



AGENDA
OCTOBER 16, 2018
LAVON CITY COUNCIL
REGULAR MEETING – EXECUTIVE SESSION
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 PM

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. PUBLIC SAFETY EVENTS PRESENTATION

Presentation regarding National Night Out, Emergency Operations Center (EOC) Ribbon-Cutting and Lavon Volunteer Fire Department (LVFD)/EOC Open House

4. PROCLAMATION – Domestic Violence Awareness Month

5. CITIZENS COMMENTS

Citizens may comment on items that are not on the agenda (3-minute time limit/person). The only response can be to request the items to be placed on a future agenda for discussion and consideration.

6. ITEMS OF INTEREST/COMMUNICATIONS

Members may identify community events, functions and other activities.

- October 20, 2018 – Fall Festival 4-6pm
- November 27, 2018 – LEDC Small Business Bazaar 10am-3pm

7. 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 September 18, 2018 meeting.
- B. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 9/30/2018 and authorize the payment of funding for SH 78 widening project right-of-way acquisition and payment of invoices included therein.
- C. Approve Resolution No. **2018-10-01** authorizing the Mayor to execute an Amendment to the Interlocal Cooperation Agreement for Police Services with the City of Nevada to update the costs for services terms.

8. STAFF REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – 1) Monthly Reports for traffic stops, calls for service, call breakout and consolidated activity; 2) monthly reserve participation report and 3) community relations officer's update.
- B. Fire Services – 1) Fire Marshal's report and 2) LVFD report.
- C. Public Works Services – 1) General public works and street maintenance report including mowing and trash collection; 2) TxDOT projects report; 3) public works facility update and 4) sanitary sewer system maintenance.
- D. Administration Services – 1) Financial Outlook; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report, 5) Sales Tax Report and 6) administrative services report.

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi password: Guest2014

9. ITEMS FOR CONSIDERATION

- A. Discussion and action regarding the preliminary plat of the Bordeaux Addition on 4.91 acres of land situated in the S. M. Rainer Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.
- B. Discussion and action regarding the final plat of the Bordeaux Addition on 4.91 acres of land situated in the S. M. Rainer Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.
- C. Public Hearing, discussion and action regarding the replat of Commercial Tract 2, located northeast of the intersection of SH 78 and Burnett on 0.889 acres into three (3) residential single-family lots, Grand Heritage Club Addition (CCAD Property ID 2612617) adjacent to and situated northeast of the intersection of Burnett Drive and SH 78, west of Lavonia Landing, Lavon, Collin County, TX.
 - 1) Presentation of request
 - 2) PUBLIC HEARING regarding the request
 - 3) Discussion and action regarding the request.
- D. Discussion and action regarding Resolution No. **2018-10-02** approving the 2018 Annual Service Plan Updates for the Heritage Public Improvement District #1 (Residential).
- E. Discussion and action regarding Ordinance No. **2018-10-01** approving the 2018 Tax Roll Summary for the City of Lavon, Texas; providing a severability clause; and providing for an effective date
- F. Dispatch Agreement Resolution No. **2018-10-03** authorizing the Mayor to execute an Interlocal Dispatch Services Agreement with Collin County; and providing for an effective date.
- G. Discussion and action regarding the selection of a firm to provide public improvement district administration and service and assessment plan consultant services and authorization for the city staff and city attorney to negotiate a contract for services.
- H. Discussion and action regarding board and commission appointments – Parks and Recreation Board.

10. EXECUTIVE SESSION

The City Council may enter into executive session (closed meeting) pursuant to the Texas Government Code, Annotated, Subchapter 551, Sections 551.071 (2) and 551.071 (1) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Consultation with Attorney regarding pending litigation or settlement offer, to discuss the following:

- 1) Application of City to Obtain a Sewer Certificate of Convenience and Necessity (CCN), Public Utility Commission SOAH Docket No. 473-17-4339.WS, PUC Docket No. 46993.

11. RECONVENE FROM EXECUTIVE SESSION INTO REGULAR SESSION

In accordance with Texas Government Code, Section 551.001, et seq., the City Council will reconvene into regular session to discuss and take any action necessary as a result of each item listed in executive session including:

- A. Discussion and action regarding *Application of City of Lavon to Obtain a Sewer Certificate of Convenience and Necessity (CCN)*, Public Utility Commission SOAH Docket No. 473-17-4339.WS, PUC Docket No. 46993.

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 6, 2018
- Holiday schedule

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi password: Guest2014

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 October 12, 2018.



Kim Dobbs, City Administrator | City Secretary



CITY OF LAVON FALL FESTIVAL

and
Trick or Treat Street



Saturday, October 20

4pm-6pm

City Park @ Lavon City Hall

120 School Rd.



Free:

Hamburgers, Hotdogs, Chips, Drinks, Pumpkin Patch, Trick or Treat Street, Bounce House (children 6 and under), Hay Rides and more.



Today I added Lavon Family Dental, Optavia and I am waiting to hear back from a couple more vendors. If you know of anyone who would be interested, please send them my way.



BEAR CREEK SUD

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

September 21, 2018

ATTENTION: RATE INCREASE WORKSHOP

Tuesday, October 30, 2018

7:00 p.m. – 8:00 p.m.

Phylliss NeSmith Elementary Cafeteria
801 Presidents Blvd
Lavon, TX 75166

Bear Creek Special Utility District Board of Directors and Engineering staff will be holding a workshop to discuss the proposed rate increase for the minimum monthly service charge and water rates.

The workshop will address the North Texas Municipal Water District rate increase and the Texas Water Development Board loan and what is required to pay the debt service on the loan.

The Board of Directors are committed to providing all customers with safe and dependable water at the most reasonable rate possible. Please join the Board of Directors and Engineering staff at the workshop.



Fall Small Business Saturday
Saturday, Nov 24, 2018

10am to 3pm
(Setup @ 8am)

City Hall Gymnasium and Park Pavilion Area
120 School Rd

Reserve a spot today!

Name of Business _____
Type of Sales Products or Services _____
Name of Contact/Owner _____
Telephone _____ Email _____
Address _____, City _____ Zip _____

Reserve 6' x 8' Booth in Gymnasium ___with table \$25/___without table \$15
Reserve 10' x' 10' Booth in Park Pavilion ___with table \$25/___without table \$15
Reserve 10' x 10' Booth around Park Area ___with table \$25/___without table \$15



****NO REFUNDS****

Checks payable to: **Lavon Economic Development Corp**

Mail to LEDC P.O. Box 340, Lavon , 75166 **OR** visit our office at City Hall 120 School Rd. Lavon TX 75166
For question and information contact Micki Hollien 214 934 7190 micki.hollien@lavonedc.com

"The City of Lavon has informed the Lavon Economic Development Corporation that vendors at the Bazaar need to be aware of the safe handling of food and food items. The City of Lavon has a requirement for a permit for food vendors preparing food on site and selling the food to the public. Please contact the City of Lavon for the permit requirements at 972 843 4220. Note samples are ok to be handed out, not sold. If you are planning on selling food items for sale that are prepackaged and not in open package, at the Bazaar, you will need to comply with the Texas Cottage Law. See www.texascottagelaw.com for more information. You will need a food handlers license which can be obtained on line. See <http://texascottagefoodlaw.com/Resources/Food-Handlers-Certification>."



PROCLAMATION

City of Lavon, Texas

“Domestic Violence Awareness Month”

WHEREAS, in 1989 the United States Congress designated October as National Domestic Violence Awareness Month; and

WHEREAS, domestic violence is broadly defined as a pattern of abusive behaviors by one or both partners in an intimate relationship such as marriage, dating, family or friends; and

WHEREAS, domestic violence crosses ethnic, racial, sexual preference, economic, age, educational and religious lines and statistics indicate that 1 in 3 women and 1 in 4 men will experience intimate partner and/or family violence during their lifetimes; and

WHEREAS, children exposed to domestic or family violence may experience feelings of terror, isolation, guilt, helplessness and grief that may result in a higher risk of criminal behavior, substance abuse, becoming physically violent or becoming a victim of domestic violence; and

WHEREAS, it is incumbent on every citizen to aid and assist those suffering from domestic abuse and let victims know that support is available;

NOW THEREFORE, be it proclaimed that the month of October 2018 shall be designated

Domestic Violence Awareness Month

in the City of Lavon and all residents of Lavon should endeavor to bring an end to domestic violence through awareness, education and community support.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Lavon, Texas, to be affixed this 2nd day of October, 2018.




Vicki Sanson, Mayor



**MINUTES
SEPT 18, 2018
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M. REGULAR MEETING – EXECUTIVE SESSION**

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

ABSENT: TIM DAVIS, PLACE 4

1. **MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**
2. **MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND PASTOR MIKE POWELL, FIRST ASSEMBLY CHURCH LAVON DELIVERED THE INVOCATION.**

PROCLAMATIONS

- A. **National Night Out, October 2, 2018** Mayor Sanson presented Police Chief Mike Jones and first responders with a proclamation designating October 2, 2018 as National Night Out in the City of Lavon. (*Mr. Kell arrived at 7:05 p.m.*)
- B. **Fire Prevention Week, October 7-13, 2018** Mayor Sanson presented Fire Marshal Jon Scott and first responders with a proclamation designating October 7-13, 2018 as Fire Prevention Week in the City of Lavon.

Mayor Sanson announced that the Council would consider budget and tax rate items out of order.

7. ITEMS FOR CONSIDERATION

- A. **Discussion and Action regarding Ordinance No. 2018-09-01 amending Ordinance No. 2017-09-05 that approved and adopted a Budget for the City for the Fiscal Year October 1, 2017 through September 30, 2018, as amended, to amend revenues and expenditures of the Budget; and providing an effective date.**

City Administrator Kim Dobbs explained that an amendment to the budget was proposed to fund unanticipated expenditures and provide revenues received in excess of budgeted levels. Ms. Dobbs reviewed and answered questions regarding the specific amended account lines.

MOTION: APPROVE ORDINANCE NO. 2018-09-01 AMENDING ORDINANCE NO. 2017-09-05 THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR FISCAL YEAR OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018, AS AMENDED, TO AMEND REVENUES AND EXPENDITURES OF THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

- B. **Discussion and action regarding Ordinance No. 2018-09-02 approving and adopting a Budget for the City for the Fiscal Year October 1, 2018 through September 30, 2019; providing that expenditures for said fiscal year shall be made in accordance with said Budget; and providing an effective date.**

Ms. Dobbs outlined the assumptions for the proposed FY 2018-19 included in the budget, noting specifically that the ad valorem tax rate, sanitary sewer utility rate and garbage utility rate were not changed. Ms. Dobbs provided information regarding the recent Collin County approval of funding of \$89,000 to pay the City's participation in the TxDOT SH 205 widening project. Ms. Dobbs informed the council that County Commissioner Cheryl Williams was a very strong advocate for the City's request for assistance. The consensus of the Council was to include funding of \$4600 in account 40-6207 to begin the LVFD stipend program earlier than originally anticipated and to remove the account item for the SH 205 widening participation. Mayor Sanson acknowledged the state law requirement for a record vote on the budget.

MOTION: APPROVE ORDINANCE NO. 2018-09-02 APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND

SECONDED: COOK

The Mayor called roll for the vote:

PLACE 1-JOHN KELL	FOR
PLACE 2-MIKE COOK	FOR
PLACE 3-KAY WRIGHT	FOR
PLACE 4 TIM DAVIS	ABSENT
PLACE 5-MINDI SERKLAND	FOR

APPROVED: UNANIMOUS
Absent: DAVIS

- C. Discussion and action regarding Ordinance No. 2018-09-03 levying the Ad Valorem Taxes for the Fiscal Year 2018-2019 at a rate of \$0.4557 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the corporate limits of the City as of January 1, 2019, to provide revenues for the payment of current expenses and all outstanding debts of the City; providing for due and delinquent dates together with penalties and interest; providing a severability clause and an effective date.**

Ms. Dobbs provided information relating to the ad valorem tax, effective tax rate and rollback tax rate and noted that the proposed ad valorem tax rate of 45.57 cents per hundred dollars valuation is comprised of 22.1741 cents for maintenance and operations (M&O) and 23.3959 cents for interest and sinking (I&S) for debt service on the 2018 tax note and 2013 tax note. It was stated that the sewer fund and Lavon Economic Development Corporation provide transfers to the general fund to off-set the I&S commitment.

MOTION: APPROVE ORDINANCE NO. 2018-09-03 LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2018-2019 AT A RATE OF \$0.4557 PER ONE HUNDRED DOLLARS (\$100.00) OF ASSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2019, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

MOTION MADE: SERKLAND

SECONDED: KELL

APPROVED: UNANIMOUS
Absent: DAVIS

- D. Discussion and action regarding Ordinance No. 2018-09-04 approving and adopting a Fee Schedule for the Fiscal Year October 1, 2018 through September 30, 2019; and providing an effective date.**

Ms. Dobbs reviewed the changes in proposed fees for FY 2018-2019, noting rental rates will increase by \$5.00 for city facility rentals and the fee for checks returned for insufficient funds will increase to \$35. Additional proposed increases included setting a minimum commercial sanitary sewer rate equivalent to residential of \$45/month and the addition of fire inspection and permit fees.

MOTION: APPROVE ORDINANCE NO. 2018-09-04 APPROVING AND ADOPTING A FEE SCHEDULE FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

Absent: DAVIS

Mayor Sanson announced that the agenda order would be resumed.

3. CITIZENS COMMENTS

There were none.

4. ITEMS OF INTEREST/COMMUNICATIONS

- September 22, 2018 – Community Open House-Lavon Fire Station and EOC 3-5pm.
- October 2, 2018 - National Night Out 6:30 pm
- October 20, 2018 - Fall Festival 4-6pm
- November 24, 2018 - LEDC Small Business Bazaar 10am-3pm

5. CONSENT AGENDA

- A. Approve the Minutes of the September 4, 2018 meeting.**
- B. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 8/31/2018 and authorize the payment of invoices included therein.**
- C. Approve Resolution No. 2018-09-07 authorizing the Mayor to execute a Cooperative Purchasing Agreement with the City of Grand Prairie, Texas, subject to City Administrator and City Attorney approval.**
- D. Approve the Seal of the Lavon Volunteer Fire Department (LVFD).**
- E. Approve Resolution No. 2018-09-08 authorizing the Mayor to execute an Amendment to the Interlocal Agreement for Animal Control and Animal Shelter Services with Collin County for a one (1) year period from October 1, 2018 to September 30, 2019; and providing for an effective date.**

MOTION: APPROVE THE CONSENT AGENDA AS PRESENTED.

MOTION MADE: WRIGHT

SECONDED: KELL

APPROVED: UNANIMOUS

Absent: DAVIS

6. STAFF REPORTS

- A. Police Services** – Police Chief Mike Jones provided reports regarding traffic stops, calls for service, call breakout information, monthly reserve participation and community relations. Ms. Serkland inquired about recent vehicle break-ins. Chief Jones reported that the investigation is in progress and that the department reinstated a program where officers increase patrol and leave notifications for unlocked vehicles and open garages with the response from residents being very positive. Officer Vargas-Flournoy provided information on National Night Out activities on October 2, 2018 including a canned food drive for the First Assembly Church food pantry.
- B. Fire Services** – Fire Marshal and LVFD Chief Jon Scott provided a report regarding the progression to the 2018 International Fire Code, the Emergency Operations Center expansion progress and LVFD

onset of first-response on September 14, 2018, meetings, training and volunteers. Mayor Sanson read a public service announcement regarding the LVFD response switchover.

- C. Public Works Services** – Director of Public Works Sonny Mancias provided a report regarding general public works and street maintenance including mowing and trash collection, TxDOT projects, the public works facility construction update and sanitary sewer system maintenance efforts. Mr. Mancias noted that the expansion of the sanitary sewer treatment plant is on schedule and progressing well. Mr. Mancias informed the council that Bloomfield has begun clearing the trees on the Phase 2 Traditions property.
- D. Administration Services** – Ms. Dobbs directed the Council to the reports provided in the meeting packet regarding the Financial Outlook, Building Permits Report, CWD Recycling Report, Collin County Monthly Tax Collection Report and Sales Tax Report.

7. ITEMS FOR CONSIDERATION

- E. Public hearing, discussion and action regarding an application submitted by Mike Powell on behalf of owner First Assembly Church of Lavon for a variance to Section 4.05.008 (b)(3) of the Code of Ordinances, Signs that provides for one Wall Sign per building to permit an additional 32 sq. ft. Wall Sign on the main structure of 301 Main St.**

- 1. Presentation of request.**

- Pastor Mike Powell provided information regarding the need for an additional sign on the property that will advertise the multilingual church services.

- 2. PUBLIC HEARING to receive comments regarding the request.**

- Mayor Sanson opened the public hearing at 8:05 p.m. and invited comments for or against the request. There being no comments, Mayor Sanson closed the public hearing at 8:05 p.m.

- 3. Discussion and action regarding the request.**

- The Council reviewed the layout of the buildings, the road frontage and the orientation of the building faces to the street.

MOTION: APPROVE A VARIANCE TO SECTION 4.05.008 (b) (3) OF THE CODE OF ORDINANCES, SIGNS THAT PROVIDES FOR ONE WALL SIGN PER BUILDING TO PERMIT AN ADDITIONAL 32 SQ.FT. WALL SIGN ON THE MAIN STRUCTURE AT 301 MAIN ST.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

Absent: DAVIS

- F. Discussion and action regarding Ordinance No. 2018-09-05 to increase the rate of deposits to the Texas Municipal Retirement System by the employees of the City of Lavon.**

Ms. Dobbs recapped that during the budget process the City Council directed that the employee contribution to TMRS be increased to reduce the disparity between the City of Lavon and other area cities.

MOTION: APPROVE ORDINANCE NO. 2018-09-05 TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY OF LAVON.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

Absent: Davis

- G. Discussion and action regarding Ordinance 2018-09-06, amending Article 6 of the Code of Ordinances by repealing § 6.03.001 (a); and providing for the adoption of the 2018 International Fire Code and local amendments to the 2018 International Fire Code; creating a Building Board**

of Appeals; providing for a penalty of a fine not to exceed the sum of \$2000; providing a severability clause; providing a repealer clause; and providing an effective date.

Mr. Scott provided information regarding the review advisory committee review process, proposed changes and transition from 2012 International Fire Code (IFC) to the 2018 IFC. Mr. Scott reviewed the proposed local amendments and discussed the requirement for the creation of an n appeals board that is specialized in fire code appeals. Mr. Scott recommended that the Council consider appointing the members of the advisory committee to serve as the Building Appeals Board for Fire.

MOTION: APPROVE ORDINANCE 2018-09-06 AMENDING ARTICLE 6 OF THE CODE OF ORDINANCES BY REPEALING § 6.03.001 (a); AND PROVIDING FOR THE ADOPTION OF THE 2018 INTERNATIONAL FIRE CODE AND LOCAL AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE; CREATING A BUILDING BOARD OF APPEALS; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2000; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: KELL
SECONDED: SERKLAND
APPROVED: UNANIMOUS
Absent: Davis

H. Discussion and action regarding Resolution No. 2018-09-09 authorizing the Mayor to execute an Interlocal Jail Services Agreement with Collin County.

Chief Jones provided information regarding the use of the County Jail Services. Ms. Dobbs provided background as to the rate increase and the impact to the City's budget.

MOTION MADE: APPROVE RESOLUTION NO. 2018-09-09 AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL JAIL SERVICES AGREEMENT WITH COLLIN COUNTY.

MOTION MADE: WRIGHT
SECONDED: COOK
APPROVED: UNANIMOUS
Absent: Davis

I. Discussion and action regarding Resolution No. 2018-09-10 authorizing the Mayor to execute an Agreement to contribute Right of Way Funds (Fixed Price) with the Texas Department of Transportation for the State Highway 205 Widening Project.

No action was taken.

J. Discussion and action regarding board and commission appointments- Building Board of Appeals (IFC) and Parks and Recreation Board.

Ms. Dobbs reiterated what Mr. Scott stated in regard to the appointment of a Building Board of Appeals to consider appeals of determinations relating to the Fire Code. Ms. Dobbs also provided information regarding the Park Board discussion to change the date of the regular meeting and the ordinance requirement that a Council Liaison be appointed as a voting member of the Park Board. The consensus of the Council was to table the discussion regarding the Park Board appointment to the next meeting.

MOTION: APPOINT THE MEMBERS OF THE BUILDING BOARD OF APPEALS (IFC) AS FOLLOWS:

Place	Name	Term Exp	Place	Name	Term Exp
Seat 1	Joe Wetzel	9/1/2020	Seat 5	Derek Hanson	9/1/2020
Seat 2	Tom Paroski	9/1/2019	Seat 6	Micki Hollien	9/1/2019
Seat 3	Jeff Donaldson	9/1/2020	Seat 7	Richard Hollien	9/1/2020
Seat 4	Paul Slay	9/1/2019	Seat 8	Chair - Jon Scott	ex officio

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

(Mr. Cook left the meeting at 8:28 p.m.)

8. EXECUTIVE SESSION

At 8:29 p.m., in accordance with Texas Government Code, Annotated, Subchapter 551, Mayor Sanson recessed the meeting to go into executive session (closed meeting) to discuss the following items:

Sections 551.071 (2) and 551.071 (1) Consultation with Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Consultation with Attorney regarding pending litigation or settlement offer:

- 1) *Application of City of Lavon to Obtain a Sewer Certificate of convenience and Necessity (CCN)*, Public Utility Commission SOAH Docket No. 473. 17-4339. WS, PUC Docket No. 46993.

9. RECONVENE FROM EXECUTIVE SESSION INTO REGULAR SESSION

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 9:09 p.m. and stated that no action was taken in executive session.

- A. Discussion and action regarding *Application of City of Lavon to Obtain a Sewer Certificate of Convenience and Necessity (CCN)*, Public Utility Commission SOAH Docket No. 473-17-4339.WS, PUC Docket No. 46993.**

No action was taken.

10. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- Next meeting will be October 16, 2018 at 7pm.
- Councilman Wright requested to revisit meeting start times.

11. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:20 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 16th day of October, 2018

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator/City Secretary



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 7-B

Item:

CONSENT AGENDA

Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 9/30/2018 and authorize the payment of funding for SH 78 widening project right-of-way acquisition and payment of invoices included therein.

Background:

In addition to the routine monthly report and invoices provided by Utility Tax Service in relation to the Heritage Public Improvement District (PID) #1, Collin County contacted the City of Lavon to request facilitation of payment from World Land Development to the Texas Department of Transportation (TxDOT) pursuant to an Interlocal Agreement and Development Agreement. TxDOT is seeking payment of \$11,785.80 to fund the balance of the local participation for right-of-way acquisition. The payment will be made from Heritage PID #1 funds and the reimbursement due to the developer for the expenditure will be adjusted accordingly.

Financial Consideration:

There is no direct impact to the City.

Staff Notes:

Approval is recommended.

Attachments:

- 1) Heritage Public Improvement District #1 Assessment Report Summary
- 2) TxDOT request for reimbursement and related correspondence

October 12, 2018



11500 Northwest Freeway | Suite 150 | Houston, Texas 77092 | Voice: 713-688-3855 | Fax: 713-688-3931

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1 ASSESSMENT REPORT SUMMARY 9/30/18

Total Receivables As of	9/30/18	\$ 18,796.41	pg 2
Cash Balance As of	8/31/18	\$ 25,723.48	pg 3
September Receipts		\$ 5,214.05	pg 3
September Disbursements		\$ (15,000.00)	pg 3
October Disbursements:			
1 Wire Transfer		\$ (5,000.00)	pg 4
3 Invoices to be paid at a later date			
Cash Balance as of	10/1/18	\$10,937.53	pg 4

CURRENT COLLECTIONS & 4 YEAR HISTORICAL DATA

Year	Collections 9/30/18	Adjustments 9/30/18	Reserve Uncollectibles	Collections 9/1/14 - 9/30/18	Receivables 9/30/18	Percent Collected
2018						
2017	4,778.25	(1,031.81)		649,205.42	16,611.14	97.51
2016				597,377.18	2,185.27	99.64
2015				599,562.45		100.00
2014				600,372.72		100.00

Last Year's Percentage of Collections as of 9/30/17 96.60%

CURRENT CERTIFIED LEVY & 4 YEAR HISTORICAL DATA

Year	Assessment Rates Platted	Class 1	Class 2	Class 3	Original Levy	Adjustments	Assessment Levy
2018							
2017	2008	675.89	810.27		417,963.51	66,930	484,893.51
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					598,886.56		665,816.56
2016	2006	675.89	810.27		418,639.40		418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					599,562.45		599,562.45
2015	2006	675.89	810.27		419,449.67	(810.27)	418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					600,372.72		599,562.45
2014	2006	675.89	810.27		419,449.67		419,449.67
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					600,372.72		600,372.72

(Levy Calculated by Lot Size)

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1

ASSESSMENT REPORT

9/30/18

Receivables at 8/31/18	\$	22,542.85	\$	22,542.85
Prior Year Adjustments	\$	-		

2018 Assessment Levy	\$	-	\$	-
	\$	-		

Collections From: 9/1/18 - 9/30/18

2018	\$	-
2017	\$	3,746.44

(\$ 3,746.44)

TOTAL RECEIVABLE AS OF 9/30/18	\$	18,796.41
		=====

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1

9/30/18

		Month of 9/30/18	Fiscal to Date 10/1/17-9/30/18
Cash Balance as of	8/31/18	\$ 25,723.48	\$ 25,164.03
Receipts Deposited in the Assessment Acct (UTS):			
Current/Prior Assessments		3,746.44	669,661.49
Penalty & Interest		609.41	19,283.39
Atty's Fee-Del Coll		857.46	11,114.72
Overpayment Refunds		0.73	1,494.03
NSF Checks			
NSF Fees Paid			
Court Filing Fees			4,356.71
Title Search Fee			1,210.64
Constable Fee			400.00
Notice to Purchaser			30.00
Escrow			
Assessment Fees Pd in Full			
Stale Dated Checks			
Bank Interest		0.01	27.30
TOTAL RECEIPTS:		\$ 5,214.05	\$ 707,578.28
Disbursements Issued from the Assessment Acct (UTS):			
Transfer/Debt Service		15,000.00	715,000.00
Overpayment Refunds			1,493.30
Bank Charges			311.48
TOTAL DISBURSEMENTS:		(\$ 15,000.00)	(\$ 716,804.78)
Cash Balance As of	9/30/18	\$ 15,937.53 =====	\$ 15,937.53 =====

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1

9/30/18

Cash Balance As of 9/30/18 \$ 15,937.53

Disbursements For October 2018:

<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
W/T	Debt Service Fund on 10/10/18	Transfer of Funds	5,000.00

Total Disbursements: (\$ 5,000.00)

Cash Balance As of 10/1/18 \$ 10,937.53
=====

Invoices to be Approved & Paid at a Later Date for October 2018:

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
MuniCap, Inc	Professional Fees (Inv #092018-297)	\$ 600.00
Ted A. Cox	Atty's Fee - Delinquent Coll	\$ 1,270.13
Mike Arterburn, A/C	October Fee	\$ 1,187.73
Total		\$ 3,057.86

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
9/30/18

CURRENT COLLECTIONS & HISTORICAL DATA

<u>Year</u>	<u>Collections</u> <u>9/30/18</u>	<u>Adjustments</u> <u>9/30/18</u>	<u>Reserve</u> <u>Uncollectibles</u>	<u>Collections</u> <u>9/1/07- 9/30/18</u>	<u>Receivables</u> <u>9/30/18</u>	<u>Percent</u> <u>Collected</u>
2018						
2017	4,778.25	(1,031.81)		649,205.42	16,611.14	97.51
2016				597,377.18	2,185.27	99.64
2015				599,562.45		100.00
2014				600,372.72		100.00
2013				616,722.00		100.00
2012				616,722.00		100.00
2011				617,412.00		100.00
2010				618,102.00		100.00
2009				618,102.00		100.00
2008				441,835.00		100.00
2007				431,388.00		100.00

CURRENT CERTIFIED LEVY & HISTORICAL DATA

<u>Year</u>	<u>Replatted</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Original</u> <u>Levy</u>	<u>Adjustments</u>	<u>Assessment</u> <u>Levy</u>	<u>SR/KR</u> <u>Rolls</u>
2018								
2017	2006	675.89			273,735.45	66,930.00	340,665.45	1-0
			810.27		144,228.06		144,228.06	
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					598,886.56		665,816.56	
2016	2006	675.89			274,411.34		274,411.34	
			810.27		144,228.06		144,228.06	
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					599,562.45		599,562.45	
2015	2006	675.89			274,411.34		274,411.34	
			810.27		145,038.33	(810.27)	144,228.06	0-1
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					600,372.72		599,562.45	
2014	2006	675.89			274,411.34		274,411.34	
			810.27		145,038.33		145,038.33	
	2008	663.13			69,628.65		69,628.65	
			794.96		85,855.68		85,855.68	
				397.48	25,438.72		25,438.72	
					600,372.72		600,372.72	
		<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>				
2013		690.00	828.00	414.00	616,722.00		616,722.00	
2012		690.00	828.00	414.00	616,722.00		616,722.00	
2011		690.00	828.00	414.00	618,102.00	(690.00)	617,412.00	0-1
2010		690.00	828.00	414.00	618,102.00		618,102.00	
2009		690.00	828.00	414.00	615,894.00	2,208.00	618,102.00	2-1
2008		690.00	828.00		431,388.00	10,447.00	441,835.00	1-0
2007		690.00	828.00		431,388.00		431,388.00	

(Levy Calculated by Lot Size)

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1

9/30/18

Accounts Paid in Full:

- \$12,103.00 2008 Reported as other fees collected on 12/08 report. Transferred to 2008 Assessments on 3/09 report. Account paid in full.
Account # R-9032-00M-0120-1 (Per SR #1 increased 08 base on 3/09)
- \$ 9,228.19 2011 Received funds in the amount \$9,228.19 on 10/11 report. Applied as follows:
(Base \$690.00 + \$8,538.19 as other fees & applied as full payment for
Account # R-9095-00B-0150-1
- \$ 9,658.04 2014 Received funds in the amount of \$10,468.31 on 1/15 report. Applied as follows:
(Base \$810.27 + \$9,658.04 as other fees & applied as full payment for
Account # R-9032-00A-0790-1
- \$ 7,590.18 2016 Received funds in the amount of \$7,590.18 on 3/17 report. Applied as follows:
\$7,590.18 as other fees & applied as full payment for **Account # R-9095-00G-0120-1**

Notes:

- \$ 0.73 Reported as 2017 overpayment refund on 9/18 report. Will be issued upon request.
(R-9032-00A-0400-1)
- \$ 100.00 Reported as 2017 taxes collected on 8/18 report. Unpaid on 9/18 report due to stop payment.
(R-9032-00L-0290-1)
- \$ 931.81 Reported as 2017 taxes collected on 6/18 report. Unpaid on 9/18 report due to returned credit card payment. (R-9032-00A-0280-1)

Installment Plans

<u>Year(s)</u>	<u>Name/Account Number</u>	<u>Payment Schedule</u>	<u>Current Yes/No</u>
2017	Renette Black R-9095-00A-0300-1	3/18 - 2/19 12 Months	Voided
2017	Dianna Harrison R-9032-00E-0190-1	3/18 - 2/19 12 Months	Yes
2017	Kenneth Kennedy R-9635-00E-0180-1	1/18 - 12/18 12 Months	Yes
2017	Syreeta & Thomas Clark R-11082-00B-0110-1	6/18-5/19 12 Months	Yes
2017	Jose Ramon Ayala R-9095-00C-0210-1	9/18 - 8/19 12 Months	Yes
2016-2017	Victor Stephens R-9032-00A-07401	10/18-9/19 12 Months	First Payment Due 10/18

MuniCap, Inc.
 8965 Guilford Road
 Suite 210
 Columbia, MD 21046

INVOICE

Invoice Date 9/13/2018
Invoice # 092018-297

Balance Due \$600.00

Remit check to:

or

Wire Instructions:

Bill To:

CITY OF LAVON, TEXAS
 c/o Utility Tax Services
 - VIA EMAIL TO -
 utilitytaxservice@sbcglobal.net

MuniCap, Inc.
 8630 M Guilford Road #263
 Columbia, MD 21046

The Columbia Bank
 9151 Baltimore National Pike
 Ellicott City, MD 21042
 (410) 418-8500

ABA Routing No.: 055 002 338
 To the account of: MuniCap, Inc.
 Account No.: 00 082 362 31

Project Heritage PID #1 1657

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date
 9/13/2018

Invoice #
 092018-297

MuniCap, Inc.
 8965 Guilford Road
 Suite 210
 Columbia, MD 21046

Terms Client #
 Net 30 1657

Project		Heritage PID #1			
Item	DATE	Description	Hrs	Amount	
Sr Assoc (JDA)	8/9/2018	Contact city staff regarding potential council meeting dates for annual service plan updates.	0.25	43.75	
Sr Assoc (JDA)	8/16/2018	Continue work on annual service and assessment plan update.	2.5	437.50	
Sr Assoc (JDA)	8/29/2018	Forward revised PID disclosures to tax collector upon request.	0.25	43.75	
Sr Assoc (JLA)	8/31/2018	Assist with identification and provision of material information related to on-going compliance.	0.5	75.00	
Subtotal Fees:				600.00	
EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.			Total	\$600.00	

AY

Billing Inquiries? Call (443) 539-4104

SP-E

September 13, 2018

Stephen P. Jager, Esq.
Vice President, Client Service Manager
BNY Mellon
Corporate Trust
2001 Bryan St., 10th Floor
Dallas, Texas 75201

**RE: City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2013
Heritage Public Improvement District No. 1**

Dear Mr. Jager,

Pursuant to the Trust Indenture between the City of Lavon, Texas and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of \$8,065,000 of the City of Lavon, Texas Special Assessment Revenue Bonds (Heritage PID #1 Project), please pay the enclosed invoice in the total amount of \$600.00 to MuniCap, Inc., from the Administrative Expense Fund created pursuant to the Trust Indenture. This invoice is for administrative services provided by MuniCap for the City, and the nature of these services is more fully described in the attached invoice.

Please mail the check to MuniCap at the following address:

**8630 M Guilford Road
#263
Columbia, MD 21046**

The undersigned person is an Authorized Representative of the City as provided for in the Trust Indenture.

Please do not hesitate to call me with any questions regarding this matter.

Very truly yours,

City of Lavon, Texas

By: _____
Authorized Representative

Enclosure

Subject: MuniCap Invoice for Approval & Payment - Heritage PID #1
From: Kerry Blum (kerry.blum@municap.com)
To: utilitytaxservice@sbcglobal.net; kim.dobbs@cityoflavon.org; stephen.jager@bnymellon.com;
Cc: accounting@municap.com; abdi.yassin@municap.com; TXPID@municap.com;
Date: Friday, September 14, 2018 3:08 PM

Good Afternoon!

Please approve the attached request and forward to the trustee for payment. Please copy me on the email.

Thank you,

Kerry

Kerry Blum

Office Manager

MuniCap, Inc.

www.municap.com

8965 Guilford Road

Suite 210

Columbia, MD 21046

O: 443.539.4104

Attachments

- Heritage PID #1.pdf (91.89KB)



11500 Northwest Freeway I Suite 150 I Houston, Texas 77092 I Voice: 713-688-3855 I Fax: 713-688-3931

October 1, 2018

City of Lavon
Heritage PID # 1

Ted Cox Invoice

September 2018 Delinquent Collections	\$ 857.46
Postage/Copy/Deed/Constable/Search Fees/Court Fees (September 2018)	<u>\$ 412.67</u>
Total	\$ 1,270.13

Payable to:

Ted A. Cox, P.C.
2855 Mangum, Suite 100
Houston, Texas 77092

TED A. COX, P.C.
Attorney at Law
2855 Mangum, Suite 100
Houston, Texas 77092
(713) 956-9400 Office
(713) 956-8485 Telefax

September 25, 2018

Utility Tax Service, LLC
11500 Northwest Freeway, #465
Houston, TX 77092

RE: Heritage P.I.D. #1 - Collections

Expenses/Fees:

Postage/Copy/Deed/Constable/Online Database Search Fees/Court Fees (September 2018)\$412.67

TOTAL DUE THIS INVOICE\$412.67

MONTH OF SEPTEMBER 2018

<u>DISTRICT</u>	<u>COPIES</u>	<u>POSTAGE</u>	<u>DEED</u>	<u>OTHER EXPENSES</u>	<u>TOTAL</u>
Chambers PID #2					
Chambers PID #3					
Denton County	\$4.50	\$26.68			\$31.18
CNP UD	\$8.00	\$6.67			\$14.67
El Dorado UD	\$4.10	\$2.10			\$6.20
Encanto Real					
Fort Bend MUD					
Galveston MUD #14					
Galveston MUD #15					
Heritage PID	\$23.40	\$9.27		\$250.00 (Process Server Fees) \$130.00 (Secretary of State Fee)	\$412.67
HC MUD #5	\$16.10	\$25.11	\$90.00		\$131.21
HC UD #16	\$22.80	\$59.69			\$82.49
HC MUD #104	\$2.50	\$3.50			\$6.00
HC MUD #200	\$2.00	\$9.89			\$11.89
HC MUD #211					
HC MUD #233					
HC MUD #238	\$4.00	\$11.00			\$15.00
HC MUD #257	\$4.00	\$11.88			\$15.88
HC MUD #304	\$9.60	\$10.00			\$19.60

Mike Arterburn, Tax A/C

%Utility Tax Service, LLC
11500 NW Freeway, Ste 465
Houston, TX 77092

Invoice

Date	Invoice #
10/1/2018	9344

Bill To
Heritage PID 1

Item	Description	Amount
Monthly Fee	October Assessor-Collector Fee	941.75
3rd Quarter Billing	Office Expenses	245.98
Total		\$1,187.73
Payments/Credits		\$0.00
Balance Due		\$1,187.73

Fiscal Year 2018-2019



Payment Request Form

Date Check Required: next run

Requested Amount: \$11,785.80

Payable To: Texas Department of Transportation Trust Fund

Address: Texas Department of Transportation

ATTN: Lezlie Kirby, Dallas District Office

4777 US Highway 80 East

Mesquite, TX 75150-6643

Explain the Reason for this purchase:

By development agreement, World Land Development agreed to participate in funding the widening of SH 78. TxDOT submitted a request to Collin County for a balance due for the purchase of right-of-way for the project in the amount of \$11,785.80.

Requester: Collin County for TxDOT Date: _____

Department Director: _____ Date: _____

City Administrator: Kim Dobbs Date: 10-12-2018

Return Check to Requestor

☐

Mail Check

☐

Kim Dobbs

From: Abdi Yassin [abdi.yassin@municap.com]
Sent: Tuesday, October 9, 2018 7:04 PM
To: Kim Dobbs
Cc: TXPID
Subject: RE: SH 78 ROW additional participation

Kim,

Technically, the invoice needs to be paid by the Developer and reimbursed to the developer from assessments collected once they submit their invoices and proofs of payment. However, given the amount and the time it may take the developer to pay it, we can arrange for it to be paid directly from Assessments collected and avoid the long route to get it paid. If we do so, the amount available for reimbursement to the developer would be reduced and the net effect will be zero.

Please let me know your preference and we'll see it done promptly.

Thanks,

Abdi Yassin
MuniCap, Inc.
Direct: (972) 444-2521
Toll free: (866) 648-8482
Cell: (972) 310-9881

From: Kim Dobbs <kim.dobbs@cityoflavon.org>
Sent: Tuesday, October 9, 2018 5:50 PM
To: Abdi Yassin <abdi.yassin@municap.com>
Subject: FW: SH 78 ROW additional participation
Importance: High

Abdi,
This is what I mentioned to you last week. Should this inquiry be referred to you instead of to Alan Bain? I have not heard back from Alan.
Thank you,
Kim

Kim Dobbs
City Administrator / City Secretary
City of Lavon
972-843-4220

From: Kim Dobbs
Sent: Friday, October 5, 2018 2:48 PM
To: Alan Bain (Abain@petrohunt.com)
Cc: 'Mark Hill'
Subject: FW: SH 78 ROW additional participation
Importance: High

Alan,

Please see the attached request from Collin County for World Land to reimburse \$11,768 to Collin County for TxDOT in conjunction with the SH 78 construction project as set forth in the development agreement.

