



**AGENDA
AUGUST 2, 2022
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
7:00 PM**

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ITEMS OF INTEREST/COMMUNICATIONS

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

4. CITIZENS COMMENTS

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

5. CONSENT AGENDA

Consent items are considered routine or non-controversial and will be voted on in one motion unless a separate discussion is requested by a member.

A. Approve the minutes of the July 19, 2022, meeting.

B. Approve Resolution No. 2022-08-01 approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the company and the ACSC's legal counsel.

C. Approve Resolution No. 2022-08-02 approving and authorizing the Mayor to execute a Utility Easement Agreement with Farmers Electric Cooperative for an easement on city-owned property located adjacent to the Bear Creek Addition, Lavon, Texas.

6. ITEMS FOR CONSIDERATION

A. Discussion and action regarding the regarding street naming update project involving CR 484 and portions of CR 483, CR 485, Lake Rd., Geren Dr., and Windmill Dr.

B. Receive report and discuss the Home Rule Charter Commission progress drafting a home rule charter.

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

7. BUDGET WORK SESSION

Discussion regarding the regulatory requirements, financial status for current fiscal year, budget calendar, anticipated commitments, departmental service levels, fee schedule, Capital Improvements Plan (CIP) updates, FY 2021-22 projections, and proposed revenues and expenditures for FY 2022-23.

8. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) pursuant to Section 551.074 - Personnel matters to deliberate the

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appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or hear a complaint or charge against an officer or employee – City Administrator.

9. RECONVENE INTO REGULAR SESSION

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

10. SET FUTURE MEETINGS AND AGENDA

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

August 10, 2022 – Regular Meeting

11. PRESIDING OFFICER TO ADJOURN THE MEETING

1. Notice is hereby given that members of the City Council, Economic Development Corporation Board, Planning and Zoning Commission, and Parks and Recreation Board may attend the meeting.

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

This is to certify that this Agenda was duly posted on the City's website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on July 29, 2022.

/ Rae Norton /

Rae Norton, City Secretary



**MINUTES
JULY 19, 2022
LAVON CITY COUNCIL
REGULAR MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

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

Absent: TED DILL, PLACE 4

1. **MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:04 P.M. AND ANNOUNCED A QUORUM PRESENT.**
2. **MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND POLICE CHIEF MIKE JONES DELIVERED THE INVOCATION.**
3. **ITEMS OF INTEREST/COMMUNICATIONS**

August 13, 2022, CISD Back to School Bash and Meet the Braves 4:30 p.m. to 8:00 p.m.
October 4, 2022, City of Lavon 50-year Celebration and National Night Out held at Boyd Farm.

4. **CITIZENS COMMENTS**

There were no citizens comments.

5. **CONSENT AGENDA**

- A. Approve the minutes of the July 5, 2022, meeting.
- B. Approve Resolution No. 2022-07-01 approving and authorizing the Mayor to execute a Contract Amendment to the Interlocal Dispatch Services Agreement with Collin County for Dispatch Services for a one (1) year period from October 1, 2022 to September 30, 2023; and providing for an effective date.
- C. Approve Resolution No. 2022-07-02 declaring that the City Council has completed an annual review of the Investment Policy of the City; adopting changes to the Investment Policy; providing a repealing clause; providing a severability clause; and providing for an effective date.
- D. Approve Resolution No. 2022-07-03 approving and authorizing the Mayor to execute Assessment Collection Services Agreements with Collin County for the Eleveon Public Improvement District Improvement Area #1 and Zone 1 Remainder Area; and providing for an effective date.

MOTION: APPROVE THE CONSENT AGENDA AS PRESENTED.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Dill)

6. **ITEMS FOR CONSIDERATION**

- A. Public hearing, discussion, and action regarding proposed amendments to Article 9.03 Zoning Ordinance of the Code of Ordinances, to add definitions and standards for alcohol-related uses in Section 9.03.032 and Section 9.03.061; to provide for permitted and conditional alcohol-related uses in the Retail District (R) Section 9.03.131 (b) and (c), Main Street District (M) Section 9.03.132 (b) and (c), and Business Park District (B) Section 9.03.133 (c); to amend off-

street parking and loading requirements and establish off-street parking and loading regulations for alcohol-related uses in Section 9.03.173 and Section 9.03.175 respectively, to add application requirements and standards of review for a conditional use permit for alcohol-related uses in Section 9.03.211, and to provide for a penalty of fine.

Presentation of proposed amendments.

Abra Nusser, Peloton Inc., presented information regarding the proposed amendments.

PUBLIC HEARING to receive comments regarding the proposed amendments.

Mayor Sanson opened the public hearing at 7:21 p.m. and invited comments for or against the petition. There being no comments, Mayor Sanson closed the public hearing at 7:22 p.m.

Discussion and action regarding the petition.

MOTION: APPROVE ORDINANCE NO. 2022-07-02 AMENDING ARTICLE 9.03 ZONING ORDINANCE OF THE CODE OF ORDINANCES, TO ADD DEFINITIONS AND STANDARDS FOR ALCOHOL-RELATED USES IN SECTION 9.03.032 AND SECTION 9.03.061; TO PROVIDE FOR PERMITTED AND CONDITIONAL ALCOHOL-RELATED USES IN THE RETAIL DISTRICT (R) SECTION 9.03.131 (B) AND (C), MAIN STREET DISTRICT (M) SECTION 9.03.132 (B) AND (C), AND BUSINESS PARK DISTRICT (B) SECTION 9.03.133 (C); TO AMEND OFF-STREET PARKING AND LOADING REQUIREMENTS AND ESTABLISH OFF-STREET PARKING AND LOADING REGULATIONS FOR ALCOHOL-RELATED USES IN SECTION 9.03.173 AND SECTION 9.03.175 RESPECTIVELY, TO ADD APPLICATION REQUIREMENTS AND STANDARDS OF REVIEW FOR A CONDITIONAL USE PERMIT FOR ALCOHOL-RELATED USES IN SECTION 9.03.211, AND TO PROVIDE FOR A PENALTY OF FINE.

MOTION MADE: WRIGHT

SECONDED: SERKLAND

APPROVED: UNANIMOUS (Absent: Dill)

- B. Discussion and action regarding Ordinance No. 2022-07-03 amending the fee schedule approved and adopted by Ordinance No. 2021-09-05 for the fiscal year October 1, 2021, through September 30, 2022, as amended to update the Mobile Food Unit permitting fees; and providing an effective date.**

City Administrator Kim Dobbs and City Secretary Rae Norton provided information regarding the proposed amendment to the process and fee schedule for Mobile Food Unit permitting. To incentivize and encourage mobile food vendors to participate in events in Lavon, the City Council discussed requesting participation from the Lavon Economic Development in the amount of \$1,000 to assist ten vendors with initial permitting.

MOTION: APPROVE ORDINANCE NO. 2022-07-03 AMENDING THE FEE SCHEDULE APPROVED AND ADOPTED BY ORDINANCE NO. 2021-09-05 FOR THE FISCAL YEAR OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, AS AMENDED TO UPDATE THE MOBILE FOOD UNIT PERMITTING FEES; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND

SECONDED: KELL

APPROVED: UNANIMOUS (Absent: Dill)

- C. Discussion, and action regarding Board and Commission appointments – Lavon Economic Development Corporation.**

Ms. Dobbs provided information regarding the reappointment of Lavon Economic Development Corporation members.

MOTION: REAPPOINT KAY WRIGHT, PLACE 1, VICKI SANSON, PLACE 3, JOE SERPETTE, PLACE 5 AND JORDAN WILLIAMS, PLACE 7 TO THE LAVON ECONOMIC BOARD OF DIRECTORS FOR A TERM OF TWO (2) YEARS.

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

D. Discussion and action regarding the 2022 Collin County Call for City Projects for 2018 bond funding.

Ms. Dobbs and City Engineer Mark Hill, Freeman Millican, Inc. provided information regarding the opportunity to make an application for road bond funds and application criteria. Ms. Dobbs reviewed the preliminary work done by the city engineer and staff to identify and compare potential projects and presented the staff recommendation that a project application be prepared for capital improvements plan project (CIP-6) for the replacement of the Bear Creek crossing at CR 484. The City Council discussed the scoring criteria, projects, and priorities and expressed support for using funding allocated in the CIP to prepare the application and provide required matching funding.

MOTION: DIRECT STAFF AND THE CITY ENGINEER TO PROCEED WITH THE PLANNING AND ENGINEERING WORK TO PRESENT AN APPLICATION FOR COLLIN COUNTY ROAD FUND ASSISTANCE FOR THE CR 484 BEAR CREEK BRIDGE CROSSING PROJECT.

MOTION MADE: KELL
SECONDED: COOK
APPROVED: UNANIMOUS (Absent: Dill)

E. Discussion and action regarding nominations for the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

Ms. Dobbs provided information regarding the nominations. No action was taken.

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

There was no report.

7. STAFF REPORTS

- A. Police Services** – Police Chief Mike Jones provided updates and referenced reports in the meeting packet.
- B. Fire Services** – Fire Chief Danny Anthony referenced the report in the meeting packet.
- C. Public Works** – Director of Public Works David Carter provided general information regarding public works operations.
- D. Administration** – Ms. Dobbs referenced reports in the meeting packet regarding the Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Financial Report, TxDOT Projects Report, Home Rule Charter Commission progress report, and administration and staff reports.

8. BUDGET WORK SESSION

Ms. Dobbs provided reports regarding and the city council discussed regulatory requirements, financial status for current fiscal year, budget calendar, anticipated commitments, departmental service levels, fee schedule, and projected needs for FY 2022-23.

9. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- August 2, 2022 – Regular Meeting
- August 16, 2022 – Regular Meeting
- August 30, 2022 – Possible Special Meeting – Budget Works Session.

10. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:23 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 2nd day of August 2022.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON

Agenda Brief

MEETING: August 2, 2022

ITEM: 5 - B

Item:

CONSENT AGENDA

Approve Resolution No. **2022-08-01** approving a Negotiated Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the company and the ACSC’s legal counsel.

BACKGROUND AND SUMMARY

Information provided by Atmos Cities Steering Committee

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$73.22	-
DARR:	\$71.96	(\$1.26)
ATM Cities:	\$78.72	\$5.50
Environs:	\$78.53	\$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS OF THE RESOLUTION:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.

