

# AGENDA JANUARY 16, 2024 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. PROCLAMATION

National Human Trafficking Awareness Day

#### 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 December 19, 2023 meeting.
- **B.** Approve Resolution No. <u>2024-01-01</u> approving and authorizing the execution of a Sanitary Sewer Easement granted to the City of Lavon by Bear Creek Commercial Properties, L.P. relating to the State Highway 205 Addition, Phase 2.
- C. Approve Resolution No. <u>2024-01-02</u> approving and authorizing the execution of an Economic Development Incentive Agreement with the Lavon Economic Development Corporation (LEDC) relating to the Fitness Court ® as part of the 2023 National Fitness Campaign.

#### 7. ITEMS FOR CONSIDERATION

- **A.** Public Hearing, discussion, and action regarding an amendment of Chapter 4 Building Regulations, Article 4.02 CONSTRUCTION CODES AND STANDARDS, Division 5 Electrical Code, Section 4.02.121 to adopt the National Electrical Code, 2023 edition North Central Texas Council of Government regional amendments.
  - 1) Presentation of proposed amendment.
  - 2) PUBLIC HEARING to receive comments regarding the proposed amendment.
  - 3) Discussion and action regarding the amendment and accompanying Ordinance No. 2024-01-01.
- **B.** Discussion and action regarding a general policy statement proposed by the Lavon Economic Development Corporation (LEDC) Board of Directors regarding City participation in an incentive offering.
- C. Discussion and action regarding Resolution No. <u>2024-01-03</u> approving and authorizing the execution of an Interlocal Cooperation Agreement for Fire Protection and Emergency Medical Services with Collin County Municipal Utility District No. 5 for the Hillstead Addition.
- **D.** Discussion and action regarding Resolution No. <u>2024-01-04</u> approving and authorizing the execution of Change Order No. 04 to the construction contract with Mart, Inc. for the City of Lavon Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project in an amount not to exceed \$20.125.43 for electrical and HVAC work scope changes.

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi: Select Guest Portal

- **E.** Discussion and action regarding Resolution No. 2023-01-05 approving and authorizing execution of cost neutral Change Order No. 3 to the construction contract with Infra Construction for the City of Lavon Bear Creek Trail Creek Pedestrian Trail Crossing Connection (CIP-15) Construction Project.
- F. Discussion and action regarding events planned for the Solar Eclipse on April 8, 2024.

#### 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 report; CIP budget report; TxDOT projects report; and administration and staff report.

#### 9. SET FUTURE MEETINGS AND AGENDA

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

February 6, 2024 – Regular Meeting

#### 10. PRESIDING OFFICER TO ADJOURN THE MEETING

This is to certify that this Agenda was duly posted on the City's website at <a href="www.cityoflavon.com">www.cityoflavon.com</a> and at City Hall and on or before 6:00 PM on January 12, 2024.

/Rae Norton/	
Rae Norton, City Secretary	

<sup>1.</sup> 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.

<sup>2.</sup> 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 Human Trafficking Awareness Day"

WHEREAS, human trafficking is a public health issue and crime that exploits the most vulnerable individuals, families and communities across the nation; and

**WHEREAS**, the passing of the Trafficking Victims Protection Act in 2000 equipped the U.S. government with new tools to combat the abuse, and violence of the victims; and

WHEREAS, human trafficking can happen to anyone, in person or online, in industries including restaurants, domestic work, construction, agriculture and factories; and

WHEREAS, human trafficking can be prevented by building individual, community and societal understanding and resilience, and addressing the conditions that contribute to exploitation; and

**WHEREAS**, every individual, family, community, and organization can contribute to enhancing human trafficking awareness, prevention, and response by learning about ways to help at www.humantraffickinghotline.org;

**NOW THEREFORE,** I, Vicki Sanson, Mayor of the City of Lavon do hereby recognize the January 11, 2024, in Lavon, Texas as

#### **National Human Trafficking Awareness Day**

and encourage our citizens to keep our community members safe from this crime and stand with survivors of human trafficking.

Be it so PROCLAIMED this 16<sup>th</sup> day of January 2024.

Vicki Sanson, Mayor	



# MINUTES DECEMBER 19, 2023 LAVON CITY COUNCIL CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS REGULAR MEETING

ATTENDING: VICKI SANSON, MAYOR

MIKE SHEPARD, PLACE 1

MIKE COOK, PLACE 2, MAYOR PRO TEM

KAY WRIGHT, PLACE 3, TED DILL, PLACE 4

LINDSEY HEDGE, PLACE 5

- 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 DELIVERED THE INVOCATION.
- 3. ITEMS OF INTEREST/COMMUNICATIONS

City Hall will be closed December 25 and 26, 2023, for Christmas and January 1, 2024, for New Years.

Garbage and Recycle pickup will be moved for the week of Christmas and New Years to Thursdays.

#### 4. CITIZENS COMMENTS

There were no citizen comments.

#### 5. PROCLAMATION

The Community Independent School District School Board was recognized for School Board Appreciation Month and a Proclamation was presented for Martin Luther King Jr. Day.

#### 9. EXECUTIVE SESSION

At 6:38 p.m. in accordance with 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 pursuant to Section 551.072 deliberation regarding the purchase, exchange, lease, or value of real property.

#### 10. RECONVENE INTO REGULAR SESSION

In accordance with the Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 8:07 p.m. and stated no action was taken in executive session.

#### 6. CONSENT AGENDA

- A. Approve the minutes of the December 5, 2023, meeting.
- B. Approve Resolution No. <u>2023-12-02</u> approving and authorizing the execution of an Access Easement granted to the City of Lavon by Bear Creek Commercial Properties, L.P. for public access relating to the State Highway 205 Addition, Phase 2.
- C. Approve Resolution No. <u>2023-12-03</u> approving and authorizing the execution of an encroachment license agreement with the City of Garland doing business as Garland Power & Light (GP&L) for the installation of a roadway, storm sewer, sanitary sewer, and related infrastructure within a portion of a GP&L easement adjacent to the Community ISD Addition north of the intersection of Trails of Lavon Parkway and Rosewood (formerly CR 483).

D. Accept the City Secretary's verification of the Petition for Disannexation from the City of Lavon Extraterritorial Jurisdiction (ETJ) of approximately 219.944 acres situated out of the Drury Anglin Survey, Abstract No. 2, Sheet 4, Tract, 62 and the JAS Strickland Survey, Abstract No. 794, Sheet 3, Tract 26 and approve Ordinance No. 2023-12-04 disannexing the herein described territory from the ETJ of the City of Lavon, Collin County, Texas, and adjusting the boundary limits of said ETJ so as to exclude the described property from within the ETJ; 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.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: DILL SECONDED: HEDGE

APPROVED: UNANIMOUS

#### 7. ITEMS FOR CONSIDERATION

A. Discussion and action regarding the award of the construction contract for the City of Lavon North Wastewater Treatment Plant (WWTP) (CIP-38) and Resolution No. 2023-12-04 authorizing the negotiation and execution of a construction contract with Heritage General Contractor in the amount of \$8,458,000.00 with 480 calendar days to construct and providing an effective date.

Kim Dobbs, City Manager, Mark Hill, Freeman Millican, Inc., and Chris Connelly, Kimley-Horn provided information regarding the project, bids received, the recommendation of the award recommendation, and contract details.

ACTION: APPROVE RESOLUTION NO. <u>2023-12-04</u> AUTHORIZING THE NEGOTIATION AND EXECUTION OF A CONSTRUCTION CONTRACT WITH HERITAGE GENERAL CONTRACTORS IN THE AMOUNT OF \$8,458,000.00 WITH 480 CALENDAR DAYS TO CONSTRUCT, AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: WRIGHT SECONDED: COOK

APPROVED: UNANIMOUS

B. Discussion, and action regarding the acceptance of the public infrastructure related to the expansion and remodel construction project at Phyliss NeSmith Elementary School on Lot 1, Block A, of the Community ISD Elementary Addition.

Ms. Dobbs provided information regarding the acceptance of the infrastructure and noted that the City Engineer recommended approval.

MOTION: ACCEPT THE PUBLIC INFRASTRUCTURE RELATED TO THE EXPANSION AND REMODEL CONSTRUCTION PROJECT AT PHYLISS NESMITH ELEMENTARY SCHOOL ON LOT 1, BLOCK A, OF THE COMMUNITY ISD ELEMENTARY ADDITION.

MOTION MADE: DILL SECONDED: HEDGE

APPROVED: UNANIMOUS

C. Discussion and action regarding Resolution No. <u>2023-12-05</u> approving and authorizing the execution of Change Order No. 5 to the construction contract with North Texas Contracting, Inc. for the City of Lavon Bently Farms, Phase 1 Paving and Storm Drain (CIP-24) Construction Project to close out and make the final cost adjustment for actual quantities installed in an amount not to exceed \$12,445.00; and providing an effective date.

Ms. Dobbs provided information and Mr. Hill detailed the project and proposed change order.

MOTION: APPROVE RESOLUTION NO. <u>2023-12-05</u> APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 5 TO THE CONSTRUCTION CONTRACT WITH NORTH TEXAS CONTRACTING, INC. FOR THE CITY OF LAVON BENTLY

FARMS, PHASE 1 PAVING AND STORM DRAIN (CIP-24) CONSTRUCTION PROJECT TO CLOSE OUT AND MAKE THE FINAL COST ADJUSTMENT FOR ACTUAL QUANTITIES INSTALLED IN AN AMOUNT NOT TO EXCEED \$12,445.00; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: WRIGHT SECONDED: SHEPARD APPROVED: UNANIMOUS

D. Discussion and action regarding acceptance of the Bently Farms Phase 1 Paving and Storm Drain (CIP-24) construction project improvements.

Ms. Dobbs provided information and Mr. Hill detailed the project and noted that the two (2) year warranty period begins at approval.

MOTION: ACCEPT THE BENTLY FARMS PHASE 1 PAVING AND STORM DRAIN (CIP-24) CONSTRUCTION PROJECT IMPROVEMENTS.

MOTION MADE: HEDGE SECONDED: DILL

APPROVED: UNANIMOUS

E. Discussion, and action regarding Resolution No. 2023-12-06 approving and authorizing the execution of Change Order No. 3 to the construction contract with Mart, Inc. for the City of Lavon Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project in an amount not to exceed \$47,823.60 for installation of additional flex base for Public Works and the Police Department; and providing an effective date.

Ms. Dobbs provided details regarding the change order with Mart, Inc. Chief Jones described the parking area conditions.

MOTION: APPROVE AND AUTHORIZE RESOLUTION NO. 2023-12-06 THE EXECUTION OF CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH MART, INC. FOR THE CITY OF LAVON FIRE DEPARTMENT AND PUBLIC WORKS FACILITIES EXPANSION (CIP-9) CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$47,823.60 FOR INSTALLATION OF ADDITIONAL FLEX BASE FOR PUBLIC WORKS AND THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: COOK SECONDED: WRIGHT APPROVED: UNANIMOUS

F. Discussion and action regarding Resolution No. 2023-12-07 approving and authorizing the execution of Change Orders No. 1 and No. 2 to the construction contract with Infra Construction, L.L.C. for the City of Lavon Bear Creek Trail Creek Crossing Connection (CIP-15) Construction Project for the installation of two additional construction exits at Harrison Ln and Rosewood (CR 483) in an amount not to exceed \$7,290.00 and an additional culvert under the new trail in an amount not to exceed \$13,740.00; and providing an effective date.

Ms. Dobbs provided information regarding the construction of the Bear Creek Trail Creek Crossing Connection. Mr. Hill was available for questions.

MOTION: APPROVE AND AUTHORIZE RESOLUTION NO. 2023-12-07 APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDERS NO. 1 AND NO. 2 TO THE CONSTRUCTION CONTRACT WITH INFRA CONSTRUCTION, L.L.C. FOR THE CITY OF LAVON BEAR CREEK TRAIL CREEK CROSSING CONNECTION (CIP-15) CONSTRUCTION PROJECT FOR THE INSTALLATION OF TWO ADDITIONAL CONSTRUCTION EXITS AT HARRISON LN AND ROSEWOOD (CR 483) IN AN AMOUNT NOT TO EXCEED \$7,290.00 AND AN ADDITIONAL CULVERT UNDER THE NEW TRAIL IN AN AMOUNT NOT TO EXCEED \$13,740.00; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: WRIGHT SECONDED: DILL

APPROVED: UNANIMOUS

G. Discussion and action regarding Ordinance No. <u>2023-12-05</u> to amend the fee schedule adopted by Ordinance No. <u>2023-08-10</u> for the Fiscal Year October 1, 2023, through September 30, 2024, as amended, to remove the registration fee for mobile food unit certified food handler/manager and to add a permit fee for an underground fire main.

Ms. Dobbs provided information regarding the fee schedule updates. Chief Anthony detailed the underground Fire Main Fee.

MOTION: APPROVE ORDINANCE NO. <u>2023-12-05</u> TO AMEND THE FEE SCHEDULE ADOPTED BY ORDINANCE NO. <u>2023-08-10</u> FOR THE FISCAL YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, AS AMENDED, TO REMOVE THE REGISTRATION FEE FOR MOBILE FOOD UNIT CERTIFIED FOOD HANDLER/MANAGER AND TO ADD A PERMIT FEE FOR AN UNDERGROUND FIRE MAIN.

MOTION MADE: SHEPARD SECONDED: COOK

APPROVED: UNANIMOUS

#### 8. DEPARTMENT REPORTS

- **A.** Police Services Police Chief Mike Jones provided information regarding the new interim office space and provided reports, detailed upcoming programs, and referenced information provided in the meeting packet.
- **B.** Fire Services Fire Chief Danny Anthony referenced the reports in the meeting packet and answered questions.
- **C. Public Works** Director of Public Works David Carter provided general information regarding the CIP and public works operations.
- **D.** Administration Ms. Dobbs referenced reports in the meeting packet and provided additional information.

#### 10. RECONVENE FROM EXECUTIVE SESSION

A. Discussion and action regarding a Fire and Emergency Services Agreement with the Elevon Municipal Utility District for the Collin County Municipal Utility District No. 5.

No action taken.

B. Discussion and action regarding a License Agreement with Community FC for use of a portion of the J. L. Rees Park area.

Andre Morton, 7880 CR 542, Nevada, TX., Community FC Representative, provided information and answered questions.

MOTION: APPROVE A LICENSE AGREEMENT WITH COMMUNITY FC FOR USE OF A PORTION OF THE J. L. REES PARK AREA SUBJECT TO CITY ATTORNEY APPROVAL SUBJECT TO RECEIVING AND APPROVING FINANCIAL INFORMATION.

MOTION MADE: WRIGHT SECONDED: DILL

APPROVED: UNANIMOUS

#### 9. SET FUTURE MEETINGS AND AGENDA

January 2, 2024 – Regular Meeting – Cancel if appropriate January 16, 2024 – Regular Meeting

12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:02 P.M.

# Vicki Sanson, Mayor ATTEST:

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 16th day of January 2024.

Rae Norton, City Secretary



### CITY OF LAVON Agenda Brief

MEETING: <u>January 16, 2024</u> ITEM: <u>6 - B</u>

#### Item:

#### **CONSENT AGENDA**

Approve Resolution No. <u>2024-01-01</u> approving and authorizing execution of a Sanitary Sewer Easement granted to the City of Lavon by Bear Creek Commercial Properties, L.P. relating to the State Highway 205 Addition, Phase 2.

#### **Background**

On October 17, 2023, the City Council approved the final plat of the State Highway 205 Addition, Phase 2, subject to the final approval of the City Engineer.

The final plat references an off-site sanitary sewer easement to be dedicated by a separate easement. The easement will contain infrastructure constructed by the developer and dedicated to the City to serve the development.

The proposed easement fulfills the plat requirements.

#### **Financial Implication:**

There are no financial implications.

#### Staff Notes:

The city attorney and city engineer have reviewed and approved the form. Approval is recommended.

#### **Attachments:**

- 1) Resolution and Proposed Easement
- 2) State Highway Addition, Phase 2 Final Plat
- 3) Location Exhibits

#### CITY OF LAVON, TEXAS

#### **RESOLUTION NO. 2024-01-01**

Sanitary Sewer Easement – SH 205 Addition Ph. 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF A SANITARY SEWER EASEMENT GRANTED TO THE CITY OF LAVON BY BEAR CREEK COMMERCIAL PROPERTIES, L.P. RELATING TO THE STATE HIGHWAY 205 ADDITION, PHASE 2; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City Council approved the final plat of the State Highway 205 Addition, Phase 2 on October 17, 2023; and

**WHEREAS**, the City Council has considered and determined that approving the sanitary sewer easement 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 a Sanitary Sewer Easement granted to the City of Lavon by Bear Creek Commercial Properties, L.P. relating to the State Highway 205 Addition, Phase 2, 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 16<sup>th</sup> day of January 2024.

	Vicki Sanson, Mayor	
ATTEST:		
Rae Norton, City Secretary		

# CITY OF LAVON, TEXAS RESOLUTION NO. 2024-01-01

EXHIBIT A
EASEMENT

#### PERMANENT SANITARY SEWER EASEMENT

#### STATE OF TEXAS

#### KNOW ALL MEN BY THESE PRESENTS:

#### **COUNTY OF COLLIN**

That Bear Creek Commercial Properties, LP, of the County of Collin and State of Texas (GRANTOR), in consideration of the sum of Ten Dollars (\$10.00) to me in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by my property; by these presents do grant and convey unto the City of Lavon (GRANTEE), a municipal corporation, an exclusive 15-foot wide permanent sanitary sewer easement under, in and along the hereinafter describe property for the purpose of constructing, maintaining, operating, repairing, replacing, and removing an underground sanitary sewer(s) and associated appurtenances (collectively, the FACILITIES) on the property described in **Exhibit A** and shown on **Exhibit B** hereto (EASEMENT PROPERTY).

To have and to hold the above-described easement unto the Grantee for the purposes hereinbefore provided, and Grantee shall have the right to go upon the Easement Property for the purpose of operating or repairing the Facilities. All expenses in the construction and maintenance of the Facilities shall be at the expense of the Grantee and in the construction of the Facilities, should Grantee find it needful to remove any improvements now on the Easement Property, such removal and the replacing of same shall be wholly at the cost of the Grantee.

The Easement Property may be used by Grantor for any purpose that does not unreasonably interfere with the Grantee's use and enjoyment of the easement granted herein, including, for parking, access and landscaping. Otherwise, no buildings, improvements, or other utilities shall be constructed, reconstructed, or placed on or across the easement, said easement being hereby reserved for the purposes described herein. Grantee shall have the right to remove and keep removed all or parts of any buildings, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance, or efficiency of the Facilities without the necessity, at any time, of procuring the permission of anyone. Landscaping (trees & shrubs) shall not be placed within five (5) feet of the pipeline and/or manholes. The Grantee is not responsible for loss of landscaping due to maintenance, operation, replacement or removal of the facilities. In the event that landscaping is within the 15-foot easement and must be removed the Grantee shall be required to install sod within the disturbed area.

This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, and outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extend, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Collin County, Texas, or that may be apparent on the Easement Property.

Grantor makes no representations or warranties, express or implied concerning the physical condition of the Easement Property, and Grantee accepts the physical condition of the Easement Property in its "AS IS" condition.

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In Testimony	Whereof,	witness my	hand, this the	eday	of,	2023.

