



AGENDA
MAY 21, 2019
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. PRESENTATIONS

Proclamation - Building Safety Month

Proclamation – Public Works Week

4. 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.

5. ITEMS OF INTEREST/COMMUNICATIONS

Members may identify community events, functions and other activities.

6. CONSENT AGENDA

Consent items are considered routine or non-controversial and will be voted on in one motion unless a separate discussion is requested by a Member.

A. Approve the minutes of the May 7, 2019 meeting.

B. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 4/30/2019 and authorize the payment of invoices included therein.

7. ITEMS FOR CONSIDERATION

A. Public Hearing regarding the request of the owner of certain property to voluntarily annex property described as W. H. Moore Survey, Abstract 063, Sheet 2, Tract 13 situated at 1009 S. State Highway 78, consisting of the balance of 1.684 acres in Collin County, Texas into the City of Lavon. *This is the first of two public hearings; the second public hearing is set for June 4, 2019*

1) Presentation of request.

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

B. Discussion and action regarding the final plat of the Traditions, Phase 2 addition on 30.485 acres of land situated in the Drury Anglin Survey, Abstract No. 2, (CCAD Property ID 1250096), south of the intersection of Geren Dr. and Windmill Dr., Collin County, Texas and consisting of 111 residential lots.

C. Discussion and action regarding Resolution No. **2019-05-04** authorizing the Mayor to execute a contract with Community Waste Disposal, LP for the collection of solid waste and recyclables; and declaring an effective date.

D. Discussion and action regarding Ordinance No. **2019-05-01** amending Article 1.04 “Taxation” of the Code of Ordinances to authorize the levy of a tax on all telecommunications services sold in the city; providing a cumulative clause; providing a severability clause; providing for publication and providing an effective date.

- E. Discussion and action regarding Ordinance No. 2019-05-03 amending Ordinance No. 2018-09-02 that approved and adopted a budget for the City for the fiscal year October 1, 2018 through September 30, 2019, as amended, to amend adopted revenues and expenditures of the budget; and providing an effective date.
- F. Discussion and action regarding Ordinance No. 2019-05-04 amending Section A4.002, “Garbage Collection Services”, Article A4.000, “Utility Services”, Appendix A, “Fee Schedule”, of the Code of Ordinances of the City of Lavon, Texas; providing savings, repealing, and severability clauses; and providing an effective date.
- G. Discussion and action regarding Resolution No. 2019-05-05 declaring a police vehicle to be surplus property and authorizing the disposition of same in a manner which is beneficial to the city.

8. DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – 1) Monthly Reports for traffic stops, calls for service, security checks, call breakout and consolidated activity; and 2) Community Liaison Officer Report.
- B. Fire Services – 1) LVFD update and reports; and 2) EMS report.
- C. Public Works Services – 1) General public works and street maintenance report including mowing and trash collection; 2) TxDOT projects report; and 3) sanitary sewer system report.
- D. Administration Services – 1) Financial Outlook; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report; 5) Sales Tax Report; 6) TexStar Newsletter; 7) Investment Report and 8) SH 205 Update.

9. 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.

- June 4, 2019

10. 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 May 17, 2019.



 Kim Dobbs, City Administrator | City Secretary

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



MAYORAL PROCLAMATION City of Lavon, Texas

Building Safety Month — May 2019

WHEREAS, the City of Lavon recognizes that the City's growth and strength depends in part on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

WHEREAS, confidence in the structural integrity of the buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and ensure the safe construction of buildings, and;

WHEREAS, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization and Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to keep America great, and;

WHEREAS, the theme for Building Safety Month 2019, "*No Code. No Confidence.*" encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and,

NOW, THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon, do hereby proclaim the month of May 2019 as

Building Safety Month

in the City of Lavon and encourage our citizens to join in expressing support and appreciation for our building official and fire marshal.



IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Lavon, Texas, to be affixed this 21st day of May 2019.

Vicki Sanson, Mayor



MAYORAL PROCLAMATION
City of Lavon, Texas

Public Works Week — May 2019

WHEREAS, the City of Lavon recognizes that the public works services provided in our community are an integral part of our citizen's everyday lives, and;

WHEREAS, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including sewer, streets, public buildings, solid waste collection, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens, and;

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services, and;

WHEREAS, the quality and effectiveness of these facilities, as well as their planning design and construction, is vitally dependent upon the efforts and skills of public works officials, and;

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding the importance of the work they perform.


NOW, THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon, do hereby proclaim the week of May 19-25, 2019 as

Public Works Week

and encourage our citizens to join in expressing support and appreciation for our dedicated public works employees.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Lavon, Texas, to be affixed this 21st day of May 2019.





Vicki Sanson, Mayor

Camp 9-1-1

is a FREE 1/2 day camp that provides 3rd through 5th graders with the knowledge, skills and understanding of how to handle a variety of emergency situations calmly and effectively in the absence of adults.

Lavon Police Department, Lavon Volunteer Fire Department, Collin County Dispatch and City of Lavon Public Works are some of the agencies participating in this informational and fun camp.

Camp 9-1-1 is for incoming 3rd - 5th graders. Free t-shirt, goody bag and lunch are provided.

Registration deadline: May 30, 2019. Space is limited, contact Lavon City Hall 972-843-4220 for more information.



"Camp 911"



June 11, 2019
9am-1pm at City Hall
120 School Rd.
All Campers must pre-register to participate.



Babysitter Training Course



This Course includes:

- *Leadership Skills
- *Basic Childcare
- *Safety while supervising Children
- *The business of babysitting
- *What to do in an emergency
- * First Aid
- *CPR Certification

Lavon Police Department and Lavon Volunteer Fire Department will be instructing this class.



Registration is limited, deadline May 31, 2019



Wednesday, June 5, 2019 9am-2:30 (lunch provided)
Thursday, June 6, 2019 8am-Noon
Cost: \$40
Boys and Girls ages 11-16
Class held at the Lavon Emergency Operations Center
501A Lincoln Avenue, Lavon Tx 75166
You must pre-register for this class.
Contact Lavon City Hall 972-843-4220



**MINUTES
MAY 7, 2019
LAVON CITY COUNCIL
REGULAR MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

ATTENDING: VICKI SANSON, MAYOR
JOHN KELL, PLACE 1
MIKE COOK, PLACE 2 (arrived at 7:11 P.M.)
KAY WRIGHT, MAYOR PRO TEM, PLACE 3
TED DILL, PLACE 4
ABSENT: MINDI SERKLAND, PLACE 5

1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:01 P.M. AND ANNOUNCED A QUORUM PRESENT.

2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND PASTOR BRAD PATTERSON DELIVERED THE INVOCATION.

3. PRESENTATIONS

A. Mayor Sanson presented a proclamation in honor of Motorcycle Safety and Awareness and members of the Blacksheep Motorcycle Club shared information encouraging safe driving practices.

4. CITIZENS COMMENTS

None

5. ITEMS OF INTEREST/COMMUNICATIONS

- June 5 & 6, 2019 – Babysitter Training Course

- June 11, 2019 – Camp 911

- July 4, 2019 – tentative Pancake Breakfast hosted by resident Charlie Allen honoring John Abston

6. CONSENT AGENDA

A. Approve the minutes of the April 16, 2019 meeting.

B. Approve a correction to the approved minutes of the March 19, 2019 meeting.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

Absent: SERKLAND

7. ITEMS FOR CONSIDERATION

Mayor Sanson recognized Brad Patterson, Pastor of First Baptist Church.

G. Receive information from Pastor Brad Patterson, First Baptist Church of Lavon, discussion and action regarding drainage along Business 78 and in the vicinity of the church.

Ms. Dobbs introduced Pastor Brad Patterson, First Baptist Church Lavon, who provided information regarding recent flooding in and around the church. Pastor Patterson urged the council to prioritize addressing drainage issues around the church and expressed frustration with the city's inability to address issues in facilities owned by the state and maintained by the Texas Department of Transportation (TxDOT).

Ms. Dobbs recognized that the City had experienced record rainfall and advised that the city staff and city engineer met with TxDOT earlier in the day regarding the issues around the churches and in other areas in the City. Pastor Patterson stated he met with the TxDOT Area Engineer earlier in the day and discussed potential measures to address the issue around the church property. Pastor Patterson stated he would be following up with TxDOT and agreed to keep Ms. Dobbs included in the information. Ms. Dobbs advised that the city staff would be continue their efforts to address drainage throughout the City and would report back to the City Council regarding the north Main Street area specifically.

- A. Discussion and action regarding Resolution No. 2019-05-01 authorizing the Mayor to execute a Municipal Services Agreement with First Bank Farmersville dba Independent Bank, for the purpose of offering municipal services for property described as Abstract Number 63 in the W. H. Moore Survey, containing 1.684 acres, a part of which is located in the corporate limits of the City of Lavon Collin County, Texas to be annexed into the corporate limits of the City of Lavon, Texas; calling for two public hearings.**

Ms. Dobbs explained that the property on which Independent Bank is located is partially outside of the city limits established in the original incorporation. Ms. Dobbs advised that Independent Bank expressed interest in connecting to the city's sanitary sewer system available at the 7-Eleven Addition and was informed of the City's policy that adjacent properties would annex to obtain service. The property owner submitted a petition to voluntarily annex the balance of the 1.684 acres and provided an executed written municipal services agreement as required by state law.

Acceptance of the petition and approval of the agreement were recommended with dates for public hearings identified on May 21, 2019 and June 4, 2019.

MOTION: APPROVE RESOLUTION NO. 2019-05-01 AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL SERVICES AGREEMENT WITH FIRST BANK FARMERSVILLE DBA INDEPENDENT BANK, FOR THE PURPOSE OF OFFERING MUNICIPAL SERVICES FOR PROPERTY DESCRIBED AS ABSTRACT NUMBER 63 IN THE W. H. MOORE SURVEY, CONTAINING 1.684 ACRES, A PART OF WHICH IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAVON COLLIN COUNTY, TEXAS TO BE ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, TEXAS; CALLING FOR TWO PUBLIC HEARINGS.

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

- B. Discussion and action regarding Resolution No. 2019-05-02 authorizing the Mayor to execute a facilities development agreement for Traditions, Phase 2 addition.**

Ms. Dobbs advised that the Planning and Zoning Commission met prior to the City Council meeting and recommended approval of the final plat of Traditions, Phase 2 pending approval of a facilities development agreement and subject to the city engineer's approval. Ms. Dobbs noted that the final plat would be presented to the City Council at a future meeting. Mr. Kell inquired about the drainage and erosion plan for the area, specifically at Traditions West. Developer engineer David Schnurbusch, P.E., USA Engineering explained that he is working on an updated drainage and erosion plan that will be implemented at the edge of the three Traditions neighborhoods to address drainage and erosion.

MOTION: APPROVE RESOLUTION NO. 2019-05-02 AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES DEVELOPMENT AGREEMENT FOR TRADITIONS, PHASE 2 ADDITION.

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

- C. Discussion and action regarding Resolution No. 2019-05-03 authorizing the Mayor to execute a professional services agreement with Birkhoff, Hendricks & Carter, LLP for professional engineering services related to the City of Lavon Stormwater Management Program; and providing an effective date.**

Ms. Dobbs introduced Joe Grajewski, P.E., Birkhoff, Hendricks & Carter, LLP who explained how his firm assists cities with the legally required Stormwater Management Programs (SWMP). He explained that the TCEQ requires cities to have SWMP protocols that help keep runoff and pollution from entering rivers and streams. Director of Public Works Sonny Mancias added that the SWMP gives city the authority to enforce compliance with TCEQ standards.

MOTION: APPROVE RESOLUTION NO. 2019-05-03 AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS & CARTER, LLP FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CITY OF LAVON STORMWATER MANAGEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

- D. Discussion and action regarding Ordinance No. 2019-05-01 amending Article 1.04 “Taxation” of the Code of Ordinances to authorize the levy of a tax on all telecommunications services sold in the city; providing a cumulative clause; providing a severability clause; providing for publication and providing an effective date.**

Ms. Dobbs advised that a colleague in another city informed her that the City of Lavon is not listed on the State of Texas Comptroller’s website listing of “Jurisdictions That Impose Local Sales Tax on Telecommunications Services”. Ms. Dobbs provided information about the proposed tax and explained that because the State Comptroller’s office closely protects the confidentiality of taxpayer information, it is somewhat difficult to determine what the exact impact of the sales tax would be. The City Council requested additional information and directed for the item be returned to the next meeting for consideration. No action was taken.

- E. Discussion and action regarding Ordinance No. 2019-05-02 amending Ordinance No. 2018-09-02 that approved and adopted a budget for the City for the fiscal year October 1, 2018 through September 30, 2019 to amend adopted revenues and expenditures of the budget; and providing an effective date.**

Ms. Dobbs explained that to appropriately allocate funds to cover unanticipated expenditures, to provide for revenues received in excess of budget and to allow for budget variances, a proposed budget amendment is presented for the City Council’s consideration.

MOTION: APPROVE ORDINANCE NO. 2019-05-02 AMENDING ORDINANCE NO. 2018-09-02 THAT APPROVED AND ADOPTED A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

- F. Discussion and action regarding board and commission appointments – Planning and Zoning Commission, Lavon Economic Development Corporation (LEDC) Board of Directors, LVFD Board of Directors and IFC Building Board of Appeals.**

Ms. Dobbs reviewed openings and expiring terms for appointment. The City Council directed that members of the Planning and Zoning Commission be asked if they desire reappointment. It was noted

that there are no volunteer applications pending for consideration for the vacant LEDC position and staff was directed to publicize the invitation for volunteers to serve.

MOTION: REAPPOINT CHIEF MIKE JONES TO THE LAVON VOLUNTEER FIRE DEPARTMENT BOARD OF DIRECTORS, SEAT 2; DAVID ROSENQUIST TO PLANNING & ZONING COMMISSION, SEAT 5; AND VICKI SANSON TO PLANNING AND ZONING COUNCIL LIAISON.

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

8. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- May 21, 2019 Regular Meeting at 7:00 p.m.
- May 21, 2019 Public Hearing regarding annexation
- Taxation for Telecommunication Services
- Update on efforts to address drainage concerns

9. 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 21st day of May 2019

Vicki Sanson
Mayor

ATTEST:

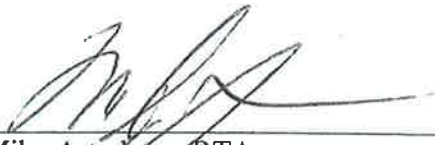
Kim Dobbs
City Administrator/City Secretary

OATH

STATE OF TEXAS:

COUNTY OF COLLIN

I, Mike Arterburn, being duly sworn state that I am the Assessor-Collector for the mentioned District and that the foregoing report reflects a true and correct accounting of all taxes collected during the month stated herein.



Mike Arterburn, RTA

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 13 DAY OF May, 2019

(SEAL)





NOTARY PUBLIC, STATE OF TEXAS

My commission expires 9/26/21



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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
ASSESSMENT REPORT SUMMARY
4/30/19**

Total Receivables As of	4/30/19	\$ 84,476.45	pg 2
Cash Balance As of	3/31/19	\$ 35,076.37	pg 3
April Receipts		\$ 9,597.16	pg 3
April Disbursements		\$ (15,000.00)	pg 3
May Disbursements:			
1 Wire Transfer		\$ (15,000.00)	pg 4
3 Invoices to be paid at a later date			
Cash Balance as of	5/1/19	\$ 14,673.53	pg 4

CURRENT COLLECTIONS & 4 YEAR HISTORICAL DATA						
Year	Collections 4/30/19	Adjustments 4/30/19	Reserve Uncollectibles	Collections 9/1/14 - 4/30/19	Receivables 4/30/19	Percent Collected
2018	8,087.73			653,183.27	82,185.29	88.82
2017	451.36			663,533.82	2,282.74	99.66
2016				599,554.03	8.42	99.99
2015				599,562.45		100.00
2014				600,372.72		100.00

Last Year's Percentage of Collections as of 4/30/18 85.97%

CURRENT CERTIFIED LEVY & 4 YEAR HISTORICAL DATA							
Year	Assessment Rates			Class 3	Original Levy	Adjustments	Assessment Levy
	Platted	Class 1	Class 2				
2018	2006	675.89	810.27		417,963.51		417,963.51
	2008	663.13	794.96	397.48	180,923.05		180,923.05
	2016	690.00			66,930.00		66,930.00
	2018		828.00		69,552.00		69,552.00
					<u>735,368.56</u>		<u>735,368.56</u>
2017	2006	675.89	810.27		417,963.51		417,963.51
	2008	663.13	794.96	397.48	180,923.05		180,923.05
	2016	690.00			-	66,930.00	66,930.00
						<u>598,886.56</u>	<u>665,816.56</u>
2016	2006	675.89	810.27		418,639.40		418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					<u>599,562.45</u>		<u>599,562.45</u>
2015	2006	675.89	810.27		419,449.67		418,639.40
	2008	663.13	794.96	397.48	180,923.05	(810.27)	180,923.05
					<u>600,372.72</u>		<u>599,562.45</u>
2014	2006	675.89	810.27		419,449.67		419,449.67
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					<u>600,372.72</u>		<u>600,372.72</u>

(Levy Calculated by Lot Size)

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
ASSESSMENT REPORT
4/30/19**

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

2018 Assessment Levy	\$	735,368.56	\$	735,368.56
	\$	-		

Collections From: 9/1/18 - 4/30/19

2018	\$	653,183.27
2017	\$	18,074.84
2016	\$	2,176.85

(\$ 673,434.96)

TOTAL RECEIVABLE AS OF		4/30/19	\$	84,476.45
				=====

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
4/30/19**

		<u>Month of</u> <u>4/30/19</u>	<u>Fiscal to Date</u> <u>10/1/18-4/30/19</u>
Cash Balance as of	3/31/19	\$ 35,076.37	\$ 15,937.53
Receipts Deposited in the Assessment Acct (UTS):			
Current/Prior Assessments		8,539.09	669,688.52
Penalty & Interest		934.61	7,248.01
Atty's Fee-Del Coll		113.46	4,051.77
Overpayment Refunds			1,341.03
NSF Fees Paid			30.00
Court Filing Fees			2,523.13
Title Search Fee			764.36
Constable Fee			280.00
Notice to Purchaser		10.00	20.00
Escrow			
Assessment Fees Pd in Full			23,871.30
Stale Dated Checks			
Reimb Bank Charges			256.90
Bank Interest			
TOTAL RECEIPTS:		<u>\$ 9,597.16</u>	<u>\$ 710,075.02</u>
Disbursements Issued from the Assessment Acct (UTS):			
Transfer/Debt Service		15,000.00	695,000.00
Overpayment Refunds			1,339.02
Bank Charges			
TOTAL DISBURSEMENTS:		<u>(\$ 15,000.00)</u>	<u>(\$ 696,339.02)</u>
Cash Balance As of	4/30/19	<u>\$ 29,673.53</u> =====	<u>\$ 29,673.53</u> =====

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
4/30/19**

Cash Balance As of 4/30/19 \$ 29,673.53

Disbursements For May 2019:

<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
W/T	Debt Service Fund on 5/15/19	Transfer of Funds	15,000.00

Total Disbursements: (\$ 15,000.00)

Cash Balance As of 5/1/19 \$ 14,673.53
=====

Invoices to be Approved & Paid at a Later Date for May 2019:

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
MuniCap, Inc	Professional Fees (Invoice #042019-195)	\$ 1,568.75
Ted A. Cox	Atty's Fee - Delinquent Coll	\$ 113.46
Mike Arterburn, A/C	May Fee	\$ 1,030.60
	Total	\$ 2,712.81

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
4/30/19**

CURRENT COLLECTIONS & HISTORICAL DATA

<u>Year</u>	<u>Collections</u> <u>4/30/19</u>	<u>Adjustments</u> <u>4/30/19</u>	<u>Reserve</u> <u>Uncollectibles</u>	<u>Collections</u> <u>9/1/07- 4/30/19</u>	<u>Receivables</u> <u>4/30/19</u>	<u>Percent</u> <u>Collected</u>
2018	8,087.73			653,183.27	82,185.29	88.82
2017	451.36			663,533.82	2,282.74	99.66
2016				599,554.03	8.42	99.99
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

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
4/30/19

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	2006	675.89			273,735.45		273,735.45	
			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			66,930.00		66,930.00	
	2018		828.00		69,552.00		69,552.00	
					<u>735,368.56</u>		<u>735,368.56</u>	
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	
					<u>2,069,623.68</u>		<u>665,816.56</u>	
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	
					<u>599,562.45</u>		<u>599,562.45</u>	
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	
					<u>600,372.72</u>		<u>599,562.45</u>	
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	
					<u>600,372.72</u>		<u>600,372.72</u>	
		<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
4/30/19**

Accounts Paid in Full:

- \$12,103.00** 2008 Reported as other fees collected on 12/08 report. Transferred to 2008
ID #2612590 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:
ID #2610999 (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:
ID #2612671 (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:
ID #2611110 \$7,590.18 as other fees & applied as full payment for Account # R-9095-00G-0120-1
- \$ 8,654.82** 2018 Received funds in the amount of \$8,654.82 on 12/18 report. Applied as follows:
ID #2612674 \$8,654.82 as other fees & applied as full payment for Account # R-9032-00A-0820-1
- \$ 6,336.15** 2018 Received funds in the amount of \$6,336.15 on 1/19 report. Applied as follows:
ID #2610992 \$6,336.15 as other fees & applied as full payment for Account # R-9095-00B-0080-1
- \$ 8,880.33** 2018 Received funds in the amount of \$8,880.33 on 1/19 report. Applied as follows:
ID #2743500 \$8,880.33 as other fees & applied as full payment for Account # R-11082-00F-0060-1

HERITAGE PUBLIC IMPROVEMENT DISTRICT #1
4/30/19

Notes:

Installment Plans

<u>Year(s)</u>	<u>Name/Account Number</u>	<u>Payment Schedule</u>	<u>Current Yes/No</u>
2017	Lisa Kennelly R-9095-00J-0140-1	4/19 - 3/20 12 Months	Yes
2017	Brandon & Alyssa Sims R-9032-00L-0290-1	9/18 - 8/19 12 Months	Yes
2018	Dana Lewis R-11413-00C-0030-1	3/19-2/20 12 Months	Yes

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

INVOICE

Invoice Date 4/12/2019
Invoice # 042019-195

Balance Due \$1,568.75

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
4/12/2019

Invoice #
042019-195

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

Terms Net 30
Client # 1657

Project		Heritage PID #1			
Item	DATE	Description	Hrs	Amount	
Manager (JDA)	3/4/2019	Forward notice to purchaser to tax collector upon request. Respond to homeowner inquiry about notice to purchaser.	0.5	100.00	
Manager (JDA)	3/6/2019	Respond to homeowner inquiry about prepayment of assessments.	0.25	50.00	
Manager (JDA)	3/8/2019	Follow up discussion with city and tax collector about lien releases.	0.25	50.00	
Sr VP (AY)	3/11/2019	Review draft annual disclosure report and provide comments.	0.25	62.50	
Manager (JDA)	3/12/2019	Continue work on annual continuing disclosure report and request collection information from tax collector.	3.75	750.00	
Manager (JDA)	3/14/2019	Finalize draft annual continuing disclosure report and forward to city for review.	1	200.00	
Manager (KL)	3/18/2019	Perform quarterly review of account reconciliation.	0.25	50.00	
Sr Assoc (MS)	3/20/2019	Contact trustee in regard to upcoming debt service due April 1.	0.25	43.75	
Manager (JDA)	3/21/2019	Finalize, compile, and post annual continuing disclosure report to EMMA. Forward posting confirmation to city staff.	0.5	100.00	
Assoc (MP)	3/28/2019	Respond to inquiry from homeowner.	0.25	37.50	
Sr Assoc (JLA)	3/28/2019	Assist with identification and provision of material information related to on-going compliance.	0.5	87.50	
Assoc (MP)	3/29/2019	Respond to follow up inquiry from homeowner.	0.25	37.50	
Subtotal Fees:				1,568.75	

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total \$1,568.75

AY

Billing Inquiries? Call (443) 539-4104

SP-E

April 12, 2019

Beverly Evans
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 Ms. Evans,

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 **\$1,568.75 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

May 1, 2019

City of Lavon
Heritage PID # 1

Ted Cox Invoice

April 2019 Delinquent Collections \$ 113.46

Total \$ 113.46

Check #
Paid 5/1/19

Payable to:

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

Mike Arterburn, Tax A/C

Invoice

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

Date	Invoice #
5/1/2019	9435

Bill To
Heritage PID 1

Item	Description	Amount
Monthly Fee	May Tax Assessor-Collector Fee	1,020.60
Notice of Purchaser	April Collections	10.00
Total		\$1,030.60
Payments/Credits		\$0.00
Balance Due		\$1,030.60



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 21, 2019

ITEM: 7 - A

Item:

Public Hearing regarding the request of the owner of certain property to voluntarily annex property described as W. H. Moore Survey, Abstract 063, Sheet 2, Tract 13 situated at 1009 S. State Highway 78, consisting of the balance of 1.684 acres in Collin County, Texas into the City of Lavon. *This is the first of two public hearings; the second public hearing is set for June 4, 2019*

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

Background:

On April 18, 2019, the City received a request from landowner First Bank Farmersville dba as Independent Bank for the voluntary annexation of the balance of 1.684 acres of land adjacent to the city limits. Independent Bank has a facility developed on the property. On May 7, 2019, the City Council approved a Municipal Services Agreement with the property owner which has been fully executed and scheduled two public hearings on the proposed annexation.

Code Excerpt:

TEXAS LOCAL GOVERNMENT CODE

**SUBCHAPTER C-3. ANNEXATION OF AREA ON REQUEST OF OWNERS:
TIER 2 MUNICIPALITIES**

Sec. 43.067. APPLICABILITY. This subchapter applies only to a tier 2 municipality.

Sec. 43.0671. AUTHORITY TO ANNEX AREA ON REQUEST OF OWNERS.

Notwithstanding Subchapter C-4 or C-5, a municipality may annex an area if each owner of land in the area requests the annexation.

Sec. 43.0672. WRITTEN AGREEMENT REGARDING SERVICES. (a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

- (1) a list of each service the municipality will provide on the effective date of the annexation; and
 - (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.
- (c) The municipality is not required to provide a service that is not included in the agreement.

Sec. 43.0673. PUBLIC HEARINGS. (a) Before a municipality may adopt an ordinance annexing an area under this section, the governing body of the municipality must conduct at least two public hearings.

(b) The hearings must be conducted not less than 10 business days apart.

(c) During the first public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard. During the final public hearing, the governing body may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for each hearing must be published at least once on or after the 20th day but before the 10th day before the date of the hearing. The notice for each hearing must be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. 6), Sec. 26, eff. December 1, 2017.

This is the first of two public hearings. The second public hearing is scheduled for June 4, 2019. No action is recommended at this time.

- Attachments:**
1. Location Exhibit
 2. Annexation Timeline
 3. Notice

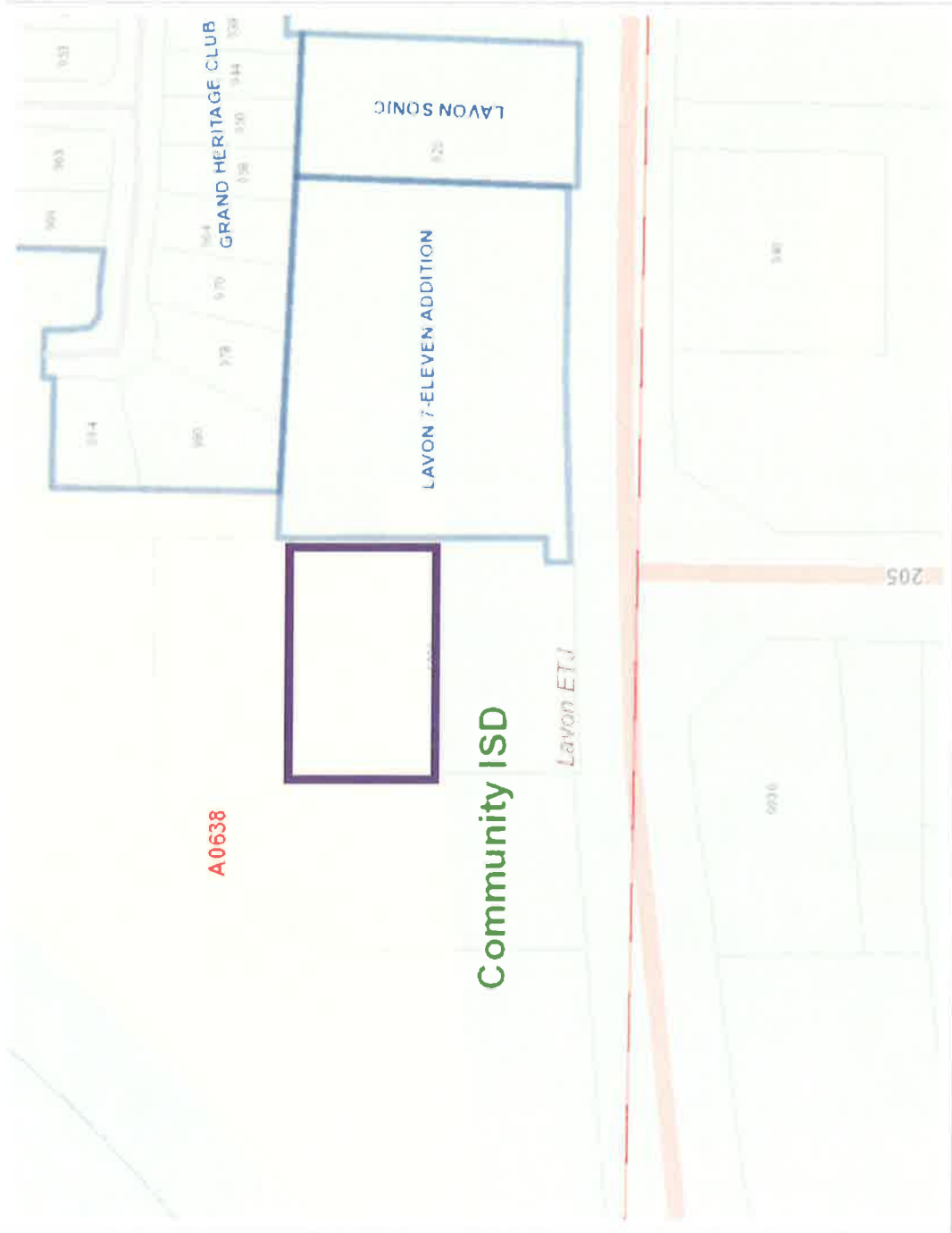
May 15, 2019

Independent Bank – Voluntary Annexation

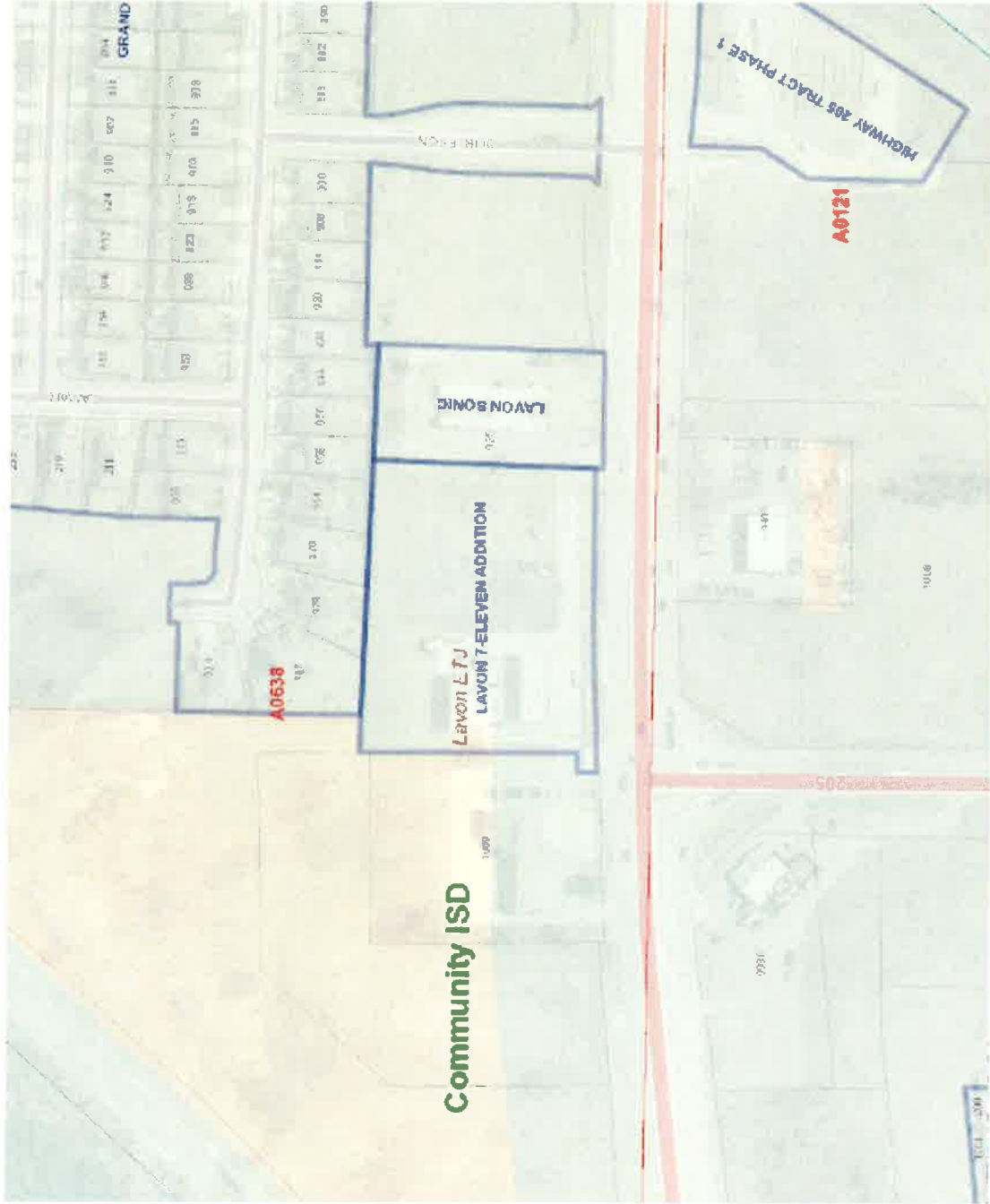


© 2018 Google

Location Exhibit
Independent Bank
Annexation



Location Exhibit Independent Bank Annexation





City of Lavon, Texas
Balance of 1.684 acres

**Tier 2 Municipality - Annexation of Area Exempt
from the Annexation Plan Requirement
including Annexation on Request of Area Landowners**

- Apr 18 Request for Annexation and executed Municipal Service Agreement submitted by landowner to the City
- May 3 Notice of public hearings to newspaper for publication 5/8 and 5/22 (no more than 20 or less than 10 days of hearing)
- May 7 Consider written service agreement
- May 7 Resolution of the City Council regarding municipal services agreement and schedule public hearings. 5/21 and 6/4 (at least 10 business days apart)
- May 8 Publish notice of first hearing. §43.0673 (d). Obtain required affidavit of publication from newspaper.
- Post notice of public hearings on website. §43.0673(d).
- Send written notice to public school district in the area to be annexed. §43.905.
- Send written notice to Collin County, EMS, BCSUD (§ 43.9051)
- May 17 Post notice of first public hearing per Open Meetings Act.
- May 21 Hold first public hearing. §43.0673.
- May 22 Publish notice of second hearing. §43.0673 (d). Obtain required affidavit of publication from newspaper.
- May 31 Post notice of second public hearing per Open Meetings Act.
- May 31 Post notice of annexation ordinance consideration per Open Meetings Act.
- Jun 4 Hold second public hearing. §43.0673.
- Jun 4 Consider Annexation Ordinance



CITY OF LAVON

P.O. Box 340 120 School Road

Lavon, TX 75166

(972) 843-4220

www.cityoflavon.com

Notice - Proposed Annexation

The owner of property described herein has requested that the City of Lavon annex their property. The subject property is located within the City of Lavon extraterritorial jurisdiction in Collin County and this notice is provided pursuant to Texas Local Government Code, Section 43.905.