4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
7. This section repeals any resolution that is inconsistent with the Resolution.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

ATTACHMENTS: Proposed Resolution and Exhibits

RESOLUTION NO. 2022-08-01

Atmos Cities Steering Committee Settlement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Lavon, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 2nd day of August 2022.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.						Current	Proposed	Change
1	Rate R @ 43.8 Ccf							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=	15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408	=	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=		15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408	=		4.41	
16	Total						<u>\$ 73.22</u>	\$ 4.60
17								6.71%
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=	91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408	=	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=		91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408	=		20.99	
34	Total						<u>\$ 348.63</u>	\$ 14.34
35								4.29%

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.							Current	Proposed	Change
36	Rate I @ 4278 MMBTU								
37	Customer charge					\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
43	Subtotal					\$ 19,863.24			
44	Rider FF & Rider TAX		\$ 19,863.24	X	0.06408 =	1,272.82			
45	Total					<u>\$ 21,136.06</u>			
46									
47	Customer charge						\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$	0.4939 =		740.85		
49	Consumption charge	2,778	MMBTU	X \$	0.3617 =		1,004.69		
50	Consumption charge	0	MMBTU	X \$	0.0776 =		-		
51	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =		14,931.86		
52	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =		2,346.33		
53	Subtotal						\$ 20,228.23		
54	Rider FF & Rider TAX		\$ 20,228.23	X	0.06408 =		1,296.21		
55	Total						<u>\$ 21,524.44</u>	\$ 388.38	
56									1.84%
57	Rate T @ 4278 MMBTU								
58	Customer charge					\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
63	Subtotal					\$ 4,931.38			
64	Rider FF & Rider TAX		\$ 4,931.38	X	0.06408 =	316.00			
65	Total					<u>\$ 5,247.38</u>			
66									
67	Customer charge						\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$	0.4939 =		740.85		
69	Consumption charge	2,778	MMBTU	X \$	0.3617 =		1,004.69		
70	Consumption charge	0	MMBTU	X \$	0.0776 =		-		
71	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =		2,346.33		
72	Subtotal						\$ 5,296.37		
73	Rider FF & Rider TAX		\$ 5,296.37	X	0.06408 =		339.39		
74	Total						<u>\$ 5,635.76</u>	\$ 388.38	
75									7.40%

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

17

18 Notes:

19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.

20 2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.

21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



CITY OF LAVON

Agenda Brief

MEETING: August 2, 2022

ITEM: 5 – C

Item:

CONSENT

Approve Resolution No. 2022-08-02 approving and authorizing the Mayor to execute a Utility Easement Agreement with Farmers Electric Cooperative for an easement on city-owned property located adjacent to the Bear Creek Addition, Lavon, Texas.

Background:

The City of Lavon Code of Ordinances prohibits the installation of new overhead lines to serve new development. For the extension of service to the Grand Heritage Bear Creek Addition and other developing areas, Farmers Electric Cooperative (FEC) has requested an easement in city-owned property along Bear Creek for the installation of underground facilities. Space constraints along CR 483 pose special challenges to FEC for installation of underground facilities along the road right of way.

The city engineer has reviewed the proposed easement.

Financial Implication:

There is no appreciable cost to the City associated with the provision of the requested easement.

Staff Notes:

The city attorney has reviewed the proposed easement and approval is recommended.

Attachments: Proposed Resolution and Easement Agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-08-02

FEC Easement – Bear Creek

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A UTILITY
EASEMENT AGREEMENT WITH FARMERS ELECTRIC COOPERATIVE;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Lavon, Texas (“City”) has determined that it is in the best interest of the citizens of the City for the City to enter into an agreement to grant a utility easement to Farmers Electric Cooperative.

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

SECTION 1: Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: Authorization to Execute. The Mayor of the City is hereby authorized and directed, on behalf of the City Council of Lavon, Texas, to execute the easement agreement, attached hereto and incorporated herein as Exhibit “A”

SECTION 3: Effective Date. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 2nd day of August 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2022-08-02

EXHIBIT A

Easement 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 SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT AGREEMENT

STATE OF TEXAS §

§

COUNTY OF COLLIN §

DATE: August 2, 2022

GRANTOR: City of Lavon, Texas

GRANTOR'S MAILING

ADDRESS: 120 School Road, Lavon, TX 75166

GRANTEE: Farmers Electric Cooperative, Inc.

GRANTEE'S MAILING

ADDRESS: 2000 East Interstate 30, Greenville, Texas 75402

CONSIDERATION: Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANTOR'S

PROPERTY: Being 31.269 acres of land in the Drury Anglin Survey, abstract Number 7 in Collin County and fully described by metes and bounds in that Instrument Number 2006072500104390, and more particularly described in **Exhibit A**.

EASEMENT

PROPERTY: See Exhibit B

EASEMENT

PURPOSE: For a permanent and perpetual utility easement for the purpose of the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of electric power lines and other

underground utility lines consisting of underground cable, surface mounted equipment, associated underground appurtenances, including constructing, operating, maintaining, inspecting, rebuilding, replacing, removing and relocating electric lines, transmission and distribution facilities or equipment, other utility lines, as well as reading any meter or performing any act related to the provision of utility service (collectively, the “Facilities”) in, unto, upon, over, across, under and all through the Easement Property.

Grantor, for the Consideration paid to Grantee, hereby GRANTS, SELLS, and CONVEYS to Grantee and Grantee’s successors and assigns an easement over, on, over, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”), to HAVE AND TO HOLD the Easement to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term “this Agreement” means this Utility Easement Agreement. The terms “Grantor”, “Grantor’s Property”, “Grantee”, “Consideration”, “Easement Property”, and “Easement Purpose” in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term “Grantee” includes the employees and authorized agents of Grantee.
2. *Character of Easement.* The Easement is nonexclusive and revocable. The Easement is for the benefit of Grantee and Grantee’s successors and assigns, as applicable.
3. *Duration of Easement.* The duration of the Easement is perpetual.
4. *Reservation of Rights.* Grantee’s right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use and enjoyment of the Easement and the Easement Property by Grantee and the Grantee’s successors and assigns for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Agreement.

5. *Temporary Construction Easement.* Grantor hereby grants to Grantee a temporary construction easement ten (10) feet in width running parallel along and abutting the both sides of the Easement Property for the construction of the Facilities. The temporary construction easement granted herein is restricted to the surface of the land, and shall terminate upon completion of the Facilities, at which time Grantee shall promptly return the surface of the land to its pre-construction condition.
6. *Improvement and Maintenance of Easement Property.* Improvement of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this Agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any fence, or any shrub, tree, or other growth or obstruction, of any character that is located within the Easement Property and which, in the sole judgment of Grantee, may endanger or in any way interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection, inspection, operation, use, removal, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee's rights hereunder.
7. *Restoration of Property to Pre-Construction Condition.* Grantee shall clean up and remove all trash and debris caused by Grantee's construction, reconstruction, and maintenance of the Facilities. After all such activities, Grantee shall return the surface of the Easement Property to its pre-construction condition, excepting the Facilities. If Grantee damages existing fencing on the Easement Property, Grantee shall, at its cost, restore the fencing that does not interfere with the Facilities to its pre-construction condition.
8. *Equitable Rights of Enforcement.* The Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the

parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

9. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns.
11. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
15. *Indemnity.* To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.
16. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.
17. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the

parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Liens and Encumbrances.* Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

GRANTOR:

City of Lavon, Texas

By: _____

Date: _____

GRANTEE:

Farmers Electric Cooperative, Inc.

By: _____

Date: _____

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2022, by
_____ in his capacity as _____ of the City of Lavon, Texas.

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2022, by
_____ in his capacity as _____ of Farmers Electric Cooperative, Inc., a
Texas corporation, on behalf of said entity.

Notary Public in and for the State of Texas

EXHIBIT A
GRANTOR'S PROPERTY

COPY



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

When Recorded, Return To:

City of Lavon, Texas
P.O. Box 340
120 School Road
Lavon, Texas 75166
Attn: J. Michael Jones, City Marshal

SPECIAL WARRANTY DEED

[Park Land]

World Land Developers, L.P., a Texas limited partnership, Lavon Realty Partners, L.P., a Texas limited partnership, and Bear Creek Windmill, LP, a Texas limited partnership (collectively, "Grantor"), for \$10 and other good and valuable consideration, which is hereby acknowledged, has this day granted and by these presents does grant and convey unto the City of Lavon, Texas, a municipal corporation, and its successors and assigns ("Grantee"), for municipal purposes, including but not limited to a park land site, those tracts or parcels of land lying and being situated in Collin County, Texas, together with all rights, privileges and appurtenances thereto belonging (the "Property"), said tracts or parcels of land being depicted and more fully described in Exhibit A attached hereto and made a part hereof.

Each of the entities comprising Grantor reserves all of the water, oil, gas and other minerals in and under the portion of the Property owned by it, but waives any and all rights of ingress and egress to the surface thereof for the purposes of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the Property and upon the condition that none of such operations shall be conducted so near the surface of the Property as to interfere with the municipal purposes or in any way interfere with, jeopardize, or endanger Grantee's municipal facilities or operations or create a hazard to the public users thereof.

This conveyance is made by Grantor and accepted by Grantee subject to the following permitted exceptions (the "Permitted Exceptions"):

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Any and all matters presently of record in the Official Public Records of Collin County, Texas that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

The terms "Grantee" and "Grantor" shall include their respective heirs, executors, administrators, permitted successors and permitted assigns with respect to the rights and obligations granted or reserved in this deed.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee forever; and each of the entities comprising Grantor, with respect only to

the portion of the Property owned by it, does hereby bind itself, its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, unto Grantee against every person whomsoever claiming or to claim the same or any part thereof by, through, or under the respective warranting Grantor, but not otherwise.

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IN WITNESS WHEREOF, this instrument is executed on this the 27 day of June, 2006.

GRANTOR:

WORLD LAND DEVELOPERS, LP,
a Texas limited partnership

By: World Land Developers GP, LLC,
a Texas limited liability company,
its general partner

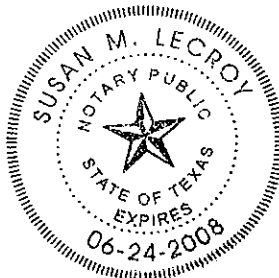
By: Alan Bain
Alan Bain, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Alan Bain, Vice President of World Land Developers, GP, LLC, a Texas limited liability company and general partner of World Land Developers, LP, a Texas limited partnership, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of June, 2006.