Will you be able to address this or can you please direct me to the appropriate person?

Thank you,
Kim

Kim Dobbs

City Administrator / City Secretary
City of Lavon
972-843-4220

From: Teresa Nelson [<mailto:tnelson@co.collin.tx.us>]

Sent: Thursday, August 30, 2018 3:29 PM

To: Kim Dobbs

Cc: Tracy Homfeld

Subject: FW: SH 78 ROW additional participation

Importance: High

Kim,

The attached are in regards to the telephone conversation Tracy had with you today.

Attached are the initial ILA and the most recent request from TxDOT for additional funds for ROW.

Please let Tracy know if you have any other questions/concerns.

Thanks,

Teresa Nelson

(972) 548-3744

Collin County

Engineering and Special Projects
4690 Community Avenue, Suite 200
McKinney, Texas 75071

www.collincountytx.gov

our office hours:

7:30 a.m. – 4:30 p.m.

From: Tracy Homfeld

Sent: Tuesday, August 21, 2018 2:13 PM

To: Teresa Nelson

Subject: SH 78 ROW additional participation

Importance: High

Teresa,

We took a request to Comm court for an additional \$11,786 in ROW participation for SH 78 from Bus 78 to FM 6. The court agreed that since the ROW was completely within the Lavon City limits and since the Grand Heritage MUD helped participate in the original ROW that we should go back to them to request the additional funding.

See attached ILA with the City of Lavon. Please contact Kim Dobbs regarding the additional funding request. You created the 12-11-17 agenda item to request the additional funds so I don't see that backup in my digital folder for the bond project. I have put the hard copy of the info on your desk. If she has questions, tell her to email or call me because I

don't think she was there when we original did this agreement. Send her the original agreement attached and then the most recent TxDOT request for additional funding letter along with the CO from 12-11-17.

Thanks,
Tracy

Tracy Homfeld, PE, CFM
Assistant Director

Collin County | Engineering
4690 Community Ave., Ste. 200 | McKinney, TX 75071
telephone 972.548.3733
thomfeld@co.collin.tx.us | www.collincountytx.gov

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Right of Way Participation, SH78 at Business 78 – Engineering

On December 11, 2017, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
John D. Thomas
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

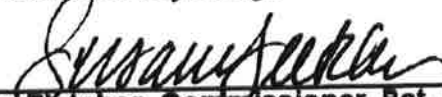
During such session the court considered a request for Grand Heritage Municipal Utility District pay Texas Department of Transportation (TxDOT).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to request Grand Heritage Municipal Utility District pay the Texas Department of Transportation (TxDOT) on behalf of the city of Lavon \$11,786 for Right of Way participation on SH78 at Business 78 to FM6. Same is hereby approved in accordance with the attached documentation.





Keith Self, County Judge



Susan Fletcher, Commissioner, Pct. 1



Cheryl Williams, Commissioner, Pct. 2

John D. Thomas, Commissioner, Pct. 3



Duncan Webb, Commissioner, Pct. 4

ATTEST:



Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

AI-44176

4. k. 0.

Commissioners Court**Meeting Date:** 12/11/2017

TxDOT request for Additional ROW funds: SH78 from Business 78 to FM6

Submitted By: Teresa Nelson**Department:** Engineering**Request Type:** CONSENT**Agenda Area:****Budget Adj/Amend****Information****Department Action**

On April 18, 2011, via Commissioners Court, CO#2011-241-04-18, approved an Agreement to Contribute Funds – Local Government with the Texas Department of Transportation (TxDOT) for 10% Right of Way participation on SH78 at Business 78 to FM6 (bond project 07-0011).

Per the attached letter, Texas Department of Transportation has completed the right of way acquisition and utilities that totaled \$512,858.02. The County's participation is 10% per the agreement approved in April 2011. Per TxDOT, Collin County has paid \$51,285.80 and a balance of \$11,785.80 is currently due. The bond account 07-0011 remains open with a balance of \$0. The budget adjustment below will reallocate funds from FM1378 ROW project.

We seek Commissioners Court approval of the following budget adjustment to pay the remaining balance:

From: 070052 FM1378: FM1378N – FM3286
440-7530-680-9682 / 070052 \$11,786

To: 070011 ROW wTxDOT-Hwy78fmBSH78
440-7530-680-9682 / 070011 \$11,786

Purchasing Department Action**HR and/or IT Action****Budget Department Action****Auditor's Office Action****Commissioners Court****Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☒**Adjustment:** ☒**Amount Available:** \$11,786**Unbudgeted:** ☐ **Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1: 440-7530-680-9682 / 070011

Fund Transfers**Trans Amt:** \$11786**From:** 440-7530-680-9682 / 070052**To:** 440-7530-680-9682 / 070011**Dept. Name:****Additional Line Items:****Remarks:****Attachments**agenda memoTxDOT request



COLLIN COUNTY

Engineering Department
4690 Community Avenue
Suite 200
McKinney, Texas 75071
972-548-3727
www.collincountytx.gov

MEMO

Date: November 27, 2017
To: Commissioners Court
From: Tracy Homfeld, P.E., Assistant Director of Engineering
Subject: TxDOT Request for Additional ROW Funds
ROW CSJ: 0218-01-031; CST CSJ: 0281-01-030
Project: SH78
Limits: Business 78 to FM6

On April 18, 2011, via Commissioners Court, CO#2011-241-04-18, approved an Agreement to Contribute Funds – Local Government with the Texas Department of Transportation (TxDOT) for 10% Right of Way participation on SH78 at Business 78 to FM6 (bond project 07-0011).

Per the attached letter, Texas Department of Transportation has completed the right of way acquisition and utilities that totaled \$512,858.02. The County's participation is 10% per the agreement approved in April 2011. Per TxDOT, Collin County has paid ~~\$51,285.80~~ and a balance of \$11,785.80 is currently due. The bond account 07-0011 remains open with a balance of \$0. The budget adjustment below will reallocate funds from FM1378 ROW project.

39800

We seek Commissioners Court approval of the following budget adjustment to pay the remaining balance:

From: 070052 FM1378: FM1378N – FM3286
440-7530-680-9682 / 070052 \$11,786

To: 070011 ROW wTxDOT-Hwy78frmBSH78
440-7530-680-9682 / 070011 \$11,786



4777 US HIGHWAY 80 EAST | MESQUITE, TEXAS 75150-6643 | (214) 320-6100 | WWW.TXDOT.GOV

September 19, 2017

ROW CSJ 0218-01-031
Project: SH 78
Limits: Business 78 to FM 6

Mr. Clarence Daugherty, P.E.
Collin County Director of Engineering
4690 Community Avenue, Suite 200
McKinney, TX. 75071

RE: Request for Additional ROW Funds

Dear Mr. Daugherty:

On April 19, 2011, Collin County executed an Agreement to Contribute Funds for the acquisition of right of way along SH 78 from Business 78 to FM 6. In accordance with the terms of the agreement, the County is responsible for ten percent (10%) of the eligible right of way costs for this project.

Please remit a check payable to "Texas Department of Transportation Trust Fund" in the amount of \$11,785.80 within thirty (30) days from receipt of this letter. This is your final statement of cost for completion of all right of way acquisition and utility adjustments.

If you have any questions, please call Lezlie Kirby at 214-319-6551.

Sincerely,

Mohamed K. Bur, P.E.
Dallas Deputy District Engineer

Enclosures

cc: Right of Way Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



Texas Department of Transportation

4777 US HIGHWAY 80 EAST | MESQUITE, TEXAS 75150-6643 | (214) 320-6100 | WWW.TXDOT.GOV

September 19, 2017

ROW CSJ 0218-01-031

Project: SH 78

Limits: Business 78 to FM 6

Mr. Ruben Delgado
Collin County Director of Engineering
4690 Community Avenue, Suite 200
McKinney, TX. 75071

RE: Request for Additional ROW Funds

Dear MR. Delgado:

On April 19, 2011, Collin County executed an Agreement to Contribute Funds for the acquisition of right of way along SH 78 from Business 78 to FM 6. In accordance with the terms of the agreement, the County is responsible for ten percent (10%) of the eligible right of way costs for this project.

Please remit a check payable to "Texas Department of Transportation Trust Fund" in the amount of \$11,785.80 within thirty (30) days from receipt of this letter. This is your final statement of cost for completion of all right of way acquisition and utility adjustments.

If you have any questions, please call Lezlie Kirby at 214-319-6551.

Sincerely,

Mohamed Bur, P.E.
Dallas Deputy District Engineer

Enclosures

cc: Right of Way Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Parcel Information

19-Sep-17

Collin County

Project Description

County Collin
Highway SH 78
Limits from Business 78
Limits to FM 6
RCSJ 0281-01-031
CCSJ 0281-01-030

Estimated Local Share 10.00%

Received From Local	39,500.00
Expenditures	51,285.80
Balance	(11,785.80)

Parcel #	Amount Paid	Comments	Local Cost
1E	6,032.00		603.20
2	34,328.00		3,432.80
3	60,000.00		6,000.00
4	2,450.00		245.00
U13693	139,680.99		13,966.10
U13693	15,517.89		1,551.79
U13834	74,547.50		7,454.75
U13834	152,629.72		15,262.97
U13834	24,241.92		2,424.19

Total Utilities 407,598.02
Total Utilities & Acquisition 512,858.02
Collin County 10% 51,285.80
Collin County Contribution 39,500.00
Collin Receivable 11,785.80



Form ROW-RM-129
Replaces Form ROW-RM-129 and ROW-RM-130
(Rev. 6/2006)
GSD-EPC
Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Collin
District: Dallas

Federal Project No:
Highway: SH 78

ROW CSJ No: 0281-01-031

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Collin County, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the day of , hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. SH 78 with the following project limits:
From: Business SH 78

To: FM 6; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check in the amount of thirty nine thousand five hundred Dollars (\$ 39,500), which represents ten percent (10%) of three hundred ninety five thousand Dollars (\$ 395,000), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility

requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive will be determined by the State at its sole discretion.

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

THE LOCAL GOVERNMENT

By: [Signature]

Title: County Judge

Date: 4/19/11

EXECUTION RECOMMENDED:

[Signature]
District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: [Signature]
John P. Campbell, P.E.
Right of Way Division Director

Date: 6-7-11

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Agreement, Right-of-Way Participation, Texas Department of Transportation (TxDOT) – Engineering

On April 18, 2011 the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating to wit:

Keith Self
Matt Shaheen
Cheryl Williams
Joe Jaynes
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Agreement to Contribute Funds – Local Government with the Texas Department of Transportation (TxDOT).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Agreement to Contribute Funds – Local Government with the Texas Department of Transportation (TxDOT) for 10% Right-of-Way (ROW) participation on SH 78 from Business SH 78 to FM 6 (Bond Project No. 07-00-11), budget amendment in the amount of \$39,500 and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S


Keith Self, County Judge


Matt Shaheen, Commissioner, Pct. 1


Cheryl Williams, Commissioner, Pct. 2


Joe Jaynes, Commissioner, Pct. 3


Duncan Webb, Commissioner, Pct. 4

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF LAVON
REGARDING THE USE OF THE COUNTY ACCESS ROAD FUNDS
FOR RIGHT-OF-WAY PARTICIPATION ON SH 78 FROM SH 205 TO FM 6
CONCERNING THE AMENDED AND RESTATED CITY/DEVELOPER
MASTER DEVELOPMENT AGREEMENT**

This **Interlocal Cooperation Agreement** (the "Access Road Funds Interlocal Agreement" or "Agreement" herein) is made and entered into as of the date last executed below ("Effective Date"), by and between the **CITY OF LAVON, TEXAS**, a Type A general law municipality, created, existing and organized under the laws of the State of Texas, situated in the County of Collin, State of Texas (the "City") and the **COUNTY OF COLLIN, TEXAS**, a political subdivision of the State of Texas (the "County"), (each individually referred to as "Party" and collectively referred to as "Parties"), acting by and through their respective authorized representatives, for the purposes set forth herein, under and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local government such as the County and the City to contract with one another to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Parties have determined that the execution of this Agreement inures to their mutual benefit; and

WHEREAS, on September 30, 2004, the City of Lavon, Texas ("City"), and the County of Collin, Texas ("County"), entered into a City/County Interlocal Agreement (the "City/County ILA") which was contemplated and required by a Modernization and Development Plan for the City (the "Plan") which the City adopted in Resolution No. 2004-06-1 of the City (the "Plan Resolution"), and which the County adopted by Court Order Number 2004-829-09-28; and

WHEREAS, on February 20, 2007, the City and World Land Developer (the "Developer") entered into the Amended and Restated City/Developer Master Development Agreement (the "Master Development Agreement") for the development of Grand Heritage (f/k/a the "Bear Creek" and/or the "Heritage" development); and

WHEREAS, the Plan required the Developer to provide funds to the County (the "County Access Road Funds" (described in the City/County ILA)) to assist the County in providing certain access road improvements (the "County Access Road Improvements" (described in the City/County ILA)) or "Improvements" hereinafter); and

WHEREAS, the County and the City, desire to enter into this Agreement concerning the use of the County Access Road Funds (a/k/a the "Access Road Funds" in the Master Development Agreement and also referred to as the "Access Road Funds" hereinafter) for local participation costs for right-of-way with the Texas Department of Transportation ("TxDOT") on State Highway 78 ("SH 78") from State Highway 205 ("SH 205") to FM 6 (the "Project") in the City of Lavon, Collin County, Texas; and

WHEREAS, TxDOT is seeking a ten percent (10%) local participation for right-of-way for the Project being: 1) SH 78 from SH 205 to Business SH 78, ROW CSJ # 0281-02-066; and 2) SH 78 from Business SH 78 to FM 6, ROW CSJ #0281-01-031; and

WHEREAS, the City approved the Master Development Agreement for the development of Grand Heritage which allocated \$2,000,000 in Access Road Funds of which \$1,000,000 of the Access Road Funds are to be used for the improving, upgrading, and/or widening of SH 205 and/or SH 78; and

WHEREAS, the City/County ILA approved the Access Road Funds for such funds to be provided to the County and TxDOT for making said Improvements on SH 205 and/or SH 8; and

WHEREAS, the City and the County have determined that the Improvements may be constructed most economically and expeditiously by the execution and implementation of this Agreement.

NOW, THEREFORE, in consideration of the representations set forth above, and for the terms and covenants hereinafter set forth, the County and the City, for the mutual consideration stated herein, understand and agree as follows:

ARTICLE I.

The County shall enter into two (2) agreements with TxDOT (Right-of-Way Agreements") which shall provide for ten percent (10%) local government participation in the right-of-way Improvements totaling \$169,500. The two Right-of-Way Agreements shall be used for Improvements for: 1) SH 78 from SH 205 to Business SH 78 (ROW CSJ # 0281-02-066) in the sum of \$130,000; and 2) SH 78 from Business SH 78 to FM 6 (ROW CSJ #0281-01-031) in the sum of \$39,500.

ARTICLE II.

The County shall initially use bond funds to fund the Right of Way participation and forward those funds to TxDOT after the execution of the Right-of-Way Agreements. The County's participation shall not exceed \$169,500.

ARTICLE III.

The City shall request the Access Road Funds in the amount of \$169,500 from the developer pursuant to the terms and conditions of the Master Developer Agreement. Upon receipt of the Access Road funds, the city shall reimburse the county in the amount of \$169,500 for its share of the Right of Way participation, no later than thirty (30) days after receipt of the Access Road funds.

ARTICLE IV.

The Remaining Access Roads Funds shall be reserved for other and/or future Improvements or other uses pursuant to the Master Developer Agreement.

ARTICLE V.

Any Party to this Agreement paying for the performance of governmental functions or services shall make such payments only from current revenues legally available to the paying Party.

ARTICLE VI.

TERM. This Agreement shall be effective upon execution by both Parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

ARTICLE VII.

TERMINATION. This Agreement may be terminated upon the following terms and conditions:

- a. by the written agreement of the Parties; or
- b. upon final acceptance of the Project; or
- c. at the conclusion of any budget period of a Party if such Party seeking to terminate this Agreement has used its best efforts to obtain and appropriate funds for the Project but has not appropriated such funds; or
- d. by the City, by delivering written notice of termination to the County at least thirty (30) days prior to the date of termination due to the failure by the Developer to deliver the Access Road Funds to the City.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

INTEGRATION. This Agreement constitutes the entire agreement and understanding between the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter hereof. This Agreement cannot be modified or changed except by the written consent of all of the Parties.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

EFFECTIVE DATE OF AGREEMENT. The term "effective date of this Agreement" as used herein shall mean the later of the two (2) dates for which this Agreement has been fully signed by all Parties, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the Parties.

ARTICLE XII.

NO JOINT VENTURE. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the Parties.

ARTICLE XIII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the Parties hereto, their successors, heirs, personal representatives and assigns. Neither Party shall assign or transfer an interest in this Agreement without the written consent of the other Party.

ARTICLE XIV.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XV.

NO THIRD-PARTY BENEFICIARIES. The provisions and conditions of this Agreement are solely for the benefit of the City and the County, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVI.

TIME OF ESSENCE. Time is of the essence of this Agreement in all things pertaining to the performance of this Agreement.

ARTICLE XVII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas only.

SIGNATURE PAGE TO FOLLOW

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: County Judge
Date: _____

Executed on this _____ day of _____, 2011,
on behalf of the **County of Collin, Texas**, pursuant
to Commissioners' Court Order No. _____.

ATTEST:

By: Linda Aordis
Name: Linda Aordis
Title: City Secretary
Date: 4-25-11

CITY OF LAVON, TEXAS

By: Norma Martin
Name: Norma Martin
Title: Mayor
Date: 4-25-2011

Executed on this 25 day of April, 2011,
on behalf of the **City of Lavon, Texas**, pursuant to
City Council Resolution No. _____.

APPROVED AS TO FORM:

By: Amy Messer
Name: _____
Title: City Attorney
Date: 4/26/11



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 7-C

Item:

CONSENT AGENDA

Approve Resolution No. **2018-10-01** authorizing the Mayor to execute an Amendment to the Interlocal Cooperation Agreement for Police Services with the City of Nevada to update the costs for services terms.

Background:

In October 2017, the Cities of Lavon and Nevada entered into an Interlocal Cooperation Agreement for Police Services. The 2017 agreement provided for continuation of the services and updating the agreement. After one year of service, Mayor Sanson and city staff met with Mayor Trace Kinnard and Mayor Pro Tem Rudy Vester to review the effectiveness of the program, level of services and cost to continue operations. The annual funding for the service was agreed to be increased from \$43,000 to \$64,500.

Financial Consideration:

Funding for the service has been included in both cities adopted FY 2018-19 budgets.

Staff Notes:

Approval is recommended.

Attachments: 1) Resolution and Amendment to the ILA for Police Services

October 12, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-10-01

Update to Interlocal Agreement with City of Nevada – Police Services

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT FOR POLICE SERVICE BETWEEN THE CITY OF LAVON AND THE CITY OF NEVADA TO UPDATE THE COST OF SERVICE; 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 Amendment to Interlocal Cooperation Agreement for Police Service between the City of Lavon and the City of Nevada, 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 16th day of October 2018.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-10-01

EXHIBIT A

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT FOR POLICE SERVICE BETWEEN
CITY OF LAVON AND CITY OF NEVADA**

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

RECITALS:

WHEREAS, Lavon and Nevada 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 Nevada to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the Parties entered into an Interlocal Agreement for the provision of police services in 2017, attached hereto as **Exhibit A**; and

WHEREAS, the Parties desire to renew and update the terms of the agreement.

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:

1.1 Except as provided herein, all terms and conditions of the agreement remain in full force and effect and may only be modified in writing signed by both parties.

1.2 Section 3.1 in Article III Costs for Services shall be amended as follows:

3.1 Nevada agrees to pay \$64,500.00 for the Police Services performed by Lavon personnel as described herein.

1.3 The Effective Date of this Amendment is October 1, 2018.

(signature pages to follow)

EXECUTED THIS _____ day of _____, 2018.

City of Lavon, Texas

By: _____
Vicki Sanson, Mayor

Attest:

By: _____
Kim Dobbs, City Administrator

EXECUTED THIS _____ day of _____, 2018.

City of Nevada, Texas

By: _____
Trace Kinnard, Mayor

Attest:

By: _____
Judy Hill, City Secretary

EXHIBIT A

INTERLOCAL AGREEMENT FOR POLICE SERVICES - 2017

INTERLOCAL COOPERATION AGREEMENT FOR POLICE SERVICE BETWEEN CITY OF LAVON AND CITY OF NEVADA

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

RECITALS:

WHEREAS, Lavon and Nevada 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 Nevada to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Lavon is engaged in the administration of government and authorized to provide police services and related services for the benefit of the citizens of Lavon; and

WHEREAS, Nevada has requested, and Lavon has agreed, to provide law enforcement services for the residents of Nevada pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Lavon has a police department recognized by the Texas Commission on Law Enforcement of the State of Texas, and has, by a resolution of its governing body, been authorized to enter into this Agreement with Nevada for Lavon to provide law enforcement services for the purpose of police protection, crime prevention, and other emergency services as described herein of the same nature that it provides within Lavon to real and personal property and to persons located within the corporate boundaries of Nevada, Collin County, Texas; and

WHEREAS, Nevada agrees to reimburse Lavon for the services furnished under this Agreement.

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 Police Services

1.1 Lavon agrees to provide Nevada with Police Service pursuant to this Agreement as entered into by each of the said municipalities under the authority of Chapter 791 of the Texas Government Code.

1.2 The Parties each hereby agree that for and in consideration of the monies to be paid by Nevada, as hereinafter set forth, Lavon shall provide Nevada and its citizens and

property owners, through its police department, with the services described below ("Police Service"):

(a) Provide all police services to Nevada, including but not limited to: patrol, traffic, crime prevention, criminal investigation, special response team and all resources and equipment, as defined and quantified in the annual budget and policies adopted by Lavon, at the same level and to the same degree as are provided to the citizens of Lavon. The Lavon Police Department will enforce the penal provisions of the laws of the State of Texas, Collin County and municipal ordinances as adopted by Nevada, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, geographical factors, roadway conditions, and traffic flows, and Lavon will manage the response time, priority of calls and the service provided by Lavon for Nevada in the same manner as within the city limits of Lavon. Lavon shall not be required to take enforcement action to non-emergency enforcement of Nevada ordinances relating to animal control, building codes (including but not limited to weeds/tall grass, dangerous structures, and other nuisance property conditions), or fire codes, unless specifically required under a separate agreement.

(b) Provide citizens and/or residents of Nevada with the same access to Lavon's Police Chief, officers, and employees as is provided to Lavon's citizens and residents in relation to law enforcement activities. Confidential information may be provided to the Mayor, or the Mayor's designee, or the City Attorney for Nevada.

(c) Whenever Lavon or its Police department is responding to a call within Nevada, it shall operate under the personnel policies and department regulations applicable to peace officers operating within the territorial limits of Lavon.

(d) Lavon shall maintain records of response to emergency calls, including, but not limited to date, time, location, type of call and time to respond, and results. Lavon agrees to provide a report for each month, with the report being provided by the 15th day of the following month, containing the foregoing information regarding police services arising in Nevada. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered as soon as reasonably feasible, but in no case later than thirty (30) days after Lavon's receipt of the request. It is understood and acknowledged that Lavon shall not be required to provide data and information relating to periods of time beyond Lavon's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with Lavon's records retention policy. Nevada shall not request, and Lavon shall not provide, information or data deemed confidential by law, except for information needed or requested by the City Attorney for prosecution procedures, or for the Nevada Municipal Court. Except as expressly set forth in this Agreement, Nevada shall be under no obligation with respect to providing any law enforcement equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title or interest in and to the law enforcement equipment belonging to Lavon, or its police department.

1.3 Any peace officer or other security or law enforcement personnel who respond from Nevada to a crime or accident scene which is under control of Lavon or its police department shall be governed by the rules, policies and regulations applicable to the peace officers of Lavon, and any such persons shall exercise no authority, control or direction over any employee, agent, representative, peace officer or other emergency personnel or equipment of Lavon.

1.4 Nevada understands and agrees that Lavon is not, and shall not, be required to purchase any additional equipment of any type or nature for law enforcement or emergency purposes to comply with this Agreement except as specifically provided herein, and that if multiple accidents, dispatches, crimes, or other emergency calls occur within Lavon and/or Nevada so as to utilize all emergency equipment of Lavon or its Police department, that other cities under mutual aid agreements may be utilized to respond to such emergency calls and Nevada releases Lavon from all liability, if any, under such circumstances.

1.5 The Police Chief or other appropriately authorized Lavon personnel shall be the sole determinant of the type and amount of equipment and number of personnel dispatched to any accident, crime, or other emergency within Nevada.

1.6 At any time that Lavon police department or other emergency personnel are responding to a crime, accident, or other emergency within Nevada, all police and emergency personnel of Nevada, if any, shall, to the extent allowed by law, be subject to the direction and order of the highest-ranking Lavon personnel as to any actions or aid required in connection with the particular emergency to which Lavon is responding.

1.7 Nevada and Lavon each agree to maintain coverage for police services in Nevada by Lavon through the Texas Municipal League Intergovernmental Risk Pool. Primary coverage for Lavon's employees, motor vehicles and equipment is provided by Lavon.

1.8 The Parties agree that all revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the respective geographical boundaries of Lavon or Nevada shall be retained by the city where the crime, incident or other instance occurred. This includes incidents in the Extra Territorial Jurisdiction ("ETJ") of the respective Cities which are subject to municipal jurisdiction in the ETJ. Patrol by Lavon's police of Nevada's ETJ is not required by this agreement.

Article II

Term and Termination

2.1 This Agreement shall begin on October __, 2017 ("Effective Date") and shall continue through October 1, 2018. This Agreement shall automatically renew on October 1st of each year (the "Renewal Date") for five (5) additional one-year terms unless either Party provides written notice of their intent not to renew no later than One Hundred Eighty (180) days in advance of the Renewal Date. The Parties shall use the first six (6) months of this Agreement to work cooperatively together to acquire the personnel, law enforcement equipment and apparatuses needed to provide the Police Service.

2.2 Either Party may terminate this Agreement with or without cause by giving the other Party One Hundred Eighty (180) days' advance written notice of its intent to terminate. In the event of termination by either Party or both Parties, Lavon shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should Lavon be overcompensated on a pro rata basis for all services performed to the termination date, Nevada shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursements shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. Upon termination of this Agreement, each Party shall retain ownership of its law enforcement equipment/apparatuses.

2.3 At the end of the last renewal, for Police Service response purposes this Agreement shall remain in full force and effect until a renewal or extension is approved by Lavon and Nevada and a new agreement is initiated retroactive to the expiration date of this Agreement; provided, however, that if no renewal or extension is mutually agreed to by Lavon and Nevada before the expiration of one month after the end of the term of this Agreement (the "Grace Period"), then this Agreement shall be deemed to have expired and Lavon shall have no further duties or obligations as relates to the provision of Police Service to Nevada. If Lavon provides Police Service in Nevada during the Grace Period and no renewal or extension is mutually agreed to by Lavon and Nevada before the expiration of the Grace Period, Nevada shall pay Lavon a payment of \$100 per day multiplied by each day of the Grace Period before Lavon receives written notice from Nevada stating that Nevada does not intend to renew or extend this Agreement. Upon receipt of said written notice, Lavon shall have no further duties or obligations as relates to the provision of Police Service to Nevada.

Article III

Costs for Services

3.1 Nevada agrees to pay \$43,000.00 for the Police Service performed by Lavon personnel as described herein.

3.2 Nevada and Lavon agree that the charge in Section 3.01 for the Police Service is not based upon any experience or actual costs incurred by Lavon and is merely a reasonable estimate of the cost for providing said services. It is agreed that Lavon shall have the right to adjust such amounts after the end of the first twelve-months of providing Police Service under this Agreement and that such adjustment, if any, shall be based upon the actual costs incurred during the first eleven months of providing Police Service under this Agreement and expected cost increases for the next twelve-month period. Lavon shall provide thirty (30) days prior written notice of any such modification of charges and Nevada shall notify Lavon, in writing, of its acceptance or rejection of such charges prior to the effective date thereof or such charges, as modified, shall become effective. In the event that Nevada rejects such modified charges, in writing, this Agreement shall terminate automatically at the end of thirty (30) days after the sending of such written rejection by Nevada, unless a shorter period is specified by Nevada in its written notice, during which time the prior charges shall remain effective.

3.3 The Parties agree that all vehicles and equipment paid for by a Party shall remain the property of the paying Party upon termination of this Agreement. The Party using a vehicle

or equipment shall be responsible for routine maintenance, ordinary care and insurance for such property.

3.4 Nevada, in its sole discretion, may purchase additional law enforcement equipment/apparatus to be used by Lavon in performing services under this Agreement, in which case the parties will enter a separate written agreement regarding the use of Nevada's law enforcement equipment/apparatus by Lavon.

3.5 Nevada does not at the date of this agreement operate its own municipal court. In the event Nevada does commence court operations during the term of this agreement, all class C misdemeanors in Nevada will be heard in Nevada's municipal court. Prior to that time, Nevada will work with Lavon to determine what court, when necessary, will hear Class C misdemeanor cases occurring in Nevada.

Article IV

Independent Contractor

In performing services specified in this Agreement, Lavon shall act as an independent contractor of Nevada and shall have control of its own work and the manner in which it is to be performed. No employee, agent or representative of Lavon shall be deemed to be an employee, agent, or representative of Nevada. Lavon and Nevada agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either Party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other Party. Lavon understands and agrees that Lavon, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of Nevada. Nevada understands and agrees that Nevada, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of Lavon.

Article V

Governmental and Official Immunity

Lavon and Nevada acknowledge and agree that Lavon and Nevada do not waive any sovereign or governmental immunity available to Lavon and Nevada under Texas law and do not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Nevada nor Lavon waives any immunity or defense that would otherwise be available to it against claims by third parties.

Article VI

Liability

6.1 To the maximum extent allowed by law, Lavon shall indemnify and save harmless Nevada 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.

6.2 To the maximum extent allowed by law, Nevada 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 Nevada or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

6.3 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 VII

Miscellaneous

7.1 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.

7.2 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.

7.3 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.

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

7.5 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.

7.6 Force Majeure. (a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Parties to this Agreement. If possible to remedy, such cause shall be remedied with all reasonable dispatch. (b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over the District, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

7.7 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.8 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.

7.9 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 Nevada to:	Trace Kinnard, Mayor
	City of Nevada, Texas
	424 FM 6
	Nevada, TX 75173

With a copy to: Shepherd Law Firm
James E. Shepherd, City Attorney
1901 N. Central Expressway, Suite 200
Richardson, TX 75080

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, Texas 75034

7.10 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.

7.11 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.

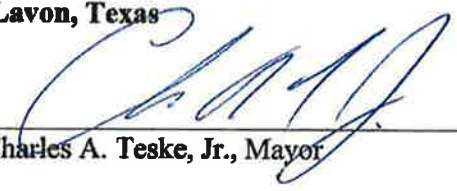
7.12 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(signature pages to follow)

EXECUTED THIS 17 day of October, 2017.

City of Lavon, Texas

By:


Charles A. Teske, Jr., Mayor

Attest:

By:


Kim Dobbs, City Administrator



EXECUTED THIS 1st day of November, 2017.

City of Nevada, Texas

By: 

Trace Kinnard, Mayor

Attest:

By: 

Judy Hill, City Secretary





CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 8

Item:

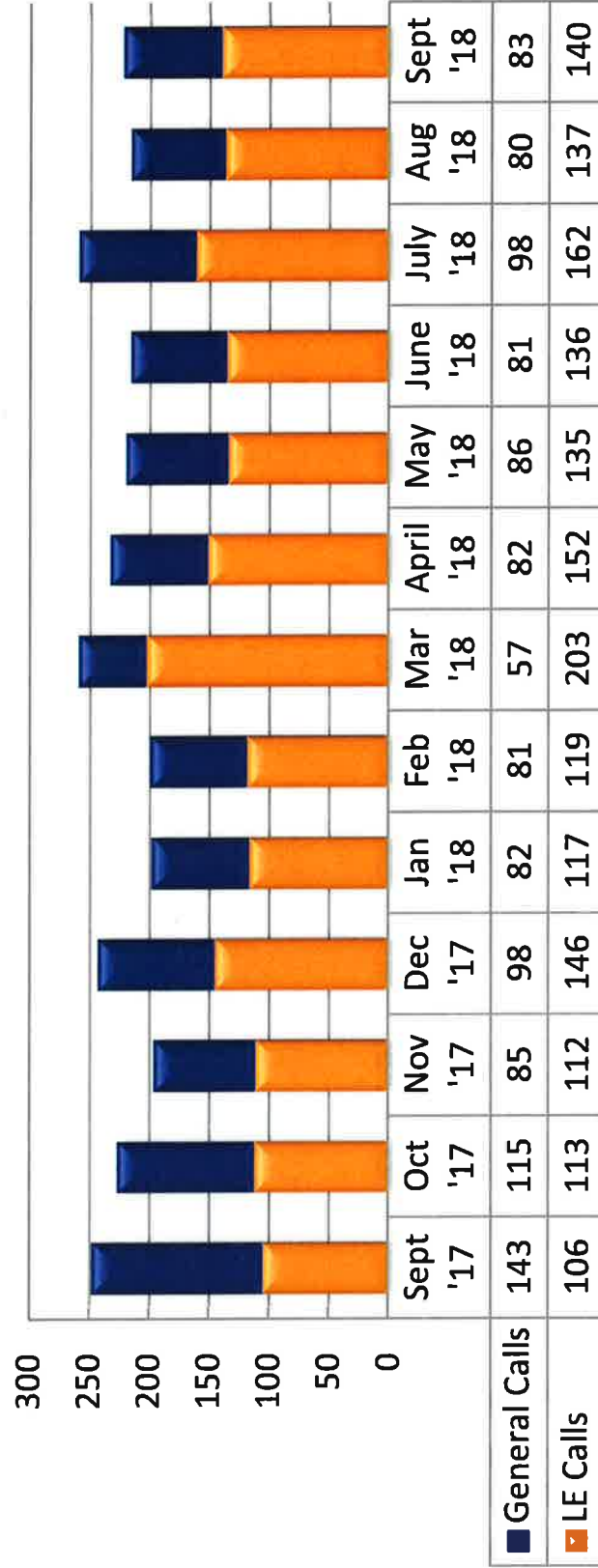
STAFF REPORTS

The City Council may receive and discuss the reports.

- A. Police Services –** 1) Monthly Reports for traffic stops, calls for service, call breakout and consolidated activity; 2) monthly reserve participation report and 3) community relations officer's update.
- B. Fire Services –** 1) Fire Marshal's report and 2) LVFD report.
- C. Public Works Services –** 1) General public works and street maintenance report including mowing and trash collection; 2) TxDOT projects report; 3) public works facility update and 4) sanitary sewer system maintenance.
- D. Administration Services –** 1) Financial Outlook; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report, 5) Sales Tax Report and 6) administrative services report.

