



AGENDA
DECEMBER 4, 2018
LAVON CITY COUNCIL
REGULAR MEETING
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. ISSUANCE OF OATH OF OFFICE TO NEWLY ELECTED MAYOR AND COUNCIL MEMBERS**
- 4. PROCLAMATION**

Keith Karr, Gold Medalist in the 2018 Senior Olympics

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.

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 November 6, 2018 meeting.
- B.** Approve the minutes of the November 16, 2018 meeting.
- C.** Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 10/31/2018 and authorize the payment of invoices included therein.

8. ITEMS FOR CONSIDERATION

- A.** Discussion and action regarding Resolution No. **2018-12-01** authorizing the Mayor to execute a professional services agreement with P3 Works, LLC for the provision of public improvement district administration and service and assessment plan consultant services for the Lakepointe Development project; and declaring an effective date.
- B.** Discussion and action regarding Resolution **2018-12-02** authorizing the Mayor to execute a professional services agreement with P3 Works, LLC for the provision of public improvement district administration and service and assessment plan consultant services for the Abston Hills project; and declaring an effective date.
- C.** Discussion and action to nominate and appoint a Mayor Pro-Tempore for a term that expires in November 2019.
- D.** Discussion and action regarding the extension of the effective date of the preliminary plat for Crestridge Meadows.
- E.** Discussion and action regarding Resolution No. **2018-12-03** authorizing the Mayor to execute a Facilities Development Agreement for Crestridge Meadows, Phase 1.
- F.** Discussion and action regarding the Final Plat of the Crestridge Meadows, Phase 1 addition on 40.113 acres of land situated in the Drury Anglin Survey, Abstract No. 2 (CCAD Property ID 2773841), south

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of Bear Creek and east of and in the vicinity of the 10700 block of CR 484, City of Lavon, Collin County, Texas.

- G. Discussion and action regarding the Final Plat of the Highway 205 Tract, Phase 1 on 1.45 acres of land situated as Block A, Lot 1 of the Highway 205 Tract Addition, WAS Bohannon Survey, Abstract No. 121, City of Lavon, Collin County, (CCAD ID 2624070), located on the south side of and in the vicinity of the 900 block of SH 78.
- H. Discussion and action regarding Ordinance No. **2018-12-01** prohibiting the parking of certain commercial vehicles in residentially zoned districts.
- I. Discussion and action regarding a City of Lavon holiday schedule for 2019.

9. DEPARTMENT 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; 3) community relations and crime prevention report; 4) Exchange Zone update and 5) Community Camera program update.
- B. Fire Services – 1) Fire Marshal’s report, 2) Wylie Fire Rescue - EMS run report and 3) LVFD call report, membership report and Emergency Response Staffing (ERS) program update.
- C. Public Works Services – 1) General public works and street & sidewalk maintenance report including mowing and trash collection; 2) sanitary sewer system maintenance; and 3) upcoming projects.
- D. Administration Services – 1) Financial Outlooks; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report, 5) Sales Tax Report , 6) MSRB Rule G-10 Report – Heritage PID No. 1; 7) Heritage PID #1 Advisor – Annual Disclosure; Heritage PID #1 – Arbitrage Compliance Report; and 8) Atmos Energy Corp., Mid-Tex Division – Statement of Rider GCR.

10. 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.

- December 18, 2018 – Cancel regular meeting – Christmas Gathering
- January 1, 2019 – Cancel regular meeting

11. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

This is to certify that this Agenda was duly posted at City Hall and on the City’s website at www.cityoflavon.com on or before 6:00 PM on November 30, 2018.



Kim Dobbs, City Administrator | City Secretary

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PROCLAMATION CITY OF LAVON, TEXAS

WHEREAS, Lavon resident, Keith Karr won gold medals in three separate events at the Senior Olympics on October 6, 2018 in Shawnee, Oklahoma: the 50M, 100M and 200M events; and

WHEREAS, by finishing first in the three events, Keith qualified to compete in the 2019 National Senior Olympics in Albuquerque, New Mexico; and

WHEREAS, sprinting, physical fitness and competing have been life-long passions for Keith and as a Member Services Representative at the J.E.R. Chilton YMCA in Rockwall, Keith shares his dedication to good health with others; and

WHEREAS, Keith's distinguished accomplishments bring honor to his family and to his hometown, Lavon, Texas.


NOW THEREFORE, I, Vicki Sanson, by virtue of the authority and power vested in me as Mayor of the City of Lavon do hereby recognize Lavon's outstanding citizen

Keith Karr

and encourage all citizens to join me in congratulating Keith on his remarkable accomplishments and wish him success at Nationals!

Be it so proclaimed, this 4th day of December, 2018





Vicki Sanson, Mayor



**MINUTES
NOVEMBER 6, 2018
LAVON CITY COUNCIL
REGULAR MEETING – EXECUTIVE SESSION
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

ATTENDING: VICKI SANSON, MAYOR
JOHN KELL, PLACE 1
MIKE COOK, PLACE 2
TIM DAVIS, PLACE 4
MINDI SERKLAND, PLACE 5

ABSENT: KAY WRIGHT, MAYOR PRO TEM, PLACE 3

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 MR. KELL DELIVERED THE INVOCATION.**
3. **CITIZENS COMMENTS**

There were none.

4. **ITEMS OF INTEREST/COMMUNICATIONS**

- Lavon Area Chamber Golf Tournament, November 9, 2018, 11am.
- CISD – CHS Ground Breaking, November 15, 2018, 2pm.
- LEDC Small Business Bazaar, November 24, 2018 10am-3pm

5. **CONSENT AGENDA**

A. Approve the minutes of the October 16, 2018 meeting.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: DAVIS
SECONDED: KELL
APPROVED: UNANIMOUS
ABSENT: WRIGHT

6. **ITEMS FOR CONSIDERATION**

A. Discussion and action regarding Resolution No. 2018-11-01 appointing a member to the initial 9-1-1 District Board and providing an effective date.

Ms. Dobbs provided details regarding the appointment and noted that the appointed person must attend the December 5, 2018 meeting of the initial board.

MOTION: APPROVE RESOLUTION NO. 2018-11-01 APPOINTING MAYOR VICKI SANSON TO THE INITIAL 9-1-1 DISTRICT BOARD.

MOTION MADE: SERKLAND
SECONDED: COOK
APPROVED: UNANIMOUS
ABSENT: WRIGHT

B. Discussion and action regarding Resolution No. 2018-11-02 amending the Wastewater Facilities Installation Policy approved by Resolution 2017-10-03 and providing an effective date.

Ms. Dobbs reviewed the previously adopted Waste Water Facilities Installation policy and explained that the amendment provides for the submittal of certain land use documents, procedural steps and

further provides that adjacent properties will annex to obtain service unless granted an exception by the City Council. Ms. Dobbs advised that the city's consulting engineer and attorney participated in the draft amendment and recommended approval.

MOTION: APPROVE RESOLUTION NO. 2018-11-02 AMENDING THE WASTEWATER FACILITIES INSTALLATION POLICY WITH RECOMMENDED CHANGES.

MOTION MADE: SERKLAND
SECONDED: COOK
APPROVED: UNANIMOUS
ABSENT: WRIGHT

C. 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.

Ms. Dobbs, Ms. Serkland and Mayor Sanson along with Financial Advisor Jason Hughes, were directed by council to conduct interviews with the top two firms, P3 Works and 30 Three Sixty Public Finance. Interviews were conducted and the committee recommended that the City Council authorize the city staff and attorney to negotiate a professional services agreement with P3 Works, LLC. Ms. Dobbs introduced Mary Petty with P3 Works, LLC. Ms. Petty gave a brief background on her company and experience with Public Improvement District Administration.

MOTION: DIRECT STAFF AND CITY ATTORNEY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH P3 WORKS, LLC FOR PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION AND SERVICE AND ASSESSMENT PLAN CONSULTATION SERVICES FOR THE CITY OF LAVON.

MOTION MADE: DAVIS
SECONDED: KELL
APPROVED: UNANIMOUS
ABSENT: WRIGHT

D. Report and discussion regarding investment reports.

Ms. Dobbs distributed the FY 2018 quarterly investment reports to the City Council and confirmed that investments are made subject to the City's Investment Policy and Public Funds Investment Act in a manner that will provide the maximum security of principal invested through limitations and diversification. The City Council noticed the improved interest earnings with the investment of funds in TexStar and the improved depository contract.

E. Discussion and action regarding Ordinance No. 2018-11-01 amending Chapter 2, Administration and Personnel of the City's Code of Ordinances to establish a City Council governance policy and rules of procedure for conducting City Council meetings and providing for an effective date, proper notice and meeting; severability clause and repealer clause..

Ms. Dobbs explained that two separate council members had independently inquired about updating the City's code of conduct or governance. Ms. Dobbs provided a redline change that Ms. Serkland had suggested regarding the appointment of Council sub-committees. The Council discussed the policy and implications. Mr. Kell and Ms. Serkland expressed concern regarding Section 7-C of the drafted policy in regards to their personal social media accounts. The consensus of the City Council was to act upon the proposed policy and continue to review and possibly amend the social media section.

MOTION: APPROVE ORDINANCE NO. 2018-11-01 AMENDING CHAPTER 2 ADMINISTRATION AND PERSONNEL OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH A CITY COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE FOR CONDUCTING CITY COUNCIL MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE, PROPER NOTICE AND MEETING; SEVERABILITY CLAUSE AND REPEALER CLAUSE.

MOTION MADE: COOK
SECONDED: DAVIS

APPROVED: UNANIMOUS
ABSENT: WRIGHT

F. Discussion and action regarding board and commission appointments-Parks and Recreation Board.

The City Council discussed the Parks and Recreation Board vacancies created by the recent resignations of Chuck Teske and David Hawkins.

MOTION: APPOINT MINDI SERKLAND TO THE COUNCIL LIAISON POSITION IN PLACE 5 AND TIM DAVIS TO THE ALTERNATE POSITION OF THE PARKS AND RECREATION BOARD.

MOTION MADE: KELL
SECONDED: COOK
APPROVED: UNANIMOUS
ABSENT: WRIGHT

G. Update and discussion regarding public safety initiatives.

Jon Scott, Fire Marshal, updated the council on the recently established “Safe Exchange Zone” for internet purchases and Child Custody Exchanges. The area will have 24-hour camera surveillance. The Lavon PD is also proposing the Lavon Community Camera Program, created to deter crime and improve investigations by the Lavon Police Department. The Council expressed support for the totally voluntary program to promote citizen participation to keep Lavon safe and crime free.

7. EXECUTIVE SESSION

At 7:52 p.m., in accordance with the Texas Government Code, Annotated, Subchapter 551, Mayor Sanson recessed the meeting to go into executive session (closed meeting) to discuss the following items.

Section 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) Franchise fee payments- Spectrum.

8. RECONVENE FROM EXECUTIVE SESSION INTO REGULAR SESSION

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

A. Discussion and action regarding Franchise Fee Payments-Spectrum.

No action was taken.

9. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- Next meeting – Special Meeting November 16, 2018 at 4 p.m. to canvass the election results.
- November 20 Meeting will be cancelled.
- Next regular meeting – December 4, 2018

10. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:09 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 4th day of December, 2018

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator/City Secretary



**MINUTES
NOVEMBER 16, 2018
LAVON CITY COUNCIL
SPECIAL MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
4:00 P.M.**

ATTENDING: VICKI SANSON, MAYOR
JOHN KELL, PLACE 1

ABSENT: MIKE COOK, PLACE 2
KAY WRIGHT, MAYOR PRO TEM, PLACE 3
TIM DAVIS, PLACE 4
MINDI SERKLAND, PLACE 5

1. **MAYOR SANSON CALLED THE MEETING TO ORDER AT 4:08 P.M. AND ANNOUNCED A QUORUM PRESENT PURSUANT TO SECTION 67.004(a) OF THE TEXAS ELECTION CODE.**
2. **MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MR. KELL DELIVERED THE INVOCATION.**
3. **CANVASS OF ELECTION**

A. Discussion and action regarding Resolution No. 2018-11-03 canvassing the returns, including the returns of early voting ballots cast in connection therewith, and declaring the results of the General Election held on November 6, 2018 for the purpose of electing three Council Members for Places One (1), Three (3) and Five (5) for two (2) year terms; authorizing issuance of a canvass of General Municipal Election.

MOTION: APPROVE RESOLUTION NO. 2018-11-03 CANVASSING THE RETURNS, INCLUDING THE RETURNS OF EARLY VOTING BALLOTS CAST IN CONNECTION THEREWITH, AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 6, 2018 FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS FOR PLACES ONE (1), THREE (3) AND FIVE (5) FOR TWO (2) YEAR TERMS; AUTHORIZING ISSUANCE OF A CANVASS OF GENERAL MUNICIPAL ELECTION.

MOTION MADE: KELL
SECONDED: SANSON
APPROVED: UNANIMOUS
ABSENT: COOK, WRIGHT, DAVIS, SERKLAND

B. Discussion and action regarding Resolution No. 2018-11-04 canvassing the returns, including the returns of early voting ballots cast in connection therewith, and declaring the results of the Special Election held on November 6, 2018 for the purpose of electing the Mayor for an unexpired term; and declaring the results of the Special Municipal Election.

MOTION: APPROVE RESOLUTION NO. 2018-11-04 CANVASSING THE RETURNS, INCLUDING THE RETURNS OF EARLY VOTING BALLOTS CAST IN CONNECTION THEREWITH, AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON NOVEMBER 6, 2018 FOR THE PURPOSE OF ELECTING THE MAYOR FOR AN UNEXPIRED TERM; AND DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION.

MOTION MADE: KELL
SECONDED: SANSON
APPROVED: UNANIMOUS
ABSENT: COOK, WRIGHT, DAVIS, SERKLAND

4. ISSUANCE OF OATH OF OFFICE TO NEWLY ELECTED MAYOR AND COUNCIL MEMBERS

The item was deferred to the regular December 4, 2018 meeting.

5. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 4:12 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 4th day of December, 2018

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator/City Secretary



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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
ASSESSMENT REPORT SUMMARY
10/31/18**

| | | | |
|---------------------------------------|----------------|-------------------|-------------|
| Total Receivables As of | 10/31/18 | \$ 12,323.92 | pg 2 |
| Cash Balance As of | 9/30/18 | \$ 15,937.53 | pg 3 |
| October Receipts | | \$ 11,226.09 | pg 3 |
| October Disbursements | | \$ (5,000.00) | pg 3 |
| November Disbursements: | | | |
| 1 Wire Transfer | | \$ (15,000.00) | pg 4 |
| 5 Invoices to be paid at a later date | | | |
| Cash Balance as of | 11/1/18 | \$7,163.62 | pg 4 |

| CURRENT COLLECTIONS & 4 YEAR HISTORICAL DATA | | | | | | |
|--|-------------------------|-------------------------|---------------------------|----------------------------------|-------------------------|----------------------|
| Year | Collections 10/31/18 | Adjustments 10/31/18 | Reserve Uncollectibles | Collections 9/1/14 - 10/31/18 | Receivables 10/31/18 | Percent Collected |
| 2018 | | | | | | |
| 2017 | 5,677.53 | | | 654,882.95 | 10,933.61 | 98.36 |
| 2016 | 794.96 | | | 598,172.14 | 1,390.31 | 99.77 |
| 2015 | | | | 599,562.45 | | 100.00 |
| 2014 | | | | 600,372.72 | | 100.00 |

Last Year's Percentage of Collections as of 10/31/17 0.13%

| CURRENT CERTIFIED LEVY & 4 YEAR HISTORICAL DATA | | | | | | | |
|---|------------------|---------|---------|------------------|-------------|--------------------|---------|
| Year | Assessment Rates | | | Original Levy | Adjustments | Assessment Levy | |
| | Platted | Class 1 | Class 2 | | | | Class 3 |
| 2018 | | | | | | | |
| 2017 | 2006 | 675.89 | 810.27 | | - | 443,402.23 | |
| | 2008 | 663.13 | 794.96 | 397.48 | | 155,484.33 | |
| | 2016 | 690.00 | | | | 66,930.00 | |
| | | | | | 598,886.56 | 665,816.56 | |
| 2016 | 2006 | 675.89 | 810.27 | | | 418,639.40 | |
| | 2008 | 663.13 | 794.96 | 397.48 | | 180,923.05 | |
| | | | | | | 599,562.45 | |
| 2015 | 2006 | 675.89 | 810.27 | | | 418,639.40 | |
| | 2008 | 663.13 | 794.96 | 397.48 | (810.27) | 180,923.05 | |
| | | | | | | 599,562.45 | |
| 2014 | 2006 | 675.89 | 810.27 | | | 419,449.67 | |
| | 2008 | 663.13 | 794.96 | 397.48 | | 180,923.05 | |
| | | | | | | 600,372.72 | |

(Levy Calculated by Lot Size)

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
ASSESSMENT REPORT
10/31/18**

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

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

Collections From: 9/1/18 - 10/31/18

| | | |
|------|----|----------|
| 2018 | \$ | - |
| 2017 | \$ | 9,423.97 |
| 2016 | \$ | 794.96 |

(\$ 10,218.93)

| | | |
|--|-----------|------------------|
| TOTAL RECEIVABLE AS OF 10/31/18 | \$ | 12,323.92 |
| | | ===== |

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
10/31/18**

| | | <u>Month of</u> <u>10/31/18</u> | <u>Fiscal to Date</u> <u>10/1/18-10/31/18</u> |
|---|-----------------|------------------------------------|--|
| Cash Balance as of | 9/30/18 | \$ 15,937.53 | \$ 15,937.53 |
| Receipts Deposited in the Assessment Acct (UTS): | | | |
| Current/Prior Assessments | | 6,472.49 | 6,472.49 |
| Penalty & Interest | | 1,435.11 | 1,435.11 |
| Atty's Fee-Del Coll | | 1,498.17 | 1,498.17 |
| Overpayment Refunds | | | |
| NSF Fees Paid | | 30.00 | 30.00 |
| Court Filing Fees | | 640.42 | 640.42 |
| Title Search Fee | | 128.00 | 128.00 |
| Constable Fee | | 75.00 | 75.00 |
| Notice to Purchaser | | | |
| Escrow | | 690.00 | 690.00 |
| Assessment Fees Pd in Full | | | |
| Stale Dated Checks | | | |
| Reimb Bank Charges | | 256.90 | 256.90 |
| Bank Interest | | | |
| TOTAL RECEIPTS: | | \$ 11,226.09 | \$ 11,226.09 |
| Disbursements Issued from the Assessment Acct (UTS): | | | |
| Transfer/Debt Service | | 5,000.00 | 5,000.00 |
| Overpayment Refunds | | | |
| Bank Charges | | | |
| TOTAL DISBURSEMENTS: | | (\$ 5,000.00) | (\$ 5,000.00) |
| Cash Balance As of | 10/31/18 | \$ 22,163.62 | \$ 22,163.62 |

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
10/31/18**

Cash Balance As of 10/31/18 \$ 22,163.62

Disbursements For November 2018:

| <u>Check #</u> | <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|----------------|-------------------------------|--------------------|---------------|
| W/T | Debt Service Fund on 11/21/18 | Transfer of Funds | 15,000.00 |

Total Disbursements: (\$ 15,000.00)

Cash Balance As of 11/1/18 \$ 7,163.62

=====

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

| <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|--------------------------------------|-------------------------------------|--------------------|
| First Southwest Asset Management LLC | Computational Fee - Bond Issue | \$ 1,200.00 |
| MuniCap, Inc | Professional Fees (Inv #102018-149) | \$ 786.25 |
| Ted A. Cox | Atty's Fee - Delinquent Coll | \$ 1,973.66 |
| Utility Tax Service, LLC | Computer Costs | \$ 941.75 |
| Mike Arterburn, A/C | November Fee | \$ 971.75 |
| | Total | \$ 4,673.41 |

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
10/31/18

| CURRENT COLLECTIONS & HISTORICAL DATA | | | | | | |
|--|-----------------------------|-----------------------------|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| <u>Year</u> | <u>Collections 10/31/18</u> | <u>Adjustments 10/31/18</u> | <u>Reserve Uncollectibles</u> | <u>Collections 9/1/07- 10/31/18</u> | <u>Receivables 10/31/18</u> | <u>Percent Collected</u> |
| 2018 | | | | | | |
| 2017 | 5,677.53 | | | 654,882.95 | 10,933.61 | 98.36 |
| 2016 | 794.96 | | | 598,172.14 | 1,390.31 | 99.77 |
| 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 Levy</u> | <u>Adjustments</u> | <u>Assessment Levy</u> | <u>SR/KR Rolls</u> |
| 2018 | | | | | | | | |
| 2017 | 2006 | 675.89 | | | 273,735.45 | | 273,735.45 | 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 | |
| | 2016 | 690.00 | | | - | 66,930.00 | 66,930.00 | |
| | | | | | 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
10/31/18**

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:

- \$ **690.00** Reported as escrow paid on 10/18 report. Will transfer to 2018 once account is certified
(R1108200A02301)

Installment Plans

| <u>Year(s)</u> | <u>Name/Account Number</u> | <u>Payment Schedule</u> | <u>Current Yes/No</u> |
|----------------|--|---------------------------|-----------------------|
| 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 | Paid in Full |
| 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 | Yes |
| 2017 | Brandon & Alyssa Sims R-9032-00L-0290-1 | 9/18 - 8/19 12 Months | Yes |



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

November 1, 2018

City of Lavon
Heritage P.I.D. #1

Transfer to Heritage P.I.D. #1 Debt Service Fund \$ 15,000.00

Wire Transfer on 11/21/18

INVOICE

First Southwest Asset Management, LLC
Arbitrage Rebate Compliance Services

City of Lavon, Texas
P.O. Box 340
Lavon, TX 75166-0340

Ms. Kim Dobbs, City Administrator / City Secretary

Invoice Date: 11/12/2018
Invoice Number: R16780

Computational fee incurred in connection with the arbitrage calculations prepared for the attached detailed bond issue(s):

Total Amount Due: **\$1,200.00**

Please remit payment to:

Via Mail:
First Southwest Asset Management, LLC
Attention: Arbitrage Rebate Department
1201 Elm Street, Suite 3500
Dallas, Texas 75270

Via Wire and ACH:
JPMorgan Chase Bank, N.A.
Attention: Settlement Department
270 Park Avenue
New York, NY 10017-2070
Wire Transfer ABA Routing Number: 021-000-021
ACH Payment ABA Routing Number: 111-000-614
Account Name: Hilltop Securities Inc.
Account Number: 08805076955
FFC: City of Lavon, Texas - R16780

INVOICE

First Southwest Asset Management, LLC
Arbitrage Rebate Compliance Services

Invoice Number: R16780

| Par Amount | Issue Description | Period | | Number of Years | Annual Fee | Current Fee |
|-------------|--|----------|----------|--------------------|---------------|-------------------|
| | | From | To | | | |
| \$8,065,000 | Heritage PID Spec Assess Rev Bonds, S 2013 | 10/30/13 | 10/30/18 | 5.00 | \$1,200.00 | \$1,200.00 |
| | Notes: Opinion Letter; capped fee at one (1) year. | | | | | |
| | | | | | Total: | \$1,200.00 |

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

INVOICE

Invoice Date 10/12/2018
Invoice # 102018-149

Balance Due \$786.25

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

Remit check to:
 MuniCap, Inc.
 8630 M Guilford Road #263
 Columbia, MD 21046

or **Wire Instructions:**

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
 10/12/2018

Invoice #
 102018-149

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

Terms Net 30
Client # 1657

| Project | | Heritage PID #1 | | Terms | Client # |
|---|-----------|--|--------------|-----------------|---------------|
| Item | DATE | Description | Hrs | Amount | |
| Sr Assoc (MS) | 9/11/2018 | Contact trustee in regard to upcoming October debt service payment. | 0.25 | 43.75 | |
| Assoc (KB) | 9/13/2018 | Process administrative invoices and certificates authorizing payment and forward for approval, as required by Trust Indenture. | 0.25 | 30.00 | |
| Sr Assoc (JDA) | 9/13/2018 | Reconcile trust accounts for July and August activity. | 0.5 | 87.50 | |
| Sr Assoc (JDA) | 9/20/2018 | Follow up with homeowner about PID annual installments and status of property prepayment. Review prepayment records and follow up with property owner. | 1.25 | 218.75 | |
| Sr Assoc (JDA) | 9/24/2018 | Work on generic prepayment calculation per homebuyer request. Follow up with homeowner to discuss status of prepayment. | 0.75 | 131.25 | |
| Assoc (DW) | 9/24/2018 | Discuss PID related information with associates and attend call with homeowner. | 0.75 | 112.50 | |
| Sr Assoc (JDA) | 9/25/2018 | Follow up discussion with title company about revised PID disclosure notices. | 0.5 | 87.50 | |
| Sr Assoc (JLA) | 9/28/2018 | Assist with identification and provision of material information related to on-going compliance. | 0.5 | 75.00 | |
| Subtotal Fees: | | | | | 786.25 |
| EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge. | | | Total | \$786.25 | |

AY

Billing Inquiries? Call (443) 539-4104

SP-E

October 12, 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 **\$786.25 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



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

November 1, 2018

City of Lavon
Heritage PID # 1

Ted Cox Invoice

| | |
|---|--------------------|
| October 2018 Delinquent Collections | \$ 1,498.17 |
| Postage/Copy/Deed/Constable/Search Fees/Court Fees (October 2018) | \$ <u>475.49</u> |
| Total | \$ 1,973.66 |

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

October 26, 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 (October 2018)\$475.49
TOTAL DUE THIS INVOICE\$475.49

| <u>DISTRICT</u> | <u>COPIES</u> | <u>POSTAGE</u> | <u>DEED FEES</u> | <u>LEXIS NEXIS RESEARCH FEES</u> | <u>OTHER EXPENSES</u> | <u>TOTAL</u> |
|--------------------|---------------|----------------|------------------|----------------------------------|-------------------------------|--------------|
| Chambers PID #2 | | | | | | |
| Chambers PID #3 | \$3.00 | \$7.17 | | \$2.25 | | \$12.42 |
| Denton County | \$3.10 | \$23.51 | \$8.94 | \$7.25 | | \$42.80 |
| CNP UD | \$13.40 | \$24.72 | | \$23.10 | \$125.00 (Constable Fee) | \$61.22 |
| El Dorado UD | \$8.20 | \$16.84 | | \$7.25 | | \$32.29 |
| Encanto Real | \$3.30 | \$10.17 | | \$6.10 | | \$19.57 |
| Fort Bend MUD #145 | | | | | | |
| Galveston MUD #14 | \$10.90 | \$31.18 | | \$15.10 | | \$57.18 |
| Galveston MUD #15 | \$9.60 | \$15.84 | | \$2.25 | | \$27.69 |
| Heritage PID | \$16.80 | \$77.59 | \$156.00 | \$25.10 | \$200.00 (Constable Fees) | \$475.49 |
| HC MUD #5 | \$4.70 | \$4.50 | \$130.00 | \$39.10 | \$16.50 (Abstract Filing Fee) | \$178.30 |
| HC UD #16 | \$19.60 | \$50.19 | | \$35.10 | | \$104.89 |
| HC MUD #104 | \$18.50 | \$37.85 | | \$6.10 | \$102.00 (Constable Fee) | \$164.45 |
| HC MUD #200 | \$20.20 | \$32.18 | | \$11.25 | | \$63.63 |
| HC MUD #211 | \$2.70 | \$14.34 | | \$4.10 | | \$21.14 |
| HC MUD #233 | \$2.50 | \$14.84 | | | | \$17.34 |
| HC MUD #238 | \$6.70 | \$36.85 | | \$12.25 | \$16.00 (Abstract Filing Fee) | \$71.80 |
| HC MUD #257 | \$14.30 | \$37.35 | | \$7.25 | | \$58.90 |
| HC MUD #304 | \$14.20 | \$45.52 | | \$21.25 | \$106.75 (Constable Fee) | \$187.72 |
| HC MUD #316 | \$4.40 | \$2.00 | | \$4.25 | | \$10.65 |

UTS, LLC

%Utility Tax Service, LLC
11500 NW Freeway, Ste 150
Houston, TX 77092

Invoice

| Date | Invoice # |
|-----------|-----------|
| 11/1/2018 | 9545 |

| |
|----------------|
| Bill To |
| Heritage PID 1 |

| Item | Description | Amount |
|-------------------------|---------------|----------|
| Computer Costs | 2018 Tax Year | 941.75 |
| Total | | \$941.75 |
| Payments/Credits | | \$0.00 |
| Balance Due | | \$941.75 |

Mike Arterburn, Tax A/C

%Utility Tax Service, LLC
11500 NW Freeway, Ste 150
Houston, TX 77092

Invoice

| Date | Invoice # |
|-----------|-----------|
| 11/1/2018 | 9440 |

| |
|----------------|
| Bill To |
| Heritage PID 1 |

| Item | Description | Amount |
|-------------------------|-------------------------------------|----------|
| Monthly Fee | November Assessment - Collector Fee | 941.75 |
| Reim NSF Fces | October Fees | 30.00 |
| Total | | \$971.75 |
| Payments/Credits | | \$0.00 |
| Balance Due | | \$971.75 |

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2017 AND Year End Date = 10/01/2018 AND Month Range from 09/01/2018 to 09/30/2018 and Tax Units = {multiple}

18 - LAVON CITY

CURRENT YEAR INFORMATION

| | | | | | | | |
|--------------------------------------|---|---|-------------------------|--|---|---------------------------------------|--|
| Start Value 336,658,750 | Start Exemption 50,744,475 | Start Taxable 285,914,275 | Rate 0.455700 | Calc Start Levy 1,302,911.35 | Actual Start Levy 1,271,141.41 | Start Frozen Loss 31,770.29 | Start + Frozen 1,302,911.70 |
| Adjusted Value 340,944,248 | Adjusted Exemption 51,405,127 | Adj Taxable 289,539,121 | Rate 0.455700 | Calc Adj Levy 1,319,429.77 | Actual Current Levy 1,289,865.40 | Adj Frozen Loss 32,629.43 | Act Levy + Act Frozen 1,322,494.83 |
| Start Value 336,658,750 | Net Value Adj 4,285,498 | Start Value + Net Value Adj 340,944,248 | | | Actual Current Value 341,830,112 | | |
| Start Exemption 50,744,475 | Net Exmp Adj 660,652 | Start Exemp + Net Exmp Adj 51,405,127 | | | Actual Current Exemption 51,618,462 | | |

| YEAR | NET START BALANCE | NET MTD ADJ | NET YTD ADJ | NET MTD PAID | NET YTD PAID | CALC BALANCE | REFUNDS DUE | COL % |
|-------------------|---------------------|-----------------|-------------------|--------------|---------------------|-----------------|-----------------|-------|
| 2006 | 27.04 | 0.00 | 0.00 | 0.00 | 0.00 | 27.04 | 0.00 | 0.00 |
| 2007 | 262.70 | 0.00 | (215.75) | 0.00 | 0.00 | 46.95 | 0.00 | 0.00 |
| 2008 | 237.09 | 0.00 | 0.00 | 0.00 | 0.00 | 237.09 | 0.00 | 0.00 |
| 2009 | 330.61 | 0.00 | 0.00 | 0.00 | 0.00 | 330.61 | 0.00 | 0.00 |
| 2010 | 651.84 | 0.00 | 0.00 | 0.00 | 356.95 | 294.89 | 0.00 | 54.76 |
| 2011 | 1,130.68 | 0.00 | 0.00 | 0.00 | 671.95 | 458.73 | 0.00 | 59.42 |
| 2012 | 832.86 | 0.00 | 0.00 | 0.00 | 614.27 | 218.59 | 0.00 | 73.75 |
| 2013 | 954.40 | 0.00 | 0.00 | 0.00 | 809.37 | 145.03 | 0.00 | 84.79 |
| 2014 | 1,718.64 | 0.00 | 0.00 | 0.00 | 1,642.17 | 76.67 | 0.00 | 95.53 |
| 2015 | 3,684.30 | 0.00 | (85.44) | 7.72 | 791.89 | 2,806.97 | 0.00 | 22.00 |
| 2016 | 4,216.75 | (91.14) | (940.89) | 0.00 | 2,238.18 | 1,037.68 | (91.14) | 56.95 |
| 2017 | 1,271,141.41 | (91.14) | 18,723.99 | 0.00 | 1,286,884.89 | 2,980.51 | (91.14) | 99.76 |
| TOTAL | 1,285,188.52 | (182.28) | 17,481.91 | 7.72 | 1,294,009.67 | 8,660.76 | (182.28) | |
| DELQ TOTAL | 14,047.11 | (91.14) | (1,242.08) | 7.72 | 7,124.78 | 5,660.25 | (91.14) | |



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: December 4, 2018

ITEM: 8 - A

Item:

Discussion and action regarding Resolution No. **2018-12-01** authorizing the Mayor to execute a professional services agreement with P3 Works, LLC for the provision of public improvement district administration and service and assessment plan consultant services for the Lakepointe Development project; and declaring an effective date.

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. 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.

On November 6, 2018, the City Council considered the selection committee's recommendation that P3 Works LLC be selected and directed that a professional services agreement be prepared. Information regarding P3 Works LLC and their services may be found on their website www.P3-Works.com.

Attachments: Resolution No. **2018-12-01** and proposed agreement

November 30, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-12-01

Professional Services Agreement – P3 Works, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH P3 WORKS, LLC FOR THE PROVISION OF PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION AND SERVICE AND ASSESSMENT PLAN CONSULTANT SERVICES FOR THE LAKEPOINTE DEVELOPMENT PROJECT; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. The City Council does hereby authorize the Mayor to execute a Professional Services Agreement with P3 Works, LLC for the provision of public improvement district administration and service and assessment plan consultant services for the Lakepointe development project attached hereto as Exhibit “A”.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 4th day of December, 2018.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

APPROVED TO FORM:

City Attorney

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-12-01

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into this _____ day of _____, 201_, by and between P3Works, LLC (“P3Works”), and the City of _____, Texas (“City”).

RECITALS

WHEREAS, the City Council passed Resolution No. _____ on _____, 20__, approving and authorizing the creation of _____ Public Improvement District No. _ ("PID No. _" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to

the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on February 1, ____, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without prior written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days' written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within thirty (30) days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

LIABILITY AND INDEMNIFICATION.

A. LIABILITY - P3WORKS 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 P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

B. GENERAL INDEMNIFICATION - P3WORKS 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 P3WORKS'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 P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

ARTICLE VI

GENERAL PROVISIONS

6.0 This Agreement supersedes any and all agreements, including the Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

6.2 It is expressly understood and agreed that P3Works 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, P3Works 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. P3Works acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and P3Works, its officers, agents, employees, servants, consultants and subcontractor. P3Works further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and P3Works. Neither P3Works, nor any of P3Works'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.

6.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

6.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

6.5 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

6.6 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

6.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall, to the extent permitted by law, be entitled to an award of reasonable attorney's fees and costs.

6.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
350 Rufe Snow Drive
Suite 200
Keller, Texas 76248

To City:

Attn: City Administrator
City of Lavon
120 School Road
Lavon, Texas 75166
TEL: (972) 843-4220
FAX: (972) 843-0396

With a copy to:
Wm. Andrew Messer
Messer, Rockefeller & Fort, PLLC
6371 Preston Rd., Ste. 200
Frisco, TX 75034
Facsimile: 972-668-6414
Email: andy@txmunicipallaw.com

6.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2018:

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

City of _____

BY: _____

Name: _____

Title: _____

**EXHIBIT A
SERVICES TO BE PROVIDED**

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

| <i>Title</i> | <i>Hourly Rate</i> |
|-------------------------|---------------------------|
| <i>Managing Partner</i> | <i>\$250</i> |
| <i>Vice President</i> | <i>\$185</i> |
| <i>Senior Associate</i> | <i>\$160</i> |
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District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and prepare a plan of finance for the proposed transaction, including
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
3. Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

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2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

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BASIC DISTRICT ADMINISTRATION SERVICES

If no bonds are sold:

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If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
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1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
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1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

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1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)

\$7,500 One Time Lump Sum Fee

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.
4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

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**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
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4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: December 4, 2018

ITEM: 8 - B

Item:

Discussion and action regarding Resolution **2018-12-02** authorizing the Mayor to execute a professional services agreement with P3 Works, LLC for the provision of public improvement district administration and service and assessment plan consultant services for the Abston Hills project; and declaring an effective date.

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. 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.

On November 6, 2018, the City Council considered the selection committee's recommendation that P3 Works LLC be selected and directed that a professional services agreement be prepared. Information regarding P3 Works LLC and their services may be found on their website www.P3-Works.com.

Attachments: Resolution No. **2018-12-02** and proposed agreement

November 30, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-12-02

Professional Services Agreement – P3 Works, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH P3 WORKS, LLC FOR THE PROVISION OF PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION AND SERVICE AND ASSESSMENT PLAN CONSULTANT SERVICES FOR THE ABSTON HILLS DEVELOPMENT PROJECT; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. The City Council does hereby authorize the Mayor to execute a Professional Services Agreement with P3 Works, LLC for the provision of public improvement district administration and service and assessment plan consultant services for the Abston Hills development project attached hereto as Exhibit “A”.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 4th day of December, 2018.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

APPROVED TO FORM:

City Attorney

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-12-02

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into this _____ day of _____, 201_, by and between P3Works, LLC (“P3Works”), and the City of _____, Texas (“City”).

RECITALS

WHEREAS, the City Council passed Resolution No. _____ on _____, 20__, approving and authorizing the creation of _____ Public Improvement District No. _ (“PID No. _” or “District”) to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan (“Service and Assessment Plan”), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to

the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on February 1, ____, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without prior written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days' written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within thirty (30) days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

LIABILITY AND INDEMNIFICATION.

A. LIABILITY - P3WORKS 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 P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

B. GENERAL INDEMNIFICATION - P3WORKS 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 P3WORKS'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 P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

ARTICLE VI

GENERAL PROVISIONS

6.0 This Agreement supersedes any and all agreements, including the Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

6.2 It is expressly understood and agreed that P3Works 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, P3Works 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. P3Works acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and P3Works, its officers, agents, employees, servants, consultants and subcontractor. P3Works further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and P3Works. Neither P3Works, nor any of P3Works'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.

6.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

6.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

6.5 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

6.6 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

6.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall, to the extent permitted by law, be entitled to an award of reasonable attorney's fees and costs.

6.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
350 Rufe Snow Drive
Suite 200
Keller, Texas 76248

To City:

Attn: City Administrator
City of Lavon
120 School Road
Lavon, Texas 75166
TEL: (972) 843-4220
FAX: (972) 843-0396

With a copy to:
Wm. Andrew Messer
Messer, Rockefeller & Fort, PLLC
6371 Preston Rd., Ste. 200
Frisco, TX 75034
Facsimile: 972-668-6414
Email: andy@txmunicipallaw.com

6.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2018:

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

City of _____

BY: _____

Name: _____

Title: _____

EXHIBIT A
SERVICES TO BE PROVIDED

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3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
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4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: December 4, 2018

ITEM: 8 – C

Item:

Discussion and action to nominate and appoint a Mayor Pro-Tempore for a term that expires in November 2019.

Background:

The Mayor Pro Tempore (or Mayor Pro Tem) is elected annually by the City Council after the general election. The general election was held on November 6, 2018. The December 4, 2018 meeting is the first regular meeting post-election.

Code Excerpt:

Texas Local Government Code, Section 22.037 (b)

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE.

(a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

Attachments: NA

November 30, 2018



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: December 4, 2018

ITEM: 8 – D

Item:

Discussion and action regarding the extension of the effective date of the preliminary plat for Crestridge Meadows.

Background Information

Owner(s): Starlight Homes Texas, L.L.C.

Applicant: Daniel Satsky, Starlight Homes Texas

Location: Situated south of Bear Creek and east of and in the vicinity of the 10700 block of CR 484

Description: CCAD Tract 114, Drury Anglin Survey, A-2,
Collin County, Texas (40.113 acres out of 75.249 acres)
CCAD Parcel ID: 2773841

Current Zoning: (PD) Planned Development – Residential

Request: Consideration of a request to extend the effective date of the preliminary plat.

Request Details

On July 18, 2017, the City Council approved the preliminary plat of the Crestridge Meadows addition.

Code Excerpt:

City of Lavon –Subdivision Ordinance

Section 4.03 PRELIMINARY PLAT

(h) Approval. The approval of the preliminary plat by the City Council shall be effective for a period of one hundred eighty (180) days after the approval date, unless reviewed by the City Council in the light of new or significant information, which would necessitate the revision of the preliminary plat, such revision being subject to the same procedures as the original preliminary plat.

