



**AGENDA  
DECEMBER 20, 2022  
LAVON CITY COUNCIL  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
REGULAR MEETING  
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. ITEMS OF INTEREST/COMMUNICATIONS**

*Members may identify community events, functions, and other activities.*

- 4. CITIZENS COMMENTS**

*Citizens may provide comments (3-minute time limit/person). The response regarding items that are not on the agenda may be to request items be placed on a future agenda or referred to city staff.*

- 5. SPECIAL RECOGNITION**

- Municipal Court Judge Andrew Leonie
- Home Rule Charter Commission

- 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 December 6, 2022 meeting.
- B. Approve Resolution No. **2022-12-02** approving and authorizing the city manager to execute a proposal and agreement with General Code LLC for the creation, annual maintenance, and management of an interactive zoning map for an amount not to exceed \$7,840.00.
- C. Approve Resolution No. **2022-12-03** approving and authorizing the city manager to execute a service agreement with Sweeping Corporation of America, LLC for street sweeping services along SH 78 for a unit price of \$140.00 per curb mile subject to approval of the city attorney and authorize the Director of Public Works to schedule service as determined necessary.

- 7. ITEMS FOR CONSIDERATION**

- A. Discussion and action regarding Ordinance No. **2022-12-05** amending the City's Code of Ordinances Chapter 11, "Traffic and Vehicles", Article 11.03, "Parking," to provide for a temporary extended hours parking permit; providing for savings and severability clauses; providing for publication; and providing for an effective date of this ordinance.
- B. Discussion and action regarding Ordinance No. **2022-12-06** adopting rules and regulations for the administration of the city's Board of Adjustment by amending the City's Code of Ordinances Chapter 2, "Administration and Personnel", Article 2.06, "Boards and Commissions," Division 3 "Board of Adjustment", by amending Section 2.06.061 and adding Section 2.06.062; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.
- C. Discussion and action regarding Ordinance No. **2022-12-07** amending Ordinance No. **2021-09-02**, that approved and adopted a budget for the City for the fiscal year October 1, 2021 through September 30, 2022 to amend adopted revenues and expenditures of the budget to reconcile the transition to an updated chart of accounts; and declaring an effective date.

- D. Discussion and action regarding Ordinance No. 2022-12-08 amending Ordinance No. 2022-08-06, that approved and adopted a budget for the City for the fiscal year October 1, 2022 through September 30, 2023 to amend adopted revenues and expenditures of the budget to reconcile the transition to an updated chart of accounts; and declaring an effective date.
- E. Discussion and action regarding the selection of the proposal for depository bank services submitted by Independent Financial and authorization for the Mayor and City Attorney to negotiate a contract with the selected provider.
- F. Discussion and action to nominate and appoint a Mayor Pro-Tempore for a term that expires in November 2023
- G. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

**8. DEPARTMENT REPORTS**

*Members may receive and discuss the reports.*

- A. Police Services – Service, activity, programs, and administration report
- B. Fire Services – Service, activity, programs, and administration report
- C. Public Works Services – Capital Improvement Plan, utilities, capital projects, public works, and street maintenance report
- D. Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; TxDOT Projects Report; board and commission appointments; finance report, and administration and staff reports.

**9. EXECUTIVE SESSION**

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

**10. RECONVENE INTO REGULAR SESSION**

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

**11. SET FUTURE MEETINGS AND AGENDA**

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

January 3, 2022 – Regular Meeting

**12. PRESIDING OFFICER TO ADJOURN THE MEETING**

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

This is to certify that this Agenda was duly posted on the City’s website at [www.cityoflavon.com](http://www.cityoflavon.com) and at City Hall and on or before 6:00 PM on December 16, 2022.

*/ Rae Norton /*

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Rae Norton, City Secretary



**MINUTES  
DECEMBER 6, 2022  
LAVON CITY COUNCIL  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
REGULAR MEETING  
7:00 PM**

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ATTENDING: VICKI SANSON, MAYOR  
JOHN KELL, MAYOR PRO TEM, PLACE 1  
KAY WRIGHT, PLACE 3  
TED DILL, PLACE 4  
LINDSEY HEDGE, PLACE 5

ABSENT: MIKE COOK, PLACE 2

**1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**

**2. ISSUANCE OF OATH OF OFFICE TO NEWLY ELECTED CITY COUNCIL MEMBERS**

Mayor Sanson administered the Oaths of Office to John Kell, Place 1; Kay Wright, Place 3; and Lindsey Hedge, Place 5.

**3. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND DELIVERED THE INVOCATION.**

**4. ITEMS OF INTEREST/COMMUNICATIONS**

- LEDC Shop Lavon Coupon November 13-December 16, 2022
- NCTCOG Grease Round Up at City Hall now through January 9, 2023.

**5. CITIZENS COMMENTS**

Trent Rickman, 609 Austin, Ave. presented a request to increase the amount of time permitted for parking a boat and/or trailer on a city street. City Administrator Kim Dobbs volunteered to follow up with Mr. Rickman regarding his request.

**6. CONSENT AGENDA**

- A. Approve the minutes of the November 15, 2022 meeting.**
- B. Approve the minutes of the November 17, 2022 meeting.**
- C. Approve Ordinance No. 2022-12-01 approving the 2021 Tax Roll Summary for the City of Lavon as presented by the Collin County Tax Assessor collector's Office.**

**MOTION: APPROVE THE CONSENT AGENDA.**

MOTION MADE: KELL

SECONDED: DILL

APPROVED: UNANIMOUS (Absent: Cook)

**7. ITEMS FOR CONSIDERATION**

- A. Discussion, and action Ordinance No. 2022-12-02 adopting the Home Rule Charter approved by the majority of qualified voters of the City of Lavon on November 8, 2022; providing for the incorporation of findings; providing for certification to the Secretary of State; providing a severability clause; determining compliance with Texas Open Meeting Laws; and providing an effective date.**

Ms. Dobbs provided information regarding the Special Election held on November 8, 2022, to submit the Home Rule Charter to the voters and detailed the results of the election.

**MOTION: APPROVE ORDINANCE NO. 2022-12-02 ADOPTING THE HOME RULE CHARTER APPROVED BY THE MAJORITY OF QUALIFIED VOTERS OF THE CITY OF LAVON ON NOVEMBER 8, 2022; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING FOR CERTIFICATION TO THE SECRETARY OF STATE; PROVIDING A SEVERABILITY CLAUSE; DETERMINING COMPLIANCE WITH TEXAS OPEN MEETING LAWS; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: WRIGHT  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook)

- B. Discussion, and action regarding the final plat of the Trails of Lavon Addition, Phase 3 for 250 residential lots, 8 open space tracts on 63.729 acres of land, situated in the Drury Anglin Survey, A-2 southwest of the intersection of CR 483 and Presidents Blvd., Lavon, Collin County, TX (CCAD Property ID 1249982).**

Ms. Dobbs provided a report from the Planning and Zoning Commission and developer representative Bryan Moody, Kimley-Horn provided information regarding the final plat of the Trails of Lavon Addition.

**MOTION: APPROVE THE FINAL PLAT OF THE TRAILS OF LAVON ADDITION, PHASE 3 FOR 250 RESIDENTIAL LOTS, 8 OPEN SPACE TRACTS ON 63.729 ACRES OF LAND, SITUATED IN THE DRURY ANGLIN SURVEY, A-2 SOUTHWEST OF THE INTERSECTION OF CR 483 AND PRESIDENTS BLVD., LAVON, COLLIN COUNTY, TX SUBJECT TO THE CITY ENGINEER’S APPROVAL.**

MOTION MADE: WRIGHT  
SECONDED: DILL  
APPROVED: UNANIMOUS (Absent: Cook)

- C. Public hearing, discussion, and action regarding a proposed amendment of Chapter 9 “Planning and Development Regulations”, Article 9.03 “Zoning Ordinance”, Division 2 “Districts and Zoning District Map” and Division 6 “Regulations Applicable to Mixed Use and Nonresidential Districts” of the Code of Ordinances of the City of Lavon, by amending the city’s regulations regarding Planned Development Districts in the city; providing a penalty clause not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; providing savings, repealing and severability clauses; proving for publication; providing for an effective date; and finding and determining the meeting at which this ordinance is adopted to be open to the public as required by law.**

**PRESENTATION of proposed amendment.**

Ms. Dobbs provided information regarding the proposed amendment and intention to clarify and improve the current Planned Development district regulations.

**PUBLIC HEARING to receive comments regarding the annexation.**

Mayor Sanson opened the public hearing at 7:19 p.m. and invited comments in favor of or opposition to the request. There being no comments, Mayor Sanson closed the public hearing at 7:19 p.m.

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

Ms. Dobbs provided a report from the Planning and Zoning Commission and noted that the public hearing notice was published in accordance with state law.

**MOTION: APPROVE ORDINANCE NO. 2022-12-03 AMENDING CHAPTER 9 “PLANNING AND DEVELOPMENT REGULATIONS”, ARTICLE 9.03 “ZONING ORDINANCE”, DIVISION 2 “DISTRICTS AND ZONING DISTRICT MAP” AND DIVISION 6 “REGULATIONS APPLICABLE TO MIXED USE AND NONRESIDENTIAL DISTRICTS” OF THE CODE OF ORDINANCES OF THE CITY OF LAVON, BY AMENDING THE CITY’S REGULATIONS REGARDING PLANNED DEVELOPMENT DISTRICTS IN THE CITY; PROVIDING A PENALTY CLAUSE NOT TO EXCEED THE**

**SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

MOTION MADE: KELL  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Cook)

**D. Discussion and action to nominate and appoint a Mayor Pro-Tempore for a term that expires in November 2023.**

Mr. Dill nominated Mr. Kell and Ms. Wright expressed her desire to be nominated for the one-year term.

FOR JOHN KELL: KELL, DILL,  
FOR KAY WRIGHT: WRIGHT, HEDGE

The consensus of Mayor Sanson and the Council was to defer action on the item to the next meeting.

**E. Discussion and action regarding the award of the construction contract for the City of Lavon Bently Farms, Phase 1 (CIP-24) Construction Project and Resolution No. 2022-12-01 approving and authorizing the Mayor to execute a construction contract with North Texas Contracting, Inc. in the amount of \$1,645,022.00 with 160 calendar days to construct; and providing an effective date.**

Mark Hill, Freeman Millican, Inc., provided information regarding the CIP Construction project.

**MOTION: AWARD THE CONSTRUCTION CONTRACT FOR THE BENTLY FARMS, PHASE 1 (CIP-24) CONSTRUCTION PROJECT AND RESOLUTION NO. 2022-12-01 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH NORTH TEXAS CONTRACTING, INC. IN THE AMOUNT OF \$1,645,022.00 WITH 160 CALENDAR DAYS TO CONSTRUCT; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: HEDGE  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook)

**F. Discussion and action regarding the acceptance of the public infrastructure of the Victory at Lavon Addition.**

Ms. Dobbs provided information regarding the Victory at Lavon Addition.

**MOTION: ACCEPT THE PUBLIC INFRASTRUCTURE OF THE VICTORY AT LAVON ADDITION SUBJECT TO THE CITY ENGINEER'S APPROVAL.**

MOTION MADE: DILL  
SECONDED: HEDGE  
APPROVED: UNANIMOUS (Absent: Cook)

**G. Discussion and action regarding acceptance of the public sanitary sewer infrastructure for the Elevon Section 1, Phase 2A and Phase 2B Additions.**

Mark Hill, Freeman Millican, Inc., provided information regarding the sanitary sewer infrastructure for the Elevon Section 1, Phase 2A and 2B additions.

**MOTION: ACCEPT THE PUBLIC SANITARY SEWER INFRASTRUCTURE FOR THE ELEVON SECTION 1, PHASE 2A AND PHASE 2B ADDITIONS SUBJECT TO THE CITY ENGINEERS APPROVAL.**

MOTION MADE: WRIGHT  
SECONDED: KELL  
APPROVED: UNANIMOUS (Absent: Cook)

- H. Discussion and action regarding Ordinance No. 2022-12-04 acknowledging the council manager form of government by amending Chapter 1 “General Provisions”, Article 1.01 “Code of Ordinances”, Section 1.01.004 “Definitions” of the City’s Code of Ordinances; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law and the appointment of a city manager.**

Ms. Dobbs provided information regarding the form of government provided for in the adopted Home Rule Charter and the proposed amendment.

**MOTION: APPROVE ORDINANCE 2022-12-04 ACKNOWLEDGING THE COUNCIL MANAGER FORM OF GOVERNMENT BY AMENDING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.01 “CODE OF ORDINANCES”, SECTION 1.01.004 “DEFINITIONS” OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW AND APPOINT KIM DOBBS TO SERVE AS CITY MANAGER.**

MOTION MADE: DILL  
SECONDED: HEDGE  
APPROVED: UNANIMOUS (Absent: Cook)

- I. Discussion regarding Code of Ordinance updates and anticipated actions related to the adoption of the Home Rule Charter, including but not limited to the appointment of a Board of Adjustment.**

Ms. Dobbs provided information regarding the implications of the Home Rule Charter passage on the Code of Ordinances, citing as an example the need to appoint a Board of Adjustment.. The City Council was encouraged to invite and recommend volunteers for appointment.

- J. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.**

No action was taken.

**8. EXECUTIVE SESSION**

The City Council did not convene into executive session.

