



AGENDA
NOVEMBER 7, 2017
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING - WORK SESSION
EXECUTIVE SESSION
7:00 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ITEM FOR CONSIDERATION - APPOINTMENT

Discussion and action regarding the appointment for the unexpired term of City Council Member, Place 2, that will expire in November 2017.

4. CITIZENS COMMENTS

Citizens, who wish to address the Council, may discuss matters not on the agenda and who have not previously expressed to the Council or City Hall a desire to discuss such matters. The only response from the Council can be to request these items to be placed on a future agenda for action.

5. ITEMS OF INTEREST/COMMUNICATIONS

Members may identify community events, functions and other activities.

- LEDC Small Business Bazaar – November 25
- Tree Lighting – December 2

6. PRESENTATION

Presentation by the Nevada Volunteer Fire Department

7. WORK SESSION – TRANSPORTATION

Presentation by the North Central Texas Council of Governments (NCTCOG) and discussion of the preliminary recommendations from the Collin County Strategic Roadway Plan.

8. CONSENT AGENDA

Consent items are considered to be 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 October 17, 2017 Meeting.

9. ITEMS FOR CONSIDERATION

- A.** Discussion and action regarding the Application for Participation in the Texas Short Term Asset Reserve Program (TexSTAR), approving and authorizing the Mayor to execute the application and approving signatories for the account(s) to provide the city with an additional investment option emphasizing safety and liquidity.
- B.** Discussion and action regarding Resolution No. 2017-11-01 casting two (2) votes for the Collin Central Appraisal District Board of Directors.
- C.** Discussion and action regarding Resolution No. 2017-11-02, amending Resolution No. 2017-09-07 authorizing the Mayor to execute an Interlocal Cooperation Agreement for Public Works Services with the City of Farmersville.

- D. Discussion and action regarding Ordinance No. 2017-11-01 amending Ordinance No. 2005-06-02 regarding quiet hours for construction activities.
- E. **PUBLIC HEARING**, discussion and action regarding an application submitted by Fred Finch, Chandler Signs on behalf of owner Jonathan Kuipers, NGREHC, LLC, for a variance to Ordinance No. 2003-04-01, Sign Ordinance, Section 17 Prohibited Signs, to permit an “Illuminated Sign” at 410 SH 78, Lavon, Texas near the intersection of SH 78 and Lake Road. (*continued* from October 17, 2017).
- F. Discussion and action regarding water utility rate increase.

10. EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code (Open Meetings Law), the City Council may meet in a closed Executive Session pursuant to applicable laws. Pursuant to the following designated sections of Texas Government Code, Annotated, Subchapter 551, the Council will enter into executive session to discuss the following items:

- a) Section 551.074 [Personnel Matters] for annual evaluation of the City Administrator/City Secretary

11. RECONVENE INTO REGULAR SESSION

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

12. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS

Council Members and staff may request items be placed on a future agenda or request a special meeting.

- November 21 – Canvass Election Results
- Holiday Meeting Schedule

13. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

This is to certify that this Agenda was duly posted at City Hall and on the City’s website at www.cityoflavon.com on or before 6:00 PM on November 3, 2017.



Kim Dobbs, City Administrator | City Secretary



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 3

Item:

Discussion and action regarding the appointment for the unexpired term of City Council Member, Place 2, that will expire in November 2017.

Background:

On October 5, 2017, the City received notice that Donnie Spradlin, Council Member – Place 2 had moved out of the City creating a vacancy on the City Council pursuant to Texas Local Government Code (LGC) Section 22.041 (a). The Texas LGC further provides that the City Council, by majority vote, may fill the vacancy by appointment to serve the unexpired term, which will expire with the November 7, 2017 General Election.

Code Excerpt:

Texas Local Government Code, Section 22.010

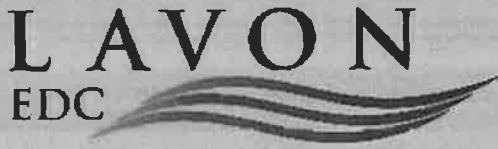
Sec. 22.010. FILLING VACANCY ON GOVERNING BODY OR IN OTHER MUNICIPAL OFFICE. (a) If for any reason a single vacancy exists on the governing body of the municipality, a majority of the remaining members, excluding the mayor, may fill the vacancy by appointment unless an election to fill the vacancy is required by Article XI, Section 11, of the Texas Constitution. The mayor may vote on the appointment only if there is a tie.

(b) The person appointed to fill the vacancy serves until the next regular municipal election.

The position of City Council Member – Place 2 is on the November 7, 2017 General Election ballot. Candidate Mike Cook is running unopposed for Place 2.

If appointed on November 7, Mr. Cook would be able to participate in the November 7 meeting prior to the canvass of the votes scheduled to occur on November 21, 2017.

November 1, 2017



Small Business Saturday “Christmas Bazaar”

Saturday, Nov. 25, 2017
Lavon City Hall & Pavilion
Noon – 5pm
Set-up 10am

Be part of the local businesses celebrating the upcoming holiday by displaying your goods and/or services to the residents of Lavon and surrounding areas!

Booth availabilities:

6X8 in Gymnasium
10X10 (outside) under Pavilion
with table-\$25
w/o table-\$15

Contact Micki Hollien at 214-934-7190 or Micki.hollien@lavonedc.com for further information.

Applications available on the EDC web site (*click “Small Business” twice*), can be mailed to 120 School Rd, Lavon, TX 75166 with your payment (cash or check) or dropped off at the EDC office (at Lavon City Hall) M-W-F 10am to 3pm



*The City of Lavon's
Annual*

Christmas Tree Lighting

Saturday, December 2nd

6:00PM

Christmas Carols by Edge Middle School Choir

Followed by

Refreshments and a visit from Santa



Rain or Shine

Lavon City Hall 120 School RD



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 7

Item:

WORK SESSION – TRANSPORTATION

Presentation by the North Central Texas Council of Governments (NCTCOG) and discussion of the preliminary recommendations from the Collin County Strategic Roadway Plan.

Presentation:

Jeff Neal, Program Manager, NCTCOG will provide a summary of the preliminary recommendations from the Collin County Strategic Roadway Plan (CCSRP), describe the current context of the recommendations, discuss next steps to integrate the recommendations into the upcoming metropolitan transportation plan, and determine next steps for initiating an expanded public involvement process and defining potential corridor options for the eventual environmental study.

Background:

Collin County and the North Central Texas Council of Governments (NCTCOG) have dedicated considerable resources to study and discuss transportation planning in Collin County and surrounding areas that impact the quality of life of Lavon residents. City of Lavon staff have attended regular planning meetings over the last 18 months where information and updates have been provided relating to transportation planning efforts.

The CCSRP is a comprehensive plan to identify major transportation needs that may improve mobility and accommodate future growth in the area east of the US 75 corridor. The CCSRP contemplates connections to/from Collin County and Dallas, Rockwall and Hunt Counties. An information sheet regarding the CCSRP is included in the meeting packet.

The Mobility 2045 Plan represents the Metropolitan Transportation Plan for the Dallas-Fort Worth metropolitan area, including Lavon, and is a comprehensive, multimodal “blueprint” for transportation systems and services aimed at meeting the mobility needs of the area through the next 20+ years. Plans, projects, programs, and policies are proposed as transportation recommendations that reflect solutions to improve the overall quality of life for residents in the Dallas-Fort Worth area. An information sheet regarding Mobility 45 is included in the meeting packet.

Information regarding plan recommendations may be downloaded at:
<http://www.nctcog.org/trans/ccsrp/>

It is important to note that the CCSRP has identified several critical transportation needs for the future. As with any preliminary plan, the concepts to address those needs are little more than lines on a map at this point fed into a travel demand modeling process. Incorporating these concepts into the Mobility 2045 Plan simply provides the authorization for TxDOT and/or other transportation partners to begin their formal environmental study.

Attachments: Description - Collin County Strategic Roadway Plan (CCSRP)
Description - Mobility 2045 Metropolitan Transportation Plan (Mobility 2045)

November 1, 2017



Collin County Strategic Roadway Plan (CCSRP)

Study Overview

As part of the Strategic Corridor Initiatives identified in the [Unified Planning Work Program](#), NCTCOG staff is assisting Collin County with developing this comprehensive plan to identify major transportation needs that may improve mobility and accommodate future growth in the area east of the US 75 corridor. As previously identified in [Mobility 2040: The Metropolitan Transportation Plan for North Central Texas](#), the CCSRP will evaluate possible north-south roadway connections to/from Dallas and Rockwall counties, as well as east-west roadway connections to/from Hunt and Rockwall counties. Work efforts associated with this plan include: travel demand modeling; reports on future traffic volumes, origin-destination analyses, and other travel characteristics; technical memorandum summarizing methodologies and results; and presentations to local government elected officials, technical staff, and communities.

Current Status

NCTCOG staff is conducting outreach with elected officials and technical staff of local governments throughout Collin County to identify a range of conceptual roadway alignment alternatives to be analyzed in more detail in future environmental studies. Once consensus has been reached on these potential alternatives, the next phase of this study will then focus on extensive outreach to the public and other interested parties. This effort is a precursor to any corridor-specific environmental assessment process.

NCTCOG staff will be updating this web page on a regular basis and is currently developing a Questions and Answers (Q&A) section. Updates will include notification of future public meeting to obtain input and feedback on preliminary recommendations and development of alternative options, as appropriate.

Related Maps

[CCSRP Overview Map](#)

[CCSRP North-South Corridors Map](#)

[CCSRP East-West Thoroughfare Maps](#)

List of Outreach Meetings

Local Government Coordination Meeting, September 29, 2017

[Agenda / Presentation](#)

Local Government Coordination Meeting, June 1, 2017

[Agenda / Presentation](#)

Local Government Coordination Meeting, March 31, 2017

[Agenda / Presentation](#)

Local Government Coordination Meeting, February 16, 2017

[Agenda / Presentation](#)

Other Links

[Collin County Mobility Projects](#)

[Mobility 2040](#)

[US 380 Feasibility Study](#)

Study Contacts

[Jeff Neal](#)

Program Manager

Phone: (817) 608-2345

[Chris Reed](#)

Senior Transportation Planner

Phone: (817) 695-9271

Mobility 2045: The Metropolitan Transportation Plan for North Central Texas



The plan for transportation connectivity in North Central Texas.

A core function of the North Central Texas Council of Governments (NCTCOG) is developing and maintaining a metropolitan transportation plan. NCTCOG coordinates with cities, counties, transportation partners, and the public to plan road, transit, bicycle, pedestrian, and other mobility improvements in North Texas.

As the designated Metropolitan Planning Organization for the Dallas-Arlington-Fort Worth area, NCTCOG is required to maintain a long-range transportation plan that defines a path for the region's multimodal transportation system. The plan also guides expenditures of state and federal transportation funds over the next 20-plus years.

Mobility 2045 development is currently underway, and will be the product of a comprehensive, cooperative, and continuous planning effort. Providing a variety of transportation options now and into the future is essential to creating a high quality of life in the Dallas-Arlington-Fort Worth area.

Presentations:

[April 28, 2017 Surface Transportation Technical Committee \[PDF\]](#)
[May 9, 10 and 15 Public Meetings \[PDF\]](#)
[May 11, 2017 Regional Transportation Council \[PDF\]](#)
[May 26, 2017 Surface Transportation Technical Committee \[PDF\]](#)
[August 25, 2017 Surface Transportation Technical Committee \[PDF\]](#)
[Sept. 14, 2017 Regional Transportation Council \[PDF\]](#)
[Sept. 22, 2017 Surface Transportation Technical Committee \[PDF\]](#)
[Oct. 10, 11 and 16 Public Meetings \[PDF\]](#)
[Oct. 12, 2017 Regional Transportation Council \[PDF\]](#)

Español



Minutes
October 17, 2017
City of Lavon City Council
Lavon City Hall, 120 School Rd., Lavon, TX
Regular Meeting – Public Hearing
7:00 P.M.

ATTENDING: CHUCK TESKE, MAYOR
VICKI SANSON, PLACE 1
KAY WRIGHT, PLACE 3
MATT CHILDERS, MAYOR PRO TEM, PLACE 4

ABSENT: MINDI SERKLAND, PLACE 5

1. **MAYOR TESKE CALLED THE MEETING TO ORDER AT 7:18 P.M. AND ANNOUNCED A QUORUM PRESENT.**

2. **MAYOR TESKE LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND DELIVERED THE INVOCATION.**

3. **CITIZENS COMMENTS**

John Kell, 507 Avery Pt., asked the council to consider amending Ordinance No. 2005-06-02 regarding quiet hours for construction vehicles, specifically for concrete trucks.

4. **ITEMS OF INTEREST/COMMUNICATIONS**

Ms. Dobbs informed the Council about the Fall Festival on October 21, about the LEDC Small Business Saturday “Christmas Bazaar” on November 25, 2017 Noon-5 pm at City Hall and Early voting from October 23 –November 25.

Mayor Teske advised that Place 2 Council member Donnie Spradlin recently moved out of the City of Lavon.

5. **CONSENT AGENDA**

A. Approve the Minutes of the September 19, 2017 Meeting.

B. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 08/31/2017 and authorize the payment of invoices included therein.

C. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 09/30/2017 and authorize the payment of invoices included therein.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: SANSON

APPROVED: UNANIMOUS

Absent: SERKLAND

6. **STAFF REPORTS**

A. **Police Department.** Police Chief Mike Jones provided a report regarding: 1) Police Department statistics for September 2017; 2) Recap of National Night Out

B. **Fire Marshal.** Police Chief Mike Jones provided a report regarding: 1) EMS transition from ETMC to ParamedicsPlus; Ms. Sanson asked if there had been any recent developments regarding the NVFD stipend program. Ms. Dobbs responded there had not.

- C. **Public Works.** Mr. Mancias provided a report regarding: 1) general public works and street maintenance; 2) TxDOT projects report, 3) code enforcement activities and 4) sanitary sewer system maintenance report.
- D. **Administration.** Ms. Dobbs provided a report regarding: 1) Financial Outlook, 2) Building Permits Report, 3) August 2017 Recycling Services summary, 4) the City's Application for a Sanitary Sewer CCN, 5) Animal Control Services Report, 6) Collin County Monthly Tax Collection Report and 7) Sales Tax Report.