The Lavon City Council will hold a public hearings at a meeting starting at 7:00 p.m. on May 21, 2019 and at 7:00 p.m. on June 4, 2019 at City Hall, 120 School Rd., Lavon, TX regarding the voluntary annexation of the balance of the property located within the extraterritorial jurisdiction of and adjacent to the City of Lavon consisting of the remainder of approximately 1.684 acres described as Abstract A0638 in the William H. Moore Survey, Tract 13, (CCAD Prop ID 2664083) at 1009 S. SH 78.

There is no known financial impact on the public entity or political subdivision resulting from the annexation, including any changes in the public entity's or political subdivision's revenues or maintenance and operation costs.

The City of Lavon has no proposal to rebate, reduce or limit any financial impact on the public entity or political subdivision.

If there are questions or for additional information, please contact cityhall@cityoflavon.org.

Sincerely,

Kim Dobbs
City Administrator



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: May 21, 2019

ITEM: 7 - B

Item:

Discussion and action regarding the final plat of the Traditions, Phase 2 addition on 30.485 acres of land situated in the Drury Anglin Survey, Abstract No. 2, (CCAD Property ID 1250096), south of the intersection of Geren Dr. and Windmill Dr., Collin County, Texas and consisting of 111 residential lots.

Application Information

- Owner(s):** Bloomfield Homes, LP
- Applicant:** Donald Dykstra
- Location:** West of Traditions at Grand Heritage (GH), east of Traditions at GH West and South of Windmill Estates
- Description:** Drury Anglin Survey, Abstract No. 2, CCAD property ID 1250096
Collin County, Texas (30.485 acres combined)
- Current Zoning:** Planned Development – Single Family (PD-SF)
- Request:** Consideration of a Final Plat

Request Details

The applicant has submitted a final plat for a residential development consisting of 111 residential lots and 2 common area lots on 30.485 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 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 March 5, 2019, the City Council approved the preliminary plat of the Traditions Phase 2 addition. Although zoned in accordance with the Grand Heritage development Planned Development, Ordinance No. 2004-09-05, the addition is not a part of the Grand Heritage development.

The proposed development takes primary access from CR 484/Geren and provides connections to Traditions at Grand Heritage on Willow Lane and to Traditions at Grand Heritage West on Revere Lane. The proposed lot layout is consistent with the developments situated directly adjacent on the east and west sides.

The homes in the development are expected to be constructed by Bloomfield Homes, the same company that developed the Traditions subdivisions on either side. 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.

The Planning and Zoning Commission is scheduled considered the proposed final plat at a special meeting on May 7, 2109 prior to the City Council meeting.

Planning & Zoning Commission Action:

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE TRADITIONS, PHASE 2 ADDITION ON 30.485 ACRES OF LAND SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, (CCAD PROPERTY ID 1250096), SOUTH OF THE INTERSECTION OF GEREN DR. AND WINDMILL DR., COLLIN COUNTY, TEXAS AND CONSISTING OF 111 RESIDENTIAL LOTS, SUBJECT TO CITY COUNCIL APPROVAL OF A FACILITIES DEVELOPMENT AGREEMENT AND APPROVAL OF THE CITY ENGINEER.

MOTION MADE: NABORS
SECONDED: TIEGS
APPROVED: UNANIMOUS
Absent: Coker, Ormsby

The City Council considered and approved a facilities development agreement for the project on May 7, 2019.

Approval is recommended.

- Attachments:**
1. Final Plat
 2. Location Exhibits
 3. Engineer's correspondence

May 17, 2019



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>Bloomfield Homes, L.P.</u>			Name: <u>Bloomfield Homes, L.P.</u>		
Address: <u>1050 East Highway 114, Suite 210</u>			Address: <u>1050 East Highway 114, Suite 210</u>		
City/State/Zip: <u>Southlake, Texas 76092</u>			City/State/Zip: <u>Southlake, Texas 76092</u>		
Phone #: <u>817-416-1572</u>		Fax #: <u>NA</u>	Phone #: <u>817-416-1572</u>		Fax #: <u>NA</u>
Authorized Person: <u>Mr. Donald J. Dykstra</u>			Authorized Person: <u>Mr. Donald J. Dykstra</u>		
Type of Submission			Check List of Items Submitted Preliminary and Final Plat		
<input checked="" 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 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 Total = \$2,810.00					
Preliminary Plat: C*D*		\$325.00 plus \$5.00 per lot (Plus engineer review costs) \$325 + 111 x \$5/Lot + \$600 = \$1,380.00			
Final Plat: C*D*		\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs) \$1,430.00			
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>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.</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.					
Authorized Representative (Printed Name) Mr. Donald J. Dykstra		Authorized Representative (Signature) 		Date: 01/14/2019	
		Donald J. Dykstra, President Bloomfield Properties, Inc. General Partner			
To be completed by the City					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<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:					

RECEIVED

JAN 14 2019

CITY OF LAVON

Traditions At Grand Heritage Phase 2



CITY OF LAVON

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

PLAT APPLICATION

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

Declaration of Ownership

Traditions at Grand Heritage Phase 2

Date: 01/14/2019

To the City of Lavon
Collin County, Texas

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

Bloomfield Homes, L.P.

A Texas Limited Partnership,
By: Bloomfield Properties, Inc.
A Texas Corporation, General Partner

X



Donald J. Dykstra, President



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.mccleendon@cityoflavon.org

PLAT APPLICATION

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

APPLICANT STATEMENT (select one):


Traditions At Grand Heritage Phase 2

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

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

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

01/14/2019
Date

X 
Mr. Donald J. Dykstra, President

STATE OF TEXAS
COUNTY OF COLLIN

OWNER'S CERTIFICATION

WHEREAS BLOOMFIELD HOMES, L.P., are the sole owners of a 30.485 acre tract of land situated in the Dwyer Adams Survey, Abstract No. 2, Collin County, Texas, and being 9 parcels as shown on the plat of subdivision recorded in the County Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at s. 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the West and South lines of the County Road 489, the County, Texas, said point being a delineated right-of-way for County Road F.M. 489;

THENCE North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the approximate centerline of said County Road F.M. 489, County Road 489, and the approximate centerline of said County Road F.M. 489, County Road 489;

THENCE South 89 degrees 22 minutes 35 seconds East, going the approximate centerline of County Road F.M. 489, a distance of 555.00 feet to a 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the approximate centerline of said County Road F.M. 489, County Road 489, and the approximate centerline of said County Road F.M. 489, County Road 489;

THENCE South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of County Road F.M. 489, a distance of 131.00 feet to a 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the approximate centerline of said County Road F.M. 489, County Road 489, and the approximate centerline of said County Road F.M. 489, County Road 489;

THENCE South 00 degrees 47 minutes 14 seconds West, along said Southerly right-of-way line of County Road F.M. 489, a distance of 1,279.33 feet to a 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the approximate centerline of said County Road F.M. 489, County Road 489, and the approximate centerline of said County Road F.M. 489, County Road 489;

THENCE North 00 degrees 47 minutes 14 seconds East, along said Southerly right-of-way line of County Road F.M. 489, a distance of 1,279.33 feet to a 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the approximate centerline of said County Road F.M. 489, County Road 489, and the approximate centerline of said County Road F.M. 489, County Road 489;

THENCE North 00 degrees 47 minutes 14 seconds East, along said Southerly right-of-way line of County Road F.M. 489, a distance of 1,279.33 feet to a 1/2 inch iron rod with red cap stamped "USA, INC." found for corner, said corner being the intersection of the approximate centerline of said County Road F.M. 489, County Road 489, and the approximate centerline of said County Road F.M. 489, County Road 489;

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT BLOOMFIELD HOMES, L.P., desires hereby to dedicate to the City of Lavan for the use of the City of Lavan, Texas, the certain public use areas, including specifically the City of Lavan or Bear Creek Special Utility District, for the purposes indicated on the plat.

1. The streets, alleys and rights of ways are dedicated to the City of Lavan for street and alley purposes.

2. All public improvements and dedications shall be free and clear of all debts, liens, and / or encumbrances.

3. The easements and public use areas, as shown are dedicated for the public use, including specifically for the City of Lavan or Bear Creek Special Utility District, for the purposes indicated on the plat.

4. No buildings, fences, trees, shrubs or other improvements or objects shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Lavan.

5. The City of Lavan and Bear Creek Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.

6. Utility easements may also be used for the mutual and accommodation of all uses, including specifically for the City of Lavan or Bear Creek Special Utility District, for the purposes indicated on the plat.

7. The City of Lavan, Bear Creek Special Utility District, and public utilities shall endeavor to interfere with construction, maintenance, or efficiency of their respective systems in the easements.

8. The City of Lavan, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, repairing, and otherwise using the easements and for the purpose of maintaining, repairing, and otherwise using the easements and for the purpose of maintaining, repairing, and otherwise using the easements.

9. All modifications to this document shall be by means of plat and approved by the City of Lavan and Bear Creek Special Utility District.

10. Fences or other obstructions, shall not, in any case, impede the surface flow of drainage as shown on the lot grading plans.

This plat approved subject to all plating ordinances, rules, regulations of the City of Lavan, Texas.

The undersigned covenants and agrees that the HOA common laws, wall maintenance easements, and interior common lot drainage easements and other easements shall be binding on the undersigned and all persons claiming by, through and under them, in the event a report is requested on all or any part of the property, the undersigned shall be responsible for any and all costs and expenses incurred by the City of Lavan or Bear Creek Special Utility District in connection with the review and approval of the report.

WITNESS, my hand, this the _____ day of _____, 2019.

Bloomfield Homes, L.P.
a Texas limited partnership

By: _____
a Texas corporation, General Partner

By: _____
Donald J. Dystra, President

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Donald J. Dystra, President, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand a seal of office, this the _____ day of _____, 2019.

Notary Public for the State of Texas
My Commission Expires On: _____

SURVEYOR'S CERTIFICATE

I, WILLIAM V. PERRY, registered professional land surveyor, State of Texas, do hereby certify that the foregoing plat was prepared by me or under my direct supervision, and the corner monuments shown hereon were set or found as described.

PRELIMINARY
RELEASED 2-27-19 FOR REVIEW ONLY.
THIS DOCUMENT IS NOT TO BE RECORDED

Registered Professional Land Surveyor No. 4699

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared WILLIAM V. PERRY, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand a seal of office, this the _____ day of _____, 2019.

Notary Public for the State of Texas

My Commission Expires On: _____

RECOMMENDED FOR APPROVAL:
CHAIRMAN OF PLANNING AND ZONING COMMISSION
CITY OF LAVON, TEXAS
DATE: _____
APPROVAL FOR PREPARATION OF FINAL PLAT:
MAYOR, CITY OF LAVON, TEXAS
DATE: _____

PRELIMINARY PLAT
TRADITIONS AT GRAND HERITAGE PHASE 2

BEING 30.485 ACRES OF LAND SITUATED IN THE
BERRY ANGLIM SURVEY, ABSTRACT NUMBER 2
CITY OF LAVON, COLLIN COUNTY, TEXAS
1- 111 RESIDENTIAL LOTS
2- OPEN SPACE (HOA) X BLOCK B
CITY DEDICATION 6.00 ACRES
ENGINEERS / SURVEYORS

USA PROFESSIONAL SERVICES GROUP, INC.
1525 W. HICKORY DRIVE, DALLAS, TEXAS 75233
OFFICE: (214) 634-0000 FAX: (214) 634-3388
WWW.USAPROFESGROUP.COM

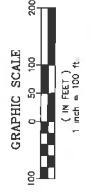
USA PROFESSIONAL SERVICES GROUP, INC.
1525 W. HICKORY DRIVE, DALLAS, TEXAS 75233
OFFICE: (214) 634-0000 FAX: (214) 634-3388
WWW.USAPROFESGROUP.COM



1
1



NOTE:
THIS DRAWING IS SHOWING CONCEPTUAL ALIGNMENT OF THE TRAIL.
FINAL ALIGNMENT WILL BE LAYOUT IN THE FIELD.



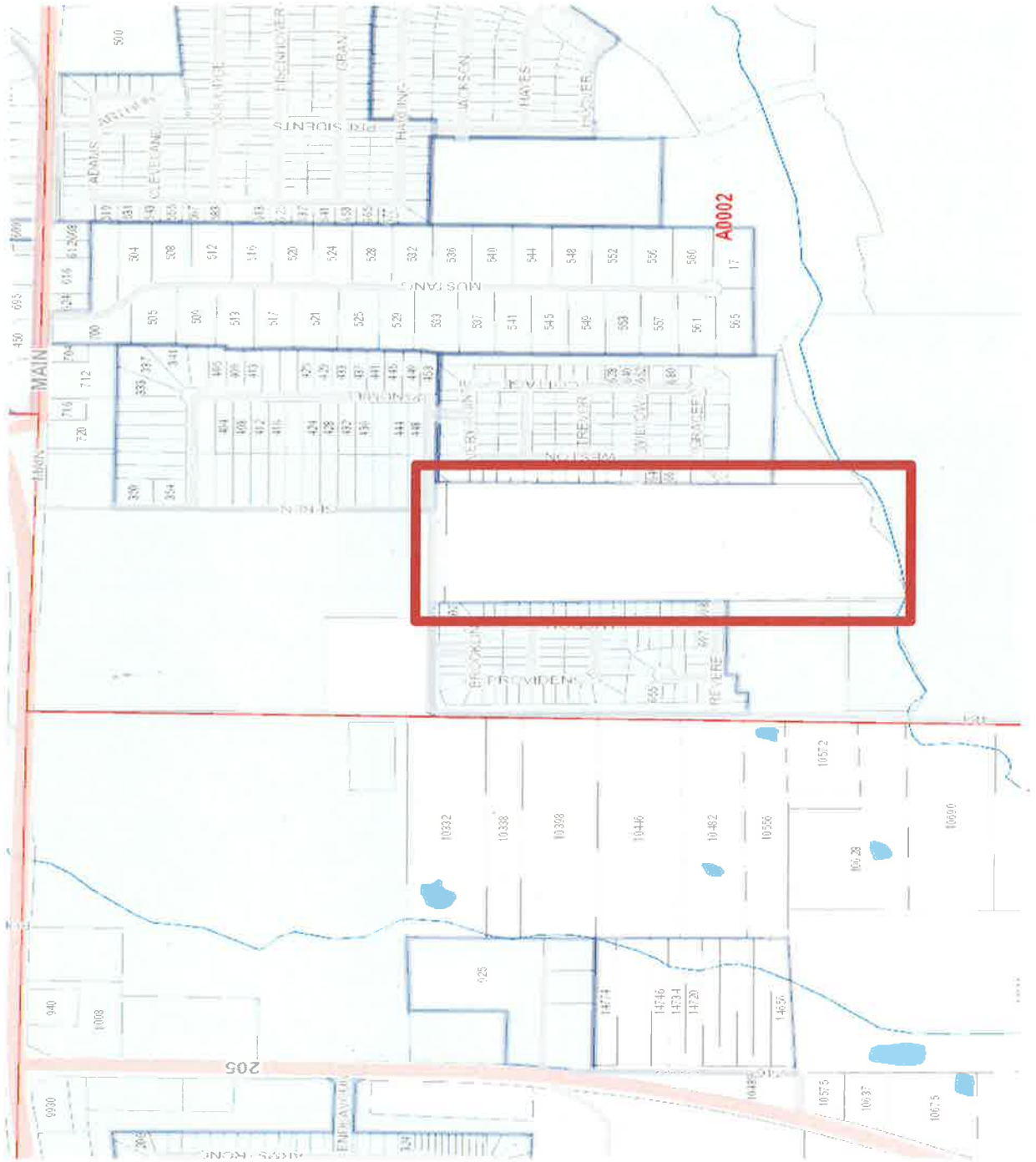
TRAIL PLAN

TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
COLLIN COUNTY, TEXAS

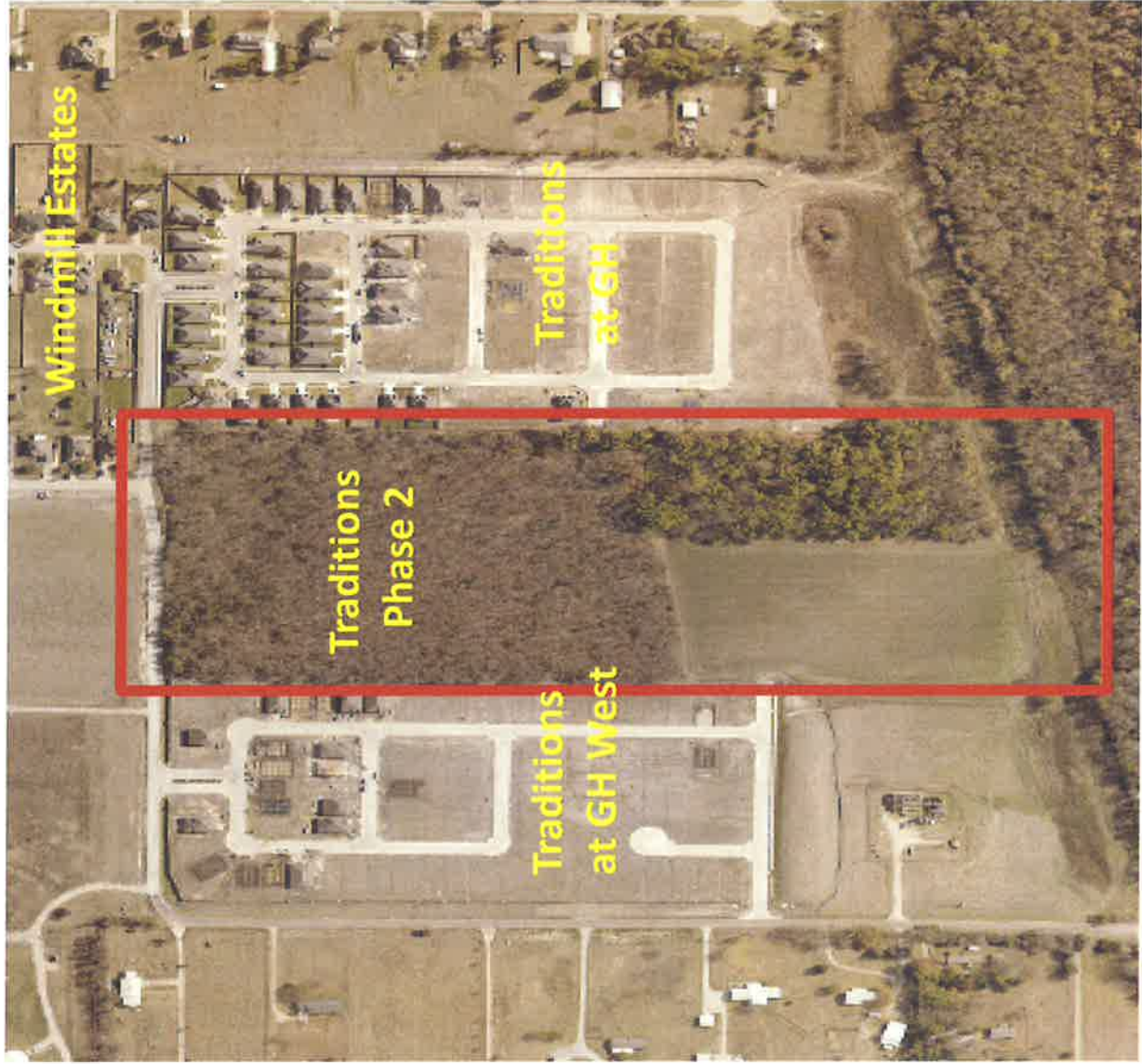
USA JOB NO. 2018005.00

 REGISTERED PROFESSIONAL ENGINEER

Traditions Ph 2 – Location Exhibit

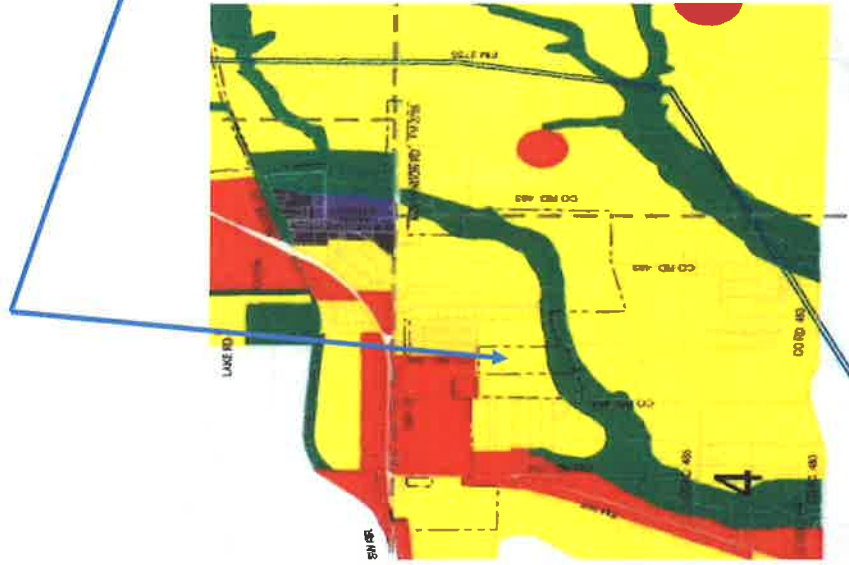
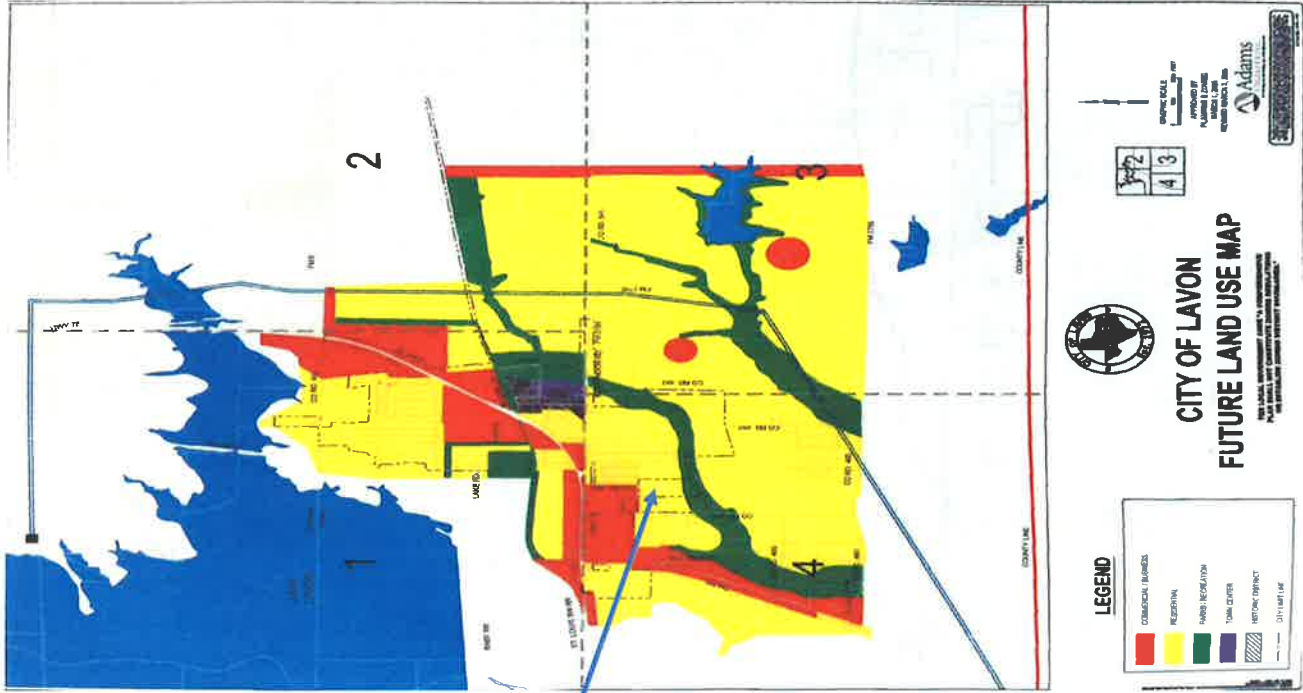


Traditions Ph 2 – Location Exhibit



Future Land Use Map

Traditions Ph 2 Addition



Zoning Map

Traditions Ph 2 Addition

ZONING MAP

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



Legend

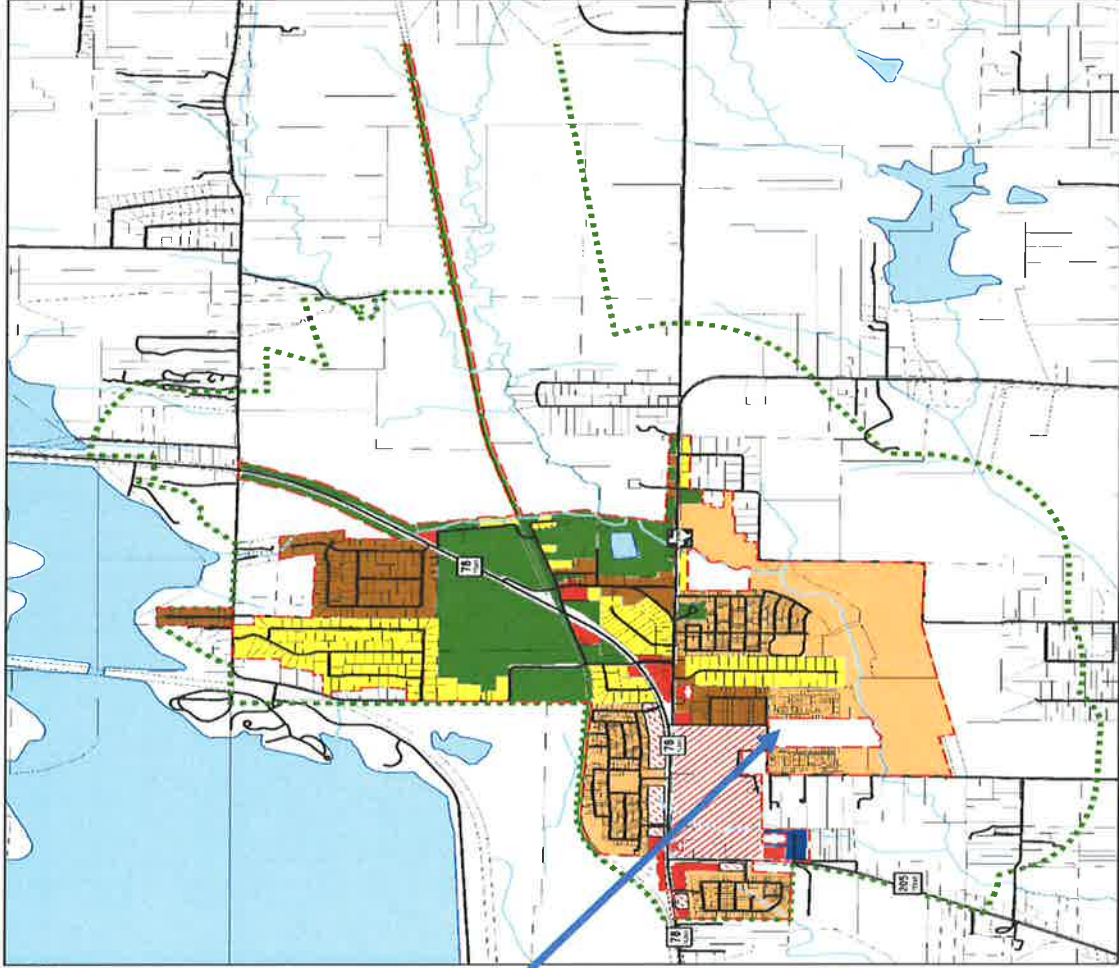
- Agricultural (A)
- Single Family-1 (SF-1)
- Single Family-2 (SF-2)
- Retail (R)
- Planned Development - Single Family (PD-SF)
- Planned Development - Mixed Use (PD-MU)
- Planned Development - Commercial (PD-C)
- Planned Development - Business (PD-B)
- Lavon City Limits

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

Unassigned Zoning Districts

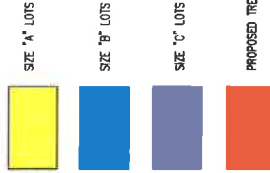
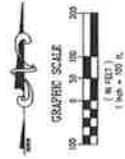
- Single-Family -4 (SF-4)
- Main Street
- Business Park District (B-2)

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



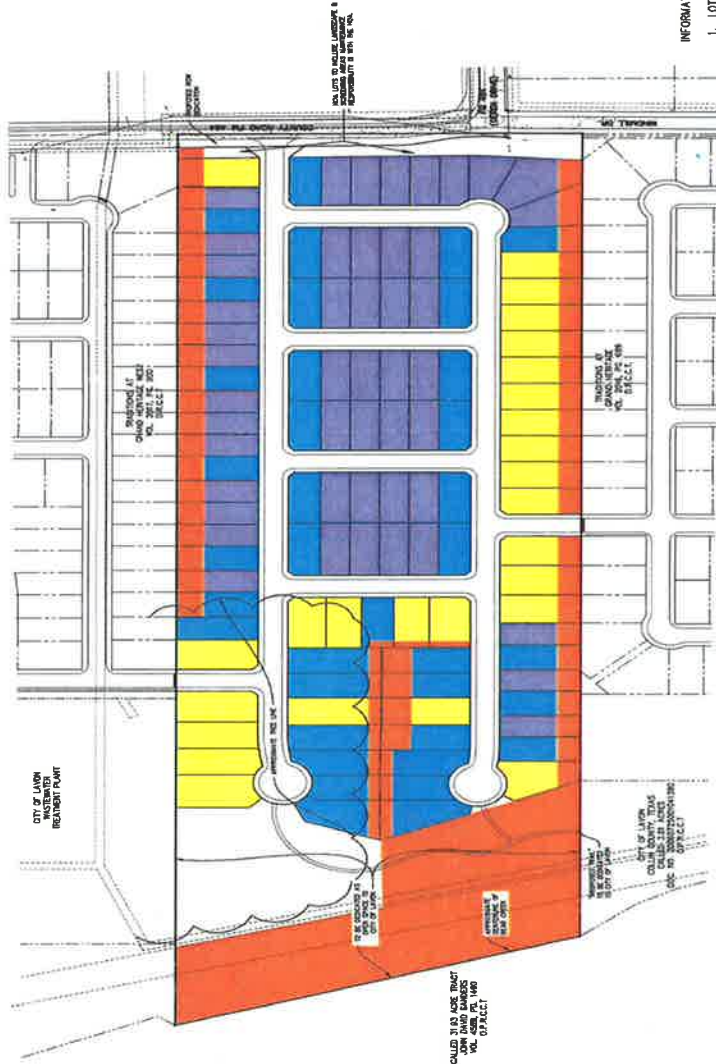
MUNDO
Mundo & Associates





INFORMATIONAL NOTE:

1. LOT SIZE TYPES ARE SHOWN FOR APPROXIMATE OVERALL PERCENTAGES. LOCATIONS OF EACH LOT SIZE TYPE SHALL BE COMPLETED WITH THE APPROVAL OF THE CITY ENGINEER AND THE CITY PLANNING DEPARTMENT.
2. THE PROPOSED TREE PRESERVATION AREAS ARE SHOWN WHERE IT IS CONTEMPLATED TO MAKE REASONABLE EFFORTS TO PRESERVE EXISTING TREES OF VALUE.