If a final plat for the subdivision, or a portion thereof has not been submitted, or if a change in requirements has not occurred which would affect the preliminary plat, at the end of the one hundred eight [eighty] (180) days after approval, then the City Council will declare the preliminary plat null and void, unless the subdivider has, in writing, requested and received an extension of time.

Staff Notes:

The developer submitted a written request for the extension of the effective date of the preliminary plat. Approval is recommended.

It is further recommended that the staff be directed to prepare an amendment to the Subdivision Code extending the approval period of the preliminary plat as 180 days.

- Attachments:**
- 1) Developer Request for Extension
 - 2) Preliminary Plat

November 30, 2018

Kim Dobbs

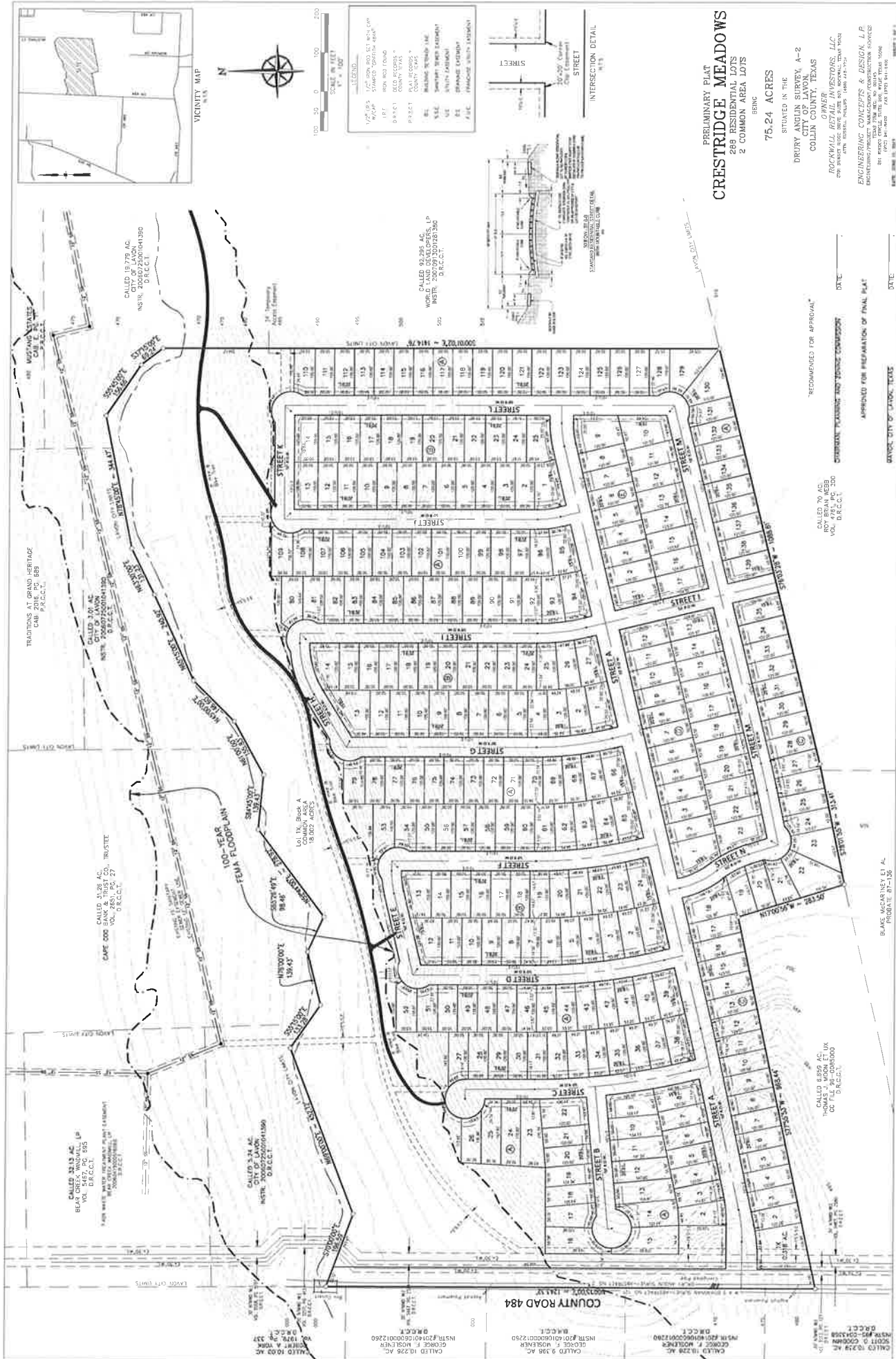
From: Todd Winters [todd@ecdip.com]
Sent: Wednesday, November 21, 2018 11:02 AM
To: Kim Dobbs
Subject: Crestridge Meadows

Kim,
Please allow this email to serve as our formal request from Aston Woods to extend the preliminary plat approval for this project.
Please let me know if you need anything additional from us.
Thanks,
Todd

Todd Winters, P.E.



201 Windco Circle, Suite 200, Wylie, TX 75098
972-941-8400 Office
972-941-8401 Fax
972-941-8402 Direct
469-964-5693 Cell
todd@ecdip.com



PRELIMINARY PLAT

CRESTRIDGE MEADOWS

289 RESIDENTIAL LOTS
2 COMMON AREA LOTS
BEING
75.24 ACRES

SITUATED IN THE
DRURY ANGLIN SURVEY, A-2
COLLIN COUNTY, TEXAS

OWNER
ROCKWALL RETAIL INVESTORS, LLC
4700 METCALLE AVENUE, SUITE 1000
ROCKWALL, TEXAS 75087-1000

ENGINEERING CONSULTANTS & DESIGN, L.P.
300 WEST 12TH STREET, SUITE 1000
DALLAS, TEXAS 75202-3000
REGISTERED PROFESSIONAL ENGINEERS
STATE NO. 114735
ISSUED: 08/11/16

DATE: 08/11/16

RECOMMENDED FOR APPROVAL
DATE: _____

CALL TO AC
VOL. 475, PG. 300
D.E.C.C.T.

COMMON HOUSING AND ZONING COMMISSION
DATE: _____

APPROVED FOR PREPARATION OF FINAL PLAT
DATE: _____

BLAKE MACIAS, ET AL.
PROBATE 017-136

CALL TO AC
VOL. 475, PG. 300
D.E.C.C.T.

APPROVED FOR PREPARATION OF FINAL PLAT
DATE: _____

CALL TO AC
VOL. 475, PG. 300
D.E.C.C.T.



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: December 4, 2018

ITEM: 8 - E

Item:

Discussion and action regarding Resolution No. **2018-12-03** authorizing the Mayor to execute a Facilities Development Agreement for Crestridge Meadows, Phase 1.

Background Information

Owner(s): Starlight Homes Texas, L.L.C.

Applicant: Daniel Satsky, Starlight Homes Texas

Location: Situated south of Bear Creek and east of and in the vicinity of the 10700 block of CR 484

Description: CCAD Tract 114, Drury Anglin Survey, A-2,
Collin County, Texas (40.113 acres out of 75.249 acres)
CCAD Parcel ID: 2773841

Current Zoning: (PD) Planned Development – Residential

Request: Facilities Development Agreement

In connection with the final plat of the Crestridge Meadows, Phase 1 Addition, a Facilities Development Agreement is provided for the Council's consideration. The agreement includes provisions relating to infrastructure installation, offsite infrastructure and capacity.

The City Attorney has reviewed the agreement and approval is recommended.

Attachments: Resolution and Agreement

November 30, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-12-03

Facilities Development Agreement – Crestridge Meadows

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE
A FACILITIES DEVELOPMENT AGREEMENT WITH
DEVELOPER OF CRESTRIDGE MEADOWS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. The City Council has reviewed and desires to authorize the Mayor to execute the Facilities Development Agreement attached hereto as Exhibit “A”.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon,
Texas on the 4th day of December, 2018.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2018-12-03

EXHIBIT A

FACILITIES DEVELOPMENT AGREEMENT

FACILITIES DEVELOPMENT AGREEMENT

A **FACILITIES DEVELOPMENT AGREEMENT** (the "Agreement") between the City of Lavon, Texas, a general law municipality located within Collin County, Texas, (the "City"), and the undersigned Developer, (the "Developer"), (the City and the Developer each individually, a "Party" and collectively the "Parties") of Crestridge Meadows, (the "Addition") to the City of Lavon, Collin County, Texas, for the installation of certain community facilities located therein and described herein, and to provide city services thereto. It is understood by and between the Parties that this Agreement is applicable to the 276 lots contained within the Addition and to the off-site improvements necessary to support the Addition to be effective on the _____ day of _____, 2018 (the "Effective Date").

RECITALS

WHEREAS, the City is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas within Collin County, Texas; and

WHEREAS, the Developer is a Texas _____ corporation whose principal office is located in _____, Texas; and

WHEREAS, the Developer plans to develop in an approximately 75.249-acre tract of land more particularly described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** attached hereto (the "Property"); and

WHEREAS, as of the Effective Date, _____ owns the Property; and

WHEREAS, the Bear Creek Special Utility District ("BCSUD") holds a water certificate of convenience and necessity (a "CCN") for the property; and

WHEREAS, the parties intend for the City to be the retail provider of sewer service to the Property; and

WHEREAS, the development of the Property will require the following improvements to specific roads, sewer, water, drainage – attached hereto as **Exhibit B**; and

WHEREAS, the development of the property will require certain on-site public improvements including streets and roads; drainage; water; sanitary sewer and other utility systems; parks, open space, landscaping and trail systems; and land for on-site public improvements, described on **Exhibit C** (collectively, the "On-Site Public Improvements"); and

WHEREAS, certain off-site public improvements necessary to provide adequate access and bring water and sanitary sewer service to the Property, as further described on **Exhibit D** (collectively, the "Off-Site Public Improvements"); and

WHEREAS, the Off-Site Public Improvements will be constructed within existing right-of-way or will be constructed in easements; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon such Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

I. REPRESENTATIONS

- A. Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.
- B. Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been authorized to do so.

II. GENERAL REQUIREMENTS

- A. It is agreed and understood by the Parties hereto that the Developer shall employ, at its sole cost, a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all facilities covered by this Agreement.
- B. The Developer agrees to cause to be furnished to the City maintenance bonds, letters of credit or cash escrow amounting to 100% of the cost of construction of underground utilities and 100% of the construction cost for paving. These maintenance bonds, letters of credit or cash escrow will be for a period of two (2) years and will be issued prior to the final City acceptance of the public improvements. The maintenance bonds, letters of credit or cash escrow will be supplied to the City by the contractors performing the work, and the City will be named as the beneficiary if the contractors fail to perform any required maintenance.
- C. It is further agreed and understood by the Parties hereto that upon acceptance of City public infrastructure by the City, title to all facilities and improvements mentioned hereinabove shall be vested in the City and Developer hereby

relinquishes any right, title or interest in and to said facilities or any part thereof. It is further understood and agreed that until the City accepts such improvements, the City shall have no liability or responsibility in connection with any such facilities. Acceptance of the facilities shall occur at such time that the City, through its City Administrator or his duly authorized representative, provides Developer with a written acknowledgement that all facilities are complete, have been inspected and approved and are being accepted by the City. The Developer agrees that the exactions on this project are roughly the same as the improvements in the subdivision.

D. On all public facilities included in this Agreement for which Developer awards his own construction contract, Developer agrees to the following procedure:

1. Developer agrees to pay the following:
 - a. Inspection fees equal to four percent (4%) of the project cost of the street, drainage and sanitary sewer facilities, on all facilities included in this Agreement for which Developer awards his or her own construction contract, to be paid prior to construction of each phase and based on actual bid construction cost;
 - b. All Third-Party Laboratory Testing (e.g. subgrade density, concrete strength, pipeline testing, etc.);
 - c. The additional charge for inspections during Saturday, Sunday, holidays, and outside of normal working hours;
 - d. Any charges for re-testing as a result of failed tests;
 - e. All gradation tests required to insure proper cement and/or lime stabilization.
2. The Developer agrees to hire a City-approved laboratory to conduct the following and Developer will be billed directly by the vendor:
 - a. All nuclear density tests on the roadway subgrade ;
 - b. Technicians time for preparing concrete cylinders;
 - c. Concrete cylinder tests and concrete coring samples; and
 - d. Pipeline, manhole, related infrastructures tests, etc.

The City can delay connection of buildings to sanitary sewer service lines constructed under this Agreement until said sanitary sewer service lines have been completed to the satisfaction of and acceptance by the City. In addition, acceptance of the water mains by the BCSUD must be provided. **IN THE EVENT THAT SUCH CONNECTION TO SANITARY SEWER SERVICE LINES IS DELAYED BY THE CITY, THE DEVELOPER AGREES TO RELEASE, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DELAYS IN PROVIDING SANITARY SEWER SERVICE.**

- E. The Developer and any third-party, independent entity engaged in the construction of houses, (hereinafter referred to as "Builder") will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in said Addition which have not been sold to third parties. After fifteen (15) days' written notice, should the Developer or Builder fail in this responsibility, the City may contract for this service and bill the Developer or Builder for reasonable costs. Should such cost remain unpaid for 120 days after written notice, the City can file a lien on such property so maintained.
- F. Any guarantee of payment instrument (Performance Bond, Letter of Credit, etc.) submitted by the Developer or Contractor on a form other than the one which has been previously approved by the City as "acceptable" shall be submitted to the City Attorney and this Agreement shall not be considered in effect until such City Attorney has approved the instrument. Approval by the City shall not be unreasonably withheld or delayed.
- G. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City Administrator, shall retain the right to reject any surety company as a surety for any work under this or any other Developer's Agreement within the City regardless of such company's authorization to do business in Texas. Approval by the City shall not be unreasonably withheld or delayed.

III. FACILITIES

A. ON SITE WATER

The Developer hereby agrees to install water facilities to service lots as shown on the final plat of the Addition. Water facilities will be installed in accordance with plans and specifications to be prepared by the Developer's engineer and released by the City after BCSUD review and approval. Further, the Developer agrees to complete this installation in accordance with the latest requirements of BCSUD, city ordinance or regulations and shall be solely responsible for all construction costs, materials and engineering.

B. DRAINAGE

Developer hereby agrees to construct the necessary drainage facilities within the Addition. These facilities shall be in accordance with the plans and specifications to be prepared by Developer's engineers, and approved by the City. Plans and specifications shall conform to current City Design Standards in effect at the time of Final Plat submission. The Developer hereby agrees to fully comply with all EPA and TCEQ requirements relating to the planning, permitting and management of storm water which may be in force at the time that development proposals are being presented for approval by the City. The Developer hereby agrees to comply with all provisions of the Texas Water Code. All drainage shall conform to current (at time of Final Plat submission) iSWMM standards as approved by the North Central Texas Council of Governments.

C. LAW COMPLIANCE

Developer hereby agrees to comply with all federal, state, and local laws that are applicable to development of this Addition.

D. STREETS

1. The street construction in the Addition shall conform to the requirements in accordance with plans and specifications to be prepared by the Developer's engineer and approved by the City. Plans and specifications shall conform to current City Design Standards in effect at the time of Final Plat submission.
2. The Developer will be responsible for:
 - a. Installation and one-year operation cost of street lights, which is payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge will be made for street lights for the one-year duration.
 - b. Installation of all street signs designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard to fully comply with City Ordinances.
 - c. Installation of all regulatory signs recommended based upon the Texas Manual of Uniform Traffic Control Devices (TMUTCD), latest edition, as prepared by the Developer's engineer by an engineering study or direction by the Director of Public Works. It is understood that Developer may put in signage having unique architectural features, however, should the signs be moved or destroyed by any means the City is only responsible for replacement of standard signage.
3. All street improvements will be subject to inspection and approval by the City. No work shall begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are programmed. It is understood by and between the Developer and the City that this requirement is aimed at substantial compliance with the majority of the pre-planned facilities.

It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City as quickly as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. SANITARY SEWER FACILITIES

The Developer hereby agrees to install on-site sanitary sewer collection facilities to service lots as shown on the final plat of the Addition. Sanitary sewer facilities will be installed in accordance with the plans and specifications to be prepared by the Developer's engineer and approved by the City. Plans and specifications shall conform to current City Design Standards in effect at the time of Final Plat submission. Further, the Developer agrees to complete this installation in compliance with all applicable city ordinances, regulations and codes and shall be responsible for all construction costs, materials and engineering. In the event that certain sewer lines are to be oversized because of City requirements, the City will reimburse the Developer for the oversize cost greater than the cost of a 12" line.

F. EROSION CONTROL

During construction of the Addition and after the streets have been installed, the Developer agrees to keep the streets free from soil build-up. The Developer agrees to use soil control measures, such as those included in the NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Division 1000 EROSION AND SEDIMENT CONTROL to prevent soil erosion. It will be the Developer's responsibility to present to the City a soil control development plan that will be implemented for this Addition. When in the opinion of the Director of Public Works there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the Developer, the Developer will have seventy-two (72) hours to clear the soil from the streets or affected areas. If the Developer does not remove the soil from the street within 72 hours, the City may cause the soil to be removed either by contract or City forces and place the soil within the Addition at the Developer's expense. All expenses must be paid to the City prior to acceptance of the Addition.

After construction of the Addition and prior to acceptance by the City, the Developer agrees to have a permanent erosion control plan prepared and approved by the City and have the plan installed and working, effectively, in the opinion of the Director of Public Works. This erosion control will prevent soil erosion from the newly created lots from washing into street rights of way, drainage ways or other private property.

G. AMENITIES

It is understood by and between the City and Developer that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, and walls and may incorporate specialty signage and accessory facilities. The Developer agrees to accept responsibility, at its sole cost, for the construction and maintenance of all such aesthetic or specialty item such as walls, vegetation, signage, and landscaping, street furniture, pond and lake improvements until such responsibility is turned over to a homeowners association.

H. USE OF PUBLIC RIGHT-OF-WAY

It is understood by and between the City and Developer that the Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the Addition. The Developer agrees to maintain these amenities, at its sole cost, until such responsibility is turned over to a homeowners association. **THE DEVELOPER AND HIS SUCCESSORS AND ASSIGNS UNDERSTAND THAT THE CITY SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF THESE AMENITIES UNDER ANY CIRCUMSTANCES AND FURTHER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER BY REASON OF INJURY TO PROPERTY OR THIRD PERSON OCCASIONED BY ITS USE OF THE PUBLIC RIGHT-OF-WAY WITH REGARD TO THESE IMPROVEMENTS AND THE DEVELOPER SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ALL SUCH CLAIMS AND DEMANDS.**

I. START OF CONSTRUCTION

Before the construction of the streets, sanitary sewer, or drainage facilities can begin, the following shall take place:

1. At least three (3) sets of construction plans to be stamped "Released for Construction" by the Director of Public Works must be submitted.
2. All fees required to be paid to the City.
3. Developer Agreement must be executed.
4. The Developer, or contractor, shall furnish to the City a policy of general liability insurance, naming the City as co-insured, prior to commencement of any work. All insurance must meet the **Requirements of Contractor's Insurance** attached hereto as **Exhibit E** and incorporated herein for all purposes.
5. A pre-construction meeting between Developer and City is required. Developer or contractor shall furnish to the City a list of all subcontractors and suppliers, which will be providing greater than a \$1,000 value to the Addition.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY

OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES, SAID INDEMNIFICATION TO REMAIN IN EFFECT UNTIL THE CITY ACCEPTS THE ADDITION.

B. DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED

BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

(b) THIS SECTION IV(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- C. Venue of any action brought hereunder shall be in Lavan, Collin County, Texas.
- D. Approval by the Director of Public Works or other City employee of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that approval by the Director of Public Works signifies the City's approval on only the general design concept of the improvements to be constructed.
- E. This Agreement or any part herein, or any interest herein, shall not be assigned by the Developer without the express written consent of the City Administrator, which shall not be unreasonably withheld or delayed.
- F. On all facilities included in this Agreement for which the Developer awards its own construction contract, the Developer agrees to employ a construction contractor who is approved by the City, and whose approval shall not be unreasonably withheld or delayed, said contractor to meet City and statutory requirements for being insured, licensed and bonded to do work in public streets and to be qualified in all respects to bid on public streets and to be qualified in all respects to bid on public projects of a similar nature. A policy of general liability insurance is also required of the Contractor.
- G. Time is of the essence. Work performed under the Agreement shall be completed within two (2) years from the date thereof. In the event the work is not completed within the two (2) year period, the City may, at its election, draw on the performance bond, Letter of Credit, or other acceptable security provided by Developer and complete such work at Developer's expense, provided however, that if the construction under this Agreement shall have started within the two (2)

year period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies in effect at that time.

- H. The City is an exempt organization under Section 151.309, Tax Code, and the facilities constructed under this Agreement will be dedicated to public use and accepted by the City upon acknowledgement by the City of completion under Paragraph 1.F.
 - 1. The purchase of tangible personal property, other than machinery or equipment and its accessories, repair, and replacement parts, for use in the performance of this Agreement is, therefore, exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
 - a. necessary and essential for the performance of the Agreement; and
 - b. completely consumed at the job site.
 - 2. The purchase of a taxable service for use in the performance of this Agreement is exempt if the service is performed at the job site and if:
 - a. this Agreement expressly requires the specific service to be provided or purchased by the person performing the Agreement; or
 - b. the service is integral to the performance of the Agreement.
- I. Prior to final acceptance of the Addition, the Developer shall provide to the City two (2) hard copies and two (2) DVD or flash-drive type media of electronic (.pdf) of Record Drawings of the Addition, showing the facilities as actually constructed.
- J. Such drawings will be stamped and signed by a Texas registered professional civil engineer. In addition, the Developer shall provide CAD base map files showing all lot lines, easements, streets and utilities and tie in to the state Plane Coordinate System.
- K. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

| | |
|--------------|--|
| To the City: | Attn: City Administrator City of Lavon 120 School Road Lavon, Texas 75166 TEL: (972) 843-4220 FAX: (972) 843-0397 |
|--------------|--|

With a copy to: Attn: Wm. Andrew Messer
Messer, Rockefeller & Fort, P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: andy@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer: Attn: _____

Email: _____
TEL: _____

- L. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- M. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.
- N. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- O. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall

be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- P. 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.
- Q. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.
- R. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- S. The following Exhibits are attached to this Agreement and are part of this Agreement:

| | |
|-----------|--|
| Exhibit A | Metes and Bounds Description of Property |
| Exhibit B | Depiction of Property |
| Exhibit C | On-Site Public Improvements |
| Exhibit D | Off-Site Public Improvements |
| Exhibit E | Insurance Requirements |

V. OTHER ISSUES

A. OFF-SITE DRAINAGE

Improvements will be provided in accordance with the flood study as approved by the City Engineer.

B. OFF-SITE SANITARY SEWER

The existing 15" Sanitary Sewer line generally serves the Grand Heritage development area. There is no available capacity to serve areas outside of the original 440 Acre service area. Therefore, the Developer will construct a minimum 8" Sanitary Sewer line, or as otherwise agreed, extending from a point north of the Garland Power & Light easement to

the Bear Creek Wastewater Treatment Plant lift station (approximately 500 linear feet) generally along and parallel to the existing sanitary sewer line. The alignment and connections will be coordinated with the City Engineer. The Developer agrees to upsize the sanitary sewer line if requested by the City. The Developer shall be reimbursed by the City for upsizing costs where such upsizing is required by the City Engineer.

In addition, the impact of this Addition on the future Bear Creek Trunk Sewer has been established at \$90,000. This includes the Addition's portion of lines BC1-M through BC1-R as identified in the updated Bear Creek Trunk Sewer memorandum dated April 30, 2018, as prepared by Freeman-Millican, Inc.

C. PARK LAND

The Developer shall construct, own and maintain, at its sole cost, an eight foot (8') concrete trail as depicted on the approved concept plan. The trail design shall be approved by the City Engineer. The trails shall be owned and maintained by the Homeowners Association and shall be open to the public's use.

The Homeowners Association shall own and maintain the common areas, any medians, the landscape buffers abutting public roadways and the open space dedicated along the western boundary of the development.

Signature Pages Follow

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:

By: _____

Title: _____

Address: _____

STATE OF TEXAS
COUNTY OF COLLIN

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

CITY OF LAVON, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

Date: _____

STATE OF TEXAS
COUNTY OF COLLIN

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

REQUIREMENTS FOR CONTRACTOR'S INSURANCE

Contractor's Insurance

1. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract, the CONTRACTOR shall purchase and maintain the following minimum insurance coverages with companies duly approved to do business in the State of Texas and satisfactory to the CITY. In this section "Project" shall mean the public facilities to be constructed by Developer or under Developer's contract with a CONTRACTOR. Coverages shall be of the following types and not less than the specified amounts:

- a. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the CITY; employer's liability insurance of not less than the minimum statutory amounts.
- b. Commercial general liability insurance, including premises- operations; independent CONTRACTOR's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring CONTRACTOR's (or Subcontractor's) liability for injury to or death of CITY's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate\$2,000,000

Bodily Injury \$1,000,000 Each Occurrence

Property Damage \$1,000,000 Each Occurrence

Products-Components/Operations Aggregate..\$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

(With Employment Exclusion deleted)

Each Occurrence \$ 1,000,000

Contractual Liability:

Bodily Injury \$1,000,000 Each occurrence

Property Damage \$1,000,000 Each occurrence

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with CITY.

- c. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person),

and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

d. Property Insurance (Builder's All Risk)

- (i) CONTRACTOR shall purchase and maintain, at all times during the term of its Contract with the Developer property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the CITY has an insurable interest in the property required by this paragraph to be covered, whichever is later. This insurance shall include interests of the CITY, the CONTRACTOR, Subcontractors and Sub-Subcontractors in the Project.
- (ii) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such insured loss.
- (iii) If the insurance required by this paragraph requires deductibles, the CONTRACTOR shall pay costs not covered because of such deductibles.
- (iv) This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

d. OWNER's Protective Liability Insurance:

- (i) CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under the contract between the CONTRACTOR and the Developer, a CITY's protective liability insurance policy naming the CITY as insured for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR's operations under the contract.
- (ii) Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR's liability insurance with a combined bodily injury

and property damage minimum limit of \$1,000,000 per occurrence.

e. "Umbrella" Liability Insurance:

The CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the term of the Contract between the CONTRACTOR and the Developer, insuring CONTRACTOR for an amount of not less than **\$5,000,000 per occurrence combined** limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Policy Endorsements

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
 - a. name the CITY as an additional insured as to all applicable policies;
 - b. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to CITY is required;
 - c. the term "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the CITY and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the CITY;
 - d. the policy phrase "other insurance" shall not apply to the CITY where the CITY is an additional insured on the policy.

2. *Special Conditions*

- a. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
 - i. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. The CITY's decision thereon shall be final;
 - ii. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - iii. all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- b. CONTRACTOR agrees to the following:
 - i. **CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the CITY, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;**

- ii. companies issuing the insurance policies and CONTRACTOR shall have no recourse against the CITY for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- iii. approval, disapproval or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR (or any Subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents or this Agreement. Neither shall be bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability;
- v. deductible limits on insurance policies exceeding \$10,000 require approval of the CITY;
- vi. any of such insurance policies required under this paragraph may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;
- vii. prior to commencement of operations pursuant to this Contract, the Developer or the Developer's CONTRACTOR shall furnish the CITY with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement;
- viii. CONTRACTOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverages to the CITY in a timely manner;
- ix. CONTRACTOR agrees to either require its Subcontractors to maintain the same insurance coverage and limits as specified for the CONTRACTOR or coverage of Subcontractors shall be provided by the Contract; and
- x. Prior to the effective date of cancellation, CONTRACTOR shall deliver to the CITY a replacement certificate of insurance or proof of reinstatement.



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: December 4, 2018

ITEM: 8 - F

Item:

Discussion and action regarding the Final Plat of the Crestridge Meadows, Phase 1 addition on 40.113 acres of land situated in the Drury Anglin Survey, Abstract No. 2 (CCAD Property ID 2773841), south of Bear Creek and east of and in the vicinity of the 10700 block of CR 484, City of Lavon, Collin County, Texas.

Background Information

- Owner(s):** Starlight Homes Texas, L.L.C.
- Applicant:** Daniel Satsky, Starlight Homes Texas
- Location:** Situated south of Bear Creek and east of and in the vicinity of the 10700 block of CR 484
- Description:** CCAD Tract 114, Drury Anglin Survey, A-2,
Collin County, Texas (40.113 acres out of 75.249 acres)
CCAD Parcel ID: 2773841
- Current Zoning:** (PD) Planned Development – Residential
- Request:** Consideration of a Final Plat

Request Details

The applicant has submitted a final plat for Phase 1 of a residential development consisting of 140 residential lots and 3 common area lots on 40.113 acres. The final plat conforms to the approved zoning and preliminary plat.

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

ABF – Final Plat – Crestridge Meadows, Phase 1

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:

On July 18, 2017, the City Council approved the preliminary plat of the Crestridge Meadows addition. The proposed development contains 274 residential lots on 75.24 acres. Primary access to the development is provided on CR 484 and a through connection will be constructed to the west in the subsequent phase. The Phase 1 final plat is submitted for 140 lots a single lot in the development.

The development will provide for the extension of public infrastructure systems for water, sanitary sewer and trails. A facilities development agreement outlining specific public infrastructure requirements related to the development will be considered by the City Council in conjunction with the final plat.

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

Planning & Zoning Commission Action:

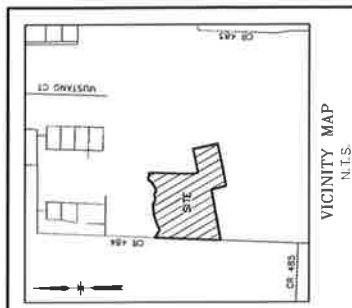
MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE CRESTRIDGE MEADOWS, PHASE 1 ADDITION SOUTH OF BEAR CREEK AND EAST OF AND IN THE VICINITY OF THE 10700 BLOCK OF CR 484, CITY OF LAVON, COLLIN COUNTY, TEXAS, SUBJECT TO THE CITY COUNCIL EXTENSION OF THE EFFECTIVE DATE OFD THE PRELIMINARY PLAT AND APPROVAL OF A FACILITY DEVELOPMENT AGREEMENT.

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

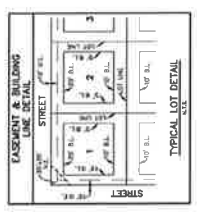
Approval is recommended subject to the City Council extension of the effective date of the preliminary plat and approval of a facilities development agreement.

- Attachments:**
1. Final Plat
 2. Location Exhibits
 3. Application
 4. Engineer’s correspondence
 5. Planning & Zoning Commission Report

November 30, 2018



- LEGEND**
- 1. 2" OR 4" DIA. SET WITH CAP STAMPED "LAND SURVEYING COMPANY, LLC"
 - 2. IRON PIN OR CHAIR
 - 3. IRON PIN OR CHAIR WITH PLATE STAMPED "LAND SURVEYING COMPANY, LLC"
 - 4. IRON PIN OR CHAIR WITH PLATE STAMPED "LAND SURVEYING COMPANY, LLC"
 - 5. IRON PIN OR CHAIR WITH PLATE STAMPED "LAND SURVEYING COMPANY, LLC"
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 - 8. IRON PIN OR CHAIR WITH PLATE STAMPED "LAND SURVEYING COMPANY, LLC"
 - 9. IRON PIN OR CHAIR WITH PLATE STAMPED "LAND SURVEYING COMPANY, LLC"
 - 10. IRON PIN OR CHAIR WITH PLATE STAMPED "LAND SURVEYING COMPANY, LLC"



- NOTES**
1. Easements are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Zone North Central Zone FZM, Lambert Conformal Conic, Feet (1083-107).
 2. A 5/8-inch iron rod with cap stamped "LAND SURVEYING COMPANY, LLC" will be set at each corner of the lot. The iron rod shall be set at the center of the corner. The iron rod shall be set at the center of the corner. The iron rod shall be set at the center of the corner.
 3. By graphic pointing parts of the parcel appraiser person file within Special Flood Incorporated Areas, Flood Insurance Rate Map, Map Number 45055C040A, dated June 2, 2009, as published by the Federal Emergency Management Agency.
 4. Common Areas Lot 1X, Block B, Lot 12X, Block D, Lot 12X, Block D, Lot 1X, Block F.
 5. This plat is subject to the rules and regulations of the Texas Department of Transportation and the Texas Department of Transportation. This plat is subject to the rules and regulations of the Texas Department of Transportation and the Texas Department of Transportation.
 6. This property is subject to the PD ordinances for Crestridge Meadows Ordinance No. 2007-05-003.
 7. The City of Lanyon, Texas, hereby certifies that the plat is correct and true to the best of its knowledge and belief.
 8. The plat is subject to the rules and regulations of the Texas Department of Transportation and the Texas Department of Transportation.

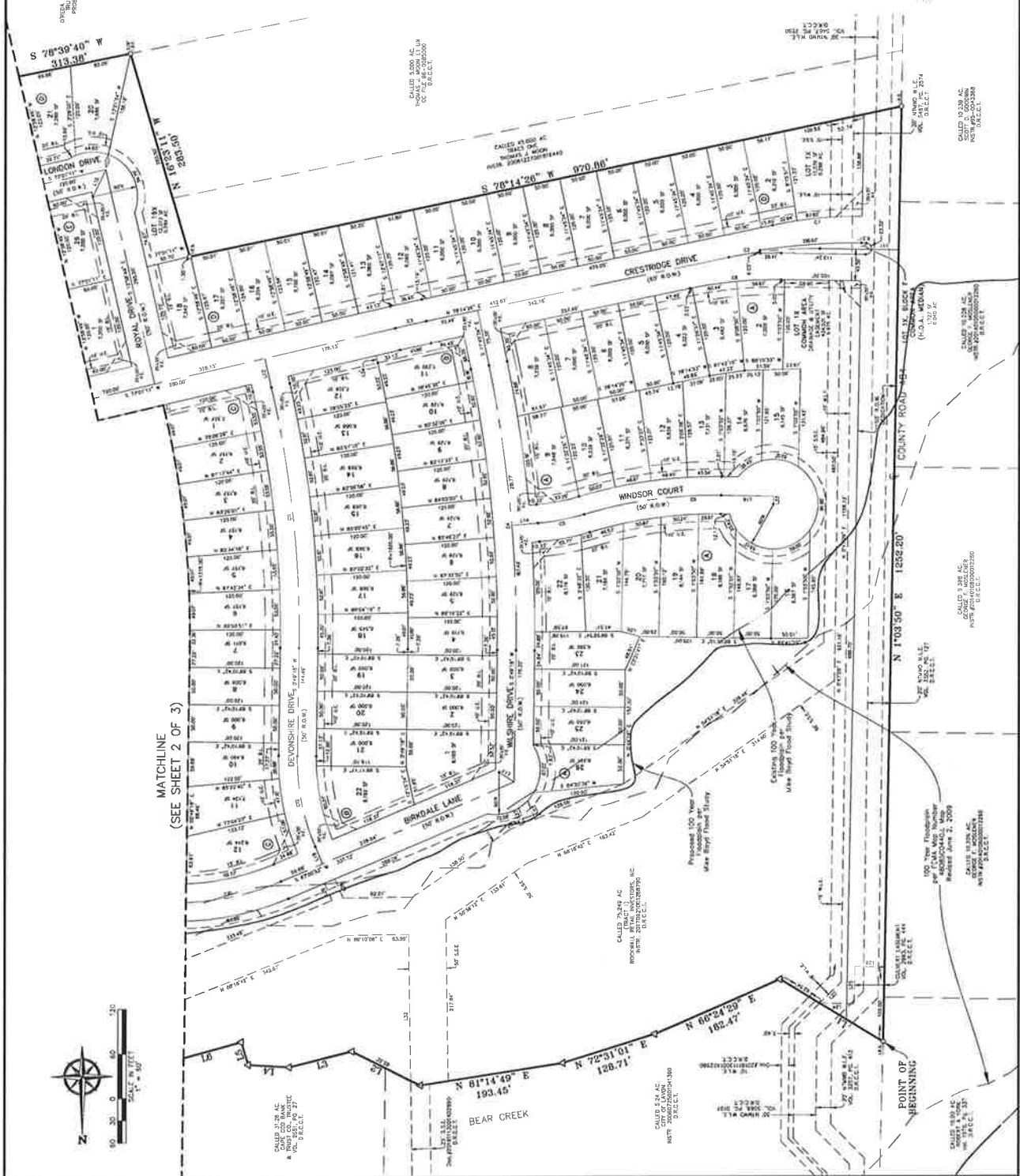
FINAL PLAT
CRESTRIDGE MEADOWS
PHASE ONE
 140 RESIDENTIAL LOTS
 4 COMMON AREA LOTS
 40.112 ACRES
 SITUATED IN THE
 COUNTY OF LAYON, TEXAS

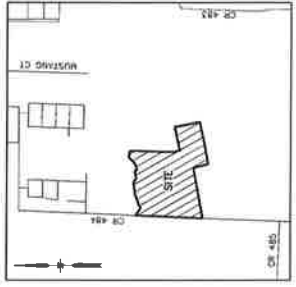
OWNER
STRATTON JONES TEXAS, LLC
 1800 DALLAS STREET, SUITE 100
 DALLAS, TEXAS 75244

LAND SURVEYOR
LAND SURVEYING COMPANY, LLC
 1800 DALLAS STREET, SUITE 100
 DALLAS, TEXAS 75244

OWNER
STRATTON JONES TEXAS, LLC
 1800 DALLAS STREET, SUITE 100
 DALLAS, TEXAS 75244

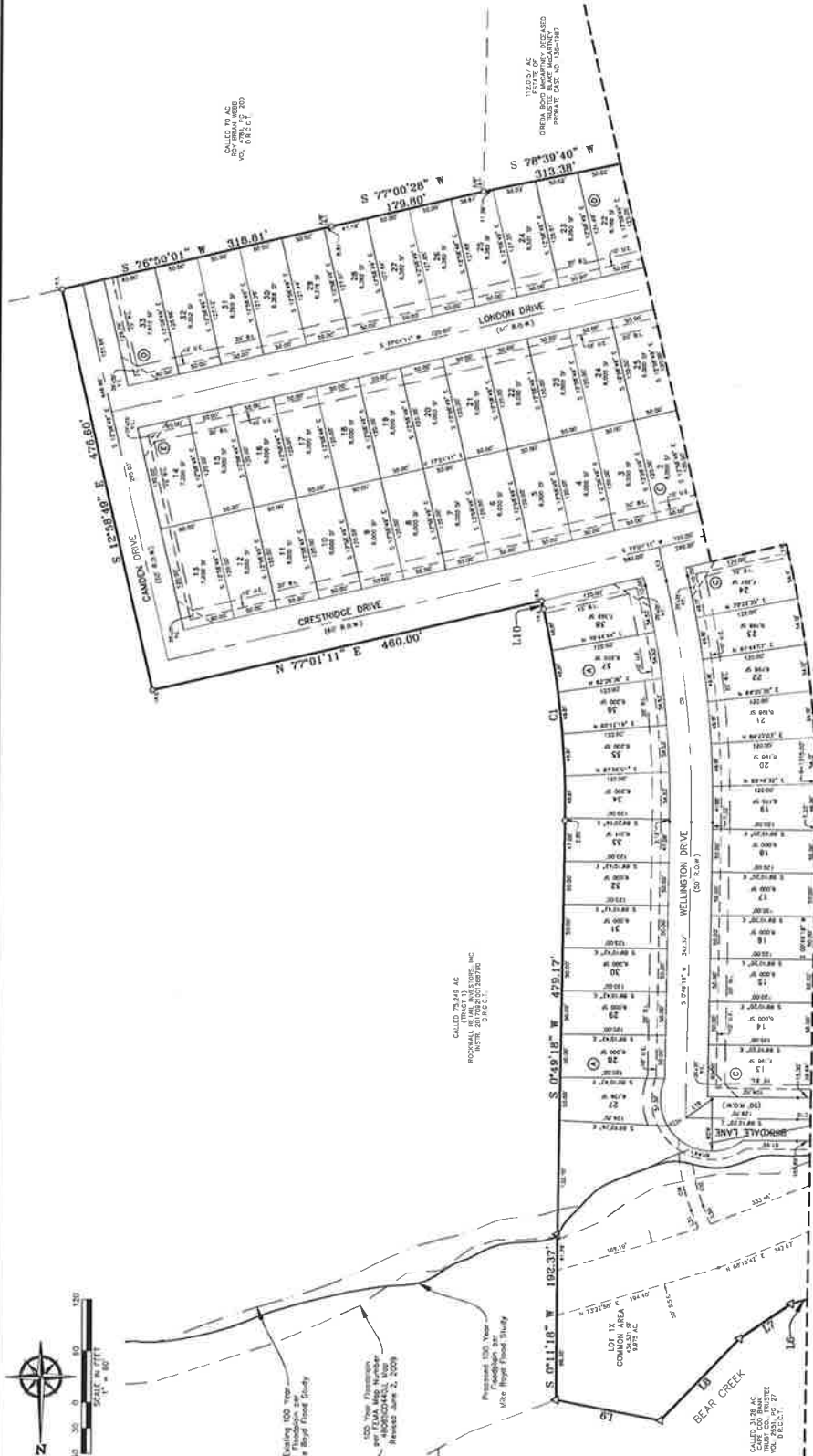
LAND SURVEYOR
LAND SURVEYING COMPANY, LLC
 1800 DALLAS STREET, SUITE 100
 DALLAS, TEXAS 75244





VICINITY MAP
N.T.S.