#### ACKNOWLEDGED AND AGREED TO BY:

#### **GRANTOR:**

Bear Creek Commercial Properties, LP, a Texas limited liability company

By: Hunt Land Holdings, LLC,

General Partner

By:

Name: Carter W. Huns

Authorized Representative

#### STATE OF TEXAS

COUNTY OF DALLAS	
W. Kunt, known to 1	Dallas County, Texas, on this day personally appeared <u>Cartan</u> me to be the person whose name is subscribed to the ged to me that (he)(she) executed the same for the purpose
Given under my hand and seal of offic	•
JANET BRACKENRIDGE Notary Public, State of Texas Comm. Expires 09-25-2024 Notary ID 578658-0	Notary Public, State of Texas  GRANTEE:  City of Lavon a Texas municipal corporation  By:  Vicki Sanson, Mayor
STATE OF TEXAS	
COUNTY OF COLLIN	

This instrument was acknowledged before me on the \_\_\_\_day of \_\_\_\_ VICKI SANSON, on behalf of the City of Lavon, a Texas municipal corporation, as its Mayor. Given under my hand and seal of office this \_\_\_\_\_day of \_\_\_\_\_\_, 2023. Notary Public, State of Texas

#### SHEET 1 OF 2

# EXHIBIT A 15' SANITARY SEWER EASEMENT W.A.S. BOHANNAN SURVEY, ABSTRACT NO. 121

CITY OF LAVON, COLLIN COUNTY, TEXAS

Being that certain 4,759 square feet (0.109 acre) tract of land situated in the W.A.S. Bohannan Survey, Abstract No. 121, Collin County, Texas, being a portion of that certain tract of land conveyed as Tract 1 to Bear Creek Commercial Properties, LP by deed recorded in Volume 5446, Page 3422, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Bear Creek Commercial Properties, LP by deed recorded in County Clerk's File No. 20070404000453370, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most easterly northwest corner of said Bear Creek tract (County Clerk's File No. 20070404000453370), same being the northeast corner of that certain tract of land conveyed to L&D Property Holdings, LLC Series D—L & D Real Estate, by deed recorded in County Clerk's File No. 20210201000208920, Official Public Records, Collin County, Texas, same being in the south right—of—way line of State Highway No. 78 (variable width right—of—way);

THENCE South 01 deg. 28 min. 30 sec. West, along the common of said Bear Creek tract (County Clerk's File No. 20070404000453370) and said L&D Property Holdings tract, a distance of 150.98 feet to angle point;

THENCE South 88 deg. 39 min. 16 sec. East, through the interior of said Bear Creek tract (County Clerk's File No. 20070404000453370), a distance of 10.42 feet to the northwest corner of the herein described tract, same being the most westerly southwest corner of a 15 foot Sanitary Sewer Easement recorded in County Clerk's File No. 20210000002308160, Official Public Records, Collin County, Texas, same being the POINT OF BEGINNING;

THENCE South 88 deg. 39 min. 16 sec. East, through the Interior of said Bear Creek tract (County Clerk's File No. 20070404000453370) and along said 15 foot Sanitary Sewer Easement, a distance of 15.00 feet to the most northerly northeast corner of the herein described tract, same being the most westerly southwest corner of said 15 foot Sanitary Sewer Easement;

THENCE continuing through the interior of said Bear Creek tract (County Clerk's File No. 20070404000453370) as follows:

South 01 deg. 18 min. 54 sec. West, a distance of 108.95 feet to an interior corner;

South 89 deg. 57 min. 05 sec. East, passing an east line of said Bear Creek tract (County Clerk's File No. 20070404000453370), same being in a west line of aforesaid Bear Creek tract (Volume 5446, Page 3422), and continuing through the interior of said Bear Creek tract (Volume 5446, Page 3422), a total distance of 131.30 feet to corner;

THENCE through the interior of said Bear Creek tract (Volume 5446, Page 3422) as follows:

South 01 deg. 27 min. 43 sec. West, a distance of 77.03 feet to the southeast corner of the herein described tract;

North 88 deg. 51 min. 19 sec. West, a distance of 15.00 feet to the southwest corner of the herein described tract;

North 01 deg. 27 min. 43 sec. East, a distance of 61.75 feet to interior corner;

North 89 deg. 57 min. 05 sec. West, passing a west line of said Bear Creek tract (Volume 5446, Page 3422), same being in an east line of aforesaid Bear Creek tract (County Clerk's File No. 20070404000453370), and continuing through the interior of said Bear Creek tract (County Clerk's File No. 20070404000453370), a total distance of 131.26 feet to corner;

THENCE North 01 deg. 18 min. 54 sec. East, and continuing through the interior of said Bear Creek tract (County Clerk's File No. 20070404000453370), a distance of 124.29 feet to the POINT OF BEGINNING and containing 4,759 square feet or 0.109 acre of computed land, more or less.

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S 88'39'16" E	10.42	
L2	S 88°39'16" E	15.00'	
L3	S 01°18′54" W	108.95'	
L4	S 89'57'05" E	131.30'	
L5	S 01°27'43" W	77.03'	
L6	N 88'51'19" W	15.00'	
L7	N 01°27'43" E	61.75'	
L8	N 89*57'05" W	131.26'	
L9	N 01"18'54" E	124.29'	

JOB NO.:

REVISION

DRAWN:

NOT TO SCALE

DATE:

23-0109

J.B.W.

10/04/2023

The undersigned, Registered Professional Land Surveyor, hereby certifies that this legal description accurately sets out the metes and bounds of the easement tract described.

TIMOTHY R. MANKIN

TIMOTHY R. MANKIN
Registered Professional Land Surveyor No. 6122

SURVEYING, LLC

www.peisersurveying.com FIRM NO. 100998-00 1612 HART STREET

PEISER & MANKIN

SUITE 201 SOUTHLAKE, TEXAS 76092 817-481-1806 (0)

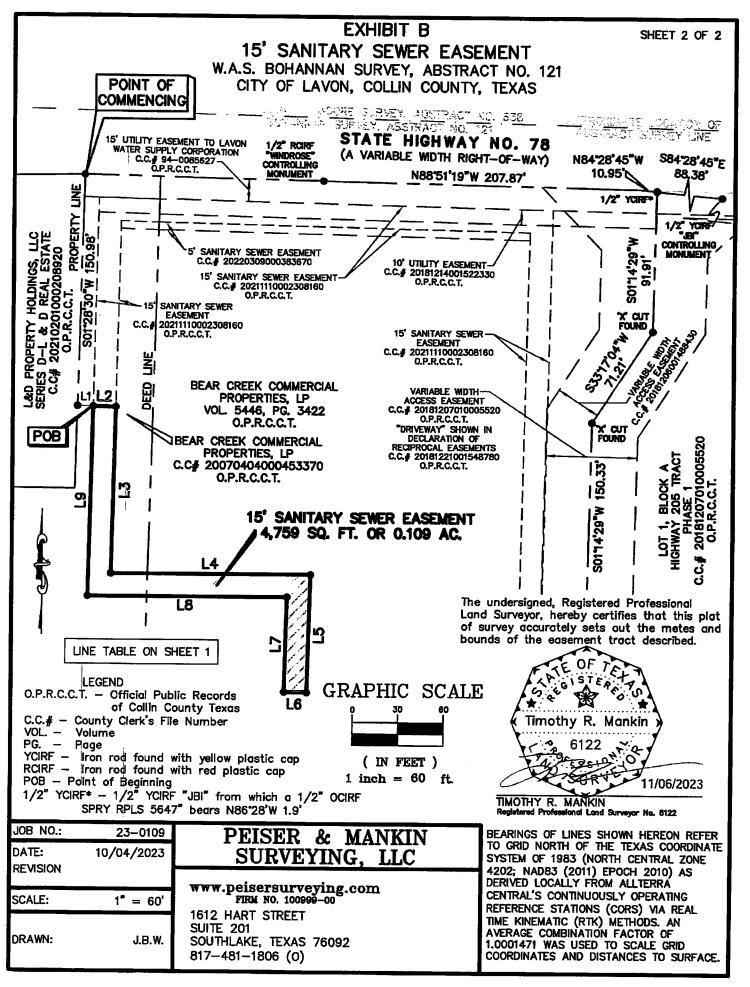


BOUN.



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care hour difference

WILLIAM H. MOORE SURVEY STATE HIGHWAY NO. 78 ABSTRACT NO. 638 (A VARIABLE WIDTH RIGHT-OF-WAY) APPROXIMATE LOCATION OF ABSTRACT SURVEY LINE ABSENCE OF OBJECTION POINT OF STATE OF TEXAS (PARCEL 3 **BEGINNING** C.C.# 201211010013968670 S88°51'19"E 207.87' 'X' CUT SET —15' UTILITY EASEMENT TO LAVON WATER SUPPLY CORPORATION C.C.# 94-0085627 O.P.R.C.C.T. 15' SANITARY SEWER FASEMENT-C.C.# 20211110002308160 C.C.# 20181214001522330 (TO BE ABANDONED BEARS N86'28'W 1.9'-\_\_\_\_\_O.P<u>.R.C.C</u>.T.\_ TO BE ABANDONED BY SEPARATE INSTRUMENT) (TO BE ABANDONED L12 BY SEPARATE INSTRUMENT) — 24' ACCESS EASEMENT (BY THIS PLAT) 24' ACCESS EASEMENT (BY SEPARATE INSTRUMENT) (TO BE PARTIALLY ABANDONED -15' WATER EASEMENT BY SEPARATE INSTRUMENT GRAPHIC SCALE ( IN FEET ) REMAINDER OF 1 inch = 30 ft.BEAR CREEK COMMERCIAL LOT 2, BLOCK A PROPERTIES, LP 67,930 SQ. FT. LOT 1, BLOCK A VOL. 5446, PG. 3422 HIGHWAY 205 TRACT PHASE 1 OR 1.559 AC. O.P.R.C.C.T. C.C.# 20181207010005520 O.P.R.C.C.T. BEAR CREEK COMMERCIAL PROPERTIES, LP VOL. 5446, PG. 3422 O.P.R.C.C.T. 24' ACCESS EASEMENT (BY SEPARATE INSTRUMENT) -15' WATER FASEMEN ACCESS EASEMENT DECLARATION OF 15' SANITARY SEWER EASEMENT RECIPROCAL EASEMENTS (BY SEPARATE INSTRUMENT) ∠24' ACCESS EASEMENT (BY THIS PLAT) ' SANITARY SEWER EASEMENT 24' ACCESS EASEMENT 24' ACCESS EASEMENT L20 ACCESS FASEMENT (BY THIS PLAT) N88°51'18"W 182.35' BEAR CREEK COMMERCIAL PROPERTIES, LP VOL. 5376, PG. 5572 15' DRAINAGE EASEMENT (BY SEPARATE INSTRUMENT)-O.P.R.C.C.T. BCSUD APPROVAL RECOMMENDED FOR APPROVAL: THIS PLAT CORRECTLY REPRESENTS THE REQUIRED EASEMENTS AND CERTIFICATIONS REQUIRED BY BEAR CREEK SPECIAL UTILITY DISTRICT FOR S 33°17′04″ W 71.2 S 01°14′29″ W 195. S 01°27′43″ W 14.76 S 88°47′19″ E 10.08 N 88°47′19″ W 15.00 N 01°08′41″ E 192.22 S 88°51′19″ E 15.00′ S 01°08′41″ W 333.60 THIS DEVELOPMENT CHAIRMAN, PLANNING AND ZONING COMMISSION BEAR CREEK SPECIAL UTILITY DISTRICT NAME/TITLE: \_\_\_\_\_\_ 5 01°27'43" W 33.74' 5 88°51'19" E 121.23' 5 88°51'19" E 21.56' 5 01°08'41" W 24.00' MAYOR, CITY OF LAVON, TEXAS DATE | 88°51'19" W | 21.56' | 88°51'19" W | 94.47'

### NOTES:

01°08'41" W 247.04' 3 88°51'19" E 124.07' 4 00°06'36" W 4.20' 5 88°45'57" E 26.72' 5 58°12'53" E 3.81' S 01°14'29" W 31.05' N 88°51'19" W 148.07'

| 01°08'41" E | 90.72' | 88°51'19" W | 3.90' | 140.02' | 3.90' | 140.02' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.90' | 3.9

88°51'19" W 2.9

1 01°27'43" E 24.00' 5 88°51'19" E 143.93

N 88°51'19" W 152.26 S 01°27'43" W 13.83'

 N 88°51'18" W
 29.85'

 N 01°08'41" E
 4.83'

 S 88°51'19" E
 18.00'

 S 01°08'41" W
 15.00'

 N 88°51'19" W
 18.00'

 S 01°08'41" W
 126.35

1. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. FLOOD STATEMENT: AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD), MAP DATE 6/2/2009 COMMUNITY PANEL NO. 48085C0440J SUBJECT LOT IS LOCATED IN ZONE 'X'.

IF THIS SITE IS NOT WITHIN AN IDENTIFIED FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. 3. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ZONING ORDINANCE

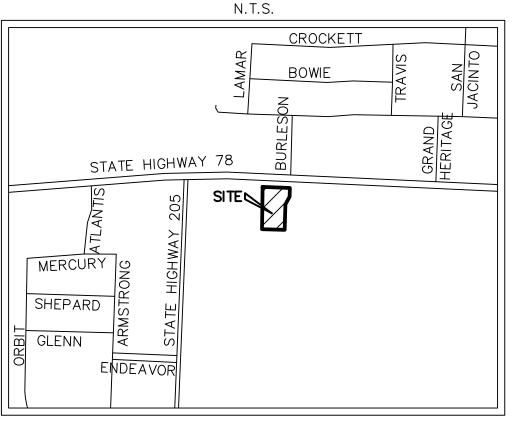
NUMBER 2004-09-05. 4. BASIS OF BEARING - BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE 4202; NAD83 (2011) EPOCH 2010) AS DERIVED LOCALLY FROM ALLTERRA CENTRAL'S CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) METHODS. AN AVERAGE COMBINATION FACTOR OF 1.0001471 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.

BEAR CREEK COMMERCIAL PROPERTIES, LP 2101 CEDAR SPRINGS ROAD, SUITE 600 DALLAS, TEXAS 75201 214-880-8400

**ENGINEER:** VASQUEZ ENGINEERING, L.L.C. JUAN VASQUEZ 1919 S. SHILOH RD, SUITE 440 GARLAND, TEXAS 75042 972-278-2948 JVASQUEZ@VASQUEZENGINEERING.COM

CONTACT: CARTER W. HUNT

VICINITY MAP



<u>LEGEND</u> SQ. FT. — SQUARE FEET CC# — COUNTY CLERK'S FILE NUMBER O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

YCIRF - IRON ROD FOUND WITH YELLOW PLASTIC CAP |IRS — IRON ROD SET W/ "PEISER & MANKIN SURV" RED PLASTIC CAF RCIRF - IRON ROD FOUND WITH RED PLASTIC CAP VOL. - VOLUME PG. – PAGE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT BEAR CREEK COMMERCIAL PROPERTIES, LP, ACTING BY AND THROUGH ITS DULY AUTHORIZED AGENT, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS HIGHWAY 205 TRACT, PHASE 2, AN ADDITION TO THE CITY OF LAVON, TEXAS AND DOES HERBY DEDICATE TO THE PUBLIC USE, INCLUDING THE USE BY BEAR CREEK SPECIAL UTILITY DISTRICT, FOREVER, THE STREETS AND EASEMENTS SHOWN HEREON. BEAR CREEK COMMERCIAL PROPERTIES, LP, DOES HEREBY CERTIFY THE FOLLOWING: 1. THE STREETS, ALLEY AND RIGHT OF WAYS ARE DEDICATED TO THE CITY OF LAVON FOR STREET AND ALLEY PURPOSES.

SQUARE FEET OR 1.559 ACRE OF COMPUTED LAND, MORE OR LESS.

LEGAL DESCRIPTION:

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"SPRY" BEARS NORTH 86 DEG. 28 MIN. WEST, 1.9 FEET;

BEING ALL THAT CERTAIN 1.559 ACRE TRACT OF LAND SITUATED IN THE W.A.S. BOHANNAN SURVEY, ABSTRACT NO. 121, COLLIN COUNTY. TEXAS. BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED AS TRACT 1 TO BEAR CREEK COMMERCIAL PROPERTIES, LP BY DEED RECORDED IN VOLUME 5446, PAGE 3422, DEED RECORDS, COLLIN COUNTY, TEXAS,

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JBI" FOR THE NORTHEAST CORNER OF

NORTHWEST CORNER OF LOT 1, BLOCK A, HIGHWAY 205 TRACT PHASE 1, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY. TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 20181207010005520, OFFICIAL

PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAME BEING IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78

SOUTH 01 DEG. 14 MIN. 29 SEC. WEST, PASSING AN 'X' CUT FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 1, AND

IRON ROD WITH "PEISER & MANKIN SURV" RED PLASTIC CAP SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED

CONTINUING THROUGH THE INTERIOR OF SAID BEAR CREEK TRACT, A TOTAL DISTANCE OF 195.33 FEET TO A 1/2 INCH

NORTH 88 DEG. 51 MIN. 18 SEC. WEST, A DISTANCE OF 182.35 FEET TO A 1/2 INCH IRON ROD SET WITH "PEISER &

NORTH 01 DEG. 27 MIN. 43 SEC. EAST, A DISTANCE OF 348.38 FEET TO A 1/2 INCH IRON ROD WITH RED "WINDROSE"

SAID BEAR CREEK TRACT, SAME BEING IN THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY 78;

THENCE ALONG THE COMMON LINE OF SAID BEAR CREEK TRACT AND SAID STATE HIGHWAY 78 AS FOLLOWS:

SOUTH 88 DEG. 51 MIN. 19 SEC. EAST, A DISTANCE OF 207.87 FEET TO AN 'X' CUT SET FOR ANGLE POINT;

PLASTIC CAP FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING IN THE NORTH LINE OF

SOUTH 84 DEG. 28 MIN. 45 SEC. EAST, A DISTANCE OF 10.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 67,930

(VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 1/2 INCH IRON ROD FOUND FOUND WITH ORANGE PLASTIC CAP STAMPED

THENCE THROUGH THE INTERIOR OF SAID BEAR CREEK TRACT AND ALONG THE WESTERLY LINE OF SAID LOT 1 AS FOLLOWS:

THE HEREIN DESCRIBED TRACT, SAME BEING IN THE NORTH LINE OF SAID BEAR CREEK TRACT, SAME BEING THE

SOUTH 01 DEG. 14 MIN. 29 SEC. WEST, A DISTANCE OF 91.91 FEET TO AN 'X' CUT FOUND FOR CORNER;

SOUTH 33 DEG. 17 MIN. 04 SEC. WEST, A DISTANCE OF 71.21 FEET TO AN 'X' CUT FOUND FOR CORNER;

MANKIN SURV" RED PLASTIC CAP SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE CONTINUING THROUGH THE INTERIOR OF SAID BEAR CREEK TRACT AS FOLLOWS:

2. ALL PUBLIC IMPROVEMENTS AND DEDICATIONS SHALL BE FREE AND CLEAR OF ALL DEBTS, LIENS, AND/OR ENCUMBRANCES. 3. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN ARE DEDICATED FOR THE PUBLIC USE, INCLUDING SPECIFICALLY FOR THE CITY OF LAVON OR BEAR CREEK SPECIAL UTILITY DISTRICT, FOREVER FOR THE PURPOSES INDICATED ON THE PLAT.

LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS IF APPROVED BY THE CITY OF LAVON. 5. THE CITY OF LAVON AND BEAR CREEK SPECIAL UTILITY DISTRICT ARE NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, UNDER OR OVER ANY EASEMENTS CAUSED BY MAINTENANCE OR

6. UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL AND ACCOMMODATIONS OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC AND CITY OF LAVON 7. THE CITY OF LAVON, BEAR CREEK SPECIAL UTILITY DISTRICT, AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTH WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN THE

4. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT

8. THE CITY OF LAVON, BEAR CREEK SPECIAL UTILITY DISTRICT, AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS

WITHOUT THE NECESSITY AT ANY TIME OR PROCURING PERMISSION FROM ANYONE 9. ALL MODIFICATIONS TO THIS DOCUMENT SHALL BE BY MEANS OF PLAT AND APPROVED BY THE CITY OF LAVON. UNLESS SAID MODIFICATIONS PERTAIN TO BEAR CREEK SPECIAL UTILITY DISTRICT SHALL ALSO REVIEW AND APPROVE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS OF THE CITY OF LAVON, TEXAS.

WITNESS MY HAND, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CARTER W. HUNT, VICE PRESIDENT OF HUNT LAND HOLDINGS, LLC GENERAL PARTNER OF BEAR CREEK COMMERCIAL PROPERTIES. LP

STATE OF TEXAS~ COUNTY OF \_\_\_\_~

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED CARTER W. HUNT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AT \_\_\_\_\_, TEXAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S STATEMENT

. TIMOTHY R. MANKIN. A REGISTERED PROFESSIONAL LAND SURVEYOR. LICENSED BY THE STATE OF TEXAS. AFFIRM THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION. FROM RECORDED DOCUMENTATION. EVIDENCE COLLECTED ON THE GROUND DURING FIELD OPERATIONS AND OTHER RELIABLE DOCUMENTATION.

## PRELIMINARY ONLY, NOT FOR RECORDING

TIMOTHY R. MANKIN TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6122

NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS

STATE OF TEXAS: COUNTY OF TARRANT:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TIMOTHY R. MANKIN, KNOWN TO ME TO BE THE PERSON OR PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY HEREIN STATED AND THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

# FINAL PLAT HIGHWAY 205 TRACT, PHASE 2

1 COMMERCIAL LOT LOT 2, BLOCK A

1.559 ACRES OUT OF THE WAS BOHANNAN SURVEY, ABSTRACT NO. 121 CITY OF LAVIONE COLLINE COLINITY TEVAC

	CITY OF LAVON, COLLIN COUNTY, TEXAS			
JOB NO.: DATE:	23-0109 06/13/2023	PEISER & MANKIN SURVEYING, LLC www.peisersurveying.com	SHEET	
FIELD DATE:	5/30/2023	To 1612 HART STREET, COMMERCIAL Texas	1	
SCALE:	1" = 30'	PMS SUITE 201 RESIDENTIAL BOUNDARIES Society of Professional Surveyors	ОГ	
FIELD:	J.D.H.	$\sqrt{\hbar}$   LLC/ 817-481-1806 (0) TOPOGRAPHY	OF	
DRAWN:	J.B.W.	MORTGAGE	1	
CHECKED:	T.R.M.	tmankin@peisersurveying.com FIRM No. 100999-00 Member Since 1977		

16





## CITY OF LAVON Agenda Brief

MEETING: <u>January 16, 2024</u> ITEM: <u>6 - C</u>

#### Item:

#### **CONSENT AGENDA**

Approve Resolution No. <u>2024-01-02</u> approving and authorizing the execution of an Economic Development Incentive Agreement with the Lavon Economic Development Corporation (LEDC) relating to the 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. During budget work sessions 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.

