan of all improvements included in the Property and any other proposed improvements to become a portion of the Property; and detailed floor plans of the Property showing anticipated conditions; (c) instructions and guidelines pertaining to the terms upon which Agent shall initially attempt to procure Leases for the Property (these guidelines are subject to reasonable modification by Owner at any time and in Owner's sole and absolute discretion); and (d) assistance pertaining to legal advice relating to the procuring of Leases for the Property.

ARTICLE III Commissions

3.1 In consideration for Agent's efforts and services in connection with procuring of Leases for the Property, Owner agrees to pay Commissions on an approved and executed Lease as follows:

Owner agrees to pay to Agent as compensation for the negotiation of new Leases a commission of four percent (4%) of the total base rental for the primary term. Where a cooperating broker is involved (which may include an employee or broker of Agent), Agent's compensation shall be six percent (6%) of the total base rental for the primary term, and Owner shall owe no further compensation to the cooperating broker.

Owner agrees to pay to Agent as compensation for the negotiation of a ground lease or build to suit of any portion of the Property, a commission of four (4%) of the total base rental for the primary term provided, however, if there is a cooperating broker representing the tenant (which may include an employee or broker of Agent), the commission shall be six (6%), and Owner shall owe no further compensation to the cooperating broker.

3.2 Commissions shall be deemed earned by Agent on Owner's signing of a Lease for any portion of the demised premises whether or not the tenant was found or introduced by Agent so long as such lease was signed during the Term of Agency, except for extensions of existing Leases.

3.3 In the event of a sale, conveyance, or other transfer (other than a lease or build to suit for which compensation is determined as provided above) of all or a portion of the Property or Owner's interest therein, Owner shall pay Agent a commission equal to six (6%) percent of the gross sales price of the portion of the Property transferred by Owner. Said commission shall be earned and paid at closing if, during the Term of Agency (or thereafter as provided in paragraph 4.2 below), a sale is consummated and closed.

3.4 Commissions shall be paid to Agent at closing of a Sale, or as follows for a Lease: one-half within thirty (30) days after execution of the Lease by Owner and tenant, and one-half within thirty (30) days after occupancy by tenant of the Property.

ARTICLE IV
Term

4.1 The Term of Agency shall commence on the Date of Commencement and shall terminate twelve (12) months thereafter, subject to extension and earlier termination as herein provided. Owner and Agent may extend the term of this Agreement in writing.

4.2 Either party may terminate this Agreement and the agency created hereby at any time with or without cause. Termination shall occur thirty (30) days after written notice thereof is given to the other party at the address for such party as set forth herein; however, within fifteen (15) days after the termination of this Agreement, Agent agrees to furnish to Owner a written list containing the names and addresses of all prospective tenants which have been contacted in writing by Agent or who have physically inspected the Property due to Agent's representation, prior to the notice of termination having been sent, with regard to leasing space in the Property. If within one hundred eighty (180) days after the termination of this Agreement, Owner executes a Lease of any portion of the Property to such a prospective tenant procured by Agent, then Agent shall be entitled to the Commissions as set forth in Article III above.

ARTICLE V
Rights and Duties of Agent

5.1 Agent shall have the exclusive right, from the Commencement Date and during the Term of Agency, to procure Leases for the Property.

5.2 Agent shall not depart from the leasing instructions given to it from time to time by Owner, shall not grant concessions without prior approval of the Owner, and shall not make any unauthorized representations, or false or misleading statements concerning Owner, the Property or the terms of this Agreement. Agent shall not possess the authority to and shall indemnify Owner with respect to any liability which may be incurred by Owner as a result of any unauthorized Leases, contracts or other agreements entered into by Agent on behalf of Owner, and such Leases, contracts or agreements are void and of no effect from their inception.

5.3 Agent shall not be entitled to any fringe benefits, fees, commissions or other remuneration except as specifically provided for herein.

ARTICLE VI
Marketing/Advertising

6.1 Agent shall cooperate with Owner in producing marketing/advertising and other promotional material in connection with the leasing of the Property.