**PLANNED DEVELOPMENT
EXHIBIT 'C'
CONCEPT PLAN
TRADITIONS AT GRAND HERITAGE
PHASE 2**

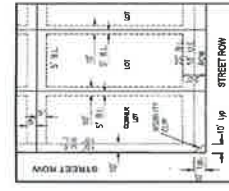
BEING 30,465 ACRES OF LAND SITUATED IN THE
DEERY SURVEY ABSTRACT NUMBER 2,
CITY OF DALLAS, COLLIN COUNTY, TEXAS
VOLUME 2861, PAGE 27 D.B.C.C.T.
111 RESIDENTIAL LOTS 2 OPEN SPACE (HSA)
JULY 2018

OWNER / DEVELOPER:
BLOOMFIELD HOMES, LP
200 E. WILLOW ST., SUITE 200
DALLAS, TX 75201
(214) 441-1572

DESIGNER & SURVEYOR:
USA PROFESSIONAL SERVICES GROUP, INC.

USA PROFESSIONAL SERVICES GROUP, INC.
1525 WOODBRIDGE AVENUE, SUITE 100
DALLAS, TEXAS 75207
TEL: (214) 441-2300
FAX: (214) 441-2300

NOTE:
THIS CONCEPT PLAN IS EXHIBIT 'C' MADE A PART OF THE WRITTEN PLANNED DEVELOPMENT. IT GENERALLY ILLUSTRATES THE LOT LAYOUT AND SIZES. FINAL LAYOUT & SIZES WILL BE COMPLETED WITH APPROVAL OF THE FINAL PLAN AND CONSTRUCTION PLANS.



ALL UTILITY LINES SHALL BE AT STANDARD DEPTHS UNLESS OTHERWISE NOTED.
ALL LOT'S SHALL BE AT STANDARD DEPTHS UNLESS OTHERWISE NOTED.
ALL LOT'S SHALL BE AT STANDARD DEPTHS UNLESS OTHERWISE NOTED.

May 16, 2019

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

Re: Traditions at Grand Heritage Phase 2, 111 Lots, 3 open space, 30.485 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Engineering Plans dated May 9, 2019 as prepared by USA Professional Services Group, Inc. for the above referenced property. The property is located south of CR 484 in between Traditions at Grand Heritage to the east and Traditions at Grand Heritage West on the west and Bear Creek on the south.

All previous comments have been satisfactorily addressed unless otherwise stated. No changes have been made to the Final Plat. Our comments are below:

Grading Plan (Sheet 7 of 30)

1. The proposed sidewalk should extend to the property line for future extension.

Grading Plan (Sheet 8 of 30)

2. The notes reference sheet 19A and information on the private storm drain on sheets 17 and 18. This information has not been provided.

Storm Sewer Plan & Profile, Ditch D-1 (Sheet 15 of 30)

3. Ditch D-1 will be within a 30' drainage easement. A copy of the executed easement should be provided to the City prior to approval of the Final Plat.
4. Any work under the Garland Light & Power easement will require a permit. This must be procured prior to any construction activities. Notes have been added to make Contractor aware of GL&P facilities.
5. Due to additional erosion underneath the existing headwall, the method of compaction underneath the headwall will require City approval prior to commencing any work effort.

Storm Sewer Plan & Profile (Sheet 16, 18 & 20 of 30)

6. All flow, velocity and slope data is not complete.
7. The data for Line D-3 (Sht 18) should be verified (see markups).
8. The City should note that the guardrail has been extended at the Geren intersection as requested.

Ms. Kim Dobbs
Traditions at Grand Heritage Phase 2, Final Plat
May 16, 2019
Page 2 of 2

CBU, Street Light & Signage Plan (Sheet 29 of 31)

9. The Engineer has responded to the proximity of the mailbox cluster to street lights as follows:

We have laid out the street lights at each applicable intersection with FEC. The mailbox clusters are covered by two street lights on either side within approx. 100' of the cluster in three cases. The two other cases have adjacent street lights. It is our understanding that this meets/exceeds the criteria of the USPS. Having three street lights within an approx. stretch of 200' is too much. We wanted the clusters to be mid-block for traffic reasons.

Trail Plan (1 of 1)

10. The engineer should verify use of 8,000 psi concrete for the trail as shown on the detail.

This concludes our review of the above referenced Final Engineering Plans. A copy of the Engineering plans with markups is attached for your convenience.

Comments above should be addressed prior to any construction activities. **We recommend approval of the Final Plat and Engineering Plans.**

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

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

Sincerely,
FREEMAN-MILLICAN, INC.

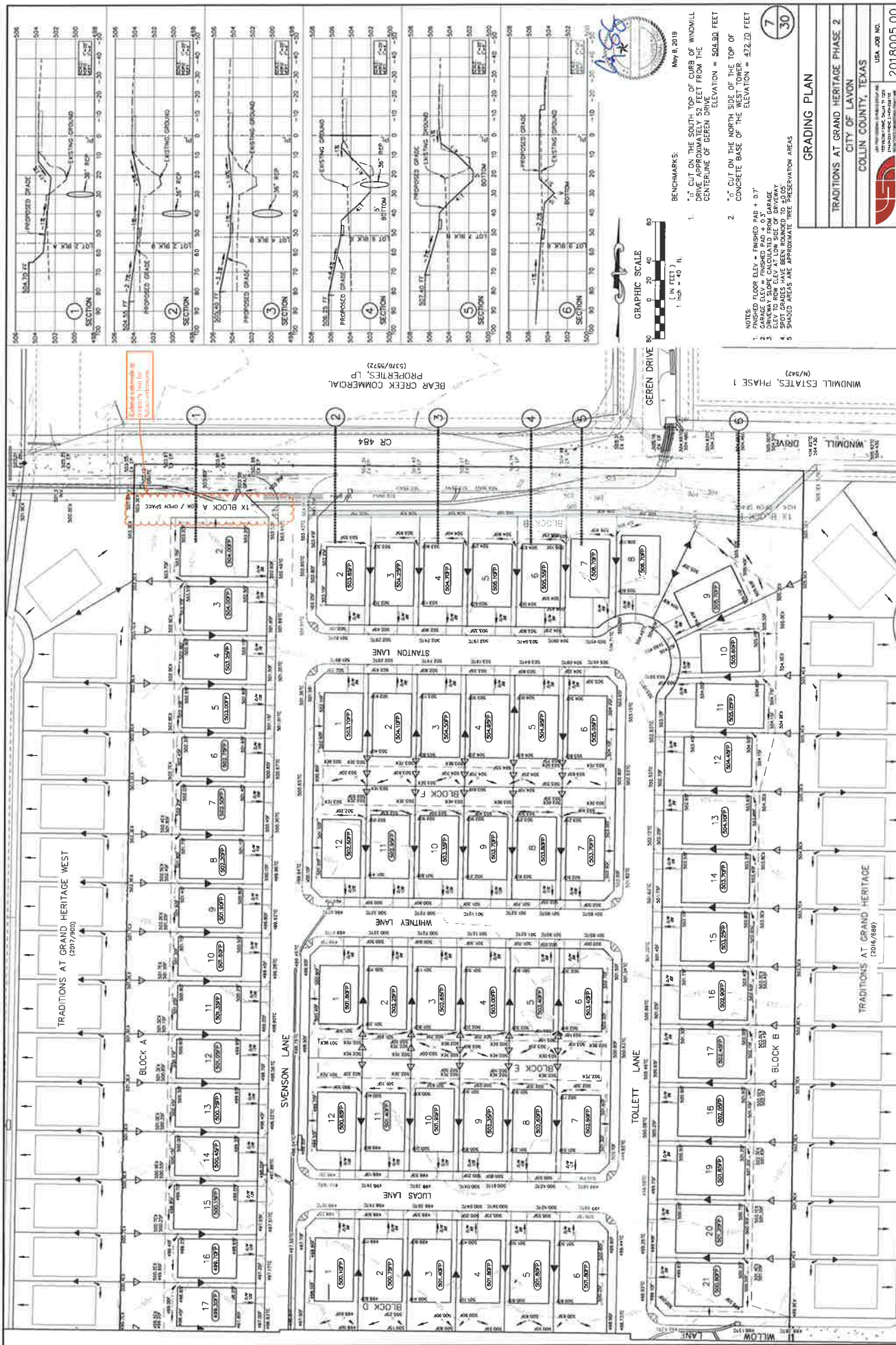


Mark D. Hill, P.E.
Consulting City Engineer

Attachment

Cc: Sonny Mancias, Mike Jones, David Schnurbusch

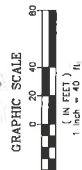
F:\17024 - LAV General Servies\9 - Review\Traditions II\Traditions 2 - Final Plat - Rev 2.docx



Existing sidewalk & driveway to be removed.

BEAR CREEK COMMERCIAL PROPERTIES, LP (5276/5372)

WINDMILL ESTATES, PHASE 1 (N/5422)



May 9, 2019

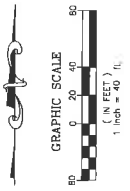
- BENCHMARKS:
1. "C" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 52 FEET FROM THE CENTERING OF GEREN ELEVATION = 504.90 FEET
 2. "C" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE ELEVATION = 472.70 FEET

- NOTES:
1. FINISHED FLOOR ELEV. = FINISHED PAD + 0.07'
 2. DRIVEWAY SLOPE CALCULATED FROM GARAGE ELEV. TO ROW ELEV. AT LOW SIDE OF DRIVEWAY
 3. DRIVEWAY SLOPE CALCULATED FROM GARAGE ELEV. TO ROW ELEV. AT LOW SIDE OF DRIVEWAY
 4. SPACED AREAS ARE APPROXIMATE TREE PRESERVATION AREAS
 5. SPACED AREAS ARE APPROXIMATE TREE PRESERVATION AREAS

7/30

GRADING PLAN

TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
COLLIN COUNTY, TEXAS
USA JOB NO. 2018005.00



- NOTES:
1. FINISHED FLOOR ELEVATION = FINISHED PAD + 0.7
 2. GARAGE ELEVATION = FINISHED PAD + 0.3
 3. DRIVEWAY SLOPE CALCULATED FROM GARAGE DRIVEWAY TO ROW ELEVATION AT LOW SIDE OF DRIVEWAY
 4. SPOT GRADES HAVE BEEN ROUNDED TO ±0.05'
 5. SHADED AREAS ARE APPROXIMATE TREE PLANTING AREAS
 6. BACKYARDS OF LOTS 19-23 BLOCK C SHARE GRADE SWALES THAT DRAIN TO PROPOSED GRATE RETAINING WALL. SEE SHEET 18A FOR DESIGN OF PRIVATE STORM DRAIN
 7. DRAIN

These 11 blocks will be incorporated into the subdivision.



May 12, 2019

BENCHMARKS:

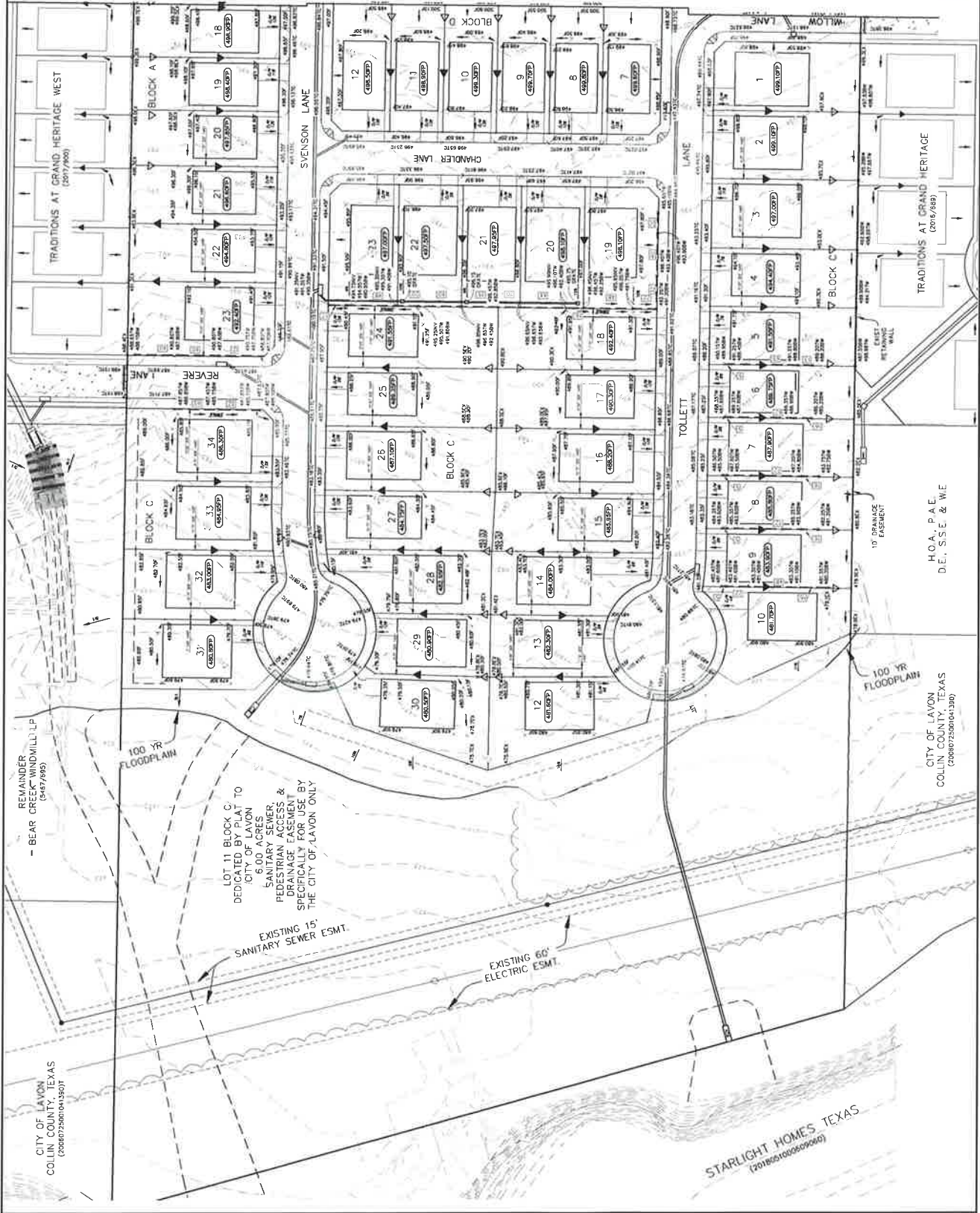
1. "O" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF GREN ELEVATION = 504.90 FEET
2. "O" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE ELEVATION = 472.70 FEET

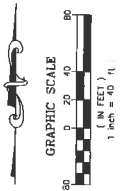
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GRADING PLAN

TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
COLLIN COUNTY, TEXAS

USA JOB NO. 2018005.00





CONSTRUCTION NOTES

1. INSTALLATION GUIDELINES FOR FLEXAMAT AND V/MAX C350 CONSTRUCTION SHALL BE AS FOLLOWS:
 - a. FLEXAMAT SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
 - b. FLEXAMAT SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
 - c. FLEXAMAT SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
 - d. FLEXAMAT SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
 - e. FLEXAMAT SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
2. V/MAX C350 SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
3. V/MAX C350 SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
4. V/MAX C350 SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.
5. V/MAX C350 SHALL BE INSTALLED OVER A MINIMUM OF 4" OF COMPACTED GRANULAR FILL.



May 19, 2019

BENCHMARKS:

1. "5" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 92 FEET FROM THE CENTERLINE OF GREEN DRIVE. ELEVATION = 504.80 FEET
2. "5" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE ELEVATION = 472.00 FEET

SCALE: HORIZ 1"=40' VERT 1"=4'

15
30

STORM SEWER PLAN & PROFILE

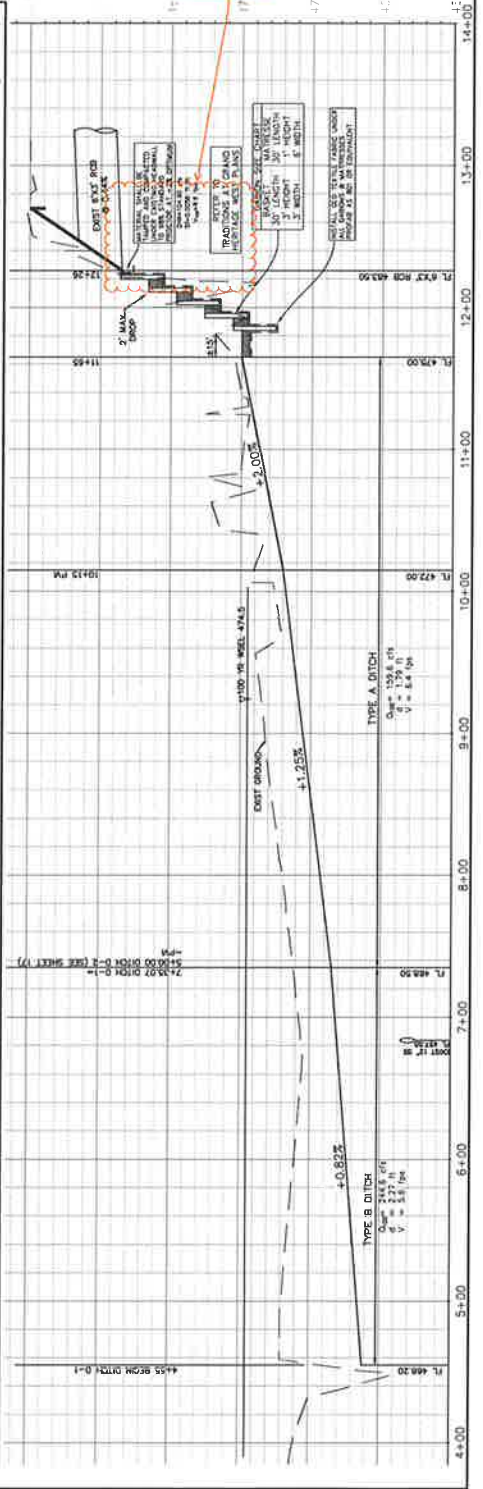
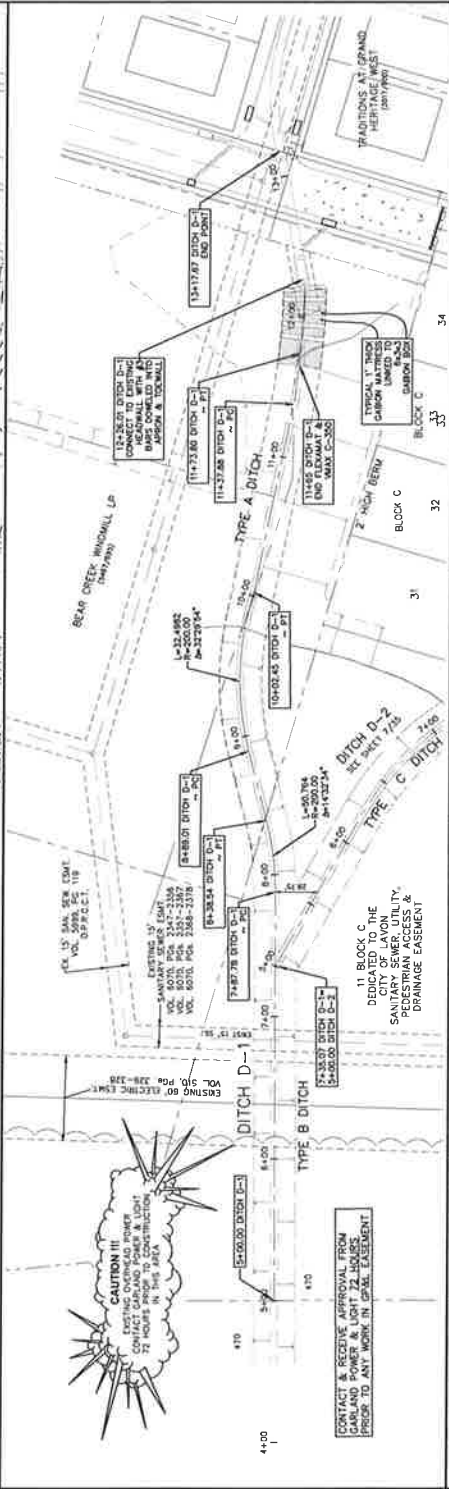
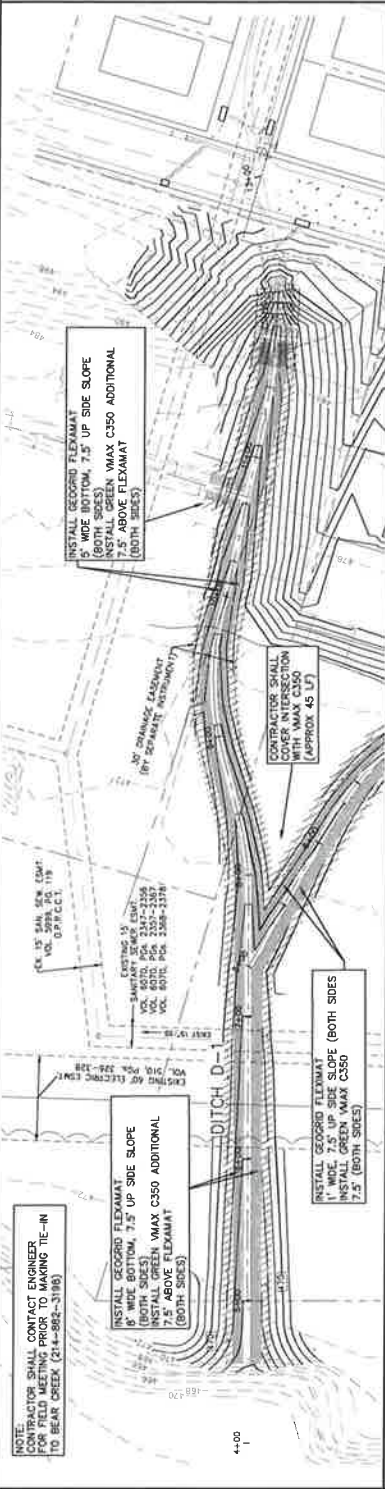
DITCH D-1

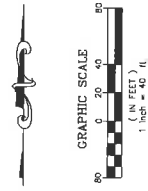
TRADITIONS AT GRAND HERITAGE PHASE 2

CITY OF LAVON

COLLIN COUNTY, TEXAS

USA JOB NO. 2018005.00

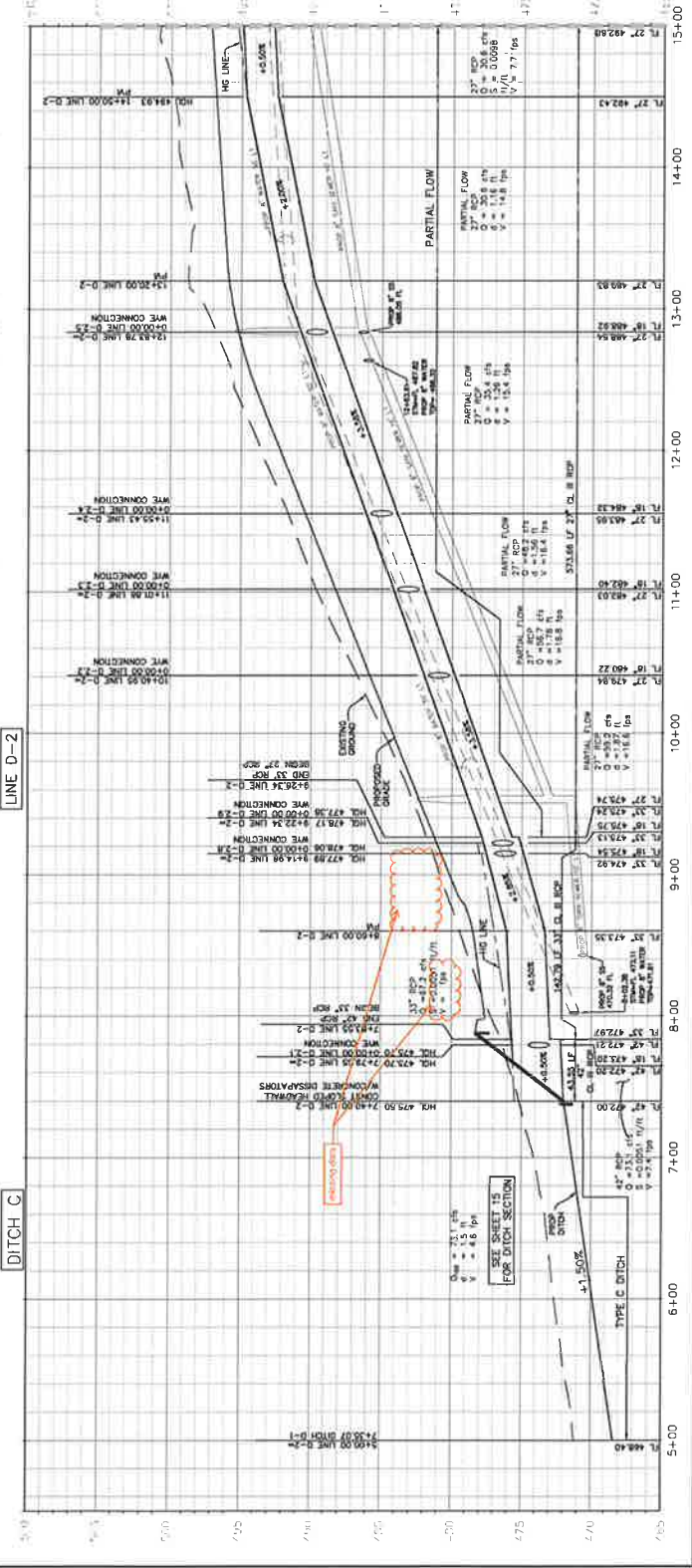
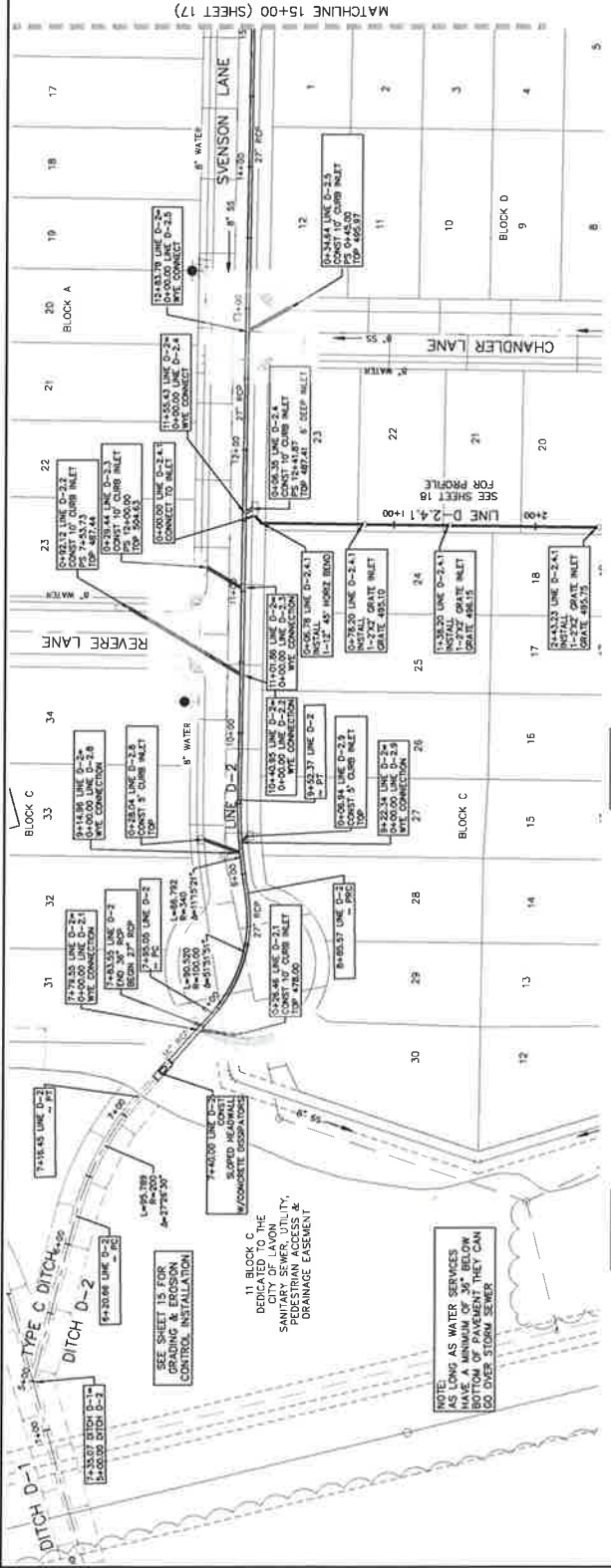


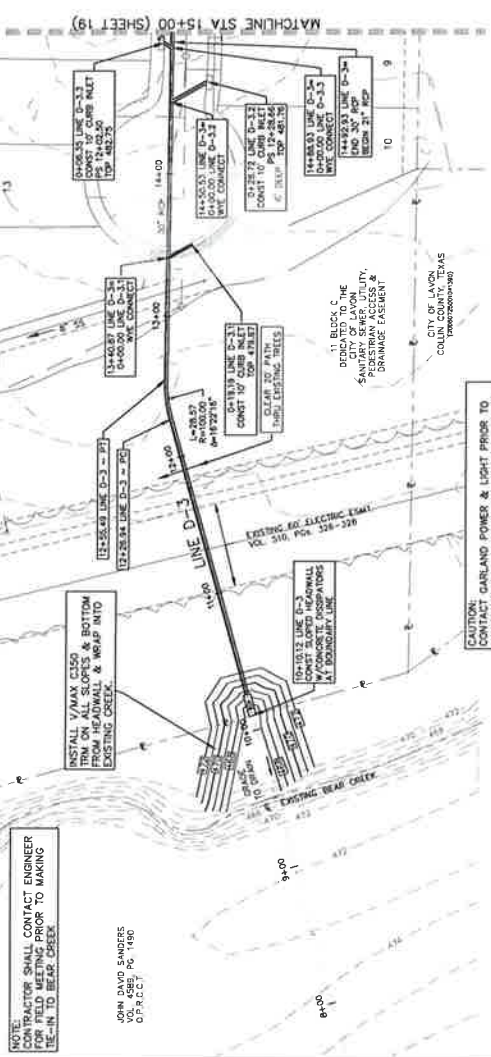
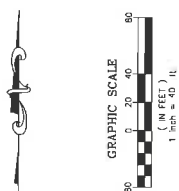


BENCHMARKS:
 1. "B" CUT ON THE SOUTH TOP OF CURB OF WINDMILL STREET FROM THE CENTERLINE OF GREEN DRIVE
 ELEVATION = 504.80 FEET
 2. "C" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE WEST TOWER
 ELEVATION = 472.20 FEET

SCALE: 1"=40'
 HORIZ VERT 1"=4'

STORM SEWER PLAN & PROFILE
LINE D-2
TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
COLLIN COUNTY, TEXAS
USA JOB NO. 2018005.00





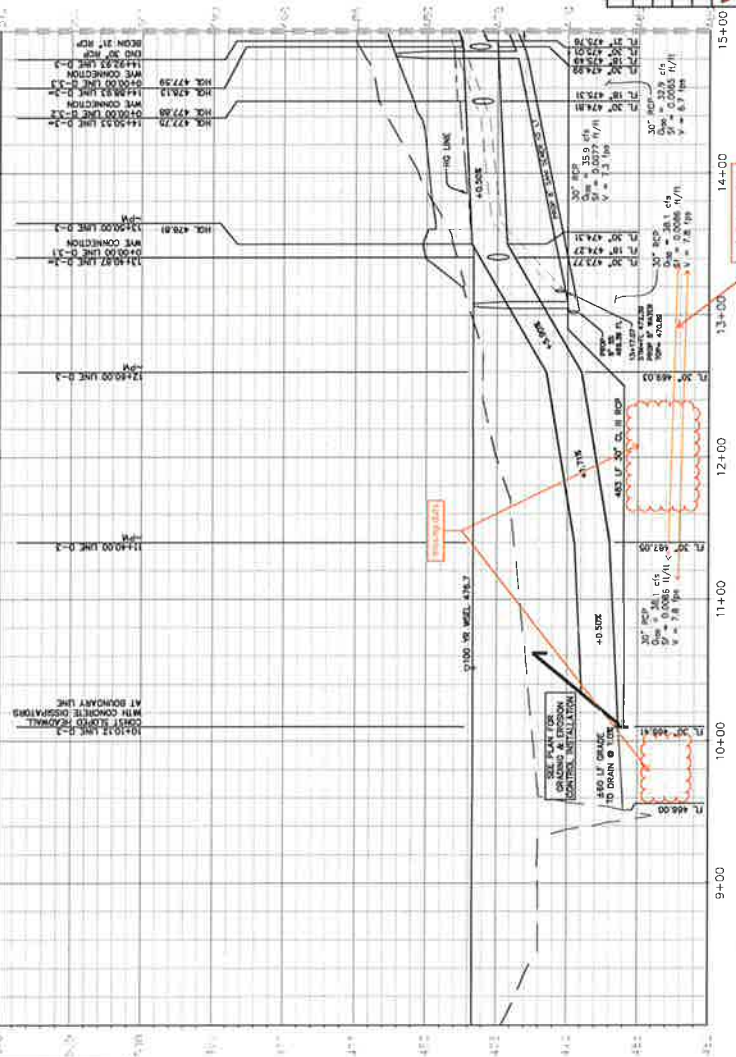
NOTE:
CONTRACTOR SHALL CONTACT ENGINEER
PRIOR TO MAKING
TIE-IN TO BEAR CREEK.