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| 1 | S 89°49'41" E | 162.07 |
| 2 | S 82°31'14" E | 101.47 |
| 3 | N 76°48'17" E | 88.27 |
| 4 | S 82°31'14" E | 101.47 |
| 5 | S 77°00'25" E | 179.00 |
| 6 | S 76°48'17" E | 88.27 |
| 7 | S 82°31'14" E | 101.47 |
| 8 | S 89°49'41" E | 162.07 |
| 9 | S 89°49'41" E | 162.07 |
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| 93 | S 89°49'41" E | 162.07 |
| 94 | S 89°49'41" E | 162.07 |
| 95 | S 89°49'41" E | 162.07 |
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| 97 | S 89°49'41" E | 162.07 |
| 98 | S 89°49'41" E | 162.07 |
| 99 | S 89°49'41" E | 162.07 |
| 100 | S 89°49'41" E | 162.07 |



MATCHLINE
(SEE SHEET 1 OF 3)

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| 12/12/11 | ... | ... | ... |

FINAL PLAT
CRESTRIDGE MEADOWS
PHASE ONE
140 RESIDENTIAL LOTS
4 COMMON AREA LOTS
BEING
40.113 ACRES

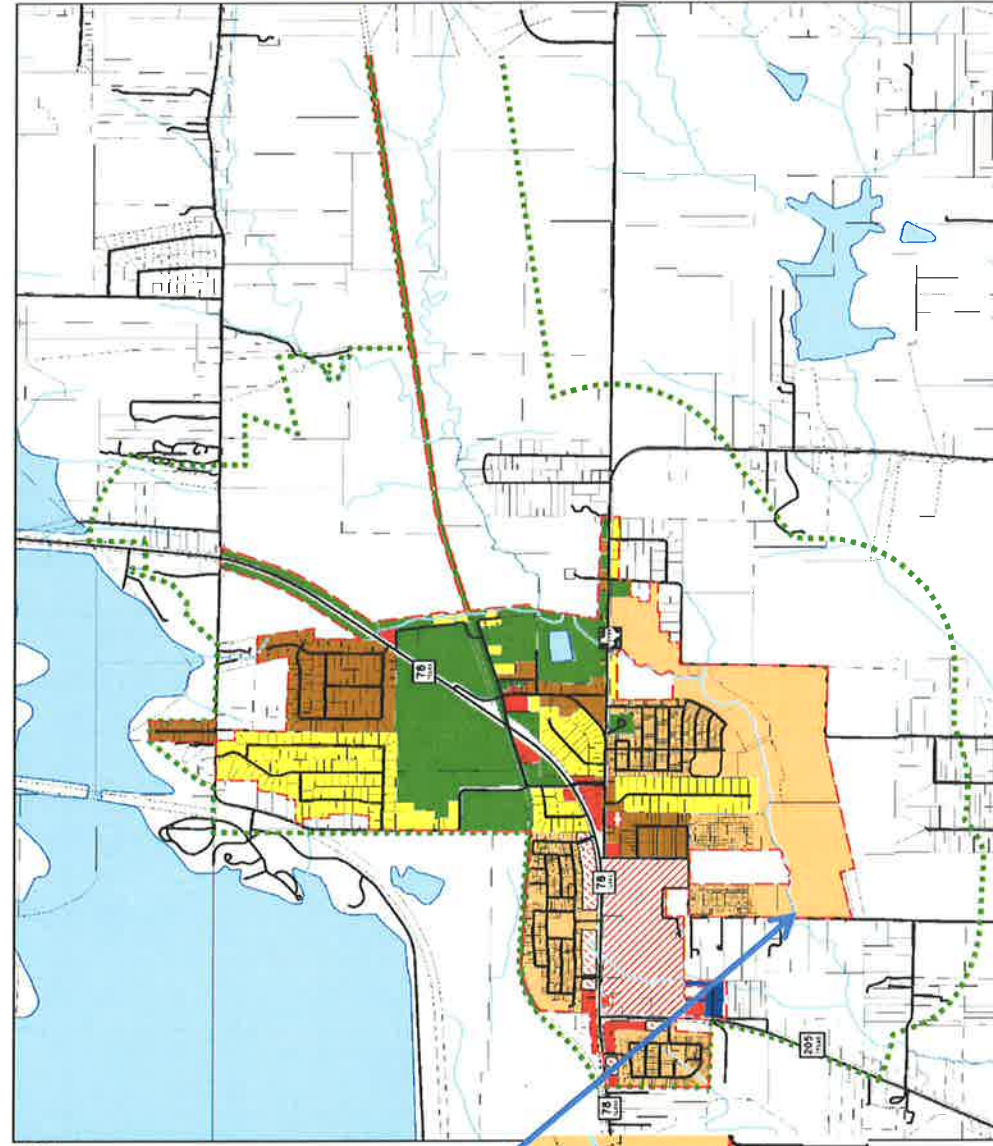
DRURY ANGLIN SURVEY, INSTR. NO. 2
CITY OF LAVON, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
2010 W. STATE ST. SUITE 200
DALLAS, TEXAS 75201
(972) 941-8400 FAX (972) 941-8401

SPALACHT HOMES, TEXAS, LLC
OWNER
1800 DALLAS, TEXAS 75201
972-984-6585

HAMS SURVEYING CO., LLC
REGISTERED PROFESSIONAL SURVEYOR
14141 HARMON, SUITE 200
DALLAS, TEXAS 75244
972-252-2644
FAX 972-252-2644

Zoning Map

Crestridge Meadows



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



Legend

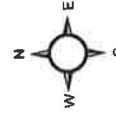
- Agricultural (A)
- Single Family-1 (SF-1)
- Single Family-2 (SF-2)
- Retail (R)
- Planned Development – Single Family (PD-SF)
- Planned Development – Mixed Use (PD-MU)
- Planned Development – Commercial (PD-C)
- Planned Development – Business (PD-B)
- Lovon City Limits

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

Unassigned Zoning Districts

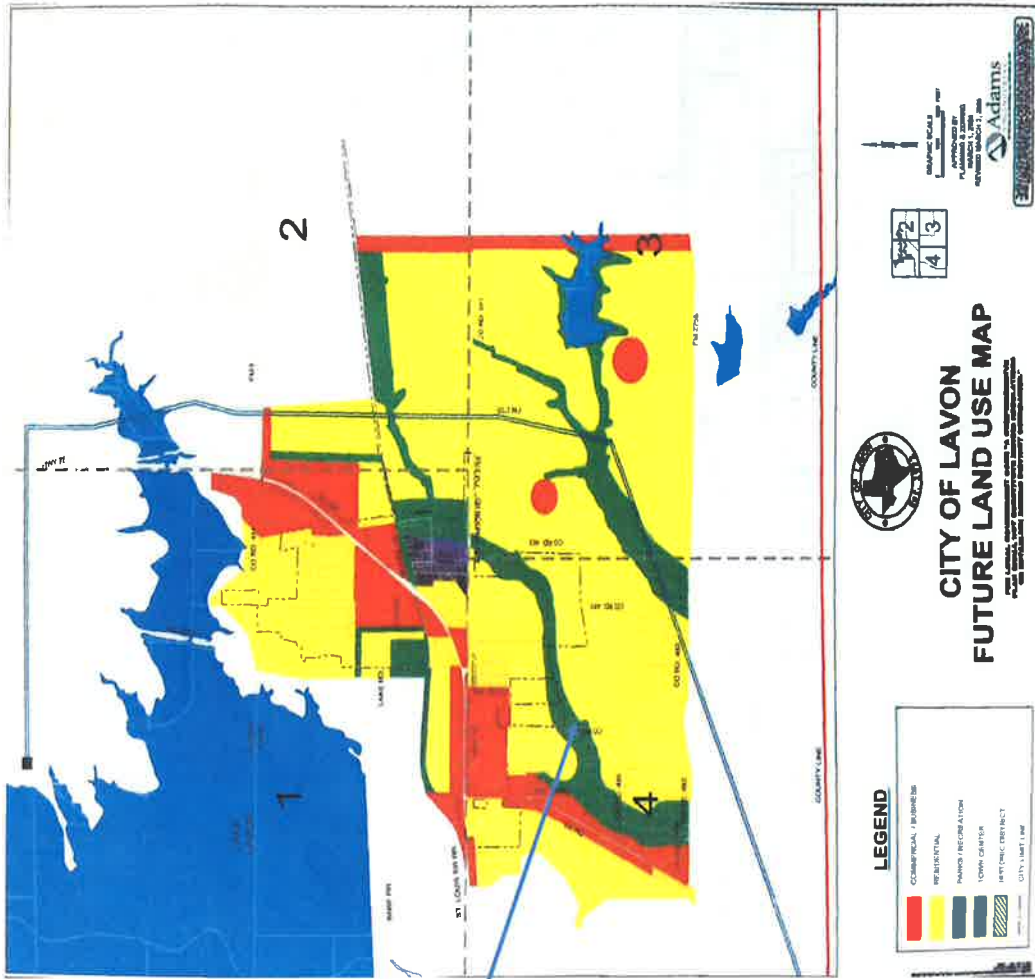
- Single-Family -4 (SF-4)
- Main Street
- Business Park District (B-2)

For General Regulations of these Zoning Districts
see the City of Lovon Zoning Ordinance

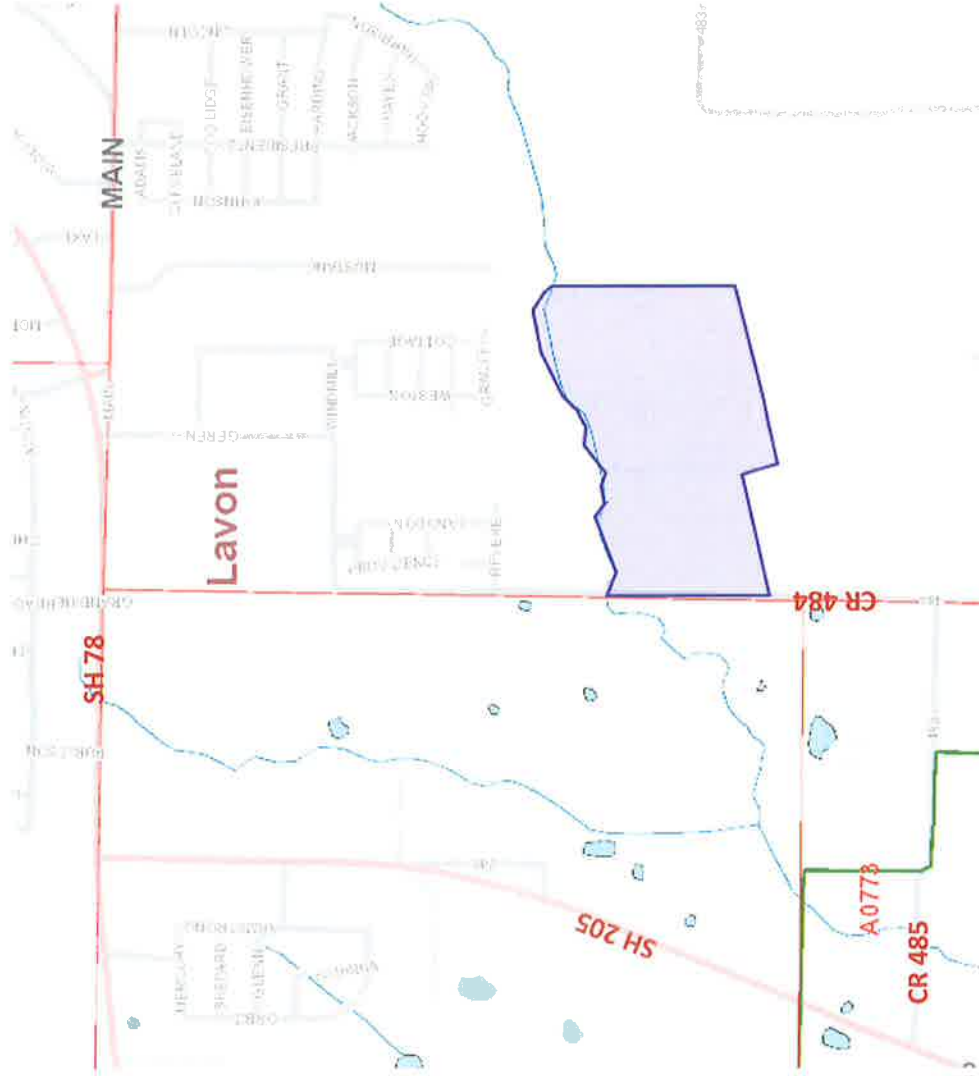


Future Land Use Map

Crestridge Meadows



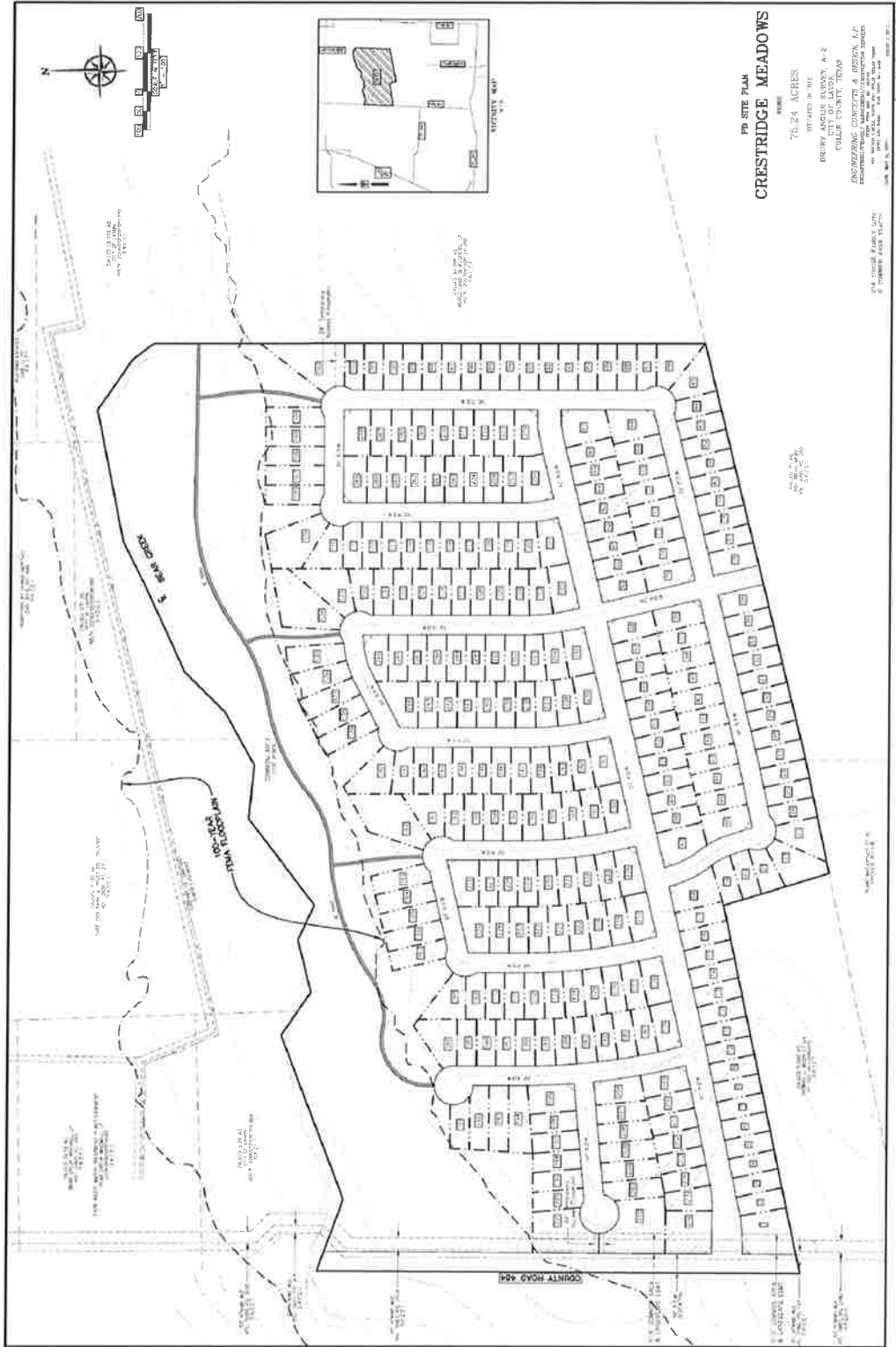
Crestridge Meadows, Phase 1 – Location Exhibit



Crestridge Meadows – Location Exhibit



Crestridge Meadows – Concept Plan

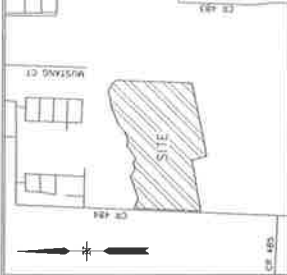


PD SITE PLAN
CRESTRIDGE MEADOWS
 76.24 ACRES
 BRISKY ANGLES SUBDIVISION A-2
 CITY OF LADON,
 COLLIER COUNTY, FLORIDA
 PREPARED BY: [Name]
 DATE: [Date]

NOTES:
 1. Minimum rear yard setback to be 15'.
 2. Minimum interior lot side yard setback to be 5'.
 3. Minimum interior lot side yard setback to be 15'.
 4. Common Areas Lot 1X, Block A, and Lot 1X, Block C, shall be set back from the common area boundaries.
 5. Sealing a portion of this subdivision by means and bounds is a violation of the City ordinance and state law and is subject to fines and withholding of utilities and building permits.

7. This property is subject to the PD ordinance for Crestridge Meadows Center (PLN 2017-05-03).
 8. The plat is not validly or lawfully for the City of Luvon should any lots or streets prove un-buildable due to limits of jurisdictional authority by others.

BEAR CREEK MARINE, LP
 VOL. 2487, PG. 65
 CALL 10/26 AC
 INSTR. 2007-07-00111890
 D.E.C.C.T.
 BEAR CREEK MARINE, LP
 VOL. 2487, PG. 65
 CALL 10/26 AC
 INSTR. 2007-07-00111890
 D.E.C.C.T.
 BEAR CREEK MARINE, LP
 VOL. 2487, PG. 65
 CALL 10/26 AC
 INSTR. 2007-07-00111890
 D.E.C.C.T.



CRESTRIDGE MEADOWS
 BEING
 75.24 ACRES
 SITUATED IN THE
 DRURY ANGLIN SURVEY, A-2
 COLLIN COUNTY, TEXAS
 OWNER
 ROCKWALL RETAIL INVESTORS, L.P.
 478 WOODLAND RIDGE, SUITE 400
 ROCKWALL, TEXAS 75087
 (972) 981-2545
 (972) 981-2546
 (972) 981-2547
 (972) 981-2548
 (972) 981-2549
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 (972) 981-2596
 (972) 981-2597
 (972) 981-2598
 (972) 981-2599
 (972) 981-2600

INTERSECTION DETAIL

RECOMMENDED FOR APPROVAL
 DATE: _____
APPROVED FOR PREPARATION OF FINAL PLAT
 DATE: _____
 ROCKWALL, TEXAS




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>Engineering Concepts & Design</u> | | | Name: <u>Starlight Homes Texas, L.L.C.</u> | | |
| Address: <u>201 Windco Circle, Ste. 200</u> | | | Address: <u>1800 Valley View Lane, Ste. 100</u> | | |
| City/State/Zip: <u>Wylie, TX 75098</u> | | | City/State/Zip: <u>Farmers Branch, TX 75234</u> | | |
| Phone #: <u>972-941-8400</u> Fax #: <u>972-941-8401</u> | | | Phone #: <u>214-616-6887</u> Fax #: <u>N/A</u> | | |
| Authorized Person: <u>Ryan C. King, P.E.</u> | | | Authorized Person: <u>Daniel Satsky</u> | | |
| Type of Submission | | Date | Check List of Items Submitted | | |
| <input type="checkbox"/> Preliminary Plat | | | <input checked="" type="checkbox"/> (two) full size sets of plats (24x36) | | |
| <input checked="" type="checkbox"/> Final Plat | | | <input checked="" type="checkbox"/> (two) full size construction sets (24x36) | | |
| <input type="checkbox"/> Re-Submittal | | | <input checked="" type="checkbox"/> (one) half size sets of plats (11x17) | | |
| <input checked="" type="checkbox"/> Construction Plans | | | <input checked="" type="checkbox"/> (ten) half size sets of plats with final submission (11x17) | | |
| <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> (one) PDF plats (on separate CD's) | | |
| | | | <input checked="" type="checkbox"/> (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) | | | |
| <p><small>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.</small></p> | | | | | |
| <p>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.</p> | | | | | |
| Authorized Representative (Printed Name) | | Authorized Representative (Signature) | | Date: | |
| Daniel Satsky | |  | | 27 July 2018 | |
| <i>To be completed by the City</i> | | | | | |
| In Takers Name: | | | | | |
| In takers Review Date: | PW Review Date: | COO Review Date: | Engineer Review Date: | P&Z Review Date: | Council Action Date: |
| <input type="checkbox"/> Accepted | <input type="checkbox"/> Approved | <input type="checkbox"/> Approved | <input type="checkbox"/> Approved | <input type="checkbox"/> Approved | <input type="checkbox"/> Approved |
| <input type="checkbox"/> Rejected | <input type="checkbox"/> Rejected | <input type="checkbox"/> Rejected | <input type="checkbox"/> Rejected | <input type="checkbox"/> Rejected | <input type="checkbox"/> Rejected |
| Comments: | | | | | |
| <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JUL 27 2018 </div> | | | | | |



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):

I understand that the plat for CRESTRIDGE 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

27.11.18
Date

Printed Name: DANIEL SATSKY
Owner / Authorized Agent

Title: VP - LAND

Company: STARLIGHT HOMES TEXAS, LLC.

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF TARRANT
WHEASAS STARBUCK HOUSE TEXAS, LLC, BEING the owner of a 5/8-inch iron rod...

BEARING on a 5/8-inch iron rod with cap stamped ADAMS SURVEYING COMPANY set for the northward...

THENCE North 12 degrees 12 minutes 49 seconds East, a distance of 10.00 feet to a 3/8-inch iron rod...

THENCE South 13 degrees 08 minutes 40 seconds East, a distance of 476.00 feet to a 5/8-inch iron rod...

THENCE West 76 degrees 01 minutes 01 seconds West, a distance of 179.80 feet to a 3/8-inch iron rod...

THENCE North 01 degrees 03 minutes 50 seconds East, along the west line of said 75,249 acre tract and...

THENCE North 12 degrees 12 minutes 49 seconds East, a distance of 10.00 feet to a 3/8-inch iron rod...

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THENCE North 01 degrees 03 minutes 50 seconds East, along the west line of said 75,249 acre tract and...

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
That I, the undersigned authority, a Notary Public in and for said County and State, on this date...



STATE OF TEXAS
COUNTY OF COLLIN
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this date...

GIVEN MY HAND AND SEAL OF OFFICE THIS 20th DAY OF 2018.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

APPROVAL CERTIFICATE

RECOMMENDED FOR APPROVAL
Claimant: Planning & Zoning Commission
City of Luvon, Texas

APPROVED FOR CONSTRUCTION
Mayor, City of Luvon, Texas

ACCEPTED
Mayor, City of Luvon, Texas

APPROVED FOR CONSTRUCTION
Mayor, City of Luvon, Texas

ACCEPTED
Mayor, City of Luvon, Texas

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ACCEPTED
Mayor, City of Luvon, Texas

APPROVED FOR CONSTRUCTION
Mayor, City of Luvon, Texas

ACCEPTED
Mayor, City of Luvon, Texas

FINAL PLAT
CRESTRIDGE MEADOWS
PHASE ONE
1 COMMON AREA LOTS
3 COMMON AREA LOTS
40.113 ACRES
DRURY ANGLIN STEWART TRACT, NO. 2
CITY OF LAVON, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROFESSIONAL ARCHITECTURAL SERVICES
14740 W. STATE ST., SUITE 205
IRVING, TEXAS 75039
(972) 491-4600 FAX (972) 341-1403
DATE: JULY 11, 2018
SCALE: 1"=40'

STARBUCK HOUSE TEXAS, LLC
1800 GALLERIA DRIVE, SUITE 100
DALLAS, TEXAS 75241
972-594-5580
LAND SURVEYOR
14740 W. STATE ST., SUITE 205
IRVING, TEXAS 75039
(972) 491-4600 FAX (972) 341-1403
DATE: JULY 11, 2018
SCALE: 1"=40'



CITY OF LAVON

P.O. Box 340 – 120 School Rd. – Lavon, TX 75166
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Email: leann.mcclendon@cityoflavon.org

PLAT APPLICATION

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

Declaration of Ownership

Date: 27 July 2018

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, Starlight Homes Texas L.L.C., am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.

Daniel Satsky
Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of Texas
County of Dallas

Before me, the undersigned authority, appeared Daniel Satsky,
on this the 27 day of July, 2018.



(notary seal)

Melissa Calloway

Notary Public in and for Dallas County, Texas



CITY OF LAVON

P.O. Box 340 – 120 School Rd. – Lavon, TX 75166
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Email: leann.mcclendon@cityoflavon.org

PLAT APPLICATION

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

Authorization of Representation

Date: 27 July 2018

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, Starlight Homes Texas, L.L.C., am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Engineering Concept & Design 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 (Owner)

Signature (Owner)

The State of Texas
County of Dallas

Before me, the undersigned authority, appeared Daniel Satsky,
on this the 27 day of July, 2018.



(notary seal)

[Signature]

Notary Public in and for Dallas County, Texas



CITY OF LAVON

P.O. Box 340 – 120 School Rd. – Lavon, TX 75166
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PLAT APPLICATION

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

Plat Submittal Checklist

The below items are to be submitted with all plat applications.

- Application (signed and dated)
- 3 full size sets of plats (24x36)
- 3 full size sets of construction plans (24x36)
 - Titles on pages should be descriptive & listed on table of contents.
- 1 PDF and DWG plat(s) on CD
- 1 PDF and DWG complete construction plan set(s) on CD
(Can be submitted on same disk as plat, but are not considered one)
Must include the following:
 - Detailed file description
 - Number of pages contained in file
- 1 half size sets of plats
- 10 ½ size sets if it is **Final Submittal (Only on plat submittals)**
- \$500.00 deposit for engineer review
- Public Infrastructure Inspection fee on construction plans
(4% of project or cost; whichever is greater)

Project Representative:

If all required documentation are not submitted together your application will be denied.

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.

November 30, 2018

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

Re: Crestridge Meadows, Phase 1 - 143 Lots, 40.113 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat dated November 28, 2018 as prepared by Adams Surveying Co., LLC and revised Construction Plans dated November 28, 2018 as prepared by Engineering Concepts & Design, LP for the above referenced property. The property is located east of CR 484 south of Bear Creek.

All previous comments have been satisfactorily addressed.

This concludes our review of the above referenced Final Plat and Civil Construction Plans. All documentation of approval from other authorities (BCSUD, NTMWD, Garland Power & Light and Collin County) should be provided prior to commencing any construction activities.

We recommend approval of the Final Plat and Civil construction 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 Engineering

Attachments

Cc: Sonny Mancias, Mike Jones, Jon Scott, Todd Winters, PE

F:\17024 - LAV General Servies\9 - Review\Crestridge\Crestridge Meadows Ph 1 - Final Plat - Rev 2.docx

2018-October-29

Kim Dobbs
City Administrator/City Secretary
City of Lavon
120 School Road
Lavon, TX 75166

RE: Crestridge Meadows – Engineering
Response to Freeman-Millican, Inc. Engineering Review Comments

Ms. Dobbs:

We have completed our plan updates based on the Freeman-Millican review/redline comments provided on 2018-November-21, for the Final Plat and Construction Plan submittal of Crestridge Meadows and offer the following responses in **bold font**:

Cover (Sheet 1)

1. The Vicinity Map does not show this development. This should be corrected.
Response: Vicinity map depicts this tract.

Final Plat (Sheets 2, 3, 4)

2. Street names have been provided. The Fire Marshal should check for conflicts within the service area.
Response: Noted.
3. The sanitary sewer easement north of Birkdale Lane should be modified to reflect the change in the sanitary sewer alignment.
Response: Sanitary Sewer Easement has been modified to match the latest sewer main alignment.
4. The sanitary sewer easement running “parallel” to Bear Creek should be increased to 50’ wide to allow for a future parallel sewer.
Response: Sanitary Sewer Easement has been increased to 50 feet wide.

Paving Plan Crestridge Drive 1 (Sheet 5)

5. A note should be added to sawcut the existing pavement at the entrance road.
Response: Notes have been added to the plans calling out sawcut.
6. The pavement header detail shows connection to the existing pavement with dowels. This is not applicable for connection to an asphalt street. This should be clarified on the plans.
Response: Pavement detail updated and referenced detail moved to sheets 6 and 13.
7. A copy of the approval from NTMWD for the street crossing should be provided to the City for its records.
Response: Approval letter to be provided.
8. Connection to CR 484 should be reviewed by Collin County.
Response: Latest plans are being sent to Collin County for review.

Paving Plan Crestridge Drive 2 (Sheet 6)

9. The connection to future streets extend beyond the platted boundary. An easement or written permission from the property owner should be provided to allow for the permanent street and any grading, erosion control, etc. required for construction activities. A copy should be provided to the City for its records.

Response: A letter will be provided.

Paving Plan Windsor Court & Royal Drive (Sheet 7)

10. The cul-de-sac pavement has been modified to a minimum 96' diameter (F-F) to meet Fire Code.

Response: Noted.

Paving Plan Wilshire Dr., Devonshire Dr., Birkdale Lane & Wellington Dr. (Sheets 8 - 11)

11. No comments

Response: Noted.

Paving Plan London Drive & Camden Drive (Sheets 12 - 13)

12. The connection to future streets extend beyond the platted boundary. An easement or written permission from the property owner should be provided to allow for the permanent street and any grading, erosion control, etc. required for construction activities. A copy should be provided to the City for its records.

Response: A letter will be provided.

Grading Plan Key Map (Sheet 14)

13. No comments

Response: Noted.

Grading Plan 1 - 6 (Sheets 15 - 20)

14. Grading activities are shown outside of the platted boundary. An easement or written permission from the property owner should be provided to allow for any permanent improvements and any grading, erosion control, etc. required for construction activities. A copy should be provided to the City for its records.

Response: A letter will be provided.

15. Grading activities within the NTMWD easement will require written permission/approval from NTMWD. A copy of this permission/approval should be provided to the City for its records.

Response: Approval letter to be provided.

16. The Developer has performed a flood study for this development ("Mike Boyd Flood Study"). The existing and proposed floodplain boundary is shown. All improvements are shown to be outside the proposed floodplain boundary, with the exception of some grading. A copy of this flood study should be provided for review prior to final acceptance of this project.

Response: Flood Study to be provided on 11/30/2018.

17. Retaining walls over 48" in height (top wall to bottom footing) must be designed by a professional engineer. The design must show a 1.5 safety factor for overturning, lateral stability and global stability. This should be provided before construction activities, including grading, are performed. All walls appear to be less than 48" in height, but this should be verified by the Engineer.

Response: Notation has been added to direct walls over 48 inches in height to be designed by a professional engineer licensed in the State of Texas. Contractor awarded the construction of the walls will provide for the City's review.

Drainage Area Existing (Sheet 21)

18. The Time of Concentration calculations have been provided as requested.

Response: Noted.

Drainage Area Proposed (Sheet 22)

19. It appears that areas X-1, X-2, A-1 and A-2 flow to the existing culverts under CR 484. This has been identified as 3-42" CMP culverts. The overall flow to the culverts is shown to decrease as a result of this development. The capacity of the culverts is shown to be approximately 50% greater than the expected flow. Use of the drainage structure under CR484 should be sent to Collin County for review.

Response: Latest plans are being sent to Collin County for review.

Drainage Calculations (Sheet 23)

20. Inlet D-2 shows a carryover of 0.14 cfs. Since this is a sag inlet, the engineer should verify where this overflow goes.

Response: Calculations incorrectly included this structure as "on grade" and not in a "sump" condition which created an artificially low capacity. The calculation has been revised. All inlets are still 10' in the sag condition. The 0.14 cfs is no longer shown as bypass.

Storm Overall Plan (Sheet 24)

21. No comments.

Response: Noted.

Storm Line A & F & B (Sheet 25 - 26)

22. No comments.

Response: Noted.

Storm Line C 1 (Sheet 27)

23. No comments.

Response: Noted.

Storm Line C 2, Laterals C6 & C7, Line D (Sheets 28 – 30)

24. No comments.

Response: Noted.

Storm Line E & FA (Sheet 31)

25. No comments.

Response: Noted.

Water Plan (Sheet 32)

26. Approval from Bear Creek SUD (BCSUD) is required prior to approval of the Final Plat and Construction Plans.

Response: Comments were received from BCSUD on 11/29/2018. We have reviewed these comments and it does not appear that changes to the other infrastructure will be required.

27. The note for the sanitary sewer creek crossing is not applicable for this sheet.
Response: Notation has been removed.

Sanitary Plan (Sheet 33)

28. All manholes located within the 100-year flood plain to be sealed with the rim elevation 24" above the 100-year flood elevation.

Response: All manholes within the 100 year floodplain have been set to 2 feet above existing grade as required in comment 35 below.

29. A permit will be required from Garland Power & Light for the sanitary sewer crossing. A copy of their approval will be required prior to approval of the Final Plat and Construction Plans.

Response: Approval letter to be provided.

30. The stationing for the realigned sanitary sewer Line 1 should be updated in the notes.

Response: Stationing has been revised.

31. The plans should identify drop manholes and sealed manholes with vents to conform to TCEQ requirements.

Response: Drop manholes have been identified. Notation has been added for watertight lids and vented as required by TCEQ requirements.

32. The City may elect to upsize Sanitary Sewer Line 2 and the portion of Sanitary Sewer Line 1 crossing Bear Creek (Sta. 0+00 to Sta. 4+33).

Response: Noted.

Sanitary Profile 1 (Sheet 34)

33. The concrete encasement at the creek crossing should extend a minimum of 10' beyond the top bank.

Response: Encasement is called out as 10 feet from top of bank.

34. It appears that several manholes should be drop manholes per TCEQ requirements. This should be verified and plans modified as necessary.

Response: Drop manholes have been identified. Plans have been revised accordingly.

35. All manholes within the 100-year flood plain shall have the rim elevation 24" above final grade with watertight (sealed) lids. This is a change from the previously requested 24" above the flood water surface elevation.

Response: All manholes within the 100 year floodplain have been set to 2 feet above existing grade. Notation has been added for watertight lids and vented as required by TCEQ requirements.

Sanitary Profile 2 (Sheet 35)

36. All manholes within the 100-year flood plain shall have the rim elevation 24" above final grade with watertight (sealed) lids. This is a change from the previously requested 24" above the flood water surface elevation.

Response: All manholes within the 100 year floodplain have been set to 2 feet above existing grade. Notation has been added for watertight lids and vented as required by TCEQ requirements.

Sanitary Profile 3 (Sheet 36)

37. No comments.

Response: Noted.

Waterline Profiles 1.2 (Sheet 37 – 38)

38. These sheets shall be approved by the BCSUD. A copy of their approval is required prior to approval of the Final Plat and construction plans.

Response: Comments were received from BCSUD on 11/29/2018. We have reviewed these comments and it does not appear that changes to the other infrastructure will be required.

Erosion Control Plan (Sheet 39)

39. No comments.

Response: Noted.

Street Light and Signage Plan (Sheet 40)

40. The Engineer should verify the light location at the intersection of Crestridge Drive and CR 484 is suitable for illumination of the intersection. If other means are used for illumination, it should be provided.

Response: Lighting is an issue with this intersection due to the existing NTMWD utilities. Please let us know the City's preference for installing lights at this intersection.

Erosion Control Details (Sheet 41)

41. No comments.

Response: Noted.

Details (Sheet 42 – 53)

42. Standard detail sheets have been provided. NCTCOG for water and the City of Lavon Construction Details.

Response: Noted.

Please find our Construction Plans Submittal Set dated November 29, 2018 included with this response.

Respectfully,

Ryan C. King P.E.
Engineering Concepts & Design, L.P.



City of Lavon
Planning and Zoning Commission

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

November 27, 2018

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

RE: Commission Report: Final Plat – Crestridge Meadows, Phase 1

Dear Mayor Sanson and Members of the City Council,

At the November 27, 2018 Planning and Zoning Commission Meeting, the Planning and Zoning Commission considered and voted to recommend approval of the Final Plat of the Crestridge Meadows, Phase 1 subject to the City Council's extension of the effective date of the preliminary plat and further subject to the approval of a facilities development agreement.

Respectfully submitted,

David Rosenquist, Chairman
Planning and Zoning Commission



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: December 4, 2018

ITEM: 8 - G

Item:

Discussion and action regarding the Final Plat of the Highway 205 Tract, Phase 1 on 1.45 acres of land situated as Block A, Lot 1 of the Highway 205 Tract Addition, WAS Bohannan Survey, Abstract No. 121, City of Lavon, Collin County, (CCAD ID #2624070), located on the south side of and in the vicinity of the 900 block of SH 78.

Information

- Owner(s):** Bear Creek Commercial Properties, LP
- Applicant:** Lee Cope, Hutton ST 17, LLC
- Location:** Generally located south of SH 78, east of L&D Automotive that is located at 940 South SH 78
- Description:** Lot 1, Block A, State Highway 205 Tract Addition
WAS Bohannan Survey, City of Lavon, Collin County, Texas (1.450 acres)
- Current Zoning:** Planned Development – Mixed Use (PD-MU)
- Request:** Consideration of a Final Plat

Request Details

The applicant has submitted a final plat for Phase 1 of a 13-lot commercial development consisting of a single lot. The final plat conforms to the approved zoning and preliminary plat.

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:

On June 5, 2018, the City Council approved the preliminary plat of the Highway 205 Tract addition. The proposed development contains 13 commercial lots and one dedicated common open space area. The Phase 1 final plat is submitted for a single lot in the development. The property is intended to be developed as an O'Reilly's Auto Parts Store as evidenced by the site plan approved on July 17, 2018.

The development will provide for the extension of public infrastructure systems for water and sanitary sewer.

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

Planning & Zoning Commission Action:

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE HIGHWAY 205 TRACT, PHASE 1 ADDITION ON 1.45 ACRES OF LAND SITUATED AS BLOCK A, LOT 1 OF THE HIGHWAY 205 TRACT ADDITION, WAS BOHANNAN SURVEY, ABSTRACT NO. 121, CITY OF LAVON, COLLIN COUNTY, (CCAD ID 2624070), LOCATED ON THE SOUTH SIDE OF AND IN THE VICINITY OF THE 900 BLOCK OF SH 78 SUBJECT TO THE RECORDATION OF EASEMENTS AS APPROVED BY THE CITY ENGINEER.

