



**AGENDA**  
**SEPTEMBER 19, 2023**  
**LAVON CITY COUNCIL**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**REGULAR MEETING**  
**6:30 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. PROCLAMATIONS**  

National Night Out October 3, 2023

Fire Prevention Week October 8-14 2023

National Breast Cancer Awareness Month October 2023
- 6. CONSENT AGENDA**  
*Consent items are considered routine or non-controversial and will be voted on in one motion unless a separate discussion is requested by a member.*
  - A.** Approve the minutes of the September 5, 2023 meeting.
  - B.** Approve Resolution No. 2023-09-08 approving and authorizing the execution of an Interlocal Agreement with Collin County for Child Abuse, Investigation Services and Law Enforcement Services; and providing an effective date.
- 7. ITEMS FOR CONSIDERATION**
  - A.** Discussion and action regarding a Petition for Disannexation from the extraterritorial jurisdiction of the City of Lavon of 2.805 acres situated southeast of the intersection of CR 535 and FM 2755 and Ordinance No. 2023-09-04 disannexing the herein described territory from the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, and adjusting the boundary limits of said extraterritorial jurisdiction so as to exclude the described property from within the extraterritorial jurisdiction; providing instructions for filing this ordinance and for correcting the official map and boundaries of said city; providing severability and cumulative clauses; and providing an effective date.
  - B.** Discussion and action regarding Resolution No. 2023-09-09 approving and authorizing the execution of Change Order No. 2 to the construction contract with Rebcon, L.L.C. for the City of Lavon Lake Road Phase 1 Paving (CIP-16) Construction Project in an amount not to exceed \$41,120.00 for a thicker concrete section at the SH 78 intersection as required by TxDOT; and providing an effective date.
  - C.** Discussion and action regarding Resolution No. 2023-09-10 adopting a policy prohibiting the installation or use of TikTok or related social media services on city devices or for use of the application for official city-related business pursuant to Texas Senate Bill No. 1893.
  - D.** Discussion and action regarding Resolution No. 2023-09-11 allocating funds for an Outdoor Fitness Court ® as part of the 2023 National Fitness Campaign.
  - E.** Discussion and action regarding Ordinance No. 2023-09-05 to amend the fee schedule adopted by Ordinance No. 2023-08-10 to adjust the commercial sanitary sewer tap fee.

- F. Discussion and action regarding an Interlocal Cooperation Agreement for Fire and Emergency Medical Services with the Collin County Municipal Utility District No. 5 for the Hillstead and parcHAUS Additions.

## **8. DEPARTMENT REPORTS**

*Members may receive and discuss the reports.*

- A. Police Services – Service, activity, programs, and administration report
- B. Fire Services – Service, activity, programs, and administration report
- C. Public Works Services – utilities, capital projects, public works, and street maintenance report
- D. Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; finance reports; TxDOT Projects report; and administration and staff report

## **9. EXECUTIVE SESSION**

In accordance with the Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) pursuant to Section 551.071 (2) consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter for the provision of municipal services in an unincorporated area and pursuant to Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

## **10. RECONVENE INTO REGULAR SESSION**

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

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

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

October 3, 2023 – Cancel meeting for National Night Out

October 17, 2023 – Regular Meeting

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

This is to certify that this Agenda was duly posted on the City’s website at [www.cityoflavon.com](http://www.cityoflavon.com) and at City Hall and on or before 6:00 PM on September 15, 2023.

*/ Rae Norton /*

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Rae Norton, City Secretary

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.



# **PROCLAMATION**

## **City of Lavon, Texas**

**“National Night Out – October 3, 2023”**

**WHEREAS**, National Association of Town Watch (NATW) is a non-profit organization dedicated to the development and promotion of various crime prevention programs; and

**WHEREAS**, NATW first introduced National Night Out in 1984 and for 39 years, National Night Out has gained significant recognition for its efforts to curb crime, drugs, and violence in communities; and

**WHEREAS**, community partnerships between residents and public safety officers play a vital role in protecting residents' quality of life and safety as well as promote and protect property values in the City of Lavon; and

**WHEREAS**, on the evening of October 3, 2023, City of Lavon police officers and Lavon firefighters will gather with Lavon neighborhoods visiting with residents, sharing safety tips, fostering communication and cooperation, and establishing relationships;

**NOW THEREFORE**, be it proclaimed that Tuesday, October 3, 2023, shall be hereafter known as

### **National Night Out**

in the City of Lavon and all citizens are called upon to continue helping to make our community a safer and more enjoyable place to live, work, and play by participating in National Night Out activities.

**BE IT SO PROCLAIMED** this 19<sup>th</sup> day of September 2023.

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Vicki Sanson  
Mayor



# **PROCLAMATION**

## **City of Lavon, Texas**

### **“Fire Prevention Week 2023”**

**WHEREAS**, the City of Lavon is committed to ensuring the safety and security of all those living in and visiting Lavon; and

**WHEREAS** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

**WHEREAS**, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, Lavon’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, the 2023 Fire Prevention Week theme™, “**Pay attention to fire prevention!!**” effectively serves to educate the public about simple but important steps to help reduce the risk of fire when cooking at home, keeping themselves and those around them safe.

**NOW THEREFORE**, be it proclaimed that October 8-14, 2023, shall be hereafter known as

### **Fire Prevention Week**

throughout this city, and I urge all the residents of Lavon to plan and practice a home fire escape for Fire Prevention Week 2023 and to support the many public safety activities and efforts of Lavon’s fire and emergency services.

**BE IT SO PROCLAIMED** this 19<sup>th</sup> day of September 2023.

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Vicki Sanson  
Mayor





## **PROCLAMATION**

### **City of Lavon, Texas**

**“National Breast Cancer Awareness Month”**

**WHEREAS**, October 2023 marks the 38<sup>th</sup> anniversary of National Breast Cancer Awareness Month, a season to educate citizens about breast cancer and the importance of early detection through mammography; and

**WHEREAS**, considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

**WHEREAS**, death rates from breast cancer have been declining and these changes are thought to be the result of treatment advances, earlier detection through screening, and increased awareness; and

**WHEREAS**, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screenings;

**NOW THEREFORE**, be it proclaimed that October 2023 shall be recognized as

### **National Breast Cancer Awareness Month**

in the City of Lavon and all citizens are called upon to be mindful of and proactive in the early detection and prevention of Breast Cancer.

**BE IT SO PROCLAIMED** this 19<sup>th</sup> day of September 2023.

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Vicki Sanson  
Mayor



**MINUTES  
SEPTEMBER 5, 2023  
LAVON CITY COUNCIL  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
REGULAR MEETING  
6:30 PM**

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ATTENDING: VICKI SANSON, MAYOR  
MIKE COOK, PLACE 2  
KAY WRIGHT, PLACE 3, MAYOR PRO TEM  
TED DILL, PLACE 4  
LINDSEY HEDGE, PLACE 5

ABSENT: JOHN KELL, PLACE 1

- 1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 6:30 P.M. AND ANNOUNCED A QUORUM PRESENT.**
- 2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MS. WRIGHT DELIVERED THE INVOCATION.**
- 3. ITEMS OF INTEREST/COMMUNICATIONS**

- NTFB Peanut Butter Drive September 1-30 with drop locations around the city and a virtual drive.
- National Night Out October 3, 2023, all done within individual neighborhoods.
- X-Treme Green October 14, 2023 - 8am-Noon
- Collin County Future Mobility Meeting at City Hall – October 19, 2023
- Fall Festival and Trick or Treat Street, October 21, 2023, 5pm-7pm at City Hall

**4. CITIZENS COMMENTS**

There were no citizen comments.

**5. CONSENT AGENDA**

- A. Approve the minutes of the August 15, 2023, meeting.**
- B. Approve Resolution No. 2023-09-01 approving a Negotiated Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2023 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. 2023-09-02 approving and authorizing the execution of Contract Amendment No. Seventeen (17) to extend the interlocal agreement with Collin County for animal control and animal shelter services for a one (1) year period from October 1, 2023 to September 30, 2024; and providing for an effective date.**
- D. Approve Resolution No. 2023-09-03 approving and authorizing the execution of sanitary sewer easements granted from Grand Heritage Homeowners Association and 78 Commercial East L.P. to the City of Lavon in the 78 Commercial East Addition east of Grand Heritage Boulevard; and providing an effective date.**

- E. Ratify interpretation of the definition of Fire Area as provided in Ordinance No. 2018-09-06, that adopted the 2018 International Fire Code, 2018 edition, Section 2 (c) Local Amendments, Chapter 2, Section 202 General Definitions allowing for the type of construction material, anticipated type of occupancy, and installation of plumbing fixtures for a project at 701 S. SH 78.
- F. Approve Ordinance No. 2023-09-01 amending Article 11.02.032 School Zones of the City of Lavon Code of Ordinances; providing for repealing, savings and severability clauses; providing for publication; and providing for an effective date.
- G. Approve Resolution No. 2023-09-04 approving and authorizing the execution of Change Orders to the construction contract with Mart, Inc. for the City of Lavon Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project for Change Orders: No. 005 Roll Off Pad for \$484.00 and No. 006 Engineering Fees not to exceed \$1,841.26; and providing an effective date.
- H. Approve Resolution No. 2023-09-05 approving and authorizing execution of the First Amendment to the Interlocal Cooperation Agreement for Jail Services with the City of Wylie; and providing for an effective date.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Kell)

## 6. ITEMS FOR CONSIDERATION

- A. Public Hearing to review the City's program performance including the actual use of Community Development Block Grant (CDBG) funds expended under Texas Department of Agriculture Contract CDV21-0092.

City Manager Kim Dobbs presented information regarding the use of Community Development Block Grant funds and completion of the Forder Court Improvement Construction Project. Ms. Dobbs advised that the public hearing is a final step in the process and no action is necessary.

Mayor Sanson opened the public hearing at 6:42 p.m. and invited comments regarding program performance. There being no comments, Mayor Sanson closed the public hearing at 6:42 p.m.

- B. Discussion, and action regarding the preliminary plat of the SMI Addition at 875 S. SH 78 consisting of 5.4545 acres out of the William H. Moore Survey, A-638, northeast of the intersection of SH 78 and Burleson Dr., Lavon, Collin County, TX (CCAD Property ID 2614354).

Ms. Dobbs presented information regarding the preliminary plat and a report from the Planning and Zoning Commission recommending approval. . Will Stephens, AMD Engineering, detailed the preliminary plat and answered questions.

**MOTION: APPROVE THE PRELIMINARY PLAT OF THE SMI ADDITION AT 875 S. SH 78 CONSISTING OF 5.4545 ACRES OUT OF THE WILLIAM H. MOORE SURVEY, A-638, NORTHEAST OF THE INTERSECTION OF SH 78 AND BURLESON DR., LAVON, COLLIN COUNTY, TX. SUBJECT TO CITY ENGINEER FINAL APPROVAL.**

MOTION MADE: WRIGHT

SECONDED: HEDGE

APPROVED: UNANIMOUS (Absent: Kell)

- C. Discussion, and action regarding the site plan and landscape plan for Starbucks on Lot 2, Block A of the SB Lavon Addition (also referred to as SMI Addition) on 0.895 acres of land, at 875 S. SH 78 generally northeast of the intersection of Burleson and SH 78, Lavon, Collin County, TX (CCAD Property ID 2614354).

Ms. Dobbs provided information regarding the site plan and landscape plan for Starbucks and Will Stephens, AMD Engineering, presented the site and landscape plan and answered questions. Ms. Dobbs provided a report from the Planning and Zoning Commission recommending approval.

**MOTION: APPROVE THE SITE PLAN AND LANDSCAPE PLAN FOR STARBUCKS ON LOT 2, BLOCK A OF THE SB LAVON ADDITION (ALSO REFERRED TO AS SMI ADDITION) ON 0.895 ACRES OF LAND, AT 875 S. SH 78 GENERALLY NORTHEAST OF THE INTERSECTION OF BURLESON AND SH 78, LAVON, COLLIN COUNTY, TX SUBJECT TO CITY ENGINEER AND PLANNER FINAL APPROVAL.**

MOTION MADE: DILL  
SECONDED: COOK  
APPROVED: UNANIMOUS (Absent: Kell)

- D. Discussion, and action regarding the site plan and landscape plan for the Cottages at Elevon on Lot 1, Block B of the Elevon West Commercial Addition, Phase 2, on 22.8 acres of land, west of the intersection of Elevon Parkway and Villas Drive, south of Bently Farms and Lakeridge Meadows, Lavon, Collin County, TX (CCAD Property ID 2868715).**

Ms. Dobbs provided information regarding the site plan and landscape plan for the Cottage at Elevon and Preston Hickman, ONM Living, presented details and answered questions regarding the request. Ms. Dobbs provided a report from the Planning and Zoning Commission recommending approval.

**MOTION: APPROVE THE SITE PLAN AND LANDSCAPE PLAN FOR THE COTTAGES AT ELEVON ON LOT 1, BLOCK B OF THE ELEVON WEST COMMERCIAL ADDITION, PHASE 2, ON 22.8 ACRES OF LAND, WEST OF THE INTERSECTION OF ELEVON PARKWAY AND VILLAS DRIVE, SOUTH OF BENTLY FARMS AND LAKERIDGE MEADOWS, LAVON, COLLIN COUNTY, TX. SUBJECT TO RESOLUTION OF ANY OUTSTANDING REVIEW COMMENTS AND APPROVAL OF REQUESTED ZONING AMENDMENTS.**

MOTION MADE: WRIGHT  
SECONDED: DILL  
APPROVED: UNANIMOUS (Absent: Kell)

- E. Discussion and action regarding the final plat of the Elevon Section 1, Phase 2C Addition consisting of 123 residential lots and 7 common area space tracts on 30.903 acres of land, situated in the Samuel M. Rainer Survey, A-740, north of the intersection of Dove Haven Way and Inspiration Grove in the extraterritorial jurisdiction of Lavon, Collin County, TX (CCAD Property ID 2855710).**

Ms. Dobbs provided information regarding the Elevon Section 1, Phase 2C Addition and a report from the Planning and Zoning Commission recommending approval. Daniel Dewey, JBI Partners, provided details. Ms. Dobbs noted that the final plat of the Elevon Section 1, Phase 2C addition conforms to all subdivision regulations.

**MOTION: APPROVE THE FINAL PLAT OF THE ELEVON SECTION 1, PHASE 2C ADDITION CONSISTING OF 123 RESIDENTIAL LOTS AND 7 COMMON AREA SPACE TRACTS ON 30.903 ACRES OF LAND, SITUATED IN THE SAMUEL M. RAINER SURVEY, A-740, NORTH OF THE INTERSECTION OF DOVE HAVEN WAY AND INSPIRATION GROVE IN THE EXTRATERRITORIAL JURISDICTION OF LAVON, COLLIN COUNTY, TX SUBJECT TO THE CITY ENGINEER APPROVAL.**

MOTION MADE: WRIGHT  
SECONDED: HEDGE  
APPROVED: UNANIMOUS (Absent: Kell)

- F. Discussion and action regarding the final plat of the Elevon, Section 1, Phase 3 Addition consisting of 175 residential lots, 1 school lot, and 8 open space lots on 79.184 acres of land situated in the Samuel M. Rainer Survey, A-740, east of the intersection of Inspiration Grove**

**and Hart Leaf Lane in the extraterritorial jurisdiction of Lavon, Collin County, TX (CCAD Property ID 2829214).**

Ms. Dobbs provided information regarding the final plat of the Elevon, Section 1, Phase 3 Addition, noted the final plat of the Elevon, Section 1, Phase 3 Addition conforms to all subdivision regulations, and provided a report from the Planning and Zoning Commission recommending approval.

**MOTION: APPROVE THE FINAL PLAT OF THE ELEVON, SECTION 1, PHASE 3 ADDITION CONSISTING OF 175 RESIDENTIAL LOTS, 1 SCHOOL LOT, AND 8 OPEN SPACE LOTS ON 79.184 ACRES OF LAND SITUATED IN THE SAMUEL M. RAINER SURVEY, A-740, EAST OF THE INTERSECTION OF INSPIRATION GROVE AND HART LEAF LANE IN THE EXTRATERRITORIAL JURISDICTION OF LAVON, COLLIN COUNTY, TX. SUBJECT TO CITY ENGINEER APPROVAL.**

MOTION MADE: DILL

SECONDED: HEDGE

APPROVED: UNANIMOUS (Absent: Kell)

- G. Discussion and action regarding the final plat of the Elevon, Section 2, Phase 2E Addition consisting of 263 residential lots and 4 open space lots on 56.659 acres of land situated in the Samuel M. Rainer Survey, A-740, northeast of the intersection of Elevon Parkway and Dewy Lake Place, Lavon, Collin County, TX (CCAD Property IDs 2850234 and 2850237).**

Ms. Dobbs provided information regarding the final plat of the Elevon, Section 2, Phase 2E Addition, noted that the final plat of the Elevon, Section 2, Phase 2E Addition conforms to all subdivision regulations, and provided a report from the Planning and Zoning Commission recommending approval.

**MOTION: APPROVE THE FINAL PLAT OF THE ELEVON, SECTION 2, PHASE 2E ADDITION CONSISTING OF 263 RESIDENTIAL LOTS AND 4 OPEN SPACE LOTS ON 56.659 ACRES OF LAND SITUATED IN THE SAMUEL M. RAINER SURVEY, A-740, NORTHEAST OF THE INTERSECTION OF ELEVON PARKWAY AND DEWY LAKE PLACE, LAVON, COLLIN COUNTY, TX. SUBJECT TO CITY ENGINEER APPROVAL.**

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Kell)

- H. Discussion and action regarding acceptance of the public infrastructure for the Elevon, Section 2, Phase 2D Addition.**

Ms. Dobbs provided information regarding the request and Daniel Dewey, JBI Partners, detailed the walk through of the public infrastructure.

**MOTION: ACCEPT THE PUBLIC INFRASTRUCTURE FOR THE ELEVON, SECTION 2, PHASE 2D ADDITION.**

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Kell)

- I. Discussion and action regarding Resolution No. 2023-09-06 approving and authorizing the execution of sanitary sewer easements, pedestrian access easements, and drainage easements granted from MA Land Holdings, L.L.C. and 78 Straddle L.P. to the City of Lavon related to Elevon Parkway, Elevon East Commercial area, and Elevon West Commercial Addition; and providing an effective date.**

Daniel Dewey, JBI Partners, provided information regarding the sanitary sewer, pedestrian access and drainage easements related to Elevon Parkway, Elevon East Commercial area and Elevon West Commercial addition.

**MOTION: APPROVE RESOLUTION NO. 2023-09-06 APPROVING AND AUTHORIZING THE EXECUTION OF SANITARY SEWER EASEMENTS, PEDESTRIAN ACCESS**

**EASEMENTS, AND DRAINAGE EASEMENTS GRANTED FROM MA LAND HOLDINGS, L.L.C. AND 78 STRADDLE L.P. TO THE CITY OF LAVON RELATED TO ELEVON PARKWAY, ELEVON EAST COMMERCIAL AREA, AND ELEVON WEST COMMERCIAL ADDITION; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: DILL  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Kell)

**J. Discussion and action regarding acceptance of the public infrastructure for the Elevon Parkway Addition.**

Ms. Dobbs provided information regarding the request and Daniel Dewey, JBI Partners, detailed the addition.

**MOTION: ACCEPT THE PUBLIC INFRASTRUCTURE FOR THE ELEVON PARKWAY ADDITION.**

MOTION MADE: WRIGHT  
SECONDED: COOK  
APPROVED: UNANIMOUS (Absent: Kell)

**K. Discussion and Action regarding Resolution No. 2023-09-07 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.**

Ms. Dobbs provided information regarding the annual review of the Investment Policy for the city. Patty Parks, Parks Reconciliation Services was available for questions.

**MOTION: APPROVE RESOLUTION NO. 2023-09-07 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 SAVINGS AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

MOTION MADE: COOK  
SECONDED: DILL  
APPROVED: UNANIMOUS (Absent: Kell)

**L. Discussion and action regarding Ordinance No. 2023-09-02 establishing residency regulations for registered sex offenders; prohibiting sex offenders from residing within 1,500 feet of a child safety zone; providing a savings and repealer clause; providing a severability clause; providing a penalty clause, and an effective date.**

Ms. Dobbs provided information regarding the proposed regulations.

**MOTION: APPROVE ORDINANCE NO. 2023-09-02 ESTABLISHING RESIDENCY REGULATIONS FOR REGISTERED SEX OFFENDERS; PROHIBITING SEX OFFENDERS FROM RESIDING WITHIN 1,500 FEET OF A CHILD SAFETY ZONE; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE, AND AN EFFECTIVE DATE.**

MOTION MADE: COOK  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Kell)

**M. Discussion and action regarding Ordinance No. 2023-09-03 amending Ordinance No. 2023-08-07 that approved and adopted a budget for the City for the fiscal year October 1, 2023, through September 30, 2024, to amend adopted revenues and expenditures of the Lavon Economic Development Corporation Fund budget; and declaring an effective date.**

Ms. Dobbs provided information regarding the amendment to the LEDC budget.

**MOTION: APPROVE ORDINANCE NO. 2023-09-03 AMENDING ORDINANCE NO. 2023-08-07 THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE LAVON ECONOMIC DEVELOPMENT CORPORATION FUND BUDGET; AND DECLARING AN EFFECTIVE DATE.**

MOTION MADE: HEDGE

SECONDED: DILL

APPROVED: UNANIMOUS (Absent: Kell)

**7. EXECUTIVE SESSION**

At 7:29 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, the Mayor recessed into Executive Session (closed meeting) pursuant to Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

**8. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 8:01 p.m. and stated no action was taken.

**MOTION AUTHORIZE A LAND PURCHASE CONTRACT TO BE EXECUTED PER DIRECTION PROVIDED IN EXECUTIVE SESSION SUBJECT TO FINAL LEGAL APPROVAL.**

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Kell)

**9. SET FUTURE MEETINGS AND AGENDA**

September 19, 2023 - Regular Meeting to start at 6:30 pm

October 3, 2023 – Cancel meeting for National Night Out

**12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:03 P.M.**

**DULY PASSED and APPROVED** by the City Council of Lavon, Texas, on this 19<sup>th</sup> day of September 2023.

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

**ATTEST:**

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



## CITY OF LAVON Agenda Brief

MEETING: September 19, 2023

ITEM: 6 – B

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**Item:**

**CONSENT AGENDA**

Approve Resolution No. 2023-09-08 approving and authorizing the execution of an Interlocal Agreement with Collin County for Child Abuse, Investigation Services and Law Enforcement Services.