**9. RECONVENE INTO REGULAR SESSION**

**10. SET FUTURE MEETINGS AND AGENDA.**

December 20, 2022 - Regular Meeting

**11. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 7:53 P.M.**

**DULY PASSED and APPROVED** by the City Council of Lavon, Texas, on this 20<sup>th</sup> day of December 2022.

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Vicki Sanson, Mayor

**ATTEST:**

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Rae Norton, City Secretary



# CITY OF LAVON

## Agenda Brief

**MEETING: December 20, 2022**

**ITEM: 6 - B**

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2022-12-02 approving and authorizing the city manager to execute a proposal and agreement with General Code LLC for the creation, annual maintenance, and management of an interactive zoning map for an amount not to exceed \$7,840.00.

**Background:**

The City contracts with Franklin Legal for the codification and online hosting of the City's Code of Ordinances. Franklin Legal is associated with General Code, LLC, a firm that offers an array of municipal code services. The City secured a proposal from the General Code, LLC., for integrated interactive maps (MapLink) that will connect to the city's Zoning Code and aide prospective developers, particularly commercial real estate prospects, with answers regarding use of specific property.

City Staff contacted cities using MapLink and received positive reviews of the service. For the services offered, the proposal is very reasonable.

**Financial Implication:**

**The proposed fee is as follows:**

Project Build Price	\$5,995
MapLink Annual Maintenance	\$1,595
<u>Project Management Fee</u>	<u>\$250</u>
Total Investment 2022-23	\$7,840

***Staff Notes:***

Approval of the agreement with direction to include the expenditure in a budget amendment is recommended.

**Attachments:** Proposed Resolution and Proposal Packet

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-12-02**

General Code – MapLink Interactive Map Service

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL AND AGREEMENT WITH GENERAL CODE LLC FOR THE CREATION, ANNUAL MAINTENANCE, AND MANAGEMENT OF AN INTERACTIVE ZONING MAP FOR AN AMOUNT NOT TO EXCEED \$7,840.00.**

**WHEREAS**, the City Council has reviewed the proposed agreement and proposal and determined that it is necessary and in the best interests of the City of Lavon to approve the proposal for interactive mapping services.

**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 city manager to execute a Proposal and Agreement with General Code LLC for the creation, annual maintenance, and management of an interactive zoning map for an amount not to exceed \$7,840.00 attached hereto and incorporated herein as Exhibit “A”.

**SECTION 2.** This resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 20<sup>th</sup> day of December 2022.

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

ATTEST:

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

**CITY OF LAVON, TEXAS  
RESOLUTION NO. 2022-12-02**

**EXHIBIT A**

**PROPOSAL AND AGREEMENT**



**MapLink**<sup>™</sup>  
powered by ZoningHub<sup>™</sup>

PREPARED FOR:

City of Lavon, Texas

PREPARED BY:

**FAYE MOORE**

CODIFICATION ACCOUNT MANAGER

fmoore@generalcode.com

800.836.8834

DATE:

December 7, 2022

(Valid for six months)

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# Executive Summary

## Situation Analysis

Based on discussions with the City of Lavon, it is our understanding that the City would like to encourage economic growth by making it easier for business and property owners, planners, developers, and constituents to access and use the City's Zoning Ordinance. *MapLink* makes it simple for users to find specific property information by presenting your Zoning regulations in an interactive map\* powered by *ZoningHub*. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use.

## Our Solution

Our *MapLink* solution for Lavon includes:

- > **An Interactive Zoning Map**  
Using the City's existing GIS shape files, we will create an interactive Zoning Map that business and property owners can easily search to find essential Zoning information, such as dimensional requirements, allowable uses, and zoning districts.
- > **Clickable links to your full Zoning Ordinance**  
As necessary, we will embed links into your *MapLink* site that drive users from condensed Zoning information to your full Zoning Ordinance.

\*It is important to note that *MapLink* is not a replacement for your Zoning Ordinance; instead it is an additional interactive tool that will save time and answer Zoning questions.

\*\*The adoption of an entirely new Zoning Ordinance shall result in additional setup charges not included in the annual maintenance fee. Prior to adopting a new Zoning Ordinance, contact General Code® for a detailed estimate.

## Solution Benefits

With *MapLink*, it is easier than ever for users to find the information they need to keep their projects moving forward. Users can click the map to quickly zoom into an individual parcel and examine Zoning requirements in greater detail, or search for properties in your municipality based on intended land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, growing your community.

## Who Benefits?

1. **Business Owners**—Current and prospective business owners will be able to find the zoning information they need to open and grow their businesses.
2. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date, and understandable format.
3. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens, architects, real estate agents, business owners and other municipal officials.
4. **Planners/Developers**—Your *MapLink* site will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives.

## Lavon's Investment

The price of *General Code*'s recommended solution will be \$7,840.

A detailed breakdown of the investment and available options can be found in the Investment Details and Special Considerations section on page 11.

# Scope of Services

The services described below outline the scope of work that will be performed as part of this project, including roles and responsibilities for both the City and *General Code*. Because your *MapLink* project is custom and collaborative in nature, there may be some variability in the execution of individual tasks. However, the results of each task will be as described.

## Review Files

Before the project begins, the City will supply access to your Zoning Ordinance as well as the set of online files needed to build the interactive Zoning Map, as described in the table below. The files must be configured consistent with industry standards, such as:

1. A REST connection link for each map layer
2. Esri ArcGIS Shapefiles

Initial Build	Description
Required	Municipal boundary
Required	Parcel Map with the following associated data: Parcel ID Number, Parcel Acreage, and Property Owner Name (optional).
Required	Base Zoning Districts
Optional	Overlay districts, if any
Optional	Other relevant Shapefiles, if any (e.g., Tax Increment Districts, Business Improvement Districts, Economic Development Zones)

Please consult your GIS or IT Department for the above files if necessary. If the City needs support in creating or formatting files, *General Code* may be able to provide technical assistance. All files must be reviewed and approved by *General Code* before the project launch can be authorized. If upon review it is determined that the City does not have the requisite zoning shapefiles, the City will be referred to our GIS services partner, Fisher Associates, for a quote.\* The City is responsible for all costs associated with acquiring the required GIS files; any fees billed by a third party for access required GIS files are not included in the project price.

\*PLEASE NOTE: Fisher will invoice the City directly for any work that is required (in addition to *General Code's* Initial Build and Maintenance charges). The City may use their vendor of choice for this work but will be strongly encouraged to use Fisher.

## Site Initiation

Upon launch authorization, *General Code* will initialize the City's new *MapLink* site, using the custom web address selected for the City. Once the site is initialized, *General Code* will begin the initial build process.

## Initial Build

### Task 1: Site Configuration

*General Code* will complete the initial build of the City's new *MapLink* site as described in the table below. Both the included pages and the optional pages will be configured as part of the initial build.

ZoningHub Page	Initial Build	Description
Home	Included	Obtain and post a custom background image
Zoning Map	Included*	Link / upload map elements to create the interactive Zoning Map
General Definitions	Included	Add content derived from the Zoning. Images can be added to selected definitions at no additional cost
Land Uses	Included	Add content derived from the Zoning. Images can be added to selected land uses at no additional cost
Dimensional Standards	Included	Add content derived from the Zoning
Zoning Districts	Included	Add content derived from the Zoning
General Requirements	Optional	Add content derived from the Zoning and other sections of the municipal Code that relate to land use and development
Procedures	Optional	Procedures will need to be provided by the City

\*See the Review Files section above.

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### Task 2: Implementation Strategy

*General Code* will work with the City to determine which optional pages will be implemented as part of the initial build. Based on your preferences, *General Code* will prepare recommendations for adding any remaining optional pages in the future.

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### Task 3: Data Conversion

Using the City's Zoning Ordinance that is in effect as of the project start date, *General Code* will extract the essential elements from your Zoning Ordinance and display them in context in the *MapLink* interactive Zoning Map.

During this process, the City may be asked to provide input and clarification on any elements that require interpretation. Successful and timely completion of this task will be contingent on the City providing the requested information in a timely manner.

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#### **Task 4: Signoff**

Upon completion of the Data Conversion, *General Code* will submit instructions to the City's designated contact person to review and sign off on the initial build.

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#### **Task 5: Launch Support**

Along with the launch, *General Code* will provide basic training to City staff on how to use the site. Training will be conducted by a *General Code* technician using remote collaboration software such as GoToMeeting or WebEx and is expected to take one to two hours. Additional training can be made available as needed.

Because *MapLink* is a standalone site, the City will want to add a link on the municipal website to its *MapLink* site, so that your community can find and use your interactive Zoning Map. Additionally, we will provide a press release template that the City can customize and distribute to local media outlets to inform residents and business owners about *MapLink*.

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### **Your Responsibilities**

The City will be responsible for providing *General Code* with all amendments to your Zoning, which will be used to update your *MapLink* site. We recommend that the City submit all Zoning amendments as they are adopted in an effort to reflect the most accurate information on your *MapLink* site.

Additionally, the City is responsible for communicating to *General Code* any inconsistencies or errors found in your *MapLink* site.

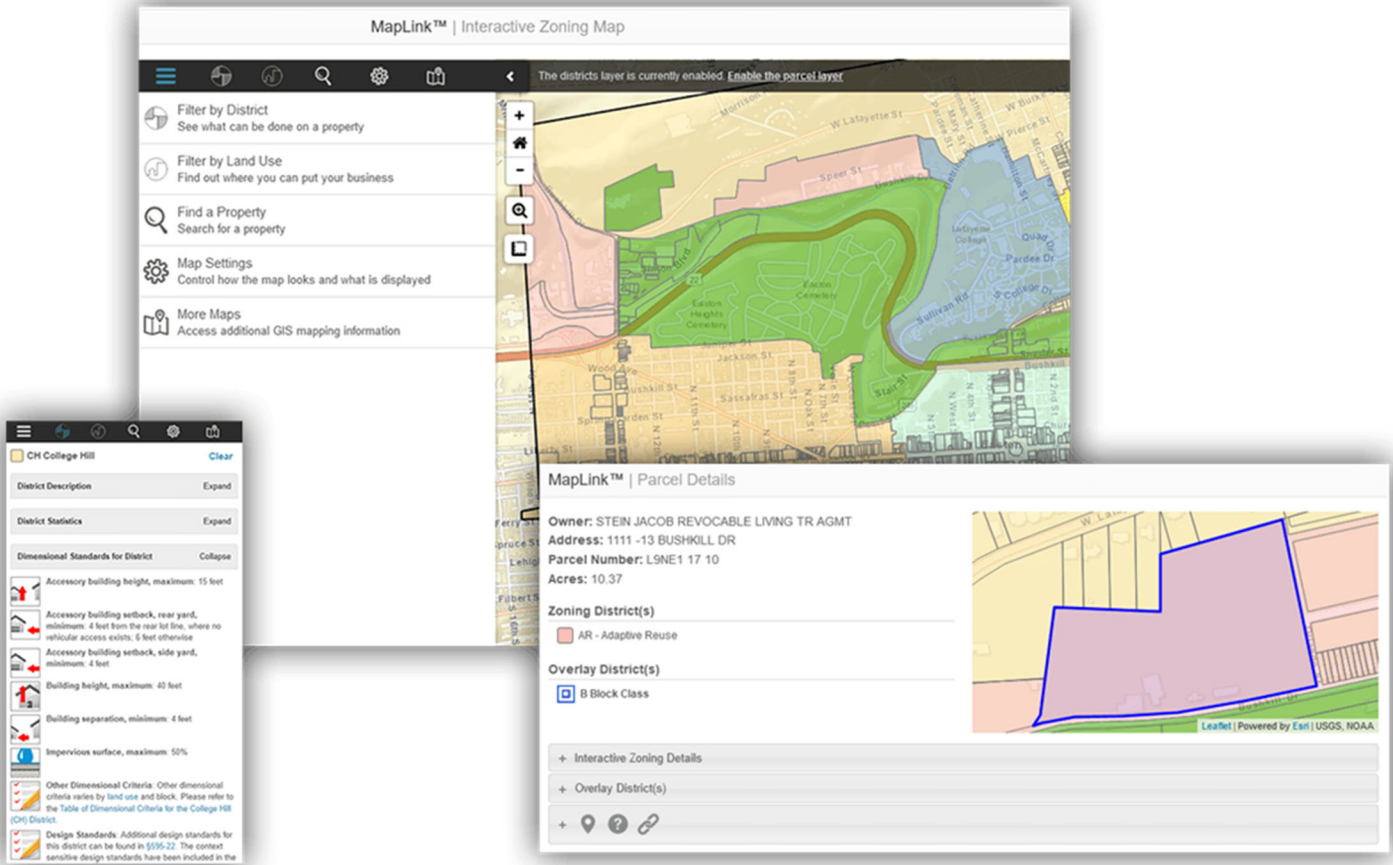
**Our standard timeframe for routine updates to your *MapLink* site is 2 business days.**

### **Liability**

The scope of this project does not include codification or editorial services, and, therefore, *General Code* will not be held responsible for the accuracy of your Zoning regulations or their representation on your *MapLink* site.

Because *General Code* will be maintaining only your *MapLink* site, we cannot guarantee that the information in *MapLink* will always match your online Zoning Ordinance. It is important to keep in mind that your *MapLink* site will not update simultaneously as your Zoning is supplemented nor will your Zoning Ordinance be updated simultaneously with your *MapLink* site. We will work with you to make certain that changes on the separate sites are kept in sync as closely as possible.

# Sample Screens



## Performance and Payment Schedule

Milestone	Performance Target	Payment
<b>Signing</b>	Signing of Contract	50% of Initial Build
<b>Initial Site Build and Annual Fee</b>	Code Content Integration within 90 days of Signing	40% of Initial Build + 100% of First Annual Fee
<b>Go Live</b>	30 days after Soft Launch	10% of Initial Build + Project Management Fee

Performance schedule reflects only business days excluding legal holidays.

# Communities with *MapLink*

The following communities have *MapLink* projects in progress or already completed. Please feel free to explore these *MapLink* sites.

