



**AGENDA**  
**FEBRUARY 20, 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. RECOGNITION, AWARDS, AND INTRODUCTION OF EMPLOYEES – POLICE DEPARTMENT**
- 6. RECOGNITION AND INTRODUCTION OF EMPLOYEES – FIRE DEPARTMENT**  

Presentation to Volunteer Firefighter Scott Beaudette
- 7. 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 February 6, 2024 meeting.
  - B.** Approve Resolution No. **2024-02-06** authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.
  - C.** Approve Resolution No. **2024-02-07** approving and authorizing the execution of an interlocal cooperation contract with the Department of Public Safety of the State of Texas for participation in the Failure to Appear (FTA) Program; and providing an effective date.
- 8. ITEMS FOR CONSIDERATION**
  - A.** Discussion and action regarding Resolution No. **2024-02-08** approving and authorizing execution of a Right of Way Encroachment Agreement with the Elevon Homeowner's Association, Inc. for placement and maintenance of a subdivision monument sign, landscaping, and related improvements in the median on Elevon Parkway located in the Elevon West Commercial Phase 1 Addition.
  - B.** Discussion and action regarding Ordinance No. **2024-02-04** amending the Capital Improvements Plan (CIP) approved and adopted by Ordinance No. **2023-08-11** for the City for the fiscal year October 1, 2023 through September 30, 2024 to amend project budgets and timelines.
  - C.** Discussion and action regarding Resolution No. **2024-02-09** approving and authorizing the execution of Change Order No. 3 to the construction contract with Rebcon, L.L.C. for the City of Lavon Lake Road Phase 1 Paving (CIP-16) Construction Project to close out and make the final cost adjustment for actual quantities installed in an amount not to exceed \$10,239.25; and providing an effective date.
  - D.** Discussion and action regarding acceptance of the Lake Road, Phase 1 Paving (CIP-16) Construction Project improvements.
  - E.** Discussion and action regarding acceptance of the Grand Heritage 78 Commercial East and West Sanitary Sewer Lines Construction Project.

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## 9. 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.

## 10. EXECUTIVE SESSION

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

## 11. RECONVENE FROM EXECUTIVE SESSION

Consider and take any action necessary as a result of each item listed in executive session, including but not limited to the following:

## 12. SET FUTURE MEETINGS AND AGENDA

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

March 5, 2024 – Regular Meeting

## 13. PRESIDING OFFICER TO ADJOURN THE MEETING

This is to certify that this Agenda was duly posted on the City’s website at [www.cityoflavon.com](http://www.cityoflavon.com) and at City Hall and on or before 6:00 PM on February 16, 2024.

*/ Rae Norton/*

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Rae Norton, City Secretary

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

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**MINUTES  
FEBRUARY 6, 2024  
LAVON CITY COUNCIL  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
REGULAR MEETING**

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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 MR. DILL DELIVERED THE INVOCATION.**
- 3. ITEMS OF INTEREST/COMMUNICATIONS**

- Education Foundation Bags for the Braves on March 21, 2024
- Breakfast with the Bunny on March 23, 2024, 9am-10:30am
- Upcoming TxDOT Projects at Geren/Burnett & SH 78 and turn lane addition at Bently and SH 78

**4. CITIZENS COMMENTS**

Resident John Jones, 370 Rock Acre Dr. expressed concern for the SH 78 and LakePointe Dr. intersection and staff offered to provide information about the traffic signal installation.

**5. PROCLAMATIONS**

A proclamation was presented for American Heart Health Month.

**6. CONSENT AGENDA**

- A. Approve the minutes of the January 16, 2024, meeting.**
- B. Receive Quarterly Investment Report.**
- C. Approve Resolution No. 2024-02-01 authorizing continued participation with the Steering Committee of Cities serviced by Oncor; and authorize the payment of ten cents per capita to the Steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Deliver Company, LLC.**
- D. Approve Resolution No. 2024-02-02 approving Financial Policies and Procedures for Federal Grant Contracts.**
- E. Approve Resolution No. 2024-02-03 approving a Procurement Policy Applicable to All Procurements Made with Federal Funds.**

**MOTION: APPROVE CONSENT AGENDA.**

MOTION MADE: WRIGHT

SECONDED: HEDGE

APPROVED: UNANIMOUS

**7. ITEMS FOR CONSIDERATION**

- A. Public Hearing, discussion, and action regarding the intent to relinquish the delegated authority for on-site sewage facilities (OSSF) pursuant to TX Administrative Code Title 30,**

**Part 1, Chapter 285 On-Site Sewage Facilities, Subchapter B, Sec. 285.10(d)(1)(B), as established in Article 12.04 “On-Site Sewage Facilities” of the City of Lavon Code or Ordinances.**

**Presentation of the request.**

City Manager Kim Dobbs provided information regarding the proposed relinquishment of the delegated authority for on-site sewage facilities within the city limits of Lavon including the process required by the TCEQ.

**PUBLIC HEARING to receive comments regarding the proposed request.**

Mayor Sanson opened the public hearing at 6:47 p.m. and invited comments for or against the proposed amendment. Randall Ingle, 536 Winding Shore, Tool, TX inquired who would be processing future permits and staff described the recommendation to enter into an interlocal agreement for Collin County to assume the authority. There being no further comments, Mayor Sanson closed the public hearing at 6:48 p.m.

**Discussion and action regarding the request.**

**MOTION: PROCEED WITH STEPS TO RELINQUISH AUTHORITY AND PREPARE TO REPEAL ARTICLE 12.04 OF THE CITY OF LAVON CODE OF ORDINANCES.**

MOTION MADE: SHEPARD

SECONDED: DILL

APPROVED: UNANIMOUS

- B. Public Hearing, discussion, and action regarding an application to change the zoning district classification from Agricultural (A) District to Single Family 1-Acre (SF-1) on approximately 3.167 acres of land out of the Drury Anglin Survey, Abstract No. 2, Sheet 3, Tract 121 situated southwest of the intersection of CR 483 and FM 2755/McClendon Rd. Lavon, Collin County, Texas, (CCAD Property ID 2653997).**

**PRESENTATION of proposed application**

Ms. Dobbs provided information regarding the applicant’s request to change the zoning district classification, its conformance with the Comprehensive Plan, and the Planning and Zoning Commission’s recommendation for approval. Applicant Randall Ingle, 536 Winding Shore Dr., Tool, TX, was available for questions.

**PUBLIC HEARING to receive comments regarding the proposed application.**

Mayor Sanson opened the public hearing at 6:55 p.m. and invited comments for or against the proposed amendment. There being no comments, Mayor Sanson closed the public hearing at 6:56 p.m.

**Discussion and action regarding the proposed application.**

Ms. Dobbs noted that the requisite public hearing notice had been published, posted, signs placed, and that twenty-two (22) neighbor notices were mailed to the owners of property located within 200 feet of the subject property with four returned in favor of and none in opposition to the proposed zoning change.

**MOTION: APPROVE THE ORDINANCE NO. 2024-02-01 TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM AGRICULTURAL (A) DISTRICT TO SINGLE FAMILY 1-ACRE (SF-1) ON APPROXIMATELY 3.167 ACRES OF LAND OUT OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, SHEET 3, TRACT 121 SITUATED SOUTHWEST OF THE INTERSECTION OF CR 483 AND FM 2755/MCCLENDON RD. LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: DILL

SECONDED: HEDGE



APPROVED: UNANIMOUS

- C. **Public Hearing, discussion, and action regarding an amendment to the City's Code of Ordinances Chapter 9 "Planning and Development Regulations", Article 9.02 "Subdivision Ordinance", Division 1 "Generally", Section 9.02.002 "Definitions" to add the definition of "Lot" and Section 9.02.004 "Procedure" to remove the requirement to provide building setback lines on a plat.**

**PRESENTATION of proposed amendment.**

Ms. Dobbs provided information regarding the amendment noting the need to improve and clarify the Subdivision Ordinance.

**PUBLIC HEARING to receive comments regarding the proposed amendment.**

At 6:58 p.m. Mayor Sanson opened the public hearing and invited comments for or against the amendment. There being no comments, Mayor Sanson closed the public hearing at 6:58 p.m.

**Discussion and action regarding the proposed amendment.**

Ms. Dobbs noted that the amendment comes forward with a recommendation for approval from the Planning & Zoning Commission.

**MOTION: APPROVE ORDINANCE NO. 2024-02-02 AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 9 "PLANNING AND DEVELOPMENT REGULATIONS", ARTICLE 9.02 "SUBDIVISION ORDINANCE", DIVISION 1 "GENERALLY", SECTION 9.02.002 "DEFINITIONS" TO ADD THE DEFINITION OF "LOT" AND SECTION 9.02.004 "PROCEDURE" TO REMOVE THE REQUIREMENT TO PROVIDE BUILDING SETBACK LINES ON A PLAT.**

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

- D. **Discussion and action regarding the final plat of the Bradley Addition consisting of two residential lots on 2.0 acres out of the Drury Anglin Survey, Abstract No. 2, Sheet 1, Tract 39 situated at 17560 FM 2755, in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 1249642).**

Ms. Dobbs provided details regarding the short form final plat of the Bradley Addition and provided a report from the Planning and Zoning Commission recommending approval.

**MOTION: APPROVE THE FINAL PLAT OF THE BRADLEY ADDITION CONSISTING OF TWO RESIDENTIAL LOTS ON 2.0 ACRES OUT OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, SHEET 1, TRACT 39 SITUATED AT 17560 FM 2755, COLLIN COUNTY, TEXAS SUBJECT TO RESOLUTION OF PLANNING AND ENGINEERING COMMENTS.**

MOTION MADE: COOK

SECONDED: SHEPARD

APPROVED: UNANIMOUS

- E. **Discussion and action regarding revision of the approved unrecorded final plat of the Racetrac Addition, Phase 1, consisting of one commercial lot on 1.853 acres out of the W.A.S. Bohannon Survey, Abstract No. 121 situated at 9930 S. State Highway 78, Lavon, Collin County, TX.**

Ms. Dobbs provided information regarding the revision of the final plat and provided a report from the Planning and Zoning Commission recommending approval.

**MOTION: APPROVE THE REVISION OF THE APPROVED UNRECORDED FINAL PLAT OF THE RACETRAC ADDITION, PHASE 1, CONSISTING OF ONE COMMERCIAL LOT ON 1.853 ACRES OUT OF THE W.A.S. BOHANNAN SURVEY, ABSTRACT NO. 121**

**SITUATED AT 9930 S. STATE HIGHWAY 78, LAVON, COLLIN COUNTY, TX SUBJECT TO THE CITY ENGINEER'S APPROVAL.**

MOTION MADE: WRIGHT

SECONDED: DILL

APPROVED: UNANIMOUS

- F. Discussion and action regarding the site plan and landscape plan for the Lavon Food & Fuel project at 955 N. SH 78, Lake Breeze Estates, Lot 25C-R, Block E, on 2.142 acres situated southwest of the intersection of SH 78 and Gage Road (formerly Lake Road), Lavon, Collin County, TX, (CCAD Property IDs 2864642 and 2894671).**

Ms. Dobbs provided information regarding the site plan and landscape plan. The applicant, Satwinder Singh detailed the site and answered questions. Ms. Dobbs noted that the Planning & Zoning Commission recommended conditional approval.

**MOTION: APPROVE THE SITE PLAN AND LANDSCAPE PLAN FOR THE LAVON FOOD & FUEL PROJECT AT 955 N. SH 78, LAKE BREEZE ESTATES, LOT 25C-R, BLOCK E, ON 2.142 ACRES SITUATED SOUTHWEST OF THE INTERSECTION OF SH 78 AND GAGE ROAD (FORMERLY LAKE ROAD), LAVON, COLLIN COUNTY, TX SUBJECT TO CITY ENGINEER APPROVAL OF THE TRAFFIC IMPACT ANALYSIS AND RESOLUTION OF PLANNING COMMENTS.**

MOTION MADE: WRIGHT

SECONDED: HEDGE

APPROVED: UNANIMOUS

- G. Discussion and action regarding the site plan and landscape plan of the Elevon Section 2 Amenity Center at 199 Elevon Parkway, Block M, Lot 2X, Elevon Parkway Addition on 5.763 acres of land, southeast of and adjacent to the roundabout intersection of Elevon Parkway and Wishing Pond Road, Lavon, Collin County (CCAD Property ID 2892638).**

Ms. Dobbs provided information regarding the location of the site and Ruben Graciano, JBI Partners detailed the site plan and landscape plan. Ms. Dobbs noted the item comes forward with a recommendation for approval from the Planning & Zoning Commission.

**MOTION: APPROVE THE SITE PLAN AND LANDSCAPE PLAN OF THE ELEVON SECTION 2 AMENITY CENTER AT 199 ELEVON PARKWAY, BLOCK M, LOT 2X, ELEVON PARKWAY ADDITION ON 5.763 ACRES OF LAND, SOUTHEAST OF AND ADJACENT TO THE ROUNDABOUT INTERSECTION OF ELEVON PARKWAY AND WISHING POND ROAD, LAVON, COLLIN COUNTY.**

MOTION MADE: WRIGHT

SECONDED: SHEPARD

APPROVED: UNANIMOUS

- H. Discussion and action regarding Resolution No. 2024-02-04 approving and authorizing the execution of an Interlocal Agreement with Collin County for provision of all services related to On-Site Sewage Facilities to meet the requirements set forth in Title 30, Texas Administrative Code, Chapter 285.**

Ms. Dobbs provided information regarding the agreement with Collin County for management of all On-Site Sewage Facilities in the city limits of Lavon, subject to the order of relinquishment issued by the Texas Commission on Environmental Quality.

**MOTION: APPROVE RESOLUTION NO. 2024-02-04 APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR PROVISION OF ALL SERVICES RELATED TO ON-SITE SEWAGE FACILITIES TO MEET THE REQUIREMENTS SET FORTH IN TITLE 30, TEXAS ADMINISTRATIVE CODE, CHAPTER 285.**

MOTION MADE: DILL

SECONDED: HEDGE  
APPROVED: UNANIMOUS

- I. Discussion and action regarding the award of the construction project bid for the Miscellaneous Paving Improvements (CIP-3A, 3B, 3C) and Resolution No. 2024-02-05 authorizing the negotiation and execution of a construction contract with VLEX Construction, L.L.C. in the amount of \$374,869.00 with 90 calendar days to construct; and providing an effective date.**

Ms. Dobbs provided information regarding the bidding process and details of the CIP projects 3A, 3B and 3C paving improvements to North Geren Drive/Windmill drainage, Lincoln Avenue and other paving sections, and CR 483 at FM 2755 respectively.

**MOTION: APPROVE RESOLUTION NO. 2024-02-05 AUTHORIZING THE NEGOTIATION AND EXECUTION OF A CONSTRUCTION CONTRACT WITH VLEX CONSTRUCTION, L.L.C. FOR PAVING IMPROVEMENTS IN THE AMOUNT OF \$374,869.00 WITH 90 CALENDAR DAYS TO CONSTRUCT; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: WRIGHT  
SECONDED: HEDGE  
APPROVED: UNANIMOUS

- J. Discussion and action regarding Ordinance No. 2024-02-03 to amend the fee schedule approved and adopted by Ordinance No. 2023-08-10 for the Fiscal Year October 1, 2023 through September 30, 2024, as amended, to add building permit fees for multifamily carports and garages, and a solicitor's permit fee.**

Ms. Dobbs provided information for the proposed fee schedule amendment.

**MOTION: APPROVE ORDINANCE NO. 2024-02-03 TO AMEND THE FEE SCHEDULE APPROVED AND ADOPTED BY ORDINANCE NO. 2023-08-10 FOR THE FISCAL YEAR OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, AS AMENDED, TO ADD BUILDING PERMIT FEES FOR MULTIFAMILY CARPORTS AND GARAGES, AND A SOLICITOR'S PERMIT FEE.**

MOTION MADE: DILL  
SECONDED: SHEPARD  
APPROVED: UNANIMOUS

- K. Discussion regarding regional cooperation and temporary sanitary sewer treatment in unincorporated areas.**

Ms. Dobbs AND City Engineer Mark Hill provided information regarding the request from Hillstead/Collin County MUD No. 5. The City Council directed the staff to proceed with the development of an agreement for temporary sanitary sewer treatment for the specific unincorporated areas.

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

February 20, 2024 – Regular Meeting

## **9. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 7:40 P.M.**

**DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 20<sup>th</sup> day of February 2024.**

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Vicki Sanson, Mayor

**ATTEST:**

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Rae Norton, City Secretary



## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: February 20, 2024**

**ITEM: 7 – B**

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**Item:**

**CONSENT AGENDA**

Approve Resolution No. **2024-02-06** authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

**Background Information:**

Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years of experience in regulating natural gas rates in Texas.

In March 2018, the City Council authorized participation with the Atmos Cities Steering Committee (ACSC). Atmos Cities Steering Committee (ACSC) is the largest coalition of cities served by Atmos Mid-Tex. There are 185 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2024 has been set at a per capita rate of \$0.05, which has been the same rate for the last three years.

**Financial Implication:**

The cost for the City of Lavon to continue membership is \$397.00 which has been provided for in the FY 23-24 annual budget.

***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Resolution and supporting documents

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2023-02-06**

Participation in Atmos Cities Steering Committee

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO CONTINUE A PARTICIPATION AGREEMENT IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZE A PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Lavon is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

**WHEREAS,** the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

**WHEREAS,** ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

**WHEREAS,** the City is a member of ACSC; and

**WHEREAS,** in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

**SECTION 1.** That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Lavon and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

**SECTION 2.** The City is further authorized to pay its 2023 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

**SECTION 3.** A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler  
Atmos Cities Steering Committee  
c/o Arlington City Attorney’s Office, Mail Stop 63-0300  
101 S. Mesquite St., Suite 300  
Arlington, Texas 76010

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 20<sup>th</sup> day of February 2024.

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Vicki Sanson  
Mayor

ATTEST:

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Rae Norton  
City Secretary

# 2023 ACSC Newsletter



## 2023 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2023 that impacted ACSC and what's on the horizon next year.

## Atmos 2023 Rate Case Round-Up

Atmos Pipeline-Texas will increase the amount it collects on its system for transporting gas by \$12 million annually — or by 1.66 percent — under a settlement agreement approved in December 2023 by state regulators.

This change to the company's "transportation revenue requirement" will affect home rates, albeit indirectly. The company's previous transportation revenue requirement was \$723 million annually. Under the settlement, it now goes to \$735 million. However, even with the increase, the company has accepted \$105 million less under the settlement than the \$839,982,742 it initially sought.

Various intervenors, including the Atmos Cities Steering Committee and other city representatives, reached a unanimous settlement with Atmos in the case during October 2023. The Railroad Commission approved the settlement on December 13 without discussion.

### Background of the Case

- On May 19, 2023, Atmos Pipeline-Texas, a Division of Atmos Energy Corporation, filed paperwork at the Railroad Commission to change its rates. ACSC intervened in the rate case, engaged consultants, conducted discovery, and identified aspects of the Atmos request that it found unreasonable.
- The company's overall revenue requirement (which includes extraneous pass-through costs to third parties) will be \$841,924,105 under the settlement, which is \$109 less than the \$951.1 million the company originally sought.
- The adopted changes will result in a capacity charge of \$18.80038 per million British thermal units of MDQ (where MDQ is defined as the maximum daily quantity of gas over the pipeline system). This represents a \$.30614 increase over the current capacity charge of \$18.49424 — or an increase of 1.66 percent.
- The new capacity charge under the approved settlement agreement remains less than the \$21.25 initially requested by APT.
- The company will operate under an approved cost of equity of 11.45 percent under the approved settlement — as opposed to the company's initial request of 13.5 percent.
- This is the company's first full rate case since 2016. More information can be found on the Railroad Commission website, under Case No. 00013758.

## OTHER 2023 RATE MATTERS

- On February 24, 2023, Atmos Energy filed for a GRIP rate adjustment for customers within the unincorporated areas of its Mid-Tex Division. Under the adjustment, the monthly customer charge would increase from \$34.29 per month to \$38.38 per month — an increase of \$5.09. More information can be found on the Railroad Commission website, at Case No. 00012759.
- On February 24, 2023, Atmos Energy filed for a GRIP adjustment for customers within the unincorporated areas of its West Texas Division. Under the adjustment, the customer charge would increase from \$27.99 per month to \$31.49 per month — an increase of \$3.50. More information can be found on the Railroad Commission website, at Case No. 00012760.
- On March 31, 2023 Atmos Energy filed for a rate increase for its Mid-Tex service areas under an interim ratemaking process known as the Rate Review Mechanism. In its filing, the company requested a rate increase of \$165.9 million on a system-wide basis. This was reduced to \$156.1 million due to limitations in the RRM tariff. After ACSC consultants prepared a report detailing various adjustments, the company agreed to settle the case for \$142 million. This amounts to a \$23.9 million reduction from the company's initial request. It includes payment of an additional \$19.5 million for the securitization regulatory assert expenses related to Winter Storm Uri. For residential customers, the agreement will result in a 70-cent increase in the customer charge, from \$21.55 per month to \$22.25. The settlement was approved by all parties in September, and the rates went into effect in October.
- On March 31, 2023, Atmos Energy filed for a rate increase for its West Texas service areas under the Rate Review Mechanism process. In its filing, the company requested a \$12.1 million increase for WTX Cities. This was reduced to \$11.4 million due to limitations in the RRM tariff. After ACSC consultants prepared a report detailing various adjustments, the company agreed to settle the case for \$8.4 million. This amounts to a reduction of \$3.7 million to the company's initial request. It includes \$2.7 million for the securitization regulatory assert expenses related to Winter Storm Uri. Under the settlement, the customer charge will increase by .70 cents per month from \$18.27 to \$18.97. The settlement was approved by all parties in September, and the rates went into effect in October.