7. ITEMS FOR CONSIDERATION

- A. **PUBLIC HEARING and Discussion and action regarding an application submitted by Fred Finch, Chandler Signs on behalf of owner Jonathan Kuipers, NGREHC, LLC, for a variance to Ordinance No. 2003-04-01, Sign Ordinance, Section 17 Prohibited Signs, to permit an "Illuminated Sign" at 410 SH 78, Lavon, Texas near the intersection of SH 78 and Lake Road.**

Mayor Teske opened the public hearing at 7:38 p.m. Ms. Dobbs provided information regarding the application for a sign permit, why the permit was not granted and the application for a variance submitted for the new dentist office located at 410 SH 78. James Stafford, for the owner, presented information relating to the variance sought. Mr. Stafford introduced applicant Fred Finch, Chandler Signs. Mr. Stafford and Mr. Finch provided information about the proposed sign that would be illuminated and have changing images. Chief Jones expressed his concerns regarding the public safety implications of placing the requested sign in the specific location requested at the intersection of SH 78 and Lake Road, at what he characterized as one of the busiest intersections in the City.

Ms. Sanson also expressed concerns regarding public safety and the potential driver distraction of that could be caused by the proposed sign. Mr. Finch offered that they could provide limitations to the frequency and duration of the changing images. Mr. Stafford suggested looking at guidelines from other cities. Mayor Teske offered that the applicant indicated their desire to continue the public hearing to submit additional information, samples and restrictions regarding the sign and variance.

The public hearing was continued to the November 7, 2017 regular meeting and no action was taken regarding the application.

- B. **Discussion and action regarding acceptance of the Traditions at Grand Heritage West addition.**

Ms. Dobbs advised that with a few exceptions noted by the City Engineer in his October 11, 2017 letter recommending acceptance of the subdivision, the developer had satisfied and the City inspected the punch list items. Jim Douglas, Douglas Properties, Inc., acknowledged that he had received the letter identifying the conditions and that the developer would resolve the remaining items. Mr. Douglas advised that he understood that building permits would be withheld if the conditions are not satisfied within sixty (60) days.

MOTION: ACCEPT THE TRADITIONS AT GRAND HERITAGE WEST ADDITION PROVIDED THAT THE DEVELOPER SATISFY THE CONDITIONS NOTED IN THE OCTOBER 11, 2017 LETTER FROM DENNIS LANG, P.E., CITY ENGINEER: 1) INSTALL A TYPE A HEADWALL ON THE PIPE THAT OUTFALLS INTO THE CHANNEL WITH CONCRETE SPLASH PAD IN THE CHANNEL AND UP THE SOUTH BANK TO PREVENT EROSION, 2) EXTEND GUARDRAIL BEYOND THE SAID PIPE OUTFALL (EXTEND ABOUT THE SAME LENGTH AS THE ONE THAT HAS ALREADY BEEN BUILT), AND 3) BUILD SOMETHING TO PERMANENTLY STABILIZE THE STEEP SLOPE BETWEEN THE Y-INLET AND THE FENCE.

MOTION MADE: WRIGHT
SECONDED: SANSON
APPROVED: UNANIMOUS
 Absent: SERKLAND

- C. Discussion and action regarding Ordinance No. 2017-10-01 approving the 2017 Tax Roll Summary for the City of Lavon as presented by the Collin County Tax Assessor Collector's Office.

MOTION: APPROVE ORDINANCE NO. 2017-10-01 APPROVING THE 2017 TAX ROLL SUMMARY FOR THE CITY OF LAVON AS PRESENTED BY THE COLLIN COUNTY TAX ACCESSOR COLLECTOR'S OFFICE.

MOTION MADE: WRIGHT
SECONDED: SANSON
APPROVED: UNANIMOUS
Absent: SERKLAND

- D. Discussion and action regarding Resolution No. 2017-10-01 approving the investment policy for public funds as adopted by Resolution No. 2016-09-01 and amended.

Ms. Dobbs informed the Council that Chapter 2256 of the Texas Government Code requires that the investment policy be reviewed and approved annually and pointed out the minor amendments to the policy in the red-lined version provided in the meeting packets.

MOTION: APPROVE RESOLUTION NO. 2017-10-01 APPROVING THE INVESTMENT POLICY FOR PUBLIC FUNDS AS ADOPTED BY RESOLUTION NO. 2016-09-01 AND AMENDED.

MOTION MADE: CHILDERS
SECONDED: WRIGHT
APPROVED: UNANIMOUS
Absent: SERKLAND

- E. Discussion and action regarding Resolution No. 2017-10-02 approving a lease with Motorola Solutions for radio equipment.

Chief Jones described the Collin County mandate for updating the public safety radios and the purchasing cooperative providing current pricing. Ms. Wright noted and Chief Jones confirmed that this program update had been discussed for several years and that the Council had dedicated funds incrementally for the anticipated purchase.

MOTION: APPROVE RESOLUTION NO. 2017-10-02 APPROVING A LEASE WITH MOTOROLA SOLUTIONS FOR RADIO EQUIPMENT.

MOTION MADE: SANSON
SECONDED: WRIGHT
APPROVED: UNANIMOUS
Absent: SERKLAND

- F. Discussion and action regarding Resolution No. 2017-10-03 approving a Wastewater Facilities Installation Policy.

The Council received information regarding the proposed policy intended to anticipate future service needs, secure the integrity of the existing system and provide an equitable method for system expansion.

MOTION: APPROVE RESOLUTION NO. 2017-10-03 APPROVING A WASTEWATER FACILITIES INSTALLATION POLICY.

MOTION MADE: CHILDERS
SECONDED: WRIGHT
APPROVED: UNANIMOUS
Absent: SERKLAND

- G. Discussion and action regarding Resolution No. 2017-10-04 approving and authorizing the City Administrator to execute a letter agreement regarding participation in the Southeast Lake Lavon Regional Wastewater System Feasibility Study, Lavon's share of which is estimated not to exceed \$49,284.

Ms. Dobbs provided a brief recap of meetings conducted over the last year with the North Texas Municipal Water District (NTMWD) and the Cities of Rockwall, Wylie, Fate and Farmersville where the need and opportunities for a long-term regional wastewater treatment system were discussed. Eventually, the Cities of Lavon, Rockwall, Fate and Wylie provided population projections and NTMWD evaluated the potential service scenarios to draw up and present a scope of work for a feasibility study. It was noted that additional cities and entities could possibly become customers or partners in the system.

MOTION: APPROVE RESOLUTION NO. 2017-10-03 APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LETTER AGREEMENT REGARDING PARTICIPATION IN THE SOUTHEAST LAKE LAVON REGIONAL WASTEWATER SYSTEM FEASIBILITY STUDY, LAVON'S SHARE OF WHICH IS ESTIMATED NOT TO EXCEED \$49,284.

MOTION MADE: CHILDERS
SECONDED: SANSON
APPROVED: UNANIMOUS
Absent: SERKLAND

H. Discussion and action regarding Resolution No. 2017-10-05 authorizing the Mayor to execute an Interlocal Dispatch Services Agreement with Collin County for FY 2017-18 as amended.

Information regarding the proposed revision requested by Collin County to the previously approved agreement was presented.

MOTION: APPROVE RESOLUTION NO. 2017-10-05 AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL DISPATCH SERVICES AGREEMENT WITH COLLIN COUNTY FOR FY 2017-18, AS AMENDED.

MOTION MADE: WRIGHT
SECONDED: SANSON
APPROVED: UNANIMOUS
Absent: SERKLAND

I. Discussion and action regarding Resolution No. 2017-10-06 authorizing the Mayor to execute an Interlocal Cooperation Agreement for Police Services with the City of Nevada.

Chief Jones and Ms. Dobbs provided information on the proposed agreement and program. Ms. Wright noted that the program was discussed in detail during the budget work sessions. Mayor Teske expressed support for the program.

MOTION: APPROVE RESOLUTION NO. 2017-10-06 AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR POLICE SERVICES WITH THE CITY OF NEVADA.

MOTION MADE: WRIGHT
SECONDED: SANSON
APPROVED: UNANIMOUS
Absent: SERKLAND

J. Discussion and action regarding Resolution No. 2017-10-07 approving the 2017 Annual Service Plan Updates – Part 1 of the Heritage Public Improvement District #1 (Residential).

Abdi Yassin, Vice President, MuniCap, Inc. presented the updated annual service plan. Mr. Yassin noted that the Plan Update was being presented in two separate parts and that the second part would be submitted for consideration on the next regular meeting agenda. Mr. Yassin advised that the Part 1 update pertained to existing 865 lots platted in 2009 and that Part 2 would pertain to new lots recently platted. Mr. Yassin further explained that a second bond issue would be presented at some point for infrastructure benefitting the Part 2 lots.

MOTION: APPROVE RESOLUTION NO. 2017-10-07 APPROVING THE 2017 ANNUAL SERVICE PLAN UPDATES – PART 1 OF THE HERITAGE PUBLIC IMPROVEMENT DISTRICT #1 (RESIDENTIAL)

MOTION MADE: CHILDERS

SECONDED: SANSON

APPROVED: UNANIMOUS

Absent: SERKLAND

8. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS

The next meeting will be on November 7, 2017 at 7:00 p.m. Mayor Teske asked that Mr. Kell's request be placed on the agenda.

9. MAYOR TESKE ADJOURNED THE CITY COUNCIL MEETING AT 8:27 PM.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on this 7th day of November, 2017.

Charles A. Teske, Jr.
Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 9-A

Item:

Discussion and action regarding the Application for Participation in the Texas Short Term Asset Reserve Program (TexSTAR), approving and authorizing the Mayor to execute the application and approving signatories for the account(s) to provide the city with an additional investment option emphasizing safety and liquidity

Background:

The City has an opportunity to diversify the City's resources and possibly obtain a higher interest rate on deposits by participating in TexSTAR, a Texas Public Funds Investment Pool. The Pool can only invest in authorized investments under the Public Funds Investment Act. Presently, the City's deposits earn an average interest rate of roughly 0.05%.

Investing with TexSTAR is permitted in accordance with the City's adopted Investment Policy. The deposits will remain liquid and are easily accessible. An information packet and recent newsletter are enclosed herein that provide more detailed information.

Attachments:

1. Application for Participation in TexSTAR
2. TexSTAR Monthly Newsletter -September
3. TexSTAR Information Statement
4. Correspondence regarding TexSTAR

November 1, 2017



APPLICATION FOR PARTICIPATION IN TexSTAR

The undersigned local government (Applicant) applies and agrees to become a Participant in the Texas Short Term Asset Reserve Program (TexSTAR).

- 1. Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on November 7, 2017:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas local governments in the Texas Short Term Asset Reserve Program (TexSTAR) in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in TexSTAR and to enter into the participation agreement authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in TexSTAR attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

- 2. Agreement.** Applicant agrees with other TexSTAR Participants and the TexSTAR Board to the Terms and Conditions of Participation in TexSTAR, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Terms and Conditions of Participation.

- 3. Taxpayer Identification Number.** Applicant's taxpayer identification number is 75-2004104

- 4. Contact Information.**

Applicant primary mailing address: P.O. Box 340, Lavon, TX 75166

Applicant physical address (if different): 120 School Rd., Lavon, TX 75166

Applicant main phone number: 972-843-4220

Applicants main fax number: 972-843-0397

- 5. Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Charles A. Teske, Jr. Title: Mayor

Signature: _____ Phone: 972-843-4220

Email: mayor.teske@cityoflavon.org

2. Name: Kim Dobbs Title: City Administrator/City Secretary
 Signature: _____ Phone: 972-843-4220
 Email: kim.dobbs@cityoflavon.org

3. Name: LeAnn McClendon Title: Municipal Services Coordinator
 Signature: _____ Phone: 972-843-4220
 Email: leann.mcclendon@cityoflavon.org

4. Name: Rae Norton Title: Administrative Assistant
 Signature: _____ Phone: 972-843-4220
 Email: rae.norton@cityoflavon.org

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Kim Dobbs

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Diane Cuellar Title: Accounting Administrator
 Signature: _____ Phone: 972-843-4220
 Email: diane.cuellar@cityoflavon.org

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

DATED _____

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

City of Lavon, Texas
 (NAME OF ENTITY/APPLICANT)

SIGNED BY:

 (Signature of official)

Charles A. Teske, Jr., Mayor
 (Printed name and title)

ATTESTED BY:

 (Signature of official)

Kim Dobbs, City Administrator/City Secretary
 (Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

 AUTHORIZED SIGNER V082011



Monthly Newsletter - September 2017

Performance

As of September 30, 2017

Current Invested Balance	\$5,841,986,573.82
Weighted Average Maturity (1)	27 Days
Weighted Average Maturity (2)	91 Days
Net Asset Value	1.000022
Total Number of Participants	848
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$5,295,682.23
Management Fee Collected	\$289,284.71
% of Portfolio Invested Beyond 1 Year	7.99%
Standard & Poor's Current Rating	AAAm

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

September Averages

Average Invested Balance	\$5,866,176,283.59
Average Monthly Yield, on a simple basis	1.0384%
Average Weighted Average Maturity (1)*	28 Days
Average Weighted Average Maturity (2)*	92 Days

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

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

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

New Participants

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

★ Town of Annetta

★ Coleman County

Holiday Reminder

In observance of **Columbus Day**, TexSTAR will be closed on **Monday, October 9, 2017**. All ACH transactions initiated on Friday, October 6th, will settle on Tuesday October 10th. Please plan accordingly for your liquidity needs.

Economic Commentary

The third quarter was dominated by a multitude of factors: geopolitical tensions flared between the U.S. and North Korea; political concerns in Europe increased as the results of the German elections showed a Merkel win, but her conservative alliance lost ground; the announcement of a potential tax reform plan in Washington; and multiple natural disasters globally. The global economy grew at its fastest pace since the recovery, with over 80% of countries reporting higher year-over-year GDP growth. In the U.S., 2nd quarter GDP growth was revised upward and inflation surprised to the upside in September after five consecutive down months, leading market participants to increase expectations of an additional rate hike this year. Over the quarter, the White House and Congress focused their efforts on Healthcare and averting the debt ceiling, which they extended to be re-addressed again in December. The next agenda item is tax reform, which the Republicans would like to pass by year-end.