OWN RAVD BARRIS
VON SHRYVER
OPRACY #41488

11 BLOCK, C
CITY OF LAVON
SANDS SERVICE, LLC
SEWERAGE &
DRAINAGE DEPARTMENT

CAUTION:
CONTACT GARLAND POWNER & LIGHT PRIOR TO
THE START OF ANY WORK WITHIN 60' EASEMENT

D-3 REVISED



10-1012 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

11-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

12-1450 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

13-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

14-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

15-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

16-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

17-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

18-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

19-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

20-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

21-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

22-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

23-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

24-1400 LINE D-3
MTH CONCRETE OBSERVATION
POINT 130.00' HORIZONTAL
AT BOUNDARY LINE

MATCHLINE STA 15+00 (SHEET 19)



May 9, 2019

- BENCHMARKS:
- 1. "C" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF GREGA DRIVE ELEVATION = 508.93 FEET
 - 2. "C" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE WEST TOWER ELEVATION = 472.73 FEET

SCALE:
HORIZ. 1"=40'
VERT. 1"=4'

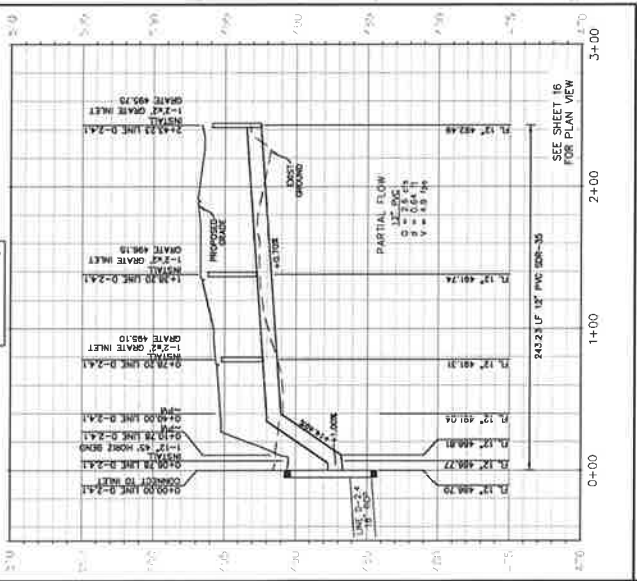
18
30

STORM SEWER PLAN & PROFILE
LINES D-2.1, D-3, D-3.1 & D-3.2
TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON

COLLIN COUNTY, TEXAS
USA JOB NO. 2018005.00



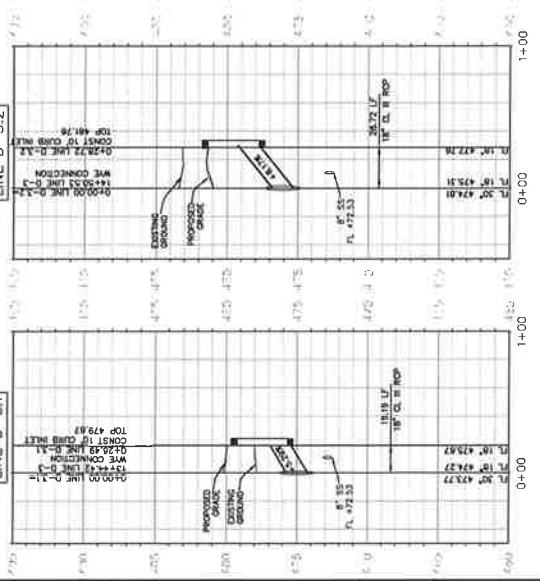
LINE D-2.1



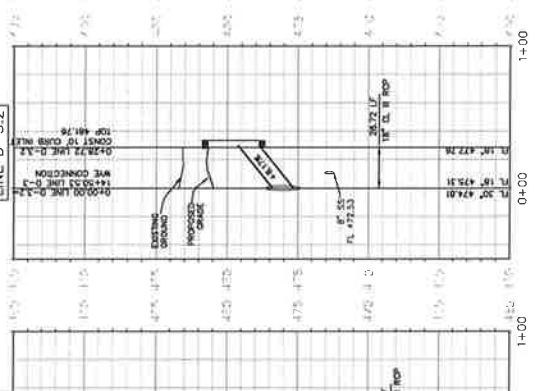
PARTIAL FLOW
EXIST. GROUND
PROPOSED GRADE
PROPOSED PIPE

SEE SHEET 16
FOR PLAN VIEW

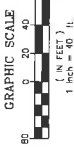
LINE D-3.1



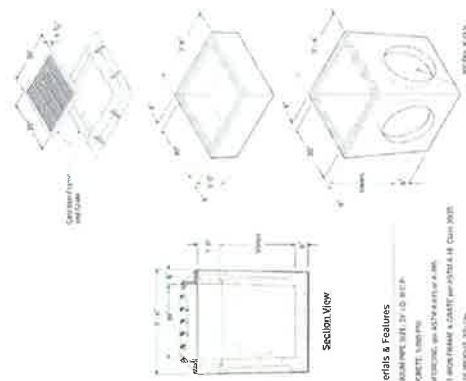
LINE D-3.2



NO.	DELTA	PIVOT(S)	LENGTH(S)	LENGTH(S)
C1	1872.34'	100.00'	37.0	37.0
C2	1872.34'	100.00'	37.0	37.0
C3	0.713325'	100.00'	13.19	13.19
C4	0.713325'	200.00'	26.39	26.39
C5	17720.42'	50.00'	40.50	40.50



Precast Drainage Structures



Materials & Features
 MATERIALS: PRECAST CONCRETE, 1500 PSI
 FINISHING: POLISHED
 GULLY: 30" DIA. GUY
 GULLY WEIGHT: 25 LBS
 CAST-IN PLACE REINFORCING: 4#4 @ 12" O.C.
 CAST-IN PLACE CONCRETE: 1500 PSI

30" x 30" Catch Basin
 w/ Type "A" Grated Inlet



May 9, 2019

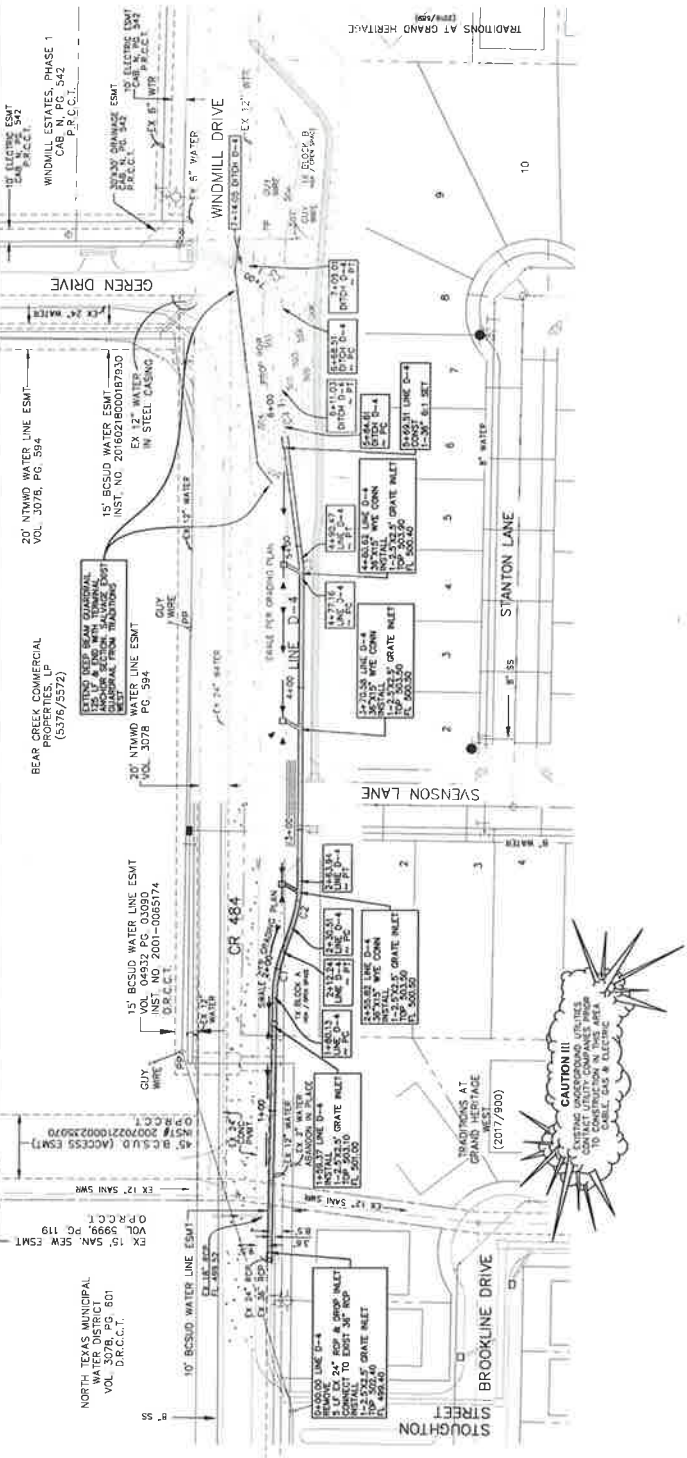
- BENCHMARKS:**
- 5" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF GEREN DRIVE. ELEVATION = 504.80 FEET
 - 5" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE ELEVATION = 472.70 FEET



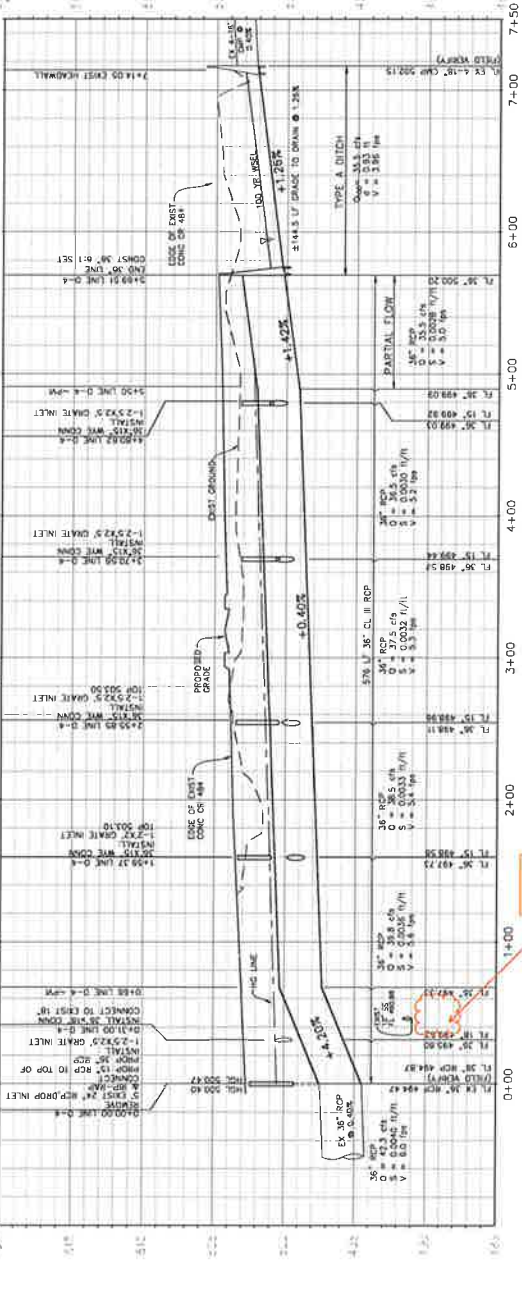
STORM SEWER PLAN & PROFILE
LINE D-4
TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
 COLLIN COUNTY, TEXAS



2018005.00



LINE D-4-REV



EDGE 'A' DITCH



1. DITCH WIDTH: 3.00 FT
 2. DITCH DEPTH: 1.50 FT
 3. DITCH SLOPE: 1:1
 4. DITCH GRASS: 1.50 FT
 5. DITCH CURB: 1.50 FT
 6. DITCH INLET: 1.50 FT
 7. DITCH OUTLET: 1.50 FT
 8. DITCH FLOW: 1.50 FT

CAUTION III

CONTRACT UTILITY COMPANIES MUST CONTACT UTILITY COMPANIES PRIOR TO CONSTRUCTION IN THIS AREA TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES.



1
1

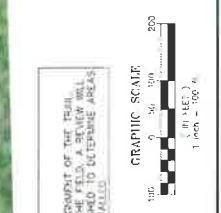
TRAIL PLAN

TRADITIONS AT GRAND HERITAGE PHASE 2

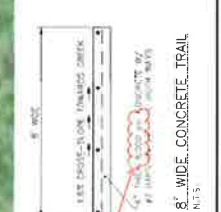
CITY OF LAVON

COLLIN COUNTY, TEXAS

USA JOB NO. 20180015.00



THIS DRAWING SHOWS CONCEPTUAL ALIGNMENT OF THE TRAIL. THE EXACT ALIGNMENT WILL BE DETERMINED BY THE FIELD SURVEY. THE ALIGNMENT IS ESTABLISHED TO AVOID ALL UTILITIES. QUANTITIES SHALL BE PROVIDED.





CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 21, 2019

ITEM: 7 - C

Item:

Discussion and action regarding Resolution No. **2019-05-04** authorizing the Mayor to execute a contract with Community Waste Disposal, LP for the collection of solid waste and recyclables; and declaring an effective date.

Background:

On March 5, 2019 the City Council received a proposal from CWD, LP to renew and extend the contract for garbage and recycling services. To recap, in 2014 the City Council and Community Waste Disposal, LP (CWD) entered into a contract for the provision of services related to the refuse collection, removal and disposal services and recyclable materials collection. The term of the contract was for four (4) years with an option to extend for an additional year. The current contract term expires in July 1, 2019. On March 5, 2019 the consensus of the City Council was to continue working with CWD and staff was directed to prepare an update to the contract for the Council's consideration.

The staff has monitored news of other cities that have recently gone to bid or sought proposals for service and it appears that the proposal provided by CWD is competitive with what other cities are currently experiencing in the marketplace. The service levels proposed for the price are superior in some instances.

Financial:

For residential garbage and recycling service, the proposed renewal rate for residential units is \$15.71. Commercial collection rates are proposed to increase by 25%.

No rate increase to customers is recommended at this time. Rates charged to customers will be considered in conjunction with the annual budget process that goes into effect on October 1, 2019.

Staff Notes:

The contract has been prepared with the City Council's comments incorporated and the city attorney has approved the proposed draft. Approval is recommended.

Attachments: Resolution and proposed contract

May 17, 2019

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-04

CWD Contract - Extension

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMMUNITY WASTE DISPOSAL LP FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLES; 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 contract with Community Waste Disposal LP (CWD) for the collection of solid waste and recyclables, 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 21st day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-04

EXHIBIT A

CONTRACT - CWD

**CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP
FOR COLLECTION OF SOLID WASTE & RECYCLABLES**

THIS CONTRACT is made and entered into by and between the City of Lavon, Texas, a municipal corporation located in Collin County, Texas (hereinafter called "City"), and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License; Term

A. Contractor is hereby granted an exclusive license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection for all Residential, and Commercial and Industrial units as specified and to perform all of the work called for and described in the Contract Documents.

B. Unless earlier terminated in accordance with this Paragraph, the term of this Contract shall be five (5) years beginning July 2, 2019, through midnight, July 1, 2024, At the expiration of the term of the Contract, the Contract will be extended for successive periods of one (1) year; provided neither party provides the other party with written notice of intent to terminate the Contract at least 180 days prior to the expiration date of the Contract or 180 days prior to any of the then applicable individual one (1) year extensions.

2. Contract

A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:

1. This Contract and Contract terms and definitions
2. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. Schedule of rates and charges (Schedule A)
4. Proposal (Schedule B)
5. The Performance Bond as required herein.

B. Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

D. In the event of any conflict between any provision of this Contract and any provision in either or both items (1) and (3) referenced herein, the provisions of this Contract shall control.

3. Definitions

Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Cart (Residential Trash & Recycling): A plastic receptacle, designed for the purpose of curbside collection of residential trash or recycling commodities, with a minimum capacity of 95 gallons (see Polycart).

Brush: Loose tree, shrub or brush trimmings stacked together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight – 2 cubic yard limit per week.

Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

City: The City of Lavon, Texas.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi)

the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321–4347).

Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 65 or 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. No more than 40 pounds of materials allowed inside polycart. No more than 100 pounds of materials allowed inside polycart.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books, and as described in the City's Request for Proposals, SECTION 1, No. 18, "MATERIAL"

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste

(including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections), contractor debris, and household hazardous waste. Materials judged by the Lavon Public Works Director to be hazardous such as oil, acid, or caustic materials.

Unusual accumulation: (a) For residences, each regular collection of cart(s) and more than two (2) cubic yards of bulky items and or yard trimmings, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

- A. Residential Collection: Contractor shall provide sufficient vehicles and employees to provide curbside collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit one time per week placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City reserves the right to require modifications of routes when necessary and in the public's best interest.
- B. Residential solid waste collection services: The Contractor shall pick up all solid waste generated from residential premises; waste should be placed in 95-gallon carts (lids closed), Contractor shall also be required to pick up bulky items (maximum of 2 cubic yards weekly) during the regular residential collection frequency provided that same are prepared according to the specifications herein. At customer's request, excessive amounts of rubbish, brush and trees may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer on an as needed basis.
- C. Commercial and Industrial Accounts: Contractor shall provide sufficient vehicles and employees to collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations and screening. Contractor shall also provide weekly service for recyclable materials to all commercial customers. The franchise of

commercial and industrial accounts shall include all Roll Off containers from ten (10) through forty-two (42) cubic yards.

D. Residential Recycling Collection:

1. The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a standard 95-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in the Contractor's Proposal.

2. At onset of contract, Contractor will be responsible for delivering new recycling carts to each resident. Residents will be charged \$75.00 for lost or stolen carts.

3. The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc. Recyclable materials collected shall not be deposited in a landfill.

4. Contractor shall also provide the City a recycling report detailing volume collected.

E. Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances.

5. Collection Operation

A. Hours of Operation: Contactor shall collect garbage and solid waste only between the hours of 7:00 a.m. and 7:00 p.m.

B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the City. The City shall be provided route collection maps and container locations.

D. Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Thanksgiving Day
Christmas Day
Labor Day

On holidays, unless otherwise agreed by City, Contractor shall move the scheduled collections to the following day and make the collections on that day.

E. Complaints:

1. Complaints shall be made directly to the City.
2. The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours (business day) of such complaint and shall be promptly resolved.
3. Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
4. For an unresolved complaint from a customer, the City Administrator or the City Administrator's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The determination of the City Administrator, or the Administrator's designated representative shall be final and non-appealable.

F. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the City nor while enroute to the disposal site, where such accumulation shall be dumped.
2. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. Contractor shall maintain all collection equipment in a first class, safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- G. Disposal: Contractor shall deliver all solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all household hazardous waste to a landfill permitted to accept such waste.
- H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City's Customer Relations Office so that proper notice can be given to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.
- I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.
- J. Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

6. Recyclable Materials

- A. Contractor shall provide a single-stream recyclable collection service on every other week schedule. Residents will not be required to separate recyclable materials by type of material.
- B. Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.
- C. Contractor shall keep a record or log of the tonnage of recyclable materials collected pursuant to this Contract.

7. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

8. Free Services

Contractor shall provide the following services at no additional charge: (1) An aggregate of twenty (20) Roll-out Polycarts to collect Municipal Solid Waste at up to four (4) Special Events in the city, provided the City gives the Contractor reasonable prior written notice of the date of such special event. (2) The Contractor will provide an adequate number of thirty (30) yard Open Top containers for the collection of Municipal Solid Waste with a maximum of eight (8) aggregate hauls for a special City cleanup week, provided the City gives the Contractor reasonable prior written notice of the date of such cleanup week as well as the number of containers that will be required. In the event that the City requires any hauls in excess of eight (8) free hauls, the Contractor shall charge the rates as defined in the Proposal Bid. Refuse picked up at City facilities shall be at no charge.

9. Landfill Access

Upon presentation of a current utility bill from the City of Lavon, residents may dispose of waste and debris (for a fee included in bid proposal), at the CWD Municipal Solid Waste Transfer Station, located at 2010 California Crossing, Dallas, Texas 75220. This provision is controlling over Contractor's Proposal.

10. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them. Contractor shall perform background checks on any employee working within the City and review the results to determine if they are eligible to hire. The Contractor shall require drivers to take a drug test and eliminate any driver who has been convicted of a DWI/DUI in the past 5 years.
- B. Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- C. Contractor shall remove any driver with an unsafe driving record from working within the City.

11. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within three (3) weeks of the end of the reporting period, detailing: tonnage of recycling.
- b. Annual reports each January on the status of the terms and conditions of the License and any points that need to be addressed, including safety reports, incident reports, customer complaint reports.

12. Rates

Contractor shall charge the following rates for services performed herein. Note: All rates and cart sizes listed below are current and are exclusive of city's franchise fee and/or additional tax and fees.

A. **See attached Schedule A for rates and charges.**

B. **Annual Adjustment Model**

ANNUAL ADJUSTMENT MODEL CITY OF LAVON

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most

recently published Index two (2) months prior to the current year’s contract anniversary date.

FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three-month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the Garland Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the Garland Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the Garland Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the Garland Landfill gate rate in effect one month prior to the current years contract anniversary date.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	65%	55%	0%	75%	84%
Fuel	5%	5%	0%	5%	5%
Disposal	30%	40%	100%	20%	11%
Total	100%	100%	100%	100%	100%

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EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	69%	217.487	220.097	2.610	1.20%	0.83%
Fuel Cost	20%	\$2.914	\$2.987	\$0.073	2.51%	0.50%
Disposal Cost	11%	\$20.00	\$20.40	\$0.40	2.00%	0.22%
Annual Adjustment	100%					1.55%

13. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of the Lavon City Code of Ordinances, state statutes and the Texas Constitution.

14. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and the State.

15. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the City shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

16. Regulation of Leased Containers

A. The City shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the City for refuse storage and collection purposes, subject to the following requirements:

1. All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the City;

2. All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
3. All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents;
4. All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height; and
5. Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates established by ordinance of the City.

17. Enforcement

The services furnished hereunder to the City and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Lavon City Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

18. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the City's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the City and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the City.
- B. Where the City is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twelve (12) hours after a collection order is issued by the City.

19. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld.

20. Remuneration - Residential

The City shall bill and collect charges for refuse and recyclable services to Residential Units. City will pay contractor for residential service (refuse and recycle) by the 25th of the month following the month of service. Payment to be calculated by multiplying the month-end house count by the applicable refuse and recycle rate.

21. Commercial Accounts

The City shall bill and collect charges for refuse services for all commercial accounts. City will pay contractor for commercial service by the 25th of the month following the month of service. Contractor will provide billing to the City in a format approved by the City. Commercial Front Load account will be billed to the City on the first day of each month. Commercial Roll-Off accounts will be billed to the City at the end of each month.

22. Books and Records

The City and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party or the party's designated representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

23. Contractor as Independent Contractor of City

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture between the City and the Contractor or any Subcontractor. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Agreement does not grant to it any rights or privileges established for employees of the City.

24. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of Lavon
120 School Road
Lavon, TX 75166
ATTN: City Secretary

With copy to: Messer, Rockefeller & Fort, P.L.L.C.
6371 Preston Road, Suite 200
Frisco, Texas 75034

ATTN: Wm. Andrew Messer, City Attorney

If to Contractor, at:

Community Waste Disposal, LP
2010 California Crossing Road
Dallas, TX 75220
ATTN: Greg Roemer, President, CWD

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

25. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to City of a force majeure event within three days of the occurrence of the event.

26. Liability Insurance

A. Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

B. Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that thirty (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 fifteen (15) days written notice to City is required;
4. 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;
5. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
6. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

27. INDEMNITY

A. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FOR ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, PENALTIES, ACTIONS OR JUDGMENTS OF ANY NATURE OR ANY COSTS INCURRED BY THE CITY IN CONNECTION THEREWITH (COLLECTIVELY, "LOSSES"), ARISING FROM OR IN ANY WAY CONNECTED TO CONTRACTOR'S PERFORMANCE OF WASTE COLLECTION AND TRANSPORTATION SERVICES HEREUNDER, OR THE PERFORMANCE OF SUCH SERVICES BY ANY EMPLOYEE, SUBCONTRACTOR OR AGENT OR CONTRACTOR; PROVIDED, THAT CONTRACTOR SHALL ONLY BE LIABLE FOR SUCH INDEMNIFICATION TO THE CITY, OR TO A PARTY THAT MAY CLAIM A RIGHT DUE TO ITS RELATIONSHIP WITH THE CITY, FOR ANY LOSSES BASED ON ACTS OR OMISSIONS ON THE PART OF CONTRACTOR OR THE AGENTS OR EMPLOYEES OF CONTRACTOR IN THE PERFORMANCE OF SUCH SERVICES ONLY TO THE EXTENT THAT SUCH ACTS OR OMISSIONS ARE DUE TO WILLFUL

MISCONDUCT, GROSS NEGLIGENCE OR SIMPLE NEGLIGENCE ON THE PART OF THE CONTRACTOR, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH LOSSES ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

B. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section, is and INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. THE PROVISIONS OF THIS SECTION AND SECTION 32 SHALL SURVIVE THE TERM OF THIS CONTRACT.

28. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

29. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Collin County, Texas.

30. Recycling Revenue Sharing Program

Contractor agrees to pay City 50 percent of Contractor's revenues received from the sale of recycling materials, based on the market value of materials, less processing and transportation fees. Contractor shall pay City a fee based on each ton sold, not to exceed \$38 per ton. The market value of materials shall be determined by the value of each material collected from the Lavon customers as set forth in the Waste News Houston Avg and the OBM Southwest, or similar journal. Each material is assigned a value as set forth in the formula as shown on Exhibit C to determine the overall value of each ton collected. The assigned value shall be multiplied by the market value to calculate revenue, and then multiplied by 50%. Processing and transportation fees shall be deducted, with the balance due the City. By way of example, there will be no revenue share when market values are below \$76.00 per ton. When market value is \$88.50, Contractor will pay the City \$6.25 per ton. Negative values will carry forward and must be brought back to zero before payment begins or resumes.

31. Performance Bond

Contractor shall provide a performance bond of \$50,000 obtained from a company licensed to do business in the State of Texas and on a form approved by the City. The Performance Bond will be renewed annually and maybe reduced upon written approval of the City.

32. Termination

A. If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and conditions of this contract. Contractor shall be allowed a thirty (30) calendar day period from the date of receipt of said notice from the City to remedy any failure to substantially perform. Should City deem the failure to perform remedied, no hearing shall be held.

B. Should Contractor fail to remedy its performance, the City will give notice at least ten (10) days' written notice to Contractor of a hearing before the City Council. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of the contract. At the hearing, Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. After a hearing described herein, the City the City may terminate this Contract and the rights and privileges granted to the Contractor if the City Council determines that the Contractor has failed to substantially perform terms, covenants or conditions herein set forth.

C. In the event the City fails to make payment at least thirty (30) days after the time the payment becomes due and owing, the Contractor shall provide the City written notice of such failure with an opportunity to remedy the nonpayment within thirty (30) days from the date of such notice. If City fails to remedy the nonpayment by the end of this second thirty (30) day period, then such failure shall constitute grounds for termination of this contract by Contractor.

33. Ethics

The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with the City's Ethics Policy.

Signature Page Follows

Executed this the ____ day of _____, 2019.

CITY OF LAVON, TEXAS

Mayor

ATTEST:

City Secretary

COMMUNITY WASTE DISPOSAL, LP

By its General Partner, CWD Management, Inc.