**About GRIP and RRM** Like the separate Gas Reliability Infrastructure process, the RRM process allows for annual rate increases to reflect capital investments by the utility over the preceding 12 months. Various cities and city coalitions have objected to GRIP as piecemeal ratemaking because GRIP does not allow for an evaluation of rising revenues or declining expenses that may offset the need for rate increases. Additionally, under the GRIP process, cities cannot challenge any portion of the rate filing as unreasonable.

For those reasons the Atmos Cities Steering Committee negotiated the Rate Review Mechanism with Atmos as a substitute for GRIP. The RRM has no existence in statute, but rather exists only pursuant to city ordinances. Environs (areas outside municipal limits) are subject to GRIP, and some non-ACSC member cities have chosen to remain under GRIP.

## Atmos Customers Face 16 Years of Winter Storm Charges

Texas gas utility customers can expect to pay at least \$4 more each month for the next 16 years because of a few days of high-cost gas, according to bond financing information released in 2023.

The natural gas was consumed during Winter Storm Uri in 2021 and reached prices as high as \$100 per million British thermal units — or more than 33 times higher than average. Utility customers needed the gas to heat their homes during the crisis and rather than engaging in their

customary practice of charging customers promptly for it, utilities instead deferred the costs for later recovery through a bond-financing arrangement.

In 2021 adopted House Bill 1520 that authorized the bond financing arrangement, which is known as securitization. In October 2023, the Texas Railroad Commission issued a press release providing more details of the resulting charges. According to the agency, securitization charges of \$1.10 per thousand cubic feet (mcf) for



residential customers began going onto bills of nine participating utilities.

The billing charges may be adjusted periodically as financial conditions warrant. For a typical residential utility consuming using 3.9 mcf of gas each month, the “Customer Rate Relief Charge” will add \$4.29 to bills.

### **Participating Utilities**

Under the bond financing arrangement, Atmos Energy has securitized approximately \$2 billion in fuel costs, CenterPoint approximately \$1.1 billion and Texas Gas Service about \$197.3 million. Other utilities to receive recovery through securitized debt include Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; Rockin’ M Gas; SiEnergy, LP; Summit Utilities Arkansas; Texas Gas Service Company, a Division of ONE Gas, Inc. (excluding the West Texas Service Area); and Universal Natural Gas, LLC.

Under a settlement with Atmos Cities Steering Committee and others, Atmos agreed to reduce its recovery by more than \$9 million. Similarly, CenterPoint agreed to reduce its recovery by \$39.7 million under a settlement with a separate city group.

By law, gas distribution utilities such as Atmos, CenterPoint and TGS cannot profit from the sale of the gas commodity, but instead pass those costs directly to end users without markups. However, some gas suppliers made massive profits from the price surge, according to reports.

More information about the Texas Natural Gas Securitization Finance Corporation at their website, can be found [here](#). The Texas Railroad Commission also has released information about the gas charges, that can be found [here](#).

## **Railroad Commission Penalizes Atmos for Service Quality**

On February 7, 2023, the Texas Railroad Commission closed its investigation into Atmos Energy service disruptions during a cold weather event that occurred in late December of 2022.

In its investigation, the agency’s Oversight and Safety Division (“OCD”) determined that the gas utility’s extensive, localized service interruptions from December 22 through December 26 constituted violations of the Railroad Commission’s Quality of Service rules. Atmos’ cold weather contingency planning fell short, and the utility lacked sufficient staffing at its call centers to adequately respond to customer concerns, according to OCD.

The Railroad Commission referred the alleged rule violations to the Enforcement Section of its Office of General Counsel, according to filings at the agency.

The Texas Railroad Commission began examining Atmos after more than 2,300 customers lost service or had their service curtailed during the winter storm late last year. Both Gov. Greg Abbott and local city officials complained about what they described as the company’s lack of planning before the event and called for the inquiry.

In a January 13 filing with the agency, Atmos Energy said the service interruptions were not due to an inability to obtain natural gas supplies — as occurred during Winter Storm Uri in 2021 — but “primarily due to instances of capacity constraints where demand exceeded our contingency plans in localized areas.” The company highlighted its emergency planning efforts, but noted that “going forward, we recognize the need to have even more robust contingency planning and to enhance our redundant capabilities.”

More about the Railroad Commission inquiry can be found on the agency’s website, under Case No. 00012215.

## **ACSC Welcomes New Member**

In 2023, the Atmos Cities Steering Committee welcomed New Fairview, a city of 14,000 residents in Wise County, as its newest member. Located along US 81/SH 287 and FM 407 in the DFW Metroplex, the city is nearly 16 square miles in size — which makes it the largest in Wise County by land area. New Fairview joined ACSC in May, 2023.

Growing from a settlement called Illinois Community, the city was called Fairview until 1999, when it changed its name to distinguish it from several other “Fairviews” in Texas. To maintain a quieter, more rural atmosphere, residential lots are legally limited to a minimum size of 1 acre. Welcome New Fairview!

# Atmos Billing Errors

Some Atmos customers received unwelcomed surprises in their natural gas bills during the summer of 2023 — unexpected past due amounts.

The charges, however, were in error. Atmos, in comments to its local NBC affiliate, acknowledged that it delivered erroneous bills in July to some of its customers, and that in some cases the mistakes were substantial. For instance, one Atmos customer reported to the media that he received a bill incorrectly showing a \$2,000 past-due amount, when he owed only \$45.

Atmos said that fewer than 3 percent of its outgoing bills were in error. However — given that Atmos serves more than 2 million customers statewide — that means that tens of thousands of people may have been affected.

Atmos says that after becoming aware of the errors it began notifying customers via email, when possible. The company also told the NBC affiliate in Dallas that corrected bills are being sent out, and that customers will not be charged late fees because of the errors.

## 88th Texas Legislature Recap: Gas Legislation

Approximately 300 bills relating to electric and gas utilities, their customers and energy markets were filed during the 88<sup>th</sup> Texas Legislature, which adjourned *sine die* on May 29, 2023. However, most bills pertained to electric issues — as opposed to gas issues — and only about 40 of them overall made it to the finish line. An even fewer number of gas-related bills won passage.

Below is a final status summary of several bills of significance relating to gas utility issues.

- **PASSED: HB 2263**, by Rep. Drew Darby, relating to the authority of a natural gas local distribution company to offer energy conservation programs,” adds a new subsection to the Gas Utility Regulatory Act that would allow retail gas distribution systems to create energy conservation programs while also creating rules for rate recovery outside a typical ratemaking proceeding. The legislation passed out of both chambers and was sent to the governor on May 30. Sen. Bryan

Hughes authored the Senate companion, **SB 1050**.

- **FAILED: House Bill 2128**, by Rep. Ernest Bailes, is intended to limit price gouging on natural gas sales during declared disasters. This is another bill that arose from legislative concerns over high natural gas prices charged by suppliers during Winter Storm Uri. The House Business and Industry Committee conducted a hearing on HB 2128 on April 17, but the legislation proceeded no further.
- **FAILED: House Bill 2262**, by Rep. Drew Darby, “relating to gas utility alternative gas expenses and infrastructure investments,” would have allowed gas utilities to include “alternative gas” in their portfolios and recover the costs of purchasing it. HB 2262 also provides for a presumption that alternative gas costs included in rates are prudent, reasonable, and necessary. The bill defines “alternative gas” as fuel with a lower carbon content than natural gas. HB 2262 made it through most of the legislative process before dying in the Senate. The Senate companion, SB



1049 by Sen. Bryan Hughes, never received a hearing.

- **FAILED: SB 1701 and HB 4788**, by Sen. Nathan Johnson and Rep. Rafael Anchia respectively, would have mandated changing the agency name of the Railroad Commission of Texas. Neither bill received any traction during the 88<sup>th</sup> Texas Legislature.
- **FAILED: SB 1291, Sen. King**, “relating to the reimbursement of a municipality’s expenses in a ratemaking proceeding for electric or gas utilities.” This legislation would have restricted

city participation in electric and gas utility rate-making by restricting municipal reimbursement in such matters. It was referred to the Senate Business and Commerce committee in early March but proceeded no further.

- **FAILED: SB 1501 and HB 4099**, by Sen. Joan Huffman and Rep. Greg Bonnen respectively, would have allocated tax dollars to pay off securitization borrowing costs assessed by gas utilities to pay for fuel charges from Winter Storm Uri. A similar provision in a supplemental budget bill, **Senate Bill 30**, also failed to win approval.

## **Railroad Commission Agency Recap 2023**

### **Texas Railroad Commission Considers Rules Pertaining to Energy Conservation Programs**

On September 19, 2023, staff at the Texas Railroad Commission proposed new rules to implement House Bill 2263, legislation from the 2021 session pertaining to the creation of energy conservation programs by gas utilities.

The rules, if given final approval, would modify 16 Texas Administrative Code §7.480, relating to Energy Conservation Programs. **The Atmos Cities Steering Committee is participating in this rulemaking matter.**

The proposed changes include the following:

- A proposed new subsection (a) that states the Railroad Commission has exclusive original jurisdiction over energy conservation programs implemented by gas distribution utilities, and that political subdivisions shall not limit, restrict, or otherwise prevent an eligible customer from participating in such programs based on the type or source of energy delivered through it.
- A proposed new subsection (c) that lists the general requirements for a gas utility to recover the costs it incurs for the implementation of an Energy Conservation Program. A gas distribution utility must apply for each service area in which it seeks to implement an Energy Conservation Program to recover those costs.
- A proposed subsection (d)(1) that lists the items to be included in initial applications and a proposed subsection (d)(2) that lists the items to be included in subsequent applications, and that details timing requirements for subsequent applications.
- A proposed new subsection (f) that describes what the Energy Conservation Program portfolio must accomplish, including that it be designed to overcome barriers to the adoption of energy-efficient equipment, technologies, and processes, and to change customer behavior as necessary. The portfolio may also include measures such as direct financial incentives, technical assistance, discounts or rebates, and weatherization for low-income customers.
- A proposed new subsection (j) requires gas utilities to file an annual Energy Conservation Program report each year such a portfolio is implemented. The report shall be filed no later than 45 days following the end of the utility’s program year.

The Commission accepted comments on the rulemaking through late October and is expected to issue final approval in February or March 2024.

The status of Commission rulemakings in progress is available at [www.rrc.texas.gov/general-counsel/rules/proposed-rules](http://www.rrc.texas.gov/general-counsel/rules/proposed-rules).

# Railroad Commission Sets Emergency Disconnection Fines

On November 15, 2023, the Texas Railroad Commission adopted new rules pertaining to improper gas utility service disconnections during extreme weather emergencies.

The new rules, which correspond to provisions of Senate Bill 3 adopted in 2021 after Winter Storm Uri, include a classification system for fines that can be assessed for improper disconnections, as well as new prohibitions against demanding full payment of utility bills during weather emergencies.

The rules modify 16 Texas Administrative Code §7.460. Among the highlights:

- The new rules contemplate four categories of disconnection violations — Class A, Class B, Class C and Class D — with fines ranging from \$3,000

to more than \$5,000 per violation.

- Under the new classification matrix for fines, a utility that improperly disconnects a customer for 24 hours or more during a weather emergency and with temperatures lower than 10 degrees would be subject to a Class B violation fine of \$5,000. If the same company had a history of repeated violations, then it would become a Class A violation of more than \$5,000.
- Under the new rules, any demand by a utility for full payment of a bill during a weather emergency could increase the severity of fines. Any good faith effort to remedy a violation could decrease the severity of fines.

The new rules can be found online, [here](#).

## Railroad Commission Conducts more than 7000 Weatherization Inspections

In November 2023, the Texas Railroad Commission reported that it conducted more than 7,200 weatherization inspections of critical natural gas infrastructure during the winter and summer seasons.

It also reported that the inspection process began again on December 1, 2024 when operators faced a deadline to submit attestations summarizing what weatherization methods they utilized at their facilities. The agency says that RRC inspections by its Infrastructure Division will begin again right after that deadline.

“The RRC has been in contact with operators as we get ready for the next winter inspection season,” the agency reported in November. Agency officials said it had conducted two webinars in November to walk operators through reporting requirements and the inspection process.

As per Senate Bill 3, adopted in 2021, the Railroad Commission implemented weatherization and critical designation rules that includes an inspection process of critical facilities.

### 2024 ACSC Meetings

March 5  
June 6 - Virtual  
September 12  
December 12 - Virtual

### 2024 Officers

Chair—Jennifer Richie (Waco)  
Vice Chair—Meg Jakubik (Bedford)  
Secretary—Lupe Orozco (Keller)  
Treasurer—David Johnson (Arlington)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato  
(512) 322-5857  
tbrocato@lglawfirm.com

Jamie Mauldin  
(512) 322-5890  
jmauldin@lglawfirm.com

# ACSC Master List of Members (185 Total)

1. Abilene	52. Denton	103. Killeen
2. Addison	53. DeSoto	104. Krum
3. Albany	54. Draper	105. Lake Dallas
4. Allen	55. Duncanville	106. Lakeside
5. Alvarado	56. Early	107. Lake Worth
6. Angus	57. Eastland	108. Lancaster
7. Anna	58. Edgecliff Village	109. Lavon
8. Archer City	59. Emory	110. Lewisville
9. Argyle	60. Ennis	111. Little Elm
10. Arlington	61. Euless	112. Little River
11. Aubrey	62. Everman	Academy
12. Azle	63. Fairview	113. Lorena
13. Bedford	64. Farmers Branch	114. Madisonville
14. Bellmead	65. Farmersville	115. Malakoff
15. Belton	66. Fate	116. Mansfield
16. Benbrook	67. Flower Mound	117. McKinney
17. Beverly Hills	68. Forest Hill	118. Melissa
18. Blossom	69. Forney	119. Mesquite
19. Blue Ridge	70. Fort Worth	120. Midlothian
20. Bowie	71. Frisco	121. Murphy
21. Boyd	72. Frost	122. Newark
22. Bridgeport	73. Gainesville	123. New Fairview
23. Brownwood	74. Garland	124. Nocona
24. Bryan	75. Garrett	125. North Richland Hills
25. Buffalo	76. Georgetown	126. Northlake
26. Burkburnett	77. Glenn Heights	127. Oak Leaf
27. Burleson	78. Grand Prairie	128. Ovilla
28. Caddo Mills	79. Grapevine	129. Palestine
29. Canton	80. Groesbeck	130. Pantego
30. Carrollton	81. Gunter	131. Paris
31. Cedar Hill	82. Haltom City	132. Parker
32. Celeste	83. Harker Heights	133. Pecan Hill
33. Celina	84. Haskell	134. Petrolia
34. Centerville	85. Haslet	135. Plano
35. Cisco	86. Hewitt	136. Ponder
36. Clarksville	87. Highland Park	137. Pottsboro
37. Cleburne	88. Highland Village	138. Prosper
38. Clyde	89. Honey Grove	139. Quitman
39. College Station	90. Hurst	140. Red Oak
40. Colleyville	91. Hutchison	141. Reno (Parker County)
41. Colorado City	92. Hutto	142. Rhome
42. Comanche	93. Iowa Park	143. Richardson
43. Commerce	94. Irving	144. Richland
44. Coolidge	95. Justin	145. Richland Hills
45. Coppell	96. Kaufman	146. River Oaks
46. Corinth	97. Keene	147. Roanoke
47. Crandall	98. Keller	148. Robinson
48. Cross Roads	99. Kemp	149. Rockwall
49. Crowley	100. Kennedale	150. Roscoe
50. Dalworthington Gardens	101. Kerens	151. Rowlett
51. Denison	102. Kerrville	152. Royce City

ACSC Master List of Members (185 Total)

- 153. Sachse
- 154. Saginaw
- 155. Sansom Park
- 156. Seagoville
- 157. Seymour
- 158. Sherman
- 159. Snyder
- 160. Southlake
- 161. Springtown
- 162. Stamford
- 163. Stephenville
- 164. Sulphur Springs
- 165. Sweetwater
- 166. Temple
- 167. Terrell
- 168. The Colony
- 169. Trophy Club
- 170. Tyler
- 171. University Park
- 172. Venus
- 173. Vernon
- 174. Waco
- 175. Watauga
- 176. Waxahachie
- 177. Westlake
- 178. Westover Hills
- 179. Westworth Village
- 180. Whitesboro
- 181. White Settlement
- 182. Wichita Falls
- 183. Wilmer
- 184. Woodway
- 185. Wylie



## CITY OF LAVON Agenda Brief

**MEETING: February 20, 2024**

**ITEM: 7 – C**

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**Item:**

**CONSENT AGENDA**

Approve Resolution No. 2024-02-07 approving and authorizing the execution of an interlocal cooperation contract with the Department of Public Safety of the State of Texas for participation in the Failure to Appear (FTA) Program; and providing an effective date.

**Background:**

The City of Lavon Municipal Court has long participated in a program with the State of Texas for violators who fail to appear in Municipal Court or fail to pay a fine relating to a traffic offense. The Texas Department of Public Safety (DPS) may deny the renewal of a person's driver license if they have failed to appear or pay their fine.

***Excerpt:***

**TEXAS TRANSPORTATION CODE**

**CHAPTER 706**

**Sec. 706.002. CONTRACT WITH DEPARTMENT.**

(a) A political subdivision may contract with the department to provide information necessary for the department to deny renewal of the driver's license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The FTA program provides an efficient enforcement and collection tool by restricting the violator's ability to renew their driver's license due to outstanding violations. The program is more cost-effective than warrants.

The Texas DPS recently revised the contract as a result of changes made in the 88<sup>th</sup> Legislative Session.

**Financial Implications:**

There are no anticipated implications.

***Staff Notes:***

Approval is recommended.

**Attachments:**           1) Correspondence from Texas DPS  
                                  2) Proposed Resolution and Contract





STEVEN C. McCRAW  
DIRECTOR  
WALT GOODSON  
FREEMAN F. MARTIN  
DWIGHT D. MATHIS  
DEPUTY DIRECTORS

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

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COMMISSION  
STEVEN P. MACH, CHAIRMAN  
NELDA L. BLAIR  
LARRY B. LONG  
STEVE H. STODGHILL  
DALE WAINWRIGHT

January 29, 2024

LAVON MUNICIPAL COURT  
PO BOX 340  
LAVON, TX 75166

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88<sup>th</sup> Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88<sup>th</sup> Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:  
Enforcement & Compliance Service  
5805 North Lamar Blvd, Bldg A,  
Austin, TX 78752-0300  
E-mail: [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov)  
Fax: (512) 424-2848

Should you have any questions, please send an email to [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov). Thank you for your immediate attention to this matter.

Regards,  
Manager  
Enforcement and Compliance Service

Enclosure



**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-02-07**

Tx DPS – Interlocal Cooperation Contract – Failure to Appear Program

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT WITH THE DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS FOR PARTICIPATION IN THE FAILURE TO APPEAR PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Lavon and the Department of Public Safety of the State of Texas have the authority to enter into this Agreement under the Act; and

**WHEREAS**, the City Council of the City of Lavon finds and determines that approving the interlocal cooperation contract with the Department of public Safety of the State of Texas is in the best interests of the citizens of the City 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 contract with the Department of Public Safety of the State of Texas for participation in the Failure to Appear (FTA) Program, attached hereto and incorporated herein as “Exhibit A”.

**SECTION 2.** 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 20<sup>th</sup> day of February 2024.

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Vicki Sanson  
Mayor

ATTEST:

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Rae Norton  
City Secretary

**EXHIBIT A**

**INTERLOCAL COOPERATION CONTRACT**

## Interlocal Cooperation Contract Failure to Appear Program

State of Texas

County of Collin

### I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the [City or County] of Lavon (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

### II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

### III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

### IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

### V. COURT RESPONSIBILITIES

#### A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

#### **B. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**C. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

**D. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**E. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**F. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. DPS's RESPONSIBILITIES**

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

**VII. PAYMENTS TO VENDOR**

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

**VIII. GENERAL TERMS AND CONDITIONS**

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

<b>Court</b>	City of Lavon	<b>Department of Public Safety</b>
<b>Attn.:</b>	City Manager	Enforcement & Compliance Service
<b>Address:</b>	P.O. Box 340, Lavon, TX 75166	5805 North Lamar Blvd., Bldg A
<b>Address:</b>	120 School Rd., Lavon, TX 75166	Austin, Texas 78752-0001
<b>Fax:</b>		(512) 424-5311 [fax]
<b>Email:</b>	cityhall@lavontx.gov	<a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a>
<b>Phone:</b>	972-843-4220	(512) 424-7172

**C. Termination.**

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

**D. Amendments.**

This contract may only be amended by mutual written agreement of the Parties.

**E. Miscellaneous.**

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

#### **CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***

**Department of Public Safety**

**Authorized Signatory**

**Driver License Division Chief or Designee**

**Title**

**Date**

**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



## CITY OF LAVON Agenda Brief

**MEETING: February 20, 2024**

**ITEM: 8 – A**

---

**Item:**

Discussion and action regarding Resolution No. **2024-02-08** approving and authorizing execution of a Right of Way Encroachment Agreement with the Elevon Homeowner's Association, Inc. for placement and maintenance of a subdivision monument sign, landscaping, and related improvements in the median on Elevon Parkway located in the Elevon West Commercial Phase 1 Addition.