MOTION MADE: TIEGS

SECONDED: NABORS

APPROVED: UNANIMOUS (Absent COKER)

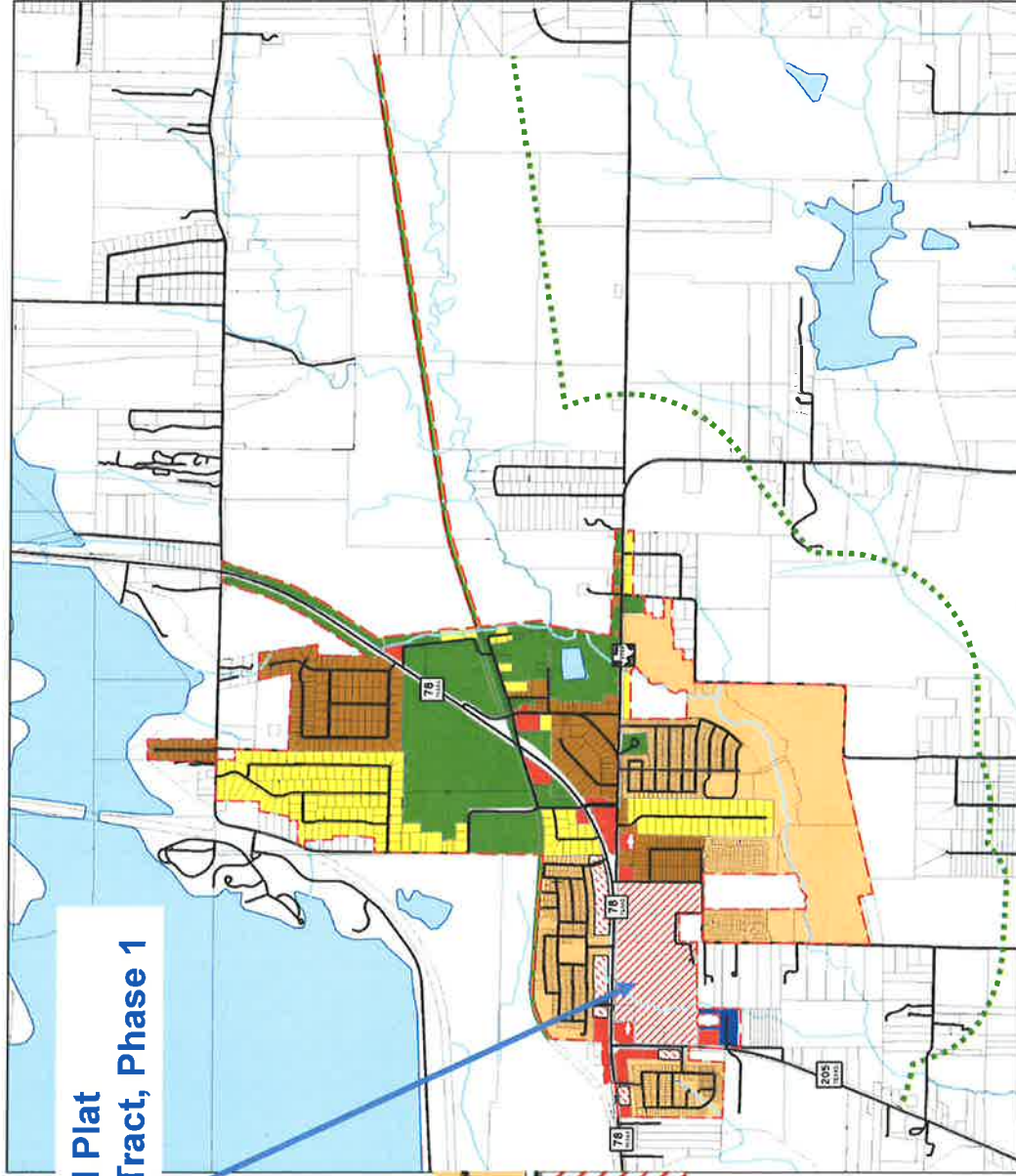
Approval is recommended subject to the execution and recordation of the drainage, utility and access easements.

- Attachments:**
1. Final Plat
 2. Location Exhibits
 3. Application
 4. Engineer's correspondence
 5. Planning & Zoning Commission Report

November 30, 2018

Zoning Map

Final Plat Highway 205 Tract, Phase 1



ZONING MAP



Legend

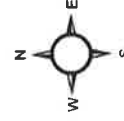
- Agricultural (A)
- Single Family-1 (SF-1)
- Single Family-2 (SF-2)
- Retail (R)
- Planned Development – Single Family (PD-SF)
- Planned Development – Mixed Use (PD-MU)
- Planned Development – Commercial (PD –C)
- Planned Development – Business (PD-B)

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

Unassigned Zoning Districts

- Single-Family -4 (SF-4)
- Main Street
- Business Park District (B-2)

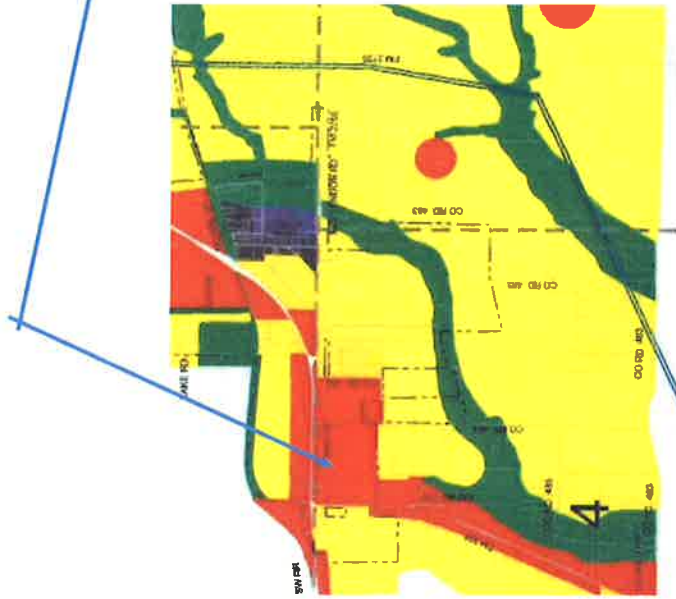
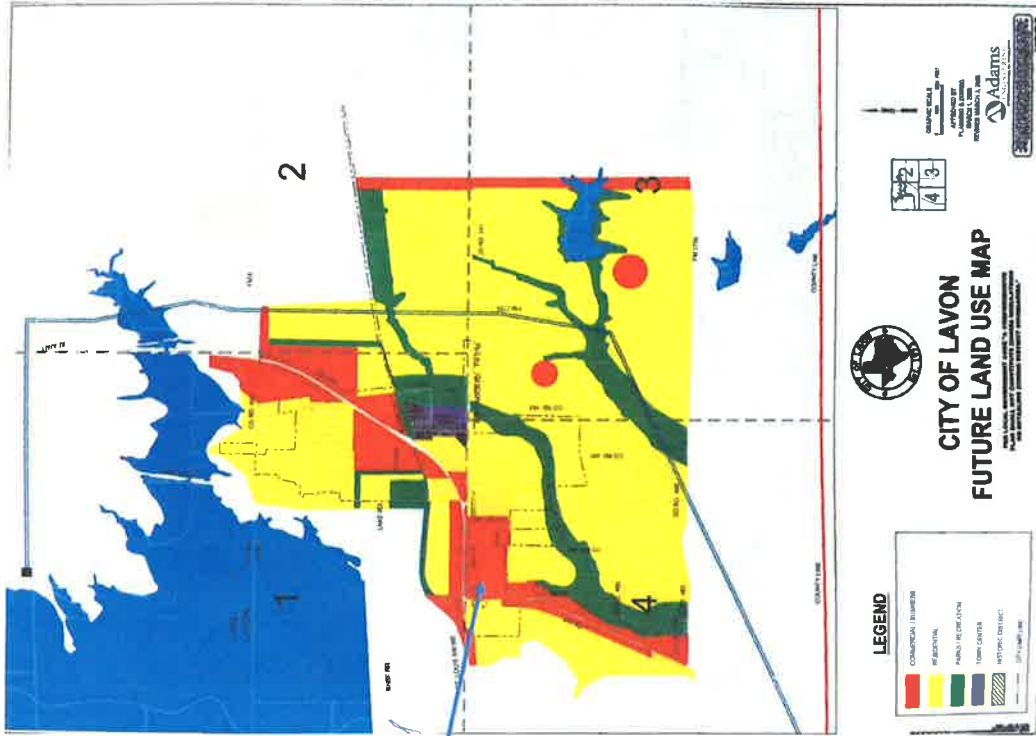
For General Regulations of these Zoning Districts
see the City of Lavon Zoning Ordinance

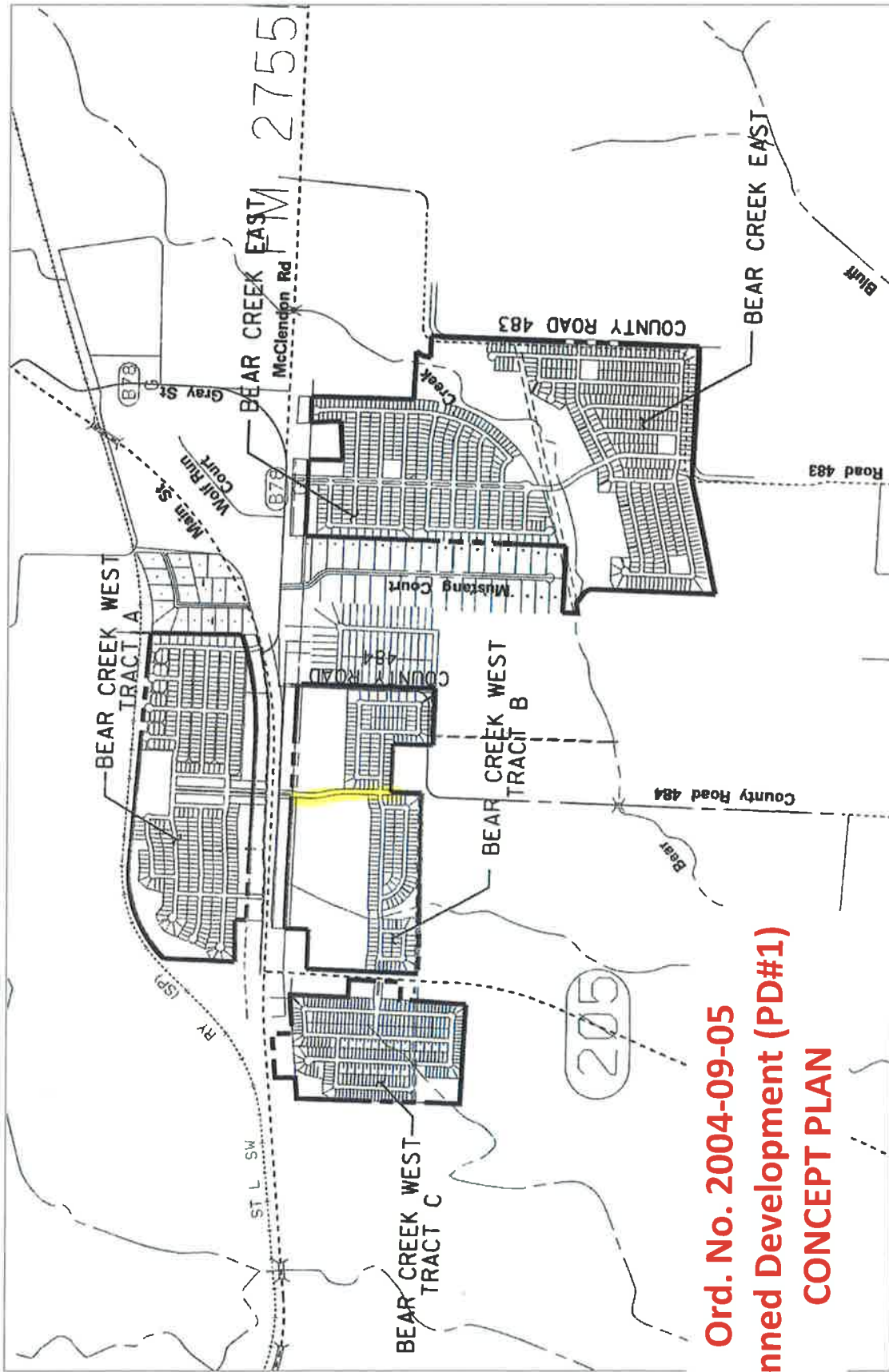


MUNDO ASSOCIATES INC.
Creative. Professional. Planning. and Civil Engineering.

Future Land Use Map

Final Plat - Highway 205 Tract, Phase 1





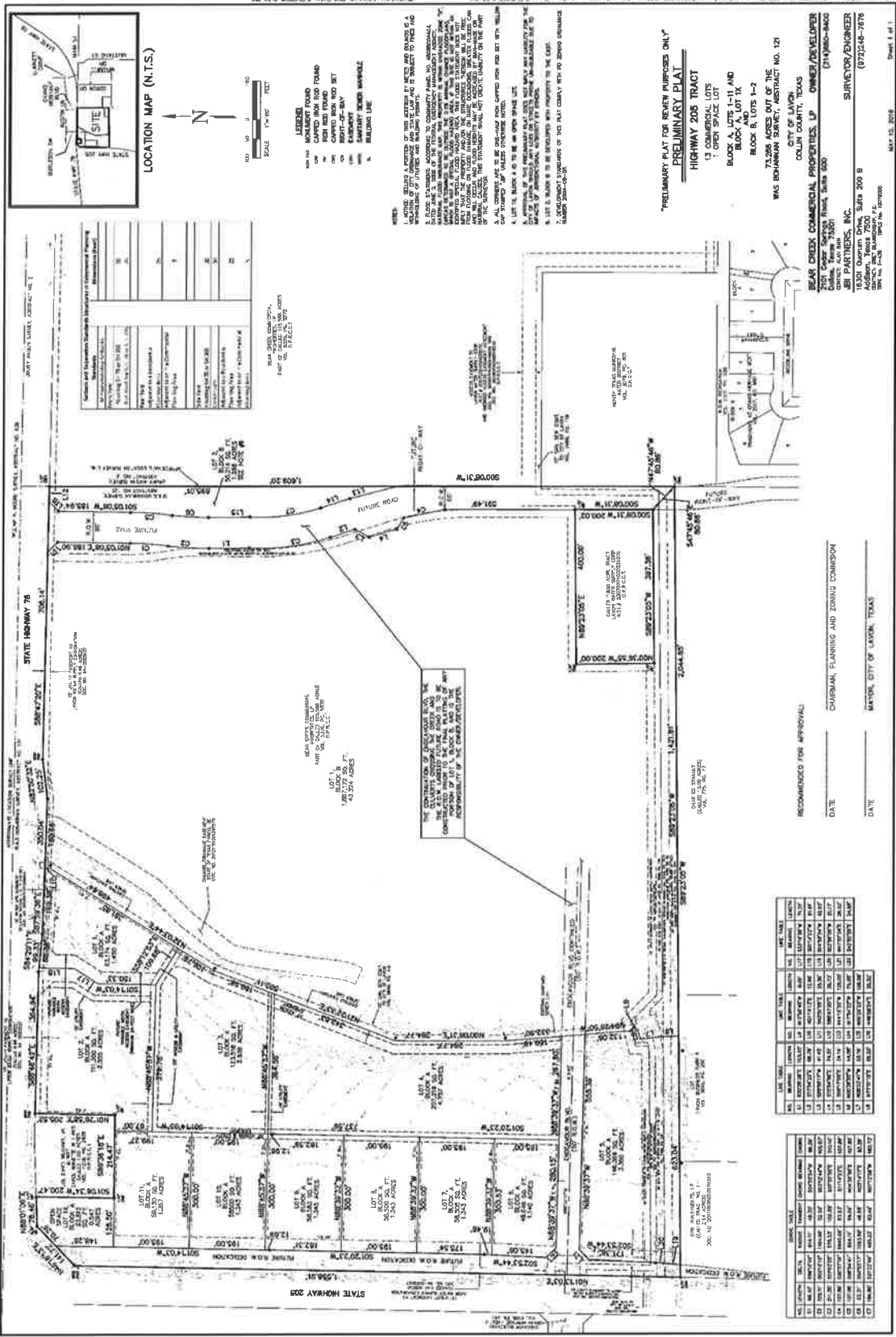
**Ord. No. 2004-09-05
 Planned Development (PD#1)
 CONCEPT PLAN**

**Initial Draft Concept
Highway 205 Tract
Preliminary Plat**

**Business labels are illustrative only
and do not represent development commitments**

**An extension to Endeavor Boulevard was added
subsequent to this draft**







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>Hutton ST 17, LLC</u> | | Name: <u>Bear Creek Commercial Properties, LP</u> | |
| Address: <u>736 Cherry Street</u> | | Address: <u>2101 Cedar Springs Rd, Suite 600</u> | |
| City/State/Zip: <u>Chattanooga, TN 37402</u> | | City/State/Zip: <u>Dallas, TX 75201</u> | |
| Phone #: <u>423-805-4517</u> Fax #: _____ | | Phone #: <u>214-880-8595</u> Fax #: _____ | |
| Authorized Person: <u>Lee Cope</u> | | Authorized Person: <u>T.E. Nelson</u> | |
| Type of Submission | | Check List of Items Submitted | |
| <input type="checkbox"/> Preliminary Plat | | <input checked="" type="checkbox"/> (two) full size sets of plats (24x36) | |
| <input checked="" type="checkbox"/> Final Plat | | <input checked="" type="checkbox"/> (two) full size construction sets (24x36) | |
| <input type="checkbox"/> Re-Submittal | | <input checked="" type="checkbox"/> (one) half size sets of plats (11x17) | |
| <input checked="" type="checkbox"/> Construction Plans | | <input checked="" type="checkbox"/> (ten) half size sets of plats with final submission (11x17) | |
| <input type="checkbox"/> Other | | <input checked="" type="checkbox"/> (one) PDF plats (on separate CD's) | |
| | | <input checked="" type="checkbox"/> (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) | |
| <p><small>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.</small></p> | | | |
| <p>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.</p> | | | |
| Authorized Representative (Printed Name) <u>Lee Cope</u> | | Authorized Representative (Signature) <u>Lee Cope</u> | Date: <u>10/10/18</u> |
| To be completed by the City | | | |
| In Takers Name: | | | |
| In takers Review Date: | PW Review Date: | COO Review Date: | Engineer Review Date: |
| <input type="checkbox"/> Accepted <input type="checkbox"/> Rejected | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected |
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| Comments: | | | |

RECEIVED
 OCT 10 2018
 CITY OF LAVON



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):

I understand that the plat for O'Reilly Addition 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: Lee Cope
Owner / Authorized Agent

10/10/18
Date

Printed Name: Lee Cope
Owner / Authorized Agent

Title: Project Manager

Company: Hutton ST 17, LLC



CITY OF LAVON

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Email: leann.mcclendon@cityoflavon.org

PLAT APPLICATION

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

Declaration of Ownership

Date: 10-10-18

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, BEAR CREEK Com. Prop. LP, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.

T. E. Nelson
Signature (Owner) Vice President

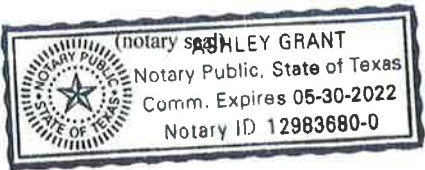
Signature (Owner)

Signature (Owner)

The State of Texas
County of Dallas

Before me, the undersigned authority, appeared T.E. Nelson,
on this the 10th day of October, 2018.

Ashley Grant
Notary Public in and for Dallas County, Texas





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: 10-10-18

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, BEAR CREEK Com. Prop. LP, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Hutton ST 17, LLC to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.

T. Nelson

Signature (Owner) Vice President

Signature (Owner)

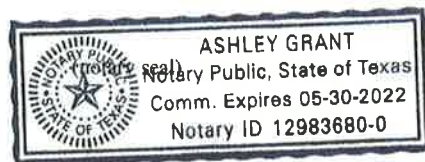
Signature (Owner)

The State of Texas

County of Dallas

Before me, the undersigned authority, appeared T.G. Nelson,

on this the 10th day of October, 2018.



Ashley Grant

Notary Public in and for Dallas County, Texas



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.

Plat Submittal Checklist

The below items are to be submitted with all plat applications.

- Application (signed and dated)
- 3 full size sets of plats (24x36)
- 3 full size sets of construction plans (24x36)
 - Titles on pages should be descriptive & listed on table of contents.
- 1 PDF and DWG plat(s) on CD (emailed to Kim Dobbs)
- 1 PDF and DWG complete construction plan set(s) on CD (emailed to Kim Dobbs)
(Can be submitted on same disk as plat, but are not considered one)
Must include the following:
 - Detailed file description
 - Number of pages contained in file
- 1 half size sets of plats
- 10 ½ size sets if it is **Final Submittal (Only on plat submittals)**
- \$500.00 deposit for engineer review
- Public Infrastructure Inspection fee on construction plans
(4% of project or cost; whichever is greater)

Project Representative:

If all required documentation are not submitted together your application will be denied.

November 20, 2018

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

Re: O'Reilly Auto Parts, 1 Lots, 1.450 Acres
Final Plat & Civil Site Plans

Dear Ms. Dobbs:

As requested, we have reviewed the Final Plat dated November 20, 2018 as prepared by JBI Partners, Inc. and revised Civil Site Plans dated October 9, 2018 (and sheets C-02 and C-05 dated October 30, 2018) as prepared by Berry Engineers, LLC for the above referenced property. The property is located south of SH 78 and east of SH 205 at the north end of the Highway 205 Tract (west part of Grand Heritage Flex B) and is part of the Hwy 205 Tract. Our comments are as follows:

Final Plat

1. A copy of the variable width access easement on the adjacent property has been provided to the City. This will be required to be recorded prior to any construction activities.
2. A drainage easement is being provided along the east property line. A copy of this easement has been provided to the City. This will be required to be recorded prior to any construction activities.
3. Prior to filing, all volume and page numbers for offsite easements should be provided.

This concludes our review of the above referenced Civil Site Plans. A copy of the applicable plan sheets with markups, is attached for your use. **We recommend approval of the Final Plat and Civil Site Plans.**

A copy of the approval from BCSUD has been provided.

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.

Ms. Kim Dobbs
O'Reilly Auto Parts, Final Plat
November 20, 2018
Page 2 of 2

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 Engineering

Attachments

Cc: Sonny Mancias, Mike Jones, Jon Scott, LeAnn McClendon, Jake Simko, Bret Blankenship

F:\17024 - LAV General Servies\9 - Review\O'Reilly (Hwy 78)\O'Reilly Auto Parts - Final Plat - Rev 1.docx

Mark Hill

From: Camille Reagan <creagan@bearcreeksud.com>
Sent: Friday, November 16, 2018 9:10 AM
To: Jake Simko
Subject: RE: SITE PLAN - Lavon, TX O'Reilly Auto Parts

Jake,

We do not have any additional comments or changes that need to be made since adding the fire line. The project is released for construction as revised and resubmitted.

Let me know when you would like to set up a pre-construction meeting.

Thank you.

Camille Reagan
General Manager
Bear Creek SUD
(972)843-2101
creagan@bearcreeksud.com

From: Jake Simko [mailto:jake@berryengineers.com]
Sent: Friday, November 02, 2018 8:27 AM
To: Camille Reagan <creagan@bearcreeksud.com>
Subject: RE: SITE PLAN - Lavon, TX O'Reilly Auto Parts

See attached and let me know if there are any additional comments or changes that need to be made.

Thanks,

Jake Simko, E.I.
Berry Engineers, LLC
(423) 790-5880

From: Camille Reagan <creagan@bearcreeksud.com>
Sent: Thursday, November 1, 2018 10:45 AM
To: Jake Simko <jake@berryengineers.com>
Subject: RE: SITE PLAN - Lavon, TX O'Reilly Auto Parts

Jake,

Attached are the notes on the updated site plan that you submitted. If you have any questions, please let me know.

Thank you.

Camille Reagan
General Manager
Bear Creek SUD
(972)843-2101

October 23, 2018

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

Re: O'Reilly Auto Parts, 1 Lots, 1.450 Acres
Civil Site Plans

Dear Ms. Dobbs:

As requested, we have reviewed the Final Plat dated October 9, 2018 as prepared by JBI Partners, Inc. and revised Civil Site Plans and response letter dated August 2, 2018 as prepared by Berry Engineers, LLC for the above referenced property. The property is located south of SH 78 and east of SH 205 at the north end of the Highway 205 Tract (west part of Grand Heritage Flex B) and is part of the Hwy 205 Tract. Our comments are as follows:

Final Plat

1. Per City Ordinance, the Final Plat must have the same subdivision name as the Preliminary Plat for this property.
2. The City's Signature Block shall be added to the Final Plat.
3. The access easement should be extended in the south corner for City access to the existing sanitary sewer easement.
4. Volume and Page numbers in the description should not be left blank.
5. The Surveyor should verify the various "X cut" used for property corners is correct since this is an open field.
6. A copy of the traverse closure should be provided for City records.
7. Variable width access easements on the adjacent property are shown on the Final Plat. These will be required to be provided and recorded prior to any construction activities. Filing information to be included on the Final Plat.
8. Dimensions should be shown on the variable width access easement within the property.
9. We recommend that dimensions or similar be provided on the existing water line and utility easements to tie down to the property.

Existing Conditions (C-01)

10. No comments

Site Layout & Paving Plan (C-02)

11. The detail for a header curb references the incorrect detail.

Site Grading & Drainage Plan (C-03)

12. The proposed drainage easements should be provided prior to the start of any construction activities.
13. The 100-year flood plain, as determined by the "Flood Study – Unnamed Tributary to Bear Creek – Hwy 205 Tract" as prepared by HydroLink Engineering, LLC, dated June 21, 2018, should be shown on the drawing, with appropriate references.

Erosion Control Plan (C-04)

14. No comments.

Site Utilities Plan (C-05)

15. No comments.

Site Details (C-06)

16. Per email to Jake Simco with Berry Engineers on 08/10/18, WWF will not be allowed for the spillway. Rebar is required.

Site Details (C-07)

17. No comments.

Site Details (C-08)

18. This is a new sheet.
19. No comments.

Landscape Plan (L-01)

20. No comments.

This concludes our review of the above referenced Civil Site Plans. A copy of the applicable plan 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 Laval. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

Ms. Kim Dobbs
O'Reilly Auto Parts, Final Plat
October 25, 2018
Page 3 of 3

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" with a stylized flourish at the end.

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

Cc: Sonny Mancias, Mike Jones, Jon Scott, LeAnn McClendon, Jake Simko, Bret Blankenship

F:\17024 - LAV General Servies\9 - Review\O'Reilly (Hwy 78)\O'Reilly Auto Parts - Final Plat - Rev 0.docx

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

DRAINAGE EASEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

DATE: _____

GRANTOR: **Bear Creek Commercial Properties, LP**

GRANTOR'S MAILING ADDRESS: **2101 Cedar Springs Road, Suite 600
Dallas, Texas 75201**

GRANTEE: **City of Lavon, Texas**

GRANTEE'S MAILING ADDRESS: **P.O. Box 340
Lavon, Texas 75166**

CONSIDERATION: **Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.**

EASEMENT PROPERTY: **That certain variable width Drainage Easement, more particularly depicted and described in the attached Exhibit "A," incorporated herein for reference.**

EASEMENT PURPOSE: **For the purpose of installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of one or more drainage improvements and related facilities, (collectively, the "Facilities") in, under, and across the easement.**

RESERVATIONS FROM CONVEYANCE: **None.**

EXCEPTIONS TO WARRANTY: **All matters of Record and all visible and apparent easements Affecting the Easement Property.**

Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's heirs, successors, and assigns an easement in, on, over, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Warranty.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term "this Agreement" means this Drainage Access Easement Agreement. The terms "Grantor," "Grantee," "Consideration," "Easement Property," and "Easement Purpose" in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

2. *Character of Easement.* The Easement is non-exclusive and for the benefit of Grantee and Grantee's successors and assigns.

3. *Duration of Easement.* The duration of the Easement is perpetual, except however that it shall terminate in the event of future abandonment of the Facilities by Grantee. For purposes hereof, and for so long as Grantee is the City of Lavon, the Facilities shall be deemed abandoned by Grantee solely upon Grantee's adoption and approval of an ordinance specifically abandoning the Easement and the rights of Grantee set forth herein.

4. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's, heirs, successors and assigns, the right to use all or part of the Easement Property (including, without limitation, the right to use the Facilities in the same way that members of the public may use the Facilities) in conjunction with Grantee. Furthermore, notwithstanding any provision herein to the contrary, Grantor shall have the further right to grant additional easements, over, upon and/or across, the surface of the Easement Property so long as such particular use does not unreasonably interfere with the Easement Property set forth herein.

5. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use the surface of the property, a strip of land not to exceed 10 feet in width, which is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary in connection with the Easement Property and the Easement Purpose. However, Grantee, at its sole cost and expense, must promptly restore the Adjacent Property to its previous physical condition, including promptly repair any damage to improvements thereon, if changed by use of the rights granted by this Secondary Easement.

6. *Improvement and Maintenance of Easement Property.* Grantee has the right to eliminate any encroachments into the Easement Property, including, without limitation, the right to remove any and all fencing, paving, trees and other obstructions that may injure or damage or tend to injure or damage the Facilities, or materially or adversely interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection inspection, operation, use, or removal thereof. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise materially and adversely interfere with the Easement, without the prior written consent of Grantee; provided however, notwithstanding anything to the contrary herein, Grantor may install reasonable forms of traffic control within the Easement Property, (including without limitation, directional and other traffic signs). Grantee's consent will not be unreasonably withheld. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, property, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way materially and adversely interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee shall at its sole cost and expense, maintain and keep the Facilities in good order, condition and repair.

7. *Restoration of Property to Pre-Construction Condition.* Grantee shall, at its sole cost, clean up and remove all trash and debris caused by Grantee's construction, reconstruction, and maintenance of the Facilities. After all such activities, Grantee shall, at its sole cost, return the surface of the Easement Property to its pre-construction condition, excepting the Facilities. If Grantee damages existing fencing on the Easement Property, Grantee shall, at its cost, restore the fencing that does not interfere with the Facilities to its pre-construction condition. Grantee shall be responsible for any injuries (including death) to persons that arise out of Grantee's use of the Easement and/or entry by Grantee or its contractors, employees, agents or representatives upon the Easement Property or Adjacent Property if applicable.

8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunction (temporary or permanent) prohibiting interference and commanding compliance. Restraining order and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

9. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other related out-of-pocket costs.

10. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

11. *Choice of Law.* This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

12. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement. Any additional documents must be reasonably acceptable to both Grantee & Grantor.

15. *Indemnity.* To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, reasonable attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party; provided, such indemnity shall not apply to any claims out of the indemnified party's gross negligence or willful misconduct.

16. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.

17. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the test of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Liens and Encumbrances.* Subject to the Exceptions to Warranty, Grantor warrants that there are no liens, or attachments, that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

19. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. As of the date of this Agreement and pending further notice, notices shall be sent to the following addresses identified above.

20. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

21. Grantee shall enter the Easement Property at its own risk, and Grantor disclaims any duty to warn Grantee of risk of entry. The Easement is granted on an “AS IS, WHERE IS, WITH ALL FAULTS” basis.

GRANTOR:

Bear Creek Commercial Properties, LP

By: _____ Date: _____
Alan Bain
Vice President of Hunt Land Holdings, LLC
General partner of Bear Creek Commercial Properties, LP

GRANTEE:

City of Lavon

By: _____ Date: _____
Mayor

Acknowledgement Page Follows

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by Alan Bain in his capacity as Vice President of Hunt Land Holdings, LLC, general partner of Bear Creek Commercial Properties, LP

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ in her capacity as Mayor of City of Lavon, a Texas municipality.

Notary Public in and for the State of Texas

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Holder, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Holder.

[No Signature Required]

AFTER RECORDING RETURN TO:

City of Lavon
Attn: Kim Dobbs
P.O. Box 340
Lavon, Texas 76166

EXHIBIT A DRAINAGE EASEMENT SHEET 1 OF 2

LEGAL DESCRIPTION

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the WAS Bohannon Survey, Abstract Number 121, and being a part of that called 105.568 acre tract of land described in deed to Bear Creek Commercial Properties, LP as recorded in Volume 5376, Page 5572, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at highway monument found in the north line of said 105.568 acre tract, said point also being in the south right-of-way line of State Highway 78 (a variable width right-of-way);

THENCE along the north line of said 105.568 acre tract and along the south right-of-way line of State Highway 78 as follows:

South 82 degrees 50 minutes 32 seconds West, 102.25 feet to a point for corner;
North 87 degrees 59 minutes 36 seconds West, 86.02 feet to a point for corner in the west line of a channel/drainage easement described as Parcel 3E to the State of Texas as recorded in Document Number 20121101001398670, Official Public Records of Collin County, Texas, said point also being the POINT OF BEGINNING of this easement;

THENCE along the west line of said Parcel 3E as follows:

South 19 degrees 43 minutes 08 seconds West, 17.11 feet to a point for corner;
South 31 degrees 52 minutes 31 seconds West, 213.86 feet to a point for corner;
South 32 degrees 39 minutes 11 seconds West, 80.43 feet to a point for corner;
South 45 degrees 12 minutes 10 seconds West, 117.40 feet to a point for corner;
South 37 degrees 50 minutes 42 seconds West, 24.97 feet to a point for corner;

THENCE North 58 degrees 12 minutes 53 seconds West, 49.60 feet to a point for corner in the west line of a 15 foot wide sanitary sewer easement to the City of Lavon as recorded in Volume 5999, Page 119, Official Public Records of Collin County, Texas;

THENCE along the west line of said 15 foot wide sanitary sewer easement as follows:

North 32 degrees 03 minutes 44 seconds East, 391.85 feet to a point for corner;
North 01 degrees 19 minutes 13 seconds East, 12.98 feet to a point for corner in the north line of said 105.568 acre tract, said point also being in the south right-of-way line of State Highway 78, from which said point for corner bears the following three courses and distances: North 87 degrees 59 minutes 36 seconds West, 169.38 feet to a point for corner; North 84 degrees 29 minutes 11 seconds West, 99.33 feet to a point for corner; North 88 degrees 48 minutes 42 seconds West, 364.94 feet to a highway monument found at the northeast corner of that called that called 1.00 acre tract of land described in deed to Joe David Williams, Jr. and wife Carol Annette Williams as recorded in Volume 4219, Page 2408, Official Public Records of Collin County, Texas;

THENCE South 87 degrees 59 minutes 36 seconds East, 94.64 feet along the north line of said 105.568 acre tract and along the south right-of-way line of State Highway 78 to the POINT OF BEGINNING and containing 31,778 square feet or 0.730 acres of land.

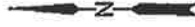
BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).

| | | | | |
|------------------|--------------|-----------------------------------|---|---|
| DATE 11-09-18 | DRAWN mwh | PROJECT HUN006 ESMT DE1.dwg | 2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000 |  |
|------------------|--------------|-----------------------------------|---|---|

EXHIBIT A DRAINAGE EASEMENT SHEET 2 OF 2

1" = 100'



| LINE TABLE | | |
|------------|-------------|---------|
| NO. | BEARING | LENGTH |
| L1 | S82°50'32"W | 102.25' |
| L2 | N87°59'36"W | 86.02' |
| L3 | S19°43'08"W | 17.11' |
| L4 | S31°52'31"W | 213.86' |
| L5 | S32°39'11"W | 80.43' |
| L6 | S45°12'10"W | 117.40' |
| L7 | S37°50'42"W | 24.97' |

| LINE TABLE | | |
|------------|-------------|---------|
| NO. | BEARING | LENGTH |
| L8 | N58°12'53"W | 49.60' |
| L9 | N32°03'44"E | 391.85' |
| L10 | N01°19'13"E | 12.98' |
| L11 | S87°59'36"E | 94.64' |
| L12 | N87°59'36"W | 169.38' |
| L13 | N64°29'11"W | 99.33' |
| L14 | N88°48'42"W | 364.94' |

APPROXIMATE LOCATION SURVEY LINE
WILLIAM H. MOORE SURVEY, ABSTRACT NO. 638
W.A.S BOHANNAN SURVEY, ABSTRACT NO. 121

STATE HIGHWAY 78

AGREED JUDGMENT OF COURT
IN ABSENCE OF OBJECTION
STATE OF TEXAS (PARCEL 3)
DOC. NO. 20121101001398670

P.O.C.
HIGHWAY
MONUMENT
FOUND(CM)

15' UTILITY EASEMENT TO
LAVON WATER SUPPLY
CORPORATION
(CALLED 0.98 ACRES)
DOC. NO. 94-0085627

WATER LINE EASEMENT
TO LAVON SPECIAL UTILITY
DISTRICT
DOC. NO. 20120831001089940

15' UTILITY EASEMENT TO
LAVON WATER SUPPLY
CORPORATION
(CALLED 0.98 ACRES)
DOC. NO. 94-0085627

BEAR CREEK COMMERCIAL
PROPERTIES, LP
(CALLED 105.568 ACRES)
VOL. 5376, PG. 5572
O.P.R.C.C.T

CHANNEL/DRAINAGE EASEMENT
STATE OF TEXAS PARCEL 3E
DOC. NO. 20121101001398670

DRAINAGE EASEMENT
31,778 S.F./0.730 ACRES
TO CITY OF LAVON VOL. 5999, PG. 119

JOE DAVID WILLIAMS, JR.
& WIFE
CALLED 1.00 ACRES
VOL. 4218, PG. 2408
O.P.R.C.C.T

BEAR CREEK COMMERCIAL
PROPERTIES, LP
(CALLED 3.08 ACRES)
DOC. NO. 20070404000453370
O.P.R.C.C.T

BEAR CREEK COMMERCIAL
PROPERTIES, LP
(CALLED TRACT 1
3.005 ACRES)
VOL. 5446, PG. 3422
O.P.R.C.C.T

BASIS OF BEARING:
The basis of bearing is (Coordinate
System: North Central Zone 4202
State Plane Coordinates, NAD83)



Mark W. Harp
MARK W. HARP
R.P.L.S. NO. 6425
NOVEMBER 14, 2018

LEGEND
P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
CM CONTROL MONUMENT
S.F. SQUARE FEET

| | | | | | |
|-------------------|------------------|--------------|-----------------------------------|---|--|
| SCALE: 1"=100' | DATE 11-09-18 | DRAWN mwh | PROJECT HUN006 ESMT DE1.dwg | 2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000 | |
|-------------------|------------------|--------------|-----------------------------------|---|--|

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MUTUAL ACCESS EASEMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

DATE: _____

GRANTOR: **Bear Creek Commercial Properties, LP**

GRANTOR'S MAILING ADDRESS: **2101 Cedar Springs Road, Suite 600
Dallas, Texas 75201**

GRANTEE: City of Lavon, Texas

GRANTEE'S MAILING ADDRESS: P.O. Box 340
Lavon, Texas 75166

CONSIDERATION: Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: That certain Variable Width Access Easement, more particularly Depicted and described in the attached Exhibit "A," incorporated herein for reference.

EASEMENT PURPOSE: For the purpose of access, ingress and egress for pedestrian and vehicular traffic over and across the Easement Property for public use. The grantor is responsible for maintenance of all improvements within the Easement Property.

RESERVATIONS FROM CONVEYANCE: None.

EXCEPTIONS TO WARRANTY: All matters of Record and all visible and apparent easements Affecting the Easement Property.

Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's heirs, successors, and assigns an easement and right-of-way in, on, over, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through, under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Warranty.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term "this Agreement" means this Mutual Access Easement Agreement. The terms "Grantor," "Grantee," "Consideration," "Easement Property," and "Easement Purpose" in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

2. *Facilities.* The land area included within the defined boundaries of the Mutual Access Easement, and any and all improvements included in, upon, or under the Mutual Access Easement.

3. *Character of Easement.* The Easement is non-exclusive and for the benefit of Grantee and Grantor & successors and assigns of Grantee and Grantor, and the general public. Grantor's tenants, customers, invitees, and employees of Grantor and such tenants.

4. *Duration of Easement.* The duration of the Easement is perpetual, except however that it shall terminate in the event of future abandonment of the Facilities by Grantee. For purposes hereof, and for so long as Grantee is the City of Lavon, the Facilities shall be deemed abandoned by Grantee solely upon Grantee's adoption and approval of an ordinance specifically abandoning the Easement and the rights of Grantee set forth herein.

5. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's, tenants, the customers, invitees, and employees of Grantors and such tenants, heirs, successors and assigns the right to use all or part of the Easement Property (including, without limitation, the right to use the Facilities in the same way that members of the public may use the Facilities) in conjunction with Grantee. Furthermore, notwithstanding any provision herein to the contrary, Grantor shall have the further right to grant additional easements in, over, upon across, and/or under the surface of the Easement Property (including, without limitation, easements for phone, cable, gas, water, sewer, drainage, and/or other utilities), so long as such particular use does not unreasonably interfere with the Easement Property set forth herein.

6. *Secondary Easement.* Grantee has the right (the “Secondary Easement”) to use the surface of the property, a strip on land not to exceed 10 feet in width, which is adjacent to the Easement Property (“Adjacent Property”) as may be reasonably necessary in connection with the Easement Property and the Easement Purpose. However, Grantee, at its sole cost and expense, must promptly restore the Adjacent Property to its previous physical condition, including promptly repair and damage to improvements thereon, if changed by use of the rights granted by this Secondary Easement.

7. *Improvement and Maintenance of Easement Property.* Grantee has the right to eliminate any encroachments into the Easement Property, including, without limitation, the right to remove any and all fencing, paving, trees and other obstructions that may injure or damage or tend to injure or damage the Facilities, or materially or adversely interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection inspection, operation, use, or removal thereof. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise materially and adversely interfere with the Easement, without the prior written consent of Grantee; provided however, notwithstanding anything to the contrary herein, Grantor may install reasonable forms of traffic control within the Easement Property, (including without limitation, directional and other traffic signs). Grantee’s consent will not be unreasonably withheld. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, property, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way materially and adversely interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee’s rights hereunder.