Susan M. Lecroy
Notary Public in and for the State of Texas
My Commission Expires: 6-24-08



LAVON REALTY PARTNERS, LP,
a Texas limited partnership

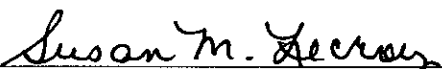
By: Pittman Investments, LLC,
a Texas limited liability company,
its general partner

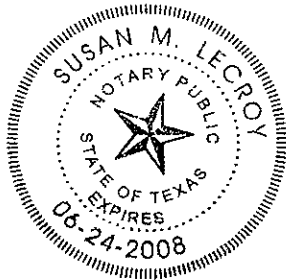
By: 
Alan Bain, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Alan Bain, Vice President of Pittman Investments, LLC, a Texas limited liability company and general partner of Lavon Realty Partners, LP, a Texas limited partnership, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of June, 2006.


Notary Public in and for the State of Texas
My Commission Expires: 6-24-08



BEAR CREEK WINDMILL, LP,
a Texas limited partnership

By: Pittman Investments, LLC,
a Texas limited liability company,
its general partner

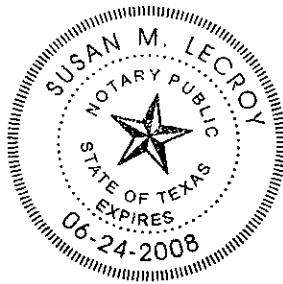
By: Alan Bain
Alan Bain, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Alan Bain, Vice President of Pitman Investments, LLC, a Texas limited liability company and general partner of Bear Creek Windmill, L.P., a Texas limited partnership, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, as the act and deed of said limited partnership.

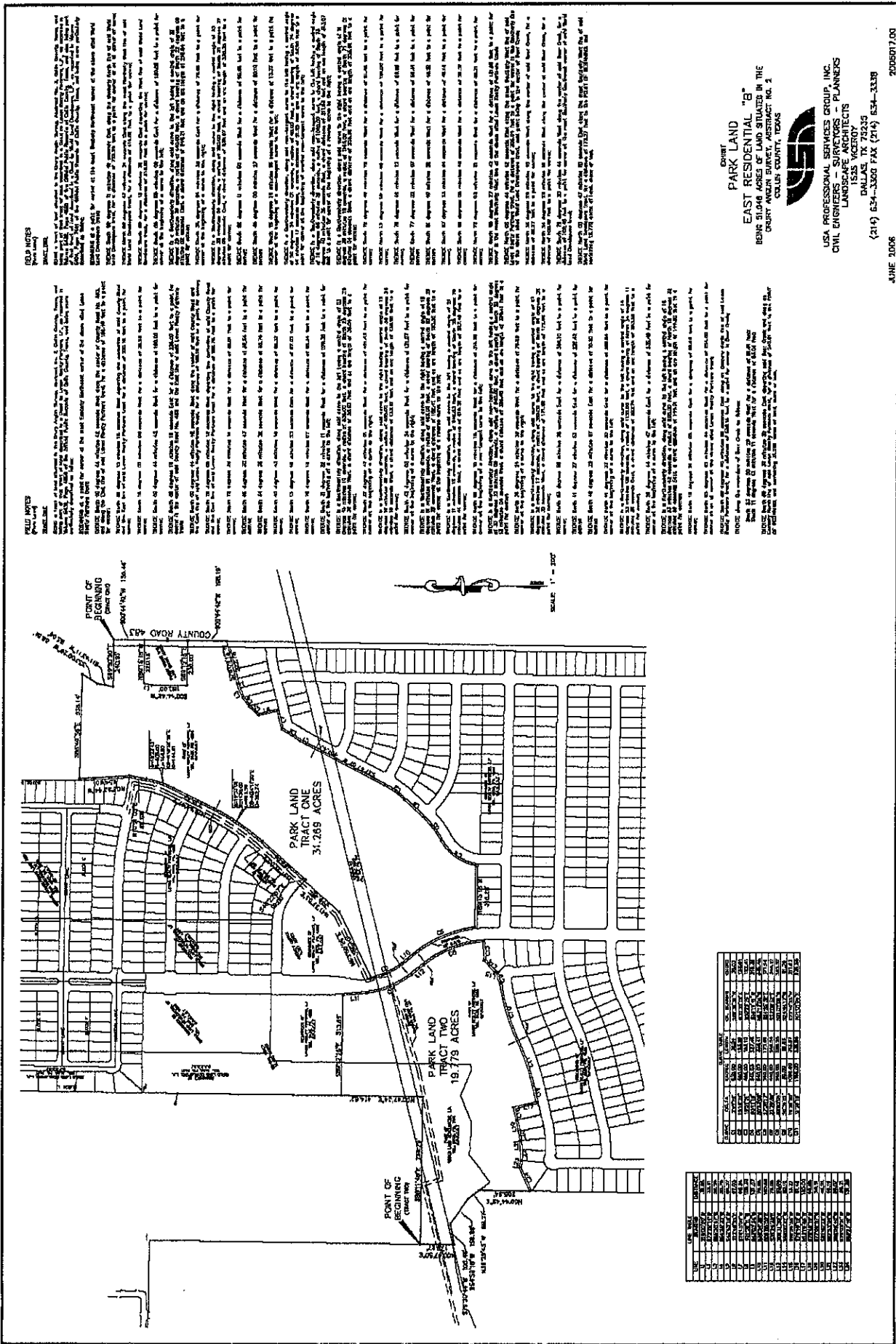
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of June, 2006.

Susan M. Lecroy
Notary Public in and for the State of Texas
My Commission Expires: 6-24-08



GRANTEE'S ADDRESS:

City of Lavon, Texas
P.O. Box 340
120 Old School Road
Lavon, Texas 75166
Attn: J. Michael Jones, City Marshal



FIELD NOTES

(Park Land – East Residential “B”)

TRACT ONE

BEING a tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being part of that tract of land described in a Deed to Lavon Realty Partners, LP., as recorded in Volume 5439, Page 4856 of the Official Public Records of Collin County, Texas, and being more particularly described as follow:

BEGINNING at a point for corner at the most Easterly Northeast corner of the above cited Lavon Realty Partners tract;

THENCE South 00 degrees 44 minutes 42 seconds West along the center of County Road No. 483, and along the East line of said Lavon Realty Partners tract, for a distance of 156.46 feet to a point for corner;

THENCE North 89 degrees 15 minutes 18 seconds West departing the centerline of said County Road and the East line of said Lavon Realty Partners tract for a distance of 220.16 feet to a point for corner;

THENCE South 15 degrees 00 minutes 00 seconds West for a distance of 39.98 feet to a point for corner;

THENCE South 00 degrees 44 minutes 42 seconds West for a distance of 180.00 feet to a point for corner;

THENCE South 89 degrees 15 minutes 18 seconds East for a distance of 230.00 feet to a point for corner in the center of said County Road No. 483 and the East line of said Lavon Realty Partners tract;

THENCE South 00 degrees 44 minutes 42 seconds West along the center of said County Road and the East line of said Lavon Realty Partners tract, for a distance of 198.19 feet to a point for corner;

THENCE South 76 degrees 09 minutes 12 seconds West departing the centerline of said County Road and the East line of said Lavon Realty Partners tract for a distance of 222.78 feet to a point for corner;

THENCE South 73 degrees 29 minutes 14 seconds West for a distance of 26.51 feet to a point for corner;

THENCE South 65 degrees 30 minutes 47 seconds West for a distance of 52.54 feet to a point for corner;

THENCE South 54 degrees 35 minutes 32 seconds West for a distance of 55.78 feet to a point for corner;

THENCE South 42 degrees 43 minutes 18 seconds West for a distance of 66.37 feet to a point for corner;

THENCE South 13 degrees 46 minutes 53 seconds East for a distance of 97.03 feet to a point for corner;

THENCE South 76 degrees 13 minutes 07 seconds West for a distance of 98.34 feet to a point for corner;

THENCE South 31 degrees 32 minutes 11 seconds West for a distance of 109.36 feet to a point for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction, along said curve to the left having a central angle of 03 degrees 45 minutes 10 seconds, a radius of 535.00 feet, a chord bearing of South 29 degrees 39 minutes 36 seconds West, a chord distance of 35.03 feet and an arc length of 35.04 feet to a point for corner;

THENCE South 27 degrees 47 minutes 01 seconds West for a distance of 451.43 feet to a point for corner at the beginning of a curve to the right;

THENCE in a Southwesterly direction, along said curve to the right having a central angle of 15 degrees 16 minutes 33 seconds, a radius of 465.00 feet, a chord bearing of South 35 degrees 25 minutes 18 seconds West, a chord distance of 123.61 feet and an arc length of 123.98 feet to a point for corner;

THENCE South 43 degrees 03 minutes 34 seconds West for a distance of 131.07 feet to a point for corner at the beginning of a curve to the right;

THENCE in a Southwesterly direction, along said curve to the right having a central angle of 18 degrees 51 minutes 51 seconds, a radius of 465.00 feet, a chord bearing of South 52 degrees 29 minutes 29 seconds West, a chord distance of 152.41 feet and an arc length of 153.10 feet to a point for corner at the beginning of a reverse curve to the left;

THENCE in a Southwesterly direction, along said curve to the left having a central angle of 53 degrees 11 minutes 15 seconds, a radius of 245.03 feet, a chord bearing of South 35 degrees 19 minutes 41 seconds West, a chord distance of 219.38 feet and an arc length of 227.46 feet to a point for corner;

THENCE North 89 degrees 15 minutes 18 seconds West for a distance of 315.28 feet to a point for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northwesterly direction, along said non-tangent curve to the left having a central angle of 30 degrees 23 minutes 09 seconds, a radius of 640.00 feet, a chord bearing of North 23 degrees 13 minutes 04 seconds West, a chord distance of 335.45 feet and an arc length of 339.41 feet to a point for corner;

THENCE North 38 degrees 24 minutes 38 seconds West for a distance of 79.98 feet to a point for corner at the beginning of a curve to the right;

THENCE in a Northwesterly direction, along said curve to the right having a central angle of 27 degrees 38 minutes 17 seconds, a radius of 360.00 feet, a chord bearing of North 24 degrees 35 minutes 32 seconds West, a chord distance of 171.98 feet and an arc length of 173.66 feet to a point for corner;

THENCE North 63 degrees 56 minutes 26 seconds East for a distance of 366.10 feet to a point for corner;

THENCE North 41 degrees 37 minutes 53 seconds East for a distance of 239.42 feet to a point for corner;

THENCE South 48 degrees 22 minutes 07 seconds East for a distance of 10.00 feet to a point for corner;