## Completed Projects

- City of Justin, TX (Denton County)  
<https://ju4224.zoninghub.com/>
- City of Hurst, TX (Tarrant County)  
<https://hu4021.zoninghub.com/>
- Borough of Gettysburg, PA (Adams County)  
<https://ge2335.zoninghub.com/>
- Township of Ross, PA (Allegheny County)  
<https://ro2521.zoninghub.com/>
- Township of Middletown, PA (Bucks)  
<https://mi2390.zoninghub.com/>
- Township of Lower Southampton, PA (Bucks)  
<https://lo0148.zoninghub.com/>
- Township of Easttown, PA (Chester County)  
<https://ea3052.zoninghub.com/>
- Township of Lower Allen, PA (Cumberland County)  
<https://lo1571.zoninghub.com/>
- Township of Tredyffrin, PA (Chester County)  
<https://tr1485.zoninghub.com/>
- Township of Upper Chichester, PA (Chester County)  
<https://up1263.zoninghub.com/>
- Township of West Goshen, PA (Chester County)  
<https://we0457.zoninghub.com/>
- Township of West Whiteland, PA (Chester County)  
<https://we2141.zoninghub.com/>
- Borough of Emmaus, PA (Lehigh County)  
<https://em3676.zoninghub.com/>
- Township of Middle Smithfield, PA (Monroe County)  
<https://mi1644.zoninghub.com/>
- Township of Upper Providence, PA (Montgomery County)  
<https://up1236.zoninghub.com/>
- Township of Whitemarsh, PA (Montgomery County)  
<https://wh0819.zoninghub.com/>
- City of Easton, PA (Northampton County)  
<https://easton-pa.zoninghub.com/>
- Town of Wrentham, MA (Norfolk County)  
<https://wr4159.zoninghub.com/>
- Town of Manilus, NY (Onondaga County)  
<https://ma1592.zoninghub.com/>
- City of Crestwood, MO (St. Louis County)  
<https://cr3957.zoninghub.com/>
- City of Fenton, MO (St. Louis County)  
<https://fe3298.zoninghub.com/>
- City of Eureka, MO (St.. Louis County)  
<https://eu3292.zoninghub.com/>
- City of Lake St. Louis (St. Charles County)  
<https://la3340.zoninghub.com/>
- Village of Mazomaine, WI (Dane County)  
<https://ma2209.zoninghub.com/>
- City of Gunter, TX (Grayson County)  
[City of Gunter - Interactive Map New \(zoninghub.com\)](https://City of Gunter - Interactive Map New (zoninghub.com))

## Projects in Process

City of Bee Cave, TX (Travis County)

City of Tahlequah, OK (Cherokee County)

Township of West Bradford, PA (Chester County)

Township of Schuylkill, PA (Chester County)

Township of Swatara, PA (Dauphin County)

Township of Tobyhanna, PA (Monroe County)

Township of Lower Merion, PA (Montgomery County)

Township of Shrewsbury, PA (York County)

Town of Penfield, NY (Monroe County)

Town of Milo, NY (Yates County)

City of Oswego, NY (Oswego County)

Town of Parma, NY (Monroe County)

Township of Lacey, NJ (Ocean County)

Borough of Lebanon, NJ (Hunterdon County)

Borough of Prospect Park, NJ (Passaic County)

Township of Logan, NJ (Gloucester County)

Town of Stratford, CT (Fairfield County)

Town of North Andover, MA (Essex County)

City of Sanford, ME (York County)

Township of Cannon, MI (Kent County)

City of Kalamazoo, MI (Kalamazoo County)

# Investment Details and Special Considerations

## Project Build Price

**\$5,995**

### *MapLink* includes the following:

- > *MapLink* Project Launch
- > Project Management, including up to 3 hours for collection of maps and files
- > Site Initiation
- > Project Management, including up to 10 hours for meetings with the City and other follow-ups and reviews as needed, and additional feedback and collection of necessary information
- > Custom Web Address
- > Interactive Zoning Map
- > Linking / Uploading Map Elements and Zoning (see detailed description on page 6, “Task 1: Site Configuration”)
- > Data Conversion
- > Launch Support, Including 1-2 Hour Training Session

## *MapLink* Annual Maintenance

**\$1,595**

*Per-year price during 3-year contract with the option to renew*

The maintenance fee is an annual recurring flat fee, commencing at the completion of the initial project build. Therefore, it is our recommendation that the City budget for this service each year. The fee covers annual licensing, web hosting, data storage, and updates as the Zoning Ordinance is amended.\* This fee does not include the cost for codifying new legislation or *MapLink* setup fees in the event of the adoption of an entirely new Zoning Ordinance.

## Project Management Fee

**\$250**

## Total Investment

**\$7,840**

### **Special Considerations to be Addressed**

- > The City of Lavon is to provide the set of online files outlined in the Review Files section. (See Review Files on page 4 for more detail.)
- > Project management time includes up to 3 hours for collection of maps and files. Any additional hours accrued shall be billable at \$100 per hour, to be invoiced at final payment.
- > Project management time includes up to 10 hours for meetings the City and other follow-ups and reviews as needed, and additional feedback and collection of necessary information. Any additional hours accrued shall be billable at \$100 per hour, to be invoiced at final payment.
- > Any requests to add maps or create functionality beyond “normal and customary” as described on page 6, “Task 1: Site Configuration,” that require time beyond the 10 hours

of allotted project management time shall be billable at \$100 per hour, to be invoiced at final payment. An estimate shall be provided prior to the start of such work upon request. Any such requests for additional features/functionality/scope of work shall not delay billing milestones, including but not limited to the soft launch or the public launch.

# Authorization and Agreement

City of Lavon, *MapLink*, December 7, 2022

<b>Project Build Price</b>	<b>\$5,995</b>
<b><i>MapLink</i> Annual Maintenance</b>	<b>\$1,595</b>
<b>Project Management Fee</b>	<b>\$250</b>
<b>Total Investment</b>	<b>\$7,840</b>

The City of Lavon, Texas, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

## City of Lavon, Collin County, Texas

By: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL CODE, LLC

By: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the *MapLink* project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Lavon for its records.

Scan and email the completed form to [contracts@generalcode.com](mailto:contracts@generalcode.com). You may also fax the completed form to *General Code* at (585) 328-8189 or return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.





## CITY OF LAVON Agenda Brief

MEETING: December 20, 2022

ITEM: 6 - C

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2022-12-03 approving and authorizing the city manager to execute a service agreement with Sweeping Corporation of America, LLC for street sweeping services along SH 78 for a unit price of \$140.00 per curb mile subject to approval of the city attorney and authorize the Director of Public Works to schedule service as determined necessary.

**Background:**

SH 78 is a TxDOT owned and maintained roadway and TxDOT provides infrequent street sweeping services. Because there is a need for more frequent service, the Public Works Department has secured a proposal from a firm to supplement the street sweeping services provided by TxDOT.

Sweeping Corporation of America, LLC works in area cities and proposed a service price through a purchasing coop that is equivalent to their agreement with the City of Celina.

A map of the proposed service area is included.

**Financial Implication:**

The proposed fee is as follows:

Single Service \$2,100.00

Funding is provided in the annual street maintenance budget.

**Staff Notes:**

Approval of the service agreement subject to city attorney approval is recommended.

**Attachments:** Proposed Resolution and Agreement

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-12-03**

Street Sweeping Services – Sweeping Company of America

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH SWEEPING CORPORATION OF AMERICA, LLC FOR STREET SWEEPING SERVICES ALONG SH 78 FOR A UNIT PRICE OF \$140.00 PER CURB MILE SUBJECT TO APPROVAL OF THE CITY ATTORNEY AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO SCHEDULE SERVICE AS DETERMINED NECESSARY.**

**WHEREAS**, the City Council has reviewed the proposed agreement and proposal and determined that it is necessary and in the best interests of the City of Lavon to approve the for interactive mapping services.

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

**SECTION 1.** The City Council does hereby approve and authorize the city manager to execute a service agreement with Sweeping Corporation of America, LLC for street sweeping services along SH 78 for a unit price of \$140.00 per curb mile subject to approval of the city attorney attached hereto and incorporated herein as Exhibit “A” and further does authorize the Director of Public Works to schedule service as determined necessary.

**SECTION 2.** This resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 20<sup>th</sup> day of December 2022.

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

ATTEST:

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-12-03**

**EXHIBIT A**



## Service Agreement

Sweeping Corporation of America, LLC (Company) agrees to perform the work described in this service agreement according to the specific terms and conditions contained herein.

### Property Location

Name: City of Lavon - State Highway 78  
Street: State Highway 78  
City: Lavon State: TX Zip Code: 75166  
Phone: 972 843 4220 Fax:  
Property Contact: David Carter  
Email: dcarter@lavontx.gov  
Phone: 972 843 4220

### Billing Info

Name: City of Lavon  
Street: 120 School Road  
City: Lavon State: TX Zip Code: 75166  
Phone: 972 843 4220 Fax:  
Ordered By: Kim Dobbs  
Email: kdobbs@lavontx.gov  
Phone: 972 843 4220

## Service Details and Fees

### Hourly Sweeping Service

Per Hour: NA  
Hour Minimum: NA  
Portal to Portal: NA  
OT Per Hour: NA

### Scheduled Sweeping Service

Service Frequency: Upon request  
Sweeps Per Term: 1  
Per Sweep: \$2,100  
OT Per Hour: NA

### Per Curb Mile Sweeping Service

Per Curb Mile: \$140.00  
Per Cycle: \$2,100  
Miles Per Cycle: Approximately 15  
Contract Term: 12 months  
Start Date: 12/20/22

### Additional Fees

Disposal Fee: NA  
Variable Energy Charge\*: NA  
\*For details, please visit <https://www.sweepingcorp.com/vec/>.  
Environmental Fee: NA  
Mobilization Fee: NA

The Company shall provide equipment, labor, fuel, and any other materials necessary to complete the required work. The Company will clean an area seven (7) ft. wide from the curb, barrier or paved shoulder edge. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. Company's service is based on removal of a regular day-to-day build-up of material and debris. Any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material is not covered by the price quoted in this agreement under the hourly rate.

## Special Instructions / Comments

Pricing based on Sourcewell Contract #062421-SWP and includes all fees.  
Street sweeping Area will be all curbed areas on State Highway 78 as noted on the attached map, as well as the intersections, designated in light blue.  
Debris disposal will be handled by SCA.  
Water will be made available at no cost to SCA.



## Authorized Signatures

The undersigned individual signing this Service Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to execute this Agreement on behalf of the Customer.

### Customer

Signature:

Print Name:

Title:

Date:

### Company

Signature:

Print Name: Mike Srugusa

Title: Vice President - Sales

Date: 12/15/22

## Terms and Conditions

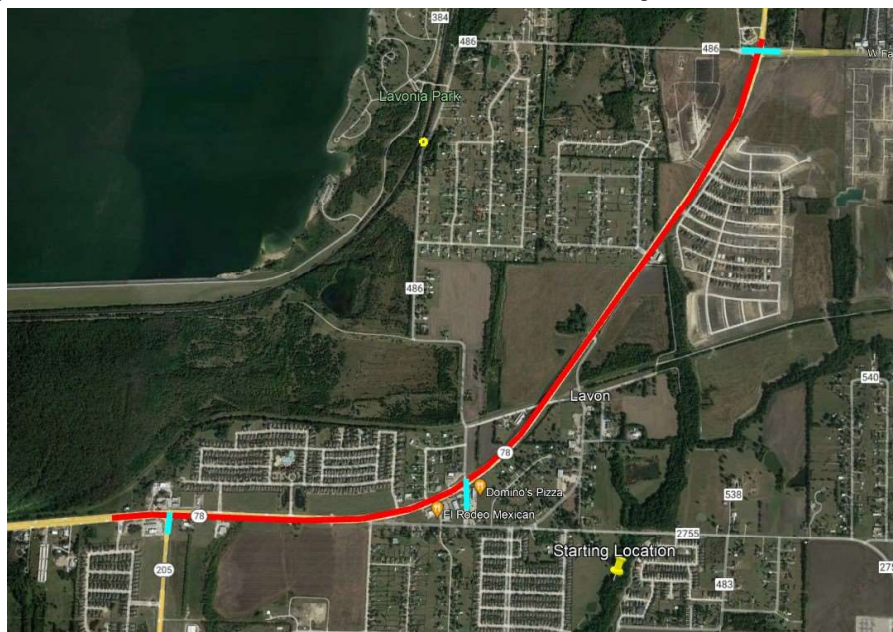
**NOTICE: ANY ACCEPTANCE OF COMPANY'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND COMPANY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR CHANGED TERMS PROPOSED BY CUSTOMER. NO OTHER TERMS AND CONDITIONS OF ANY FORM SHALL MODIFY THESE, EVEN IF SIGNED BY COMPANY. ANY ORDER TO PERFORM WORK OR COMPANY'S PERFORMANCE OF THE WORK SHALL EXPLICITLY CONSTITUTE CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS.**