Greg Roemer, President

ATTEST:

Secretary

SCHEDULE A
Schedule of Rates and Charges

**2019 CITY of LAVON Schedule "A"
Effective July 01, 2019**

City of Lavon's Solid Waste Collection and Recycling Services		2019 Net Rate to CWD
" Services Billed by City to Customer"		
Residential Collection		
Residential Trash Rate to Residents (once a week)		\$10.19
Additional Residential Trash Cart Pricing (Each)		\$7.20
Residential Recycling Rate to Residents (once a week)		\$4.55
Additional Residential Recycling Cart Pricing (Each)		\$3.27
Extreme Green Events (one per year)		\$0.87
Storm Debris, Emergency Disaster Response		\$187.29
Replace lost/stolen Trash or Recycle Cart (Each)		\$72.23
Commercial Recycle Cart		
Recycle Poly-Cart		\$18.02
Front Load Commercial Trash Container Services		
2 Cubic Yard Container		
One time per week		\$61.12
Two times per week		\$116.86
Three times per week		\$162.97
Four times per week		\$206.94
Five times per week		\$244.47
3 Cubic Yard Container		
One time per week		\$90.32
Two times per week		\$172.04
Three times per week		\$238.02
Four times per week		\$298.22
Five times per week		\$367.04
4 Cubic Yard Container		
One time per week		\$104.40
Two times per week		\$196.37
Three times per week		\$275.85
Four times per week		\$349.10
Five times per week		\$408.32
6 Cubic Yard Container		
One time per week		\$132.97
Two times per week		\$242.38
Three times per week		\$339.99
Four times per week		\$425.84
Five times per week		\$503.26
8 Cubic Yard Container		
One time per week		\$169.07
Two times per week		\$292.89
Three times per week		\$412.19
Four times per week		\$513.44
Five times per week		\$603.81
Extra Pick-Ups		
2 cu. Yd. Containers		\$46.09
3 cu. Yd. Containers		\$47.43
4 cu. Yd. Containers		\$48.78
6 cu. Yd. Containers		\$51.49
8 cu. yd. Containers		\$52.84
Refills		
2 cu. Yd. Containers		\$47.98
3 cu. Yd. Containers		\$49.38
4 cu. Yd. Containers		\$50.80
6 cu. Yd. Containers		\$53.62
8 cu. Yd. Containers		\$55.03
Front Load Commercial Special Services		
Container Inside Four Side Enclosures - Per Pick-Up, Per Container		\$7.29
Caster - (<4 cu. Yd.) Per Pick-up, Per Container		\$7.29
Locks - Per Pick Up, Per Container		\$7.29

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

**2019 CITY of LAVON Schedule "A"
Effective July 01, 2019**

City of Lavon's Solid Waste Collection and Recycling Services		2019 Net Rate to CWD
" Services Billed by CWD to Customer"		
Residential Open Top Rolloff Containers		
Delivery - weekday		\$101.43
Trip Charge (Dry Run) - weekday		\$101.43
Weekly Rental		\$45.96
12 Cubic Yard Per Haul - weekday **		\$386.55
Plus Disposal if over 4,000 lb.'s **		
** Disposal Per Ton (over 4001 to 8,000 lb.'s)		\$78.93
** Disposal Per Ton (over 8001 lb.'s)		\$110.50
Commercial Rolloff Containers		
Delivery - weekday		\$101.43
Trip Charge (Dry Run) - weekday		\$101.43
Weekly Rental		\$45.96
Per Haul - weekday ** ++		\$561.00
Plus Disposal if over 8,000 lb.'s ** ++		
** Disposal Per Ton (if load is over 8001 lb.'s to trucks GVW of 54,000 lb.'s)		\$34.00
++ Excess Disposal Per Ton (over trucks GVW of 54,000 lb.'s)		\$86.00
City Services		
Solid Waste Removal Service at:		
City Facilities		N/C
City Clean Up Week:		
Eight (8) thirty (30) yard roll off hauls per year		N/C
Special Events:		
Aggregate of twenty (20) polycarts for solid waste at up to four (4) events		N/C

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

All Rates at Net to Contractor and do not include any Franchise Fees or Sales Tax

**SCHEDULE B
Proposal**



CommunityWasteDisposal.com
Since 1984

February 12, 2019

Kim Dobbs
City Administrator
City of Lavon
120 School Rd
Lavon, TX 75166

Contract Renewal Offer:

Dear Ms. Dobbs,

Community Waste Disposal has been servicing the City of Lavon since July 1, 2014.

On July 1, 2014, CWD's residential charge was:

	<u>Date</u>	<u>Charge</u>	<u>Change</u>
Residential Service	July 2014	\$11.34	
	July 2018	\$12.56	10.8%

Our residential charge, demonstrates that over the past 5 years CWD has effectively managed operational cost. Passing this saving on to the city has resulted in low waste management charges.

A residential rate of \$12.56 is competitive when compared to surrounding cities.

Additionally, this year we have made significant advancements in the quality and reliability of our service. Service inquiries through May 2018 are .14 calls per 1,000 service opportunities. The current trend is an 11% improvement over the past 24 months.

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request's this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of Attorney General of Texas.

2010 California Crossing
Dallas, Texas 75220-2310
telephone
972.392.9300 • 817.795.9300
facsimile
972.392.9301

RECEIVED
FEB 13 2019
CITY OF LAVON

On June 30, 2019, the current 5 year partnership term is subject for a renewal. As an incentive to renew the contract for 5 or 7 years, your choice, we would like to offer you the following:

1. Household Hazardous Waste/Electronic Waste

A. Door Side HHW and E-waste Collection

On one pre-arranged day one time per month, CWD personnel will collect Household Hazardous Waste. A resident will call CWD to sign up for service. Our staff will mail the resident HHW kit. The kit will have instructions and the next collection date. This service can be provided for \$.98 per home per month.

2. Roll off Open Tops

Currently 12 yard roll offs are franchised with CWD. We would like to add all rolls off sizes 10 through 42 cubic yards. Charge would be \$561.00 per load.

Advantages:

- A. City collects franchise fee
- B. Fewer trash companies passing through city streets

Rate includes 4 tons of disposal. Payloads above 4 tons will be billed at \$34.00 per ton. Loads that exceed the D.O.T specification of 54,000 pounds GVW, will be billed an additional \$51.00 per ton for all tons in excess of 54,000 pounds.

3. Outsize Rate Increase

Over the past 5 years our cost of doing business in Lavon has be higher than anticipated. This has resulted in a insufficient return on investment. Effective July 1, 2019 CWD will need a rate increase equal to \$3.15 per home per month. This increase is reflected on the attached Schedule A, effective July 1, 2019. These rates would then be subject to the annual rate adjustment model effective July 1, 2020, item number 4 and 5 of this letter.

4. Annual Rate Adjustment

The next rate adjustment will be effective July 1, 2020.

5. Annual Rate Adjustment Model

The residential recycle portion allows for a disposal adjustment.

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request's this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of Attorney General of Texas.

I believe you will find this partnership renewal offer to be a cost effective approach to providing needed services to the city.

Thank you for your time and consideration of this proposal. I appreciate your business.

Sincerely,



Greg A Roemer
President
groemer@cwd.to

GR/lp

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request's this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of Attorney General of Texas.

Amendment and Extension of Contract with Community Waste Disposal, LP For Collection of Solid Waste & Recyclables

This Amendment to the contract for the collection of solid waste & recyclables is made and entered into by and between the City of Lavon, Texas a municipal corporation located in Collin County, Texas (hereinafter called "City"), and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

Now, Therefore, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows that the original contract dated July 2, 2014 and expiring July 1, 2018 is hereby amended:

1. EFFECTIVE DATE

This contract shall have an effective date of July 1, 2019

2. GRANT OF LICENSE; TERM

The contract shall be for a period of seven (7) years beginning July 1, 2019 and ending on June 30, 2026. This contract shall allow for up to three (3) renewal options of seven years pending agreement of both parties.

3. SCOPE AND NATURE OF OPERATION

Add item E. to section 4. to add the exclusive franchise of all permanent and temporary roll off services, see Schedule A for rates.

4. SCHEDULE A RATES

The rates on the attached Schedule A will supersede all existing rates effective July 1, 2019. Schedule A rates will be adjusted annually based on the attached annual rate adjustment model (Schedule B). The next rate adjustment will be effective July 1, 2020.

Executed the day _____ of March, 2019

City of Lavon, Texas

Mayor

Attest

City Secretary

Community Waste Disposal, LP

**By its General Partner, CWD Management,
Inc.**

Greg Roemer, President

Attest

SCHEDULE B

ANNUAL ADJUSTMENT MODEL CITY OF LAVON

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the Garland Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the Garland Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the Garland Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the Garland Landfill gate rate in effect one month prior to the current years contract anniversary date.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	65%	55%	0%	75%	84%
Fuel	5%	5%	0%	5%	5%
Disposal	30%	40%	100%	20%	11%
Total	100%	100%	100%	100%	100%

EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	69%	217.487	220.097	2.610	1.20%	0.83%
Fuel Cost	20%	\$2.914	\$2.987	\$0.073	2.51%	0.50%
Disposal Cost	11%	\$20.00	\$20.40	\$0.40	2.00%	0.22%
Annual Adjustment	100%					1.55%



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 21, 2019

ITEM: 7 – D

Item:

Discussion and action regarding Ordinance No. **2019-05-01** amending Article 1.04 “Taxation” of the Code of Ordinances to authorize the levy of a tax on all telecommunications services sold in the city; providing a cumulative clause; providing a severability clause; providing for publication and providing an effective date.

Background:

It was brought to the city staff’s attention by a colleague in another city that the City of Lavon is not listed on the State of Texas Comptroller’s website listing of “Jurisdictions That Impose Local Sales Tax on Telecommunications Services”. Many comparable cities are on the listing which can be found here: <https://comptroller.texas.gov/taxes/publications/96-339.php>.

Code Excerpt:
Texas Tax Code

Sec. 321.210. TELECOMMUNICATIONS EXEMPTION. (a) There are exempted from the taxes imposed under this chapter the sales within the municipality of telecommunications services unless the application of the exemption is repealed under this section.

The City Council considered the proposed ordinance on May 7, 2019 and requested that staff gather additional information regarding the imposition of the sales tax.

Sales Tax Information:

In the City of Lavon, the local sales tax is two percent (2%) and is allocated as follows: one percent (1%) for general operations, one-half percent (0.5%) for street maintenance and one-half percent (0.5%) for economic development (Type B). The rate of the telecommunications sales tax would be 2% applicable in the same manner as the existing sales tax on eligible goods and services.

The local sales tax on telecommunications services is limited to telecommunications services occurring between locations within Texas. For instance, a call from Austin to Dallas is subject to local tax, while a call from Austin to Chicago is not.

The local sales tax is collected based on where the call originates. If the origin of the call cannot be determined, then the local sales tax collected is based on where the call is billed. Local sales tax on mobile telecommunications services is determined differently and typically billed to the billing company location.

For mobile telecommunications services, the local sales tax rate is determined by the customer's place of primary use, generally the residential or primary business street address. For example, a salesman based in Austin will pay Austin city and transit sales tax on a cellular call from San Antonio to Corpus Christi, since Austin is the place of primary use.

For telecommunication services billed call-by-call or per transmission, the local sales tax rate is determined by where the call or transmission originates. If a visitor in Houston calls someone in Beaumont and charges the call to their home phone in El Paso, Houston local tax is due.

For telephone calls not billed call-by-call, the local sales tax rate is determined by the customer's place of primary use. For example, a subscriber to voice over Internet protocol (VOIP) pays \$39.95 per month for unlimited local and long-distance calls. Charges for calls are not itemized. If the subscriber's home is in Austin, the \$39.95 charge is subject to Austin city and transit tax.

Financial Implication:

Because the Comptroller's office closely protects the confidentiality of taxpayers, it is difficult to determine what the impact will be. Collections should be remitted to the City beginning in FY 19-20.

A sample telephone bill was reviewed to discern the impact on a random household is provided herein. Without having anyway to evaluate the local calls, it appears that for a home with five devices, the impact of the additional local sales tax would be approximately fifty cents (\$0.50)/month.

Staff Notes:

The City Attorney prepared the proposed ordinance for City Council consideration to expand the additional sales tax base. Approval is recommended.

Attachments: Proposed Ordinance
 Sample Bill

May 13, 2019

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-01

Sales Tax - Telecommunications

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ARTICLE 1.04 “TAXATION” OF THE CODE OF ORDINANCES TO AUTHORIZE THE LEVY OF A TAX ON ALL TELECOMMUNICATIONS SERVICES SOLD IN THE CITY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas (the “City Council”) seeks to provide for the public health, safety, and welfare of its citizens; and

WHEREAS, the Texas Tax Code provides for a tax on the sales of telecommunications services within a municipality; and

WHEREAS, the City Council finds that the levying of the tax is in the best interest of the health, safety and general welfare of the citizens of the City of Lavon as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAVON, COLLIN COUNTY, 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. AMENDMENT

The Code of Ordinances of the City of Lavon, Texas is hereby amended by the addition of Section 1.04.062, to be entitled “Taxation of Telecommunication Services” to read entirely as follows:

Section 1.04.062 Taxation of Telecommunication Services

- a) A tax is hereby authorized on all telecommunications services sold within the City of Lavon, Texas. For purposes of this section, the sale of telecommunications services is consummated at the location of the telephone or other telecommunications device from which the call or other communication originates. If the point of origin cannot be determined, the sale is consummated at the address to which the call or other communication is billed.
- b) The application of the exemption provided for in Texas Tax Code § 321.210 is repealed by the City of Lavon, Texas.
- c) The rate of the tax imposed by this section shall be the same as the rate imposed by the City of Lavon, Texas, for all other local Sales and Use Taxes as authorized by the legislature of the State of Texas.

- d) The City Secretary shall forward to the Comptroller of the State of Texas by United States Registered Mail a copy of this ordinance along with a copy of the minutes of the City Council's vote and discussion on this ordinance.
- e) The tax provided for in this section shall not serve as an offset to, be in lieu of or in any way reduce any amount payable to the City of Lavon, Texas pursuant to any franchise, street use ordinance, statute or, without limitation by the foregoing enumeration, otherwise payable by any provider of telecommunications services; it being the express intent of this section that all such obligations, impositions and agreements of every kind and nature shall remain in full force and effect without reduction or limitation hereby.
- f) Any person who violates any provision of this section may be enjoined by a suit filed in the name of the City of Lavon, Texas in a court of competent jurisdiction.

SECTION 3. CUMULATIVE

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lavon, Texas, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 4. SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Lavon hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 6. OPEN MEETINGS

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 21st day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



[Redacted]

Page: 1 of 6
Issue Date: May 07, 2019
Account Number: [Redacted]
Foundation Account: [Redacted]

AutoPay: Set up automatic payments that you can update whenever you want. Go to att.com/autopay today.

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.

Total due
\$317.60
Please pay by:
May 28, 2019

Account summary

Your last bill		\$317.60
Payment, Apr 26 - Thank you!	Page 2	-\$317.60
Adjustments	Page 2	-\$46.68
Credit balance		-\$46.68

Service summary

Wireless	Page 2	\$364.28
Total services		\$364.28

Total due **\$317.60**
Please pay by May 28, 2019

Ways to pay and manage your account:

att.com/myatt

myAT&T app
iPhone and Android

Call 611
or text *Pay
from AT&T device

800.331.0500
TTY: 866.241.6567
from any other phone

Return this portion with your check in the enclosed envelope. Payments may take 7 days to post.



[Redacted]

Please pay \$317.60 by May 28, 2019

Account number: [Redacted]
Please include account number on your check

Make check payable to:

AT&T MOBILITY
PO Box 537104
Atlanta, GA 30353-7104

CHECK FOR AUTOPAY
(SEE REVERSE)

[Redacted]



Account activity

Your last bill		\$317.60
Payments		
1. Payment posted	Apr 26	-\$317.60
Total for payments		-\$317.60
Adjustments		
2. Wireless - Next iPhone 4Q17 TV Promo	Apr 12	-\$23.34
3. Wireless - Next iPhone 4Q17 TV Promo	Apr 12	-\$23.34
Total for adjustments		-\$46.68
Credit balance		-\$46.68

Service activity

Wireless

Number	Page	Activity since last bill	Monthly charges	Surcharges & fees	Government taxes & fees	Total
Group 2		-	\$51.00	\$0.41	\$3.21	\$54.62
[REDACTED]	3	-	\$63.34	\$3.76	\$1.74	\$68.84
[REDACTED]	4	\$0.00	\$63.34	\$3.85	\$3.31	\$70.50
[REDACTED]	4	-	\$25.00	\$3.53	\$0.79	\$29.32
[REDACTED]	5	-	\$63.34	\$3.85	\$3.31	\$70.50
[REDACTED]	5	-	\$63.34	\$3.85	\$3.31	\$70.50
Total		\$0.00	\$329.36	\$19.25	\$15.67	\$364.28

Group 2
5 Devices

Monthly charges	Apr 08 - May 07
1. AT&T Unlimited Plan	\$60.00
2. National Account Discount	-\$9.00

Surcharges & fees	
3. Federal Universal Service Charge	\$0.17
4. State Cost-Recovery Fee	\$0.18
5. Texas Universal Service	\$0.06

Group 2 continues...

Date: _____
 Bank Account Holder Signature: _____

AutoPay enrollment
 If I enroll in AutoPay, I authorize AT&T to pay my bill monthly by electronically deducting money from my bank account. I can cancel authorization by notifying AT&T at www.att.com or by calling the customer care number listed on my bill. Your enrollment could take 1-2 billing cycles for AutoPay to take effect. Continue to submit payment until page one of your invoice reflects that AutoPay has been scheduled.



Group 2 continued

Government taxes & fees

6. TX State Sales Tax	\$3.03
7. TX State Sales Tax - Telecom	\$0.18

Total for Group 2 **\$54.62**

Shared usage summary (Apr 08 - May 07)

Number	User	Data (GB)	Text	Talk
[REDACTED]	[REDACTED]	25.89	575	183
[REDACTED]	[REDACTED]	27.66	202	518
[REDACTED]	[REDACTED]	6.11	10	4,124
[REDACTED]	[REDACTED]	6.32	508	1,871
[REDACTED]	[REDACTED]	25.85	155	223
Total usage		91.81	1,450	6,919
Included in plan		unlimited	unlimited	unlimited

Usage is rounded up based on your plan. For more details on your Shared usage summary, visit att.com/myusage.

Phone [REDACTED] 495
RAEINSON

Monthly charges

Apr 08 - May 07

1. Access for iPhone 4G LTE w/ VVM	\$40.00
2. International Long Distance - Standard	\$0.00
3. Roam North America	\$0.00
4. See News You Can Use	\$0.00
5. APPLE IPHONE 8 - Installment 20 of 30	\$23.34

APPLE IPHONE 8 [REDACTED]

Established on	Oct 03, 2017
Amount financed	\$699.99
Installment 20 of 30 (May 03, 2019)	\$23.34
Balance remaining after current installment	\$233.19

To pay off your installment plan early, please visit att.com/payoffNEXT for details.

Surcharges & fees

6. Administrative Fee	\$1.99
7. Federal Universal Service Charge	\$0.35
8. Regulatory Cost Recovery Charge	\$1.25
9. State Cost-Recovery Fee	\$0.06
10. Texas Universal Service	\$0.11

Government taxes & fees

11. 9-1-1 Service Fee	\$0.50
12. 911 Equalization Surcharge	\$0.06
13. TX State Sales Tax	\$0.81
14. TX State Sales Tax - Telecom	\$0.37

Total for [REDACTED] **\$68.84**



...Wireless continued



Activity since last bill	<i>Apr 08 - May 07</i>	
1. Roam North America	<i>Apr 23 - May 07</i>	\$0.00

Monthly charges	<i>Apr 08 - May 07</i>	
2. Access for iPhone 4G LTE w/ VVM		\$40.00
3. APPLEIPHONE 8 - Installment 20 of 30		\$23.34

Surcharges & fees		
4. Administrative Fee		\$1.99
5. Federal Universal Service Charge		\$0.35
6. Regulatory Cost Recovery Charge		\$1.25
7. State Cost-Recovery Fee		\$0.15
8. Texas Universal Service		\$0.11

Government taxes & fees		
9. 9-1-1 Service Fee		\$0.50
10. 911 Equalization Surcharge		\$0.06
11. TX State Sales Tax		\$2.38
12. TX State Sales Tax - Telecom		\$0.37

Total for 2: \$70.50



Monthly charges	<i>Apr 08 - May 07</i>	
1. Access for iPhone 4G LTE w/ VVM		\$40.00
2. Discount for 4th Smartphone		-\$40.00
3. International Roaming - Expanded		\$0.00
4. Roam North America		\$0.00
5. APPLE IPHONE 7 - 128GB - JET BLACK - Installment 25 of 30		\$25.00

Surcharges & fees		
6. Administrative Fee		\$1.99
7. Federal Universal Service Charge		\$0.21
8. Regulatory Cost Recovery Charge		\$1.25
9. State Cost-Recovery Fee		\$0.01
10. Texas Universal Service		\$0.07

Government taxes & fees		
11. 9-1-1 Service Fee		\$0.50
12. 911 Equalization Surcharge		\$0.06

APPLEIPHONE 8

Established on	Oct 02, 2017
Amount financed	\$699.99
Installment 20 of 30 <i>(May 02, 2019)</i>	\$23.34
Balance remaining after current installment	\$233.19

To pay off your installment plan early, please visit att.com/payoffNEXT for details.

**APPLE IPHONE 7 - 128GB
JET BLACK**

Established on	Apr 27, 2017
Amount financed	\$749.99
Installment 25 of 30 <i>(Apr 27, 2019)</i>	\$25.00
Balance remaining after current installment	\$124.99

To pay off your installment plan early, please visit att.com/payoffNEXT for details.



[REDACTED]

13. TX State Sales Tax - Telecom	\$0.23
Total for [REDACTED]	\$29.32

 **Phone, [REDACTED]**

Monthly charges	<i>Apr 08 - May 07</i>	
1. Access for iPhone 4G LTE w/ VVM		\$40.00
2. International Roaming - Expanded		\$0.00
3. Roam North America		\$0.00
4. APPLE IPHONE 8 - Installment 20 of 30		\$23.34

Surcharges & fees		
5. Administrative Fee		\$1.99
6. Federal Universal Service Charge		\$0.35
7. Regulatory Cost Recovery Charge		\$1.25
8. State Cost-Recovery Fee		\$0.15
9. Texas Universal Service		\$0.11

Government taxes & fees		
10. 9-1-1 Service Fee		\$0.50
11. 911 Equalization Surcharge		\$0.06
12. TX State Sales Tax		\$2.38
13. TX State Sales Tax - Telecom		\$0.37

Total for [REDACTED] **\$70.50**

 **Phone, [REDACTED]**

Monthly charges	<i>Apr 08 - May 07</i>	
1. Access for iPhone 4G LTE w/ VVM		\$40.00
2. Roam North America		\$0.00
3. APPLEIPHONE 8 - Installment 20 of 30		\$23.34

Surcharges & fees		
4. Administrative Fee		\$1.99
5. Federal Universal Service Charge		\$0.35
6. Regulatory Cost Recovery Charge		\$1.25
7. State Cost-Recovery Fee		\$0.15
8. Texas Universal Service		\$0.11

Government taxes & fees		
9. 9-1-1 Service Fee		\$0.50
10. 911 Equalization Surcharge		\$0.06
11. TX State Sales Tax		\$2.38

APPLE IPHONE 8 [REDACTED]

Established on	Oct 03, 2017
Amount financed	\$699.99
Installment 20 of 30 <i>(May 03, 2019)</i>	\$23.34
Balance remaining after current installment	\$233.19

To pay off your installment plan early, please visit att.com/payoffNEXT for details.

APPLEIPHONE 8 [REDACTED]

Established on	Oct 02, 2017
Amount financed	\$699.99
Installment 20 of 30 <i>(May 02, 2019)</i>	\$23.34
Balance remaining after current installment	\$233.19

To pay off your installment plan early, please visit att.com/payoffNEXT for details.



continued

12. TX State Sales Tax - Telecom	\$0.37
Total for 2	\$70.50

Total for Wireless **\$364.28**

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AT&T Unlimited Data plans

Includes unlimited domestic wireless data, and for eligible devices talk and text. After 22GB of wireless data usage in bill period, AT&T may slow speeds. If included, Mobile Hotspot data speed slowed to 128 Kbps after 10GB Hotspot data usage in bill period. Other restrictions, including speed, may apply.

Late payment charge

The late payment charge for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is \$5.75.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically.

Surcharges and other fees

In addition to the monthly rate plan for mobile service and mandatory taxes and fees imposed by federal, state, and local governments on wireless subscribers, AT&T imposes additional charges on a per line basis, including federal and state universal service charges, a Regulatory Cost Recovery Charge of up to \$1.25, an Administrative Fee and other surcharges. See att.com/additionalcharges for details.

AT&T Mobility Center for customers with disabilities

Questions on accessibility by persons with disabilities: 866.241.6568.

Written correspondence

Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, P.O. Box 10330, Fort Wayne, IN 46851-0330.

Wireless DirectBill charges

Detail of DirectBill charges can be viewed at att.com/directbill. The direct billing option offers you the ability to purchase content, goods and features such as apps, games, donations, and services from AT&T and other companies by applying charges to your wireless account.

Tax ID

AT&T Mobility Tax ID 84-1659970

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CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 21, 2019

ITEM: 7 - E

Item:

Discussion and action regarding Ordinance No. 2019-05-03 amending Ordinance No. 2018-09-02, as amended, that approved and adopted a budget for the City for the fiscal year October 1, 2018 through September 30, 2019 to amend adopted revenues and expenditures of the budget; and providing an effective date.

Background:

In order to appropriately allocate funds to cover unanticipated expenditures, to provide for revenues received in excess of budgeted and to allow for budget variances, a proposed budget amendment is presented for the City Council's consideration. The City Council considered and approved Amendment #1 on May 7, 2019. Since that time, additional revenue and expenditure items have been identified and Amendment #2 has been prepared in accordance with the updated items. Additionally, the amendment combines the Fire Marshal and Fire Operations budgets into one Fire Services budget consistent with the Fire Department organization.

Approval is recommended.

If there are any questions regarding the proposed amendment, please contact Kim Dobbs at 972-843-4220 or kim.dobbs@cityoflavon.org.

Attachments: Proposed Ordinance

May 17, 2019

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-03

Budget Amendment #2 Fiscal Year 2018-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2018-09-02, AS AMENDED, THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas has adopted, amended and approved a budget of the expenditures and revenues of all City Departments, Divisions and Offices for the Fiscal Year 2018-2019; and

WHEREAS, the City Council of the City of Lavon, Texas has determined certain amendments need to be made to the budget for the City covering the fiscal year aforesaid;

WHEREAS, pursuant to the laws of the State of Texas and Section 102.010 of the Local Government Code, the City Council has determined that it will be beneficial and advantageous to the citizens of Lavon to amend the City's 2018-2019 fiscal year budget as set forth herein for municipal purposes; and

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

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

Section 1. That the revenues and appropriations as designated for the payment of expenses for the operation of the City government, hereinafter itemized by a true and correct copy of the Budget Document hereto attached as Exhibit A, are hereby approved.

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

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

Section 4. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas,
on the 21st day of May 2019.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator/City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-03

EXHIBIT A

FY 18-19 Budget Amendment #2

**FY 2018-19 BUDGET
AMENDMENT #2**

5/17/2019

		2018-19 ADOPTED/ AMENDED BUDGET	PROPOSED AMENDMENT	Amendment Allocation		NOTES
				DEBIT	CREDIT	
GENERAL FUND						
Revenue Accounts						
Taxes	10-1600 Franchise Tax	\$ 130,000	\$ 140,000	\$	10,000	projection exceeds budget
Taxes	10-1602 Sales Tax	\$ 155,000	\$ 175,000	\$	20,000	projection exceeds budget
Oper	10-1502 New Bldg Permit Fees	\$ 30,006	\$ 35,000	\$	4,994	model homes
Oper	10-1613 Infrastructure Insp Fees	\$ 139,800	\$ 166,000	\$	26,200	anticipated development
Prior Yr	10-1670 Prior Year Carryover	\$ 482,462	\$ 485,438	\$	2,975	actual per reconciled statements
	Total Revenue	\$ 937,268	\$ 1,001,438	\$ -	\$ 64,169	

Expenditure Accounts

Combined accounts from the Fire Marshal with Fire Operations budgets into Fire Services budget

Fire	Fire Services (formerly Operations)					
Fire	40-5010 · Comp/IT Items/Printer	\$ 6,150	\$ 9,350	\$ 3,200		3k to complete EOC technology set up
Fire	40-6002 · Equipment Maint Rep	\$ 500	\$ 1,300	\$ 800		
Fire	40-6010 · Fuel	\$ 1,500	\$ 3,900	\$ 2,400		
Fire	42-6101 · VFD Dues & Fees	\$ 1,350	\$ 2,050	\$ 700		
Fire	40-6147 · Postage - FD	\$ 25	\$ 75	\$ 50		
Fire	42-6205 · Payroll	\$ -	\$ 61,500	\$ 61,500		
Fire	42-____ FICA	\$ -	\$ 4,051	\$ 4,051		
Fire	42-____ Medicare	\$ -	\$ 947	\$ 947		
Fire	42-____ Retirement	\$ -	\$ 4,098	\$ 4,098		
Fire	42-6206 · Health Insurance	\$ -	\$ 7,200	\$ 7,200		
Fire	40-6208 · Graphics/Uniforms	\$ 1,500	\$ 1,850	\$ 350		
Fire	42-6209 · Mobile Technology		\$ 1,200	\$ 1,200		
Fire	40-6250 · Office Supplies - FD	\$ 1,000	\$ 1,200	\$ 200		
Fire	40-6261 · Travel/ Conf / Meals	\$ 3,300	\$ 4,000	\$ 700		
Fire	Fire Marshal					
Fire	42-5010 · Comp/IT Items/Printer	\$ 200	\$ -	\$	200	
Fire	42-6002 · Equipment Maint Rep	\$ 800	\$ -	\$	800	
Fire	42-6010 · Fuel	\$ 2,400	\$ -	\$	2,400	
Fire	42-6101 · Fire Marshal Dues & Fees	\$ 700	\$ -	\$	700	
Fire	42-6147 · Postage - FD	\$ 50	\$ -	\$	50	
Fire	42-6205 · Payroll	\$ 61,500	\$ -	\$	61,500	
Fire	42-____ FICA	\$ 4,051	\$ -	\$	4,051	
Fire	42-____ Medicare	\$ 947	\$ -	\$	947	
Fire	42-____ Retirement	\$ 4,098	\$ -	\$	4,098	
Fire	42-6206 · Health Insurance	\$ 7,200	\$ -	\$	7,200	
Fire	42-6208 · Graphics/Uniforms	\$ 350	\$ -	\$	350	
Fire	42-6209 · Mobile Technology	\$ 1,200	\$ -	\$	1,200	
Fire	42-6250 · Office Supplies - FD	\$ 200	\$ -	\$	200	
Fire	42-6261 · Travel/ Conf / Meals	\$ 700	\$ -	\$	700	
Fire	50-8117 - Fire Quick Response fy21	\$ 19,862	\$ 29,862	\$ 10,000		complete quick response vehicle outfit
Fire	50-8118 - FD-EOC-PD Signage	\$ 5,000	\$ -	\$	5,000	defer sign for other priorities
Police	50-8112 - Police Remodel	\$ 7,800	\$ 5,800	\$	2,000	under budget
Facilit	50-8116 - Demolition Forder	\$ 9,000	\$ 4,000	\$	5,000	fire training and deferred
Outsour	40-8051 - Building Inspector	\$ 30,000	\$ 45,000	\$ 15,000		greater than budget
Outsour	50-8402 - Auditor	\$ 15,000	\$ 13,000	\$	2,000	under budget
Outsour	50-8407 - Information Tech	\$ 22,000	\$ 30,000	\$ 8,000		greater than budget / EOC
Outsour	50-8415 - Codification	\$ 1,000	\$ 1,120	\$ 120		greater than budget
Outsour	50-8418 - Fire Inspection Services	\$ -	\$ 3,000	\$ 3,000		provide for contracted services
	Total Expenditures	\$ 209,383	\$ 234,503	\$ 123,516	\$ 98,396	
	Totals			\$ 123,516	\$ 162,565	
	Net change				\$ 39,049	



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: May 21, 2019

ITEM: 7 - F

Item:

Discussion and action regarding Ordinance No. **2019-05-04** amending Section A4.002, “Garbage Collection Services”, Article A4.000, “Utility Services”, Appendix A, “Fee Schedule”, of the Code of Ordinances of the City of Lavon, Texas; providing savings, repealing, and severability clauses; and providing an effective date.