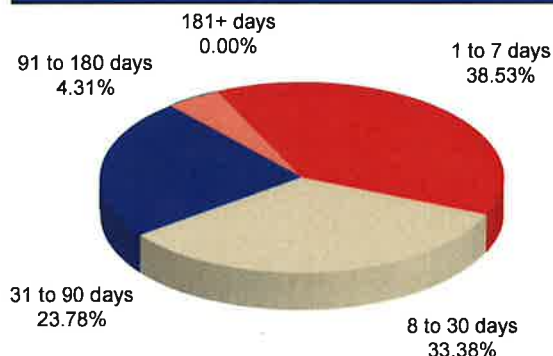
The Federal Reserve (Fed) kept rates unchanged at 1.00%-1.25% at its September Federal Open Market Committee (FOMC) meeting. Consistent with market expectations, the Fed also announced that balance sheet normalization would begin on October 1st. The committee will stop reinvesting the proceeds from Treasury and mortgage securities at a maximum run-off rate of \$10 billion per month initially, accelerating at three-month intervals to \$50 billion per month. The committee lowered its outlook on core inflation but prepared the market for one more rate hike this year, and forecast three rates hikes in 2018. The unemployment rate estimates continued to be revised down for the next few years and the median long-run Fed Funds rate was lowered from 3% to 2.75%. We expect the Fed to raise rates in December, supported by both higher growth and higher inflation. We still think synchronous global growth, tepid global inflation and very slow policy normalization are the dominant market themes. Global growth is arguably even stronger than three months ago, and is the strongest since the recovery. Cyclical inflation, which has been stubbornly stuck at low levels, may be poised to move higher. In the U.S., a weaker dollar should be a tailwind to inflation, as should the strong labor market.

This information is an excerpt from an economic report dated September 2017 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

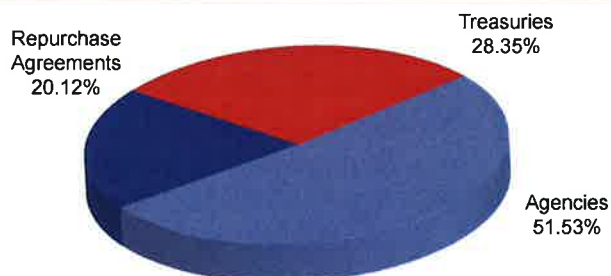
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

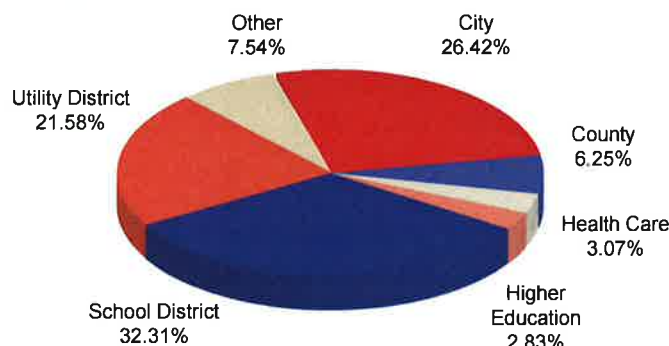
Portfolio by Type of Investment As of September 30, 2017



Distribution of Participants by Type As of September 30, 2017



Portfolio by Maturity As of September 30, 2017



Historical Program Information

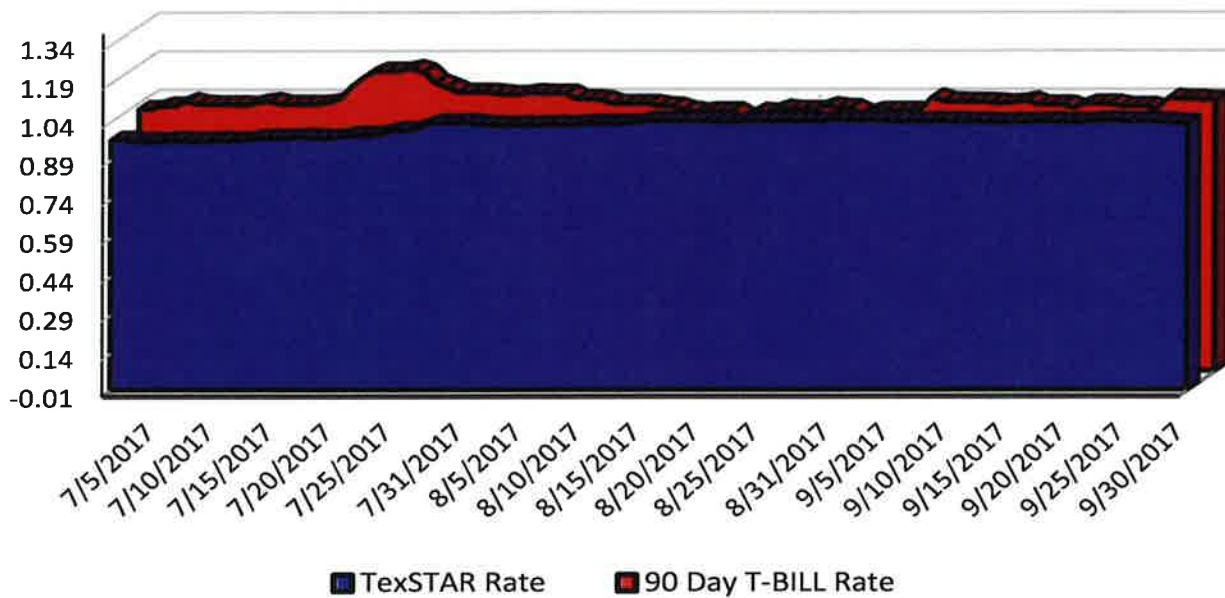
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 17	1.0384%	\$5,841,986,573.82	\$5,842,202,955.19	1.000022	28	92	848
Aug 17	1.0343%	5,770,863,631.13	5,770,945,786.15	1.000014	33	102	846
Jul 17	0.9827%	5,941,902,116.09	5,941,981,984.60	1.000013	32	97	844
Jun 17	0.8631%	6,071,512,305.56	6,071,586,949.16	0.999993	30	92	838
May 17	0.7535%	6,440,388,492.41	6,440,492,333.25	1.000016	28	97	836
Apr 17	0.7140%	6,279,219,607.16	6,279,507,477.47	1.000045	36	105	832
Mar 17	0.6269%	6,551,167,144.50	6,551,621,726.22	1.000064	42	110	829
Feb 17	0.5533%	7,267,565,993.07	7,269,212,259.58	1.000226	43	111	827
Jan 17	0.5452%	7,011,113,225.83	7,012,695,761.41	1.000225	44	96	823
Dec 16	0.4815%	6,128,094,216.46	6,129,417,408.96	1.000215	49	100	822
Nov 16	0.4144%	5,250,402,124.93	5,251,596,034.74	1.000227	47	109	821
Oct 16	0.4202%	5,155,508,603.07	5,157,927,996.01	1.000469	39	105	820

Portfolio Asset Summary as of September 30, 2017

	Book Value	Market Value
Uninvested Balance	\$ 150,992,115.82	\$ 150,992,115.82
Accrual of Interest Income	1,641,106.20	1,641,106.20
Interest and Management Fees Payable	(5,317,336.13)	(5,317,336.13)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,176,161,999.78	1,176,161,999.78
Government Securities	4,518,508,688.15	4,518,725,069.52
Total	\$ 5,841,986,573.82	\$ 5,842,202,955.19

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for September 2017

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2017	1.0426%	0.000028564	\$5,707,598,652.61	1.000010	26	91
9/2/2017	1.0426%	0.000028564	\$5,707,598,652.61	1.000010	26	91
9/3/2017	1.0426%	0.000028564	\$5,707,598,652.61	1.000010	26	91
9/4/2017	1.0426%	0.000028564	\$5,707,598,652.61	1.000010	26	91
9/5/2017	1.0394%	0.000028478	\$5,692,785,489.93	0.999997	25	90
9/6/2017	1.0379%	0.000028436	\$5,782,954,779.75	1.000028	27	90
9/7/2017	1.0379%	0.000028435	\$5,800,193,935.67	1.000031	27	89
9/8/2017	1.0396%	0.000028481	\$5,785,986,498.55	1.000032	26	87
9/9/2017	1.0396%	0.000028481	\$5,785,986,498.55	1.000032	26	87
9/10/2017	1.0396%	0.000028481	\$5,785,986,498.55	1.000032	26	87
9/11/2017	1.0370%	0.000028412	\$5,870,743,640.95	1.000028	25	85
9/12/2017	1.0384%	0.000028448	\$6,091,446,854.10	1.000029	27	85
9/13/2017	1.0357%	0.000028376	\$6,087,702,635.37	1.000027	26	92
9/14/2017	1.0355%	0.000028371	\$6,128,801,809.27	1.000021	27	91
9/15/2017	1.0362%	0.000028389	\$5,994,083,791.97	1.000018	28	94
9/16/2017	1.0362%	0.000028389	\$5,994,083,791.97	1.000018	28	94
9/17/2017	1.0362%	0.000028389	\$5,994,083,791.97	1.000018	28	94
9/18/2017	1.0407%	0.000028512	\$5,960,153,225.70	1.000020	32	95
9/19/2017	1.0352%	0.000028361	\$5,943,266,420.01	1.000018	31	94
9/20/2017	1.0370%	0.000028410	\$5,899,099,544.63	1.000019	31	95
9/21/2017	1.0349%	0.000028353	\$5,859,190,938.36	1.000022	32	99
9/22/2017	1.0419%	0.000028546	\$5,830,466,724.70	1.000021	30	97
9/23/2017	1.0419%	0.000028546	\$5,830,466,724.70	1.000021	30	97
9/24/2017	1.0419%	0.000028546	\$5,830,466,724.70	1.000021	30	97
9/25/2017	1.0378%	0.000028434	\$5,904,480,972.93	1.000021	29	95
9/26/2017	1.0422%	0.000028553	\$5,889,252,644.88	1.000020	29	94
9/27/2017	1.0372%	0.000028416	\$5,860,666,935.86	1.000019	28	94
9/28/2017	1.0376%	0.000028427	\$5,868,569,876.65	1.000028	28	93
9/29/2017	1.0317%	0.000028266	\$5,841,986,573.82	1.000022	27	91
9/30/2017	1.0317%	0.000028266	\$5,841,986,573.82	1.000022	27	91
Average	1.0384%	0.000028449	\$5,866,176,283.59		28	92

TexSTAR Participant Services
FirstSouthwest, A Division of Hilltop Securities
1201 Elm Street, Suite 3500
Dallas, Texas 75270



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Eric Cannon</i>	<i>City of Allen</i>	<i>Governing Board Treasurer</i>
<i>David Medanich</i>	<i>FirstSouthwest / Hilltop Securities</i>	<i>Governing Board Secretary</i>
<i>Jennifer Novak</i>	<i>J.P. Morgan Asset Management</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>David Pate</i>	<i>Richardson ISD</i>	<i>Advisory Board</i>
<i>James Mauldin</i>	<i>University of North Texas System</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-839-7827 ★ www.texstar.org



J.P.Morgan
Asset Management



**INFORMATION
STATEMENT
(CASH RESERVE FUND)**

**The Premier Investment Service for Texas
Local Governments**

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No person or entity has been authorized to provide or communicate any information or to make any representations other than those contained in this Information Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by TEXSTAR, its Board of Directors, the program administrators or any agent of the foregoing. The attachments are part of this Information Statement. The information contained in this document is subject to change without prior notice.

The TexSTAR Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with this or any security prior to investing. Investments in TexSTAR are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency and although TexSTAR seeks to preserve the value of the investment at a fixed price, it is possible to lose money by investing in the fund. For further information, contact TexSTAR Participant Services at (800) 839-7827.

TexSTAR is distributed by Hilltop Securities Inc., a registered broker dealer, member FINRA/SIPC. If you have any questions regarding this material, please contact:

TEXSTAR Participant Services
c/o FirstSouthwest, a Division of Hilltop Securities Inc.
1201 Elm Street, Suite 3500
Dallas, Texas 75270
www.texstar.org

1-800-TEXSTAR (1-800-839-7827) • (214) 953-8890 • Fax (214) 953-8878
Email: texstar@firstsw.com

Organization and Structure

Texas Short Term Asset Reserve Program (“*TEXSTAR*”) has been organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the “*PFIA*”). These two acts provide for the creation of public funds investment pools (including *TEXSTAR*) and authorize eligible governmental entities (“*Participants*”) to invest their public funds and funds under their control through the investment pools.

J.P. Morgan Investment Management Inc. (“*JPMIM*” or the “investment manager”) and Hilltop Securities Inc. (“*HTS*”) serve as co-administrators for *TEXSTAR* under an agreement with the *TEXSTAR* board of directors (the “*Board*”). *JPMIM* provides investment management services, and FirstSouthwest, a Division of *HTS*, provides participant services and marketing. Custodial, fund accounting and depository services are provided by JPMorgan Chase Bank, N.A. and/or its subsidiary J.P. Morgan Investor Services Co. Transfer agency services are provided by Boston Financial Data Services, Inc. (“*BFDS*” or the “Transfer Agent”). Each of *JPMIM*, *HTS*, *BFDS*, and JPMorgan Chase Bank, N.A. may provide certain services, including those described herein, through the use of subcontractors or delegates.

The Board may establish separate Funds within *TEXSTAR* from time to time. Participants choose the Funds in which their deposits are invested. Participants’ assets in the Funds are represented by units of beneficial interest (“*units*”). The Board may issue an unlimited number of units in each Fund.

This Information Statement provides information relating to investments in the *TEXSTAR* Cash Reserve Fund (the “*Fund*”).

Public Funds Investment Act Disclosure Items

Section 2256.016 of the *PFIA* requires investment pools to provide an information statement to the investment officer or other authorized representative of an investing entity. This section provides the required information for *TEXSTAR*.

- 1. Objectives of *TEXSTAR*.** The primary objectives of *TEXSTAR* are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants’ needs, diversification to avoid unreasonable or avoidable risks, and yield. There is no sales charge and no investment minimum. *TEXSTAR* will invest only in instruments authorized under both the Public Funds Investment Act and the current *TEXSTAR* Investment Policy. See Item 2 of this section for a description of authorized *TEXSTAR* investments.

As a secondary objective to safety and liquidity, the Fund will be directed toward achieving a competitive rate of return for Participants. Efforts will be made to minimize market and credit risk through investment diversification.

2. **Types of Investments Authorized for TEXSTAR Cash Reserve Fund.** The investment policies and composition guidelines for the TEXSTAR Cash Reserve Fund are summarized below. The TEXSTAR Investment Policy restricts investment of the Fund portfolio as follows:

Authorized Investments:

- A. Obligations of or guaranteed or insured by the United States Government or its agencies and instrumentalities with a maximum final stated maturity limited to 397 days for fixed rate securities and 24 months for variable rate notes;
- B. Fully collateralized repurchase agreements and reverse repurchase agreements with a defined termination date not to exceed 95 calendar days with respect to repurchase agreements and 90 days with respect to reverse repurchase agreements (unless the repurchase agreement has a put option that allows the fund to liquidate the position at principal plus accrued interest with no more than 7 days notice to the counterparty) and secured by cash or any obligation, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies or its instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation. The repurchase and reverse repurchase agreements must be placed with primary government securities dealers and/or financial institutions doing business in the State of Texas.
- C. No-load money market mutual funds which meet the requirements of the PFIA and which (1) are registered with and regulated by the United States Securities and Exchange Commission (SEC), (2) are rated "AAAm" or the equivalent by at least one nationally recognized statistical rating organization, (3) maintain a dollar-weighted average stated maturity of 90 days or fewer and a dollar-weighted average maturity of 60 days or fewer, (4) include in their investment objectives the maintenance of a stable net asset value of \$1 per share, and (5) invest only in obligations of the United States, its agencies and/or instrumentalities or repurchase agreements collateralized by obligations of the United States, its agencies and/or instrumentalities.