**Background:**

In 2019 the City of Lavon entered into a contract with Collin County for the provision of law enforcement services for when the victim is less than 17 years of age. These services are typically unique and involve specialized training and skills.

This is the first renewal of the Interlocal Cooperation Agreement.

**Financial Implication:**

The proposed rate is unchanged from the current rate of \$1,500 per year. The funds are provided for in the Police Department operation budget.

***Staff Notes:***

The Police Department reports that the services provided by Collin County are exceptional. Renewal of the agreement is recommended subject to final legal approval.

**Attachments:** Resolution and Agreement



**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2023-09-08**

ILA – Collin County Child Abuse Law Enforcement Services

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,  
TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR CHILD  
ABUSE, INVESTIGATION SERVICES AND LAW ENFORCEMENT  
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, the City of Lavon and Collin County have the authority to enter into this Agreement under the Act; and

**WHEREAS**, in August 2019, the City Council of the City of Lavon entered into an Interlocal Agreement with Collin County for Child Abuse, Investigation Services and Law Enforcement Services; and

**WHEREAS**, upon full review and consideration of the First Amendment to the Interlocal Cooperation Agreement and all matters related thereto, the City Council is of the opinion and finds all the terms and conditions thereof should be approved and executed.

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

**SECTION 1.** That the City Council does hereby approve and authorize the execution of an Interlocal Agreement with Collin County for Child Abuse, Investigation Services and Law Enforcement Services, which is attached hereto and incorporated herein as “Exhibit A”;

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

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 19<sup>th</sup> day of September 2023.

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

**ATTEST:**

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2023-09-08**

**EXHIBIT A**

**INTERLOCAL AGREEMENT:  
CHILD ABUSE, INVESTIGATION SERVICES, LAW ENFORCEMENT SERVICES  
Contract 2023-405**

THIS AGREEMENT is entered into on October 1, 2023, by and between the City of Lavon (the “City”) and the Collin County, a political subdivision of the State of Texas (the “County”).

**Recitals**

**WHEREAS**, County performs law enforcement functions within Collin County.

**WHEREAS**, the City desires to obtain certain law enforcement services from the County that the City is authorized to provide.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contact with one or more units of local government to perform government functions and services; and

**NOW, THEREFORE**, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**Article I  
Definitions**

**1.01 Law Enforcement Services**

The term “Law Enforcement Services” means all services necessary for the County to provide the reporting, investigating and filing charges for special crimes.

**1.02 Special Crimes**

The term “Special Crimes” means criminal offenses, relating directly or indirectly, whereby the victim is less than 17 years of age and the crime is determined to be a State Jail Felony or above. Lower offenses may be worked with the approval of both parties.

**Article II  
Term**

**2.01 Term**

The term of this Agreement shall commence on October 1, 2023, and shall continue in full force and <sup>1</sup>effective thru September 30, 2027.

**2.02 Termination**

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

The parties agree that this Agreement will terminate immediately should the City not have an operating Police Force.


**Article III  
Services and Service Fees**

# Summary of Comments on City of Lavon Agreement - Child Abuse v2 CS 9.12.23.pdf

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Page: 1

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 Number: 1 Author: cameron Subject: Highlight Date: 9/12/2023 2:34:29 PM  
"effect"

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### **3.01 Services**

The County agrees to provide all law enforcement services relating to Special Crimes as described in Paragraph 1.02 of this Agreement. City shall pay for Sexual Assault Exams (normally, these Fees are reimbursed to the City, by the State of Texas) if required in addition to the Fees annotated in section 5.01: Law Enforcement Service Charge. Additional unusual investigative fees, upon City approval in each case, may be charged if required for prosecution.

### **3.02 Manner of Providing Services**

The Law Enforcement Services shall be provided by the County in the same manner and within the same response times as such services are provided by the County within its jurisdiction.

### **3.03 Use of Additional Personnel**

The County may utilize the services of individuals whose duties and responsibilities are related to detection, investigation and/or prosecution of violations associated with offenses described in paragraph 1.02 of this Agreement.

## **Article IV Exclusivity of Service**

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

## **Article V Compensation**


### **5.01 Law Enforcement Service Charge**

The payment is based upon the population estimates of the City and that population is based on the most recently published figures obtained from the North Central Texas Council of Governments. Law Enforcement Fees may be adjusted within the four (4) year contract period as needed, if deemed necessary due to population increase. On an annual basis, the City will pay \$1,500.00 to the County for providing the above mentioned services. The City will continue payment for any and all charges for services not described in this Agreement. County will invoice City each year for total amount due.

## **Article VI Notices**

**6.01** Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

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 Number: 1      Author: cameron      Subject: Highlight      Date: 9/12/2023 4:19:09 PM  
"by written agreement of the parties"

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**6.02** All communications provided for in this Agreement shall be addressed as follows:

if to the County, Copy to:  
County Purchasing Agent  
Purchasing Department  
2300 Bloomdale Road, Suite 3160  
McKinney, TX 75071

Collin County Administration  
Bill Bilyeu  
2300 Bloomdale #4142  
McKinney, TX 75071

if to the City, to:  
[1] Mayor, City of Lavon  
120 School Road  
P.O. Box 340  
Lavon, TX 75009

Or, to such person at such other address as may from time to time be specified in a notice given as provided in this [2] Section 9.

## **Article VII Miscellaneous**

### **7.01 Civil Liability**

[3] Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

[4] The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

### **7.02 Amendment**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

### **7.03 Controlling Law**


This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

### **7.04 Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provision of this Agreement.


## Page: 3

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"City Manager"

	Number: 2	Author: cameron	Subject: Highlight	Date: 9/12/2023 4:20:40 PM
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change to "Article VI"

	Number: 3	Author: cameron	Subject: Highlight	Date: 9/12/2023 4:23:13 PM
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Recommend this be deleted.

	Number: 4	Author: cameron	Subject: Highlight	Date: 9/12/2023 4:23:40 PM
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"To the extent allowed by law, the City..."



#### **7.05 Counterparts**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

#### **7.06 Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

#### **7.07 Expenses for Enforcement**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

#### **7.08 Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

#### **7.09 Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"COUNTY"

COLLIN COUNTY, TEXAS

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

Title: County Judge

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

"CITY"

CITY OF LAVON, TEXAS

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

Title: \_\_\_\_\_

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



## CITY OF LAVON Agenda Brief

**MEETING: September 19, 2023**

**ITEM: 7 - A**

---

**Item:**

Discussion and action regarding a Petition for Disannexation from the extraterritorial jurisdiction of the City of Lavon of 2.805 acres situated southeast of the intersection of CR 535 and FM 2755 and Ordinance No. **2023-09-04** disannexing the herein described territory from the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, and adjusting the boundary limits of said extraterritorial jurisdiction so as to exclude the described property from within the extraterritorial jurisdiction; providing instructions for filing this ordinance and for correcting the official map and boundaries of said city; providing severability and cumulative clauses; and providing an effective date.

**Background:**

**Section 42.001 PURPOSE OF EXTRATERRITORIAL JURISDICTION** of the Texas Local Government Code (LGC) states:

The legislature declares it the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

Pursuant to the Texas Local Government Code, Section 42.021, the extraterritorial jurisdiction (ETJ) of the City of Lavon is the unincorporated area that is contiguous to the corporate boundaries (city limits) within one mile of those boundaries.

In 2002, the City of Lavon and Collin County entered into a Plat Approval Agreement granting the City exclusive jurisdiction to regulate all subdivision plats in the ETJ in accordance with Chapter 212 of the LGC and the City's Subdivision Code.

On September 1, 2023, Texas Senate Bill No. 2038 went into effect and provides that a resident or owner of an area in a municipality's ETJ may file a petition to be released from the ETJ. For property released from a city's ETJ, the jurisdiction for enforcing Subdivision regulations reverts to the County pursuant to Chapter 232 of the LGC and the Collin County Subdivision and Development Codes.

On September 8, 2023, the owners of 2.805 acres partially located in the City of Lavon's ETJ filed a petition seeking to be released from the City of Lavon ETJ. The portion of the property that is not in the City of Lavon's ETJ is near but not included in the City of Fate's ETJ.

The petition did not meet the requirements of SB 2038 and the City Secretary informed the petitioners. A revised petition was filed on September 13, 2023 and the City Secretary verified the petition on the same day.

SB 2038 provides that upon verification of a complete petition, a city shall immediately release the area from the ETJ and if a city fails to take action to release the ETJ by the later of 45 days after the date the petition is received (October 28) or the next meeting of the city's governing body that occurs after the 30<sup>th</sup> day after the city receives the petition (October 17), the area is released by operation of law.

**Financial Consideration:**

There are no property tax implications or other meaningful financial implications for the City. If anything, the implication may be net positive as the costs of implementation of the Subdivision Code in the ETJ generally exceed the associated application fees.

***Staff Notes:***

Approval is recommended.

**Attachments:** 1) Proposed Ordinance No. 2023-09-04  
2) Petition  
3) Location Exhibits including City of Lavon ETJ and City Limits Map  
4) Texas Senate Bill No. 2038

**CITY OF LAVON**  
**ORDINANCE NO. 2023-09-04**

ETJ Disannexation – 2.805 acres

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, DISANNEXING THE HEREINAFTER DESCRIBED TERRITORY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND ADJUSTING THE BOUNDARY LIMITS OF SAID EXTRATERRITORIAL JURISDICTION SO AS TO EXCLUDE THE DESCRIBED PROPERTY FROM WITHIN THE EXTRATERRITORIAL JURISDICTION; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 13, 2023, the owners of the hereinafter defined Property, submitted a Petition requesting to be released from the City of Lavon extraterritorial jurisdiction (the “**ETJ**”), such Property described herein in **Exhibit “A”** and depicted in **Exhibit “B”**, each attached hereto and incorporated herein for all purposes (the “**Property**”); and

**WHEREAS**, in accordance with the provisions of Texas SB 2038, effective September 1, 2023, the City Secretary verified the Petition on September 13, 2023 and notified the landowners of the results of the Petition; and

**WHEREAS**, the City Council finds and determines that disannexation of the Property from Lavon’s ETJ is in the best interests of the citizens of Lavon.

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

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

**SECTION 2. Disannexation from ETJ.** The Property is hereby disannexed from the ETJ of Lavon, and the boundary limits of the ETJ of Lavon are hereby adjusted to exclude the Property from within the ETJ of Lavon.

**SECTION 3. Official Map.** The official map and boundaries of Lavon, previously adopted, are amended to exclude the Property from the ETJ of Lavon. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of Lavon to remove the disannexed Property as required by applicable law.

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

SECTION 5. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of Lavon except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 19<sup>th</sup> day of September 2023.

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

**ATTEST:**

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

## **EXHIBIT A**

### **Legal Description of the Property**

Property (including any improvements):

BEING all that tract of land in Collin County, Texas, out of the Drury Anglin Survey, A-2, and being part of that called 4.610 acres of land described in deed to Jen-y & Virginia Spearman as recorded in Volume 747, Page 311 of the Deed Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point in the center of County Road No. 535, and at the Northwest corner of that called 0.504 acres of land described in deed to Jennifer H. Brady and Bryan E. Brady as recorded under CC# 2022000068955 of the Official Public Records of Collin County, Texas, from which a 5/8 inch steel rod found bears South 88 degrees 20 minutes 18 seconds East, 25.00 feet for witness;

THENCE North 01 degrees 22 minutes 24 seconds East (Directional Control Line), 522.33 feet along the center of said County Road No. 535 to a 1/2 inch steel rod found on the Southwest line of F.M. Highway No. 2755, at the North corner of said 4.610 acres, and at point of non-tangent curve;

THENCE Southeasterly, 682.72 feet along said highway and a curve to the left having a radius of 863.51 feet and a central angle of 45 degrees 18 minutes 00 seconds (Chord bears South 40 degrees 30 minutes 37 seconds East, 665.08 feet) to a 5/8 inch steel rod set at the Northeast corner of said 4.610 acres, and at the Northerly most Northwest corner of that called 1.61 acres of land described in deed to Anthony & Kathleen Senase as recorded under CC# 20140320000260890 of the Official Public Records of Collin County, Texas;

THENCE South 01 degrees 12 minutes 42 seconds East, 151.43 feet to a 5/8 inch steel rod set at the Easterly most Southeast corner of said 4.610 acres, and at an ell corner of said 1.61 acres;

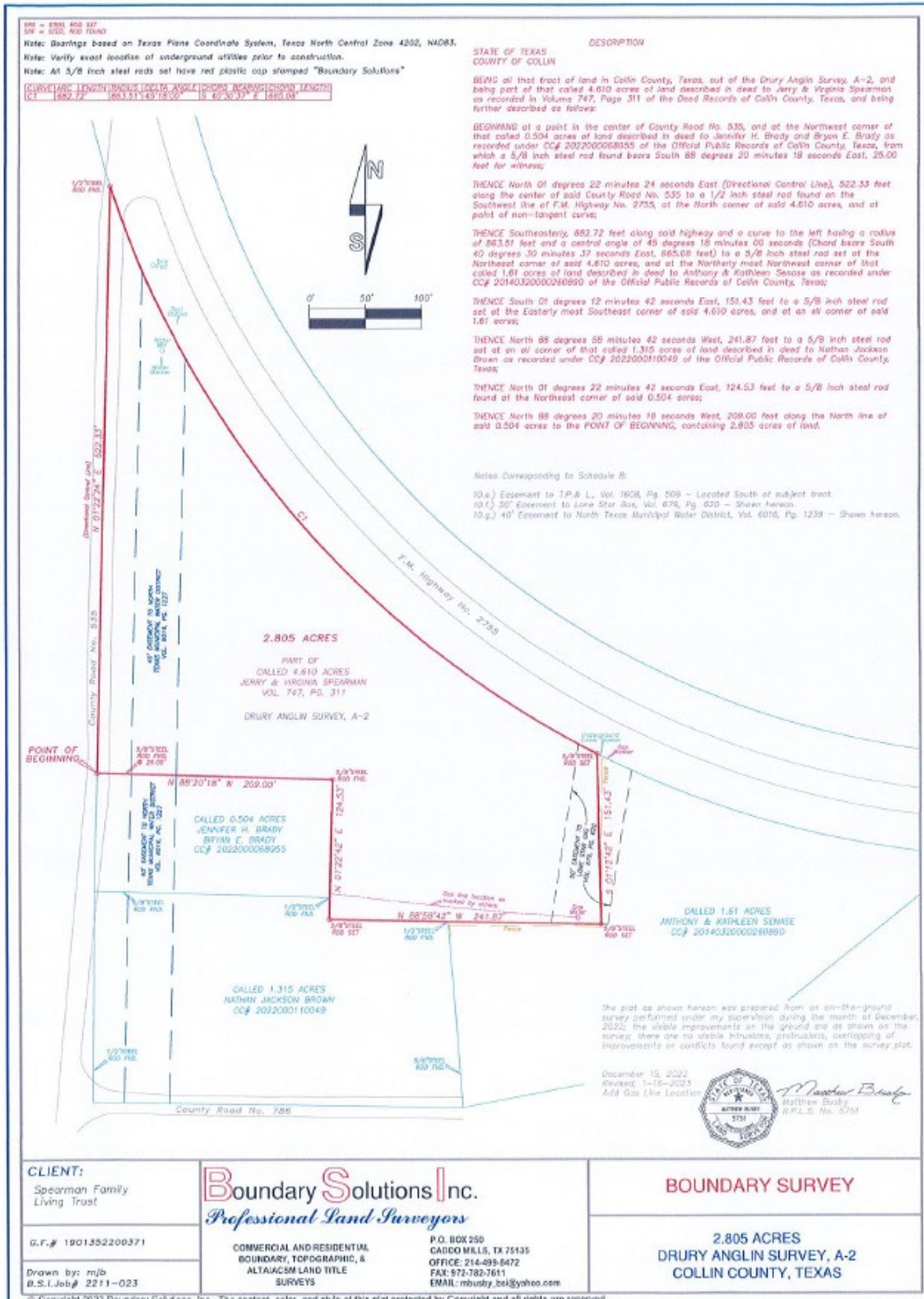
THENCE North 88 degrees 58 minutes 42 seconds West, 241.87 feet to a 5/8 inch steel rod set at an ell corner of that called 1.315 acres of land described in deed to Nathan Jackson Brown as recorded under CC# 2022000110049 of the Official Public Records of Collin County, Texas;

THENCE North 01 degrees 22 minutes 42 seconds East, 124.53 feet to a 5/8 inch steel rod found at the Northeast corner of said 0.504 acres;

THENCE North 88 degrees 20 minutes 18 seconds West, 209.00 feet along the North line of said 0.504 acres to the POINT OF BEGINNING, containing 2.805 acres of land.

Security: The note described above is secured by a Vendor's Lien retained in this Deed in favor of Community National Bank to the extent of \$195,000.00. The note is further secured by a Deed of Trust of even date from Grantee to William D. Stovall, Trustee.

# **EXHIBIT B** **Depiction of the Property**





## CERTIFICATE OF CITY SECRETARY

I, Rae Norton, City Secretary for the City of Lavon, Texas, hereby certify that I have reviewed and verified the Petition for the release from the City of Lavon Extraterritorial Jurisdiction for property located at TBD CR 535, Lavon, TX 75166-ABS A0002 DRURY ANGLIN SURVEY, SHEET 2, TRACT 30, 2.805 ACRES:

Number of petitioners: 3

Number of owners: 3

As provided in Texas Senate Bill No. 2038, a petition signature is valid when it contains the signature, signers' printed name, date of birth or voter registration number.

The petition is attached hereto.

Dated this 13<sup>th</sup> day of September, 2023



City of Lavon, Texas

Rae Norton  
Rae Norton, City Secretary



September 8, 2023

RECEIVED  
SEP 13 2023  
CITY OF LAVON

To Whom it May Concern,

Ownership is requesting release from the ETJ for their property located at:

TBD CR 535, Lavon, TX 75166  
ABS A0002 DRURY ANGLIN SURVEY,  
SHEET 2, TRACT 30, 2.805 ACRES

Included with this request are proof of ownership and a survey of the property.

Please be advised that only a portion of the property is included in ETJ.

Thank you,

  
Joel Boyd

Date of birth: 05/30/1987

Residential address: 2104 Fairway Vista Drive, McKinney, TX 75002

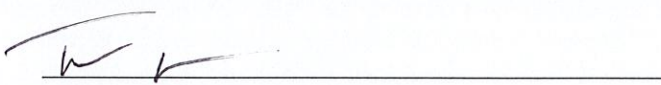
9-12-23  
Date

  
Josh Boyd

Date of birth: 01/26/1989

Residential address: 925 S Dallas Street, Van Alstyne, TX 75495

9-12-23  
Date

  
Nathan Boyd

Date of birth: 09/24/1985

Residential address: 1221 Skyflower Lane, Celina, TX 75009

9-12-23  
Date

**WARRANTY DEED WITH VENDOR'S LIEN**

**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.**

**Date:** August 16, 2023

**Grantor:** Jerry O. Spearman and Virginia J. Spearman, Trustees of the Spearman Family Living Trust, dated April 15, 2002, and Jerry O. Spearman and Virginia J. Spearman

**Mailing Address:** 1196 T L Townsend Dr Apt. 144  
Rockwall, TX 75087

**Grantee:** Joshua Boyd, Nathan Boyd, and Joel Boyd

**Grantee's Mailing Address:** 925 S Dallas Ave  
Van Alstyne, TX 75495

**Consideration:** \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, and a note of even date that is in the principal amount of \$195,000.00 is executed by Grantee, payable to the order of Community National Bank as therein provided in said note.

**Property (including any improvements):**

BEING all that tract of land in Collin County, Texas, out of the Drury Anglin Survey, A-2, and being part of that called 4.610 acres of land described in deed to Jerry & Virginia Spearman as recorded in Volume 747, Page 311 of the Deed Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point in the center of County Road No. 535, and at the Northwest corner of that called 0.504 acres of land described in deed to Jennifer H. Brady and Bryan E. Brady as recorded under CC# 2022000068955 of the Official Public Records of Collin County, Texas, from which a 5/8 inch steel rod found bears South 88 degrees 20 minutes 18 seconds East, 25.00 feet for witness;

THENCE North 01 degrees 22 minutes 24 seconds East (Directional Control Line), 522.33 feet along the center of said County Road No. 535 to a 1/2 inch steel rod found on the Southwest line of F.M. Highway No. 2755, at the North corner of said 4.610 acres, and at point of non-tangent curve;



THENCE Southeasterly, 682.72 feet along said highway and a curve to the left having a radius of 863.51 feet and a central angle of 45 degrees 18 minutes 00 seconds (Chord bears South 40 degrees 30 minutes 37 seconds East, 665.08 feet) to a 5/8 inch steel rod set at the Northeast corner of said 4.610 acres, and at the Northerly most Northwest corner of that called 1.61 acres of land described in deed to Anthony & Kathleen Senase as recorded under CC# 20140320000260890 of the Official Public Records of Collin County, Texas;

THENCE South 01 degrees 12 minutes 42 seconds East, 151.43 feet to a 5/8 inch steel rod set at the Easterly most Southeast corner of said 4.610 acres, and at an ell corner of said 1.61 acres;

THENCE North 88 degrees 58 minutes 42 seconds West, 241.87 feet to a 5/8 inch steel rod set at an ell corner of that called 1.315 acres of land described in deed to Nathan Jackson Brown as recorded under CC# 2022000110049 of the Official Public Records of Collin County, Texas;

THENCE North 01 degrees 22 minutes 42 seconds East, 124.53 feet to a 5/8 inch steel rod found at the Northeast corner of said 0.504 acres;

THENCE North 88 degrees 20 minutes 18 seconds West, 209.00 feet along the North line of said 0.504 acres to the POINT OF BEGINNING, containing 2.805 acres of land.