Background:

In conjunction with a renewal of the CWD contract, there is a provision of a service for which no fee has been identified. The proposed ordinance defines the fee for “Unusual Accumulation” and provides that it will be calculated on a case by case basis.

The case by case determination is currently occurring as a practical matter and the proposed ordinance provides the provision in the code for it.

Staff Notes:

Approval is recommended.

Attachments: Proposed Ordinance

May 17, 2019

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-04

Amend Fee Schedule for Garbage Rate

AN ORDINANCE OF THE CITY OF LAVON, TEXAS AMENDING SECTION A4.002, “GARBAGE COLLECTION SERVICES”, ARTICLE A4.000, “UTILITY SERVICES”, APPENDIX A, “FEE SCHEDULE”, OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, TEXAS; PROVIDING SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas (the "City Council") has previously adopted a comprehensive Fee Schedule via Ordinance No. **2018-09-04** adopted on September 18, 2018, and codified in Appendix A, Fee Schedule, of the Code of Ordinances of the City of Lavon, Texas (the “City”); and

WHEREAS, the City’s Fee Schedule needs to be updated to establish additional fees associated with garbage collection services; and

WHEREAS, the City Council finds and determines it is prudent, and in the City’s best interest of the City to amend Section A4.002, “Garbage collection services”, Article A4.000, “Utility Services”, Appendix A, “Fee Schedule”, of the Code of Ordinances of the City of Lavon, Texas as indicated below.

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

Section 1. Findings Incorporated. That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Amendments. Section A4.002, “Garbage collection services”, Article A4.000, “Utility Services”, Appendix A, “Fee Schedule” of the Code of Ordinances of the City of Lavon, Texas, is hereby amended as follows (with additions in underline):

Sec. A4.002 Garbage collection services

(a) Residential:

Item	Fee	Notes	Expiration
<u>Unusual accumulation*</u>	<u>Calculated per situation</u>		

(b) **Commercial** (Calculated specifically per size of container and frequency of collection):

Item	Fee	Notes	Expiration
<u>Unusual accumulation*</u>	<u>Calculated per situation</u>		

*Unusual accumulation: (a) For residences, each regular collection of cart(s) and more than two (2) cubic yards of bulky items and or yard trimmings, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business.

Section 3. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Lavon hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5. Effective Date. That this ordinance shall take effect from and after its date of passage.

Section 6. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code

PASSED AND APPROVED by the City Council of the City of Lavon, Texas this the 21st day of May 2019.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator | Secretary



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 21, 2019

ITEM: 7 - G

Item:

Discussion and action regarding Resolution No. **2019-05-04** declaring various public works property and/or equipment to be surplus property and authorizing the disposition of same in a manner which is beneficial to the city.

Background:

The Police Department repurposed a 2010 Chevrolet Tahoe for use by city staff. The vehicle is being under-utilized in this regard and after reviewing the costs of maintaining the vehicle in service, the staff recommends that the vehicle be declared surplus. The proposed disposition process will be similar to the process used for the disposition of the surplus police vehicle in April 2018. Sealed bids will be sought from qualified individuals.

Code Excerpt:

TEXAS LOCAL GOVERNMENT CODE

Sec. 272.006. SALE OR TRANSFER OF LAW ENFORCEMENT VEHICLE.

- (b) A political subdivision may not sell or transfer a marked patrol car or other law enforcement motor vehicle to the public unless the political subdivision first removes any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment.
- (d) A political subdivision that sells or transfers a marked patrol car or other law enforcement motor vehicle to the public in violation of this section is liable:
 - (1) for damages proximately caused by the use of that vehicle during the commission of a crime; and
 - (2) to this state for a civil penalty of \$1,000.
- (f) Governmental immunity to suit and from liability is waived and abolished to the extent of liability created by Subsection (d).

Staff Notes:

The staff respectfully requests the City Council authorize the City Administrator to dispose of surplus police vehicles by sale to sworn law enforcement employees of the City through a competitive auction/bid process. If there are any questions regarding this item, please contact Police Chief Mike Jones at mike.jones@cityoflavon.org .

Financial Implication:

Proceeds from the sale of the property will be deposited into the general fund.

Staff Notes:

Approval is recommended.

Attachments: Proposed Resolution

May 13, 2019

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-05

Surplus Property – Police Department

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS DECLARING A POLICE DEPARTMENT VEHICLE TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION OF SAME IN A MANNER WHICH IS BENEFICIAL TO THE CITY.

WHEREAS, the City of Lavon, Texas owns property and/or equipment which have been replaced, are obsolete or are not currently used by the City, and

WHEREAS, such property and/or equipment have no or limited value to the City, and

WHEREAS, storage space for such property and/or equipment is limited, and

WHEREAS, appropriate City staff members have evaluated the need for and the value to the City of each piece of property and/or equipment and have recommended disposal of the items,

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

The City Council declares the following items to be surplus property and authorizes the City Administrator to dispose of the Public Works property in a manner which is beneficial to the City.

2010 Chevrolet Tahoe, VIN # 1GNMCAE07AR219369

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 21st day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 29, 2019

ITEM: 8

Item:

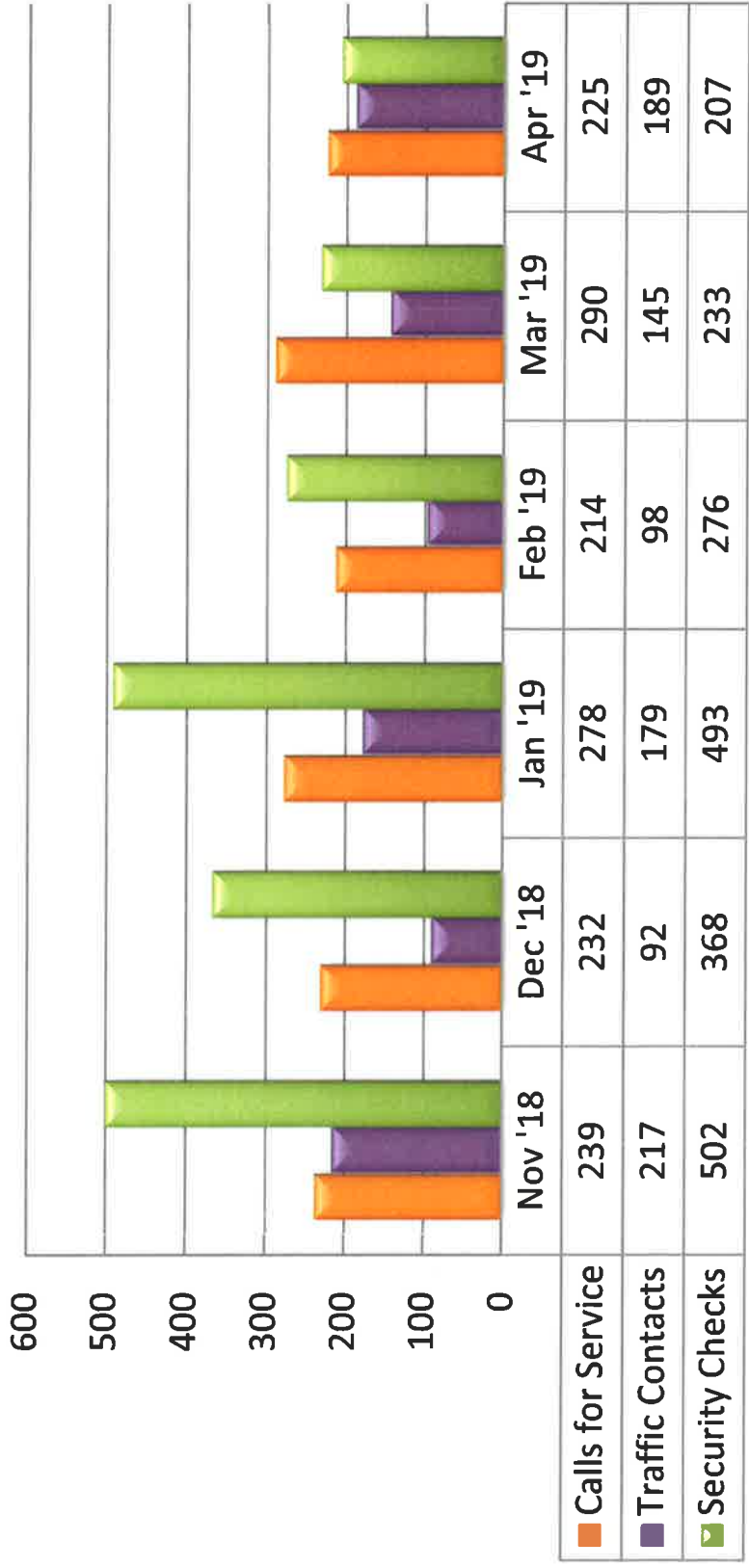
DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – 1) Monthly Reports for traffic stops, calls for service, security checks, call breakout and consolidated activity; and 2) Community Liaison Officer Report.
- B. Fire Services – 1) LVFD update and reports; and 2) EMS report.
- C. Public Works Services – 1) General public works and street maintenance report including mowing and trash collection; 2) TxDOT projects report; and 3) sanitary sewer system report.
- D. Administration Services – 1) Financial Outlook; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report; 5) Sales Tax Report; 6) TexStar Newsletter; 7) Investment Report and 8) SH 205 Update.

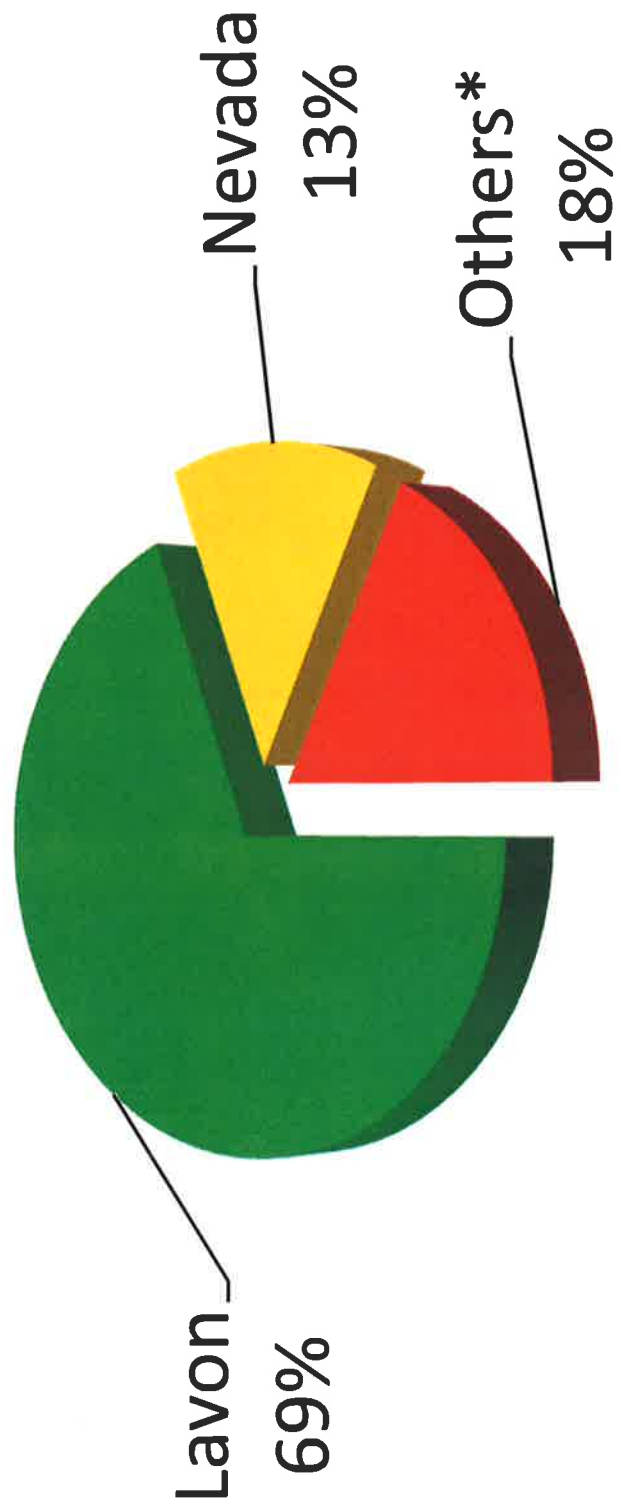
Apr '19

Activity Levels



Apr '19

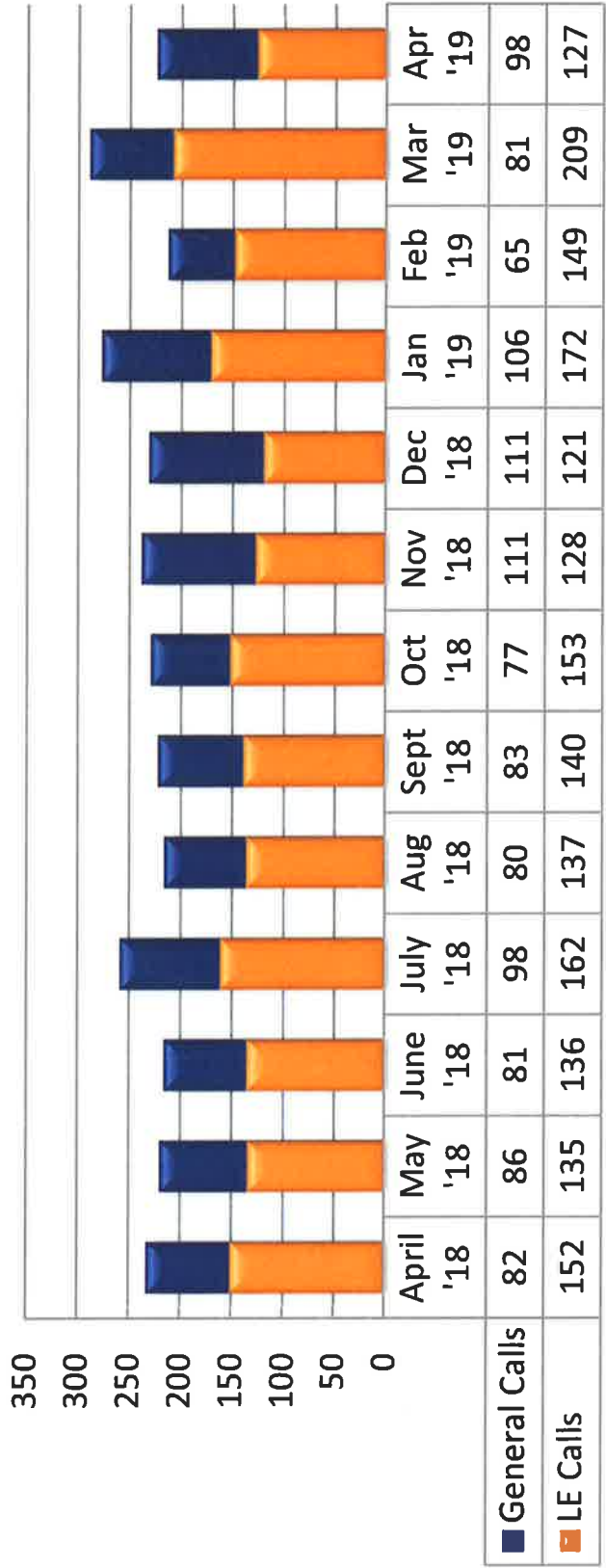
Call Breakout



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

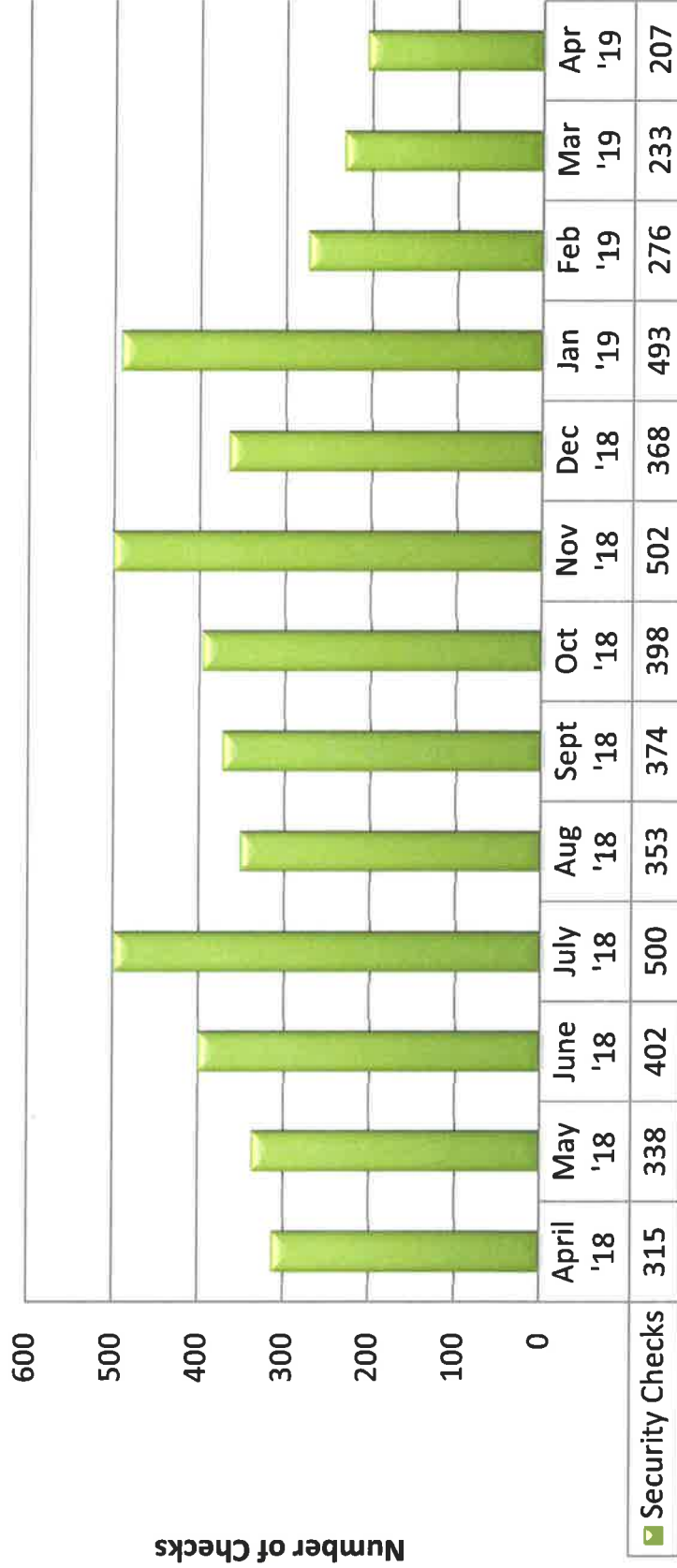
Apr '19

Calls for Service



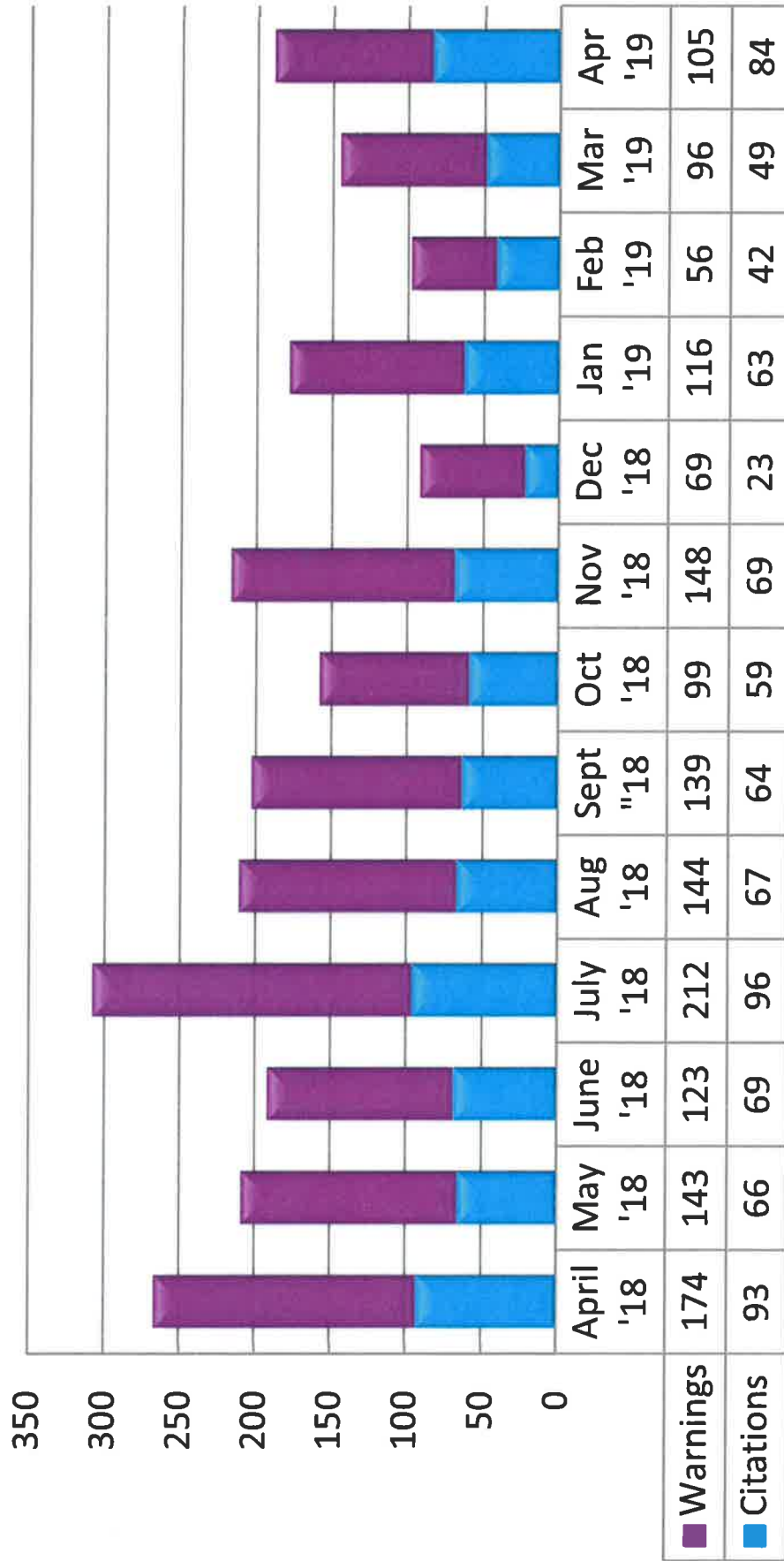
Apr '19

Security Checks



Apr '19

Traffic Enforcement





LAVON POLICE DEPARTMENT

Community Liaison Program Update

Community Liaison Officer Carissa Vargas-Flournoy

1 May 2019



Social Media -

Official Department Social Media pages were launched on Facebook, Twitter & Instagram. A link to each page is below, along with data as of May 1, 2019.

Facebook:

<http://www.facebook.com/lavonpolice>

Page Likes:

908 likes (increase of 66)

Most Popular Posts:

782 people reached – PSA Buckling up saves lives

Twitter:

<http://www.twitter.com/lavonpolice>

Page Followers:

55 (increase of 4)

Most Recent Tweet:

Drug Take Back

Instagram:

<http://www.instagram.com/lavonpolice>

Page Followers:

212 (increase of 4)

Most Recent Post:

Drug Take Back

Community Outreach & Upcoming Programs -

Saturday, April 20 – Lavon PD attended three Spring Celebrations where we were able to meet with community members and children. The celebrations were at Lavon City Hall, First Baptist Lavon & Grand Heritage Clubhouse. It is always great to see the community come together.

Saturday, April 27 – National Drug Take Back – The Semi-Annual National Drug Take Back Campaign was back on Saturday, April 27. Lavon PD will partnered with the DEA and accepted all unused prescription and over the counter medications. With the help of Lavon FD, Chief Anthony, we were able to also accept sharps (needles) and other diabetic supplies which are biohazards to be disposed of. The event ran from 10am until 2pm with drop off at the back door of Lavon PD. We also partnered with Josephine PD to accept drugs from Josephine residents.

Friday, May 3 – Community High School Shattered Dreams Program – Shattered Dreams is an accident simulation program created by Mothers Against Drunk Driving. During this program high school students around the country are made aware of the dangers of drinking and driving. This program is strategically presented each year on the Friday before prom. Nevada VFD changed up the program this year to feature the dangers of texting and driving.

Sunday, May 12 – Saturday, May 18, 2019 - National Police Week – Flags at the Police & Fire Department will be lowered to half staff and officers will be wearing mourning bands during the week in honor of our Brothers and Sisters in Blue who made the ultimate sacrifice. National Police Week is celebrated nationwide with Wednesday, May 15 recognized as Peace Officer Memorial Day.

Wednesday, June 5 – Thursday, June 6, 2019 – Babysitter Club – Lavon PD and FD will be teaching the Babysitter Training Class which is designed specifically for new babysitter ages 11-16 years old. During this class sitters will be taught safety with children, first aid and CPR.

Tuesday, October 1 –National Night Out 2019 – Lavon Police Department officially registered and planning is underway for National Night Out 2019! NNO will be on Tuesday, October 1st from 6:30pm – 8:30pm. Business sponsorships have opened for NNO and will run through May 31st.

Important dates LPD will be participating in, or attending :

Saturday, May 4, 2019 – Grand Heritage Traditions Block Party

Tuesday, June 11, 2019 – Camp 911

Saturday, August 10, 2019 – CISD Back to School Bash

Monday, September 9, 2019 – CISD Homecoming Parade & Festival

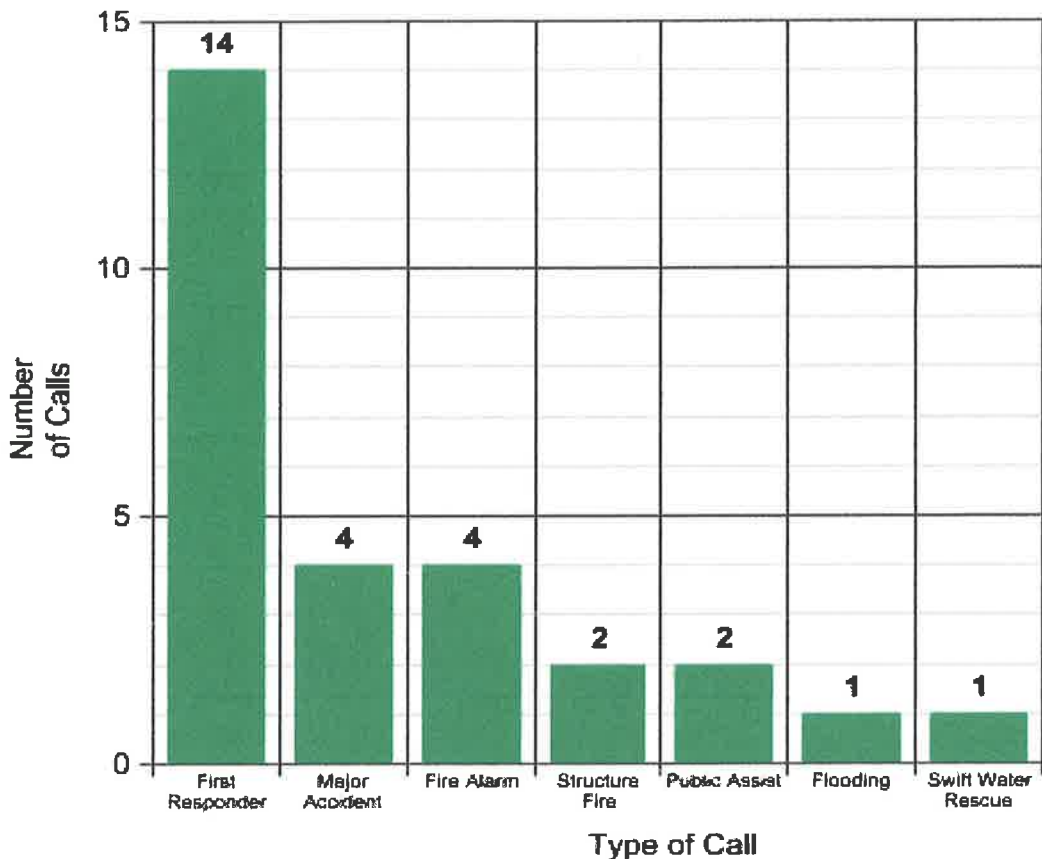
Tuesday, October 1, 2019 – National Night Out

Lavon calls for April 2019

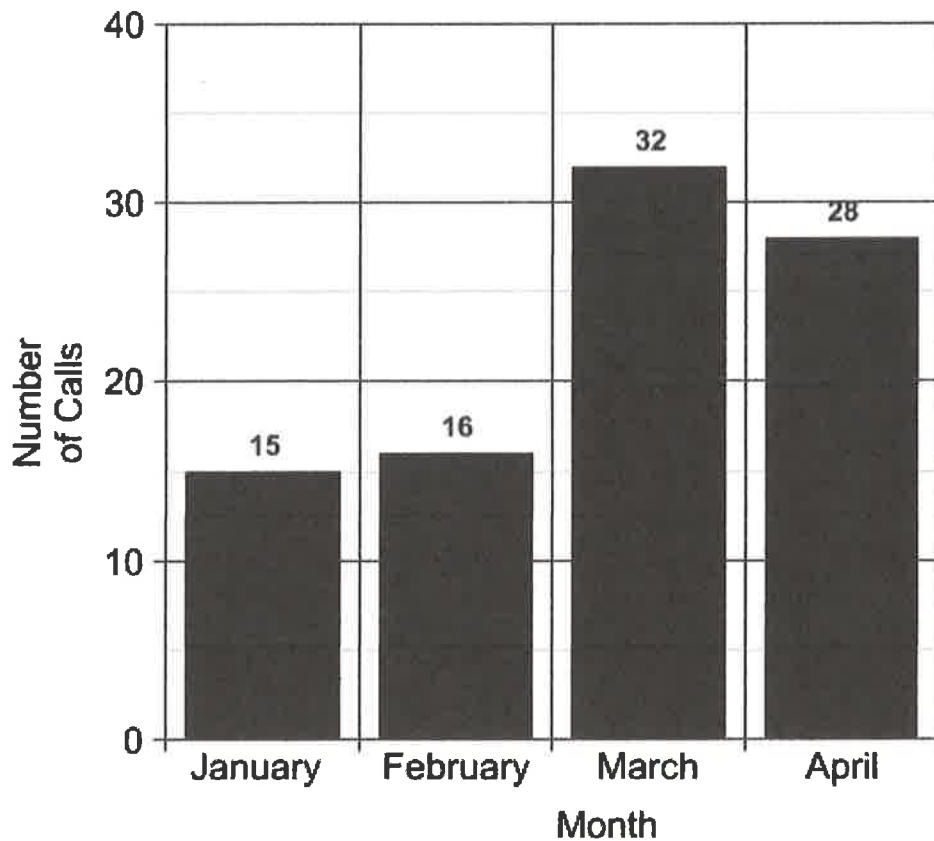
- **First responder – 14**
- **Major accident – 4**
 - **Fire alarm – 4**
 - **Structure fire – 2**
 - **Public assist – 2**
 - **Flooding – 1**
- **Swift water rescue – 1**

Total calls: 28

Lavon Calls for April



Lavon Calls for 2019





Custom v Jan 1, 2019 - Mar 31, 2019 v

08:51

MM:SS
Average Response Time

38%

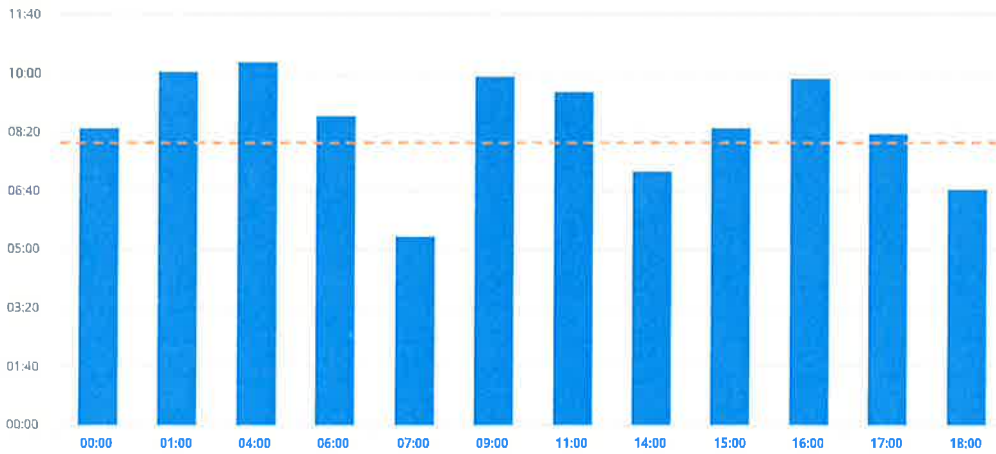
OF RESPONSES
Response time < 08:00

90

DAYS
In Selected Time Slice

21

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			

00:00		1																		1	
01:00						1															1
04:00		1					1		1												3
06:00						1															1
07:00		1																			1
09:00							1														1
11:00		1					1		2												4
14:00		2																			2
15:00									2												2
16:00		1								1											2
17:00		1									1										2
18:00		1																			1
Total		8					5		2												21
Exceptions																					0

Custom ▾ Jan 1, 2019 - Mar 31, 2019 ▾

08:51

MM:SS
Average Response Time

38%

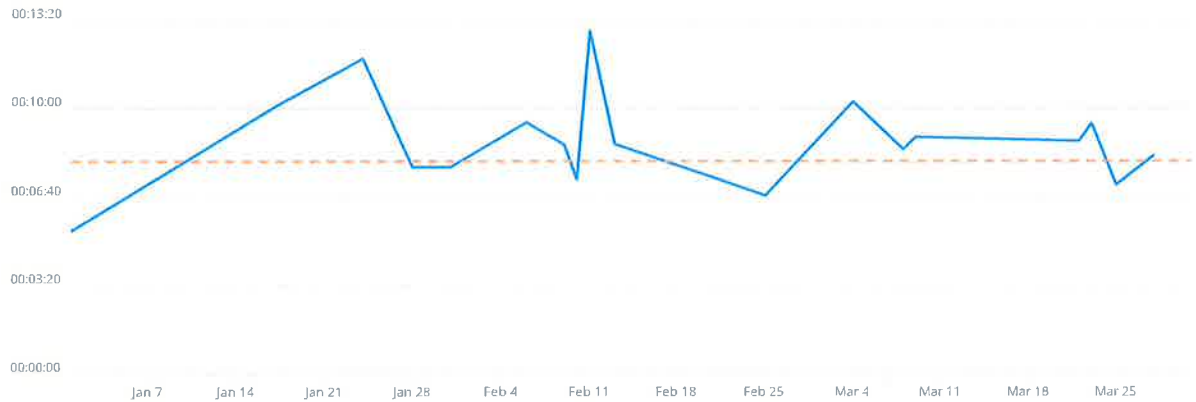
OF RESPONSES
Response time < 09:00

90

DAYS
in Selected Time Slice

21

UNIT RESPONSES
in Selected Time Slice



	Counts	% Rows	% Columns	% All										
Week Ending	1/6/19	1/13/19	1/20/19	1/27/19	2/3/19	2/10/19	2/17/19	2/24/19	3/3/19	3/10/19	3/17/19	3/24/19	3/31/19	Total

00:00 - 04:59														
05:00 - 07:59	1			2	2			1	1				1	8
08:00 - 08:59					1	1			1			1	1	5
09:00 - 09:59									1			1		2
10:00 - 11:59			1	1		2				1				5
12:00 - 14:59							1							1
15:00 - 16:59														
17:00 - 17:59														
18:00 - 19:59														
20:00 - 29:59														
30:00 - 1:29:59														
Total	1		1	1	2	5	2		1	4		2	2	21
Exceptions														0



Report re Drainage May 18, 2019

On May 7, 2019, the City Council received information from Pastor Brad Patterson who provided information regarding recent flooding in and around the church. Pastor Patterson urged the council to prioritize addressing drainage issues around the church and expressed frustration with the city's inability to address issues in facilities owned by the state and maintained by the Texas Department of Transportation (TxDOT).