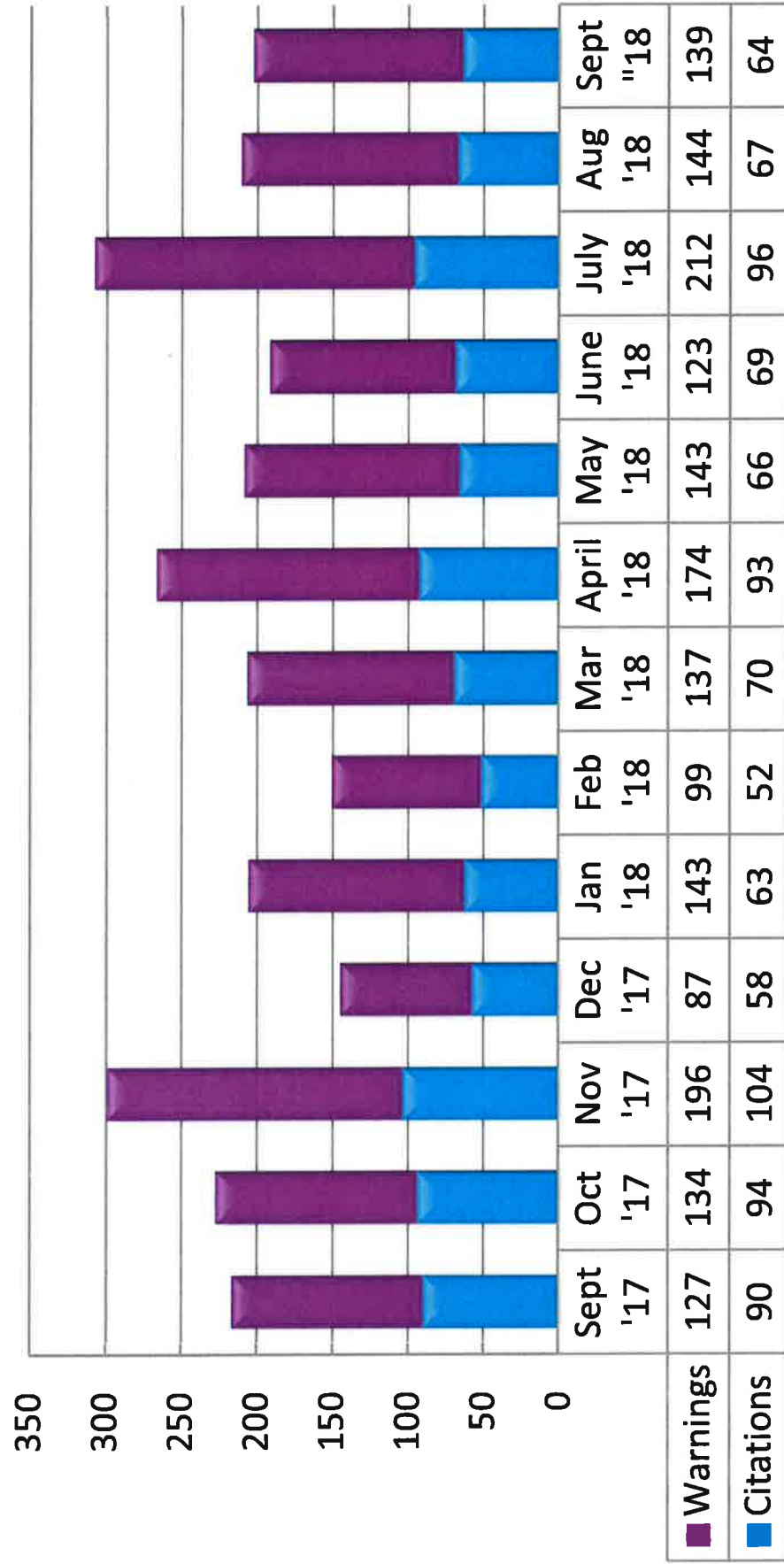
Sept '18

Calls for Service



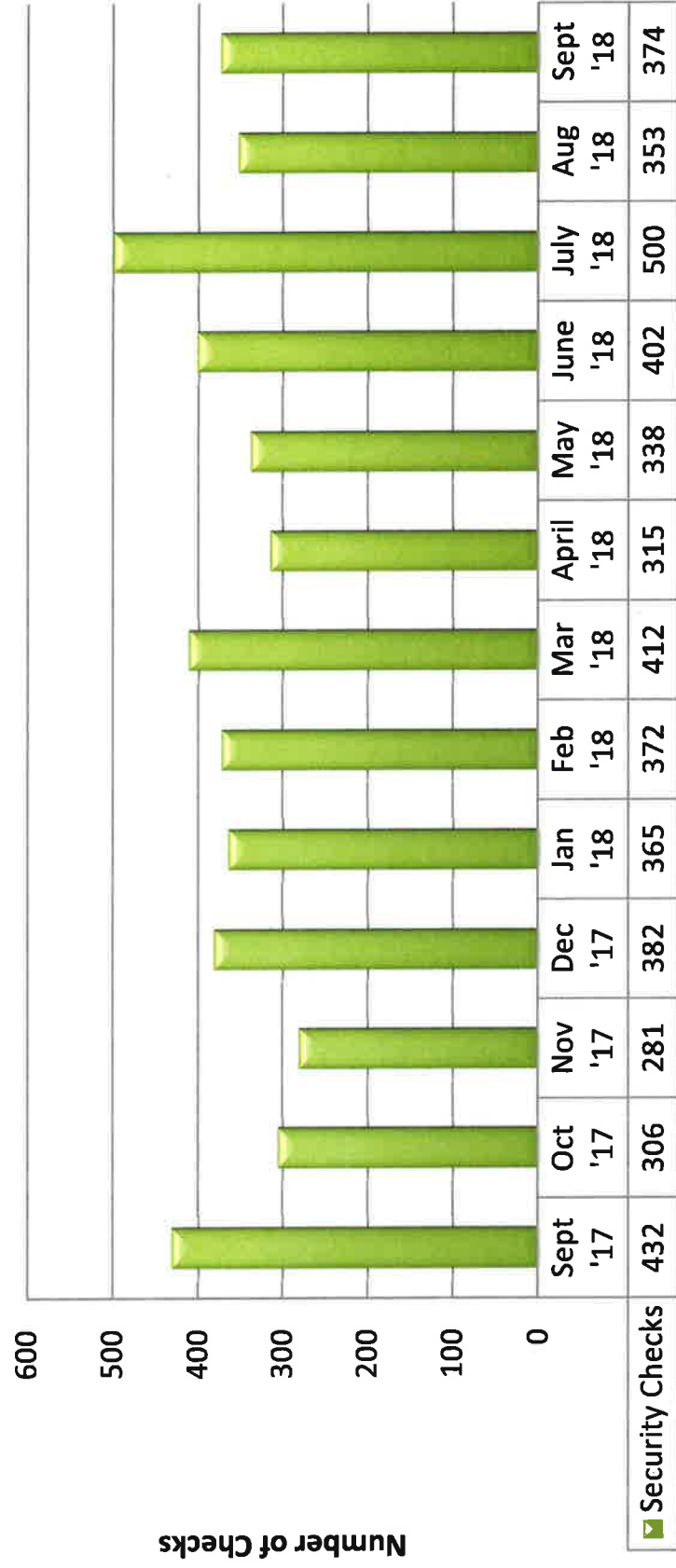
Traffic Enforcement

Sept '18



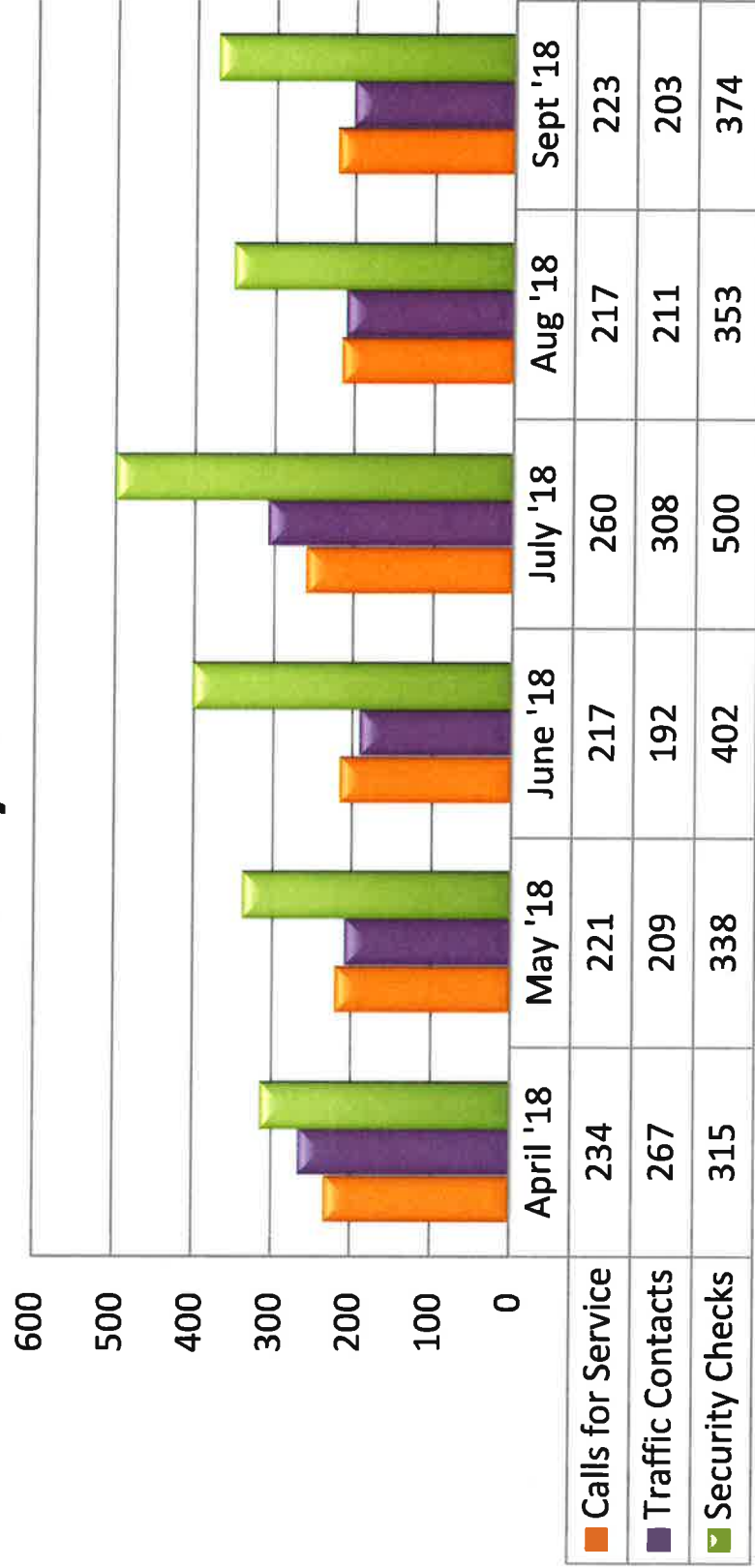
Sept '18

Security Checks



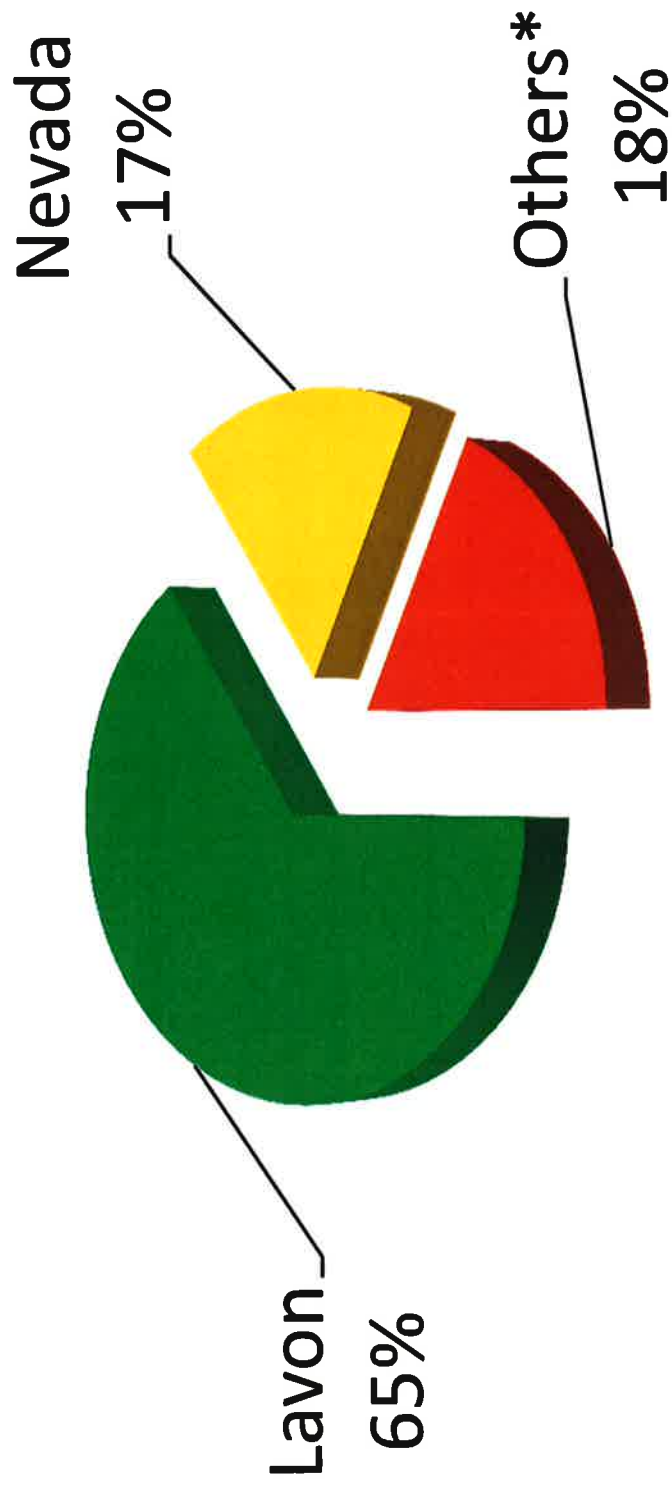
Activity Levels

Sept '18



Sept '18

Call Breakout



* May include other cities and /or unincorporated areas of the County

September
2018

Time Interval	Color
More Than 10 hours	Blue
Between 8 and 10 hours	Green
Between 6 and 8 hours	Yellow
Between 3 and 6 hours	Orange
3 Hours or less	Red

Staff Report

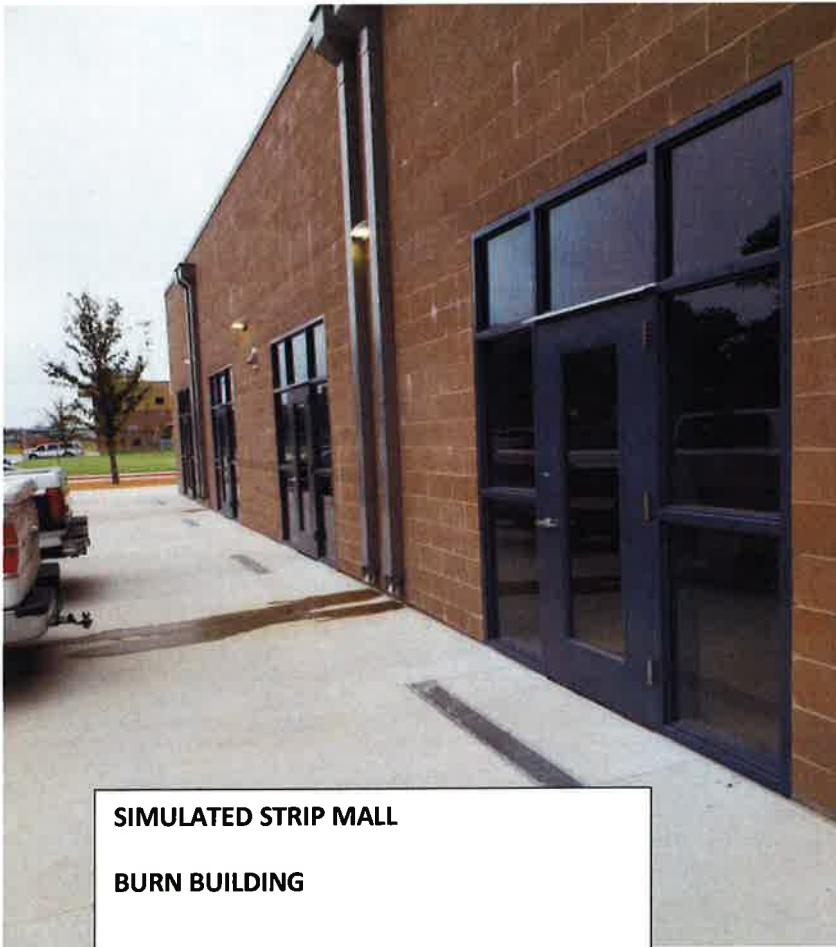
Fire Marshal and Lavon Volunteer Fire Department

1. Collin College, Public Safety Training Center (PSTC)
 - a. Grand Opening on 9/28/18
 - b. Volunteer firefighter training to begin in March
2. EOC/Fire Station Grand Opening
 - a. Good crowd, despite the flood!
 - b. Several donations and shirts sold
 - c. Thank you to everyone who came and helped with the event!!
3. Community Activities, FM and/or LVFD participated in within the last 2 weeks
 - a. NES Fire Drill
 - b. Grand Opening Celebration
 - c. McClendon Elementary Government Day and Tours
 - d. LVFD Training/"Stop the Bleed"
 - e. LVFD Training/Ladders
 - f. National Night Out neighborhood "meet and greet"
 - g. National Night Out, at the Fire Station
 - a. Over 30 hotdogs served!! Good crowd!!

"Support the LVFD" shirts are still on sale, but supplies are getting limited....So get one quick if you still want one (Makes a great Christmas gift!!)

Collin College, Public Safety Training Center





**SIMULATED STRIP MALL
BURN BUILDING**



**SIMULATED APPARTMENT
BURN BUILDING**

Public Safety Training Center

FACTS

What programs does the Public Safety Training Center offer?

The Public Safety Training Center serves as the home of Collin College's fire science and law enforcement academies, in addition to providing expanded training and professional development opportunities for local fire departments and law enforcement agencies.

How large is the Public Safety Training Center?

Sitting on 25 acres of land near the corner of Redbud Boulevard and Bloomdale Road, the center consists of fire science training grounds, a reality-based simulation village for police training, three separate firearms ranges, traditional classrooms and about 200 parking spaces. Including the main building, two burn structures and an outdoor pavilion, the center has a total square footage of 128,109 S.F.

Main building - 110,128 S.F.

37-Lane firearms range - 53,000 S.F.

Reality-Based Training Center - 10,000 S.F.

Commercial fire building - 7,100 S.F.

Residential fire building - 7,444 S.F.

Outdoor pavilion - 3,437 S.F.

What training elements does the Public Safety Training Center offer?

- Two multi-story burn buildings to simulate fire suppression and rescue in residential and commercial settings
- A designated area for training for hazardous materials fires and spills
- A trench rescue practice area designed to train for below-grade rescue in earth collapse extrications
- A vehicle extrication pad
- A civil aircraft fire training area
- A law enforcement training area with simulated retail spaces, office buildings and living areas for reality-based scenario training
- Three indoor firearms ranges
- A dedicated defensive tactics room
- Traditional classrooms



For more information on the Public Safety Training Center or Collin College's law enforcement and fire science programs, contact Law Enforcement Academy Director Scott Donaldson at sdonaldson@collin.edu or Fire Science and EMS Director Pat McAuliff at pmcauliff@collin.edu.



Crestridge Meadows

Public Works



Presidents Blvd



Lavon Farms



Sewer Treatment Plant



Sewer Treatment Plant

Drainage ditch at Traditions Phase 2



Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Actual	Sept 2018 Actual	FY 2017-2018 TOTAL	FY 2017-2018 Budget
Ordinary Income/Expense														
Income														
Utility Income Transfer														
10 1200 Solid Waste Fund Transfer	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	171,996.00	172,000.00
10 1201 Sanitary Sewer Fund Trans	0.00	0.00	0.00	40,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00	120,000.00
Total Utility Income	14,333.00	14,333.00	14,333.00	54,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	291,996.00	292,000.00
Judicial Branch														
10 1301 Court Fees	270.00	465.00	0.00	250.00	150.00	120.00	120.00	170.00	130.00	220.00	250.00	180.00	2,965.00	3,700.00
Total Judicial Branch	270.00	465.00	0.00	250.00	150.00	120.00	120.00	170.00	130.00	220.00	250.00	180.00	2,965.00	3,700.00
Legislative Branch														
10 1400 Administrative Fee	2,050.00	1,200.00	1,370.00	1,200.00	1,950.00	2,050.00	2,050.00	3,950.00	2,400.00	2,350.00	1,987.75	1,800.00	24,387.75	20,000.00
10 1401 Banking Interest	9.59	6.97	21.76	416.58	782.41	858.66	745.35	864.26	681.96	647.57	0.00	0.00	4,835.11	3,540.00
10 1403 Late Fees	2,226.84	2,108.52	2,090.24	2,035.59	1,943.44	1,729.33	2,387.24	1,943.06	2,414.19	1,584.06	2,103.87	1,991.58	24,338.98	21,000.00
10 1404 Photocopies	5.70	0.00	0.00	0.00	0.00	2.00	0.00	0.00	1.00	0.50	1.00	0.00	10.20	50.00
10 1408 Restitution	0.00	1,200.00	1,171.01	0.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,448.01	4,750.00
10 1410 Community Center/Pavillion Re	730.00	1,825.00	810.00	1,480.00	1,095.00	1,955.00	230.00	1,105.00	776.25	810.53	530.00	1,205.00	12,551.78	8,200.00
Total Legislative Branch	5,022.13	6,340.49	5,463.01	5,132.17	5,845.85	6,584.99	5,382.58	7,463.32	6,273.40	5,382.88	4,632.82	4,986.58	68,548.83	57,540.00
Operations Division														
10 1500 EDC Reimb - Tax Note	0.00	0.00	0.00	12,832.81	0.00	0.00	0.00	0.00	0.00	632.94	0.00	0.00	13,465.75	13,466.00
10 1501 Food Service Inspection Permit	0.00	50.00	1,850.00	1,230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00	3,240.00	4,000.00
10 1501 General Permit Fees	4,943.12	2,015.90	1,353.05	6,458.13	2,458.50	10,367.10	6,545.00	6,633.00	8,746.24	8,934.95	5,487.40	6,270.80	70,222.89	53,811.00
10 1502 New Building Permit Fees	11,913.25	27,002.20	106,531.60	4,893.20	18,811.81	0.00	47,027.55	0.00	38,553.40	47,338.60	0.00	26,445.95	328,517.56	285,507.00
10 1503 OSSF Permit Fees	0.00	0.00	0.00	0.00	400.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	600.00	2,000.00
10 1504 PD Fines / Fees	5,078.20	5,760.69	5,385.63	9,237.77	6,516.91	7,642.47	6,628.56	3,652.90	3,178.88	3,454.31	6,965.08	4,145.11	67,647.52	60,000.00
10 1505 PD Warrant Fines / Fees	101.90	470.10	0.00	586.70	698.00	893.22	846.00	285.90	348.10	40.90	8.00	271.90	4,653.72	5,000.00
10 1508 Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,275.00	0.00	0.00	0.00	0.00	1,275.00	0.00
10 1508 PD Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,750.00	0.00	0.00	26,429.00	36,500.00
10 1511 Transfer - PD Tobacco Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00	0.00	3,300.00	3,300.00
10 1512 Transfer - Court Tech Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	4,000.00
10 1513 Lavon Farms Inspection Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,881.73	0.00	56,881.73	-
Total Operations Division	22,058.47	35,298.79	115,120.28	35,241.61	28,885.22	34,581.79	61,347.11	11,848.80	50,827.63	71,151.70	76,432.21	37,243.58	580,013.17	467,584.00
Prior Year Carryover														
10 1570 Unenc Funds	243,698.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	243,698.88	208,564.00
Total Carryover	243,698.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	243,698.88	208,564.00
Taxes														
10 1600 Franchise Tax	36.88	5,418.01	0.00	80,286.28	18,514.26	0.00	70.13	6,501.34	8,342.75	8.52	9,419.64	4.26	128,612.05	130,000.00
10 1601 Property Tax	21,801.22	64,422.47	939,060.87	183,254.29	53,132.83	16,315.91	3,028.68	9,505.37	3,430.13	4,916.70	2,050.95	0.00	1,300,919.42	1,295,426.00
10 1602 Sales & Use Tax	15,906.70	15,690.55	15,773.26	19,932.93	22,092.91	16,169.09	2,509.06	20,878.55	18,698.29	19,381.74	21,515.05	17,887.00	208,435.13	157,500.00
Total Taxes	37,744.78	85,531.03	954,834.13	283,483.50	93,740.00	32,485.00	6,007.87	36,885.26	30,471.17	24,306.96	32,885.64	17,891.26	1,635,886.60	1,582,926.00
Total Income	323,105.36	141,968.31	1,086,750.42	378,440.28	152,954.07	98,114.78	97,444.57	80,498.38	112,035.20	125,404.34	138,633.47	84,444.40	2,822,789.58	2,612,314.00
Expense														
Judicial Branch														
20 8001 Credit Card Fees	268.51	276.18	179.41	648.87	670.32	80.12	224.80	223.38	109.17	265.88	91.46	138.82	3,174.92	3,000.00
20 8006 Jury Panel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00	0.00	0.00	138.00	-36.00	150.00	150.00
20 8007 Health Insurance	711.20	707.39	707.39	711.05	707.39	707.39	711.05	707.39	707.39	711.05	707.39	710.71	8,508.78	8,501.00
20 8250 Office Supplies	76.85	139.96	0.00	100.86	224.93	122.13	17.66	66.27	202.66	163.20	151.17	107.00	1,372.29	1,500.00
20 8300 Payroll - Municipal Court Staff	4,109.54	6,211.26	4,276.05	6,460.32	4,239.47	4,083.12	4,176.85	4,282.72	4,194.75	4,244.87	6,086.31	4,001.69	56,377.05	63,373.00
20 8302 Payroll - Judge	337.50	150.00	0.00	412.50	300.00	300.00	337.50	412.50	412.50	225.00	375.00	525.00	3,787.50	3,500.00
20 8303 Payroll - Prosecutor	337.50	150.00	0.00	300.00	300.00	300.00	337.50	412.50	200.00	150.00	375.00	525.00	3,387.50	3,500.00
20 8400 Postal Fees	49.00	0.00	0.00	0.00	0.00	0.00	6.70	50.00	0.00	6.70	88.69	50.00	251.09	450.00
20 8600 Training	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	50.00	-50.00	100.00	0.00	200.00	1,000.00
Total Judicial Branch	5,890.00	7,634.79	5,162.85	8,633.40	6,542.11	5,602.76	5,812.06	6,232.76	5,876.47	5,716.70	8,113.02	6,020.22	77,237.14	84,974.00

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Actual	Sept 2018 Actual	FY 2017-2018 TOTAL	FY 2017-2018 Budget
Administration														
30 8010 Advertising & Notices	1,928.20	327.54	0.00	0.00	182.31	735.96	43.00	414.34	0.00	619.22	1,946.38	75.00	6,271.97	7,000.00
30 8011 Automobile Allowance	200.00	200.00	200.00	300.00	100.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00	2,400.00
30 8015 Building Supplies	58.23	216.84	87.46	145.36	48.99	182.16	0.00	160.25	92.83	182.08	211.34	-68.28	1,277.27	2,000.00
30 8021 Cell Phone - Staff	71.40	71.62	87.61	75.62	87.21	36.80	36.80	36.80	36.80	36.73	36.73	36.73	685.27	1,000.00
30 8080 Computer (Server/Software)	16.19	16.23	626.23	16.23	18.23	16.23	16.23	16.23	16.23	16.23	1,016.23	18.23	1,804.72	3,000.00
30 8085 Council Events	0.00	32.97	469.80	77.88	78.37	13.45	97.21	350.56	86.14	97.21	89.97	-38.76	1,288.99	1,300.00
30 8070 Cleaning	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,400.00	5,400.00
30 8080 CPA	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	2,250.00
30 8081 Drinking Water/Gatorade All	15.00	0.00	0.00	10.00	12.50	0.00	0.00	0.00	136.76	99.98	124.66	110.79	509.69	1,000.00
30 8100 Dues & Fees	310.00	246.04	233.00	962.15	1,118.00	271.69	0.00	0.00	0.00	0.00	0.00	-322.44	2,818.44	4,000.00
30 8101 Elections	0.00	0.00	1,055.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,982.03	5,000.00
30 8103 Health Insurance	2,844.80	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	26,748.79	34,000.00
30 8104 Community Events	805.92	541.50	339.36	0.00	0.00	1,333.49	352.05	0.00	61.63	28.00	384.00	51.07	3,897.02	5,000.00
30 8105 Mileage & Meals	0.00	35.23	20.00	281.72	0.00	0.00	9.63	0.00	0.00	0.00	0.00	0.00	346.58	500.00
30 8250 Office Supplies	773.02	-339.29	322.56	277.89	157.84	170.28	159.75	386.31	335.41	165.43	139.11	66.47	2,594.78	3,500.00
30 8251 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00
30 8252 Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30 8300 Payroll - Admin Staff	15,317.30	16,134.22	15,971.14	23,958.71	15,950.40	16,306.34	15,971.14	15,971.14	15,971.14	15,971.14	23,919.21	15,971.14	207,411.02	203,859.00
30 8324 Comm Center Events Coord	540.00	550.00	985.00	845.00	1,180.00	780.00	410.00	550.40	701.24	682.50	900.00	445.00	8,549.14	7,500.00
30 8400 Postal Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.00	0.00	0.00	0.00	0.00	72.00	250.00
30 8450 Sales Tax Rebate	0.00	0.00	0.00	7,053.51	0.00	0.00	0.00	0.00	0.00	12,286.98	0.00	0.00	19,320.47	15,000.00
30 8415 Records Storage	138.00	138.00	138.00	138.00	154.00	154.00	154.00	0.00	336.80	154.00	154.00	0.00	1,680.80	1,680.00
30 8500 Website	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00
30 8800 Training	210.00	0.00	15.00	65.00	30.00	531.12	175.00	125.79	0.00	750.00	285.00	300.00	2,486.91	2,500.00
30 7000 Electric	615.01	516.11	455.41	399.86	520.64	368.83	368.83	368.50	720.81	820.55	890.70	770.25	6,817.59	5,000.00
30 7002 Natural Gas	20.53	32.08	297.23	946.20	1,480.98	186.73	590.37	54.67	82.76	47.95	48.35	48.35	3,806.22	4,100.00
30 7003 Telephone	521.78	507.35	521.29	505.98	509.77	507.04	506.25	504.63	509.36	513.30	512.64	515.51	6,135.08	6,200.00
30 7004 Water	48.22	35.50	37.16	50.34	84.73	102.02	83.51	106.56	92.18	84.13	82.91	32.30	839.96	750.00
Total Administration	24,883.58	21,878.32	24,422.36	39,238.47	24,326.35	24,582.97	21,728.07	21,929.76	21,998.49	35,346.43	33,327.61	24,837.85	318,880.06	331,163.00
Operations Division														
Fire Services														
40 5000 ALS medical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.90	428.51	807.41	1,300.00
40 5001 Apparatus Upgrades/Repairs	0.00	0.00	0.00	0.00	130.00	963.12	0.00	7.00	2,474.82	2,766.42	1,762.64	75.69	8,179.69	6,000.00
40 5008 Fire Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	700.00	-
40 5010 Computer/IT/Printer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,253.84	382.14	1,645.98	1,600.00
40 6002 Equipment Maint and Repair	0.00	794.37	10.00	22.00	0.00	7.65	0.00	0.00	0.00	0.00	349.82	674.32	1,859.16	1,500.00
40 6010 Fuel	313.12	230.44	147.75	303.46	121.75	171.79	143.47	206.00	437.22	253.18	303.72	223.85	2,855.75	5,000.00
40 6101 Fire Marshal Dues & Fees	0.00	0.00	0.00	153.07	120.00	0.00	0.00	0.00	0.00	294.00	581.57	0.00	581.57	575.00
40 6120 Internet/Wifi/Sat	105.96	106.08	106.08	106.08	106.08	106.08	106.10	106.10	106.08	106.08	121.89	549.37	1,731.98	1,640.00
40 6131 Helmet EMS pk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00
40 6145 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	762.00	0.00	96.22	858.22	250.00
40 6147 Postal Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00
40 6148 PPE/Bunker gear	49.98	62.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	596.00	9,365.00	9,993.21	20,068.69	26,820.00
40 6200 Safety Fire Equipment	0.00	178.60	234.03	0.00	0.00	87.36	176.94	0.00	2,615.00	1,210.00	16,358.75	7,500.00	28,360.68	24,850.00
40 6201 Fire Hose	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,780.84	0.00	0.00	99.87	1,860.71	2,250.00
40 6204 NFPA Pump/Ladder E2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	494.00	0.00	0.00	0.00	494.00	500.00
40 6205 Payroll - Fire/Safety Manager	4,842.16	4,962.16	4,842.16	7,283.24	4,842.16	4,842.16	4,842.16	4,842.16	4,842.16	4,842.16	7,263.24	4,842.16	63,068.08	64,101.00
40 6206 Health Insurance	711.20	707.39	707.39	711.05	707.39	707.39	711.05	707.39	707.39	711.05	707.39	710.71	8,506.79	8,501.00
40 6207 PT Personnel Stipend	1,825.00	1,325.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,150.00	4,000.00	1,600.25	4,000.00
40 6208 Uniforms/Graphics	0.00	152.90	76.98	0.00	127.90	0.00	0.00	94.72	0.00	0.00	137.90	1,009.85	1,900.25	1,200.00
40 6209 Cell Phone	52.57	72.27	62.56	36.84	36.84	36.84	36.80	-2.40	0.00	0.00	0.00	703.00	1,035.32	900.00
40 6210 Fire Services General	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00
40 6250 FD Office Supplies	56.50	0.00	0.00	0.00	0.00	100.98	104.02	0.00	70.99	355.99	798.00	-97.41	1,369.07	800.00
40 6281 Travel/Conferences/Meals	81.24	35.59	33.52	0.00	25.95	19.78	0.00	37.02	58.87	52.84	62.89	830.40	1,217.90	1,350.00
40 7000 Electric	21.04	85.81	97.26	211.87	200.78	121.87	84.17	73.49	144.03	144.03	132.93	1,420.02	1,420.02	2,500.00
40 7001 Natural Gas	46.72	46.72	73.91	46.72	111.18	87.62	44.58	44.28	44.28	44.28	44.67	44.67	679.84	800.00
40 7002 Water	29.42	34.40	34.73	28.05	29.88	29.86	27.43	34.13	34.73	109.24	41.42	29.86	483.13	850.00
Total Fire Service	6,114.91	6,794.23	6,399.18	8,909.57	6,559.90	7,260.09	6,276.72	6,149.89	13,793.81	11,955.08	39,719.65	28,599.81	152,533.04	166,262.00
Police Department														
40 6015 Audio Visual	0.00	0.00	0.00	0.00	492.91	0.00	765.91	0.00	0.00	0.00	905.88	0.00	2,164.60	1,800.00
40 6018 Body Armor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	683.98	0.00	0.00	0.00	683.98	1,000.00
40 6019 Ballistic Helmet	0.00	0.00	0.00	0.00	0.00	408.50	0.00	0.00	0.00	0.00	0.00	0.00	408.50	500.00
40 6021 Cell Phone Staff	660.19	537.36	559.36	503.17	452.80	452.80	452.20	-15.82	71.97	42.98	13.00	4,880.28	8,609.28	6,300.00
40 6050 Child Abuse Interfocal	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
40 6055 Cleaning	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00	4,200.00

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Actual	Sept 2018 Actual	FY 2017-2018 TOTAL	FY 2017-2018 Budget
40 6061	0.00	0.00	0.00	0.00	220.25	0.00	13,063.76	1,147.75	296.60	705.00	0.00	0.00	15,433.38	15,400.00
40 6070	0.00	109.64	0.00	0.00	95.38	0.00	0.00	184.77	-61.02	220.78	498.69	0.00	1,048.24	1,800.00
40 6071	30.00	30.00	30.00	30.00	30.00	30.00	30.00	0.00	0.00	330.00	1,578.00	0.00	2,118.00	3,100.00
40 6072	0.00	10,032.85	0.00	10,032.85	0.00	0.00	10,032.85	0.00	0.00	10,032.87	0.00	0.00	40,131.42	40,132.00
40 6102	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	210.94	653.94	600.00
40 6103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,695.13	4,000.00
40 6140	50.36	54.95	0.00	472.00	0.00	13.90	0.00	242.00	0.00	-925.03	36.24	0.00	-35.59	1,500.00
40 6143	4,299.83	4,305.94	4,305.94	4,342.54	4,305.94	4,305.94	4,342.54	4,305.94	4,305.94	4,342.54	4,305.94	4,322.59	51,791.62	76,509.00
40 6150	0.00	0.00	0.00	348.95	0.00	130.58	0.00	0.00	0.00	139.58	209.37	0.00	837.48	800.00
40 6146	0.00	11.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.19	0.00	37.31	750.00
40 6160	390.08	278.87	278.91	278.91	278.91	278.91	278.91	278.91	278.91	278.91	278.91	278.91	3,455.09	3,600.00
40 6252	2.82	39.82	17.24	99.40	279.99	0.00	93.12	213.00	0.00	489.85	0.00	0.00	1,235.24	1,000.00
40 6253	108.99	235.12	72.13	161.83	250.22	235.62	99.44	76.79	277.85	68.00	114.50	-49.71	1,630.78	3,000.00
40 6300	35,237.50	37,735.64	34,337.61	52,726.48	37,735.89	31,907.72	33,649.90	34,365.07	34,986.66	35,237.48	52,856.24	35,384.37	458,163.56	467,158.00
40 6350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	0.00	7.40	2,500.00
40 6400	6.48	33.72	69.93	9.91	100.00	6.70	51.55	116.26	116.03	80.65	112.84	10.45	713.52	600.00
40 6451	0.00	0.00	0.00	0.00	0.00	192.00	0.00	84.48	0.00	0.00	0.00	0.00	276.48	5,000.00
40 6453	1,800.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00	3,500.00
40 6501	641.48	0.00	0.00	0.00	0.00	75.00	0.00	0.00	417.19	0.00	146.98	0.00	1,280.65	1,500.00
40 6502	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
40 6650	9,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,600.00	10,000.00
40 6801	1,407.50	0.00	4.43	200.00	57.23	285.00	573.40	56.00	55.73	0.00	214.88	0.00	2,863.97	5,500.00
40 6850	106.43	0.00	0.00	0.00	0.00	400.32	737.21	218.10	9.99	89.99	959.68	578.69	3,089.41	4,000.00
40 6900	50.00	25.00	25.00	10.00	30.00	0.00	0.00	0.00	0.00	225.00	50.00	20.00	435.00	500.00
40 6903	1,764.20	1,374.25	1,618.31	2,491.67	1,434.44	1,722.68	1,854.83	1,708.30	1,685.06	2,223.77	1,568.66	1,650.42	21,325.62	22,500.00
40 6904	117.73	556.00	976.91	340.72	129.00	520.27	985.32	902.65	682.08	1,167.86	17.53	328.26	6,435.33	10,000.00
40 6950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,140.00	0.00	0.00	2,140.00	3,000.00
40 7025	2.66	320.41	309.66	429.24	401.32	361.20	339.48	328.06	407.62	453.40	472.02	491.07	4,316.14	4,000.00
40 7027	457.05	457.05	457.05	456.46	456.46	456.46	455.34	474.56	474.56	367.61	642.92	367.61	5,629.86	6,000.00
40 7028	37.37	29.42	28.65	29.26	28.65	29.66	29.26	29.26	29.66	29.26	30.48	30.48	361.81	400.00
Total Police Department	57,120.67	58,616.16	43,439.15	73,316.39	48,718.33	42,237.78	69,244.26	45,332.06	46,313.60	58,328.38	65,919.03	49,033.36	657,519.17	714,149.00
Public Works														
40 5980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
40 6022	150.74	134.07	150.90	138.55	137.56	137.58	187.70	187.70	187.70	187.39	214.17	187.39	2,001.47	2,000.00
40 6051	3,269.24	3,269.24	3,269.24	4,903.66	3,269.24	3,269.24	3,269.24	3,269.24	3,269.24	3,057.62	240.00	1,351.23	35,706.63	42,500.00
40 6104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	216.16	216.16	1,000.00
40 6105	0.00	0.00	0.00	800.00	0.00	250.00	650.00	0.00	450.00	350.00	89.44	200.00	2,789.44	3,000.00
40 6106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
40 6155	1,350.00	78.00	0.00	0.00	0.00	658.12	2,601.98	1,200.00	673.46	2,195.50	853.28	800.00	10,610.34	12,500.00
40 6156	1,099.34	112.63	182.68	0.00	0.00	395.71	162.92	13.65	548.15	866.19	0.00	204.90	3,586.17	7,000.00
40 6280	2,126.41	2,114.98	2,114.98	2,125.96	2,114.98	2,114.98	2,125.96	2,114.98	700.20	2,125.96	2,114.98	2,132.13	24,026.50	25,903.00
40 6285	0.00	37.35	0.00	23.16	52.36	94.61	35.24	0.00	45.32	0.00	0.00	0.00	288.04	1,000.00
40 6287	0.00	0.00	100.00	82.97	417.62	36.84	36.80	36.80	36.80	36.73	36.73	36.73	858.02	1,500.00
40 6270	0.00	0.00	15.49	0.00	51.55	17.06	0.00	0.00	23.87	0.00	196.78	0.00	346.75	1,000.00
40 6302	8,232.00	8,432.00	8,232.00	12,305.70	8,694.42	8,368.00	8,400.57	7,571.47	8,035.56	7,707.44	11,890.07	8,445.68	106,304.89	109,031.00
40 6306	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
40 6545	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
40 6550	0.00	0.00	0.00	0.00	0.00	273.00	807.55	439.35	0.00	0.00	3,360.00	0.00	5,108.65	7,100.00
40 6700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
40 6701	477.63	3,568.84	3,725.19	3,725.19	5,473.78	3,725.19	3,725.19	3,829.93	3,989.90	472.99	7,026.22	3,743.24	43,482.69	44,000.00
40 6703	0.00	0.00	0.00	1,996.00	0.00	0.00	0.00	0.00	0.00	16,790.00	27.92	1,071.85	19,885.77	33,750.00
40 6749	0.00	0.00	0.00	0.00	0.00	0.00	1,480.00	1,480.00	1,480.00	1,850.00	1,480.00	1,850.00	9,620.00	12,000.00
40 6750	0.00	315.79	235.25	3.10	749.05	2,347.79	3.35	0.00	0.00	0.00	189.95	295.27	4,139.55	6,000.00
40 6902	300.00	870.00	0.00	785.00	0.00	1,006.00	95.00	59.92	45.00	0.00	0.00	0.00	3,180.92	7,000.00
40 6951	0.00	464.93	169.85	264.76	495.00	0.00	0.00	0.00	245.74	67.50	236.25	101.25	2,045.26	3,500.00
40 6905	231.16	456.64	325.40	899.75	236.70	313.20	286.65	598.48	560.98	441.60	453.93	519.76	5,314.33	6,000.00
40 6906	176.97	103.70	25.00	61.72	9.88	302.80	268.55	67.42	6.34	15.00	15.00	258.08	1,294.46	4,000.00
40 6901	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	7,800.00	7,800.00
40 6911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
40 6914	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Total Public Works	18,105.49	20,608.17	19,195.98	28,755.72	22,571.11	23,657.32	24,821.15	21,720.07	21,209.22	36,803.68	29,074.72	22,063.85	286,586.26	344,784.00
Other Expenses														
Multi-year Commitments														
EDC Tax Note	0.00	0.00	0.00	0.00	12,632.81	0.00	0.00	0.00	0.00	632.94	0.00	0.00	13,465.75	13,466.00
90 8650														