- 1) **Definitions:** "Customer" means the entity to which the Company is providing Services under the Agreement. "Agreement" means either (i) the contract agreement signed by both parties for the Services; or (ii) the purchase order signed by Customer and accepted by Company in writing, together with these Terms and Conditions. "Company" means the Sweeping Corporation of America entity providing Services under the Agreement.
- 2) **Services Rendered:** Customer grants exclusive rights to Company to furnish all labor, equipment, and services necessary for the performance of the service ("Service") in conformance with the standards of service set forth in this Agreement and Customer agrees to make payments as provided in the Agreement.
- 3) **Coverage and Term of Agreement.** This Agreement shall control and govern all Services provided by Company as of its effective date. The effective date and initial term of this Agreement shall start on the date on which Service under this Agreement commences and shall continue for a term of twelve (12) months. Thereafter, it shall automatically renew for successive twelve (12) month terms unless either party gives written notice of termination to the other at least sixty (60) days before the end of the then current term.
- 4) **Standards of Service:** Services shall be performed in accordance with best management practices of the Company. Obstructions or debris, including but not limited to accumulations of leaves, silt, compacted dirt, and similar debris will be removed as part of the customary and ordinary service under this Agreement. If the Company, at its sole discretion, determines that such removal constitutes extra work from that contemplated under this Agreement, the Company shall, for additional compensation consistent with the fee schedule provided with this Agreement ("compensation schedule"), perform extra services as may be required to provide the requisite service. The cost to perform extra services shall be as set forth in the compensation schedule. Services shall be performed to prevent litter, leaves, sand, dirt and debris from being swept into any street side drainage inlets contiguous to or within the designated work area. Customer represents and warrants that all materials to be collected by Company are nonhazardous waste and recyclables. Nothing in this Agreement shall convey on the Company the status of "generator". Any waste swept and collected from the designated work area by Company shall remain the waste of the Customer and it is agreed that Company under no circumstances shall be deemed to have generated the waste or to own the waste. The Company shall dispose of all waste within the Customer's dumpster and Customer hereby authorizes the use of its dumpster for that purpose, unless otherwise stated on the front of this Agreement. Any waste that cannot be disposed of in the Customer's dumpster shall be disposed of in accordance with the compensation schedule.
- 5) **Warranties.** Except as otherwise provided herein, Company makes no express or implied warranties, including but not limited to, implied warranties of merchantability or fitness for a service. All are expressly disclaimed.
- 6) **Time and Performance.** Upon acceptance by Customer, Company shall commence performance within the time frame specified by Company or, in the absence of a specified time frame, shall commence work within a reasonable time and pursue such with reasonable diligence until completed. If a scheduled sweeping is not possible due to inclement weather or other unforeseen occurrences, Company shall endeavor to perform the services when the weather or circumstances permit.
- 7) **Clean Up.** Company agrees to remove from the Customer's premises any Company equipment.
- 8) **Payment.** Customer shall pay Company for Services rendered monthly in accordance with the compensation schedule and invoice received. Unless otherwise agreed by the parties in writing, Customer shall pay Company for services within ten (10) days from the invoice date. Company may charge late fees and interest, not to exceed the maximum rate allowed by applicable law, on all amounts past due. In the event a payment is not made when due, Company, at its sole option, may terminate the Agreement on notice to the Customer and recover all past due amounts.
- 9) **Suspension.** If any amount due from Customer is not paid within sixty (60) days of the date of the Company's invoice, Company may, with or without notice, suspend service without terminating the contract, until the Customer has paid all amounts owed to Company.
- 10) **Rate Adjustments.** Customer agrees that it shall pay Company for any increase in costs due to an escalation in energy costs. These surcharges shall be referred to as "energy" on the compensation schedule. Customer also agrees that it shall pay Company for increased rates due to increases in Company's costs because of changes in local, state or federal law, rules, ordinances or regulations applicable to Company's operations or services or because of increases in taxes, fees, costs or other governmental

charges. These charges shall be referred to as “environmental” on the compensation schedule. The energy/environmental recovery fee(s) shall be shown on the customer invoice.

- 11) **Damage to Pavement.** Company shall not be responsible for any damages to the Customer’s pavement or accompanying subsurface, curbing or other driving surfaces resulting from the Company’s Services.
- 12) **Independent Contractor.** Nothing contained in this Agreement shall be construed to constitute Customer as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect. It is intended that Company shall, in all instances, be and remain an independent contractor responsible for its own actions and for its own agents, employees and representatives.
- 13) **Indemnity** Customer shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, or contractors from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Customer’s (or its employees, invitees or subcontractors) negligence or misconduct, violation of law or breach of this Agreement.
- 14) **Termination.** This Agreement may only be terminated by the Customer by providing written notice of Company’s breach of the Agreement and, only after providing a right to cure the breach and, Company fails to cure the breach within 30 days of written notice. Except as otherwise provided in this Agreement, the termination shall have no effect upon the rights of the parties prior or existing transactions and any liabilities. Upon termination, Company shall wind down its work in progress in a safe manner, protective of Customer and Company owned or operated property, and Customer and Company shall work in good faith to close out any service in an expeditious manner.
- 15) **Assignability.** This agreement is binding and shall inure to the benefit of all successors and assigns. This Agreement, and any duties hereunder and any retention of Company subject to this Agreement may be assigned in whole or in part, without the mutual written consent of the parties to this Agreement.
- 16) **Notice.** Any notice to be given under this Agreement by either party to the other shall be in writing and personally delivered or mailed to the other party at its address as set forth above or to such successor addresses as the parties may designate by notice pursuant to this provision.

- 17) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall govern the relationship of the parties notwithstanding any previous written agreement and/or any previous or subsequent oral understandings or agreements.
- 18) **No Waiver.** No waiver of any provision or condition of this Agreement shall be implied or imputed by reason of a party’s failure to complain or to seek remedies because of any previous breach or violation.
- 19) **Severability.** If any clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be enforced as the written agreement of the parties.
- 20) **Credit History.** Customer represents and warrants that it has the financial means to meet its obligations under this Agreement, and Customer hereby agrees that Company may, at any time, investigate the credit history of Customer.
- 21) **Disputes, Remedies:** Except for claims by the Company for collection of fees, the parties’ knowingly and voluntarily agree that the any controversy arising between them shall be resolved by binding arbitration under the rules of the American Arbitration Association, and judgement on the award may be entered by any court having jurisdiction. Under no circumstances shall either party be liable to the other for loss of profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether in contract, tort and any theory of liability.
- 22) **Attorneys’ fees, Jury Waiver and Jurisdiction and Venue.** The parties agree that if Company files a lawsuit to collect any money due and payable under this Agreement, in any suit brought, Company shall be entitled to recover its reasonable costs and attorneys’ fees. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. Customer and Company agree to personal jurisdiction and venue in Cuyahoga County, Ohio and neither Company nor Customer shall object or oppose personal jurisdiction or venue if the lawsuit is filed in Cuyahoga County, Ohio.
- 23) **Excused Performance.** Neither party to this Agreement shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including but not limited to, unsafe conditions, weather, strikes, riots, compliance with laws or governmental orders, fires, or acts of God





# CITY OF LAVON

## Agenda Brief

**MEETING: December 20, 2022**

**ITEM: 7 - A**

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**Item:**

Discussion and action regarding Ordinance No. 2022-12-05 amending the City's Code of Ordinances Chapter 11, "Traffic and Vehicles", Article 11.03, "Parking," to provide for a temporary extended hours parking permit; providing for savings and severability clauses; providing for publication; and providing for an effective date of this ordinance.

**Background:**

On August 17, 2021, the City Council adopted an ordinance to restrict the parking of a trailer, truck camper, motor home, or watercraft loaded on a watercraft trailer on the street for more than three (3) consecutive hours.

On December 6, 2022, the City Council was requested to consider extending the period to allow for special circumstances. The City Council directed the staff to consider the request and submit a recommendation.

The request was studied and discussed by the Police Department, Fire Department, and Public Works Department. The Chief of Police prepare the proposed ordinance.

**Financial Implication:**

Enforcement and implementation of the proposed ordinance is not anticipated to increase expenditures beyond the budgeted level.

***Staff Notes:***

Approval is recommended.

**Attachments:**           1) Proposed Ordinance

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2022-12-05**

Amending Article 11.03 of the Code of Ordinances – Parking

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING THE CITY’S CODE OF ORDINANCES CHAPTER 11, “TRAFFIC AND VEHICLES”, ARTICLE 11.03, “PARKING” TO PROVIDE FOR A TEMPORARY EXTENDED HOURS PARKING PERMIT; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, the City Council of the City of Lavon ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Lavon, Texas ("Lavon") to amend Lavon's Code of Ordinances in Chapter 11 to add regulations to provide for extended hours or overtime for parking of certain vehicles in residential zones in the City of Lavon; and

**WHEREAS**, the City Council has authority under state law to adopt the regulations herein.

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

**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 of Article 11.03 Parking**

A. Chapter 11.03.002 "Definitions" is hereby amended by adding the following:

*“RV or Recreational Vehicle* A vehicle designed or converted to be a temporary home while traveling or camping. RV includes Camper-Trailers, Motor Homes, Travel Trailers and Pickup Campers. RV specifically excludes all commercial vehicles.

B. Chapter 11.03.003 "Offenses" is hereby amended by adding the following to the beginning of 11.03.003(l)(2):

“Except as provided for in 11.03.005”

C. Article 11.03.005 "Temporary Extended Hours Parking Permits" is hereby added to the Lavon Code of Ordinances:

“(a) A person wishing to park an RV or Watercraft Trailer on a residential street may

apply for a Temporary Extended Hours Parking Permit to the Lavon Police Department during normal business hours.

(b) An application for a Temporary Extended Hours Parking Permit must be received at the Lavon Police Department no less than 2 days prior to the date for which the permit is requested.

(c) An application for a Temporary Extended Hours Parking Permit must include:

- 1) The name of the person responsible for parking the vehicle;
- 2) The home address of the person responsible for parking the vehicle;
- 3) A current phone number for the person parking the vehicle;
- 4) A description of the RV or Watercraft Trailer, including make, model, color and year of manufacture;
- 5) The registration number and state of issuance for the RV or Watercraft Trailer;
- 6) The date of request;
- 7) The date and times the vehicle will be parked (not to exceed a total of 16 hours in any given 24-hour period);
- 8) A description of where the RV or Watercraft Trailer will be parked (the location must be adjacent to property owned or under the control of the person listed on the application); and
- 9) The signature of the person making the application.

(d) The Chief of Police or his designee may issue or decline to issue Temporary Extended Hours Parking Permits at their discretion.

(e) A Temporary Extended Hours Parking Permit may include a second date and time validation for the purpose of returning from the use of the RV or watercraft trailer.

1. The end of the original permit and the beginning of the return permit may not be less than 5 hours apart.

(f) A Temporary Extended Hours Parking Permit is invalid if the vehicle is in violation of any law or ordinance.

(g) A Temporary Extended Hours Parking Permit must be displayed on dashboard if applicable or on the rear and to the roadside of the RV or Watercraft Trailer and must be visible and readable to officers driving past the parked RV or Watercraft Trailer.

(h) A Temporary Extended Hours Parking Permit used or displayed in any manner not consistent with this chapter is invalid.”

### **SECTION 3. Effective Date**

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

### **SECTION 4. Proper Notice and Meeting**

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

**SECTION 5. Severability**

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

**PASSED AND APPROVED** by the City Council of the City of Lavon, Texas  
this 20<sup>th</sup> day of December, 2022.

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Vicki Sanson  
Mayor

ATTEST:

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Rae Norton  
City Secretary



## CITY OF LAVON Agenda Brief

**MEETING:** December 20, 2022

**ITEM:** 7 – B

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**Item:**

Discussion and action regarding Ordinance No. **2022-12-06** adopting rules and regulations for the administration of the city’s Board of Adjustment by amending the City’s Code of Ordinances Chapter 2, “Administration and Personnel”, Article 2.06, “Boards and Commissions,” Division 3 “Board of Adjustment”, by amending Section 2.06.061 and adding Section 2.06.062; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.

**Background:**

With the voter’s approval and the City Council’s adoption of the home rule charter, several actions are in order to reconcile current operations and the Code of Ordinances to the provisions of the home rule charter.

On December 6, 2020, the City Council directed that an ordinance should be prepared to address the change in the composition of the Board of Adjustment.

**Financial Implication:**

There is none.

**Staff Notes:**

Approval is recommended.

**Attachments:** Proposed Ordinance

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2022-10-**

Amending Chapter 2, Article 2.06, Division 3 of the Code of Ordinances – Board of Adjustments

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, ADOPTING RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE CITY’S BOARD OF ADJUSTMENT BY AMENDING THE CITY’S CODE OF ORDINANCES CHAPTER 2, “ADMINISTRATION AND PERSONNEL”, ARTICLE 2.06, “BOARDS AND COMMISSIONS,” DIVISION 3 “BOARD OF ADJUSTMENTS”, BY AMENDING SECTION 2.06.061 AND ADDING SECTION 2.06.062; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Council ("City Council") of the City of Lavon ("City") has authority pursuant to Texas Local Government Code 211.008, to provide for the appointment of a board of adjustment; and

**WHEREAS**, on December 6, 2022, the City Council formally adopted the City’s Home Rule Charter ("Charter"); and

**WHEREAS**, due to the City’s adoption of a Home Rule Charter, the City is undertaking a series of revisions to the City’s Code of Ordinances for revisions consistent with the Charter, and state law for a Home Rule municipality; and

**WHEREAS**, the City Council desires to remove itself as members of the board of adjustment and provide for the appointment of new members by revising the City’s Code of Ordinances regarding the same; and

**WHEREAS**, the City Council finds that the adoption of this Ordinance is in the best interest of the City and that the regulations provided herein will promote and provide for the health, safety, and welfare of the City.

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

**SECTION 1. RECITALS**

The City Council hereby finds that the statements set forth in the recitals of this

Ordinance are true and correct, and the City Council hereby incorporates such recitals as part of this Ordinance.

## **SECTION 2. REMOVAL OF CITY COUNCIL FROM BOARD OF ADJUSTMENT.**

In accordance with the City’s Charter and state law, the City Council hereby removes itself entirely from the membership the City’s board of adjustment and shall henceforth appoint members to the board of adjustment in accordance with the amendments to the City’s Code of Ordinances described herein.