**Background:**

The developer of the Elevon West Commercial Addition submitted a permit to place a subdivision monument sign and landscaping in the median of Elevon Parkway, west of the intersection of Elevon Parkway and SH 78. The median is part of the right of way that the property owner dedicated to the City when the plat was submitted, and the median was not designated as a common space lot.

To avoid potential liability and responsibility for maintenance, the City requires an encroachment agreement for any encroachments in the City's right of way.

**Financial Implications:**

There are no anticipated implications.

***Staff Notes:***

The city engineer and city attorney have reviewed the proposed agreement. Approval is recommended.

**Attachments:**

- 1) Proposed Resolution and Agreement
- 2) Final Plat



**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-02-08**

Right of Way Encroachment Agreement – Elevon Parkway Subdivision Sign

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON APPROVING AND AUTHORIZING THE EXECUTION OF RIGHT OF WAY ENCROACHMENT AGREEMENT WITH THE ELEVON HOMEOWNER’S ASSOCIATION, INC. FOR PLACEMENT AND MAINTENANCE OF A SUBDIVISION MONUMENT SIGN, LANDSCAPING, AND RELATED IMPROVEMENTS IN THE MEDIAN ON ELEVON PARKWAY LOCATED IN THE ELEVON WEST COMMERCIAL PHASE 1 ADDITION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the developer of the Elevon West Commercial Phase 1 Addition wishes to construct landscaping and a subdivision monument sign in the median of Elevon Parkway, which is within the dedicated right of way of Elevon Parkway; and

**WHEREAS**, the City Council of the City of Lavon finds and determines that approving the right of way encroachment agreement with the Elevon Homeowner’s Association is in the best interests of the citizens of the City 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 Right of Way Encroachment Agreement with the Elevon Homeowner’s Association, Inc. for placement and maintenance of a subdivision monument sign, landscaping, and related improvements in the median on Elevon Parkway located in the Elevon West Commercial Phase 1 Addition, attached hereto and incorporated herein as “Exhibit A”.

**SECTION 2.** 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 20<sup>th</sup> day of February 2024.

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Vicki Sanson  
Mayor

ATTEST:

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Rae Norton  
City Secretary

**RESOLUTION NO. 2024-02-08**

**EXHIBIT A**

**RIGHT OF WAY ENCROACHMENT AGREEMENT**

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**RIGHT OF WAY  
ENCROACHMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **City of Lavon**, a municipal corporation of Collin County, Texas, acting herein by and through its duly authorized City Manager, hereinafter referred to as the "City", and **Elevon Homeowner's Association, Inc.**, a Texas non-profit corporation, hereinafter referred to as "Licensee".

**AGREEMENT**

- 1. Encroachment.** For and in consideration of the true and faithful performance of the mutual covenants herein contained, City hereby grants to Licensee a revocable license to construct or allow to remain, and maintain the following improvement(s) that encroaches upon, uses and/or occupies portions of the space under, on, and/or above public rights-of-way belonging to the City ("City ROW"): subdivision monument sign in an amount and location displayed in **Exhibit A**, attached hereto and incorporated herein for all purposes ("Improvements"). The location of said Improvements are more particularly described and depicted in **Exhibit B** ("Encroachment Area").
- 2. Maintenance, Operation, and Modifications.** All maintenance and operation in connection with such Improvements, use, and occupancy shall be performed by Licensee, and in strict compliance with this Agreement and the Charter, Ordinances, and Codes of the City and in accordance with the directions of the City Manager of City, or his duly authorized representative. Any plans and specifications modifying the Improvements shall be subject to the prior written approval of an amendment to this Agreement by the City Manager, or his duly authorized representative, but such approval shall not relieve Licensee of responsibility and liability for concept, design, and computation in preparation of such plans and specifications.
- 3. Changes to Improvements.** There shall be no further additions to, enlargement and/or encroachments in, under, on or above the Encroachment Area, except as described herein and shown on the hereinabove referred to **Exhibit A**. The Improvements encroach into the City ROW and are not a nonconforming use. If any such changes are made to the Improvements in contravention of this Agreement, this Agreement shall automatically terminate and Licensee shall have thirty (30) days to remove the Improvements from the City ROW and Encroachment Area.

4. **Utilities.** Licensee, at no expense to the City, shall make proper provisions for the relocation and installation of any existing or future utilities affected by such encroachment use and occupancy, including the securing of approval and consent from the utility companies and the appropriate agencies of the State and its political subdivisions. In the event that any installation, reinstallation, relocation, or repair of any existing or future utility or improvements owned by, constructed by, or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance, or existence of such encroachment and use, Licensee shall pay to City an additional amount equal to such additional cost as determined by the City Manager of the City, or his duly authorized representative.
5. **Consent to City Entry.** City may enter and utilize the Encroachment Area at any time for the purpose of installing or maintaining improvements necessary for the health, safety, and welfare of the public, to inspect the Improvements, or for any other public purpose. In this regard, Licensee understands and agrees that City shall bear no responsibility or liability for damage or disruption of the Improvements, but City will make reasonable efforts to minimize such damage.
6. **Term.** The term of this Agreement shall be for thirty (30) years, commencing on the date this Agreement is executed by the City, provided however, this Agreement shall terminate upon any of the following: (i) non-compliance of any of the terms of this Agreement by the Licensee, (ii) removal of the Improvements, (iii) interference of the Improvements with any utility, road or public project necessitating use of the Encroachment Area, in the sole discretion of the City or other utility provider, (iv) failure to maintain insurance required by Paragraph 14 below, or (v) partial destruction of the Improvements such that repair of the Improvements would remove them from the Encroachment Area. With regard to (i) in the preceding sentence, City shall notify Licensee of the non-compliance, and if not cured within thirty (30) days, this Agreement shall be deemed terminated.
7. **Effect of Termination.** Upon termination of this Agreement, Licensee shall, at the option of City and at no expense to City, restore the City ROW and remove the Improvements from the Encroachment Area, to a condition acceptable to the City, or its duly authorized representative, and in accordance with then existing City specifications. It is understood and agreed to by Licensee that if this Agreement terminates and Licensee fails to remove the Improvements, City may enter the Encroachment Area and remove the Improvements and any supporting structures from the Encroachment Area and collect from Licensee the costs expended by the City to remove such Improvements, or City may pursue any criminal actions or civil actions to remedy the encroachment.
8. **Public Use.** It is further understood and agreed upon between the parties hereto that the City ROW to be used and encroached upon as described herein, are held by City as trustee for the public; that City exercises such powers over the City ROW as have been delegated to it by the Constitution of the State of Texas or by the Legislature; and that City cannot contract away its duty and its legislative power to control the City ROW for the use and benefit of the public. It is accordingly agreed that if the City Council of City may at any time during the term hereof determine in its sole discretion to use or cause or permit the City ROW to be used for any other public purpose, including but not being limited to underground, surface or overhead communication, drainage,

sanitary sewerage, transmission of natural or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate.

9. **No conveyance.** Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee to temporarily construct, maintain and locate the Improvements over or within the described City ROW and is not a conveyance of any right, title, or interest in or to the City ROW nor is it meant to convey any right to use or occupy property in which a third party may have an interest. Licensee agrees that it will obtain all necessary permission before occupying such property.
10. **Compliance with Laws.** Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes, or regulations in connection with the construction, operation, and maintenance of said Improvement, its encroachment and uses. Licensee agrees to pay promptly when due all fees, taxes, or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.
11. **Independent Contractor.** Licensee covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.
12. **INDEMNIFICATION. LICENSEE COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT AND ENCROACHMENT AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. LICENSEE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.**

13. **Insurance.** While this Agreement is in effect, Licensee agrees to furnish City with a Certificate of Insurance, as proof that it has secured and paid for an insurance policy providing general liability and property damage protection related to the encroachment and proposed use and occupancy of public property as located and described in **Exhibit B.** The amounts of such insurance shall be not less than the following:

**\$500,000.00**

with the understanding of and agreement by the Licensee that such amounts shall be revised upward at the City's option and that the Licensee shall so revise such amounts immediately after receiving notice to Licensee of such requirement. Such insurance policy shall provide that it cannot be cancelled or amended without at least ten (10) days' written notice to the City Manager or designee of the City. A copy of such initial Certificate of Insurance is attached as attached as **Exhibit C.** The City shall be named as an additional insured with respect to all liability policies. A waiver of subrogation in favor of the City shall be obtained for all liability policies. Licensee agrees to submit a similar Certificate of Insurance annually to City on the anniversary date of the execution of this Agreement. If the required insurance stated herein lapses, terminates, or fails to meet the requirements stated herein at any time, this Agreement shall automatically terminate, unless the Licensee corrects the inadequate coverage within two (2) days' notice of such inadequate coverage.

14. **Recordation.** Licensee agrees to deposit with the City when this Agreement is executed a sufficient sum of money to be used to pay necessary fees to record this Agreement in its entirety in the deed records of Collin County, Texas. After being recorded, the original shall be returned to the City Clerk of the City. Licensee agrees, binds and obligates itself, its successors and assigns, to these covenants and restrictions during the term of this Agreement and until the removal of all encroachments and the cleaning and restoration of the city streets or alleyways.

15. **Attorney's Fees.** In any action brought by the City for the enforcement of the obligations of Licensee, City shall be entitled to recover interest and reasonable attorney's fees.

16. **Assignment.** Licensee covenants and agrees that it will not assign all or any of its rights, privileges or duties under this Agreement without the prior written approval of the City Manager. Any attempted assignment without prior written approval will be void.

17. **SURVIVAL. THE PARTIES AGREE THAT THE DUTIES AND OBLIGATION CONTAINED IN PARAGRAPHS 8, 12, AND 13 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

18. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

19. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision

shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties.

20. **Governing Law; Venue.** This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Collin County, Texas.

*(signatures on next page)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Lavon**

By: \_\_\_\_\_  
Kim Dobbs, City Manager

**ATTEST:**

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

**STATE OF TEXAS           §**  
  **§**  
**COUNTY OF COLLIN       §**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Kim Dobbs**, 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, as the act and deed of the City of Lavon, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**Licensee**

**Elevon Homeowners Association, Inc.**


By:   
Allen Jones

**Title: Director**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Allen Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

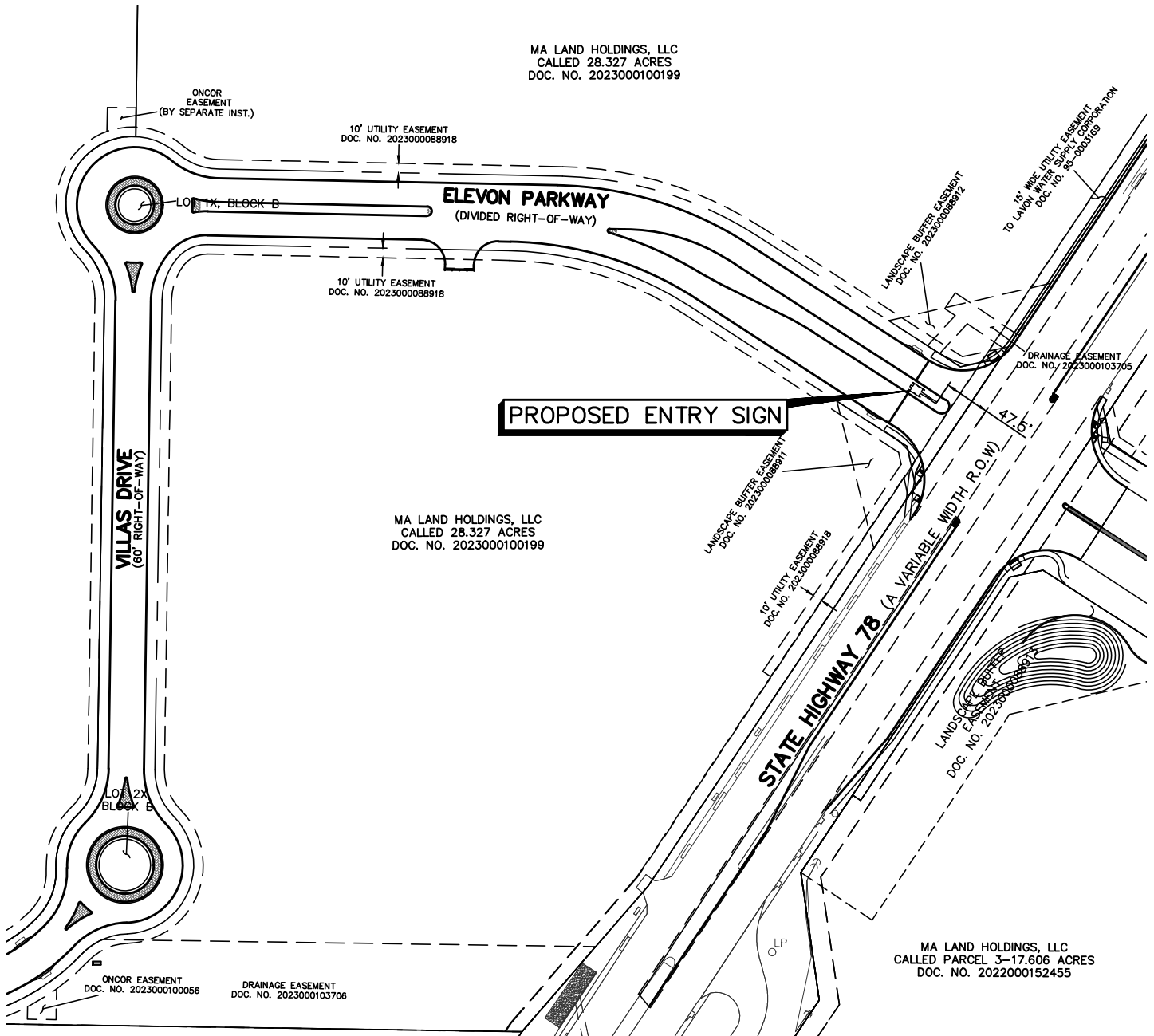
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of February, 2024.

  
Notary Public in and for the State of Texas



**EXHIBIT “A”**  
Improvements

# ELEVON PARKWAY MEDIAN WEST OF SH 78

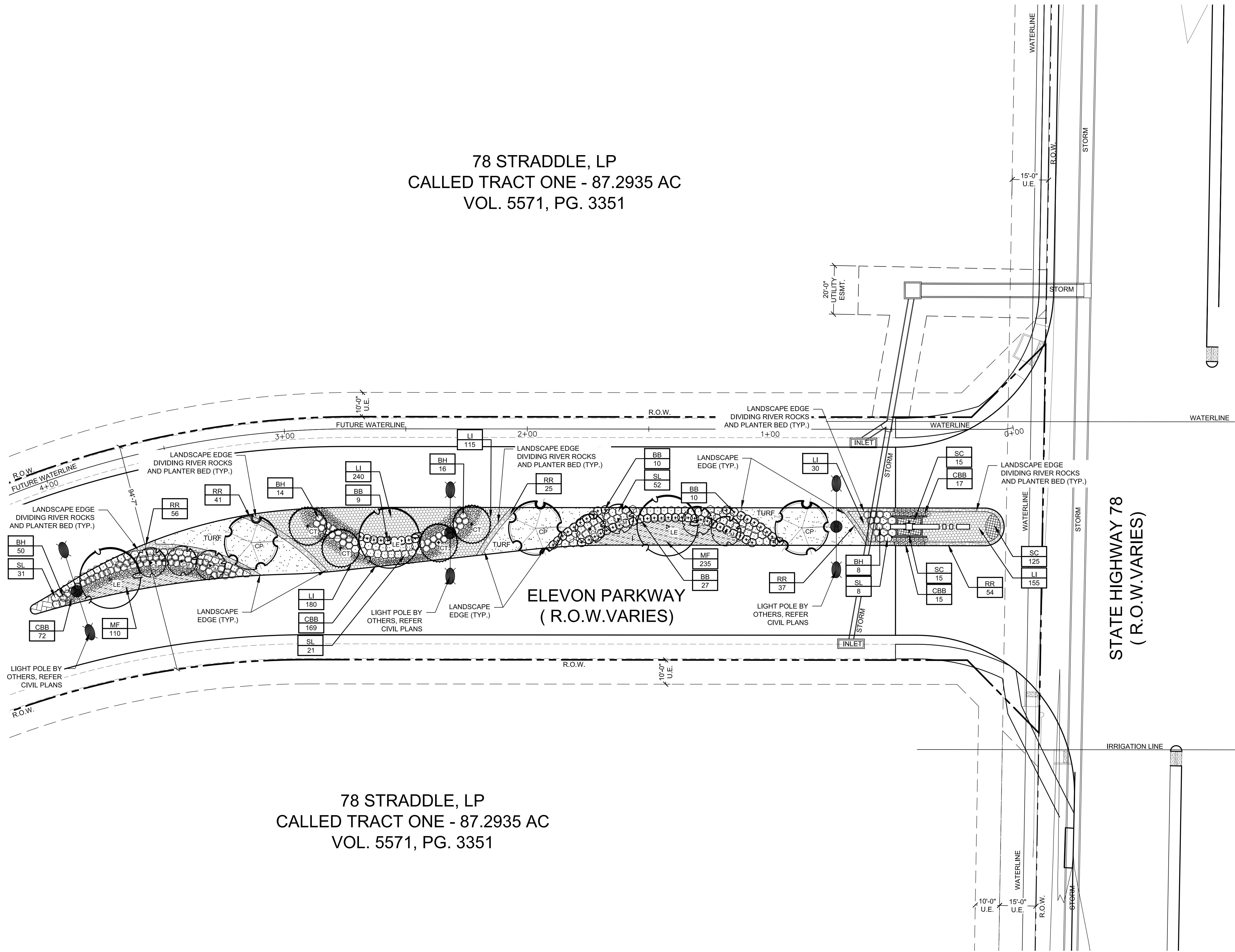


SHEET: 1 OF 1	SCALE: N.T.S.	DATE 2-13-2024	ELEVON PARKWAY CITY OF LAVON COLLIN COUNTY, TEXAS	2121 MIDWAY ROAD, SUITE 300 CARROLLTON, TEXAS 75006 TBPE No. F-438 TBPLS No. 10076000
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**EXHIBIT “B”**  
Encroachment Area

78 STRADDLE, LP  
CALLED TRACT ONE - 87.2935 AC  
VOL. 5571, PG. 3351



78 STRADDLE, LP  
CALLED TRACT ONE - 87.2935 AC  
VOL. 5571, PG. 3351

LANDSCAPE LEGEND

- LE LACEBARK ELM/ULMUS PARVIFOLIA
- CP CHINESE PISTACHE/PISTACIA CHINENSIS
- CT CHASTE TREE/ VITEX AGNUS-CASTUS
- CM CREPE MYRTLE/LARGERSTROEMIA INDICA 'NATCHEZ'
- WM WAX MYRTLE/MYRICA CERIFERA
- BH DWARF BURFORD HOLLY/ILEX CORNUTA 'BURFORDII NANA'
- SL SUNSHINE LIGUSTRUM/LIGUSTRUM SINENSES 'SUNSHINE'
- BB JAPANESE BARBERRY/ BERBERIS THUNBERGII 'CRIMSON PYGMY'
- CBB CONCORDE BARBARRY/ BERBERIS THUNBERGII 'CONCORDE'
- LG WEEPING LOVE GRASS/ ERAGROSTIS CURVULA
- LI LIRIOPE/LIRIOPE MUSCARI 'MAJESTIC'
- MF MEXICAN FEATHER GRASS/NASSELLA TENUISSIMA
- SC SEASONAL COLOR
- TURF BERMUDAGRASS / CYNODON DACTYLON
- RR RIVER ROCK

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**EXHIBIT “C”**  
Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SIG/Powell Insurance Group 12801 N. Central Expressway Suite 570 Dallas TX 75243	<b>CONTACT NAME:</b> Chad Powell <b>PHONE (A/C, No, Ext):</b> (214) 452-3726 <b>E-MAIL ADDRESS:</b> chad.powell@sig4you.com <b>FAX (A/C, No):</b> (877) 282-0550
<b>INSURED</b> Eleven Homeowners Association, Inc. c/o SBB Management Company 12801 N Central Expy Ste 1401 Dallas TX 75243	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** V 01**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2548818	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Hired & Non-Owned Auto \$ 1,000,000	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			PHPK2548818	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 2,000,000
			AGGREGATE \$ 2,000,000				
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	D&O			PCAP039094-0123	05/01/2023	05/01/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Lavon 120 School Rd  Lavon TX 75166	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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NO.	BEARING	LENGTH
L1	N78°06'19"E	42.91'
L2	N11°43'03"W	42.08'
L3	N52°49'57"W	14.17'
L4	N32°31'52"E	12.03'
L5	S17°57'46"E	51.40'
L6	N72°02'14"E	10.00'
L7	S17°57'46"E	17.21'
L8	S72°02'14"W	5.00'
L9	S17°57'46"E	10.00'
L10	S72°02'14"W	5.00'
L11	S17°57'46"E	20.04'
L12	S62°57'46"E	19.12'
L13	S89°16'26"E	24.00'
L14	S56°15'57"E	7.95'
L15	N33°44'03"E	20.00'
L16	S56°15'57"E	21.22'
L17	S44°16'26"E	23.69'
L18	N45°43'34"E	5.00'
L19	S44°16'26"E	24.67'
L20	N00°43'34"E	37.36'
L21	N38°42'07"E	70.05'
L22	S00°43'34"W	33.81'
L23	N89°16'26"W	5.00'
L24	S00°43'34"W	23.81'
L25	N89°16'26"W	6.08'
L26	S00°43'34"W	10.00'
L27	N45°22'19"E	72.00'