On November 21, 2023, the City Council allocated funding, in partnership with the Lavon Economic Development Corporation, for a Fitness Court. For a Fitness Court (FC) approximate costs include:

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

On January 8, 2024, the LEDC Board considered and approved an Economic Development Incentive Agreement relating to their participation in the project.

#### Staff Notes:

Approval is recommended.

**Attachments:** Proposed Resolution and Agreement

#### CITY OF LAVON, TEXAS

#### **RESOLUTION NO. 2024-01-02**

LEDC Economic Development Incentive Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEV ELOPEMENT INCENTIVE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City owns certain real property described in **Exhibit "A"**, which consists of an approximately 60-acre tract of land in Lavon, Collin County, Texas, generally located at 200 School Road, Lavon, Texas (the "Property"); and

WHEREAS, the City desires to develop an outdoor fitness court studio described in the submittals filed with the Lavon Economic Development Corporation (the "LEDC"), (hereinafter defined as the "Facility"); and

**WHEREAS**, LEDC has agreed to contribute to the costs of the Facility on the Property through an economic development grant and incentives as set forth herein; and

**WHEREAS**, the City Council has considered and determined that approving the agreement serves and 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 an Economic Development Incentive Agreement, 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 16<sup>th</sup> day of January 2024.

	Vicki Sanson, Mayor	
ATTEST:		
Rae Norton, City Secretary		

# CITY OF LAVON, TEXAS RESOLUTION NO. 2024-01-02

# EXHIBIT A AGREEMENT

#### ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("<u>Agreement</u>") is made by and among the Lavon Economic Development Corporation (the "<u>LEDC</u>"), and the City of Lavon, Texas (the "<u>City</u>")(each a "<u>Party</u>" and collectively the "<u>Parties</u>"), acting by and through their respective authorized representatives.

#### WITNESSETH:

- **WHEREAS**, the City owns certain real property described in **Exhibit "A"**, which consists of an approximately  $60\pm$  acre tract of land in Lavon, Collin County, Texas, generally located at 120 School Road, Lavon, Texas (the "<u>Property</u>"); and
- **WHEREAS**, the City desires to develop an outdoor fitness court studio described in the submittals filed with the LEDC (hereinafter defined as the "Facility"); and
- WHEREAS, LEDC has agreed to contribute to the costs of the Facility on the Property through an economic development grant and incentives as set forth herein; and
- **WHEREAS**, on September 25, 2023, the LEDC held a public hearing to hear public comments regarding the Facility project; and
- **WHEREAS**, LEDC intends to contribute up to One Hundred Thousand and no/100 Dollars (\$100,000.00) toward the cost of the Facility; and
- WHEREAS, the promotion of new community development initiatives within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and
  - WHEREAS, the LEDC has adopted programs for promoting economic development; and
- WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505 of the Texas Local Government Code (the "Act" or "Development Corporation Act"), including Section 505.152, authorizes the LEDC to fund expenditures for equipment, facilities, and improvements found by the board of directors to be required or suitable for use for amateur sports, including children's sports, athletic, and public park purposes and events, including parks and park facilities; and
- WHEREAS, the LEDC has determined that the LEDC Grant (hereinafter defined) for the Facility is required or suitable to promote or develop new or expanded community development initiatives and constitutes a "project," as that term is defined in the Act, and has complied with the notice requirements of the Act; and
- WHEREAS, the LEDC has determined that making the LEDC Grant for the Facility in accordance with this Agreement will further the objectives of the LEDC, will benefit the City and

the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"City" shall have the meaning ascribed in the Recitals above.

"Effective Date" shall have the meaning in Article II below.

"Expenditure Information" shall have the meaning ascribed in Sec. 3.2(b).

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Site Plan attached as **Exhibit** "B".

"LEDC" shall have the meaning ascribed in the introductory paragraph above.

"LEDC Grant" shall mean an economic development grant of up to One Hundred Thousand and no/100 Dollars (\$100,000.00) to defray a portion of the final verified costs to conduct the construction of the Facility, to be paid as set forth herein.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

"Party" and "Parties" shall have the meaning ascribed in the introductory paragraph above.

"Property" shall have the meaning ascribed in the Recitals above.

"Site Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit** "B".

"Term" shall have the meaning ascribed in Article II below.

#### Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the "<u>Effective Date</u>") and continue until the Expiration Date (the "<u>Term</u>"), unless sooner terminated as provided herein.

# Article III Projects

3.1 <u>Facility Timeframe</u>. The City shall, subject to events of Force Majeure, cause the Facility completion to occur not later than June 30, 2024.

#### 3.2 Facility Project.

- (a) <u>Cost Participation</u>. The LEDC agrees to contribute to the costs of the Facility through the payment of the LEDC Grant. The LEDC Grant shall be paid to the City within thirty (30) days of the Effective Date. In the event that the Facility construction does not occur, the City shall reimburse the LEDC the full amount of the LEDC Grant.
- (b) <u>Facility Cost Verification</u>. Following completion of the Facility, but not later than thirty (30) days after completion of the Facility, City shall submit to the LEDC receipts, records, and invoices for the payment of the costs of the Facility, and such other records as the LEDC may reasonably request to verify such that the final actual costs are at least \$155,000 on the Facility (the "Expenditure Information").

#### Article IV Termination

- 4.1 <u>Termination</u>. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:
  - (a) by mutual written agreement of all the Parties; or
  - (b) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

#### Article V Miscellaneous

- 5.1 <u>Binding Agreement.</u> The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the City to receive the LEDC Grant shall be personal to the City and shall not transfer to the City's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.
- 5.2 <u>Limitation on Liability</u>. Except for the LEDC's obligations to pay the LEDC Grant as set forth in this Agreement, the LEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to City, or any third parties in connection with the Facility and/or the Property. City acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the LEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. LEDC acknowledges and agrees that there shall be no personal recourse to the officers, employees or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement.
- 5.3 <u>No Joint Venture</u>. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.
- 5.4 <u>Authorization</u>. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- 5.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for LEDC, to:

Lavon Economic Development Corporation Attn: Executive Director 120 School Road, PO Box 340 Lavon, Texas 75116

If intended for City, to:

City of Lavon, Texas Attn: City Manager 120 School Road, PO Box 340 Lavon, TX 75116

- 5.6 <u>Entire Agreement</u>. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement.
- 5.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- 5.8 <u>Amendment</u>. This Agreement may only be amended by the mutual written agreement of the Parties.
- 5.9 <u>Legal Construction</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.10 <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- 5.11 <u>Successors and Assigns</u>. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.
  - 5.12 <u>Recitals</u>. The recitals to this Agreement are incorporated herein.
- 5.13 <u>Counterparts</u>. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 5.14 <u>Survival of Covenants</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- 5.15 <u>Consents and Approvals</u>. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.
- 5.16 Employment of Undocumented Workers. During the term of this Agreement, the City agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the City shall repay the LEDC Grant herein within 120 days after the date the City is notified by the LEDC of such violation. The City is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the City or by a person or entity with whom the City contracts.

	Parties shall be in compliance with Texas Government izations prohibited), Texas Government Code Chapter
, ,	Texas Government Code Chapter 2274 (boycotting
, , , , , , , , , , , , , , , , , , , ,	ination against firearms entities or trade associations
promoted).	
<b>EXECUTED</b> on the day of January 20	024.
	LAVON ECONOMIC DEVELOPMENT CORP.
	By: Kay Wright, President
	Kay Wright, President
	CITY OF LAVON, TEXAS
	By:
	By:Vicki Sanson, Mayor

# **EXHIBIT "A" Property Description**

In the vicinity of Lavon City Hall 120 School Rd. Lavon, TX 75166

S. M. Rainer Survey, Abstract No. 740 Sheet 2, Tract 17



## CITY OF LAVON Agenda Brief

MEETING: <u>January 16, 2024</u> ITEM: <u>7 - A</u>

#### Item:

Public Hearing, discussion, and action regarding an amendment of Chapter 4 Building Regulations, Article 4.02 CONSTRUCTION CODES AND STANDARDS, Division 5 Electrical Code, Section 4.02.121 to adopt the National Electrical Code, 2023 edition North Central Texas Council of Government regional amendments.

- 1) Presentation of proposed amendment.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
- 3) Discussion and action regarding the amendment and accompanying Ordinance No. 2024-01-01.

#### **Background:**

Since the early twentieth century, the system of building regulations in the United States has been based on model building codes. In 1997, the first edition of the International Building Code (IBC) was developed and has been updated every three years since then. A large portion of the IBC deals with fire prevention. The City's adoption and enforcement of model building codes is one of the components of the International Service Organization (ISO) rating system that may affect residents' property insurance premiums.

The code provisions are intended to protect public health and safety while avoiding both unnecessary costs and preferential treatment of specific materials or methods of construction. Builders rely on the standardized codes when working in various jurisdictions. The most recent update to the City of Lavon's building codes was in September 2020. The adopted building codes are codified into Chapter 4, Building Regulations of the Code of Ordinances.

In this region of the state, the North Central Texas Council of Governments (NCTCOG) Regional Codes Coordinating Committee (RCCC) and its five Advisory Boards comprised of local public and private code professionals continually review the latest editions of the model construction codes, recommend uniform amendments for the North Central Texas region and encourage the adoption of NCTCOG recommended model codes and regional amendments to reduce the variation of local construction codes in the region. By encouraging cities to adopt standardized codes and regional amendments, NCTCOG has helped North Central Texas municipalities reduce the cost of training codes personnel. These efforts have also made it easier for contractors, builders, and developers to do work from city to city throughout the region, thereby reducing overall construction costs.

The City's contract building inspectors Wes Caperton, Caperton Construction Inspections, Bryan Surgi, Atlas Municipal Services, and Fire Marshal Matt Jones have reviewed and support the proposed ordinance.

#### **Financial Consideration:**

There is not a direct financial impact; however, failure to adopt current codes can adversely impact the City's ISO rating which may in turn result in a negative impact for property owners.

#### Staff Notes:

Approval is recommended.

**Attachments**: Proposed Ordinance

#### CITY OF LAVON, TEXAS

#### **ORDINANCE NO. 2024-01-01**

Adoption of National Electrical Code, 2023 Edition and Amendments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AMENDING THE CODE OF ORDINANCES IN CHAPTER 4 BUILDING REGULATIONS, ARTICLE 4.02 CONSTRUCTION CODES AND STANDARDS, DIVISION 5 ELECTRICAL CODE, SECTION 4.02.121 TO ADOPT THE NATIONAL ELECTRICAL CODE, 2023 EDITION NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT REGIONAL AMENDMENTS THERETO; PROVIDING A REPEALING CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000); PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

**WHEREAS**, it is the intent of the City Council of the City of Lavon, Texas ("City Council") to protect the public health, safety, and welfare; and

WHEREAS, the City of Lavon, Texas, ("City") is a home-rule municipality acting under its Charter adopted, and amended, by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, a home-rule municipality has full power of local self-government, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 51, Section 51.072(a); and

WHEREAS, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 54, Section 54.004, as amended; and

**WHEREAS**, the City Council conducted a public hearing to discuss the adoption the 2023 Edition of the National Electrical Code and amendments, and to receive input from the general public and all persons who may be affected by the proposed adoption; and

**WHEREAS**, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion this ordinance should be approved and adopted.

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

SECTION 1. <u>Incorporation of Recitals</u>. The foregoing recitals hereby are incorporated by reference and made a part hereof as if fully set forth.

- SECTION 2. <u>Amendment to Code of Ordinances</u>. The City of Lavon Code of Ordinances, Chapter 4 Building Regulations, Article 4.02 CONSTRUCTION CODES AND STANDARDS, Division 5. Electrical Code, Section 4.02.121 is hereby amended as to read entirely follows:
  - (a) The National Electrical Code, 2023 edition, a publication of the National Fire Protection Association, along with North Central Texas Council of Government regional amendments adopted in 2023 attached hereto and incorporated herein by reference and made a part hereof as identified below in Exhibit "A" is hereby adopted and designated as the electrical code of the city, the same as though such code were copied at length herein.
  - (b) Whenever in this section an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in this section the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of any such provision shall be punished by a fine that shall not be greater or less than the penalty provided for the same or similar offense under the laws of the state. Each day any violation of this section shall continue shall constitute a separate offense.
- SECTION 3. <u>Repealing Clause</u>. That all ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.
- SECTION 4. <u>Conflicts Resolution Clause</u>. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Lavon and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.
- SECTION 5. <u>Severability Clause</u>. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance and the City of Lavon Code of Ordinances, as hereby or previously amended, which shall remain in full force and effect.
- SECTION 6. <u>Savings Clause</u>. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City of Lavon Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.
- Section 7. <u>Penalty</u>. A violation of any provisions of this article shall be deemed to be a misdemeanor and, upon conviction of such violation, shall be punishable by a fine as provided in Section 1.01.009 of the City of Lavon Code of Ordinances. Each day on which the provisions of this Ordinance are violated shall constitute a separate offense.
- Section 8. Open 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, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.042, Texas Government Code.
  - Section 9. Effective Date. This Ordinance shall take effect immediately upon its passage.

<b>DULY PASSED AND APPROVED</b> by the City day of January 2024.	y Council of the City of Lavon, Texas, this 16 <sup>th</sup>
	Vicki Sanson, Mayor
ATTEST:	
Rae Norton, City Secretary	

# CITY OF LAVON, TEXAS ORDINANCE NO. 2024-01-01

EXHIBIT "A"



# Recommended Amendments to the 2023 National Electrical Code

North Central Texas Council of Governments

The following articles, paragraphs, and sentences of the 2023 National Electrical Code (NEC) are hereby amended as follows: Standard type is text from the NEC. Highlighted with gray shading is text inserted. Lined through type is deleted text from NEC. A double asterisk (\*\*) at the beginning of an article identifies an amendment carried over from the 2020 edition of the code and a triple asterisk (\*\*\*) identifies a new or revised amendment with the 2023 code.

#### \*\*\*Article 100; add the following to definitions:

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations **as** referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

(REASON FOR CHANGE: To better define the qualifications for engineering supervision. This term is used twenty-nine times in the 2023 National Electrical Code.)

#### \*\*Article 110.2; change the following to read as follows:

**110.2 Approval.** The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the International Code Council International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ

Manufacturer's self-certification of any equipment shall not be used as a basis for approval by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*. *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval of unlisted equipment.)

#### \*\*\*Article110.12 B; add the following to:

#### (B) Integrity of Electrical Equipment and Connections.

Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues <u>or influences, fire, products of combustion, or water</u>. There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent, cut; or deteriorated by corrosion, chemical action, or overheating. <u>Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.</u>

(REASON FOR CHANGE: To better define a Plan of Action for equipment that is compromised prior to restoring to service)

#### \*\*Article 210.8 A 1 Bathrooms Exception; change the following to read as follows:

#### (A) Dwelling Units.

All 125-volt through 250-volt receptacles installed in the following locations and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel:

#### (1) Bathrooms

Exception No. 4: Factory-installed receptacles that are not readily accessible and are mounted internally to bathroom exhaust fan assemblies shall not require GFCI protection unless required by the installation instructions or listing.

(REASON FOR CHANGE: to cover all locations that exhaust fans could be installed)

## \*\*Article 210.52 C 1 Countertop and Work Surfaces Exception; change the following to read as follows:

#### C) Countertops and Work Surfaces.

In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52(C)(1) through (C)(3) and shall not be considered as the receptacle outlets required by 210.52(A).

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

#### (1) Wall Spaces.

Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with 210.52(C)(3).

Exception No. 1: Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in Figure 210.52(C)(1).

Exception No. 2: Where a required receptacle outlet cannot be installed in the wall areas shown in <u>Figure 210.52(C)(1)</u>, the receptacle outlet shall be permitted to be installed as close as practicable to the countertop area to be served. The total number of receptacle outlets serving the countertop shall not be less than the number needed to satisfy <u>210.52(C)(1)</u>. These outlets shall be located in accordance with <u>210.52(C)(3)</u>.

(*REASON FOR CHANGE*: Elimination of receptacles in an area with a concept window wall configuration over the countertop is not the only option as there are devices available for a compliant installation)

# \*\*Article 210.52 C 2 Island and Peninsular Countertops and Work Surfaces: Change the following to read as follows:

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for a chapter 3 wiring method shall be installed and supplied from a Small Appliance Branch Circuit to a Listed Outlet Box in the Peninsular or Island Cabinet at an Accessible Location, for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

(*REASON FOR CHANGE*: to clarify what the provisions are for positive options for enforcement and approval)

## \*\*Article 210.63 B 1 Equipment Requiring Servicing.; change the following to read as follows:

#### (B) Other Electrical Equipment.

In other than one- and two-family dwellings, a receptacle outlet shall be located as specified in 210.63(B)(1) and (B)(2).

#### (1) Indoor Service Equipment.

The required receptacle outlet shall be located within the same room or area as the service equipment.

#### (2) Indoor Equipment Requiring Dedicated Equipment Spaces.

Where equipment, other than service equipment, requires dedicated equipment space as specified in 110.26(E), the required receptacle outlet shall be located within the same room or area as the electrical equipment and shall not be connected to the load side of the equipment's disconnecting means.

(REASON FOR CHANGE: to clarify that this is not any practical method for enforcement)

#### \*\*\* New Article 220.7 Load Calculation; add the following:

A load calculation shall be provided upon request when modifications to the electrical installation occur.

(*REASON FOR CHANGE*: to provide sufficient information as to the adequacy of existing conditions for the modifications proposed and substantiating the capacity of Power Production Systems used for Optional Standby/ Backup Use)

#### \*\*\*Article 230.85 C Emergency Disconnects: Change the following to read as follows:

For one- and two-family dwelling units, an emergency disconnecting means shall be installed.

#### (C) Replacement.

Where service equipment is replaced, all of the requirements of this section shall apply.

Exception: Where a pre-existing installation is Code Compliant with 230.70 A, only meter sockets, service entrance conductors, or related raceways and fittings are replaced, the requirements of this section shall not apply.

(REASON FOR CHANGE: to clarify that there are pre-existing that were approved but were not Code Compliant and when modified shall comply with Code)

## \*\*\*Article 408.4 Descriptions Field Identification Required: Change the following to read as follows

#### (A) Circuit Directory or Circuit Description.

Every circuit and circuit modification shall be provided with a legible and permanent description that complies with all of the following conditions as applicable:

- (1) Located at each switch or circuit breaker in a switchboard or switchgear
- (2) Included in a circuit directory that is located on the face of, inside of, or in an approved location adjacent and permanently affixed to the panel door in the case of a panelboard
- (3) Clear, evident, and specific to the purpose or use of each circuit including spare positions with an unused overcurrent device
- (4) Described with a degree of detail and clarity that is unlikely to result in confusion between circuits
- (5) Not dependent on transient conditions of occupancy
- (6) Clear in explaining abbreviations and symbols when used

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)

#### \*\*Article 410.118: Change the following to read as follows

#### 410.118 Access to other boxes.

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

<u>Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.</u>

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. This will allow access to boxes not integral with the luminaire. This measurement aligns with the limited access above a lay-in ceiling measurement in 110.26(A)(4).

#### \*\*Article 422.31 B: Change the following to read as follows

#### 422.31 B Appliances Rated over 300 Volt-Amperes

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the I Codes:

- (1) A permanent stair.
- (2) A pull-down stair with a minimum 300 lb. (136 kg) capacity.
- (3) An access door from an upper floor level.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)

#### \*\*\*Article 500.8 (A) (3); change to read as follows:

#### 500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C

(-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

- (A) Suitability. Suitability of identified equipment shall be determined by one of the following:
- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) By Special Permission Only, Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation accompanied by or an owner's engineering judgment an engineering judgment signed and sealed Under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

(REASON FOR CHANGE: It was revised to reflect new language and rearrangement of that section)

#### \*\*\*Article 505.7 and 505.7 (A); change to read as follows:

#### 505.7 Special Precaution.

Article 505 This article requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to regarding the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending that is dependent on the protection techniques described technique permitted by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, Low ambient conditions require special consideration. At low ambient temperatures, flammable concentrations of vapors may might not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

- (A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed By Special Permission Only, under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.
- (B) GO TO TBPE LAW FOR THE DEFINITION OF AN ENGINEER <a href="https://pels.texas.gov/">https://pels.texas.gov/</a> https://pels.texas.gov/downloads/lawrules.pdf

(REASON FOR CHANGE: Carryover from previous amendment with change to better define the qualifications for an engineering judgement. Code revision language included.)