## **SECTION 3. AMENDMENTS**

Chapter 2, “Administration and Personnel,” Article 2.06, “Boards and Commissions,” Division 3 “Board of Adjustments” of the City’s Code of Ordinances is hereby amended by amending Section 2.06.061 and adding Section 2.06.062 to read entirely as follows:

“DIVISION 3 Board of Adjustment

### **Sec. 2.06.061            Designation of board of adjustment**

- (a) The board of adjustment (for purposes of this Division, the “board”) shall be established and operate in accordance with Chapter 211 of the Texas Local Government Code, as amended, and the zoning ordinance of the City.
- (b) The board, by majority vote, may adopt rules, regulations, and bylaws for its own government in accordance with Texas Local Government Code Section 211.008, as amended, and applicable city ordinances. All changes to the rules and regulations shall be implemented in a fair and consistent manner. All such rules and regulations shall be reduced to writing and made available for public inspection upon request.
- (c) The city secretary shall serve as the secretary of the board. The city secretary shall prepare and disseminate appropriate rules and regulations regarding the intake, handling, and process for any variance or special exception request or other hearing to be presented to the board.
- (d) The board shall consist of five (5) members and two (2) alternate members residing within the city, appointed by the city council. Each person nominated by the city council to be a board member must be approved by a simple majority vote of the city council before being appointed as a member of the board. All appointees to the board shall serve as a member for a term of office of two (2) years, or until their successors are duly appointed and qualified, however, expiration of terms shall be staggered so that an overlapping of terms occurs (e.g., in any two-year period, the terms of at least two (2) regular members and at least one (1) alternate member shall expire during the first year, and the terms of the remaining members shall expire in the second year). Each member of the board, including alternates, serves at the pleasure of the city council and may be subject to removal by the city council.. Vacancies shall be filled for the unexpired term of any member, whose place becomes vacant for any cause, in the same manner as the original appointment was made.
- (e) The board shall elect a chairperson and vice-chairperson from among its membership, and

- each officer shall hold office until replaced by a simple majority vote of the full board.
- (f) The authority, processes, and procedures of the board shall be in accordance with the provisions of the city's zoning ordinance.

**Sec. 2.06.062 Meetings**

- (a) Meetings of the board shall be held at the call of the chairperson or secretary and at such other times as the board may determine. All meetings of the board shall be open to the public and in compliance with the Texas Open Meetings Act, as amended.
- (b) Each case before the board must be heard by at least seventy-five percent (75%) of the members.”

**SECTION 4. Effective Date**

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

**SECTION 5. Severability**

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

**SECTION 6. Repealer and Savings**

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of such ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance; whether such ordinances are codified or uncodified, and all other provisions of the ordinances of the City, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect. Any repeal occurring due to this provision shall not abate any pending prosecution or lawsuit and/or prevent any prosecution or lawsuit from being commenced for any violation occurring before the effective date of this Ordinance.

**SECTION 7. Open Meeting**

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 and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code and as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** by the City Council of the City of Lavon, Texas this 20<sup>th</sup> day of December 2022.

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

ATTEST:

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



## CITY OF LAVON Agenda Brief

MEETING: December 20, 2022

ITEM: 7 - C

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**Item:**

Discussion and action regarding Ordinance No. 2022-12-07 amending Ordinance No. 2021-09-02, that approved and adopted a budget for the City for the fiscal year October 1, 2021 through September 30, 2022 to amend adopted revenues and expenditures of the budget to reconcile the transition to an updated chart of accounts; and declaring an effective date.

**Background:**

An updated Chart of Accounts was provided to the City Council on November 21, 2022. A report with detailed mapping was provided to clearly identify the transition.

To appropriately represent and allocate funds to cover expenditures and allow for budget variances, the proposed budget amendment is presented for the City Council's consideration. The amendment conforms to a balanced budget.

The proposed amendment represents the budget changes resulting from the recent transition to an updated Chart of Accounts.

For purposes of transparency, the amendment does not include adjustments for revenues and expenditures that were over or under budgeted levels. A subsequent amendment may be prepared for the Council's consideration.

**Financial Implications:**

The proposed amendment represents and allocates funding appropriately.

**Staff Notes:**

Approval is recommended.

**Attachments:** Proposed Ordinance

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2022-12-07**

Budget Amendment #6 - Fiscal Year 2021-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2021-09-02, THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE BUDGET TO RECONCILE THE TRANSITION TO AN UPDATED CHART OF ACCOUNTS; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas has adopted and approved a budget of the expenditures and revenues of all City Departments, Divisions and Offices for the Fiscal Year 2021-22; 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 for the fiscal year aforesaid to reconcile the approved budget to the transition to an updated Chart of Accounts; and

**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 2021-22 fiscal year budget, as amended and 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 chart of accounts, 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 20<sup>th</sup> day of December 2022.

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

**ATTEST:**

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

**ORDINANCE NO. 2022-12-07**

**Exhibit A**

		Budget As Amended, 8/5/2022	Budget Amendment Proposed	Changes
General Fund	Revenues	6,059,448	6,021,948	37,500
	Expense	5,043,096	5,043,096	0
Interest & Sinking Fund	Revenues	1,143,887	1,143,887	-
	Expense	1,121,601	1,121,601	-
Street Funds	Revenues	201,707	201,707	-
	Expense	390,000	390,000	-
Utilities Fund	Revenues	1,491,600	2,464,600	(973,000)
	Expense	995,736	2,677,411	(1,681,675)
Sewer Tap Fund	Revenues	935,500	-	935,500
	Expense	1,681,675	-	1,681,675
	Total Revenues	9,832,142	9,832,142	-
	Total Expenses	9,232,108	9,232,108	0

# City of Lavon

## Preliminary

### Monthly Financial Report

#### As of 9/30/22

	(New COA) Budget	YTD	Remaining	% Budget
<b>General Fund</b>				
Other Funding	2,050,750	2,050,750		
Revenue	6,021,948	6,131,276	(109,328)	101.82%
Expenses	5,043,096	4,254,223	788,873	84.36%
Ending Resources	3,029,602	3,927,803		
<b>Interest &amp; Sinking</b>				
Beginning Resources	148,083	148,083		
Revenue	1,143,887	1,044,383	99,504	91.30%
Expenses	1,121,601	1,121,128	473	99.96%
Ending Resources	170,369	71,337		
<b>Streets - Tax Funded</b>				
Beginning Resources	302,752	281,218		
Revenue	175,000	258,143	(83,143)	147.51%
Expenses	350,000	9,332	340,668	2.67%
Ending Resources	127,752	530,029		
<b>Streets - Fee Funded</b>				
Beginning Resources	182,659	194,586		
Revenue	26,707	220,984	(194,277)	827.44%
Expenses	40,000	-	40,000	0.00%
Ending Resources	169,366	415,570		
<b>Utilities</b>				
Beginning Resources	627,929	623,022		
Revenue	2,464,600	5,226,552	(2,761,952)	212.06%
Expenses	2,677,411	1,778,687	898,724	66.43%
Ending Resources	415,118	4,070,887		
<b>Sewer Tap</b>				
Beginning Resources	697,411	1,531,286		
Revenue	-	-	-	NA
Expenses	-	-	-	NA
Ending Resources	697,411	1,531,286		
<b>Total Beg Resources</b>	<b>4,009,584</b>	<b>4,828,945</b>		
<b>Total Revenues</b>	<b>9,832,142</b>	<b>12,881,339</b>	<b>(3,049,197)</b>	<b>131.01%</b>
<b>Total Expenses</b>	<b>9,232,108</b>	<b>7,163,371</b>	<b>2,068,737</b>	<b>77.59%</b>
<b>Total End Resources</b>	<b>4,609,618</b>	<b>10,546,913</b>		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>GENERAL FUND</b>	<b>ADOPTED / AMENDED 2021-22</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>
<b>Source of Funds</b>				
Estimated Beginning Resources	1,975,750	1,975,750	-	100.00%
Bond Proceeds for Professional Serv	75,000	75,000	-	100.00%
<b>General Revenues</b>				
10-00-4001 Property Taxes	1,234,818	1,234,608	210	99.98%
10-00-4040 Sales & Use Tax	500,000	516,287	(16,287)	103.26%
10-00-4045 Mixed Beverage Sales Tax	-	38	(38)	NA
10-00-4060 Franchise Fees	170,000	178,348	(8,348)	104.91%
10-00-4500 Interest Income	12,500	40,316	(27,816)	322.52%
10-00-4690 Sale of Property	-	120	(120)	NA
10-00-4801 Transfer from Utility Fund - Sewer	620,000	99,996	520,004	16.13%
10-00-4802 Transfer from Utility Fund - Solid Waste	172,000	171,996	4	100.00%
10-00-4906 Transfer from CIP - Prof	-	27,923	(27,923)	NA
10-55-4806 Transfer In for CIP	-	19,381	(19,381)	NA
<b>Total General Revenues</b>	<b>2,709,318</b>	<b>2,289,012</b>	<b>420,306</b>	<b>84.49%</b>
<b>Program Revenues</b>				
<b>Administration Revenues</b>				
10-10-4405 Building Rent - LEDC	6,000	6,000	-	100.00%
<b>Total Administration Revenues</b>	<b>6,000</b>	<b>6,000</b>	<b>-</b>	<b>100.00%</b>
<b>Municipal Court Revenues</b>				
10-25-4215 Court Fees	2,000	1,690	310	84.50%
<b>Total Municipal Court Revenues</b>	<b>2,000</b>	<b>1,690</b>	<b>310</b>	<b>84.50%</b>
<b>Police Department Revenues</b>				
10-45-4240 Police - Fines/Fees	40,000	62,428	(22,428)	156.07%
10-45-4245 Police - Warrant Fees/Fines	5,000	1,446	3,554	28.91%
<b>Total Police Department Revenues</b>	<b>45,000</b>	<b>63,873</b>	<b>(18,873)</b>	<b>141.94%</b>
<b>Fire Department Revenues</b>				
10-55-4160 Fire Service Contract	20,500	20,324	176	99.14%
10-55-4650 Developer Contributions	-	55,000	(55,000)	NA
<b>Total Fire Department Revenues</b>	<b>20,500</b>	<b>75,324</b>	<b>(54,824)</b>	<b>367.43%</b>
<b>Parks &amp; Recreation Revenues</b>				
10-65-4130 Facility Rental	4,000	4,213	(213)	105.31%
<b>Total Parks &amp; Recreation Revenues</b>	<b>4,000</b>	<b>4,213</b>	<b>(213)</b>	<b>105.31%</b>
<b>Development Services Revenues</b>				
10-75-4305 General Permits	269,000	374,172	(105,172)	139.10%
10-75-4310 Land Use Application Fees	115,000	99,293	15,707	86.34%
10-75-4315 New Building Permits	1,358,882	1,444,091	(85,209)	106.27%
10-75-4325 Food Service Inspection Permits	6,500	3,642	2,858	56.04%
10-75-4350 OSSF Permits	500	800	(300)	160.00%
10-75-4355 Infrastructure Inspection Fees	1,485,248	1,769,166	(283,918)	119.12%
<b>Total Development Services Revenues</b>	<b>3,235,130</b>	<b>3,691,165</b>	<b>(456,035)</b>	<b>114.10%</b>
<b>Total Program Revenues</b>	<b>3,312,630</b>	<b>3,842,264</b>	<b>(529,634)</b>	<b>115.99%</b>
<b>Total Revenues</b>	<b>6,021,948</b>	<b>6,131,276</b>	<b>(109,328)</b>	<b>101.82%</b>
<b>Total Source of Funds</b>	<b>8,072,698</b>	<b>8,182,026</b>	<b>(109,328)</b>	<b>101.35%</b>