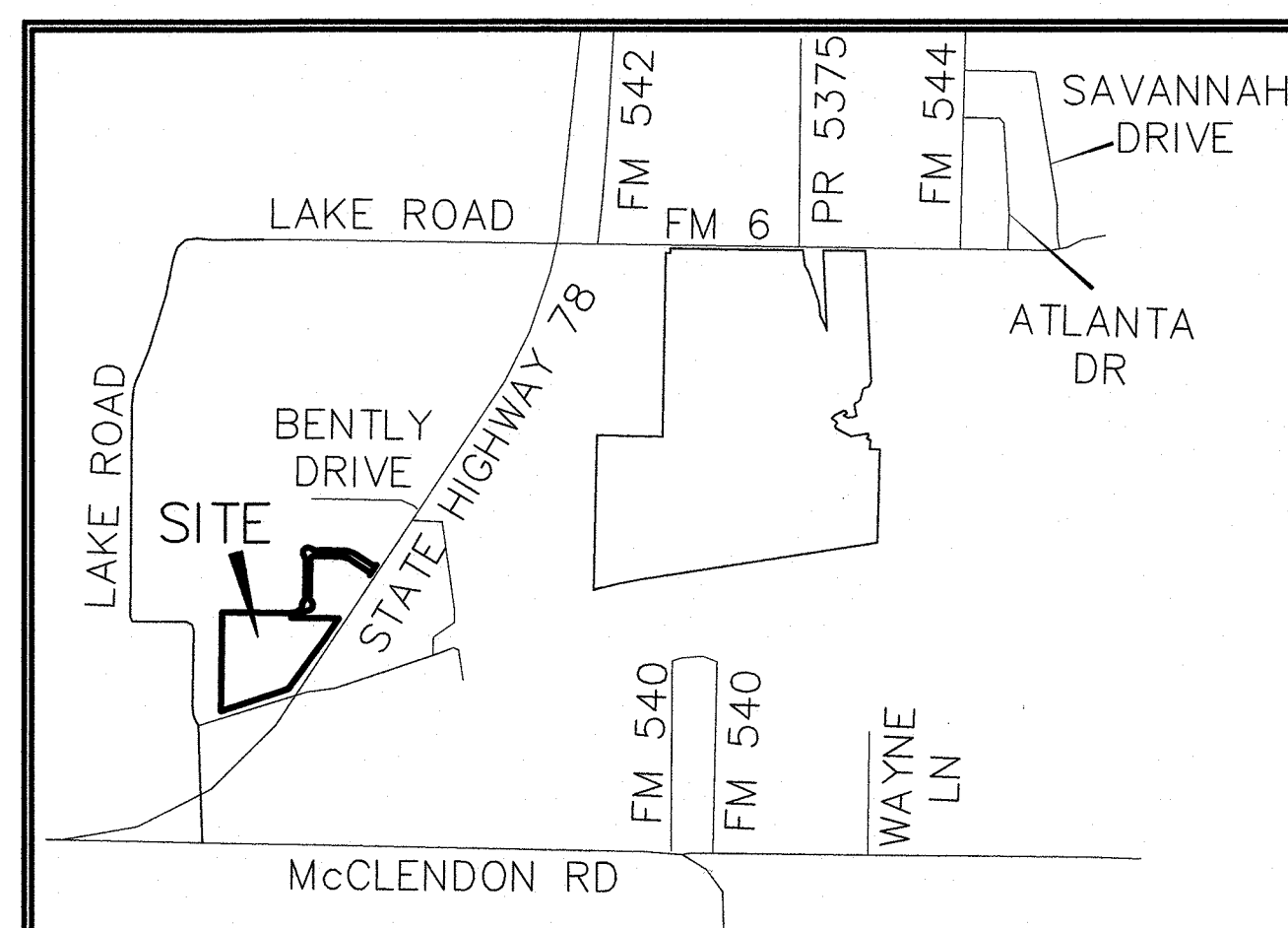
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	57.53'	048°07'07"	68.50'	30.58'	N21°13'16"E	55.85'
C2	61.81'	049°11'04"	72.00'	32.95'	N21°45'15"E	59.93'
C3	54.38'	045°29'14"	68.50'	28.72'	N23°36'10"E	52.97'
C4	55.65'	045°33'15"	70.00'	29.39'	N21°55'05"W	54.20'
C5	48.39'	039°36'39"	70.00'	25.21'	S68°59'58"E	47.44'
C6	36.74'	052°37'41"	40.00'	19.78'	S64°52'52"W	35.46'
C7	46.06'	037°42'09"	70.00'	23.90'	S19°42'56"W	45.24'
C8	54.38'	045°29'21"	68.50'	28.72'	S21°52'48"E	52.97'
C9	53.28'	044°33'46"	68.50'	28.07'	S65°48'41"W	51.94'
C10	189.99'	047°19'44"	230.00'	100.79'	S67°11'40"W	184.63'
C11	47.12'	090°00'00"	30.00'	30.00'	S45°43'34"W	42.43'
C12	31.42'	090°00'00"	20.00'	20.00'	S44°16'26"E	28.28'
C13	47.12'	090°00'00"	30.00'	30.00'	S45°43'34"W	42.43'
C14	47.12'	090°00'00"	30.00'	30.00'	S44°16'26"E	42.43'
C15	47.12'	090°00'00"	30.00'	30.00'	S45°43'34"W	42.43'
C16	84.82'	090°00'00"	54.00'	54.00'	S45°43'34"W	76.37'
C17	47.12'	090°00'00"	30.00'	30.00'	S44°16'26"E	42.43'
C18	50.86'	097°07'59"	30.00'	33.99'	N40°42'26"W	44.98'
C19	45.01'	029°18'29"	88.00'	23.01'	N22°30'48"E	44.52'
C20	56.63'	028°58'10"	112.00'	28.93'	N22°40'58"E	56.03'
C21	28.04'	053°33'31"	30.00'	15.14'	N63°56'49"E	27.03'
C22	66.20'	126°26'29"	30.00'	58.44'	N26°03'11"W	53.56'
C23	28.04'	053°33'31"	30.00'	15.14'	N63°56'49"E	27.03'
C24	50.48'	053°33'31"	54.00'	27.25'	N63°56'49"E	48.66'

Δ=175°30'03"  
R=70.00'  
L=214.41'  
T=1,781.99'  
ChB=N43°03'19"E  
CH=139.89'

Δ=31°37'01"  
R=390.00'  
L=215.21'  
T=110.42'  
ChB=S72°59'47"E  
CH=212.49'

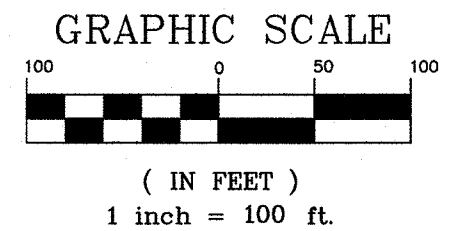
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R=170.00'  
L=135.23'  
T=71.42'  
ChB=N68°04'11"E  
CH=131.70'

Δ=132°43'03"  
R=72.00'  
L=166.78'  
T=164.48'  
ChB=S21°44'03"W  
CH=131.91'



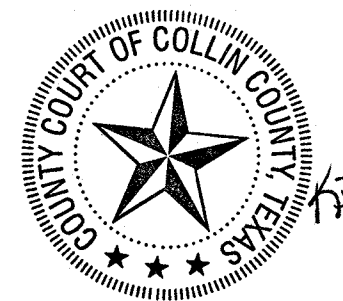
VICINITY MAP (N.T.S.)

LOT	SQUARE FEET	ACRES
A-1	956,720	21.963
A-2	309,826	7.113
B-1X	908	0.021
B-2X	2,290	0.053



LEGEND

- P.O.B. POINT OF BEGINNING
- IRF IRON ROD FOUND
- CIRS CAPPED IRON ROD SET
- (CM) CONTROL MONUMENT
- WV WATER VALVE
- UCL UNDERGROUND LINE
- FOC FIBER OPTIC CABLE
- SW SIDEWALK
- VLT VAULT
- TELE TELECOMMUNICATIONS
- PED PEDESTAL
- PP POWER POLE
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET



FINAL PLAT  
ELEVON WEST COMMERCIAL  
PHASE 1

4 LOTS

LOTS 1-2, BLOCK A  
LOTS 1X-2X, BLOCK B  
33.864 ACRES OUT OF THE  
SAMUEL M. RAINIER SURVEY, ABSTRACT 740;  
CITY OF LAVON, COLLIN COUNTY, TEXAS

BTR AT ELEVON, LLC OWNER/DEVELOPER  
(469) 252-2225

MA ELEVON 429, LLC OWNER/DEVELOPER  
MA LAND HOLDINGS, LLC (972) 715-6449  
15443 Knoll Trail, Suite 130  
Dallas, Texas 75248  
Contact: John Marlin

JBI PARTNERS, INC. SURVEYOR/ENGINEER  
(972) 248-7676  
2121 Midway Road, Suite 300  
Carrollton, Texas 75006  
Contact: Daniel Dewey  
TBPE No. F-438 TBPLS No. 10076000

October 16, 2023

Sheet 1 of 2

FROM  
R-6740-001-1480-1 / 4.788 AC  
R-6740-001-1660-1 / ALL AC  
R-6740-001-1670-1 / ALL AC  
FOR 2024

NOTES:

- FLOOD STATEMENT: According to Community Panel No. 48085C0445J, dated June 2, 2009, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X". (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the 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 statement shall not create liability on the part of the Surveyor.
- THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BSUD)
- The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

S13157



LEGAL DESCRIPTION

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called 21.963 acre tract of land described in deed to BTR AT ELEVON, LLC, as recorded in Document Number 2022000068140, Official Public Records of Collin County, Texas, and being all of that called 7.113 acre tract of land described in deed to MA Elevon 429, LLC, as recorded in Document Number 20211215002527160, Official Public Records of Collin County, Texas, and also being a part of that called 28.327 acre tract of land described in deed to MA Land Holdings, LLC, as recorded in Document Number 2023000100199, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southwest corner of said 7.113 acre tract, said point being the southeast corner of that called 5.00 acre tract of land described in deed to Daisy Lee Wu and Yueying Wang as recorded in Document Number 2022000170623, Official Public Records of Collin County, Texas, said point also being in the north line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the west line of said 7.113 tract as follows:

North 00 degrees 45 minutes 21 seconds East, 594.16 feet to a one-half inch iron rod found in the east line of said 5.00 acre tract, said point also being the southeast corner of that called Tract 1- 27.32 acre tract of land described in Correction Affidavit to General Warranty Deed to Yueying Wang and Daisy Lee Lu as recorded in Document Number 20191118001462670, Official Public Records of Collin County, Texas;

North 00 degrees 43 minutes 34 seconds East, at 649.03 feet along the east line of said 27.32 acre tract passing a one-half inch iron rod with yellow cap stamped "JBI" found at the northwest corner of said 7.113 acre tract, in all a distance of 709.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" found in the west line of said 28.327 acre tract, said point also being at the southwest corner of that called Tract 1-29.863 acre tract of land described in deed to Ma Land Holdings, LLC as recorded in Document Number 2022000152455, Official Public Records of Collin County Texas;

THENCE along the common line of said 28.327 acre tract and said 29.863 acre tract as follows:

South 89 degrees 08 minutes 28 seconds East, 898.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 135.23 feet along a curve to the left, having a central angle of 45 degrees 34 minutes 43 seconds, a radius of 170.00 feet, a tangent of 71.42 feet, and whose chord bears North 68 degrees 04 minutes 11 seconds East, 131.70 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 57.53 feet along a curve to the left, having a central angle of 48 degrees 07 minutes 07 seconds, a radius of 68.50 feet, a tangent of 30.58 feet, and whose chord bears North 21 degrees 13 minutes 16 seconds East, 55.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 61.81 feet along a curve to the right, having a central angle of 49 degrees 11 minutes 04 seconds, a radius of 72.00 feet, a tangent of 32.95 feet, and whose chord bears North 21 degrees 45 minutes 15 seconds East, 59.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 54.38 feet along a curve to the left, having a central angle of 45 degrees 29 minutes 14 seconds, a radius of 68.50 feet, a tangent of 28.72 feet, and whose chord bears North 23 degrees 36 minutes 10 seconds East, 52.97 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 00 degrees 51 minutes 32 seconds East, 490.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 55.65 feet along a curve to the left, having a central angle of 45 degrees 33 minutes 15 seconds, a radius of 70.00 feet, a tangent of 29.39 feet, and whose chord bears North 21 degrees 55 minutes 05 seconds West, 54.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 214.41 feet along a curve to the right, having a central angle of 175 degrees 30 minutes 03 seconds, a radius of 70.00 feet, a tangent of 1,781.99 feet, and whose chord bears North 43 degrees 03 minutes 19 seconds East, 139.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 48.39 feet along a curve to the left, having a central angle of 39 degrees 36 minutes 39 seconds, a radius of 70.00 feet, a tangent of 25.21 feet, and whose chord bears South 68 degrees 59 minutes 58 seconds East, 47.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 48 minutes 18 seconds East, 358.97 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 215.21 feet along a curve to the right, having a central angle of 31 degrees 37 minutes 01 seconds, a radius of 390.00 feet, a tangent of 110.42 feet, and whose chord bears South 72 degrees 59 minutes 47 seconds East, 212.49 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 11 minutes 17 seconds East, 252.79 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 78 degrees 06 minutes 19 seconds East, 42.91 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 45 minutes 11 seconds West, 160.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 11 degrees 43 minutes 03 seconds West, 42.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 57 degrees 11 minutes 17 seconds West, 271.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 198.66 feet along a curve to the left, having a central angle of 31 degrees 37 minutes 01 seconds, a radius of 360.00 feet, a tangent of 101.93 feet, and whose chord bears North 72 degrees 59 minutes 47 seconds West, 196.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 48 minutes 18 seconds West, 315.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 36.74 feet along a curve to the left, having a central angle of 52 degrees 37 minutes 41 seconds, a radius of 40.00 feet, a tangent of 19.78 feet, and whose chord bears South 64 degrees 52 minutes 52 seconds West, 35.46 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 46.06 feet along a curve to the left, having a central angle of 37 degrees 42 minutes 09 seconds, a radius of 70.00 feet, a tangent of 23.90 feet, and whose chord bears South 19 degrees 42 minutes 56 seconds West, 45.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 51 minutes 52 seconds West, 490.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 54.38 feet along a curve to the left, having a central angle of 45 degrees 29 minutes 21 seconds, a radius of 68.50 feet, a tangent of 28.72 feet, and whose chord bears South 21 degrees 52 minutes 48 seconds East, 52.97 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 166.78 feet along a curve to the right, having a central angle of 132 degrees 43 minutes 03 seconds, a radius of 72.00 feet, a tangent of 164.48 feet and whose chord bears South 21 degrees 44 minutes 03 seconds West, 131.91 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 53.28 feet along a curve to the left, having a central angle of 44 degrees 33 minutes 46 seconds, a radius of 68.50 feet, a tangent of 28.07 feet, and whose chord bears South 65 degrees 48 minutes 41 seconds West, 51.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 189.99 feet along a curve to the right, having a central angle of 47 degrees 19 minutes 44 seconds, a radius of 230.00 feet, a tangent of 100.79 feet, and whose chord bears South 67 degrees 11 minute 40 seconds West, 184.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the north line of said 21.963 acre tract;

THENCE South 89 degrees 08 minutes 28 seconds East, 630.18 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the northeast corner of said 21.963 acre tract;

THENCE along the east line of said 21.963 acre tract and along the west right-of-way line of State Highway 78 as follows:

South 33 degrees 44 minutes 03 seconds West, 300.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 37 degrees 13 minutes 15 seconds West, 500.83 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 34 degrees 33 minutes 29 seconds West, 348.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of said 21.963 acre tract, said point being the northeast corner of that 40 foot wide permanent waterline easement to North Texas Municipal Water District as recorded Document Number 20130125000110870, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE South 72 degrees 01 minutes 22 seconds West, 921.94 feet along the north line of said 40 foot wide permanent waterline easement and along the north line of said Northeast Texas Rural Rail Transportation District to the POINT OF BEGINNING and containing 1,475,133 square feet or 33.864 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That BTR AT ELEVON, LLC, MA ELEVON 429, LLC, AND MA LAND HOLDINGS, LLC acting herein by and through its duly-authorized officers, does hereby adopt this plat designating the herein above described property as ELEVON WEST COMMERCIAL, PHASE 1, an addition to the City of Lavon, Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Lavon use thereof. The City of Lavon and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the City of Lavon or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

All utility easements dedicated by this plat shall also include an additional area of working space for construction, reconstruction, additions, enlargements, and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb of of pavement line.

1. All water system is owned and operated by Bear Creek Special Utility District (BCSUD) and all construction related to water service shall be done per BCSUD's specifications and general notes.
2. The easements and public use areas, as shown are dedicated for the public use, including specifically for the City of Lavon and BCSUD, forever for purposes indicated on this plat.
3. The City of Lavon and BCSUD are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.
4. Utility easements may also be used for the mutual and accommodation 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 as being subordinate to the public City of Lavon and BCSUD.
5. The City of Lavon, BCSUD, 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 growths which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.
6. The City of Lavon, BCSUD, and public utilities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, respective systems without the necessity at any time of procuring permission from anyone.
7. All modifications to this document shall be by means of plat and approved by the City of Lavon unless said modifications pertain to BCSUD facilities, at which time BCSUD shall also review and approve.

That BTR AT ELEVON, LLC, does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations of the City of Lavon.

WITNESS MY HAND THIS 26TH DAY OF OCTOBER, 2023.

BTR AT ELEVON, LLC,

a Delaware limited liability company

By: TMVP BTR T1L1, LLC,  
a Delaware limited liability company,  
its Sole Member

By: TMVP BTR T1, LLC,  
a Delaware limited liability company,  
its Sole Member

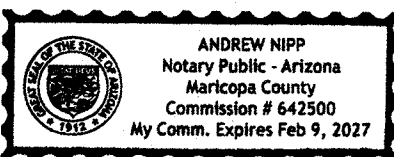
By: TMVP BTR Venture, LLC,  
a Delaware limited liability company,  
its Sole Member

By: TM BTR Venture, LLC,  
a Delaware limited liability company,  
its Manager

By: Scott Mowman

Name: Scott Mowman

Title: BTR VP FINANCE



STATE OF TEXAS §

COUNTY OF DALLAS§

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Scott Mowman, 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 considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this 26TH day of OCTOBER, 2023.

Paul Tzip

Notary Signature

That MA Elevon 429, LLC and MA Land Holdings, LLC does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations of the City of Lavon.

WITNESS MY HAND THIS 30 DAY OF October, 2023.

MA Elevon 429, LLC,  
a Texas limited liability company

By: MA Partners, LLC  
a Texas Limited Liability Company,  
its sole manager

MA Land Holdings, LLC,  
a Texas limited liability company

By: MA Partners, LLC  
a Texas Limited Liability Company,  
its sole manager

By: Allen Jones

Name: Allen Jones

Title: Manager

STATE OF TEXAS §

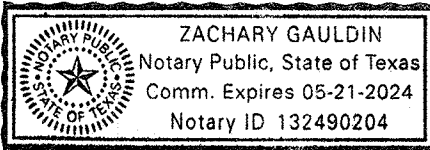
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Allen Jones, 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 considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this 30 day of October, 2023.

Zachary Gauldin

Notary Signature



SURVEYOR'S CERTIFICATE §

KNOW ALL MEN BY THESE PRESENTS:

That I, Mark W. Harp, RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Lavon.

Dated this the 16th day of October, 2023.

Mark W. Harp

Mark W. Harp, R.P.L.S. No. 6425



STATE OF TEXAS §

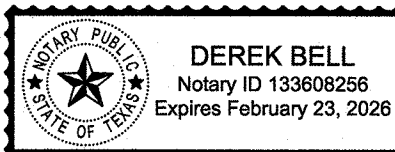
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark W. Harp, Land Surveyor, 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 purpose and considerations therein expressed.

Given under my hand and seal of office this 16th day of October, 2023.

Derek Bell

Notary Public in and for the State of Texas



Recommended for Approval:

Paul Tzip

Date: 8/23/2022

Chairman, Planning and Zoning Commission

City of Lavon, Texas

Approved for Construction:

Victor Saus

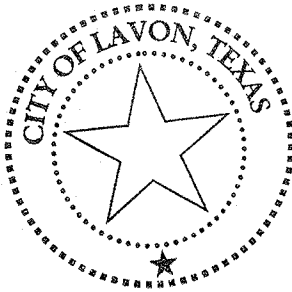
Date: 9/16/2022

Mayor, City of Lavon, Texas

Accepted: Victor Saus

Date: 11/17/2023

Mayor, City of Lavon, Texas



The undersigned, the city secretary of the City of Lavon, Texas, hereby certifies that the foregoing final plat of the Elevon West Commercial Phase 1 subdivision or addition to the City of Lavon was submitted to the city council on the 1 day of November, 2023, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines as shown and set forth in and upon said plat and said council further authorized the mayor to note the acceptance thereof by signing his or her name as here in above subscribed.

Witness my hand this 8 day of November, AD, 2023.