**Security:** The note described above is secured by a Vendor's Lien retained in this Deed in favor of Community National Bank to the extent of \$195,000.00. The note is further secured by a Deed of Trust of even date from Grantee to William D. Stovall, Trustee.

**Reservations from Conveyance:** NONE

**Exception to Conveyance and Warranty:** See attached Exhibit "A".

This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty and subject to the restrictive covenants, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors or assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, and successors or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.



**BORROWER'S STATEMENT**

<b>Settlement Date:</b> August 16, 2023 <b>Disbursement Date:</b> August 16, 2023 <b>Borrower:</b> Joshua Boyd 925 S Dallas Ave Van Alstyne, TX 75495  <b>Borrower:</b> Nathan Boyd 1221 Skyflower Ln Celina, TX 75009  <b>Borrower:</b> Joel Boyd 2104 Fairway Vista Dr McKinney, TX 75072  <b>Seller:</b> Jerry O. Spearman and Virginia J. Spearman, Trustees of the Spearman Family Living Trust, dated April 15, 2002 1196 T L Townsend Dr Apt. 144 Rockwall, TX 75087  <b>Seller:</b> Jerry O. Spearman and Virginia J. Spearman 1196 T L Townsend Dr Apt. 144 Rockwall, TX 75087  <b>Property:</b> 2.805 Ac FM 2755 Lavon, TX 75166 ABS A0002 DRURY ANGLIN SURVEY, SHEET 2, TRACT 30, 2.805 ACRES  <b>Lender:</b> Community National Bank PO Box 3903 Midland, TX 79702 <b>Loan Number:</b> 2505036	<b>Escrow Number:</b> 1901352300222 <b>Escrow Officer:</b> Baron Cook
--	--

		\$	DEBITS	\$	CREDITS
<b>FINANCIAL CONSIDERATION</b>					
Sale Price of Property			260,000.00		
Deposit or earnest money					2,000.00
Loan Amount	Community National Bank				195,000.00
Option Fee					250.00
<b>PRORATIONS/ADJUSTMENTS</b>					
County Taxes at \$8.89	01/01/23-08/16/23 (\$8.89 / 365 X 228 days)				5.55
<b>NEW LOAN CHARGES - Community National Bank</b>					
<b>Total Loan Charges: \$3,100.00</b>					
Processing Fees	Community National Bank		1,000.00		
Appraisal Fee	Community National Bank fbo Total Appraisal Mgmt		2,100.00		
<b>TITLE &amp; ESCROW CHARGES</b>					
Title - Courier/ Overnight Delivery Fee	J. Kent Newsom, Attorney		40.00		
Buyer / Document Printing					
Title - eRecording Fee - Buyer FBO	J. Kent Newsom, Attorney		10.71		
CSC e-Recording Services, Inc.					
Title - Escrow Fee/Settlement Fee	J. Kent Newsom, Attorney		400.00		
Title - Lender's Title Insurance	Lawyers Title Company		100.00		
(65.0000000% to J. Kent Newsom, Attorney)					
Not Yet Due and Payable Tax	Lawyers Title Company		5.00		
Amendment					
Title - State of Texas Policy Guaranty	Texas Title Insurance Guaranty Association		2.00		
Fee					
T-19 Restrictions, Encroachments,	Lawyers Title Company		66.65		
Minerals Endorsement (Residential					
Mtg) - 2014					
T-30 Amendment of Tax Exception	Lawyers Title Company		20.00		
(T-30, T-3 or deletion)					
T-36 Environmental Protection Lien	Lawyers Title Company		25.00		
Endorsement					
Policies to be issued:					
Loan Policy					
Coverage: \$195,000.00	Premium: \$100.00	Version: Loan Policy of Title Insurance			
		(T-2) - 2014			
<b>GOVERNMENT CHARGES</b>					
Recording Fees (\$168.00)	J. Kent Newsom, Attorney		138.00		


	\$	DEBITS	\$	CREDITS
<b>MISCELLANEOUS CHARGES</b>				
Document Preparation		McWhorter, Cobb and Johnson, LLP	500.00	
<b>Subtotals</b>			264,407.36	197,255.55
<b>Balance Due FROM Borrower</b>				<b>67,151.81</b>
<b>TOTALS</b>			264,407.36	264,407.36

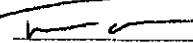
**APPROVED and ACCEPTED**

Borrower and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Borrower and Seller understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Borrower and Seller direct. The undersigned hereby authorizes Lawyers Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

  
 Joshua Boyd

  
 Nathan Boyd

  
 Joel Boyd

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
 Lawyers Title Company  
 Settlement Agent



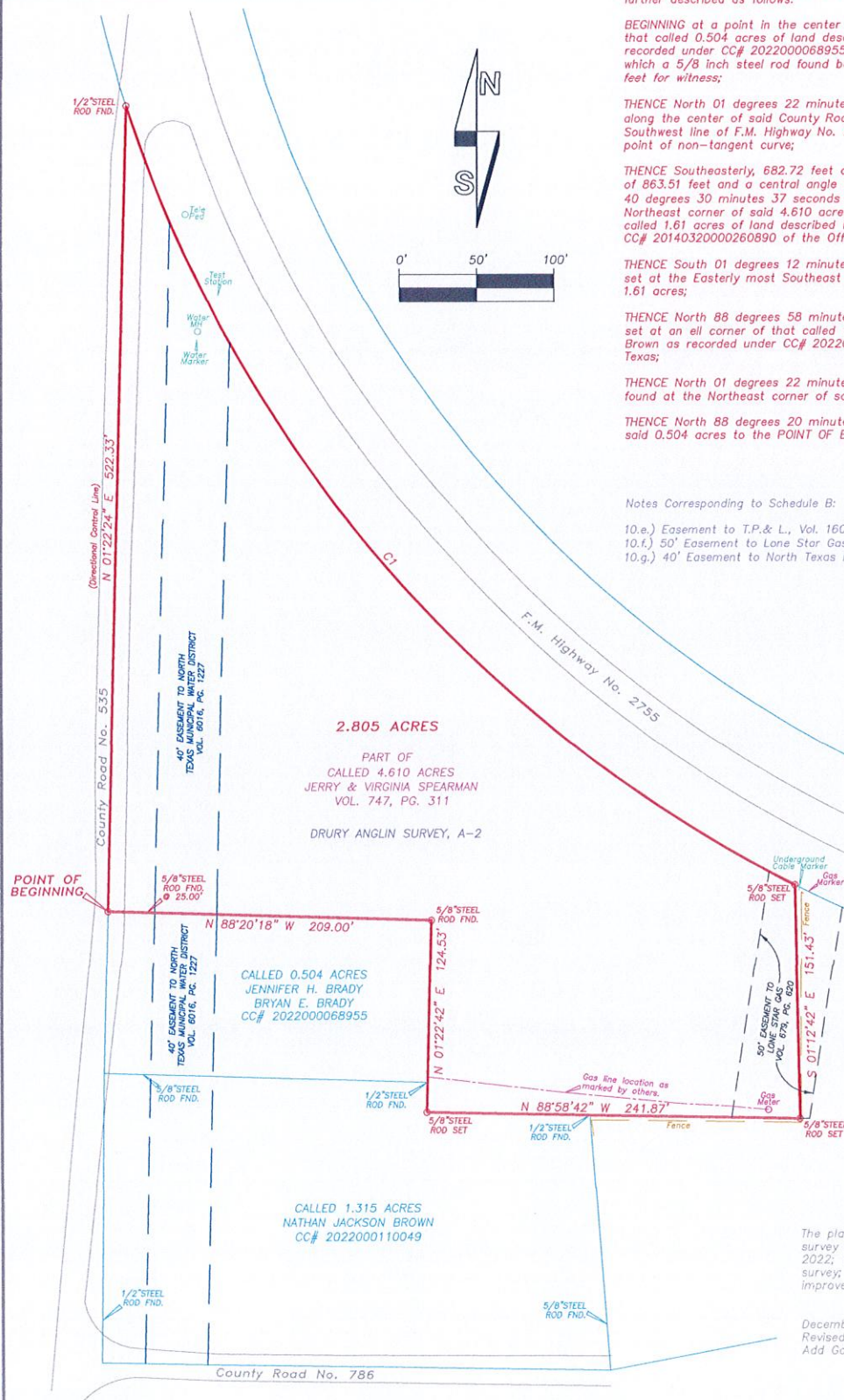
SRS = STEEL ROD SET  
SRF = STEEL ROD FOUND

Note: Bearings based on Texas Plane Coordinate System, Texas North Central Zone 4202, NAD83.

Note: Verify exact location of underground utilities prior to construction.

Note: All 5/8 inch steel rods set have red plastic cap stamped "Boundary Solutions"

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
CT	682.72'	863.51'	45°18'00"	S 40°30'37" E	665.08'



STATE OF TEXAS  
COUNTY OF COLLIN

#### DESCRIPTION

BEING all that tract of land in Collin County, Texas, out of the Drury Anglin Survey, A-2, and being part of that called 4.610 acres of land described in deed to Jerry & Virginia Spearman as recorded in Volume 747, Page 311 of the Deed Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point in the center of County Road No. 535, and at the Northwest corner of that called 0.504 acres of land described in deed to Jennifer H. Brady and Bryan E. Brady as recorded under CC# 2022000068955 of the Official Public Records of Collin County, Texas, from which a 5/8 inch steel rod found bears South 88 degrees 20 minutes 18 seconds East, 25.00 feet for witness;

THENCE North 01 degrees 22 minutes 24 seconds East (Directional Control Line), 522.33 feet along the center of said County Road No. 535 to a 1/2 inch steel rod found on the Southwest line of F.M. Highway No. 2755, at the North corner of said 4.610 acres, and at point of non-tangent curve;

THENCE Southeastly, 682.72 feet along said highway and a curve to the left having a radius of 863.51 feet and a central angle of 45 degrees 18 minutes 00 seconds (Chord bears South 40 degrees 30 minutes 37 seconds East, 665.08 feet) to a 5/8 inch steel rod set at the Northeast corner of said 4.610 acres, and at the Northerly most Northwest corner of that called 1.61 acres of land described in deed to Anthony & Kathleen Senase as recorded under CC# 2014032000260890 of the Official Public Records of Collin County, Texas;

THENCE South 01 degrees 12 minutes 42 seconds East, 151.43 feet to a 5/8 inch steel rod set at the Easterly most Southeast corner of said 4.610 acres, and at an ell corner of said 1.61 acres;

THENCE North 88 degrees 58 minutes 42 seconds West, 241.87 feet to a 5/8 inch steel rod set at an ell corner of that called 1.315 acres of land described in deed to Nathan Jackson Brown as recorded under CC# 2022000110049 of the Official Public Records of Collin County, Texas;

THENCE North 01 degrees 22 minutes 42 seconds East, 124.53 feet to a 5/8 inch steel rod found at the Northeast corner of said 0.504 acres;

THENCE North 88 degrees 20 minutes 18 seconds West, 209.00 feet along the North line of said 0.504 acres to the POINT OF BEGINNING, containing 2.805 acres of land.

#### Notes Corresponding to Schedule B:

- 10.e.) Easement to T.P. & L., Vol. 1608, Pg. 508 - Located South of subject tract.
- 10.f.) 50' Easement to Lone Star Gas, Vol. 679, Pg. 620 - Shown hereon.
- 10.g.) 40' Easement to North Texas Municipal Water District, Vol. 6016, Pg. 1239 - Shown hereon.

The plat as shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of December, 2022; the visible improvements on the ground are as shown on the survey; there are no visible intrusions, protrusions, overlapping of improvements or conflicts found except as shown on the survey plat.

December 15, 2022  
Revised, 1-16-2023  
Add Gas Line Location



Matthew Busby  
Matthew Busby  
R.P.L.S. No. 5751

#### CLIENT:

Spearman Family  
Living Trust

G.F.# 1901352200371

Drawn by: mjb  
B.S.I. Job# 2211-023

**Boundary Solutions Inc.**  
Professional Land Surveyors

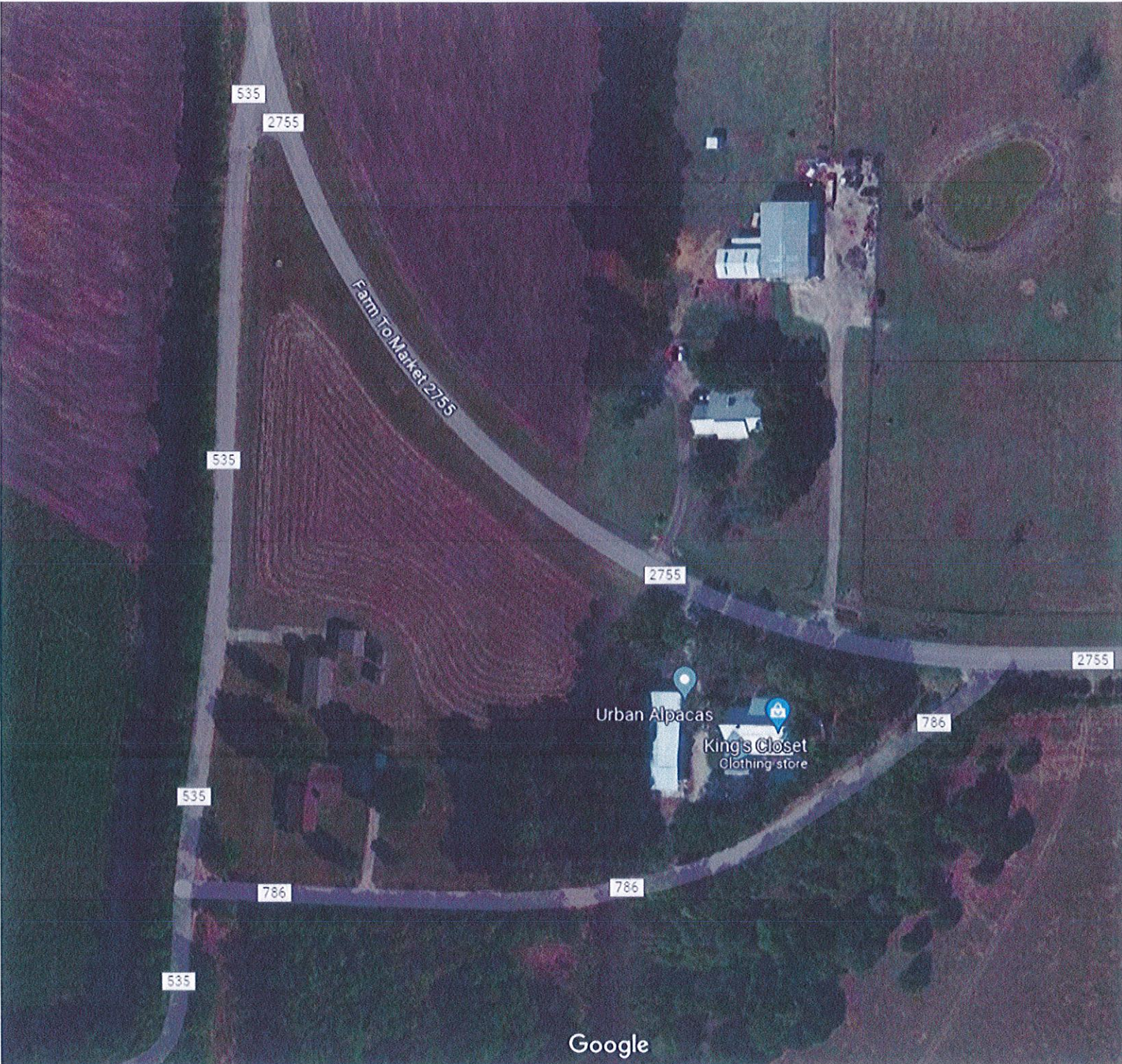
COMMERCIAL AND RESIDENTIAL  
BOUNDARY, TOPOGRAPHIC, &  
ALTA/ACSM LAND TITLE  
SURVEYS

P.O. BOX 250  
CADDO MILLS, TX 75135  
OFFICE: 214-499-8472  
FAX: 972-782-7611  
EMAIL: mjb@bsi@yahoo.com

#### BOUNDARY SURVEY

2.805 ACRES  
DRURY ANGLIN SURVEY, A-2  
COLLIN COUNTY, TEXAS







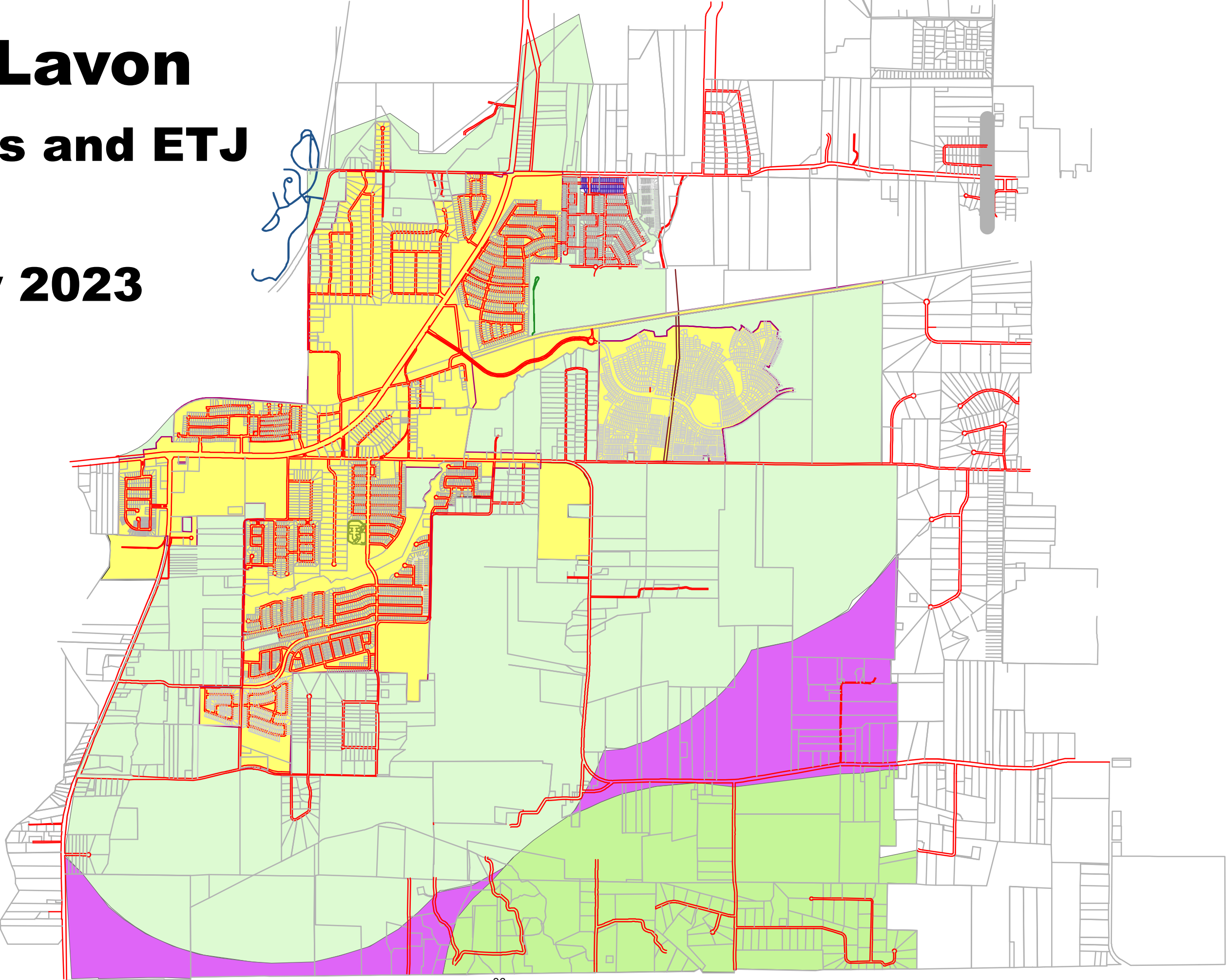
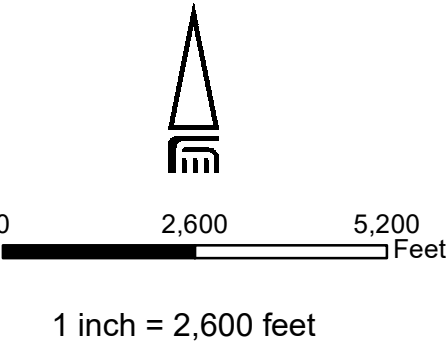
# City of Lavon