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Actual	Sept 2018 Actual	FY 2017-2018 TOTAL	FY 2017-2018 Budget
40 6008 Tractor/Mower/Bush Hog	0.00	0.00	0.00	0.00	0.00	4,982.56	0.00	0.00	0.00	0.00	0.00	0.00	4,982.56	4,983.00
50 8009 Fire Engine 2013 Spartan	0.00	0.00	0.00	22,501.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,501.41	22,502.00
50 8011 Copier Maint Contract	289.38	278.31	385.17	285.35	416.50	456.62	285.24	408.19	643.30	488.22	439.60	570.46	4,956.34	4,800.00
50 8013 Office Machine Contract	476.46	0.00	0.00	476.46	0.00	118.37	476.46	0.00	0.00	476.46	0.00	0.00	2,024.21	1,904.00
50 8014 PW - 3/4 Dodge 3 of 4	0.00	0.00	6,338.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,338.14	6,338.00
50 8015 Tractor	0.00	0.00	0.00	8,684.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,684.87	8,685.00
50 8017 PD Tahoe 1 of 3	0.00	0.00	0.00	4,377.42	0.00	4,377.42	0.00	10.00	4,377.42	0.00	0.00	0.00	13,142.26	18,000.00
50 8018 PD - 2016 Ford Explorer 3 of 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,041.12	0.00	0.00	18,041.12	18,042.00
50 8019 PD - 2016 Ram 3 of 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,692.25	0.00	16,692.25	16,693.00
50 8020 Fire Marshal Vehicle 2 of 5	0.00	0.00	0.00	12,802.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,802.67	12,803.00
50 8021 PW Truck 2018 Dodge Ram 1 of 1	0.00	0.00	0.00	2,365.36	0.00	2,365.36	0.00	0.00	2,365.36	0.00	0.00	0.00	7,096.08	10,000.00
Total Debt Service	775.84	278.31	6,703.31	51,503.54	13,249.31	12,280.33	761.70	418.19	7,386.08	19,648.74	17,131.85	570.46	130,707.66	138,196.00
Facilities														
50 8112 PD Remodel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,900.00	0.00	0.00	2,900.00	5,800.00
50 8113 FD Lockers/Furn	0.00	0.00	0.00	0.00	337.84	0.00	0.00	482.41	2,054.90	1,493.20	825.71	184.76	5,378.82	11,000.00
50 8114 PW Bldg and Equip Shelter	0.00	9,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,790.00	0.00	6,800.00	59,340.00	59,500.00
50 8100 Building Mtrc - City Hall	375.00	148.46	94.45	321.34	1,123.29	1,110.00	579.00	696.89	27.38	486.77	309.69	2,995.57	8,267.86	10,000.00
50 8101 Building Mtrc - EM Svcs.	0.00	308.00	513.34	60.89	0.00	244.66	29.97	18.78	3,143.00	225.00	3,405.40	1,937.34	9,886.38	10,000.00
Total Facilities	375.00	10,206.46	607.79	382.23	1,481.13	1,354.66	608.97	1,198.08	5,225.28	47,894.97	4,540.80	11,917.67	85,773.06	96,300.00
Dedicated Funds														
50 8200 TIF Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133,500.00	133,500.00
50 8203 Resv/Unassigned Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145,568.00	145,568.00
50 8204 Street Fund Transfer	0.00	0.00	0.00	0.00	0.00	0.00	48,909.00	0.00	0.00	0.00	0.00	0.00	48,909.00	48,909.00
50 8207 Phase 2 Radio upgrade	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
Total Dedicated Funds	0.00	0.00	0.00	0.00	0.00	0.00	68,909.00	0.00	0.00	0.00	0.00	279,068.00	347,977.00	347,977.00
Insurance														
50 8300 Auto Liability	442.33	442.33	442.33	442.33	442.33	442.33	442.33	648.33	468.08	468.08	468.08	468.08	5,616.96	7,450.00

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Actual	Sept 2018 Actual	FY 2017-2018 TOTAL	FY 2017-2018 Budget
50 8301 Auto Phys. Damage	236.67	236.67	236.67	236.67	236.67	236.67	236.67	452.03	263.59	263.59	263.59	263.59	3,163.06	3,320.00
50 8302 Errors & Omissions	159.67	159.67	159.67	159.67	159.67	159.67	159.67	162.59	162.59	162.59	162.59	162.59	1,951.08	1,915.00
50 8303 General Liability	80.75	80.75	80.75	80.75	80.75	80.75	80.75	82.25	82.25	82.25	82.25	82.25	987.00	1,010.00
50 8305 Law Enforcement Liability	597.00	597.00	597.00	597.00	597.00	597.00	597.00	596.36	596.92	596.92	596.92	596.92	7,163.04	7,564.00
50 8306 Mobil Equipment	42.42	42.42	42.42	42.42	42.42	42.42	42.42	179.77	59.58	59.58	59.58	59.58	715.03	600.00
50 8307 Real & Personal Property	321.08	321.08	321.08	321.08	321.08	321.08	321.08	1,420.44	458.50	458.50	458.50	458.50	5,502.00	5,000.00
50 8308 Workers Compensation	1,715.50	1,715.50	1,715.50	1,715.50	1,715.50	1,715.50	1,728.42	2,160.42	1,780.67	1,780.67	1,780.67	1,780.67	21,411.72	21,500.00
Total Insurance	3,595.42	3,595.42	3,595.42	3,595.42	3,595.42	3,595.42	3,606.34	5,733.13	3,872.18	3,872.18	3,872.18	3,872.18	46,509.91	48,359.00
Outsourcing														
50 8400 Ambulance Service	3,341.59	0.00	0.00	3,341.59	0.00	0.00	0.00	0.00	0.00	6,963.02	0.00	0.00	13,646.20	13,846.00
50 8401 Animal Control	1,562.50	0.00	0.00	1,562.50	0.00	0.00	1,562.50	0.00	0.00	1,562.50	0.00	0.00	6,250.00	6,250.00
50 8402 Auditor	0.00	4,100.00	0.00	0.00	1,864.00	4,100.00	4,300.00	0.00	0.00	0.00	0.00	0.00	14,364.00	15,000.00
50 8403 Central Appraisal District	0.00	2,114.00	0.00	0.00	2,114.00	0.00	0.00	0.00	0.00	0.00	2,114.00	0.00	8,566.00	7,998.00
50 8404 City Civil Attorney	1,404.80	5,169.23	5,047.75	2,404.29	2,286.34	1,463.80	1,095.80	2,497.80	3,237.50	5,687.87	3,259.78	2,821.30	36,358.06	40,000.00
50 8405 City Engineer	712.50	-700.14	662.50	280.00	2,592.50	1,305.00	3,453.76	-1,793.51	2,514.11	-85.00	1,650.00	7,345.00	17,956.72	15,000.00
50 8406 Surety	0.00	0.00	0.00	194.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.00	200.00
50 8407 Information Technologies	1,527.77	1,527.77	1,704.51	1,704.51	1,787.00	1,704.51	2,237.48	2,063.71	2,309.44	1,952.97	3,220.30	2,194.16	23,934.13	22,000.00
50 8408 Tax Assessor & Collector	0.00	0.00	1,218.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,218.00	1,500.00
50 8409 TIF Administrator	2,800.00	7,100.00	0.00	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,200.00	11,300.00
50 8410 Shredding Services	107.37	108.35	108.35	225.63	216.86	115.84	115.33	116.36	116.88	117.39	117.40	117.40	1,585.96	1,400.00
50 8412 MSA Execution	0.00	0.00	0.00	0.00	0.00	1,885.61	517.06	0.00	0.00	0.00	0.00	0.00	2,402.67	25,000.00
50 8414 Consulting/Prof Service	0.00	0.00	0.00	0.00	5,002.50	0.00	0.00	240.00	155.00	0.00	2,238.56	1,070.89	8,707.95	10,000.00
50 8415 Codification	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,290.00	0.00	4,290.00	5,015.00
50 8416 Drainage Project - Prelim Eng	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00
Total Outsourcing	11,458.53	19,419.21	8,731.11	11,022.52	15,868.00	10,574.56	13,281.93	5,238.36	8,332.83	16,196.75	16,891.04	13,548.75	150,363.69	190,507.00
Payroll Taxes														
50 8500 FICA	4,136.00	4,468.42	4,087.56	6,232.98	4,414.85	3,991.92	4,091.11	4,099.84	4,134.92	4,118.20	6,263.30	4,212.08	54,251.18	56,452.00
50 8501 Medicare	967.34	1,045.01	955.93	1,457.72	1,032.50	933.58	956.80	958.87	967.01	963.12	1,464.82	985.07	12,887.77	13,203.00
50 8502 Retirement - City Portion	3,722.31	3,991.33	3,714.40	5,819.30	4,119.96	3,787.61	3,887.27	3,860.09	3,924.25	3,920.93	5,902.86	3,972.34	50,922.65	52,378.00
50 8503 SUTA	6.74	5.22	2.07	100.83	49.04	2,633.21	222.53	29.13	57.34	48.68	79.65	59.35	3,293.79	3,500.00
Total Payroll Taxes	8,832.39	9,509.96	8,759.96	13,610.83	9,616.35	11,346.32	9,157.71	6,947.93	9,083.52	9,050.93	13,710.63	9,228.64	120,655.39	125,533.00
Total Expenses	138,149.83	160,541.07	127,017.11	238,968.09	152,562.61	142,526.61	224,207.91	122,800.23	143,091.58	244,815.62	232,500.73	448,760.59	2,376,942.36	2,588,224.00
Estimated Bank Balance				-									618,293.95	24,090.00

CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2017-2018

PERMITS	September - 18	Calendar Year 2018	Permit Valuations	September- 17	Calendar Year 2017	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	5	14	\$2,547.00	1	14	\$2,769.92
SINGLE FAMILY	9	69	\$187,143.60	5	49	\$136,346.00
POOLS	0	5	\$1,650.00	0	5	\$2,000.00
OTHERS	18	181	\$24,107.30	11	101	\$12,112.64
TOTAL	32	269	\$215,447.90	17	169	\$153,228.56



Sep 2018

Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Coordinator*





Municipal Recycling Program



Single Stream Recycling

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

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

	Sep-18	Aug-18	Jul-18	Jun-18	May-18	Apr-18	Mar-18	Feb-18	Jan-18	Dec-17	Nov-17	Oct-17
Homes	1,385	1,385	1,354	1,348	1,324	1,314	1,305	1,296	1,291	1,286	1,282	1,276
Resi Rcy Tonnage	18.54	18.54	19.00	22.87	27.11	46.95	34.76	51.23	22.56	36.44	25.39	21.03
Pounds / Home / Month	26.77	26.77	28.92	34.81	41.26	71.46	53.27	46.36	34.95	56.67	39.61	32.96



Municipal Service Inquiries



Residential Solid Waste Services

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

	Sep-18	Aug-18	Jul-18	Jun-18	May-18	Apr-18	Mar-18	Feb-18	Jan-18	Dec-17	Nov-17	Oct-17
Service Opportunities	11,994	11,847	11,726	11,674	11,466	11,379	11,301	11,223	11,223	11,145	11,111	11,059
Service Inquiries	1	17	5	0	2	3	3	0	0	0	1	0
Per 1,000 Service Opps	0.08	1.43	0.43	0.00	0.17	0.26	0.27	0	0	0	0.09	0



Customer Service Inquiries - Detail



Good Service is Good Business

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

City Account Complaints for the Period of 09/01/2018 - 09/30/2018

Account	Address	Service Type	Service Code
105627-379	1074 MEADOW HILL		
			Total 1
			Grand Total 1

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

September 11, 2018

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

Dear Mayor Sanson,

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

**August 2018
\$1,554.77**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:ds

**RECEIVED
SEP 17 2018
CITY OF LAVON**

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

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Monthly Collection Status Report
August 2018

City of Lavon #18

	Collections Month of August	Cumulative Total 10/1/17 thru 8/31/18	% of Collections
Current Tax Year Collections			
Base M&O	\$1,370.57	\$1,221,933.26	101.24%
Base I&S	72.85	\$64,951.63	
Late Rendition Penalty	0.00	\$137.86	
P&I M&O	235.53	\$2,426.99	
P&I I&S	12.53	\$128.99	
P&I I&S Bond			
Attorney Fee	243.93	\$424.79	
Subtotal	\$1,935.41	\$1,290,003.52	101.48%
Delinquent Tax Years Collections			
Base M&O	-\$127.59	\$6,967.75	
Base I&S	-9.12	\$149.31	
Late Rendition Penalty	0.00	\$0.00	
P&I M&O	0.00	\$3,834.35	
P&I I&S	0.00	\$58.51	
P&I I&S Bond			
Attorney Fee	0.00	\$1,771.16	
		0.00	
Subtotal	-\$136.71	\$12,781.08	1.01%
Combined Current & Delinquent:			
Base M&O	\$1,242.98	\$1,228,901.01	
Base I&S	\$63.73	\$65,100.94	
Late Rendition Penalty	0.00	137.86	
P&I M&O	235.53	6,261.34	
P&I I&S	12.53	187.50	
P&I I&S Bond			
Attorney Fee	243.93	2,195.95	
		0.00	
Total Collections	\$1,798.70	\$1,302,784.60	102.49%
Original 2017 Tax Levy		\$1,271,141.41	100.00%

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

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Cumulative Comparative Collection Status Report
August 2018

City of Lavon #18

Current Tax Year Collections	Collections thru August 2018	% Collections	Collections thru August 2017	% Collections
Base M&O	\$1,286,884.89	101.24%	\$1,151,944.49	99.61%
Late Rendition Penalty	137.86		120.66	
P&I M&O	2,555.98		1,837.54	
Attorney Fee	424.79		189.07	
Subtotal	<u>\$1,290,003.52</u>	101.48%	<u>\$1,154,091.76</u>	99.60%
Delinquent Tax Years Collections				
Base M&O	\$7,117.06		\$7,151.94	
Late Rendition Penalty	0.00		0.00	
P&I M&O	3,892.86		1,540.95	
Attorney Fee	1,771.16		164.19	
Other Fees	0.00		0.00	
Subtotal	<u>\$12,781.08</u>	1.01%	<u>\$8,857.08</u>	0.77%
Combined Current & Delinquent:				
Base M&O	\$1,294,001.95		\$1,159,096.43	
P&I M&O	6,448.84		3,378.49	
Late Rendition Penalty	137.86		120.66	
Attorney Fee	2,195.95		353.26	
Total Collections	<u>\$1,302,784.60</u>	102.49%	<u>\$1,162,948.84</u>	100.57%
Adjusted 2016 Tax Levy			<u>\$1,156,398.86</u>	100.00%
Original 2017 Tax Levy	<u>\$1,271,141.41</u>	100.00%		

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

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Levy Outstanding Status Report
August 2018

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 7/31/18	\$4,515.07	5,642.40
Base M&O Collections	1,443.42	-136.71
Supplement/Adjustments	\$0.00	\$0.00
Write-Off	0.00	0.00
Remaining Levy as of 8/31/18	<u>\$3,071.65</u>	<u>\$5,779.11</u>
Cumulative (From 10/01/17 thru 8/31/18)		
Original 2017 Tax Levy (as of 10/01/17)	\$1,271,141.41	14,047.11
Base M&O Collections	1,286,884.89	7,117.08
Supplement/Adjustments	18,815.13	-1,150.94
Write-Off	0.00	0.00
Remaining Levy as of 8/31/18	<u>\$3,071.65</u>	<u>\$5,779.11</u>

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

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Monthly Distribution Report
August 2018

City of Lavon #18

	Distribution Month of August	Distribution 10/1/17 thru 8/31/18
Weekly Remittances:		
Week Ending 8/3/18	\$2,050.95	\$60,120.83
Week Ending 8/10/18	\$0.00	\$111,510.61
Week Ending 8/17/18	\$0.00	\$739,361.73
Week Ending 8/24/18	\$0.00	\$299,578.41
Week Ending 8/31/18	\$0.00	\$90,303.23
Total Weekly Remittances	<u>\$2,050.95</u>	<u>\$1,300,874.81</u>
Overpayment from Prior Month	\$0.00	\$203.13
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$243.93	\$2,185.95
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$0.00	\$6.89
Total Disbursements	<u>\$2,294.88</u>	<u>\$1,303,280.78</u>
Carryover to Next Month	-\$496.18	-\$496.18

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

October 10, 2018

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

Dear Mayor Sanson,

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

**September 2018
\$11.12**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:ds

**RECEIVED
OCT 09 2018
CITY OF LAVON**

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

Page 1

Monthly Collection Status Report
September 2018

City of Lavon #18

	Collections Month of September	Cumulative Total 10/1/17 thru 9/28/18	% of Collections
Current Tax Year Collections			
Base M&O	\$0.00	\$1,221,933.26	101.24%
Base I&S	0.00	\$64,951.63	
Late Rendition Penalty	0.00	\$137.86	
P&I M&O	0.00	\$2,426.99	
P&I I&S	0.00	\$128.99	
P&I I&S Bond			
Attorney Fee	0.00	\$424.79	
Subtotal	<u>\$0.00</u>	<u>\$1,290,003.52</u>	101.48%
Delinquent TaxYears Collections			
Base M&O	\$7.72	\$6,975.47	
Base I&S	0.00	\$149.31	
Late Rendition Penalty	0.00	\$0.00	
P&I M&O	3.40	\$3,837.75	
P&I I&S	0.00	\$58.51	
P&I I&S Bond			
Attorney Fee	1.67	\$1,772.63	
		0.00	
Subtotal	<u>\$12.79</u>	<u>\$12,793.87</u>	1.01%
Combined Current & Delinquent:			
Base M&O	\$7.72	\$1,228,908.73	
Base I&S	\$0.00	\$65,100.94	
Late Rendition Penalty	0.00	137.86	
P&I M&O	3.40	6,284.74	
P&I I&S	0.00	187.50	
P&I I&S Bond			
Attorney Fee	1.67	2,197.62	
		0.00	
Total Collections	<u>\$12.79</u>	<u>\$1,302,797.39</u>	102.49%
Original 2017 Tax Levy		<u>\$1,271,141.41</u>	100.00%

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

Page 2

Cumulative Comparative Collection Status Report
September 2018

City of Lavon #18

	Collections thru		Collections thru	
	September 2018	% Collections	September 2017	% Collections
Current Tax Year Collections				
Base M&O	\$1,286,884.89	101.24%	\$1,152,182.11	99.64%
Late Renditon Penalty	137.86		125.22	
P&I M&O	2,555.98		1,852.74	
Attorney Fee	424.79		198.09	
Subtotal	<u>\$1,290,003.52</u>	101.48%	<u>\$1,154,358.16</u>	99.82%
Delinquent Tax Years Collections				
Base M&O	\$7,124.78		\$7,225.96	
Late Renditon Penalty	0.00		0.00	
P&I M&O	3,896.26		1,553.24	
Attorney Fee	1,772.83		169.82	
Other Fees	0.00		0.00	
Subtotal	<u>\$12,793.87</u>	1.01%	<u>\$8,949.02</u>	0.77%
Combined Current & Delinquent:				
Base M&O	\$1,294,009.67		\$1,159,408.07	
P&I M&O	6,452.24		3,405.98	
Late Rendition Penalty	137.86		125.22	
Attorney Fee	2,197.62		367.91	
Total Collections	<u>\$1,302,797.39</u>	102.49%	<u>\$1,163,307.18</u>	100.60%
Adjusted 2016 Tax Levy			<u>\$1,156,398.86</u>	100.00%
Original 2017 Tax Levy	<u>\$1,271,141.41</u>	100.00%		

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

Page 3

Levy Outstanding Status Report
September 2018

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 8/31/18	\$3,071.65	5,779.11
Base M&O Collections	0.00	7.72
Supplement/Adjustments	-\$91.14	-\$91.14
Write-Off	0.00	0.00
Remaining Levy as of 9/28/18	<u>\$2,980.51</u>	<u>\$5,680.25</u>
Cumulative (From 10/01/17 thru 9/28/18)		
Original 2017 Tax Levy (as of 10/01/17)	\$1,271,141.41	14,047.11
Base M&O Collections	1,286,884.89	7,124.78
Supplement/Adjustments	18,723.99	-1,242.08
Write-Off	0.00	0.00
Remaining Levy as of 9/28/18	<u>\$2,980.51</u>	<u>\$5,680.25</u>

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

Page 4

Monthly Distribution Report
September 2018

City of Lavon #18

	Distribution Month of September	Distribution 10/1/17 thru 9/28/18
Weekly Remittances:		
Week Ending 9/7/18	\$0.00	\$60,120.83
Week Ending 9/14/18	\$0.00	\$111,510.61
Week Ending 9/21/18	\$0.00	\$739,361.73
Week Ending 9/28/18	\$0.00	\$299,578.41
	\$0.00	\$90,303.23
Total Weekly Remittances	<u>\$0.00</u>	<u>\$1,300,874.81</u>
Overpayment from Prior Month	\$496.18	\$203.13
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$1.67	\$2,197.62
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$0.00	\$6.89
Total Disbursements	<u>\$497.85</u>	<u>\$1,303,282.45</u>
Carryover to Next Month	-\$485.06	-\$485.06

2833 - Lavon, City of (General Obligation Debt)

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

The Charts below contain sales tax revenue allocated each month by the State Comptroller. For example, the February allocations reflect December sales, collected in January and allocated in February.

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

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

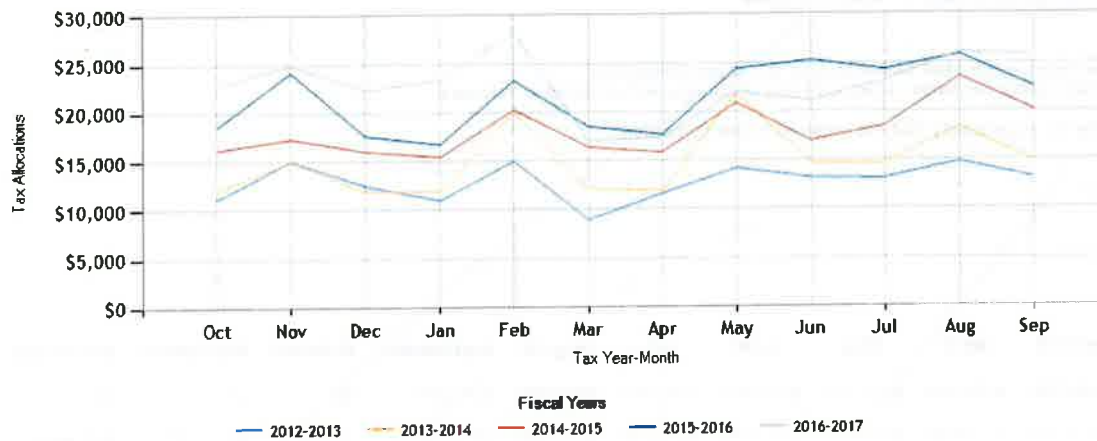
Download to Excel

By Calendar Year

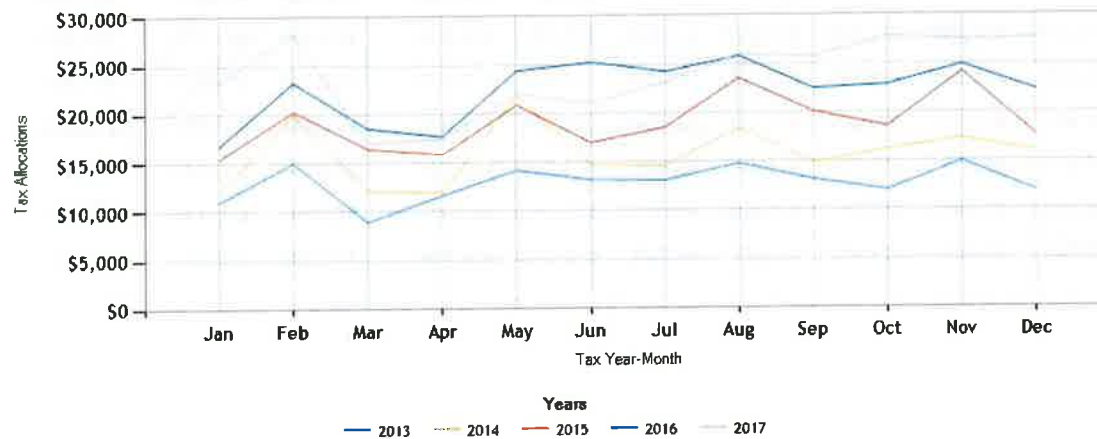
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2018	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$0	\$0	\$0	\$329,972
2017	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$27,837	\$27,458	\$27,603	\$286,962
2016	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$22,849	\$24,877	\$22,304	\$268,372
2015	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$18,554	\$24,151	\$17,624	\$228,313
2014	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$16,213	\$17,336	\$16,025	\$189,898
2013	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$12,032	\$14,975	\$11,935	\$153,947
2012	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$11,166	\$15,054	\$12,518	\$145,177
2011	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$9,075	\$15,224	\$9,414	\$129,340
2010	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$8,990	\$10,146	\$10,217	\$115,889
2009	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$11,983	\$12,813	\$9,335	\$124,325

1 2 >

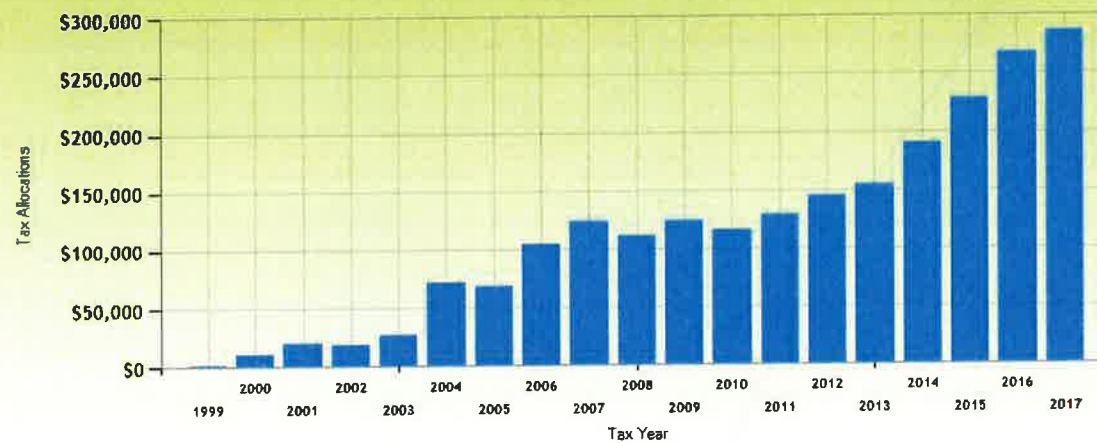
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30

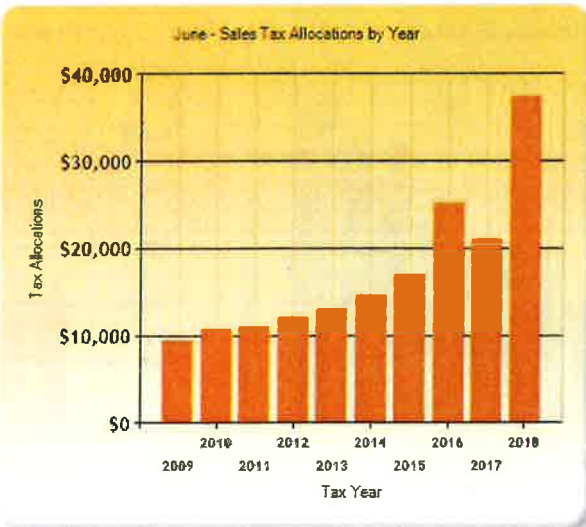
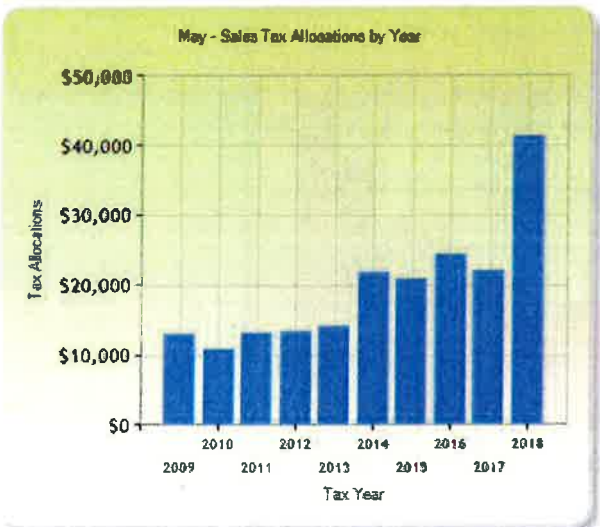
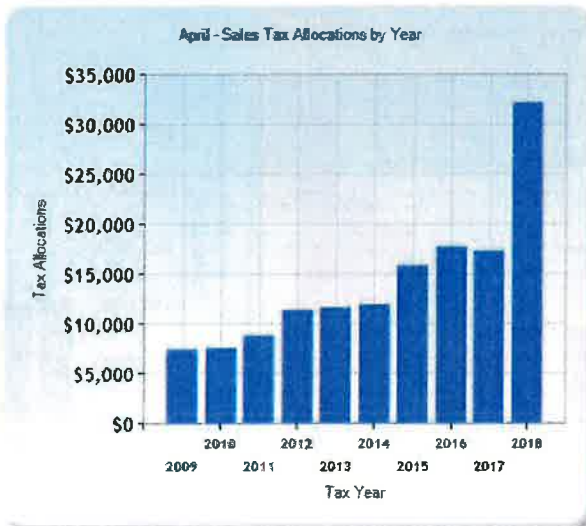
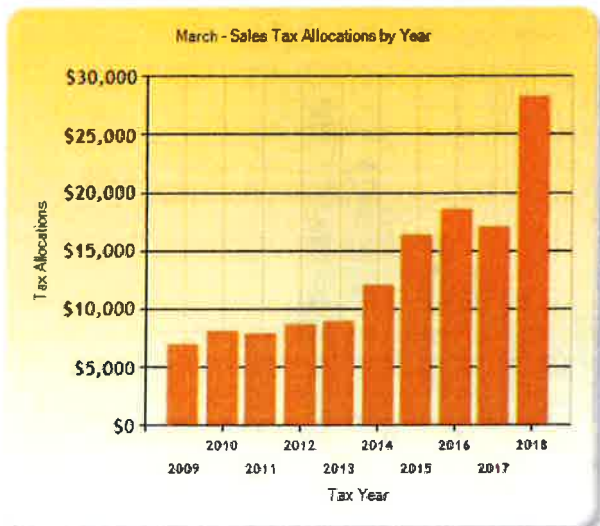
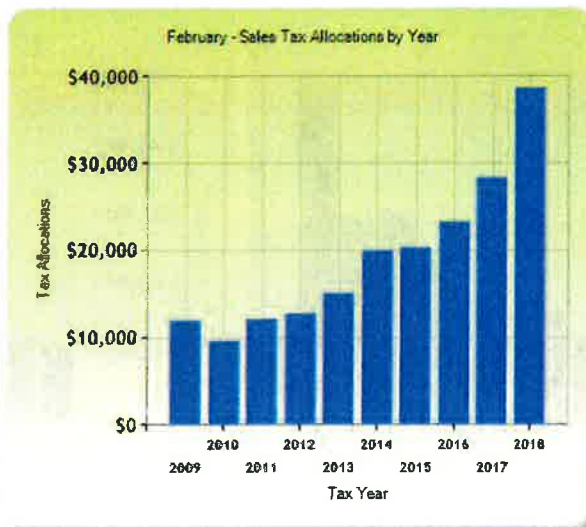
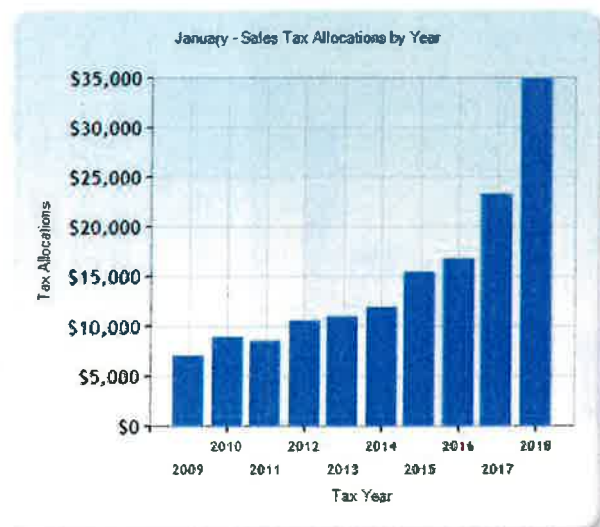


Monthly - Sales Tax Allocations - By Calendar Year

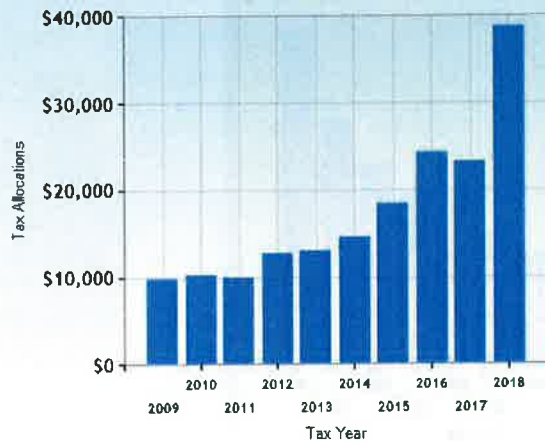


Yearly - Sales Tax Allocations - Past 20 Years

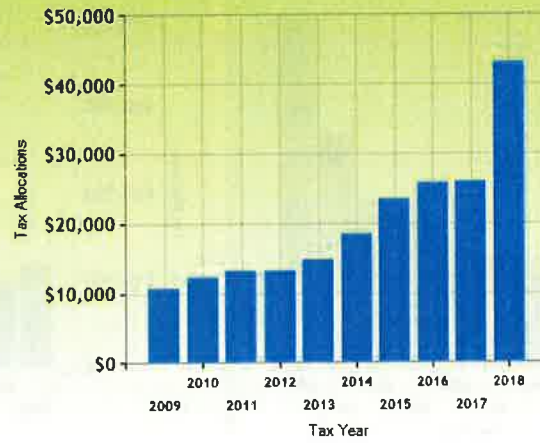




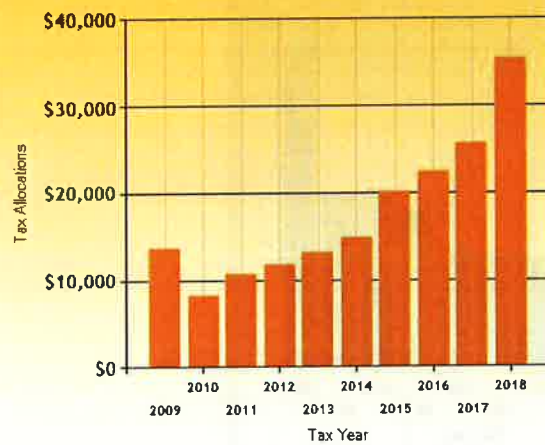
July - Sales Tax Allocations by Year



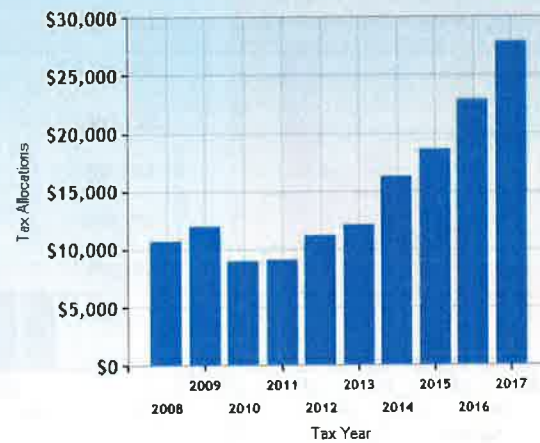
August - Sales Tax Allocations by Year



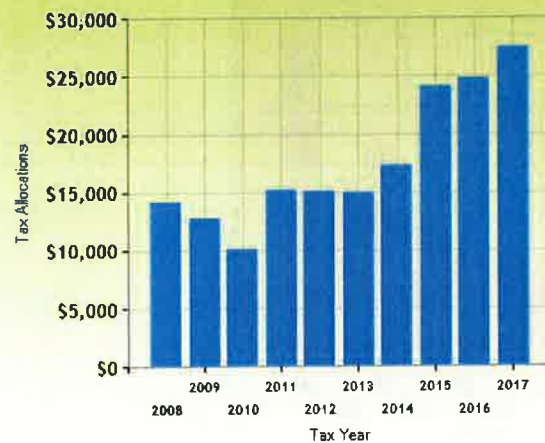
September - Sales Tax Allocations by Year



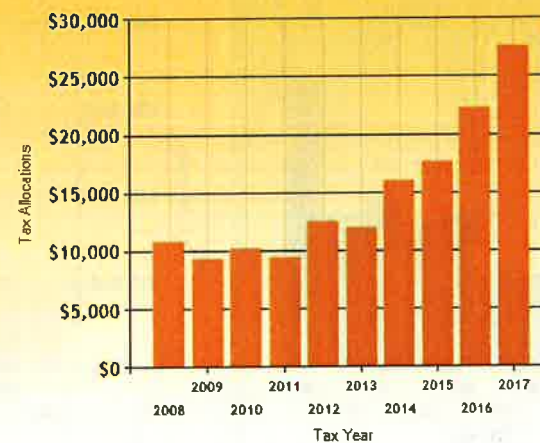
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year





CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-A

Item:

Discussion and action regarding the preliminary plat of the Bordeaux Addition on 4.91 acres of land situated in the S. M. Rainer Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.

Application Information

Owner(s): Rudban Construction, Inc.
Applicant: Rudy Bañuelos, Rudban Construction, Inc.
Location: 401 Main St., Lavon, Collin County, TX
North of the intersection of Lincoln and FM 2755
Description: S. M. Rainer Survey, Abstract No. 740, Sheet 2, Tract 38
Collin County, Texas (4.91 acres); CCAD Property ID 2769732
Current Zoning: Single Family - 2 (SF-2) for residential uses
Request: Preliminary Plat

Request Details

The applicant is seeking approval of a Preliminary Plat for the Bordeaux Addition north of the intersection of Lincoln and FM 2755. The development consists of 4.91 acres and is comprised of 3 residential lots. The proposed preliminary plat conforms to the zoning.

The proposed development is triangular shaped and bounded by FM 2755, Gracy and Main Street (Business 78). An existing home is situated on the subject property located at 401 Main Street. The development will provide for three residential lots, including the lot with the existing structure.

Excerpt:

**TEXAS LOCAL GOVERNMENT CODE
§ 212.004. PLAT REQUIRED**

PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Infrastructure:

Water

The development is located within the certificated area of the Bear Creek Special Utility District (SUD). A conceptual water plan has been submitted and reviewed.

Sewer

The development will utilize on-site sewage facilities (OSSF) subject to the regulations of the City, Collin County and the State of Texas.

Roads

The development provides for the dedication of necessary right of way long the roads adjacent to the property in accordance with City ordinances and policies. The applicant will install a paved turn-around on Gracy.

Parkland

There are no specific park land dedications within the proposed preliminary plat.

Floodplain

The applicant is providing accommodations for drainage in accordance with City standards and regulations.

Staff Notes:

The applicant met with the City staff development review committee and has complied with staff and City Engineer review notes. Approval is recommended.

Planning and Zoning Commission Action:

MOTION: RECOMMEND APPROVAL OF THE PRELIMINARY PLAT OF THE BORDEAUX ADDITION ON 4.91 ACRES OF LAND SITUATED IN THE S.M. RANIER SURVEY, ABSTRACT NO. 740, SHEET 2, TRACT 38, (CCAD PROPERTY ID 2769732), NORTH OF INTERSECTION OF LINCOLN AND FM 2755, CITY OF LAVON, COLLIN COUNTY, TEXAS.