THENCE North 41 degrees 37 minutes 53 seconds East for a distance of 299.84 feet to a point for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, along said curve to the left having a central angle of 14 degrees 53 minutes 06 seconds, a radius of 1130.00 feet, a chord bearing of North 34 degrees 11 minutes 20 seconds East, a chord distance of 292.74 feet and an arc length of 293.56 feet to a point for corner;

THENCE North 26 degrees 44 minutes 47 seconds East for a distance of 235.49 feet to a point for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, along said curve to the left having a central angle of 16 degrees 23 minutes 42 seconds, a radius of 505.00 feet, a chord bearing of North 18 degrees 32 minutes 56 seconds East, a chord distance of 144.01 feet and an arc length of 144.50 feet to a point for corner;

THENCE North 10 degrees 21 minutes 05 seconds East for a distance of 86.68 feet to a point for corner;

THENCE North 03 degrees 23 minutes 44 seconds West for a distance of 254.60 feet to a point for corner at an ell corner of the above cited Lavon Realty Partners tract;

THENCE South 88 degrees 40 minutes 56 seconds East along an Easterly North line of said Lavon Realty Partners tract, for a distance of 536.14 feet to a point for corner in Bear Creek;

THENCE along the meanders of Bear Creek as follows:

**South 33 degrees 00 minutes 26 seconds West for a distance of 89.81 feet;
South 11 degrees 43 minutes 11 seconds West for a distance of 83.04 feet;**

THENCE South 89 degrees 30 minutes 20 seconds East departing said Bear Creek and along an Easterly North line of said Lavon Realty Partners tract, for a distance of 240.91 feet to the POINT OF BEGINNING, and containing 31.269 acres of land, more or less.

FIELD NOTES

(Park Land – East Residential “B”)

TRACT TWO

BEING a tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being part of that tract of land described in a Deed to Lavon Realty Partners, L.P., as recorded in Volume 5439, Page 4856 of the Official Public Records of Collin County, Texas, and also being part of that tract of land described in a Deed to World Land Developers, L.P., as recorded in Volume 5404, Page 7461 of the Official Public Records of Collin County, Texas, and being more particularly described as follow:

BEGINNING at a point for corner at the most Westerly Northwest corner of the above cited World Land Developers tract;

THENCE South 89 degrees 11 minutes 49 seconds East along the Westerly North line of said World Land Developers tract, for a distance of 752.29 feet to a point for corner at an ell corner of same;

THENCE North 00 degrees 47 minutes 34 seconds East along the most Northerly West line of said World Land Developers tract, for a distance of 414.82 feet to a point for corner;

THENCE South 89 degrees 12 minutes 26 seconds East departing the West line of said World Land Developers tract, for a distance of 513.89 feet to a point for corner;

THENCE South 05 degrees 55 minutes 02 seconds East for a distance of 120.88 feet to a point for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction, along said curve to the left having a central angle of 32 degrees 29 minutes 39 seconds, a radius of 440.00 feet, a chord bearing of South 22 degrees 09 minutes 52 seconds East, a chord distance of 246.21 feet and an arc length of 249.54 feet to a point for corner;

THENCE South 38 degrees 24 minutes 38 seconds East for a distance of 79.98 feet to a point for corner at the beginning of a curve to the right;

THENCE in a Southeasterly direction, along said curve to the right having a central angle of 33 degrees 35 minutes 04 seconds, a radius of 560.00 feet, a chord bearing of South 21 degrees 37 minutes 06 seconds East, a chord distance of 323.57 feet and an arc length of 328.25 feet to a point for corner;

THENCE South 86 degrees 11 minutes 50 seconds West for a distance of 95.66 feet to a point for corner;

THENCE South 48 degrees 00 minutes 27 seconds West for a distance of 80.10 feet to a point for corner;

THENCE South 19 degrees 36 minutes 56 seconds West for a distance of 13.37 feet to a point for corner at the beginning of a non-tangent curve to the left;

THENCE in a Southwesterly direction, along said non-tangent curve to the left having a central angle of 50 degrees 34 minutes 01 seconds, a radius of 60.00 feet, a chord bearing of South 74 degrees 44 minutes 17 seconds West, a chord distance of 51.25 feet and an arc length of 52.95 feet to a point for corner at the beginning of another non-tangent curve to the left;

THENCE in a Southwesterly direction, along said non-tangent curve to the left having a central angle of 16 degrees 55 minutes 20 seconds, a radius of 1060.00 feet, a chord bearing of South 73 degrees 40 minutes 35 seconds West, a chord distance of 311.93 feet and an arc length of 313.07 feet to a point for corner at the beginning of a reverse curve to the right;

THENCE in a Southwesterly direction, along said curve to the right having a central angle of 11 degrees 36 minutes 18 seconds, a radius of 1165.00 feet, a chord bearing of South 71 degrees 01 minutes 04 seconds West, a chord distance of 235.56 feet and an arc length of 235.96 feet to a point for corner;

THENCE South 76 degrees 49 minutes 12 seconds West for a distance of 91.46 feet to a point for corner;

THENCE North 13 degrees 10 minutes 48 seconds West for a distance of 120.00 feet to a point for corner;

THENCE South 76 degrees 49 minutes 12 seconds West for a distance of 69.98 feet to a point for corner;

THENCE South 77 degrees 02 minutes 07 seconds West for a distance of 56.51 feet to a point for corner;

THENCE South 81 degrees 40 minutes 28 seconds West for a distance of 48.22 feet to a point for corner;

THENCE South 87 degrees 53 minutes 04 seconds West for a distance of 49.16 feet to a point for corner;

THENCE South 86 degrees 08 minutes 49 seconds West for a distance of 56.57 feet to a point for corner;

THENCE North 72 degrees 03 minutes 21 seconds West for a distance of 35.21 feet to a point for corner;

THENCE South 65 degrees 27 minutes 42 seconds West for a distance of 131.88 feet to a point for corner in the most Southerly West line of the above cited Lavon Realty Partners tract;

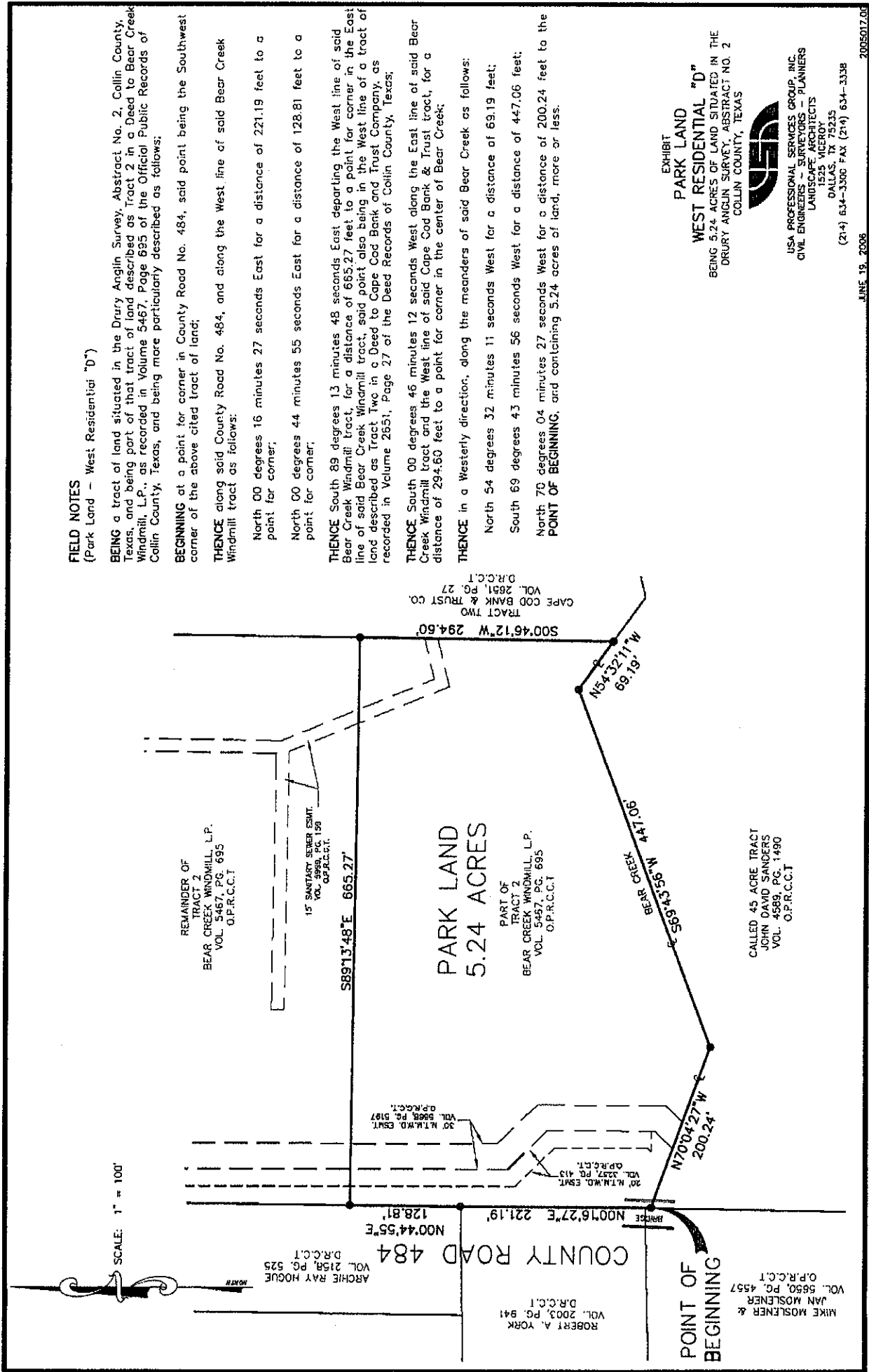
THENCE North 00 degrees 44 minutes 42 seconds East along the most Southerly West line of said Lavon Realty Partners tract, for a distance of 255.54 feet to a point for corner in the Southerly line of the above cited World Land Developers tract, said point being in the center of Bear Creek;

THENCE North 36 degrees 29 minutes 45 seconds West along the center of said Bear Creek, for a distance of 69.27 feet to a point for corner;

THENCE North 54 degrees 59 minutes 16 seconds West along the center of said Bear Creek, for a distance of 156.86 feet to a point for corner;

THENCE South 79 degrees 30 minutes 44 seconds West along the center of said Bear Creek, for a distance of 106.48 feet to a point for corner at the most Southerly Southwest corner of said World Land Developers tract;

THENCE North 00 degrees 47 minutes 50 seconds East along the most Southerly West line of said World Land Developers tract, for a distance of 172.27 feet to the POINT OF BEGINNING, and containing 19.779 acres of land, more or less.