#### \*\*Article 695.6 A 1: Change the following to read as follows:

#### 695.6 (A) Supply Conductors.

#### (1) Services and On-Site Power Production Facilities.

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

Exception: The supply conductors within the fire pump room shall not be required to meet 230<u>.6</u> (1) or (2)

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. All Fire Pump rooms are not Fire Rated as on all 4 sides. There are Fault Currents

that could exceed 150,000-190,000 amps and protection of these Service Conductors is essential and conflict with other codes, specifically 230.70(A)(1).)

#### \*\*\*Article 690.9 D: Change the following to read as follows:

690.9(D) Transformers. Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

Exception: A power transformer with a current rating on the side connected toward the interactive inverter output, not less than the rated continuous output current of the inverter, shall be permitted without overcurrent protection from the inverter.

(REASON FOR CHANGE: is that this removes the requirements for 240.21(C) for transformer secondaries when the inverters 125% output is smaller than the transformers rating.)

#### \*\*\*Article 705.8 System Installation: Change the following to read as follows:

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

- (1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.
- (2)A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.
- (3) A person holding a Residential Wireman License issued by the Texas Department of Licensing and Regulation. Additionally this person must have formal training in interconnected electric power production sources. This training must be approved by the AHJ.

(REASON FOR CHANGE: These are specialized systems as evidenced by the Code, which contain installation requirements from chapter 6, Special Equipment and chapter 7 Special Conditions)

#### 705.80 Power Source Capacity.

For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

(REASON FOR CHANGE: to keep unreliable production sources out of the calculation as 705 creates conflicts with all standby systems.)

#### \*\*\*Article 710.15 A: Change the following to read as follows

#### 710.15 General

#### 710.15(A) Supply Output.

Power supply to premises wiring systems fed by stand-alone or isolated microgrid power sources shall be permitted to have less capacity than the calculated load. The capacity of the sum of all sources of the stand-alone supply shall be equal to or greater than the load posed by the largest single utilization equipment connected to the system. Calculated general lighting loads shall not be considered as a single load have adequate capacity to meet the calculated load in accordance with Article 220.

Informational Note: For general use loads the system capacity can be calculated using the sum of the capacity of the firm sources, such as generators and ESS inverters. For specialty loads intended to be powered directly from a variable source, the capacity can be calculated using the sum of the variable sources, such as PV or wind inverters, or the combined capacity of both firm and variable sources.

(REASON FOR CHANGE: The Scope of the Article has been clarified and the amendment is no longer necessary.)

**END** 



## CITY OF LAVON Agenda Brief

MEETING: <u>January 16, 2024</u> ITEM: <u>7 – B</u>

#### **Item:**

Discussion and action regarding a general policy statement proposed by the Lavon Economic Development Corporation (LEDC) Board of Directors regarding City participation in an incentive offering.

#### **Background:**

At their January 8, 2024 meeting, the Lavon Economic Development Corporation (LEDC) Board of Directors discussed and approved a general policy statement and has requested that the City Council consider and concur with the proposed policy relating to an incentive offering.

Details outlining the proposed policy will be presented at the meeting.

#### **Financial Implications:**

In December, the City received record high sales tax receipts. Through the end of December, 1/3 or 33.3 % of the fiscal year (FY) has concluded. For that period the sales tax deposits represent 39.7% of the budgeted revenue. For the same period in FY 2022-23, the first four months of the year represented 31% of total receipts.

It is possible for the City budget funding to support the proposed policy.

## CITY OF LAVON Agenda Brief

#### **Item:**

Discussion and action regarding Resolution No. <u>2024-01-03</u> approving and authorizing the execution of an Interlocal Cooperation Agreement for Fire Protection and Emergency Medical Services with Collin County Municipal Utility District No. 5 for the Hillstead Addition.

#### **Background:**

The developer of the Hillstead Addition, which comprises Collin County Municipal Utility District (MUD) No. 5 proposed an agreement similar to the Fire and Emergency Medical Services Agreement that the City of Lavon entered with the Elevon Municipal Utility District for the Elevon Addition, Section 1.

The unincorporated property is in the City of Lavon extraterritorial jurisdiction and is situated within the City's Collin County Fire District.

#### **Financial Implications:**

The implication is relatively neutral.

#### Staff Notes:

The city attorney and fire chief have reviewed the agreement and approval is recommended.

**Attachments:** 1) Proposed Resolution and Agreement

#### CITY OF LAVON, TEXAS

#### **RESOLUTION NO. 2024-01-03**

ILA – Collin County MUD No. 5 – Fire and EMS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES WITH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 FOR THE HILLSTEAD ADDITION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is the intent of the City Council of the City of Lavon, Texas ("City Council") to protect the public health, safety, and welfare; and

**WHEREAS**, the City of Lavon, Texas, ("City") is a home-rule municipality acting under its Charter adopted, and amended, by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, the City Council has considered and determined that the proposed agreement 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 an Interlocal Cooperation Agreement for Fire Protection and Emergency Medical Services with Collin County Municipal Utility District No. 5 for the Hillstead Addition, attached hereto, and incorporated herein as Exhibit "A".

**SECTION 2**. The City Council hereby finds, determines, and declares that the meeting, at which this resolution is passed, approved, and adopted, was open to the public, and that the public notice of time, place, and subject matter to be considered was posted as required by law.

**SECTION 3.** 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 16<sup>th</sup> day of January 2024.

	Vicki Sanson	
	Mayor	
ATTEST:		
D. M.		
Rae Norton		
City Secretary		

# CITY OF LAVON, TEXAS RESOLUTION NO. 2024-01-03

# EXHIBIT A AGREEMENT

#### INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

This INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES (this "<u>Agreement</u>") is made and entered into by the City of Lavon, Texas (the "<u>City</u>"), a municipal corporation of the State of Texas, and Collin County Municipal Utility District No. 5 (the "<u>District</u>"), a conservation and reclamation district created pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and operating pursuant to the provisions of Chapters 49 and 54 of the Water Code, as amended. The City and the District are collectively referred to as the "<u>Parties</u>."

#### **RECITALS:**

WHEREAS, the District desires to provide its residents and businesses with full-time fire protection and EMS services and has requested the City to provide fire protection and emergency medical services; and

WHEREAS, the City desires to furnish, or caused to be furnished, full-time fire protection and emergency medical services to the District; and

WHEREAS, the Lavon Fire Department ("<u>LFD</u>") is a duly organized agency of the City engaged in the provision of fire protection, emergency medical, and related services for the benefit of the citizens of the City; and

WHEREAS, pursuant to Section 49.351, Texas Water Code, the District is authorized to contract for fire protection and emergency medical services as set forth herein; and,

WHEREAS, the Parties desire to enter into this Agreement to provide fire protection and emergency medical services for the District in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "<u>Interlocal Cooperation Act</u>."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

- Section 1. <u>Preamble</u>. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 3. <u>Fire Protection Services</u>. The City agrees to provide the District the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as "<u>Fire Protection Services</u>"):
- (a) During the term of this Agreement, the City will provide to the District, or cause the provision of, Fire Protection Services to persons, buildings, and property located within the boundaries of the District, including, to the extent provided by the City's fire department, such emergency medical services as may typically be provided by fire-fighting personnel. In this Agreement, "Fire Protection Services" means all fire suppression and rescue services regularly provided or caused to be provided by the City to persons and property located within the municipal boundaries of the City, whether provided directly by the City, through a volunteer City fire department, or through contract with a third-party provider.
- (b) In providing Fire Protection Services to the District pursuant to this Agreement and subject to Section 5(a) of this Agreement, the City will cause the LFD to follow its adopted standard operating procedures, subject to its right and discretion, without being in breach of this Agreement and without liability to the District or its occupants or residents, to determine:
  - (1) Whether Fire Protection Services are needed in a particular case, and the level thereof;
  - (2) Whether and when personnel or equipment are available to respond to a request for Fire Protection Services;
  - (3) The order in which to respond to requests for Fire Protection Services; and
  - (4) The time in which to respond to a request for Fire Protection Services.
- (c) The District assumes no responsibility for the reliability, promptness, or response time of the City's fire response and protection services under this Agreement. The District's sole obligation for provision of Fire Protection Services to improvements within its boundaries is to make payments, as described below, until the expiration or earlier termination of this Agreement.

City shall not be in default of this Agreement due to differences in response times, or priority of calls or services.

- (d) As of the date of this Agreement, the LFD owns fire response vehicles, as well as other necessary equipment for the operation of its fire station and vehicles. As between the City and the District, the City shall be solely responsible for the costs of the operation and maintenance of the fire protection facilities and equipment and may seek payment from the District only as set forth in this Agreement.
- (e) This Agreement shall not obligate the City to construct or keep any fire stations, fire trucks, fire equipment or fire personnel within the District or to designate, reserve, or devote all or part of the City's trucks, equipment, or personnel exclusively to or for the use of the District in carrying out this Agreement, but the City will use its best efforts to comply with State standards regarding fire suppression equipment.
- (f) This Agreement shall not obligate the City to provide fire inspections of buildings and properties, code enforcement services, or arson investigations.
- Section 4. <u>Emergency Medical Services</u>. The City agrees to provide to the District emergency medical services, whether directly, through its membership in the Southeast Collin County E.M.S. Coalition, or in such other manner as will result in the provision of emergency medical services to the District.

#### Section 5. Liaison.

- (a) The Fire Chief of the City shall act on behalf of the City and serve as "<u>Lavon Liaison Officer</u>" for the City. The Lavon Liaison Officer will make or receive requests and confer upon matters concerning the delivery of firefighting and emergency medical services to the District.
- (b) The District shall designate a liaison to act on behalf of the District, and to serve as "District Liaison Officer" for the District. The District Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of the District and will provide immediate and direct supervision of the District's employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of the District and the City. The initial District Liaison Officer shall be Sarah Landiak of Winstead PC, Attorney for the District. The District will notify the City as to the designation of the District Liaison Officer for the District if the District Liaison Officer is a person other than the initial District Liaison Officer or the President of the Board of Directors of the District. For routine inquiries, the District Liaison Officer shall contact the LFD non-emergency line or email the City at the email address furnished by the Lavon Fire Chief.
- Section 6. <u>Supervision</u>. The Lavon Liaison Officer will be responsible for the planning, organizing, assigning, directing and supervising the necessary personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers and firefighters, and other matters incident to the performance of such services and the control of personnel so

employed will be solely determined, directed and performed by the LFD; provided however, that the LFD may consult with the District Liaison Officer concerning such matters.

- Section 7. Compensation. The District shall remit to the City an annual payment commencing on June 15, 2024. At such time, the District shall pay, or cause to be paid, compensation to the City in the amount of \$200 per home, with a minimum payment of \$75,000 per year. Such annual payment of \$200 per home, with a minimum payment of \$75,000 per year, shall continue for the first five (5) years of this Agreement. On or before June 15<sup>th</sup> of each year, the District shall provide to the City a log with the number of certificates of occupancy which have been issued within the District in order for the City to calculate the total amount owed by the District. Thereafter, the District and City will review the actual departmental budgets in conjunction with the City's review of its own budgets and the rate shall be adjusted proportionately as determined by the Parties. The City shall invoice the District annually for the above charges and payment for such invoices shall be due thirty (30) days following the invoice. The District may pay the funds owed from any available funds, including developer advances, and the City acknowledges that until such time as District revenues are sufficient to independently fund the services contemplated herein, the developer of lands within the District will be the sole source of payments under this Agreement.
- Section 8. Ordinance Conflict. In the event a conflict between applicable City ordinances and District regulations, if any, creates difficulty in enforcement, the City shall notify the District of such conflict and the District shall consider amending its regulations to be consistent with that of the City. If the District fails or refuses to amend its regulations to be consistent with the corresponding City ordinance within thirty (30) days of notice from the City, the City may refrain from enforcing the District regulations that directly conflict with those of the City.
- Section 9. <u>Revenues Retained</u>. All revenues, fines, and forfeitures that may be generated by the performance of Fire and emergency medical services within the boundaries of the District shall be retained by the City for its own use.

#### Section 10. Termination.

- (a) Should the District fail to make any payment due under the terms of this Agreement, then the District will be in default under this Agreement and interest shall accrue on behalf of the City in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay an installment or other invoice for services rendered hereunder within thirty (30) days of written notice from the City of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement, and services will cease thirty (30) days after notice to the District.
- (b) The District's recourse for failure of the City to furnish services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by the District in its reasonable discretion) or to terminate this Agreement by giving notice.
- (c) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other

party shall provide thirty (30) days' notice to remedy the default, after which notice such party shall promptly cure the default.

- (d) Should any notice of default be given for any default (other than a default for nonpayment) and not be cured to the satisfaction of the non-defaulting party within thirty (30) days, the Parties agree to submit to non-binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the Parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The Parties shall then select a name by coin toss. It is the intent of the Parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the Parties whether or not the mediation results in resolution of the matters in controversy.
- (e) If mediation does not result in resolution of the matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.
- (f) The foregoing remedies shall be cumulative. The election of one remedy shall not preclude pursuit of another.
- (g) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

Section 11. <u>Notices</u>. All written notices shall be sent to the following parties by certified mail-return receipt requested:

City of Lavon Attn: Kim Dobbs

P.O. Box 340, 120 School Road

Lavon, Texas 75166

Collin County Municipal Utility District No. 5

c/o Winstead PC Attn: Sarah Landiak

2728 N. Harwood Street, Suite 500

Dallas, Texas 75201

Section 12. <u>Venue</u>. Venue for any legal dispute arising pursuant to this Agreement shall be in Collin County, Texas.

- Section 13. <u>Lavon Fire Department</u>. At all times during the term of this Agreement, all firefighters and employees shall be solely under the supervision and control of the Fire Chief of Lavon.
- Section 14. <u>Party Status.</u> Both Parties agree that (i) the City is an independent contractor, (ii) the City shall have exclusive control of the performance of services hereunder, and (iii) employees of the City in no way are to be considered employees of the District.
- Section 15. <u>Waiver of Breach</u>. No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 16. <u>Modification</u>. This Agreement may only be modified, changed, or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of the City and the District.

Section 17. No Waiver of Immunity. The Parties acknowledge that the District is contracting with the City for fire protection and emergency medical services and the District assumes no responsibility to the City or any other person for decisions in the manner or method of providing the Fire Protection Services and Emergency Medical Services under this Agreement. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action to any person or party not a party to this Agreement against the City or the District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

Section 18. <u>Miscellaneous</u>. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

IN WITNESS WHEREOF, the undersigned	d parties	have	executed	this	Agreement	to b	)e
effective as of the Effective Date set forth herein.							

	LAVON, TEXAS	
	Mayor	
ATTEST:		
City Secretary		

## COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

	President, Board of Directors	
ATTEST:		
Secretary Roard of Directors		

## CITY OF LAVON Agenda Brief

MEETING: <u>January 16, 2024</u> ITEM: <u>7 - D</u>

#### Item:

Discussion and action regarding Resolution No. <u>2024-01-04</u> approving and authorizing the execution of Change Order No. 04 to the construction contract with Mart, Inc. for the City of Lavon Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project in an amount not to exceed \$20,125.43 electrical and HVAC work scope changes; and providing an effective date.

#### **Background:**

On February 21, 2023, the City Council selected and authorized negotiation and award of a contract with Mart. Inc. for the Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project. The contract was approved for \$1,494,000.00 and 238 calendar days.

Project completion is targeted for February 2024.

#### **Financial Implications:**

The net impact is \$20,125.43 and funding is available in the CIP budget.

#### Staff Notes:

The proposed change order has been reviewed by the City's architect and construction management team. Approval is recommended.

**Attachments:** 1) Proposed Resolution and Change Order

#### CITY OF LAVON, TEXAS

#### **RESOLUTION NO. 2024-01-04**

Change Order No. 4 – Mart, Inc. (CIP-9) Electrical/HVAC Scope

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH MART, INC. FOR THE CITY OF LAVON FIRE DEPARTMENT AND PUBLIC WORKS FACILITIES EXPANSION (CIP-9) CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$20,125.43 FOR ELECTRICAL AND HVAC WORK SCOPE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council contracted with Mart, Inc. for the City of Lavon Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project in March 2023; and

**WHEREAS**, the City Council has considered and determined that the change order to the 2023 contract are in the best interest of the general health, welfare, and safety of the citizens of Layon.

## 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 a change order to the construction contract with Mart, Inc. for the City of Lavon Fire Department and Public Works Facilities Expansion (CIP-9) Construction Project in an amount not to exceed \$20,125.43 for electrical and HVAC work scope changes, attached hereto and incorporated herein as Exhibit "A".

**SECTION 2**. The City Council hereby finds, determines, and declares that the meeting, at which this resolution is passed, approved, and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

**SECTION 3.** 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 16<sup>th</sup> day of January 2024.

	Vicki Sanson	
	Mayor	
ATTEST:		
Rae Norton	_	
City Secretary		

# CITY OF LAVON, TEXAS RESOLUTION NO. 2024-01-04

# EXHIBIT A CHANGE ORDER NO. 4



(Name and address) CHANGE ORDER NUMBER: 04	OWNER: □
n Fire Station House Rd.  DATE: 12/22/2023	ARCHITECT:
ACTOR (Name and address) ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: 🖂
CONTRACT DATE: 03/30/2023	FIELD: □
St. CONTRACT FOR: Renovations	OTHER:
RACT IS CHANGED AS FOLLOWS: ere applicable, any undisputed amount attributable to previously executed Co	nstruction
This change order is for CR 014 and CR 015B	
Contract Sum was ge by previously authorized Change Orders t Sum prior to this Change Order was Sum will be increased by this Change Order in the amount of attract Sum including this Change Order will be	\$\frac{1,494,000.00}{193,397.45}\$ \$\frac{1,687,397.45}{20,125.43}\$ \$\frac{20,125.43}{1,707,522.88}\$
Time will be increased by Zero (4) days. Substantial Completion as of the date of this Change Order therefore is Change Order does not include changes in the Contract Sum, Contract Time thorized by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time have been contracted by Construction Change Directive until the cost and time the cost and	n agreed upon by both the Owner and
n which case a Change Order is executed to supersede the Construction Ch  UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.	inge Directive.
Mart, Inc	
(Firm name) contractor (Firm name) est Dr, Ste. 600, Plano, TX 75024  1503 Perry St Irving, TX 75060	OWNER (Firm name)
ADDRESS Million	ADDRESS
BY (Signature) e Thames, AIA Chad Martin	BY (Signature)
(Typed name) 2023 12/22/2023	(Typed name)
DATE	DATE
	DATE

### **CITY OF LAVON FIRE & PUBLIC WORKS**

## Mart Inc. PROPOSED CHANGE ORDER REQUEST SUMMARY

TO:	EIKON CONSULTING GI	ROUP	PCO NO.:	14	
	ATTN: MAURICE THAME	ES	DATE:	12/20/2023	
	6513 WINDCREST DR #	150	PROJECT:	CITY OF LAVON FI	RE & PUBLIC WORKS
	PLANO, TX 75024		PROJECT NO.:	20230313	
ATTENTION	: MAURICE THAMES		Page 1 of 2 CHANGES PER R	FI 033	
CONTRACT	OR: MART, INC				
Α	GENERAL CONTRACTO	OR TOTAL COST	\$	500.48	I
В	GENERAL CONTRACTO	ND.	,	10%	
Б	OVERHEAD AND PROF		\$	50.05	_
	OVERTILAD AND FROM	. I			-
	SUBTOTAL				\$550.53
С	SUBCONTRACTOR TO	TAL COSTS	\$	11,350.00	
				10%	_
D	OVERHEAD AND PROF SUBCONTRACTOR CO		\$	1,135.00	-
	(GC only)				
	SUBTOTAL				\$ 12,485.00
E	BOND	1.50%	\$	195.53	_
F	INSURANCE	1.50%	\$	195.53	-
G	PAYROLL TAXES				-
	SUBTOTAL				\$ 391.07
	305101XL				
TOTAL REQ	UEST FOR PROPOSAL CO	ST			\$ 13,426.59
TIME EXTEN	ISION IN DAYS (FOR THIS C	CHANGE)			2
Mart Inc.					12/20/2023
Contractor	OllMit	<b>ス</b>		_	Date
Signature	Chad Martin - Project Mar	nager		_	12/20/2023
Architect	L-02			_	Date
Signature	Maurice Thames, AIA			_	
Owner Rep		Date			
Signature					

### **Contractor Detail**

### **REQUEST FOR PROPOSAL COST DETAIL**

DATE: 12/20/2023 Mart Inc.