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19. *Liens and Encumbrances.* Subject to the Exceptions to Warranty, Grantor warrants that there are no liens, or attachments, that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

20. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. As of the date of this Agreement and pending further notice, notices shall be sent to the following addresses identified above.

21. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

22. Grantee shall enter the Easement Property at its own risk, and Grantor disclaims any duty to warn Grantee of risk of entry. The Easement is granted on an “AS IS, WHERE IS, WITH ALL FAULTS” basis.

GRANTOR:

Bear Creek Commercial Properties, LP

By: _____ Date: _____
Alan Bain
Vice President of Hunt Land Holdings, LLC
General partner of Bear Creek Commercial Properties, LP

GRANTEE:

City of Lavon

By: _____ Date: _____
Mayor

Acknowledgement Page Follows

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by Alan Bain in his capacity as Vice President of Hunt Land Holdings, LLC, general partner of Bear Creek Commercial Properties, LP

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ in her capacity as Mayor of City of Lavon, a Texas municipality.

Notary Public in and for the State of Texas

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Holder, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Holder.

[No Signature Required]

AFTER RECORDING RETURN TO:

City of Lavon
Attn: Kim Dobbs
P.O. Box 340
Lavon, Texas 76166

EXHIBIT A VARIABLE WIDTH ACCESS EASEMENT SHEET 1 OF 3

LEGAL DESCRIPTION

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the WAS Bohannon Survey, Abstract Number 121, and being a part of that called 105.568 acre tract of land described in deed to Bear Creek Commercial Properties, LP as recorded in Volume 5376, Page 5572, Official Public Records of Collin County, Texas, and also being a part of that called Tract 1 - 3.005 acre tract of land described in deed to Bear Creek Commercial Properties, LP as recorded in Volume 5446, Page 3422, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at highway monument found in the north line of said 105.568 acre tract, said point also being in the south right-of-way line of State Highway 78 (a variable width right-of-way);

THENCE along the north line of said 105.568 acre tract and along the south right-of-way line of State Highway 78 as follows:

South 82 degrees 50 minutes 32 seconds West, 102.25 feet to a point for corner;

North 87 degrees 59 minutes 36 seconds West, 350.04 feet to a point for corner;

North 84 degrees 29 minutes 11 seconds West, 88.38 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the POINT OF BEGINNING of this easement;

THENCE South 01 degrees 14 minutes 03 seconds West, 91.91 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 16 minutes 38 seconds West, 71.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 01 degrees 14 minutes 03 seconds West, 150.33 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 58 degrees 12 minutes 53 seconds East, 109.68 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the west line of a 15 foot wide sanitary sewer easement to the City of Lavon as recorded in Volume 5999, Page 119, Official Public Records of Collin County, Texas;

THENCE South 32 degrees 03 minutes 44 seconds West, 12.00 feet along the west line of said 15 foot wide sanitary sewer easement to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 12 minutes 53 seconds West, 106.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 45 minutes 57 seconds West, 26.72 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 01 degrees 14 minutes 03 seconds East, 170.95 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

| | | | | | |
|--|------------------|--------------|---------------------------------------|---|---|
| | DATE 11-01-18 | DRAWN mwh | PROJECT HUN006 ESMT ACCESS2.dwg | 2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000 |  |
|--|------------------|--------------|---------------------------------------|---|---|

**EXHIBIT A
VARIABLE WIDTH ACCESS EASEMENT
SHEET 2 OF 3**

LEGAL DESCRIPTION CONTINUED

THENCE North 33 degrees 16 minutes 38 seconds East, 61.78 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 01 degrees 14 minutes 03 seconds East, 52.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 43 degrees 47 minutes 19 seconds West, 56.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the north line of said 3.005 acre tract, said point also being in south right-of-way line of State Highway 78, from which said iron rod set bears North 88 degrees 48 minutes 42 seconds West, 300.86 feet to a highway monument found at the northeast corner of that called 1.00 acre tract of land described in deed to Joe David Williams, Jr. and wife Carol Annette Williams as recorded in Volume 4219, Page 2408, Official Public Records of Collin County, Texas;

THENCE along the south right-of-way line of State Highway 78 as follows:

South 88 degrees 48 minutes 42 seconds East, 64.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 84 degrees 29 minutes 11 seconds East, 10.95 feet to the POINT OF BEGINNING and containing 12,300 square feet or 0.282 acres of land.

BASIS OF BEARING:

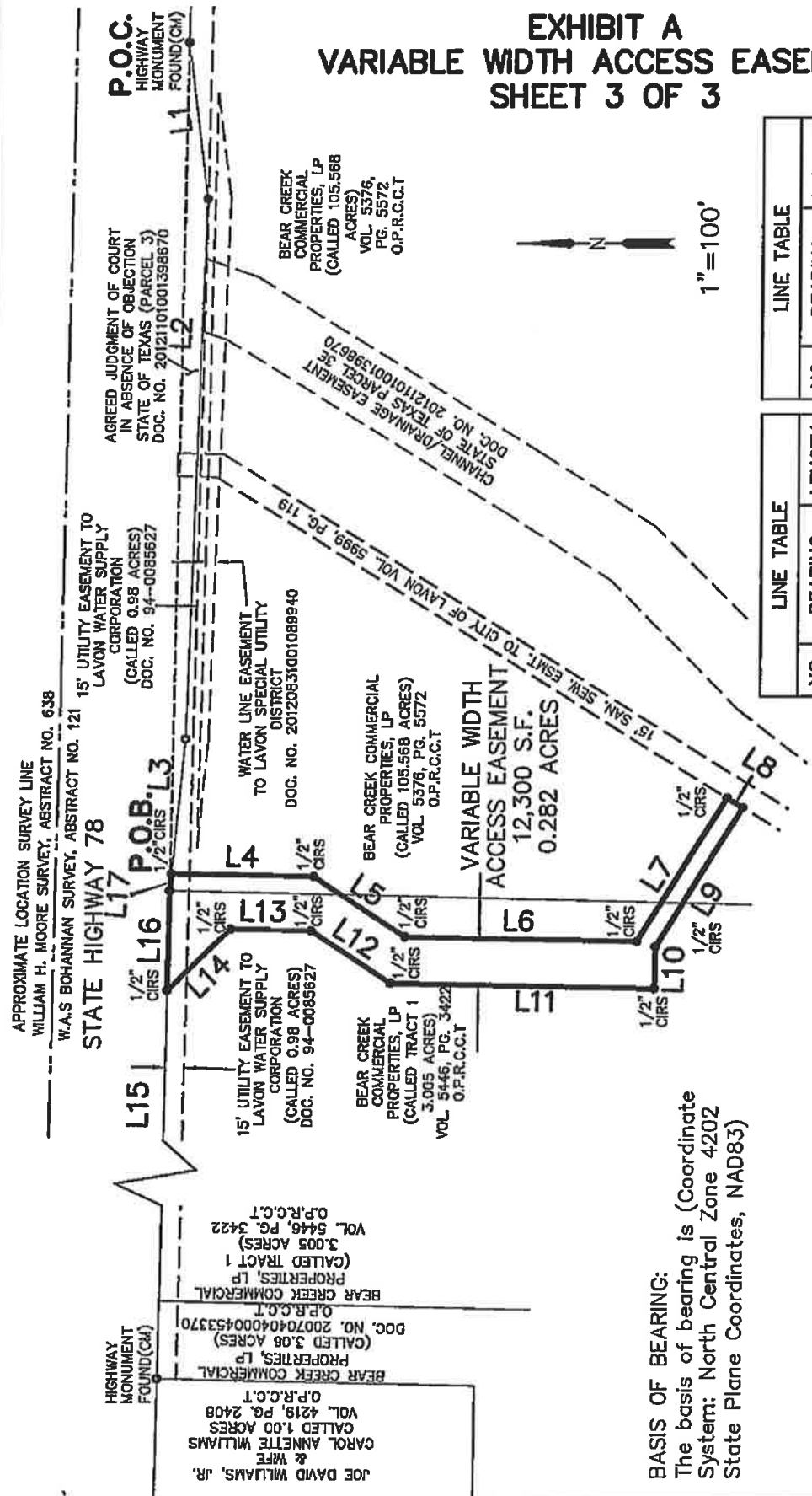
The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).

| | | | | | |
|--|------------------|--------------|---------------------------------------|---|---|
| | DATE 11-01-18 | DRAWN mwh | PROJECT HUN006 ESMT ACCESS2.dwg | 2121 Midway Road, Suite 300 Corrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000 |  |
|--|------------------|--------------|---------------------------------------|---|---|

EXHIBIT A VARIABLE WIDTH ACCESS EASEMENT SHEET 3 OF 3



1" = 100'



| LINE TABLE | | |
|------------|-------------|---------|
| NO. | BEARING | LENGTH |
| L10 | N88°45'57"W | 26.72' |
| L11 | N01°14'03"E | 170.95' |
| L12 | N33°16'38"E | 61.78' |
| L13 | N01°14'03"E | 52.08' |
| L14 | N43°47'19"W | 56.55' |
| L15 | N88°48'42"W | 300.86' |
| L16 | S88°48'42"E | 64.08' |
| L17 | S64°29'11"E | 10.95' |

| LINE TABLE | | |
|------------|-------------|---------|
| NO. | BEARING | LENGTH |
| L1 | S82°50'32"W | 102.25' |
| L2 | N87°59'36"W | 350.04' |
| L3 | N84°29'11"W | 88.38' |
| L4 | S01°14'03"W | 91.91' |
| L5 | S33°16'38"W | 71.21' |
| L6 | S01°14'03"W | 150.33' |
| L7 | S58°12'53"E | 109.68' |
| L8 | S32°03'44"W | 12.00' |
| L9 | N58°12'53"W | 106.34' |

LEGEND

- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- CIRS CAPPED IRON ROD SET
- CM CONTROL MONUMENT
- S.F. SQUARE FEET



Mark W. Harp

MARK W. HARP
R.P.L.S. NO. 6425
NOVEMBER 28, 2018

BASIS OF BEARING:
The basis of bearing is (Coordinate System: North Central Zone 4202 State Plane Coordinates, NAD83)

| | | | | |
|---------------------|------------------|--------------|---------------------------------------|---|
| SCALE: 1" = 100' | DATE 11-01-18 | DRAWN mwh | PROJECT HUN006 ESMT ACCESS2.dwg | 2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000 |
|---------------------|------------------|--------------|---------------------------------------|---|



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

UTILITY EASEMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

DATE: _____

GRANTOR: **Bear Creek Commercial Properties, LP**

GRANTOR'S MAILING ADDRESS: **2101 Cedar Springs Road, Suite 600
Dallas, Texas 75201**

GRANTEE: **City of Lavon, Texas**

GRANTEE'S MAILING ADDRESS: **P.O. Box 340
Lavon, Texas 75166**

CONSIDERATION: **Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.**

EASEMENT PROPERTY: **That certain variable width Utility Easement, more particularly depicted and described in the attached Exhibit "A," incorporated herein for reference.**

EASEMENT PURPOSE: **For the purpose of installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of one or more utility improvements (water, sewer) and related facilities, (collectively, the "Facilities") in, under, over, and across the easement. This could include franchise utilities as well (electric, gas).**

RESERVATIONS FROM CONVEYANCE: **None.**

EXCEPTIONS TO WARRANTY: **All matters of Record and all visible and apparent easements Affecting the Easement Property.**

Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's heirs, successors, and assigns an easement in, on, over, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through, under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Warranty.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term "this Agreement" means this Mutual Access Easement Agreement. The terms "Grantor," "Grantee," "Consideration," "Easement Property," and "Easement Purpose" in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

2. *Character of Easement.* The Easement is non-exclusive and for the benefit of Grantee and Grantee's successors and assigns.

3. *Duration of Easement.* The duration of the Easement is perpetual, except however that it shall terminate in the event of future abandonment of the Facilities by Grantee. For purposes hereof, and for so long as Grantee is the City of Lavon, the Facilities shall be deemed abandoned by Grantee solely upon Grantee's adoption and approval of an ordinance specifically abandoning the Easement and the rights of Grantee set forth herein.

4. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's, heirs, successors and assigns, the right to use all or part of the Easement Property (including, without limitation, the right to use the Facilities in the same way that members of the public may use the Facilities) in conjunction with Grantee. Furthermore, notwithstanding any provision herein to the contrary, Grantor shall have the further right to grant additional easements, over, upon and/or across, the surface of the Easement Property so long as such particular use does not unreasonably interfere with the Easement Property set forth herein.

5. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use the surface of the property, a strip of land not to exceed 10 feet in width, which is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary in connection with the Easement Property and the Easement Purpose. However, Grantee, at its sole cost and expense, must promptly restore the Adjacent Property to its previous physical condition, including promptly repair any damage to improvements thereon, if changed by use of the rights granted by this Secondary Easement.

6. *Improvement and Maintenance of Easement Property.* Grantee has the right to eliminate any encroachments into the Easement Property, including, without limitation, the right to remove any and all fencing, paving, trees and other obstructions that may injure or damage or tend to injure or damage the Facilities, or materially or adversely interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection inspection, operation, use, or removal thereof. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise materially and adversely interfere with the Easement, without the prior written consent of Grantee; provided however, notwithstanding anything to the contrary herein, Grantor may install reasonable forms of traffic control within the Easement Property, (including without limitation, directional and other traffic signs). Grantee's consent will not be unreasonably withheld. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, property, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way materially and adversely interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee shall at its sole cost and expense, maintain and keep the Facilities in good order, condition and repair.

7. *Restoration of Property to Pre-Construction Condition.* Grantee shall, at its sole cost, clean up and remove all trash and debris caused by Grantee's construction, reconstruction, and maintenance of the Facilities. After all such activities, Grantee shall, at its sole cost, return the surface of the Easement Property to its pre-construction condition, excepting the Facilities. If Grantee damages existing fencing on the Easement Property, Grantee shall, at its cost, restore the fencing that does not interfere with the Facilities to its pre-construction condition. Grantee shall be responsible for any injuries (including death) to persons that arise out of Grantee's use of the Easement and/or entry by Grantee or its contractors, employees, agents or representatives upon the Easement Property or Adjacent Property if applicable.

8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunction (temporary or permanent) prohibiting interference and commanding compliance. Restraining order and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

9. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other related out-of-pocket costs.

10. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

11. *Choice of Law.* This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

12. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement. Any additional documents must be reasonably acceptable to both Grantee & Grantor.

15. *Indemnity.* To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, reasonable attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party; provided, such indemnity shall not apply to any claims out of the indemnified party's gross negligence or willful misconduct.

16. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.

17. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the test of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Liens and Encumbrances.* Subject to the Exceptions to Warranty, Grantor warrants that there are no liens, or attachments, that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

19. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. As of the date of this Agreement and pending further notice, notices shall be sent to the following addresses identified above.

20. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

21. Grantee shall enter the Easement Property at its own risk, and Grantor disclaims any duty to warn Grantee of risk of entry. The Easement is granted on an “AS IS, WHERE IS, WITH ALL FAULTS” basis.

GRANTOR:

Bear Creek Commercial Properties, LP

By: _____ Date: _____

Alan Bain
Vice President of Hunt Land Holdings, LLC
General partner of Bear Creek Commercial Properties, LP

GRANTEE:

City of Lavon

By: _____ Date: _____

Mayor

Acknowledgement Page Follows

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by Alan Bain in his capacity as Vice President of Hunt Land Holdings, LLC, general partner of Bear Creek Commercial Properties, LP

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ in her capacity as Mayor of City of Lavon, a Texas municipality.

Notary Public in and for the State of Texas

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Holder, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Holder.

[No Signature Required]

AFTER RECORDING RETURN TO:

City of Lavon
Attn: Kim Dobbs
P.O. Box 340
Lavon, Texas 76166

EXHIBIT A SHEET 1 OF 2

LEGAL DESCRIPTION

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the WAS Bohannon Survey, Abstract Number 121, and being a part of that called 3.06 acre tract of land described in deed to Bear Creek Commercial Properties, LP as recorded in Document Number 20070404000453370, Official Public Records of Collin County, Texas, and being a part of that called Tract 1 - 3.005 acre tract of land described in deed to Bear Creek Commercial Properties, LP as recorded in Volume 5446, Page 3422, Official Public Records of Collin County, Texas, and also being a part of that called 105.568 acre tract of land described in deed to Bear Creek Commercial Properties, LP as recorded in Volume 5376, Page 5572, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found most northerly northwest corner of said 3.06 acre tract, said point also being at the intersection of the south right-of-way line of State Highway 78 (a variable width right-of-way) with the east right-of-way line of State Highway 205 (a variable width right-of-way);

THENCE along the west line of said 3.06 acre tract and along the east right-of-way line of State Highway 205 as follows:

South 46 degrees 16 minutes 13 seconds West, 141.72 feet to a highway monument found for corner;

South 01 degrees 13 minutes 03 seconds West, 98.46 feet to the POINT OF BEGINNING of this easement;

THENCE South 89 degrees 32 minutes 55 seconds East, 177.04 feet to a one-half inch iron rod with cap stamped "R.S.C.I. RPLS 5034" found for corner, said point being the southwest corner of that called 1.00 acre tract of land described in deed to Joe David Williams, Jr. and wife Carol Annette Williams as recorded in Volume 4219, Page 2408, Official Public Records of Collin County;

THENCE South 89 degrees 36 minutes 18 seconds East, 214.47 feet to a one-half inch iron rod found for corner, said point being the southeast corner of said 1.00 acre tract;

North 01 degrees 26 minutes 58 seconds East, 190.52 feet along the east line of said 1.00 acre tract to a point for corner, from which said point for corner bears North 01 degrees 26 minutes 58 seconds East, 15.00 feet to a highway monument found for corner in the south right-of-way line of State Highway 78;

THENCE South 88 degrees 48 minutes 42 seconds East, 375.92 feet to a point for corner;

THENCE South 01 degrees 14 minutes 03 seconds West, 10.00 feet to a point for corner;

THENCE North 88 degrees 48 minutes 42 seconds West, 365.95 feet to a point for corner;

THENCE South 01 degrees 26 minutes 58 seconds West, 190.38 feet to a point for corner;

THENCE North 89 degrees 36 minutes 18 seconds West, 224.28 feet to a point for corner;

THENCE North 89 degrees 32 minutes 55 seconds West, 177.17 feet to a point for corner, said point being in the west line of said 3.06 acre tract, said point also being in the east right-of-way line of State Highway 205;

THENCE North 01 degrees 13 minutes 03 seconds East, 10.00 feet along the west line of said 3.06 acre tract and along the east right-of-way line of State Highway 205 to the POINT OF BEGINNING and containing 9,579 square feet or 0.220 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).

| | | | | | |
|--------|------------------|--------------|-----------------------------------|---|---|
| SCALE: | DATE 11-12-18 | DRAWN mwh | PROJECT HUN006 ESMT UE1.dwg | 16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001 TBPE No. F-438 TBPLS No. 10076000 |  |
|--------|------------------|--------------|-----------------------------------|---|---|

EXHIBIT A SHEET 2 OF 2

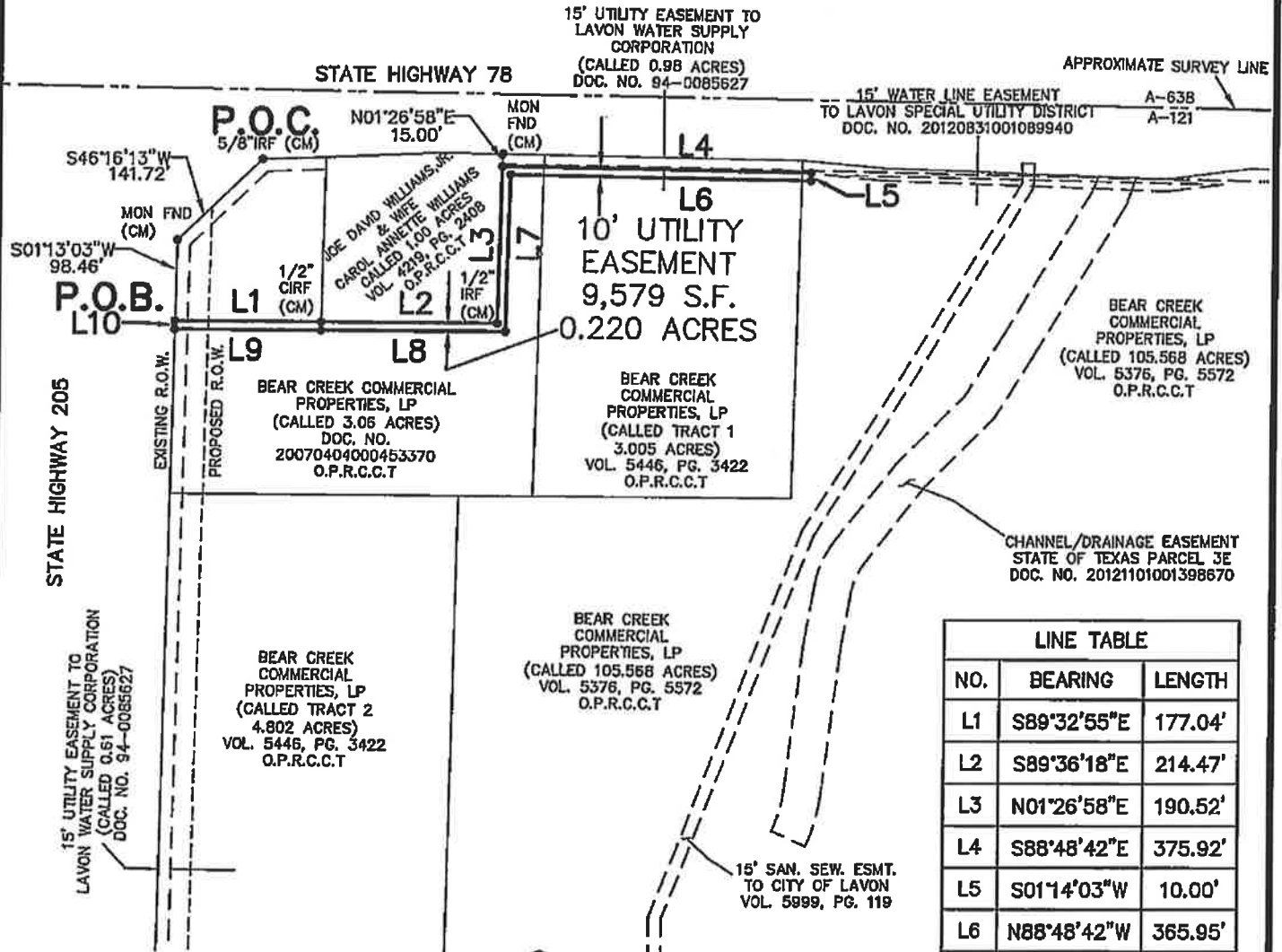
LEGEND

P.O.C. POINT OF COMMENCING
 P.O.B. POINT OF BEGINNING
 IRF IRON ROD FOUND
 CIRF CAPPED IRON ROD FOUND
 CM CONTROL MONUMENT
 S.F. SQUARE FEET

BASIS OF BEARING:
 The basis of bearing is (Coordinate System:
 North Central Zone 4202 State Plane
 Coordinates, NAD83)



1"=200'



CHANNEL/DRAINAGE EASEMENT
 STATE OF TEXAS PARCEL 3E
 DOC. NO. 20121101001398670

| LINE TABLE | | |
|------------|-------------|---------|
| NO. | BEARING | LENGTH |
| L1 | S89°32'55"E | 177.04' |
| L2 | S89°36'18"E | 214.47' |
| L3 | N01°26'58"E | 190.52' |
| L4 | S88°48'42"E | 375.92' |
| L5 | S01°14'03"W | 10.00' |
| L6 | N88°48'42"W | 365.95' |
| L7 | S01°26'58"W | 190.38' |
| L8 | N89°36'18"W | 224.28' |
| L9 | N89°32'55"W | 177.17' |
| L10 | N01°13'03"E | 10.00' |

Mark W. Harp

MARK W. HARP
 R.P.L.S. NO. 6425
 NOVEMBER 12, 2018



| | | | | | |
|-------------------|------------------|--------------|-----------------------------------|---|--|
| SCALE: 1"=200' | DATE 11-12-18 | DRAWN mwh | PROJECT HUN006 ESMT UE1.dwg | 16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001 TBPE No. F-438 TBPLS No. 10076000 | |
|-------------------|------------------|--------------|-----------------------------------|---|--|



City of Lavon
Planning and Zoning Commission

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

November 27, 2018


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

RE: Commission Report: Final Plat – Highway 205 Tract, Phase 1

Dear Mayor Sanson and Members of the City Council,

At the November 27, 2018 Planning and Zoning Commission Meeting, the Planning and Zoning Commission considered and voted to recommend approval of the Final Plat of the Highway 205 Tract, Phase 1 subject to the recordation of the drainage, utility and access easements.

Respectfully submitted,



David Rosenquist, Chairman
Planning and Zoning Commission



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: December 4, 2018

ITEM: 8 - H

Item:

Discussion and action regarding Ordinance No. 2018-12-01 prohibiting the parking of certain commercial vehicles in residentially zoned districts.

Background:

In response to an inquiry at City Hall, it was recently determined that the Code of Regulations addresses the parking of commercial vehicles on public streets and the operation of commercial vehicles on specific streets; however, the Code of Ordinances does not address the parking of commercial vehicles in residential neighborhoods. Residential neighborhoods would be those properties zoned Single Family (SF-1, SF-2, and SF-4) and Planned Development-Single Family (PD-SF).

Cities typically restrict the parking of commercial vehicles in residential neighborhoods to protect the public's health and safety and to protect the integrity of residential streets and streetscapes. The proposed ordinance prohibits parking of commercial vehicles, defines as vehicles with 3 or more axles, commonly known as eighteen (18) wheelers, commercial vehicles with gross vehicle weight of 16,000 pounds or more or commercial trailers of over 20 feet in length.

At this time, there are no pending complaints regarding commercial vehicles being parked in neighborhoods. It is anticipated that the ordinance may pre-empt future complaints.

Approval is recommended.

Attachments: Proposed Ordinance
Zoning Map

November 30, 2018

CITY OF LAVON, TEXAS
ORDINANCE NO. 2018-12-01

Parking of Certain Commercial Vehicles on Residential Zoned Property

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING CHAPTER 11 OF THE CITY OF LAVON'S CODE OF ORDINANCES, TO PROHIBIT THE PARKING OF CERTAIN COMMERCIAL VEHICLES IN ANY RESIDENTIAL ZONED DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE, PROPER NOTICE AND MEETING; SEVERABILITY CLAUSE AND REPEALER CLAUSE.

WHEREAS, the City Council of the City of Lavon finds and determines that regulating the parking of commercial vehicles in residentially zoned districts is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

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

SECTION 1. RECITALS

The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council hereby incorporates such recitals as part of this Ordinance.

SECTION 2. PARKING REGULATIONS

Chapter 11 Traffic and Vehicles, Article 11.03 Parking, Section 11.03.003 Offenses, of the Code of Ordinances of the City of Lavon is hereby amended by adding the following paragraphs:

(o) Except as noted in paragraph (p) it shall be unlawful for person to park or allow to be parked on any property zoned as residential:

- (1) Any commercial vehicle with 3 or more axles; or
- (2) Any commercial with a gross vehicle weight (GVW) of greater than 16,000 pounds; or
- (3) Any commercial trailer over 20 feet in length.

(p) Paragraph (o) above does not pertain to:

- (1) Commercial vehicles stopping briefly to load or unload; or
- (2) Any emergency vehicle; or
- (3) Vehicles authorized by the City to perform work in the residentially zoned area.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 4. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code and as required by Chapter 52 of the Texas Local Government Code.

SECTION 5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 6. REPEALER

The provisions of this Ordinance shall be cumulative of all other ordinances, or parts of ordinances, and resolutions, or parts of resolutions governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances, or parts of ordinances, or resolutions, or parts of resolutions, inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

PASSED AND APPROVED by the City Council of the City of Lavon, Texas this 4th day of December, 2018.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/ City Secretary

ZONING MAP

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



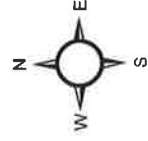
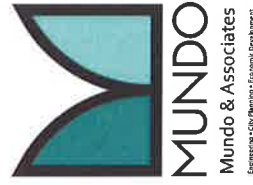
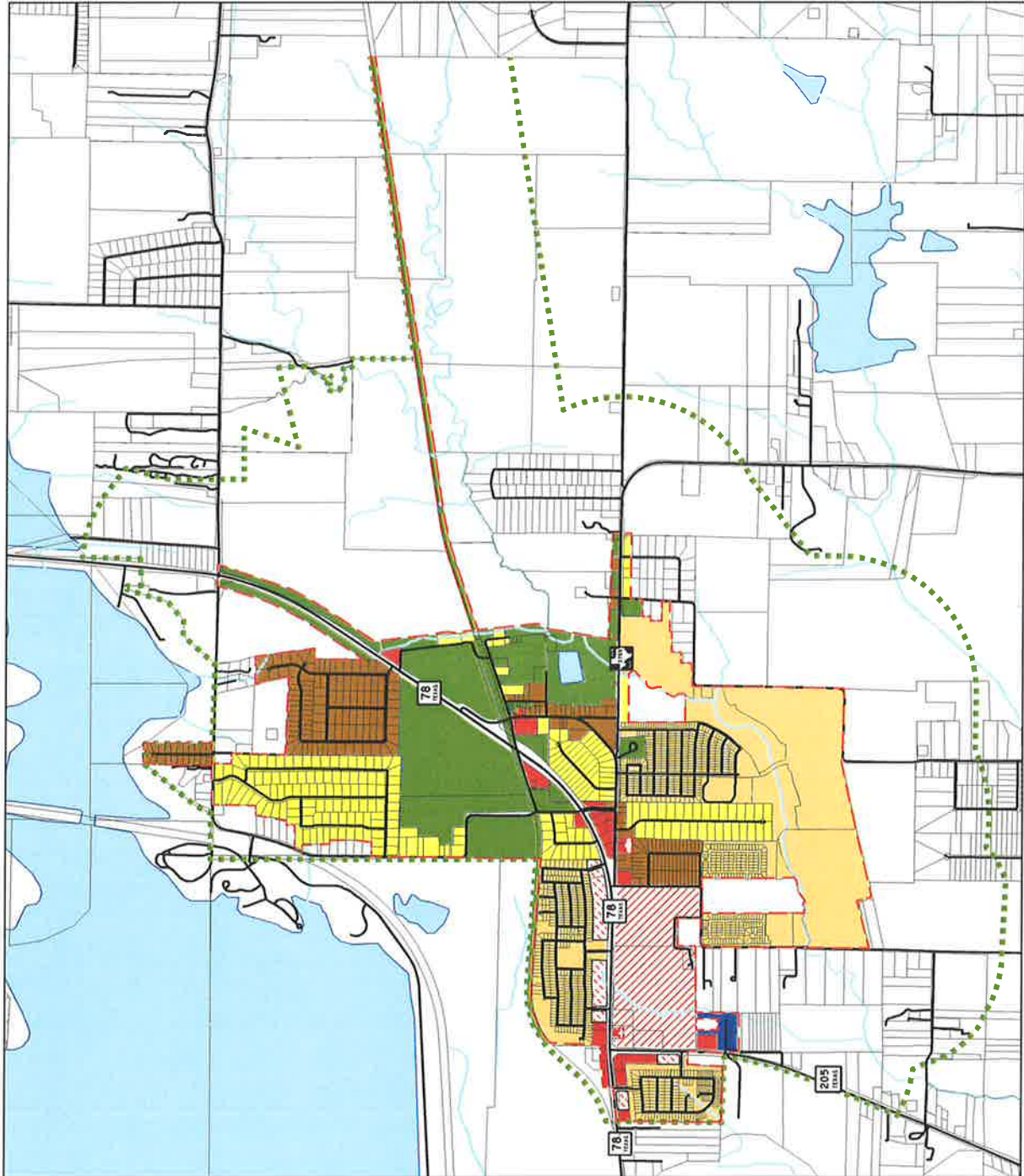
Legend

- 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)
- Lavon City Limits

For Planned Development Regulations
See the City of Lavon 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 Lavon Zoning Ordinance





CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: December 4, 2018

ITEM: 8 - I

Item:

Discussion and action regarding City of Lavon holiday schedule for 2019.

Background:

The City of Lavon Personnel Manual provides for 8 holidays for city employees, seven specific holidays and a floating holiday. Public safety employees who are required to work on a designated holiday are granted a holiday shift that may be taken on another date.

A visual documented calendar of meetings and holidays offers an opportunity for positive and accountable planning. A survey of area cities, state and federal offices indicates that the City of Lavon policy lags behind other entities in terms of holiday designations. The table below provides a comparison.

| Entity | Holidays |
|----------------------|--------------------------------|
| State offices | 18 |
| City of Princeton | 14 |
| Federal offices | 12 |
| City of Josephine | 12 |
| City of Farmersville | 12 |
| City of Royse City | 12 (10 regular and 2 floating) |
| City of Rockwall | 11 |
| City of Wylie | 10 |
| City of Lavon | 8 (7 regular and 1 floating) |

The attached forms provide a listing of approved and proposed holidays and the City Council meeting schedule. The Personnel Manual, which is in the process of revision, will be updated according to the City Council's direction.

- Attachments:**
- 1) Existing and Proposed Holiday Schedule 2019
 - 2) City Council Meeting Schedule 2019

November 30, 2018



2019 Holidays Schedule

| | |
|-------------------------------|--------------------------|
| New Year's Day | January 1, 2019 |
| <i>Martin Luther King Day</i> | <i>January 21, 2019</i> |
| <i>Presidents' Day</i> | <i>February 18, 2019</i> |
| <i>Good Friday</i> | <i>April 19, 2019</i> |
| Memorial Day | May 27, 2019 |
| Independence Day | July 4, 2019 |
| Labor Day | September 2, 2019 |
| <i>Veterans Day</i> | <i>November 11, 2019</i> |
| Thanksgiving | November 28, 2019 |
| | <i>November 29, 2019</i> |
| Christmas | December 24, 2019 |
| | December 25, 2019 |

Italicized dates are proposed additions to the schedule



2019 City Council Meetings Schedule

| | |
|---------|--------------------|
| Tuesday | January 15, 2019 |
| Tuesday | February 5, 2019 |
| Tuesday | February 19, 2019 |
| Tuesday | March 5, 2019 |
| Tuesday | March 19, 2019 |
| Tuesday | April 2, 2019 |
| Tuesday | April 16, 2019 |
| Tuesday | May 7, 2019 |
| Tuesday | May 21, 2019 |
| Tuesday | June 4, 2019 |
| Tuesday | June 18, 2019 |
| Tuesday | July 2, 2019 |
| Tuesday | July 16, 2019 |
| Tuesday | August 6, 2019 |
| Tuesday | August 20, 2019 |
| Tuesday | September 3, 2019 |
| Tuesday | September 17, 2019 |
| Tuesday | October 1, 2019 |
| Tuesday | October 15, 2019 |
| Tuesday | November 5, 2019 |
| Tuesday | November 19, 2019 |
| Tuesday | December 3, 2019 |
| Tuesday | December 17, 2019 |

Uniform Election Dates

| | |
|---------|------------------|
| Special | May 4, 2019 |
| Regular | November 5, 2019 |



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: December 4, 2018

ITEM: 9

Item:

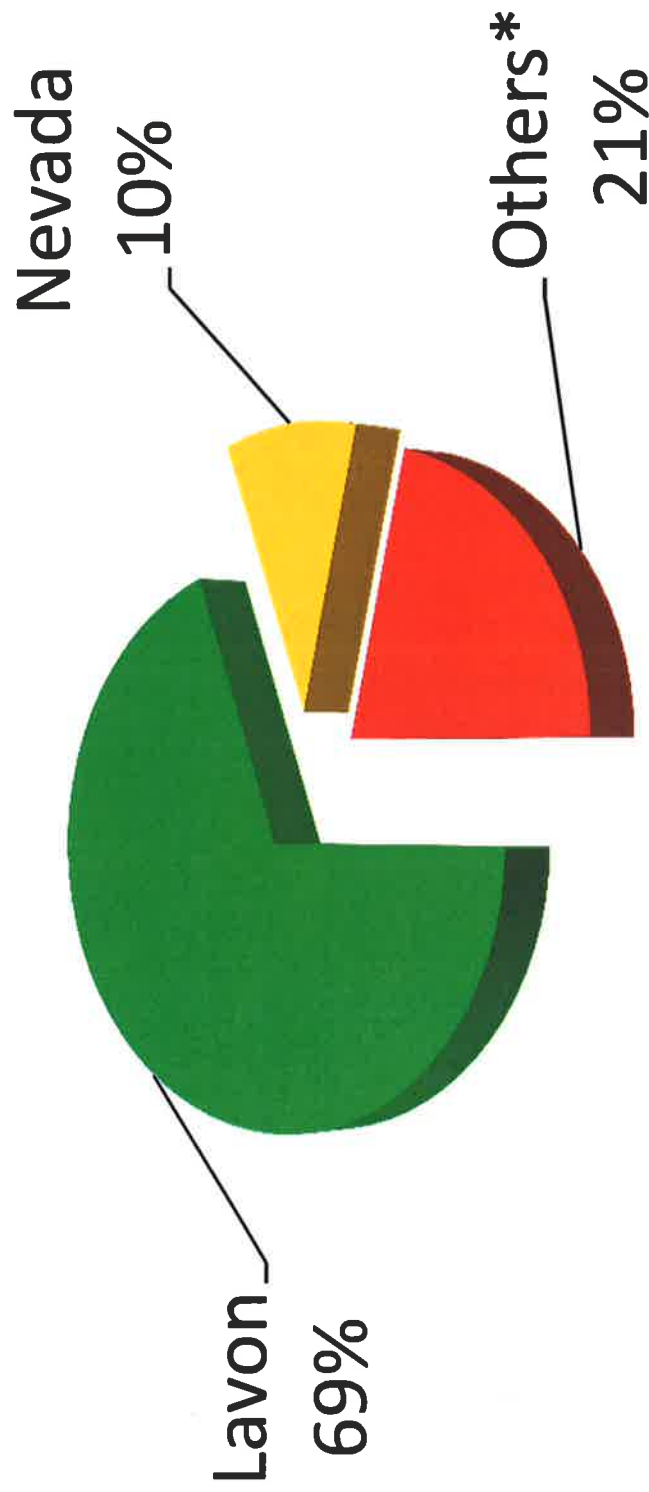
DEPARTMENT REPORTS

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; 3) community relations and crime prevention report; 4) Exchange Zone update and 5) Community Camera program update.
- B.** Fire Services – 1) Fire Marshal’s report, 2) Wylie Fire Rescue - EMS run report and 3) LVFD call report, membership report and Emergency Response Staffing (ERS) program update.
- C.** Public Works Services – 1) General public works and street & sidewalk maintenance report including mowing and trash collection; 2) sanitary sewer system maintenance; and 3) upcoming projects.
- D.** Administration Services –1) Financial Outlooks; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report, 5) Sales Tax Report , 6) MSRB Rule G-10 Report – Heritage PID No. 1; 7) Heritage PID #1 Advisor – Annual Disclosure; Heritage PID #1 – Arbitrage Compliance Report; and 8) Atmos Energy Corp., Mid-Tex Division – Statement of Rider GCR.