Prohibited Investments:

The TEXSTAR Cash Reserve Fund *will not* invest in:

- A. Derivatives, which include instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer or are not correlated on a one-on-one basis to the associated index or market.
- B. Commercial paper.
- C. Certificates of deposit.

Diversification Guidelines:

Specific Fund diversification limitations govern investments of the TEXSTAR Cash Reserve Fund portfolio, applied at the time of purchase.

- A. 100% of the Fund may be invested in obligations of the United States or its agencies or instrumentalities.
 - B. 100% of the Fund may be invested in direct repurchase agreements. Not more than 25% of the Fund may be invested in term repurchase agreements.
 - C. Reverse repurchase agreements will be used primarily to enhance Fund return and may not total more than one-third (1/3) of the total Fund assets.
 - D. A maximum of 10% of the Fund may be invested in any one money market mutual fund, and the Fund's investment in any one money market mutual fund may not exceed 10% of the total assets of that money market mutual fund.
 - E. A maximum of 60 percent (60%) of the Fund may be invested in eligible variable rate notes.
3. **Maximum Average Dollar-Weighted Maturity.** The dollar weighted average maturity of the TEXSTAR Cash Reserve Fund portfolio may not exceed (1) sixty (60) days calculated utilizing the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made, and may utilize the interest rate reset date for variable or floating rate securities; or (2) one hundred twenty (120) days calculated taking into account the period remaining until the date on which, in accordance with the terms of each security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made.
4. **Maximum Stated Maturity Date.** The maximum stated maturity for any securities that are obligations of or guaranteed or insured by the United States, its agencies or instrumentalities in the TEXSTAR Cash Reserve Fund portfolio is limited to 397 days for fixed rate securities and 24 months for variable rate notes.
5. **Size of the Pool.** The current size of the TexSTAR Cash Reserve Fund is provided in the TEXSTAR monthly newsletter on the TexSTAR website at www.texstar.org or by contacting TEXSTAR Participant Services. A copy of the most recent newsletter may be obtained in connection with and in addition to this Information Statement.
6. **TEXSTAR Advisory Board.** Section 2256.016(g)(1) of the Public Funds Investment Act requires TEXSTAR to establish and maintain an advisory board composed of Participants in TEXSTAR and other persons who do not have a business relationship with TEXSTAR. Members are appointed and serve at the will of the Board. The names of the Advisory Board members are available on the TexSTAR website at www.texstar.org.

7. **Custodian and Transfer Agent for TEXSTAR.** JPMorgan Chase Bank, N.A. serves as custodian to TEXSTAR and BFDS serves as transfer agent to TexSTAR. The transfer agent will receive and disburse all Participant deposits and withdrawals and the custodian will settle all Fund trades, safekeep securities, and collect all income or any other payments due in connection with purchased securities for TEXSTAR.
8. **Net Asset Value.** The TEXSTAR Cash Reserve Fund seeks to maintain a net asset value of \$1.00 per unit (rounded to the nearest whole cent) and is designed to be used by Participants for investment of funds that require daily liquidity availability.
9. **Source of Payment.** The only source of payment to Participants is the market value of the assets of the TEXSTAR Fund in which they invest and the income and profits derived from those assets. There is no secondary source of payment such as insurance or guarantees.
10. **Independent Auditor.** TEXSTAR is subject to annual review by an independent auditor consistent with the Public Funds Investment Act. PricewaterhouseCoopers LLP has been retained to provide independent auditing services for TEXSTAR. Its address is 1201 Louisiana Street, Suite 2900, Houston, Texas 77002.
11. **Operating Procedures.** Deposits and withdrawals may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. The requirements for TEXSTAR deposits and withdrawals, deadlines, and other operating procedures are summarized under the section entitled "Summary of Operating Procedures" later in this Information Statement.
12. **Performance History.** The performance history, including yield, weighted average maturity, expense ratios and average balance for the TEXSTAR Cash Reserve Fund are available on the TEXSTAR website at www.texstar.org.
13. **Co-Administrators.** J.P. Morgan Investment Management Inc. (JPMIM) and Hilltop Securities Inc. ("HTS") serve as Co-Administrators for TexSTAR under a contract that may be extended periodically to a term of two years or less. JPMIM provides investment management services and FirstSouthwest, a Division of HTS, provides participant and marketing services for TexSTAR. JPMIM is an investment adviser registered under the Investment Advisers Act of 1940, as amended, and a subsidiary of JPMorgan Chase & Co. HTS is a registered broker dealer, member of the Financial Industry Regulatory Authority ("FINRA"), Municipal Securities Rulemaking Board ("MSRB") and Securities Investor Protection Corporation ("SIPC"). The parent company of HTS is Hilltop Holdings Inc.

The Co-Administrators may be replaced by the Board for cause and they may resign. Unless their replacements are affiliates, any replacements must be approved by Participants owning two-thirds of the units in TexSTAR.

Custodial, fund accounting and depository services for TexSTAR are provided by JPMorgan Chase Bank, N.A. and/or its subsidiary J.P. Morgan Investor Services Co. JPMorgan Chase Bank, N.A. is the principal banking affiliate of JPMorgan Chase & Co. Transfer agency services are provided by Boston Financial Data Services, Inc.

(BFDS). Each of JPMIM, HTS, BFDS, and JPMorgan Chase Bank, N.A. may provide certain services, including those described herein, through the use of subcontractors or delegates.

Understanding the Risks Associated with Investing in TEXSTAR

Unlike money market mutual funds which are registered with the Securities and Exchange Commission, TexSTAR operates in compliance with the PFIA and not with Rule 2a-7 of the Investment Company Act of 1940.

Before making an investment decision, each Participant should consider the applicable risks, including the following, in determining whether any investment, including TEXSTAR, is appropriate:

- **Credit Risk.** Credit risk is the possibility that the issuer of a security will fail to make timely payments of interest or principal. In general, the lower the credit quality of a security, the higher the yield and the higher the element of credit risk, all other factors being equal. In an attempt to minimize credit risk, the TEXSTAR investment policy allows investment of the TEXSTAR Cash Reserve Fund only in the obligations described above.

The credit risk associated with investments in direct obligations of the United States is considered low by most authoritative sources. Obligations issued or guaranteed by many Federal agencies or government-sponsored enterprises are not direct obligations of the United States and offer more varied credit risk. Noting that the United States government is not obligated to provide support or guarantees to its instrumentalities, TEXSTAR's investment manager will invest in obligations issued by an agency or instrumentality only after conducting appropriate credit risk analysis and believing that any credit risk with respect to the issuer is minimal.

TEXSTAR's investment manager will also invest in repurchase agreements and reverse repurchase agreements documented by a Master Repurchase Agreement in form approved by The Securities Industry and Financial Market Association ("SIFMA") and collateralized by cash or obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States and its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation. Repurchase agreement and reverse repurchase agreement transactions will be placed with an approved primary government securities dealers or financial institutions doing business in the State of Texas, and proceeds received under reverse repurchase agreements will be reinvested in securities with the same maturity as the term of the reverse agreement.

TexSTAR will invest only in those money market mutual funds which limit their investments to obligations of the United States, its agencies and/or instrumentalities or repurchase agreements collateralized by such obligations. TexSTAR's investment manager will invest in money market mutual funds only after conducting appropriate credit risk analysis with respect to each issuer. To the extent TexSTAR invests in

money market mutual funds, TexSTAR participants will bear a proportionate share of both TexSTAR's fees and expenses and those of the money market mutual fund.

- **Market Risk.** Market risk is the potential for a decline in market value generally due to, but not limited exclusively to, rising interest rates. For example, a bond or other security issued or backed by the United States government is guaranteed only as to the timely payment of interest and principal; its market price on any given day is not guaranteed and will fluctuate in value as market perceptions, market conditions and interest rates change. In general, the market value of a bond varies inversely with interest rates. If interest rates rise, then market values fall. If interest rates fall, then market values rise. Also, the volatility and related market values typically fluctuate more for longer-term securities than for shorter-term securities.

Restrictions on dollar weighted average maturity and maximum stated maturity for the Fund are used in an attempt to minimize certain market risks. TexSTAR's investment manager will maintain the dollar weighted average maturity of the Fund at sixty (60) days or less, and the maximum stated maturity for any obligation of the United States, its agencies or instrumentalities in the TexSTAR Cash Reserve Fund portfolio is limited to 397 days for fixed rate securities and 24 months for variable rate notes. TexSTAR will seek to maintain a stable \$1.00 net asset value (NAV) per unit (rounded to the nearest whole cent). The Co-Administrators have policies and procedures in place to monitor the Fund's NAV. These limitations are designed to attempt to minimize market risk. It must be noted that the value of the TexSTAR Cash Reserve Fund portfolio is dependent on timely receipt of principal and interest payments from the issuers of the respective investment securities. Any delays or failures in receipt of payments can and will have detrimental effects on the value of the Fund's portfolio and may cause loss of principal and interest to any Participant.

- **Temporary Cash Holdings.** To respond to unusual market conditions in a prudent manner, TexSTAR may be required to hold all or most of its total assets in cash, including for the purpose of assuring sufficient liquidity or due to the lack of eligible securities, among other circumstances. This may result in a lower yield and prevent the Fund portfolio from meeting all its investment objectives.

Administration of TEXSTAR

- **TEXSTAR Board.** By executing and submitting an application to open an account, a Participant designates the Board as its agent for investing deposited funds. The Board holds legal title to all money, investments, and assets and has the authority to employ personnel, contract for services, and engage in other administrative activities necessary or convenient to accomplish the objectives of TEXSTAR.

The business and affairs of TEXSTAR are managed by the Board in accordance with its bylaws (the "Bylaws"). The Bylaws set forth procedures governing the selection of, and action taken by, the Board. Board oversight of TEXSTAR is maintained through various reporting requirements.

The Bylaws provide for a five-member Board consisting of three representatives of Participants and one member employed by each co-administrator or an affiliate.

Board members serve for staggered three-year terms. Replacement Board members (other than the co-administrator representatives) are appointed by the Board and may be replaced by directors elected by the Participants in accordance with the Bylaws. Board members serve without compensation but are entitled to reimbursement of reasonable out-of-pocket expenses incurred in the performance of Board duties. The names, terms, and affiliations of Board members are listed on the TEXSTAR website.

- **Investment Management.** TEXSTAR's Board has adopted (and will review and revise at least annually) a list of brokers that are authorized to engage in investment transactions with TEXSTAR.

A qualified representative of TexSTAR's investment manager must certify that the investment manager has received and reviewed the TEXSTAR Investment Policy and the investment manager has implemented reasonable procedures and controls in an effort to preclude investment transactions that are not authorized by the TEXSTAR Investment Policy.

The investment manager may dispose of securities without regard to the time they have been held when such actions, for defensive or other Fund management reasons, appear advisable. Investments may be sold by one Fund to another Fund at prevailing market prices.

All securities purchased on behalf of TexSTAR must be delivered versus payment to the custodian bank for TexSTAR. All book entry securities, whether purchased outright or under repurchase agreements, shall be held in a custodial account at the Federal Reserve Bank. All securities not held in book entry form shall be held by the Custodian or its agent. Third party institutions must issue original safekeeping receipts to the Custodian. The Custodian shall keep accurate records reflecting TexSTAR's ownership of the securities. Money market fund accounts must be in the name of TexSTAR.

- **Ratings.** In compliance with Section 2256.016(h) of the Public Funds Investment Act, TEXSTAR will operate to maintain a AAA, AAA-m or equivalent rating for the Fund from at least one nationally recognized rating agency. As of the date hereof, the Fund was rated AAAm by Standard and Poor's Rating Service. An explanation of the significance of such rating may be obtained from Standard & Poor's at 1221 Avenue of the Americas, New York, New York 10020. Promptly upon notice, TEXSTAR will post on its website any change to the Fund's rating.
- **Calculation of Yields.** Each day, TEXSTAR determines the net interest income for each Fund for that day. The net interest income is determined by adjusting TEXSTAR's accrued interest for that day by the amortization of any premiums and/or the accretion of any discounts, daily service fee, and any gains or losses from the sale of securities. TEXSTAR's daily interest rate will be determined by dividing the net interest income for that day by the total balance (including all cash and securities) available for investment of the applicable Fund for that day. The resulting rate will then be used to determine the amount of interest income to distribute to each Participant's account. Interest income accrued during the month is credited to

each Participant's account at the end of the month and is reinvested unless the Participant provides specific instructions for its withdrawal or transfer.

- Valuation of TexSTAR Assets.** So long as the Fund continues to utilize amortized accounting, although all securities are marked to market daily using the fair value method, amortized cost, which generally approximates the market value of the securities, has been deemed to be a proxy for fair value. The stated objective of TEXSTAR is to maintain a stable \$1.00 per unit net asset value (rounded to the nearest whole cent); however, the \$1.00 net asset value is not guaranteed or insured by TEXSTAR, its Board, the Co-Administrators, their agents, or any governmental or other entity. There can be no assurance that the Fund portfolio will maintain a stable net asset value of \$1.00. As stated above, all TEXSTAR securities will be marked to market on a daily basis. If, upon a daily calculation, the Co-Administrators find that the deviation between the amortized cost and market-determined values or the deviation between market-determined values and \$1.00 per unit of the Portfolio's assets exceeds \$0.0030, they shall promptly notify the Board. In the event that the deviation from amortized cost or the deviation between market-determined values and \$1.00 per unit exceeds \$0.0040, the Board shall direct the investment manager to take such action, if any, as it determines is necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair results to existing participants. However, absent contrary instructions, the investment manager will promptly sell portfolio holdings to attempt to bring the deviation back within the desired value band. The Board, in its discretion, may elect to cease utilization of amortized accounting and to utilize the fair value method at any time. To the extent that the Board elects to utilize a net asset value per unit determined by using available market quotations in lieu of amortized accounting, the Fund will reflect market fluctuations and any unrealized gains and losses resulting from those fluctuations on a daily basis.
- Ethics and Conflicts of Interest.** Each Co-Administrator is required to maintain a code of ethics which requires its employees working with TexSTAR to place the interests of TexSTAR before their personal interests and to avoid any actual or potential conflicts of interest. Each Co-Administrator must promptly report any material non-compliance with such requirements to the Board.