To Address EIKON CONSULTING GROUP ATTN: MAURICE THAMES 6513 WINDCREST DR #150 **RFP NO.**: 14

**PROJECT:** CITY OF LAVON FIRE & PUBLIC WORKS

Mart Job No. 20230313

ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL UNIT COST	LABOR UNIT COST	MATERIAL COST	LABOR COST	TC	OTAL COST
	SUBCONTRACTOR COSTS								
	ELECTRICAL CHANGES	1	1		\$ 550.00	\$ -	\$ 550.00	\$	550.00
						\$ -	\$ -	\$	-
	SUPPLY AND INSTALL EQUIPMENT PER RFI33	1	1	\$ 10,800.00		\$ 10,800.00	\$ -	\$	10,800.00
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
					SUBCON	TRACTOR TOTAL	-	\$	11,350.00
	GENERAL CONTRACTOR COSTS						•		•
								\$	_
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
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						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
						\$ -	\$ -	\$	-
	Project Mangement Time	hr	4	\$ -	\$ 72.54	\$ -	\$ 290.16		290.16
	Project Foreman Time	hr	4		\$ 52.58	\$ -	\$ 210.32	\$	210.32
				(	GENERAL CON	TRACTOR TOTAL	_	\$	500.48
		<b>.</b>							
	1					TOTAL COST	 Г	\$	11,850.48

To: Mart Inc.

1503 Perry St. Irving, TX 75060 972-721-1522 Chad.martin@martgc.com



Patriot Construction PO Box 1144 Van Alstyne, TX 75495 972-924-4900 TECL 34633 October 9, 2023 Proposal Number 1101

Attn: Chad Martin

Subject: City of Lavon Fire Station and Public Works Expansion EF-3 Electrical Connection

Patriot Construction is proposing all electrical work scope and all foamed in place insulation work scope as defined in the plan set. These two areas of work scope are offered independently and can be awarded separately.

#### **Electrical Work Scope includes the following:**

Patriot Construction is proposing to provide a point of connection for new exhaust for new EF-3 from circuit feeding existing EF-2.

The electrical proposal assumes the following:

- Exhaust fan installed and provided by others.
- Greenheck ESD 635 louver does not require power.
- CO and NO2 detectors provided, installed, and wired by others.
  - o Patriot Construction will provide conduit chases and necessary back boxes.
- Interconnect for EF-2 and EF-3 on a "lead/lag" system to be provided and installed by others.
  - Patriot Construction will provide an 8x8x4 screw can at EF-3 for control relay installation by others.

The proposed cost for the electrical portion of this change order is:	\$550.00	

Thank you.

Mike Foley, Owner Patriot Construction 214-551-6100 - Mobile





421 Bennett Lane Lewisville, Texas 75057

Office: 469-289-3669

### **Change Order**

Change	Order	#2 Pe	r RFI	#33
--------	-------	-------	-------	-----

**ATT: Chad Martin** 

**Project Name: Lavon Fire Station** 

Job Site Address: 501 Lincoln Avenue Lavon, Texas 75166

This Change Order is made and entered into between Valco Heating & Air and Mart Inc.

#### Amend Subcontract agreement as follows:

- 1. Supply and install 2 wall mounted TAG: EF-2 & EF-3 per RFI #33
- 2. Supply and install 1 Intake louver with backdraft damper TAG: note 9 per RFI# 33
- 3. Supply and install 1 additional CO/NO2 monitoring station as showed on updated RFI #33 plans

TOTAL: \$10,800.00 Tax Excluded

Change approved by:	
Contractor Compture (Name 9 Title)	Data
Contractor Signature (Name & Title)	Date
Eddie Ortuno PM	12/4/23
Subcontractor Signature (Name & Title)	Date

### **CITY OF LAVON FIRE & PUBLIC WORKS**

## Mart Inc. PROPOSED CHANGE ORDER REQUEST SUMMARY

TO:	EIKON CONSULTING	GROUP	PCO NO.:	15B *Corrected		
	ATTN: MAURICE THAI	MES	DATE:	11/17/2023		
	6513 WINDCREST DR	#150	PROJECT:	CITY OF LAVON FI	RE & PUBLIC	WORKS
	PLANO, TX 75024		PROJECT NO.:	20230313		
			Page 1 of 2			
ATTENTION:	MAURICE THAMES			2 wall mounted duc er RFI #34 Includes C		tems with 1
CONTRACTO	R:MART, INC					
Α	GENERAL CONTRAC	TOR TOTAL COST	\$	500.48		
В	GENERAL CONTRAC	TOR		0%	_	
	OVERHEAD AND PRO	FIT	\$	50.05	_	
	SUBTOTAL					\$550.53
С	SUBCONTRACTOR TO	OTAL COSTS	\$	5,412.00		
				511.00	-	
D	OVERHEAD AND PRO		\$	541.20	-	
	SUBCONTRACTOR C	OST				
	(GC only) SUBTOTAL				\$	5,953.20
					<u> </u>	<del></del>
E	BOND	1.50%	\$	97.56	-	
F	INSURANCE	1.50%	\$	97.56	-	
G	PAYROLL TAXES				-	
	SUBTOTAL				\$	195.11
					1 .	
TOTAL BEOLI	EST FOR PROPOSAL C	02T			\$	6,698.84
	SION IN DAYS (FOR THIS				Ψ	2
		,				
Mart Inc.		1		_		11/17/2023
Contractor	Matt	tu			D	ate
Signature	Chad Martin - Project M	lanager		_		12/18/2023
Architect	1- P			_		ate
Signature [	Maurice Thames, AIA			_		
Owner Rep		Date				
Signature						
-						

### **Contractor Detail**

### **REQUEST FOR PROPOSAL COST DETAIL**

DATE: 11/17/2023 Mart Inc.

To Address EIKON CONSULTING GROUP ATTN: MAURICE THAMES 6513 WINDCREST DR #150 RFP NO.: 15B \*Corrected

**PROJECT:** CITY OF LAVON FIRE & PUBLIC WORKS

Mart Job No. 20230313

ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL UNIT COST	LABOR UNIT COST	MATERIAL COST	LABOR COST	TOTAL COST
	SUBCONTRACTOR COSTS	•				,		
	Supply and install 2 wall mounted ductless split systems per RFI #34	1	1	\$ 5,190.75				
	Electricalk work needed to tie in to power	1	1	\$ 200.00				\$ 791.00
	Credit for original priced work	1	1	\$ (2,300.00)		\$ (2,300.00)	\$ -	\$ (2,300.00)
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
					SUBCON	TRACTOR TOTAL	•	\$ 5,412.00
	GENERAL CONTRACTOR COSTS							
								\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
	Project Mangement Time	hr	4	\$ -	\$ 72.54		\$ 290.16	
	Project Foreman Time	hr	4		\$ 52.58		\$ 210.32	
				(	SENERAL CON	TRACTOR TOTAL		\$ 500.48
						TOTAL COST		\$ 5,912.48





421 Bennett Lane Lewisville, Texas 75057

Office: 469-289-3669

<u>Change Order</u>				
Change Order #1 Per RFI #34				
ATT: Chad Martin				
Project Name: Lavon Public Works Job Site Address: 501 Lincoln Avenue Lavon, Texas 75166				
This Change Order is made and entered into between Valco Heating & Air and Mart Inc.				
Amend Subcontract agreement as follows:				
<ol> <li>Supply and install 2 wall mounted ductless split systems with 1 VRF condenser per RFI #34         TOTAL: \$6,921.00 Tax Excluded         Alternate Price: Supply and install 1 electric unit heater TAG: ECHU-1 per RFI #34         Total \$1,350.00</li> </ol>				
Change approved by:				
Contractor Signature (Name & Title)  Date				
Eddie Ortuno PM 10/5/23 Subcontractor Signature (Name & Title) Date				

To: Mart Inc.

1503 Perry St. Irving, TX 75060 972-721-1522 Chad.martin@martgc.com



Patriot Construction
PO Box 1144
Van Alstyne, TX 75495
972-924-4900
TECL 34633
October 12, 2023
Proposal Number 1104

Attn: Chad Martin

Subject: City of Lavon Public Works Expansion HVAC CO#2.

Patriot Construction is proposing all electrical work scope and all foamed in place insulation work scope as defined in the plan set. These two areas of work scope are offered independently and can be awarded separately.

#### **Electrical Work Scope includes the following:**

Patriot Construction is proposing to work scope for power to additional air conditioners and bathroom heater from RFI-034 from owner revision plans dated 09-29-2023.

The electrical proposal assumes the following:

- Mechanical equipment is provided and installed by others.
  - Controls are provided and installed by others.
  - Patriot Construction will provide chases and back boxes for controls where applicable.
  - Patriot Construction will coordinate with mechanical contractor for rough in.

The proposed cost for the electrical portion of this change order is:

AC-1 AC-2 wiring \$791 ECH-1 wiring \$378

Thank you.

Mike Foley, Owner Patriot Construction 214-551-6100 - Mobile





421 Bennett Lane Lewisville, Texas 75057

Office: 469-289-3669

## Credit

Credit					
Mart Inc ATT: Chad Martin Project Lavon Public Works Building Job Site: 501 Lincoln Avenue Lavon, Texas 75166					
Original contract amount: \$39,750.00 Minus credit \$2,300					
Amend Subcontract agreement as follows: \$37,45	50.00				
<ol> <li>Credit for AC-1 split system \$1,650.00</li> <li>Credit for Supply and Return plenums \$300.00</li> <li>Credit for all round snap lock pipe \$350.00</li> <li>Total credit \$2,300.00</li> </ol>					
Change approved by:					
Contractor Signature (Name & Title)	Date				
Eddie Ortuno PM	10/25/23				
Subcontractor Signature (Name & Title)	Date				

## CITY OF LAVON Agenda Brief

#### **Item:**

Discussion and action regarding Resolution No. 2023-01-05 approving and authorizing execution of cost neutral Change Order No. 3 to the construction contract with Infra Construction for the City of Lavon Bear Creek Trail Creek Pedestrian Trail Crossing Connection (CIP-15) Construction Project.

#### **Background:**

On September 6, 2022, the City Council awarded a contract to Infra Construction L.L.C. for the City of Lavon Bear Creek Trail Creek Pedestrian Trail Crossing Connection (CIP-15) Construction Project in the amount of \$436,853.00.

Proposed Change Order No. 3 provides adjustments to the contract for off-setting changes in the field and scope of work. There is no cost related to the change order and no increase to the contract amount.

Estimated completion of the construction project is targeted for February 2024.

#### **Financial Implications:**

There is none.

#### Staff Notes:

The city engineer has reviewed the change order and approval is recommended.

**Attachments:** 1) Proposed Resolution and Change Order

#### CITY OF LAVON, TEXAS

#### **RESOLUTION NO. 2024-01-05**

Change Order No. 3 – Infra Construction. (CIP-15) Bear Creek Trail Crossing

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF COST NEUTRAL CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH INFRA CONSTRUCTION, L.L.C. FOR THE CITY OF LAVON BEAR CREEK TRAIL CREEK CROSSING CONNECTION (CIP-15) CONSTRUCTION PROJECT FOR ADDITIONAL EXPANSION JOINTS, EARTHWORK CHANGES AND REMOBILIZATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City Council contracted with Infar Construction, L.L.C. for the City of Lavon Bear Creek Trail Creek Pedestrian Trail Crossing Connection (CIP-15) Construction Project in the amount of \$436,853.00 in September 2022; and

**WHEREAS**, the City Council has considered and determined that the change order to the 2022 contract 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 cost neutral Change Order No. 3 to the construction contract with Infra Construction, L.L.C. for the City of Lavon Bear Creek Trail Creek Crossing Connection (CIP-15) Construction Project for additional expansion joints, earthwork changes and remobilization, attached hereto and incorporated herein as Exhibit "A".

**SECTION 2**. The City Council hereby finds, determines, and declares that the meeting, at which this resolution is passed, approved, and adopted, was open to the public, and that the public notice of time, place, and subject matter to be considered was posted as required by law.

**SECTION 3.** 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 16<sup>th</sup> day of January 2024.

	Vicki Sanson	
	Mayor	
ATTEST:		
Rae Norton		
City Secretary		

# CITY OF LAVON, TEXAS RESOLUTION NO. 2024-01-05

# EXHIBIT A CHANGE ORDER NO. 3

Change Order No.3 Dated: January 4, 2024

CHANGE URDER NO. 3		
ENGINEER'S Project No.: 21038 PROJECT: Bear Creek Trail Creek Crossin CONTRACTOR: Infra Construction, LLC ORIGINAL CONTRACT Amount: \$ 436,853.0		
TO: Infra Construction, LLC CONTRACTOR		
You are directed to make the changes noted	below in the subject Contract:	
	City of Lavon Owner	
Ву:_		
Date	ed:	
NATURE OF CHANGES:		
Removal of concrete driveway and additional expansion pedestrian trail. (See Attached)	on joints, earthwork changes, and remobilization of	
These changes result in the following adjustm	nent of Contract Price and Contract Time:	
Original Contract Price:	\$ 436,853.00	
Change Order No. 1:	\$	
Change Order No. 2:	\$13,740.00	
Change Order No. 3:	\$0.00	
New Contract Price:	\$ 457,883.00	
Percent Change:	4.8 %	
Original Calendar Days:	190	
Revised Calendar Days:	190	

### Change Order No.3 Dated: January 4, 2024

The Above Changes are Recommended for Approval:

Freeman-Millican, Inc.	
	Engineer
By:	
	Mark D. Hill, P.E.
Dated:	
	Infra Construction III C
	Infra Construction, LLC Contractor
	Contractor
By:	
,	
Dated:	

### **Proposed Change Order #4**

Project: Bear Creek Trail Creek Crossing

Owner City of Lavon
Attention: Mark Hill

Contractor: Infra Construction, LLC

Description: Additional Expansion joints, Earthwork Changes and Remobilization

		Qty		Unit	Price	Amount	
1	6" Thick, 3,600 psi Concrete Driveway	-110	LF	\$	118.00	\$ (12,980.00	))
2	Additional Expansion joints, Earthwork Changes and Remobilization	1	LS	\$	12,980.00	\$ 12,980.00	)

TOTAL PROPOSED CHANGE ORDER \$ -



### CITY OF LAVON Agenda Brief

MEETING: <u>January 16, 2024</u> ITEM: <u>7 - F</u>

#### Item:

Discussion and action regarding events planned for the Solar Eclipse on April 8, 2024.

#### **Background:**

April 8, 2024, Lavon will have a front row seat to a "Total Solar Eclipse".

Many cities in the path of totality have planned watch parties for residents. City staff approached Boyd Farm and they have agreed to partner in hosting a once in a lifetime watch party with food trucks, city provided eclipse glasses and music.





## CITY OF LAVON Agenda Brief

<b>MEETING:</b>	<b>January 16, 2024</b>	ITEM:	8

#### 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 report; CIP budget report; TxDOT projects report; and administration and staff report.

# LAVON POLICE DEPARTMENT DECEMBER 2023 ACTIVITY



WARNINGS -84

CITATIONS -51

TRAFFIC ENFORCEMENT AREA -113

956 CALLS FOR SERVICE

CRIMES AGAINST PERSONS

CRIMES AGAINST PROPERTY 7

CLOSED CASES - 54 PROGRAMS - 12
OTHER CRIMES - 5

DWI - 1

CRASHES - 14

SPECIAL PROGRAMS - 12

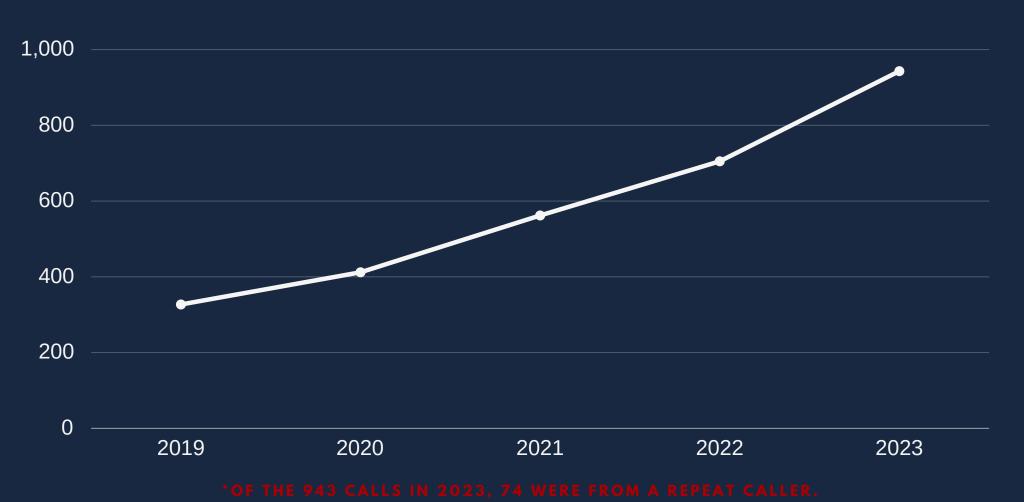




FROM THE MEN & WOMEN OF THE LAVON POLICE
DEPARTMENT



# LAVON FD CALLS FOR SERVICE 2019-2023



Week Ending	12/3/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	2/4/24	2/11/24	2/18/24	2/25/24	Total
Total	12	24	26	20	13									95

	70 1101		,, сотатть											
	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Total
(11) Structure Fire	1	2	1	1	3	1	2	2		1		2		16
(12) Fire in mobile property used as a fixed structure					1									1
(13) Mobile property (vehicle) fire	1	1			1							1		4
(14) Natural vegetation fire	3	1			2		1	5	3	1				16
(15) Outside rubbish fire	1						1							2
(22) Overpressure rupture from air or gas (no fire)			1											1
(31) Medical assist			1	2					1					4
(32) Emergency medical service (EMS) incident	46	40	43	45	55	42	50	45	56	43	49	57		571
(33) Lock-In												1		1
(34) Search for lost person					1									1
(35) Extrication, rescue				1										1
(41) Combustible/f spills & leaks	2		2		1	2	1	1	2	2	1	1		15
(44) Electrical wiring/equipm. problem	1		3			2	1	2	1	2				12
(46) Accident, potential accident						1		1			1			3

	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Total
(51) Person in distress	1		2		2	1	2	5	1	1	2	2		19
(52) Water problem	1		1	2			3		4	1	1			13
(53) Smoke, odor problem												1		1
(54) Animal problem or rescue											1			1
(55) Public service assistance	1	2	2	7	4	11	7	1	12	14	30	11		102
(56) Unauthorized burning		1			1		1	1	3					7
(61) Dispatched and canceled en route	3	2	2	5	6	5	4	3	10	6	5	11		62
(62) Wrong location, no emergency found	1	3					1	1		1	1			8
(63) Controlled burning	2				1	3						2		8
(65) Steam, other gas mistaken for smoke		1		2	1	1	1	2	2	3		2		15
(67) HazMat release investigation w/no HazMat										1				1
(70) False alarm and false call, other			1	2	1	3				2		1		10
(73) System or detector malfunction	1			1	1	7	2							12
(74) Unintentional system/detect operation (no fire)			2		2	3	4	2	3	1		1		18
(90) Special type of incident, other					1					1				2
NULL											11	1		12
UNK					1					2		1		4

Total

# CITY OF LAVON BUILDING PERMITS

#### **CALENDAR YEAR 2022-2023**

		Calendar Year			Calendar Year	
DEDMITE	December-2023	2023	Permit Valuations	December-2022	2022	Permit Valuations
PERMITS						
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	6	85	\$116,410.92	6	62	\$27,973.45
SINGLE FAMILY	32	324	\$1,208,420.34	5	362	\$1,242,144.96
POOLS	1	3	\$1,200.00	0	9	\$3,250.00
OTHERS	42	473	\$68,337.00	23	746	\$97,104.03
* Elevon Section 1 MUD Sewer	40	113				
TOTAL		998	\$1,394,368.26	34	1179	\$1,370,472.44
* first month reporting/not comula	tive					

Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972-547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040

December 11, 2023

Mayor Vicki Sanson City of Lavon P. O. Box 340 Lavon, Texas 75166

Dear Mayor Sanson,

Enclosed is the Monthly Collection Report for: The City of Lavon tax collections for the month were: November 2023 196,787.78

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

**Attachment** 

cc.