## City Limits and ETJ

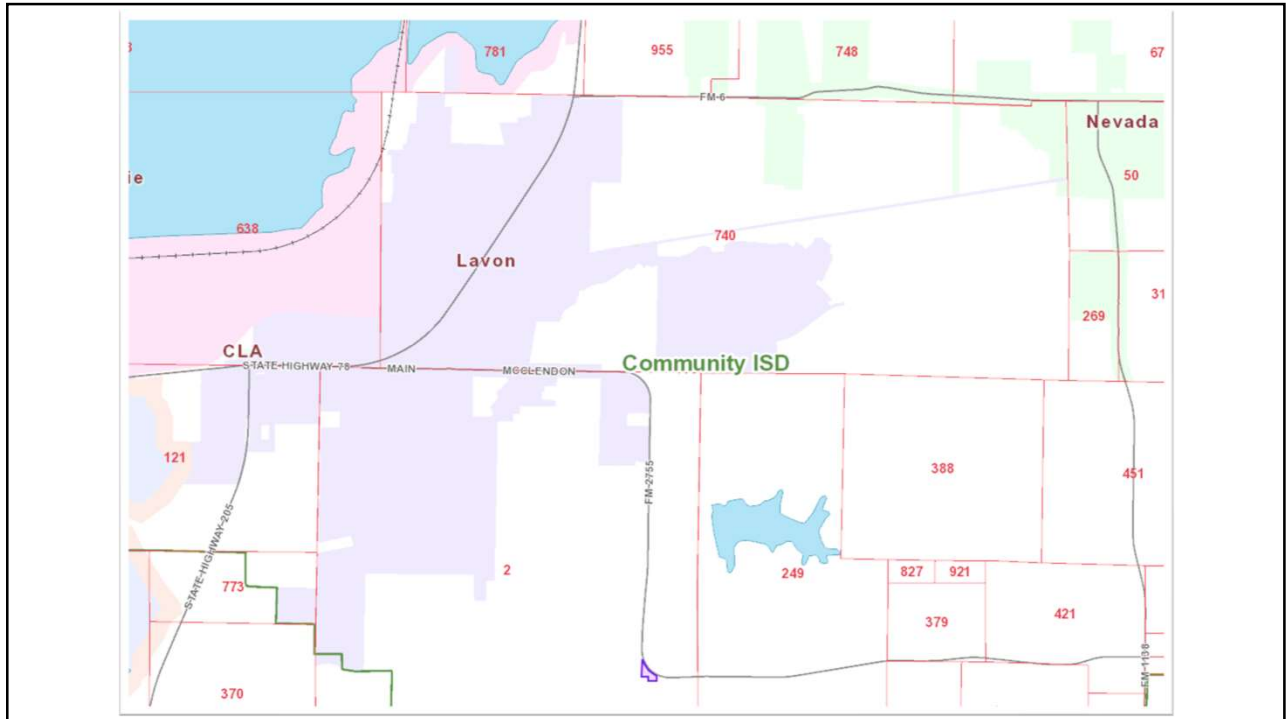
January 2023

### Legend

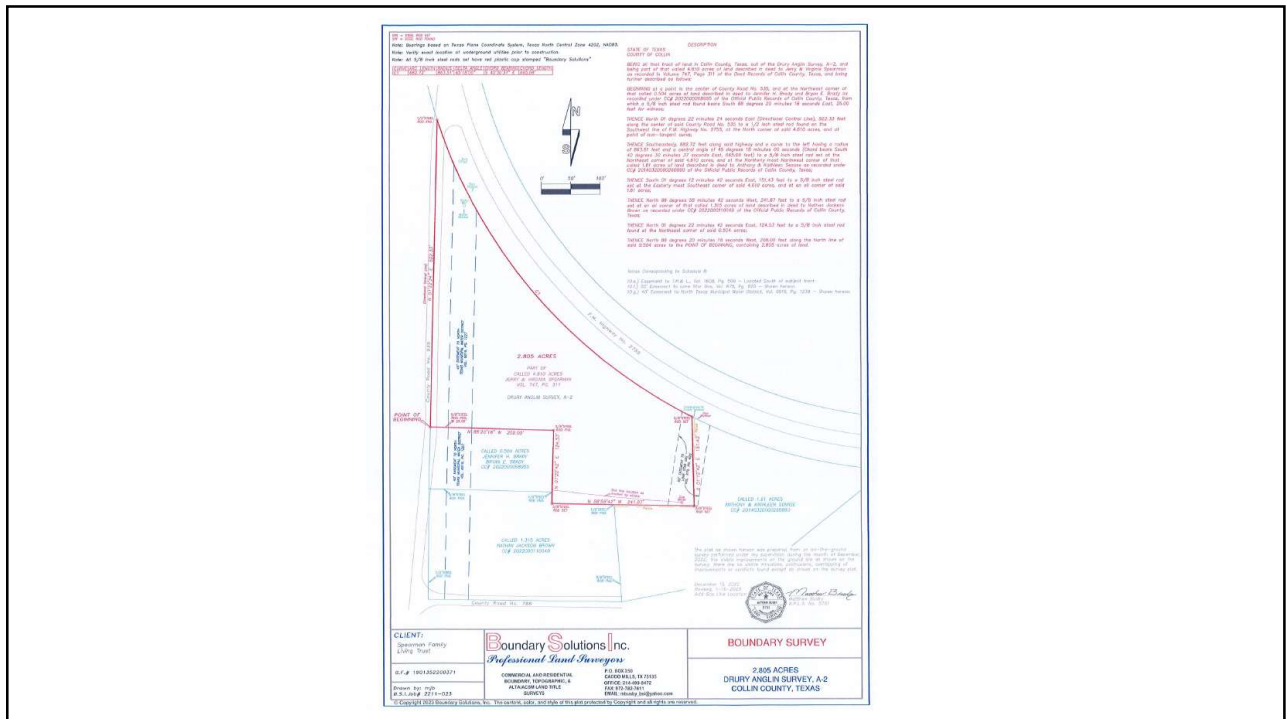
- City Limits Area (1)
- ETJ Area (6)
- <all other values> (0)
- FATE ETJ (1)
- LAVON PLANNING AREA (2)







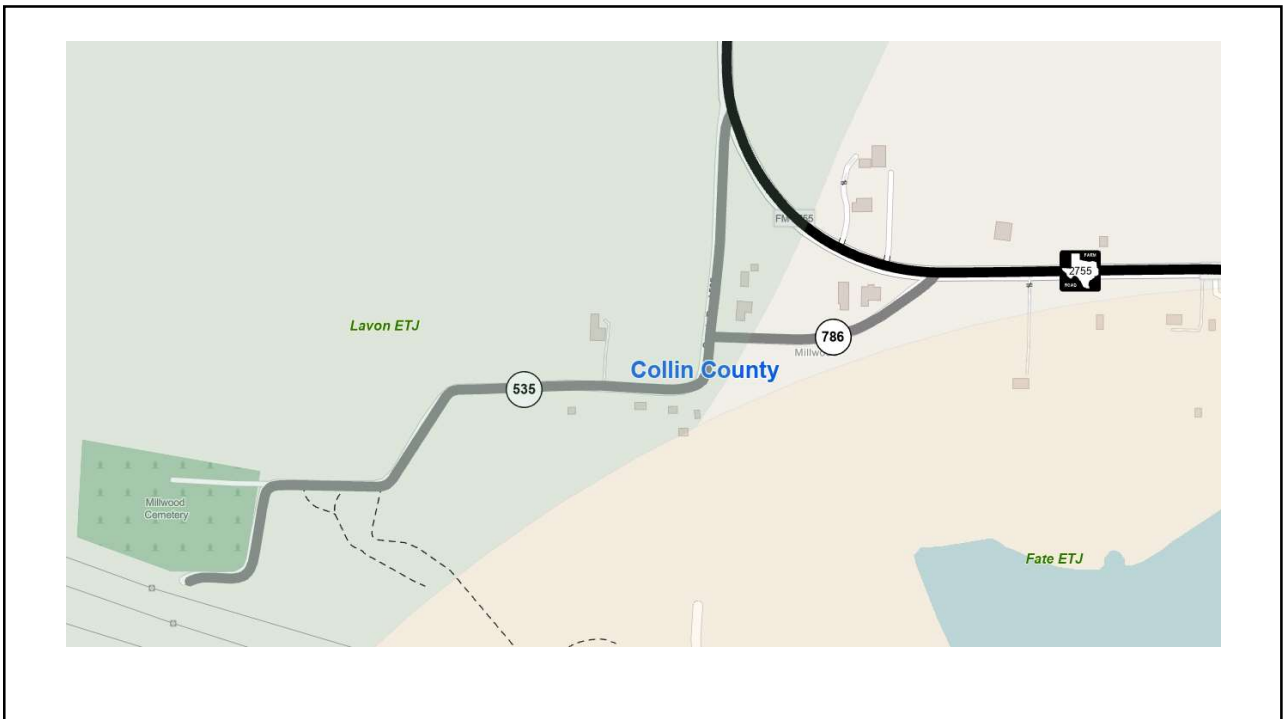
7



8



9



10

AN ACT

relating to release of an area from a municipality's extraterritorial jurisdiction by petition or election.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 42, Local Government Code, is amended by adding Subchapters D and E to read as follows:

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT

FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

SUBCHAPTER E. RELEASE OF AREA BY ELECTION FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.151. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training

program is conducted:

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county;

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Sec. 42.152. AUTHORITY TO REQUEST ELECTION FOR RELEASE.

(a) A resident of an area in a municipality's extraterritorial jurisdiction may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the second anniversary of the date the municipality receives a petition filed under Subsection (a).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Sec. 42.153. ELECTION. (a) Except as provided by Section 42.156, a municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.152.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Sec. 42.154. RESULTS OF ELECTION. (a) The governing body of a municipality shall canvass the election returns for an election held under this subchapter in accordance with Chapter 67, Election Code.

(b) Not later than 48 hours after the canvass of an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results of the election. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.152.

Sec. 42.155. RELEASE OF AREA AS RESULT OF ELECTION. (a) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(b) If the municipality fails to take action to release the area under Subsection (a) by the later of the next meeting of the municipality's governing body or the 15th day after the canvass date for the election, the area is released by operation of law.

(c) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Sec. 42.156. VOLUNTARY RELEASE. Instead of holding an election under Section 42.153, the municipality may voluntarily release the area for which the election is to be held from the municipality's extraterritorial jurisdiction before the date on which the election would have been held under Section 42.153(a).

SECTION 2. Section 42.021, Local Government Code, is amended by adding Subsection (e) to read as follows:

(e) An annexation commenced after January 1, 2023, does not expand the extraterritorial jurisdiction of a municipality unless contemporaneously with the annexation the owner or owners of the area that would be included in the municipality's extraterritorial jurisdiction as a result of the annexation request that the area be included in the municipality's extraterritorial jurisdiction.

SECTION 3. Section 242.001, Local Government Code, is amended by adding Subsection (j) to read as follows:

(j) If an area subject to an agreement under Subsection (c) is removed from a municipality's extraterritorial jurisdiction, the agreement is terminated as to the area and the county is the political subdivision authorized to regulate subdivisions in the removed area.

SECTION 4. A municipality shall release extraterritorial jurisdiction acquired from an annexation commenced after January 1, 2023, as necessary to comply with Section 42.021(e), Local Government Code, as added by this Act.

SECTION 5. This Act takes effect September 1, 2023.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I hereby certify that S.B. No. 2038 passed the Senate on April 27, 2023, by the following vote: Yeas 20, Nays 11; and that the Senate concurred in House amendments on May 8, 2023, by the following vote: Yeas 20, Nays 11.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 2038 passed the House, with amendments, on May 3, 2023, by the following vote: Yeas 127, Nays 18, one present not voting.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor



## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: September 19, 2023**

**ITEM: 7 – B**

---

**Item:**

Discussion and action regarding Resolution No. **2023-09-09** approving and authorizing the execution of Change Order No. 2 to the construction contract with Rebcon, L.L.C. for the City of Lavon Lake Road Phase 1 Paving (CIP-16) Construction Project in an amount not to exceed \$41,120.00 for a thicker concrete section at the SH 78 intersection as required by TxDOT; and providing an effective date.

**Background:**

On September 6, 2022, the City Council awarded a contract to Rebcon, L.L.C. for the Lake Road Phase 1 Paving (CIP-16) Construction Project in the amount of \$1,541,362.00. A preconstruction conference was conducted and a notice to proceed provided.

The TxDOT permit required for connecting Lake Road to the SH 78 intersection was received subsequent to the contract award. TxDOT requires a thicker section of concrete than was specified or bid. The proposed Change Order covers the added cost for the concrete.

**Financial Implications:**

Funding is available in the funds designated for capital improvements.

***Staff Notes:***

Approval is recommended.

**Attachments:**

- 1) Proposed Resolution and Change Order
- 2) Project Location Exhibits of TxDOT Right of Way

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2023-09-09**

Change Order No. 2 – Lake Road, Phase 1 (CIP-16)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT WITH REBCON, L.L.C. FOR THE CITY OF LAVON LAKE ROAD PHASE 1 PAVING (CIP-16) CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$41,120.00 FOR A THICKER CONCRETE SECTION AT THE SH 78 INTERSECTION AS REQUIRED BY TXDOT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council contracted with Rebcon, LLC for the City of Lavon Lake Road Phase 1 Paving (CIP-16) Construction Project on September 6, 2022; and

**WHEREAS**, the approval of the Texas Department of Transportation (TxDOT) permit for the Lake Road SH 78 intersection improvements was received after the project was awarded and TxDOT requires a thicker section of concrete than was bid; and

**WHEREAS**, the City Council has considered and determined that the proposed change order is in the best interest of the general health, welfare, and safety of the citizens of Lavon.

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

**SECTION 1.** The City Council does hereby approve and authorize the execution of Change Order No. 2 to the construction contract with Rebcon, L.L.C. for the City of Lavon Lake Road Phase 1 Paving (CIP-16) Construction Project in an amount not to exceed \$41,120.00 for a thicker concrete section at the SH 78 intersection as required by TxDOT, attached hereto, and incorporated herein as Exhibit “A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 19<sup>th</sup> day of September 2023.

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

ATTEST:

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2023-09-09**

**EXHIBIT A**



## CHANGE ORDER No. 2

ENGINEER'S Project No.: **21039**

PROJECT: **Lake Road, Phase 1**

CONTRACTOR: **REBCON, LLC**

ORIGINAL CONTRACT Amount: **\$ 1,541,362.00** CONTRACT Date: September 6, 2022

TO: **REBCON, LLC.**  
CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

City of Lavon  
Owner

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

Dated: \_\_\_\_\_

### NATURE OF CHANGES:

Revised Pavement section for TxDOT US 78 tie-in.

(See attached)

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price:	\$ <u>1,541,362.00</u>
Change Order No. 1:	\$ <u>91,644.00</u>
Change Order No. 2:	\$ <u>41,120.00</u>
New Contract Price:	\$ <u>1,674,126.00</u>
Percent Change:	<u>8.6 %</u>
Original Calendar Days:	<u>210</u>
Net Increase by Change Order 1:	<u>12</u>
Net Increase by Change Order 2:	<u>5</u>
Total New Calendar Days:	<u>227</u>

The Above Changes are Recommended for Approval:

\_\_\_\_\_  
Freeman-Millican, Inc.  
Engineer

By: Mark D. Hill, P.E.  
Mark D. Hill, P.E.

Dated: 09/14/2023

\_\_\_\_\_  
Rebcon, LLC  
Contractor

By: Danny Krieg  
Danny Krieg , President

Dated: 9/14/2023

City of Lavon  
Lake Road Phase 1 - SH 78 to North of Moore Lane [CIP - 16]  
Change Order 2

FMI Project 21039

Item	Description	Quantity	Units	Unit Cost	Total Cost
P4	Install 6" 3600 P.S.I. Reinforced Concrete Pavement	-217	SY	\$107.00	-\$23,219.00
P5	7" Cement Treated Subgrade (4% Cement By Dry Weight) :	-217	SY	\$9.00	-\$1,953.00
XP.41	11" Concrete Pavement (CRCP)	217	SY	\$240.00	\$52,080.00
XP.42	HMAC TY B	44	Ton	\$323.00	\$14,212.00
Total Change Order #2					\$41,120.00

Mr. Mark Hill,

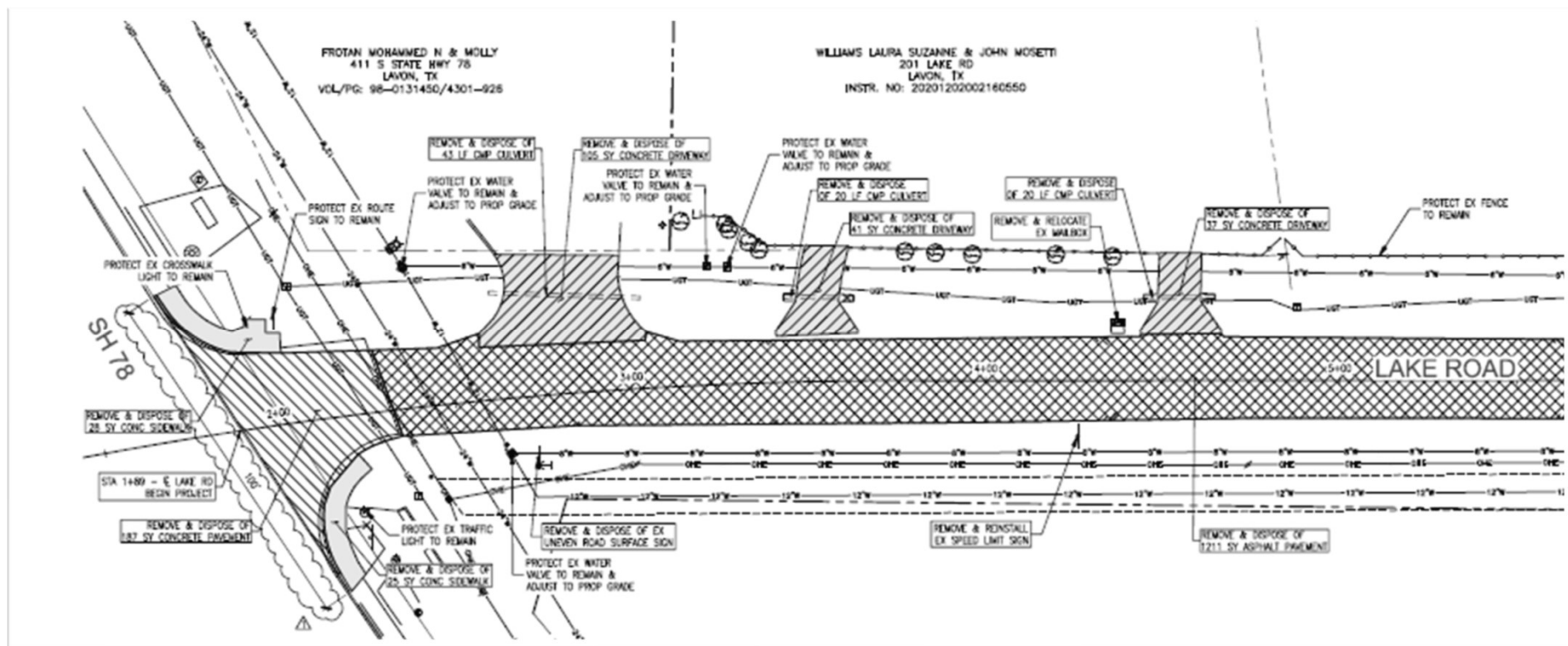
Rebcon, LLC is submitting Change Order #2 for the proposed paving in TxDOT ROW. Rebcon will remove the existing pavement without affecting the asphalt base below. Rebcon will add asphalt to the top of the existing asphalt base to achieve finished grade. 8" thick asphalt will be installed in the areas outside of the existing lime/asphalt subgrades. Rebcon will construct 11" paving per TxDOT CRCP standards.

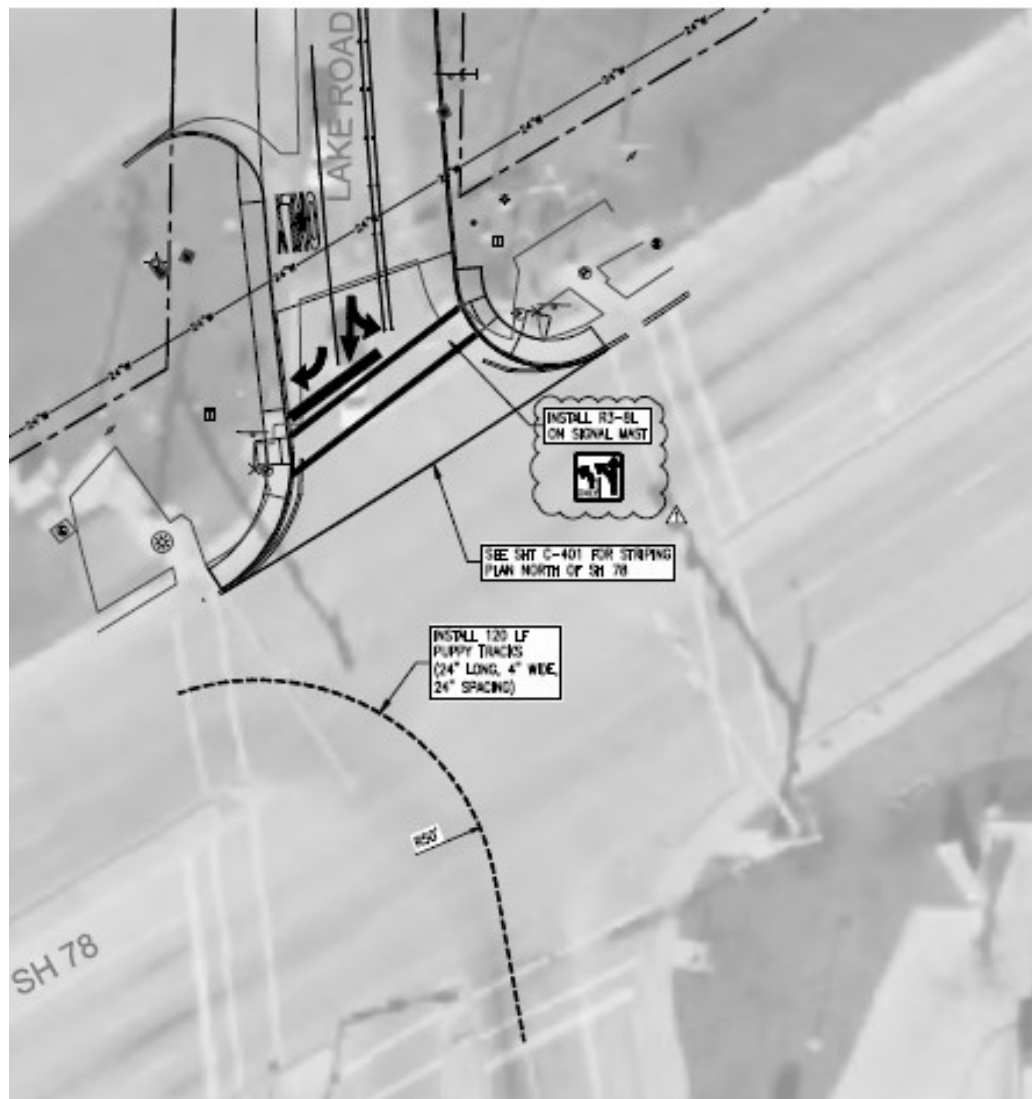
The items shown above in red will be removed from the original contract and are replaced with the items labeled XP.  
Total Additional Calendar Days Requested for Change Order Work: 5 Working Days

Please contact me with any questions.