MOTION MADE: COKER
SECONDED: ORMSBY
APPROVED: UNANIMOUS (Absent NABORS)

- Attachments:**
1. Application
 2. Proposed Preliminary Plat
 3. Location Exhibits and Comments
 4. Engineering Comments and Responses
 5. Planning and Zoning Commission Report

October 12, 2018



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

PLAT APPLICATION

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

Company Making Submission		Property Owner			
Name:	<u>RUDBAN Construction, Inc.</u>	Name:	<u>RUDBAN Construction, Inc.</u>		
Address:	<u>2707 Whispering Oaks</u>	Address:	<u>Same</u>		
City/State/Zip:	<u>Rockwall, TX 75087</u>	City/State/Zip:			
Phone #:	<u>214-498-9664</u>	Phone #:			
Fax #:	<u>469-338-0344</u>	Fax #:			
Authorized Person:	<u>Rudy Bañuelos</u>	Authorized Person:	<u>Rudy Bañuelos</u>		
Type of Submission		Check List of Items Submitted			
☒ Preliminary Plat		☐ (two) full size sets of plats (24x36)			
☐ Final Plat		☐ (two) full size construction sets (24x36)			
☐ Re-Submittal		☐ (one) half size sets of plats (11x17)			
☐ Construction Plans		☐ (ten) half size sets of plats with final submission (11x17)			
☐ Other		☐ (one) PDF plats (on separate CD's)			
		☐ (one) PDF construction plans (can be included on plat CD)			
Pricing					
Preliminary Plat: C*D*	\$325.00 plus \$5.00 per lot (Plus engineer review costs)				
Final Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)				
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)				
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)				
C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required. D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation. E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.					
NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.					
Authorized Representative (Printed Name)		Authorized Representative (Signature)	Date:		
<u>Rudy Bañuelos</u>		<u>[Signature]</u>	<u>8/10/2018</u>		
To be completed by the City					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
☐ Accepted	☐ Approved	☐ Approved	☐ Approved	☐ Approved	☐ Approved
☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected
Comments:					



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

PLAT APPLICATION

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

APPLICANT STATEMENT (select one):

X I understand that the plat for 400 Main St. Lavon, TX will not be scheduled for consideration by the Planning & Zoning Commission until such time as all staff comments have been addressed. I hereby waive the requirement that the plat be acted on by the Planning and Zoning Commission and/or the City Council within 30 days under the provisions of the Texas Local Government Code, Section 212.009, and understand and agree that the plat will be considered when it is administratively complete which may be longer than 30 days after the plat is filed; or

_____ I hereby request that the plat for _____ be scheduled for consideration at the next Planning & Zoning Commission meeting, regardless of the review process and staff determination that the application is administratively complete. I understand that a staff recommendation for approval of an application is generally forthcoming only for submissions deemed administratively complete and for which all staff comments have been addressed. I further understand that if my application is not approved, new application fees will be required for reconsideration.

I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.

Signature: _____

Owner / Authorized Agent

Date

8/7/2018

Printed Name: _____

Owner / Authorized Agent

Title: _____

President

Company: _____

RUDBAN CONSTRUCTION, INC.



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

PLAT APPLICATION

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

Authorization of Representation

Date: 8/7/2018

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, Rudy & Natalie Bañuelos, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Rudy Bañuelos to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.

[Signature]
Signature (Owner)

[Signature]
Signature (Owner)

Signature (Owner)

The State of Texas

County of Collin

Before me, the undersigned authority, appeared Rudy & Natalie Bañuelos

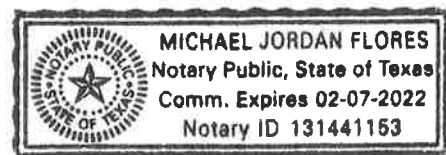
on this the 7th day of AUGUST, 20 18.

(notary seal)

[Signature]
Notary Public in and for

Collin

County, Texas



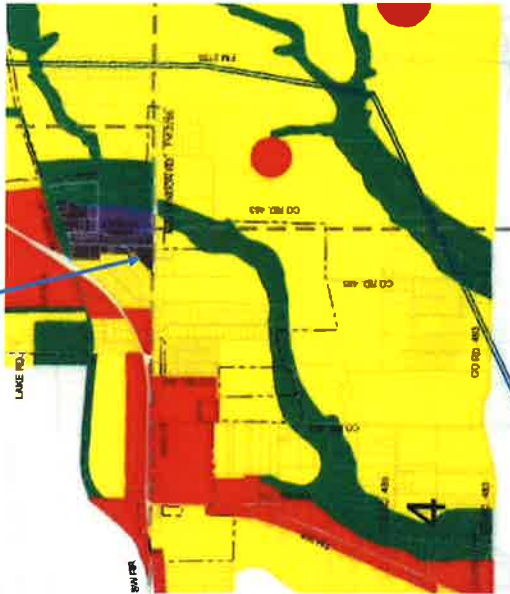
Bordeaux Addition – Location Exhibit



Bordeaux Addition – Location Exhibit

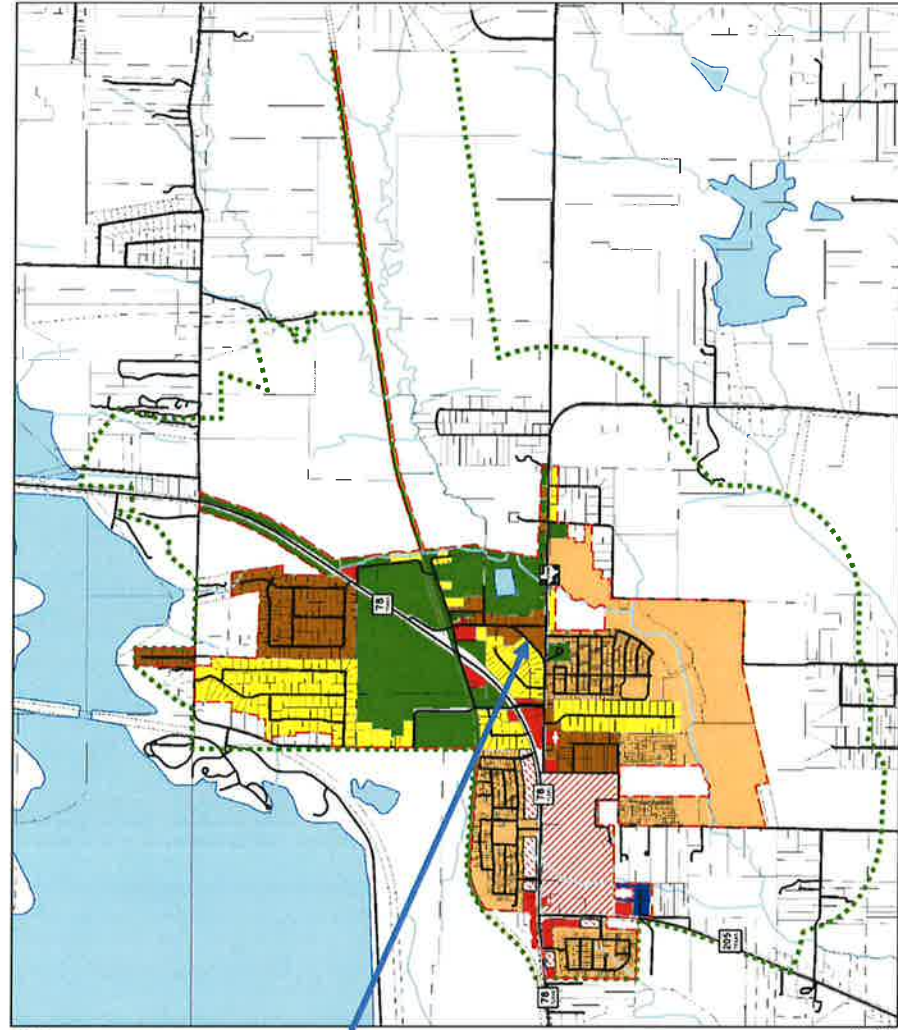


Bordeaux Addition



Zoning Map

Bordeaux Addition



ZONING MAP
Ordinance No. 2018-03-02
March 6th, 2018

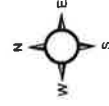


- Legend**
- Agricultural (A)
 - Single Family-1 (SF-1)
 - Single Family-2 (SF-2)
 - Retail (R)
 - Planned Development – Single Family (PD-SF)
 - Planned Development – Mixed Use (PD-MU)
 - Planned Development – Commercial (PD-C)
 - Planned Development – Business (PD-B)
 - Lorton City Limits

For Planned Development Regulations
See the City of Lorton Ordinance applicable to the specific site.

Unassigned Zoning Districts

- Single-Family -4 (SF-4)
 - Main Street
 - Business Park District (B-2)
- For General Regulations of these Zoning Districts
see the City of Lorton Zoning Ordinance



TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 21, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Bordeaux Addition, 3 Lots, 4.91 Acres
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Preliminary Plat dated April 25, 2018 as prepared by H.D. Fetty Land Surveyor, LLC and response comments dated September 20, 2018 as prepared by Bordeaux Company for the above referenced property. The property is located north of FM 2755 and south of Main St (Bus SH 78) and west of Gracy Rd.

All previous comments have been satisfactorily addressed.

Please note that our previous comment in regards to the depth of the "turn around easement" was in error and the layout provide meets the 70' depth requirements outlined in the fire code.

This concludes our review of the above referenced Preliminary Plat. **We recommend approval of the Preliminary Plat for the Bordeaux Addition.**

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

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

Sincerely,
FREEMAN-MILLICAN, INC.



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

Cc: Sonny Mancias, Mike Jones, Jon Scott, Rudy Bañuelos

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Kim Dobbs

Attachments: 400.Main.Lavon.CommentResponses.1-24.docx

From: Rudy Bañuelos [<mailto:rbanuelos@msn.com>]

Sent: Tuesday, September 18, 2018 1:29 PM

To: Kim Dobbs

Cc: mdhill@fmi-dallas.com

Subject: Re: 400 Main Street RePlat

Hi Kim and Mark,

Please find the correct comment responses:

Thanks,

Rudy

BORDEAUX COMPANY
Custom Homes & Remodeling

EMAIL: info@bordeauxcompany.com - TELEPHONE#: 469-338-0343 - FAX#: 469-338-0344 - MOBILE#: 214-498-9664

General

1. The property is being platted into 3 residential lots. One lot has an existing residence and no improvements for that area are shown.
2. The property is zoned Single-Family - 2 (SF-2) per Zoning Ordinance 2018-03-02.
3. A Preliminary Plat meeting the requirements as outlined in the Subdivision Ordinance (Ordinance 2002-01-03, as amended) has not been submitted for review. A Preliminary Plat must be approved prior to the approval of a Final Plat. However, these may be processed concurrently.

A: Corrected See Preliminary Plat

Final Plat

4. One of the bearings along Main Street does not match the bearing the written description.

A: Corrected See Plat

5. We recommend that the Point of Beginning be identified in the drawing.

A: Corrected See Plat

6. Building setback lines should be shown.

A: Corrected See Plat

7. The dedication "...mutual use and accommodations of Collin County and all public utilities..." The word "accommodations" is misspelled. "Collin County" should be "City of Lavan".

A: Corrected See Plat

8. The proposed sanitary sewer easement between Lot 1 and Lot 3 is not required.

A: Corrected See Plat

9. A "Turn around easement" is being provided near the southeast corner of lot 3. It is assumed this is for emergency vehicles. Per Fire Code, the depth from the road centerline should be a minimum of 70ft.

A: Corrected See Plat

10. A 25' Road Easement is being provided along Gracy Road. We recommend that this be dedicated Right-of-Way (30', see comment below).

A. Gracy Road is not a through street; therefore, an 25' easement is more appropriate than a 30' Right-of-Way. Additionally, a 30' Right-of-Way prohibits the development of lot #2 regarding an on-site sewerage (OSSF).

11. A ditch is being proposed along Gracy Road and, therefore, this would fall under "Country Lane" as depicted on Detail 3, Sheet DS-PV1 of Standard Construction Details. This is a 60' Right-of-Way, so the dedication should be 30' instead of 25'.

A: Please see the "Drainage Plan" and the response for question #10

12. We recommend that a drainage easement be provided along the existing drainage way to allow for maintenance.

A: Corrected See Plat

13. The topographic survey shows existing as well as some the proposed features/lines/easements.

A: Corrected See Plat

14. Existing water and sanitary sewer within and adjacent to the property should be shown. Any utilities within or adjacent to the perimeter roads should be considered "adjacent" to the property.

A: Corrected See Plat

15. Gracy Road has been closed to traffic at FM 2755. The location of the barriers should be shown and identified.

A: Corrected See Plat

Grading & Drainage Plan

16. It does not appear that Gracy Road has been drawn correctly relative to the property line shown. This should be corrected.

A: Corrected

17. The Gracy Road Right-of-Way dedication (Road Easement) extends from the property line, not the edge of pavement as shown. Also, please note that this should change to 30'

A: Extended from property line. Easement width to remain at 25'.

18. No drainage calculations have been provided. This includes pre-development and postdevelopment flows, ex. Culvert capacity, proposed driveway culvert sizing, etc. Offsite drainage should be addressed.

A: Drainage calculations provided for all culvert and proposed areas of development. Offsite drainage calculated and notated.

19. We recommend that all driveway culverts be RCP.

A: Culverts called out as RCP.

20. Since this will be considered a "Country Lane", a 2' wide concrete pilot channel is required along the flowline of the proposed ditch.

A: Concrete pilot channel proposed at ditch flowline.

21. This has been identified as a grading plan, but there are no grades provided. We recommend that, at a minimum, the following be shown:

- a. Finished floor elevations

A: Provided.

- b. Upstream and downstream driveway culvert elevations

A: Provided.

- c. Driveway elevations (at road, above culvert, at ROW line, at structure, etc.)

A: Provided.

22. We recommend that the on-site sewerage (OSSF) system equipment area be generally shown, including any drain field or irrigation area.

A: Septic system location notated on plan.

23. Erosion control measures should be provided.

A: Provided

24. Driveway dimensions, material of construction, details, etc. should be provided.

A: Provided

TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 19, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Bordeaux Addition, 3 Lots, 4.91 Acres
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary Plat dated April 25, 2018 as prepared by H.D. Fetty Land Surveyor, LLC for the above referenced property. The property is located north of FM 2755 and south of Main St (Bus SH 78) and west of Gracy Rd. Our comments are as follows:

General

1. The property is being platted into 3 residential lots. One lot has an existing residence and no improvements for that area are shown.
2. The property is zoned Single Family – 2 (SF-2) per the Zoning Ordinance 2018-03-02.

Preliminary Plat

3. A "Turn around easement" is being provided near the southeast corner of lot 3. It is assumed this is for emergency vehicles. Per Fire Code, the depth from the road centerline should be a minimum of 70 ft. The current easement extends only 60'.
4. A 25' Road Easement is being provided along Gracy Road. Typically, this would be a 30' ROW easement (60' total ROW). However, since this street has been closed to through traffic, the Developer has requested a 25' easement instead of the 30'. We do not have an issue with the 25' ROW easement.
5. A drainage easement be provided along the existing drainage way to allow for maintenance.
6. We recommend an approximate 20' Right-of-Way dedication be provided at the intersection of Gracy Road and SH 8 (Bus) to clear existing utility poles and provide for additional clearance beyond the edge of the existing pavement.
7. Note 7 references Lot 5. It does not appear this note is applicable.
8. The Surveyor should verify the need for a signature by the Collin County Health Department on this Preliminary Plat.

Ms. Kim Dobbs
Bordeaux Addition, Preliminary Plat
September 19, 2018
Page 2 of 2

This concludes our review of the above referenced Preliminary Plat. A copy of the Plat with markups is attached for your convenience.

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

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

Sincerely,
FREEMAN-MILLICAN, INC.

A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Attachment

Cc: Sonny Mancias, Mike Jones, Jon Scott,

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City of Lavon
Planning and Zoning Commission

P.O. Box 340 120 School Rd.
Lavon, TX 75166
(972) 843-4220
www.cityoflavon.com

October 3, 2018

Honorable Mayor and City Council
City of Lavon
P.O. Box 340
Lavon, TX 75166

RE: Commission Report: Bordeaux Addition

Dear Mayor Sanson and Members of the City Council,

At the September 25, 2018 Planning and Zoning Commission Meeting, the Planning and Zoning Commission considered and voted on the requests as shown below.

Discussion and action regarding preliminary plat of the Bordeaux Addition on 4.91 acres of land situated in the S.M. Ranier Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.

MOTION: RECOMMEND APPROVAL OF THE PRELIMINARY PLAT OF THE BORDEAUX ADDITION ON 4.91 ACRES OF LAND SITUATED IN THE S.M. RANIER SURVEY, ABSTRACT NO. 740, SHEET 2, TRACT 38, (CCAD PROPERTY ID 2769732), NORTH OF INTERSECTION OF LINCOLN AND FM 2755, CITY OF LAVON, COLLIN COUNTY, TEXAS.

MOTION MADE: COKER

SECONDED: ORMSBY

APPROVED: UNANIMOUS (Absent NABORS)

Discussion and action regarding the final plat of the Bordeaux Addition on 4.91 acres of land situated in the S. M. Ranier Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE BORDEAUX ADDITION ON 4.91 ACRES OF LAND SITUATED IN THE S. M. RANIER SURVEY, ABSTRACT NO. 740, SHEET 2 TRACT 38, (CCAD PROPERTY ID 27697325), NORTH OF THE INTERSECTION OF LINCOLN AND FM 2755, CITY OF LAVON, COLLIN COUNTY, TEXAS WITH RESTRICTION OF PRIVACY FENCES.

MOTION MADE: TIEGS

SECONDED: ORMSBY

APPROVED: UNANIMOUS (Absent NABORS)

Respectfully submitted,

David Rosenquist, Chairman
Planning and Zoning Commission



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-B

Item:

Discussion and action regarding the final plat of the Bordeaux Addition on 4.91 acres of land situated in the S. M. Rainer Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.

Application Information

Owner(s): Rudban Construction, Inc.

Applicant: Rudy Bañuelos, Rudban Construction, Inc.

Location: 401 Main St., Lavon, Collin County, TX
North of the intersection of Lincoln and FM 2755

Description: S. M. Rainer Survey, Abstract No. 740, Sheet 2, Tract 38
Collin County, Texas (4.91 acres); CCAD Property ID 2769732

Current Zoning: Single Family - 2 (SF-2) for residential uses

Request: Final Plat

Request Details

The applicant has submitted a final plat for a residential development consisting of 3 lots. The preliminary plat is scheduled for consideration on the same date as the final plat. Consideration of the final plat may be deferred if approval of the preliminary plat is not recommended.

Code Excerpt:

City of Lavon –Subdivision Ordinance

Section 4.04 FINAL PLAT

After approval of the preliminary plat by the planning and zoning commission and City Council, a final plat, prepared by a registered public surveyor bearing his or her seal and the construction plans prepared by a registered professional civil engineer bearing his or her seal,

shall be submitted to the planning and zoning commission.

Staff Notes:

The proposed final plat and construction plans were reviewed by the staff development review committee and the City's consulting engineer. The city engineer's comments have been satisfied.

Approval is recommended.

Planning and Zoning Commission Action

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE BORDEAUX ADDITION ON 4.91 ACRES OF LAND SITUATED IN THE S. M. RANIER SURVEY, ABSTRACT NO. 740, SHEET 2 TRACT 38, (CCAD PROPERTY ID 27697325), NORTH OF THE INTERSECTION OF LINCOLN AND FM 2755, CITY OF LAVON, COLLIN COUNTY, TEXAS WITH RESTRICTION OF PRIVACY FENCES.

MOTION MADE: TIEGS

SECONDED: ORMSBY

APPROVED: UNANIMOUS (Absent NABORS)

- Attachments:**
1. Application
 2. Proposed Final Plat
 3. Engineering Comments and Responses
 4. Planning and Zoning Commission Report

October 12, 2018



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.mcclelland@cityoflavon.org

RECEIVED

AUG 10 2018

PLAT APPLICATION

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

CITY OF LAVON

Company Making Submission		Property Owner	
Name:	<u>RUDBAN Construction, Inc.</u>	Name:	<u>RUDBAN Construction, Inc.</u>
Address:	<u>2707 Whispering Oaks</u>	Address:	<u>Same</u>
City/State/Zip:	<u>Rockwall, TX 75087</u>	City/State/Zip:	
Phone #:	<u>214-498-9664</u>	Phone #:	
Fax #:	<u>469-338-0344</u>	Fax #:	
Authorized Person:	<u>Rudy Barrios</u>	Authorized Person:	<u>Rudy Barrios</u>
Type of Submission		Check List of Items Submitted	
☐ Preliminary Plat		☐ (two) full size sets of plats (24x36)	
☒ Final Plat		☐ (two) full size construction sets (24x36)	
☐ Re-Submittal		☐ (one) half size sets of plats (11x17)	
☐ Construction Plans		☐ (ten) half size sets of plats with final submission (11x17)	
☐ Other		☐ (one) PDF plats (on separate CD's)	
		☐ (one) PDF construction plans (can be included on plat CD)	
Pricing			
Preliminary Plat: C*D*	\$325.00 plus \$5.00 per lot (Plus engineer review costs)		
Final Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)		
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)		
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)		
C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required. D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation. E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.			
NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.			
Authorized Representative (Printed Name)		Authorized Representative (Signature)	Date:
To be completed by the City			
In Takers Name:			
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:
☐ Accepted	☐ Approved	☐ Approved	☐ Approved
☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected
P&Z Review Date:		Council Action Date:	
☐ Approved		☐ Approved	
☐ Rejected		☐ Rejected	
Comments:			

RECEIVED

AUG 21 2018

CITY OF LAVON

rev.

kg



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.mcclelland@cityoflavon.org

PLAT APPLICATION

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

APPLICANT STATEMENT (select one):

☒ I understand that the plat for 400 Main Street, Lavon will not be scheduled for consideration by the Planning & Zoning Commission until such time as all staff comments have been addressed. I hereby waive the requirement that the plat be acted on by the Planning and Zoning Commission and/or the City Council within 30 days under the provisions of the Texas Local Government Code, Section 212.009, and understand and agree that the plat will be considered when it is administratively complete which may be longer than 30 days after the plat is filed; or

☐ I hereby request that the plat for 400 Main St, Lavon, TX be scheduled for consideration at the next Planning & Zoning Commission meeting, regardless of the review process and staff determination that the application is administratively complete. I understand that a staff recommendation for approval of an application is generally forthcoming only for submissions deemed administratively complete and for which all staff comments have been addressed. I further understand that if my application is not approved, new application fees will be required for reconsideration.

**I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS
HEREIN ON BEHALF OF THE OWNER.**

Signature: _____

Owner / Authorized Agent

Date: 8/7/2018

Printed Name: Rudy Barneis

Owner / Authorized Agent

Title: President

Company: RUDBAN CONSTRUCTION, INC.



TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 21, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Bordeaux Addition, 3 Lots, 4.91 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat dated April 25, 2018 as prepared by H.D. Fetty Land Surveyor, LLC and Grading and Culvert Plan dated September 20, 2018 as prepared by Eric L. Davis Engineering, Inc. and response comments dated September 20, 2018 as prepared by Bordeaux Company for the above referenced property. The property is located north of FM 2755 and south of Main St (Bus SH 78) and west of Gracy Rd. Our comments are as follows:

General

1. The Developer is working with BCSUD on water service. Once this has been determined, a plan sheet should be provided that shows the location of the proposed services, including construction method (bore or open cut), should be provided. A copy of the approval from BCSUD will be required.

Grading Plan (Sheet 03)

2. The Engineer has verified that the location of the 2' pilot channel within the ditch allows for sufficient grading within the Right-of-Way easement to allow for future maintenance activities.

Drainage Area Maps (Sheet 04, 05 & 06)

3. The Engineer has provided calculations and updated areas as requested.
4. The proposed development of Lots 2 & 3 will increase the discharge to the existing drainage ditch and culverts under FM 2755 by approximately 1.75 cfs. This represents an increase of less than 1%, which can be considered negligible. Based upon the capacity of the existing culverts and the small increase, detention of this increase is not necessary.

This concludes our review of the above referenced Final Plat and Grading and Culvert Plans. We recommend approval of the Final Plat and Grading and Culvert Plans. Issuance of building

Ms. Kim Dobbs
Bordeaux Addition, Final Plat
September 21, 2018
Page 2 of 2

permits will be contingent upon finalization of water service to the lots and submission of the water plan to the City.

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

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

Sincerely,
FREEMAN-MILLICAN, INC.

A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Cc: Sonny Mancias, Mike Jones, Jon Scott, Rudy Bañuelos

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Bordeaux Company

Custom Homes and Remodeling

September 20, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

RE: Bordeaux Addition, 3 Lots, 4.91 Acres Final Plat

Dear Ms. Dobbs,

Please find our responses in blue font as noted from the comments received from Mark Hill on September 19, 2018:

General

1. The property is being platted into 3 residential lots. One lot has an existing residence and no improvements for that area are shown.
2. The property is zoned Single Family – 2 (SF-2) per the Zoning Ordinance 2018-03-02.
3. The Grading and Culvert Plans cover Lots 2 and 3. Lot 1 has an existing structure and no improvements are proposed for Lot 1.
4. Wastewater treatment will be provided by OSSF. This will require Collin County Department of Health approval. The general location has been provided.
5. Water service is assumed to be provide by an existing 6" waterline on the east side of Gracy Road. The location of the proposed services, including construction method, should be provided. Approval from BCSUD will be

2707 Whispering Oaks, Rockwall, TX 75087
Office# 469-338-0343 - Fax# 469-338-0344 - Mobile# 214-498-9664
Email: info@bordeauxcompany.com

required.

A. Process of obtaining.

6. Note 3 references the NCTCOG specifications. All work shall conform to City of Lavon standards.

A. Changed Note

Final Plat (Sheet 02)

7. A "Turn around easement" is being provided near the southeast corner of lot 3. It is assumed this is for emergency vehicles. Per Fire Code, the depth from the road centerline should be a minimum of 70 ft. The current easement extends only 60'.
A. Corrected: Measuring from the East side of Gracy Road, it is 70'. Confirmed with the City of Lavon's Engineer Mark Hill by way of telephone conversation.
8. A 25' Road Easement is being provided along Gracy Road. Typically, this would be a 30' ROW easement (60' total ROW). However, since this street has been closed to through traffic, the Developer has requested a 25' easement instead of the 30'. We do not have an issue with the 25' ROW easement.
9. A drainage easement be provided along the existing drainage way to allow for maintenance. The dimensions of the easement relative to the property line should be shown.
A. Corrected see plat
10. We recommend an approximate 20' Right-of-Way dedication be provided at the intersection of Gracy Road and SH 8 (Bus) to clear existing utility poles and provide for additional clearance beyond the edge of the existing pavement.
A. Corrected see plat
11. Note 7 references Lot 5. It does not appear this note is applicable.
A. Corrected see plat
12. The Surveyor should verify the need for a signature by the Collin County Health Department on this Preliminary Plat.
A. Corrected see plat

Grading Plan (Sheet 03)

[Type text]

13. The Engineer should verify that the location of the 2' pilot channel within the ditch allows for sufficient grading within the Right-of-Way easement to allow for future maintenance activities,
A. Verified

Offsite Drainage Area Map (Sheet 04)

14. The Engineer should provide calculations to verify the "Tc" value.
A. Calculations provided
15. The Engineer should site the source for the "I" value.
A: Rainfall intensity source provided under all drainage tables.

Existing Drainage Are Map (Sheet 05)

16. The Engineer should site the source for the "I" value.
A: Rainfall intensity source provided under all drainage tables.
17. The Bordeaux Addition comprise 3 lots total. Lot 1 should be included in the drainage calculations even though no improvements are proposed.
A: Lot 1 added to drainage calculations.

Proposed Drainage Area Map (Sheet 06)

18. The title for the calculations should be "post-development" and the flow be "proposed".
A: Text corrected.
19. The Bordeaux Addition comprise 3 lots total. Lot 1 should be included in the drainage calculations even though no improvements are proposed.
A: Lot 1 added to drainage calculations.

Culvert Plan (Sheet 07)

20. We recommend that the typical ditch cross-section detail include the relative right-of-way and pavement edge location.
A: Typical road easement and pavement edge location added to ditch cross-section.

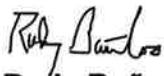
[Type text]

Erosion Control Plan (Sheet 08)

21. Erosion control required at turnaround area.
A: Silt fence added to turnaround area.

If there are any questions or anything additionally needed, please contact me at 214-498-9664.

Sincerely,



Rudy Bañuelos
President, Bordeaux Company

[Type text]

TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 19, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Bordeaux Addition, 3 Lots, 4.91 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat dated April 25, 2018 as prepared by H.D. Fetty Land Surveyor, LLC and Grading and Culvert Plan dated September 17, 2018 as prepared by Eric L. Davis Engineering, Inc. for the above referenced property. The property is located north of FM 2755 and south of Main St (Bus SH 78) and west of Gracy Rd. Our comments are as follows:

General

1. The property is being platted into 3 residential lots. One lot has an existing residence and no improvements for that area are shown.
2. The property is zoned Single Family – 2 (SF-2) per the Zoning Ordinance 2018-03-02.
3. The Grading and Culvert Plans cover Lots 2 and 3. Lot 1 has an existing structure and no improvements are proposed for Lot 1.
4. Wastewater treatment will be provided by OSSF. This will require Collin County Department of Health approval. The general location has been provided.
5. Water service is assumed to be provided by an existing 6" waterline on the east side of Gracy Road. The location of the proposed services, including construction method, should be provided. Approval from BCSUD will be required.

Cover Sheet (Sheet 01)

6. Note 3 references the NCTCOG specifications. All work shall conform to City of Lavon standards.

Final Plat (Sheet 02)

7. A "Turn around easement" is being provided near the southeast corner of lot 3. It is assumed this is for emergency vehicles. Per Fire Code, the depth from the road centerline should be a minimum of 70 ft. The current easement extends only 60'.

8. A 25' Road Easement is being provided along Gracy Road. Typically, this would be a 30' ROW easement (60' total ROW). However, since this street has been closed to through traffic, the Developer has requested a 25' easement instead of the 30'. We do not have an issue with the 25' ROW easement.
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10. We recommend an approximate 20' Right-of-Way dedication be provided at the intersection of Gracy Road and SH 8 (Bus) to clear existing utility poles and provide for additional clearance beyond the edge of the existing pavement.
11. Note 7 references Lot 5. It does not appear this note is applicable.
12. The Surveyor should verify the need for a signature by the Collin County Health Department on this Preliminary Plat.

Grading Plan (Sheet 03)

13. The Engineer should verify that the location of the 2' pilot channel within the ditch allows for sufficient grading within the Right-of-Way easement to allow for future maintenance activities,

Offsite Drainage Area Map (Sheet 04)

14. The Engineer should provide calculations to verify the "Tc" value.
15. The Engineer should site the source for the "I" value.

Existing Drainage Are Map (Sheet 05)

16. The Engineer should site the source for the "I" value.
17. The Bourdeaux Addition comprise 3 lots total. Lot 1 should be included in the drainage calculations even though no improvements are proposed.

Proposed Drainage Area Map (Sheet 06)

18. The title for the calculations should be "post-development" and the flow be "proposed".
19. The Bourdeaux Addition comprise 3 lots total. Lot 1 should be included in the drainage calculations even though no improvements are proposed.

Culvert Plan (Sheet 07)

20. We recommend that the typical ditch cross-section detail include the relative right-of-way and pavement edge location.

Erosion Control Plan (Sheet 08)

21. Erosion control required at turnaround area.

Ms. Kim Dobbs
Bordeaux Addition, Final Plat
September 19, 2018
Page 3 of 3

This concludes our review of the above referenced Final Plat and Grading and Culvert Plans. A copy of the plans, with markups, is attached for your convenience.

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

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

Sincerely,
FREEMAN-MILLICAN, INC.

A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Attachments

Cc: Sonny Mancias, Mike Jones, Jon Scott,

F:\17024 - LAV General Servies\9 - Review\Bordeaux Addition\Bordeaux Addition - Final Plat - Rev 1.docx



City of Lavon
Planning and Zoning Commission

P.O. Box 340 120 School Rd.
Lavon, TX 75166
(972) 843-4220
www.cityoflavon.com

October 3, 2018

Honorable Mayor and City Council
City of Lavon
P.O. Box 340
Lavon, TX 75166

RE: Commission Report: Bordeaux Addition

Dear Mayor Sanson and Members of the City Council,

At the September 25, 2018 Planning and Zoning Commission Meeting, the Planning and Zoning Commission considered and voted on the requests as shown below.

Discussion and action regarding preliminary plat of the Bordeaux Addition on 4.91 acres of land situated in the S.M. Ranier Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.

MOTION: RECOMMEND APPROVAL OF THE PRELIMINARY PLAT OF THE BORDEAUX ADDITION ON 4.91 ACRES OF LAND SITUATED IN THE S.M. RANIER SURVEY, ABSTRACT NO. 740, SHEET 2, TRACT 38, (CCAD PROPERTY ID 2769732), NORTH OF INTERSECTION OF LINCOLN AND FM 2755, CITY OF LAVON, COLLIN COUNTY, TEXAS.

MOTION MADE: COKER

SECONDED: ORMSBY

APPROVED: UNANIMOUS (Absent NABORS)

Discussion and action regarding the final plat of the Bordeaux Addition on 4.91 acres of land situated in the S. M. Ranier Survey, Abstract No. 740, Sheet 2, Tract 38, (CCAD Property ID 2769732), north of the intersection of Lincoln and FM 2755, City of Lavon, Collin County, Texas.

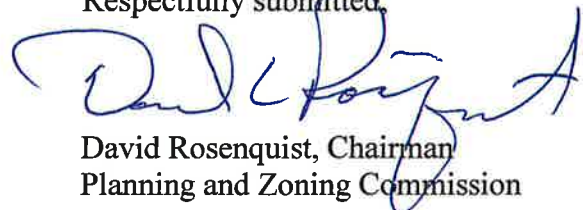
MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE BORDEAUX ADDITION ON 4.91 ACRES OF LAND SITUATED IN THE S. M. RANIER SURVEY, ABSTRACT NO. 740, SHEET 2 TRACT 38, (CCAD PROPERTY ID 27697325), NORTH OF THE INTERSECTION OF LINCOLN AND FM 2755, CITY OF LAVON, COLLIN COUNTY, TEXAS WITH RESTRICTION OF PRIVACY FENCES.

MOTION MADE: TIEGS

SECONDED: ORMSBY

APPROVED: UNANIMOUS (Absent NABORS)

Respectfully submitted,



David Rosenquist, Chairman
Planning and Zoning Commission



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-C

Item:

Public Hearing, discussion and action regarding the replat of Commercial Tract 2, located northeast of the intersection of SH 78 and Burnett on 0.889 acres into three (3) residential single-family lots, Grand Heritage Club Addition (CCAD Property ID 2612617) adjacent to and situated northeast of the intersection of Burnett Drive and SH 78, west of Lavonia Landing, Lavon, Collin County, TX

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request.

Application Information

Owner(s): Bloomfield Homes, LP

Applicant: Don Dykstra

Location: Adjacent to and northeast of the intersection of Burnett Drive and SH 78, west of Lavonia Landing.

Description: Grand Heritage Club, Commercial Tract 2, CCAD property ID 2612617
Collin County, Texas (0.889 acres)

Current Zoning: Planned Development - Single Family (PD-SF) Residential

Request: Consideration of a request to replat without vacating the preceding plat of Tract 2 to create three (3) single-family lots.

Request Details

In 2004, the subject property was zoned for commercial development as a part of the Grand Heritage Club Addition Planned Development, Ordinance No. **2004-09-05** and was platted as Grand Heritage Club Addition, Commercial Tract 2 in 2006.

On August 7, 2018, the City Council unanimously approved a zoning change to amend the Planned Development Zoning from PD-Commercial (PD-C) to PD-Single Family (PD-SF) to permit three single-family residential lots.

The property was previously platted in accordance with the PD-C zoning. The applicant is seeking to replat the property so that it will conform to the recently amended zoning.

The Texas Local Government Code provides for replatting without vacating the preceding plat, which includes a requirement for a public hearing.

Excerpts:

TEXAS LOCAL GOVERNMENT CODE

§ 212.014 REPLATTING WITHOUT VACATING PRECEDING PLAT

A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- (1) is signed and acknowledged by only the owners of the property being replatted;
- (2) is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the municipal authority responsible for approving plats; and
- (3) does not attempt to amend or remove any covenants or restrictions.

The proposed replat involves some adjustments to existing infrastructure and the installation of new infrastructure.

In accordance with state law, notice of the public hearing was published and twelve notices were mailed to the owners of property within 200 feet of the subject property. Two notices were returned in opposition to the proposed re-plat.

Staff Notes:

The proposed replat and associated construction plans were reviewed by the staff development review committee and the City's consulting engineer. The city engineer's comments have been satisfied and approval is recommended.

Planning and Zoning Commission Action

MOTION: APPROVE THE REPLAT OF COMMERCIAL TRACT 2, LOCATED NORTHEAST OF THE INTERSECTION OF SH 78 AND BURNETT ON 0.889 ACRES INTO THREE (3) RESIDENTIAL SINGLE-FAMILY LOTS, GRAND HERITAGE CLUB ADDITION (CCAD PROPERTY ID 2612617) ADJACENT TO AND SITUATED NORTHEAST OF THE INTERSECTION OF BURNETT DRIVE AND SH 78, WEST OF LAVONIA LANDING, LAVON, COLLIN COUNTY, TX.

MOTION MADE: COKER
SECONDED: TIEGS
APPROVED: UNANIMOUS (Absent NABORS)

- Attachments:**
1. Application
 2. Proposed Replat
 3. Location Exhibits
 4. Engineering Correspondence
 5. Planning and Zoning Commission Report
 6. Neighbor Notice

October 12, 2018



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.mcclelland@cityoflavon.org

PLAT APPLICATION

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

Company Making Submission		Property Owner	
Name: <u>Bloomfield Homes, LP</u>		Name: <u>Bloomfield Homes, L.P.</u>	
Address: <u>1050 East Highway 114 Suite 210</u>		Address: <u>1050 East Highway 114, Suite 210</u>	
City/State/Zip: <u>Southlake, Texas 76092</u>		City/State/Zip: <u>Southlake, Texas 76092</u>	
Phone #: <u>817-416-1572</u>	Fax #: <u>NA</u>	Phone #: <u>817-416-1572</u>	Fax #: <u>NA</u>
Authorized Person: <u>Mr. Don J. Dykstra</u>		Authorized Person: <u>Mr. Don J. Dykstra</u>	

Type of Submission	Check List of Items Submitted
☐ Preliminary Plat	☒ (two) full size sets of plats (24x36)
☐ Final Plat	☒ (two) full size construction sets (24x36)
☐ Re-Submittal	☒ (one) half size sets of plats (11x17)
☒ Construction Plans	☐ (ten) half size sets of plats with final submission (11x17)
☒ Other RE-PLAT	☒ (one) PDF plats (on separate CD's)
	☒ (one) PDF construction plans (can be included on plat CD)

Pricing	Total = \$325 + 3Lots x \$5/Lot + \$50 + \$500 = \$890.00
----------------	--

Preliminary Plat: C*D*	\$325.00 plus \$5.00 per lot (Plus engineer review costs)
Final Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)

C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.
D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation.
E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.

NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.

Authorized Representative (Printed Name) <u>Mr. Donald J. Dykstra</u>	Authorized Representative (Signature) 	Date: <u>09/03/2018</u>
--	---	----------------------------

To be completed by the City

In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
☐ Accepted	☐ Approved	☐ Approved	☐ Approved	☐ Approved	☐ Approved
☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected	☐ Rejected

Comments:



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

PLAT APPLICATION

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

APPLICANT STATEMENT (select one):

X I understand that the re-plat for **Grand Heritage Club Commercial Tract 2** will not be scheduled for consideration by the Planning & Zoning Commission until such time as all staff comments have been addressed. I hereby waive the requirement that the plat be acted on by the Planning and Zoning Commission and/or the City Council within 30 days under the provisions of the Texas Local Government Code, Section 212.009, and understand and agree that the plat will be considered when it is administratively complete which may be longer than 30 days after the plat is filed; or

_____ I hereby request that the plat for _____ be scheduled for consideration at the next Planning & Zoning Commission meeting, regardless of the review process and staff determination that the application is administratively complete. I understand that a staff recommendation for approval of an application is generally forthcoming only for submissions deemed administratively complete and for which all staff comments have been addressed. I further understand that if my application is not approved, new application fees will be required for reconsideration.