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>GENERAL FUND</b>	<b>ADOPTED / AMENDED 2021-22</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>
<b>Expenditures</b>				
<b>Administration</b>				
10-10-5000 Salaries & Wages	372,200	302,524	69,676	81%
10-10-5025 Health Insurance	35,200	26,958	8,242	77%
10-10-5030 Payroll Taxes	28,473	23,023	5,450	81%
10-10-5035 Retirement	56,751	45,125	11,626	80%
10-10-5040 TWC	2,500	6	2,494	0%
10-10-5045 Workers Comp	34,000	38,178	(4,178)	112%
10-10-5100 Office Supplies	8,250	7,800	450	95%
10-10-5101 Council Supplies	1,500	465	1,035	31%
10-10-5107 Community Event Supplies	47,500	45,610	1,890	96%
10-10-5190 Office Furniture & Equipment - not cap	6,500	1,868	4,632	29%
10-10-5200 Phone, Internet	4,500	3,527	973	78%
10-10-5210 Electricity	5,000	6,162	(1,162)	123%
10-10-5220 Natural Gas	8,000	5,297	2,703	66%
10-10-5230 Water	1,000	568	432	57%
10-10-5401 Attorney	60,000	62,115	(2,115)	104%
10-10-5410 Auditor	16,000	10,000	6,000	63%
10-10-5425 Tax Assessor/Collector	2,500	1,800	700	72%
10-10-5430 Central Appraisal District	14,260	15,621	(1,361)	110%
10-10-5440 Professional Services - Other	5,000	11,948	(6,948)	239%
10-10-5510 Advertising	18,500	20,954	(2,454)	113%
10-10-5520 SAAS Contracts (software/app service)	20,000	11,530	8,470	58%
10-10-5540 Cleaning Service	7,500	4,862	2,638	65%
10-10-5545 Election Services	5,500	8,685	(3,185)	158%
10-10-5560 Contract Labor	1,000	661	339	66%
10-10-5589 Sales Tax Incentive Rebate	45,000	36,635	8,365	81%
10-10-5700 Dues & Fees	6,000	5,981	19	100%
10-10-5720 Employee Travel	2,400	1,469	931	61%
10-10-5725 Employee Training	12,500	11,041	1,459	88%
10-10-5730 Staff Development	3,500	625	2,875	18%
<b>Total Administration Operations</b>	831,034	711,038	119,996	86%
<b>Admin Capital Outlay</b>				
10-10-9103 Improvements	16,500	-	16,500	0%
<b>Total Administration Capital Outlay</b>	16,500	-	16,500	0%
<b>Total Administration</b>	847,534	711,038	136,496	84%
<b>Non-Departmental Services</b>				
10-15-5100 Office Supplies SPLIT	8,000	9,123	(1,123)	114%
10-15-5305 Building Maintenance	61,500	38,817	22,683	63%
10-15-5310 Grounds Maintenance	85,612	41,205	44,407	48%
10-15-5440 Professional Services - Other	89,000	125,906	(36,906)	141%
10-15-5460 Insurance - Management Liability	2,811	3,261	(450)	116%
10-15-5460 Insurance - Management Liability	200	-	200	0%
10-15-5470 Insurance - Facilities	15,435	14,074	1,361	91%
10-15-5475 Insurance - Vehicles & Equipment	13,740	16,045	(2,305)	117%
10-15-5525 Technology Services Contract	30,000	36,991	(6,991)	123%
10-15-5601 Office Equipment Leases	6,500	2,548	3,952	39%
<b>Total Non-Departmental Services</b>	312,798	287,969	24,829	92%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>GENERAL FUND</b>	<b>ADOPTED / AMENDED 2021-22</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>
<b>Municipal Court Services</b>				
10-25-5000 Salaries & Wages	59,759	61,722	(1,963)	103%
10-25-5025 Health Insurance	8,800	9,708	(908)	110%
10-25-5030 Payroll Taxes	4,572	4,722	(150)	103%
10-25-5035 Retirement	9,112	7,860	1,252	86%
10-25-5040 TWC	200	99	101	49%
10-25-5100 Office Supplies	2,000	1,370	630	69%
10-25-5402 Judge	9,500	10,613	(1,113)	112%
10-25-5515 Credit Card Contract	1,250	-	1,250	0%
10-25-5546 Jury Service	250	60	190	24%
10-25-5725 Employee Training	1,000	1,203	(203)	120%
<b>Total Municipal Court</b>	<b>96,442</b>	<b>97,357</b>	<b>(915)</b>	<b>101%</b>
<b>Police Department</b>				
10-45-5000 Salaries & Wages	781,671	815,550	(33,879)	104%
10-45-5025 Health Insurance	105,600	94,050	11,550	89%
10-45-5030 Payroll Taxes	59,798	61,136	(1,338)	102%
10-45-5035 Retirement	119,185	114,416	4,769	96%
10-45-5040 TWC	10,000	197	9,803	2%
10-45-5100 Office Supplies	4,750	4,266	484	90%
10-45-5103 Community Policing Supplies	9,000	3,509	5,491	39%
10-45-5105 Child Abuse Interlocal - Supplies	1,500	1,500	-	100%
10-45-5125 Operating Supplies	8,500	913	7,587	11%
10-45-5155 Uniforms	6,500	9,488	(2,988)	146%
10-45-5160 Personal Protection Equipment	5,500	4,323	1,177	79%
10-45-5190 Office Furniture & Equipment - not cap	5,000	4,070	930	81%
10-45-5195 Tools & Equipment - not capitalized	41,000	21,968	19,032	54%
10-45-5200 Phone, Internet	25,500	26,035	(535)	102%
10-45-5210 Electricity	6,000	6,630	(630)	110%
10-45-5230 Water	1,000	534	466	53%
10-45-5240 Fuel	35,000	41,549	(6,549)	119%
10-45-5315 Vehicle Maintenance	25,000	23,243	1,757	93%
10-45-5325 Equipment Maintenance	5,000	4,046	954	81%
10-45-5465 Insurance - Law Enforcement Liability	10,000	10,492	(492)	105%
10-45-5520 SAAS Contracts (software/app service)	27,500	34,572	(7,072)	126%
10-45-5530 Medical Services	1,500	75	1,425	5%
10-45-5540 Cleaning Service	5,000	5,273	(273)	105%
10-45-5548 Dispatch Service	54,711	52,875	1,836	97%
10-45-5551 Inmate Boarding Contract	7,500	5,250	2,250	70%
10-45-5552 Animal Control Service	6,250	6,250	-	100%
10-45-5700 Dues & Fees	1,000	653	347	65%
10-45-5720 Employee Travel	1,000	685	315	69%
10-45-5725 Employee Training	6,000	4,157	1,843	69%
<b>Total Police Operations</b>	<b>1,375,965</b>	<b>1,357,704</b>	<b>18,261</b>	<b>99%</b>
<b>Police Capital Outlay</b>				
10-45-9102 Remodel	3,000	-	3,000	0%
10-45-9220 Vehicle	338,106	136,101	202,005	40%
<b>Total Police Capital Outlay</b>	<b>341,106</b>	<b>136,101</b>	<b>205,005</b>	<b>40%</b>
<b>Total Police Department</b>	<b>1,717,071</b>	<b>1,493,805</b>	<b>223,266</b>	<b>87%</b>

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>GENERAL FUND</b>	<b>ADOPTED / AMENDED 2021-22</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>
<b>Fire Services</b>				
10-55-5000 Salaries & Wages	175,000	140,551	34,449	80%
10-55-5025 Health Insurance	20,000	18,237	1,763	91%
10-55-5030 Payroll Taxes	13,388	10,568	2,820	79%
10-55-5035 Retirement	31,150	22,935	8,215	74%
10-55-5040 TWC	2,500	27	2,473	1%
10-55-5100 Office Supplies	2,375	3,464	(1,089)	146%
10-55-5125 Operating Supplies	10,000	10,458	(458)	105%
10-55-5155 Uniforms	9,000	7,690	1,310	85%
10-55-5160 Personal Protection Equipment	95,000	17,568	77,432	18%
10-55-5195 Tools & Equipment - not capitalized	89,000	40,692	48,308	46%
10-55-5200 Phone, Internet	21,750	17,884	3,866	82%
10-55-5210 Electricity	8,000	7,563	437	95%
10-55-5220 Natural Gas	3,000	1,704	1,296	57%
10-55-5230 Water	3,500	989	2,511	28%
10-55-5240 Fuel	15,000	15,073	(73)	100%
10-55-5316 Apparatus Maintenance	45,000	57,260	(12,260)	127%
10-55-5325 Equipment Maintenance	4,500	571	3,929	13%
10-55-5330 Storm Siren O&M	1,000	1,513	(513)	151%
10-55-5520 SAAS Contracts (software/app service)	27,500	26,596	904	97%
10-55-5530 Medical Services	2,000	1,162	838	58%
10-55-5536 Ambulance Service	15,000	15,997	(997)	107%
10-55-5540 Cleaning Service	3,900	3,822	78	98%
10-55-5547 Fire Marshal Contract	5,000	2,835	2,165	57%
10-55-5549 Fire Alarm Monitoring Service	1,000	-	1,000	0%
10-55-5560 Contract Labor	80,000	78,875	1,125	99%
10-55-5700 Dues & Fees	(2,000)	4,775	(6,775)	-239%
10-55-5720 Employee Travel	10,000	82	9,918	1%
<b>Total Fire Operations</b>	<b>691,563</b>	<b>508,888</b>	<b>182,675</b>	<b>74%</b>
<b>Fire Capital Outlay</b>				
10-55-9103 Improvements	2,500	-	2,500	0%
10-55-9104 Furnishings	29,500	23,377	6,123	79%
10-55-9224 Radios	29,565	58,910	(29,345)	199%
10-55-9225 CIP-22 Outdoor Warning Siren	-	38,762	(38,762)	NA
<b>Total Fire Capital Outlay</b>	<b>61,565</b>	<b>121,050</b>	<b>(59,485)</b>	<b>197%</b>
<b>Total Fire Services</b>	<b>753,128</b>	<b>629,938</b>	<b>123,190</b>	<b>84%</b>
<b>Development Services</b>				
10-75-5570 Inspector Services	265,000	262,717	2,283	99%
<b>Total Development Services</b>	<b>265,000</b>	<b>262,717</b>	<b>2,283</b>	<b>99%</b>

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>GENERAL FUND</b>	<b>ADOPTED / AMENDED 2021-22</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>
<b>Public Works Services</b>				
10-80-5000 Salaries & Wages	189,675	163,764	25,911	86%
10-80-5025 Health Insurance	35,200	27,927	7,273	79%
10-80-5030 Payroll Taxes	14,510	12,516	1,994	86%
10-80-5035 Retirement	28,921	24,926	3,994	86%
10-80-5040 TWC	2,500	127	2,373	5%
10-80-5100 Office Supplies	575	1,570	(995)	273%
10-80-5102 MS-4 Educational Supplies	1,000	-	1,000	0%
10-80-5125 Operating Supplies	4,500	444	4,056	10%
10-80-5155 Uniforms	5,000	2,858	2,142	57%
10-80-5195 Tools & Equipment - not capitalized	6,000	3,005	2,995	50%
10-80-5200 Phone, Internet	2,400	3,026	(626)	126%
10-80-5211 Electricity - Street Lights	65,000	55,926	9,074	86%
10-80-5230 Water	1,000	426	574	43%
10-80-5240 Fuel	7,000	8,730	(1,730)	125%
10-80-5305 Building Maintenance	46,000	15,800	30,200	34%
10-80-5310 Grounds Maintenance	18,000	11,133	6,867	62%
10-80-5315 Vehicle Maintenance	7,000	441	6,559	6%
10-80-5325 Equipment Maintenance	10,000	-	10,000	0%
10-80-5335 Streets/Sidewalks Maintenance	10,000	397	9,604	4%
10-80-5340 Sign Maintenance	11,600	4,008	7,592	35%
10-80-5355 Drainage Maintenance	64,000	62,250	1,750	97%
10-80-5385 Mosquito Control	12,000	11,100	900	93%
10-80-5395 Septic System Maintenance	300	-	300	0%
10-80-5415 Engineer	45,000	33,824	11,176	75%
10-80-5530 Medical Services	1,000	45	955	5%
10-80-5565 Code Enforcement Services	2,000	-	2,000	0%
10-80-5570 Inspection Services	182,000	163,676	18,324	90%
10-80-5720 Employee Travel	1,000	64	936	6%
10-80-5725 Employee Training	3,500	-	3,500	0%
<b>Total Public Works Operations</b>	<b>776,681</b>	<b>607,985</b>	<b>168,696</b>	<b>78%</b>
<b>Public Works Capital Outlay</b>				
10-80-9220 Vehicle	149,442	43,442	106,000	29%
10-80-9221 Equipment	18,000	17,743	257	99%
10-80-9222 Heavy Equipment	105,000	102,229	2,771	97%
10-80-9401 CIP Prep & Admin	2,000	-	2,000	0%
<b>Total Capital Outlay</b>	<b>274,442</b>	<b>163,414</b>	<b>111,028</b>	<b>60%</b>
<b>Total Public Works Services</b>	<b>1,051,123</b>	<b>771,399</b>	<b>279,724</b>	<b>73%</b>
<b>Total General Fund Expenditures</b>	<b>5,043,096</b>	<b>4,254,223</b>	<b>788,873</b>	<b>84%</b>
<b>Ending Resources (Net)</b>	<b>3,029,602</b>	<b>3,927,803</b>		
	60%	92%		
	1,260,774	1,063,556		
	1,768,828	2,864,248		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>DEBT SERVICE (I&amp;S) FUND</b>	<b>ADOPTED/ AMENDED 2021-22</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>Beginning Resources</b>	148,083	148,083	-	100%
<b>REVENUE</b>				
50-00-4005 Property Taxes - I&S	1,028,887	1,034,425	(5,538)	101%
50-00-4005 Property Taxes - I&S	-	-	-	NA
50-00-4005 Property Taxes - I&S	-	-	-	NA
50-00-4517 Interest - IB I&S	-	9,957	(9,957)	NA
50-00-4801 Transfer from Utility Fund - I&S	115,000	-	115,000	0%
<b>Total Revenues</b>	1,143,887	1,044,383	99,504	
<b>EXPENDITURES</b>				
50-10-5820 2020 GO Ref Bonds Principal	465,000	465,000	-	100%
50-10-5821 2020 GO Ref Bonds Interest	33,450	33,450	-	100%
50-10-5821 2020 CO Principal	105,000	105,000	-	100%
50-10-5822 2020 CO Interest	490,650	490,650	-	100%
50-10-5790 Debt Administration	5,000	4,527	473	91%
50-55-5690 2013 Spart Fire Truck Lease	22,501	22,501	(0)	100%
<b>Total Expenditures</b>	1,121,601	1,121,128	473	
<b>Ending Resources</b>	170,369	71,337		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