On the morning of May 7, 2019, the city engineer and staff met with TxDOT maintenance personnel to discuss several issues pending in and around the city, including the area impacting the churches on Main Street. Options to address the TxDOT facilities were discussed with tasks being divided appropriately among staff and the state.

On May 13, 2019, the city engineer and staff met with the TxDOT area engineer to review work planned for the ditches along SH 78 and Business 78 (Main Street). Additionally, the area engineer provided information regarding improvements planned for Business 78 in Summer 2020.

TxDOT began work this week to improve the ditches and re-direct the flow of the drainage near Moore and Main as well as shoring up several other areas identified.



Tx DOT
Drainage
Improvements
Business78-
Main St.



Account	Ordinary Income/Expense	Oct 2018 Actual	Nov 2018 Actual	Dec 2018 Actual	Jan 2019 Actual	Feb 2019 Actual	Mar 2019 Actual	Apr 2019 Actual	May 2019 Outlook	June 2019 Outlook	July 2019 Outlook	Aug 2019 Outlook	Sept 2019 Outlook	FY 2018-2019 TOTAL	FY 2018-2019 Budget
	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	14,333.00	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	10,000.00	120,000.00	120,000.00
10 3676	LEDC I&S	0.00	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
10 3680	Reimbursement to GF from sew	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,242.60	451,213.00	451,213.00
	Public Safety Radios	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,412.40	5,412.40	5,412.40	5,412.40	5,412.40	27,062.00	27,062.00
	Total Transfers	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	119,988.00	119,988.00	119,988.00	119,988.00	133,058.00	783,341.00	783,341.00
	Judicial Branch														
10 1301	Court Fees	200.00	190.00	210.00	90.00	60.00	70.00	250.00	391.68	384.58	384.58	384.58	384.58	3,000.00	3,000.00
	Total Judicial Branch	200.00	190.00	210.00	90.00	60.00	70.00	250.00	391.68	384.58	384.58	384.58	384.58	3,000.00	3,000.00
	Legislative Branch														
10 1400	Administrative Fee	1,050.00	1,300.00	1,600.00	1,571.26	900.00	1,350.00	1,850.00	1,475.75	1,475.75	1,475.75	1,475.75	1,475.74	17,000.00	17,000.00
10 1401	Banking Interest	315.64	207.65	366.10	471.01	434.67	432.55	50.00	826.08	826.08	826.08	826.08	826.06	6,428.00	6,428.00
10 1403	Late Fees	2,367.30	2,075.85	2,127.08	2,203.88	2,721.23	2,697.53	3,021.25	557.18	557.18	557.18	557.18	557.16	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	0.00	0.50	0.50
10 1410	Community Center/Pavillion Rei	2,505.00	470.00	760.00	705.00	605.00	2,215.00	520.00	444.00	444.00	444.00	444.00	444.00	10,000.00	10,000.00
	Total Legislative Branch	6,238.44	4,053.50	4,873.18	4,951.15	4,660.90	6,695.08	5,441.25	3,303.01	3,303.01	3,303.01	3,303.01	3,302.96	53,428.50	53,428.50
	Operations Division														
10 1500	Food Service Inspection Permit	0.00	319.24	2,170.00	620.00	400.00	50.00	10.00	0.00	430.76	0.00	0.00	0.00	4,000.00	4,000.00
10 1501	General Permit Fees	5,465.00	12,280.74	8,308.25	6,974.40	3,642.90	2,396.55	6,394.50	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	52,962.34	46,000.00
10 1502	New Building Permit Fees	18,677.40	0.00	0.00	7,877.40	0.00	3,451.50	0.00	0.00	0.00	0.00	0.00	0.00	30,006.30	30,006.30
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	100.00	500.00	500.00
10 1504	PD Fines / Fees	5,143.56	3,235.41	2,495.18	5,077.07	4,937.99	5,497.41	6,663.48	6,389.98	6,389.98	6,389.98	6,389.98	6,389.97	65,000.00	65,000.00
10 1505	PD Warrant Fines / Fees	521.20	342.14	8.86	590.90	359.10	173.80	515.10	497.78	497.78	497.78	497.78	497.78	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	0.00	2,000.00	2,000.00
10 1508	PD Contract	0.00	0.00	0.00	0.00	10,750.00	0.00	10,750.00	0.00	16,125.00	0.00	10,750.00	16,125.00	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	60,000.04	139,800.00	139,800.00
10 1514	Building Rent - LEDC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	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	500.00	1,000.00	1,000.00
	Total Operations Division	30,237.16	16,177.53	12,982.29	21,139.77	20,094.99	91,369.22	24,333.09	10,387.76	25,443.52	9,387.76	19,637.76	85,577.76	366,766.64	359,806.00
	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	0.00	485,438.00	482,462.00
	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	0.00	485,438.00	482,462.00
	Taxes														
10 1600	Franchise Tax	2,186.46	7,460.86	0.00	12.96	21,985.81	0.00	30.93	19,664.60	19,664.60	19,664.60	19,664.60	19,664.56	130,000.00	130,000.00
10 1601	Property Tax	9,724.43	19,268.95	512,549.06	224,754.01	28,250.54	5,315.03	3,330.43	0.00	0.00	0.00	0.00	0.00	803,192.45	709,633.00
10 1602	Sales & Use Tax	19,365.11	19,708.43	17,630.06	17,557.91	20,798.10	16,147.86	17,374.37	5,283.43	5,283.43	5,283.43	5,283.43	5,283.44	155,000.00	155,000.00
	Total Taxes	31,276.00	46,439.24	530,179.12	242,324.88	71,034.45	21,462.89	20,735.73	24,948.03	24,948.03	24,948.03	24,948.03	24,948.02	1,088,192.45	994,633.00
	Total Income	577,722.60	91,193.27	572,577.59	292,638.80	120,183.34	143,930.19	75,093.07	159,018.48	174,067.14	158,011.38	168,261.38	247,271.35	2,780,168.59	2,676,670.00
	Expense														
	Judicial Branch														
20 6001	Credit Card Fees	103.31	151.89	161.83	64.77	95.52	79.51	73.87	494.06	494.06	494.06	494.06	494.06	3,200.00	3,200.00
20 6006	Jury Panel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	75.00	75.00	75.00	75.00	150.00	150.00
20 6007	Health Insurance	714.37	710.71	710.71	714.37	710.71	710.71	714.37	710.71	710.71	710.71	710.71	710.71	8,600.00	8,600.00
20 6300	Office Supplies	66.47	87.62	15.99	71.60	203.08	97.07	7.98	190.04	190.04	190.04	190.04	190.04	1,500.00	1,500.00
20 6302	Payroll - Municipal Court Staff	4,142.00	6,227.64	4,374.73	6,104.17	4,372.99	4,381.17	4,173.85	5,592.66	5,592.66	5,592.66	5,592.66	5,592.71	61,740.00	61,740.00
20 6303	Payroll - Judge	225.00	300.00	0.00	225.00	282.50	412.50	600.00	295.01	295.01	295.01	295.01	294.99	3,500.00	3,500.00
20 6400	Payroll - Prosecutor	200.00	375.00	0.00	300.00	225.00	450.00	600.00	270.00	270.00	270.00	270.00	270.00	3,500.00	3,500.00
20 6500	Postal Fees	0.00	56.70	0.00	50.00	0.00	27.50	0.00	63.16	63.16	63.16	63.16	63.16	450.00	450.00
20 6600	Training	0.00	0.00	0.00	300.00	100.00	0.00	0.00	100.00	100.00	100.00	100.00	500.00	1,000.00	1,000.00
	Total Judicial Branch	5,451.15	7,909.56	5,263.26	7,829.91	5,969.80	6,157.45	6,170.17	7,690.64	7,715.64	7,615.64	7,615.64	8,251.13	83,640.00	83,640.00

Account	Oct 2018 Actual	Nov 2018 Actual	Dec 2018 Actual	Jan 2019 Actual	Feb 2019 Actual	Mar 2019 Actual	Apr 2019 Actual	May 2019 Outlook	June 2019 Outlook	July 2019 Outlook	Aug 2019 Outlook	Sept 2019 Outlook	FY 2018-2019 TOTAL	FY 2018-2019 Budget
Administration														
30 6010 Advertising & Notices	1,532.66	169.66	0.00	257.99	492.30	75.00	75.00	979.48	979.48	979.48	979.48	979.47	7,500.00	7,500.00
30 6011 Automobile Allowance	200.00	200.00	200.00	300.00	100.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00	2,400.00
30 6015 Building Supplies	268.82	21.98	272.03	113.51	32.19	120.86	139.06	206.31	206.31	206.31	206.31	206.29	2,000.00	2,000.00
30 6021 Cell Phone - Staff	36.84	37.10	36.84	0.00	0.00	0.00	0.00	277.85	277.85	277.85	277.85	277.85	1,500.03	1,500.00
30 6060 Computer (Server/Software)	16.23	16.23	16.23	16.23	16.23	16.23	16.23	3,017.28	3,017.28	3,017.28	3,017.28	3,017.27	15,200.00	15,200.00
30 6065 Council Supplies	0.00	43.30	29.99	0.00	66.20	18.43	104.85	247.45	247.45	247.45	247.45	247.43	1,500.00	1,500.00
30 6070 Cleaning	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,640.00	5,640.00
30 6080 CPA	0.00	0.00	0.00	393.75	0.00	0.00	0.00	606.25	0.00	0.00	0.00	0.00	1,000.00	1,000.00
30 6081 Drinking Water/Gatorade All	83.84	0.00	46.80	57.76	0.00	39.80	0.00	154.40	154.40	154.40	154.40	154.40	1,000.00	1,000.00
30 6100 Dues & Fees	75.00	489.50	65.00	399.00	1,302.50	-208.83	129.66	575.63	575.63	575.63	575.63	575.63	5,130.00	5,130.00
30 6101 Elections	0.00	0.00	0.00	1,932.81	62.50	0.00	0.00	5,504.69	0.00	0.00	0.00	0.00	7,500.00	7,500.00
30 6103 Health Insurance	2,210.81	2,196.27	2,196.27	2,210.81	2,196.27	2,196.27	2,210.81	2,196.27	2,196.27	2,196.27	2,196.27	2,196.27	34,400.00	34,400.00
30 6104 Community Events	440.86	814.42	1,714.06	49.95	0.00	1,544.60	485.45	0.00	0.00	0.00	0.00	950.64	6,000.00	6,000.00
30 6105 Mileage & Meals	133.00	24.79	182.08	158.34	224.92	213.42	254.16	377.24	377.24	377.24	377.24	377.24	3,500.00	3,500.00
30 6251 Office Supplies	339.86	339.86	339.86	339.86	339.86	339.86	339.86	339.86	339.86	339.86	339.86	339.86	750.00	750.00
30 6251 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30 6252 Office Equipment	622.50	0.00	0.00	0.00	348.60	0.00	0.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00
30 6300 Payroll - Admin Staff	16,586.72	17,451.72	16,586.72	24,800.08	16,549.22	16,586.72	16,586.72	17,692.62	17,692.62	17,692.62	17,692.62	17,692.62	213,691.00	213,691.00
30 6324 Comm Center Events Coord	440.00	450.00	750.00	460.00	500.00	430.00	710.00	752.00	752.00	752.00	752.00	752.00	7,500.00	7,500.00
30 6400 Postal Fees	0.00	0.00	0.00	3.52	0.00	0.00	0.00	49.30	49.30	49.30	49.30	49.28	250.00	250.00
30 6450 Sales Tax Rebate	0.00	0.00	0.00	9,828.51	0.00	0.00	0.00	0.00	0.00	5,171.49	0.00	0.00	15,000.00	15,000.00
30 6500 Software	0.00	0.00	650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
30 6600 Training	385.76	30.00	30.00	15.00	30.00	30.00	45.00	398.84	398.84	398.84	398.84	398.84	2,500.00	2,500.00
30 7000 Electric	552.54	412.22	326.14	297.30	333.46	368.02	300.33	482.00	482.00	482.00	482.00	481.99	5,000.00	5,000.00
30 7002 Natural Gas	50.15	104.61	480.10	638.83	662.56	676.20	112.37	355.03	355.03	355.03	355.03	355.03	4,500.00	4,500.00
30 7003 Telephone	511.13	532.17	512.97	514.26	525.05	423.45	420.11	552.17	552.17	552.17	552.17	552.16	6,200.00	6,200.00
30 7004 Water	257.63	36.56	35.34	43.30	43.30	42.66	43.93	49.46	49.46	49.46	49.46	49.44	750.00	750.00
Total Administration	25,194.31	23,691.45	24,580.56	43,021.05	23,912.94	23,278.59	22,331.11	36,020.59	30,309.65	34,331.14	30,509.95	39,729.67	356,911.03	356,911.00
Operations Division														
Fire Capital Outlay														
50 8009 Fire Engine 2013 Spartan	0.00	0.00	0.00	22,501.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,501.41	22,501.41
50 8113 FD Furnishings	6,712.76	8,951.06	5,040.00	94.46	0.00	930.00	0.00	0.00	0.00	0.00	6,271.72	0.00	28,000.00	28,000.00
50 8117 Fire Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,965.50	4,965.50	4,965.35	4,965.50	4,965.65	19,862.00	19,862.00
50 8118 FD-EOC-PD Storage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
50 8119 Fire Radios	2,531.10	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00	0.00	1,805.90	2,500.00	9,337.00	9,337.00
50 8020 Fire Marshal Vehicle	0.00	0.00	12,802.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33	12,803.00	12,803.00
Total Fire Capital Outlay	9,243.86	8,951.06	17,842.67	22,595.87	0.00	930.00	0.00	2,500.00	4,965.50	7,465.35	13,043.12	9,965.98	97,503.41	97,503.00
Fire Marshal														
42 5010 Computer/IT/Printer	0.00	0.00	51.97	0.00	0.00	0.00	0.00	0.00	100.00	48.03	0.00	0.00	200.00	200.00
42 6002 Equipment Maint and Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	500.00	0.00	800.00	800.00
42 6010 Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	500.00	400.00	2,400.00	2,400.00
42 6101 VFD Fire Marshal Dues & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	300.00	0.00	0.00	700.00	700.00
42 6147 Postal Fees	0.00	39.76	0.00	0.00	0.00	0.00	0.00	0.00	10.24	0.00	0.00	0.00	50.00	50.00
42 6205 Payroll - Fire/Safety Manager	4,960.30	5,135.30	4,960.30	7,440.45	2,480.15	3,548.07	3,548.07	6,595.09	6,595.09	6,595.09	6,595.09	6,595.07	61,500.00	61,500.00
42 6206 Health Insurance	714.37	710.71	710.71	714.37	-663.18	0.00	3.66	1,001.87	1,001.87	1,001.87	1,001.87	1,001.86	7,200.00	7,200.00
42 6208 Uniforms/Graphics	0.00	0.00	47.97	0.00	0.00	0.00	0.00	200.00	0.00	102.03	0.00	0.00	350.00	350.00
42 6209 Mobile Technology	0.00	127.93	0.00	184.17	0.00	77.67	64.08	153.23	153.23	153.23	153.23	153.23	1,200.00	1,200.00
42 6250 FD Office Supplies	0.00	0.00	94.26	0.00	0.00	0.00	0.00	21.15	21.15	21.15	21.15	21.14	200.00	200.00
42 6261 Travel/Conferences/Meals	78.13	10.34	0.00	0.00	0.00	27.99	45.00	0.00	0.00	0.00	537.54	0.00	700.00	700.00
Total Fire Marshal	5,753.80	6,024.04	5,865.21	8,318.99	1,816.97	105.66	3,660.81	8,871.34	8,981.56	8,721.40	9,308.88	8,171.32	75,300.00	75,300.00
Fire Operations														
40 5000 ALS medical Supplies	0.00	0.00	141.07	0.00	0.00	0.00	0.00	0.00	0.00	500.00	308.93	0.00	950.00	950.00
40 5001 Apparatus Upgrades/Repairs	13.77	1,182.95	23.97	0.00	0.00	412.03	148.90	0.00	1,250.00	0.00	1,250.00	718.38	5,000.00	5,000.00
40 5002 Asset Tags/Metal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	150.00	300.00	300.00
40 5007 City Radio/Antenna/Install	0.00	0.00	17.75	0.00	0.00	0.00	0.00	600.00	0.00	0.00	592.25	0.00	1,210.00	1,210.00
40 5008 Cleaning - FD	350.00	350.00	350.00	175.00	175.00	175.00	175.00	0.00	0.00	0.00	25.00	0.00	1,600.00	1,600.00
40 5010 Computer/IT items/Printer	36.92	0.00	591.18	76.62	0.00	0.00	2,400.00	609.06	609.06	609.06	609.06	609.04	6,150.00	6,150.00
40 6002 Equipment Maint and Repair	142.10	8.99	27.22	54.50	85.95	17.19	8.50	0.00	100.00	0.00	90.15	91.50	500.00	500.00
40 6010 Fuel	142.10	178.25	86.24	96.83	75.00	280.84	181.73	91.80	91.80	91.80	91.80	91.81	1,500.00	1,500.00
40 6073 FD Dispatch	1,227.50	0.00	0.00	1,227.50	0.00	0.00	1,227.50	3,107.68	3,107.68	3,107.68	3,107.68	1,880.16	11,778.00	11,778.00
40 6120 Internet/Wifi/Sat	164.18	201.10	203.92	203.92	203.92	203.92	147.66	84.28	84.28	84.28	84.28	84.28	1,750.00	1,750.00
40 6147 Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	25.00	25.00
40 6148 PPE/Bunker gear	534.78	1,553.96	406.56	3,014.00	0.00	0.00	0.00	3,800.00	3,800.00	3,800.00	0.00	2,090.88	15,200.00	15,200.00
40 6200 Safety Fire Equipment	331.14	2,512.56	563.00	808.07	41.86	0.00	343.98	0.00	0.00	2,495.00	0.00	2,864.39	9,980.00	9,980.00
40 6201 Fire Hose	0.00	176.67	0.00	0.00	0.00	0.00	0.00	700.00	0.00	523.33	0.00	0.00	1,400.00	1,400.00

Account	Oct 2018 Actual	Nov 2018 Actual	Dec 2018 Actual	Jan 2019 Actual	Feb 2019 Actual	Mar 2019 Actual	Apr 2019 Actual	May 2019 Outlook	June 2019 Outlook	July 2019 Outlook	Aug 2019 Outlook	Sept 2019 Outlook	FY 2018-2019 TOTAL	FY 2018-2019 Budget
50 8114	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00
PW Building/Shelter														
40 5880	2,365.36	0.00	17,368.36	0.00	0.00	4,962.56	2,365.36	0.00	0.00	2,365.36	0.00	2,039.00	31,486.00	31,486.00
40 6022	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 6023	191.37	219.35	187.98	0.00	0.00	0.00	0.00	0.00	280.26	280.26	280.26	280.26	2,000.00	2,000.00
40 6051	1,920.00	2,120.00	3,880.00	3,090.00	5,800.00	5,620.00	4,640.00	586.00	586.00	586.00	586.00	586.00	30,000.00	30,000.00
40 6104	0.00	0.00	0.00	0.00	0.00	25.00	0.00	195.00	195.00	195.00	195.00	195.00	1,000.00	1,000.00
40 6105	600.00	100.00	150.00	0.00	0.00	300.00	950.00	50.00	0.00	0.00	600.00	0.00	2,750.00	2,750.00
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	-
40 6151	0.00	0.00	0.00	0.00	0.00	0.00	1,003.36	0.00	0.00	0.00	0.00	0.00	1,003.36	1,003.36
40 6155	1,455.00	0.00	0.00	0.00	400.00	579.70	0.00	2,913.06	2,913.06	2,913.06	2,913.06	2,913.06	17,000.00	17,000.00
40 6156	92.92	25.00	97.12	0.00	0.00	973.12	0.00	1,162.37	1,162.37	1,162.37	1,162.37	1,162.37	7,000.00	7,000.00
40 6280	2,143.11	2,132.13	2,132.13	2,143.11	2,132.13	2,132.13	2,143.11	2,132.13	2,132.13	2,143.11	2,132.13	2,302.65	25,800.00	25,800.00
40 6285	29.73	0.00	15.07	0.00	42.15	23.55	0.00	300.00	300.00	289.50	0.00	0.00	1,000.00	1,000.00
40 6287	261.84	37.10	136.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.22	0.00	1,000.00	1,000.00
40 6270	15.49	71.33	0.00	0.00	0.00	126.06	28.39	49.53	49.53	49.53	49.53	49.56	500.00	500.00
40 6302	8,308.80	8,433.21	7,932.11	12,319.73	8,308.80	8,014.72	7,967.84	9,341.15	9,341.15	9,341.15	9,341.15	9,341.15	107,991.00	107,991.00
40 6306	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	400.00	400.00	400.00	2,000.00	2,000.00
40 6749	370.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	0.00	200.00	500.00	500.00
40 6545	0.00	0.00	0.00	0.00	711.70	33.73	0.00	485.18	485.18	485.18	485.18	485.20	5,000.00	5,000.00
40 6550	1,058.54	185.61	0.00	584.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00
40 6700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-
40 6701	3,736.21	3,753.27	3,786.39	3,850.41	3,807.45	3,827.28	3,843.85	3,879.03	3,879.03	3,879.03	3,879.03	3,879.02	46,000.00	46,000.00
40 6703	0.00	11,072.40	0.00	0.00	0.00	0.00	1,141.25	2,286.35	0.00	0.00	0.00	0.00	14,500.00	14,500.00
40 6750	370.00	0.00	0.00	0.00	0.00	0.00	1,480.00	2,030.00	2,030.00	2,030.00	2,030.00	2,030.00	12,000.00	12,000.00
40 6751	64.38	0.00	0.00	0.00	0.00	0.00	0.00	687.12	687.12	687.12	687.12	687.14	3,500.00	3,500.00
40 6802	75.00	0.00	0.00	221.41	0.00	338.35	58.66	476.32	476.32	476.32	476.32	476.30	3,000.00	3,000.00
40 6851	202.56	101.28	101.28	101.28	12.93	0.00	202.56	1,382.41	1,382.41	1,382.41	1,382.41	1,382.43	7,000.00	7,000.00
40 6905	504.52	219.65	178.61	158.07	198.07	203.26	539.07	617.44	617.44	617.44	617.44	617.44	4,100.00	4,100.00
40 6906	0.00	88.52	204.91	645.26	-7.59	0.00	0.00	611.78	611.78	611.78	611.78	611.78	6,000.00	6,000.00
40 6911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	250.00	0.00	4,000.00	4,000.00
40 6914	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00	2,500.00
40 8614	21,028.47	28,568.85	18,802.44	23,113.87	21,619.23	22,288.20	23,968.11	31,264.86	28,428.51	31,428.98	28,242.73	28,398.12	308,194.38	307,191.00
Total Public Works														
Other Expenses														
Administration Capital Outlay														
50 8150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
CH Improvements														
Total Debt Service														
Facilities														
50 8011	570.50	316.56	370.50	400.05	379.09	244.12	461.98	551.44	551.44	551.44	551.44	551.46	5,500.00	5,500.00
50 8013	476.46	0.00	0.00	476.46	113.17	0.00	476.46	0.00	0.00	476.46	0.00	480.99	2,500.00	2,500.00
50 8100	278.29	836.43	280.46	188.85	933.40	15.62	3,832.67	726.83	726.83	726.83	726.83	726.86	10,000.00	10,000.00
50 8101	664.26	0.00	1,425.00	2,901.61	105.00	88.14	2,207.10	521.58	521.58	521.58	521.58	521.57	10,000.00	10,000.00
50 8115	46.95	0.00	0.00	0.00	0.00	0.00	0.00	390.60	390.60	390.60	390.60	390.65	2,000.00	2,000.00
50 8116	1,372.20	1,817.25	2,075.96	3,967.07	1,530.66	348.88	6,978.19	11,190.45	2,190.45	2,866.91	2,490.45	2,671.53	39,300.00	39,300.00
Total Facilities														
Fund Transfers														
50 8200	0.00	0.00	0.00	0.00	0.00	187,732.90	0.00	0.00	0.00	0.00	0.00	0.00	187,732.90	-
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	-
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	-
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	-
Phase 2 Radio upgrade														
Total Dedicated Funds														
50 8300	488.50	488.50	488.50	488.50	488.50	488.50	488.50	488.50	488.50	488.50	488.50	1,074.50	6,448.00	6,448.00
Insurance														
Auto Liability														

**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2018-2019**

PERMITS	April - 19	Calendar Year 2019		Permit Valuations		April - 18	Calendar Year 2018		Permit Valuations	
	NUMBER	NUMBER	NUMBER	Permit Fee's	Permit Fee's	NUMBER	NUMBER	NUMBER	Permit Fee's	Permit Fee's
	6	15	1	\$1,450.00	\$773.00		5			
SINGLE FAMILY	0	4	17	\$11,328.90	\$74,804.65		27			
POOLS	0	0	0	\$0.00	\$400.00		1			
OTHERS	14	61	24	\$7,778.80	\$10,860.00		81			
TOTAL	20	80	42	\$20,557.70	\$86,837.65		114			



Community Waste Disposal.com
Since 1982



Apr 2019
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.

	Apr-19	Mar-19	Feb-19	Jan-19	Dec-18	Nov-18	Oct-18	Sep-18	Aug-18	Jul-18	Jun-18	May-18
Homes	1,438	1,432	1,425	1,416	1,405	1,399	1,393	1,385	1,385	1,354	1,348	1,324
Resi Rcy Tonnage	29.45	24.06	25.40	29.36	32.17	20.22	27.36	18.54	12.32	19.00	18.45	18.25
Pounds / Home / Month	40.96	33.60	35.65	41.47	45.79	28.91	39.28	26.77	26.77	28.92	34.81	41.26



CommunityWasteDisposal.com
Since 1987



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.