ARTICLE VII
Miscellaneous

7.1 This Agreement and the rights and duties hereunder may not be assigned by Agent without the prior written consent of Owner, which consent may be withheld by Owner for any reason.

7.2 This Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties whether written or oral. The Parties

hereto acknowledge and agree that neither of them has made any representations inducing the execution and delivery hereof except such as are specifically set forth herein and each of the parties hereto acknowledges that they have relied on their own judgment in entering into this agreement.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes occurring under this Agreement shall be in Collin County, Texas.

7.4 Agent agrees that it will at all times faithfully, industriously and to best of its ability, experience and talent, perform all of the duties that may be required of and from it pursuant to the express and implied terms hereof, to the reasonable satisfaction of the Owner.

7.5 All notices, demands or other communications of any type given by Agent to Owner or by Owner to Agent, whether required by this Agreement or in any way related to the agency contracted for herein shall be void and of no effect unless given in accordance with the provisions of this Section 7.5. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person or by United States mail, as a registered or certified item, return receipt requested. Notices delivered under the care and custody of the United States Postal Service, enclosed in a wrapper with the proper postage affixed, shall be addressed, if to Agent, as follows:

Attention: Mike Cagle, President
Inroads Realty, LLC
1221 W. Campbell Road
Suite 101
Richardson, TX 75080
T (214)502-6313
mcagle@inroadsrealty.com

And shall be addressed, if to Owner, as follows:

Attention: Pam Mundo, Executive Director
Lavon Economic Development Corporation
120 School Road, PO Box 340
Lavon, TX 75166

7.6 Either party hereto may change their address for notice specified above, by giving the other party ten (10) days advance written notice of such change of address.

7.7 This Agreement may not be modified or amended, except by an agreement in writing signed by Owner and Agent. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waivers shall be effective only if in writing and signed by the party waiving such conditions or obligations.

7.8 In the event that it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees incurred in such suit as may be awarded by the court in such suit.

7.9 The use herein of (i) the singular number shall be deemed to include the plural and the plural number shall include the singular; (ii) the masculine or feminine gender shall be deemed to include the other; and (iii) the neuter shall be deemed to include the masculine or feminine gender, whatever the context so requires or permits.

7.10 To the extent allowed by law, Owner agrees to indemnify and save Agent and Agent's officers and employees harmless from and against all loss, cost, liability and expense, including, but not limited to reasonable attorney's fees, which arises out of or is otherwise caused by any acts of willful misconduct or gross negligence on the part of Owner. Agent agrees to indemnify and hold harmless Owner from and against all loss, claim, liability, cause of action (including any cause of action based in whole or in part on the Texas Deceptive Trade Practices Act), expense or cost arising from the acts or omissions of Agent, its agents or employees. Agent shall comply and shall cause all its agents and employees to comply with all laws and regulations applicable to leasing the Property.

EXECUTED as of the _____ day of _____, 2023 by:

AGENT: INROADS REALTY, LLC,
a Texas limited liability company

By: _____
Mike Cagle, President

OWNER: LAVON ECONOMIC DEVELOPMENT
CORPORATION,
a Texas domestic nonprofit organization

BY: _____

EXHIBIT "A"

PROPERTY

SQUARE FEET

0.627 acres **27,312.12**

OWNER

Lavon Economic Development Corporation
120 School Road, P.O. Box 340
Lavon, TX 75166

PROPERTY ADDRESS

619 Main Street

LEGAL DESCRIPTION

Lot 6R-1, Block A of Lavon Business Park, nd addition to the City of Lavon, Collin County, Texas, according to this plat thereof recorded in Volume 2015, Page 301 of the Plat Record of Collin County, Texas
Boundary Survey of 6R-1 attached Site Plan of 11/11/123 attached, Exterior Elevations of 11/11/2022 attached,
Building 1st and 2nd Floor plans of 11 11 2022 attached

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STATE OF TEXAS
COUNTY OF COLLIN
 LOT 6R-1, BLOCK A
 LAVON BUSINESS PARK
 CITY OF LAVON
 COLLIN COUNTY, TEXAS