I AM AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.

Bloomfield Homes, L.P.
A Texas Limited Partnership
By: Bloomfield Properties, Inc.,
A Texas Corporation, It's General Partner

Signed: _____
Donald J. Dykstra
Donald J. Dykstra, President
Bloomfield Properties, Inc.
General Partner



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

PLAT APPLICATION

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

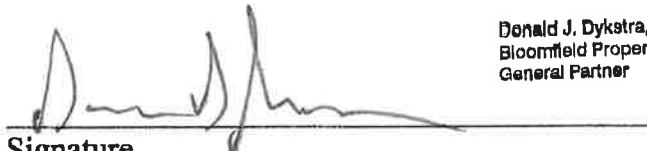
Declaration of Ownership

Date: 09/03/2018

To the City of Lavon
Collin County, Texas

This letter will serve as notice that **Bloomfield Homes, L.P.**, is the owner of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request relating to this property.

Bloomfield Homes, L.P.
By: Bloomfield Properties, Inc
A Texas Corporation, It's General Partner

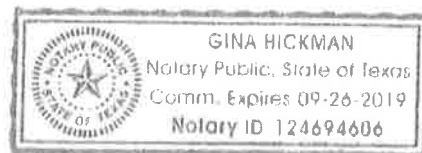

Signature

Donald J. Dykstra, President
Bloomfield Properties, Inc.
General Partner

The State of Texas
County of Tarrant

Before me, the undersigned authority, appeared Donald J. Dykstra, President of Bloomfield Properties, Inc on this the 16 day of September, 2018.





Notary Public in and for Tarrant County, Texas

The map displays a residential subdivision with the following streets and lot numbers:

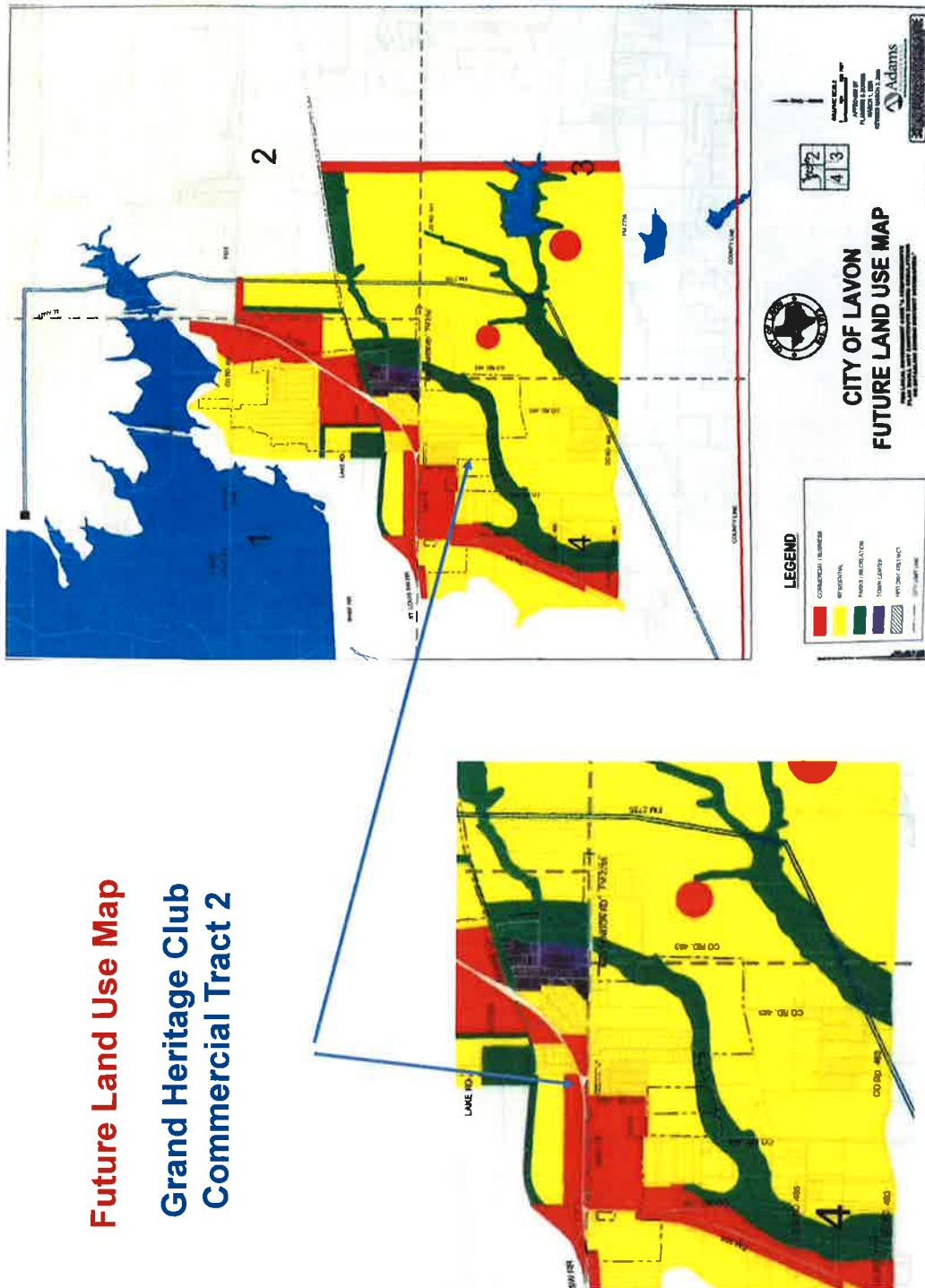
- San Jacinto:** 291, 275, 263, 245, 250, 268, 256, 240, 232, 226, 216, 204.
- Childress:** 310, 302, 691, 688, 682, 676, 670, 658, 652, 646, 634, 628, 610, 604.
- Bonham:** 689, 683, 677, 671, 665, 659, 653, 647, 641, 635, 629, 623, 617, 611, 602, 603.
- Burke:** 325, 315, 314, 289, 266, 254, 242, 229, 217, 214, 202.
- Morrow:** 318, 300, 288, 262, 238, 224, 212, 200, 168.
- Grand Heritage:** 708, 698, 686, 806, 726, 466, 654, 648, 642, 636, 630.
- Austin:** 705, 700, 690, 680, 670, 660, 650, 640, 630, 620, 610, 600.

A red rectangle highlights the lot at the intersection of Burke and Morrow, which is labeled **A0740** in red text.

Grand Heritage Club – Commercial Tr 2 Replat – Location Exhibit

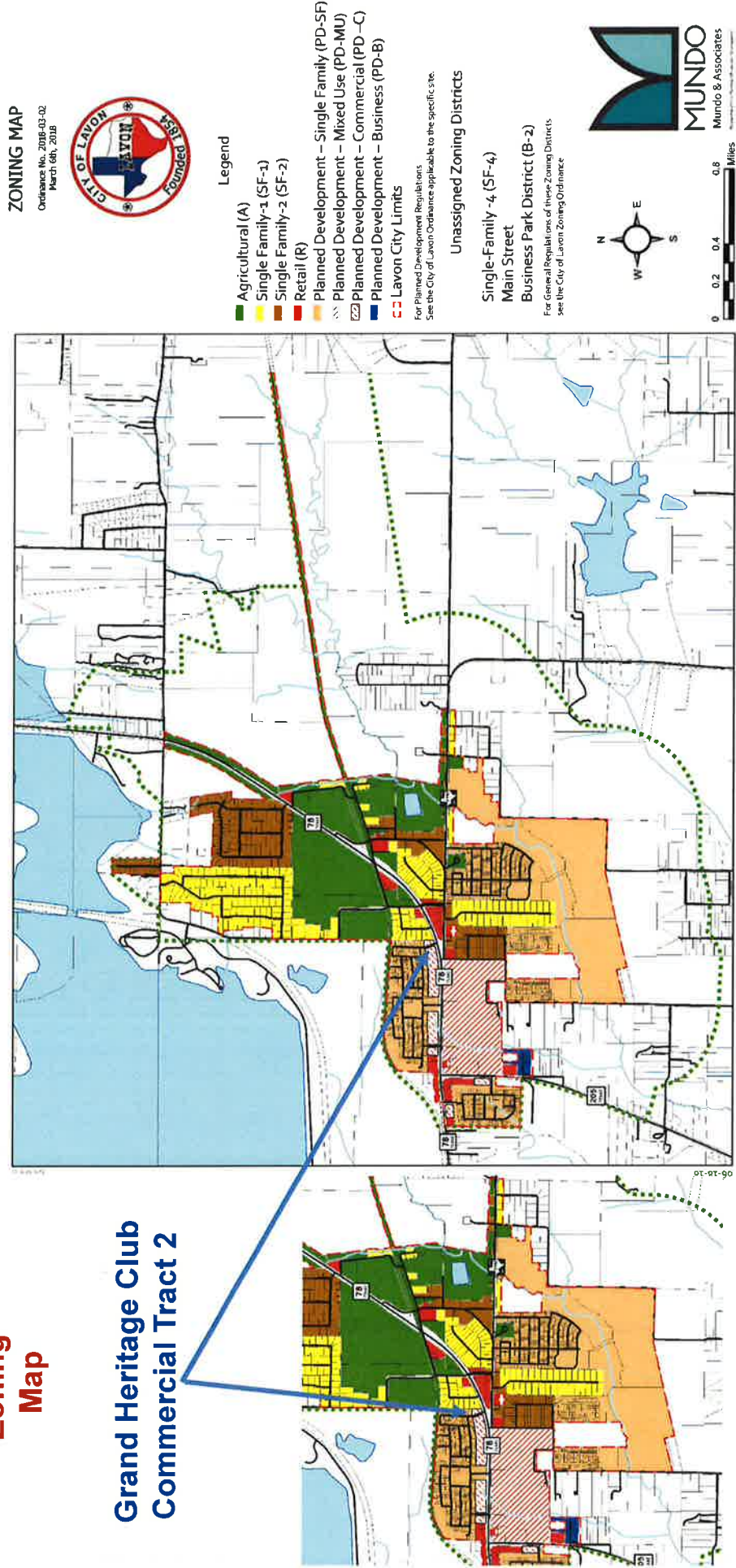


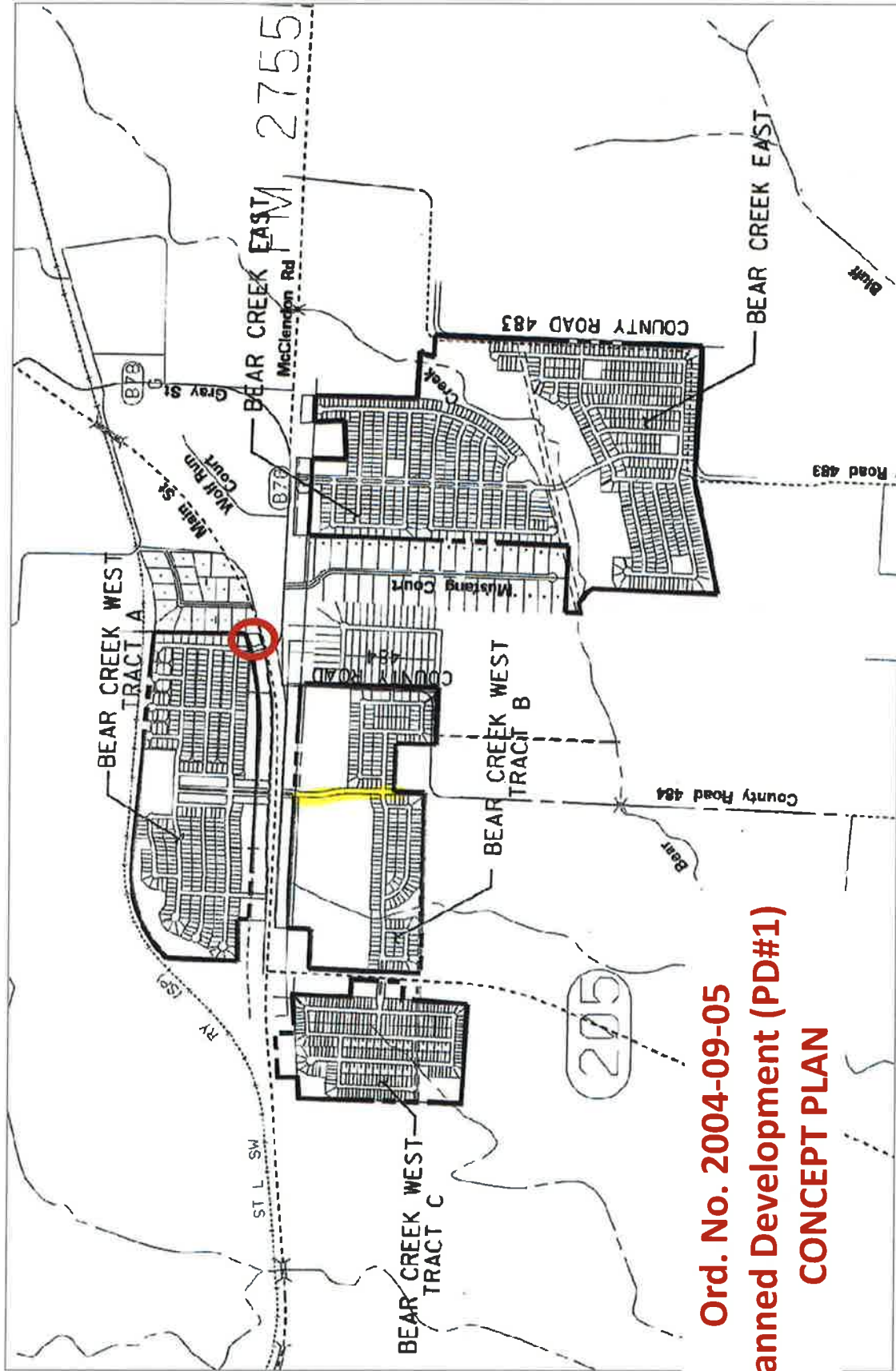
Future Land Use Map
Grand Heritage Club
Commercial Tract 2



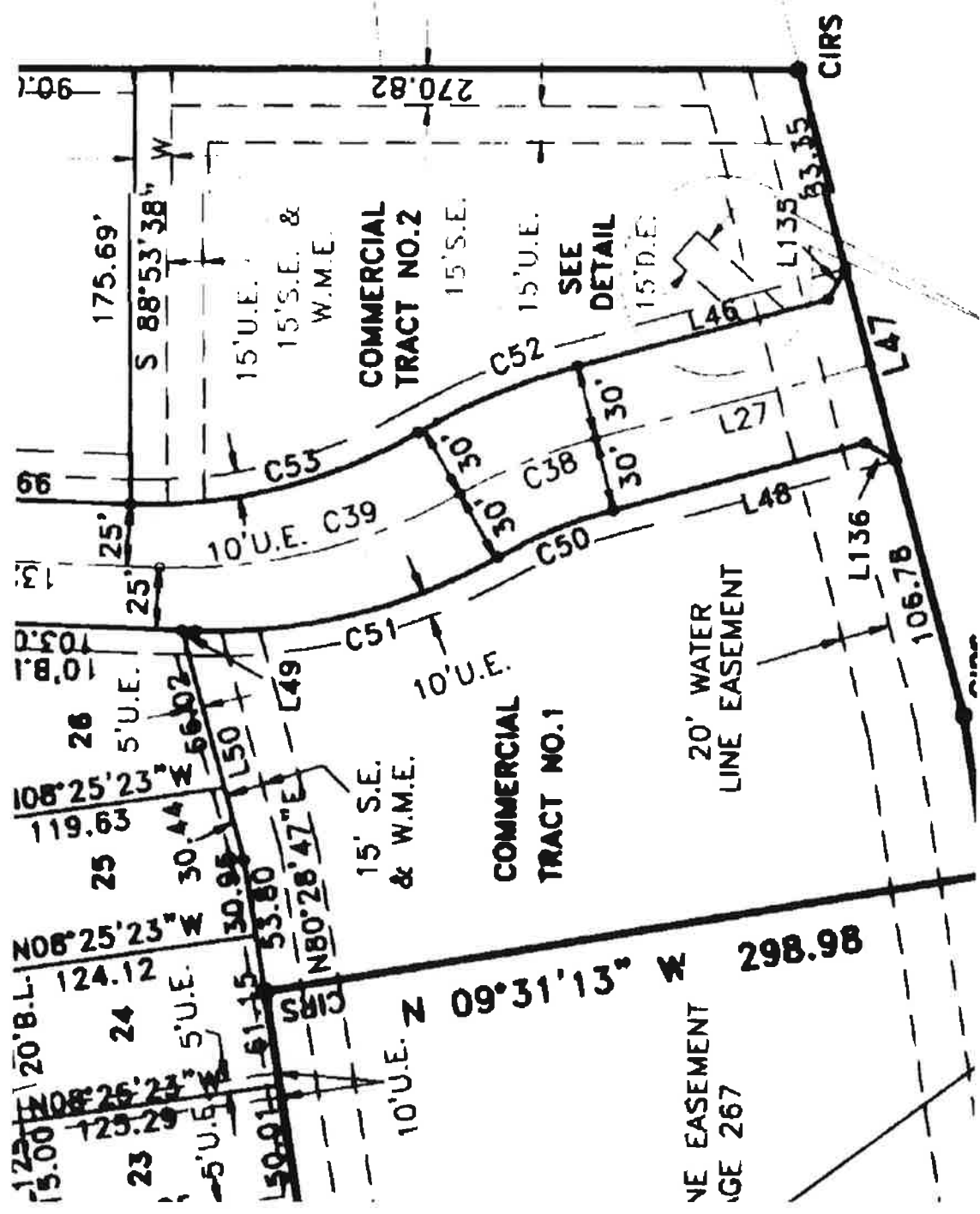
Zoning Map

Grand Heritage Club Commercial Tract 2





**Ord. No. 2004-09-05
Planned Development (PD#1)
CONCEPT PLAN**



TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 21, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Grand Heritage Club, Block O, Commercial Tract No. 2, 0.889 Acres
Replat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Replat dated September 19, 2018 and Engineering Plans dated September 19, 2018 as prepared by USA Professional Services Group, Inc. for the above referenced property. The property is located at the northeast corner of SH 78 and Burnett Drive.

All previous comments have been satisfactorily addressed.

The City should note that the existing sanitary sewer manhole lid is to be replaced with a locking lid.

This concludes our review of the above referenced Replat and Engineering Plans. **We recommend approval of the Replat and Engineering Plans.**

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

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

Sincerely,
FREEMAN-MILLICAN, INC.



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

Cc: Sonny Mancias, Mike Jones, Jon Scott, David M. Schnurbusch, P.E.

F:\17024 - LAV General Servies\9 - Review\Grand Heritage\Grand Heritage Club\Grand Heritage Club - Replat - Rev 1.docx



USA Professional Services Group, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS • CONSTRUCTION ADMINISTRATORS
Visit Our Web Page At usaengineers.com

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, Texas 75166

RE: Re-Plat of Grand Heritage Club – Lots 1, 2 & 3 – Block O
Submittal for Planning and Zoning Meeting

Ms. Hobbs: Please find the following submittal for the above referenced project:

1. Comment letter from Mr. Mark Hill, PE with USAI responses on each comment item in red. SH78 DA Map for use with Comment #20.
2. Twelve (12) full size copies of the Re-Plat for your use.
3. One electronic PDF set of the revised plans sent to FMI and to you.

Please let us know if you need anything further and we look forward to the September 25th, 2018 P&Z meeting.

Thank You.

David M. Schnurbusch, PE
President-CEO
214-882-3198

XC: Mike Gavin – Bloomfield Homes, LP
Jim Douglas – Douglas Properties, Inc



USA Professional Services Group, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS • CONSTRUCTION ADMINISTRATORS
Visit Our Web Page At usaengineers.com

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School road
Lavon, Texas 75166

RE: Re-plat of Grand Heritage Club – Lots 1, 2 and 3 – Block O

Ms. Hobbs: Please find herein our responses to review comments made by Mark Hill, PE of Freeman-Millican, Inc. on the above referenced project.

General

1. This property is identified as "Commercial Tract No. 2" of the Grand Heritage Club development and is part of Planned Development District No.1 ("West Commercial A") as defined in Ordinance No 2004-09-05. Therefore, this PD will govern design standards. **Agreed**
2. The property is being platted into 3 lots to be used as model homes. "Model Homes" is an allowable use for this commercial tract. **These three lots will ultimately be occupied single family Homes there the new PD approved.**

Cover Sheet (Sheet 1)

3. The Sheet Index references a Preliminary Plat, which is not applicable. **Removed**
4. Per the Sheet Index, the final plans will include plan sheets prepared by Carter & Burgess, for reference only. **These sheets have been added for reference.**

Replat (Sheet 2)

5. The Sanitary Sewer Easement should be identified as "S.S.E." per the Legend. This should be corrected. **This has been corrected to S.S.E. as requested.**

General Notes (Sheet 3)

6. This sheet includes BCSUD general notes and other general notes. The BCSUD General Notes should be reviewed by BCSUD. **Agreed. These are BCSUD latest notes as received from them. They have been provided plans for the review and approval of the Water System.**
7. General Note #1 should reference the City of Lavon Standards. **Agreed and revised.**

8. General Note #2 references "LSUD". This should be corrected. Agreed. This has been corrected to BCSUD.
9. Note #10 should include "No On-Street Parking is Allowed". The Contractor should install "No Parking" signs that conform to TMUTCD (e.g. R7-1, R7-202P, etc.). At a minimum, this no parking zone shall extend from SH 78 north until the right-of-way width transitions to 50'. This no parking zone includes both sides of the street, although the Contractor is only responsible for signage on the development side. Agreed. This note has been added in its entirety to the plans as requested.
10. Wastewater Construction General Note #3 should be changed to SDR-26. SDR-35 pipe is not allowed. Agreed. We have revised to SDR-26 as requested.
11. Wastewater Construction General Note #4 should be modified to reflect the required connection to an existing wastewater pipeline in rear of lot with a new wye in accordance with the City of Lavon Standard Construction Details. Agreed. Note #4 has been revised as requested.
12. SWPPP General Notes #1 and #2 appear to be for a linear type project. These should be modified for this specific type project. Agreed. These notes have been revised for this specific project.
13. Grading Notes #2 – straw bales are not allowed. Agreed. Straw bales have been removed from note.
14. Grading Note #7 – Plans should show location of all retaining walls. This should also include top and bottom wall elevations and setback distances. There are no retaining walls proposed on this project as submitted.

Water & Sanitary Sewer Plan (Sheet 4)

15. A note should be added that all utility crossings under existing pavement that are 2" and greater in diameter shall be installed by dry bore. Agreed. We have added note requiring Dry Bore. The services will be in a 2" conduit per BCSUD.
16. We recommend that the 5' WME be shown on the plan sheet. Agreed. We have added the 5' WME to the Plan sheet
17. The note regarding a locking type MH lid is not clear. This should be verified as to its applicability for this project. This was added based on the fact that said MH's are located in residential backyards.

Drainage Area Map & Storm Sewer Plan (Sheet 5)

18. Pre-development calculations have not been provided for review. We have added the Pre-development runoff computations based on this being approved for Commercial Uses for your review.

19. The private storm sewer cannot encroach the existing sanitary sewer easement. We have moved the private storm sewer to the edge of the public utility easement outside of the S.S.E.
20. The plan shows "positive overflow" into the SH 78 system. The Engineer shall quantify this overflow and verify the SH 78 system has capacity. This overflow has been quantified and the HWY 78 DA Map has been provided showing the areas draining to their existing RCB system which include grate inlets on top of said RCB's.
21. The Engineer should verify the presence of "positive overflow" at other grate inlets and any impact of cross fences. We have added a note on the Re-Plat stating that the proposed lot fences shall be installed as removable panels for access as well as the bottom of the fence shall be a minimum of 3" above the final ground grade to allow for positive overflow. There is an approx. 1% positive slope from inlet to inlet on the lot grading plan.
22. We recommend that the private storm sewer, Sta 0+00 to Sta 0+79.35 be placed within an easement since adjacent lots are utilizing this pipeline. We have added a 10 D.E. to the Re-plat in this area.

Lot Grading and Erosion Control Plan (Sheet 6)

23. Show all retaining walls, including elevations and dimensions. There are no retaining walls proposed.

Erosion Control Details (Sheet 7)

24. A note should be added that crushed concrete is not allowed on construction entrances. A note has been added stating no crushed concrete can be used on construction entrances.

Details (Sheets 8 – 13)

25. No comments.

TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 13, 2018

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Grand Heritage Club, Block O, Commercial Tract No. 2, 0.889 Acres
Replat

Dear Ms. Dobbs:

As requested, we have reviewed the Replat dated August 16, 2018 and Engineering Plans dated September 6, 2018 as prepared by USA Professional Services Group, Inc. for the above referenced property. The property is located at the northeast corner of SH 78 and Burnett Drive. Our comments are as follows:

General

1. This property is identified as "Commercial Tract No. 2" of the Grand Heritage Club development and is part of Planned Development District No.1 ("West Commercial A") as defined in Ordinance No 2004-09-05. Therefore, this PD will govern design standards.
2. The property is being platted into 3 lots to be used as model homes. "Model Homes" is an allowable use for this commercial tract.

Cover Sheet (Sheet 1)

3. The Sheet Index references a Preliminary Plat, which is not applicable.
4. Per the Sheet Index, the final plans will include plan sheets prepared by Carter & Burgess, for reference only.

Replat (Sheet 2)

5. The Sanitary Sewer Easement should be identified as "S.S.E." per the Legend. This should be corrected.

General Notes (Sheet 3)

6. This sheet includes BCSUD general notes and other general notes. The BCSUD General Notes should be reviewed by BCSUD.
7. General Note #1 should reference the City of Lavon Standards.
8. General Note #2 references "LSUD". This should be corrected.

9. Note #10 should include "No On-Street Parking is Allowed". The Contractor should install "No Parking" signs that conform to TMUTCD (e.g. R7-1, R7-202P, etc.). At a minimum, this no parking zone shall extend from SH 78 north until the right-of-way width transitions to 50'. This no parking zone includes both sides of the street, although the Contractor is only responsible for signage on the development side.
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12. SWPPP General Notes #1 and #2 appear to be for a linear type project. These should be modified for this specific type project.
13. Grading Notes #2 – straw bales are not allowed.
14. Grading Note #7 – Plans should show location of all retaining walls. This should also include top and bottom wall elevations and setback distances.

Water & Sanitary Sewer Plan (Sheet 4)

15. A note should be added that all utility crossings under existing pavement that are 2" and greater in diameter shall be installed by dry bore.
16. We recommend that the 5' WME be shown on the plan sheet.
17. The note regarding a locking type MH lid is not clear. This should be verified as to its applicability for this project.

Drainage Area Map & Storm Sewer Plan (Sheet 5)

18. Pre-development calculations have not been provided for review.
19. The private storm sewer cannot encroach the existing sanitary sewer easement.
20. The plan shows "positive overflow" into the SH 78 system. The Engineer shall quantify this overflow and verify the SH 78 system has capacity.
21. The Engineer should verify the presence of "positive overflow" at other grate inlets and any impact of cross fences.
22. We recommend that the private storm sewer, Sta 0+00 to Sta 0+79.35 be placed within an easement since adjacent lots are utilizing this pipeline.

Lot Grading and Erosion Control Plan (Sheet 6)

23. Show all retaining walls, including elevations and dimensions.

Erosion Control Details (Sheet 7)

24. A note should be added that crushed concrete is not allowed on construction entrances.

Details (Sheets 8 – 13)

25. No comments.

This concludes our review of the above referenced Replat and Engineering Plans. A copy of the applicable sheets with markups, is attached for your use.

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

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

Sincerely,
FREEMAN-MILLICAN, INC.

A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Cc: Sonny Mancias, Mike Jones, Jon Scott, David M. Schnurbusch, P.E.

F:\17024 - LAV General Servies\9 - Review\Grand Heritage\Grand Heritage Club\Grand Heritage Club - Replat - Rev 0.docx



City of Lavon
Planning and Zoning Commission

P.O. Box 340 120 School Rd.
Lavon, TX 75166
(972) 843-4220
www.cityoflavon.com

October 3, 2018

Honorable Mayor and City Council
City of Lavon
P.O. Box 340
Lavon, TX 75166

RE: Commission Report: Grand Heritage Com Tr 2, Replat

Dear Mayor Sanson and Members of the City Council,

At the September 25, 2018 Planning and Zoning Commission Meeting, the Planning and Zoning Commission conducted a public hearing, considered and voted on the request as shown below.

Public Hearing, discussion and action regarding the replat of Commercial Tract 2, located northeast of the intersection of SH 78 and Burnett on 0.889 acres into three (3) residential single-family lots, Grand Heritage Club Addition (CCAD Property ID 2612617) adjacent to and situated northeast of the intersection of Burnett Drive and SH 78, west of Lavonia Landing, Lavon, Collin County, TX.

- 1) Presentation of request.**
- 2) PUBLIC HEARING to receive comments regarding the request.**
- 3) Discussion and action regarding the request.**

MOTION: APPROVE THE REPLAT OF COMMERCIAL TRACT 2, LOCATED NORTHEAST OF THE INTERSECTION OF SH 78 AND BURNETT ON 0.889 ACRES INTO THREE (3) RESIDENTIAL SINGLE-FAMILY LOTS, GRAND HERITAGE CLUB ADDITION (CCAD PROPERTY ID 2612617) ADJACENT TO AND SITUATED NORTHEAST OF THE INTERSECTION OF BURNETT DRIVE AND SH 78, WEST OF LAVONIA LANDING, LAVON, COLLIN COUNTY, TX.

MOTION MADE: COKER

SECONDED: TIEGS

APPROVED: UNANIMOUS (Absent NABORS)

Respectfully submitted,

David Rosenquist, Chairman
Planning and Zoning Commission

Neighbor Notices - Sept 2018
Grand Heritage Club - Commercial Tract 2 Application

Name	number	street	city	st	zip	Legal
World Land Developers LP	2101	Cedar Springs Rd Ste 600	Dallas	TX	75201-159	GRAND HERITAGE CLUB (CLA), LOT 1
Carlos Araracap	504	Austin Ln	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK J, LOT 24
Dario Ivankovic	502	Austin Ln	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK J, LOT 25
Leon Chatman Jr.	500	Austin Ln	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK J, LOT 26
Jessica & Jordan Williams	205	Burnett Dr.	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK M, LOT 22
Sergion Salazar	212	Burnett Dr.	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK N, LOT 3
Erick Darrenkamp	200	Burnett Dr.	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK N, LOT 2
Luliane Omgba	168	Burnett Dr.	Lavon	TX	75166	GRAND HERITAGE CLUB (CLA), BLK N, LOT 1
Jeffrey Wilburn	105	Morrow Ln	Lavon	TX	75166	LAVONIA LANDING (CLA), BLK A, LOT 3
Bobby & Sheila Trout	103	Morrow Ln	Lavon	TX	75166	LAVONIA LANDING (CLA), BLK A, LOT 2
Larry Dale & Lana Hawkins	101	Morrow Ln	Lavon	TX	75166	LAVONIA LANDING (CLA), BLK A, LOT 1
E & W Enterprise LLC	2675	Orchid Dr	Richardson	TX	75082-424	Lavon Business Park, Blk A, Lot 1



**CITY OF LAVON, TEXAS
NOTICE OF PUBLIC HEARINGS BEFORE THE
PLANNING AND ZONING COMMISSION
AND THE CITY COUNCIL**

Notice is hereby given that the **Planning and Zoning Commission** of the City of Lavon, Texas will hold a public hearing at a meeting that begins at 7:00 p.m. on Tuesday, **September 25, 2018** at Lavon City Hall, 120 School Rd., Lavon, Texas.

Further notice is given that, a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting that begins at 7:00 pm on Tuesday, **October 16, 2018** at Lavon City Hall.

REQUEST: At such times and place, the Commission and the Council will hear and take action on the application of Bloomfield Homes, LP to replat Commercial Tract 2 into 3 single-family lots in accordance with the approved zoning concept plan.

PROPERTY DESCRIPTION: 0.889 acres, Commercial Tract 2, Grand Heritage Club Addition
Lavon, Collin County, Texas
CCAD property ID 2612617
Adjacent to and situated northeast of the intersection of Burnett
Drive and SH 78, west of Lavonia Landing

Information regarding the request may be obtained at cityhall@cityoflavon.org or at 972-843-4220. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

Optional: The following may be filled out and returned to Lavon City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☐ I am opposed to the request.

Reasons: (attach separate sheet(s) as needed)

Signature: _____

Name (printed): _____

Address: _____

Phone/Email Address (optional): _____

You may return this form to:

City of Lavon
P.O. Box 340
Lavon, Texas 75166
email CityHall@cityoflavon.org

Thank you,
City of Lavon, Texas



**CITY OF LAVON, TEXAS
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Reasons: (attach separate sheet(s) as needed)

See Attached

Signature: _____

Name (printed): _____

Address: _____

Phone/Email Address (optional): _____

You may return this form to:

**City of Lavon
P.O. Box 340
Lavon, Texas 75166
email CityHall@cityoflavon.org**

Thank you,
City of Lavon, Texas
RECEIVED

SEP 25 2018

I live at 101 Morrow Lane. The property you want to build on is directly behind mine.

Why would you want that property to go from commercial to residential (when commercial is worth more to the city)?

There are 2 homes (100 & 101 Morrow Lane) that are on Hwy 78 that are surrounded by commercial property, so why build more homes when these properties will eventually go commercial and the homes will be torn down.

When it rains, there is a water problem at the back of our property & the property you are wanting to build houses on.

On the property behind us, there is an 8' wide strip the length of the property where water stands after rains. If you let those houses be built, they will have problems with water standing every time it rains. At the front of that property toward Hwy 78 there is a 10' x 10' concrete pad for draining water. How are you going to put 3 houses on that property?

I am very concerned the 3 houses that they will build will push all the water problem onto my property.

When it rains we have a big water run off problem at the back

of our property and the property
you are wanting to build on. By
the time the water comes from the
railroad track down to Hwy 78,
there is about a 12' wide span
standing at the back of our property
and the property behind us.

Garry + Lana Hawkins



**CITY OF LAVON, TEXAS
NOTICE OF PUBLIC HEARINGS BEFORE THE
PLANNING AND ZONING COMMISSION
AND THE CITY COUNCIL**

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Optional: The following may be filled out and returned to Lavon City Hall before the hearing date.

Check one: ☐ I am in favor of the request.

☒ I am opposed to the request.

Reasons: (attach separate sheet(s) as needed)

same as before. Build the models where you
are building the homes.

Signature: _____

Name (printed): _____

Address: 500 Austin Ln, Lavon TX 75166

Phone/Email Address (optional): _____

You may return this form to:

City of Lavon
P.O. Box 340
Lavon, Texas 75166
email CityHall@cityoflavon.org

RECEIVED

OCT 08 2018

CITY OF LAVON

Thank you,
City of Lavon, Texas



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-D

Item:

Discussion and action regarding Resolution No. **2018-10-02** approving the 2018 Annual Service Plan Updates for the Heritage Public Improvement District #1 (Residential).

Background:

The Heritage Public Improvement District No. 1 (Residential) was created in 2004 to finance public improvements for the benefit of the property within the district. At that time, a Service and Assessment Plan was prepared to identify the public improvements, the costs of such improvements, the indebtedness to be incurred for the improvements and the manner of assessing the property within the district for the cost of the improvements. The Service and Assessment Plan is required to be reviewed and updated annually. The proposed Service Plan represents the 2018 update to the Service and Assessment Plan and also explains the update of the Assessment Roll.

A representative of MuniCap, Inc. will be in attendance at the City Council meeting to answer questions regarding the Annual Service and Assessment Plan.

Attachments: Resolution
 Proposed Annual Service Plan

October 12, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-10-02

Heritage PID District No. 1 (Residential) – Annual Service Plan

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING THE 2018 ANNUAL SERVICE PLAN INCLUDING THE COLLECTION OF THE 2018-19 ANNUAL INSTALLMENTS FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL); 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 approve the 2018 Annual Service Plan including the collection of the 2018-19 Annual Installments for the Heritage Public Improvement District No. 1 (Residential), 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 16th day of October, 2018.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-10-02

EXHIBIT A

Heritage Public Improvement District No. 1 (Residential)

Lavon, Texas

Annual Service Plan

**HERITAGE
PUBLIC IMPROVEMENT DISTRICT NO. 1
(RESIDENTIAL)
CITY OF LAVON, TEXAS**

**ANNUAL SERVICE PLAN UPDATE
2018-19**

OCTOBER 16, 2018

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

**HERITAGE
PUBLIC IMPROVEMENT DISTRICT NO. 1
(RESIDENTIAL)**

ANNUAL SERVICE PLAN UPDATE – 2018-19

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A. INTRODUCTION

The Heritage Public Improvement District No. 1 (Residential) (“PID No. 1”) was created pursuant to Resolution No. 2004-10-01 to finance public improvements for the benefit of the property in PID No. 1. The City had issued a temporary note (the “Temporary Note”) to World Land Developers, LP (the “Developer”) to evidence the City’s obligation to repay costs of the public improvements provided for the benefit of PID No. 1. The City of Lavon, Texas Special Assessment Revenue Bonds, Series 2013 (Heritage Public Improvement District No. 1 - Residential) (the “Series 2013 Bonds”) in the aggregate principal amount of \$8,065,000, were issued to repay a portion of the Temporary Note in the aggregate amount of \$8,085,489.19, representing the amount of outstanding Assessments on platted Lots in the Platted Improvement Area of PID No. 1 at the time the Series 2013 Bonds were issued.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Public Improvements”) to be provided by the PID, the costs of the Public Improvements, the indebtedness to be incurred for the Public Improvements, and the manner of assessing the property in the PID for the costs of the Public Improvements. The Service and Assessment Plan is to be reviewed and updated annually. This document is a two-part update of the Service and Assessment Plan for 2018-19.

The City had an assessment roll (the “Assessment Roll”) prepared identifying the Assessments on each Parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll for 2018-19.

Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan.

(the remainder of this page is intentionally left blank)

B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE AUTHORIZED IMPROVEMENTS

The current total estimated costs of the Public Improvements are equal to \$23,373,376, which is a reduction from the budget estimate included in the Service and Assessment Plan of \$24,714,395. The budget includes “General Benefit Improvements” and “Specific Benefit Improvements” (both as defined in the Service and Assessment Plan). General Benefit Improvements are improvements that provide a benefit to all of the property in PID No. 1. Specific Benefit Improvements are improvements that primarily benefit an area of PID No. 1 improved with those improvements.

As shown on Table B-1 below, PID No. 1 is expected to incur indebtedness in the amount of \$16,347,600 in the form of the Temporary Note for these costs, which is to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Public Improvements in the estimated amount of \$7,025,776.

Table B-1
Sources and Uses of Funds – Public Improvements

Sources of Funds	Total
PID No. 1 (Temporary Note) ¹	\$16,347,600
Developer	\$7,025,776
Total Sources	\$23,373,376
Uses of Funds	
Improvement Project:	
General Benefit Improvements	\$5,376,411
Specific Benefit Improvements	\$17,996,965
Total Uses	\$23,373,376

1 – A portion of the Temporary Note in the total amount of \$8,085,489.19 was repaid with proceeds of the Series 2013 Bonds in the original par amount of \$8,065,000.

A service plan must cover a period of five years. The anticipated budget for the Public Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B-2 on the following page.