Kim Dobbs, City Manager

KM:jd

Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070

#### Monthly Collection Status Report November 2023

City of Lavon #18

Current Tax Year Collections  Base M&O	Month of November	Cumulative Total 10/1/23 thru 11/30/23	% of Collection
	138,974.99	144,787.48	5.09
Base I&S	57,722.80	60,137.03	
Late Renditon Penalty	0.00	0.00	
P&I M&O	0.00	0.00	
P&I I&S	0.00	0.00	
P&I I&S Bond	0.00	0.00	
Attorney Fee	0.00	0.00	
Other	0,00	0.00	
Subtotal	196,697.79	204,924.51	5.09
Delinquent TaxYears Collections			
Base M&O	47.57	(689.02)	
Base I&S	28.70	(440.65)	
Late Rendition Penalty	0.00	3.23	
P&I M&O	8.56	165.29	
P&I I&S	5.16	99,31	
P&I I&S Bond	0.00	0.00	
Attorney Fee	0.00		
Other	0.00	0.00	
Subtotal	89.99	(580.68)	-0.01
Combined Current & Delinquent:			7
·	139 022 56	144 098 46	4
Base M&O	139,022.56 57 751 50	144,098.46 59.696.38	4
Base M&O Base I&S	57,751.50	59,696.38	4
Base M&O Base I&S Late Rendition Penalty	57,751.50 0.00	59,696.38 3.23	4
Base M&O Base I&S Late Rendition Penalty P&I M&O	57,751.50 0.00 8.56	59,696.38 3.23 165.29	4
Base M&O Base I&S Late Rendition Penalty P&I M&O P&I I&S	57,751.50 0.00	59,696.38 3.23	4
Base M&O Base I&S Late Rendition Penalty P&I M&O P&I I&S P&I I&S	57,751.50 0.00 8.56 5.16	59,696.38 3.23 165.29 99.31	4
Base M&O Base I&S Late Rendition Penalty P&I M&O P&I I&S P&I I&S Attorney Fee	57,751.50 0.00 8.56 5.16	59,696.38 3.23 165.29 99.31 281.16	4
Base M&O Base I&S Late Rendition Penalty P&I M&O P&I I&S P&I I&S	57,751.50 0.00 8.56 5.16	59,696.38 3.23 165.29 99.31	4

Page 2

Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070

#### Cumulative Comparative Collection Status Report November 2023

City of Lavon #18

	Collections th November 2023	ru % Collections	Collections to November 2022	
Current Tax Year Collections		70 001100110110		70 00110011011
Base M&O + I&S	204,924.51	5.09%	146,036.62	4.84
Late Renditon Penalty	0.00		. 8.60	
P&I M&O + I&S	0.00		0.00	
Attorney Fee	0.00		0.00	
Other	0.00		0.00	
Subtotal	204,924.51	5.09%	146,045.22	4.84
Delinquent Tax Years Collections				
Base M&O + I&S	(1,129.67)		4,278.16	
Late Renditon Penalty	3.23		0.00	
P&I M&O + I&S	264.60		1,145.08	
Attorney Fee	281.16		1,108.87	
Other Fees	0.00		0.00	
Subtotal	(580.68)	-0.01%	6,532.11	0.22
Combined Current & Delinquent:				
Base M&O + I&S	203,794.84		150,314.78	
P&I M&O + I&S	264.60		1,145.08	
Late Rendition Penalty	3.23		8.60	
Attorney Fee	281.16		1,108.87	
Other	Ó.00		0.00	
Total Collections	204,343.83	5.08%	152,577.33	5.05
Adjusted 2022 Tax Levy			3,019,113.10	100.00
Original 2023 Tax Levy	4,022,805.95	100.00%		

Page 3

Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070

#### Levy Outstanding Status Report November 2023

City of Lavon #18

	Current Tax Year	Delinquent Tax Year
Current Month:		
Tax Levy Remaining as of 10/31/23	4,017,170.47	8,242.47
Base M&O + I&S Collections	196,697.79	76.27
Supplement/Adjustments	(1,884.41)	(293.75)
Write-Off .	0.00	0.00
Remaining Levy as of 11/30/23	3,818,588.27	7,872.45
Cumulative (From 10/01/23 thru 11/30/23)		
Original 2023 Tax Levy (as of 10/01/23)	4,022,805.95	9,829.98
Base M&O + I&S Collections	204,924.51	(1,129.67)
	706.83	(2.007.00)
Supplement/Adjustments	700.03	(3,087.20)
Supplement/Adjustments Write-Off	0.00	0.00

		Page 4
Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070		
······································	Monthly Distribution Report	
	November 2023	
	City of Lavon #18	
	Distribution Month of November	Distribution 10/1/23 thru 11/30/23
Weekly Remittances:		
Week Ending 11/3/23	9,806.04	9,929.71
Week Ending 11/10/23	13,700.34	14,846.28
Week Ending 11/17/23	79,981.55	79,981.55
Week Ending 11/22/23	51,083.19	53,635.28
Week Ending 11/30/23	42,216.66	45,453.68
Total Weekly Remittances	196,787.78	203,846.50
Overpayment from Prior Mo	onth 0.00	216.01
Other	0.00	0.00
Commission Paid Delinque	nt Attorney 0.00	281.16
Entity Collection Fee	0.00	0.00
Judgement Interest	0.00	0.00
5% CAD Rendition Penalty	0.00	0.16
		,
Total Disbursements	196,787.78	204,343.83
Carryover to Next Month	0.00	0.00

Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040

January 10, 2024

Mayor Vicki Sanson City of Lavon P. O. Box 340 Layon, Texas 75166

Dear Mayor Sanson,

Enclosed is the Monthly Collection Report for:
The City of Lavon tax collections for the month were:

**December 2023 2,639,459.63** 

Sincerely,

Kenneth L. Maun

Tax Assessor Collector

Attachment

cc:

Kim Dobbs, City Manager

KM:jd

Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070			
	Monthly Collection Status Report December 2023 City of Lavon #18		
Current Tax Year Collections	Collections Month of December	Cumulative Total 10/1/23 thru 12/31/23	% of Collections
Base M&O Base I&S Late Renditon Penalty P&I M&O P&I I&S P&I I&S ONE P&I I&S Bond Attorney Fee Other	1,865,355.06 774,769.38 15.27 0.00 0.00 0.00 0.00	2,010,142.54 834,906.41 15.27 0.00 0.00 0.00 0.00 0.00	70.72%
Subtotal	2,640,139.71	2,845,064.22	70.72%
Delinquent TaxYears Collections  Base M&O Base I&S Late Rendition Penalty P&I M&O P&I I&S P&I I&S Other  Subtotal	(426.64) (266.78)  0.00  8.31  5.03  0.00 (1.29)  0.00	(1,115.66) (707.43) 3.23 173.60 104.34 0.00 279.87 0.00	-0.03%
Combined Current & Delinquent:  Base M&O Base I&S Late Rendition Penalty P&I M&O P&I I&S P&I I&S P&I I&S CONTROL OF THE	1,864,928.42 774,502.60 15.27 8.31 5.03 (1.29)	2,009,026.88 834,198.98 18.50 173.60 104.34 279.87 0.00	
Total Collections	2,639,458.34	2,843,802.17	70.69%
Original 2023 Tax Levy		4,022,805.95	100.00%

Tax Assessor/Collector Collin County P O Box 8046					
McKinney Tx 75070	Cumulative 0		re Collection Status	s Report	
	City of Lavon		ember 2023		
	1	ions thru		Collections thru	
Current Tax Year Collections	December 2	2023 %	Collections	December 2022 %	Collection
Base M&O + I&S	2,845,04	8.95	70.72%	2,014,114.15	 66.71
Late Renditon Penalty P&I M&O + I&S		5.27 0.00		121.18 0.00	
Attorney Fee Other		0.00 0.00		0.00 0.00	
Subtotal	2,845,06		70.72%	2,014,235.33	66.72
Delinquent Tax Years Collections					
Base M&O + I&S	(1,82	3.09)		5,958.74	
Late Renditon Penalty P&I M&O + I&S		3.23 7.94		0.00 1,507.67	
Attorney Fee Other Fees	I	9.87 0.00		1,553.45 0.00	
Subtotal	(1,26	2.05)	-0.03%	9,019.86	0.30
Combined Current & Delinquent:					
Base M&O + I&S	2,843,22	5.86		2,020,072.89	
P&I M&O + I&S Late Rendition Penalty		7.94 8.50		1,507.67 121.18	
Attorney Fee	2 <del>7</del>	9.87		1,553.45	
Other		0.00		0.00	
Total Collections	2,843,80	2.17	70.69%	2,023,255.19	67.01
Adjusted 2022 Tax Levy				3,019,113.10	100.00
Original 2023 Tax Levy	4,022,80	5.95	100.00%		
			•		

		<del></del>		
	Kenneth L Maun		Page 3	
	Tax Assessor/Collector			
,	Collin County			
i	P O Box 8046			
	McKinney Tx 75070			
:	Levy Outstandi December 20	ing Status Report 023		•
1	City of Lavon	#18		
,		Current Tax Year	Delinquent Tax Y	ears
. !				
	Current Month:			
;				
í				
	Tax Levy Remaining as of 11/30/23	3,818,588.27	7,872.45	
1				
	Base M&O + I&S Collections	2,640,124.44	(693.42)	
,	Supplement/Adjustments	(939.14)	(88.41)	
	Write-Off	0.00	0.00	
	Willo on	0.00	0.00	
				l
				ļ
1	Remaining Levy as of 12/31/23	1,177,524.69	8,477.46	.
	•			İ
			·	
	Ourselell - (Free 40/04/09 the 40/04/09)			
,	Cumulative (From 10/01/23 thru 12/31/23)			
•	Original 2023 Tax Levy (as of 10/01/23)	4,022,805.95	9,829.98	ŀ
•	Base M&O + I&S Collections	2,845,048.95	(1,823.09)	
;	Supplement/Adjustments	(232.31)	(3,175.61)	
	Write-Off	0.00	0.00	
'				
1	,			
	Remaining Levy as of 12/31/23	1,177,524.69	8,477.46	. 1
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Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070		Page 4
December		•
City of La	avon #18	
	Distribution Month of December	Distribution 10/1/23 thru 12/31/23
Weekly Remittances:		
Week Ending 12/1/23	8,028.62	17,958.33
Week Ending 12/8/23	38,726.54	53,572.82
Week Ending 12/15/23	63,101.06	143,082.61
Week Ending 12/22/23	2,093,452.83	2,147,088.11
Week Ending 12/29/23	433,680.07	479,133.75
Total Weekly Remittances	2,636,989.12	2,840,835.62
Overpayment from Prior Month	0.00	216.01
Other	0.00	0.00
Commission Paid Delinquent Attorney	(1.29)	279.87
Entity Collection Fee	2,469.75	2,469.75
Judgement Interest	0.00	0.00
5% CAD Rendition Penalty	0.76	0.92
Total Disbursements	2,639,458.34	2,843,802.17
Carryover to Next Month	0.00	0.00

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

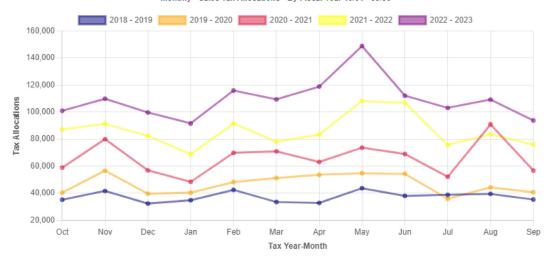
Download to Excel

Change Fiscal Year End	09/30/2025	Submit

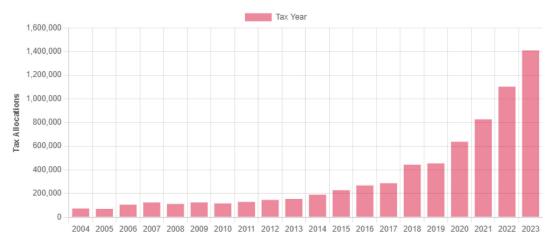
Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2024	\$134,039	\$141,570	\$127,841	\$152,417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$555,866
2023	\$102,983	\$109,154	\$93,701	\$100,881	\$109,816	\$99,622	\$91,542	\$115,892	\$109,339	\$118,823	\$148,816	\$112,044	\$1,312,61
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	\$1,032,57
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

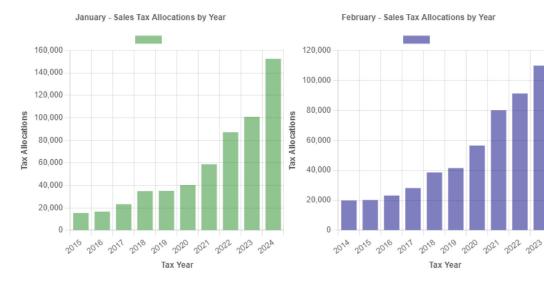


Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30

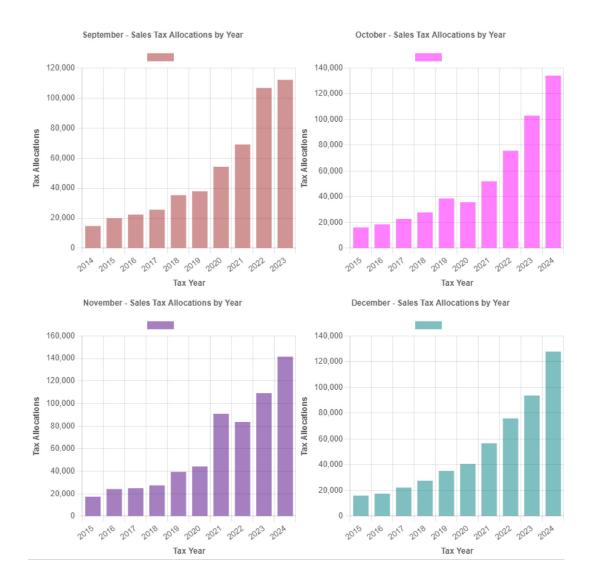


Yearly - Sales Tax Allocations - Past 20 Years









# City of Lavon

# Monthly Financial Report 12/31/2023

	Budget	YTD	Remaining	% Budget
General Fund				
Other Funding	5,403,531	5,403,531		
Revenue	6,415,484	1,479,696	4,935,787	23.06%
Expenses	8,820,935	1,953,666	6,867,269	22.15%
Ending Resources	2,998,079	4,929,561		
Interest & Sinking				
Beginning Resources	732,866	732,866		
Revenue	1,191,490	62,405	1,129,085	5.24%
Expenses	1,739,270	842,345	896,925	48.43%
Ending Resources	185,086	(47,074)		
Streets - Tax Funded				
Beginning Resources	936,216	936,216		
Revenue	350,000	100,862	249,138	28.82%
Expenses	450,000	23,981	426,019	5.33%
Ending Resources	836,216	1,013,097		
Streets - Fee Funded				
Beginning Resources	415,570	415,570		
Revenue	-	-	-	NA
Expenses	200,000	-	200,000	0.00%
Ending Resources	215,570	415,570		
Municipal Court Security				
Beginning Resources	20,890	20,890		
Revenue	4,000	315	3,685	NA
Expenses	2,400	-	2,400	NA
Ending Resources	22,490	21,205		
Utilities				
Beginning Resources	7,320,349	7,320,349		
Revenue	4,635,694	1,536,771	3,098,923	33.15%
Expenses	7,550,760	305,697	7,245,063	4.05%
Ending Resources	4,405,283	8,551,423		

# City of Lavon

## General Fund Summary 12/31/2023

	Budget	YTD	Remaining	% Budget
REVENUES				
Total Taxes	3,709,084	354,948	3,354,136	10%
Total Transfers	839,000	-	839,000	0%
Total Other General Government	80,000	21,492	58,508	27%
Administration	39,000	5,790	33,210	15%
Municipal Court	3,500	1,034	2,466	30%
Police	103,500	17,262	86,238	17%
Fire	110,000	13,621	96,379	12%
Parks & Rec	500	-	500	0%
Development Services	1,530,900	1,065,549	465,351	70%
Total Revenues	6,415,484	1,479,696	4,935,787	23%
EXPENDITURES				
OPERATIONS				
Administration	880,071	211,434	668,638	24%
Non-Departmental	183,741	78,548	105,193	43%
Municipal Court	103,200	26,705	76,495	26%
Police	2,439,066	603,682	1,835,384	25%
Fire	1,543,604	351,900	1,191,705	23%
Parks & Rec	7,670	905	6,765	12%
Development Services	300,000	61,059	238,941	20%
Public Works	946,983	247,018	699,965	26%
Total Operations Expenditures	6,404,335	1,581,250	4,823,085	25%
CAPITAL				
Administration Capital Outlay	5,000	-	5,000	0%
Non-Departmental Capital Outlay	22,000	-	22,000	0%
Police Capital Outlay	409,600	281,929	127,671	69%
Fire Capital Outlay	1,528,000	851	1,527,149	0%
Parks & Rec Capital Outlay	320,000	-	320,000	0%
Public Works Capital Outlay	132,000	89,636	42,364	68%
Total Capital Outlay	2,416,600	372,416	2,044,184	15%
Total Expenditures	8,820,935	1,953,666	6,867,269	22%

General Fund	I	ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% of BUDGET
FSTIMATED	BEGINNING RESOURCES				
	Est. Beginning Resources - Unrestricted Est. Beginning Resources - Assigned for Capita	1,601,084 3,802,447	1,601,084 3,802,447		100.00% 100.00%
REVENUES					
Taxes					
10-00-4001	Property Taxes	2,811,584	144,138	2,667,445	5.13%
10-00-4040	Sales & Use Tax	700,000	201,725	498,275	28.82%
10-00-4045	Mixed Beverage Sales Tax	2,500	609	1,891	24.35%
10-00-4060	Franchise Fees	195,000	8,476	186,524	4.35%
	Total Taxes	3,709,084	354,948	3,354,136	9.57%
Other Genera	al Government	, ,	•		
10-00-4500	Interest Income	75,000	21,343	53,657	28.46%
10-00-4799	Miscellaneous Revenue	5,000	148	4,852	2.97%
	Total Other General Government	80,000	21,492	58,508	26.86%
Transfers In					
10-00-4801	Transfer from Utility Fund - Sewer	695,000	-	695,000	0.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000	-	144,000	0.00%
	Total Transfers	839,000	-	839,000	0.00%
Administration	on				
10-10-4101	PID Administrative Services	33,000	(210)	33,210	-0.64%
10-10-4405	Building Rent - LEDC	6,000	6,000	-	100.00%
	Total Administration	39,000	5,790	33,210	14.85%
Municipal Co	urt				
10-25-4215	Court Fees	3,500	1,034	2,466	29.54%
	Total Municipal Court	3,500	1,034	2,466	29.54%
Police Depart	tment				
10-45-4240	Police - Fines/Fees	100,000	16,898	83,102	16.90%
10-45-4245	Police - Warrant Fees/Fines	3,500	364	3,136	10.40%
10-45-4455	Grant Revenue	-	-	-	NA
	Total Police Department	103,500	17,262	86,238	16.68%
Fire Departm	ent				
10-55-4160	Fire Service Contract	110,000	13,621	96,379	12.38%
10-55-4650	Developer Contributions	-	-	-	NA
	Total Fire Department	110,000	13,621	96,379	12.38%
Parks & Rec	Department				
10-65-4130	Facility Rental	500	-	500	0.00%
	Total Parks & Rec Department	500	-	500	0.00%
Development	Services				
10-75-4271	Residential Rental Property Registration	30,000	7,875	22,125	26.25%
10-75-4305	General Permits	225,000	233,757	(8,757)	103.89%
10-75-4310	Land Use Application Fees	45,000	21,153	23,847	47.01%
10-75-4315	New Building Permits	725,000	554,719	170,281	76.51%
10-75-4325	Food Service Inspection Permits	5,500	1,725	3,775	31.36%
10-75-4350	OSSF Permits	400	400	-	100.00%
10-75-4355	Infrastructure Inspection Fees	500,000	245,919	254,081	49.18%
	Total Development Services	1,530,900	1,065,549	465,351	69.60%
Tatal O	I Francis Bossesson	0.445.404	4 470 000	4 005 505	00 0001
	I Fund Revenues	6,415,484	1,479,696	4,935,787	23.06%
Total Source	OI FUIIUS	11,819,015	6,883,227	4,935,787	58.24%

General Fund		ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% of BUDGET
EXPENDITUR	ES				
Administratio	n Services				
10-10-5000	Salaries & Wages	408,000	113,290	294,710	28%
10-10-5025	Health Insurance	60,000	11,161	48,839	19%
10-10-5030	Payroll Taxes	31,212	8,461	22,751	27%
10-10-5035	Retirement	72,787	21,208	51,579	29%
10-10-5040	TWC	80	-	80	0%
10-10-5045	Workers Comp	615	603	12	98%
10-10-5100	Office Supplies	4,500	999	3,501	22%
10-10-5101	Council Supplies	1,500	133	1,367	9%
10-10-5107	Community Event Supplies	25,500	4,418	21,082	17%
10-10-5190	Office Furniture & Equipment - not cap	3,000	-	3,000	0%
10-10-5200	Phone, Internet	4,500	598	3,902	13%
10-10-5210	Electricity	6,500	1,188	5,312	18%
10-10-5220	Natural Gas	6,120	464	5,656	8%
10-10-5230	Water	780	23	757	3%
10-10-5401	Attorney	45,000	15,393	29,607	34%
10-10-5410	Auditor	16,000	-	16,000	0%
10-10-5425	Tax Assessor/Collector	2,500	-	2,500	0%
10-10-5430	Central Appraisal District	25,027	6,853	18,174	27%
10-10-5440	Professional Services - Other	36,000	5,472	30,528	15% 23%
10-10-5510 10-10-5520	Advertising	18,930	4,330 333	14,600	23% 1%
10-10-5520	SAAS Contracts (software/app service)	25,000 7,000	1,583	24,667 5,417	23%
10-10-5545	Cleaning Service Election Services	8,000	6,673	1,328	83%
10-10-5589	Sales Tax Incentive Rebate	50,000	0,073	50,000	0%
10-10-5509	Dues & Fees	6,320	2,640	3,680	42%
10-10-5700	Employee Travel	4,200	1,289	2,911	31%
10-10-5725	Employee Training	7,500	2,333	5,167	31%
10-10-5730	Staff Development	3,500	1,990	1,510	57%
10 10 0700	Total Administration Operations	880,071	211,434	668,638	24%
Admin Capita		,	,	,	
10-10-9103	Improvements	5,000	_	5,000	0%
	Total Admin Capital Outlay	5,000	-	5,000	0%
	Total Admin Services	885,071	211,434	673,638	24%
Non-Departme	ental				
10-15-5100	Office Supplies	10,000	3,067	6,933	31%
10-15-5305	Building Maintenance	25,000	-	25,000	0%
10-15-5310	Grounds Maintenance	2,000	150	1,850	8%
10-15-5440	Professional Services - Other	75,000	26,832	48,168	36%
10-15-5460	Insurance - Management Liability	3,815	3,584	230	94%
10-15-5470	Insurance - Facilities	15,061	17,696	(2,635)	117%
10-15-5475	Insurance - Vehicles & Equipment	15,836	14,858	978	94%
10-15-5525	Technology Services Contract	32,500	10,619	21,881	33%
10-15-5601	Office Equipment Leases	4,530	1,743	2,787	38%
	Total Non-Departmental Operations	183,741	78,548	105,193	43%
-	ental Capital Outlay			<u>.</u>	
10-15-9103	Improvements	22,000	-	22,000	0%
	Total Non-Departmental Capital Outlay	22,000	-	22,000	0%
	Total Non-Departmental	205,741	78,548	127,193	38%