Thanks,

  
Albert Martinez  
Rebcon, LLC







## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: September 19, 2023**

**ITEM: 7 – C**

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**Item:**

Discussion and action regarding Resolution No. **2023-09-10** adopting a policy prohibiting the installation or use of TikTok or related social media services on city devices or for use of the application for official city-related business pursuant to Texas Senate Bill No. 1893.

**Background:**

Pursuant to Texas S.B. 1893 which went into effect September 1, 2023, the City is required to adopt a policy by November 1, 2023 prohibiting the installation or use of TikTok or any application covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed. The City is also required to adopt a policy prohibiting the employee use of those applications for city-related business. TikTok may be installed and used to the extent necessary for providing law enforcement or developing or implementing information security measures and used in compliance with documented measures to mitigate risks to the security of governmental entity information.

From SB 1893 author Senator Brian Birdwell, Texas Senate District 22 (03-23-2023):

*The mobile application TikTok is owned by the Chinese company ByteDance who employs members of the Chinese Communist Party and has a subsidiary partially owned by the Chinese Communist Party. Currently, there are more than 85 million TikTok users in the United States. TikTok harvests vast amounts of data from its users' devices—including when, where, and how they conduct Internet activity—and offers this plethora of potentially sensitive information to the Chinese government. While TikTok has said that it stores U.S. data within the U.S., the company admitted in a letter to Congress that China-based employees can have access to U.S. data. SB 1893 requires Texas governmental entities to adopt a policy prohibiting the installation or use of prohibited application – specifically TikTok or any other application owned or developed by ByteDance Limited – on any device owned or leased by the governmental entity.*

**Financial Implication:**

None of the policies and procedures have a direct financial impact.

***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Resolution No. **2023-09-10**  
SB 1893

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2023-09-10**

Texas S.B. 1893 TikTok Prohibition Policy

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON  
ADOPTING A POLICY PROHIBITING THE INSTALLATION OR USE OF  
TIKTOK OR RELATED SOCIAL MEDIA SERVICES ON CITY DEVICES OR  
FOR USE OF THE APPLICATION FOR OFFICIAL CITY-RELATED  
BUSINESS PURSUANT TO TEXAS S.B. 1893.**

**WHEREAS**, the City of Lavon is a home rule municipality and has determined that it is necessary to create a policy prohibiting the installation or use of TikTok on city devices; and

**WHEREAS**, the City of Lavon has the authority under state law to adopt the regulations herein.

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

**SECTION 1.** Pursuant to Texas S.B. 1893 which went into effect September 1, 2023, the City hereby adopts a policy prohibiting the installation or use of TikTok or any application covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed. The City Shall also adopt a policy prohibiting the employee use of those applications for City-related business. TikTok may be installed and used to the extent necessary for providing law enforcement or developing or implementing information security measures and used in compliance with documented measures to mitigate risks to the security of governmental entity information.

**SECTION 2.** The City Manager or their designee is authorized to execute all documents necessary to implement this policy.

**SECTION 3.** All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

**SECTION 4.** It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

**SECTION 5.** That this resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 19<sup>th</sup> day of September 2023.

---

Vicki Sanson  
Mayor

ATTEST:

---

Rae Norton  
City Secretary

AN ACT

relating to prohibiting the use of certain social media applications and services on devices owned or leased by governmental entities.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle A, Title 6, Government Code, is amended by adding Chapter 620 to read as follows:

CHAPTER 620. USE OF CERTAIN SOCIAL MEDIA APPLICATIONS AND SERVICES  
ON GOVERNMENTAL ENTITY DEVICES PROHIBITED

Sec. 620.001. DEFINITIONS. In this chapter:

(1) "Covered application" means:

(A) the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or

(B) a social media application or service specified by proclamation of the governor under Section 620.005.

(2) "Governmental entity" means:

(A) a department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Section 61.003, Education Code;

(B) the supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial



Council or another agency in the judicial branch of state government; or

(C) a political subdivision of this state, including a municipality, county, or special purpose district.

Sec. 620.002. DEFINING SECURITY RISK TO THIS STATE. For purposes of this chapter, a social media application or service poses a risk to this state if:

(1) the provider of the application or service may be required by a foreign government, or an entity associated with a foreign government, to provide confidential or private personal information collected by the provider through the application or service to the foreign government or associated entity without substantial due process rights or similar legal protections; or

(2) the application or service poses a similar risk to the security of this state's sensitive information, critical infrastructure, or both, as an application or service described by Section 620.001(1)(A).

Sec. 620.003. PROHIBITION; MODEL POLICY. (a) Subject to Section 620.004, a governmental entity shall adopt a policy prohibiting the installation or use of a covered application on any device owned or leased by the governmental entity and requiring the removal of covered applications from those devices.

(b) The Department of Information Resources and the Department of Public Safety shall jointly develop a model policy for governmental entities to use in developing the policy required by Subsection (a).

Sec. 620.004. EXCEPTIONS; MITIGATING MEASURES. (a) A

policy adopted under Section 620.003 may provide for the installation and use of a covered application to the extent necessary for:

(1) providing law enforcement; or  
(2) developing or implementing information security measures.

(b) A policy allowing the installation and use of a covered application under Subsection (a) must require:

(1) the use of measures to mitigate risks posed to this state during the use of the covered application; and  
(2) the documentation of those measures.

Sec. 620.005. APPLICATIONS IDENTIFIED BY GOVERNOR'S PROCLAMATION. The governor by proclamation may identify social media applications or services that pose a risk to this state as described by Section 620.002.

Sec. 620.006. APPLICATION IDENTIFIED BY DEPARTMENT OF INFORMATION RESOURCES AND DEPARTMENT OF PUBLIC SAFETY. (a) The Department of Information Resources and the Department of Public Safety shall jointly identify social media applications or services that pose a risk to this state as described by Section 620.002.

(b) The Department of Information Resources shall:

(1) annually submit a list of applications and services identified under Subsection (a) to the governor;  
(2) publish the list on the department's publicly accessible Internet website; and  
(3) periodically update the list on that website.

SECTION 2. Not later than the 60th day after the date the

1 Department of Information Resources and the Department of Public  
2 Safety make available the model policy required by Section  
3 620.003(b), Government Code, as added by this Act, each  
4 governmental entity shall adopt the policy required by Section  
5 620.003(a), Government Code, as added by this Act.

6       SECTION 3. This Act takes effect immediately if it receives  
7 a vote of two-thirds of all the members elected to each house, as  
8 provided by Section 39, Article III, Texas Constitution. If this  
9 Act does not receive the vote necessary for immediate effect, this  
10 Act takes effect September 1, 2023.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>President of the Senate</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Speaker of the House</div>
---	--

I hereby certify that S.B. No. 1893 passed the Senate on April 18, 2023, by the following vote: Yeas 31, Nays 0; May 16, 2023, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 17, 2023, House granted request of the Senate; May 27, 2023, Senate adopted Conference Committee Report by the following vote: Yeas 30, Nays 1.

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Secretary of the Senate

I hereby certify that S.B. No. 1893 passed the House, with amendments, on May 9, 2023, by the following vote: Yeas 144, Nays 0, two present not voting; May 17, 2023, House granted request of the Senate for appointment of Conference Committee; May 28, 2023, House adopted Conference Committee Report by the following vote: Yeas 139, Nays 2, two present not voting.

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Chief Clerk of the House

Approved:

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Date

---

Governor



## CITY OF LAVON Agenda Brief

**MEETING: September 19, 2023**

**ITEM: 7 - D**

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**Item:**

Discussion and action regarding Resolution No. **2023-09-11** allocating funds for an Outdoor Fitness Court ® as part of the 2023 National Fitness Campaign.

**Background:**

In April 2023, National Fitness Campaign (NFC), a for-profit organization, contacted the City regarding a grant program partnering with Blue Cross Blue Shield of Texas to install outdoor fitness courts in the city parks. In late June, staff read about the opening of an NFC fitness court in Anna:

"I am thrilled our City partnered with Blue Cross and Blue Shield of Texas and the National Fitness Campaign to bring an outdoor Fitness Court® to Slayter Creek Park. It's a game-changer for our community. We're all about providing equal access to exercise and fitness programming in Anna, and this initiative embodies that commitment," said Mayor Nate Pike. "Starting July 1, our residents will have a fantastic free workout space right in our park, suitable for people of all fitness levels. It's all about promoting active lifestyles and keeping those chronic conditions at bay. Let's celebrate this milestone together!"

NFC informed staff that they have installed courts in several north Texas cities and that an initial review indicated that Lavon would meet the qualification criteria for the maximum grant award of \$50,000.

During budget presentations in July and August, the city staff presented to the City Council and the Lavon Economic Development Corporation (LEDC) Board general information regarding the program and grant. The staff was directed to pursue a grant and identify potential locations for placement of a combination fitness court and fitness studio.

**Financial Consideration:**

The Fitness Court (FC) and Studio approximate costs include:

\$190,000	FC Studio Configuration
-\$50,000	Grant for FC Studio Configuration
\$40,000	Concrete Slab (outside est cost)
<u>\$32,500</u>	<u>Court and Studio Installation</u>
\$212,500	TOTAL for FC and Studio

For a Fitness Court (FC) alone approximate costs include:

\$155,000	FC Configuration
-\$50,000	Grant for FC Configuration
\$25,000	Concrete Slab
<u>\$25,000</u>	<u>Court Installation</u>
\$155,000	TOTAL for FC only

The grant program provides \$50,000 and the City is obligated to commit to provide a minimum of \$140,000 matching funds. The slab and installation are third party contracts and are sometimes underwritten by additional partners.

The City Council and LEDC Board of Directors allocated matching funds in their respective FY 2023-24 budgets.

***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Resolution No. **2023-09-11**  
NFC Program information

**CITY OF LAVON, TEXAS**

**RESOLUTION NO. 2023-09-11**

National Fitness Campaign – Outdoor Fitness Court Support

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,  
TEXAS ALLOCATING FUNDS FOR AN OUTDOOR FITNESS COURT® AS  
PART OF THE 2023 NATIONAL FITNESS CAMPAIGN.**

**WHEREAS**, the City of Lavon (the “*City*”) submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2023 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

**WHEREAS**, the City was awarded and will accept a \$50,000 National Grant from the NFC Grant Committee and Statewide Partners, and provide a local match in the amount of \$140,000 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

**WHEREAS**, the City will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

**WHEREAS**, the City will commit to construction and launch of the outdoor Fitness Court®, and;

**WHEREAS**, the City Council believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC’s 2023 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

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

**SECTION 1.** That the City Council will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

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

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 19<sup>th</sup> day of September 2023.

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

**ATTEST:**

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



## City of Lavon, TX - National Fitness Campaign

### 2023 Funding Cycle Grant Program Requirements (G.P.R.)

**Important:** Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

#### MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **Deadline: 9/20/2023**

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
  - **Remaining Funding Requirement: \$140,000 (FC Studio Configuration)**  
**OR \$105,000 (Standard Configuration)**
- **Deadline: 10/12/2023**

#### MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: 11/27/2023 to 12/7/2023**

---

#### MILESTONE 4: PLANNING AND DESIGN

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Deadline: December 2023**

#### MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 28 days before Fitness Court® installation)
  - **Estimated Funding Requirement: \$0-\$40,000 (Pending Standard or Studio Configuration)**
- **Deadline: December 2023 - pending weather**

#### MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
  - **Estimated Funding Requirement: \$32,500 (Studio Configuration)**  
**OR \$25,000 (Standard Configuration)**
- **Deadline: January 2023 - pending weather**

#### MILESTONE 7: PRESS LAUNCH CEREMONY

Summary: Hold Fitness Court® press launch event & ribbon cutting (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: February 2024 - pending weather**

G.P.R. Authorized by:  Trent Matthias - Campaign Director





# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date 9/15/2023  
Expiration Date 10/27/2023  
Quote Number 00000925  
Bill To Name City of Lavon, TX  
Bill To 120 School Road  
Lavon, PO Box 340 75166  
US

Description	Quantity	Total Price
2023 - Fitness Court® and National Campaign Resources (Shipping Included)	1.00	\$155,000.00
Fitness Court® Studio Add-On	1.00	\$35,000.00
NFC State Sponsor Grant	1.00	-\$50,000.00
Tax %	0.0000%	
Grand Total	\$140,000.00	

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance, and freight. These payment terms will apply unless both parties have agreed to other approved payment terms

### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

### 3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

### 4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court that they are responsible for the following items concerning the purchase of the Fitness Court which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court shall not be held liable for any risk associated with the installation of or use of the Fitness Court.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court and all defects related to the installation of the Fitness Court shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

### 5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date 9/15/2023  
Expiration Date 10/27/2023  
Quote Number 00000926  
Bill To Name City of Lavon, TX  
Bill To 120 School Road  
Lavon, PO Box 340 75166  
US

Description	Quantity	Total Price
2023 - Fitness Court® and National Campaign Resources (Shipping Included)	1.00	\$155,000.00
NFC State Sponsor Grant	1.00	-\$50,000.00

Tax % 0.0000%  
Grand Total \$105,000.00

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance, and freight. These payment terms will apply unless both parties have agreed to other approved payment terms.

### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

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NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](https://nationalfitnesscampaign.com/warranty) for details.

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- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
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- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court and all defects related to the installation of the Fitness Court shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
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### 5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.



15



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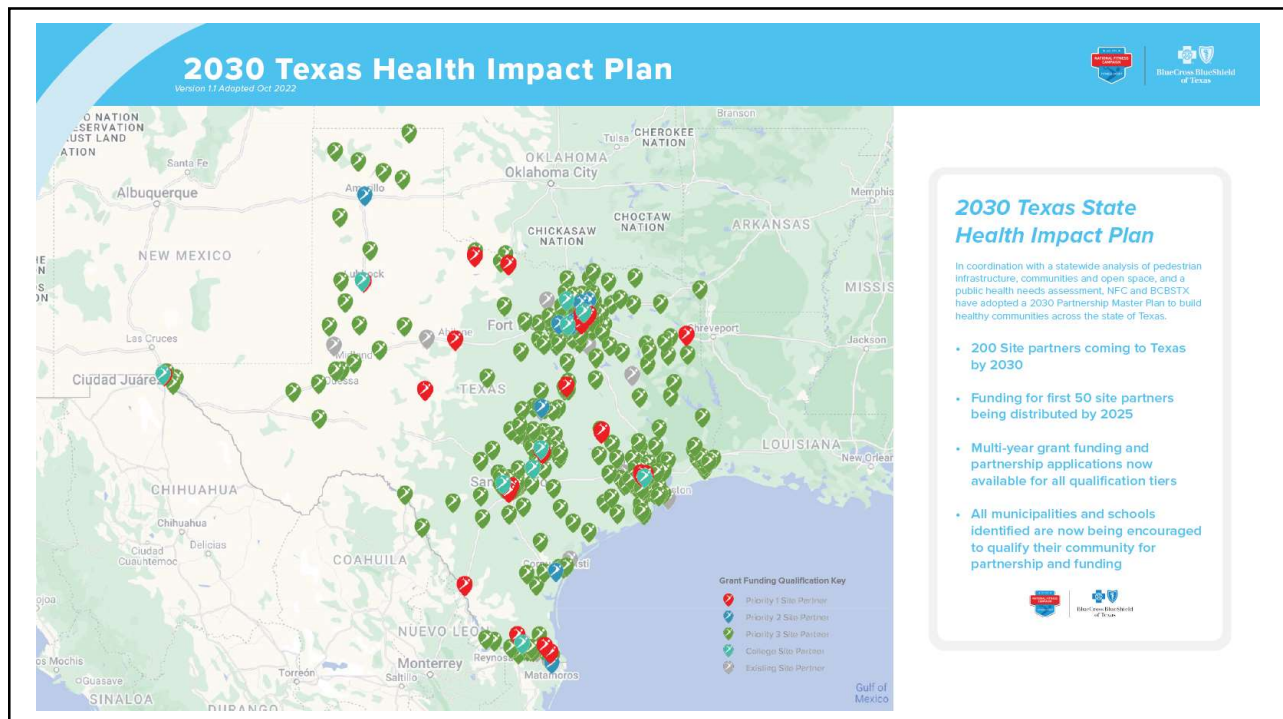


**FITNESS COURT®**

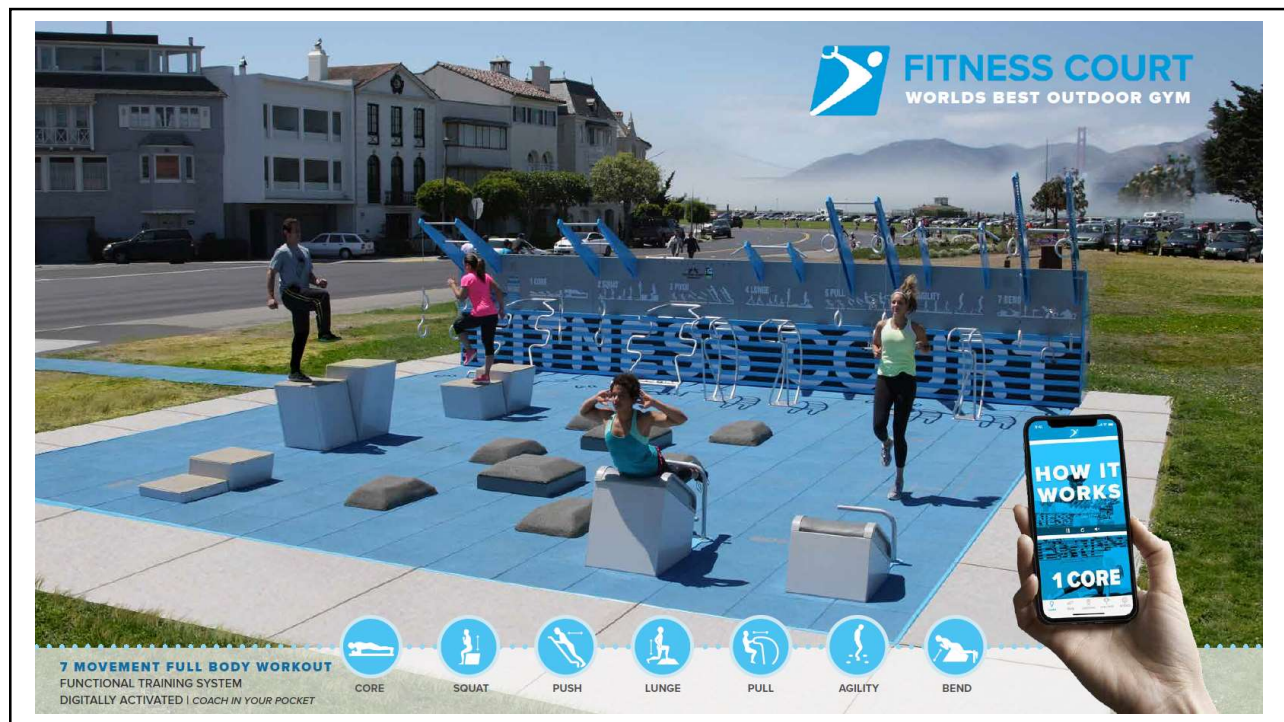
**ADULTS OF ALL AGES AND ABILITY**

I am glad to see movements to improve balance.  
- Carol Claybaker, Senior Resident of Janesville, WI