Professional Land Surveyors
Boundary Solutions Inc.
 P.O. BOX 250
 GARDEN MILLS, TX 75135
 OFFICE: 214-499-8472
 FAX: 972-782-7611
 EMAIL: info@boundary-solutions.com

CLIENT:
 Lavon
 Economic
 Development
 Corporation

c.f.# 1901352100121
 Printed by: info@boundary-solutions.com
 Plot No.: 2103-0111



DESCRIPTION

STATE OF TEXAS
 COUNTY OF COLLIN
 LOT 6R-1, BLOCK A
 LAVON BUSINESS PARK
 CITY OF LAVON
 COLLIN COUNTY, TEXAS

Authorizing Authority: Collin County, Texas
 Volume 2015, Page 307 of the Plat Records of Collin County, Texas.

Notes:
 1. This plat is based on a survey of the subject property by Boundary Solutions Inc. on 06/21/2021.
 2. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Texas.
 3. The survey was conducted using the following methods:
 - Total Station
 - GPS
 - Surveying Level
 - Auto Level

REMARKS:
 1. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Texas.
 2. The survey was conducted using the following methods:
 - Total Station
 - GPS
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 - Auto Level

REMARKS:

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REMARKS:

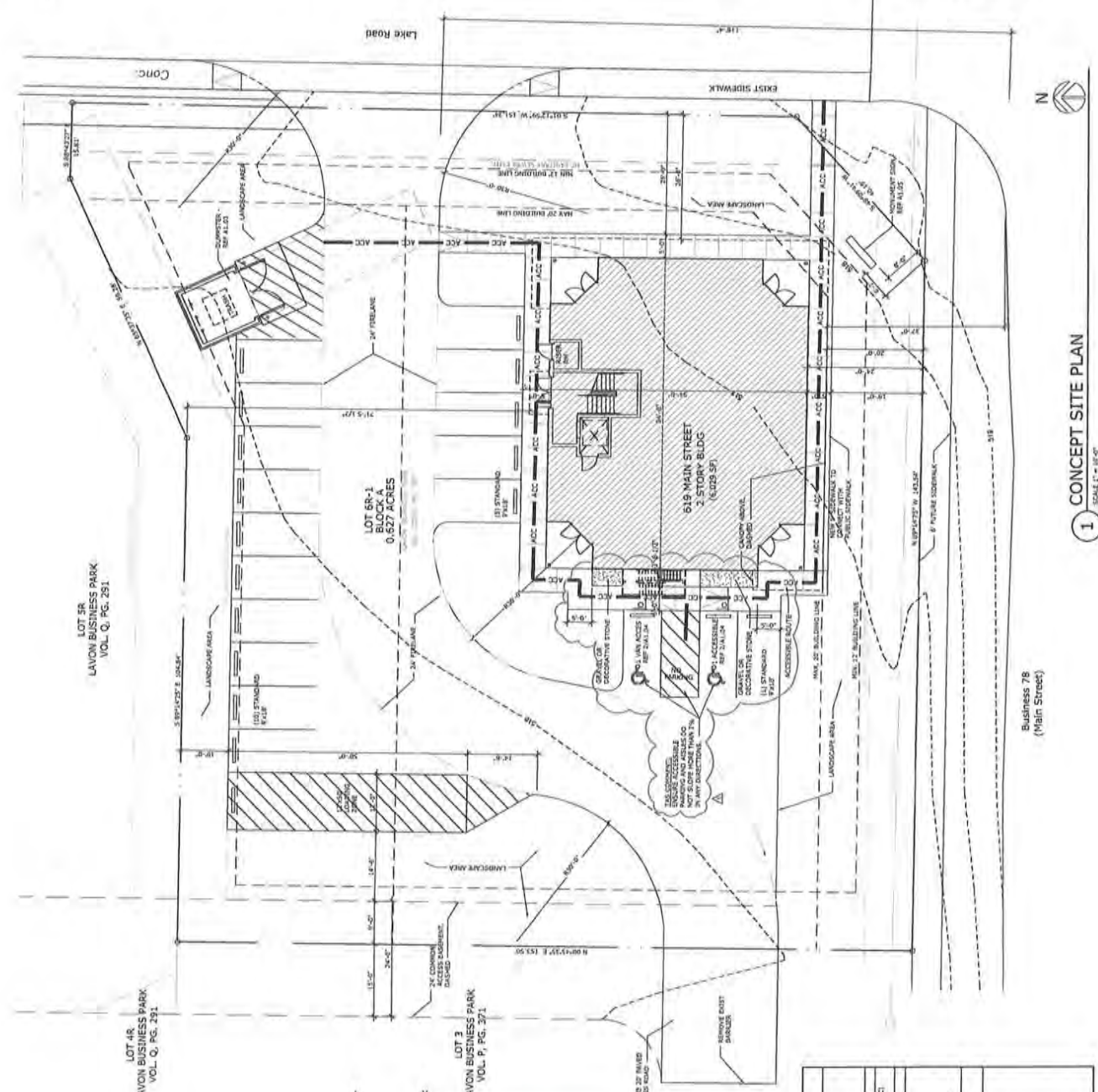
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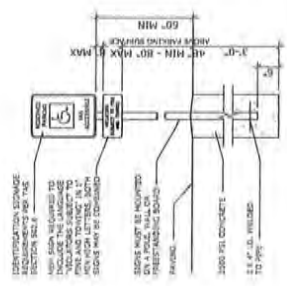
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619 MAIN STREET LAVON, TX 75166