General Fund		ADOPTED/ AMENDED	YTD	REMAINING	% of
		2023-24	12/2023	BUDGET	BUDGET
Municipal Cou	urt Services				
10-25-5000	Salaries & Wages	57,500	16,215	41,285	28%
10-25-5025	Health Insurance	12,000	2,726	9,274	23%
10-25-5030	Payroll Taxes	4,399	1,240	3,158	28%
10-25-5035	Retirement	10,258	3,035	7,223	30%
10-25-5040	TWC	20	-	20	0%
10-25-5045	Workers Comp	123	121	2	98%
10-25-5100	Office Supplies	2,000	324	1,676	16%
10-25-5402	Judge	6,450	1,200	5,250	19%
10-25-5403	Prosecutor	9,200	1,838	7,363	20%
10-25-5515	Credit Card Contract	-	5	(5)	NA
10-25-5546	Jury Service	250	-	250	0%
10-25-5725	Employee Training	1,000	-	1,000	0%
	Total Municipal Court	103,200	26,705	76,495	26%
Police Service					
10-45-5000	Salaries & Wages	1,409,000	311,456	1,097,544	22%
10-45-5025	Health Insurance	223,000	40,847	182,153	18%
10-45-5030	Payroll Taxes	107,789	23,455	84,333	22%
10-45-5035	Retirement	240,662	56,111	184,551	23%
10-45-5040	TWC	240	8	232	3%
10-45-5045	Workers Comp	25,456	24,948	508	98%
10-45-5100	Office Supplies	5,500	3,870	1,630	70%
10-45-5103	Community Policing Supplies	13,500	1,555	11,945	12%
10-45-5105	Child Abuse Interlocal - Supplies	1,500	-	1,500	0%
10-45-5125	Operating Supplies	8,500	-	8,500	0%
10-45-5155	Uniforms	12,000	1,769	10,231	15%
10-45-5160	Personal Protection Equipment	10,900	-	10,900	0%
10-45-5190	Office Furniture & Equipment - not cap	15,500	5,961	9,539	38%
10-45-5195	Tools & Equipment - not capitalized	45,000	11,450	33,550	25%
10-45-5200	Phone, Internet	35,000	5,211	29,789	15%
10-45-5210	Electricity	12,000	1,932	10,068	16%
10-45-5230	Water	1,000	106	894	11%
10-45-5240	Fuel	45,000	8,921	36,080	20%
10-45-5315	Vehicle Maintenance	40,000	8,655	31,345	22%
10-45-5325	Equipment Maintenance	5,000	260	4,740	5%
10-45-5465	Insurance - Law Enforcement Liability	11,834	15,855	(4,022)	134%
10-45-5520	SAAS Contracts (software/app service)	53,000	54,377	(1,377)	103%
10-45-5530	Medical Services	1,500	45	1,455	3%
10-45-5540	Cleaning Service	7,000	1,905	5,095	27%
10-45-5548	Dispatch Service	79,536	19,074	60,462	24%
10-45-5551	Inmate Boarding Contract	10,000	2,875	7,125	29%
10-45-5552	Animal Control Service	6,250	1,563	4,688	25%
10-45-5700	Dues & Fees	2,000	-	2,000	0%
10-45-5720	Employee Travel	2,200	487	1,713	22%
10-45-5725	Employee Training	9,200	988	8,212	11%
	Total Police Operations	2,439,066	603,682	1,835,384	25%
10 45 0400	Police Capital Outlay	E 000		E 000	00/
10-45-9102	Remodel	5,000	-	5,000	0%
10-45-9104	Furnishings	36,600	-	36,600	0%
10-45-9220	Vehicle	310,000	281,929	28,071	91%
10-45-9221	Equipment Total Relies Capital Outlay	58,000	-	58,000	0%
	Total Police Capital Outlay Total Police Services	409,600 2,848,666	281,929 885,610	127,671 1,963,055	69% 31%

General Fund		ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% of BUDGET
Fire Services		2020 24			
10-55-5000	Salaries & Wages	816,000	173,148	642,852	21%
10-55-5025	Health Insurance	115,000	21,820	93,180	19%
10-55-5030	Payroll Taxes	62,424	13,101	49,323	21%
10-55-5035	Retirement	141,114	32,413	108,701	23%
10-55-5040	TWC	100	_	100	0%
10-55-5045	Workers Comp	7,926	7,767	159	98%
10-55-5100	Office Supplies	4,000	1,061	2,939	27%
10-55-5125	Operating Supplies	15,000	6,738	8,262	45%
10-55-5155	Uniforms	15,000	(370)	15,370	-2%
10-55-5160	Personal Protection Equipment	25,000	3,231	21,769	13%
10-55-5195	Tools & Equipment - not capitalized	44,000	5,051	38,949	11%
10-55-5200	Phone, Internet	20,000	1,807	18,193	9%
10-55-5210	Electricity	12,000	807	11,193	7%
10-55-5220	Natural Gas	3,440	544	2,896	16%
10-55-5230	Water	1,200	81	1,119	7%
10-55-5240	Fuel	15,000	4,115	10,885	27%
10-55-5315	Vehicle Maintenance	3,000	164	2,836	5%
10-55-5316	Apparatus Maintenance	45,000	19,455	25,545	43%
10-55-5325	···	5,000	19,433	5,000	0%
	Equipment Maintenance Storm Siren O&M	500	- 18	5,000 482	4%
10-55-5330					
10-55-5440	Professional Services - Other	17,000	14,500	2,500	85%
10-55-5520	SAAS Contracts (software/app service)	26,000	21,132	4,868	81%
10-55-5530	Medical Services	25,000	-	25,000	0%
10-55-5536	Ambulance Service	21,000	4,557	16,443	22%
10-55-5540	Cleaning Service	3,900	771	3,129	20%
10-55-5547	Fire Marshal Contract	3,000	709	2,291	24%
10-55-5549	Fire Alarm Monitoring Service	1,000	-	1,000	0%
10-55-5560	Contract Labor	75,000	16,300	58,700	22%
10-55-5700	Dues & Fees	6,000	2,267	3,733	38%
10-55-5720	Employee Travel	5,000	1,254	3,746	25%
10-55-5725	Employee Training	10,000	(542)	10,542	-5%
	Total Fire Operations	1,543,604	351,900	1,191,705	23%
Fire Capital Ou	<del>-</del>				-0/
10-55-9103	Improvements	2,500	-	2,500	0%
10-55-9104	Furnishings	7,500	851	6,649	11%
10-55-9221	Equipment	63,000	-	63,000	0%
10-55-9223	CIP-19 Fire Engine	1,400,000	-	1,400,000	0%
10-55-9225	CIP-22 Outdoor Warning Siren Improvments	55,000	-	55,000	0%
	Total Fire Capital Outlay	1,528,000	851	1,527,149	0%
	Total Fire Services	3,071,604	352,751	2,718,853	11%
Parks & Rec D	epartment				
10-65-5310	Grounds Maintenance	7,670	905	6,765	12%
	Total Parks & Rec Operations	7,670	905	6,765	12%
Parks & Rec C	apital Outlay				
10-65-9103	Improvements	320,000	-	320,000	0%
	Total Parks & Rec Capital	320,000	-	320,000	0%
	Total Parks & Rec Department	327,670	905	326,765	0%
Development S					
10-75-5570	Inspector Services	300,000	61,059	238,941	20%
	Total Development Services	300,000	61,059	238,941	20%

		ADOPTED/	YTD	REMAINING	% of
General Fund		AMENDED 2023-24	12/2023	BUDGET	BUDGET
<b>Public Works</b>	Services				
10-80-5000	Salaries & Wages	405,500	82,588	322,912	20%
10-80-5025	Health Insurance	81,500	14,612	66,888	18%
10-80-5030	Payroll Taxes	31,021	6,315	24,706	20%
10-80-5035	Retirement	68,630	14,811	53,820	22%
10-80-5040	TWC	80	3	77	4%
10-80-5045	Workers Comp	5,732	5,617	115	98%
10-80-5100	Office Supplies	380	-	380	0%
10-80-5125	Operating Supplies	1,970	1,822	148	93%
10-80-5155	Uniforms	3,810	1,115	2,695	29%
10-80-5195	Tools & Equipment - not capitalized	530	1,662	(1,132)	314%
10-80-5200	Phone, Internet	4,030	671	3,359	17%
10-80-5211	Electricity - Street Lights	74,570	16,436	58,134	22%
10-80-5230	Water	1,980	· <u>-</u>	1,980	0%
10-80-5240	Fuel	15,000	2,163	12,837	14%
10-80-5305	Building Maintenance	5,000	24,145	(19,145)	483%
10-80-5310	Grounds Maintenance	10,260	13,879	(3,619)	135%
10-80-5315	Vehicle Maintenance	3,490	142	3,348	4%
10-80-5325	Equipment Maintenance	910	151	759	17%
10-80-5335	Streets/Sidewalks Maintenance	20,750	-	20,750	0%
10-80-5340	Sign Maintenance	6,560	_	6,560	0%
10-80-5355	Drainage Maintenance	25,000	_	25,000	0%
10-80-5385	Mosquito Control	12,580	2,775	9,805	22%
10-80-5395	Septic System Maintenance	300	_,	300	0%
10-80-5415	Engineer	51,000	23,753	27,248	47%
10-80-5530	Medical Services	60		60	0%
10-80-5565	Code Enforcement Services	10,000	_	10,000	0%
10-80-5570	Inspection Services	105,000	33,513	71,487	32%
10-80-5720	Employee Travel	260	-	260	0%
10-80-5725	Employee Training	1,080	791	289	73%
10 00 0120	Total Public Works Operations	946,983	247,018	699,965	26%
	Public Works Capital Outlay	0 10,000	,	000,000	2070
10-80-9103	Improvements	25,000	_	25,000	0%
10-80-9221	Equipment	23,000	_	23,000	0%
10-80-9222	Heavy Equipment	84,000	89,636	(5,636)	107%
10 00 0222	Total Capital Outlay	132,000	<b>89,636</b>	<b>42,364</b>	68%
	Total Public Works Services	1,078,983	336,655	742,329	31%
Total General	Fund Expenditures	8,820,935	1,953,666	6,867,269	22%
Change in Fir	nancial Position	(2,405,452)	(473,970)		
ESTIMATED E	ENDING RESOURCES (Net)	2,998,079	4,929,561		

DEBT SERVICE (I&S) FUND	ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES	732,866	732,866		100%
REVENUE				
50-00-4005 Property Taxes - I&S	1,166,490	59,708	1,106,782	5%
50-00-4517 Interest - IB I&S	25,000	2,697	22,303	11%
50-00-4801 Transfer from Utility Fund - Sewer	-	-	-	NA
50-00-4804 Transfer from Utility Fund - I&S	-	-	-	NA
Total Revenues	1,191,490	62,405	1,129,085	
EXPENDITURES				
50-10-5790 Debt Administration	15,000	3,895	11,105	26%
50-10-5820 2020 GO Ref Bonds Principal	480,000	480,000	, -	100%
50-10-5821 2020 GO Ref Bonds Interest	14,600	9,700	4,900	66%
50-10-5822 2020 CO Principal	105,000	105,000	-	100%
50-10-5823 2020 CO Interest	486,450	243,750	242,700	50%
Transfer to Utility Fund	581,220	-	581,220	0%
TIRZ Contribution	57,000	-	57,000	0%
Total Expenditures	1,739,270	842,345	896,925	
Change in Financial Position	(547,780)	(779,940)		
ESTIMATED ENDING RESOURCES (Net)	185,086	(47,074)		

STREET FUND Maintenance/Construction	ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% OF BUDGET
Funded by Street Maintenance Sales Tax ESTIMATED BEGINNING RESOURCES	936,216	936,216		100%
Street Repair Fund Revenue				
17-00-4041 Sales Tax - Dedicated Streets	350,000	100,862	249,138	29%
Total Street Repair Fund Revenue	350,000	100,862	249,138	
Street Repair Fund Expenditure				
17-80-5335 Street Maintenance	450,000	23,981	426,019	5%
Total Street Repair Expenditure	450,000	23,981	426,019	5%
ESTIMATED ENDING RESOURCES (Net)	836,216	1,013,097		
Funded by Annexation Fees ESTIMATED BEGINNING RESOURCES	415,570	415,570		100%
Street Repair Revenue				NIA
23-80-4210 Capital Recovery Fees - Lavon Farms 31-80-4210 Annexation Fees - Trails of Lavon	<u>-</u>	-	- -	NA NA
32-80-4210 Annexation Fees - Elevon	-	<u>-</u>	_	NA
Total Street Repair Revenue	-	-	-	
Street Repair Fund Expenditure				
23-80-5336 Street Maint - Lavon Farms Regional	200,000	-	200,000	0%
31-80-5337 Street Maint - Trails of Lavon Regional	-	-	-	NA
32-80-5338 Street Maint - Elevon Regional  Total Street Repair Expenditure	- 200,000	-	200,000	NA
Total Gilott Ropali Expolititulo	200,000	_	200,000	
ESTIMATED ENDING RESOURCES (Net)	215,570	415,570		

MUNICIPAL COURT SECURITY FUND	ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES	20,890	20,890		100%
REVENUE 15-00-4516 Interest - IB Dedicated 15-25-4217 Court - Building Security Fees Total Revenues	- 4,000 <b>4,000</b>	- 315 <b>315</b>	- 3,685 <b>3,685</b>	NA 8%
EXPENDITURES 15-25-5560 Contract Labor - Bailiffs Total Expenditures	2,400 <b>2,400</b>	- -	2,400 <b>2,400</b>	0%
ESTIMATED ENDING RESOURCES (Net)	22,490	21,205		

	UTILITY FUND	ADOPTED/ AMENDED 2023-24	YTD 12/2023	REMAINING BUDGET	% OF BUDGET	
ESTIMATED	BEGINNING RESOURCES/TRANSFERS IN	7,320,349	7,320,349		100%	
UTILITY FUN	ID REVENUE					
Administrati	on					
20-00-4520	Interest - IB Utility	16,850	8,061	8,789	48%	
20-00-4521	Interest - IB Sewer Tap	12,000	15,181	(3,181)	127%	
20-10-4130	Facility Rental	-	-	-	NA	
20-10-4240	Police - Fines/Fees	-	3,802	(3,802)	NA	
20-85-4202	Administration Fee	30,000	12,825	17,175	43%	
20-85-4299	Late Fees	35,000	11,250	23,750	32%	
Total Admin	istration	93,850	51,119	42,731	54%	
Sanitary Sev	ver					
20-85-4110	Sewer Charges	1,451,352	360,751	1,090,601	25%	
20-85-4230	Sewer Tap Fee	1,575,000	885,100	689,900	56%	
20-85-4330	Online Permit Pmts	7,500	1,475	6,025	20%	
	Transfer from I&S	581,220	-	581,220	0%	
Total Sanitai	ry Sewer	3,615,072	1,247,326	2,367,746	35%	
Solid Waste						
20-86-4115	Solid Waste Income	926,772	238,326	688,446	26%	
Total Solid V	Vaste	926,772	238,326	688,446	26%	
Total Revenu	ue	4,635,694	1,536,771	3,098,923	33%	
UTILITY FUN	ID EXPENDITURES					
Sanitary Sev	ver					
20-85-5210	Electricity	95,000	19,970	75,030	21%	
20-85-5390	Sewer System Maintenance	65,000	1,510	63,490	2%	
20-85-5590	NTMWD O&M Contract	586,260	193,631	392,629	33%	
20-85-5801	Transfer to General Fund	695,000	-	695,000	0%	
20-85-9422	Elevon WWTP Construction	5,000,000	-	5,000,000	0%	
20-85-9423	Sewer System Improvements	200,000	4,557	195,443	2%	
Total Sanitai	ry Sewer	6,641,260	219,668	6,421,592	3%	
Solid Waste						
20-86-5100	Office Supplies	8,500	6	8,494	0%	
20-86-5104	Billing Supplies	12,000	5,409	6,591	45%	
20-86-5190	Office Furniture & Equipment	500	-	500	0%	
20-86-5515	Credit Card Contract	3,500	612	2,888	17%	
20-86-5520	SAAS Contracts	3,500	240	3,260	7%	
20-86-5595	Solid Waste Contract	675,000	67,982	607,018	10%	
20-86-5785	Sales Tax	62,500	11,781	50,719	19%	
20-86-5802	Transfer to General Fund	144,000	-	144,000	0%	
Total Solid V	Vaste	909,500	86,029	823,471	9%	
Total Expend	diture	7,550,760	305,697	7,245,063	4%	
Change in Fi	nancial Position	(2,915,066)	1,231,074			
ESTIMATED	ENDING RESOURCES (Net)	4,405,283	8,551,423			





#### PERFORMANCE

As	of N	lovem	her	30	2023	
$\Delta$ 3	OI IN	ioveiii	Der	e)U.	2020	

Rates reflect historical information and are not an indication of future performance.

#### **November Averages**

Current Invested Balance	\$10,489,760,450.40	Average Invested Balance	\$ 10,148,537,924.27		
Weighted Average Maturity (1)	53 Days	Average Monthly Yield, on a simple basis	5.5598%		
Weighted Average Life (2)	81 Days	Average Weighted Maturity (1)	52 Days		
Net Asset Value	1.000304	Average Weighted Life (2)	83 Days		
Total Number of Participants	686	Definition of Weighted Average Matur	rity (1) & (2)		
Management Fee on Invested Balance	0.0975%*	$6^{*}$ (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity			
Interest Distributed	\$ 47,188,897.79				
Management Fee Collected	\$813,309.30	deemed to have a maturity equal to the period remaining until the next readjustment of the interest  (2) This weighted average maturity calculation uses the final maturity of any floating rate instrum			
% of Portfolio Invested Beyond 1 Year	0.00%				
Standard & Poor's Current Rating	AAAm	The maximum management fee authorized for the LOGIC Cash Re may be waved in full or in part in the discretion of the LOGIC co-ac	-		
		may be waved in run of in part in the discretion of the LOGIC co-ac	minimistrators at any time as provided		

#### **NEW PARTICIPANTS**

for in the LOGIC Information Statement.

We would like to welcome the following entities who joined the LOGIC program in November:

Houston Independent School District \* Jacksboro Independent School District

#### HOLIDAY REMINDER

In observance of the **Christmas holiday**, **LOGIC will be closed Monday**, **December 25**, **2023**. All ACH transactions initiated on Friday, December 22nd will settle on Tuesday, December 26th. Please plan accordingly for your liquidity needs.

In observance of the **New Year's Day holiday, LOGIC will be closed Monday, January 1, 2024.** All ACH transactions initiated on Friday, December 29th will settle on Tuesday, January 2nd.

Notification of any early transaction deadlines on the business day preceding the holiday will be sent by email to the primary contact on file for all LOGIC participants.

#### ECONOMIC COMMENTARY

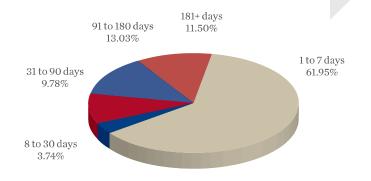
#### Market review

Developments in November kept alive the hopes for a soft landing as the U.S. economy continued to remain resilient and inflation in the United States continued to moderate, which should support a Federal Reserve (Fed) pause. Headline CPI was flat month-over-month (m/m) and rose 3.2% year-over-year (y/y), while core CPI rose 0.2% m/m and 4.0% y/y. This was driven by energy prices declining sharply. Shelter on the other hand was still a large contributor but decelerated to 0.3% m/m from 0.6% m/m last month. It is also worth noting that the producer price index fell 0.5% m/m, the largest decrease since April 2020, echoing an easing in pricing pressures. Cooling inflation this month was also met with strong economic data. In fact, third quarter real GDP was revised up to 5.2% quarter-over-quarter (q/q) from 4.9% for 3Q23 due to upward revisions in business fixed investment and government spending, but partially offset by downward revisions to consumer spending. That being said, an uptick in consumer spending may occur in November, as consumers, in aggregate, spent a record \$9.8 billion online during the Black Friday holiday sale.