FIELD NOTES

(Park Land – West Residential “D”)

BEING a tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being part of that tract of land described as Tract 2 in a Deed to Bear Creek Windmill, L.P., as recorded in Volume 5467, Page 695 of the Official Public Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a point for corner in County Road No. 484, said point being the Southwest corner of the above cited tract of land;

THENCE along said County Road No. 484, and along the West line of said Bear Creek Windmill tract as follows:

North 00 degrees 16 minutes 27 seconds East for a distance of 221.19 feet to a point for corner;

North 00 degrees 44 minutes 55 seconds East for a distance of 128.81 feet to a point for corner;

THENCE South 89 degrees 13 minutes 48 seconds East departing the West line of said Bear Creek Windmill tract, for a distance of 665.27 feet to a point for corner in the East line of said Bear Creek Windmill tract, said point also being in the West line of a tract of land described as Tract Two in a Deed to Cape Cod Bank and Trust Company, as recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 46 minutes 12 seconds West along the East line of said Bear Creek Windmill tract and the West line of said Cape Cod Bank and Trust tract, for a distance of 294.60 feet to a point for corner in the center of Bear Creek;

THENCE in a Westerly direction, along the meanders of said Bear Creek as follows:

North 54 degrees 32 minutes 11 seconds West for a distance of 69.19 feet;

South 69 degrees 43 minutes 56 seconds West for a distance of 447.06 feet;

North 70 degrees 04 minutes 27 seconds West for a distance of 200.24 feet to the **POINT OF BEGINNING**, and containing 5.24 acres of land, more or less.

FIELD NOTES

(Park Land - West Residential "E")

BEING a tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being part of that tract of land described as Tract 1 in a Deed to Bear Creek Windmill, L.P., as recorded in Volume 5467, Page 695 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the Southwest corner of the above cited Bear Creek Windmill tract, said point also being in the East line of a tract of land described as Tract Two in a Deed to Cape Cod Bank and Trust Company, as recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas;

THENCE North 00 degrees 46 minutes 12 seconds East along the West line of said Bear Creek Windmill tract and the East line of said Cape Cod Bank and Trust tract, for a distance of 350.00 feet to a point for corner;

THENCE South 89 degrees 13 minutes 48 seconds East departing the West line of said Bear Creek Windmill tract, for a distance of 753.91 feet to a point for corner in the East line of said Bear Creek Windmill tract, said point also being in the most Southerly West line of a tract of land described in a Deed to World Land Developers, L.P., as recorded in Volume 5404, Page 7461 of the Official Public Records of Collin County, Texas;

THENCE South 00 degrees 47 minutes 50 seconds West along the East line of said Bear Creek Windmill tract and the West line of said World Land Developers tract, for a distance of 63.30 feet to a point for corner at the Southeast corner of said Bear Creek Windmill tract, said point also being on the North bank of Bear Creek;

THENCE in a Southwesterly direction, along the Southerly line of said Bear Creek Windmill tract as follows:

- South 81 degrees 06 minutes 33 seconds West for a distance of 142.44 feet to a point for corner;
- South 77 degrees 46 minutes 33 seconds West for a distance of 115.00 feet to a point for corner;
- South 65 degrees 46 minutes 33 seconds West for a distance of 105.00 feet to a point for corner;
- South 68 degrees 56 minutes 33 seconds West for a distance of 102.00 feet to a point for corner;
- South 73 degrees 46 minutes 33 seconds West for a distance of 150.00 feet to a point for corner;
- South 63 degrees 46 minutes 33 seconds West for a distance of 82.84 feet to a point for corner;

South 52 degrees 56 minutes 33 seconds West for a distance of 119.37 feet to the **POINT OF BEGINNING**, and containing 3.01 acres of land, more or less.

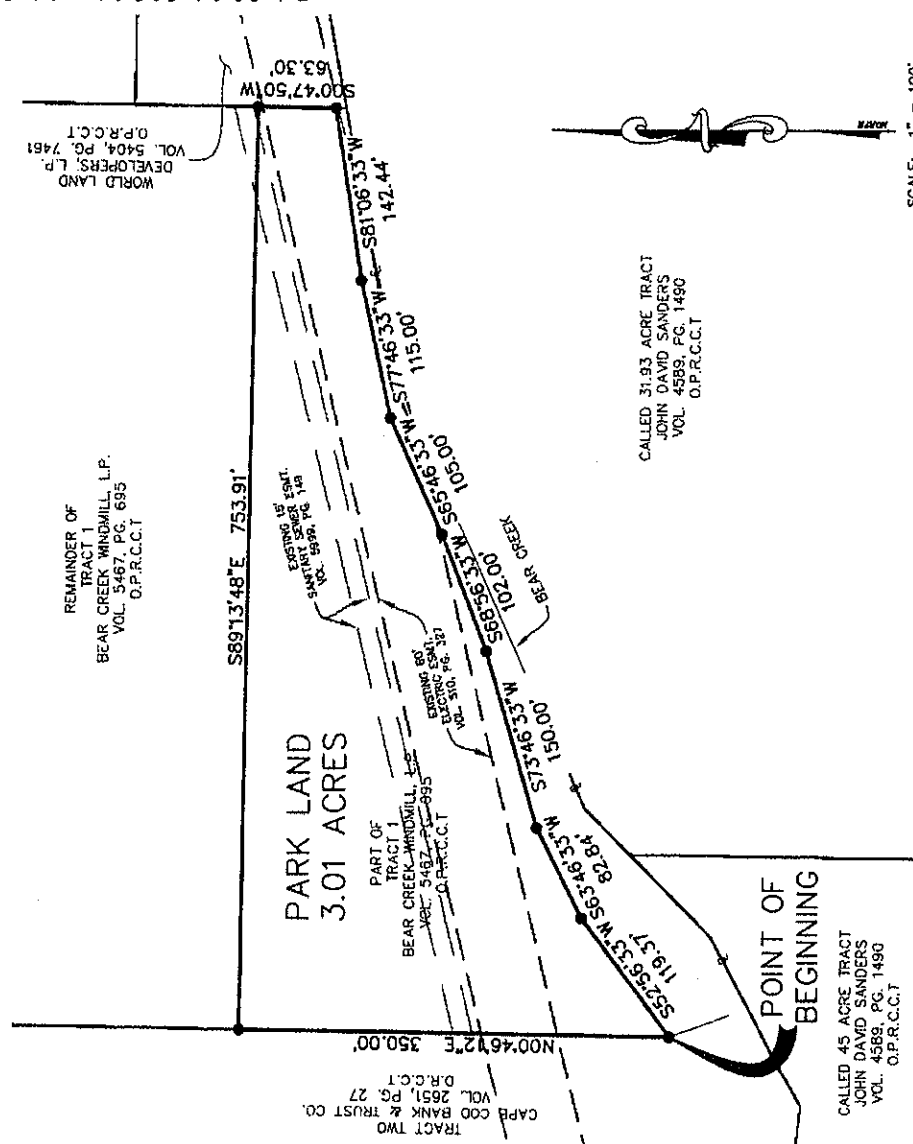


EXHIBIT
PARK LAND
WEST RESIDENTIAL "E"
BEING 3.01 ACRES OF LAND SITUATED IN THE
DRURY ANGLIN SURVEY, ABSTRACT NO. 2
COLLIN COUNTY, TEXAS



USA PROFESSIONAL SERVICES GROUP, INC.
CIVIL ENGINEERS, SURVEYORS, PLANNERS
LANDSCAPE ARCHITECTS
1525 WICREY
DALLAS, TX 75235
(214) 634-3300 FAX (214) 634-3338

JUNE 19, 2008

2005017.02

FIELD NOTES

(Park Land – West Residential “E”)

BEING a tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being part of that tract of land described as Tract 1 in a Deed to Bear Creek Windmill, L.P., as recorded in Volume 5467, Page 695 of the Official Public Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a point for corner at the Southwest corner of the above cited Bear Creek Windmill tract, said point also being in the East line of a tract of land described as Tract Two in a Deed to Cape Cod Bank and Trust Company, as recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas;

THENCE North 00 degrees 46 minutes 12 seconds East along the West line of said Bear Creek Windmill tract and the East line of said Cape Cod Bank and Trust tract, for a distance of 350.00 feet to a point for corner;

THENCE South 89 degrees 13 minutes 48 seconds East departing the West line of said Bear Creek Windmill tract, for a distance of 753.91 feet to a point for corner in the East line of said Bear Creek Windmill tract, said point also being in the most Southerly West line of a tract of land described in a Deed to World Land Developers, L.P., as recorded in Volume 5404, Page 7461 of the Official Public Records of Collin County, Texas;

THENCE South 00 degrees 47 minutes 50 seconds West along the East line of said Bear Creek Windmill tract and the West line of said World Land Developers tract, for a distance of 63.30 feet to a point for corner at the Southeast corner of said Bear Creek Windmill tract, said point also being on the North bank of Bear Creek;

THENCE in a Southwesterly direction, along the Southerly line of said Bear Creek Windmill tract as follows:

South 81 degrees 06 minutes 33 seconds West for a distance of 142.44 feet to a point for corner;

South 77 degrees 46 minutes 33 seconds West for a distance of 115.00 feet to a point for corner;

South 65 degrees 46 minutes 33 seconds West for a distance of 105.00 feet to a point for corner;

South 68 degrees 56 minutes 33 seconds West for a distance of 102.00 feet to a point for corner;

South 73 degrees 46 minutes 33 seconds West for a distance of 150.00 feet to a point for corner;

South 63 degrees 46 minutes 33 seconds West for a distance of 82.84 feet to a point for corner;

South 52 degrees 56 minutes 33 seconds West for a distance of 119.37 feet to the POINT OF BEGINNING, and containing 3.01 acres of land, more or less.