STREET FUNDS	Maintenance/Construction	ADOPTED / AMENDED 2021-2022	YTD	REMAINING BUDGET	% OF BUDGET
<b>Funded by Street Maintenance Sales Tax</b>					
<b>Beginning Resources</b>		302,752	281,218	21,534	93%
<b>Street Repair Fund Revenue</b>					
17-00-4041	Sales Tax - Dedicated Streets	175,000	258,143	(83,143)	148%
<b>Total Street Repair Fund Revenue</b>		175,000	258,143	(83,143)	
<b>Street Repair Fund Expenditure</b>					
17-80-5335	Street Maintenance	350,000	9,332	340,668	3%
			9,332	#VALUE!	
<b>Total Street Repair Expenditure</b>		350,000	9,332	340,668	
			394,450	(394,450)	#DIV/0!
			394,450	(394,450)	#DIV/0!
			403,782	(403,782)	#DIV/0!
<b>Ending Resources</b>		127,752	530,029		
 <b>Funded by Annexation Fees</b>					
<b>Beginning Resources</b>		182,659	194,586	(11,927)	107%
<b>Street Repair Revenue</b>					
23-80-4210	Capital Recovery Fees - Lavon Farms	26,707	17,184	9,523	64%
31-80-4210	Annexation Fees - Trails of Lavon	-	65,100	(65,100)	NA
32-80-4210	Annexation Fees - Elevon	-	138,700	(138,700)	NA
<b>Total Street Repair Revenue</b>		26,707	220,984	(194,277)	
<b>Street Repair Fund Expenditure</b>					
not setup	not setup	40,000	-	40,000	0%
<b>Total Street Repair Expenditure</b>		40,000	-	40,000	
<b>Ending Resources</b>		169,366	415,570		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

UTILITY FUND	ADOPTED 2021-2022	YTD	REMAINING BUDGET	% OF BUDGET
<b>Beginning Resources</b>	627,929	623,022	4,907	99%
<b>Revenues</b>				
<b>Administration</b>				
20-00-4202 Administration Fee	-	-	-	NA
20-00-4520 Interest - IB Utility	-	8,706	(8,706)	NA
20-00-4521 Interest - IB Sewer Tap	500	10,965	(10,465)	2193%
20-10-4240 Police - Fines/Fees	-	1,067	(1,067)	NA
20-85-4299 Late Fees	-	(40)	40	NA
<b>Total Administration</b>	500	20,698	(20,198)	4140%
<b>Solid Waste</b>				
20-86-4115 Solid Waste Income	663,600	730,948	(67,348)	110%
<b>Total Solid Waste</b>	663,600	730,948	(67,348)	110%
<b>Sanitary Sewer</b>				
20-85-4110 Sewer Charges	828,000	947,447	(119,447)	114%
20-85-4202 Administration Fee	25,000	53,000	(28,000)	212%
20-85-4230 Sewer Tap Fee	900,000	1,431,250	(531,250)	159%
20-85-4231 Bear Creek Trunk CRF	35,000	72,638	(37,638)	208%
20-85-4299 Late Fees	12,500	37,918	(25,418)	303%
20-85-4330 Online Permit Payments		2,653	(2,653)	NA
20-85-4650 Developer Contrib		1,930,000	(1,930,000)	NA
<b>Total Sanitary Sewer</b>	1,800,500	4,474,906	(2,674,406)	249%
<b>Total Revenue</b>	2,464,600	5,226,552	(2,761,952)	212%
<b>UTILITY FUND EXPENDITURES</b>				
<b>Solid Waste</b>				
20-86-5100 Office Supplies	8,500	9,956	(1,456)	117%
20-86-5104 Billing Supplies	11,000	2,173	8,827	20%
20-86-5190 Office Furniture & Equipment	500	390	110	78%
20-86-5515 Credit Card Contract	3,500	1,104	2,396	32%
20-86-5520 SAAS Contracts	35,000	28,443	6,557	81%
20-86-5595 Solid Waste Contract	482,236	504,763	(22,527)	105%
20-86-5785 Sales Tax	48,000	52,742	(4,742)	110%
20-86-5802 Transfer to General Fund	172,000	171,996	4	100%
<b>Total Solid Waste</b>	760,736	771,568	(10,832)	101%
<b>Sanitary Sewer</b>				
20-85-4231 Bear Creek Trunk Recovery Fee	20,000	-	20,000	0%
20-85-5210 Electricity	64,000	57,192	6,808	89%
20-85-5390 Sewer System Maintenance	40,000	7,392	32,608	18%
20-85-5590 NTMWD	482,675	472,319	10,356	98%
20-85-5801 Transfer to General Fund	620,000	99,996	520,004	16%
20-85-5804 Transfer to Debt Service	115,000	-	115,000	0%
20-85-9422 Elevon WWTP Construction	-	358,575	(358,575)	NA
20-85-9423 Sewer System Improvements	275,000	11,645	263,355	4%
not set up not set up	300,000	-	300,000	0%
<b>Total Sanitary Sewer</b>	1,916,675	1,007,119	909,556	53%
<b>Total Expenditure</b>	2,677,411	1,778,687	898,724	66%
<b>Ending Resources</b>	415,118	4,070,887		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

<b>SEWER TAP FUND</b>	<small>NEW COA</small> <b>ADOPTED/ AMENDED 2021-2022</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>Beginning Resources</b>	697,411	1,081,286	(383,875)	155%
Transfer In for Expansion/Maint	-	450,000	(450,000)	NA
<b>SEWER TAP FUND REVENUE</b>				
20-85-4230 Sewer Tap Fee	-	-	-	NA
20-00-4521 Interest - IB Sewer Tap	-	-	-	NA
20-85-4231 Bear Creek Trunk Recovery Fee	-	-	-	NA
<b>Total Sewer Tap Fund Revenue</b>	-	-	-	NA
<b>SEWER TAP FUND EXPENDITURES</b>				
20-85-5390 Sewer System Maintenance	-	-	-	NA
20-85-9422 Elevon WWTP	-	-	-	NA
20-85-9423 Sewer System Improvements	-	-	-	NA
20-85-5590 NTMWD	-	-	-	NA
not set up not set up	-	-	-	NA
20-85-5804 Transfer to Debt Service	-	-	-	NA
20-85-5210 Electricity	-	-	-	NA
20-85-4231 Bear Creek Trunk Recovery Fee	-	-	-	NA
<b>Total Sewer Tap Fund Expenditures</b>	-	-	-	NA



## CITY OF LAVON Agenda Brief

MEETING: December 20, 2022

ITEM: 7 - D

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**Item:**

Discussion and action regarding Ordinance No. 2022-12-07 amending Ordinance No. 2022-09-02, that approved and adopted a budget for the City for the fiscal year October 1, 2021 through September 30, 2022 to amend adopted revenues and expenditures of the budget to reconcile the transition to an updated chart of accounts; and declaring an effective date.

**Background:**

An updated Chart of Accounts was provided to the City Council on November 21, 2022. A report with detailed mapping was provided to clearly identify the transition.

To appropriately represent and allocate funds to cover expenditures and allow for budget variances, the proposed budget amendment is presented for the City Council's consideration. The amendment conforms to a balanced budget.

The proposed amendment represents the budget changes resulting from the recent transition to an updated Chart of Accounts.

For purposes of transparency, the amendment does not include adjustments for revenues and expenditures that were over or under budgeted levels. A subsequent amendment may be prepared for the Council's consideration.

**Financial Implications:**

The proposed amendment represents and allocates funding appropriately.

***Staff Notes:***

Approval is recommended.

**Attachments:** 1) Proposed Ordinance

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2022-12-08**

Budget Amendment #1 - Fiscal Year 2022-2023

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2022-08-06, THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE BUDGET TO RECONCILE THE TRANSITION TO AN UPDATED CHART OF ACCOUNTS; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lavon, Texas has adopted and approved a budget of the expenditures and revenues of all City Departments, Divisions and Offices for the Fiscal Year 2022-23; 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 for the fiscal year aforesaid to reconcile the approved budget to the transition to an updated Chart of Accounts; and

**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 2021-22 fiscal year budget, as amended and 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 chart of accounts, 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 20<sup>th</sup> day of December 2022.

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Vicki Sanson, Mayor

**ATTEST:**

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Rae Norton, City Secretary

**ORDINANCE NO. 2022-12-08**

**Exhibit A**

		Budget As Adopted 8/5/2022	Budget Amendment Proposed	Changes
General Fund	Revenues	5,060,233	5,060,233	-
	Expense	5,885,618	5,885,618	-
Interest & Sinking Fund	Revenues	1,183,601	1,183,601	-
	Expense	1,125,151	1,125,151	-
Street Funds	Revenues	252,864	252,864	-
	Expense	799,634	799,634	-
Utilities Fund	Revenues	1,880,120	2,815,620	(935,500)
	Expense	1,044,000	5,783,000	(4,739,000)
Sewer Tap Fund	Revenues	935,500	-	935,500
	Expense	4,739,000	-	4,739,000
	Total Revenues	9,312,318	9,312,318	-
	Total Expenses	13,593,403	13,593,403	-

# City of Lavon

## Monthly Financial Report

### As of 10/31/22

	(New COA) Budget	YTD	Remaining	% Budget
<b>General Fund</b>				
Other Funding	2,393,227	2,393,227		
Revenue	5,060,233	190,431	4,869,802	3.76%
Expenses	5,885,618	434,474	5,451,143	7.38%
Ending Resources	1,567,842	2,149,184		
<b>Interest &amp; Sinking</b>				
Beginning Resources	84,922	84,922		
Revenue	1,183,601	11,760	1,171,841	0.99%
Expenses	1,125,151	-	1,125,151	0.00%
Ending Resources	143,372	96,682		
<b>Streets - Tax Funded</b>				
Beginning Resources	481,240	481,240		
Revenue	250,000	25,746	224,254	10.30%
Expenses	450,000	-	450,000	0.00%
Ending Resources	281,240	506,986		
<b>Streets - Fee Funded</b>				
Beginning Resources	400,570	400,570		
Revenue	2,864	-	2,864	0.00%
Expenses	349,634	-	349,634	0.00%
Ending Resources	53,800	400,570		
<b>Utilities</b>				
Beginning Resources	6,305,158	2,730,158		
Revenue	2,815,620	584,761	2,230,859	20.77%
Expenses	5,783,000	161,526	5,621,474	2.79%
Ending Resources	3,337,778	3,153,393		
<b>Total Beginning Resources</b>	<b>9,665,117</b>	<b>6,090,117</b>		
<b>Total Revenues</b>	<b>9,312,318</b>	<b>812,698</b>	<b>8,499,620</b>	<b>8.73%</b>
<b>Total Expenses</b>	<b>13,593,403</b>	<b>596,000</b>	<b>12,997,403</b>	<b>4.38%</b>
<b>Total End Resources</b>	<b>5,384,032</b>	<b>6,306,815</b>		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
<b>ESTIMATED BEGINNING RESOURCES</b>					
	Estimated Beginning Resources	2,318,227	2,318,227	-	100.00%
	Bond Proceeds for Professional Serv	75,000	75,000	-	100.00%
<b>REVENUES</b>					
<b>Taxes</b>					
10-00-4001	Property Taxes	1,830,233	17,202	1,813,031	0.94%
10-00-4040	Sales & Use Tax	500,000	51,491	448,509	10.30%
10-00-4045	Mixed Beverage Sales Tax	-		-	#DIV/0!
10-00-4060	Franchise Fees	185,000	6	184,994	0.00%
	<b>Total Taxes</b>	2,515,233	68,699	2,446,534	2.73%
<b>Transfers In</b>					
10-00-4801	Transfer from Utility Fund - Sewer	608,000		608,000	0.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000		144,000	0.00%
	<b>Total Transfers</b>	752,000	-	752,000	0.00%
<b>Other General Government</b>					
10-00-4500	Interest Income	-	2,969	(2,969)	#DIV/0!
10-00-4690	Sale of Property	500		500	0.00%
	<b>Total Other General Government</b>	500	2,969	(2,469)	593.76%
<b>Administration</b>					
10-10-4101	PID Administrative Services	33,000		33,000	0.00%
10-10-4405	Building Rent - LEDC	6,000	6,000	-	100.00%
	<b>Total Administration</b>	39,000	6,000	33,000	15.38%
<b>Municipal Court</b>					
10-25-4215	Court Fees	2,000	250	1,750	12.50%
	<b>Total Municipal Court</b>	2,000	250	1,750	12.50%
<b>Police Department</b>					
10-45-4240	Police - Fines/Fees	50,000	3,813	46,187	7.63%
10-45-4245	Police - Warrant Fees/Fines	5,000	38	4,962	0.76%
	<b>Total Police Department</b>	55,000	3,850	51,150	7.00%
<b>Fire Department</b>					
10-55-4160	Fire Service Contract	24,000		24,000	0.00%
10-55-4650	Developer Contributions	-		-	#DIV/0!
	<b>Total Fire Department</b>	24,000	-	24,000	0.00%
<b>Parks &amp; Rec Department</b>					
10-65-4130	Facility Rental	1,500		1,500	0.00%
	<b>Total Parks &amp; Rec Department</b>	1,500	-	1,500	0.00%
<b>Development Services</b>					
10-75-4305	General Permits	210,000	11,157	198,844	5.31%
10-75-4310	Land Use Application Fees	80,000		80,000	0.00%
10-75-4315	New Building Permits	850,000	97,656	752,344	11.49%
10-75-4325	Food Service Inspection Permits	5,500	(150)	5,650	-2.73%
10-75-4350	OSSF Permits	500		500	0.00%
10-75-4355	Infrastructure Inspection Fees	525,000		525,000	0.00%
	<b>Total Development Services</b>	1,671,000	108,663	1,562,337	6.50%
<b>Total General Fund Revenues</b>		5,060,233	190,431	4,869,802	3.76%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
<b>Total Source of Funds</b>		7,453,460	2,583,658	4,869,802	34.66%
<b>EXPENDITURES</b>					
<b>Administration Services</b>					
10-10-5000	Salaries & Wages	397,925	27,622	370,303	7%
10-10-5025	Health Insurance	49,500	3,076	46,424	6%
10-10-5030	Payroll Taxes	30,441	2,100	28,341	7%
10-10-5035	Retirement	73,616	4,922	68,694	7%
10-10-5040	TWC	1,300	2	1,298	0%
10-10-5045	Workers Comp	1,631	33,820	(32,189)	2074%
10-10-5100	Office Supplies	8,500	413	8,087	5%
10-10-5101	Council Supplies	1,500	169	1,331	11%
10-10-5107	Community Event Supplies	7,500	3,811	3,689	51%
10-10-5190	Office Furniture & Equipment - not cap	6,000		6,000	0%
10-10-5200	Phone, Internet	4,500	41	4,459	1%
10-10-5210	Electricity	8,500	654	7,846	8%
10-10-5220	Natural Gas	7,500	71	7,429	1%
10-10-5230	Water	1,000	54	946	5%
10-10-5401	Attorney	45,000	3,400	41,601	8%
10-10-5410	Auditor	16,000		16,000	0%
10-10-5425	Tax Assessor/Collector	2,500		2,500	0%
10-10-5430	Central Appraisal District	19,741		19,741	0%
10-10-5440	Professional Services - Other	5,000		5,000	0%
10-10-5510	Advertising	18,000	958	17,042	5%
10-10-5520	SAAS Contracts (software/app service)	25,000	32	24,968	0%
10-10-5540	Cleaning Service	7,500	500	7,000	7%
10-10-5545	Election Services	8,000		8,000	0%
10-10-5560	Contract Labor	1,000		1,000	0%
10-10-5589	Sales Tax Incentive Rebate	45,000		45,000	0%
10-10-5700	Dues & Fees	6,000	576	5,424	10%
10-10-5720	Employee Travel	2,500	1,868	632	75%
10-10-5725	Employee Training	8,500	400	8,100	5%
10-10-5730	Staff Development	3,500		3,500	0%
	<b>Total Administration Operations</b>	812,654	84,490	728,164	10%
<b>Admin Capital Outlay</b>					
10-10-9103	Improvements	5,000		5,000	0%
	<b>Total Admin Capital Outlay</b>	5,000	-	5,000	0%
	<b>Total Admin Services</b>	817,654	84,490	733,164	10%
<b>Non-Departmental</b>					
10-15-5100	Office Supplies	8,000	735	7,265	9%
10-15-5305	Building Maintenance	42,500	18	42,482	0%
10-15-5440	Professional Services - Other	67,500	7,895	59,605	12%
10-15-5460	Insurance - Management Liability	3,317	3,054	263	92%
10-15-5470	Insurance - Facilities	15,362	15,055	307	98%
10-15-5475	Insurance - Vehicles & Equipment	14,048	13,767	281	98%
10-15-5525	Technology Services Contract	40,000		40,000	0%
10-15-5601	Office Equipment Leases	6,000	465	5,535	8%
	<b>Total Non-Departmental</b>	196,727	40,989	155,738	21%
<b>Municipal Court Services</b>					