17



18

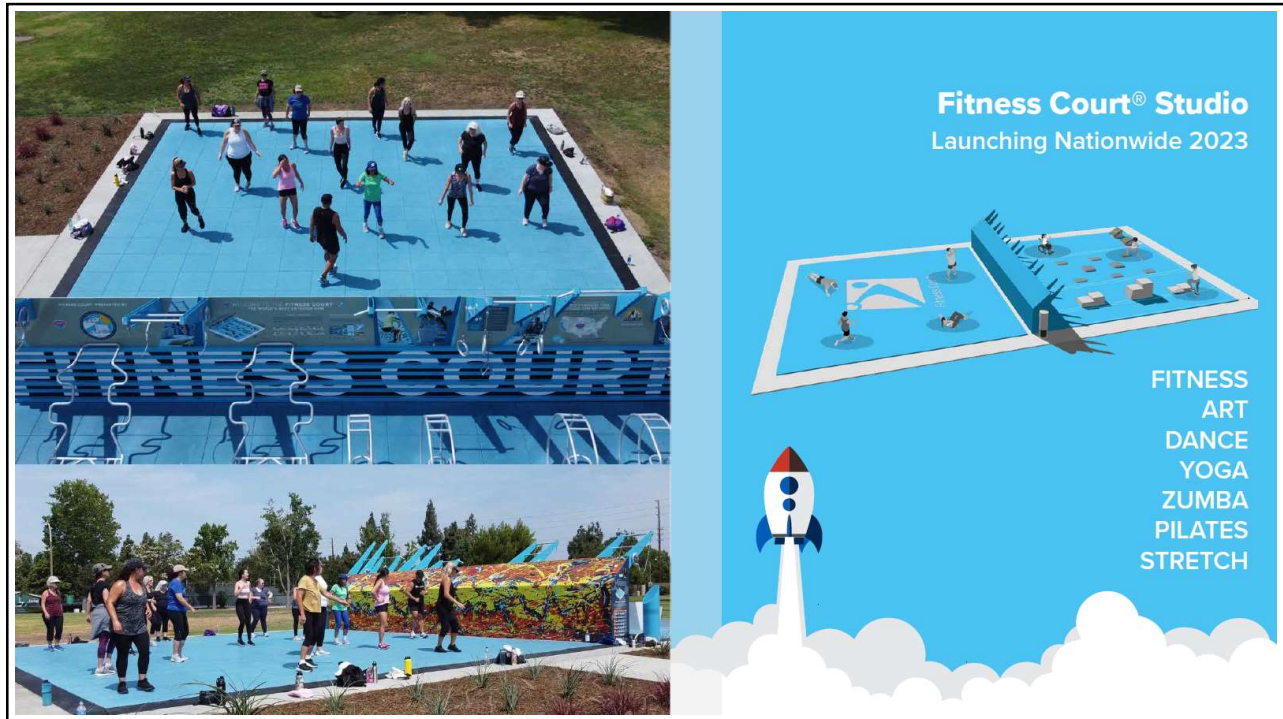


19

2023 CAMPAIGN FUNDING REQUIREMENT		STEP 3
<b>NFC PROGRAM FUNDING</b> The Fitness Court® and National Campaign Services <div style="float: right;">\$ 155,000</div>		 <b>AWARDEE TOTAL REMAINING FUNDING REQUIREMENT</b> <b>\$130,000-\$170,000</b> <small>Includes standard art collection</small>
NFC & Blue Cross Blue Shield of Texas Grant Funding Award (Variable Grants Available) <div style="float: right;">(\$30,000-\$50,000) <small>\$30,000 FOR AREAS OUTSIDE OF STATE SPONSOR REGION</small></div>		
<b>Art &amp; Custom Color Options</b> <div style="display: flex; justify-content: space-around;"> <div>   <small>NFC Standard Included</small> </div> <div>   <small>NFC Design Studio \$10,000</small> </div> <div>   <small>Local Artist \$25,000</small> </div> <div>   <small>Featured Artist \$50,000</small> </div> </div> <div style="text-align: right; margin-top: 10px;"> <b>OPTIONAL</b> </div>		
<b>NFC PROGRAM TOTAL \$ 105,000-125,000</b>		
<b>CONCRETE SLAB</b> Can be performed in-house or in-kind <div style="float: right;">est. \$ 0-20,000</div>		
<b>NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM</b> Turn Key Fitness Court Assembly Art & Graphic Installation Installation Partner (separate agreement) <div style="float: right;">             \$ 25,000  <small>With Prevailing Wage Rates: \$27,000</small> </div>		
<b>INSTALLATION &amp; CONCRETE TOTAL ESTIMATE \$ 25,000-47,000</b>		

20





21

**FITNESS COURT | STUDIO**

- World's first integrated outdoor gym experience with two programmable class rooms
- Over 2,000 square feet of wellness infrastructure
- Includes edge to edge art mural as studio classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

**ADDITIONAL FUNDING REQUIRED** **\$35,000**

\*\*Limited Fitness Court Studio® programs available in each state in 2023

<b>INSTALLATION</b>	<b>est. \$7,500</b>
<small>Typically coordinated with Fitness Court Installation Partner (separate agreement)</small>	
<b>CONCRETE SLAB ADDITION</b>	<b>est. \$0-20,000</b>
<small>Can be performed in-house or in-kind</small>	
<b>ESTIMATE TOTAL WITH INSTALL</b>	<b>\$42,500-62,500</b>

22



**LIFESTYLES**

**City of Anna, Blue Cross and Blue Shield of Texas and National Fitness Campaign provide free fitness for everyone in Anna**

By City of Anna  
Jul 1, 2023

***State-of-the-Art Outdoor Fitness Court®  
coming to Slayter Creek Park***

Anna, Texas – The City of Anna, [Blue Cross and Blue Shield of Texas](#), and [National Fitness Campaign](#) (NFC) today announced a partnership to bring an outdoor Fitness Court® and digital wellness programming to Slayter Creek Park. The Fitness Court, 425 W Rosamond Pkwy., will open on Saturday, July 1, at 5:15 p.m. with a ribbon-cutting ceremony and “Battle for the Ribbon” fitness tournament between the Anna Police Department and Anna Fire Department.



This Fitness Court was developed by Blue Cross and Blue Shield of Texas, City of Anna and NFC to expand free access to high-quality workouts and create equitable access to exercise for communities around the state. The Fitness Court is the world’s best outdoor gym that lets people use their body weight to complete a workout using seven exercise stations.

Created with people aged 14 and over and with all abilities in mind, the workouts are adaptable for all fitness levels, allowing participants to move at their own pace. Users are encouraged to download the free Fitness Court App, which acts as a coach-in-your-pocket and enhances the outdoor gym into a digitally supported wellness experience.

“On average, one in two adults don’t have enough aerobic physical activity in their day-to-day lives, which can lead to chronic, yet preventable, conditions,” said Sheena Payne, director of community affairs at Blue Cross and Blue Shield of Texas. “Helping fund these

Fitness Courts is just one more way we can work toward all Texans having access to optimal health outcomes right in their own community.”



The City of Anna is one of 20 outdoor Fitness Courts in a series of Blue Cross Blue Shield of Texas Fitness Courts that will be constructed in easily accessible public spaces this year.

“I am thrilled our City partnered with Blue Cross and Blue Shield of Texas and the National Fitness Campaign to bring an outdoor Fitness Court® to Slayter Creek Park. It’s a game-changer for our community. We’re all about providing equal access to exercise and fitness programming in Anna, and this initiative embodies that commitment,” said Mayor Nate Pike. “Starting July 1, our residents will have a fantastic free workout space right in our park, suitable for people of all fitness levels. It’s all about promoting active lifestyles and keeping those chronic conditions at bay. Let’s celebrate this milestone together!”

“National Fitness Campaign is proud to welcome the City of Anna to the campaign as a leader in Texas, championing health and wellness for their residents,” said Mitch Menaged, founder of NFC. “We are proud to continue our mission of getting people moving outdoors and helping communities combat the fiscal and humanitarian costs of sedentary lifestyles.”

**Neighbors are invited to attend the launch event on Saturday, July 1, at 5:15 p.m. to try the Fitness Court.** During the event, staff from the Anna Police and Fire Departments will go head to head in a fitness challenge for the honor of cutting the ribbon during the ceremony.

For more information, visit [www.annatexas.gov](http://www.annatexas.gov) or contact Director of Neighborhood Services Marc Marchand at 972-924-3325 or [mmarchand@annatexas.gov](mailto:mmarchand@annatexas.gov).

For more information on Blue Cross and Blue Shield of Texas' support of NFC, please visit <https://nationalfitnesscampaign.com/texas>.

### **About ANNA**

Anna, Texas, is among the fastest-growing cities in North Texas, with a population of more than 21,000 and expected growth to 100,000 by 2050. Located in northern Collin County along U.S Highway 75, State Highway 5, and State Highway 121, Anna is a vibrant and emerging city that offers its neighbors an excellent quality of life and low cost of living. The combination of Anna's strategic location along busy thoroughfares and the quantity of undeveloped land have positioned the City as an attractive location for retail and commercial establishments. Neighbors enjoy recreational opportunities, parks, trails, open spaces, easy access to the DFW and Red River corridors and a pace of living that offers a hometown feel in a thriving community. To learn more about the City of Anna, visit [www.annatexas.gov](http://www.annatexas.gov).

### **About Blue Cross and Blue Shield of Texas**

Blue Cross and Blue Shield of Texas (BCBSTX) — the only statewide, customer-owned health insurer in Texas — is the largest provider of health benefits in the state, working with more than 140,000 physicians and health care practitioners, and 520 hospitals to serve more than 7 million members in all 254 counties. BCBSTX is a Division of Health Care Service Corporation (HCSC) (which operates Blue Cross and Blue Shield plans in Texas, Illinois, Montana, Oklahoma and New Mexico). Health Care Service Corporation is a Mutual Legal Reserve Company and an Independent Licensee of the Blue Cross and Blue Shield Association.

### **About NFC**

Founded in San Francisco in 1979, National Fitness Campaign (NFC) is a wellness consulting firm that provides programs and services to cities, schools and sponsors with the mission to build healthy communities. NFC delivers an integrated wellness initiative, centered on the world's best outdoor gym: The Fitness Court®. The Campaign is planning its 500th Healthy Community, uniting the country's largest public-private partnership in support of wellness with the goal of building a Fitness Court within a 10-minute bike ride of every American. Follow us on social media @NatFitCampaign and #Fitnesscourt.

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## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: September 19, 2023**

**ITEM: 7 - E**

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**Item:**

Discussion and action regarding Ordinance No. **2023-09-05** to amend the fee schedule adopted by Ordinance No. **2023-08-10** to adjust the commercial sanitary sewer tap fee.

**Background:**

The city staff recently identified the need to amend the sanitary sewer tap fees related to commercial customers. The current commercial sanitary sewer tap fee is based upon the size of the water meter.

As commercial development has occurred, it has become apparent that water meter size is not entirely reliable or the only appropriate factor to use for calculating the sanitary sewer tap fee. Rather, the proposed amendment would provide for the anticipated water consumption and sanitary sewer discharge to be evaluated by the city engineer on a case by case basis to calculate the commercial sanitary sewer tap fee.

The proposed fees are intended to offset costs associated with provision of the associated services.

***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Ordinance

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2023-09-05**

1<sup>st</sup> Amendment to Fee Schedule – Fiscal Year 2023-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING THE FEE SCHEDULE ADOPTED BY ORDINANCE NO. 2023-08-10, FOR THE FISCAL YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, TO ADJUST THE SANITARY SEWER TAP FEE FOR COMMERCIAL PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon is a Home Rule municipality organized under the Constitution and laws of the State of Texas and the City Council has authority to establish fees relating to City applications, permits and services; and

**WHEREAS**, the City Council finds it is in the best interest of the residents of the City to make changes to the fee schedule to directly reflect the cost of certain services.

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

**SECTION 1.** That the Fee Schedule for fiscal year October 1, 2023 through September 30, 2024 be amended, as shown in “Exhibit A” attached hereto.

**SECTION 2.** That this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 19<sup>th</sup> day of September 2023.

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

ATTEST:

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

**ORDINANCE NO. 2023-09-05**

**EXHIBIT A**

**FEE SCHEDULE**

*CURRENT:*

<b>SANITARY SEWER SERVICES</b>	
Sewer Tap Fee – Commercial 4”-6”	\$4,500.00
Sewer Tap Fee – Commercial 4”-6”	As determined

**PROPOSED:**

<b>SANITARY SEWER SERVICES</b>	
<del>Sewer Tap Fee – Commercial 4”-6”</del>	<del>\$4,500.00</del>
Sewer Tap Fee – Commercial	Calculated by the city engineer





## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: September 19, 2023**

**ITEM: 8**

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**Item:**

#### **DEPARTMENT REPORTS**

*Members may receive and discuss the reports.*

- A.** Police Services – Service, activity, programs, and administration report
- B.** Fire Services – Service, activity, programs, and administration report
- C.** Public Works Services – utilities, capital projects, public works, and street maintenance report
- D.** Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; finance reports; TxDOT Projects Report; and administration and staff report



# LAVON POLICE DEPARTMENT

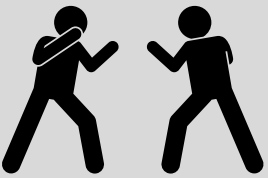
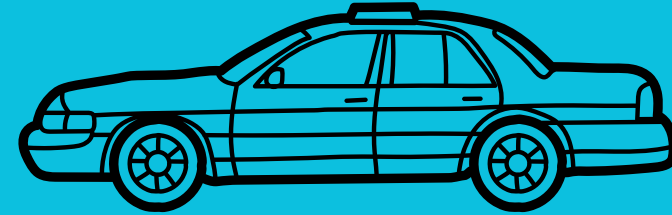
## MONTHLY ACTIVITY

### AUGUST 2023



**1615**

**CALLS FOR SERVICE**



**29**

**CRIMES AGAINST  
PERSONS**

**CRIMES AGAINST  
PROPERTY**



**9**

**OTHER CRIMES**



**24**

**CID OPEN CASES**



**100**

**SPECIAL VICTIM  
CASES**



**13**

**TRAFFIC STOPS  
WARNINGS**

**192**

**CITATIONS**

**134**



**383**



**ACCIDENTS**

**6**

**DRUNK DRIVING**



**3**

**SPECIAL PROGRAMS & ACTIVITIES**

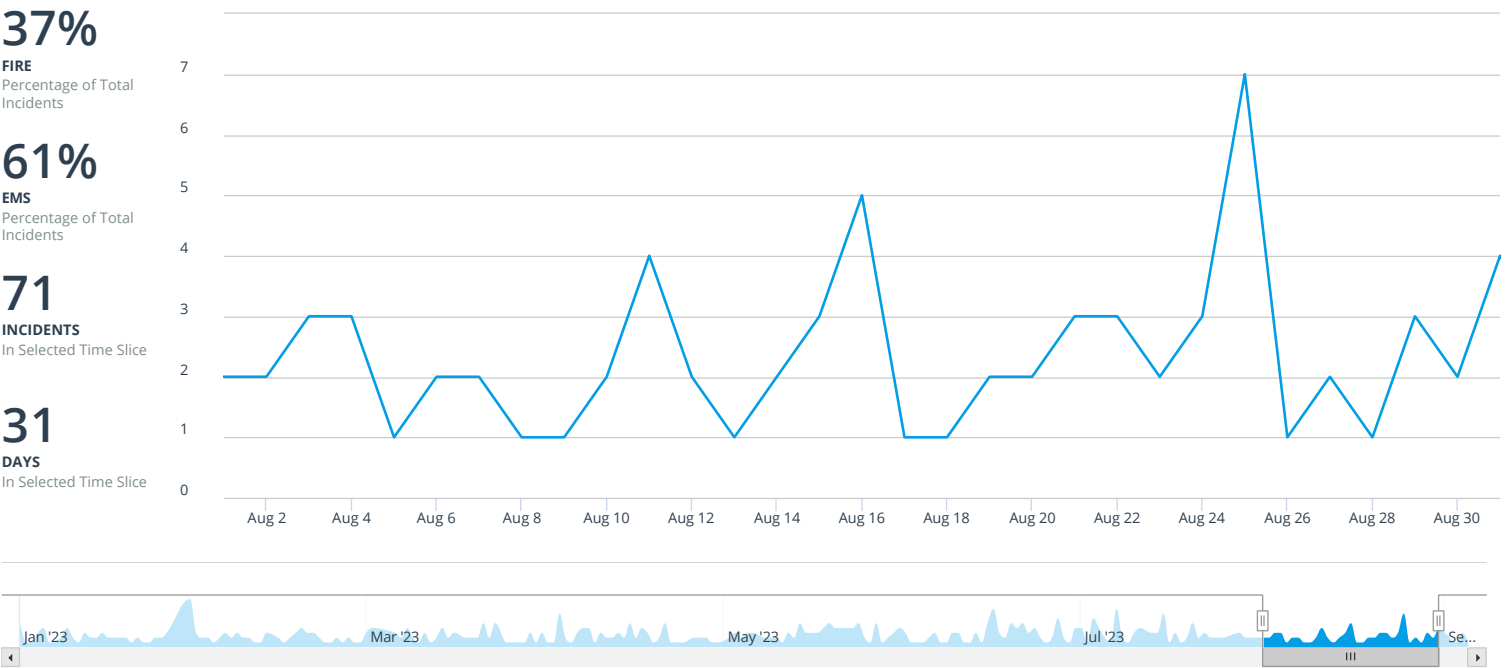


**16**

**TRAFFIC  
ENFORCEMENT AREA**

Previous Month ▾

Aug 1, 2023 - Aug 31, 2023 ▾



Counts

% Rows

% Columns

% All

Week Ending	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	Total
(11) Structure Fire		1	1											2
(14) Natural vegetation fire		1		3	1									5
(32) Emergency medical service (EMS) incident	7	9	9	12	6									43
(41) Combustible/f... spills & leaks	1													1
(44) Electrical wiring/equipm. problem	1			1										2
(46) Accident, potential accident					1									1
(51) Person in distress		2	2	1										5
(55) Public service assistance					1									1
(56) Unauthorized burning			1											1
(61) Dispatched and canceled en route				3										3
(62) Wrong location, no emergency found			1											1
(65) Steam, other gas mistaken for smoke			1		1									2
(74) Unintentional system/detect... operation (no fire)	2													2
NULL			1	1										2
Total	11	13	16	21	10									71

Week Ending	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	Total
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**CITY OF LAVON**  
**BUILDING PERMITS**  
**CALENDAR YEAR 2022-2023**

PERMITS	August-2023	Calendar Year 2023	Permit Valuations	August-2022	Calendar Year 2022	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	9	52	\$97,715.52	4	41	\$12,448.70
SINGLE FAMILY	54	151	\$604,889.87	11	303	\$1,011,529.57
POOLS	0	2	\$800.00	0	7	\$2,450.00
OTHERS	57	287	\$37,612.00	57	597	\$72,621.78
TOTAL			\$741,017.39			\$1,099,050.05

2833 - Lavon, City of (General Obligation Debt)

Report - Lavon, City of (General Obligation Debt) / Sales Tax Data

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the [Texas Comptroller's website](#) if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

\*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- View Grid Based on Calendar Year
- View Grid With All Years

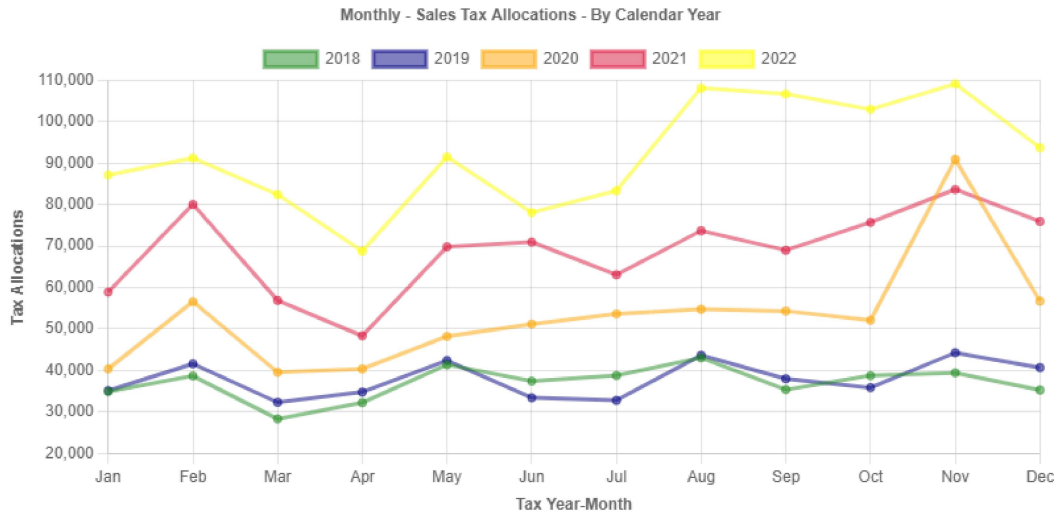
Download to Excel

Change Fiscal Year End

09/30/2024

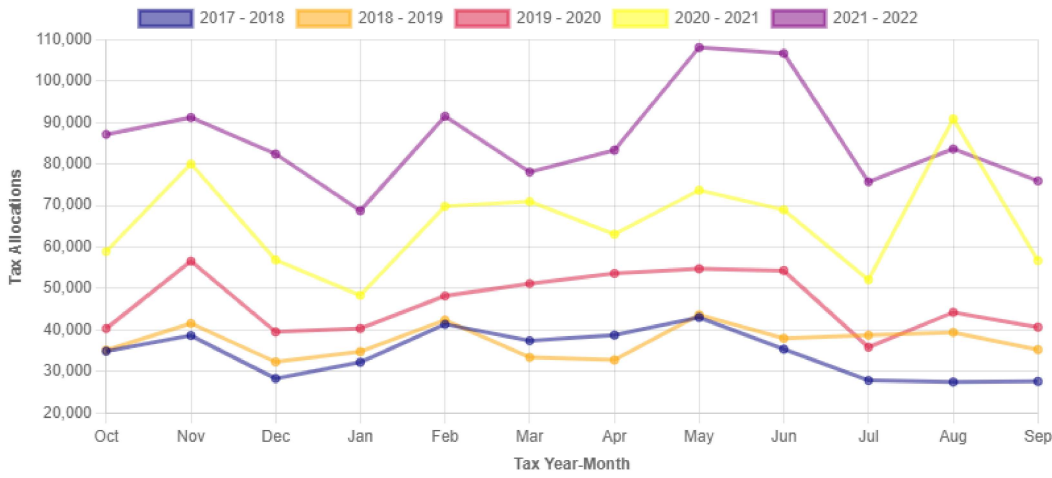
Submit

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2023	\$102,983	\$109,154	\$93,701	\$100,881	\$109,816	\$99,622	\$91,542	\$115,892	\$109,339	\$118,823	\$148,816	\$112,044	\$1,312,613
2022	\$75,699	\$83,649	\$75,926	\$87,161	\$91,220	\$82,408	\$68,743	\$91,544	\$78,074	\$83,361	\$108,100	\$106,687	\$1,032,574
2021	\$52,096	\$90,909	\$56,718	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$790,396
2020	\$35,846	\$44,260	\$40,667	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$559,696
2019	\$38,730	\$39,419	\$35,260	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$33,403	\$32,771	\$43,642	\$37,975	\$447,367
2018	\$27,837	\$27,458	\$27,603	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$412,870
2017	\$22,849	\$24,877	\$22,304	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$274,094
2016	\$18,554	\$24,151	\$17,624	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$258,670
2015	\$16,213	\$17,336	\$16,025	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$217,559
2014	\$12,032	\$14,975	\$11,935	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$179,266
2013	\$11,166	\$15,054	\$12,518	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$153,743
2012	\$9,075	\$15,224	\$9,414	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$140,152
2011	\$8,990	\$10,146	\$10,217	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$124,980
2010	\$11,983	\$12,813	\$9,335	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$120,668
2009	\$10,655	\$14,185	\$10,830	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$125,864
2008	\$9,001	\$13,869	\$10,505	\$6,439	\$15,097	\$6,019	\$3,917	\$10,012	\$5,481	\$7,609	\$13,184	\$7,853	\$108,986
2007	\$10,725	\$14,759	\$7,398	\$6,567	\$11,434	\$7,902	\$8,989	\$13,114	\$8,797	\$7,037	\$16,120	\$10,821	\$123,662
2006	\$8,371	\$10,348	\$7,185	\$6,940	\$10,522	\$7,581	\$4,398	\$10,629	\$8,192	\$7,183	\$10,029	\$6,573	\$97,950
2005	\$5,168	\$5,637	\$4,324	\$3,686	\$4,729	\$3,046	\$3,680	\$5,722	\$5,214	\$3,911	\$6,051	\$7,280	\$58,448
2004	\$3,584	\$3,394	\$3,786	\$3,514	\$6,693	\$3,724	\$4,356	\$5,415	\$15,931	\$4,471	\$8,017	\$4,952	\$67,838