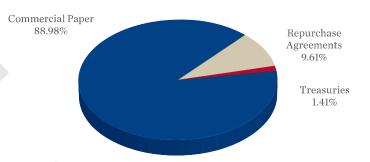
On the labor market side, market indicators are moderating from peak tightness, but data still looks strong relative to history. The demand for labor, as measured by the Job Openings and Labor Turnover Survey (JOLTS) report, saw the number of job openings increase for the second consecutive month to 9.55 million in September. The October Bureau of Labor Statistics employment situation report showed the unemployment rate at 3.9%, an uptick from the prior month, but still strong relative to history. (continued page 4)

#### INFORMATION AT A GLANCE

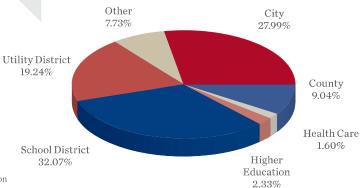
# PORTFOLIO BY TYPE OF INVESTMENT AS OF NOVEMBER 30, 2023



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF NOVEMBER 30, 2023







10,492,958,358.89

 $(1)\ Portfolio\ by\ Maturity\ is\ calculated\ using\ WAM\ (1)\ definition\ for\ stated\ maturity.\ See\ page\ 1\ for\ definition$ 

**TOTAL** 

#### HISTORICAL PROGRAM INFORMATION

MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Nov 23	5.5598%	\$10,489,760,450.40	\$10,492,958,358.89	1.000093	52	83	686
Oct 23	5.5432%	10,227,801,398.83	10,228,563,319.46	1.000074	44	82	684
Sep 23	5.5168%	10,186,401,619.84	10,186,001,313.15	0.999858	39	82	681
Aug 23	5.4721%	10,680,710,251.18	10,680,559,242.38	0.999985	32	74	679
Jul 23	5.2985%	10,153,858,654.20	10,152,546,069.51	0.999870	34	73	676
Jun 23	5.2554%	9,896,613,552.15	9,894,613,184.44	0.999660	40	74	675
May 23	5.1866%	10,091,234,151.85	10,088,568,744.46	0.999735	35	66	675
Apr 23	4.9970%	10,193,217,769.39	10,190,727,181.45	0.999755	31	57	674
Mar 23	4.8163%	10,512,348,285.80	10,511,021,861.94	0.999706	28	54	668
Feb 23	4.7387%	10,538,772,564.95	10,539,885,630.32	1.000105	28	53	667
Jan 23	4.5538%	10,833,655,695.67	10,835,509,806.87	1.000171	18	52	660
Dec 22	4.3336%	9,528,526,006.65	9,528,907,852.14	0.999900	17	65	658

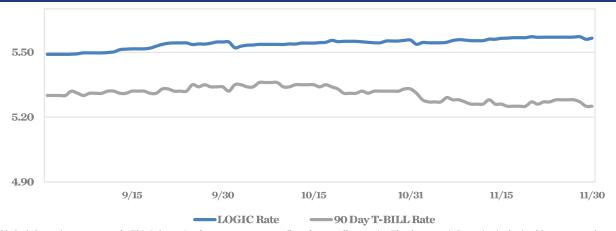
#### PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2023

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 10,010.04	\$ 10,010.04
Accrual of Interest Income	9,865,833.65	9,865,833.65
Interest and Management Fees Payable	(47,220,120.09)	(47,220,120.09)
Payable for Investment Purchased	(15,000,000.00)	(15,000,000.00)
Repurchase Agreement	1,013,322,999.94	1,013,322,999.94
Commercial Paper	9,379,669,201.02	9,382,864,747.85
Government Securities	149,112,525.84	149,114,887.50

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is

10,489,760,450.40

#### LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of openend management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

#### DAILY SUMMARY FOR NOVEMBER 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
11/1/2023	5.5366%	0.000151689	\$10,209,689,953.94	1.000071	45	79
11/2/2023	5.5449%	0.000151915	\$10,220,519,198.32	1.000089	47	81
11/3/2023	5.5433%	0.000151870	\$10,191,745,544.29	0.999897	46	79
11/4/2023	5.5433%	0.000151870	\$10,191,745,544.29	0.999897	46	79
11/5/2023	5.5433%	0.000151870	\$10,191,745,544.29	0.999897	46	79
11/6/2023	5.5460%	0.000151944	\$10,178,527,682.62	1.000129	48	81
11/7/2023	5.5544%	0.000152174	\$10,155,989,445.19	1.000124	51	83
11/8/2023	5.5580%	0.000152273	\$10,164,659,715.86	1.000128	54	87
11/9/2023	5.5560%	0.000152219	\$10,178,348,384.14	1.000126	54	87
11/10/2023	5.5536%	0.000152154	\$10,269,448,589.99	0.999909	52	84
11/11/2023	5.5536%	0.000152154	\$10,269,448,589.99	0.999909	52	84
11/12/2023	5.5536%	0.000152154	\$10,269,448,589.99	0.999909	52	84
11/13/2023	5.5605%	0.000152342	\$10,115,863,040.36	1.000112	55	87
11/14/2023	5.5600%	0.000152328	\$10,034,766,429.29	1.000208	55	86
11/15/2023	5.5642%	0.000152444	\$9,982,966,519.67	1.000228	55	86
11/16/2023	5.5652%	0.000152471	\$10,012,090,416.99	1.000220	55	87
11/17/2023	5.5673%	0.000152528	\$9,986,732,788.91	1.000025	54	85
11/18/2023	5.5673%	0.000152528	\$9,986,732,788.91	1.000025	54	85
11/19/2023	5.5673%	0.000152528	\$9,986,732,788.91	1.000025	54	85
11/20/2023	5.5715%	0.000152643	\$9,995,395,742.14	1.000246	57	87
11/21/2023	5.5691%	0.000152577	\$10,040,687,242.63	1.000237	55	84
11/22/2023	5.5698%	0.000152597	\$10,047,128,483.26	1.000137	54	82
11/23/2023	5.5698%	0.000152597	\$10,047,128,483.26	1.000137	54	82
11/24/2023	5.5698%	0.000152598	\$10,119,280,163.01	1.000012	54	83
11/25/2023	5.5698%	0.000152598	\$10,119,280,163.01	1.000012	54	83
11/26/2023	5.5698%	0.000152598	\$10,119,280,163.01	1.000012	54	83
11/27/2023	5.5703%	0.000152611	\$10,121,785,137.98	1.000232	54	82
11/28/2023	5.5718%	0.000152651	\$10,118,406,755.57	1.000228	54	83
11/29/2023	5.5600%	0.000152330	\$10,640,803,387.89	1.000296	52	79
11/30/2023	5.5653%	0.000152474	\$10,489,760,450.40	1.000304	53	81
Average	5.5598%	0.000152324	\$10,148,537,924.27 110		52	83



While the labor market continues to remain sound (but showing some early signs of pressure), the effects of tight monetary policy should lead to even more moderate economic growth going forward. This is reflected in the latest Senior Loan Officer Opinion Survey (SLOOS), which showed credit demand falling in the third quarter as banks continued to tighten lending standards for U.S. businesses and households. Given the progress made on inflation thus far and the overall resiliency of the US economy, it is not surprising to see that the Federal Open Market Committee (FOMC) voted to leave the federal funds rate unchanged at a range of 5.25% to 5.50% in their meeting on November 1st, showing a willingness to be patient and proceed with caution. The Fed will continue to maintain its data dependent stance from here, although Fed Chair Powell did acknowledge that risks are now more "two-sided." That said, he made it clear that economic and labor market conditions will need to ease further to convince the Fed that inflation is heading back to target. Moreover, the committee is not discussing rate cuts, keeping the "higher for longer" mantra intact.

Markets interpreted the Fed's rhetoric as more dovish in November. This, combined with the softer jobs report and inflation prints in November, led markets to price in additional interest rate cuts in 2024, fueling a rate rally. Consequently, Treasury yields moved lower across the curve with longer maturities declining more than shorter maturities. The three-month Treasury bill yield declined 8 basis points (bps) to 5.39%, while the one-year T-bill yield fell 33 bps to 5.13% and the two-year yield fell 41 bps to 4.68% during the month.

#### Outlook

After 1.5 years of tightening monetary policy by the Fed, we believe we are at-or-near the end of this hiking cycle. The October CPI report provided further assurance that inflation is moving steadily back to the Fed's 2% goal. Similarly, Personal Consumption Expenditure (PCE) inflation showed continued progress, with the headline and core measures easing to 3.0% y/y and 3.5% y/y, respectively. Overall, continued disinflation progress should keep the Fed on pause and keep yields off their highs. While Chairman Powell continued to articulate his relief with progress towards achieving the Fed's 2% inflation mandate, he clarified that it would take time to determine if the policy rate is sufficiently restrictive and commented that the Fed has not yet thought about interest rate cuts. Additionally, he reiterated that the Fed is prepared to tighten policy again if needed. We currently believe the Fed has achieved its restrictive stance and continues to keep the policy rate unchanged until we approach the second half of 2024.

For the economy, the ingredients for a soft landing remain on the table, but the weight of monetary tightening is gradually passing through various channels to consumers and businesses, despite mild consequences thus far. For markets, tight monetary policy could pose an earnings headwind for certain cyclical sectors while the Fed's "higher for longer" mantra could instill continued volatility in bond markets. Given these outstanding risks, we continue to believe that a mild recession may occur by 2025.

 $This information is an excerpt from an economic report dated November {\bf 2023} \ provided \ to \ LOGIC \ by \ JP\ Morgan\ Asset\ Management, Inc., the investment manager of the \ LOGIC \ pool.$ 







#### LOGIC BOARD MEMBERS

Sandy Newby Tarrant Regional Water District Governing Board President Greg Jordan City of Grapevine Governing Board Vice President Jeanne Chipperfield North Texas Municipal Water District Governing Board Treasurer Darla Moss Governing Board Secretary Arlington ISD Rene Barajas Northside ISD Advisory Board Member Monte Mercer Qualified Non-Participant Advisory Board Member Cindy Demers Qualified Non-Participant Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.







NOVEMBER 2023



#### PERFORMANCE

#### As of November 30, 2023

Current Invested Balance	\$10,148,883,026.83
Weighted Average Maturity (1)	40 Days
Weighted Average Life (2)	84 Days
Net Asset Value	0.999931
Total Number of Participants	1034
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 44,051,459.00
Management Fee Collected	\$ 489,498.78
% of Portfolio Invested Beyond 1 Year	8.45%
Standard & Poor's Current Rating	AAAm
Bates reflect historical information and are not an indicat	ion of future performance

Rates reflect historical information and are not an indication of future performance.

#### **November Averages**

Average Invested Balance	\$ 9,942,494,252.06
Average Monthly Yield, on a simple basis	5.3307%
Average Weighted Maturity (1)	33 Days
Average Weighted Life (2)	74 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waved in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

#### **NEW PARTICIPANTS**

We would like to welcome the following entities who joined the TexSTAR program in November:

- \* Fort Bend County Municipal Utility District No. 175 \* Harris County Fresh Water Supply District No. 61
  - \* Harris County Municipal Utility District No. 547

#### HOLIDAY REMINDER

In observance of the Christmas holiday, TexSTAR will be closed Monday, December 25, 2023. All ACH transactions initiated on Friday, December 22nd will settle on Tuesday, December 26th. Please plan accordingly for your liquidity needs.

In observance of the New Year's Day holiday, TexSTAR will be closed Monday, January 1, 2024. All ACH transactions initiated on Friday, December 29th will settle on Tuesday, January 2nd.

Notification of any early transaction deadlines on the business day preceding the holiday will be sent by email to the primary contact on file for all TexSTAR participants.

#### **ECONOMIC COMMENTARY**

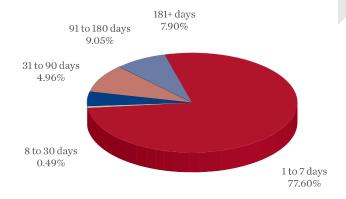
#### **Market review**

Developments in November kept alive the hopes for a soft landing as the U.S. economy continued to remain resilient and inflation in the United States continued to moderate, which should support a Federal Reserve (Fed) pause. Headline CPI was flat month-over-month (m/m) and rose 3.2% year-over-year (y/y), while core CPI rose 0.2% m/m and 4.0% y/y. This was driven by energy prices declining sharply. Shelter on the other hand was still a large contributor but decelerated to 0.3% m/m from 0.6% m/m last month. It is also worth noting that the producer price index fell 0.5% m/m, the largest decrease since April 2020, echoing an easing in pricing pressures. Cooling inflation this month was also met with strong economic data. In fact, third quarter real GDP was revised up to 5.2% quarter-over-quarter (q/q) from 4.9% for 3Q23 due to upward revisions in business fixed investment and government spending, but partially offset by downward revisions to consumer spending. That being said, an uptick in consumer spending may occur in November, as consumers, in aggregate, spent a record \$9.8 billion online during the Black Friday holiday sale.

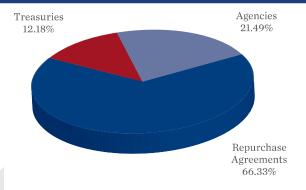
On the labor market side, market indicators are moderating from peak tightness, but data still looks strong relative to history. The demand for labor, as measured by the Job Openings and Labor Turnover Survey (JOLTS) report, saw the number of job openings increase for the second consecutive month to 9.55 million in September. The October Bureau of Labor Statistics employment situation report showed the unemployment rate at 3.9%, an uptick from the prior month, but still strong relative to hastory. (continued page 4)

#### INFORMATION AT A GLANCE

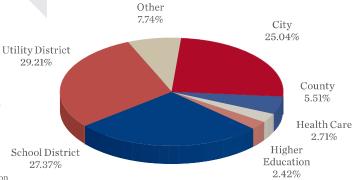
# PORTFOLIO BY TYPE OF INVESTMENT AS OF NOVEMBER 30, 2023



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF NOVEMBER 30, 2023



# PORTFOLIO BY MATURITY AS OF NOVEMBER 30, 2023(1)



 $(1) \ Portfolio \ by \ Maturity \ is \ calculated \ using \ WAM \ (1) \ definition \ for \ stated \ maturity. \ See \ page \ 1 \ for \ definition$ 

#### HISTORICAL PROGRAM INFORMATION

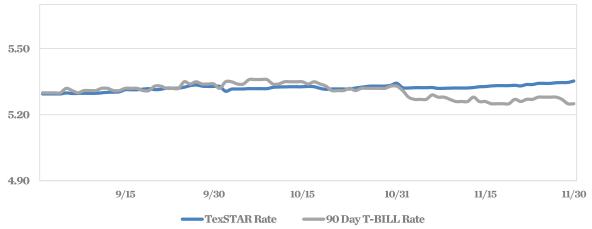
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Nov 23	5.3307%	\$10,148,883,026.83	\$10,148,191,305.12	0.999931	33	74	1034
Oct 23	5.3231%	10,017,668,653.01	10,016,121,800.83	0.999845	29	69	1031
Sep 23	5.3105%	9,992,445,950.80	9,990,730,955.61	0.999816	29	56	1028
Aug 23	5.2974%	10,207,693,267.12	10,205,377,223.94	0.999773	26	49	1023
Jul 23	5.1148%	10,852,471,505.08	10,849,665,890.42	0.999741	22	47	1021
Jun 23	5.0764%	10,475,876,514.08	10,473,945,855.73	0.999806	22	50	1020
May 23	5.0471%	10,704,350,596.85	10,702,720,616.60	0.999847	20	45	1019
Apr 23	4.8292%	10,940,711,794.05	10,941,057,413.24	1.000031	17	42	1017
Mar 23	4.6066%	11,042,113,205.98	11,042,864,910.32	1.000029	11	39	1012
Feb 23	4.4919%	10,962,890,240.57	10,961,778,645.78	0.999898	9	38	1008
Jan 23	4.2515%	10,451,037,339.95	10,450,044,625.54	0.999905	6	41	1003
Dec 22	3.9681%	9,016,826,910.67	9,015,709,981.89	0.999855	5	43	999

#### PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2023

	BOOK VALUE			MARKET VALUE	
Uninvested Balance	\$	757.40	\$	757.40	
Accrual of Interest Income		16,009,937.85		16,009,937.85	
Interest and Management Fees Payable		(44,079,454.46)		(44,079,454.46)	
Payable for Investment Purchased		(63,871,896.53)		(63,871,896.53)	
Repurchase Agreement		6,793,630,999.88		6,793,630,999.88	
Government Securities		3,447,192,682.69		3,446,500,960.98	
TOTAL	\$	10,148,883,026.83	\$	10,148,191,305.12	

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee 1914 uld you require a copy of the portfolio, please contact TexSTAR Participant Services.

#### TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of openend management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

#### DAILY SUMMARY FOR NOVEMBER 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
11/1/2023	5.3230%	0.000145836	\$10,057,800,300.16	0.999870	29	69
11/2/2023	5.3213%	0.000145790	\$9,980,249,791.08	0.999880	29	69
11/3/2023	5.3228%	0.000145831	\$9,869,667,944.58	0.999913	29	69
11/4/2023	5.3228%	0.000145831	\$9,869,667,944.58	0.999913	29	69
11/5/2023	5.3228%	0.000145831	\$9,869,667,944.58	0.999913	29	69
11/6/2023	5.3232%	0.000145840	\$9,893,151,522.47	0.999912	29	68
11/7/2023	5.3195%	0.000145740	\$9,900,420,824.08	0.999913	29	68
11/8/2023	5.3201%	0.000145756	\$9,883,258,062.71	0.999908	29	68
11/9/2023	5.3207%	0.000145772	\$9,890,108,201.21	0.999887	29	68
11/10/2023	5.3213%	0.000145788	\$9,990,089,609.35	0.999906	28	66
11/11/2023	5.3213%	0.000145788	\$9,990,089,609.35	0.999906	28	66
11/12/2023	5.3213%	0.000145788	\$9,990,089,609.35	0.999906	28	66
11/13/2023	5.3233%	0.000145845	\$9,966,587,963.00	0.999892	29	67
11/14/2023	5.3273%	0.000145953	\$10,025,972,742.88	0.999938	29	67
11/15/2023	5.3279%	0.000145969	\$10,018,945,600.04	0.999909	33	70
11/16/2023	5.3309%	0.000146052	\$9,998,236,607.94	0.999931	33	71
11/17/2023	5.3318%	0.000146077	\$9,824,400,619.23	0.999930	33	72
11/18/2023	5.3318%	0.000146077	\$9,824,400,619.23	0.999930	33	72
11/19/2023	5.3318%	0.000146077	\$9,824,400,619.23	0.999930	33	72
11/20/2023	5.3336%	0.000146127	\$9,803,499,148.18	0.999932	39	77
11/21/2023	5.3306%	0.000146043	\$9,820,517,719.84	0.999935	38	84
11/22/2023	5.3368%	0.000146214	\$9,814,468,766.05	0.999920	40	85
11/23/2023	5.3368%	0.000146214	\$9,814,468,766.05	0.999920	40	85
11/24/2023	5.3423%	0.000146364	\$9,890,528,892.85	0.999935	39	85
11/25/2023	5.3423%	0.000146364	\$9,890,528,892.85	0.999935	39	85
11/26/2023	5.3423%	0.000146364	\$9,890,528,892.85	0.999935	39	85
11/27/2023	5.3450%	0.000146438	\$10,114,909,771.40	0.999900	39	83
11/28/2023	5.3456%	0.000146454	\$10,195,399,708.72	0.999926	39	83
11/29/2023	5.3463%	0.000146475	\$10,223,887,840.99	0.999921	40	84
11/30/2023	5.3532%	0.000146664	\$10,148,883,026.83	0.999931	40	84
Average	5.3307%	0.000146045	\$9,942,494,252.06 115		33	74



#### ECONOMIC COMMENTARY (cont.)

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#### TEXSTAR BOARD MEMBERS

Monte Mercer North Central TX Council of Government Governing Board President

David Pate Richardson ISD Governing Board Vice President

Anita Cothran City of Frisco Governing Board Treasurer

David Medanich Hilltop Securities Governing Board Secretary

Jennifer Novak J.P. Morgan Asset Management Governing Board Asst. Sec./Treas

Brett Starr City of Irving Advisory Board
Sandra Newby Tarrant Regional Water Dist/Non-Participant Advisory Board
Ron Whitehead Qualified Non-Participant Advisory Board

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