Oct '18

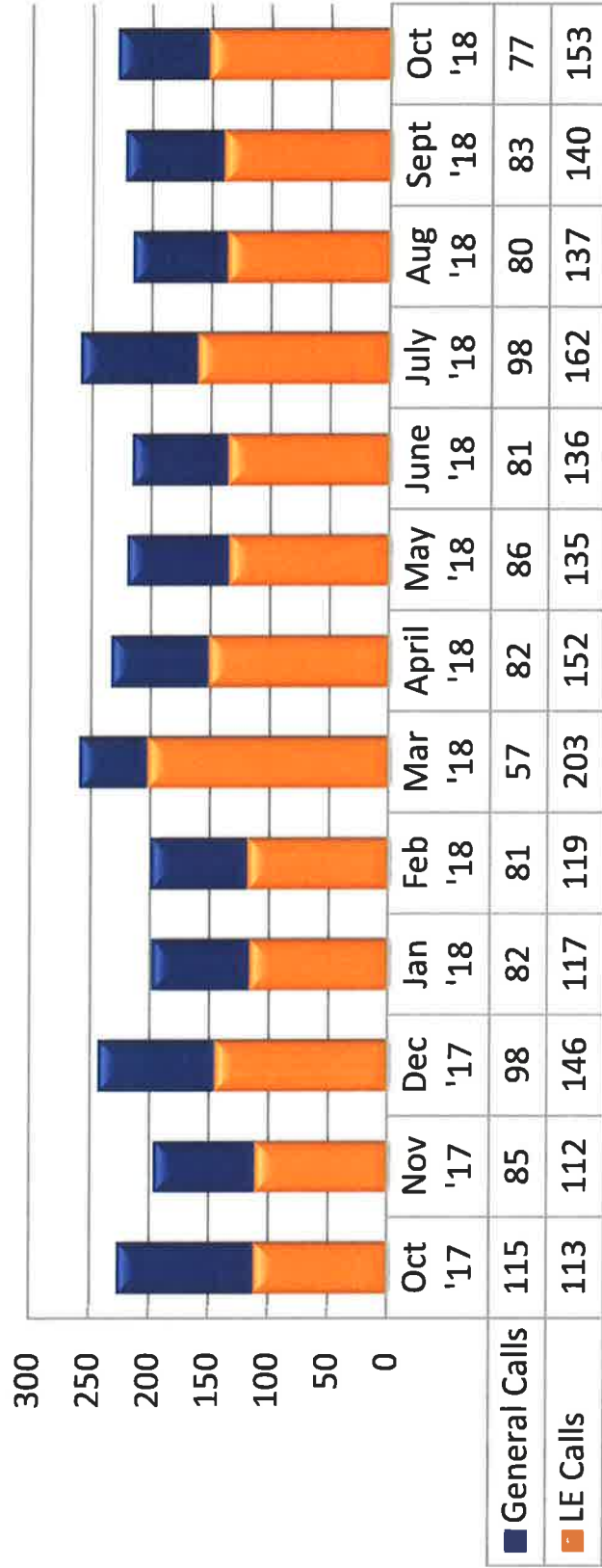
Call Breakout



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

Oct '18

Calls for Service



Monthly Reserve Participation Comparison

Select an Employee: **October**
 Enter Year: **2018**

| Weekday/Employee | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | | | | | | |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|----|----|----|
| McCalpin | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| Hanley | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| Williamson | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |

More Than 10 hours 

Between 8 and 10 hours 

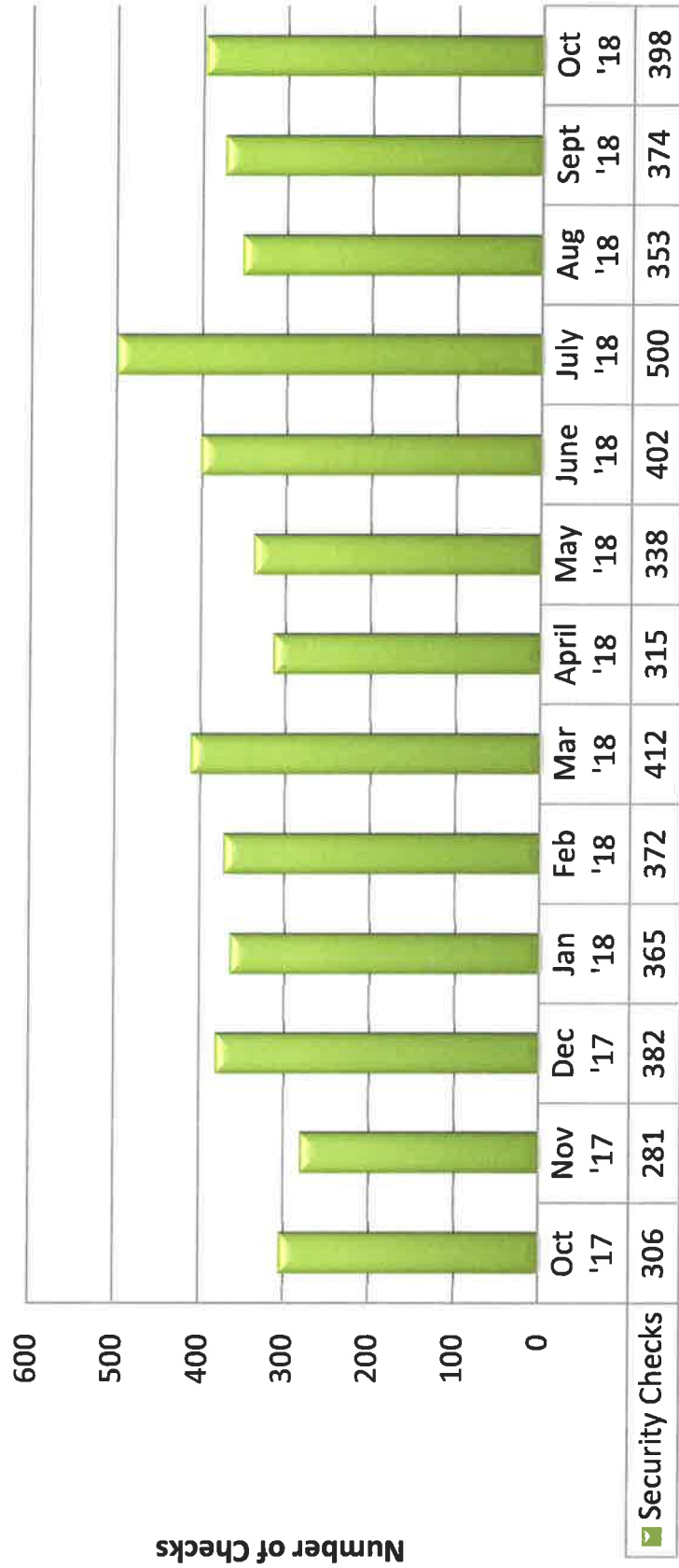
Between 6 and 8 hours 

Between 3 and 6 hours 

3 Hours or less 

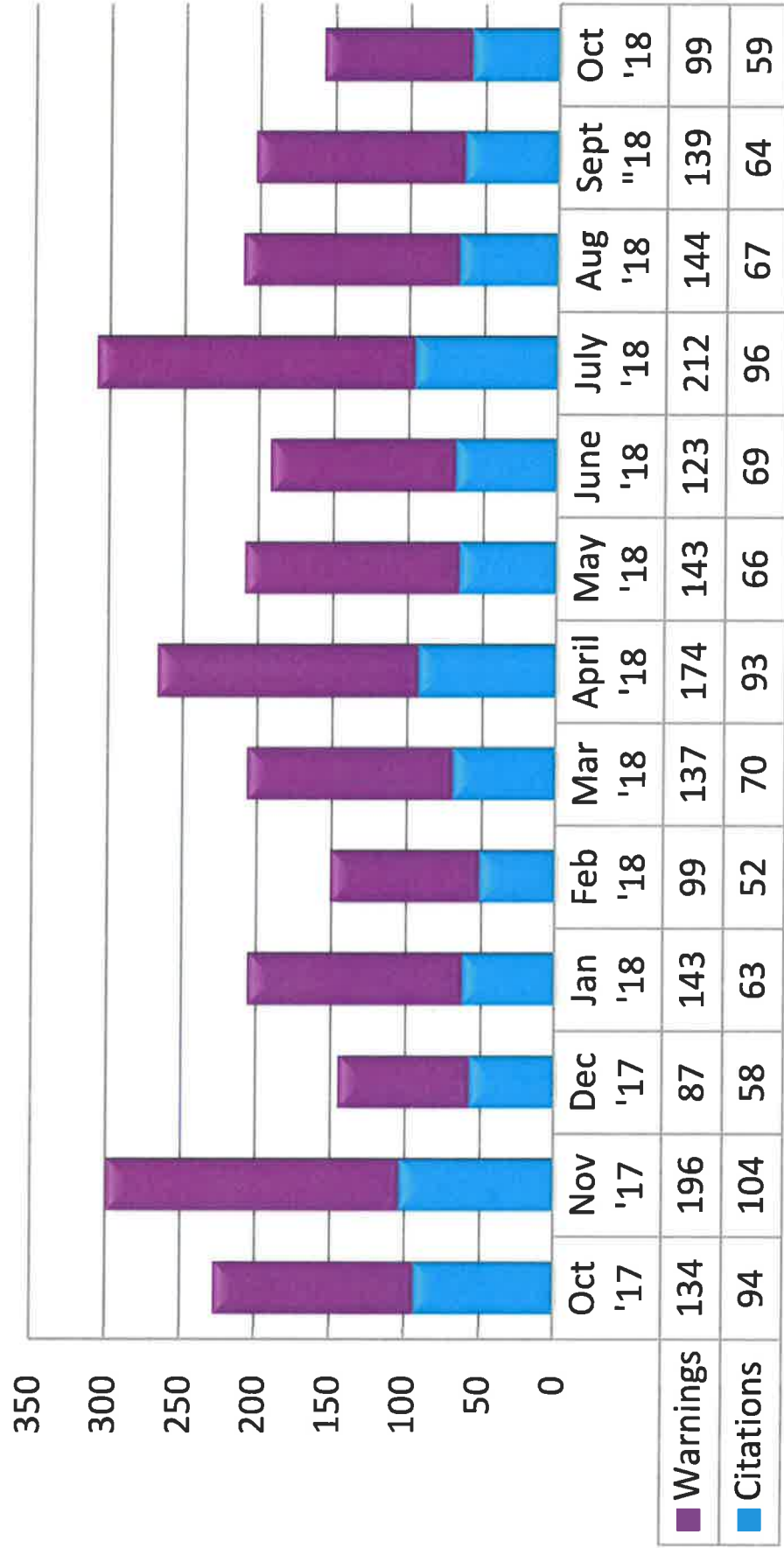
Security Checks

Oct '18



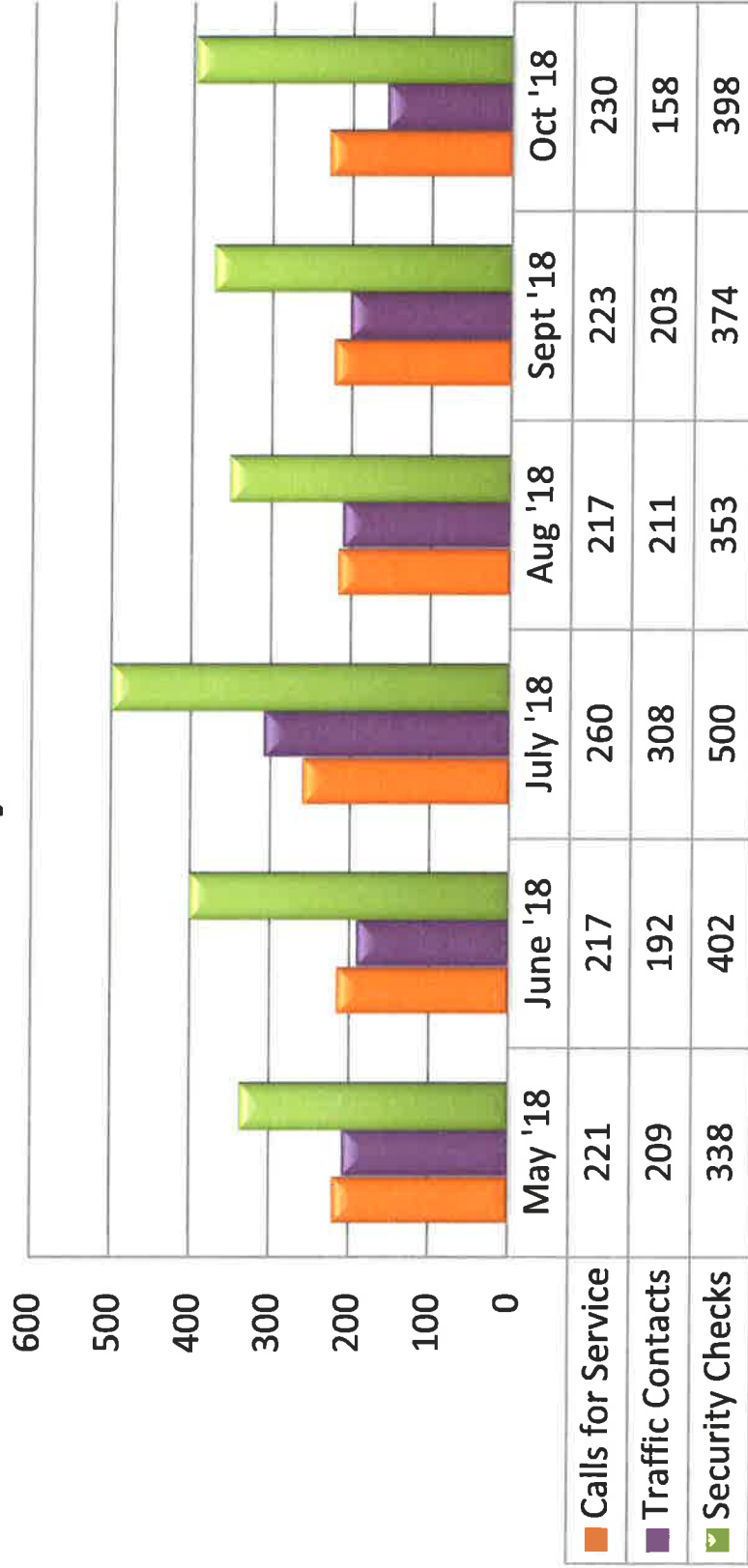
Traffic Enforcement

Oct '18



Oct '18

Activity Levels



City of Lavon Community Camera Program

In an effort to deter crime and improve investigations outcomes the Lavon Police Department has introduced the voluntary Lavon Community Camera Program. The Lavon Community Camera Program promotes citizen participation in our efforts to keep Lavon safe and crime free. Video footage is increasingly becoming an invaluable asset in identifying suspects and establishing leads in criminal cases. We are asking you to join us in our mission to provide the highest level of service in our community.

Join the Lavon Community Camera Program

There are many businesses and homeowners who have surveillance systems. These owners can privately, voluntarily and confidentially register their homes and businesses with the Lavon Police Department. If a crime occurs near one of the registered homes or businesses, the footage could be voluntarily provided to the department in an attempt to aid in the apprehension and conviction of involved parties.

There are three easy steps:

1. **REGISTER:** Registration takes only a few minutes. You will provide basic information such as your address and where your camera(s) are located. There is no cost to you. To register for Lavon Community Camera Program, complete the attached application and return it to by the police station or City Hall.
2. **VERIFICATION:** Once you have completed and submitted the application, a member of the Lavon Police Department will follow up with you to confirm the registration.
3. **CALL TO ACTION:** In the event there is a criminal incident in the vicinity of the location you registered, a member of the Lavon Police Department will contact you. The member may request a copy of the video in an effort to assist with the investigation.

Registering your information **DOES NOT** provide the Lavon Police Department with direct access to your camera(s). You will only be contacted if it is believed your camera could contain evidence relevant to a criminal investigation. Your registration can be removed at any time by contacting the Lavon Police Department and requesting your information be deleted from the program. **All Lavon Community Camera Program information is kept confidential except as required by law or court order.**

Disclaimer & Terms of Use

Information provided to the Lavon Police Department regarding your camera system will be utilized for official use only. Your personal information will remain confidential and not be distributed except as required by law or court order.

All Lavon Community Camera Program users agree to the following terms and conditions:

1. Any footage containing or related to criminal activity may be collected by the Lavon Police Department for use as evidence during any stage of an investigation or criminal proceeding.
2. If necessary, a member of the Lavon Police Department will contact you directly, using the information provided on this site, to request the appropriate video surveillance footage.
3. Under no circumstance shall registrants construe they are acting as an agent and/or employee of the City of Lavon and/or the Lavon Police Department through the Lavon Community Cam program.
4. Under no circumstance shall the Lavon Police Department utilize any information obtained to view footage/feeds directly from cameras owned by registrants.



LAVON POLICE DEPARTMENT

Community Camera Program Application

Chief J. Michael Jones



Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

Neighborhood

Phone: _____ Email _____

Tell us about your cameras

Number of cameras: _____ How many days is video stored: _____
Are your cameras in color? YES NO Do your cameras have night capabilities? YES NO

Camera Views

| | | | | | | | | |
|----------------|------------------------------|-----------------------------|---------------|------------------------------|-----------------------------|-----------------|------------------------------|-----------------------------|
| Front Yard | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Back Yard | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Left Side Yard | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Front Door | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Back Door | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Right Side Yard | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Garage | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Driveway | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Patio | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Street (Front) | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Street (Side) | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Alley | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

Others (describe) _____

Disclaimer, Terms and Signature

Information provided to the Lavon Police Department regarding your camera system will be utilized for official use only. Your personal information will remain confidential and not be distributed except as required by law or court order. All Lavon Community Camera users agree to the following terms and conditions:

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4. Under no circumstance shall the Lavon Police Department utilize any information obtained to view footage/feeds directly from cameras owned by registrants.

I agree and accept the above terms and conditions.

Signature: _____ Date: _____



Custom ▾

Jul 1, 2018 - Sep 30, 2018 ▾

11:25

MM:SS
Average Response Time

10%

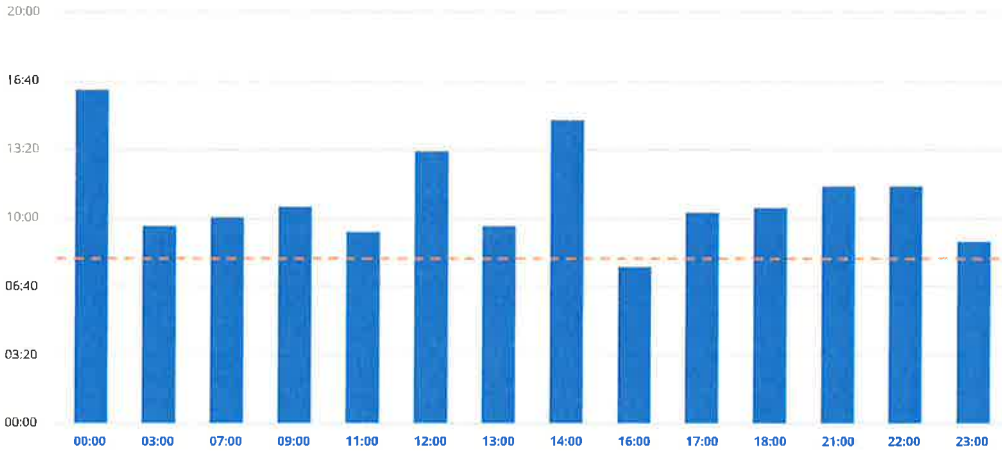
OF RESPONSES
Response time <= US:00

92

DAYS
In Selected Time Slice

20

UNIT RESPONSES
In Selected Time Slice



Counts

% Rows

% Columns

% All

00:00 - 04:59 05:00 - 07:59 08:00 - 08:59 09:00 - 09:59 10:00 - 11:59 12:00 - 14:59 15:00 - 16:59 17:00 - 17:59 18:00 - 19:59 20:00 - 29:59 30:00 - 1:29:59 Total

| Hour | 00:00 - 04:59 | 05:00 - 07:59 | 08:00 - 08:59 | 09:00 - 09:59 | 10:00 - 11:59 | 12:00 - 14:59 | 15:00 - 16:59 | 17:00 - 17:59 | 18:00 - 19:59 | 20:00 - 29:59 | 30:00 - 1:29:59 | Total |
|------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|-------|
| 00:00 | | | | | | 1 | | | | | | 1 |
| 03:00 | | 1 | | 1 | | | | | | | | 2 |
| 07:00 | | | | 2 | | | | | | | | 2 |
| 09:00 | | | | 1 | | | | | | | | 1 |
| 11:00 | | | 1 | | | | | | | | | 1 |
| 12:00 | | | | | | 1 | | | | | | 1 |
| 13:00 | | | 1 | | | | | | | | | 1 |
| 14:00 | | 1 | | | | 2 | | | 1 | | | 4 |
| 16:00 | 1 | | | | | | | | | | | 1 |
| 17:00 | | | | | 1 | | | | | | | 1 |
| 18:00 | 1 | | | | | 1 | | | | | | 2 |
| 21:00 | | | | | 1 | | | | | | | 1 |
| 22:00 | | | | | 1 | | | | | | | 1 |
| 23:00 | | 1 | | | | | | | | | | 1 |
| Total | 2 | 3 | 2 | 7 | 4 | 1 | | | 1 | | | 20 |
| Exceptions | | | | | | | | | | | | 0 |

Custom ▾ Jul 1, 2018 - Sep 30, 2018 ▾

11:25

MM:SS
Average Response Time

10%

OF RESPONSES
Response time < 08:20

92

DAYS
In Selected Time Slice

20

UNIT RESPONSES
In Selected Time Slice



| Counts | % Rows | % Columns | % All | | | | | | | | | | |
|---------|---------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| Jul '18 | Aug '18 | Sep '18 | Oct '18 | Nov '18 | Dec '18 | Jan '19 | Feb '19 | Mar '19 | Apr '19 | May '19 | Jun '19 | Jul '19 | Total |

| | | | | | | | | | | | | | | |
|-----------------|----------|----------|-----------|--|--|--|--|--|--|--|--|--|--|-----------|
| 00:00 - 04:59 | | | | | | | | | | | | | | |
| 05:00 - 07:59 | | | 2 | | | | | | | | | | | 2 |
| 08:00 - 08:59 | 1 | 1 | 1 | | | | | | | | | | | 3 |
| 09:00 - 09:59 | | 1 | 1 | | | | | | | | | | | 2 |
| 10:00 - 11:59 | 1 | 1 | 5 | | | | | | | | | | | 7 |
| 12:00 - 14:59 | 1 | | 3 | | | | | | | | | | | 4 |
| 15:00 - 16:59 | | 1 | | | | | | | | | | | | 1 |
| 17:00 - 17:59 | | | | | | | | | | | | | | |
| 18:00 - 19:59 | | | | | | | | | | | | | | |
| 20:00 - 29:59 | | | 1 | | | | | | | | | | | 1 |
| 30:00 - 1:29:59 | | | | | | | | | | | | | | |
| Total | 3 | 4 | 13 | | | | | | | | | | | 20 |
| Exceptions | | | | | | | | | | | | | | 0 |

LAVON VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT - OCTOBER 2018

| Unit | 2018 Call# | Type | Dispatch | Enroute | Clear | Total Minutes | Dispatch to Enroute | Dispatch to Arrived |
|------|------------|---------|------------------|------------------|------------------|---------------|---------------------|---------------------|
| LAF1 | 18 | FIRST | 10/3/2018 13:43 | 10/3/2018 13:46 | 10/3/2018 14:24 | 41 | 0:03:00 | 0:08 |
| LAF1 | 19 | FIRST | 10/4/2018 11:15 | 10/4/2018 11:19 | 10/4/2018 11:20 | 5 | 0:04:00 | 0:04 |
| LAF1 | 20 | APUBLIC | 10/4/2018 16:31 | 10/4/2018 16:34 | 10/4/2018 16:42 | 11 | 0:03:00 | 0:04 |
| LAF1 | 21 | FIRST | 10/7/2018 8:13 | 10/7/2018 8:20 | 10/7/2018 8:43 | 30 | 0:07:00 | 0:11 |
| LAF1 | 22 | FIRST | 10/10/2018 12:38 | 10/10/2018 12:41 | 10/10/2018 13:26 | 48 | 0:03:00 | 0:11 |
| LAF1 | 23 | MAJOR | 10/12/2018 18:21 | 10/12/2018 18:27 | 10/12/2018 18:50 | 29 | 0:06:00 | 0:06 |
| LAF1 | 24 | FLOOD | 10/13/2018 14:24 | 10/13/2018 14:24 | 10/13/2018 16:16 | 112 | 0:00:00 | 0:00 |
| LAF1 | 25 | FLOOD | 10/13/2018 17:11 | 10/13/2018 17:20 | 10/13/2018 17:51 | 40 | 0:09:00 | 0:13 |
| LAF1 | 26 | MAJOR | 10/15/2018 10:59 | 10/15/2018 11:05 | 10/15/2018 11:13 | 14 | 0:06:00 | 0:12 |
| LAF1 | 27 | TFIRE | 10/15/2018 13:34 | 10/15/2018 13:41 | 10/15/2018 14:09 | 35 | 0:07:00 | 0:10 |
| LAF1 | 28 | FALARM | 10/15/2018 15:48 | 10/15/2018 15:56 | 10/15/2018 16:01 | 13 | 0:08:00 | 0:12 |
| LAF1 | 29 | FIRST | 10/16/2018 16:05 | 10/16/2018 16:11 | 10/16/2018 16:55 | 50 | 0:06:00 | 0:08 |
| LAF1 | 30 | SFIRE | 10/17/2018 6:27 | 10/17/2018 6:44 | 10/17/2018 7:22 | 55 | 0:17:00 | 0:23 |
| LAF1 | 31 | FIRST | 10/18/2018 11:03 | 10/18/2018 11:05 | 10/18/2018 11:08 | 5 | 0:02:00 | 0:05 |
| LAF1 | 32 | FIRST | 10/18/2018 19:38 | 10/18/2018 19:44 | 10/18/2018 20:01 | 23 | 0:06:00 | 0:09 |
| LAF1 | 33 | MAJOR | 10/19/2018 10:40 | 10/19/2018 10:42 | 10/19/2018 11:21 | 41 | 0:02:00 | 0:09 |
| LAF1 | 34 | MAJOR | 10/19/2018 21:19 | 10/19/2018 21:26 | 10/19/2018 22:08 | 49 | 0:07:00 | 0:07 |
| LAF1 | 36 | FALARM | 10/25/2018 10:39 | 10/25/2018 10:40 | 10/25/2018 11:20 | 41 | 0:01:00 | 0:04 |
| LAF1 | 37 | FIRST | 10/26/2018 15:30 | 10/26/2018 15:33 | 10/26/2018 16:08 | 38 | 0:03:00 | 0:14 |
| LAF1 | 38 | FIRST | 10/27/2018 9:30 | 10/27/2018 9:35 | 10/27/2018 10:34 | 64 | 0:05:00 | 0:09 |
| LAF1 | 39 | SMOKE | 10/27/2018 10:48 | 10/27/2018 10:50 | 10/27/2018 10:58 | 10 | 0:02:00 | 0:05 |
| LAF1 | 40 | FIRST | 10/28/2018 11:39 | 10/28/2018 11:43 | 10/28/2018 12:10 | 31 | 0:04:00 | 0:10 |
| LAF1 | 41 | LOCKED | 10/28/2018 14:07 | 10/28/2018 14:12 | 10/28/2018 14:22 | 15 | 0:05:00 | 0:11 |
| LAF1 | 42 | FLOOD | 10/31/2018 15:57 | 10/31/2018 15:58 | 10/31/2018 16:26 | 29 | 0:01:00 | 0:03 |
| LAF1 | 43 | MAJOR | 10/31/2018 21:22 | 10/31/2018 21:22 | 10/31/2018 21:23 | 1 | 0:00:00 | 0:00 |

Call Type Key

- APUBLIC Assist Public in some way
- FALARM Fire Alarm
- FIRST Medical Call
- FLOOD Flooding of house or roadway
- LOCKED Locked house or vehicle
- MAJOR Major Accident with injuries
- SFIRE Structure Fire
- SMOKE Smoke of any kind
- TFIRE Trash fire

Time On Calls Response time On Scene time

| | | | |
|-------------|-------------|----------------|----------------|
| AVG. | 8:28 | 0:04:37 | 0:08:19 |
| Goal | H:M | 0:03:30 | 0:08:00 |

19.50 Average number of calls per month 2017

26 Number of calls this month 2018



CITY OF LAVON

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

November 19, 2018

TO: Jon Scott, Chief, Lavon Volunteer Fire Department
FROM: Kim Dobbs, City Administrator *KSD*
RE: Formal Approval – Probationary Membership Completed

Thank you for submitting your list of approved applicants for formal approval in accordance with the Bylaws of the Lavon Volunteer Fire Department (LVFD). My understanding from you is that you certify that each person listed below has successfully fulfilled his/her duties during the minimum 120-day time period.

| | | | |
|-----|-----------|----------|-----------|
| 741 | Scott | Jon | 6/20/2018 |
| 743 | Anthony | Danny | 6/20/2018 |
| 744 | Beaudette | Scott | 6/20/2018 |
| 745 | Hanson | Derek | 6/20/2018 |
| 746 | Jones | Jesse | 6/20/2018 |
| 747 | Lund | Kyle | 6/20/2018 |
| 749 | Hollien | Richard | 6/20/2018 |
| 750 | Langford | Dustin | 6/20/2018 |
| 751 | Peralta | Maria | 6/20/2018 |
| 755 | Hanson | Ashley | 6/20/2018 |
| 753 | Turk | Steven | 6/25/2018 |
| 757 | Sanson | Brad | 6/27/2018 |
| 760 | Morgan | Jerry | 6/27/2018 |
| 768 | Morgan | Jennifer | 6/27/2018 |
| 762 | Marshall | Leon | 6/28/2018 |
| 752 | Gammons | Kristi | 7/1/2018 |
| 754 | Weide | Roy | 7/1/2018 |
| 761 | Filo | Tracy | 7/13/2018 |
| 766 | Phelps | Jon | 7/13/2018 |

I agree with your submission that these members have consistently demonstrated their commitment to the LVFD and the residents of the City of Lavon and have actively participated when called upon.

Please inform the above members that they have passed their probation with flying colors and join me in congratulating the charter class of LVFD members!

Well done!!

Kim Dobbs

From: Jon Scott
Sent: Thursday, November 8, 2018 1:30 PM
To: Kim Dobbs
Subject: LVFD Probationary Roster to Active 11082018.xlsx
Attachments: LVFD Probationary Roster to Active 11082018.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Kim,

Attached is the list of firefighters who have completed their probationary period and are currently active with in LVFD responses.

I am also proud to tell you that everyone on this list, except for 1 person is either EMS certified or enrolled in the EMS certification course. This speaks to the dedication of this group of people. We have and continue to push them pretty hard, but try and show them some love at the same time.

I would recommend each of the as "active" members.

Jon R. Scott

Fire Chief, Lavon Volunteer Fire Department

(972)977-5299

Passed 120 day probationary period**StartDate**

| | | | | | |
|-----|-----------|----------|-------|-----------|-----------|
| 741 | Scott | Jon | S-FF2 | Probation | 6/20/2018 |
| 743 | Anthony | Danny | T-FF2 | Probation | 6/20/2018 |
| 744 | Beaudette | Scott | T-FF2 | Probation | 6/20/2018 |
| 745 | Hanson | Derek | S-FF1 | Probation | 6/20/2018 |
| 746 | Jones | Jesse | S-FF1 | Probation | 6/20/2018 |
| 747 | Lund | Kyle | T-FF2 | Probation | 6/20/2018 |
| 749 | Hollien | Richard | T-FF2 | Probation | 6/20/2018 |
| 750 | Langford | Dustin | T-FF2 | Probation | 6/20/2018 |
| 751 | Peralta | Maria | | Probation | 6/20/2018 |
| 755 | Hanson | Ashley | | Probation | 6/20/2018 |
| 753 | Turk | Steven | | Probation | 6/25/2018 |
| 757 | Sanson | Brad | Fire | Probation | 6/27/2018 |
| 760 | Morgan | Jerry | | Probation | 6/27/2018 |
| 768 | Morgan | Jennifer | | Probation | 6/27/2018 |
| 762 | Marshall | Leon | | Probation | 6/28/2018 |
| 752 | Gammons | Kristi | S-FF1 | Probation | 7/1/2018 |
| 754 | Weide | Roy | Fire | Probation | 7/1/2018 |
| 761 | Filo | Tracy | | Probation | 7/13/2018 |
| 766 | Phelps | Jon | Fire | Probation | 7/13/2018 |

who has attained the age of 18 years may apply. Applicants must pass a criminal history and background check, and be found in good standing in the community. Possessing a valid State of Texas driver's license and clean driving record with not more than two moving violations are also requirements. Final approval is contingent on an interview and past experience.

Section 2:

2.1 An application shall be obtained from the City Hall at any time. Applications will be reviewed on a monthly basis. Applications must be submitted to the Fire Chief.

2.2 Each new Member shall be held as a "probationary member" for a period of 120 days. During such time, the new Member must demonstrate their commitment and actively participate when called upon. The Fire Chief shall submit all approved applicants to the City Administrator for formal approval after each new probationary Member has successfully fulfilled his/her duties during this time period.

2.3 Each new Member shall participate as directed and meeting the minimum call and activity levels established in the Standard Operating Guidelines, as amended ("SOG")

Section 3: Any Member may be terminated from this department for any reason or no reason consistent with an "At Will" status. As circumstances warrant, or if otherwise required by law, the City Administrator, or his or her designee, or the Fire Chief may initiate disciplinary action by providing the Member with a signed complaint, or complaints may prompt an internal investigation and report to be provided to the Member, pursuant to Chapter 614. Probationary Members may be expelled with or without cause during their probationary period, at the discretion of the Fire Chief.

Section 4:

4.1 Any Member who does not respond to at least twenty-five percent (25%) of the department functions during the year shall have their Member status reviewed by the Fire Chief and City Administrator unless excused by the Fire Chief. Absences of over twenty-five percent (25%) are grounds for member status revocation. Sickness in the family, work, or out of town shall excuse Members from drills providing such excuse has been submitted to the Fire Chief forty-eight (48) hours prior to an event of this nature whenever possible.

4.2 All Members shall be expected to attend training sessions and meetings unless they have a valid excuse (as defined above) and provide reasonable notice to the Fire Chief. All Members are encouraged to attend all non-departmental continuing education provided.

4.3 Any Member may resign from the department upon fifteen (15) days' written notice to the Fire Chief. All department property, including shirts and hats must be returned at the time of resignation.

4.4 Reinstatement: any Member who has resigned in good standing may apply to the Fire Chief for re-admission to the department and brought before the City Administrator for formal approval.

Sidewalk Repair Program - Austin



Street Repair Program – Alamo Ct.



Wastewater Treatment Plant Expansion



Signs installed – right-of-way maintenance



| Account | Ordinary Income/Expense | 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 |
|---------|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|-----------------|------------------|--------------------|---------------------|
| 10 1200 | Utility Income 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 | Solid Waste Fund Transfer | 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 |
| 10 1202 | Sanitary Sewer Fund Trans | 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 |
| 10 1301 | Judicial Branch | 270.00 | 465.00 | 465.00 | 250.00 | 150.00 | 120.00 | 360.00 | 170.00 | 130.00 | 220.00 | 250.00 | 180.00 | 2,965.00 | 3,700.00 |
| 10 1400 | Total Judicial Branch | 270.00 | 465.00 | 465.00 | 250.00 | 150.00 | 120.00 | 360.00 | 170.00 | 130.00 | 220.00 | 250.00 | 180.00 | 2,965.00 | 3,700.00 |
| 10 1401 | Legislative Branch | 2,050.00 | 1,200.00 | 1,370.00 | 1,200.00 | 1,950.00 | 2,050.00 | 2,050.00 | 2,050.00 | 2,400.00 | 2,350.00 | 1,987.75 | 1,800.00 | 24,387.75 | 23,000.00 |
| 10 1403 | Administrative Fee | 9.59 | 21.76 | 6.97 | 416.58 | 782.41 | 858.66 | 745.35 | 664.26 | 681.96 | 647.57 | 565.67 | 493.16 | 5,893.94 | 3,540.00 |
| 10 1404 | Banking Interest | 2,226.84 | 2,108.24 | 2,080.24 | 2,035.59 | 1,943.44 | 1,729.33 | 2,367.24 | 1,744.06 | 2,414.19 | 1,584.08 | 2,103.87 | 1,991.58 | 24,338.96 | 21,000.00 |
| 10 1408 | Late Fees | 5.70 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | 1.00 | 0.00 | 1.00 | 0.50 | 0.00 | 0.00 | 10.20 | 50.00 |
| 10 1410 | Photocopies | 0.00 | 0.00 | 0.00 | 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 1411 | Restitution | 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 | 12,500.00 | 12,500.00 |
| 10 1412 | Community Center/Pavillion Res | 0.00 | 6,340.49 | 5,463.01 | 5,132.17 | 5,845.65 | 6,594.99 | 5,392.59 | 7,463.32 | 6,273.40 | 5,198.29 | 5,489.74 | 69,908.66 | 64,840.00 | 64,840.00 |
| 10 1413 | Total Legislative Branch | 2,050.00 | 1,200.00 | 1,370.00 | 1,200.00 | 1,950.00 | 2,050.00 | 2,050.00 | 2,050.00 | 2,400.00 | 2,350.00 | 1,987.75 | 1,800.00 | 24,387.75 | 23,000.00 |
| 10 1414 | Operations Division | 0.00 | 0.00 | 0.00 | 12,832.81 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13,465.75 | 13,466.00 |
| 10 1415 | EDC Reimb - Tax Note | 0.00 | 0.00 | 0.00 | 1,850.00 | 1,353.05 | 6,458.13 | 4,993.20 | 19,811.81 | 4,993.20 | 0.00 | 0.00 | 0.00 | 110.00 | 3,240.00 |
| 10 1416 | Food Service Inspection Permits | 4,943.12 | 2,015.80 | 1,353.05 | 6,458.13 | 2,458.50 | 10,367.10 | 6,545.00 | 8,934.95 | 8,746.24 | 6,934.95 | 5,497.40 | 7,325.80 | 71,277.89 | 53,811.00 |
| 10 1501 | General Permit Fees | 11,913.25 | 27,002.20 | 106,531.60 | 4,993.20 | 19,811.81 | 0.00 | 47,027.55 | 36,553.40 | 47,338.60 | 0.00 | 0.00 | 26,445.95 | 328,517.56 | 319,744.00 |
| 10 1502 | New Building 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 1503 | OSFS Permit 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 | 3,179.89 | 3,454.31 | 6,965.08 | 4,145.11 | 67,647.52 | 64,150.00 |
| 10 1504 | PD Fines / Fees | 101.90 | 470.10 | 0.00 | 569.70 | 893.22 | 893.22 | 946.00 | 285.90 | 348.10 | 40.90 | 8.00 | 271.90 | 4,853.72 | 5,000.00 |
| 10 1505 | PD Warrant Fines / Fees | 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 1506 | Sale of Property | 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 | 37,179.00 | 36,500.00 |
| 10 1508 | PD Contract | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,679.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,300.00 | 0.00 | 3,300.00 | 3,300.00 |
| 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 | 4,000.00 | 0.00 | 4,000.00 | 4,000.00 |
| 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 | 56,661.73 | 0.00 | 56,661.73 | 56,662.00 |
| 10 1513 | Levon Farms Inspection 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 | 0.00 |
| 10 1513 | Total Operations Division | 22,036.47 | 35,298.79 | 115,120.26 | 35,241.61 | 28,885.22 | 34,561.79 | 61,347.11 | 11,846.80 | 50,827.63 | 71,151.70 | 76,432.21 | 49,048.96 | 591,818.17 | 582,633.00 |
| 10 1570 | Prior Year Carryover | 243,698.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 243,698.98 | 208,564.00 |
| 10 1570 | Unenc Funds | 243,698.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 243,698.98 | 208,564.00 |
| 10 1570 | Total Carryover | 243,698.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 243,698.98 | 208,564.00 |
| 10 1600 | Taxes | 36.86 | 5,418.01 | 0.00 | 80,286.28 | 18,514.26 | 0.00 | 70.13 | 6,501.34 | 8,342.75 | 8.52 | 7,892.83 | 4.26 | 127,085.24 | 130,000.00 |
| 10 1601 | Franchise Tax | 21,801.22 | 64,422.47 | 938,060.87 | 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 | 1,300,000.00 |
| 10 1602 | Property Tax | 15,906.70 | 15,690.55 | 15,773.26 | 19,932.93 | 22,092.91 | 16,169.09 | 2,909.06 | 20,678.55 | 18,698.28 | 19,381.74 | 21,515.05 | 17,686.88 | 206,435.01 | 204,435.00 |
| 10 1602 | Sales & Use Tax | 37,744.78 | 85,531.03 | 954,834.13 | 283,483.50 | 93,740.00 | 32,485.00 | 6,007.87 | 36,685.26 | 30,471.17 | 24,305.96 | 31,458.83 | 17,681.14 | 1,634,438.67 | 1,635,354.00 |
| 10 1602 | Total Taxes | 323,105.36 | 141,968.31 | 1,089,750.42 | 378,440.28 | 152,954.07 | 98,114.78 | 97,440.57 | 80,468.38 | 112,035.20 | 125,404.34 | 137,672.33 | 86,742.44 | 2,834,126.48 | 2,767,091.00 |
| 20 6001 | Total Income | 323,105.36 | 141,968.31 | 1,089,750.42 | 378,440.28 | 152,954.07 | 98,114.78 | 97,440.57 | 80,468.38 | 112,035.20 | 125,404.34 | 137,672.33 | 86,742.44 | 2,834,126.48 | 2,767,091.00 |
| 20 6001 | Expense | 268.51 | 276.18 | 179.41 | 648.87 | 670.32 | 80.12 | 224.80 | 223.38 | 109.17 | 265.88 | 91.46 | 247.96 | 3,286.06 | 3,000.00 |
| 20 6006 | Judicial Branch | 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 |
| 20 6007 | Credit Card Fees | 711.20 | 707.39 | 707.39 | 711.05 | 707.39 | 707.39 | 711.05 | 707.39 | 711.05 | 707.39 | 711.05 | 710.71 | 8,506.79 | 150.00 |
| 20 6007 | Jury Panel | 76.65 | 139.96 | 0.00 | 100.66 | 224.93 | 122.13 | 17.66 | 68.27 | 202.66 | 163.20 | 151.17 | 107.00 | 1,372.29 | 1,500.00 |
| 20 6007 | Health Insurance | 4,109.64 | 6,211.26 | 4,276.05 | 6,460.32 | 4,239.47 | 4,093.12 | 4,176.85 | 4,292.72 | 4,194.75 | 4,244.87 | 6,086.31 | 4,001.69 | 56,377.05 | 63,373.00 |
| 20 6300 | Office Supplies | 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 6300 | Payroll - Municipal Court Staff | 337.50 | 150.00 | 0.00 | 300.00 | 300.00 | 300.00 | 337.50 | 412.50 | 412.50 | 225.00 | 375.00 | 525.00 | 3,787.50 | 3,500.00 |
| 20 6302 | Payroll - Judge | 49.00 | 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 |
| 20 6303 | Payroll - Prosecutor | 49.00 | 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 |
| 20 6400 | 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 | 0.00 |
| 20 6400 | Training | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 6800 | Total Judicial Branch | 5,890.00 | 7,634.79 | 5,162.85 | 8,653.40 | 6,542.11 | 5,602.76 | 5,812.06 | 6,232.76 | 5,876.47 | 5,716.70 | 8,113.02 | 6,131.36 | 77,548.28 | 84,974.00 |