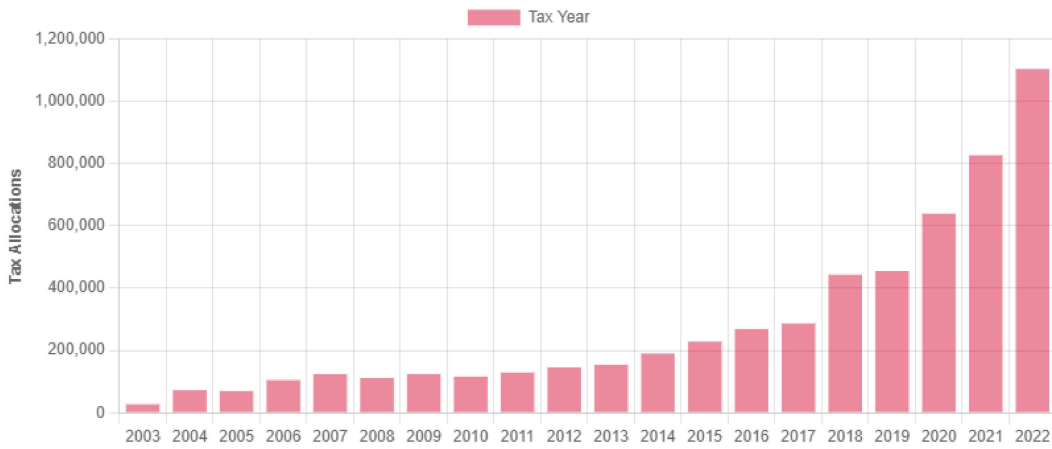




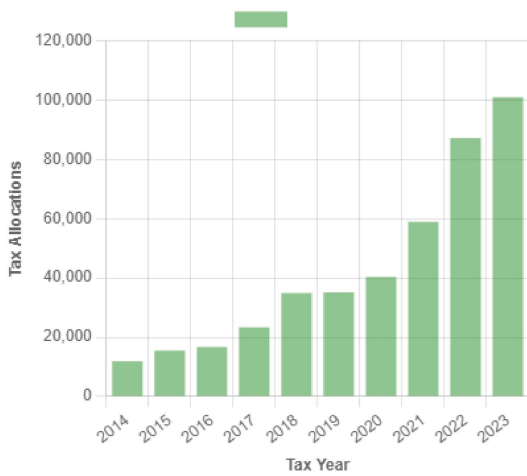
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



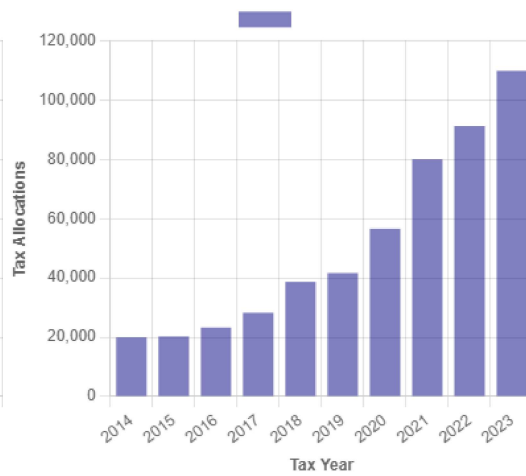
Yearly - Sales Tax Allocations - Past 20 Years



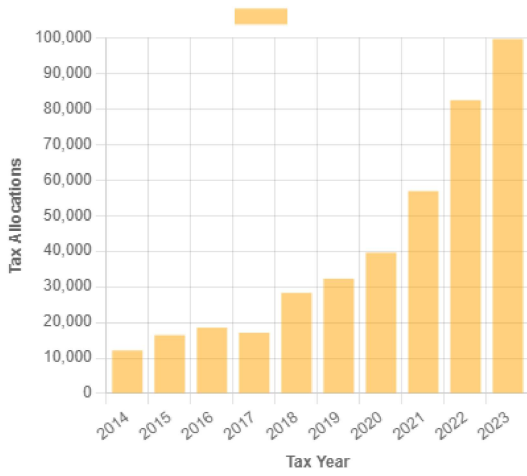
January - Sales Tax Allocations by Year



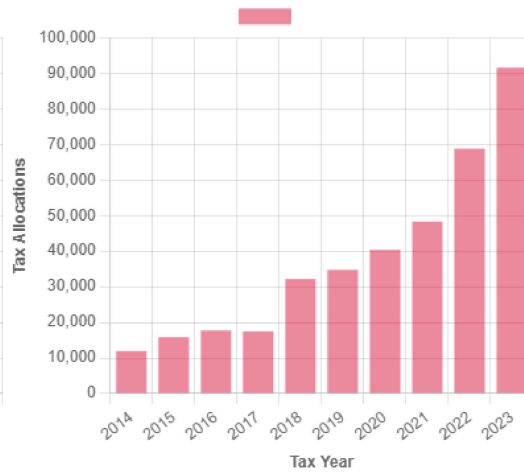
February - Sales Tax Allocations by Year



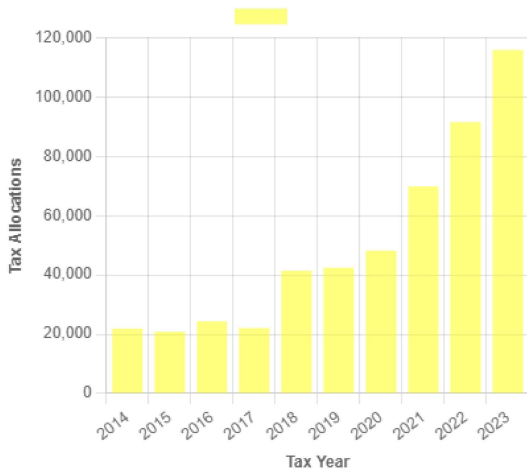
March - Sales Tax Allocations by Year



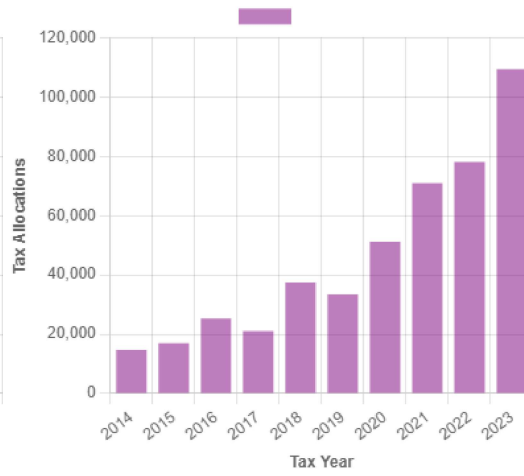
April - Sales Tax Allocations by Year



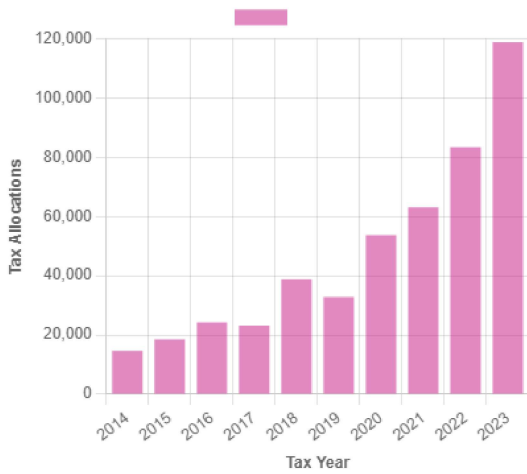
May - Sales Tax Allocations by Year



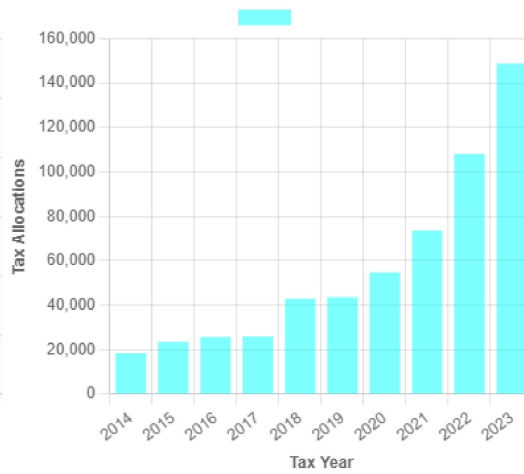
June - Sales Tax Allocations by Year



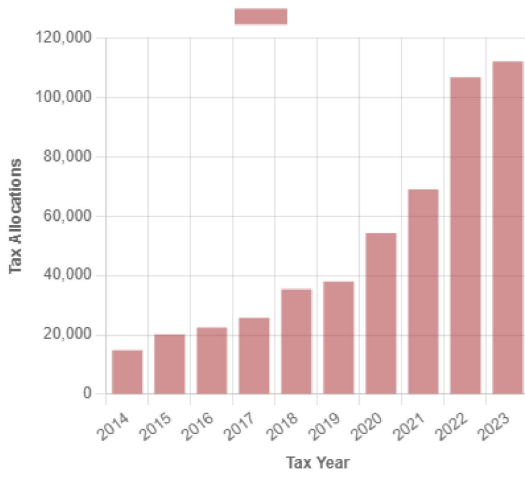
July - Sales Tax Allocations by Year



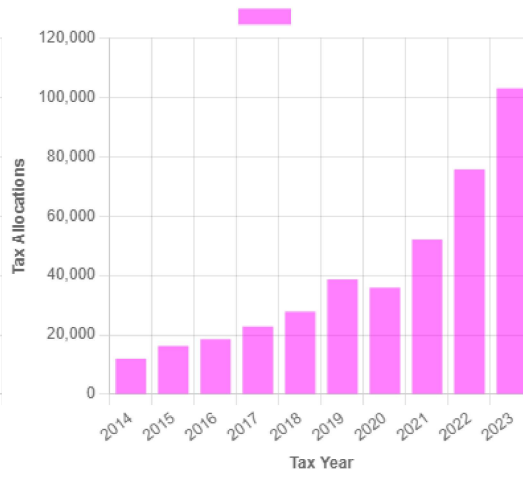
August - Sales Tax Allocations by Year



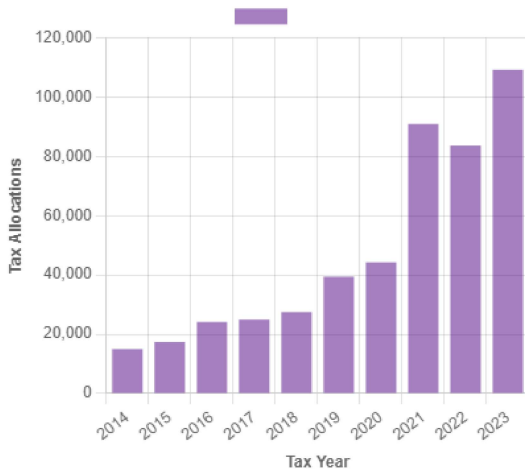
September - Sales Tax Allocations by Year



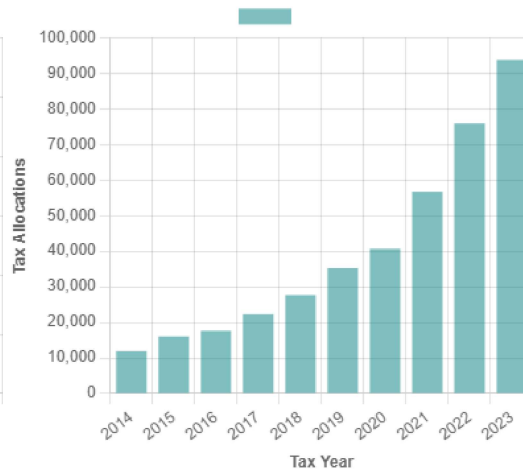
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



# City of Lavon

## Monthly Financial Report

### As of 8/31/23

	Budget	YTD	Remaining	% Budget
<b>General Fund</b>				
Other Funding	2,393,227	2,393,227		
Revenue	5,580,237	6,094,591	(514,354)	109.22%
Expenses	8,289,573	7,082,541	1,207,031	85.44%
Ending Resources	(316,109)	1,405,276		
<b>Interest &amp; Sinking</b>				
Beginning Resources	84,922	84,922		
Revenue	1,298,601	1,354,371	(55,770)	104.29%
Expenses	1,125,151	1,115,421	9,730	99.14%
Ending Resources	258,372	323,873		
<b>Streets - Tax Funded</b>				
Beginning Resources	481,240	481,240		
Revenue	250,000	300,145	(50,145)	120.06%
Expenses	450,000	22,500	427,500	5.00%
Ending Resources	281,240	758,885		
<b>Streets - Fee Funded</b>				
Beginning Resources	400,570	400,570		
Revenue	2,864	-	2,864	0.00%
Expenses	349,634	-	349,634	0.00%
Ending Resources	53,800	400,570		
<b>Municipal Court Security</b>				
Beginning Resources	-	17,000		
Revenue	4,500	4,022	478	NA
Expenses	500	337	163	NA
Ending Resources	4,000	20,686		
<b>Utilities</b>				
Beginning Resources	6,305,158	6,305,158		
Revenue	4,745,620	6,409,888	(1,664,268)	135.07%
Expenses	3,098,000	2,718,535	379,465	87.75%
Ending Resources	7,952,778	9,996,511		

# City of Lavon

## General Fund Summary

### As of 8/31/23

	Budget	YTD	Remaining	% Budget
<b>REVENUES</b>				
Total Taxes	2,515,233	2,715,670	(200,437)	108%
Total Transfers	1,272,004	1,272,004	-	100%
Total Other General Government	500	175,639	(175,139)	35128%
Administration	39,000	33,000	6,000	85%
Municipal Court	2,000	3,561	(1,561)	178%
Police	55,000	115,353	(60,353)	210%
Fire	24,000	107,718	(83,718)	449%
Parks & Rec	1,500	375	1,125	25%
Development Services	1,671,000	1,671,270	(270)	100%
Total Revenues	5,580,237	6,094,591	(514,354)	109%
<b>EXPENDITURES</b>				
<b>OPERATIONS</b>				
Accounting Adjustment	1,930,000	1,930,000	-	1
Administration	845,654	752,713	92,942	89%
Non-Departmental	196,727	201,163	(4,436)	102%
Municipal Court	106,620	90,310	16,310	85%
Police	2,079,732	1,658,227	421,504	80%
Fire	1,256,628	918,030	338,598	73%
Parks & Rec	27,500	6,284	21,216	23%
Development Services	245,000	257,446	(12,446)	105%
Public Works	846,257	749,810	96,447	89%
Total Operations Expenditures	7,534,118	6,563,984	970,134	87%
<b>CAPITAL</b>				
Administration Capital Outlay	230,450	225,448	5,002	98%
Police Capital Outlay	205,005	75,675	129,330	37%
Fire Capital Outlay	15,000	6,643	8,357	44%
Public Works Capital Outlay	305,000	210,793	94,207	69%
Total Capital Outlay	755,455	518,558	236,897	69%
Total Expenditures	8,289,573	7,082,541	1,207,031	85%

General Fund		ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% of BUDGET
<b>ESTIMATED BEGINNING RESOURCES</b>					
	Estimated Beginning Resources	2,318,227	2,318,227		100.00%
	Bond Proceeds for Professional Serv	75,000	75,000		100.00%
<b>REVENUES</b>					
<b>Taxes</b>					
10-00-4001	Property Taxes	1,830,233	1,892,989	(62,756)	103.43%
10-00-4040	Sales & Use Tax	500,000	600,285	(100,285)	120.06%
10-00-4045	Mixed Beverage Sales Tax	-	1,652	(1,652)	NA
10-00-4060	Franchise Fees	185,000	220,744	(35,744)	119.32%
	<b>Total Taxes</b>	<b>2,515,233</b>	<b>2,715,670</b>	<b>(200,437)</b>	<b>107.97%</b>
<b>Transfers In</b>					
10-00-4801	Transfer from Utility Fund - Sewer	1,128,004	1,128,004	-	100.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000	144,000	-	100.00%
	<b>Total Transfers</b>	<b>1,272,004</b>	<b>1,272,004</b>	<b>-</b>	<b>100.00%</b>
<b>Other General Government</b>					
10-00-4500	Interest Income	-	79,103.79	(79,104)	NA
10-00-4690	Sale of Property	500	180.00	320	36.00%
10-00-4799	Miscellaneous Revenue	-	96,355	(96,355)	NA
	<b>Total Other General Government</b>	<b>500</b>	<b>175,639</b>	<b>(175,139)</b>	<b>35127.76%</b>
<b>Administration</b>					
10-10-4101	PID Administrative Services	33,000	27,000	6,000	81.82%
10-10-4405	Building Rent - LEDC	6,000	6,000	-	100.00%
	<b>Total Administration</b>	<b>39,000</b>	<b>33,000</b>	<b>6,000</b>	<b>84.62%</b>
<b>Municipal Court</b>					
10-25-4215	Court Fees	2,000	3,561	(1,561)	178.04%
	<b>Total Municipal Court</b>	<b>2,000</b>	<b>3,561</b>	<b>(1,561)</b>	<b>178.04%</b>
<b>Police Department</b>					
10-45-4240	Police - Fines/Fees	50,000	113,878	(63,878)	227.76%
10-45-4245	Police - Warrant Fees/Fines	5,000	1,476	3,524	29.52%
	<b>Total Police Department</b>	<b>55,000</b>	<b>115,353</b>	<b>(60,353)</b>	<b>209.73%</b>
<b>Fire Department</b>					
10-55-4160	Fire Service Contract	24,000	107,718	(83,718)	448.83%
10-55-4650	Developer Contributions	-	-	-	NA
	<b>Total Fire Department</b>	<b>24,000</b>	<b>107,718</b>	<b>(83,718)</b>	<b>448.83%</b>
<b>Parks &amp; Rec Department</b>					
10-65-4130	Facility Rental	1,500	375	1,125	25.00%
	<b>Total Parks &amp; Rec Department</b>	<b>1,500</b>	<b>375</b>	<b>1,125</b>	<b>25.00%</b>
<b>Development Services</b>					
10-75-4271	Residential Rental Property Registration	-	12,183	(12,183)	NA
10-75-4305	General Permits	210,000	245,439	(35,439)	116.88%
10-75-4310	Land Use Application Fees	80,000	64,295	15,705	80.37%
10-75-4315	New Building Permits	850,000	780,387	69,613	91.81%
10-75-4325	Food Service Inspection Permits	5,500	5,233	267	95.15%
10-75-4350	OSSF Permits	500	400	100	80.00%
10-75-4355	Infrastructure Inspection Fees	525,000	563,333	(38,333)	107.30%
	<b>Total Development Services</b>	<b>1,671,000</b>	<b>1,671,270</b>	<b>(270)</b>	<b>100.02%</b>
<b>Total General Fund Revenues</b>		<b>5,580,237</b>	<b>6,094,591</b>	<b>(514,354)</b>	<b>109.22%</b>
<b>Total Source of Funds</b>		<b>7,973,464</b>	<b>8,487,818</b>	<b>(514,354)</b>	<b>106.45%</b>