SITE PLAN



1 CONCEPT SITE PLAN
SCALE: 1/4" = 10'-0"



3 TYP SIGN MOUNTING DET
SCALE: 3/4" = 1'-0"



ITEM	DESCRIPTION	AMOUNT	REMARKS
TOTALS	TOTAL SQUARE FEET	131,455 SF (3,027 AC)	TOTAL
	OFFICE/RETAIL	48,000 SF	
	RETAIL	83,455 SF (1.9 AC)	
ADDITIONAL	ADDITIONAL 2-LEVEL PARKING	2,000 SF	REQUIRED
TOTALS	TOTAL SQUARE FEET	133,455 SF (3,055 AC)	TOTAL
	OFFICE/RETAIL	48,000 SF	
ADDITIONAL	ADDITIONAL 2-LEVEL PARKING	2,000 SF	REQUIRED
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LAVON ENGINEERING & ARCHITECTURE, P.C. 1111 TEXAS STREET, SUITE 202, LAVON, TX 75136. TEL: 972.723.9366 FAX: 972.723.9367

EXTERIOR MATERIALS SCHEDULE	
NO.	DESCRIPTION
1	STANDING SEAM METAL ROOF
2	BRICK SOLIDER COURSE
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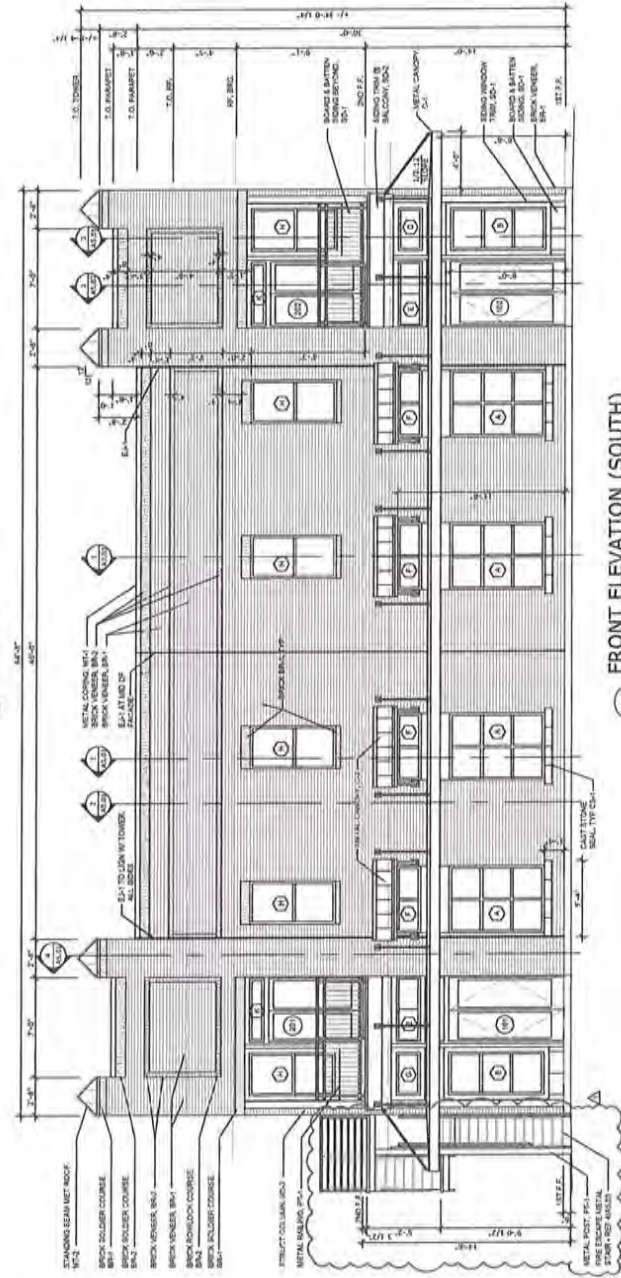
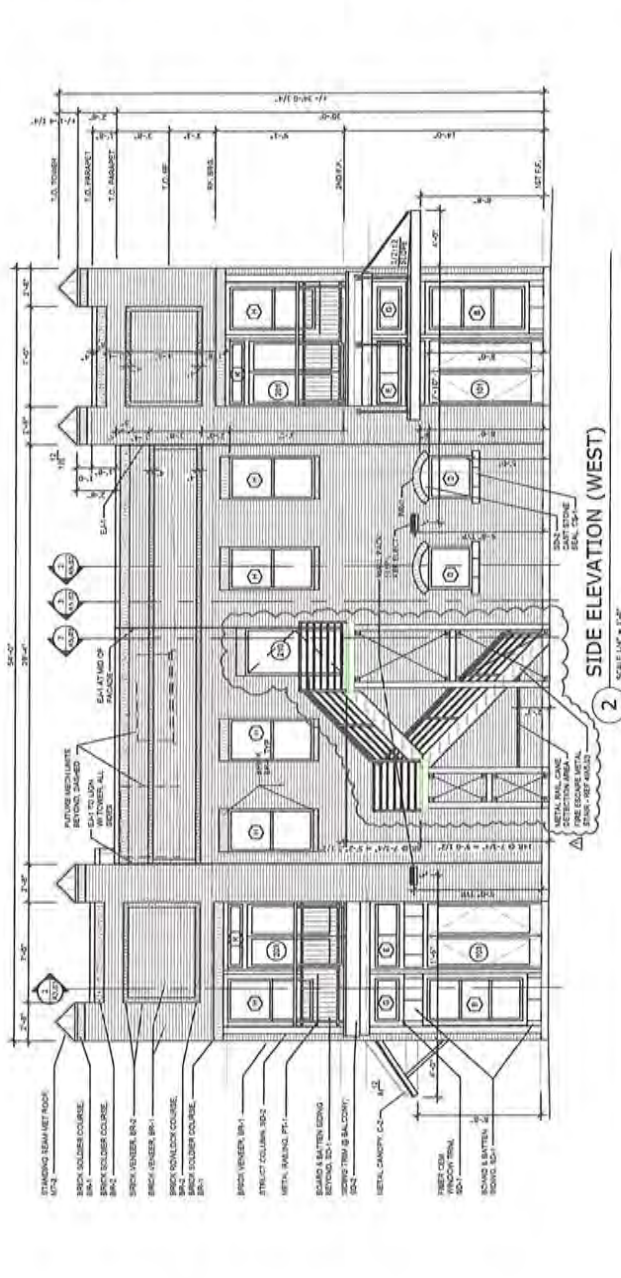
MATERIALS SPECIFICATIONS	
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NO.	REVISIONS	DATE
1	ISSUE FOR PERMIT	11/14/2022
2	ISSUE FOR PERMIT	11/14/2022