JPMIM acts as a fiduciary when providing investment management services to TexSTAR. JPMIM may order the purchase of investments from either itself, HTS, or their affiliates only on terms and conditions approved by a majority of the Participant members of the Board.

JPMIM has provided the following disclosures concerning its practices:

JPMIM and/or its affiliates ("JPMorgan Chase") perform investment services, including rendering investment advice, to varied clients. JPMIM, JPMorgan Chase and its or their directors, officers, agents, and/or employees may render similar or differing investment advisory services to clients and may give advice or exercise investment responsibility and take such other action with respect to any of its other clients that differs from the advice given or the timing or nature of action taken with respect to another client or group of clients. It is JPMIM's policy, to the extent practicable, to allocate, within its reasonable discretion, investment opportunities

among clients over a period of time on a fair and equitable basis. One or more of JPMIM's other client accounts may at any time hold, acquire, increase, decrease, dispose, or otherwise deal with positions in investments in which another client account may have an interest from time-to-time.

JPMIM, JPMorgan Chase, and any of its or their directors, partners, officers, agents or employees, may also buy, sell, or trade securities for their own accounts or the proprietary accounts of JPMIM and/or JPMorgan Chase. JPMIM and/or JPMorgan Chase, within their discretion, may make different investment decisions and other actions with respect to their own proprietary accounts than those made for client accounts, including the timing or nature of such investment decisions or actions. Further, JPMIM is not required to purchase or sell for any client account securities that it, JPMorgan Chase, and any of its or their employees, principals, or agents may purchase or sell for their own accounts or the proprietary accounts of JPMIM, or JPMorgan Chase or its clients.

JPMIM and its related persons may recommend securities to clients that JPMIM and its related persons may also purchase or sell. As a result, positions taken by JPMIM and its related persons may be the same as or different from, or made contemporaneously or at different times than, positions taken for clients of JPMIM. As these situations may involve potential conflicts of interest, JPMIM has adopted policies and procedures relating to personal securities transactions, insider trading and other ethical considerations. These policies and procedures are intended to identify and mitigate actual and perceived conflicts of interest with clients and to resolve such conflicts appropriately if they do occur. The policies and procedures contain provisions regarding preclearance of employee trading, reporting requirements and supervisory procedures that are designed to address potential conflicts of interest with respect to the activities and relationships of related persons that might interfere or appear to interfere with making decisions in the best interest of clients, including the prevention of front-running. In addition, JPMIM has implemented monitoring systems designed to ensure compliance with these policies and procedures.

- **Fees and Expenses.** In return for contracted service, TEXSTAR has agreed to pay service fees to the co-administrators and custodian totaling twelve (12) basis points per year, calculated daily on the total fund balances. The co-administrators may (but are not obligated to) waive all or a portion of their fees from time to time. The service fees cover all normal services provided to the Board by the co-administrators and custodian. Additional expenses required to attain TEXSTAR objectives and conduct on-going operations will be incurred by TEXSTAR. These include expenses for independent auditors, legal representation, liability insurance, board meeting attendance, and ratings.

The TEXSTAR service fee and other expenses are deducted from the gross interest earnings daily and charged monthly. There is no direct reduction to the Participant's principal account related to the payment of fees and expenses, but only the remaining net income after deduction of the applicable fees and expenses is credited to the Participant's account. All TEXSTAR rates are quoted net of fees and expenses. There are no hidden costs or additional reductions to Participants' accounts. In the event a Fund does not earn adequate interest income and profits to

cover allocable expenses and fees for a given month or period, the deficit will be carried over to future months or periods when adequate income and profits have been received.

- **Liability.** TEXSTAR directors and officers will not be liable for (and TEXSTAR earnings may be applied to indemnify them against) loss and liability that may arise from or in connection with any of their acts or omissions, including acts and omissions caused by their negligence, to the extent permitted by law.

Participation in TEXSTAR

Participation in TEXSTAR is limited to eligible governmental entities that have authorized, executed, and submitted an application to participate in TEXSTAR.

- **Eligibility to Invest.** Only eligible local governments and agencies of the State of Texas may become Participants. Eligible local governments include any municipality, school district, county, special district, junior college district, or other legally constituted political subdivision of the State or a combination of political subdivisions (e.g., a combination by means of an interlocal agreement). Eligible state agencies include: (a) a department, board, bureau, commission, court, office, authority, council or institution of the state, (b) a university, college, or any service or part of a state institution of higher education, and (c) a statewide job or employment training program for disadvantaged youths that is substantially financed by federal funds and was created by execution order not later than December 30, 1986. Each state agency must have authority under state law to invest its funds in the Pool and in investments authorized by the Public Funds Investment Act.
- **Establishment of Accounts.** To participate in TEXSTAR, an eligible local government or state agency must duly authorize, complete, execute, and submit an application for participation. By executing and submitting an application, a Participant agrees to the terms and conditions governing TEXSTAR as well as its Bylaws, Investment Policy, and Operating Procedures. Application forms (including forms of authorizing resolutions) may be obtained from TEXSTAR Participant Services. In their applications, Participants must designate authorized representatives who have authority to transfer funds for investment, to withdraw funds, to issue letters of instructions, and to take all other actions necessary or appropriate for the investment of funds in TEXSTAR. A Participant must also provide a separate bank information sheet for each account and sub-account, signed by two authorized Participant representatives unless otherwise permitted by the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of account(s), deposits to and withdrawals from TEXSTAR, and related information. A copy of the Operating Procedures may be obtained from TEXSTAR Participant Services.
- **Amendments.** The Board may amend the TEXSTAR terms and conditions, Bylaws, Investment Policy, and Operating Procedures. It must give Participants at least 30 days advance notice of each amendment. Participants are deemed to have

accepted the amendments unless they withdraw from TEXSTAR before the amendments are effective.

Summary of Operating Procedures

Deposits to and withdrawals from TEXSTAR may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. Excerpts from the current Operating Procedures are provided below.

- **Wire Transfers.** Wire transfer requests will be executed on the same day as initiated if requested in accordance with the daily transaction deadlines for the pool. TEXSTAR must be notified of any wire transaction requests by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative. All incoming wire deposits must be received by **4:00 p.m. CST**, to earn interest for that day. In addition, any wire deposits received after **4:00 p.m. CST** will not be invested until the following business day. Outgoing wire transfers from TEXSTAR received by the transfer agent by 10:30 a.m. are typically sent for processing between 12:00 noon and 12:30 p.m. central time. Some delay may occur, depending on unforeseen circumstances, including, but not limited to, delays or failures unrelated to TEXSTAR.

TEXSTAR reserves the right to suspend the right of withdrawal or to postpone the date of payment in the event that the Federal Reserve is closed other than for customary weekend and holiday closings, in the event of a general suspension of trading in any securities market which affects TEXSTAR operations, or if, in the opinion of the Board, an emergency exists so that the disposal of TEXSTAR's securities or determination of its net asset value is not reasonably practical.

TEXSTAR will process deposits and withdrawal requests only on the days the Federal Reserve is open for business. TEXSTAR may also be closed or have limited trading hours on any Friday preceding or Monday following a weekend, which includes a national holiday provided that notice has been given to Participants at least 30 days prior to such a day, or whenever The Bond Market Association recommends that markets for fixed income securities close.

- **Automated Clearing House ("ACH") Transfers.** ACH transaction requests will be executed on the business day following the date the transaction was initiated if requested in accordance with the daily transaction deadlines for the pool. TEXSTAR must be notified of any next day ACH transaction requests by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative for all ACH transfer activity, one day prior to the actual settlement of the funds. ACH transfer withdrawals are sent in accordance with the prearranged Participant information as provided on the bank information sheet corresponding to that specific TEXSTAR account or subaccount. In the event of an ACH rejection, TEXSTAR will contact the Participant to confirm the rejection. TEXSTAR will credit/debit the Participant's account accordingly.

- **Account to Account Transfers.** Funds may be transferred between TexSTAR accounts in the same Fund without transferring the money to the Participant's local bank. Transactions transferring funds between accounts will be executed as of the close of business on the same day as initiated, if received by the deadline. TexSTAR must be notified of any same day interaccount transaction activity by **4:00 p.m. CST** if using the pool's internet transaction system or by **3:30 p.m. CST** when contacting a Participant Services Representative.
- **Methods of Notification.** Participants may notify TEXSTAR of wire transfer or ACH activity by:
 - a. Internet access system; or
 - b. Verbal notification to a TEXSTAR Participant Services representative followed by a fax confirmation.
- **Reports.** A Participant's monthly statement will be mailed within the first five (5) business days of the respective succeeding month. The monthly statement will include a detailed listing of the balance in the Participant's accounts as of the date of the statement; all account activity for the previous month, including deposits and withdrawals; daily and monthly yield information; and any special fees and expenses charged to the Participant. Additionally, copies of the Participant's reports will be maintained and made available for a minimum of three prior TEXSTAR fiscal years in either physical or electronic form.

A complete copy of the TEXSTAR Operating Procedures may be obtained by contacting TEXSTAR Participant Services.

April 2016

Kim Dobbs

From: Mica Owens-Weary (HTS) <Mica.Owens-Weary@hilltopsecurities.com>
Sent: Friday, September 01, 2017 10:18 AM
To: Kim Dobbs
Subject: LOGIC Rate Info

Good morning Kim,

Below are a list of references that use either TexSTAR or LOGIC or both for you. I have also included the most recent rates for the pools. If you have any questions feel free to contact me directly.

Look forward to meeting you.

References

- City of McKinney LOGIC
- Collin County LOGIC and TexSTAR
- Wylie ISD LOGIC and TexSTAR
- City of Wylie LOGIC and TexSTAR
- City of Fate TexSTAR
- City of Greenville LOGIC and TexSTAR
- City of Dallas LOGIC and TexSTAR

TexSTAR daily rate as of 8/31/17 was 1.0482%
TexSTAR 7 day net yield as of 8/31/17 was 1.04%

LOGIC daily rate as of 8/31/17 was 1.2739%
LOGIC 7 day net yield as of 8/31/17 was 1.26%

Kindly,

Mica Owens
Vice President, TexSTAR/LOGIC
FirstSouthwest, A Division of Hilltop Securities
1201 Elm Street, Suite 3500, Dallas, TX 75270
Direct: 214.953.4199 | Toll Free: 800.839.7827 | Fax: 214.953.8878
Mica.Owens-Weary@HilltopSecurities.com

Please note: Our email and office address has changed.

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**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 9-B

Item:

Discussion and action regarding Resolution No. 2017-11-01 casting two (2) votes for the Collin Central Appraisal District Board of Directors.

Background:

The Chief Appraiser for the Collin Central Appraisal District (CCAD) notified the City of an opportunity to cast two votes for the Board of Directors for a two year term beginning January 1, 2018. Correspondence relating to the process and nominees are included in the packet.

The votes are due by December 15, 2017.

Attachments: Proposed Resolution including Official Ballot
Correspondence from CCAD

November 1, 2017

CITY OF LAVON, TEXAS
RESOLUTION NO. 2017-09-06

CCAD Board of Directors

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,
TEXAS CASTING TWO VOTES FOR COLLIN CENTRAL APPRAISAL
DISTRICT BOARD OF DIRECTORS.**

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

SECTION 1. The City Council does hereby cast two (2) votes for the Collin Central Appraisal District Board of Directors:

_____ ; and

SECTION 2. The votes shall recorded on the Official Ballot attached hereto; and

SECTION 3. 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 7th day of November 2017.

Charles A. Teske, Jr., Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **City of Lavon**

NUMBER OF VOTES: **2**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM
BEGINNING JANUARY 1, 2018.**

EARNEST BURKE _____ VOTES

RONALD CARLISLE _____ VOTES

WAYNE MAYO _____ VOTES

MICHAEL A. PIREK _____ VOTES

GARY RODENBAUGH _____ VOTES

ED STANDRIDGE _____ VOTES

October 18, 2017



Bo Daffin, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2017.



Collin Central Appraisal District

2018 - 2019
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

- | | |
|------------------|---|
| EARNEST BURKE | Is a current board member and has served since 1/2016.
Nominated by Plano ISD and Collin County Community College. Resides in Plano, TX. |
| RONALD CARLISLE | Is a current board member and has served since 1/1994.
Nominated by Frisco ISD and Collin County Community College. Resides in Frisco, TX. |
| WAYNE MAYO | Is a current board member and has served since 1/1998.
Nominated by the City of Lucas, the City of Richardson, the City of Sachse, Plano ISD and Collin County Community College. Resides in Richardson, TX. |
| MICHAEL A. PIREK | Is a current board member and has served since 1/2014.
Nominated by the City of Plano, Plano ISD, and Collin County Community College. Resides in Plano, TX. |
| GARY RODENBAUGH | Is a current board member and has served since 1/2001.
Nominated by the Allen ISD and Collin County Community College. Resides in Allen, TX. |
| ED STANDRIDGE | Nominated by the City of Parker. Resides in Parker, TX. |



Collin Central Appraisal District

October 18, 2017

Kim Dobbs, Interim City Secretary
City of Lavon
P. O. Box 340
Lavon, TX 75166

RE: Board of Directors election, two-year term, beginning January 1, 2018

Dear Ms. Dobbs:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their last name.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2017. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

A handwritten signature in black ink that reads "Bo Daffin".

Bo Daffin
Chief Appraiser

Enclosure



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 9-C

Item:

Discussion and action regarding Resolution No. 2017-11-02, amending Resolution No. 2017-09-07 authorizing the Mayor to execute an Interlocal Cooperation Agreement for Public Works Services with the City of Farmersville.

Background:

It is common for cities to participate in mutual aid agreements for police, fire health and safety services. The City of Lavon approached the City of Farmersville about entering into an agreement to back each other up in regard to wastewater services. A similar agreement had been executed with the City of Farmersville in 2014 that expired in 2015. The proposed agreement provides an added level of security for both cities.

On September 5, 2017, the City Council adopted a resolution approving a proposed agreement. Subsequently, the City of Farmersville submitted amended language and the revised agreement is submitted for the Council's consideration.

Approval is recommended.

Attachments: Resolution and proposed agreement

November 1, 2017

CITY OF LAVON, TEXAS
RESOLUTION NO. 2017-11-02

Farmersville – Cooperation Agreement PW

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING RESOLUTION NO. 2017-09-07 AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR SHARING PUBLIC WORKS PERSONNEL BETWEEN THE CITY OF LAVON AND THE CITY OF FARMERSVILLE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City Council does hereby authorize the Mayor to execute an Interlocal Cooperation Agreement for Sharing Public Works Personnel between the City of Lavon and the City of Farmersville; and providing for an effective date, which is attached hereto and labeled “Exhibit A”;

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 7th day of November 2017.