Rae Dator

City Secretary, City of Lavon, Texas

FINAL PLAT  
ELEVON WEST COMMERCIAL  
PHASE 1

4 LOTS

LOTS 1-2, BLOCK A  
LOTS 1X-2X, BLOCK B

33.864 ACRES OUT OF THE  
SAMUEL M. RAINER SURVEY, ABSTRACT 740;

CITY OF LAVON, COLLIN COUNTY, TEXAS

BTR AT ELEVON, LLC OWNER/DEVELOPER

6735 Salt Cedar Way (469) 252-2225  
Building 1, Suite 200  
Frisco, Texas 75034  
Contact: Jack Rowe

MA ELEVON 429, LLC  
MA LAND HOLDINGS, LLC OWNER/DEVELOPER

15443 Knoll Trail, Suite 130 (972) 715-6449  
Dallas, Texas 75248  
Contact: John Marlin

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248-7676  
Carrollton, Texas 75006  
Contact: Daniel Dewey

TBPE No. F-438 TBPLS No. 10076000

October 16, 2023

Sheet 2 of 2



## CITY OF LAVON Agenda Brief

**MEETING: February 20, 2024**

**ITEM: 8 – B**

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**Item:**

Discussion and action regarding Ordinance No. **2024-02-04** amending the Capital Improvements Plan (CIP) approved and adopted by Ordinance No. **2023-08-11** for the City for the fiscal year October 1, 2023 through September 30, 2024 to amend project budgets and timelines.

**Background:**

In October and November, the City Council, consultants and staff reviewed the CIP that was adopted in August and discussed updated direction regarding priorities and funding for some capital projects.

The city engineer and financial consultant reviewed the direction provided, and an amendment has been prepared to execute the City Council's instructions.

**Financial Implications:**

Funding is allocated in the capital improvements fund.

***Staff Notes:***

Approval is recommended.

**Attachments:** 1) Proposed Ordinance and spreadsheet

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2024-02-04**

CIP Amendment #1 - Fiscal Year 2023-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2023-08-11, THAT APPROVED AND ADOPTED A FIVE-YEAR CAPITAL IMPROVEMENTS PLAN (CIP) FOR THE CITY FOR FISCAL YEARS 2023 TO 2027 TO AMEND THE CURRENT FISCAL YEAR OF THE CIP; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas has adopted and approved a five-year Capital Improvements Plan (CIP) including projects and budgeted funding sources and expenditures; and

**WHEREAS**, pursuant to the Home Rule Charter of the City, the laws of the State of Texas and Section 102.010 of the Local Government Code, the City Council has determined that it will be beneficial and advantageous to the citizens of Lavon to amend the current fiscal year of the City's five-year CIP as set forth herein for municipal purposes; and

**WHEREAS**, the City Council upon full consideration of the matter, has determined that the amendment hereinafter set forth is proper and should be adopted.

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

**Section 1.** That the funding sources and appropriations as designated for the current fiscal year of the five-year CIP, hereinafter itemized by a true and correct copy of CIP Document hereto attached as **Exhibit A**, are hereby approved.

**Section 2.** That the expenditures during the fiscal year shall be made in accordance with the CIP approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the City, said document being on file for public inspection in the office of the City Secretary.

**Section 3.** That the necessity for making and approving an amendment for the fiscal year, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such case provides.

**Section 4.** 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.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 20<sup>th</sup> day of February 2024.

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

**ATTEST:**

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

**ORDINANCE NO. 2024-02-04**

**EXHIBIT A**



**City of Lavon**  
**FY24 Budget Amendment**  
**Proposed 2/20/2024**

CIP	GL	Project Name	Adopted Budget FY24	Proposed Budget Amendment	Prep Work	Design	Bid	Construction
CIP-38	9419	Lavon North WWTP (Elevon WWTP)	9,806,925	9,806,925	Complete	Nov-23	Dec-23	Feb 24 - Dec 24
CIP-21	9412	Bear Creek WWTP Exp 4	3,400,000	3,400,000	Complete	Dec-23	Jan-24	Mar 24 - Dec 24
CIP-15	9410	Citywide Park & Trail improvement	1,530,000	1,530,000	Oct-23	N/A	N/A	Nov-23
CIP-15A	9410	Park & Trail Improv - Bear Creek Crossing	370,283	370,283	Complete	Complete	Complete	Dec-23
CIP-16	9411	Lake Road Paving - Phase 1	1,089,050	1,089,050	Complete	Complete	Complete	Dec-23
CIP-24A	9413	Bently Farms PH 1 Paving & Storm	535,756	535,756	Complete	Complete	Complete	Nov-23
CIP-22b	9225	Outdoor Storm Siren	55,000	55,000	Complete	Complete	Complete	Nov-23
CIP-11	9408	CR 484 paving	1,636,200	1,636,200	Dec 23 - Mar 24	Jan 24 - May 24	Jul-24	Sep 24 - Mar 25
CIP-19c	9223	Fire Engine Replacement	1,400,000	1,400,000	Oct-23	Oct 23 - Nov 23	Nov-23	Jul-24
CIP-39	9420	Presidents/Lavon Trail Pkwy Intersection	310,000	310,000	Complete	Complete	Complete	Jan 24 - Feb 24
CIP-40		Lavon Trail Pkwy - Presidents to Rosewood	715,100	715,100	Nov 23 - Dec 23	Jan 24 - Feb 24	Apr-23	Jun 24 - Aug 24
CIP-41		CR 483 Street Reconstruction	200,000	200,000	N/A	N/A	May-24	Jul 24 - Aug 24
CIP-9	9105	FD/PW Facility Expansion (incl CIP-26)	1,347,244	1,347,244	Complete	Complete	Complete	Dec-23
CIP-3a	9404	North Geren/Windmill Intersection drainage	53,780	53,780	N/A	Complete	Dec-23	Jan 24 - Mar 24
CIP-35	9417	Rosewood Dr. (CR 483) Paving - Lavon Farms to Lavon Trail Pkwy	1,876,600	1,876,600	Dec 23 - Jan 24	Feb 24 - Apr 24	May-24	Jun 24 - Aug 24
CIP-3b		Street Rehab - Lincoln, others	-	163,000	N/A	Oct 23 - Nov 23	Dec-23	Jan 24 - Mar 24
CIP-3c		CR 483 @ FM 2755 Repaving	-	179,000	Nov-23	Oct 23 - Nov 23	Dec-23	Jan 24 - Mar 24
CIP-36		Lake Road paving - Phase 2	-	1,340,000	Nov 23 - Dec 23	Dec 23 - Jan 24	Feb-24	Mar 24 - Jul 24
CIP-24B	9413	Bently Farms PH 2 Paving & Storm	-	2,270,000	Oct 23 - Feb 24	Apr 24 - Jun 24	Jul-24	Sep 24 - Mar 25
CIP-1	9402	Main/Geren/SH78	728,800	TXDOT	Complete	Complete	Nov-23	Sep-24
CIP-6	9406	CR 484 - Bear Creek Bridge	3,172,750	Future				
CIP-23		Wolf Run Reconstruction	1,500,000	Future				
CIP-37		Downtown Infrastructure Improvements	1,495,000	Future				
Total Budgeted/Spent			31,222,488	28,277,938				
Council-approved budget			31,222,488	31,222,488				
<b>Amendment Total</b>				<b>(2,944,550)</b>				

City of Lavon  
 CIP by Funding by Year  
 Funding Tab  
 Spending updated through 12/31/23

	Gen Fund	Util Fund	2020 Bond	2023 Bond	Streets	Streets	Streets	Streets	Collin	ARPA
	Fund 10	Fund 20	Fund 60	Fund 61	Fund 17	Fund 23	Fund 31	Fund 32	Fund 28	Fund 27
					sales tax	Lavon Farms	Trails of Lavon	Elevon		
Available 9/30/23	3,802,447	7,320,349	6,655,919	-	936,216	211,770	65,100	138,700	-	897,724
Additional expected FY24	-	-	-	15,000,000	350,000	-	-	-	375,000	-
Expected Interest FY24	-	-	80,000	735,000	-	-	-	-	-	-
Expected Available FY24	3,802,447	7,320,349	6,735,919	15,735,000	1,286,216	211,770	65,100	138,700	375,000	897,724
Non-CIP Expenses FY24	-	-	60,000	-	23,981					
Budgeted Expenses FY24	2,044,184	5,200,000	6,675,138	14,572,800	-	-	-	-	375,000	
Expected Expenses FY24	2,044,184	5,200,000	6,735,138	14,572,800	23,981	-	-	-	375,000	-
Expected Balance 9/30/24	1,758,263	2,120,349	781	1,162,200	1,262,235	211,770	65,100	138,700	-	897,724

City of Lavon

CIP by Funding by Year

Total Projects Tab

Spending updated through 12/31/23

CIP	GL	Project Name	Amended	Spent FY24	Remaining	Budget FY25	Budget FY26	Budget FY27
CIP-38	9419	Lavon North WWTP (Elevon WWTP)	9,806,925	194,007	9,612,918	348,360	-	-
CIP-21	9412	Bear Creek WWTP Exp 4	3,400,000	46,500	3,353,500	765,840	-	-
CIP-15	9410	Citywide Park & Trail improvement	1,530,000	-	1,530,000			
CIP-15A	9410	Park & Trail improvement - Bear Creek Crossing	370,283	-	370,283	68,230		
CIP-16	9411	Lake Road Paving - Phase 1	1,089,050	700,946	388,104	-	-	-
CIP-24A	9413	Bently Farms PH 1 Paving & Storm	535,756	148,284	387,472		-	-
CIP-11	9408	CR 484 paving	1,636,200	-	1,636,200	-	-	-
CIP-19C	9223	Fire Engine Replacement	1,400,000	-	1,400,000	-	-	-
CIP-22B	9225	Outdoor Storm Siren	55,000	-	55,000	-	-	-
CIP-39	9420	Presidents/Lavon Trail Pkwy Intersection	310,000	-	310,000	10,000	-	-
CIP-40	9421	Lavon Trail Pkwy - Presidents to Rosewood	715,100	-	715,100	10,000	-	-
CIP-41		CR 483 Street Reconstruction at FM 2755	200,000	-	200,000	-	-	-
CIP-9	9105	FD/PW Facility Expansion (incl CIP-26)	1,347,244	932,383	414,861	20,307	-	-
CIP-3a	9404	North Geren/Windmill Intersection drainage	53,780	16,030	37,750		-	-
CIP-35	9417	CR 483 Paving(Rosewood Dr: Lavon Farms to CISD Property)	1,876,600	-	1,876,600		-	-
CIP-3b		Lincoln Street rehabilitation	163,000	-	163,000			
CIP-3c		CR 483 @ FM 2755 repaving	179,000	-	179,000			
CIP-24B	9413	Bently Farms PH 2 Paving & Storm	2,270,000	-	2,270,000	2,145,000	-	-
CIP-36		Lake Road paving - Phase 2	1,340,000	-	1,340,000	-	-	-
CIP-1	9402	Main/Geren/SH78	-	-	-	-	-	-
CIP-6	9406	CR 484 - Bear Creek Bridge	-			3,172,750	-	-
CIP-23		Wolf Run Reconstruction	-			1,500,000	531,600	-
CIP-37		Downtown Infrastructure Improvements	-			1,726,700	-	-
CIP-14A	9107	PD Complex - Interim	-	-	-	158,913	-	-
CIP-7		CR 484 Paving Extension to GH Blvd Signal	-			4,740,000	-	-
CIP-17		SH 78 Street lights	-			200,000	300,000	970,200
CIP-18	9108	City Sports Fields	-			500,000	1,000,000	5,000,000
CIP-25		South Geren (Traditions) Drainage	-			478,200	-	-
CIP-28		Mustang Ct. Improvements	-			470,800	-	-
CIP-31		Boyd Ct. Improvements	-			67,600	-	-
CIP-32		School Rd. Improvements	-			251,700	-	-
CIP-33		Bois D'Arc Improvements	-			370,000	-	-
CIP-34		Gracy Rd. Improvements	-			-	155,500	-
CIP-29		Downtown Drainage	-			-	2,000,000	-
CIP-5	9405	McClendon (2755)/Bear Creek Bridge	-			-	400,000	2,798,693
CIP-14B	9107	PD Complex - Future	-			-	-	14,000,000
CIP-20	9051	Strategic Property Acquisition	-			-	-	-
Total Budgeted			28,277,938			17,004,400	4,387,100	22,768,893

Council Budget Approved  
Variance

28,277,938  
-

City of Lavon  
CIP by Funding by Year  
FY24 Budget Tab  
Spending updated through 12/31/23

CIP	GL	Project Name	Amended Budget FY24	Spent FY24	Remaining	Gen Fund		Utility Fund		2020 Bond		2023 Bond		Streets - Lavon Farms		Collin County	
						Budget	Spent	Budget	Spent	Budget	Spent	Budget	Spent	Budget	Spent	Budget	Spent
CIP-38	9419	Lavon North WWTP (Elevon WWTP)	9,806,925	194,007	9,612,918			5,000,000	-	806,925	194,007	4,000,000					
CIP-21	9412	Bear Creek WWTP Exp 4	3,400,000	46,500	3,353,500						46,500	3,400,000					
CIP-15	9410	Citywide Park & Trail improvement	1,530,000	-	1,530,000					1,155,000						375,000	-
CIP-15A	9410	Park & Trail Improv - Bear Creek Crossing	370,283	-	370,283					370,283							
CIP-16	9411	Lake Road Paving - Phase 1	1,089,050	700,946	388,104					1,089,050	700,946	-					
CIP-24A	9413	Bently Farms PH 1 Paving & Storm	535,756	148,284	387,472					535,756	148,284						
CIP-22b	9225	Outdoor Storm Siren	55,000	-	55,000	55,000	-										
CIP-11	9408	CR 484 paving	1,636,200	-	1,636,200							1,636,200					
CIP-19c	9223	Fire Engine Replacement	1,400,000	-	1,400,000	1,400,000	-										
CIP-39	9420	Presidents/Lavon Trail Pkwy Intersection	310,000	-	310,000					310,000							
CIP-40		Lavon Trail Pkwy - Presidents to Rosewood	715,100	-	715,100					715,100							
CIP-41		CR 483 Street Reconstruction	200,000	-	200,000									200,000	-		
CIP-9	9105	FD/PW Facility Expansion (incl CIP-26)	1,347,244	932,383	414,861					647,244	932,383	700,000					
CIP-3a	9404	North Geren/Windmill Intersection drainage	53,780	16,030	37,750					53,780	16,030						
CIP-35	9417	Rosewood Dr. (CR 483) Paving - Lavon Farms to Lavon Trail Pkwy	1,876,600	-	1,876,600					650,000		1,226,600					
CIP-3b		Lincoln St Rehabilitation	163,000	-	163,000					163,000							
CIP-3c		CR 483 @ FM 2755 Repaving	179,000	-	179,000					179,000							
CIP-36		Lake Road paving - Phase 2	1,340,000	-	1,340,000							1,340,000					
CIP-24B	9413	Bently Farms PH 2 Paving & Storm	2,270,000	-	2,270,000							2,270,000					
CIP-1	9402	Main/Geren/SH78	-	-	-	-											
Total Budgeted/Spent			28,277,938	2,038,150	26,239,788	1,455,000	-	5,000,000	-	6,675,138	2,038,150	14,572,800	-	200,000	-	375,000	-
Total Available			46,723,853			3,802,447	1,455,000	7,320,349	5,000,000	6,735,919	6,675,138	15,735,000	14,572,800	211,770	200,000	375,000	375,000
Remainder			18,445,915			2,347,447	1,455,000	2,320,349	5,000,000	60,781	4,636,988	1,162,200	14,572,800	11,770	200,000	-	375,000
Council-approved budget (2/20/2024)			28,277,938														
Verification			-														





## CITY OF LAVON Agenda Brief

**MEETING: February 20, 2024**

**ITEM: 8 – C**

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**Item:**

Discussion and action regarding Resolution No. **2024-02-09** approving and authorizing the execution of Change Order No. 3 to the construction contract with Rebcon, L.L.C. for the City of Lavon Lake Road Phase 1 Paving (CIP-16) Construction Project to close out and make the final cost adjustment for actual quantities installed in an amount not to exceed \$10,239.25; and providing an effective date.

**Background:**

On September 6, 2022, the City Council awarded a contract to Rebcon, L.L.C. for the Lake Road Phase 1 Paving (CIP-16) Construction Project in the amount of \$1,541,362.00. A preconstruction conference was conducted and a notice to proceed provided. The contract was subsequently amended by Change Order No. 1 to include additional concrete repairs on Lake Road north of the project boundaries and Change Order No. 2 to provide for concrete specifications required by TxDOT.

Change Order No. 3 is recommended by the City Engineer to close out the project and make the final adjustment for actual quantities that were installed.

**Financial Implications:**

Funding is available in the funds designated for capital improvements.

***Staff Notes:***

Approval is recommended.

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-02-09**

Change Order No. 3 – Lake Road, Phase 1 (CIP-16)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH REBCON, L.L.C. FOR THE CITY OF LAVON LAKE ROAD PHASE 1 PAVING (CIP-16) CONSTRUCTION PROJECT TO CLOSE OUT AND MAKE THE FINAL COST ADJUSTMENT FOR ACTUAL QUANTITIES INSTALLED IN AN AMOUNT NOT TO EXCEED \$10,239.25; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has considered and determined that a change order to the 2022 contract, as amended, is in the best interest of the general health, welfare, and safety of the citizens of Lavon.

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

**SECTION 1.** The City Council does hereby approve and authorize the execution of Change Order No. 3 to the construction contract with Rebcon, L.L.C.. to close out and make the final cost adjustment for actual quantities installed in an amount not to exceed \$10,239.25, 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 20<sup>th</sup> day of February 2024.

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

ATTEST:

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-02-09**

**EXHIBIT A**

### CHANGE ORDER No. 3

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

PROJECT: **Lake Road, Phase 1**

CONTRACTOR: **REBCON, LLC**

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

TO: **REBCON, LLC.**  
CONTRACTOR

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

City of Lavon  
Owner

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

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

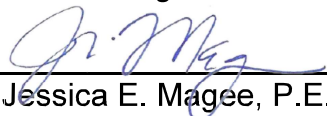
#### NATURE OF CHANGES:


Project Close Out and final cost adjustment for actual quantities installed.

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

Original Contract Price:	\$ <u>1,541,362.00</u>
Change Order No. 1:	\$ <u>91,644.00</u>
Change Order No. 2:	\$ <u>41,120.00</u>
Change Order No. 3:	\$ <u>10,239.25</u>
New Contract Price:	\$ <u>1,684,365.25</u>
Percent Change:	<u>9.3 %</u>
Original Calendar Days:	<u>210</u>
Net Increase by Change Order 1:	<u>12</u>
Net Increase by Change Order 2:	<u>5</u>
Net Increase by Change Order 3:	<u>0</u>
Total New Calendar Days:	<u>227</u>

The Above Changes are Recommended for Approval:

\_\_\_\_\_  
Freeman-Millican, Inc.  
Engineer  
By: \_\_\_\_\_  
Jessica E. Magee, P.E.  
Dated: 02/16/2024\_\_\_\_\_

\_\_\_\_\_  
Rebcon, LLC  
Contractor  
By: \_\_\_\_\_  
Dated: 2/16/2024\_\_\_\_\_

Change Order 3 Revised Quantities

ITEM	DESCRIPTION	CONTRACT QUANTITY	ACTUAL QUANTITY	UNIT PRICE	CONTRACT PRICE	ACTUAL PRICE	CHANGE
P9	Install Concrete Street Header	48	24	\$25.00	\$1,200.00	\$600.00	(\$600.00)
P13	Install Culvert Parallel Headwall	40	48.33	\$725.00	\$29,000.00	\$35,039.25	\$6,039.25
P31	Install Type III Barricade	2	0	\$2,000.00	\$4,000.00	\$0.00	(\$4,000.00)
CO2	Arrow Boards to Start Job	0	8	\$1,100.00	\$0.00	\$8,800.00	\$8,800.00
<b>Total Change Order 3</b>							<b>\$10,239.25</b>



## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: February 20, 2024**

**ITEM: 8 - D**

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**Item:**

Discussion and action regarding acceptance of the Lake Road, Phase 1 Paving (CIP-16) Construction Project improvements.

**Background:**

The City of Lavon recently completed the Lake Road Phase 1 Paving (CIP-16) Construction Project. The Code of Ordinances provides a process by which the City Council will accept the dedication of the public infrastructure.

***Code Excerpt***

**City of Lavon Code of Ordinances**

**Article 9.02 Subdivision Ordinance**

**Section 9.02.006 Record Drawings (as-built plans)**

Prior to the acceptance of the subdivision and within thirty (30) days of the completion of the subdivision, the engineer for the developer shall submit to the City a complete set of reproducible construction drawings twenty-four by thirty-six inches (24" x 36") of the paving, drainage, water and sanitary sewer improvements with all changes made in the plans during construction and containing on each sheet and [an] "As Built" stamp bearing the signature of the engineer and the date.

Within ten (10) days of the receipt of the "record drawings," the City Engineer shall make a recommendation for acceptance or non-acceptance of the subdivision to the City Council and a determination of review cost and the receipt of the required maintenance bond.

No final acceptance of the subdivision will be made by the City Council until these requirements have been made to the satisfaction of the City.

***Staff Notes:***

Acceptance of the dedication of infrastructure is recommended per the City Engineer's letter.