Table B-2
PID Sources and Uses of Funds
2006 – 2023

Sources of Funds	2006-2017	2018-2023	Total
PID No. 1 (Temporary Note) ¹	\$8,470,342	\$7,877,258	\$16,347,600
Developer	\$5,637,249	\$1,388,527	\$7,025,776
Total Sources	\$14,107,591	\$9,265,785	\$23,373,376
Uses of Funds			
Temporary Note:			
General Benefit Improvements	\$4,793,521		\$4,793,521
Specific Benefit Improvements:			\$0
Platted Improvement Areas	\$3,676,821		\$3,676,821
Future phases		\$7,877,258	\$7,877,258
<i>Sub-total Specific Benefit Improvements</i>	<i>\$3,676,821</i>	<i>\$7,877,258</i>	<i>\$11,554,079</i>
<i>Sub-total Temporary Note</i>	<i>\$8,470,342</i>	<i>\$7,877,258</i>	<i>\$16,347,600</i>
Developer	\$5,637,249	\$9,265,785	\$23,373,376
PID No. 1 Uses of Funds	\$14,107,591	\$9,265,785	\$23,373,376

1 – A portion of the Temporary Note in the total amount of \$8,085,489.19 was repaid with proceeds of the Series 2013 Bonds in the original par amount of \$8,065,000.

II. DEBT SERVICE AND COLLECTION COSTS

The Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty equal annual installments of principal and interest beginning with the “Trigger Date” for such Parcel.

The Trigger Date on each Parcel in the Platted Improvement Areas was deemed to have occurred as of the date of the adoption of the Service and Assessment Plan. Pursuant to the Service and Assessment Plan, the Assessment on each Parcel in the Platted Improvement Areas was payable beginning January 1, 2007 with interest at the rate of 6.25% per annum from such date. The applicable effective interest rate following the issuance of the Series 2013 Bonds is 5.01% for Lots in the Platted Improvement Area, which will be used to calculate interest on the outstanding Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City for 2018 and will be delinquent on February 1, 2019.

The Assessment on each “Unplatted Parcel” shall be payable upon the occurrence of the Trigger Date for such Assessment or Portion. The Trigger Date for an “Unplatted Parcel” is the earlier of (i) the date of issuance of bonds secured by Assessments on such parcel or (ii) the date of recording of the final subdivision plat for the Parcel in the real property records of Collin County, Texas. Neither of

these conditions has been met for the Unplatted Parcels; accordingly, no Assessments or Annual Installments are due at this time on the Unplatted Parcels.

As shown in Table B-3 below, the Assessments on the Parcels in the Platted Improvement Area are equal to the following amounts as recalculated based on Assessment amortization schedules for each Land Use Class.

Table B-3
Platted Improvement Area
Outstanding Assessments

	Lots Platted in 2006	Lots Platted in 2008	Total - Lots Platted Prior to 2016	Lots Platted in 2016	Lots Platted in 2017
General Benefit portion of the Assessments	\$1,922,626.99	\$882,493.53	\$2,805,120.52	\$361,028.06	\$378,046.57
Specific Benefit portion of the Assessments	\$2,947,428.06	\$1,352,881.35	\$4,300,309.42	\$553,463.69	\$579,553.43
Total Assessments	\$4,870,055.05	\$2,235,374.88	\$7,105,429.93	\$914,491.75	\$957,600.00

As explained in Table B-3 above, since the Trigger Date has not occurred for the Unplatted Parcels, the only Assessments payable for 2018-19 are the Assessments on the Parcels in the Platted Improvement Area. The Assessments for the Lots platted in 2016 are included in the second part of this report. The Assessments for the Lots platted in 2017 are included in the third part of this report.

Part 1 – Annual Budget for the Repayment of Indebtedness – Lots Platted Prior to 2016

Debt service is to be paid on the Series 2013 Bonds from the collection of the Annual Installments. The effective interest rate to be used for payment of debt service on the Series 2013 Bonds is 5.01% (5.008686% as rounded). In addition, “Collection Costs” are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for PID No. 1 to be paid from the collection of Annual Installments for 2018-19 is shown by Table B-4 on the following page.

Table B-4
Budget for the Annual Installments – Lots Platted Prior to 2016
to be Collected for 2018-19

	Lots Platted in 2006	Lots Platted in 2008	Total – Lots Platted Prior to 2016
General Benefit Portion			
Interest	\$96,298.34	\$44,201.33	\$140,499.67
Principal	\$62,902.07	\$24,682.36	\$87,584.44
<i>Sub-total General Benefit Portion</i>	<i>\$159,200.42</i>	<i>\$68,883.69</i>	<i>\$228,084.11</i>
Specific Benefit Portion			
Interest	\$147,627.41	\$67,761.58	\$215,388.99
Principal	\$96,430.22	\$37,838.59	\$134,268.80
<i>Sub-total Specific Benefit Portion</i>	<i>\$244,057.63</i>	<i>\$105,600.16</i>	<i>\$349,657.79</i>
Collection Costs	\$14,704.00	\$6,440.00	\$21,144
Annual Installment to be collected for 2018-19	\$173,904.42	\$75,323.69	\$598,885.90

As shown in Table B-3 on the prior page, the outstanding General Benefit Portion of Assessments due from the Lots platted in 2006 is equal to \$1,922,626.99 and the applicable interest rate is 5.01%. As a result, the interest due on the General Benefit Portion of Assessments on the Lots platted in 2006 is equal to \$96,298.34 ($\$1,922,626.99 \times 5.01\% = \$96,298.34$). As shown in Table B-3 on the prior page, the outstanding General Benefit Portion of Assessments due from the Lots platted in 2008 is equal to \$882,493.53 and the applicable interest rate is 5.01%. As a result, the interest due on the General Benefit Portion of Assessments on the Lots Platted in 2008 is equal to \$44,201.33 ($\$882,493.53 \times 5.01\% = \$44,201.33$). As shown in the amortization schedules of Assessments (as revised up on issuance of the Series 2013 Bonds), the total principal amounts of the General Benefit Portion of Assessments due in 2019 are \$62,902.07 and \$24,682.36 for the Lots platted in 2006 and 2008, respectively. Accordingly, the total debt service amount due applicable to the General Benefit Portion of Assessments is equal to \$228,084.11 ($\$96,298.34 + \$44,201.33 + \$62,902.07 + \$24,682.36 = \$228,084.11$).

As shown in Table B-3 on the prior page, the outstanding Specific Benefit Portion of Assessments due from the Lots platted in 2006 is equal to \$2,947,428.06 and the applicable interest rate is 5.01%. As a result, the interest due on the Specific Benefit Portion of Assessments on the Lots platted in 2006 is equal to \$147,627.41 ($\$2,947,428.06 \times 5.01\% = \$147,627.41$). As shown in Table B-3 on the prior page, the outstanding Specific Benefit Portion of Assessments due from the Lots platted in 2008 is equal to \$1,352,881.35 and the applicable interest rate is 5.01%. As a result, the interest due on the Specific Benefit Portion of Assessments on the Lots platted in 2008 is equal to \$67,761.58 ($\$1,352,881.35 \times 5.01\% = \$67,761.58$). As shown in the amortization schedules of Assessments (as revised up on issuance of the Series 2013 Bonds), the total principal amounts of the Specific Benefit Portion of Assessments due in 2018 are \$96,430.22 and \$37,838.59 for the Lots platted in 2006 and 2008, respectively. Accordingly, the total debt service amount due applicable to the Specific Benefit

Portion of Assessments is equal to \$349,657.79 (\$147,627.41 + \$67,761.58 + \$96,430.22 + \$37,838.59 = \$349,657.79).

The Collection Costs to be collected from the Lots platted in 2006 and 2008 are equal to \$14,704.00 and 6,440.00, respectively, totaling \$21,144.00.

As shown in Table B-5 below, the Annual Installment per Lot to be collected from each Land Use Class were revised up on issuance of the Series 2013 Bonds.

**Table B-5
Annual Installment per Lot
Lots Platted Prior to 2016**

	Prior to issuance of the Series 2013 Bonds	After issuance of the Series 2013 Bonds	Net decrease after issuance of the Series 2013 Bonds
Lots Platted in 2006			
Land Use Class 1	\$690.00	\$675.89	\$14.11
Land Use Class 2	\$828.00	\$810.27	\$17.73
Land Use Class 3	\$0.00	\$0.00	\$0.00
Lots Platted in 2008			
Land Use Class 1	\$690.00	\$663.13	\$26.87
Land Use Class 2	\$828.00	\$794.96	\$33.04
Land Use Class 3	\$414.00	\$397.48	\$16.52

Part 2 - Annual Budget for the Repayment of Indebtedness – Lots Platted in 2016

Debt service is to be paid on the 97 Lots platted in 2016 from the collection of the Annual Installments. The effective interest rate to be used for payment of debt service on the Temporary Note applicable for Assessments to be collected from the 97 Lots platted in September 2016 is 6.25%. In addition, “Collection Costs” are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for PID No. 1 to be paid from the collection of Annual Installments from the Lots platted in 2016 for 2018-19 is shown by Table B-6 on the following page.

Table B-6
Budget for the Annual Installments – Lots Platted in 2016
to be Collected for 2018-19

	Lots Platted in 2016
General Benefit Portion	
Interest	\$22,564.25
Principal	\$2,939.68
<i>Sub-total General Benefit Portion</i>	<i>\$25,503.93</i>
Specific Benefit Portion	
Interest	\$34,591.48
Principal	\$4,506.59
<i>Sub-total Specific Benefit Portion</i>	<i>\$39,098.07</i>
Collection Costs	\$2,328.00
Annual Installment to be collected for 2018-19	\$66,930.00

As shown in Table B-3 on page four of this report, the outstanding General Benefit Portion of Assessments due from the Lots platted in 2016 is equal to \$361,028.06 and the applicable interest rate is 6.25%. As a result, the interest due on the General Benefit Portion of Assessments on the new Lots platted in 2016 is equal to \$22,564.25 ($\$361,028.06 \times 6.25\% = \$22,564.25$). The total principal amount of the General Benefit Portion of Assessments due in 2019 is \$2,939.68 for the Lots platted in 2016. Accordingly, the total debt service amount due from the Lots platted in 2016 applicable to the General Benefit Portion of Assessments is equal to \$25,503.93 ($\$22,564.25 + \$2,939.68 = \$25,503.93$).

As shown in Table B-3 on page four of this report, the outstanding Specific Benefit Portion of Assessments due from the Lots platted in 2016 is equal to \$553,463.69 and the applicable interest rate is 6.25%. As a result, the interest due on the Specific Benefit Portion of Assessments on the Lots platted in 2016 is equal to \$34,591.48 ($\$553,463.69 \times 6.25\% = \$34,591.48$). The total principal amount of the Specific Benefit Portion of Assessments due in 2019 is \$4,506.59 for the Lots platted in 2016. Accordingly, the total debt service amount due from the Lots platted in 2016 applicable to the Specific Benefit Portion of Assessments is equal to \$39,098.07 ($\$34,591.48 + \$4,506.59 = \$39,098.07$).

The Collection Costs to be collected from the Lots platted in 2016 are equal to \$2,328.00.

The Annual Installment per Lot to be collected from each Land Use Class for Lots platted in 2016 is \$690.00.

Part 3 - Annual Budget for the Repayment of Indebtedness – Lots Platted in 2017

Debt service is to be paid on the 84 Lots platted in 2017 from the collection of the Annual Installments. The effective interest rate to be used for payment of debt service on the Temporary Note applicable for Assessments to be collected from the 84 Lots platted in November 2017 is 6.25%. In addition, “Collection Costs” are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for PID No. 1 to be paid from the collection of Annual Installments from the Lots platted in 2017 for 2018-19 is shown by Table B-7 below.

Table B-7
Budget for the Annual Installments – Lots Platted in 2017
to be Collected for 2018-19

Lots Platted in 2017	
General Benefit Portion	
Interest	\$23,627.91
Principal	\$2,901.67
<i>Sub-total General Benefit Portion</i>	<i>\$26,529.58</i>
Specific Benefit Portion	
Interest	\$36,222.09
Principal	\$4,448.33
<i>Sub-total Specific Benefit Portion</i>	<i>\$40,670.42</i>
Collection Costs	\$2,352.00
Annual Installment to be collected for 2018-19	\$69,552.00

As shown in Table B-3 on page four of this report, the outstanding General Benefit Portion of Assessments due from the Lots platted in 2017 is equal to \$378,046.57 and the applicable interest rate is 6.25%. As a result, the interest due on the General Benefit Portion of Assessments on the new Lots platted in 2016 is equal to \$23,627.91 ($\$378,046.57 \times 6.25\% = \$23,627.91$). The total principal amount of the General Benefit Portion of Assessments due in 2019 is \$2,901.67 for the Lots platted in 2017. Accordingly, the total debt service amount due from the Lots platted in 2017 applicable to the General Benefit Portion of Assessments is equal to \$26,529.58 ($\$23,627.91 + \$2,901.67 = \$26,529.58$).

As shown in Table B-3 on page four of this report, the outstanding Specific Benefit Portion of Assessments due from the Lots platted in 2017 is equal to \$579,553.43 and the applicable interest rate is 6.25%. As a result, the interest due on the Specific Benefit Portion of Assessments on the Lots platted in 2017 is equal to \$36,222.09 ($\$579,553.43 \times 6.25\% = \$36,222.09$). The total principal amount of the Specific Benefit Portion of Assessments due in 2019 is \$4,448.33 for the Lots platted in 2017. Accordingly, the total debt service amount due from the Lots platted in 2017 applicable to the Specific Benefit Portion of Assessments is equal to \$40,670.42 ($\$36,222.09 + \$4,448.33 = \$40,670.42$).

The Collection Costs to be collected from the new Lots platted in 2017 are equal to \$2,352.00.

The Annual Installment per Lot to be collected from each Land Use Class for Lots platted in 2017 is \$828.00.

III. BOND REDEMPTION RELATED UPDATES

The Series 2013 Bonds were issued in October 2013. Pursuant to Section 6.1 of the Trust Indenture, the City reserves the right and option to redeem the Series 2013 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after October 1, 2021, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent special assessment revenue bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Series 2013 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable special assessment revenue bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

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C. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan provided for the “Assessed Property” to be classified into one of two categories for purpose of allocating the Assessments, as follows:

- (i) Land Use Class 1, and
- (ii) Land Use Class 2.

Land Use Class 1 consists of lots with a width less than 60 feet measured at the front building restriction line. Land Use Class 2 consists of lots with a width of 60 feet or greater measured at the front building restriction line.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00
Land Use Class 2 Lots	1.20

The equivalent unit factors are the ratio of the Assessments as allocated to each lot in each property class. These equivalent unit factors were based on a combination of a per unit allocation and an allocation based on minimum lot area. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

According to the Developer, a new Land Use Class has been created by subdividing some of Land Use Class 2 lots into two new lots. These newly created lots, referred to as Land Use Class 3 Lots, have the same features as Land Use Class 2 except the size of each of these newly created lots is smaller. According to the developer, sixty-four Land Use Class 3 Lots were created from a portion of Parcel R-6121-003-0720-1 originally intended for 32 Land Use Class 2 lots, each newly created lot having approximately one-half of the size of the standard Land Use Class 2. Accordingly, a new Land Use Class 3 is created and included in this service plan update. The Equivalent Unit of each of the newly created Land Use Class 3 lot is also calculated to equal one-half of the Equivalent Units assigned to the standard Land Use Class 2 lot (i.e. 0.60 per Lot). The full description of the newly created Land Use Class is shown below.

“Land Use Class 3” means lots identified as such on the Assessment Roll with a width less than 45 feet measured at the front building restriction line.

According to the Developer, Lot Class 1 now consists of lots having a width between 45 feet and 60 feet measured at the front building restriction line. As a result, the Land Use Class 1 definition provided in the original Service and Assessment Plan is revised as shown below.

“Land Use Class 1” means lots identified as such on the Assessment Roll with a width greater than 45 feet but not exceeding 60 feet as measured at the front building restriction line.

D. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

(i) the identification of each Assessed Parcel in PID No. 1 (including, if available, the tax parcel identification number for such Assessed Parcel), (ii) the Assessments, including any adjustments as provided for in the Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable); (iv) prepayments of the Assessments as provided for in the Service and Assessment Plan and (B) any other changes permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix B-1 and Appendix B-2. Each Parcel in PID No. 1 is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel in a Platted Improvement Area. Assessments are to be reallocated for the subdivision of any Parcels.

I. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula shown on the following page:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel.
- B = the Assessment for the Parcel prior to subdivision.
- C = the Equivalent Units allocated to each newly subdivided Parcel
- D = the sum of the Equivalent Units for all of the new subdivided Parcels

The Assessments allocated to each of the Lots platted in 2016 and 2017 are shown in Section B of this report.

II. PREPAYMENT OF ASSESSMENTS

According to the tax collector, the Assessment on Parcels 2610999, 2652590, 2612671 and 2611110 was prepaid in full through August 31, 2018. The complete Assessment Roll is also available at Lavon City Hall, 120 School Road, Lavon, Texas 75166.

APPENDIX A
Original and Revised Budget for the Public Improvements

Appendix A

Original and Revised Budget for the Public Improvements

General Benefit Improvements

	<u>Original Budget</u>	<u>Budget Changes</u>	<u>Revised Budget</u>
S.H. 78 improvements	\$85,000	(\$4,647)	\$80,353
Trunk sewer, lift station, and offsite main	\$714,000	(\$33,608)	\$680,392
Temporary package plant	\$800,000	\$17,083	\$817,083
Fire station participation	\$125,000	(\$125,000)	\$0
Police station participation	\$270,000	(\$270,000)	\$0
City equipment contribution	\$60,000	(\$60,000)	\$0
Road improvements to amenity center	\$180,000	\$0	\$180,000
Road improvements to school	\$160,000	\$0	\$160,000
Road improvements to fire station	\$50,000	\$0	\$50,000
Acquisition of public property:			
School site (approximately 12 acres)	\$560,000	(\$560,000)	\$0
Fire station (approximately 1 acre)	\$55,000	(\$55,000)	\$0
Public works site (approximately 1 acre)	\$10,000	(\$10,000)	\$0
Open space (approximately 51.048 acres)	\$250,000	\$0	\$250,000
City Hall site (approximately 2 acres)	\$325,000	(\$325,000)	\$0
Off-site easement	\$3,000	\$0	\$3,000
Engineering and construction staking	\$70,000	\$35,089	\$105,089
Construction management	\$12,000	(\$12,000)	\$0
Construction inspection	\$40,000	\$7,846	\$47,846
Contingency/ Interest	\$58,000	(\$58,000)	\$0
Establishment of PID No. 1 (legal, planning, consulting and engineering)	\$1,500,000	\$375,852	\$1,875,852
Costs related to issuance of Bonds	\$1,126,795	\$0	\$1,126,795

Total General Benefit Improvements	\$6,453,795	(\$1,077,384)	\$5,376,411
			(1)

Specific Benefit Improvements

	<u>Original Budget</u>	<u>Budget Changes</u>	<u>Revised Budget</u>
Spent	Expenditure	Spent	Expenditure
Roads	\$2,460,000	\$1,241,903	\$3,701,903
Wastewater and drainage	\$1,780,000	\$1,560,895	\$3,340,895
Engineering and construction staking	\$630,000	\$315,801	\$945,801
Construction management	\$120,000	(\$120,000)	\$0
Construction inspection	\$370,000	\$60,617	\$430,617
Contingency	\$535,000	(\$535,000)	\$0
Costs related to issuance of Bonds	\$0	\$575,000	\$575,000
Interest (Only in the revised Budget)	\$0	\$0	\$0
Total Specific Benefit Improvements	\$5,895,000	\$2,836,180	\$8,731,180
			(1)
			(2)
			(2)

Note:

(1) The revised budget information is provided by the developer as a request for payment and additional expenditures estimates.

(2) The future expenditures were recalculated using the original budget in the Service and Assessment Plan. Bond issue costs are excluded and interest is included in the revised budget.

(3) Information provided as draw request summary of reimbursements by the developer.

The budget for Public Improvements will be updated once the Developer finalizes compiling the Traditions at Grand Heritage related cost documents and submits to the City for final review and acceptance of such documents.

APPENDIX B
2018-19 Assessment Roll Summary

Appendix B
Heritage PID Assessment Roll Summary

Short Account Number	Class				Equivalent Units	General		Specific Benefit Portion	Total Original Assessment	Assessments				Trigger Date				Interest Rate		Annual Installments for Collection in 2018-19
	Class 1	Class 2	Class 3	Units		Benefit Portion	Benefit Portion			General Benefit Portion	Specific Benefit Portion	Collection Costs	Annual Installment	General Benefit Portion	Specific Benefit Portion	General Benefit Portion	Specific Benefit Portion			
2587259	108	0	0	108	\$405,049.90	\$620,950.10	\$11,026,000.00	\$28,297.98	\$43,381.41	\$2,840.61	\$74,520.00	TBD	TBD	TBD	6.25%	TBD				
2583535	35	0	0	35	\$131,266.17	\$201,233.83	\$332,500.00	\$9,170.64	\$14,058.79	\$920.57	\$24,150.00	TBD	TBD	TBD	6.25%	TBD				
2583536	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2603754	0	12	0	14.4	\$54,006.65	\$82,793.35	\$136,800.00	\$3,773.06	\$5,784.19	\$378.75	\$9,936.00	TBD	TBD	TBD	6.25%	TBD				
2589659	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2583564	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1250103	34	0	0	34	\$127,515.71	\$195,484.29	\$323,000.00	\$8,908.62	\$13,657.11	\$894.27	\$23,460.00	TBD	TBD	TBD	6.25%	TBD				
2132290	0	12	0	14.4	\$54,006.65	\$82,793.35	\$136,800.00	\$3,773.06	\$5,784.19	\$378.75	\$9,936.00	TBD	TBD	TBD	6.25%	TBD				
2583774	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2583532	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2583533	323	80	0	419	\$1,571,443.58	\$2,409,056.42	\$3,980,500.00	\$109,785.69	\$168,303.80	\$11,020.52	\$289,110.00	TBD	TBD	TBD	6.25%	TBD				
2583778	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1738793	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1804710	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1860926	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1965751	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1974359	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
1974360	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2583531	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2055805	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2055804	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD	TBD	TBD	6.25%	TBD				
2610854	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610956	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610957	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610958	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610959	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610960	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610961	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610962	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610963	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610964	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610965	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610966	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610967	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610968	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610969	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610970	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610971	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610972	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610973	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610974	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610975	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$0.00				
2610976	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610977	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610978	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610979	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610980	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610981	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610982	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610983	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610984	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610985	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				
2610863	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$257.36	\$394.53	\$24.00	\$675.89	27-Jun-06	27-Jun-06	27-Jun-06	5.01%	\$675.89				

Appendix B

B-2

Appendix B

B-3

Appendix B

B-4

Appendix B

B-5

Appendix B

Short Account Number	Class			Equivalent Units	General			Total Original Assessment	Assessments			Trigger Date			Interest Rate			Annual Installments for Collection in 2018-19
	Class 1	Class 2	Class 3		Benefit	Portion	Specific Benefit		General Benefit	Specific Benefit	Collection Costs	Annual Installment	General Benefit	Specific Benefit	General Benefit	Specific Benefit		
2612629	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612630	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612631	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612632	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612633	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612634	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612635	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612636	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612637	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612638	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612639	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612640	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612641	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612642	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612643	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612644	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612645	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612646	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612647	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612648	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612649	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2629292	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612651	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	27-Jun-06	27-Jun-06	5.01%	5.01%	\$0.00		
2612652	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612653	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612654	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612655	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612656	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612657	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612658	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612659	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612660	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612661	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612662	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612663	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612664	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612665	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612666	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612667	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612668	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612669	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612670	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612671	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612672	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612673	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612674	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612675	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612676	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612677	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612678	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612679	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612680	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612681	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		
2612682	0	1	0	\$4,500.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	\$810.27	27-Jun-06	27-Jun-06	5.01%	5.01%	\$810.27		

Appendix B

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Appendix B

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Appendix B

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Appendix B

B-10

Appendix B

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Appendix B

Short Account Number	Assessments					General			Specific			Trigger Date			Interest Rate			Annual Installments for Collection in 2018-19
	Class 1	Class 2	Class 3	Equivalent Units	Total Original Assessment	General Benefit Portion	Specific Benefit Portion	Collection Costs	Annual Installment	General Benefit Portion	Specific Benefit Portion	General Benefit Portion	Specific Benefit Portion	General Benefit Portion	Specific Benefit Portion			
2612594	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612595	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612596	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612597	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612598	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612599	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612600	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612601	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612602	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612603	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612604	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612605	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612606	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612607	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612608	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2612609	0	1	0	1.2	\$4,300.55	\$6,899.45	\$11,400.00	\$308.83	\$473.44	\$28.00	\$810.27	27-Jun-06	27-Jun-06	5.01%	\$810.27			
2646513	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646516	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646517	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646518	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646519	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646520	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646521	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646522	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646523	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646524	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646525	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646526	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646527	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646528	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646529	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646530	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646531	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646532	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646533	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646534	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646535	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646536	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646537	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646538	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646539	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646540	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646541	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646542	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646543	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646544	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646545	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646546	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646547	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646548	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646549	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646550	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			
2646551	1	0	0	1	\$3,750.46	\$5,749.54	\$9,500.00	\$252.32	\$386.81	\$24.00	\$663.13	5-Aug-08	5-Aug-08	5.01%	\$663.13			

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Appendix B
Heritage PID Assessment Roll Summary

Short Account Number	Assessments										Trigger Date				Interest Rate		Annual Installments for Collection in 2018-19
	General					Specific					General		Specific				
	Class 1	Class 2	Class 3	Equivalent Units	Total Original Assessment	General Benefit Portion	Specific Benefit Portion	Collection Costs	Annual Installment	General Benefit Portion	Specific Benefit Portion	General Benefit Portion	Specific Benefit Portion				
2644046	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644047	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644048	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644049	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644050	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644051	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644052	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644053	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644054	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644055	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644056	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644057	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644058	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644059	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644060	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644061	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644062	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644063	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644064	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644065	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644066	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644067	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644068	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644069	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644070	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644071	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644072	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644073	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644074	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644075	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644076	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644077	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644078	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644079	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644080	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644081	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			
2644082	0	1	0	1.2	\$4,500.55	\$6,899.45	\$302.79	\$28.00	\$794.96	11-Dec-08	11-Dec-08	5.01%	5.01%	\$794.96			

Appendix B
Heritage PID Assessment Roll Summary

Short Account Number	Assessments										Trigger Date				Interest Rate		Annual Installments in Collection for 2018-19
	Total					Specific					General		Specific		General		
	Original Assessment	Benefit	Portion	Equivalent Units	General Benefit Portion	Benefit	Portion	Collection Costs	Annual Installment	General Benefit Portion	Benefit Portion	Specific Benefit Portion	Benefit Portion	Specific Benefit Portion	General Benefit Portion		
2649783	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649784	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649785	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649786	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649787	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649788	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649789	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649790	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649791	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649792	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649793	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649794	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649795	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649796	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649797	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649798	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649799	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649800	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649801	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649802	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649803	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649804	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649805	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649806	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649807	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649808	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649809	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
2649810	0	0	1	0.6	\$2,250.28	\$3,449.72	\$151.39	\$232.09	\$14.00	\$397.48	11-Dec-08	11-Dec-08	5.01%	5.01%	\$397.48		
Subtotal	1012	392	64	1520.8	\$14,405,800.00	\$495,027.11	\$322,909.48	\$11,137.46	\$849,074.05	\$598,885.90							
Traditional At Grand Heritage.																	
2743415	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743416	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743417	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743418	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743419	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743420	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743421	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743422	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743423	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743424	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743425	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743426	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743427	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743428	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743429	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743430	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743431	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743432	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743433	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743434	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743435	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743436	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743437	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		
2743438	1	0	0	1	\$3,750.46	\$5,749.54	\$262.93	\$403.07	\$24.00	\$690.00	29-Sep-16	29-Sep-16	6.25%	6.25%	\$690.00		

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Heritage PID Assessment Roll Summary

Short Account Number	Assessments										Trigger Date				Interest Rate		Annual Installments in Collection for 2018-19
	General			Total Original Assessment	Specific			Collection Costs			Annual Installment	General		Specific			
	Portion	Benefit	Portion		Portion	Benefit	Portion	Costs	Portion	Benefit		Portion	Benefit	Portion			
2768907	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768908	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768909	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768910	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768911	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768912	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768913	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768914	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768915	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768916	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768917	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768918	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768919	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768920	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768921	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768922	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768923	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768924	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768925	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768926	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768927	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768928	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768929	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768930	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768931	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768932	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768933	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768934	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768935	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768936	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768937	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768938	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768939	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768940	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768941	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768942	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768943	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768944	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768945	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768946	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768947	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768948	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768949	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768950	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768951	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768952	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768953	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768954	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768955	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768956	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768957	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768958	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768959	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		
2768960	0	1	0	1.2	\$4,500.55	\$6,899.45	\$315.83	\$484.17	\$28.00	\$828.00	9-Nov-17	9-Nov-17	6.25%	6.25%	\$828.00		

Appendix B
Heritage PID Assessment Roll Summary

Short Account Number	Class 1			Class 2	Class 3	Equivalent Units	General			Specific			Total Original Assessment			General			Specific			Assessments			Trigger Date			Interest Rate			Annual Installments for Collection in 2018-19					
	Benefit						Portion	Benefit			Portion	Benefit			Portion	Benefit			Portion	Benefit			Portion	Collection Costs			Annual Installment	Benefit				Portion	Benefit			Portion
2768961	0	1	0	0	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768962	0	1	0	1	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768963	0	1	0	1	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768964	0	1	0	1	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768965	0	1	0	1	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768966	0	1	0	1	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768967	0	1	0	1	1.2		\$4,500.55		\$6,899.45		\$11,400.00		\$315.83		\$484.17		\$28.00		\$828.00		9-Nov-17		9-Nov-17		9-Nov-17		6.25%		\$828.00							
2768968	0	0	0	0	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		9-Nov-17		9-Nov-17		9-Nov-17		0.00%		\$0.00							
2768969	0	0	0	0	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		9-Nov-17		9-Nov-17		9-Nov-17		0.00%		\$0.00							
Subtotal	0	84	0	100.8			\$957,600.00		\$26,529.58		\$40,670.42		\$2,352.00		\$69,552.00		\$69,552.00		\$69,552.00									\$69,552.00								
Grand Total	1109	392	64	1617.8			\$16,284,900.00		\$374,943.00		\$574,795.59		\$35,817.46		\$985,556.05		\$985,556.05		\$985,556.05									\$735,367.90								



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-E

Item:

Discussion and action regarding Ordinance No. 2018-10-01 approving the 2018 Tax Roll Summary for the City of Lavon as presented by the Collin County Tax Assessor Collector's Office.

Background:

The Collin County Tax Assessor Collector has submitted for the City Council's consideration the 2018 Tax Roll in accordance with the Texas Tax Code.

Excerpt:

**TEXAS TAX CODE
TITLE 1. PROPERTY TAX CODE
SUBTITLE D. APPRAISAL AND ASSESSMENT
CHAPTER 26. ASSESSMENT
Sec. 26.09. CALCULATION OF TAX**

Sec. 26.09. CALCULATION OF TAX. (a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.

(b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.

(c) The tax is calculated by:

(1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;

(2) multiplying the net appraised value by the assessment ratio to determine assessed value;

(3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and

(4) multiplying the taxable value by the tax rate.

(d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, the assessor shall use the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. Except as provided by Subsection (d-1), the amount of back taxes due incurs interest calculated at the rate provided by Section 33.01(c) from the date the tax would have become delinquent had the tax been imposed in the proper tax year.

(d-1) For purposes of this subsection, an appraisal district has constructive notice of the presence of an improvement if a building permit for the improvement has been issued by an appropriate governmental entity. Back taxes assessed under Subsection (d) on an improvement to real property do not incur interest if:

(1) the land on which the improvement is located did not escape taxation in the year in which the improvement escaped taxation;

(2) the appraisal district had actual or constructive notice of the presence of the improvement in the year in which the improvement escaped taxation; and

(3) the property owner pays all back taxes due on the improvement not later than the 120th day after the date the tax bill for the back taxes on the improvement is sent.

(d-2) For purposes of Subsection (d-1)(3), if an appeal under Chapter 41A or 42 relating to the taxes imposed on the omitted improvement is pending on the date prescribed by that subdivision, the property owner is considered to have paid the back taxes due by that date if the property owner pays the amount of taxes required by Section 41A.10 or 42.08, as applicable.

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

Staff Notes:

Approval is recommended.

Attachments: Proposed Ordinance
 Correspondence from the Collin County Tax Assessor Collector

October 12, 2018

CITY OF LAVON, TEXAS
ORDINANCE NO. 2018-10-01

2018 Tax Roll Adoption

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING THE 2018 TAX ROLL SUMMARY FOR THE CITY OF LAVON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 26.09 of the Texas Tax Code, it is necessary for the 2018 Tax Roll Summary, which constitutes the 2018 Tax Roll for the City of Lavon, to be approved by the City Council.

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

SECTION 1. The City Council of the City of Lavon hereby accepts and approves the 2018 Tax Roll Summary as submitted by the Collin County Tax Assessor Collector which constitutes the 2018 Tax Roll for the City of Lavon, which is attached hereto and labeled “Exhibit A”; and

SECTION 2. It is hereby declared by the City Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance; and

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on this 16th day of October 2018

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator | City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2018-10-01

EXHIBIT A

2018 Tax Roll Summary for City of Lavon

2018 TAX ROLL SUMMARY

133
18 - LAVON CITY

	Amount	Count
NUMBER OF ACCOUNTS		1,769
MARKET VALUES		
ROLLCODE: PERSONAL		
Personal	\$4,395,313	
ROLLCODE: REAL		
Agriculture	\$15,084,347	
Improvement	\$236,844,604	
Improvement Non-Home Site	\$20,029,321	
Land	\$77,326,031	
Land Ag Land	\$59,616	
Land Non-Home Site	\$21,759,011	
TOTAL MARKET VALUE	\$375,498,243	
DEFERRALS		
Ag	\$15,084,347	30
TOTAL DEFERRALS	\$15,084,347	
EXEMPTIONS		
Autos , XO , PPV , XO , PPV	\$1,885,289	14
Cap Adjustment , XT , XT	\$3,949,967	356
Disabled	\$450,000	25
Disabled Veteran	\$2,549,514	47
Homestead	\$9,196,600	928
Miscellaneous , XV , XV	\$15,516,821	54
Nominal Value	\$3,027	16
Over 65	\$3,230,000	167
TOTAL EXEMPTIONS	\$36,781,218	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$51,865,565	
TOTAL MARKET VALUE	\$375,498,243	
TAXABLE VALUE	\$323,632,678	
TAX RATE	0.4557	
ROLLCODE: PERSONAL		
Levy	\$11,424.37	108
ROLLCODE: REAL		
Levy	\$1,421,273.56	1,661
TOTAL LEVY	\$1,432,697.93	
LEVY LOST DUE TO FROZEN	\$42,095.93	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$42,095.93	

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OCT 05 2018

CITY OF LAVON

2018 TAX ROLL SUMMARY

133
18 - LAVON CITY

Calculation Analysis							
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	157,346.67	115,250.74		42,095.93	42,176,759	7,648,206	34,528,553
DV100 (Excl. Frozen)	757.72	757.72		0.00	1,334,151	1,157,875	176,276
Prorated (Excl. Frozen	0.00	0.00		0.00	0	0	0
Other	1,316,689.47	1,316,689.47		0.00	331,987,333	43,059,484	288,927,849
Total	1,474,793.86	1,432,697.93		42,095.93	375,498,243	51,865,565	323,632,678
DV100 (Incl. Frozen)	0.00	0.00		0.00	1,162,913	1,061,889	101,024
Prorated (Incl. Frozen	0.00	0.00		0.00	0	0	0



KENNETH L. MAUN
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Suite 2366
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
Fax: (214) 491-4808
Email: kmaun@collincountytexas.gov

October 1, 2018

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

Dear Mayor Sanson,

Attached is the 2018 Tax Roll Summary for City of Lavon.

Submission of the 2018 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2018 Tax Roll for City of Lavon.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Ken Maun".

Kenneth L. Maun
Tax Assessor Collector

KLM:ket

Enclosure

cc: Kim Dobbs

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OCT 05 2018
CITY OF LAVON



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-F

Item:

Discussion and action regarding Resolution No. **2018-10-03** authorizing the Mayor to execute an Interlocal Dispatch Services Agreement with Collin County for FY 2018-19.

Background:

The City of Lavon contracts annually with Collin County for dispatch services for police and fire calls for service. Contracting with the County is the most economical dispatch service option available to the City of Lavon.

Financial Consideration:

The FY 18-19 total annual contract amount is \$54,412.36 which represents an increase over the prior year contract amount of \$40,131.42. The Commissioner's Court studied the users of the system and revised the formula for calculating charges to the participating agencies in the County.

The proposed agreement represents dispatch costs for police and fire radios in service in June 2018. It does not include the new fire dispatch charges that were covered pursuant to the agreement that the City Council approved on August 28, 2018.

The City's annual budget includes funding for this contract.

Staff Notes:

Approval is recommended.

Attachments: Proposed Resolution including Agreement
 Correspondence from Collin County

October 12, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-10-03

Interlocal Dispatch Services Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL DISPATCH SERVICES AGREEMENT WITH COLLIN COUNTY FOR DISPATCH SERVICES FOR A 1 (ONE) YEAR PERIOD FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council entered into an Interlocal Dispatch Services Agreement with Collin County for the provision of dispatch services in 2003; and

WHEREAS, the term of the original Interlocal Agreement and the term of each subsequent amendment is one (1) year with a provision for renewal; and

WHEREAS, the City Council desires for Collin County to continue to provide dispatch services.

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 Dispatch Services Agreement with Collin County, 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 16th day of October 2018..

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-10-03

EXHIBIT A

Interlocal Dispatch Services Agreement

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2018, by and between the City of Lavon (the “City”) and Collin County, a political subdivision of the State of Texas (the “County”).

RECITALS

1. The County, through the Sheriff’s Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term “Dispatch Services” means all services necessary for the Collin County Sheriff’s Office to receive calls for law enforcement service within the City’s jurisdiction and to dispatch the City’s law enforcement personnel in response to such calls.

HOSTING SERVICES. The term “Hosting Services” means the County will store the City’s data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2018, and shall continue in full force and effect through September 30, 2019.

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

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff’s Office to the City in the same manner and under the same work schedule as such services

are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for

remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

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

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2019 in the amount of \$52,576.00 shall be paid by the City in quarterly installments of \$13,144.00 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2019, the fee will be \$108 per radio and may be updated annually by PAWM.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

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

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

SECTION 7. AMENDMENT

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

SECTION 8. CONTROLLING LAW

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

SECTION 9. NOTICES

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

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

- (A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Remote Access to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

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

SECTION 11. COUNTERPARTS

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

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

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

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

Attachment "A"

Law Enforcement Officers Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1.0 Purpose

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency (Agency) may access its data hosted on Collin County's network.

2.0 Scope

This policy applies to all Law Enforcement Officers utilizing REMOTE ACCESS to access the Collin County network (such persons referred to herein as "Authorized Parties"). This policy applies to all Collin County REMOTE ACCESS implementations.

3.0 Policy

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the REMOTE ACCESS will force all traffic to and from the remote PC over the REMOTE ACCESS tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
8. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
9. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
10. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.

11. Authorized Parties that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the REMOTE ACCESS.
12. Only approved REMOTE ACCESS clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
14. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.
15. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
16. Accounts will be locked out after a certain number of failed attempts.
17. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
18. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
19. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
20. Prior to acquiring REMOTE ACCESS all Authorized Parties will be required to pass a background check unless otherwise approved by the County.
21. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
22. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.