Charles A. Teske, Jr., Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2017-11-02

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT FOR SHARING PUBLIC WORKS
PERSONNEL BETWEEN CITY OF LAVON AND CITY OF FARMERSVILLE**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between the City of Lavon, Texas ("Lavon"), and City of Farmersville, Texas ("Farmersville"), each a "Party" and collectively the "Parties", acting by and through their authorized officers.

RECITALS:

WHEREAS, Lavon and Farmersville are Texas political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Lavon and Farmersville to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Lavon desires to engage the services of Farmersville's licensed Wastewater Operator to assist or supplement Lavon personnel in maintaining and operating Lavon's wastewater collection system on an "as needed" basis, and Farmersville agrees to provide operation and maintenance services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Farmersville desires to engage the services of Lavon's licensed Wastewater Operator to assist or supplement Farmersville personnel in maintaining and operating Farmersville's wastewater collection system on an "as needed" basis, and Lavon agrees to provide operation and maintenance services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Lavon appoints Farmersville as an operator of its wastewater collection system and Farmersville accepts this appointment; and

WHEREAS, Farmersville appoints Lavon as an operator of its wastewater collection system and Lavon accepts this appointment; and

WHEREAS, each Party agrees to compensate the other Party for the services, "Inventory" as defined in Section 3.3 herein below, and equipment-related expenses furnished under this Agreement from current available revenue.

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

Article I Services

1.1 The general purpose of this Agreement is to authorize the Parties to cooperate and assist or supplement each other's personnel to maintain and operate the Parties' respective wastewater collection systems.

1.2 Participation in this Agreement is purely voluntary and requests for and responses to requests for assistance are at the sole discretion of the responding party. The Responding Utility shall have the primary interest of protecting its own constituency. Neither Party shall be liable to the other Party for, or be considered to be in breach of or default under this Agreement on account of, any delay in or failure to perform any obligation under this Agreement save and except the obligation to make payment as specified in this Agreement.

1.3 Farmersville agrees to furnish, subject to availability of personnel for such purposes, one or more licensed personnel to assist or supplement Lavon personnel to maintain and operate Lavon's wastewater collection system.

1.4 Lavon agrees to furnish, subject to availability of personnel for such purposes, one or more licensed personnel to assist or supplement Farmersville personnel to maintain and operate Farmersville's wastewater collection system.

1.5 It is clearly understood by the Parties that the first and highest priority of each City is maintaining its own wastewater system.

1.6 The Parties agree to use their best efforts to provide the same level and quality of service for the requesting Party as are provided in maintaining and operating the supplying Party's wastewater collection system. Nothing contained in this Agreement, however, shall require either Party to construct new facilities, purchase new equipment, or hire additional personnel to furnish the levels of service contemplated by the Parties to this Agreement. The Parties do not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality.

Article II Term and Termination

2.1 This Agreement shall be effective as of October 1, 2017 ("Effective Date") and shall continue through September 30, 2018. This Agreement shall automatically renew on October 1 of each year (the "Renewal Date") for up to five (5) additional one-year terms unless either Party provides written notice of their intent not to renew no later than Sixty (60) days in advance of the Renewal Date.

2.2 Except as provided in Section 2.3, either Party may terminate this Agreement with or without cause by giving the other Party One Hundred Sixty (160) days' advance written notice of its intent to terminate.

2.3 If one Party fails to pay a monthly bill within ten (10) business days after the date of its receipt, the other Party may then terminate this Agreement by providing written notice to

the Party who failed to make a payment that payment has not been received and, should either Party fail to tender payment within ten (10) days of receipt of said notice, this Agreement automatically terminates.

Article III

Operational Provisions

3.1 The City Manager or City Administrator of one Party, or their respective designee, (collectively “Administrator”) is authorized to request assistance (“Requesting Party”) from the Administrator of the other Party (“Responding Party”) if confronted with a situation in which the Requesting Party has need for equipment and personnel in excess of that available to the Requesting Party and which equipment and personnel may be available from the Responding Party to which the request is directed.

3.2 The extent to which the Responding Party provides any assistance shall be at the Responding Party’s sole discretion. Each Party may develop and maintain a current plan for mobilization of its personnel and other resources which, in its sole discretion and opinion, is adequate to effectively respond to a request to provide assistance to the other Party.

3.3 Upon receipt of a request for assistance, the Administrator of the Responding Party receiving the request shall, with reasonable promptness, take the following action:

3.3.1 Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of equipment and number of personnel available.

3.3.2 Upon making the determination of available resources, with reasonable promptness, advise the Requesting Party of the determination reached as to assistance, confirm the continuing need of the Requesting Party for assistance, and dispatch the available resources to the scene.

3.3.3 In the event the determination is the Responding Party does not have the ability to respond to the request for assistance, advise the Requesting Party of that determination with reasonable promptness.

3.4 The Administrator of the Requesting Party shall be in charge of the operations and thus the individual under which the assistance sent by the Responding Party shall serve: PROVIDED THAT, the responding equipment and personnel shall be under the immediate supervision of the employee of the Responding Party in charge of the responding equipment. If the Requesting Party’s employee specifically requests an employee of the Responding Party to assume operational control, neither the employee who makes such a request nor the Responding Party shall by relinquishing operational control, be relieved of responsibility for the operation.

3.5 Upon completion of work hereunder, such assistance and help as is necessary will be rendered by each Party to locate and return any items of equipment to the Party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be

returned to the Responding Party upon being released by the Requesting Party, or upon request being made by the Responding Party for return of said equipment and personnel.

Article IV
Costs for Services

4.1 Each Party shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon its employees, and each shall be responsible for its own equipment and shall bear the risk of loss therefore, subject to the right to reimbursement set out herein-below.

4.2 Lavon agrees to reimburse the personnel expense per person for the services performed by Farmersville personnel as described herein and related mileage. Similarly, Farmersville agrees to reimburse the personnel expense per person for the services performed by Lavon personnel as described herein and related mileage.

4.3 More particularly, the Requesting Party agrees to reimburse the Responding Party for the following:

4.3.1 The time utilized by the Responding Party's staff for the benefit of the Requesting Party at a rate which shall be equal to the compensation rate, including all benefits, paid by the Responding Party to its responding employees.

4.3.2 For the reasonable cost of a vehicle that has been utilized, for the standard reimbursement rate, including but not limited to mileage, which may from time-to-time be established by the Parties for vehicle use reimbursement.

4.3.3 As to equipment of the Responding Party utilized at the site, the agreed upon utilization cost thereof, as such cost may be established by the agreed upon schedule developed by the Parties.

4.3.4 The Parties agree to reimburse each other monthly at the rate of cost plus ten percent (10%) for inventory consumed or used in the maintenance and operation of the wastewater collection systems. "Inventory" shall include but is not limited to chemicals, fittings, pipe, and valves. The Parties further agree to reimburse each other for equipment-related expenses.

4.4 The Parties will provide each other with an itemized bill on or about the first day of each month during the term of this Agreement. All monthly bills are due within ten (10) business days after receipt.

4.5 If this Agreement is terminated as provided herein, the Parties agree to pay each other for all services and equipment furnished up to the effective date of termination and neither Party shall continue to provide the other Party with services that may be requested in accordance with this Agreement following the effective date of termination. Final payment shall be made within ten (10) days of the last date of service.

**Article V.
Insurance**

5.1 Each Party agrees to maintain insurance coverage for its own equipment and personnel specifically including, but not limited to, the following with limits no less than Three Hundred Thousand (\$300,000.00): general liability, combined single limit per occurrence for bodily injury, personal injury, and property damage; automobile liability, combined single limit per accident for bodily injury and property damage; and statutory levels for worker's compensation insurance coverage, whether through third-party insurance or membership in an appropriate insurance pool providing equivalent coverage.

5.2 Each Party further agrees that their respective general liability and automobile liability insurance policies will identify the other Party hereto as an additional insured when the Parties are performing under this Agreement.

5.3 Each Party also agrees that their respective worker's compensation insurance policies will provide the other Party hereto with a waiver of subrogation when the Parties are performing under this Agreement.

**Article VI
Independent Contractor**

In performing services specified in this Agreement, each Party shall act as an independent contractor of the other Party and shall have control of its own work and the manner in which it is to be performed. No employee, agent or representative of a Party shall be deemed to be an employee, agent, or representative of the other Party.

**Article VII
Governmental and Official Immunity**

The Parties hereto are political subdivisions of the State of Texas, each of which has official and governmental immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity. Neither shall anything contained in this Agreement be deemed hereby to waive, any defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**Article VIII
Liability**

8.1 To the maximum extent allowed by law, Lavon shall indemnify and save harmless Farmersville and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Lavon or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

8.2 To the maximum extent allowed by law, Farmersville shall indemnify and save harmless Lavon and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Farmersville or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

8.3 The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Article IX Miscellaneous

9.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

9.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

9.3 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

9.4 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

9.5 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

9.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

9.7 Notice. Any notice permitted or required to be sent under this Agreement must be in writing and may be served (a) by depositing same in the United States Mail, addressed to the

Party to be notified, postage pre-paid and certified with return receipt requested, or (b) by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, or (c) by electronic mail (a/k/a e-mail). Notice given by mail or delivery in accordance herewith shall be effective upon receipt at the address of the addressee. Notice given by e-mail shall be deemed effective on the date sent, if sent before 5:00 p.m. central standard time. For purposes of notice, the addresses of the Parties shall be as follows:

- If to Farmersville to: Ben White, City Manager
City of Farmersville, Texas
205 S. Main
Farmersville TX 75442

- With a copy to: Brown & Hofmeister, L.L.P.
Alan Lathrom, City Attorney
740 E. Campbell Rd., Ste. 800
Richardson, TX 75082

- If to Lavon, to: Kim Dobbs, City Administrator
City of Lavon, Texas
P.O. Box 340
Lavon, TX 75166

- With a copy to: Messer, Rockefeller & Fort
Andy Messer, City Attorney
6371 Preston Road, Suite 200
Frisco, TX 75034

9.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

9.9 Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9.10 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(signature page to follow)

EXECUTED THIS _____ day of _____, 2017.

City of Lavon, Texas

By: _____
Charles A. Teske, Jr., Mayor

Attest:

By: _____
Kim Dobbs, City Administrator

EXECUTED THIS _____ day of _____, 2017.

City of Farmersville, Texas

By: _____
Diane Piwko, Mayor

Attest:

By: _____
Sandra Green, City Secretary



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 9-D

Item:

Discussion and action regarding Ordinance No. 2017-11-01 amending Ordinance No. 2005-06-02 regarding quiet hours for construction activities.

Background:

In 2005, the City Council approved Ordinance No. 2005-06-02 that established time parameters for construction activities and equipment operation in the vicinity of residential properties. Basically, the ordinance established the hours from 8:00 p.m. to 6:00 a.m. as quiet hours.

A resident requested and the Council directed that an amendment be brought forward to extend the quiet hours from 8:00 p.m. to 7:00 a.m., increasing the quiet hours by one hour in the morning.

Attachments: Proposed Ordinance
Ordinance No. 2005-06-02

November 1, 2017

CITY OF LAVON, TEXAS
ORDINANCE NO. 2017-11-01

Control of Noise – Amending Ord. No. 2005-06-02

AN ORDINANCE OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2005-06-02 TO EXPAND THE RESTRICTED HOURS BY AMENDING THE MORNING (A.M.) RESTRICTION FROM 6:00 AM TO 7:00 AM; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$200.00); PROVIDING FOR PUBLICATION OF THIS CAPTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas (“City Council”) has been presented with concerns regarding the control of noise regulations and allowed time for activity in the morning; and

WHEREAS, the City Council has determined the following amendment would be in the best interest of the safety, health and general welfare of its citizens.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated as if fully set forth herein.

Section 2. Amendment. Section 4. Establishing Times When Commercial or Heavy Equipment May Not Be Operated, A); Section 5. Establishing Times When Construction May Occur, A); Section 6. Allowing for Special After-Hours Construction or Equipment Permits with Neighbor Approval, A) and B) of Ordinance No. 2005-06-02, shall be amended by changing the morning restriction from 6:00 AM to 7:00 AM.

Section 3. Penalties. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Lavon, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$200.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 4. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Lavon, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 5. Severability. In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provisions hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Lavon, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. Open Meeting. It is hereby officially found and determined that all notice required by law has been given and notice of this Ordinance was posted and the Ordinance passed in accordance with the Open Meeting Act.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 7th day of November 2017.

Charles A. Teske, Jr., Mayor

ATTEST:

Kim Dobbs, City Administrator | City Secretary

ORIGINAL

CITY OF LAVON, COLLIN COUNTY TEXAS

ORDINANCE NO: 2005-06-02

CONTROL OF NOISE

AN ORDINANCE OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS PROVIDING FOR THE CONTROL OF NOISE WITHIN THE CITY OF LAVON; MAKING IT UNLAWFUL TO CAUSE OR ALLOW TO BE CAUSED LOUD OR RAUCOUS NOISE, ESTABLISHING TIMES WHEN CONSTRUCTION ACTIVITIES MAY OCCUR, ESTABLISHING TIMES WHEN COMMERCIAL OR HEAVY EQUIPMENT MAY NOT BE OPERATED, ALLOWING FOR SPECIAL AFTER HOURS CONSTRUCTION OR EQUIPMENT PERMITS WITH NEIGHBOR APPROVAL, EXCEPTING POLICE, FIRE, AMBULANCE AND EQUIPMENT USED AT THE DIRECTION OF EMERGENCY PERSONNEL, EXCEPTING PUBLIC UTILITY COMPANIES DURING EMERGENCY, REPEALING ORDINANCE 2001-03-01, PROVIDING A PENALTY NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE, AND PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon has been presented with concerns by citizens regarding the control of noise in the City of Lavon;

WHEREAS, the City Council has given due and diligent thought to this concern; and

WHEREAS, the City Council believes it is in the best interest for the City of Lavon, its citizens and visitors to establish a control of offensive noise within the City of Lavon.

NOW THEREFORE:

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

SECTION 1. DEFINITIONS

- A) All definitions contained within this ordinance are for the purpose of this ordinance only and shall have no impact on any other rule, law or ordinance unless referenced directly within said rule, law or ordinance.
- B) "CONSTRUCTION" shall mean any work associated with the assembly, construction or repair of any of the following within the City of Lavon:
- 1) Building,
 - 2) Structure,
 - 3) Parking lot,
 - 4) Street, or
 - 5) Alley.
- C) "EQUIPMENT" shall mean any truck, tractor, trailer, air compressor jackhammer or other item generally accepted as being equipment.
- D) "HEAVY EQUIPMENT" shall mean any piece of equipment that is normally recognized as heavy equipment.