**Attachments:** 1) City Engineer Letter

February 16, 2024

Ms. Kim Dobbs  
City of Lavon  
120 School Road  
Lavon, TX 75166

Re: Lake Road, Phase 1 [CIP-16]  
Final Acceptance

Dear Ms. Dobbs:

On Thursday, November 16, 2023, a final walkthrough of the Project was conducted with representatives of the Contractor, City Inspector and City Engineer. A "punch list" was created to identify items that required completion prior to final acceptance.

All punch list items have been satisfactorily addressed.

The Performance Bond provided at the beginning of the project includes the 2-year Maintenance Warranty Period.

Surety Release and Affidavit of Bills Paid has been received (copy attached).

Record Drawings have been prepared.

**We recommend acceptance of Lake Road, Phase 1.**

The 2-year Maintenance Warranty period will commence upon City Council acceptance of the Project.

If there are any questions, please contact me at 214-503-0555 x115 or by email at [mdhill@fmi-dallas.com](mailto:mdhill@fmi-dallas.com).

Sincerely,  
FREEMAN-MILLICAN, INC.



Mark D. Hill, P.E.  
Consulting City Engineer

Attachment

Cc: David Carter, Matt Policano

F:\21039 - LAVON Lake Road Ph1\6 - Construction\Lake Road Ph 1 - Final Acceptance.docx





## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: February 20, 2024**

**ITEM: 8 - E**

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**Item:**

Discussion and action regarding acceptance of the Grand Heritage SH 78 Commercial East and West sanitary sewer lines construction project.

**Background:**

The owner of the Grand Heritage SH 78 Commercial East and West properties north of SH 78 on either side of Grand Heritage Boulevard recently completed the installation of sanitary sewer lines to serve the commercial properties. The Code of Ordinances provides a process by which the City Council will accept the dedication of the public infrastructure.

***Code Excerpt***

**City of Lavon Code of Ordinances**

**Article 9.02 Subdivision Ordinance**

**Section 9.02.006 Record Drawings (as-built plans)**

Prior to the acceptance of the subdivision and within thirty (30) days of the completion of the subdivision, the engineer for the developer shall submit to the City a complete set of reproducible construction drawings twenty-four by thirty-six inches (24" x 36") of the paving, drainage, water and sanitary sewer improvements with all changes made in the plans during construction and containing on each sheet and [an] "As Built" stamp bearing the signature of the engineer and the date.

Within ten (10) days of the receipt of the "record drawings," the City Engineer shall make a recommendation for acceptance or non-acceptance of the subdivision to the City Council and a determination of review cost and the receipt of the required maintenance bond.

No final acceptance of the subdivision will be made by the City Council until these requirements have been made to the satisfaction of the City.

***Staff Notes:***

Acceptance of the dedication of infrastructure is recommended per the City Engineer's letter.

**Attachments:** 1) City Engineer Letter

February 16, 2024

Ms. Kim Dobbs  
City of Lavon  
120 School Road  
Lavon, TX 75166

Re: 78 Commercial East & West Sanitary Sewer  
Final Acceptance

Dear Ms. Dobbs:

On Wednesday, February 14, 2024, a final walkthrough of the project was conducted with representatives of the Contractor, City Inspector and City Engineer. A "punch list" was created to identify items that required completion prior to final acceptance.

The punch list items are minor and are being addressed.

Maintenance bonds have been provided.

A copy of Record Drawings has been provided.

**We recommend acceptance of the 78 Commercial East Sanitary Sewer and 78 Commercial West Sanitary Sewer project.**

The 2-year Maintenance Warranty will commence upon acceptance of the Development.

If there are any questions, please contact me at 214-503-0555 x115 or by email at [mdhill@fmi-dallas.com](mailto:mdhill@fmi-dallas.com).

Sincerely,  
FREEMAN-MILLICAN, INC.



Mark D. Hill, P.E.  
Consulting City Engineer

Attachments

Cc: David Carter, Matt Policano

F:\17024 - LAV General Servies\9 - Review\78 Commercial East\Sewer\78 Commercial East & West Sewer - Final Acceptance.docx

F:\17024 - LAV General Servies\9 - Review\78 Commercial West\78 Commercial East & West Sewer - Final Acceptance.docx



## **CITY OF LAVON**

### **Agenda Brief**

**MEETING: February 20, 2024**

**ITEM: 9**

---

**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 JANUARY 2024 ACTIVITY



## TRAFFIC STOPS

WARNINGS -84

CITATIONS -39

TRAFFIC ENFORCEMENT  
AREA -125



# 1004

# CALLS FOR SERVICE



**CRIMES AGAINST  
PERSONS** **7**

**CRIMES AGAINST  
PROPERTY** **22**

CLOSED CASES - 49

OTHER CRIMES - 5

DWI - 3

CRASHES - 7

**SPECIAL  
PROGRAMS - 15**



**SPECIAL VICTIMS  
INVESTIGATIONS -8**

**FROM THE MEN & WOMEN OF THE LAVON POLICE  
DEPARTMENT**



Previous Month ▾

Jan 1, 2024 - Jan 31, 2024 ▾

48%

FIRE

Percentage of Total Incidents

51%

EMS

Percentage of Total Incidents

107

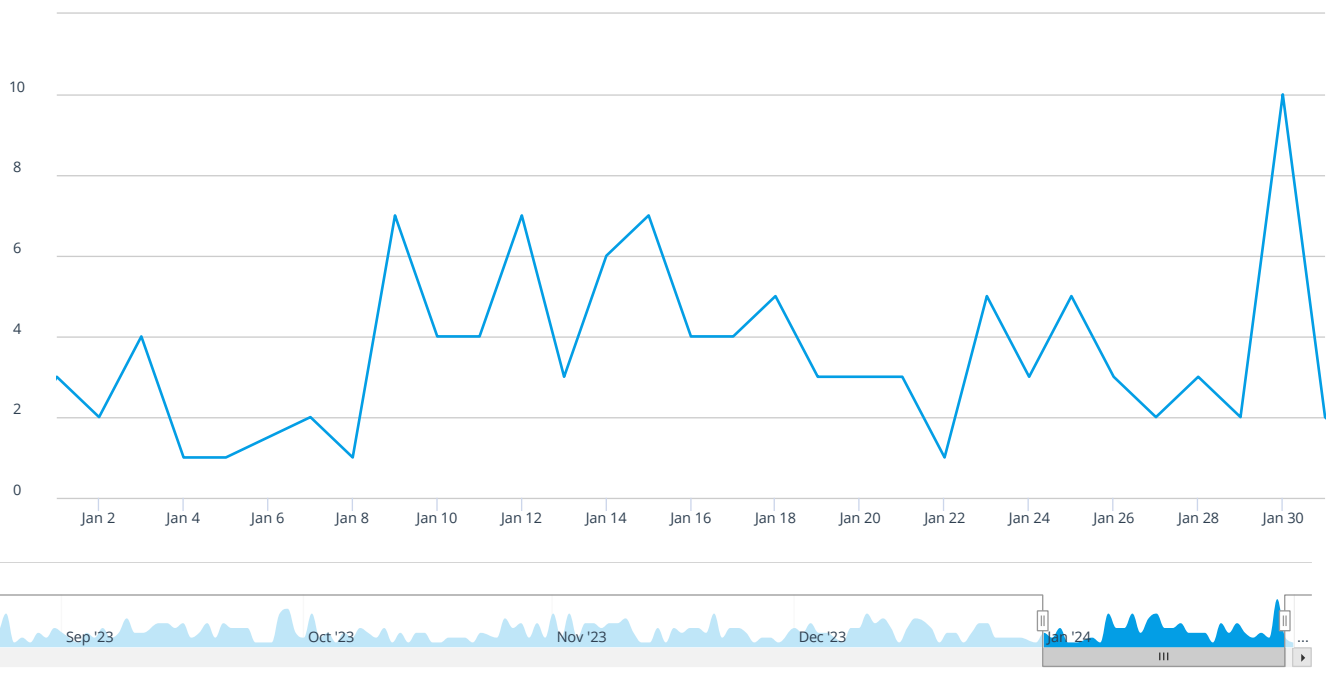
INCIDENTS

In Selected Time Slice

31

DAYS

In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	1/7/24	1/14/24	1/21/24	1/28/24	2/4/24	2/11/24	2/18/24	2/25/24	3/3/24	3/10/24	3/17/24	3/24/24	3/31/24	Total
(11) Structure Fire		2	2											4
(14) Natural vegetation fire	1													1
(32) Emergency medical service (EMS) incident	8	14	13	12	8									55
(33) Lock-In				1										1
(35) Extrication, rescue					1									1
(41) Combustible/f... spills & leaks		4	2											6
(44) Electrical wiring/equipm. problem		1												1
(46) Accident, potential accident				1										1
(51) Person in distress		1												1
(52) Water problem			2											2
(53) Smoke, odor problem		1												1
(55) Public service assistance	1	3	2	5										11
(56) Unauthorized burning	1													1
(61) Dispatched and canceled en route	1	3	1		1									6
(62) Wrong location, no emergency found	1													1

Week Ending	1/7/24	1/14/24	1/21/24	1/28/24	2/4/24	2/11/24	2/18/24	2/25/24	3/3/24	3/10/24	3/17/24	3/24/24	3/31/24	Total
(63) Controlled burning			1	1										2
(73) System or detector malfunction		3	2	2										7
(74) Unintentional system/detect... operation (no fire)			1		3									4
NULL					1									1
Total	13	32	26	22	14									107

**CITY OF LAVON**  
**BUILDING PERMITS**  
**CALENDAR YEAR 2023-2024**

PERMITS	January-2024	Calendar Year 2024	Permit Valuations	January-2023	Calendar Year 2023	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	4	4	\$3,132.00	6	6	\$250.00
SINGLE FAMILY	58	58	\$202,366.11	0	0	\$0.00
Multi-Family	74	74	\$126,804.72	0	0	\$0.00
POOLS	0	0	\$0.00	39	39	\$5,275.00
OTHERS	43	43	\$11,319.00			
* Elevon Section 1 MUD Sewer	16	16		8	8	
<b>TOTAL</b>	<b>195</b>	<b>195</b>	<b>\$343,621.83</b>	<b>53</b>	<b>53</b>	<b>\$5,525.00</b>
* first month reporting/not comulative						



# Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Director*





# Municipal Recycling Program



## Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of Lavon are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Jan-2024	Dec-2023	Nov-2023	Oct-2023	Sep-2023	Aug-2023	Jul-2023	Jun-2023	May-2023	Apr-2023	Mar-2023	Feb-2023
Homes	2,799	2,772	2,772	2,753	2,735	2,730	2,702	2,702	2,668	2,376	2,303	2,303
Resi Rcy Tonnage	51.97	46.81	52.54	39.36	25.17	61.5	49.66	48.39	58.34	34.51	53.4	45.41
Pounds / Home / Month	37.13	33.77	37.91	28.59	18.41	45.05	36.76	35.82	43.73	29.05	46.37	39.44

# Municipal Service Inquiries



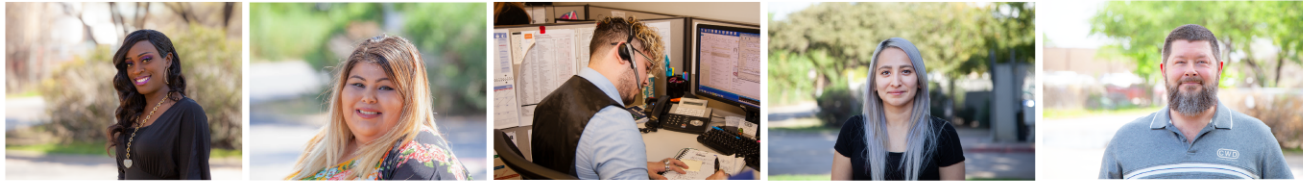
## Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Jan-2024	Dec-2023	Nov-2023	Oct-2023	Sep-2023	Aug-2023	Jul-2023	Jun-2023	May-2023	Apr-2023	Mar-2023	Feb-2023
Service Opportunities	23,104	22,884	22,884	22,710	22,537	22,490	22,238	22,238	21,987	20,576	19,943	19,943
Service Inquiries	3	9	9	9	12	36	36	30	31	36	33	16
Per 1,000 Service Opps	0.13	0.39	0.39	0.4	0.53	1.6	1.62	1.35	1.41	1.75	1.65	0.8



# Customer Service Inquiries - Detail



## Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of Lavon and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

### City Account Grievances for the Period of 01/01/02024 - 01/31/02024

Date	Account	Address	Service Type	Service Code
01/08/02024	105627-1716	400 HARDING LN		
				<b>Total : 1</b>
01/11/02024	105627-1725	519 JOHNSON DR	RESI-RECYCLE	SERVICE TRASH CART
01/25/02024	105627-1115	229 SUNSHINE LN	RESI-RECYCLE	SERVICE RCYCART
				<b>Total RESI-RECYCLE: 2</b>
				<b>Total Inquiries: 3</b>

**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**

**February 12, 2024**

**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:**

**January 2024  
820,280.45**

**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  
 January 2024

City of Lavon #18

	Collections Month of January	Cumulative Total 10/1/23 thru 1/31/24	% of Collections
<b>Current Tax Year Collections</b>			
Base M&O	579,428.82	2,589,571.36	91.11%
Base I&S	240,663.60	1,075,570.01	
Late Rendition Penalty	211.64	226.91	
P&I M&O	30.17	30.17	
P&I I&S	12.54	12.54	
P&I I&S Bond	0.00	0.00	
Attorney Fee	0.00	0.00	
Other	0.00	0.00	
Subtotal	<u>820,346.77</u>	<u>3,665,410.99</u>	91.12%
<b>Delinquent TaxYears Collections</b>			
Base M&O	(66.30)	(1,181.96)	
Base I&S	(39.99)	(747.42)	
Late Rendition Penalty	0.00	3.23	
P&I M&O	24.92	198.52	
P&I I&S	15.05	119.39	
P&I I&S Bond	0.00	0.00	
Attorney Fee	0.00	279.87	
Other	0.00	0.00	
Subtotal	<u>(66.32)</u>	<u>(1,328.37)</u>	-0.03%
<b>Combined Current &amp; Delinquent:</b>			
Base M&O	579,362.52	2,588,389.40	
Base I&S	240,623.61	1,074,822.59	
Late Rendition Penalty	211.64	230.14	
P&I M&O	55.09	228.69	
P&I I&S	27.59	131.93	
P&I I&S Bond	0.00	0.00	
Attorney Fee	0.00	279.87	
Other	0.00	0.00	
Total Collections	<u>820,280.45</u>	<u>3,664,082.62</u>	91.08%
Original 2023 Tax Levy		<u>4,022,805.95</u>	100.00%

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

Cumulative Comparative Collection Status Report  
January 2024

City of Lavon #18

	Collections thru January 2024		Collections thru January 2023	
		% Collections		% Collections
Current Tax Year Collections				
Base M&O + I&S	3,665,141.37	91.11%	2,604,378.32	86.26%
Late Rendition Penalty	226.91		411.80	
P&I M&O + I&S	42.71		550.41	
Attorney Fee	0.00		0.00	
Other	0.00		0.00	
Subtotal	3,665,410.99	91.12%	2,605,340.53	86.29%
Delinquent Tax Years Collections				
Base M&O + I&S	(1,929.38)		5,343.88	
Late Rendition Penalty	3.23		0.00	
P&I M&O + I&S	317.91		1,507.67	
Attorney Fee	279.87		1,553.45	
Other Fees	0.00		0.00	
Subtotal	(1,328.37)	-0.03%	8,405.00	0.28%
Combined Current & Delinquent:				
Base M&O + I&S	3,663,211.99		2,609,722.20	
P&I M&O + I&S	360.62		2,058.08	
Late Rendition Penalty	230.14		411.80	
Attorney Fee	279.87		1,553.45	
Other	0.00		0.00	
Total Collections	3,664,082.62	91.08%	2,613,745.53	86.57%
Adjusted 2022 Tax Levy			3,019,113.10	100.00%
Original 2023 Tax Levy	4,022,805.95	100.00%		

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

Levy Outstanding Status Report  
 January 2024

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 12/31/23	1,177,524.69	8,477.46
Base M&O + I&S Collections	820,092.42	(106.29)
Supplement/Adjustments	(1,615.51)	(1,126.37)
Write-Off	0.00	0.00
Remaining Levy as of 1/31/24	<u>355,816.76</u>	<u>7,457.38</u>
Cumulative (From 10/01/23 thru 1/31/24)		
Original 2023 Tax Levy (as of 10/01/23)	4,022,805.95	9,829.98
Base M&O + I&S Collections	3,665,141.37	(1,929.38)
Supplement/Adjustments	(1,847.82)	(4,301.98)
Write-Off	0.00	0.00
Remaining Levy as of 1/31/24	<u>355,816.76</u>	<u>7,457.38</u>

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

Monthly Distribution Report  
 January 2024

City of Lavon #18

	Distribution Month of January	Distribution 10/1/23 thru 1/31/24
Weekly Remittances:		
Week Ending 1/5/24	74,871.36	92,829.69
Week Ending 1/12/24	217,334.54	270,907.36
Week Ending 1/19/24	83,844.50	226,927.11
Week Ending 1/26/24	316,242.82	2,463,330.93
Week Ending 1/31/24	127,976.65	607,110.40
Total Weekly Remittances	<u>820,269.87</u>	<u>3,661,105.49</u>
Overpayment from Prior Month	0.00	216.01
Other	0.00	0.00
Commission Paid Delinquent Attorney	0.00	279.87
Entity Collection Fee	0.00	2,469.75
Judgement Interest	0.00	0.00
5% CAD Rendition Penalty	10.58	11.50
Total Disbursements	<u><u>820,280.45</u></u>	<u><u>3,664,082.62</u></u>
Carryover to Next Month	0.00	0.00



2833 - Lavon, City of (General Obligation Debt)