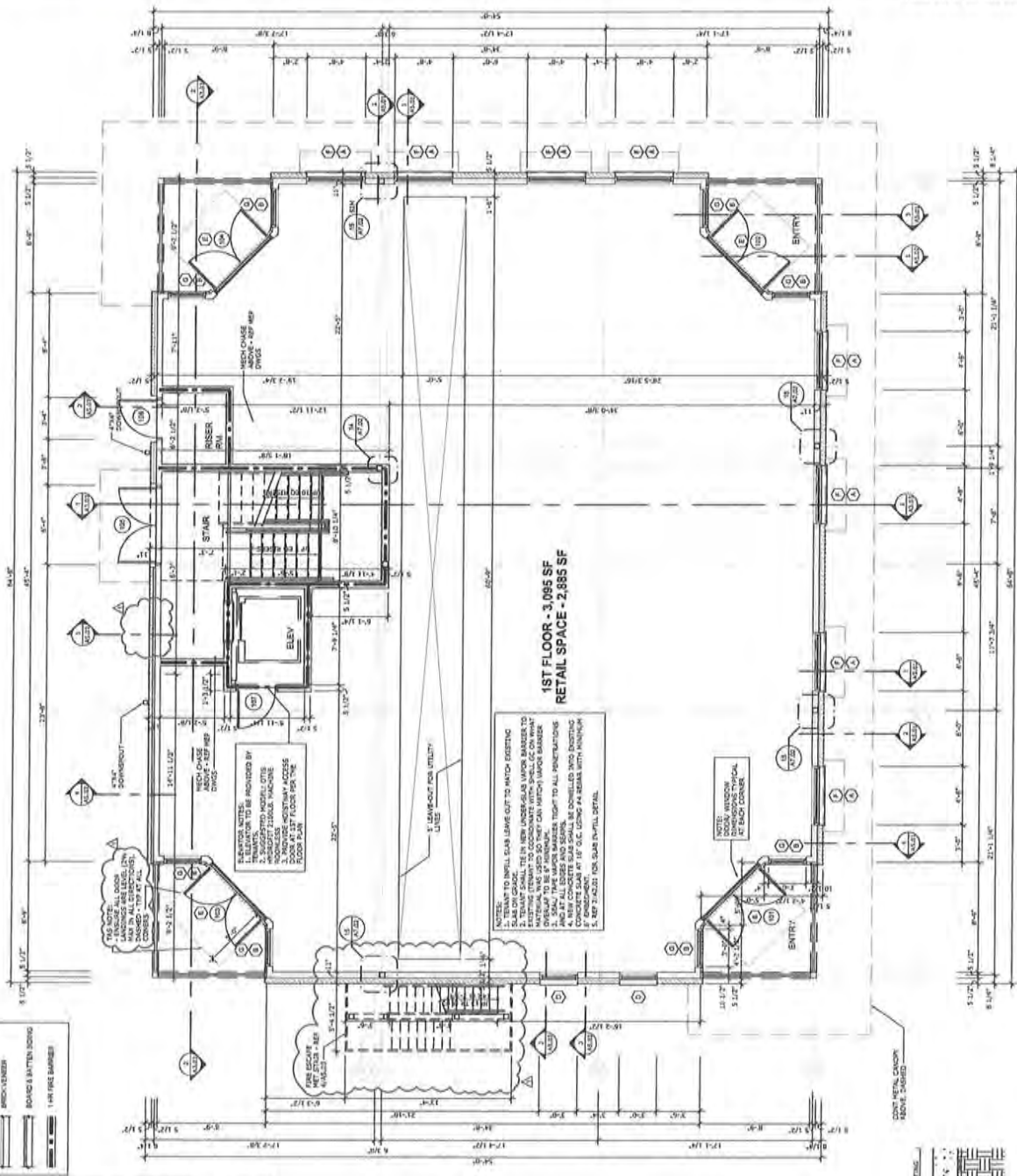
619 MAIN STREET LAVON, TX 75166

PROJECT	2107
DATE	10 AUG 22
SHEET	A3.04



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Architect & Drafting License No. 2007, 2019, 2021, 2022