SECTION 2. REGULATION OFFENSIVE NOISE

- A) It shall be unlawful for any person to make, cause to be made, or allow to be made, any noise that is offensive to the ordinary sensibilities of the inhabitants of the City of Lavon.
- B) It shall be unlawful for any person to make, cause to be made, or allow to be made, any noise that interferes with the public peace and comfort within the City of Lavon.

SECTION 3. REGULATION OF SPECIFIC ACTS DEEMED TO BE INHERENTLY LOUD OR RAUCOUS

- A) It shall be unlawful for any person to make, cause to be made or allow to be made any noise by the following acts, which have been declared inherently loud or raucous:
- 1) Sounding any horn or signal device on any automobile or other vehicle except as a danger or warning signal as allowed by law; or

- 2) The playing of any radio, stereo, compact disk player, public address system, sound amplification device, musical instrument or sound generating device that can be heard more than fifty feet (50') from the device.
- 3) The keeping of any dog, fowl or other animal that creates a loud or disturbing noise.
- 4) The use of any motor powered vehicle that is in disrepair to the point of creating additional or unusual noise.
- 5) The discharge of any motor vehicle exhaust except through a properly maintained muffler that eliminates the excessive noise from said exhaust.
- 6) Shouting, yelling or fighting that may be offensive to the inhabitants of the City of Lavon.
- 7) The use of a bell, siren or whistle on any vehicle other than an emergency vehicle.

SECTION 4. ESTABLISHING TIMES WHEN COMMERCIAL OR HEAVY EQUIPMENT MAY NOT BE OPERATED

- A) Except as provided in section 6, it shall be unlawful for any person or business to operate, cause to be operated, or allow to be operated, equipment or heavy equipment within five hundred feet (500') of an inhabited residential structure between the hours of eight (8) PM and six (6) AM.

SECTION 5. ESTABLISHING TIMES WHEN CONSTRUCTION MAY OCCUR

- A) Except as provided in section 6, it shall be unlawful for any person or business to perform, cause to be performed, or allow to be performed any construction activity that causes loud noise within five hundred feet (500') of an inhabited residential structure between the hours of eight (8) PM and six (6) AM.
- B) Construction activity that causes loud noise shall in clued but not be limited to:
 - 1) Hammering,
 - 2) Sawing,
 - 3) Operation of backhoes, loaders, tractors or compressors, or

- 4) Any other activity that would disturb the piece and tranquility of the community.

SECTION 6. ALLOWING FOR SPECIAL AFTER HOURS CONSTRUCTION OR EQUIPMENT PERMITS WITH NEIGHBOR APPROVAL

A) Any person or business may apply for a special one hundred eighty (180) day permit to perform, cause to be performed, or allow to be performed any construction activity that causes loud noise within five hundred feet (500') of an inhabited residential structure between the hours of eight (8) PM and six (6) AM. Said permit shall be issued when the following conditions have been met by the person or business:

- 1) File with the City of Lavon a completed application for special after hours equipment permit, and
- 2) File with the City of Lavon an approved signed and notarized statement from any and all households which are within five hundred feet (500') of any location the equipment may be operated, and
- 3) Pay to the City of Lavon an application fee of fifty dollars (\$50.00).

B) Any person or business may apply for a special one hundred eighty (180) day permit to operate, cause to be operated, or allow to be operated, equipment or heavy equipment within five hundred feet (500') of an inhabited residential structure between the hours of eight (8) PM and six (6) AM. Said permit shall be issued when the following conditions have been met by the person or business:

- 4) File with the City of Lavon a completed application for special after hours equipment permit, and
- 5) File with the City of Lavon an approved signed and notarized statement from any and all households which are within five hundred feet (500') of any location the equipment may be operated, and
- 6) Pay to the City of Lavon an application fee of fifty dollars (\$50.00).

SECTION 7. EXCEPTING POLICE, FIRE, AMBULANCE AND EQUIPMENT USED AT THE DIRECTION OF EMERGENCY PERSONNEL

A) It shall be an exception to any and all portions of this ordinance if the noise is created by or at the specific direction of a police officer, fireman, or

ambulance personnel and or the equipment is operated by or at the direction of any police officer, fireman, or ambulance personnel while in the performance of their official duties.

SECTION 8. EXCEPTING PUBLIC UTILITIES PERFORMING EMERGENCY REPAIRS OR RESTORING SERVICE

- A) It shall be an exception to Section 4, Section 5 and Section 6 of this ordinance if the noise is created by or at the specific direction of a public utility company while performing emergency repairs or restoring service.

SECTION 9. REPEALING ORDINANCE 2001-03-01

- A) This ordinance shall repeal in act and effect the previously passed ordinance 2001-03-01.

SECTION 10. FINES AND FEES

- A) Any person violating any portion of this Ordinance shall be deemed guilty of a Class "C" misdemeanor and upon conviction be punishable by a fine of not less than fifty dollars, (\$50.00) nor more than two hundred dollars (\$200.00).
- B) Each act shall constitute a separate violation under this Ordinance and shall result in a separate fine.


SECTION 11. SEVERABILITY

It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses or phrases of this ordinance shall be declared unconstitutional or otherwise illegal by the valid judgement or decree of any court of competent jurisdiction, such event shall not effect any remaining the sections, paragraphs, sentences, clauses or phrases of this ordinance.

SECTION 12. EFFECTIVE DATE

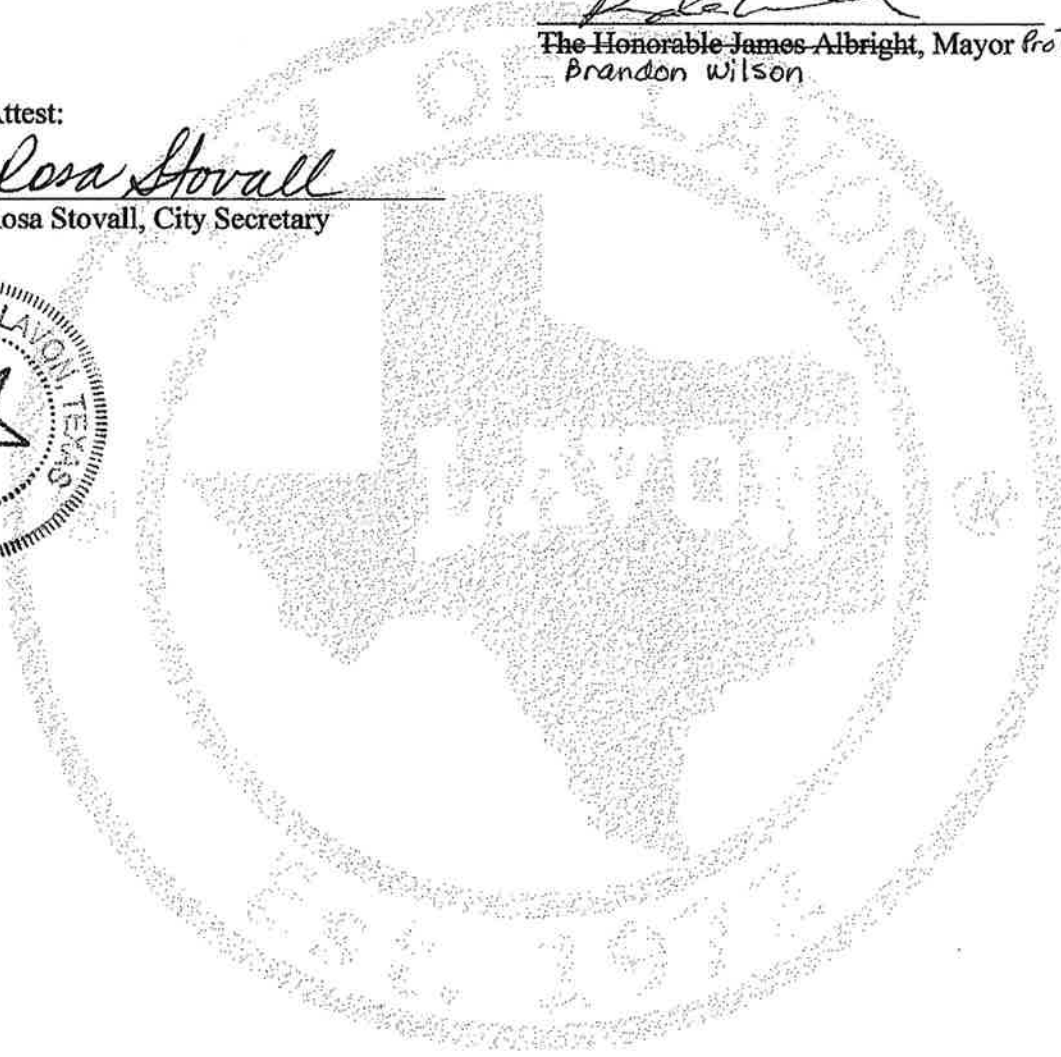
This ordinance shall be in full force and effect from and after its passage and publication and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS ON THIS *16* **DAY OF** *June* **,2005.**


The Honorable ~~James Albright~~, Mayor *Pro Tem*
Brandon Wilson

Attest:


Rosa Stovall, City Secretary





**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 9 - E

Item:

PUBLIC HEARING, discussion and action regarding an application submitted by Fred Finch, Chandler Signs on behalf of owner Jonathan Kuipers, NGREHC, LLC, for a variance to Ordinance No. 2003-04-01, Sign Ordinance, Section 17 Prohibited Signs, to permit an “Illuminated Sign” at 410 SH 78, Lavon, Texas near the intersection of SH 78 and Lake Road.

Background:

Background Information

Owner: Jonathan Kuipers, NGREHC, LLC

Applicant: Fred Finch, Chandler Signs

Location: 410 SH 78
Southeast corner of the intersection of SH 78 and Lake Road

Property Description: LAVON BUSINESS PARK (CLA), BLK A, LOT 6R2; REPLAT
City of Lavon, Collin County, Texas

Current Zoning: Business District 1

Description

of Request: Consideration of a sign variance

The applicant submitted a permit for an illuminated monument sign for a dental office for the building located at 410 SH 78, on the corner of the intersection of SH 78 and Lake Road. The dental office is a single occupant of the building. The application states that the applicant is seeking requesting review and clarification of the Sign Ordinance, Section 17, Prohibited Signs, Table 17 Prohibited Signs and Standards.

On October 17, 2017, the City Council conducted and continued a public hearing regarding the requested variance. It was determined that the applicant would submit additional information for the Council’s consideration, specifically with respect to possible limitations to the frequency and duration of changing text and images, guidelines from other cities for parameters of operation for the type of requested sign and sample illustrations regarding the proposed sign.

The applicant was advised at the meeting and via subsequent email that information to be included in the Council’s meeting packet should be submitted by November 2 or mid-week. Information has not been received as of noon on Friday, November 3.

Code Excerpt:

The Sign Ordinance, Ordinance No. 2003-04-01, Section 1, Definitions provides the definition of Illuminated Signs as follows:

Illuminated Sign. The term “illuminated sign” shall mean any sign which has characters, letters, figures or designs illuminated by electric lights, luminous tubes or other means that are specifically placed to draw attention to, or to provide nighttime viewing of, the subject matter on the sign face. These lights shall not interfere with traffic or surrounding land use.

Section 17, Prohibited Signs provides that illuminated signs are prohibited in Table 17-1 Prohibited Signs and Standards. Immediately following Table 17-1, the ordinance states that signs not authorized are prohibited unless granted a variance by the City.

Illuminated	<p>No sign shall be illuminated to such intensity or in such a manner, as to cause glare or brightness to a degree than it constitutes a hazard or nuisance. Moving, flashing, intermittently lighted, changing color, beacons, revolving, or similarly constructed signs shall not be allowed. Jump clocks showing time, temperature, and similar data may be allowed.</p> <p>No lighted sign shall be erected within one hundred and fifty feet (150’) of a residential district unless the lighting is shielded from view of the residential district.</p>
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Any additional signs not authorized by this ordinance are to be considered prohibited signs unless granted a variance by the City.

Section 15, Approval of Variances states that the Council may consider variances for height restrictions, sign plan review and size requirements.

SECTION 15 APPROVAL OF VARIANCES:

The City Council may, after public hearing, grant variances to the Sign Ordinance as follows:

- (A) Setbacks or height restrictions for new signs when compliance with the required setback or height restriction would create a hardship.
- (B) Review of sign plans as provide under this Ordinance.
- (C) Size requirements when compliance with required size restrictions would create a hardship.

The ordinance does not authorize a variance for the *type* of sign, despite that fact that Section 17-1 would appear to indicate otherwise. There appears to be a question as to the Council’s authority to approve a variance for the type of undefined sign.

Sample signs:



McDonalds, SH 205, Rockwall setback est. 57 feet



White Hills Dr., Rockwall, setback est. 20.5 feet

Layout of proposed sign



Site of proposed sign, setback est. 29.6 feet

Staff Notes:

Although there is not a specific definition for a sign that is an “electronic message center” with “static messages” or “changeable copy”, the definition and prohibition text of an illuminated sign are consistent with the description of the sign requested.

The public safety concerns sighted for the prohibition of the illuminated sign would apply to the requested sign as well. As there is not a clear provision for the granting of a variance for the type of sign, the staff recommends denial of the request.

Attachments: Variance Application
 Sign Permit Application

November 3, 2017



CITY OF LAVON

P.O. Box 340 ~ 120 School Rd.
Lavon, TX 75166
Office (972) 843-4220 ~ Fax (972) 843-0397

Application for an Appeal, Variance, or Adjustment

Fee \$100.00 plus costs

(Costs shall include the actual cost to the City plus 10% administrative fee.)

Items to be included with Variance Application:

1. Ordinance or Requirement of which you are requesting a variance.
2. Written description of exactly what is to be varied within Rule or Ordinance.
3. Hardship necessitating this variance.

Jonathan Kuipers (NGREHC LLC) 9/25/17 214-780-8302
 Owner Name Date

3910 Harlington LN. Richardson, TX 75082 214-780-8302
 Street Address City, State, Zip Phone Number

Fred Finch (Chandler Signs) 972-740-1751
 Representative or Agent Phone Number

410 St. Hwy 78 Sign Review
 Location of Property Type of Variance

Office Use Only

<u>9/26/17</u>	<u>\$100.00</u>	<u>1321</u>
Date Received	Fee	Receipt/Check #
<u>9/26/17</u>	_____	_____
Date Paid	Next P&Z Meeting	Next CC Meeting

Application for Variance City of Lavon

1) Ordinance or Requirement of which you are requesting a variance.