revised - Sept 2018

| 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 8008 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,962.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,962.56 | 4,963.00 |
| 50 8009 | 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 | 299.39 | 278.31 | 365.17 | 295.35 | 416.50 | 456.62 | 285.24 | 408.19 | 643.30 | 498.22 | 439.60 | 570.46 | 4,956.34 | 4,800.00 |
| 50 8013 | 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 | 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 | 0.00 | 0.00 | 0.00 | 8,694.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,694.87 | 8,695.00 |
| 50 8017 | 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 | 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 | 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 | 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 | 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 | 7,096.06 | 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 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,900.00 | 2,900.00 | 0.00 | 0.00 | 5,800.00 | 5,800.00 |
| 50 8113 | 0.00 | 0.00 | 0.00 | 0.00 | 337.84 | 0.00 | 0.00 | 482.41 | 2,054.90 | 1,493.20 | 625.71 | 184.76 | 5,378.82 | 19,500.00 |
| 50 8114 | 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 | 375.00 | 148.48 | 94.45 | 321.34 | 1,123.29 | 1,110.00 | 579.00 | 686.88 | 27.38 | 486.77 | 309.69 | 2,985.57 | 8,267.86 | 10,000.00 |
| 50 8101 | 0.00 | 308.00 | 513.34 | 60.89 | 0.00 | 244.66 | 29.97 | 18.78 | 243.00 | 225.00 | 3,404.50 | 2,812.34 | 7,860.48 | 10,000.00 |
| Total Facilities | 375.00 | 10,206.48 | 607.79 | 382.23 | 1,461.13 | 1,354.66 | 608.97 | 1,198.08 | 5,225.28 | 47,894.97 | 4,539.90 | 12,792.67 | 86,647.16 | 104,800.00 |
| Dedicated Funds | | | | | | | | | | | | | | |
| 50 8200 | 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 | 133,500.00 |
| 50 8203 | 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 | 145,568.00 |
| 50 8204 | 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 | 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 | 0.00 | 347,977.00 | 347,977.00 |
| Insurance | | | | | | | | | | | | | | |
| 50 8500 | 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 |
| Auto Liability | | | | | | | | | | | | | | |

| 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 | 236.67 | 236.67 | 236.67 | 236.67 | 236.67 | 236.67 | 236.67 | 462.03 | 263.59 | 263.59 | 263.59 | 263.59 | 3,163.08 | 3,320.00 |
| 50 8302 | 159.67 | 159.67 | 159.67 | 159.67 | 159.67 | 159.67 | 159.67 | 183.03 | 162.59 | 162.59 | 162.59 | 162.59 | 1,915.08 | 1,915.00 |
| 50 8303 | 80.75 | 80.75 | 80.75 | 80.75 | 80.75 | 80.75 | 80.75 | 92.75 | 82.25 | 82.25 | 82.25 | 82.25 | 987.00 | 1,010.00 |
| 50 8305 | 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 | 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 | 800.00 |
| 50 8307 | 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 | 1,715.50 | 1,715.50 | 1,715.50 | 1,715.50 | 1,715.50 | 1,726.42 | 1,726.42 | 2,160.42 | 1,780.67 | 1,780.67 | 1,780.67 | 1,780.67 | 21,366.04 | 21,500.00 |
| Total Insurance | 3,595.42 | 3,595.42 | 3,595.42 | 3,595.42 | 3,650.02 | 3,606.34 | 3,606.34 | 5,733.13 | 3,872.18 | 3,872.18 | 3,872.18 | 3,872.18 | 46,466.23 | 48,359.00 |
| Outsourcing | | | | | | | | | | | | | | |
| 50 8400 | 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 | 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 | 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 | 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 | 8,456.00 | 7,986.00 |
| 50 8404 | 1,404.80 | 5,169.23 | 5,047.75 | 2,404.29 | 2,288.34 | 1,463.60 | 1,095.80 | 2,497.80 | 2,637.00 | 5,667.87 | 3,259.78 | 2,821.30 | 35,757.56 | 40,000.00 |
| 50 8405 | 712.50 | -700.14 | 652.50 | 290.00 | 2,592.50 | 1,305.00 | 3,453.76 | -1,793.51 | 1,499.11 | -85.00 | 1,650.00 | 7,345.00 | 16,941.72 | 15,000.00 |
| 50 8406 | 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 | 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 | 23,750.00 |
| 50 8408 | 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 | 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 9410 | 107.37 | 108.35 | 108.35 | 225.63 | 219.66 | 115.84 | 115.33 | 116.36 | 116.88 | 117.39 | 117.40 | 117.40 | 1,585.96 | 1,400.00 |
| 50 8412 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,895.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,895.51 | 25,000.00 |
| 50 8414 | 0.00 | 0.00 | 0.00 | 0.00 | 5,002.50 | 0.00 | 517.06 | 240.00 | 155.00 | 0.00 | 2,239.56 | 1,070.89 | 9,225.01 | 10,000.00 |
| 50 8415 | 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 | 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 | 4,000.00 |
| Total Outsourcing | 11,456.53 | 19,419.21 | 8,731.11 | 11,022.52 | 15,668.00 | 10,574.96 | 13,281.93 | 5,238.36 | 6,717.43 | 16,198.75 | 16,891.04 | 13,548.75 | 146,948.19 | 180,257.00 |
| Payroll Taxes | | | | | | | | | | | | | | |
| 50 8500 | 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 | 987.34 | 1,045.01 | 955.93 | 1,457.72 | 1,032.50 | 953.58 | 956.80 | 958.87 | 967.01 | 963.12 | 1,464.82 | 985.07 | 12,887.77 | 13,203.00 |
| 50 8502 | 3,722.31 | 3,891.33 | 3,714.40 | 5,619.30 | 4,119.96 | 3,787.61 | 3,887.27 | 3,860.09 | 3,924.25 | 3,920.93 | 5,902.86 | 3,972.34 | 50,622.65 | 52,378.00 |
| 50 8503 | 6.74 | 5.22 | 2.07 | 100.83 | 49.04 | 2,633.21 | 222.53 | 28.13 | 57.34 | 48.68 | 79.65 | 59.35 | 3,293.78 | 3,500.00 |
| Total Payroll Taxes | 8,832.39 | 9,509.98 | 8,759.96 | 13,610.83 | 9,616.35 | 11,346.32 | 9,157.71 | 8,947.93 | 9,083.52 | 9,050.93 | 13,710.63 | 9,228.84 | 120,855.39 | 125,533.00 |
| Total Expenses | 139,149.83 | 160,541.07 | 127,017.11 | 238,968.09 | 152,562.61 | 142,483.13 | 224,207.91 | 122,800.23 | 141,476.08 | 244,815.82 | 232,694.83 | 451,071.91 | 2,377,788.62 | 2,611,394.00 |
| Estimated Bank Balance | | | | | | | | | | | | | 485,437.83 | |

| Account | Oct 2018 Actual | Nov 2018 Outlook | Dec 2018 Outlook | Jan 2019 Outlook | Feb 2019 Outlook | Mar 2019 Outlook | Apr 2019 Outlook | May 2019 Outlook | June 2019 Outlook | July 2019 Outlook | Aug 2019 Outlook | Sept 2019 Outlook | FY 2018-2019 TOTAL | FY 2018-2019 Budget |
|-------------------------|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|-------------------|--------------------|---------------------|
| | | | | | | | | | | | | | | |
| Ordinary Income/Expense | | | | | | | | | | | | | | |
| Income | | | | | | | | | | | | | | |
| 10 1200 | Transfers to GF | | | | | | | | | | | | | |
| 10 1201 | 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 | 14,337.00 | 172,000.00 | 172,000.00 |
| 10 3675 | Sanitary Sewer Fund Trans | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 120,000.00 | 120,000.00 |
| | LEDC I&S | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13,066.00 | 13,066.00 | 13,066.00 |
| | Total Transfers | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,333.00 | 24,337.00 | 305,066.00 | 305,066.00 |
| | Judicial Branch | | | | | | | | | | | | | |
| 10 1301 | Court Fees | 200.00 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 3,000.00 | 3,000.00 |
| | Total Judicial Branch | 200.00 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 254.55 | 3,000.00 | 3,000.00 |
| | Legislative Branch | | | | | | | | | | | | | |
| 10 1400 | Administrative Fee | 1,050.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 1,450.00 | 17,000.00 | 17,000.00 |
| 10 1401 | Banking Interest | 315.64 | 555.67 | 555.67 | 555.67 | 555.67 | 555.67 | 555.67 | 555.67 | 555.67 | 555.67 | 555.66 | 6,428.00 | 6,428.00 |
| 10 1403 | Late Fees | 2,367.30 | 1,602.98 | 1,602.98 | 1,602.98 | 1,602.97 | 1,602.97 | 1,602.97 | 1,602.97 | 1,602.97 | 1,602.97 | 1,602.97 | 20,000.00 | 20,000.00 |
| 10 1404 | Photocopies | 0.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.50 | 0.50 |
| 10 1410 | Community Center/Pavillion Rei | 2,505.00 | 681.36 | 681.36 | 681.36 | 681.36 | 681.36 | 681.36 | 681.36 | 681.36 | 681.36 | 681.40 | 10,000.00 | 10,000.00 |
| | Total Legislative Branch | 6,238.44 | 4,290.01 | 4,290.01 | 4,290.01 | 4,290.00 | 4,290.00 | 4,290.00 | 4,290.00 | 4,290.00 | 4,290.00 | 4,290.03 | 53,428.50 | 53,428.50 |
| | Operations Division | | | | | | | | | | | | | |
| 10 1500 | Food Service Inspection Permit | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,000.00 | 4,000.00 |
| 10 1501 | General Permit Fees | 5,465.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 3,685.00 | 46,000.00 | 46,000.00 |
| 10 1502 | New Building Permit Fees | 18,677.40 | 120.24 | 120.24 | 120.24 | 120.24 | 120.24 | 120.24 | 120.24 | 120.24 | 120.24 | 120.20 | 20,000.00 | 20,000.00 |
| 10 1503 | OSSF Permit Fees | 400.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 500.00 |
| 10 1504 | PD Fines / Fees | 5,143.56 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.50 | 5,441.44 | 65,000.00 | 65,000.00 |
| 10 1505 | PD Warrant Fines / Fees | 521.20 | 407.17 | 407.17 | 407.17 | 407.17 | 407.17 | 407.17 | 407.17 | 407.17 | 407.17 | 407.10 | 5,000.00 | 5,000.00 |
| 10 1506 | Sale of Property | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 |
| 10 1508 | PD Contract | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 64,500.00 | 64,500.00 |
| 10 1513 | Infrastructure Inspection Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75,000.00 | 75,000.00 |
| 10 1514 | Building Rent - LEDC | 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 | 2,000.00 |
| 10 1515 | Fire Permit & Inspection Fees | 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 | 1,000.00 |
| | Total Operations Division | 30,237.16 | 9,653.91 | 9,653.91 | 9,653.91 | 9,653.91 | 9,653.91 | 9,653.91 | 9,653.91 | 9,653.91 | 9,653.91 | 27,348.74 | 285,000.00 | 285,000.00 |
| | Prior Year Carryover | | | | | | | | | | | | | |
| 10 1570 | Unenc Funds | 485,438.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 485,438.00 | 485,438.00 |
| | Total Carryover | 485,438.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 485,438.00 | 485,513.00 |
| | Taxes | | | | | | | | | | | | | |
| 10 1600 | Franchise Tax | 2,186.46 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.41 | 11,619.44 | 130,000.00 | 130,000.00 |
| 10 1601 | Property Tax | 9,724.43 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.24 | 88,859.17 | 987,176.00 | 987,176.00 |
| 10 1602 | Sales & Use Tax | 19,365.11 | 12,330.27 | 12,330.27 | 12,330.27 | 12,330.27 | 12,330.27 | 12,330.27 | 12,330.27 | 12,330.27 | 12,330.27 | 12,332.19 | 155,000.00 | 155,000.00 |
| | Total Taxes | 31,276.00 | 112,808.92 | 112,808.92 | 112,808.92 | 112,808.92 | 112,808.92 | 112,808.92 | 112,808.92 | 112,808.92 | 112,808.92 | 112,810.80 | 1,272,176.00 | 1,272,176.00 |
| | Total Income | 577,722.60 | 151,340.39 | 151,340.39 | 151,340.39 | 170,965.38 | 176,340.38 | 151,340.38 | 166,965.38 | 176,840.38 | 151,340.38 | 169,041.07 | 2,404,108.50 | 2,404,183.00 |
| | Expense | | | | | | | | | | | | | |
| | Judicial Branch | | | | | | | | | | | | | |
| 20 6001 | Credit Card Fees | 103.31 | 281.52 | 281.52 | 281.52 | 281.52 | 281.52 | 281.52 | 281.52 | 281.52 | 281.52 | 281.49 | 3,200.00 | 3,200.00 |
| 20 6006 | Jury Panel | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| 20 6007 | Health Insurance | 714.37 | 716.67 | 716.67 | 716.67 | 716.67 | 716.67 | 716.67 | 716.67 | 716.67 | 716.67 | 716.93 | 8,600.00 | 8,600.00 |
| 20 6250 | Office Supplies | 66.47 | 130.32 | 130.32 | 130.32 | 130.32 | 130.32 | 130.32 | 130.32 | 130.32 | 130.32 | 130.33 | 1,500.00 | 1,500.00 |
| 20 6300 | Payroll - Municipal Court Staff | 4,142.00 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.18 | 5,236.20 | 61,740.00 | 61,740.00 |
| 20 6302 | Payroll - Judge | 225.00 | 297.73 | 297.73 | 297.73 | 297.73 | 297.73 | 297.73 | 297.73 | 297.73 | 297.73 | 297.70 | 3,500.00 | 3,500.00 |
| 20 6303 | Payroll - Prosecutor | 200.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 3,500.00 | 3,500.00 |
| 20 6400 | Postal Fees | 0.00 | 40.91 | 40.91 | 40.91 | 40.91 | 40.91 | 40.91 | 40.91 | 40.91 | 40.91 | 40.90 | 450.00 | 450.00 |
| 20 5800 | Training | 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 | 1,000.00 |
| | Total Judicial Branch | 5,451.15 | 7,003.33 | 7,003.33 | 7,003.33 | 7,278.33 | 7,003.33 | 7,003.33 | 7,303.33 | 7,003.33 | 7,003.33 | 7,380.55 | 83,640.00 | 83,640.00 |

Oct 2018

| Account | Oct 2018 Actual | Nov 2018 Outlook | Dec 2018 Outlook | Jan 2019 Outlook | Feb 2019 Outlook | Mar 2019 Outlook | Apr 2019 Outlook | May 2019 Outlook | June 2019 Outlook | July 2019 Outlook | Aug 2019 Outlook | Sept 2019 Outlook | FY 2016-2019 TOTAL | FY 2018-2019 Budget |
|-------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|-------------------|--------------------|---------------------|
| 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 | 0.00 |
| 40 6022 | 191.37 | 164.42 | 164.42 | 164.42 | 164.42 | 164.42 | 164.42 | 164.42 | 164.42 | 164.42 | 164.42 | 164.43 | 2,000.00 | 2,000.00 |
| 40 6051 | 1,920.00 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.73 | 2,552.70 | 30,000.00 | 30,000.00 |
| 40 6104 | 0.00 | 90.91 | 90.91 | 90.91 | 90.91 | 90.91 | 90.91 | 90.91 | 90.91 | 90.91 | 90.91 | 90.90 | 1,000.00 | 1,000.00 |
| 40 6105 | 600.00 | 0.00 | 400.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 | 0.00 | 750.00 | 0.00 | 2,750.00 | 1,000.00 |
| 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 | 0.00 |
| 40 6155 | 1,455.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,004.00 | 1,005.00 | 12,500.00 | 12,500.00 |
| 40 6156 | 92.92 | 627.91 | 627.91 | 627.91 | 627.91 | 627.91 | 627.91 | 627.91 | 627.91 | 627.91 | 627.91 | 627.98 | 7,000.00 | 7,000.00 |
| 40 6260 | 2,143.11 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.63 | 2,150.59 | 25,800.00 | 25,800.00 |
| 40 6265 | 29.73 | 0.00 | 300.00 | 0.00 | 0.00 | 300.00 | 0.00 | 0.00 | 300.00 | 0.00 | 70.27 | 0.00 | 1,000.00 | 1,000.00 |
| 40 6270 | 261.84 | 0.00 | 0.00 | 500.00 | 0.00 | 0.00 | 238.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |
| 40 6271 | 15.49 | 44.05 | 44.05 | 44.05 | 44.05 | 44.05 | 44.05 | 44.05 | 44.05 | 44.05 | 44.05 | 44.01 | 500.00 | 500.00 |
| 40 6302 | 8,308.80 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.02 | 9,062.00 | 107,991.00 | 107,991.00 |
| 40 6306 | 0.00 | 0.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 2,000.00 | 2,000.00 |
| 40 6545 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 200.00 | 500.00 | 500.00 |
| 40 6550 | 1,068.54 | 358.32 | 358.32 | 358.32 | 358.32 | 358.32 | 358.32 | 358.32 | 358.32 | 358.32 | 358.32 | 358.26 | 5,000.00 | 5,000.00 |
| 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 | 300.00 | 300.00 |
| 40 6701 | 3,736.21 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.17 | 3,842.09 | 46,000.00 | 46,000.00 |
| 40 6703 | 0.00 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.18 | 1,318.23 | 14,500.00 | 14,500.00 |
| 40 6749 | 370.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,130.00 | 12,000.00 | 12,000.00 |
| 40 6751 | 64.38 | 312.33 | 312.33 | 312.33 | 312.33 | 312.33 | 312.33 | 312.33 | 312.33 | 312.33 | 312.33 | 312.32 | 3,500.00 | 3,500.00 |
| 40 6752 | 0.00 | 272.73 | 272.73 | 272.73 | 272.73 | 272.73 | 272.73 | 272.73 | 272.73 | 272.73 | 272.73 | 272.70 | 3,000.00 | 3,000.00 |
| 40 6802 | 75.00 | 629.54 | 629.54 | 629.54 | 629.54 | 629.54 | 629.54 | 629.54 | 629.54 | 629.54 | 629.60 | 629.60 | 7,000.00 | 7,000.00 |
| 40 6851 | 202.56 | 354.31 | 354.31 | 354.31 | 354.31 | 354.31 | 354.31 | 354.31 | 354.31 | 354.31 | 354.31 | 354.34 | 4,100.00 | 4,100.00 |
| 40 6905 | 504.52 | 499.59 | 499.59 | 499.59 | 499.59 | 499.59 | 499.59 | 499.59 | 499.59 | 499.59 | 499.59 | 499.58 | 6,000.00 | 6,000.00 |
| 40 6906 | 0.00 | 363.64 | 363.64 | 363.64 | 363.64 | 363.64 | 363.64 | 363.64 | 363.64 | 363.64 | 363.64 | 363.60 | 4,000.00 | 4,000.00 |
| 40 6911 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 250.00 | 0.00 | 750.00 | 750.00 |
| 40 6911 | 21,029.47 | 23,374.75 | 24,374.75 | 24,074.75 | 25,574.75 | 25,474.75 | 25,312.91 | 26,074.72 | 25,474.75 | 25,074.75 | 26,443.02 | 24,905.63 | 300,191.00 | 300,191.00 |
| Other Expenses | | | | | | | | | | | | | | |
| Administration Capital Outlay | | | | | | | | | | | | | | |
| 50 8150 | 0.00 | 136.36 | 136.36 | 136.36 | 136.36 | 136.36 | 136.36 | 136.36 | 136.36 | 136.36 | 136.36 | 136.40 | 1,500.00 | 1,500.00 |
| CH Improvements | | | | | | | | | | | | | | |
| Total Debt Service | | | | | | | | | | | | | | |
| Facilities | | | | | | | | | | | | | | |
| 50 8011 | 570.50 | 448.13 | 448.13 | 448.13 | 448.13 | 448.13 | 448.13 | 448.13 | 448.13 | 448.13 | 448.13 | 448.20 | 5,500.00 | 5,500.00 |
| 50 8013 | 476.46 | 183.96 | 183.96 | 183.96 | 183.96 | 183.96 | 183.96 | 183.96 | 183.96 | 183.96 | 183.96 | 183.94 | 2,500.00 | 2,500.00 |
| 50 8100 | 278.29 | 883.79 | 883.79 | 883.79 | 883.79 | 883.79 | 883.79 | 883.79 | 883.79 | 883.79 | 883.79 | 883.81 | 10,000.00 | 10,000.00 |
| 50 8101 | 0.00 | 909.09 | 909.09 | 909.09 | 909.09 | 909.09 | 909.09 | 909.09 | 909.09 | 909.09 | 909.09 | 909.10 | 10,000.00 | 10,000.00 |
| 50 8115 | 46.95 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 177.55 | 2,000.00 | 2,000.00 |
| 50 8116 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,000.00 | 9,000.00 |
| 50 8116 | 1,372.20 | 2,602.52 | 2,602.52 | 2,602.52 | 11,602.52 | 2,602.52 | 2,602.52 | 2,602.52 | 2,602.52 | 2,602.52 | 2,602.52 | 2,602.60 | 39,000.00 | 39,000.00 |
| Total Facilities | | | | | | | | | | | | | | |
| Fund Transfers | | | | | | | | | | | | | | |
| 50 8200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 155,000.00 | 155,000.00 |
| 50 8203 | 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 |
| 50 8204 | 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 |
| 50 8207 | 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 |
| Phase 2 Radio upgrade | | | | | | | | | | | | | | |
| Total Dedicated Funds | | | | | | | | | | | | | | |
| Insurance | | | | | | | | | | | | | | |
| 50 8500 | 488.50 | 541.77 | 541.77 | 541.77 | 541.77 | 541.77 | 541.77 | 541.77 | 541.77 | 541.77 | 541.77 | 541.80 | 6,448.00 | 6,448.00 |
| Auto Liability | | | | | | | | | | | | | | |

| Account | Oct 2018 Actual | Nov 2018 Outlook | Dec 2018 Outlook | Jan 2019 Outlook | Feb 2019 Outlook | Mar 2019 Outlook | Apr 2019 Outlook | May 2019 Outlook | June 2019 Outlook | July 2019 Outlook | Aug 2019 Outlook | Sept 2019 Outlook | FY 2018-2019 Budget |
|------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|-------------------|---------------------|
| 50 8301 | 332.00 | 368.18 | 368.18 | 368.18 | 368.18 | 368.18 | 368.18 | 368.18 | 368.18 | 368.18 | 368.19 | 368.19 | 4,392.00 |
| 50 8302 | 148.00 | 164.18 | 164.18 | 164.18 | 164.18 | 164.18 | 164.18 | 164.18 | 164.18 | 164.18 | 164.20 | 164.20 | 1,954.00 |
| 50 8303 | 78.58 | 88.13 | 88.13 | 88.13 | 88.13 | 88.13 | 88.13 | 88.13 | 88.13 | 88.13 | 88.13 | 88.12 | 1,048.00 |
| 50 8306 | 59.50 | 72.95 | 72.95 | 72.95 | 72.95 | 72.95 | 72.95 | 72.95 | 72.95 | 72.95 | 72.95 | 73.00 | 862.00 |
| 50 8307 | 1,025.25 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.16 | 1,270.15 | 1,270.15 | 15,000.00 |
| 50 8308 | 1,853.42 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.33 | 2,013.28 | 2,013.28 | 24,000.00 |
| | 3,988.25 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.70 | 4,518.71 | 4,518.74 | 53,684.00 |
| Outsourcing | | | | | | | | | | | | | |
| 50 8400 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 970.11 | 4,328.79 | 15,000.00 |
| 50 8401 | 0.00 | 1,562.50 | 0.00 | 1,562.50 | 0.00 | 1,562.50 | 0.00 | 1,562.50 | 0.00 | 1,562.50 | 0.00 | 0.00 | 6,250.00 |
| 50 8402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 50 8403 | 0.00 | 2,271.25 | 0.00 | 2,271.25 | 0.00 | 2,271.25 | 0.00 | 2,271.25 | 0.00 | 2,271.25 | 2,271.25 | 0.00 | 15,000.00 |
| 50 8404 | 0.00 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.36 | 3,636.40 | 9,085.00 |
| 50 8405 | -236.50 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.14 | 1,385.10 | 40,000.00 |
| 50 8406 | 0.00 | 0.00 | 0.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 50 8407 | 2,194.16 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.53 | 1,800.54 | 200.00 | 200.00 |
| 50 8408 | 0.00 | 0.00 | 1,750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,000.00 |
| 50 8409 | 400.00 | 0.00 | 0.00 | 2,400.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,750.00 |
| 50 8410 | 117.40 | 125.69 | 125.69 | 125.69 | 125.69 | 125.69 | 125.69 | 125.69 | 125.69 | 125.69 | 125.69 | 200.00 | 4,000.00 |
| 50 8412 | 0.00 | 409.09 | 409.09 | 409.09 | 409.09 | 409.09 | 409.09 | 409.09 | 409.09 | 409.09 | 409.09 | 409.10 | 1,500.00 |
| 50 8414 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 | 0.00 | 1,500.00 | 0.00 | 0.00 | 4,500.00 |
| 50 8415 | 1,120.00 | 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 |
| 50 8416 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 0.00 | 10,000.00 |
| 50 8417 | 0.00 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.73 | 2,272.72 | 2,272.72 | 25,000.00 |
| Total Outsourcing | 4,555.17 | 14,433.40 | 12,349.65 | 17,762.15 | 25,379.90 | 10,599.85 | 15,162.15 | 12,870.90 | 11,598.65 | 26,162.14 | 12,870.89 | 14,158.35 | 177,905.00 |
| Payroll Taxes | | | | | | | | | | | | | |
| 50 8500 | 4,252.05 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 4,745.45 | 56,452.00 |
| 50 8501 | 1,105.87 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.38 | 1,099.33 | 1,099.33 | 13,203.00 |
| 50 8502 | 4,055.60 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,393.03 | 4,392.10 | 52,378.00 |
| 50 8503 | 13.28 | 316.97 | 316.97 | 316.97 | 316.97 | 316.97 | 316.97 | 316.97 | 316.97 | 316.97 | 316.97 | 317.02 | 3,500.00 |
| Total Payroll Taxes | 9,430.80 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,554.83 | 10,553.90 | 125,533.00 |
| Total Expenses | 123,488.05 | 161,101.96 | 182,246.33 | 163,325.71 | 190,758.46 | 159,343.21 | 157,683.87 | 168,874.79 | 160,986.27 | 172,200.89 | 322,797.71 | 162,260.40 | 2,404,775.00 |
| Estimated Bank Balance | 423,820.24 | 414,058.67 | 400,777.73 | 413,792.41 | 374,874.33 | 386,496.50 | 405,173.01 | 387,538.50 | 395,637.71 | 400,277.40 | 228,820.07 | 235,600.74 | (592.00) |

**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2017-2018**

| PERMITS | October - 18 | Calendar Year 2018 | | Permit Valuations | | October - 17 | Calendar Year 2017 | | Permit Valuations | |
|---------------|--------------|--------------------|---------------------|-------------------|---------------------|--------------|--------------------|--------------|-------------------|--------------|
| | NUMBER | NUMBER | Permit Fee's | NUMBER | Permit Fee's | NUMBER | NUMBER | Permit Fee's | NUMBER | Permit Fee's |
| COMMERCIAL | 2 | 16 | \$2,797.00 | 2 | \$2,919.92 | 16 | | \$2,919.92 | | |
| SINGLE FAMILY | 7 | 76 | \$205,820.28 | 1 | \$139,584.75 | 50 | | \$139,584.75 | | |
| POOLS | 1 | 6 | \$2,050.00 | 1 | \$2,400.00 | 6 | | \$2,400.00 | | |
| OTHERS | 15 | 196 | \$28,458.30 | 19 | \$15,228.99 | 120 | | \$15,228.99 | | |
| TOTAL | 25 | 294 | \$239,125.58 | 23 | \$160,133.66 | 192 | | | | |



Oct 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.

| | Oct-18 | Sep-18 | Aug-18 | Jul-18 | Jun-18 | May-18 | Apr-18 | Mar-18 | Feb-18 | Jan-18 | Dec-17 | Nov-17 |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Homes | 1,393 | 1,385 | 1,385 | 1,354 | 1,348 | 1,324 | 1,314 | 1,305 | 1,296 | 1,291 | 1,286 | 1,282 |
| Resi Rcy Tonnage | 27.36 | 18.54 | 18.54 | 19.00 | 22.87 | 27.11 | 46.95 | 34.76 | 51.23 | 22.56 | 36.44 | 25.39 |
| Pounds / Home / Month | 39.28 | 26.77 | 26.77 | 28.92 | 34.81 | 41.26 | 71.46 | 53.27 | 46.36 | 34.95 | 56.67 | 39.61 |



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.

| | Oct-18 | Sep-18 | Aug-18 | Jul-18 | Jun-18 | May-18 | Apr-18 | Mar-18 | Feb-18 | Jan-18 | Dec-17 | Nov-17 |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|---------|--------|--------|--------|--------|
| Service Opportunities | 12,063 | 11,994 | 11,847 | 11,726 | 11,674 | 11,466 | 11,379 | 11,301 | 11,223 | 11,223 | 11,145 | 11,111 |
| Service Inquiries | 2 | 1 | 17 | 5 | 0 | 2 | 3 | 3 | 0 | 0 | 0 | 1 |
| Per 1,000 Service Opps | 0.17 | 0.08 | 1.43 | 0.43 | 0.00 | 0.17 | 0.26 | 0.26546 | 0 | 0 | 0 | 0.09 |



Customer Service Inquiries - Detail



Good Service is Good Business

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

City Account Complaints for the Period of 10/01/2018 - 10/31/2018

| Account | Address | Service Type | Service Code |
|------------|-------------------|--------------------|-----------------|
| 105627-087 | 820 LAKE VISTA LN | RESI-YARD | NOTE |
| 105627-012 | 1021 HILL TOP | RESI-YARD | RESI YARD WASTE |
| | | Total | 1 |
| | | Total | 1 |
| | | Grand Total | 2 |

**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**

November 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:**

**October 2018
\$21,252.14**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:kb

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

Monthly Collection Status Report
 October 2018

City of Lavon #18

| | Collections Month of October | Cumulative Total 10/1/18 thru 10/31/18 | % of Collections |
|---|---------------------------------|---|---------------------|
| Current Tax Year Collections | | | |
| Base M&O | \$10,493.75 | \$10,493.75 | 1.51% |
| Base I&S | 11,071.97 | \$11,071.97 | |
| Late Rendition Penalty | 9.11 | \$9.11 | |
| P&I M&O | 0.00 | \$0.00 | |
| P&I I&S | 0.00 | \$0.00 | |
| P&I I&S Bond | | | |
| Attorney Fee | 0.00 | \$0.00 | |
| Subtotal | \$21,574.83 | \$21,574.83 | 1.51% |
| Delinquent TaxYears Collections | | | |
| Base M&O | -\$362.26 | -\$362.26 | |
| Base I&S | -6.95 | -\$6.95 | |
| Late Rendition Penalty | 21.64 | \$21.64 | |
| P&I M&O | 21.54 | \$21.54 | |
| P&I I&S | 3.34 | \$3.34 | |
| P&I I&S Bond | | | |
| Attorney Fee | 20.96 | \$20.96 | |
| | | 0.00 | |
| Subtotal | -\$301.73 | -\$301.73 | -0.02% |
| Combined Current & Delinquent: | | | |
| Base M&O | \$10,131.49 | \$10,131.49 | |
| Base I&S | \$11,065.02 | \$11,065.02 | |
| Late Rendition Penalty | 30.75 | 30.75 | |
| P&I M&O | 21.54 | 21.54 | |
| P&I I&S | 3.34 | 3.34 | |
| P&I I&S Bond | | | |
| Attorney Fee | 20.96 | 20.96 | |
| | | 0.00 | |
| Total Collections | \$21,273.10 | \$21,273.10 | 1.48% |
| Original 2018 Tax Levy | | \$1,432,697.93 | 100.00% |

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

Cumulative Comparative Collection Status Report
 October 2018

City of Lavon #18

| Current Tax Year Collections | Collections thru | | Collections thru | |
|---|-----------------------|---------------|-----------------------|---------------|
| | October 2018 | % Collections | October 2017 | % Collections |
| Base M&O | \$21,565.72 | 1.51% | \$22,229.64 | 1.72% |
| Late Rendition Penalty | 9.11 | | 0.00 | |
| P&I M&O | 0.00 | | 0.00 | |
| Attorney Fee | 0.00 | | 0.00 | |
| Subtotal | \$21,574.83 | 1.51% | \$22,229.64 | 1.72% |
| Delinquent Tax Years Collections | | | | |
| Base M&O | -\$369.21 | | -\$234.40 | |
| Late Rendition Penalty | 21.64 | | 0.00 | |
| P&I M&O | 24.88 | | 9.11 | |
| Attorney Fee | 20.96 | | 0.00 | |
| Other Fees | 0.00 | | 0.00 | |
| Subtotal | -\$301.73 | -0.02% | -\$225.29 | -0.02% |
| Combined Current & Delinquent: | | | | |
| Base M&O | \$21,196.51 | | \$21,995.24 | |
| P&I M&O | 24.88 | | 9.11 | |
| Late Rendition Penalty | 30.75 | | 0.00 | |
| Attorney Fee | 20.96 | | 0.00 | |
| Total Collections | \$21,273.10 | 1.48% | \$22,004.35 | 1.71% |
| Adjusted 2017 Tax Levy | | | \$1,289,865.40 | 100.00% |
| Original 2018 Tax Levy | \$1,432,697.93 | 100.00% | | |

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

Levy Outstanding Status Report
 October 2018

City of Lavon #18

| | Current Tax Year | Delinquent Tax Years |
|--|-----------------------|----------------------|
| Current Month: | | |
| Tax Levy Remaining as of 9/28/18 | \$1,432,697.93 | 8,660.76 |
| Base M&O Collections | 21,565.72 | -369.21 |
| Supplement/Adjustments | \$17,296.46 | -\$157.29 |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 10/31/18 | <u>\$1,428,428.67</u> | <u>\$8,872.68</u> |
| Cumulative (From 10/01/18 thru 10/31/18) | | |
| Original 2017 Tax Levy (as of 10/01/18) | \$1,432,697.93 | 8,660.76 |
| Base M&O Collections | 21,565.72 | -369.21 |
| Supplement/Adjustments | 17,296.46 | -157.29 |
| Write-Off | 0.00 | 0.00 |
| Remaining Levy as of 10/31/18 | <u>\$1,428,428.67</u> | <u>\$8,872.68</u> |

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

Monthly Distribution Report
October 2018

City of Lavon #18

| | Distribution Month of October | Distribution 10/1/18 thru 10/31/18 |
|-------------------------------------|----------------------------------|---------------------------------------|
| Weekly Remittances: | | |
| Week Ending 10/5/18 | \$0.00 | \$0.00 |
| Week Ending 10/12/18 | \$0.00 | \$0.00 |
| Week Ending 10/19/18 | \$951.65 | \$951.65 |
| Week Ending 10/26/18 | \$13,426.34 | \$13,426.34 |
| Week Ending 10/31/18 | \$6,387.54 | \$6,387.54 |
| Total Weekly Remittances | <u>\$20,765.53</u> | <u>\$20,765.53</u> |
| Overpayment from Prior Month | \$485.06 | \$485.06 |
| Manual Adjustment Refund | \$0.00 | \$0.00 |
| Commission Paid Delinquent Attorney | \$20.96 | \$20.96 |
| Entity Collection Fee | \$0.00 | \$0.00 |
| Judgement Interest | \$0.00 | \$0.00 |
| 5% CAD Rendition Penalty | \$1.55 | \$1.55 |
| Total Disbursements | <u>\$21,273.10</u> | <u>\$21,273.10</u> |
| Carryover to Next Month | \$0.00 | \$0.00 |

2833 - Lavon, City of (General Obligation Debt)

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

The Charts below contain sales tax revenue allocated each month by the 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](#)

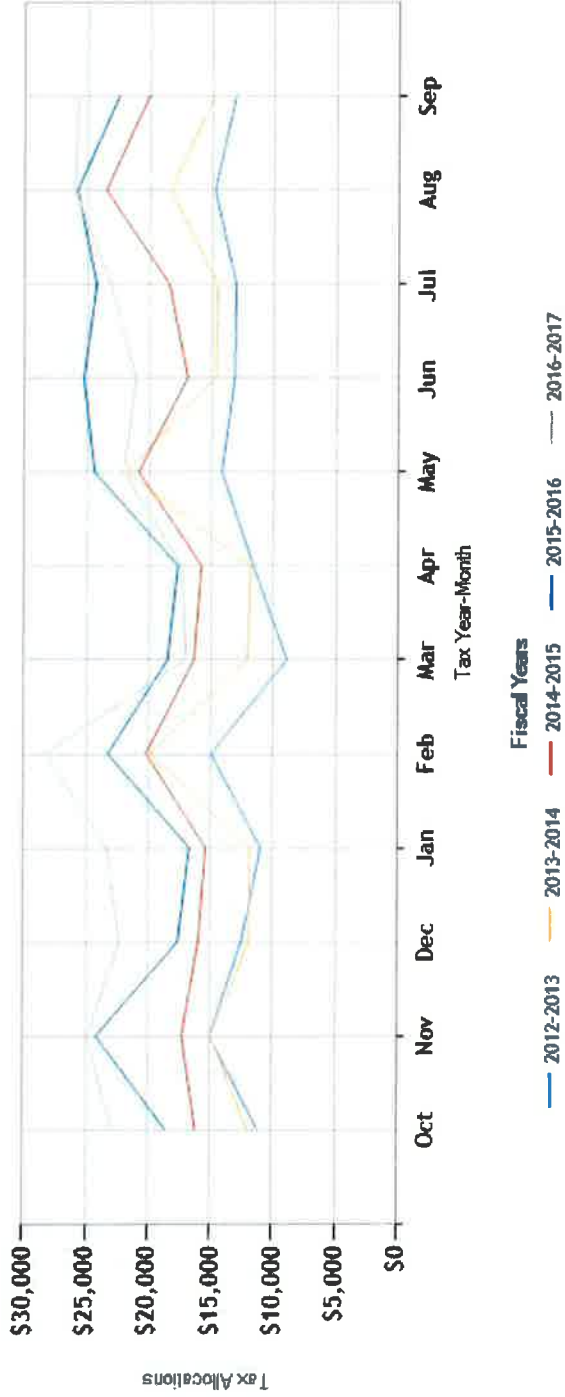
[Download to Excel](#)