General Fund		ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% of BUDGET
<b>EXPENDITURES</b>					
<b>Accounting Adjustment</b>					
10-75-5805	Transfer to Sewer	1,930,000	1,930,000	-	100%
	<b>Total Adjustment</b>	<b>1,930,000</b>	<b>1,930,000</b>	<b>-</b>	<b>100.00%</b>
<b>Administration Services</b>					
10-10-5000	Salaries & Wages	397,925	360,724	37,201	91%
10-10-5025	Health Insurance	49,500	34,174	15,326	69%
10-10-5030	Payroll Taxes	30,441	27,343	3,098	90%
10-10-5035	Retirement	73,616	66,584	7,032	90%
10-10-5040	TWC	1,300	57	1,243	4%
10-10-5045	Workers Comp	1,631	33,820	(32,189)	2074%
10-10-5100	Office Supplies	8,500	4,175	4,325	49%
10-10-5101	Council Supplies	1,500	1,002	498	67%
10-10-5107	Community Event Supplies	7,500	10,728	(3,228)	143%
10-10-5190	Office Furniture & Equipment - not cap	6,000	2,891	3,109	48%
10-10-5200	Phone, Internet	4,500	3,389	1,111	75%
10-10-5210	Electricity	8,500	4,592	3,908	54%
10-10-5220	Natural Gas	7,500	4,730	2,770	63%
10-10-5230	Water	1,000	690	310	69%
10-10-5401	Attorney	45,000	40,403	4,597	90%
10-10-5410	Auditor	16,000	14,252	1,749	89%
10-10-5425	Tax Assessor/Collector	2,500	33	2,467	1%
10-10-5430	Central Appraisal District	19,741	20,064	(323)	102%
10-10-5440	Professional Services - Other	38,000	22,144	15,856	58%
10-10-5510	Advertising	18,000	20,749	(2,749)	115%
10-10-5520	SAAS Contracts (software/app service)	25,000	11,533	13,467	46%
10-10-5540	Cleaning Service	7,500	4,852	2,648	65%
10-10-5545	Election Services	8,000	750	7,250	9%
10-10-5560	Contract Labor	1,000	-	1,000	0%
10-10-5589	Sales Tax Incentive Rebate	45,000	48,155	(3,155)	107%
10-10-5700	Dues & Fees	6,000	5,344	656	89%
10-10-5720	Employee Travel	2,500	3,773	(1,273)	151%
10-10-5725	Employee Training	8,500	4,961	3,539	58%
10-10-5730	Staff Development	3,500	801	2,699	23%
	<b>Total Administration Operations</b>	<b>845,654</b>	<b>752,713</b>	<b>92,942</b>	<b>89%</b>
<b>Admin Capital Outlay</b>					
10-10-9051	CIP-20 Land for City Hall parking expansion	225,450	225,448	2	100%
10-10-9103	Improvements	5,000	-	5,000	0%
	<b>Total Admin Capital Outlay</b>	<b>230,450</b>	<b>225,448</b>	<b>5,002</b>	<b>98%</b>
	<b>Total Admin Services</b>	<b>1,076,104</b>	<b>978,160</b>	<b>97,944</b>	<b>91%</b>
<b>Non-Departmental</b>					
10-15-5100	Office Supplies	8,000	9,731	(1,731)	122%
10-15-5305	Building Maintenance	42,500	14,894	27,606	35%
10-15-5310	Grounds Maintenance	-	1,000	(1,000)	NA
10-15-5440	Professional Services - Other	67,500	110,856	(43,356)	164%
10-15-5460	Insurance - Management Liability	3,317	3,248	69	98%
10-15-5470	Insurance - Facilities	15,362	15,055	307	98%
10-15-5475	Insurance - Vehicles & Equipment	14,048	13,767	281	98%
10-15-5525	Technology Services Contract	40,000	28,103	11,897	70%
10-15-5601	Office Equipment Leases	6,000	4,508	1,492	75%
	<b>Total Non-Departmental</b>	<b>196,727</b>	<b>201,163</b>	<b>(4,436)</b>	<b>102%</b>

General Fund		ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% of BUDGET
<b>Municipal Court Services</b>					
10-25-5000	Salaries & Wages	63,227	55,753	7,474	88%
10-25-5025	Health Insurance	9,900	8,355	1,545	84%
10-25-5030	Payroll Taxes	4,837	4,265	572	88%
10-25-5035	Retirement	11,697	9,229	2,468	79%
10-25-5040	TWC	450	15	435	3%
10-25-5045	Workers Comp	259	-	259	0%
10-25-5100	Office Supplies	2,000	1,541	459	77%
10-25-5402	Judge	12,000	3,713	8,288	31%
10-25-5403	Prosecutor	-	6,525	(6,525)	NA
10-25-5515	Credit Card Contract	1,000	-	1,000	0%
10-25-5546	Jury Service	250	150	100	60%
10-25-5725	Employee Training	1,000	766	234	77%
	<b>Total Municipal Court</b>	<b>106,620</b>	<b>90,310</b>	<b>16,310</b>	<b>85%</b>
<b>Police Services</b>					
10-45-5000	Salaries & Wages	1,149,800	972,893	176,907	85%
10-45-5025	Health Insurance	154,752	113,174	41,578	73%
10-45-5030	Payroll Taxes	87,960	73,376	14,583	83%
10-45-5035	Retirement	212,713	172,245	40,468	81%
10-45-5040	TWC	5,000	189	4,811	4%
10-45-5045	Workers Comp	59,907	-	59,907	0%
10-45-5100	Office Supplies	4,750	6,231	(1,481)	131%
10-45-5103	Community Policing Supplies	11,000	5,970	5,030	54%
10-45-5105	Child Abuse Interlocal - Supplies	1,500	1,500	-	100%
10-45-5125	Operating Supplies	8,500	1,759	6,741	21%
10-45-5155	Uniforms	17,000	7,032	9,968	41%
10-45-5160	Personal Protection Equipment	7,500	5,158	2,342	69%
10-45-5190	Office Furniture & Equipment - not cap	20,000	9,225	10,775	46%
10-45-5195	Tools & Equipment - not capitalized	48,900	34,280	14,620	70%
10-45-5200	Phone, Internet	49,500	22,397	27,103	45%
10-45-5210	Electricity	12,000	6,405	5,595	53%
10-45-5230	Water	1,000	619	381	62%
10-45-5240	Fuel	45,000	38,701	6,299	86%
10-45-5315	Vehicle Maintenance	31,500	45,365	(13,865)	144%
10-45-5325	Equipment Maintenance	5,000	1,190	3,810	24%
10-45-5465	Insurance - Law Enforcement Liability	10,492	10,282	210	98%
10-45-5520	SAAS Contracts (software/app service)	27,500	35,409	(7,909)	129%
10-45-5530	Medical Services	1,500	290	1,210	19%
10-45-5540	Cleaning Service	7,000	5,227	1,773	75%
10-45-5548	Dispatch Service	73,708	70,792	2,916	96%
10-45-5551	Inmate Boarding Contract	12,000	5,153	6,847	43%
10-45-5552	Animal Control Service	6,250	6,250	-	100%
10-45-5700	Dues & Fees	1,000	1,073	(73)	107%
10-45-5720	Employee Travel	1,000	1,096	(96)	110%
10-45-5725	Employee Training	6,000	4,944	1,056	82%
	<b>Total Police Operations</b>	<b>2,079,732</b>	<b>1,658,227</b>	<b>421,504</b>	<b>80%</b>
	<b>Police Capital Outlay</b>				
10-45-9102	Remodel	3,000	713	2,287	24%
10-45-9220	Vehicle	202,005	74,962	127,043	37%
	<b>Total Police Capital Outlay</b>	<b>205,005</b>	<b>75,675</b>	<b>129,330</b>	<b>37%</b>
	<b>Total Police Services</b>	<b>2,284,737</b>	<b>1,733,902</b>	<b>550,835</b>	<b>76%</b>

General Fund		ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% of BUDGET
<b>Fire Services</b>					
10-55-5000	Salaries & Wages	556,210	406,285	149,925	73%
10-55-5025	Health Insurance	77,376	66,461	10,915	86%
10-55-5030	Payroll Taxes	42,550	30,630	11,920	72%
10-55-5035	Retirement	102,899	75,364	27,535	73%
10-55-5040	TWC	1,500	72	1,428	5%
10-55-5045	Workers Comp	37,683	-	37,683	0%
10-55-5100	Office Supplies	3,875	3,084	791	80%
10-55-5125	Operating Supplies	10,000	9,649	351	96%
10-55-5155	Uniforms	12,500	10,225	2,275	82%
10-55-5160	Personal Protection Equipment	97,500	62,280	35,220	64%
10-55-5195	Tools & Equipment - not capitalized	31,000	23,073	7,927	74%
10-55-5200	Phone, Internet	19,500	15,621	3,879	80%
10-55-5210	Electricity	15,000	8,458	6,542	56%
10-55-5212	Electricity - Storm Sirens	-	-	-	NA
10-55-5220	Natural Gas	3,000	2,723	277	91%
10-55-5230	Water	3,500	912	2,588	26%
10-55-5240	Fuel	20,000	12,543	7,457	63%
10-55-5315	Vehicle Maintenance	-	1,976	(1,976)	NA
10-55-5316	Apparatus Maintenance	42,500	59,978	(17,478)	141%
10-55-5325	Equipment Maintenance	5,000	2,560	2,440	51%
10-55-5330	Storm Siren O&M	1,500	109	1,391	7%
10-55-5520	SAAS Contracts (software/app service)	20,000	18,199	1,801	91%
10-55-5530	Medical Services	3,000	6,319	(3,319)	211%
10-55-5536	Ambulance Service	45,635	16,169	29,466	35%
10-55-5540	Cleaning Service	3,900	3,067	833	79%
10-55-5547	Fire Marshal Contract	4,500	2,835	1,665	63%
10-55-5549	Fire Alarm Monitoring Service	1,000	460	540	46%
10-55-5560	Contract Labor	80,000	68,900	11,100	86%
10-55-5700	Dues & Fees	5,500	5,392	108	98%
10-55-5720	Employee Travel	10,000	4,574	5,426	46%
10-55-5725	Employee Training	-	110	(110)	NA
	<b>Total Fire Operations</b>	<b>1,256,628</b>	<b>918,030</b>	<b>338,598</b>	<b>73%</b>
<b>Fire Capital Outlay</b>					
10-55-9103	Improvements	2,500	116	2,384	5%
10-55-9104	Furnishings	12,500	6,527	5,973	52%
10-55-9226	Fire Apparatus	-	-	-	NA
	<b>Total Fire Capital Outlay</b>	<b>15,000</b>	<b>6,643</b>	<b>8,357</b>	<b>44%</b>
	<b>Total Fire Services</b>	<b>1,271,628</b>	<b>924,673</b>	<b>346,955</b>	<b>73%</b>
<b>Parks &amp; Rec Department</b>					
10-65-5310	Grounds Maintenance	27,500	6,284	21,216	23%
	<b>Total Parks &amp; Rec Department</b>	<b>27,500</b>	<b>6,284</b>	<b>21,216</b>	<b>23%</b>
<b>Development Services</b>					
10-75-5570	Inspector Services	245,000	257,446	(12,446)	105%
	<b>Total Development Services</b>	<b>245,000</b>	<b>257,446</b>	<b>(12,446)</b>	<b>105%</b>

General Fund		ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% of BUDGET
<b>Public Works Services</b>					
10-80-5000	Salaries & Wages	291,370	261,557	29,813	90%
10-80-5025	Health Insurance	48,360	40,542	7,818	84%
10-80-5030	Payroll Taxes	22,290	19,998	2,292	90%
10-80-5035	Retirement	53,903	45,664	8,240	85%
10-80-5040	TWC	2,273	56	2,216	2%
10-80-5045	Workers Comp	17,686	-	17,686	0%
10-80-5100	Office Supplies	575	709	(134)	123%
10-80-5102	MS-4 Educational Supplies	1,000	-	1,000	0%
10-80-5125	Operating Supplies	4,500	1,779	2,721	40%
10-80-5155	Uniforms	5,000	4,027	973	81%
10-80-5195	Tools & Equipment - not capitalized	6,000	942	5,058	16%
10-80-5200	Phone, Internet	2,400	2,988	(588)	124%
10-80-5211	Electricity - Street Lights	90,000	62,804	27,196	70%
10-80-5230	Water	1,000	1,572	(572)	157%
10-80-5240	Fuel	14,000	10,041	3,959	72%
10-80-5305	Building Maintenance	22,500	26,851	(4,351)	119%
10-80-5310	Grounds Maintenance	18,000	9,713	8,287	54%
10-80-5315	Vehicle Maintenance	7,000	4,056	2,944	58%
10-80-5325	Equipment Maintenance	10,000	1,056	8,944	11%
10-80-5335	Streets/Sidewalks Maintenance	30,000	15,558	14,442	52%
10-80-5340	Sign Maintenance	11,600	5,140	6,460	44%
10-80-5355	Drainage Maintenance	30,000	-	30,000	0%
10-80-5385	Mosquito Control	12,000	14,430	(2,430)	120%
10-80-5395	Septic System Maintenance	300	-	300	0%
10-80-5415	Engineer	42,000	49,052	(7,052)	117%
10-80-5530	Medical Services	1,000	45	955	5%
10-80-5565	Code Enforcement Services	10,000	-	10,000	0%
10-80-5570	Inspection Services	87,000	170,128	(83,128)	196%
10-80-5720	Employee Travel	1,000	209	791	21%
10-80-5725	Employee Training	3,500	894	2,606	26%
	<b>Total Public Works Operations</b>	<b>846,257</b>	<b>749,810</b>	<b>96,447</b>	<b>89%</b>
	<b>Public Works Capital Outlay</b>				
10-80-9103	Improvements	23,000	-	23,000	0%
10-80-9220	Vehicle	112,000	103,994	8,006	93%
10-80-9221	Equipment	18,000	-	18,000	0%
10-80-9222	Heavy Equipment	150,000	106,799	43,201	71%
10-80-9401	CIP Prep & Admin	2,000	-	2,000	0%
	<b>Total Capital Outlay</b>	<b>305,000</b>	<b>210,793</b>	<b>94,207</b>	<b>69%</b>
	<b>Total Public Works Services</b>	<b>1,151,257</b>	<b>960,603</b>	<b>190,654</b>	<b>83%</b>
<b>Total General Fund Expenditures</b>		<b>8,289,573</b>	<b>7,082,541</b>	<b>1,207,031</b>	<b>85%</b>
<b>Change in Financial Position</b>		<b>(2,709,336)</b>	<b>(987,951)</b>		
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>(316,109)</b>	<b>1,405,276</b>		

<b>DEBT SERVICE (I&amp;S) FUND</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD 08/2023</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>ESTIMATED BEGINNING RESOURCES</b>	84,922	84,922		100%
<b>REVENUE</b>				
50-00-4005 Property Taxes - I&S	1,108,601	1,143,813	(35,212)	103%
50-00-4517 Interest - IB I&S	-	20,558	(20,558)	NA
50-00-4801 Transfer from Utility Fund - Sewer	-	-	-	NA
50-00-4804 Transfer from Utility Fund - I&S	190,000	190,000	-	100%
<b>Total Revenues</b>	<b>1,298,601</b>	<b>1,354,371</b>	<b>(55,770)</b>	
<b>EXPENDITURES</b>				
50-10-5790 Debt Administration	15,000	5,269	9,731	35%
50-10-5820 2020 GO Ref Bonds Principal	470,000	470,000	-	100%
50-10-5821 2020 GO Ref Bonds Interest	24,100	24,100	-	100%
50-10-5822 2020 CO Principal	105,000	105,000	-	100%
50-10-5823 2020 CO Interest	488,550	488,550	-	100%
50-55-5690 2013 Fire Truck Lease	22,501	22,501	(0)	100%
<b>Total Expenditures</b>	<b>1,125,151</b>	<b>1,115,421</b>	<b>9,730</b>	
<b>Change in Financial Position</b>	<b>173,450</b>	<b>238,951</b>		
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>258,372</b>	<b>323,873</b>		

STREET FUND	Maintenance/Construction	ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% OF BUDGET
<b>Funded by Street Maintenance Sales Tax</b>					
<b>ESTIMATED BEGINNING RESOURCES</b>		481,240	481,240		100%
<b>Street Repair Fund Revenue</b>					
17-00-4041	Sales Tax - Dedicated Streets	250,000	300,145	(50,145)	120%
<b>Total Street Repair Fund Revenue</b>		<b>250,000</b>	<b>300,145</b>	<b>(50,145)</b>	
<b>Street Repair Fund Expenditure</b>					
17-80-5335	Street Maintenance	450,000	22,500	427,500	5%
<b>Total Street Repair Expenditure</b>		<b>450,000</b>	<b>22,500</b>	<b>427,500</b>	<b>5%</b>
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>281,240</b>	<b>758,885</b>		
<b>Funded by Annexation Fees</b>					
<b>ESTIMATED BEGINNING RESOURCES</b>		400,570	400,570		100%
<b>Street Repair Revenue</b>					
23-80-4210	Capital Recovery Fees - Lavon Farms	2,864	-	2,864	0%
31-80-4210	Annexation Fees - Trails of Lavon		-	-	NA
32-80-4210	Annexation Fees - Elevon		-	-	NA
<b>Total Street Repair Revenue</b>		<b>2,864</b>	<b>-</b>	<b>2,864</b>	
<b>Street Repair Fund Expenditure</b>					
23-80-5336	Street Maint - Lavon Farms Regional	199,634	-	199,634	0%
31-80-5337	Street Maint - Trails of Lavon Regional	75,000	-	75,000	0%
32-80-5338	Street Maint - Elevon Regional	75,000	-	75,000	0%
<b>Total Street Repair Expenditure</b>		<b>349,634</b>	<b>-</b>	<b>349,634</b>	
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>53,800</b>	<b>400,570</b>		



<b>MUNICIPAL COURT SECURITY FUND</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD 08/2023</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>ESTIMATED BEGINNING RESOURCES</b>	-	17,000		NA
<b>REVENUE</b>				
15-00-4516 Interest - IB Dedicated	-	-	-	NA
15-25-4217 Court - Building Security Fees	4,500	4,022	478	NA
<b>Total Revenues</b>	<b>4,500</b>	<b>4,022</b>	<b>478</b>	
<b>EXPENDITURES</b>				
15-25-5560 Contract Labor - Bailiffs	500	337	163	NA
<b>Total Expenditures</b>	<b>500</b>	<b>337</b>	<b>163</b>	
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>4,000</b>	<b>20,686</b>		

UTILITY FUND		ADOPTED/ AMENDED 2022-23	YTD 08/2023	REMAINING BUDGET	% OF BUDGET
<b>ESTIMATED BEGINNING RESOURCES/TRANSFERS IN</b>		6,305,158	6,305,158		100%
<b>UTILITY FUND REVENUE</b>					
<b>Administration</b>					
20-00-4520	Interest - IB Utility	12,500	22,083	(9,583)	177%
20-00-4521	Interest - IB Sewer Tap	500	28,263	(27,763)	5653%
20-10-4130	Facility Rental	-	-	-	NA
20-10-4240	Police - Fines/Fees	-	-	-	NA
20-85-4202	Administration Fee	25,000	56,750	(31,750)	227%
20-85-4299	Late Fees	12,500	34,359	(21,859)	275%
<b>Total Administration</b>		<b>50,500</b>	<b>141,455</b>	<b>(90,955)</b>	<b>280%</b>
<b>Accounting Adjustment</b>					
20-00-4805	Transfer from General Fund	1,930,000	1,930,000	-	100%
<b>Total Adjustment</b>		<b>1,930,000</b>	<b>1,930,000</b>	<b>-</b>	<b>100%</b>
<b>Sanitary Sewer</b>					
20-85-4110	Sewer Charges	1,093,920	1,149,189	(55,269)	105%
20-85-4230	Sewer Tap Fee	900,000	2,243,041	(1,343,041)	249%
20-85-4231	Bear Creek Trunk Recovery Fee	35,000	136,898	(101,898)	391%
20-85-4330	Online Permit Pmts	-	4,600	(4,600)	NA
<b>Total Sanitary Sewer</b>		<b>2,028,920</b>	<b>3,533,728</b>	<b>(1,504,808)</b>	<b>174%</b>
<b>Solid Waste</b>					
20-86-4115	Solid Waste Income	736,200	804,705	(68,505)	109%
<b>Total Solid Waste</b>		<b>736,200</b>	<b>804,705</b>	<b>(68,505)</b>	<b>109%</b>
<b>Total Revenue</b>		<b>4,745,620</b>	<b>6,409,888</b>	<b>(1,664,268)</b>	<b>135%</b>
<b>UTILITY FUND EXPENDITURES</b>					
<b>Sanitary Sewer</b>					
20-85-4231	Bear Creek Trunk Recovery Fee	20,000	-	20,000	0%
20-85-5210	Electricity	64,000	75,359	(11,359)	118%
20-85-5390	Sewer System Maintenance	40,000	66,602	(26,602)	167%
20-85-5590	NTMWD O&M Contract	540,000	492,440	47,560	91%
20-85-5801	Transfer to General Fund	1,108,000	1,108,000	-	100%
20-85-5804	Transfer to Debt Service	190,000	190,000	-	100%
20-85-9412	CIP-21 Bear Creek WWTP Expansion Ph 4	-	-	-	NA
20-85-9422	Elevon WWTP Construction	-	2,460	(2,460)	NA
20-85-9423	Sewer System Improvements	275,000	98	274,902	0%
<b>Total Sanitary Sewer</b>		<b>2,237,000</b>	<b>1,934,958</b>	<b>302,042</b>	<b>86%</b>
<b>Solid Waste</b>					
20-86-5100	Office Supplies	8,500	6,513	1,987	77%
20-86-5104	Billing Supplies	3,000	13,440	(10,440)	448%
20-86-5190	Office Furniture & Equipment	500	-	500	0%
20-86-5515	Credit Card Contract	3,500	2,683	817	77%
20-86-5520	SAAS Contracts	3,500	593	2,907	17%
20-86-5595	Solid Waste Contract	650,000	563,478	86,522	87%
20-86-5785	Sales Tax	48,000	52,869	(4,869)	110%
20-86-5802	Transfer to General Fund	144,000	144,000	-	100%
<b>Total Solid Waste</b>		<b>861,000</b>	<b>783,577</b>	<b>77,423</b>	<b>91%</b>
<b>Total Expenditure</b>		<b>3,098,000</b>	<b>2,718,535</b>	<b>379,465</b>	<b>88%</b>
<b>Change in Financial Position</b>		<b>1,647,620</b>	<b>3,691,353</b>		
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>7,952,778</b>	<b>9,996,511</b>		