We are requesting review and clarification of Section 17 Prohibited Signs, Table 17-1 Prohibited Signs and Standards.

Prohibited Signs	Standard
	<p>uses them, or to knowingly cause or to permit the same to be done for her or his benefit.</p> <p>(2) It shall also be unlawful for any person to scatter or throw any handbill, circular, cards, tear sheets, or any other advertising device of any description, along or upon any street or sidewalk in the City of Lavon.</p>
Pole Signs	No portion of any pole or ground sign shall be erected upon or over public property, unless the same is erected by the City, or with the permission of the City for public purposes.
Illuminated	<p>No sign shall be illuminated to such intensity or in such a manner, as to cause glare or brightness to a degree than it constitutes a hazard or nuisance. Moving, flashing, intermittently lighted, changing color, beacons; revolving, or similarly constructed signs shall not be allowed. Jump clocks showing time, temperature, and similar data may be allowed.</p> <p>No lighted sign shall be erected within one hundred and fifty feet (150') of a residential district unless the lighting is shielded from view of the residential district.</p>
Balloon	No person shall erect, maintain or permit the erection of, for advertising purposes, any balloons, flags, pennants, or other floating device anchored to the ground or to any other structure within the City of Lavon except as approved under promotional signage.
Billboard	Prohibited and unlawful.
Roof	Prohibited and unlawful.
Off Premise	Signs advertising or promoting business, offices, retail, commercial or any other use permitted by this ordinance, located at a place other than where the sign is physically located is prohibited.
Misc.	Searchlights will not be permitted within the City limits.

Any additional signs not authorized by this ordinance are to be considered prohibited signs unless granted a variance by the City.

2) Written Description of exactly what is to be varied within the Rules or Ordinance.

We are requesting a monument sign with an electronic message center that will have static messages. The Sign Ordinance of the City of Lavon does not specifically prohibit signs with changeable copy, but prohibits signs that intentionally try to draw attention by having lights that move, flash and other actions specified in the table above. This is being used to prohibit legitimate forms of on-premise advertising with static images and copy.

3) Hardship necessitating this Variance.

Lavon Dental is being denied the ability to install a monument sign with electronic changeable copy when this type of sign is not specifically prohibited in the Sign Ordinance. This type of sign is a valuable asset to business in creating awareness and increased revenues.



CITY OF LAVON

P.O. Box 340 - 120 School Rd. - Lavon, TX 75166
 Office 972-843-4220 - Fax 972-843-0397 - Inspection 972-853-0855
 Email: leann.mcclendon@cityoflavon.org

COMMERCIAL BUILDING PERMIT APPLICATION

Please type or print clearly. Incomplete applications will not be accepted.

CONSTRUCTION/PROJECT ADDRESS: _____ DATE: _____

<input checked="" type="checkbox"/> PROPERTY OWNER <input checked="" type="checkbox"/> TENANT* <i>(owner)</i> Name: <u>LAVON Dental</u> <i>(Galland Dental)</i> Address: <u>410 Hwy 78</u> City/State/Zip: <u>LAVON TX</u> Phone #: <u>214-780-8320</u> Fax #: _____ Owner Name (if tenant): <u>Jonathan Kuipers</u>	<input type="checkbox"/> ARCHITECT <i>Sign Construction</i> <input type="checkbox"/> ENGINEER License/Registration #: <u>18164-79762</u> Name: <u>Bobby Nichols</u> Company Name: <u>Chandler SIGNS</u> Address: <u>3201 Marcor Way</u> City/State/Zip: <u>Dallas TX 75235</u> Phone #: <u>972-739-6557</u> Fax #: <u>214-902-2044</u>
---	--

*May require written approval from Property Owner

CONTRACTOR: GENERAL ELECTRICAL MECHANICAL PLUMBING OWNER-BUILDER
 SEWER HVAC *SIGN* IRRIGATION ROOFING OTHER: _____

Company/Name: Chandler SIGNS License/Registration #: 18164-79762
 Address: 3201 Marcor Way License Class: Master SIGN ELEC *ELEC SIGN Cont.*
 City/State/Zip: Dallas TX 75235 Expiration: 12-6-17 - 11-17-17
 Phone #: 972-739-6557 Fax #: 214-902-2044 Business License #: 18164

SUB-CONTRACTOR(S):

ELECTRICAL: CHASTANT ELEC. Phone #: 972-739-6557
 MECHANICAL: _____ Phone #: _____
 PLUMBING: _____ Phone #: _____
 IRRIGATION: _____ Phone #: _____
 SEPTIC: _____ Phone #: _____

NOTICE TO APPLICANT: This permit is issued on the basis of information furnished in this application and on any submitted plans. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances and any other applicable ordinances of the City, regardless of information and/or plans submitted.

SCOPE OF PERMIT: For new buildings and additions to existing buildings, this permit authorizes all structural, plumbing, electrical and mechanical work to be performed in the construction of the building or structure at this address if completed during initial construction. Separate subcontractor permits may be required. The permit holder is required to use only sub-contractors licensed, registered or bonded by the City of Lavon where such a requirement is applicable.

<p>DESCRIPTION OF WORK:</p> <input type="checkbox"/> NEW BUILDING <input type="checkbox"/> REMODEL - <input type="checkbox"/> Interior <input type="checkbox"/> Exterior <input type="checkbox"/> NEW BUILDING (Shell) <input type="checkbox"/> ADDITION <input type="checkbox"/> FINISH OUT <input type="checkbox"/> REPAIR / REPLACEMENT <input type="checkbox"/> CONVERSION <input type="checkbox"/> FENCE - TYPE: _____ <input type="checkbox"/> ACCESSORY BUILDING <input type="checkbox"/> OTHER (EXPLAIN): _____ <p>Comments: <u>Reface Re pair Upgrade Mount SIGN</u></p>	<p>BUILDING INFORMATION AREA IN SQUARE FEET (Project S.F.)</p> Under Roof: _____ A/C: _____ Garage: _____ Lot Size: _____ Building Height: _____ Ft. # of Stories: _____ Site Coverage %: _____ <u>SIGN BOP</u>	<p>BUILDING USE/OCCUPANCY</p> Accessory Building <input type="checkbox"/> Townhouse <input type="checkbox"/> Apartment <input type="checkbox"/> Duplex <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial/Warehouse <input type="checkbox"/> Church <input type="checkbox"/> School <input type="checkbox"/> Other (Explain Below) <input type="checkbox"/>
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CITY OF LAVON

P.O. Box 340 - 120 School Rd. - Lavon, TX 75166
 Office 972-843-4220 - Fax 972-843-0397 - Inspection 972-853-0855
 Email: leann.mcclendon@cityoflavon.org

Date Received: _____

PERMIT #: _____

COMMERCIAL BUILDING PERMIT APPLICATION

Please type or print clearly. Incomplete applications will not be accepted.

ELECTRIC:	<input type="checkbox"/> FEC <input type="checkbox"/> TXU <input type="checkbox"/> Other _____	HAZARDOUS MATERIALS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
GAS IN BUILDING?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Total Valuation	Equation Valuation = Total Sq. Ft	X	current building data
\$1 - \$5,000	\$200.00		Fee <i>200.00</i>
\$5,001 - \$25,000	\$200.00 for 1 st \$5,000 and \$12.00 for each add. \$1,000 or portion thereof, to & including \$25,000		
\$25,001 - \$50,000	\$440.00 for 1 st \$25,000 & \$9.00 for each add. \$1,000 or portion thereof, to & including \$50,000		
\$50,001 - \$100,000	\$652.50 for 1 st \$50,000 & \$6.83 for each add. \$1,000 or portion thereof, to & including \$100,000		
\$100,001 - \$500,000	\$994.00 for 1 st \$100,000 & \$5.60 for each add. \$1,000 or portion thereof, to & including \$500,000		
\$500,001 - \$1,000,000	\$3,234 for 1 st \$500,000 & \$4.75 for each add. \$1,000 or portion thereof, to & including \$1,000,000		
\$1,000,000 & Up	\$5,608 for 1 st \$1,000,000 & \$3.65 for each add. \$1,000 or portion thereof, to & including \$1,000,000		
Remodel/Finish-Out	20% table (N) + \$350.00		

Signs, Parking Lots, Detached Structures, Fire Systems, and Support Facilities have to be permitted separately.

Requested Permit		Fee
Plumbing Only/Electrical/Mechanical : \$75.00	Certificate of Occupancy : \$100.00	
Right of way excavation : \$100.00 + (C) in ord.	Exterior light structure : \$50.00 per structure	
Flatwork only (each) : \$100.00	Finish out : 20% table (N) + \$350.00	
Permanent Signs : \$125.00 Electrical ; \$250.00 Temporary ; \$50.00 (1 inspection included)		<i>250.00</i>
Building : *moving \$100.00 + inspections *demolition: \$250.00	Fence : \$50.00 for first 100 ft. + \$0.50 per linear feet over 100 ft.	
	<i>Renew</i> Contractor Registration : \$50.00	<i>50.00</i>
Irrigation Systems : \$150.00	Special Use Other: \$100.00 + inspections	
Parking lots : \$200.00 per 10,000 sq. ft. of parking lot or portion thereof		
Screen walls : \$50.00 for first 100 ft. + \$0.50 per linear feet over 100 ft.	Retaining wall : \$200.00 + cost	
Fire Alarm /Sprinkler System permit: prices listed on Application		
Miscellaneous : <i>400</i>		<i>300.00</i>
Total Fees		<i>500.00</i>

Plans must include Plot, Floor, Foundation, Electrical, HVAC, ADA, Plumbing, and Energy Code Compliance. All pages should be marked accordingly. Finish-outs/remodels are subject to change from above.

I have carefully read the complete application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the city ordinance and state laws will be complied with. Whether herein specified or not, I agree to comply with all property restriction. I am the owner of the above property or his duty authorized agent. Permission is hereby granted to enter premises and make all inspections.

Date: <i>9-19-17</i>	Owner/Submitters Printed Name: <i>Bobby Nichols / Chandler Sims</i>	Owner/Submitters Signature: <i>[Signature]</i>
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For City Use Only

Zoning:	Amount Paid:	Check No.
Inspectors Printed Name:	Inspectors Signature:	Date Approved:
In takers Printed Name: <i>LeAnn McClendon</i>	In Takers Signature: <i>[Signature]</i>	Date Pick Up:

Kim Dobbs

From: Fred Finch <FFinch@chandler signs.com>
Sent: Wednesday, November 01, 2017 6:49 PM
To: Kim Dobbs
Subject: Re: City of Lavon - Sign Permit

Thank you, I will

Fred Finch
Account Manager
214-902-2000 x 6537
972-740-1751 - Cell
ffinch@chandler signs.com

On Nov 1, 2017, at 6:47 PM, Kim Dobbs <kim.dobbs@cityoflavon.org> wrote:

If you have information to be included in the meeting packet for the Council's consideration, please provide it to me by tomorrow.

Thank you,

Kim Dobbs
City Administrator | City Secretary
City of Lavon
972-843-4220
kim.dobbs@cityoflavon.org

From: Fred Finch [<mailto:FFinch@chandler signs.com>]
Sent: Wednesday, November 01, 2017 6:44 PM
To: Kim Dobbs <kim.dobbs@cityoflavon.org>
Subject: Re: City of Lavon - Sign Permit

Yes we are.

Thank you

Fred Finch
Account Manager
214-902-2000 x 6537
972-740-1751 - Cell
ffinch@chandler signs.com

On Nov 1, 2017, at 6:18 PM, Kim Dobbs <kim.dobbs@cityoflavon.org> wrote:

Fred,
Are you planning to move forward with your sign permit variance before the Lavon City Council?

Thank you,
Kim

Kim Dobbs
City Administrator | City Secretary
City of Lavon
972-843-4220
kim.dobbs@cityoflavon.org



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: November 7, 2017

ITEM: 9-F

Item:

Discussion and action regarding water utility rate increase.

Attachments: Water Utility – Rate Increase Notification

November 3, 2017



BEAR CREEK SUD

Telephone 1-972-843-2101 • P.O. Box 188
Lavon, Texas 75166

OCTOBER 17, 2017

RATE INCREASE NOTIFICATION

Bear Creek Special Utility District (SUD) purchases all treated water from North Texas Municipal Water District (NTMWD). NTMWD notified the SUD in September 2017 that the cost of treated water would increase by 10% beginning October 1, 2017.

The rising costs of rates are due to three primary issues according to NTMWD:

- Maintaining aging infrastructure
- Complying with increasing regulatory requirements
- Constructing projects/infrastructure to keep up with growing needs

As a result of the increase from NTMWD, the Board of Directors approved to increase the retail rate of water with the same pass-through 10% increase at the October 10, 2017 BOD meeting. The existing and new rates are shown below:

Existing Rates:

\$25.00 Minimum monthly bill
 \$5.50/1,000 GALS FOR 0 TO 5,000 Gallons
 \$6.10/1,000 GALS FOR 5,001 TO 10,000 Gallons
 \$7.00/1,000 GALS FOR 10,001 TO 15,000 Gallons
 \$8.65/1,000 GALS FOR 15,001 TO 25,000 Gallons
 \$9.75/1,000 GALS FOR OVER 25,001 Gallons

New Rates:

\$25.00 Minimum monthly bill
 \$6.05/1,000 GALS FOR 0 TO 5,000 Gallons
 \$6.71/1,000 GALS FOR 5,001 TO 10,000 Gallons
 \$7.70/1,000 GALS FOR 10,001 TO 15,000 Gallons
 \$9.52/1,000 GALS FOR 15,001 TO 25,000 Gallons
 \$10.73/1,000 GALS FOR OVER 25,001 Gallons

Cost of 5,000 Gallons of Water:

Old Rate = \$52.64
 New Rate = \$55.40
 Increased cost of \$2.76 compared to old rate

Construction Water Rates: (Fire Hydrant Meter)

\$9.75/1,000 Gallons

Construction Water Rates: (Fire Hydrant Meter)

\$10.73/1,000 Gallons

Cost of 10,000 Gallons of Water

Old Rate = \$83.29
 New Rate = \$89.12
 Increased cost of \$5.83 compared to old rate

The effective date of the rate increase will be on the bill due January 10, 2018 bill. The usage period is **November 20, 2017 to December 19, 2017.**

The Board of Directors is committed to providing all customers with safe and dependable water at the most reasonable rate possible. If you have any question or comments, please contact the district's office at 972-843-2101.

RECEIVED

OCT 18 2017

CITY OF LAVON