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
07/25/2006 09:21:59 AM
\$72.00 DLAIRD
20060725001041390



Brenda Taylor

EXHIBIT B
EASEMENT PROPERTY

EXHIBIT A
10' UTILITY EASEMENT
PART OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2
CITY OF LAVON, COLLIN COUNTY, TEXAS

BEING a 21,238-square-foot tract of land in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being part of a called 31.269-acre tract described in deed dated the 25th of July, 2006, from World Land Developers, L.P., Lavon Realty Partners, L.P., and Bear Creek Windmill, L.P., to the City of Lavon, recorded as Instrument No. 20060725001041390 in the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch steel rod with yellow cap stamped "LJA SURVEYING" found (described as "LJA" hereafter) at the northwest corner of Lot 1 and the northeast corner of Lot 1X, Block H, of Bear Creek, Phase 3, as shown on plat recorded as Instrument No. 20210324010000920, O.P.R.C.C.T., and having coordinates of:

X = 2,600,641.15 feet,
Y = 7,057,515.21 feet;

THENCE N 89°15'29" W, with the north line of said Lot 1X, for a distance of 15.71 feet to an LJA and the beginning of a curve concave to the southwest, having a radius of 560.00 feet, a central angle of 05°29'57", and a chord that bears N 13°22'47" W for a distance of 53.73 feet, same being on the easterly right-of-way line of Presidents Boulevard (variable width right-of-way), as shown on plat of Bear Creek Amenity Center and Bridge, recorded as Instrument No. 20201204010004710, O.P.R.C.C.T.;

THENCE in a northwesterly direction with said curve and said east right-of-way line, a distance of 53.75 feet;

THENCE departing said east right-of-way line, and over and across said City of Lavon tract running 40 feet northwest of, and parallel with, an existing sanitary sewer line as located on the ground, the following four (4) courses and distances:

1. N 89°15'45" E, for a distance of 248.64 feet;
2. N 45°47'28" E, for a distance of 285.18 feet;
3. N 46°22'44" E, for a distance of 215.03 feet;
4. N 26°23'11" E, for a distance of 386.84 feet;

THENCE N 31°47'50" E, at a distance of 287.76 feet pass the point at which the sewer line turns to the north and continuing on the same course an additional 78.22 feet for a total distance of 365.98 feet;

THENCE N 54°35'21" E, on the southerly projection of a line parallel with and ten (10) feet northwest of the eastern most north line of Lot 5, Block J, of said Bear Creek, Phase 3, for a distance of 232.44 feet;

THENCE running parallel with and ten (10) feet northwest of Lots 4, 3, 2, and 1, Block J, of said Bear Creek, Phase 3, the following three (3) courses and distances:

1. N 65°30'36" E, for a distance of 54.19 feet;
2. N 73°29'03" E, for a distance of 27.44 feet;
3. N 76°09'01" E, for a distance of 140.66 feet;

THENCE continuing over and across said City of Lavon tract the following three (3) courses and distances:

1. N 13°50'59" W, for a distance of 10.00 feet;
2. N 76°09'01" E, for a distance of 40.00 feet;
3. S 13°50'59" E, for a distance of 20.00 feet to a point on the north line of Lot 1, Block J, of said Bear Creek, Phase 3, from which the northeast corner of said Lot 1 on the west right-of-way line of County Road No. 483 bears N 76°09'01" E, for a distance of 11.36 feet and having coordinates of:

X = 2,602,040.29 feet,
Y = 7,058,776.75 feet;



Wayne C. Terry
04/21/2022

FEC-01

A graphical exhibit of even date accompanies these field notes.

The coordinates and bearings shown hereon are based on the the Texas Coordinate System of 1983, North Central Zone (4202). All distances are in U.S. Survey Feet and reported at the surface by applying a scale factor of 1.000152710.

APRIL 2022	3047-22	Sheet 1 of 5
rdelta ENGINEERS		618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515 TBPLS No. 10155000

EXHIBIT A
10' UTILITY EASEMENT
PART OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2
CITY OF LAVON, COLLIN COUNTY, TEXAS

THENCE with the north line of said Block J, the following four (4) courses and distances:

1. S 76°09'01" W, for a distance of 63.98 feet to an LJA found for the northwest corner of Lot 1, and continuing on the same course an additional distance of 64.22 feet for a total distance of 128.20 feet, to an LJA found for the northwest corner of Lot 2;
2. S 76°09'01" W, a distance of 52.22 feet to an LJA found at an angle point on the north line of said Lot 3;
3. S 73°29'03" W, for a distance of 26.51 feet to an LJA found for the northwest corner of Lot 3;
4. S 65°30'36" W, for a distance of 52.54 feet to the westerly corner of Lot 4;

THENCE S 54°35'21" W with the north line of said Lot 5, Block J for a distance of 55.78 feet to angle point on the north line of said Lot 5, and continuing on the same course and on the prolongation of the north line of Block J for an additional distance of 173.69 feet for a total distance of 229.47 feet;

THENCE S 31°47'50" W, at a distance of 58.90 feet passing the point from which this easement begins to run parallel with and 30 feet northwest of the aforementioned sanitary sewer line, and continuing on the same course and being parallel with said sanitary sewer line an additional 287.29 feet for a total distance of 363.49 feet;

THENCE continuing over and across said City of Lavon tract, parallel with and thirty (30) feet northwest of said sanitary sewer line, the following four (4) courses and distances:

1. S 26°23'11" W, for a distance of 388.13 feet;
2. S 46°22'44" W, for a distance of 216.74 feet;
3. S 45°47'28" W, for a distance of 289.12 feet;
4. S 89°15'45" W, for a distance of 224.05 feet;

THENCE S 00°44'31" W, for a distance of 42.84 feet to the **POINT OF BEGINNING** and containing 21,238 square feet or 0.488 acres of land.



Wayne C. Terry
04/21/2022

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FEC-01


APRIL 2022	3047-22	Sheet 2 of 5
		
618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515 TBPLS No. 10155000		

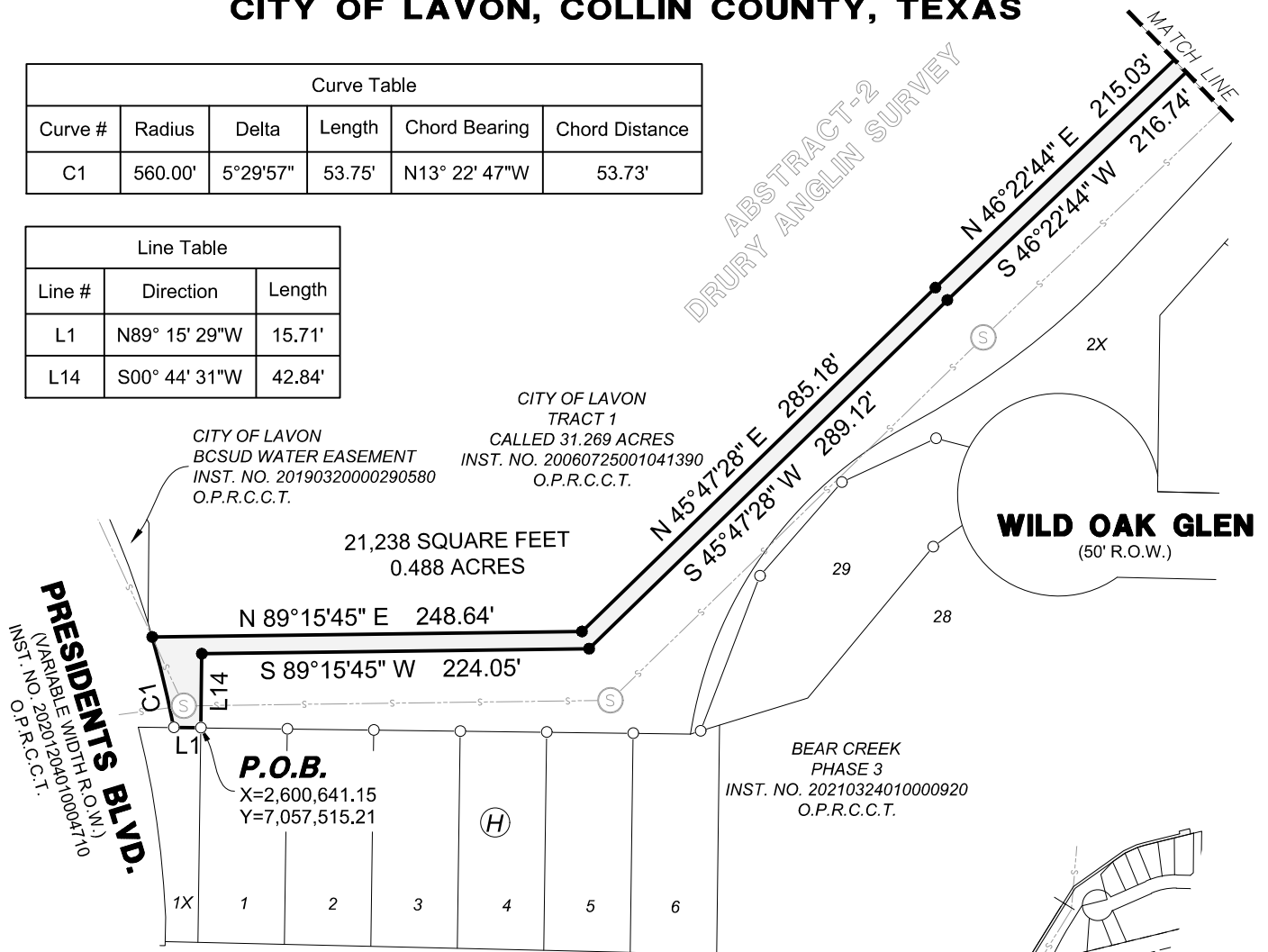
EXHIBIT A

10' UTILITY EASEMENT

PART OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 CITY OF LAVON, COLLIN COUNTY, TEXAS

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	560.00'	5°29'57"	53.75'	N13° 22' 47"W	53.73'

Line Table		
Line #	Direction	Length
L1	N89° 15' 29"W	15.71'
L14	S00° 44' 31"W	42.84'



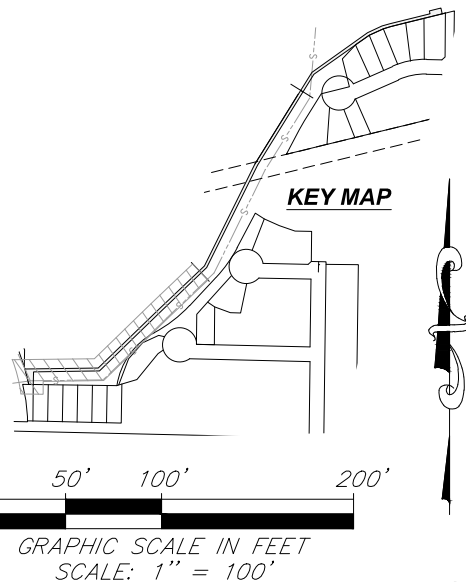
Wayne C. Terry
04/21/2022



LEGEND

- P.O.B. = POINT OF BEGINNING
- P.O.R. = POINT OF REFERENCE
- R.O.W. = RIGHT-OF-WAY
- D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
- = DENOTES 5/8" STEEL ROD W/ CAP STAMPED "LJA SURVEYING" FOUND
- = DENOTES UNMARKED CORNER
- ⊙ = DENOTES SANITARY SEWER MAN-HOLE
- S--- = DENOTES EXISTING SANITARY SEWER LINE