1 BUILDING PLAN - 1ST FLOOR (RETAIL)
SCALE 1/4" = 1'-0"
1ST FLOOR AREA = 1,095 SF

WALL LEGEND

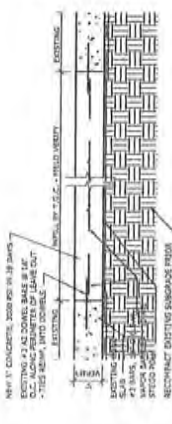
	WOOD FRAME WALL
	PRECAST CONCRETE
	BOARD & BATTLED INSULATION
	1/4\"/>

- GENERAL NOTES**
- CONTRACTOR SHALL NOT SCALE THESE DRAWINGS. IN THE EVENT OF DISCREPANCY OF DIMENSIONS THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY.
 - GENERAL CONTRACTOR SHALL VERIFY ALL BUILDING DIMENSIONS AND ELEVATIONS AGAINST THE EXISTING RECORD DRAWINGS.
 - ALL EXISTING WALL DIMENSIONS ON THE PLANS UNLESS OTHERWISE NOTED ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
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NOTE:
REFER A-10.01 FOR WALL TYPES AND FIRE RATED ASSEMBLIES

1ST FLOOR - 3,095 SF
RETAIL SPACE - 2,885 SF

NOTE:
1. REFER TO MECH CHASE DRAWING FOR MECH CHASE DETAILS.
2. REFER TO MECH CHASE DRAWING FOR MECH CHASE DETAILS.
3. REFER TO MECH CHASE DRAWING FOR MECH CHASE DETAILS.



2 SLAB IN-FILL DETAIL
SCALE 3/4\"/>

This drawing was prepared by the Architect and is not to be used for any other purpose without the written consent of the Architect. The Architect assumes no responsibility for the accuracy of the information provided by the contractor or other sources. The Architect is not responsible for the accuracy of the information provided by the contractor or other sources.