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

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

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

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

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

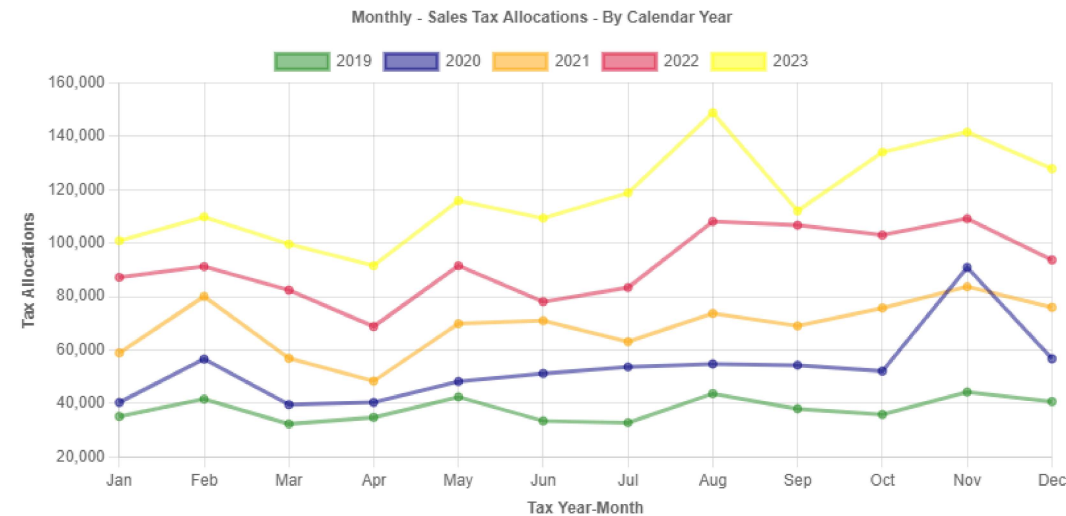
Download to Excel

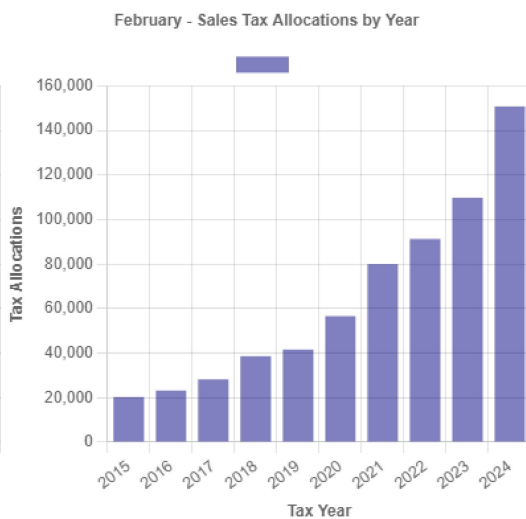
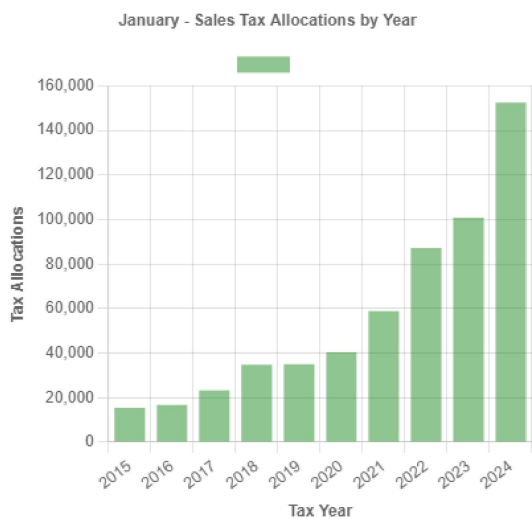
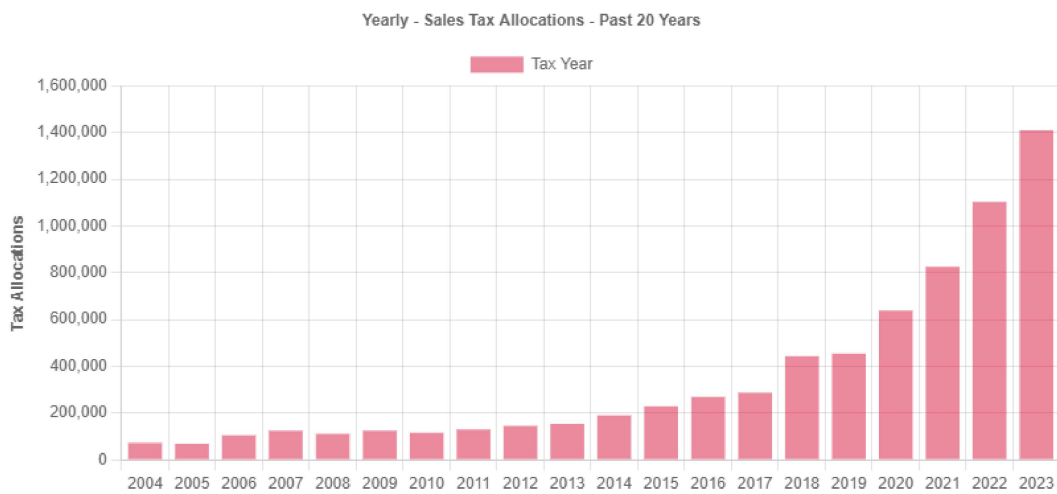
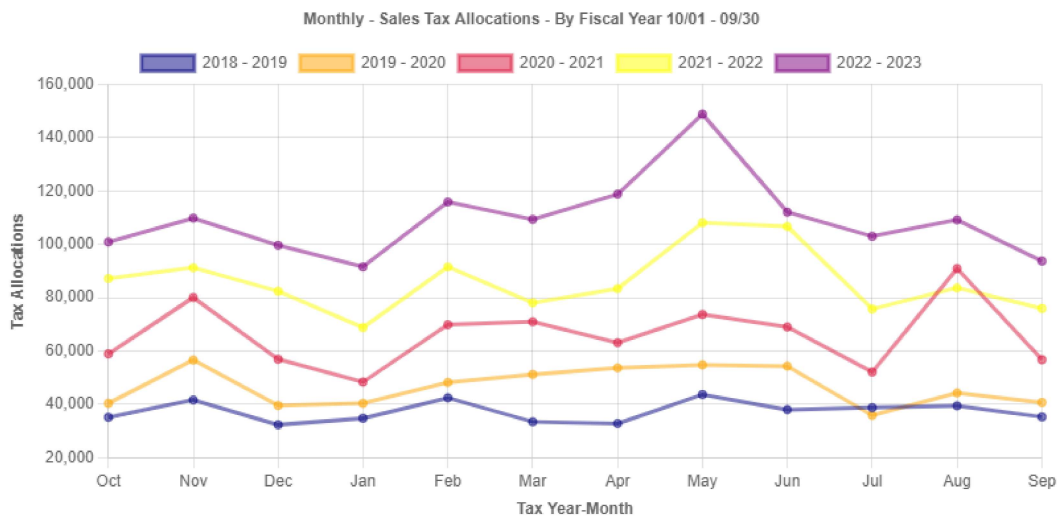
Change Fiscal Year End

09/30/2025

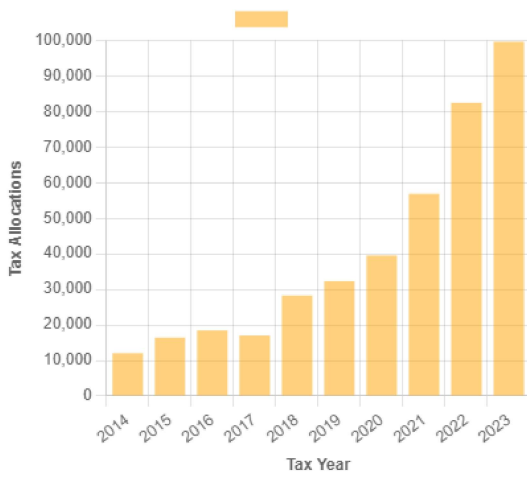
Submit

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2024	\$134,039	\$141,570	\$127,841	\$152,417	\$150,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$706,666
2023	\$102,983	\$109,154	\$93,701	\$100,881	\$109,816	\$99,622	\$91,542	\$115,892	\$109,339	\$118,823	\$148,816	\$112,044	\$1,312,613
2022	\$75,699	\$83,649	\$75,926	\$87,161	\$91,220	\$82,408	\$68,743	\$91,544	\$78,074	\$83,361	\$108,100	\$106,687	\$1,032,574
2021	\$52,096	\$90,909	\$56,718	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$790,396
2020	\$35,846	\$44,260	\$40,667	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$559,696
2019	\$38,730	\$39,419	\$35,260	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$33,403	\$32,771	\$43,642	\$37,975	\$447,367
2018	\$27,837	\$27,458	\$27,603	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$412,870
2017	\$22,849	\$24,877	\$22,304	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$274,094
2016	\$18,554	\$24,151	\$17,624	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$258,670
2015	\$16,213	\$17,336	\$16,025	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$217,559
2014	\$12,032	\$14,975	\$11,935	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$179,266
2013	\$11,166	\$15,054	\$12,518	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$153,743
2012	\$9,075	\$15,224	\$9,414	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$140,152
2011	\$8,990	\$10,146	\$10,217	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$124,980
2010	\$11,983	\$12,813	\$9,335	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$120,668
2009	\$10,655	\$14,185	\$10,830	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$125,864
2008	\$9,001	\$13,869	\$10,505	\$6,439	\$15,097	\$6,019	\$3,917	\$10,012	\$5,481	\$7,609	\$13,184	\$7,853	\$108,986
2007	\$10,725	\$14,759	\$7,398	\$6,567	\$11,434	\$7,902	\$8,989	\$13,114	\$8,797	\$7,037	\$16,120	\$10,821	\$123,662
2006	\$8,371	\$10,348	\$7,185	\$6,940	\$10,522	\$7,581	\$4,398	\$10,629	\$8,192	\$7,183	\$10,029	\$6,573	\$97,950
2005	\$5,168	\$5,637	\$4,324	\$3,686	\$4,729	\$3,046	\$3,680	\$5,722	\$5,214	\$3,911	\$6,051	\$7,280	\$58,448

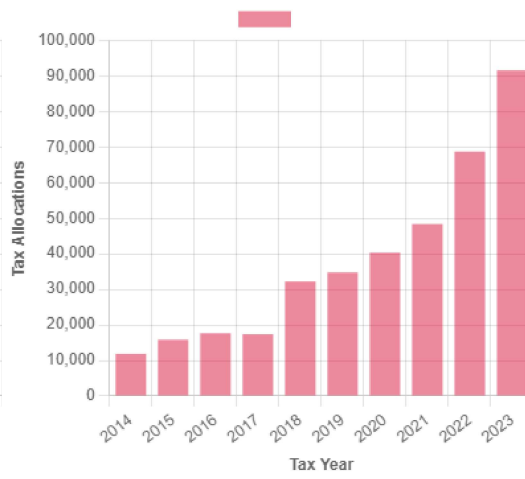




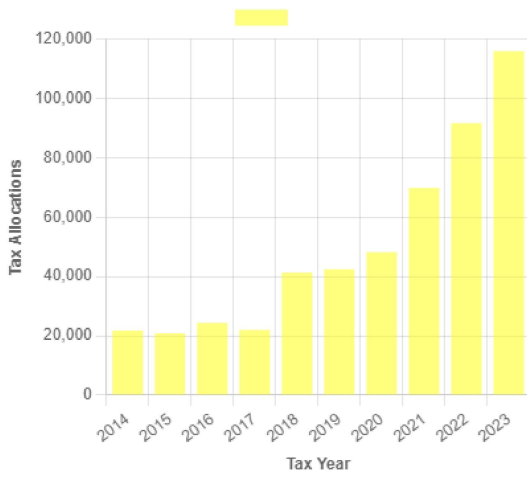
March - Sales Tax Allocations by Year



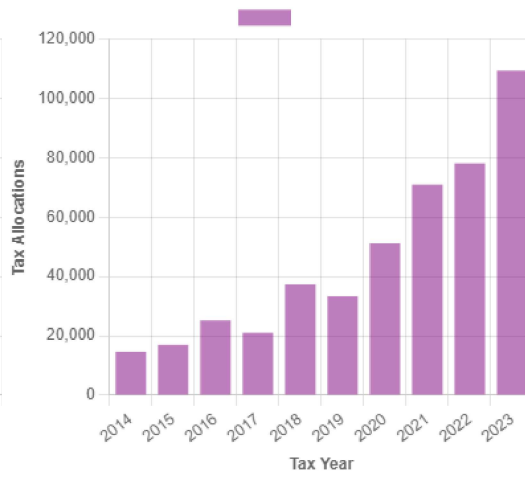
April - Sales Tax Allocations by Year



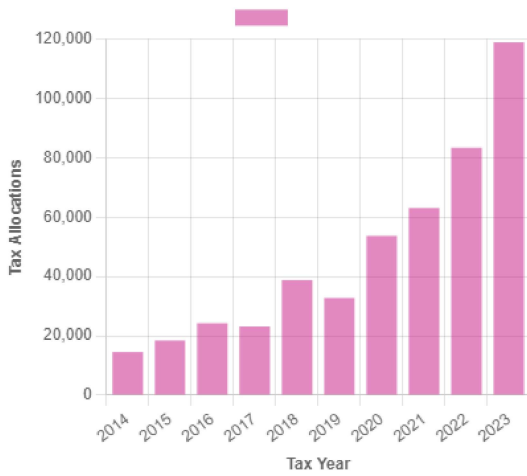
May - Sales Tax Allocations by Year



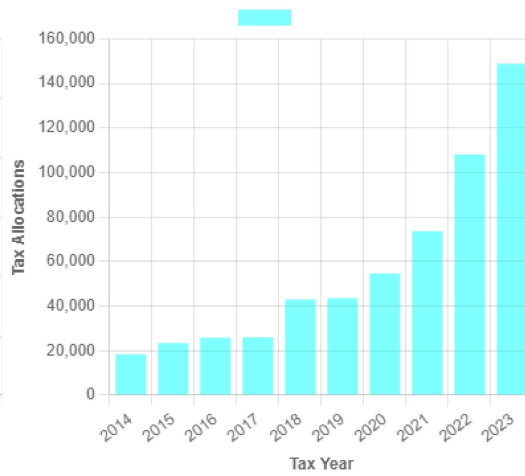
June - Sales Tax Allocations by Year



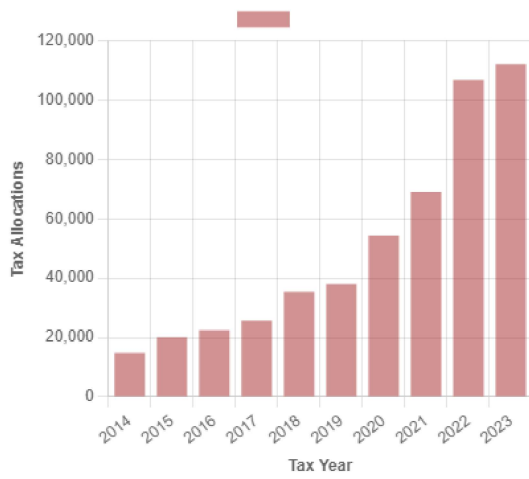
July - Sales Tax Allocations by Year



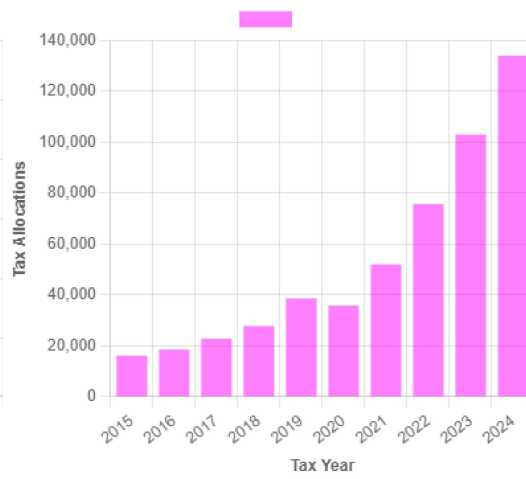
August - Sales Tax Allocations by Year



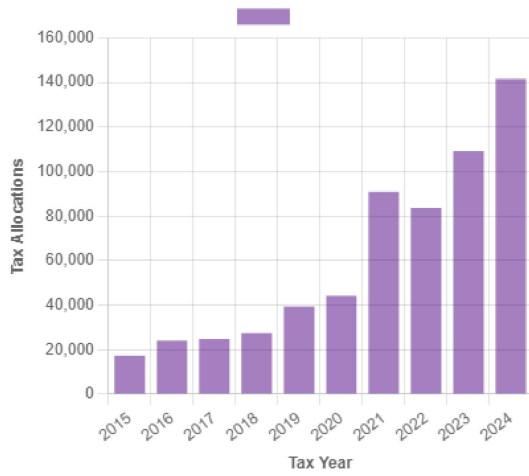
September - Sales Tax Allocations by Year



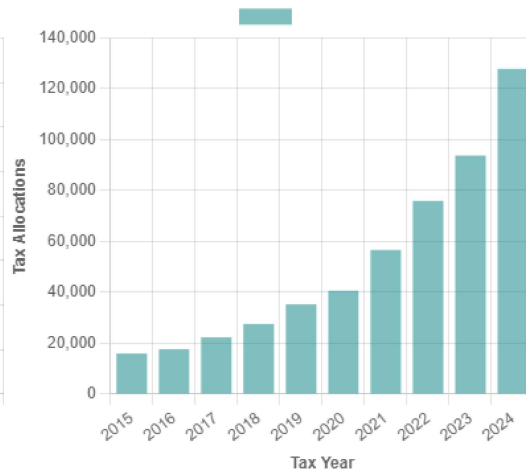
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



# City of Lavon

## Monthly Financial Report

### 1/31/2024

	Budget	YTD	Remaining	% Budget
<b>General Fund</b>				
Other Funding	5,403,531	5,403,531		
Revenue	6,415,484	2,793,561	3,621,922	43.54%
Expenses	8,820,935	2,444,522	6,376,413	27.71%
Ending Resources	2,998,079	5,752,570		
<b>Interest &amp; Sinking</b>				
Beginning Resources	732,866	732,866		
Revenue	1,191,490	62,405	1,129,085	5.24%
Expenses	1,739,270	1,423,565	315,705	81.85%
Ending Resources	185,086	(628,294)		
<b>Streets - Tax Funded</b>				
Beginning Resources	936,216	936,216		
Revenue	350,000	138,967	211,033	39.70%
Expenses	450,000	23,981	426,019	5.33%
Ending Resources	836,216	1,051,202		
<b>Streets - Fee Funded</b>				
Beginning Resources	415,570	415,570		
Revenue	-	-	-	NA
Expenses	200,000	-	200,000	0.00%
Ending Resources	215,570	415,570		
<b>Municipal Court Security</b>				
Beginning Resources	20,890	20,890		
Revenue	4,000	405	3,595	NA
Expenses	2,400	-	2,400	NA
Ending Resources	22,490	21,295		
<b>Utilities</b>				
Beginning Resources	7,320,349	7,320,349		
Revenue	4,635,694	3,094,909	1,540,785	66.76%
Expenses	7,550,760	1,334,223	6,216,537	17.67%
Ending Resources	4,405,283	9,081,035		

# City of Lavon

## General Fund Summary

### 1/31/2024

	Budget	YTD	Remaining	% Budget
<b>REVENUES</b>				
Total Taxes	3,709,084	393,265	3,315,819	11%
Total Transfers	839,000	839,000	-	100%
Total Other General Government	80,000	23,288	56,712	29%
Administration	39,000	6,000	33,000	15%
Municipal Court	3,500	1,338	2,162	38%
Police	103,500	24,594	78,906	24%
Fire	110,000	13,681	96,319	12%
Parks & Rec	500	-	500	0%
Development Services	1,530,900	1,492,396	38,504	97%
Total Revenues	6,415,484	2,793,561	3,621,922	44%
<b>EXPENDITURES</b>				
<b>OPERATIONS</b>				
Administration	880,071	309,338	570,733	35%
Non-Departmental	183,741	98,019	85,722	53%
Municipal Court	103,200	36,018	67,181	35%
Police	2,439,066	774,107	1,664,959	32%
Fire	1,543,604	455,885	1,087,719	30%
Parks & Rec	7,670	1,055	6,615	14%
Development Services	300,000	87,814	212,186	29%
Public Works	946,983	306,146	640,838	32%
Total Operations Expenditures	6,404,335	2,068,383	4,335,953	32%
<b>CAPITAL</b>				
Administration Capital Outlay	5,000	-	5,000	0%
Non-Departmental Capital Outlay	22,000	-	22,000	0%
Police Capital Outlay	409,600	285,652	123,948	70%
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	376,140	2,040,460	16%
Total Expenditures	8,820,935	2,444,522	6,376,413	28%

General Fund		ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% of BUDGET
<b>ESTIMATED BEGINNING RESOURCES</b>					
	Est. Beginning Resources - Unrestricted	1,601,084	1,601,084		100.00%
	Est. Beginning Resources - Assigned for Capita	3,802,447	3,802,447		100.00%
<b>REVENUES</b>					
<b>Taxes</b>					
10-00-4001	Property Taxes	2,811,584	144,138	2,667,445	5.13%
10-00-4040	Sales & Use Tax	700,000	239,829	460,171	34.26%
10-00-4045	Mixed Beverage Sales Tax	2,500	814	1,686	32.56%
10-00-4060	Franchise Fees	195,000	8,483	186,517	4.35%
	<b>Total Taxes</b>	<b>3,709,084</b>	<b>393,265</b>	<b>3,315,819</b>	<b>10.60%</b>
<b>Other General Government</b>					
10-00-4500	Interest Income	75,000	23,119	51,881	30.83%
10-00-4799	Miscellaneous Revenue	5,000	168	4,832	3.37%
	<b>Total Other General Government</b>	<b>80,000</b>	<b>23,288</b>	<b>56,712</b>	<b>29.11%</b>
<b>Transfers In</b>					
10-00-4801	Transfer from Utility Fund - Sewer	695,000	695,000	-	100.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000	144,000	-	100.00%
	<b>Total Transfers</b>	<b>839,000</b>	<b>839,000</b>	<b>-</b>	<b>100.00%</b>
<b>Administration</b>					
10-10-4101	PID Administrative Services	33,000	-	33,000	0.00%
10-10-4405	Building Rent - LEDC	6,000	6,000	-	100.00%
	<b>Total Administration</b>	<b>39,000</b>	<b>6,000</b>	<b>33,000</b>	<b>15.38%</b>
<b>Municipal Court</b>					
10-25-4215	Court Fees	3,500	1,338	2,162	38.23%
	<b>Total Municipal Court</b>	<b>3,500</b>	<b>1,338</b>	<b>2,162</b>	<b>38.23%</b>
<b>Police Department</b>					
10-45-4240	Police - Fines/Fees	100,000	24,080	75,920	24.08%
10-45-4245	Police - Warrant Fees/Fines	3,500	514	2,986	14.69%
10-45-4455	Grant Revenue	-	-	-	NA
	<b>Total Police Department</b>	<b>103,500</b>	<b>24,594</b>	<b>78,906</b>	<b>23.76%</b>
<b>Fire Department</b>					
10-55-4160	Fire Service Contract	110,000	13,681	96,319	12.44%
10-55-4650	Developer Contributions	-	-	-	NA
	<b>Total Fire Department</b>	<b>110,000</b>	<b>13,681</b>	<b>96,319</b>	<b>12.44%</b>
<b>Parks &amp; Rec Department</b>					
10-65-4130	Facility Rental	500	-	500	0.00%
	<b>Total Parks &amp; Rec Department</b>	<b>500</b>	<b>-</b>	<b>500</b>	<b>0.00%</b>
<b>Development Services</b>					
10-75-4271	Residential Rental Property Registration	30,000	9,200	20,800	30.67%
10-75-4305	General Permits	225,000	304,448	(79,448)	135.31%
10-75-4310	Land Use Application Fees	45,000	43,404	1,596	96.45%
10-75-4315	New Building Permits	725,000	884,675	(159,675)	122.02%
10-75-4325	Food Service Inspection Permits	5,500	4,350	1,150	79.09%
10-75-4350	OSSF Permits	400	400	-	100.00%
10-75-4355	Infrastructure Inspection Fees	500,000	245,919	254,081	49.18%
	<b>Total Development Services</b>	<b>1,530,900</b>	<b>1,492,396</b>	<b>38,504</b>	<b>97.48%</b>
<b>Total General Fund Revenues</b>		<b>6,415,484</b>	<b>2,793,561</b>	<b>3,621,922</b>	<b>43.54%</b>
<b>Total Source of Funds</b>		<b>11,819,015</b>	<b>8,197,092</b>	<b>3,621,922</b>	<b>69.36%</b>