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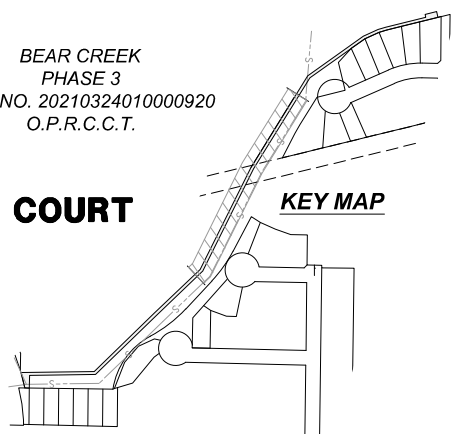
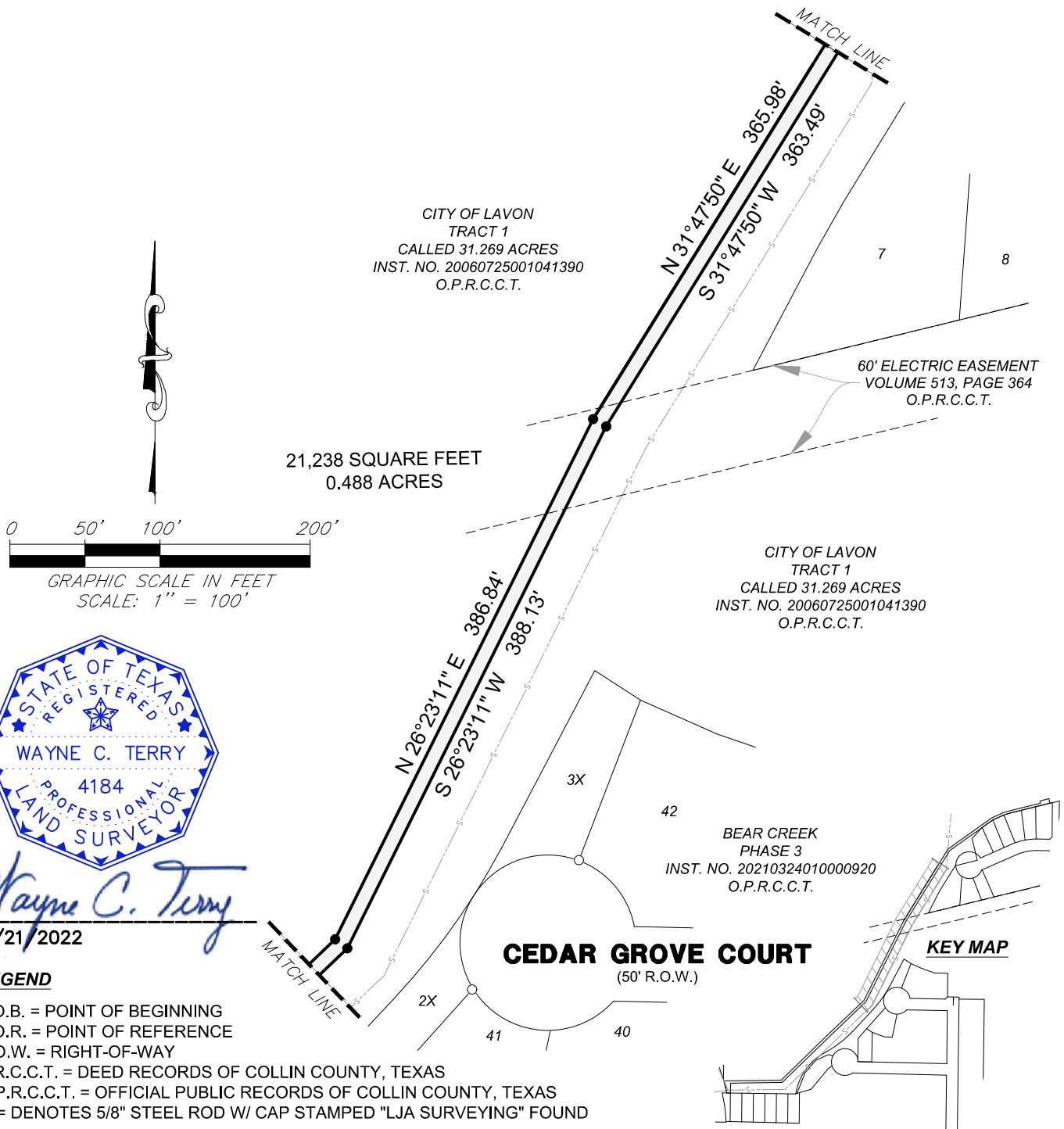
FEC-01

APRIL 2022	3047-22	Sheet 3 of 5
<div style="display: flex; justify-content: space-between;"> <div> rdelta ENGINEERS </div> <div> 618 Main Street Garland, TX 75040 Ph. (972) 494-5031 Fax (972) 487-2270 www.rdelta.com TBPE No. F-1515 TBPLS No. 10155000 </div> </div>		

EXHIBIT A

10' UTILITY EASEMENT

PART OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 CITY OF LAVON, COLLIN COUNTY, TEXAS



FEC-01

APRIL 2022	3047-22	Sheet 4 of 5
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r.delta
ENGINEERS

618 Main Street
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EXHIBIT A

10' UTILITY EASEMENT

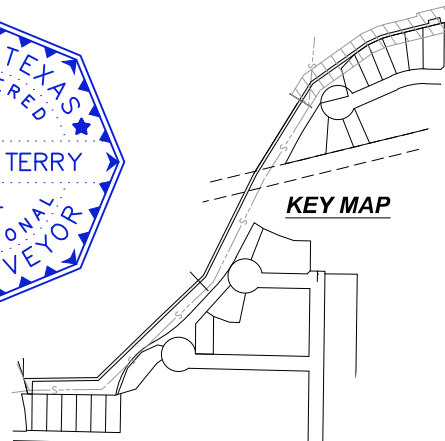
PART OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 CITY OF LAVON, COLLIN COUNTY, TEXAS

Line Table		
Line #	Direction	Length
L2	N65° 30' 36"E	54.19'
L3	N73° 29' 03"E	27.44'
L4	N76° 09' 01"E	140.66'
L5	N13° 50' 59"W	10.00'
L6	N76° 09' 01"E	40.00'
L7	S13° 50' 59"E	20.00'
L8	N76° 09' 01"E	11.36'
L9	S76° 09' 01"W	63.98'
L10	S76° 09' 01"W	64.22'
L11	S76° 09' 01"W	52.22'
L12	S73° 29' 03"W	26.51'
L13	S65° 30' 36"W	52.54'



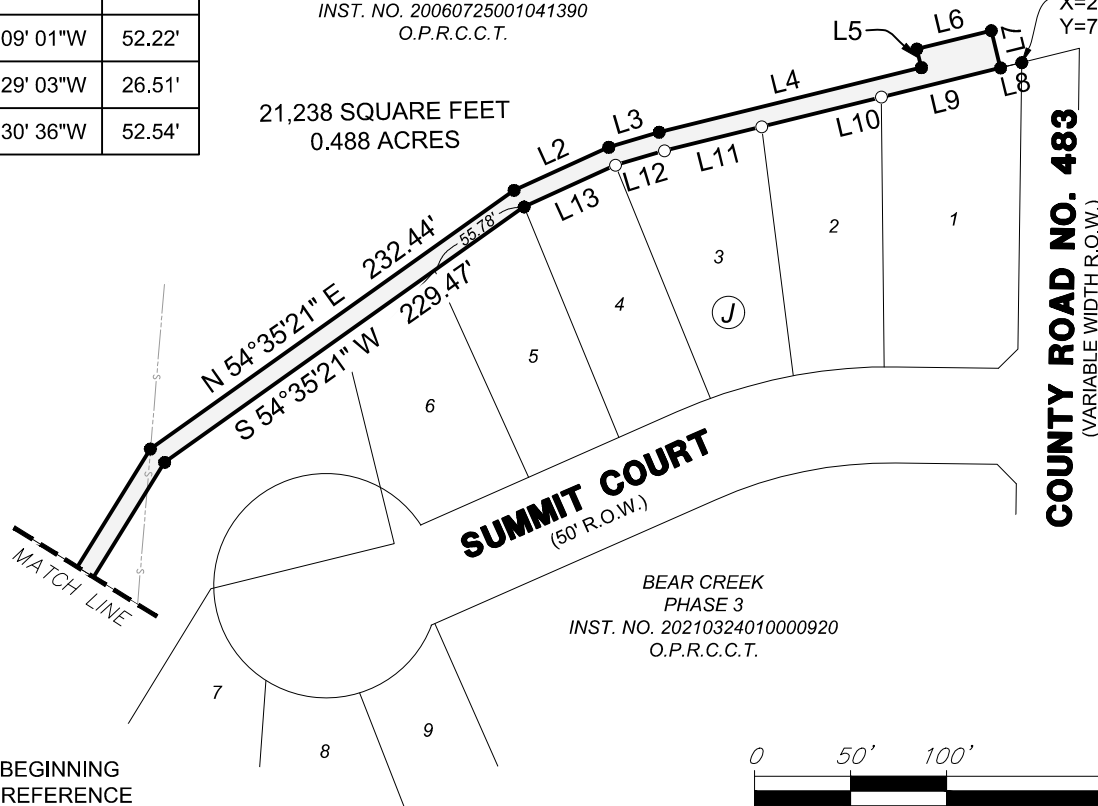
Wayne C. Terry
04/21/2022

CITY OF LAVON
TRACT 1
CALLED 31.269 ACRES
INST. NO. 20060725001041390
O.P.R.C.C.T.



P.O.R.
X=2,602,040.29
Y=7,058,776.75

21,238 SQUARE FEET
0.488 ACRES



LEGEND

- P.O.B. = POINT OF BEGINNING
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GRAPHIC SCALE IN FEET
SCALE: 1" = 100'

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APRIL 2022	3047-22	Sheet 5 of 5
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CITY OF LAVON

Agenda Brief

MEETING: August 2, 2022

ITEM: 6 - A

Item:

Discussion and action regarding the regarding street naming update project involving CR 484 and portions of CR 483, CR 485, Lake Rd., Geren Dr., and Windmill Dr.