NO.	REVISIONS	DATE

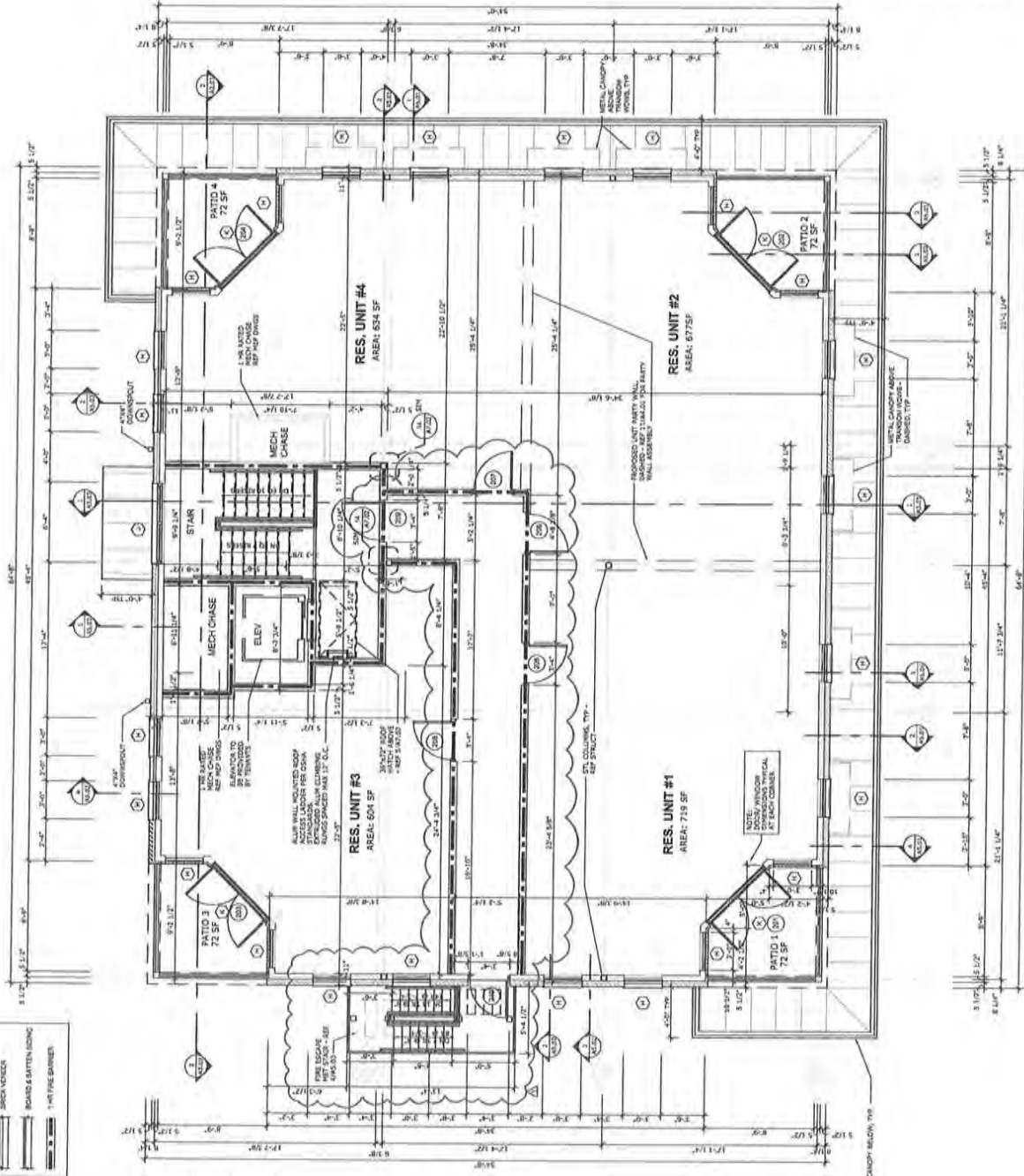


619 MAIN STREET LAVON, TX 75166

**BUILDING
2ND FLOOR
PLAN**

DATE	10 AUG 22
PROJECT	2107
SHEET	A.2.02

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1 BUILDING PLAN - 2ND FLOOR (RESIDENTIAL)
SCALE: 1/4" = 1'-0"
2ND FLOOR AREA = 2,337.57 SF

WALL LEGEND

	WOOD FRAME WALL
	BRICK VENEER
	BOARD & BATTEN SIDING
	1/2\"/>

- GENERAL NOTES**
- CONTRACTOR SHALL NOT SCALE THESE DIMENSIONS. IN THE EVENT OF DISCREPANCY OR CONFLICT, DIMENSIONS THE CONTRACTOR SHALL VERIFY THE CONSTRUCTION MANAGER.
 - GENERAL CONTRACTOR SHALL VERIFY ALL BUILDING DIMENSIONS AND SET CRANES TO BE USED FOR ALL WORK.
 - VERIFY SIZE, LOCATION, CHARACTERISTICS, AND MANUFACTURER OF ALL MATERIALS AND EQUIPMENT TO BE USED IN CONSTRUCTION. ALL MATERIALS AND EQUIPMENT TO BE USED IN CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT BEFORE ANY CONSTRUCTION BEGINS.
 - ALL SETBACKS SHALL COMPLY WITH ALL APPLICABLE ORDINANCES AND REGULATIONS.
 - ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED MOISTURE RESISTANT WOOD.
 - ALL DOORS SHALL BE KEYSER IN DIRECTION OF EGRESS.
 - FIRE EXTINGUISHERS AND SIGNS AND ALL FIRE ALARMS SHALL BE LOCATED ON ALL FLOORS WITH MANUFACTURED ALL STEEL WALL BRACKET. A. TROUBLESHOOTING CODES OF APPLICABLE LOCAL, STATE OR FEDERAL REQUIREMENTS SHALL BE REQUIRED BY LOCAL CODES.

NOTE:
REFER AL-01 FOR WALL TYPES AND
FIRE RATED ASSEMBLIES

1/11/2022 10:00 AM - 10:00 AM

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- 18,000 persons within 10 minute drive
- 20,000 - 25,000 Average Daily Traffic on SH 78
- 425 acres ready for retail

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