By Calendar Year

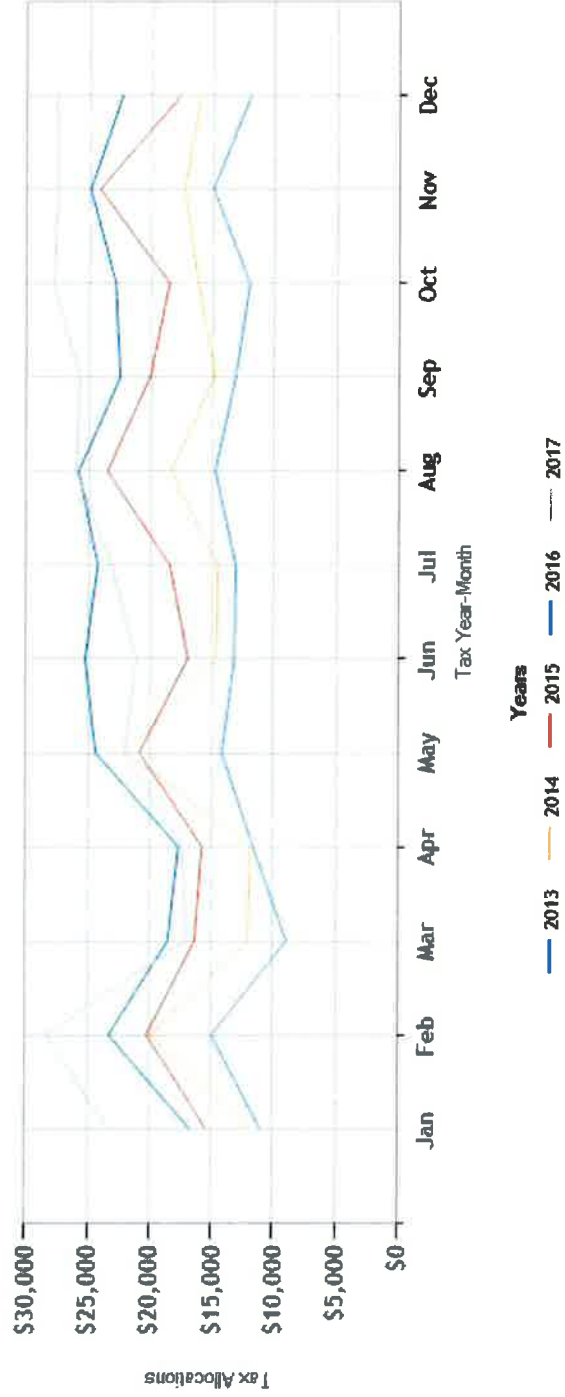
| Year | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|----------|----------|-----------|
| 2018 | \$34,883 | \$38,663 | \$28,296 | \$32,210 | \$41,357 | \$37,397 | \$38,763 | \$43,030 | \$35,374 | \$38,730 | \$39,419 | \$0 | \$408,121 |
| 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 >

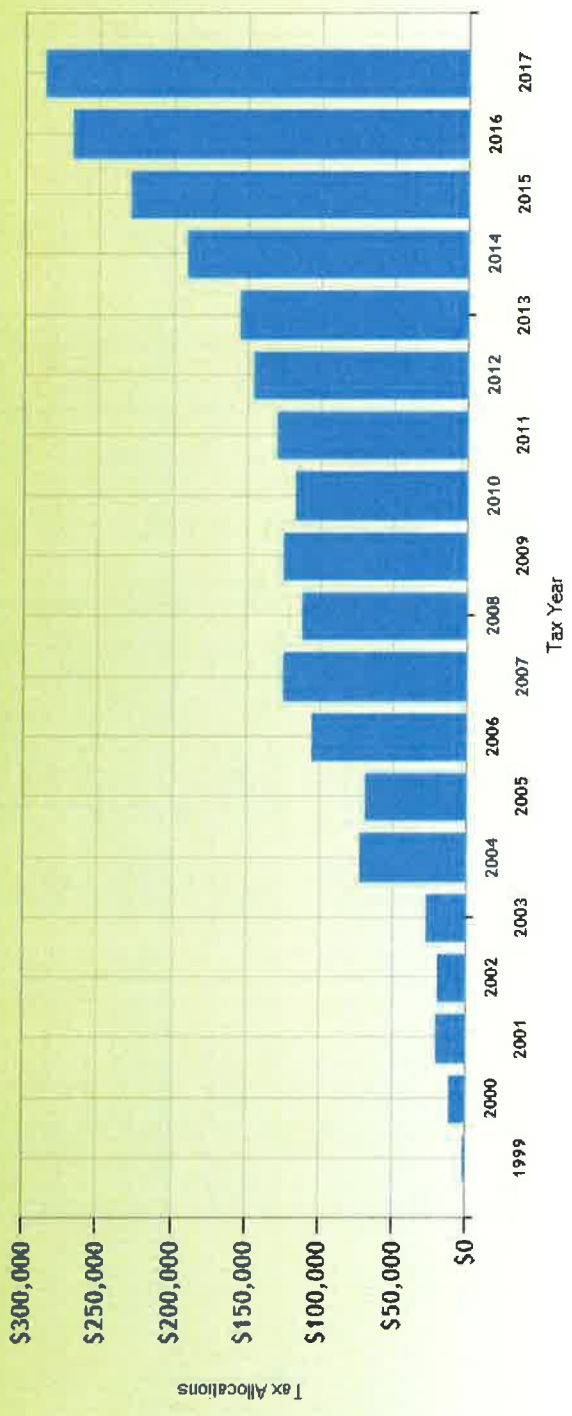
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



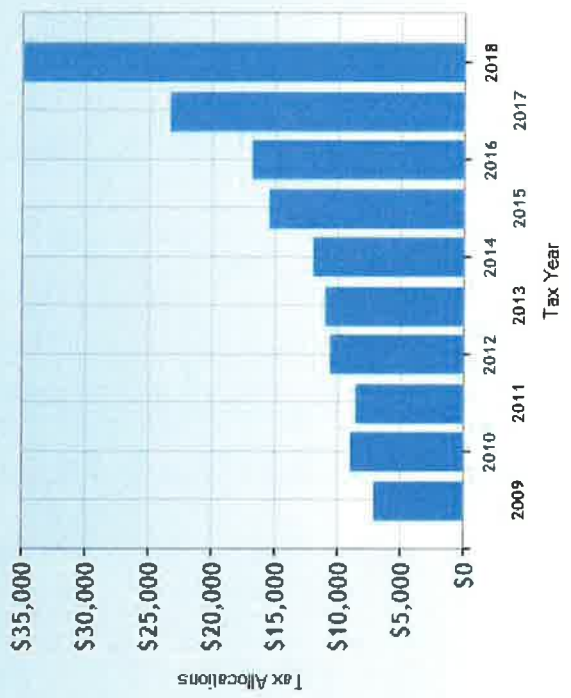
Monthly - Sales Tax Allocations - By Calendar Year



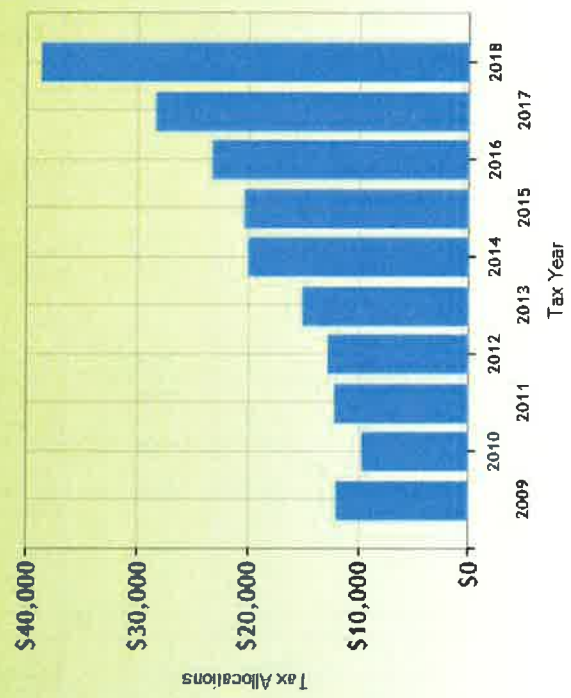
Yearly - Sales Tax Allocations - Past 20 Years

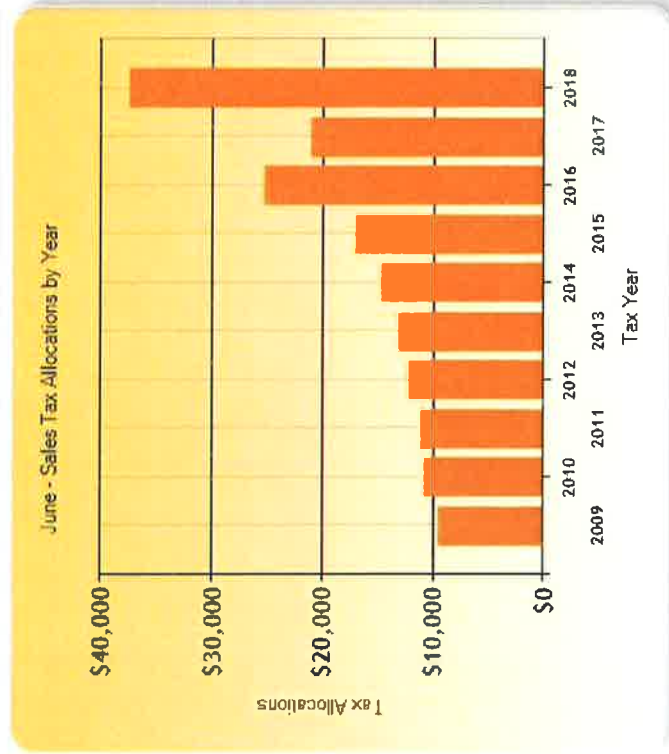
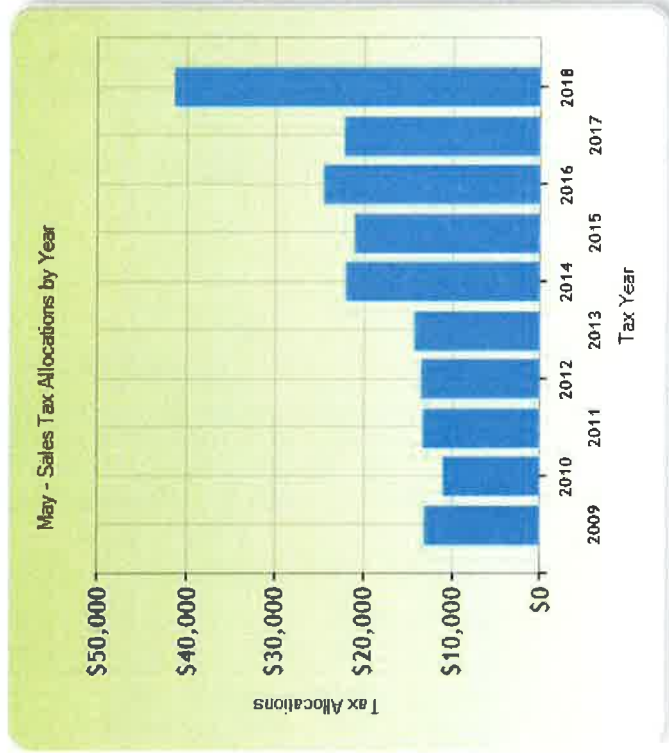
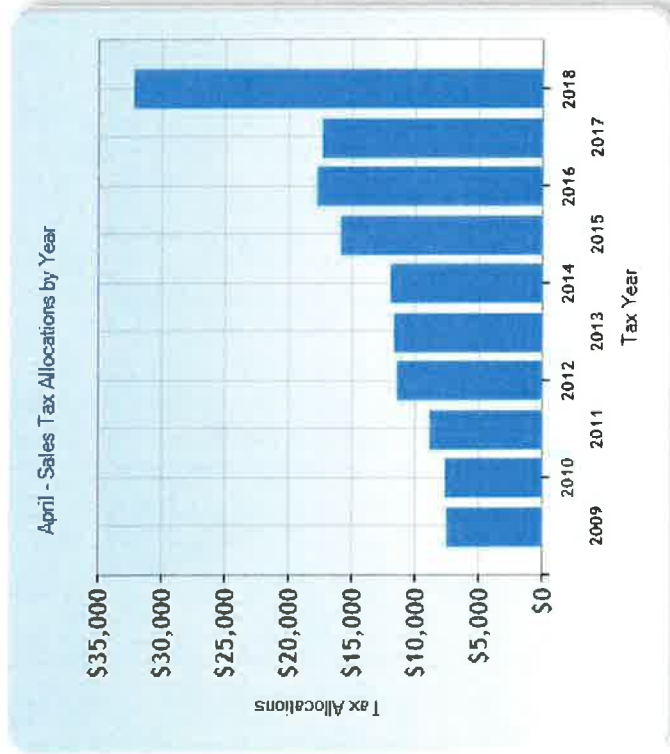
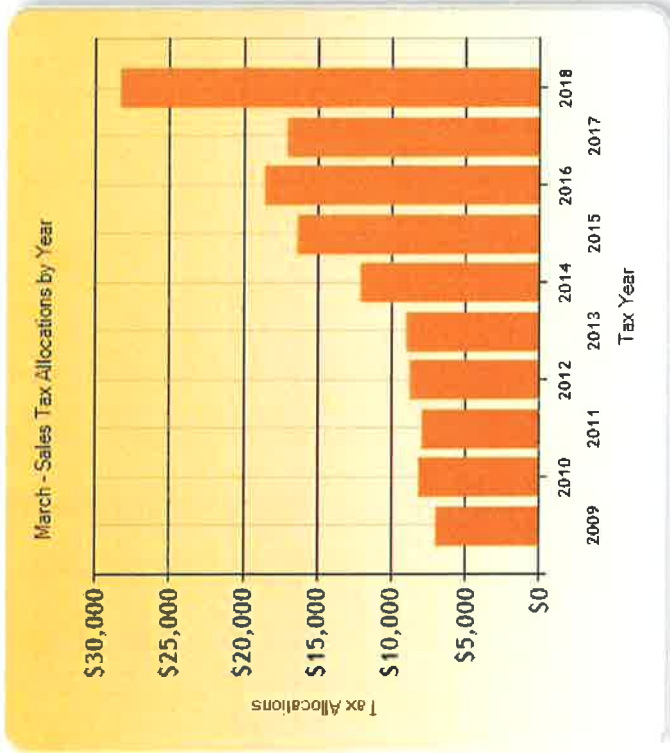


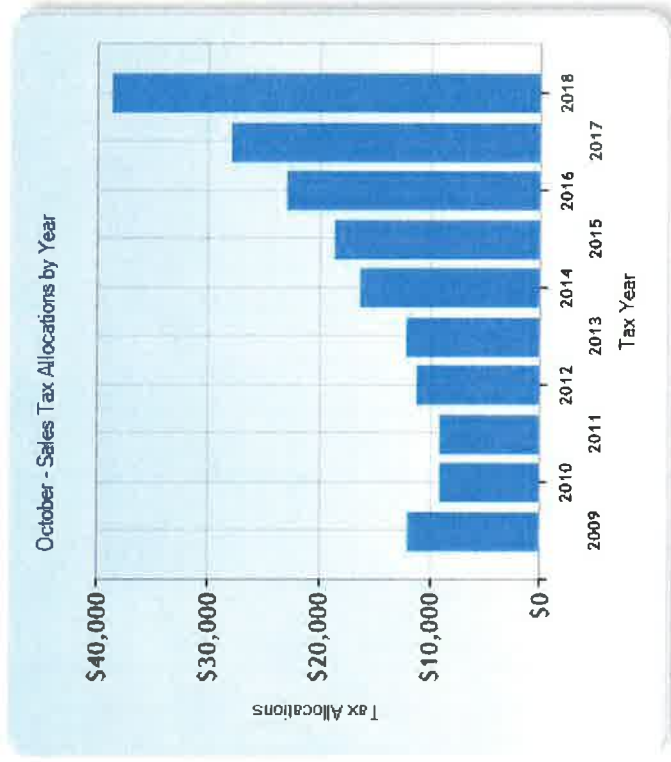
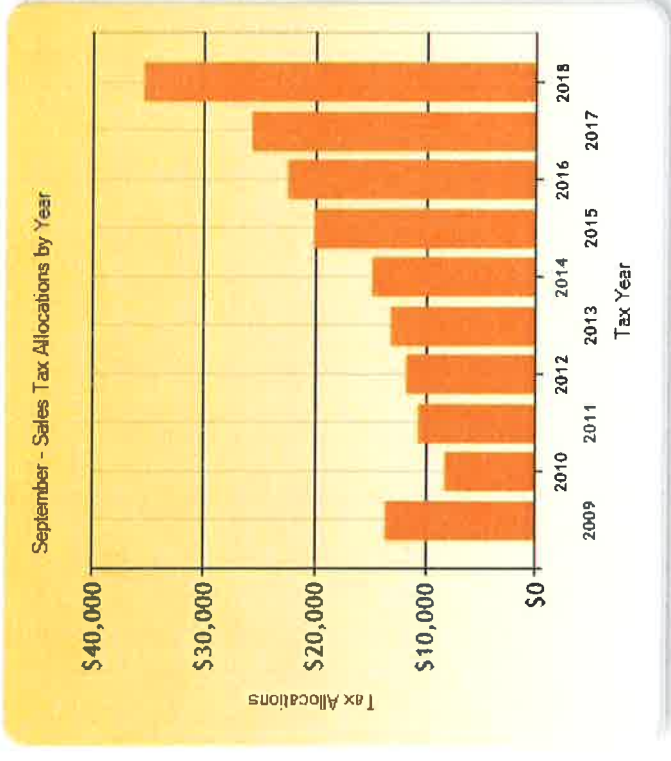
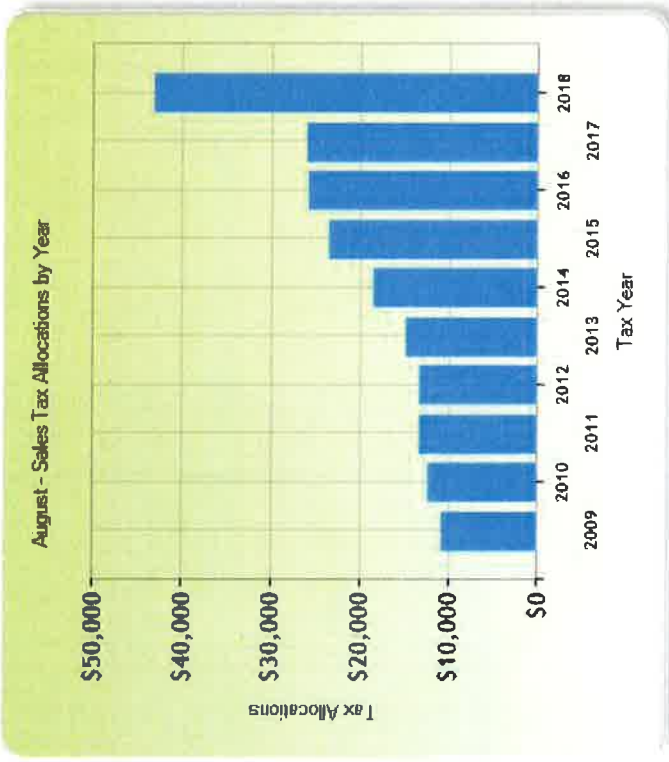
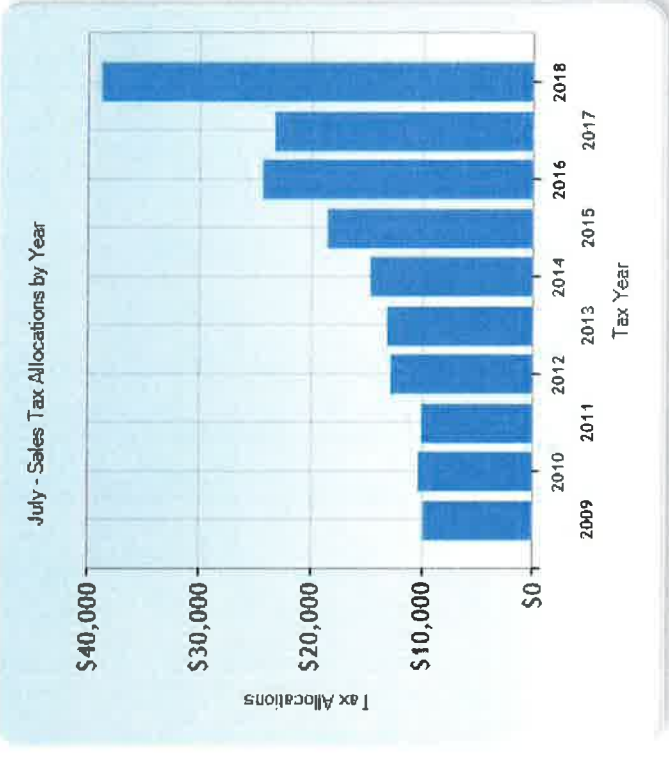
January - Sales Tax Allocations by Year

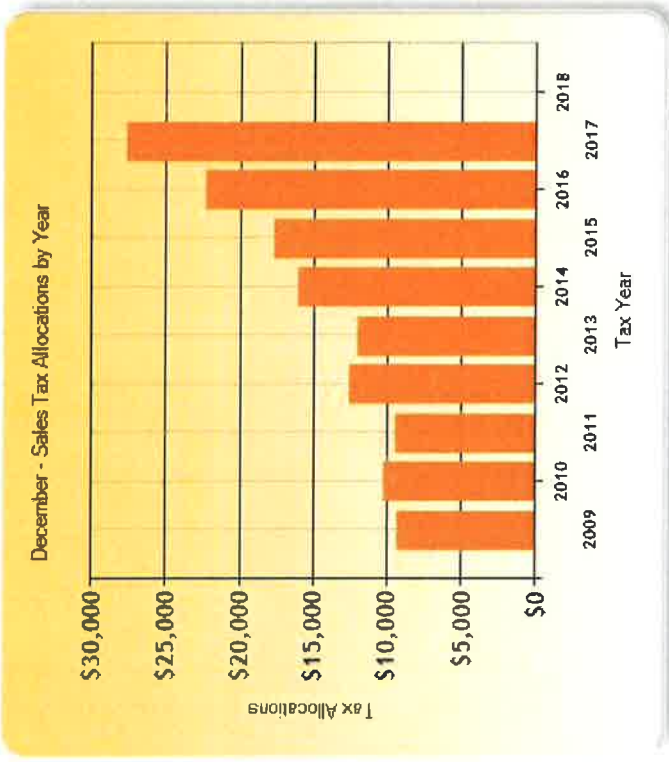
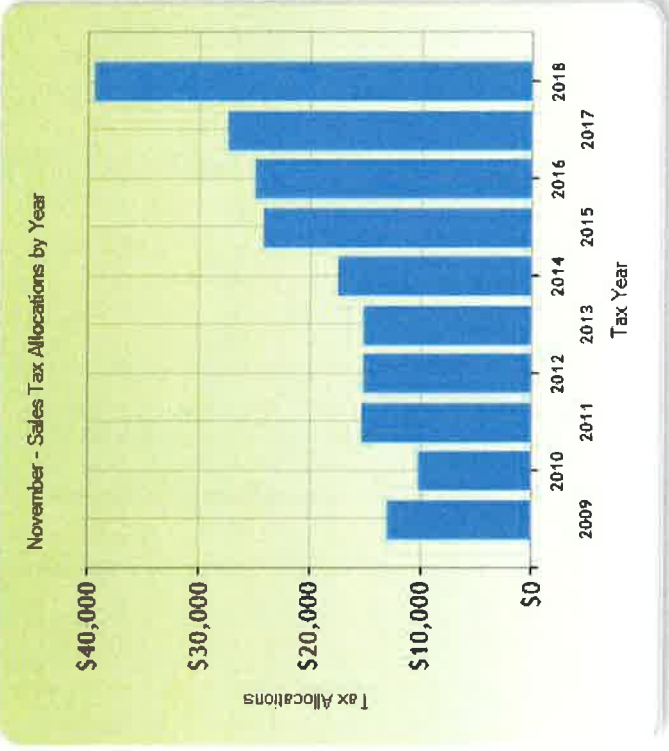


February - Sales Tax Allocations by Year









Kim Dobbs

From: Jackie Abraham [jackie.abraham@municap.com]
Sent: Wednesday, October 31, 2018 2:55 PM
To: Kim Dobbs
Subject: MSRB Rule G-10 Investor and Municipal Advisory Client Education and Protection

Dear Kim Dobbs,

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 we are required to provide you with the following information.

MuniCap, Inc. is registered as a “Municipal Advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission (“SEC”) and the MSRB.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

If you have any additional questions, please let us know. We continually strive to provide you the very best service and we welcome your feedback.

Kindest regards,

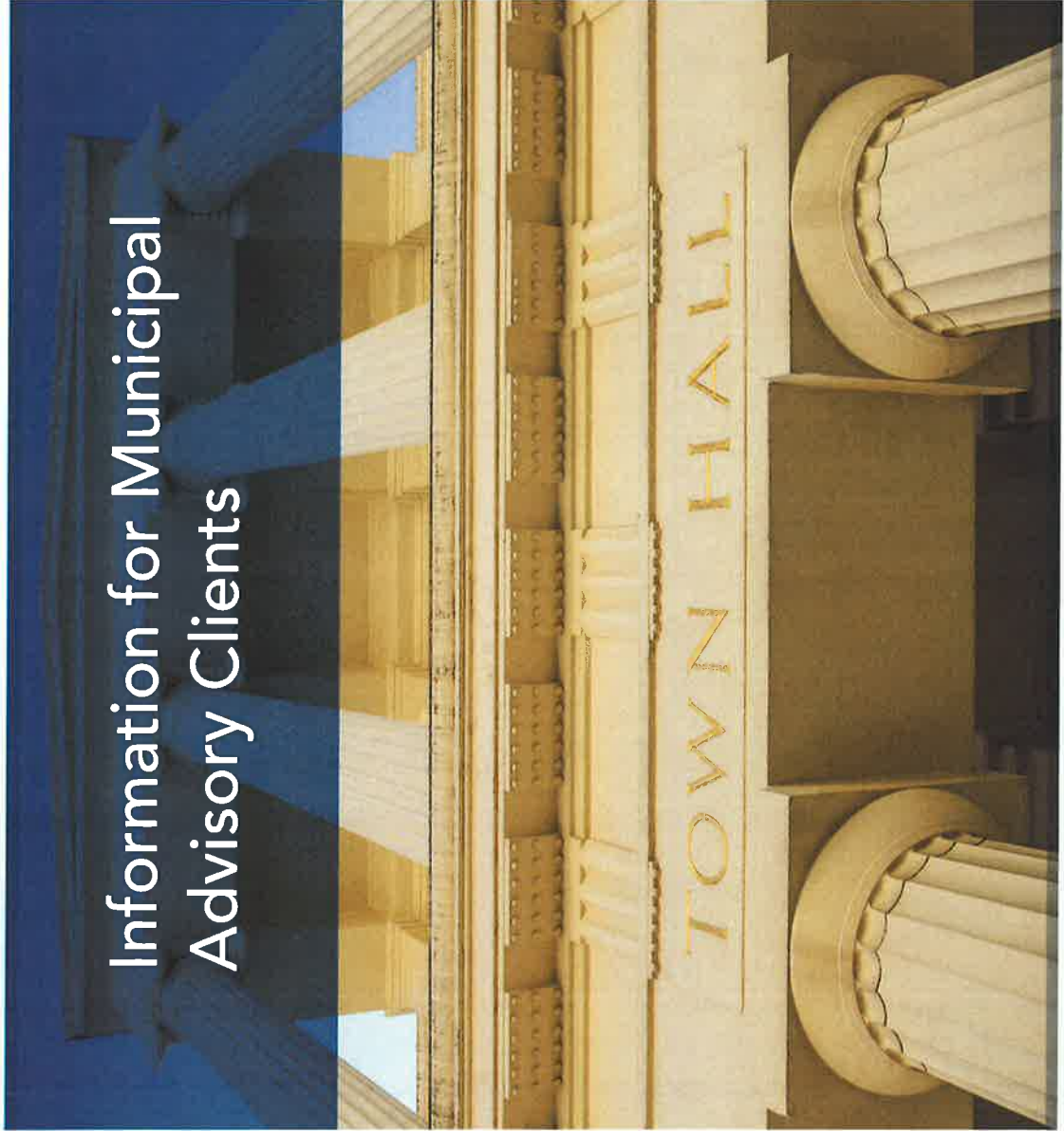
MuniCap, Inc.

www.municap.com

443-539-4101



Municipal Securities Rulemaking Board



The Municipal Securities Rulemaking Board (MSRB) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with our rules when engaging in municipal advisory activities.

This document summarizes key principles of our rules that protect you. It also provides information on how to file a complaint against a municipal advisor with the appropriate federal regulatory authority. For the complete text of the rules and additional educational information, visit the MSRB's website at www.msrb.org.

Professional Competency. Our rules require that your municipal advisor meet professional qualification requirements based on its municipal advisory activities. Beginning January 1, 2018, our rules require that municipal advisors also meet continuing education requirements.

Fair Dealing. Our rules require that your municipal advisor deal fairly with you and not engage in any deceptive, dishonest or unfair practice. Your municipal advisor must satisfy a duty of care. Your municipal advisor's recommendations must be suitable, and your municipal advisor's compensation for its recommendations must not be excessive.

To help make sure that your municipal advisor is providing unbiased advice, our rules address potential conflicts of interest, including gift-giving and political contributions. Our rules generally prohibit a municipal advisor from advising or soliciting a municipal entity within two years of a political contribution to an official of that municipal entity.

Our rules also require that you receive certain disclosures from your municipal advisor so you are aware of information that is material to your decision-making. If you are receiving advice from your municipal advisor, your municipal advisor must disclose, in writing, all material conflicts of interest, and all legal and disciplinary events material to your evaluation of your municipal advisor. We refer to this as a “full and fair” disclosure under our rules.

You are also protected by our fair dealing rules if you are solicited by a municipal advisor on behalf of a third-party municipal securities dealer, municipal advisor or investment adviser to buy certain products or services. That municipal advisor must disclose all material facts about the solicitation, including all material risks and characteristics of the product or service.

Duty of Loyalty. If you are a municipal entity, our rules provide extra protections when your municipal advisor advises you about municipal financial products or the issuance of municipal securities. Your municipal advisor must deal honestly and with the utmost of good faith, and act in your best interests without regard to its financial or other interests.

Periodic Disclosure. Your municipal advisor must periodically provide you with the following:

- a statement that it is registered with the MSRB and the Securities and Exchange Commission (SEC);
- the MSRB’s website address; and
- a statement as to the availability of this brochure.

Documentation. When hiring a municipal advisor to provide advice, your municipal advisor must give you a written document outlining certain terms of its relationship with you.

Remedies for Disputes

If you have a dispute with your municipal advisor firm or representative, you should try to — but do not have to — resolve it with the individual or a supervisor. In some cases, you may not be able to resolve the dispute.

Terms as Used in this Brochure

- **You:** A municipal advisory client, including:
 - **Municipal Entity:** A state, political subdivision of a state, or municipal corporate instrumentality of a state, including a public pension plan.
 - **Obligated Person:** Any person (including the issuer) legally committed to support payment of all or part of an issue of municipal securities, other than certain unrelated providers of credit or liquidity enhancement.
- **Municipal Advisory Activities**
 - **The provision of advice** to you with respect to municipal financial products or the issuance of municipal securities.
 - **Solicitation** of you on behalf of certain third parties to purchase a product or service.

Filing a Complaint

Regardless of whether you have tried to resolve your complaint directly, you may file a formal complaint with the regulatory agency that examines your municipal advisor for compliance with MSRB rules. You also may contact the MSRB, at 1300 I Street NW, Suite 1000, Washington, DC, 20005, 202-838-1330, complaints@msrb.org, and we will forward the complaint to the appropriate enforcement agency listed below.

To expedite the handling of your complaint, please be as specific as possible as to the nature of the complaint, including detail about the representative and/or firm involved. Please provide your name, phone number, email address and mailing address.

If you have a complaint about a potential violation of MSRB rules or other federal securities laws, contact:

U.S. Securities and Exchange Commission

SEC Center for Complaints and Enforcement Tips

100 F Street, N.E.

Washington, DC 20549-5990

<https://www.sec.gov/reportspubs/investor-publications/complaintshtml.html>

Or use the online portal at:

<https://denebleo.sec.gov/TCRExternal/index.xhtml>

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission

Office of Municipal Securities

100 F Street, N.E.

Washington, DC 20549

(202) 551-5680

Municipal advisors that also act as municipal securities dealers must follow additional rules. For more information about the regulatory protections for investors, see the [MSRB's Information for Municipal Securities Investors](#) brochure.

If you have a complaint against your municipal advisor that is also registered with FINRA as a dealer, contact:

FINRA Investor Complaint Center

9509 Key West Avenue
Rockville, MD 20850-3329
(240) 386-4357

<http://www.finra.org/investors/problem>

Or use the online portal at:

<http://www.finra.org/investors/investor-complaint-center>

About the MSRB

The MSRB protects investors, state and local governments and other municipal entities, and the public interest by promoting a fair and efficient municipal securities market. The MSRB fulfills this mission by regulating the municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities. To further protect market participants, the MSRB provides market transparency through its [Electronic Municipal Market Access \(EMMA®\) website](#), the official repository for information on all municipal bonds. The MSRB also serves as an objective resource on the municipal market, conducts extensive education and outreach to market stakeholders, and provides market leadership on key issues. The MSRB is a Congressionally-chartered, self-regulatory organization governed by a 21-member board of directors that has a majority of public members, in addition to representatives of regulated entities. The MSRB is subject to oversight by the Securities and Exchange Commission,

Kim Dobbs

From: Colby Jackson (HTS) [colby.jackson@hilltopsecurities.com]
Sent: Tuesday, November 13, 2018 9:22 AM
To: Kim Dobbs
Cc: Grace Eggleston (HTS); Evans, Beverly
Subject: Lavon, Texas (Heritage PID No. 1) - Arbitrage Rebate Compliance
Attachments: SpecialAssessRev2013Oct302018 5yr.pdf

Dear Ms. Dobbs,

Attached is a copy of the arbitrage rebate compliance letter for the Special Assessment Revenue Bonds, Series 2013, (Heritage Public Improvement District No. 1 (Residential)), for the installment computation period ending October 30, 2018. As the letter indicates, there is no liability to the Internal Revenue Service related to this bond issue for the installment computation period. Under the reporting rules, there is no requirement to file documents with the Internal Revenue Service since no liability exists for this issue.

Please feel free to contact me if you have any questions or concerns.

Thank you for the opportunity to be of service.

Sincerely,
Colby

J. Colby Jackson

Director

FirstSouthwest Asset Management

direct 214.953.8760 | toll free 800.678.3792 | mobile 940.224.4431

1201 Elm Street, Suite 3500, Dallas, TX 75270

colby.jackson@hilltopsecurities.com

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Bill Johnson, CPA
Managing Director
Arbitrage Rebate Compliance Services

November 12, 2018

Ms. Kim Dobbs
City Administrator / City Secretary
City of Lavon, Texas
P.O. Box 340
Lavon, TX 75166-0340

\$ 8,065,000
City of Lavon, Texas
Special Assessment Revenue Bonds, Series 2013
(Heritage Public Improvement District No. 1 (Residential))

The above-referenced Obligations, delivered October 30, 2013 (the "Issue Date"), were issued for the purpose of providing funds to finance the costs of construction for the Heritage Public Improvement District No. 1 (the "District"). The sale proceeds of the Obligations totaled \$8,065,000.00 and were used to (i) repay a portion of a Temporary Reimbursement Note, which was used to fund a portion of the costs of certain improvement projects of the District, (ii) fund the Debt Service Reserve Fund in the amount of the Reserve Fund Requirement of the bonds, (iii) fund the payment of a portion of the costs incidental to the organization of the District, (iv) fund the capitalized interest on the bonds, and (v) pay the costs of the issuance of the bonds.

Per the trust statements for the Obligations, all proceeds applicable to the bonds were held in non-interest bearing cash accounts. As a result, the Improvement Fund, Reserve Fund, Capitalized Interest Fund, and Costs of Issuance Fund were not included in the calculation.

We were provided with the Interest and Sinking Fund transactions for the Bonds. During the period from October 30, 2013 through October 30, 2018, the Interest and Sinking Fund met the depletion requirements. As a result, it is deemed to be a bona fide debt service fund and is not subject to the rebate requirements.

Since the bonds had no funds subject to rebate through October 30, 2018, there is no liability to report at this time. As long as the proceeds related to the bonds are held uninvested in cash, no calculations will be required.

Sincerely,

FIRST SOUTHWEST ASSET MANAGEMENT, LLC

by 

Bill Johnson, CPA

RECEIVED

NOV 13 2018

CITY OF LAVON

130702-1

FirstSouthwest Asset Management
1201 Elm Street
Suite 3500
Dallas, Texas 75270

direct 214.953.8817
fax 214.840.5040
bill.johnson@hilltopsecurities.com
HilltopSecurities.com



Chris Felan
Vice President
Rates & Regulatory Affairs

October 29, 2018

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the November 2018 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Chris Felan". The signature is written in a cursive, slightly slanted style.

Attachment

RECEIVED
NOV 02 2018
CITY OF LAVON

Part (a) - Mid-Tex Commodity Costs

| Line | (a) | (b) | | | | |
|------|--|--------------|---------|------------|-----------|--|
| 1 | Estimated Gas Cost per Unit: | \$0.19901 | | | | |
| 2 | Estimated City Gate Deliveries: | 125,166,010 | | | | |
| 3 | Estimated Gas Cost: | \$24,909,288 | | | | |
| 4 | Lost and Unaccounted For Gas % | 2.5932% | | | | |
| 5 | Estimated Lost and Unaccounted for Gas | \$645,948 | | | | |
| 6 | Total Estimated City Gate Gas Cost: | \$25,555,236 | | | | |
| 7 | Estimated Sales Volume: | 88,121,030 | | | | |
| 8 | Estimated Gas Cost Factor - (EGCF) | 0.29000 | | | | |
| 9 | Reconciliation Factor - (RF): | (0.01309) | | | | |
| 10 | Taxes (TXS): | 0.00000 | | | | |
| 11 | Adjustment - (ADJ): | 0.00000 | | | | |
| 12 | Gas Cost Recovery Factor - (GCRF) | 0.27691 | per Ccf | Btu Factor | Per MMBtu | |
| | | | | 0.1024 | \$2.7042 | |

Part (b) - Pipeline Services Costs

| Line | (a) | (b) | (c) | (d) | (e) |
|------------------------|---|---------------|----------------------|---------------------|-----------------------------|
| Fixed Costs | | | | | |
| 13 | Fixed Costs Allocation Factors [Set by GUD 101770] | 100.0000% | Rate R - Residential | Rate C - Commercial | Rate I - Industrial Service |
| 14 | a. Current Month Fixed Costs of Pipeline Services | \$31,146,992 | 64.3027% | 30.5476% | 5.1497% |
| 15 | b. Plus: Second Prior Month Recovery Adjustment | \$0 | 20,028,357 | 9,514,658 | 1,603,977 |
| 16 | Net Fixed Costs | \$31,146,992 | \$0 | \$0 | \$0 |
| | | | \$20,028,357 | \$9,514,658 | \$1,603,977 |
| Commodity Costs | | | | | |
| 17 | a. Estimated Commodity Cost of Pipeline Services | (\$6,999,714) | (4,594,427) | (2,147,159) | (258,128) |
| 18 | b. Plus: Second Prior Month Recovery Adjustment | \$0 | \$0 | \$0 | \$0 |
| 19 | Net Commodity Cost of Pipeline Services | (\$6,999,714) | (\$4,594,427) | (\$2,147,159) | (\$258,128) |
| 20 | Total Estimated Pipeline Costs (Line 16 + Line 19) | \$24,147,278 | \$15,433,930 | \$7,367,499 | \$1,345,849 |
| 21 | Estimated Billed Volumes | | 71,751,000 Ccf | 46,514,760 Ccf | 4,531,306 MMBtu |
| 22 | Pipeline Cost Factor (PCF) [Line 20 / Line 21] | | 0.21510 Ccf | 0.15840 Ccf | \$0.2970 MMBtu |
| 23 | Gas Cost Recovery Factor - (GCRF) [Line 12] | | 0.27691 Ccf | 0.27691 Ccf | \$2.7042 MMBtu |
| 24 | Rider GCR | | 0.49201 Ccf | 0.43531 Ccf | \$3.0012 MMBtu |
| 25 | | | | | Rate T - \$0.2970 MMBtu |

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.