General Fund		ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% of BUDGET
<b>EXPENDITURES</b>					
<b>Administration Services</b>					
10-10-5000	Salaries & Wages	408,000	145,397	262,603	36%
10-10-5025	Health Insurance	60,000	14,890	45,110	25%
10-10-5030	Payroll Taxes	31,212	10,905	20,307	35%
10-10-5035	Retirement	72,787	26,843	45,945	37%
10-10-5040	TWC	80	415	(335)	519%
10-10-5045	Workers Comp	615	603	12	98%
10-10-5100	Office Supplies	4,500	1,240	3,260	28%
10-10-5101	Council Supplies	1,500	136	1,364	9%
10-10-5107	Community Event Supplies	25,500	6,726	18,774	26%
10-10-5190	Office Furniture & Equipment - not cap	3,000	-	3,000	0%
10-10-5200	Phone, Internet	4,500	897	3,603	20%
10-10-5210	Electricity	6,500	2,048	4,452	32%
10-10-5220	Natural Gas	6,120	1,540	4,580	25%
10-10-5230	Water	780	99	681	13%
10-10-5401	Attorney	45,000	17,314	27,686	38%
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	8,287	27,713	23%
10-10-5510	Advertising	18,930	6,375	12,555	34%
10-10-5520	SAAS Contracts (software/app service)	25,000	4,303	20,697	17%
10-10-5540	Cleaning Service	7,000	2,094	4,906	30%
10-10-5545	Election Services	8,000	6,673	1,328	83%
10-10-5589	Sales Tax Incentive Rebate	50,000	35,375	14,625	71%
10-10-5700	Dues & Fees	6,320	3,348	2,972	53%
10-10-5720	Employee Travel	4,200	1,289	2,911	31%
10-10-5725	Employee Training	7,500	3,495	4,005	47%
10-10-5730	Staff Development	3,500	2,195	1,305	63%
	<b>Total Administration Operations</b>	<b>880,071</b>	<b>309,338</b>	<b>570,733</b>	<b>35%</b>
<b>Admin Capital Outlay</b>					
10-10-9103	Improvements	5,000	-	5,000	0%
	<b>Total Admin Capital Outlay</b>	<b>5,000</b>	<b>-</b>	<b>5,000</b>	<b>0%</b>
	<b>Total Admin Services</b>	<b>885,071</b>	<b>309,338</b>	<b>575,733</b>	<b>35%</b>
<b>Non-Departmental</b>					
10-15-5100	Office Supplies	10,000	3,989	6,011	40%
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	39,492	35,508	53%
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	15,298	17,202	47%
10-15-5601	Office Equipment Leases	4,530	2,953	1,577	65%
	<b>Total Non-Departmental Operations</b>	<b>183,741</b>	<b>98,019</b>	<b>85,722</b>	<b>53%</b>
<b>Non-Departmental Capital Outlay</b>					
10-15-9103	Improvements	22,000	-	22,000	0%
	<b>Total Non-Departmental Capital Outlay</b>	<b>22,000</b>	<b>-</b>	<b>22,000</b>	<b>0%</b>
	<b>Total Non-Departmental</b>	<b>205,741</b>	<b>98,019</b>	<b>107,722</b>	<b>48%</b>



General Fund		ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% of BUDGET
<b>Municipal Court Services</b>					
10-25-5000	Salaries & Wages	57,500	20,560	36,940	36%
10-25-5025	Health Insurance	12,000	3,641	8,359	30%
10-25-5030	Payroll Taxes	4,399	1,573	2,826	36%
10-25-5035	Retirement	10,258	3,798	6,460	37%
10-25-5040	TWC	20	65	(45)	326%
10-25-5045	Workers Comp	123	121	2	98%
10-25-5100	Office Supplies	2,000	331	1,669	17%
10-25-5402	Judge	6,450	2,138	4,313	33%
10-25-5403	Prosecutor	9,200	3,788	5,413	41%
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%
	<b>Total Municipal Court</b>	<b>103,200</b>	<b>36,018</b>	<b>67,181</b>	<b>35%</b>
<b>Police Services</b>					
10-45-5000	Salaries & Wages	1,409,000	399,165	1,009,835	28%
10-45-5025	Health Insurance	223,000	55,621	167,379	25%
10-45-5030	Payroll Taxes	107,789	30,039	77,749	28%
10-45-5035	Retirement	240,662	71,002	169,659	30%
10-45-5040	TWC	240	1,322	(1,082)	551%
10-45-5045	Workers Comp	25,456	24,948	508	98%
10-45-5100	Office Supplies	5,500	4,630	870	84%
10-45-5103	Community Policing Supplies	13,500	1,853	11,647	14%
10-45-5105	Child Abuse Interlocal - Supplies	1,500	1,500	-	100%
10-45-5125	Operating Supplies	8,500	114	8,386	1%
10-45-5155	Uniforms	12,000	2,628	9,372	22%
10-45-5160	Personal Protection Equipment	10,900	-	10,900	0%
10-45-5190	Office Furniture & Equipment - not cap	15,500	6,618	8,882	43%
10-45-5195	Tools & Equipment - not capitalized	45,000	15,986	29,014	36%
10-45-5200	Phone, Internet	35,000	7,831	27,169	22%
10-45-5210	Electricity	12,000	2,370	9,630	20%
10-45-5230	Water	1,000	164	836	16%
10-45-5240	Fuel	45,000	11,669	33,331	26%
10-45-5315	Vehicle Maintenance	40,000	9,912	30,088	25%
10-45-5325	Equipment Maintenance	5,000	1,950	3,050	39%
10-45-5465	Insurance - Law Enforcement Liability	11,834	15,855	(4,022)	134%
10-45-5520	SAAS Contracts (software/app service)	53,000	55,884	(2,884)	105%
10-45-5530	Medical Services	1,500	45	1,455	3%
10-45-5540	Cleaning Service	7,000	4,345	2,655	62%
10-45-5548	Dispatch Service	79,536	38,148	41,388	48%
10-45-5551	Inmate Boarding Contract	10,000	5,375	4,625	54%
10-45-5552	Animal Control Service	6,250	3,125	3,125	50%
10-45-5700	Dues & Fees	2,000	125	1,875	6%
10-45-5720	Employee Travel	2,200	487	1,713	22%
10-45-5725	Employee Training	9,200	1,131	8,069	12%
	<b>Total Police Operations</b>	<b>2,439,066</b>	<b>774,107</b>	<b>1,664,959</b>	<b>32%</b>
<b>Police Capital Outlay</b>					
10-45-9102	Remodel	5,000	-	5,000	0%
10-45-9104	Furnishings	36,600	3,148	33,452	9%
10-45-9220	Vehicle	310,000	281,929	28,071	91%
10-45-9221	Equipment	58,000	575	57,425	1%
	<b>Total Police Capital Outlay</b>	<b>409,600</b>	<b>285,652</b>	<b>123,948</b>	<b>70%</b>
	<b>Total Police Services</b>	<b>2,848,666</b>	<b>1,059,758</b>	<b>1,788,907</b>	<b>37%</b>

General Fund		ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% of BUDGET
<b>Fire Services</b>					
10-55-5000	Salaries & Wages	816,000	230,435	585,565	28%
10-55-5025	Health Insurance	115,000	29,938	85,062	26%
10-55-5030	Payroll Taxes	62,424	17,434	44,990	28%
10-55-5035	Retirement	141,114	42,325	98,789	30%
10-55-5040	TWC	100	859	(759)	859%
10-55-5045	Workers Comp	7,926	7,767	159	98%
10-55-5100	Office Supplies	4,000	1,965	2,036	49%
10-55-5125	Operating Supplies	15,000	12,076	2,924	81%
10-55-5155	Uniforms	15,000	(264)	15,264	-2%
10-55-5160	Personal Protection Equipment	25,000	3,231	21,769	13%
10-55-5195	Tools & Equipment - not capitalized	44,000	6,476	37,524	15%
10-55-5200	Phone, Internet	20,000	2,567	17,433	13%
10-55-5210	Electricity	12,000	1,100	10,900	9%
10-55-5220	Natural Gas	3,440	619	2,821	18%
10-55-5230	Water	1,200	167	1,033	14%
10-55-5240	Fuel	15,000	5,685	9,315	38%
10-55-5315	Vehicle Maintenance	3,000	708	2,292	24%
10-55-5316	Apparatus Maintenance	45,000	21,579	23,421	48%
10-55-5325	Equipment Maintenance	5,000	-	5,000	0%
10-55-5330	Storm Siren O&M	500	37	463	7%
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	45	24,955	0%
10-55-5536	Ambulance Service	21,000	6,247	14,753	30%
10-55-5540	Cleaning Service	3,900	1,028	2,872	26%
10-55-5547	Fire Marshal Contract	3,000	1,418	1,583	47%
10-55-5549	Fire Alarm Monitoring Service	1,000	480	520	48%
10-55-5560	Contract Labor	75,000	21,900	53,100	29%
10-55-5700	Dues & Fees	6,000	2,558	3,442	43%
10-55-5720	Employee Travel	5,000	1,428	3,572	29%
10-55-5725	Employee Training	10,000	446	9,554	4%
	<b>Total Fire Operations</b>	<b>1,543,604</b>	<b>455,885</b>	<b>1,087,719</b>	<b>30%</b>
<b>Fire Capital Outlay</b>					
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%
	<b>Total Fire Capital Outlay</b>	<b>1,528,000</b>	<b>851</b>	<b>1,527,149</b>	<b>0%</b>
	<b>Total Fire Services</b>	<b>3,071,604</b>	<b>456,737</b>	<b>2,614,868</b>	<b>15%</b>
<b>Parks &amp; Rec Department</b>					
10-65-5310	Grounds Maintenance	7,670	1,055	6,615	14%
	<b>Total Parks &amp; Rec Operations</b>	<b>7,670</b>	<b>1,055</b>	<b>6,615</b>	<b>14%</b>
<b>Parks &amp; Rec Capital Outlay</b>					
10-65-9103	Improvements	320,000	-	320,000	0%
	<b>Total Parks &amp; Rec Capital</b>	<b>320,000</b>	<b>-</b>	<b>320,000</b>	<b>0%</b>
	<b>Total Parks &amp; Rec Department</b>	<b>327,670</b>	<b>1,055</b>	<b>326,615</b>	<b>0%</b>
<b>Development Services</b>					
10-75-5570	Inspector Services	300,000	87,814	212,186	29%
	<b>Total Development Services</b>	<b>300,000</b>	<b>87,814</b>	<b>212,186</b>	<b>29%</b>

General Fund		ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% of BUDGET
<b>Public Works Services</b>					
10-80-5000	Salaries & Wages	405,500	106,333	299,167	26%
10-80-5025	Health Insurance	81,500	19,181	62,319	24%
10-80-5030	Payroll Taxes	31,021	8,130	22,890	26%
10-80-5035	Retirement	68,630	18,942	49,689	28%
10-80-5040	TWC	80	360	(280)	450%
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	2,322	(352)	118%
10-80-5155	Uniforms	3,810	1,852	1,958	49%
10-80-5195	Tools & Equipment - not capitalized	530	1,858	(1,328)	351%
10-80-5200	Phone, Internet	4,030	1,007	3,023	25%
10-80-5211	Electricity - Street Lights	74,570	25,218	49,352	34%
10-80-5230	Water	1,980	17	1,963	1%
10-80-5240	Fuel	15,000	2,705	12,295	18%
10-80-5305	Building Maintenance	5,000	24,272	(19,272)	485%
10-80-5310	Grounds Maintenance	10,260	14,879	(4,619)	145%
10-80-5315	Vehicle Maintenance	3,490	414	3,076	12%
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	2,213	4,348	34%
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	30,225	20,775	59%
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	36,751	68,250	35%
10-80-5720	Employee Travel	260	80	180	31%
10-80-5725	Employee Training	1,080	791	289	73%
	<b>Total Public Works Operations</b>	<b>946,983</b>	<b>306,146</b>	<b>640,838</b>	<b>32%</b>
	<b>Public Works Capital Outlay</b>				
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%
	<b>Total Capital Outlay</b>	<b>132,000</b>	<b>89,636</b>	<b>42,364</b>	<b>68%</b>
	<b>Total Public Works Services</b>	<b>1,078,983</b>	<b>395,782</b>	<b>683,201</b>	<b>37%</b>
<b>Total General Fund Expenditures</b>		<b>8,820,935</b>	<b>2,444,522</b>	<b>6,376,413</b>	<b>28%</b>
<b>Change in Financial Position</b>		<b>(2,405,452)</b>	<b>349,039</b>		
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>2,998,079</b>	<b>5,752,570</b>		

<b>DEBT SERVICE (I&amp;S) FUND</b>	<b>ADOPTED/ AMENDED 2023-24</b>	<b>YTD 01/2024</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>ESTIMATED BEGINNING RESOURCES</b>	732,866	732,866		100%
<b>REVENUE</b>				
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
<b>Total Revenues</b>	<b>1,191,490</b>	<b>62,405</b>	<b>1,129,085</b>	
<b>EXPENDITURES</b>				
50-10-5780 TIRZ Contribution	57,000	-	57,000	0%
50-10-5790 Debt Administration	15,000	3,895	11,105	26%
50-10-5807 Transfer to Utility Fund	581,220	581,220	-	100%
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%
<b>Total Expenditures</b>	<b>1,739,270</b>	<b>1,423,565</b>	<b>315,705</b>	
<b>Change in Financial Position</b>	<b>(547,780)</b>	<b>(1,361,160)</b>		
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>185,086</b>	<b>(628,294)</b>		

STREET FUND	Maintenance/Construction	ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% OF BUDGET
<b>Funded by Street Maintenance Sales Tax</b>					
<b>ESTIMATED BEGINNING RESOURCES</b>		936,216	936,216		100%
<b>Street Repair Fund Revenue</b>					
17-00-4041	Sales Tax - Dedicated Streets	350,000	138,967	211,033	40%
<b>Total Street Repair Fund Revenue</b>		<b>350,000</b>	<b>138,967</b>	<b>211,033</b>	
<b>Street Repair Fund Expenditure</b>					
17-80-5335	Street Maintenance	450,000	23,981	426,019	5%
<b>Total Street Repair Expenditure</b>		<b>450,000</b>	<b>23,981</b>	<b>426,019</b>	<b>5%</b>
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>836,216</b>	<b>1,051,202</b>		
<b>Funded by Annexation Fees</b>					
<b>ESTIMATED BEGINNING RESOURCES</b>		415,570	415,570		100%
<b>Street Repair Revenue</b>					
23-80-4210	Capital Recovery Fees - Lavon Farms	-	-	-	NA
31-80-4210	Annexation Fees - Trails of Lavon	-	-	-	NA
32-80-4210	Annexation Fees - Elevon	-	-	-	NA
<b>Total Street Repair Revenue</b>		<b>-</b>	<b>-</b>	<b>-</b>	
<b>Street Repair Fund Expenditure</b>					
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	-	-	-	NA
<b>Total Street Repair Expenditure</b>		<b>200,000</b>	<b>-</b>	<b>200,000</b>	
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>215,570</b>	<b>415,570</b>		

<b>MUNICIPAL COURT SECURITY FUND</b>	<b>ADOPTED/ AMENDED 2023-24</b>	<b>YTD 01/2024</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>ESTIMATED BEGINNING RESOURCES</b>	20,890	20,890		100%
<b>REVENUE</b>				
15-00-4516 Interest - IB Dedicated	-	-	-	NA
15-25-4217 Court - Building Security Fees	4,000	405	3,595	10%
<b>Total Revenues</b>	<b>4,000</b>	<b>405</b>	<b>3,595</b>	
<b>EXPENDITURES</b>				
15-25-5560 Contract Labor - Bailiffs	2,400	-	2,400	0%
<b>Total Expenditures</b>	<b>2,400</b>	<b>-</b>	<b>2,400</b>	
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>22,490</b>	<b>21,295</b>		

UTILITY FUND		ADOPTED/ AMENDED 2023-24	YTD 01/2024	REMAINING BUDGET	% OF BUDGET
<b>ESTIMATED BEGINNING RESOURCES/TRANSFERS IN</b>		7,320,349	7,320,349		100%
<b>UTILITY FUND REVENUE</b>					
<b>Administration</b>					
20-00-4520	Interest - IB Utility	16,850	12,310	4,540	73%
20-00-4521	Interest - IB Sewer Tap	12,000	22,554	(10,554)	188%
20-10-4130	Facility Rental	-	-	-	NA
20-10-4240	Police - Fines/Fees	-	6,325	(6,325)	NA
20-85-4202	Administration Fee	30,000	19,275	10,725	64%
20-85-4299	Late Fees	35,000	17,452	17,548	50%
<b>Total Administration</b>		<b>93,850</b>	<b>77,916</b>	<b>15,934</b>	<b>83%</b>
<b>Sanitary Sewer</b>					
20-85-4110	Sewer Charges	1,451,352	503,690	947,662	35%
20-85-4230	Sewer Tap Fee	1,575,000	1,602,400	(27,400)	102%
20-85-4330	Online Permit Pmts	7,500	1,083	6,417	14%
20-00-4807	Transfer from Debt Service	581,220	581,220	-	100%
<b>Total Sanitary Sewer</b>		<b>3,615,072</b>	<b>2,688,393</b>	<b>926,679</b>	<b>74%</b>
<b>Solid Waste</b>					
20-86-4115	Solid Waste Income	926,772	328,600	598,172	35%
<b>Total Solid Waste</b>		<b>926,772</b>	<b>328,600</b>	<b>598,172</b>	<b>35%</b>
<b>Total Revenue</b>		<b>4,635,694</b>	<b>3,094,909</b>	<b>1,540,785</b>	<b>67%</b>
<b>UTILITY FUND EXPENDITURES</b>					
<b>Sanitary Sewer</b>					
20-85-5210	Electricity	95,000	26,628	68,372	28%
20-85-5390	Sewer System Maintenance	65,000	2,420	62,580	4%
20-85-5590	NTMWD O&M Contract	586,260	242,039	344,221	41%
20-85-5801	Transfer to General Fund	695,000	695,000	-	100%
20-85-9422	Eleven WWTP Construction	5,000,000	-	5,000,000	0%
20-85-9423	Sewer System Improvements	200,000	4,557	195,443	2%
<b>Total Sanitary Sewer</b>		<b>6,641,260</b>	<b>970,644</b>	<b>5,670,616</b>	<b>15%</b>
<b>Solid Waste</b>					
20-86-5100	Office Supplies	8,500	12	8,488	0%
20-86-5104	Billing Supplies	12,000	6,716	5,284	56%
20-86-5190	Office Furniture & Equipment	500	-	500	0%
20-86-5515	Credit Card Contract	3,500	1,042	2,458	30%
20-86-5520	SAAS Contracts	3,500	240	3,260	7%
20-86-5595	Solid Waste Contract	675,000	187,487	487,513	28%
20-86-5785	Sales Tax	62,500	24,081	38,419	39%
20-86-5802	Transfer to General Fund	144,000	144,000	-	100%
<b>Total Solid Waste</b>		<b>909,500</b>	<b>363,579</b>	<b>545,921</b>	<b>40%</b>
<b>Total Expenditure</b>		<b>7,550,760</b>	<b>1,334,223</b>	<b>6,216,537</b>	<b>18%</b>
<b>Change in Financial Position</b>		<b>(2,915,066)</b>	<b>1,760,686</b>		
<b>ESTIMATED ENDING RESOURCES (Net)</b>		<b>4,405,283</b>	<b>9,081,035</b>		



## **SH 205 Widening Project Lavon**

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**Project:** Widening from 2 lane rural highway to 4 lane divided (Ultimate 6 lane)

**Location:** North of John King Blvd (Rockwall County line) to SH 78 in Lavon – 2.673 miles

**CCSJ:** 0451-03-013

**Duration:** 18 months

**Project Cost:** \$31,480,213

**Let Date:** 06-29-2022

**Contractor:** Sterling Delaware Holding Company

**Preconstruction Conference – October 20, 2022**

**Project Start:** Official start - November 1, 2022  
Construction start – Jan. 11, 2023 once NTMWD cleared

**Additional:** 1. This is part 1 of a 3-part project to widen SH 205 from Lavon to Terrell  
2. Last month, there was a traffic shift on SH 78. This new flow of traffic will stay for a while as crews work on the right turn lanes on SH 78 just before SH 205.

All lanes will be open to traffic for most of the project. There might be some flagging operations done between 9 a.m. to 3 p.m.

**Info:** TxDOT Public Information Office 214-320-4483



Compiled by City of Lavon  
Rev by TxDOT 06-30-2023





## SH 78 Intersection Improvement Projects

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**Project:** Intersection improvements with right and/or left turn lanes and a traffic signal.

**Location:** SH 78 at Bently Drive; SH 78 at Burnett and Main St. in Lavon

**CCSJ:** 0281-01-040

**Duration:** 6 months

**Project Cost:** \$1,995,099.00

**Let Date:** 11-16-2023

**Contractor:** XIT Paving and Construction, INC.

**Preconstruction Conference** – January 2024

**Project Start:** Construction began Feb. 6, 2024

**Additional:**

Crews are currently working to create a new traffic configuration. Geren Rd. and Business 78 are tentatively scheduled to be closed beginning in a week and will continue to be closed throughout the project. Crews will be putting out message boards to direct traffic to Lake Road this week. SH 78 traffic will need to detour to Business 78 via Lake Rd., and Geren Dr. traffic will need to detour to SH 78 via Lake Rd. during construction.

Drivers can expect daily lane closures from 9 a.m. to 3 p.m.

**Info:** TxDOT Public Information Office 214-320-4483



02-06-2024