4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone

using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
Dual (split) tunneling	When utilizing REMOTE ACCESS, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's REMOTE ACCESS.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Remote Access Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

Kim Dobbs

Subject: FW: FY19 Dispatch Fees and meeting invite
Attachments: 2019 Dispatch Proposed Cost Allocation No FD 07-19-2018 v2.pdf

-----Original Message-----

From: Bill Bilyeu [mailto:bbilyeu@co.collin.tx.us]
Sent: Monday, August 6, 2018 5:22 PM
To: Jason Laumer; jcouch@fairviewtexas.org; Ben White (B.White@farmersvilletx.com); Jason Little (jlittle@cityofmelissa.com); Derek Borg; Kim Dobbs; cityhall@cityofjosephinetx.com; mschwanke@annatexas.gov; mbriggs@cityofjosephinetx.com; Davidson, Kelly; bobbymanson@celinaisd.com; Tony Griggs; balford@farmersvilleisd.org
Subject: Re: FY19 Dispatch Fees and meeting invite

The fee schedule passed today without changes.

Bill

From: Bill Bilyeu [mailto:bbilyeu@co.collin.tx.us]
Sent: Thursday, July 19, 2018 4:26 PM
To: 'Jason Laumer'; jcouch@fairviewtexas.org; 'Ben White (B.White@farmersvilletx.com)'; 'Jason Little (jlittle@cityofmelissa.com)'; 'Derek Borg'; Kim Dobbs; 'cityhall@cityofjosephinetx.com'; 'mschwanke@annatexas.gov'; 'mbriggs@cityofjosephinetx.com'; 'Davidson, Kelly'; 'Jason Laumer'; jcouch@fairviewtexas.org; 'Ben White (B.White@farmersvilletx.com)'; 'Jason Little (jlittle@cityofmelissa.com)'; 'Derek Borg'; Kim Dobbs; 'cityhall@cityofjosephinetx.com'; 'mschwanke@annatexas.gov'; 'mbriggs@cityofjosephinetx.com'; 'Davidson, Kelly'; 'bobbymanson@celinaisd.com'; 'Tony Griggs'; 'balford@farmersvilleisd.org'; 'balford@farmersvilleisd.org'
Subject: RE: FY19 Dispatch Fees and meeting invite

Please find attached the updated fee schedule as discussed at our 7/11 meeting. The schedule is updated to reflect radio counts as of 7/19/18. Radio counts did change from the last proposal, with the County and fire department adding almost 100 units. As a reminder, FD radios are computed in the County's count. In the future, we'll use radio counts as of March 1st each year and dispatch usage as of December 31st.

Each entity (County and outside law enforcement agencies) will pay based upon both their radio count and dispatch usage. 25% of the cost will be based upon radio counts and 75% will be based upon dispatch traffic. This breakdown directly reflects the cost of operating the radio system (25%) compared to dispatch operations (75%).

This distribution of costs will be phased in over a 4 year period. The attached fee schedule reflects budget projections for future years as radio counts and dispatch usage grows and we move towards 100% of actual costs. Future years are just an estimate- actual costs will be based upon the actual number of radios in use, radios used by your agency, radio traffic and your agency's radio traffic.

The adoption of the fee schedule will be on the August 6th Commissioners Court agenda for their 1:30 PM meeting. If you want to give additional feedback or listen to the discussion, please attend the meeting.

Thanks,
Bill

From: Bill Bilyeu
Sent: Monday, July 2, 2018 11:28 AM
To: 'Jason Laumer' <jlaumer@celina-tx.gov>; "jcouch@fairviewtexas.org" <jcouch@fairviewtexas.org>;

'B.White@farmersvilletx.com' <B.White@farmersvilletx.com>; 'jlittle@cityofmelissa.com' <jlittle@cityofmelissa.com>; 'Derek Borg' <DBorg@princeton.tx.us>; 'kim.dobbs@cityoflavon.org' <kim.dobbs@cityoflavon.org>; 'cityhall@cityofjosephinetx.com' <cityhall@cityofjosephinetx.com>; 'mschwanke@annatexas.gov' <mschwanke@annatexas.gov>; 'mbriggs@cityofjosephinetx.com' <mbriggs@cityofjosephinetx.com>; 'Davidson, Kelly' <kdavidson@melissaisd.org>

Subject: FW: FY19 Dispatch Fees and meeting invite

More info ahead of our 7/11 meeting.

The discussion during the Commissioners Court meeting of June 25th asked that the fee schedule utilize dispatch traffic (the same as prior years) and not radio counts or a mix of the two. The dispatch counts for FY17 show Collin County with 50% of the calls. Below are the dispatch counts for the last 3 years.

UPDATED 6/26/2018

AGENCY	2015	% OF CALLS	2016	% OF CALLS	2017	% OF CALLS
ANNA PD	8,766.0	10%	8,955	9%	7,752	7%
ANNA ISD	-	0%	25	0.03%	17	0.02%
CELINA PD	6,709.0	8%	8,451	9%	7,578	7%
CELINA ISD	-	0%	284	0.30%	255	0.23%
COMMUNITY ISD	-	0%	-	0%	2	0.002%
FAIRVIEW PD	7,478.0	8%	7,226	8%	7,091	6%
FARMERSVILLE PD	3,984.0	4%	4,949	5%	5,237	5%
FARMERSVILLE ISD	44.0	0%	70	0.07%	74	0%
JOSEPHINE PD	1,130.0	1%	573	1%	1,184	1%
LAVON PD	2,761.0	3%	3,662	4%	4,128	4%
MELISSA PD	6,338.0	7%	6,845	7%	6,762	6%
MELISSA ISD	-	0%	87	0.09%	61	0.06%
PRINCETON PD	9,631.0	11%	13,461	14%	14,427	13%
COLLIN COUNTY	41,962.0	47%	40,624	43%	54,676	50%
TOTAL	88,803.0	100%	95,212	100%	109,244	100%

As discussed at the 6/25 meeting, dispatch numbers do vary year over year. As an example, the County's dispatch usage percentage over the last 3 years has been 47%-43%-50%. Please consider the fluctuations when working on future budgets.

The radio counts for the fire departments and the County combined are almost 69% of the radios on the system (see attached PDF titled 2019 Dispatch No FD...). With the change back to utilizing dispatch traffic/counts instead of radio counts, the outside law enforcement agencies will be responsible for a larger amount of the cost to operate the radio system. Generally, the smaller entities will benefit with dispatch based costs and the larger outside law enforcement agencies will pay more.

Hybrid of dispatch counts and radio counts:

The combined FY19 cost to charge for the operation of the radio system is \$3,452,705. \$2,254,696 or 75% of the total is for dispatch costs. Using dispatch counts, the County would be responsible for 50% or \$1,127,348 of the dispatch costs and the outside law enforcement agencies would be responsible for the rest.

The radio system costs for FY19 are \$825,274. Using the radio counts as the ratio, the County would be responsible for approximately \$569k or 69% of radio system costs.

As a reminder, the PAWM system requires that each connected radio on our system pay a fee of \$108 per year. The County will pay this fee in FY19 for all County owned radios and those utilized by fire departments. This \$108 per radio is a pass-through cost to PAWM and is in addition to what the law enforcement agencies pay for the County maintaining and operating our radio system.

We can work through ratios at our meeting on 7/11, but I wanted to get all of the numbers in front of you.

Thanks,
Bill

From: Bill Bilyeu

Sent: Tuesday, June 26, 2018 5:56 PM

To: 'Jason Laumer' <jlaumer@celina-tx.gov>; 'Julie Couch' (jcouch@fairviewtexas.org)' <jcouch@fairviewtexas.org>; 'Ben White' (B.White@farmersvilletx.com)' <B.White@farmersvilletx.com>; 'Jason Little' (jlittle@cityofmelissa.com)' <jlittle@cityofmelissa.com>; 'Derek Borg' <DBorg@princeton.tx.us>; 'kim dobbs' (kim.dobbs@cityoflavon.org)' <kim.dobbs@cityoflavon.org>; 'kmurphy@melissaisd.org' <kmurphy@melissaisd.org>; 'cityhall@cityofjosephinetx.com' <cityhall@cityofjosephinetx.com>; 'mschwanke@annatexas.gov' <mschwanke@annatexas.gov>

Cc: James Skinner <sheriffskinner@co.collin.tx.us>; Pam Palmisano <ppalmisano@co.collin.tx.us>; Susan Fletcher <sfletcher@co.collin.tx.us>; Cheryl Williams <cdwilliams@co.collin.tx.us>; John Thomas <jdthomas@co.collin.tx.us>

Subject: FY19 Dispatch Fees and meeting invite

All,

The Commissioners Court had a lengthy discussion on dispatch fees during yesterday's (6/25) meeting. Watch the video here <https://collincountytx.new.swagit.com/videos/8760>

The Commissioners Court unanimously directed that the County would cover the reasonable costs of radio and dispatch fees for fire departments that cover unincorporated areas. I've adjusted the attached fee schedule (2019 Dispatch No FD) to reflect that change. FD's make up 16% of the radios on the system and this cost will be covered by the County. I expect that the County will adopt rules that limit the number of radios (probably in a ratio to the number of fire fighters) covered under this plan. I'm not expecting any limits will have a material impact on FD's and will work with you on this policy before the FY20 fees are adopted.

During the Commissioners Court meeting, a couple of cities asked that I share more detail on dispatch costs. The attached pdf (Dispatch Expenditures) shows the direct cost of operating the dispatch center. Dispatch expenditures are almost entirely salary and benefits and training expenses for the dispatch staff. The "Indirect" and "Fixed Asset" lines of this report generally show costs attributable to operating the radio system.

With the exception of FD radios (to now be paid by the County), all radios on the system will be assessed a \$108 annual fee for our system to connect to the Plano Allen Wylie and Murphy (PAWM) system. This is a pass through cost paid to PAWM. This \$108 is in addition to the radio system fee paid to operate the Collin County system.

The Commissioners Court directed that the fee structure include radio usage in addition to a per radio charge. I expect that the overall cost to cities will still be around \$625-650,000, but how it will be assessed between the cities will change from the attached. I'll get dispatch counts and work on a couple of fee scenarios for the Court to consider in late July. I'd like to discuss fee structure options with you on Wednesday, July 11th at 10 AM in the fourth floor conference room at the Jack Hatchell Building. I'm trying to make this a working meeting, so I'd prefer only one representative from each city. Because this is a fee and budget discussion, I'd prefer you or a budget representative attend. Please RSVP directly to me.

I look forward to seeing you on 7/11.

Thanks,
Bill Bilyeu
County Administrator
972-548-4631

From: Bill Bilyeu
Sent: Tuesday, June 12, 2018 9:50 AM
To: Jason Laumer <jlaumer@celina-tx.gov>; Julie Couch (<jcouch@fairviewtexas.org> <jcouch@fairviewtexas.org>; Ben White (<B.White@farmersvilletx.com> <B.White@farmersvilletx.com>; Jason Little (<jlittle@cityofmelissa.com> <jlittle@cityofmelissa.com>; Derek Borg (<DBorg@princeton.tx.us> <DBorg@princeton.tx.us>; kim dobbs (<kim.dobbs@cityoflavon.org> <kim.dobbs@cityoflavon.org>; 'kmurphy@melissaisd.org' <kmurphy@melissaisd.org> <kmurphy@melissaisd.org>; cityhall@cityofjosephinetx.com; 'mschwanke@annatexas.gov' <mschwanke@annatexas.gov> <mschwanke@annatexas.gov>
Cc: James Skinner <sheriffskinner@co.collin.tx.us>; Pam Palmisano <ppalmisano@co.collin.tx.us>; Susan Fletcher <sfletcher@co.collin.tx.us>; Cheryl Williams <cdwilliams@co.collin.tx.us>; John Thomas <jdthomas@co.collin.tx.us>
Subject: FY19 Collin County Dispatch Fees

As most of you recall, the County and Cities made a long term commitment to partner for the purchase of the new P25 radio system. Collin County engaged an outside consultant to assist staff in determining a fee schedule that more accurately reflected the cost of operating both the radio system and dispatch services. We quickly determined that it was more accurate to assess costs based upon the number of radios and not the count of radio transactions by individual users- the new radio system was built based upon capacity and not day to day usage. In addition, billing by call volume can result in agency fees increasing up and down each year based upon activity outside the control of an agency (large traffic accident, natural disaster, etc.). Beginning with FY19, an agency's fees will be based upon the actual radio costs (system, dispatchers, etc.) incurred by the County from the previous year's CAFR divided by the number of P25 radios registered on the system as of March 1st of each year. The attached FY19 fee schedule uses the March 1, 2018 P25 radio count and the FY17 CAFR costs. The FY20 fees will be determined using the P25 radio counts from March 1, 2019 and FY18 CAFR, etc. In the first few years, the fee schedule will have some movement as departments acquire radios. As an example, Anna is currently underrepresented in charges because they had not purchased their full complement of P25 radios by the March 1st date. As Anna purchases new radios, the cost to the other agencies will marginally decrease.

Other notes:

The County currently has 62% of the radios on the dispatch system but pays 80% of the cost in FY19. We recognize that immediately passing on the actual cost to the outside agencies would result in substantial increases and are recommending that the cost allocations be transitioned over a 5 year period. In the past, costs were an estimate. Under the new fee structure, true costs come directly from the previous year's CAFR.

In the CAFR, capital costs are depreciated over the life of the item. The agencies will see the \$10+ million cost of the system infrastructure allocated over a 10-20 year period.

The Plano Allen Wylie and Murphy (PAWM) system connectivity is one of the key components of creating a countywide radio system. PAWM is charging a \$108 per radio fee to all radios on the system. This is a pass through cost that will be collected by the County and paid directly to the PAWM operators.

The purpose of the attached 5 year projection is to represent that cost allocations between the County and the agencies will change over the period. The projections include capital costs, the recently completed dispatch center, additional dispatchers, probable personnel cost increases, etc. I believe the projected costs are worse case scenarios.

The FY19 fee schedule will be on the Commissioners Court's June 25th Agenda for discussion and adoption. I encourage you to attend if available to participate in or listen to the Court's discussion. If you have questions or want to share feedback, please send to me at bbilyeu@collincountytx.gov

Thanks,
Bill Bilyeu
County Administrator
972-548-4631
bbilyeu@collincountytx.gov

FY 2019 Proposed Radio Cost (excluding FD)

Outside Agency	PD Radios as of 07/18/18	PAWM Fee per Radio	PAWM Cost	Collin County Radio/Dispatch Fee	Grand Total
Anna	27	\$ 108.00	\$ 2,916.00	\$ 90,117.35	\$ 93,033.35
Anna ISD	3	\$ 108.00	\$ 324.00	\$ 5,343.07	\$ 5,667.07
Celina	38	\$ 108.00	\$ 4,104.00	\$ 108,401.46	\$ 112,505.46
Celina ISD	2	\$ 108.00	\$ 216.00	\$ 4,909.76	\$ 5,125.76
Community ISD	3	\$ 108.00	\$ 324.00	\$ 5,260.11	\$ 5,584.11
Fairview	41	\$ 108.00	\$ 4,428.00	\$ 110,956.93	\$ 115,384.93
Famersville	22	\$ 108.00	\$ 2,376.00	\$ 67,458.59	\$ 69,834.59
Farmersville ISD	4	\$ 108.00	\$ 432.00	\$ 7,408.02	\$ 7,840.02
Josephine	8	\$ 108.00	\$ 864.00	\$ 20,546.10	\$ 21,410.10
Lavon	17	\$ 108.00	\$ 1,836.00	\$ 52,576.36	\$ 54,412.36
Melissa	23	\$ 108.00	\$ 2,484.00	\$ 77,642.98	\$ 80,126.98
Melissa ISD	3	\$ 108.00	\$ 324.00	\$ 5,586.43	\$ 5,910.43
Princeton	21	\$ 108.00	\$ 2,268.00	\$ 116,538.37	\$ 118,806.37
Outside Agency Total	212	\$ 108.00	\$ 22,896.00	\$ 672,745.52	\$ 695,641.52
Collin County	824	\$ 108.00	\$ 88,992.00	\$ 2,779,959.51	\$ 2,868,951.51

FY 2019 Proposed Dispatch/Radio Rates
No Charge to Fire Departments (No Fire Calls in Usage)

	FY 2017	FY 2018	PD Radios as of 07/18/18	FY 2019	FY 2020 Projected	FY 2021 Projected	FY 2022 Projected	FY 2023 Projected
Outside Agency	Actual	Actual		TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Anna	79,366	98,137	27	90,117	107,137	124,873	152,646	157,350
Anna ISD	-	274	3	5,343	6,308	7,297	8,874	9,022
Celina	55,310	92,613	38	108,401	128,698	149,789	197,439	202,818
Celina ISD	-	-	2	4,910	5,820	6,763	8,250	8,457
Community ISD	-	745	3	5,260	6,208	7,180	8,730	8,872
Fairview	67,705	79,189	41	110,957	131,665	153,160	186,967	192,036
Famersville	36,070	54,235	22	67,459	80,142	93,340	114,040	117,394
Farmersville ISD	398	767	4	7,408	8,750	10,130	12,324	12,544
Josephine	10,231	6,279	8	20,546	24,368	28,330	34,570	35,470
Lavon	24,998	40,131	17	52,576	66,596	77,535	97,611	100,380
Melissa	57,383	75,014	23	77,643	92,315	107,608	131,549	135,627
Melissa ISD	-	-	3	5,586	6,599	7,640	9,295	9,463
Princeton	87,197	147,517	21	116,538	138,992	162,543	199,154	206,535
Outside Agencies Total Allocation	418,657	594,902	212	672,746	803,599	936,189	1,161,447	1,195,968
Fire Departments			FD Radios					
Anna FD			17	-	-	-	-	-
Celina FD			41	-	-	-	-	-
Farmersville FD			41	-	-	-	-	-
Melissa FD			37	-	-	-	-	-
Princeton FD			29	-	-	-	-	-
FD Total			165	-	-	-	-	-
Collin County Allocation	2,214,108	2,407,447	576	-	-	-	-	-
Collin County Allocation w/FD			741	2,779,960	2,816,961	2,846,164	3,023,754	3,182,873
Volunteer Fire Dept.			VFD Radios					
Blue Ridge FD			21					
Josephine FD			10					
Lowry Crossing FD			14					
Nevada FD			10					
Westminister FD			18					
Weston FD			10					
			83					
Allocation Percentage				70%	80%	90%	100%	100%
Total Cost	2,632,765	3,002,350	1,036	3,452,705	3,620,560	3,782,353	4,185,201	4,378,842
% County		80%		81%	78%	75%	72%	73%
% Outside Law Enforcement		20%		19%	22%	25%	28%	27%
% Fire Departments				0%	0%	0%	0%	0%



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-G

Item:

Discussion and action regarding the selection of a firm to provide public improvement district administration and service and assessment plan consultant services and authorization for the city staff and city attorney to negotiate a contract for services

Background:

To proactively prepare for the anticipated requests for special districts it is considered a best practice to have a Public Improvement District (PID) Administrator on board at the outset or creation stage of the PID process. Consequently, on July 17, 2018 the City Council directed the city staff to work with the City's financial adviser to prepare and circulate a Request for Proposals (RFP) for PID Administration and Service and Assessment Plan Consulting Services.

The City's RFP process followed this schedule:

- | | |
|---|--------------------|
| - Advertisement of RFQ | September 14, 2018 |
| - RFP Deadline – Submittals DUE | October 5, 2018 |
| - Evaluation of Proposals Complete | October 12, 2018 |
| - Interviews if needed | ----- |
| - City Council consideration | October 16, 2018 |
| - Submit contract to Council for approval | TBD |

The City received submittal packets from four qualified firms. The proposals have been evaluated by the city staff and financial advisor and scored as shown below.

	30/360	David Taussig & Assoc	MuniCap	P3
Demonstration of ability to provide the scope of services (50%)	48%	45%	45%	47%
Experience and references (35%)	33%	28%	30%	35%
Proposed fees (15%)	15%	14%	15%	14%
TOTAL SCORE	96%	87%	90%	96%

Staff Notes:

Based on the concentrated scoring of the proposals, the financial advisor and city staff recommend that interviews of the top scoring firms be conducted.

The Council can appoint a subcommittee consisting of the Mayor, a Council member, the city administrator and financial advisor to conduct the interviews. Once the subcommittee ranks the finalist firms, the city staff and city attorney may be authorized to negotiate a contract to present for consideration by the City Council.

The proposals are rather lengthy and available at City Hall for your review. If you wish to receive a copy of the proposals, please let me know.

Attachments: RFP Packet

October 12, 2018

**CITY OF LAVON, TEXAS
RFP #2018-2012**



**REQUEST FOR SEALED PROPOSALS FOR
PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION AND
SERVICE AND ASSESSMENT PLAN CONSULTANT SERVICES**

**PROPOSALS ISSUED:
September 14, 2018**

**RFP SUBMITTALS DUE:
October 5, 2018**

RFP #2018-2012
Invitation for Proposals
Public Improvement District (PID) Administration and
Service and Assessment Plan (SAP) Consultant Services
City of Lavon, Texas

The City of Lavon is seeking responses from qualified firms to serve as the City's Service and Assessment Plan ("SAP") Consultant and/or Public Improvement District ("PID") Administrator on planned upcoming developments. At this time, the City is still in negotiations with various developers and no new development agreements have been entered into. However, it is anticipated that PIDs may be used with one or more developments. Further, special assessment revenue bonds may be issued by the City for a respective PID. These developments are anticipated to be primarily residential-based.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to 1) Kim Dobbs, City Administrator, City of Lavon, 120 School Road, Lavon, Texas 75166, or mailed to P.O. Box 340, Lavon, Texas 75166 and to 2) Jason Hughes, Financial Advisor to the City, Hilltop Securities, 1201 Elm Street, Suite 3500, Dallas, Texas 75270. Mark envelope in the lower left corner "RFP No. 2018-2012; Public Improvement District (PID) Administration – Service and Assessment Plan (SAP) Consultant Services," so the proposals will not be opened until the appointed hour. Proposals submitted must be received before proposal closing on October 5, 2018 at 3:00 p.m. Faxed proposals will not be accepted.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal or for technical questions, you may contact Kim Dobbs, City Administrator, at (972) 843-4220 or email at: kim.dobbs@cityoflavon.org.
2. **Protection of Resident Workers:** The City of Lavon actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
3. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
4. Mailed proposals must be **received as 1 (one) original and 3 (three) copies to the City and 1 (one) original to the Financial Advisor**, on this form, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Lavon will not be responsible for mail delivered from the post

office. Proposals received after the published time and date cannot be considered and will be returned unopened.

5. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
6. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. The data is for informational purposes only and will not affect the bid proposal award.
7. A completed W-9 form will be required within five business days by the apparent most qualified proposer once notification has been received.
8. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
9. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.
10. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
11. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
12. The City of Lavon reserves the right to reject any and all proposals, waive formalities or irregularities, make award to a SAP Consultant and a separate PID Administrator, and to make award of bid proposal as may be deemed to be in the best interest of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
13. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Lavon or successful proposer.
14. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.
15. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal. Responses are limited to 20 pages, excluding the example presentations and any appendices.
16. The City is exempt from all sales and excise taxes.

17. The City of Lavon reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise or services fails to meet these specifications. Failure to completely describe the merchandise or service being proposed may result in rejection of your proposal.
18. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
19. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
20. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
21. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
22. Proposers must comply with the minimum insurance requirements of the City of Lavon as appropriate to final contract terms. The minimum insurance requirements are noted in the sample agreement for professional services.

SPECIAL PROVISIONS

1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer, and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.

2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to make multiple awards, to reject any or all proposals and to re-solicit for proposals.
7. All questions must be submitted via email by 12:00 p.m. on Monday, September 24, 2018, to Kim Dobbs, City Administrator at kim.dobbs@cityoflavon.org and Jason Hughes, Financial Advisor to the City at jason.hughes@hilltopsecurities.com prior to proposal closing date.

8. The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum. The City's intention is to review the proposals and short-list firms for oral interviews, if necessary. After oral interviews the City intends to select an SAP Consultant/PID Administrator. However, the City's reserves the right to select an SAP Consultant and a different PID Administrator.

Event	Estimated Date
Request for Proposals Published	September 14, 2018
Deadline for Questions from Vendors	September 24, 2018
Final Addendum for Questions Published	September 28, 2018
Deadline for Proposal Submissions	October 5, 2018
Evaluation of Proposals	Week of October 8 th
Oral Interviews (if needed)	Week of October 8 th
City Council Approval	October 16, 2018

9. Proposers shall submit a total of five (5) work references.
10. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

Check List:

- ☐ Conflict of Interest Questionnaire
- ☐ Non-Exclusion Affidavit for General Contractors

DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Chapter 176 is an ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. The law defines a "vendor" as any person who enters or seeks to enter a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
2. Has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
2. The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY	
1 Name of person who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
Signature of person doing business with the governmental entity		Date

Adopted 06/29/2007

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Lavon staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for _____ County, _____ (Insert State Name)

PROPOSAL EVALUATION

RFP shall be awarded to the best-value proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Proposals received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to be fully informed as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

- | | |
|---|-----|
| 1. Demonstrate the ability to provide the scope of services | 50% |
| 2. Experience and references | 35% |
| 3. Proposed fees | 15% |

Negotiations may be conducted with responsible proposers who submit proposals determined to be acceptable of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Scope of Work

The PID Administrator/SAP Consultant shall provide services to the City in accordance with the scope of services provided herein.

PID Administration shall incorporate a variety of different responsibilities that will be led by the PID Administrator including third-party contract development and administration, payment, coordination, City staff support, and coordination between parties. As part of this task, PID Administrator will coordinate and be present at key meetings for the PIDs. Additionally, if requested, PID Administrator will attend homeowner association meetings within each PID to provide background information and a general overview of the PIDs. PID Administrator will also be the point of contact for questions relating to invoicing, collecting of the assessments and provide materials and reports upon request.

Administrative and management support services associated with the annual determination of the special assessments to be collected from the property subject thereto. Services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, city and county tax office communication, tracking of delinquent assessment fees and all required PID reporting.

1. Annual Special Assessment Determination
 - a. Verify ownership and ongoing conveyance dates
 - b. Develop and maintain a database for all relevant PID parcels
 - c. Identify PID expenses
 - d. Calculate and determine the Annual Assessment and the Special Assessment for each parcel
 - i. Conduct background research
 - ii. Calculate the annual installment to be collected
 - iii. Determine amendments to the Annual Assessment Roll
 - iv. Revise the Assessment Plan as needed
 - v. Provide support services related to billing of annual installments
 - vi. Make allowance for operational needs
 - vii. Prepare year-end reconciliations and annual reports to the City
 - viii. Work with and provide assistance to the City and County tax offices as needed
2. Bond Fund Administration
3. Homeowners Assistance/Public Information
4. Delinquency Management
 - a. Prepare and maintain a Delinquent Special Assessment Report
 - b. Follow up on all delinquent accounts
5. Disclosure Services
 - a. Prepare annual reports
 - b. Request quarterly reports required from Developer, as applicable
 - c. Prepare Significant Event Notices if needed
 - d. Disseminate all reports to each required entity, bondholder, etc.
6. Auditing Services

Submission

Each proposal must include the following components: Organizational Profile, Questionnaire, Proposed Services for PID Administration, SAP Consulting, and References. Each component shall include the information requested below.

Organizational Profile

1. Company name, address and contact information;
2. Federal Identification Number;
3. Overview of firm;
4. Individuals assigned to manage and execute the engagement (location and resources);
5. If company is a partnership, state the name and address of all general and limited partners associated with the office responding to the RFP; and
6. Any other useful information.

Questionnaire

Answer the following questions:

SAP Consultant

A. General

1. How many Texas municipal clients have you served, or currently serve, as SAP Consultant within the last 5 years?
2. Have you been replaced as SAP Consultant during or leading up to the creation of a PID? Please describe in detail why you were replaced.
3. If you have replaced another SAP Consultant in a PID creation and/or financing process, please describe the changes that you made which benefitted the municipal entity.
4. Please explain the assessment methodology/basis that your firm typically uses to assign benefit within a PID.
5. Please describe your typical methodology/approach when a TIRZ overlay is included in the PID finance plan.
6. Please describe your typical interaction with the City's finance team, as well as with the developer's team, in a PID creation and a related bond financing.
7. Please explain components of your general fee structure to serve as SAP Consultant, including up-front costs, retainers, other costs that are embedded within your fees (such as disclosure reporting, annual audit, etc.)
8. Please provide an example presentation that you have given to another Texas municipal client regarding your role as SAP Consultant.
9. Please provide an example Service and Assessment Plan that you have completed for another Texas municipal client.

PID Administrator

A. General

1. How many Texas municipal clients have you served, or currently serve, as PID Administrator within the last 5 years? How many of those clients are within the greater North Texas region.
2. Have you been replaced as PID Administrator on an existing PID? Please describe in detail why you were replaced.

3. Explain your relationship with the various North Texas Counties and the collection of assessments.
4. What is your role and the City's role in nonpayment and foreclosure?

B. Landowner/Assessments

1. Explain in detail the processes and procedures to inform land owners about assessments:
 - a. Developer
 - b. Initial Homeowner
 - c. Secondary Owners
2. How do landowners get information on their assessment? Please provide an example of typical information that you provide to landowners.
3. What interaction do you have with individual land owners?
4. What are your strategies for insuring new home owners are updated as properties change ownership, and databases are current?

C. Reporting/Regulatory

1. What reports do you provide to the City in relation to their budget, annual audit and SEC compliance? What format? How often are reports provided to the City? Please provide an example of reports you typically prepare on behalf of a municipal client.
2. How have you dealt with non-compliant quarterly reporting? Describe the instances and what your firm did to resolve the issue.
3. How have you handled SEC reporting for difficult or noncompliant landowners/developers?
4. In your experience, what audit requirements are the PID projects subject to?
5. What do provide for fiscal year end reports for annual audit? And how long after year end will those be available?

Proposed Fees for Services

Please provide proposed fees for complete services as described in the Scope of Work section for a one-year term. Proposed fees should be provided on an Excel spreadsheet with the following format:

Service	Price	Unit	Frequency*	Additional Info

*Frequency = One-time, Annual, Monthly, etc.

Proposers may also provide a separate "free form" recommendation on the fee structure that offers more or less service than outlined above. This proposal may be the result of the Proposer's successful experience with other Texas PIDs.

References

Include five (5) work references with the following information: name of client, address, phone numbers/emails, dates of contract period, description of services provided and contract amounts.

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via e-mail to Kim Dobbs, City Administrator, and Jason Hughes, Financial Advisor, before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

TERMINATION FOR DEFAULT

The City of Lavon reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal and contract

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

NOTICE: The City of Lavon has drafted the following document (SAMPLE) that will serve as the agreement between the parties in the event of an award. Please review, edit and/or comment with your RFP response so that the City might consider BEFORE proceeding with a contract.

**PROFESSIONAL SERVICES AGREEMENT
[CONSULTANT'S NAME]**

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF LAVON** (the "City"), a general law Type A municipality organized under the laws of the State of Texas and **[CONSULTANT'S NAME]** ("Consultant" or "Consultant"), a Texas [Type of Company], each individually referred to as a "**party**" and collectively referred to as the "**parties.**"

CONTRACT DOCUMENTS:

The Contract documents shall include the following:

1. This Agreement for Professional Services
2. City's Request for Proposals including all attachments, specifications, and all addenda issued prior to execution of this Agreement;
3. Consultant's Executed Proposal in response to City's Request for Proposal;
4. Conflict of Interest Questionnaire Coversheet;
5. Conflict of Interest Questionnaire;
6. All modifications to Contract Documents issued after execution of this Agreement and accepted by the City and Consultant in writing; and
7. All required Insurance Certificates.

All Exhibits attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the contract documents, the terms and conditions of this Professional Services Agreement shall control.

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services as PID Administrator/SAP Consultant for the City. Attached hereto and incorporated for all purposes incident to this Agreement is **Exhibit "A,"** Scope of Services, more specifically describing the services to be provided hereunder.

2. TERM.

The initial term of this Agreement shall commence on _____ ("Effective Date") and shall expire on _____ (the "Initial Term") unless terminated earlier in accordance with the provisions of this Agreement. The City may renew this Agreement for three (3) additional one (1) year terms (each a "Renewal Term") (collectively the "Term") at the City's sole option.

3. COMPENSATION.

Compensation shall be in accordance with the provisions of this Agreement and the Schedule attached as **Exhibit "B,"** which is incorporated for all purposes herein. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered up to the effective date of termination and Consultant shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination.

4.4 Breach

Subject to Section 27 herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth in Section 27.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1 Disclosure of Conflicts.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing.

5.2 Confidential Information.

Consultant, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City ("City Information") and created under this Agreement as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

5.3 Unauthorized Access.

Consultant shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Consultant shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant

facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONSULTANT.

It is expressly understood and agreed that Consultant shall operate as an independent Consultant as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Consultants and subcontractor. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, Consultants and subcontractor. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant. Neither Consultant, nor any of Consultant's employees or agents, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

8. LIABILITY AND INDEMNIFICATION.

A. LIABILITY - CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

B. GENERAL INDEMNIFICATION - CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH,

TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

C. INTELLECTUAL PROPERTY INDEMNIFICATION – Seller agrees to defend, settle, or pay, at its own cost and expense, any claim or action against the City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if the City modifies or misuses the software and/or documentation. So long as Seller bears the cost and expense of payment for claims or actions against the City pursuant to this section, Seller shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's

interest, and City agrees to cooperate with Seller in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Seller shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Seller timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Seller's duty to indemnify the City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Seller shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement, and refund all amounts paid to Seller by the City, subsequent to which termination City may seek any and all remedies available to City under law.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned

- (c) Statutory Worker's Compensation and Employers' Liability Insurance requirements per the amount required by statute. City agrees to waive this requirement upon receipt of sufficient

documentation from the Consultant certifying that Consultant is not required to maintain the requisite coverage in accordance with the statute.

- (d) Professional Liability (Errors & Omissions)
 - \$1,000,000 Each Claim Limit
 - \$1,000,000 Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made and maintained for the duration of the contract. An annual certificate of insurance shall be submitted to the City to evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All policies except Workers' Compensation and Professional Liability shall be endorsed to name the City as an additional insured thereon, as its interests may appear. All policies shall contain a Waiver of Subrogation for the benefit of the City of Lavon. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. A minimum of thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the City Administrator, City of Lavon, 120 School Road, Lavon, Texas 75166.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To The CITY:

City of Lavon
Attn: City Manager
120 School Road
Lavon, Texas 75166

To CONSULTANT:

With a copy to:

Messer, Rockefeller & Fort, PLLC
Attn: Wm. Andrew Messer
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
TEL: (972) 668-6400

13. SOLICITATION OF EMPLOYEES.

Neither the City nor Consultant shall, during the term of this agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent Consultant, any person who is or has been employed by the other during the term of this agreement, without the prior written consent of the person's employer.

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Collin County, Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

24. WARRANTY OF SERVICES.

Consultant warrants that its services will be of a professional quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Consultant's option, Consultant shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms to the warranty, or (b) refund the fees paid by the City to Consultant for the nonconforming services.

25. IMMIGRATION NATIONALITY ACT.

The City of Lavon actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Consultant shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Consultant shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Consultant shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Consultant shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Consultant shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Consultant.

26. INFORMAL DISPUTE RESOLUTION.

Except in the event of termination pursuant to Section 4.2, if either City or Consultant has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Collin County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

27. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF LAVON, TEXAS

By: _____
Name: Vickie Sanson
Title: Mayor

CONSULTANT:

[Consultant's Name]

By: _____
Name: _____
Title: _____



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: October 16, 2018

ITEM: 9-H

Item:

Discussion and action regarding board and commission appointments – Parks and Recreation Board.

Background:

In addition to the elected City Council, several appointed boards and commissions provide invaluable contributions to the City through their service. The members of these boards are appointed by the City Council for specific terms of service. Parks and Recreation Board members Chuck Teske and David Hawkins recently resigned their positions creating two vacancies: 1) a vacancy for a City Council Liaison and 2) an alternate member vacancy.

Code Excerpt:

Lavon Code of Ordinances

Section 2.06.092 – Structure of board; membership

- (a) The parks and recreation board shall consist of five (5) regular members and one (1) alternate member appointed by the city council.
 - (1) The regular board members shall be organized by numbered seats (1-5).
 - (2) The alternate member shall be designated as the first alternate.
- (b) The chair shall be selected as described in [section 2.06.095](#) and shall be authorized to vote.
- (c) The alternate board member shall be authorized to vote on any matter when the alternate member's presence forms the quorum.
- (d) The city council shall select from its membership a liaison to serve as regular member of the parks and recreation board.

The City Council can appoint one of its members to the liaison position. There are not currently any pending applications to present for consideration of the vacant alternate position. A worksheet listing the members of the boards and commissions is provided for the Council's convenience.

Attachments: Spreadsheet – Boards & Commissions

October 12, 2018

City of Lavon Boards & Commissions
October 2018

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
City Council Members				Elected
Mayor	6/19/2018	Vicki Sanson	11/2019	<i>replaced C. Teske - Spec Election 11/18</i>
Place One	6/19/2018	John Kell	11/2018	<i>replaced V. Sanson</i>
Place Two	11/7/2017	Mike Cook	11/2019	
Place Three	11/21/2016	Kay Wright	11/2018	
Place Four	11/7/2017	Tim Davis	11/2019	
Place Five	11/21/2016	Mindi Serkland	11/2018	

Economic Development Corp Board of Directors				7 members; 4 CC/staff; county resident
Place 1, Chair		Kay Wright	7/15/2020	
Place 2	7/17/2018	Manzelle Williams	7/15/2019	
Place 3	9/19/2017	Vicki Sanson	7/15/2020	
Place 4	5/1/2018	Larry Munson	7/15/2019	
Place 5	7/17/2018	Dustin Cowin	7/15/2020	
Place 6	7/18/2017	John Kell	7/15/2019	
Place 7		David Piekarski	7/15/2020	

Planning & Zoning Commission				5 members, residency req
Seat 1	1/17/2017	Brad Tiegs	6/1/2019	
Seat 2	7/19/2016	Deborah Nabors	6/1/2020	
Seat 3	9/6/2016	Cynthia Coker	6/1/2019	
Seat 4	11/3/2015	Tom Ormsby	6/1/2020	
Seat 5, Chair		David Rosenquist	6/1/2019	
	ex officio	Vicki Sanson	6/1/2019	<i>Council Liaison</i>

Parks & Recreation Board				5 members, CC liaison; residency req
Seat 1		Mike Gulino	1/1/2019	
Seat 2	1/16/2018	Kelly Turk	1/1/2020	
Seat 3	5/1/2018	Ashley Lambert	1/1/2019	
Seat 4, Chair		Bradley Tiegs	1/1/2020	
Seat 5 - Council			1/1/2019	<i>C. Teske resigned - Council Liaison</i>
Alternate			1/1/2020	<i>D. Hawkins resigned</i>

TIF				5 members, Mayor appt; Council consent
Seat 1	1/2/2009	David Hawkins	1/1/2020	
Seat 2	10/18/2016	Ryan Lisko	1/1/2019	
Seat 3, Chair	1/6/2015	Chris Kane	1/1/2020	
Seat 4	1/17/2017	Chuck Teske	1/1/2019	
Seat 5	1/2/2009	Darlene Hurth	1/1/2020	

City of Lavon Boards & Commissions
October 2018

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
BUILDING BOARD OF APPEALS (IFC)				8 members
Seat 1	9/18/2018	Joe Wetzel	9/1/2020	
Seat 2	9/18/2018	Tom Paroski	9/1/2019	
Seat 3	9/18/2018	Jeff Donaldson	9/1/2020	
Seat 4	9/18/2018	Paul Slay	9/1/2019	
Seat 5	9/18/2018	Derek Hanson	9/1/2020	
Seat 6	9/18/2018	Micki Hollien	9/1/2019	
Seat 7	9/18/2018	Richard Hollien	9/1/2020	
Seat 8, Chair	9/18/2018	Jon Scott	---	Fire Marshal - Ex Officio