	Apr-19	Mar-19	Feb-19	Jan-19	Dec-18	Nov-18	Oct-18	Sep-18	Aug-18	Jul-18	Jun-18	May-18
Service Opportunities	12,453	12,401	12,341	12,263	12,167	12,115	12,063	11,994	11,865	11,726	11,674	11,466
Service Inquiries	2	1	0	3	1	1	2	1	17	5	0	2
Per 1,000 Service Opps	0.16	0.08	0.00	0.24	0.08	0.08	0.17	0.08	1.43498	0.43	0.00	0.17



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 04/01/2019 - 04/30/2019

Account	Address	Service Type	Service Code
105627-089	553 ADAMS LN	RESI-RECYCLE	NOTE
			Total
105627-404	273 ORBIT DR	RESI-YARD	NOTE
			Total
			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**

May 10, 2019

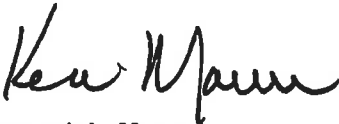
**Mayor Vicki Sanson
City of Lavon
P. O. Box 340
Lavon, Texas 75166**

Dear Mayor Sanson,

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

**April 2019
\$5,856.31**

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
 April 2019

City of Lavon #18

	Collections Month of April	Cumulative Total 10/1/18 thru 4/30/19	% of Collections
Current Tax Year Collections			
Base M&O	\$2,397.55	\$698,952.23	100.26%
Base I&S	2,529.70	\$737,465.19	
Late Rendition Penalty	0.00	\$98.82	
P&I M&O	178.85	\$472.66	
P&I I&S	188.74	\$498.05	
P&I I&S Bond			
Attorney Fee	0.00	\$0.00	
Other	0.00	\$73.20	
Subtotal	\$5,294.84	\$1,437,560.15	100.34%
Delinquent TaxYears Collections			
Base M&O	\$520.14	\$8,651.68	
Base I&S	27.64	\$294.75	
Late Rendition Penalty	0.00	\$59.69	
P&I M&O	13.69	\$1,900.91	
P&I I&S	0.00	\$49.32	
P&I I&S Bond			
Attorney Fee	0.00	\$289.13	
Other	0.00	0.00	
Subtotal	\$561.47	\$11,245.48	0.78%
Combined Current & Delinquent:			
Base M&O	\$2,917.69	\$707,603.91	
Base I&S	\$2,557.34	\$737,759.94	
Late Rendition Penalty	0.00	158.51	
P&I M&O	192.54	2,373.57	
P&I I&S	188.74	547.37	
P&I I&S Bond			
Attorney Fee	0.00	289.13	
Other	0.00	73.20	
Total Collections	\$5,856.31	\$1,448,805.63	101.12%
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
 April 2019

City of Lavon #18

	Collections thru April 2019		Collections thru April 2018	
		% Collections		% Collections
Current Tax Year Collections				
Base M&O	\$1,436,417.42	100.26%	\$1,274,426.78	98.80%
Late Renditon Penalty	98.82		130.29	
P&I M&O	970.71		1,646.31	
Attorney Fee	0.00		143.70	
Other	73.20		0.00	
Subtotal	<u>\$1,437,560.15</u>	100.34%	<u>\$1,276,347.08</u>	98.95%
Delinquent Tax Years Collections				
Base M&O	\$8,946.43		\$6,483.73	
Late Renditon Penalty	59.69		0.00	
P&I M&O	1,950.23		3,769.04	
Attorney Fee	289.13		1,771.16	
Other Fees	0.00		0.00	
Subtotal	<u>\$11,245.48</u>	0.78%	<u>\$12,023.93</u>	0.93%
Combined Current & Delinquent:				
Base M&O	\$1,445,363.85		\$1,280,910.51	
P&I M&O	2,920.94		5,415.35	
Late Rendition Penalty	158.51		130.29	
Attorney Fee	289.13		1,914.86	
Other	73.20		0.00	
Total Collections	<u>\$1,448,805.63</u>	101.12%	<u>\$1,288,371.01</u>	99.86%
Adjusted 2017 Tax Levy			<u>\$1,289,865.40</u>	100.00%
Original 2018 Tax Levy	<u>\$1,432,697.93</u>	100.00%		

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

Levy Outstanding Status Report
April 2019

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 3/29/19	\$22,300.60	6,387.47
Base M&O Collections	4,927.25	547.78
Supplement/Adjustments	-\$315.40	-\$136.71
Write-Off	0.00	0.00
Remaining Levy as of 4/30/19	<u>\$17,057.95</u>	<u>\$5,702.98</u>
Cumulative (From 10/01/18 thru 4/30/19)		
Original 2017 Tax Levy (as of 10/01/18)	\$1,432,697.93	8,660.76
Base M&O Collections	1,436,417.42	8,946.43
Supplement/Adjustments	20,777.44	5,988.65
Write-Off	0.00	0.00
Remaining Levy as of 4/30/19	<u>\$17,057.95</u>	<u>\$5,702.98</u>

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

Monthly Distribution Report
April 2019

City of Lavon #18

	Distribution Month of April	Distribution 10/1/18 thru 4/30/19
Weekly Remittances:		
Week Ending 4/5/19	\$3,526.66	\$58,697.34
Week Ending 4/12/19	\$286.28	\$405,179.25
Week Ending 4/18/19	\$0.00	\$341,972.57
Week Ending 4/26/19	\$2,043.37	\$90,586.71
Week Ending 4/30/19	\$0.00	\$551,587.64
Total Weekly Remittances	<u>\$5,856.31</u>	<u>\$1,448,023.51</u>
Overpayment from Prior Month	\$0.00	\$485.06
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$0.00	\$289.13
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$0.00	\$7.93
Total Disbursements	<u>\$5,856.31</u>	<u>\$1,448,805.63</u>
Carryover to Next Month	\$0.00	\$0.00

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

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

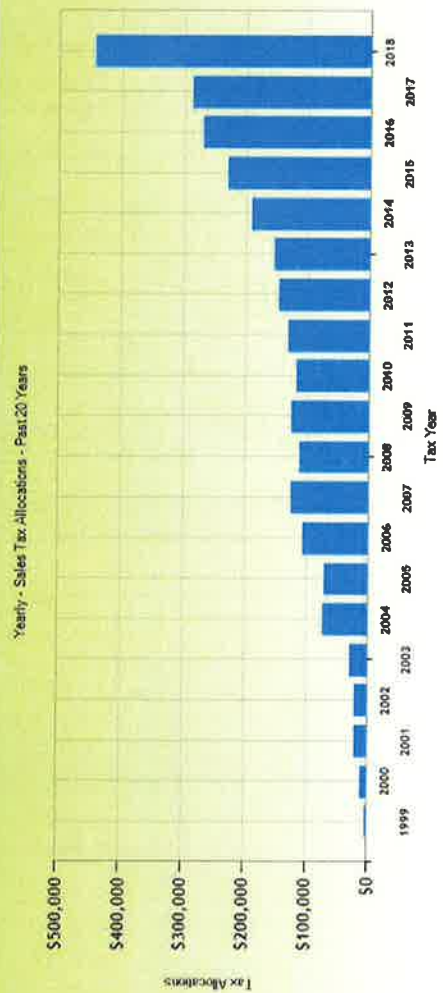
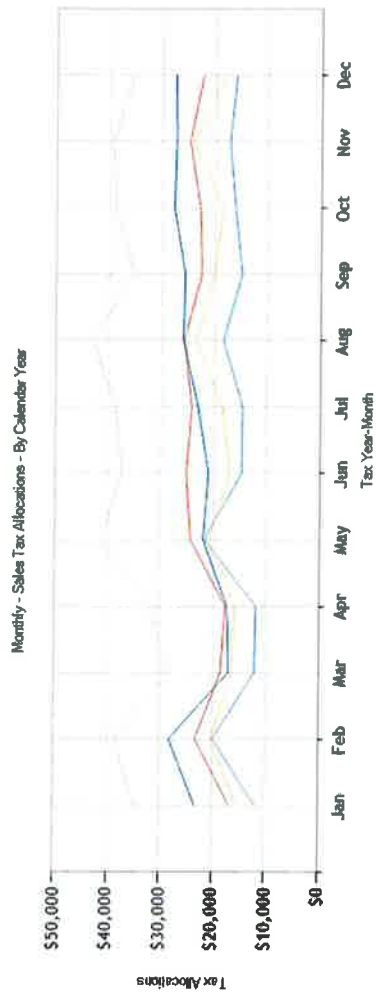
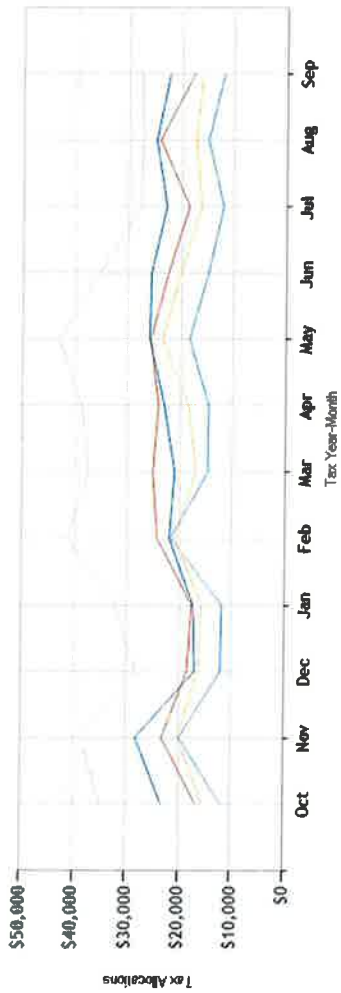
*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

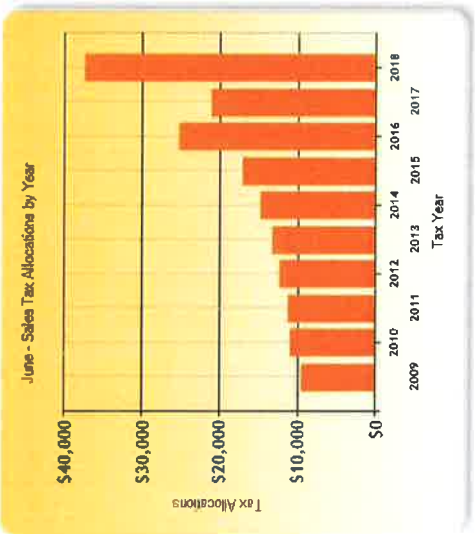
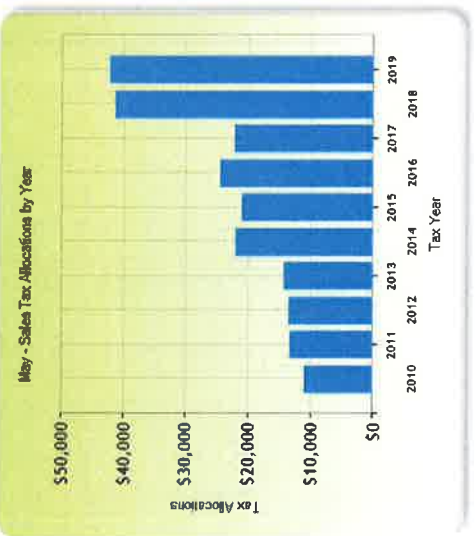
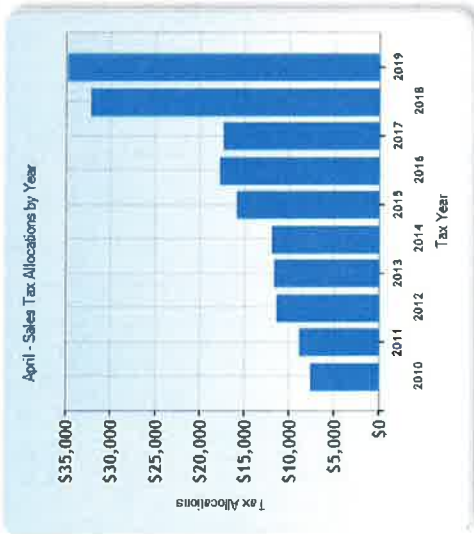
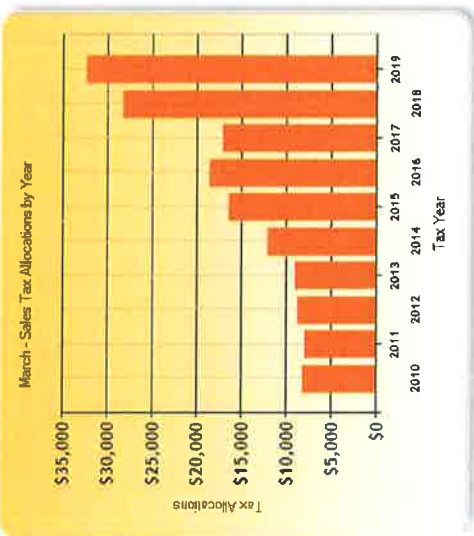
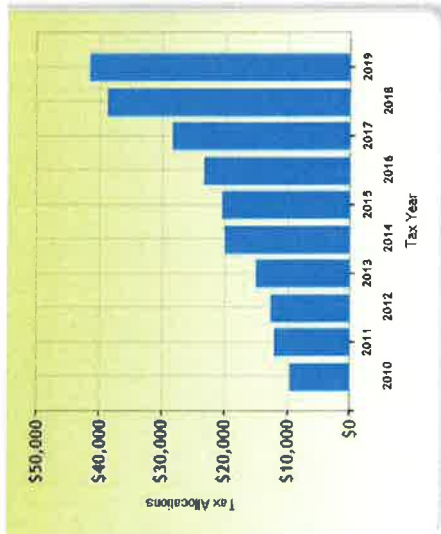
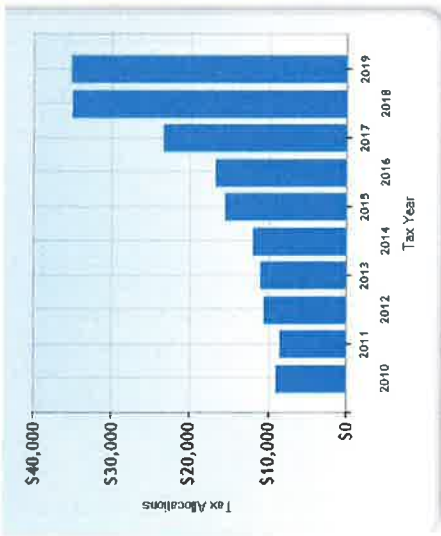
- View Grid Based on Fiscal Year
- View Grid With All Years

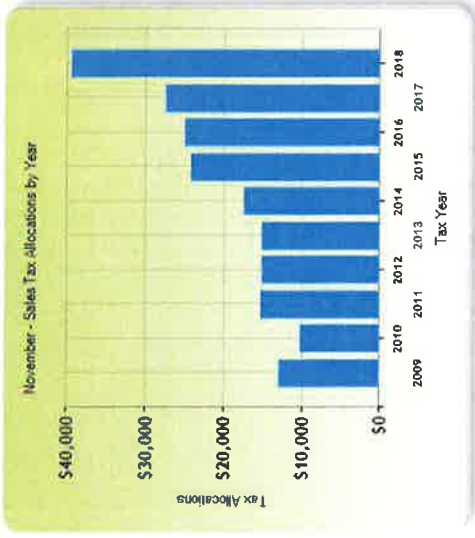
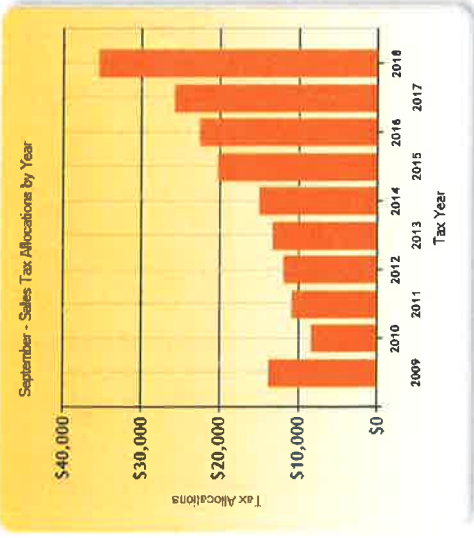
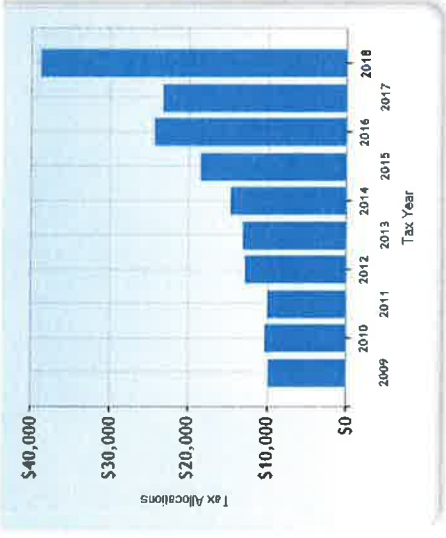
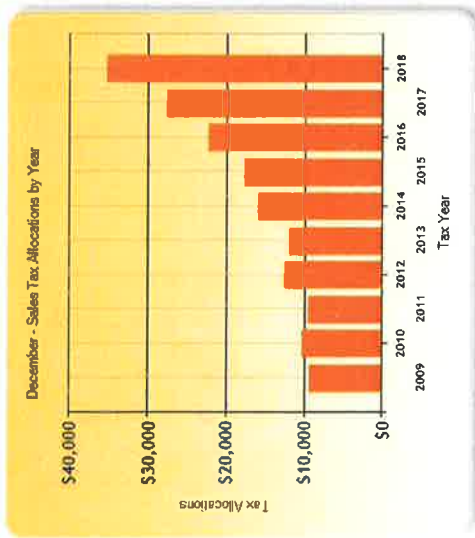
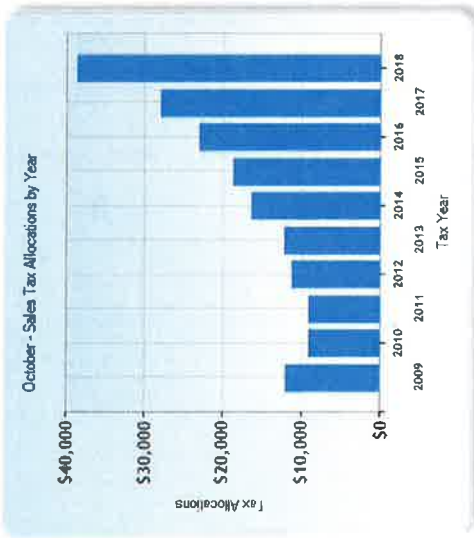
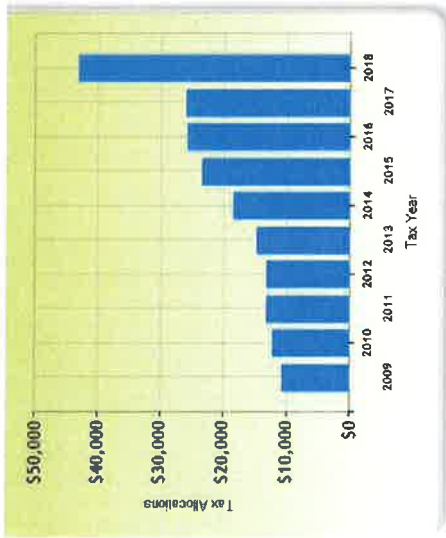
[Download to Excel](#)

By Calendar Year

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
1999	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270	\$270
2019	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186,167
2018	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$38,730	\$39,419	\$35,260	\$443,381
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









Monthly Newsletter - April 2019

Performance

As of April 30, 2019

Current Invested Balance	\$8,464,290,753.69
Weighted Average Maturity (1)	20 Days
Weighted Average Maturity (2)	98 Days
Net Asset Value	1.000004
Total Number of Participants	895
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$17,104,876.79
Management Fee Collected	\$413,104.85
% of Portfolio Invested Beyond 1 Year	9.37%
Standard & Poor's Current Rating	AAAm

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

April Averages

Average Invested Balance	\$8,377,029,822.99
Average Monthly Yield, on a simple basis	2.4243%
Average Weighted Average Maturity (1)*	26 Days
Average Weighted Average Maturity (2)*	101 Days

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

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

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

New Participants

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

★ Athens Economic Development Corp

★ Guadalupe Regional Medical Center

Holiday Reminders

In observance of **Memorial Day**, TexSTAR will be closed on **Monday, May 27, 2019**. All ACH transactions initiated on Friday, May 24th will settle on Tuesday, May 28th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

The risk asset rally continued into April as global equities continued soar, reaching new highs, and credit spreads tightened. Improvements in economic data combined with soft inflation prints bolstered the conviction that the cycle isn't quite over and alleviated near term recession fears. The Federal Reserve kept rates unchanged at 2.25%-2.50%, a move that was widening anticipated given rhetoric shift this year. Chair Powell emphasized that the committee does not see a strong case to move rates in either direction at this time. Tailwinds for growth are also building given the significant easing in financial conditions year to date as the Fed has turned to a neutral policy stance which should boost growth and help the housing market as well as other interest rate sensitive sectors. With the labor market moving increasingly tighter, we would expect gradual wage growth to continue and the pace to move higher above 3% as the year progresses. We also expect job growth to remain robust but the pace to slow gradually as the year progresses and the unemployment rate falls further.

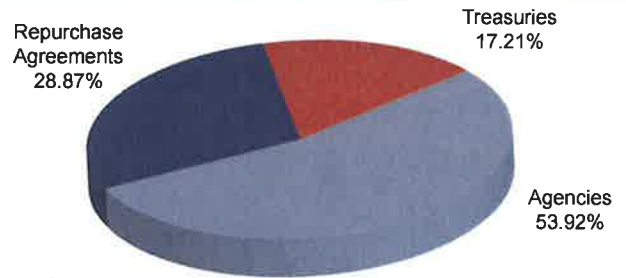
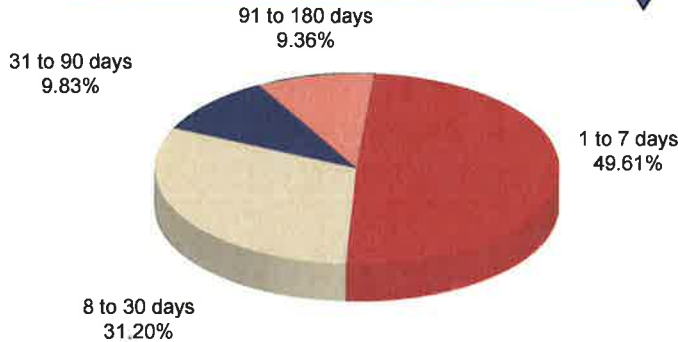
Government spending is expected to continue to contribute positively to growth through the first half of 2019. This will occur in tandem with an increase in the budget deficit which is expected to be nearly \$1 trillion in 2019. The Treasury has already ramped up issuance sufficiently in 2018 to fund this gap so little additional increase is necessary. The FOMC has indicated a strong preference to keep the current Federal Funds rate range (at 2.25 – 2.5%) unchanged. We expect the Fed to remain comfortable with this stance for most if not all of 2019. While growth is expected to be above trend and wages to glide higher, core PCE will not rise significantly enough above 2% to put pressure on the Fed to tighten policy in 2019. The most likely outcome is for the policy rate to remain unchanged in 2019 however we do not expect the growth or employment backdrop to deteriorate such that rate cuts would be necessary. In order for the Fed to shift back to a hiking bias, the Committee would need to see significant evidence that inflation is rising above the 2% objective as well as continued robust job growth, rising wages and above-trend GDP. In addition, more clarity on the balance of risks will be needed. This will take time and more data to determine the trajectory for the global and U.S. economy.

This information is an excerpt from an economic report dated April 2019 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

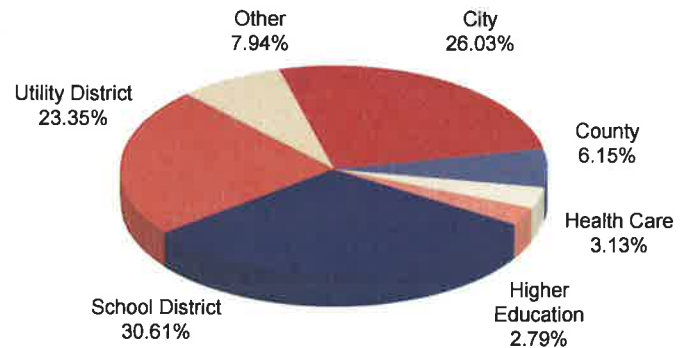
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of April 30, 2019



Portfolio by Maturity As of April 30, 2019



Distribution of Participants by Type As of April 30, 2019

Historical Program Information

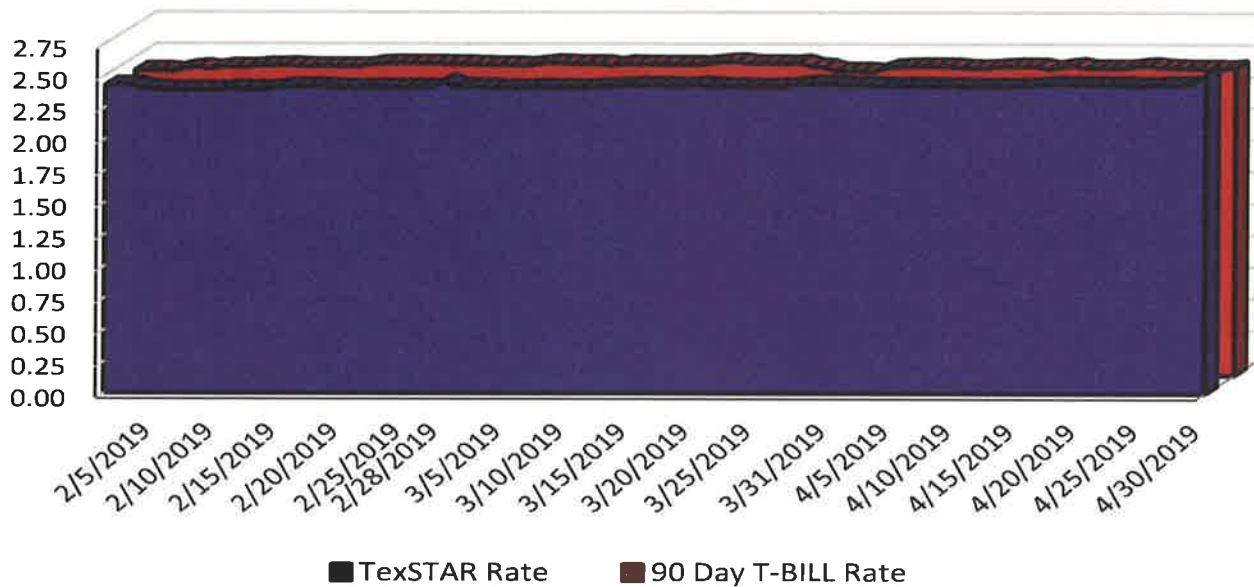
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Apr 19	2.4243%	\$8,464,290,753.69	\$8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888
Nov 18	2.2176%	6,683,233,268.87	6,682,898,473.43	0.999949	41	102	886
Oct 18	2.1615%	6,581,942,899.40	6,581,269,831.00	0.999897	41	101	884
Sep 18	1.9995%	6,458,418,968.50	6,458,002,746.78	0.999935	30	96	883
Aug 18	1.9225%	6,701,017,159.16	6,701,228,119.73	0.999971	24	91	879
Jul 18	1.8965%	6,837,425,331.68	6,837,427,966.67	1.000000	19	84	877
Jun 18	1.8300%	6,250,002,595.51	6,250,027,195.61	0.999991	26	99	874
May 18	1.7258%	6,489,773,533.02	6,489,474,005.73	0.999953	29	106	868

Portfolio Asset Summary as of April 30, 2019

	Book Value	Market Value
Uninvested Balance	\$ 2,892,725.69	\$ 2,892,725.69
Accrual of Interest Income	10,453,904.16	10,453,904.16
Interest and Management Fees Payable	(17,192,088.98)	(17,192,088.98)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,444,489,999.79	2,444,489,999.79
Government Securities	6,023,646,213.03	6,023,686,742.45
Total	\$ 8,464,290,753.69	\$ 8,464,331,283.11

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for April 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
4/1/2019	2.4236%	0.000066400	\$8,459,167,260.80	0.999975	32	107
4/2/2019	2.4250%	0.000066437	\$8,460,257,927.22	1.000000	31	106
4/3/2019	2.4223%	0.000066365	\$8,455,111,846.90	1.000004	30	105
4/4/2019	2.4167%	0.000066210	\$8,471,871,228.55	1.000010	30	104
4/5/2019	2.4162%	0.000066197	\$8,437,475,169.43	0.999987	27	102
4/6/2019	2.4162%	0.000066197	\$8,437,475,169.43	0.999987	27	102
4/7/2019	2.4162%	0.000066197	\$8,437,475,169.43	0.999987	27	102
4/8/2019	2.4163%	0.000066200	\$8,479,970,750.88	0.999985	27	101
4/9/2019	2.4145%	0.000066151	\$8,397,091,848.47	0.999990	26	101
4/10/2019	2.4140%	0.000066136	\$8,368,329,105.64	1.000010	26	100
4/11/2019	2.4109%	0.000066052	\$8,382,666,236.80	1.000008	25	99
4/12/2019	2.4115%	0.000066068	\$8,356,476,038.65	0.999998	23	97
4/13/2019	2.4115%	0.000066068	\$8,356,476,038.65	0.999998	23	97
4/14/2019	2.4115%	0.000066068	\$8,356,476,038.65	0.999998	23	97
4/15/2019	2.4159%	0.000066188	\$8,361,748,539.23	1.000001	25	99
4/16/2019	2.4190%	0.000066274	\$8,360,614,334.67	0.999999	29	105
4/17/2019	2.4286%	0.000066537	\$8,301,871,404.81	1.000010	28	105
4/18/2019	2.4278%	0.000066516	\$8,317,481,559.81	1.000006	26	101
4/19/2019	2.4278%	0.000066516	\$8,317,481,559.81	1.000006	26	101
4/20/2019	2.4278%	0.000066516	\$8,317,481,559.81	1.000006	26	101
4/21/2019	2.4278%	0.000066516	\$8,317,481,559.81	1.000006	26	101
4/22/2019	2.4232%	0.000066390	\$8,331,472,076.12	0.999998	25	101
4/23/2019	2.4261%	0.000066468	\$8,364,872,990.59	1.000002	25	100
4/24/2019	2.4198%	0.000066295	\$8,319,289,106.59	1.000006	24	100
4/25/2019	2.4175%	0.000066233	\$8,342,562,271.49	1.000012	23	102
4/26/2019	2.4286%	0.000066538	\$8,335,535,853.10	1.000012	23	100
4/27/2019	2.4286%	0.000066538	\$8,335,535,853.10	1.000012	23	100
4/28/2019	2.4286%	0.000066538	\$8,335,535,853.10	1.000012	23	100
4/29/2019	2.4362%	0.000066745	\$8,331,319,584.39	1.000001	22	100
4/30/2019	2.5183%	0.000068994	\$8,464,290,753.69	1.000004	20	98
Average	2.4243%	0.000066418	\$8,377,029,822.99		26	101



TexSTAR Participant Services
1201 Elm Street, Suite 3500
Dallas, TX 75270
1-800-839-7827

TexSTAR Board Members

William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas.
Monte Mercer	North Central TX Council of Government	Advisory Board
Becky Brooks	City of Grand Prairie	Advisory Board
Nicole Conley	Austin ISD	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	University of North Texas System	Advisory Board
Sandra Newby	Tarrant Regional Water District/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board



The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 1201 Elm Street, Suite 3500, Dallas, Texas 75270, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results.

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**CITY OF LAVON
 QUARTERLY INVESTMENT REPORT
 SECOND QUARTER
 FY 2018-19**

This quarterly report is prepared in compliance with the City of Lavon Investment Policy and the Texas Public Funds Investment Act (TX Gov Code, Ch. 2256)

Independent Bank

	<u>TIFF Collin County</u> <u>Jan-Mar</u>	<u>TIFF</u> <u>Jan-Mar</u>
Beginning Balance	\$ 195	\$ 399
Deposits	\$ -	\$ 187,733
Withdrawals	\$ -	\$ -
Interest Earned	\$ 0	\$ 16
Ending Balance	<u>\$ 195</u>	<u>\$ 188,148</u>

TexStar Investment Pool

	<u>TIFF Collin County</u> <u>Jan-Mar</u>	<u>TIFF</u> <u>Jan-Mar</u>	<u>Ser 2018 - Tax Note</u> <u>Jan-Mar</u>
Beginning Balance	\$ 414,220	\$ 741,669	\$ 2,647,108
Deposits	\$ -	\$ -	\$ -
Withdrawals	\$ -	\$ -	\$ 936,799
Interest Earned	\$ 2,458	\$ 4,401	\$ 12,243
Ending Balance	<u>\$ 416,678</u>	<u>\$ 746,070</u>	<u>\$ 1,722,552</u>

SUMMARY STATEMENT OF POSITION - 2nd QUARTER

Beginning Balance	\$ 3,803,592
Deposits	\$ 187,733
Withdrawals	\$ 936,799
Interest Earned	\$ 19,118
Ending Balance	<u><u>\$ 3,073,643</u></u>

The figures included in this report represent the beginning balance at the beginning of the quarter; deposits, withdrawals and interest earned during the quarter and the ending balance at the end of the quarter for each investment account.

The Summary Statement of Position represents the total of all investment accounts for the quarter.


 Accounting Administrator

5-7-2019
 Date


 City Administrator/City Secretary

5-7-2019
 Date

SH 205 North

CSJ:	0451-03-013	Schematic Approval:	August 30, 2017
Limits:	From North of John King Boulevard to SH 78	Environmental Clearance:	April 25, 2018
Estimated construction cost:	\$29 million	ROW Acquisition Complete:	October 2019
Project Description:	Widen from 2-lane rural to 4-lane urban divided with allowance for ultimate 6 lanes	Utility Relocations Complete:	October 2020
Firm & Key Contact:	Halff Associates, Jeremy McGahan	100% Plans to Austin:	June 2020
TxDOT Contact:	Jennifer Vorster	Ready to Let Date:	October 2020

Current Activity:

- **Schematic:** Schematic was approved on August 30, 2017. Minor revisions were made to the schematic following the public hearing; revised schematic has been approved.
- **PS&E:** TxDOT developing PS&E in house. The 30% plans are complete. TxDOT continues work on 60% design. Anticipate submittal of 60% plans this summer.
- **ROW:** There are 66 parcels for acquisition; 65 in negotiations; and 1 in appraisal.