Background:

Redundant intersection names and confusing street-naming references affect public safety response and driver convenience. The current city street network contains two intersections where separate geographic locations have the same cross-street names.

Furthermore, upon the voluntary request of property owners, state law requires the City to annex the adjacent county road. Consequently, those road sections are no longer owned and maintained by Collin County and the county road street name creates confusion.

Lastly, naming future road alignments provided for in the Thoroughfare Plan improves ease of reference for capital improvement planning and project identification.

Acute consideration was given to street naming changes that affect occupied property addresses and every effort to avoid any disruption has been made.

The city staff recommends the changes listed below and shown on the attached illustration:

- 1) Rename Geren Dr./CR 484/Windmill Dr. – Traditions Dr. (1 affected property address)
- 2) Rename CR 484 and name future alignment – Grand Ave. (maintaining CR 484 for 14 affected county properties)
- 3) Rename section of CR 483 – extend Rosewood Dr. (no affected property addresses)
- 4) Rename a portion of CR 485, a portion of CR 483 and new thoroughfare – Lavon Trail Pkwy. (maintaining CR 485 for 2 affected county properties)
- 5) Rename a portion of CR 483 – extend Presidents Blvd. (no affected property addresses)
- 6) Rename a portion of Lake Rd. near intersection with Exxon and Domino's – Lakeway Dr. (1 affected commercial property address and 2 residential property addresses)
- 7) Rename a portion of CR 483 near intersection with CR 484 and future thoroughfare – Bluff Creek Rd. (no affected property addresses)

Financial Consideration:

Costs associated with updating street names includes the purchase of street signs, mailing notifications, and map updates.

Staff Notes:

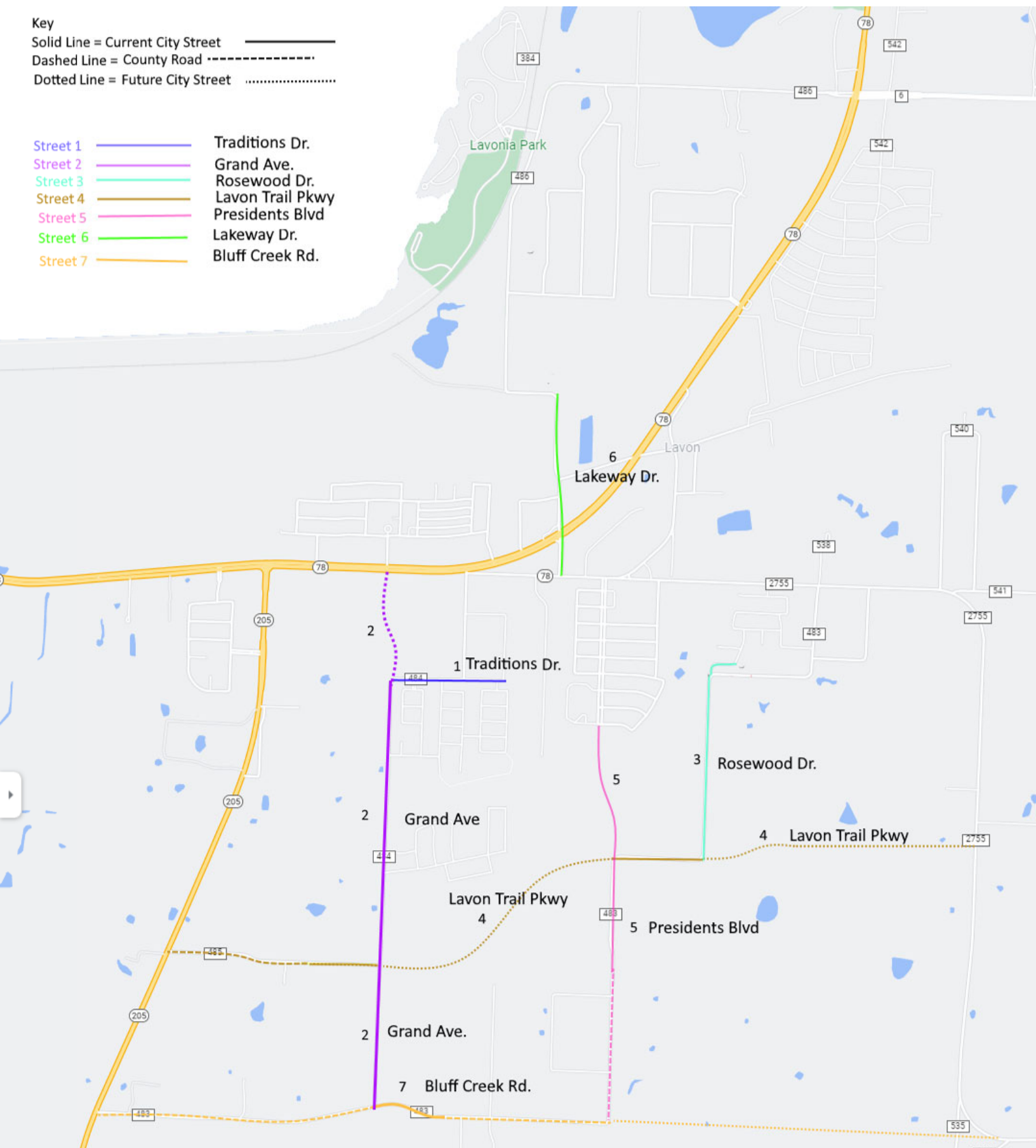
Approval is recommended.

- Attachments:**
- 1) Map exhibit with proposed street names
 - 2) Collin County Process Outline

Key

Solid Line = Current City Street _____
 Dashed Line = County Road - - - - -
 Dotted Line = Future City Street

Street 1	_____	Traditions Dr.
Street 2	_____	Grand Ave.
Street 3	_____	Rosewood Dr.
Street 4	_____	Lavon Trail Pkwy
Street 5	_____	Presidents Blvd
Street 6	_____	Lakeway Dr.
Street 7	_____	Bluff Creek Rd.



Re-name & re-address Numbered roads with partial annexation – per City’s address grid

County addressing policy states that once a city has annexed on both sides anywhere along a CR, the remaining rural sections can then be re-named and re-addressed according to the city’s address method, to maintain consistency in 9-1-1 addressing between the city and rural sections of the road.

This may also be applied to FMs and State Highways, etc – for improving 9-1-1 Addressing as cities grow.

First an ordinance by the city to rename the annexed sections of Numbered roads for 9-1-1. The effective-date may be coordinated to match the rural change approval by the commissioners court.

Then the Rural Addressing Office makes the request to the Collin County Commissioners Court (meets twice a month) - to rename the rural sections of the CR #’d roads, and re-address the rural properties.

City procedure:

- > Sixth week before the proposed commissioners court date for rural changes:
 - 1) Prepare a list of the current city addresses on the CR #’d road to be changed, and plan their new city-grid addresses - we can make a map for you to reference.
 - 2) Prepare list of city 9-1-1 street-range database (MSAG) changes – we can make a list of estimated MSAG changes for you to doublecheck.
 - 3) Pass the ordinance to change CR #’d road city addresses to be changed per the city’s address grid, to be effective in coordination with the proposed commissioners court date.
 - 4) Send announcement letters to affected city property owners on the CR #’d road, with effective date.

Rural/County procedure:

- > Fifth week before the proposed commissioners court date – QC with city at each of these steps:
 - 1) Prepare list of current rural addresses to be changed, and estimate new city-grid address numbers.
 - 2) Prepare mailing list for affected rural property owners (using current appraisal district parcels).
 - 3) Prepare list of 9-1-1 street-range database (MSAG) changes – QC for rural and city.
- > Fourth week before the commissioners court date:
 - 4) Mail official notice to rural property owners about the change request for their road name/addresses and the date of the Commissioners Court court session in case they would like to attend. Send the list of *proposed* address changes to USPS, CCAD, NCT911, and the County Commissioner.
- > Second week before the commissioners court date:
 - 5) Submit the Agenda Request with supporting documents (city’s ordinance, copies of the letters to rural property owners, maps showing current addresses and the city address grid, etc).
- > After receiving the court order # (usually within a day or two after the court session):
 - 6) Mail rural address change approval letters to rural property owners and the local Post Office.
 - 7) Request the MSAG changes and TN/address changes on NCTCOG web 9-1-1 dbms, or send Roads GIS to Melissa Tutton at NCT911.
 - 8) Update GIS.
 - 9) Notify the Collin Central Appraisal District (CCAD) and county departments – the Sheriff’s office, Development Services, Public Works (change road signs for county-maintained sections of roads).



CITY OF LAVON

Agenda Brief

MEETING: August 2, 2022

ITEM: 6 - B

Item:

Receive report and discuss the Home Rule Charter Commission progress drafting a home rule charter.

Background:

The Home Rule Charter Commission has met three times and continues making steady progress drafting the City of Lavon's first home rule charter.

If the process continues on schedule, on August 16, 2022 the Commission plans to present a draft charter to the City Council for acceptance with a recommendation to call a special election on November 8, 2022. If the draft is not yet completed, the Commission will work to present a draft for the May 6, 2023 uniform election date.

Home Rule Charter Development Process

- 1 City Council's appointment of Home Rule Charter Commission
- 2 Mayor's appointment of Chairman of the Home Rule Charter Commission
- 3 Identification of regular meeting time
- 4 Kick-Off Meeting with City Attorney
- 5 Charter Commission drafts the proposed charter
- 6 Charter Commission delivers the proposed charter
- 7 City Council receives the proposed charter
- 8 City Council to adopt an ordinance to call a charter election - a special election
- 9 Thirty days prior to election, mail proposed charter to each registered voter in the city
- 10 Home Rule Charter Election

Key Dates

8/22/2022 Last day to order November 8, 2022 Special Election

11/8/2022 Special Election

2/17/2023 Last day to order May 6, 2023 Special Election

5/6/2023 Special Election



CITY OF LAVON

Agenda Brief

MEETING: August 2, 2022

ITEM: 7

Item:

BUDGET WORK SESSION

Discussion regarding the regulatory requirements, financial status for current fiscal year, budget calendar, anticipated commitments, departmental service levels, fee schedule, Capital Improvements Plan (CIP) updates, FY 2021-22 projections, and proposed revenues and expenditures for FY 2022-23.

Attachments: Materials to be distributed at the meeting:

Budget Worksheets