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-25-5000	Salaries & Wages	63,227	4,787	58,440	8%
10-25-5025	Health Insurance	9,900	750	9,150	8%
10-25-5030	Payroll Taxes	4,837	366	4,471	8%
10-25-5035	Retirement	11,697	705	10,992	6%
10-25-5040	TWC	450	1	449	0%
10-25-5045	Workers Comp	259	-	259	0%
10-25-5100	Office Supplies	2,000	123	1,877	6%
10-25-5402	Judge	12,000	375	11,625	3%
10-25-5403	Prosecutor	-	638	(638)	#DIV/0!
10-25-5515	Credit Card Contract	1,000		1,000	0%
10-25-5546	Jury Service	250		250	0%
10-25-5725	Employee Training	1,000		1,000	0%
	<b>Total Municipal Court</b>	106,620	7,744	98,876	7%
<b>Police Services</b>					
10-45-5000	Salaries & Wages	1,149,800	67,049	1,082,751	6%
10-45-5025	Health Insurance	154,752	9,080	145,672	6%
10-45-5030	Payroll Taxes	87,960	5,059	82,901	6%
10-45-5035	Retirement	212,713	11,891	200,822	6%
10-45-5040	TWC	5,000	5	4,995	0%
10-45-5045	Workers Comp	59,907	-	59,907	0%
10-45-5100	Office Supplies	4,750	200	4,550	4%
10-45-5103	Community Policing Supplies	11,000	2,051	8,949	19%
10-45-5105	Child Abuse Interlocal - Supplies	1,500		1,500	0%
10-45-5125	Operating Supplies	8,500		8,500	0%
10-45-5155	Uniforms	17,000	552	16,448	3%
10-45-5160	Personal Protection Equipment	7,500		7,500	0%
10-45-5190	Office Furniture & Equipment - not cap	13,000		13,000	0%
10-45-5195	Tools & Equipment - not capitalized	48,900	1,102	47,798	2%
10-45-5200	Phone, Internet	49,500	564	48,936	1%
10-45-5210	Electricity	12,000	613	11,387	5%
10-45-5230	Water	1,000	48	952	5%
10-45-5240	Fuel	45,000	2,975	42,025	7%
10-45-5315	Vehicle Maintenance	31,500	853	30,647	3%
10-45-5325	Equipment Maintenance	5,000		5,000	0%
10-45-5465	Insurance - Law Enforcement Liability	10,492	10,282	210	98%
10-45-5520	SAAS Contracts (software/app service)	27,500	18,989	8,511	69%
10-45-5530	Medical Services	1,500		1,500	0%
10-45-5540	Cleaning Service	7,000	497	6,503	7%
10-45-5548	Dispatch Service	73,708	17,698	56,010	24%
10-45-5551	Inmate Boarding Contract	12,000	1,625	10,375	14%
10-45-5552	Animal Control Service	6,250	1,563	4,688	25%
10-45-5700	Dues & Fees	1,000		1,000	0%
10-45-5720	Employee Travel	1,000	159	841	16%
10-45-5725	Employee Training	6,000	1,011	4,989	17%
	<b>Total Police Operations</b>	2,072,732	153,865	1,918,867	7%
	<b>Police Capital Outlay</b>				
10-45-9102	Remodel	3,000		3,000	0%
	<b>Total Police Capital Outlay</b>	3,000	-	3,000	0%
	<b>Total Police Services</b>	2,075,732	153,865	1,921,867	7%
<b>Fire Services</b>					

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-55-5000	Salaries & Wages	556,210	21,188	535,022	4%
10-55-5025	Health Insurance	77,376	3,004	74,372	4%
10-55-5030	Payroll Taxes	42,550	1,580	40,970	4%
10-55-5035	Retirement	102,899	3,776	99,123	4%
10-55-5040	TWC	1,500	-	1,500	0%
10-55-5045	Workers Comp	37,683		37,683	0%
10-55-5100	Office Supplies	3,875	72	3,803	2%
10-55-5125	Operating Supplies	10,000	298	9,702	3%
10-55-5155	Uniforms	12,500	194	12,306	2%
10-55-5160	Personal Protection Equipment	20,000	11,274	8,726	56%
10-55-5195	Tools & Equipment - not capitalized	31,000	100	30,900	0%
10-55-5200	Phone, Internet	19,500	270	19,230	1%
10-55-5210	Electricity	15,000	530	14,470	4%
10-55-5220	Natural Gas	3,000	69	2,931	2%
10-55-5230	Water	3,500	69	3,431	2%
10-55-5240	Fuel	20,000	1,454	18,546	7%
10-55-5316	Apparatus Maintenance	42,500	489	42,011	1%
10-55-5325	Equipment Maintenance	5,000	450	4,550	9%
10-55-5330	Storm Siren O&M	1,500	11	1,490	1%
10-55-5520	SAAS Contracts (software/app service)	20,000	12,914	7,086	65%
10-55-5530	Medical Services	3,000		3,000	0%
10-55-5536	Ambulance Service	45,635	1,470	44,165	3%
10-55-5540	Cleaning Service	3,900	257	3,643	7%
10-55-5547	Fire Marshal Contract	4,500	709	3,791	16%
10-55-5549	Fire Alarm Monitoring Service	1,000		1,000	0%
10-55-5560	Contract Labor	80,000	6,350	73,650	8%
10-55-5700	Dues & Fees	5,500	570	4,930	10%
10-55-5720	Employee Travel	10,000	516	9,484	5%
	<b>Total Fire Operations</b>	<b>1,179,128</b>	<b>67,614</b>	<b>1,111,514</b>	<b>6%</b>
<b>Fire Capital Outlay</b>					
10-55-9103	Improvements	2,500		2,500	0%
10-55-9104	Furnishings	12,500	160	12,340	1%
10-55-9226	Fire Apparatus	200,000		200,000	0%
	<b>Total Fire Capital Outlay</b>	<b>215,000</b>	<b>160</b>	<b>214,840</b>	<b>0%</b>
	<b>Total Fire Services</b>	<b>1,394,128</b>	<b>67,774</b>	<b>1,326,354</b>	<b>5%</b>
<b>Parks &amp; Rec Department</b>					
10-65-5310	Grounds Maintenance	27,500	705	26,795	3%
	<b>Total Parks &amp; Rec Department</b>	<b>27,500</b>	<b>705</b>	<b>26,795</b>	<b>3%</b>
<b>Development Services</b>					
10-75-5570	Inspector Services	245,000	32,424	212,576	13%
	<b>Total Development Services</b>	<b>245,000</b>	<b>32,424</b>	<b>212,576</b>	<b>13%</b>
<b>Public Works Services</b>					
10-80-5000	Salaries & Wages	291,370	18,769	272,601	6%
10-80-5025	Health Insurance	48,360	3,318	45,042	7%
10-80-5030	Payroll Taxes	22,290	1,435	20,855	6%
10-80-5035	Retirement	53,903	2,940	50,963	5%
10-80-5040	TWC	2,273		2,273	0%
10-80-5045	Workers Comp	17,686	4	17,682	0%
10-80-5100	Office Supplies	575	12	563	2%
10-80-5102	MS-4 Educational Supplies	1,000		1,000	0%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-80-5125	Operating Supplies	4,500	111	4,389	2%
10-80-5155	Uniforms	5,000	623	4,377	12%
10-80-5195	Tools & Equipment - not capitalized	6,000	20	5,980	0%
10-80-5200	Phone, Internet	2,400	297	2,103	12%
10-80-5211	Electricity - Street Lights	90,000	5,848	84,152	6%
10-80-5230	Water	1,000	39	961	4%
10-80-5240	Fuel	14,000	745	13,255	5%
10-80-5305	Building Maintenance	20,000		20,000	0%
10-80-5310	Grounds Maintenance	18,000	1,729	16,271	10%
10-80-5315	Vehicle Maintenance	7,000	283	6,717	4%
10-80-5325	Equipment Maintenance	10,000	243	9,757	2%
10-80-5335	Streets/Sidewalks Maintenance	30,000	825	29,175	3%
10-80-5340	Sign Maintenance	11,600		11,600	0%
10-80-5355	Drainage Maintenance	30,000		30,000	0%
10-80-5385	Mosquito Control	12,000	2,220	9,780	19%
10-80-5395	Septic System Maintenance	300		300	0%
10-80-5415	Engineer	42,000	6,980	35,020	17%
10-80-5530	Medical Services	1,000	45	955	5%
10-80-5565	Code Enforcement Services	10,000		10,000	0%
10-80-5570	Inspection Services	87,000		87,000	0%
10-80-5720	Employee Travel	1,000		1,000	0%
10-80-5725	Employee Training	3,500		3,500	0%
10-80-9401	Building Maintenance	2,500		2,500	0%
	<b>Total Public Works Operations</b>	<b>846,257</b>	<b>46,483</b>	<b>799,774</b>	<b>5%</b>
	<b>Public Works Capital Outlay</b>				
10-80-9220	Vehicle	6,000		6,000	0%
10-80-9221	Equipment	18,000		18,000	0%
10-80-9222	Heavy Equipment	150,000		150,000	0%
10-80-9401	CIP Prep & Admin	2,000		2,000	0%
	<b>Total Capital Outlay</b>	<b>176,000</b>	<b>-</b>	<b>176,000</b>	<b>0%</b>
	<b>Total Public Works Services</b>	<b>1,022,257</b>	<b>46,483</b>	<b>975,774</b>	<b>5%</b>
	<b>Total General Fund Expenditures</b>	<b>5,885,618</b>	<b>434,474</b>	<b>5,451,143</b>	<b>7%</b>
	<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>1,567,842</b>	<b>2,149,184</b>	<b>(581,342)</b>	
		27%	5		
		1,471,404	108,619		
		96,438	2,040,565		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**  
NEW COA

<b>DEBT SERVICE (I&amp;S) FUND</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>ESTIMATED BEGINNING RESOURCES</b>	84,922	84,922	-	100%
<b>REVENUE</b>				
50-00-4005 Property Taxes - I&S	1,108,601	10,666	1,097,936	1%
50-00-4517 Interest - IB I&S	-	1,095	(1,095)	#DIV/0!
50-00-4801 Transfer from Utility Fund - I&S	75,000		75,000	0%
<b>Total Revenues</b>	<b>1,183,601</b>	<b>11,760</b>	<b>1,171,841</b>	
<b>EXPENDITURES</b>				
50-10-5790 Debt Administration	15,000	-	15,000	0%
50-10-5820 2020 GO Ref Bonds Principal	470,000	-	470,000	0%
50-10-5821 2020 GO Ref Bonds Interest	24,100	-	24,100	0%
50-10-5821 2020 CO Principal	105,000	-	105,000	0%
50-10-5822 2020 CO Interest	488,550	-	488,550	0%
50-55-5690 2013 Fire Truck Lease	22,501	-	22,501	0%
<b>Total Expenditures</b>	<b>1,125,151</b>	<b>-</b>	<b>1,125,151</b>	
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>143,372</b>	<b>96,682</b>		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

STREET FUND	Maintenance/Construction	OLD COA	NEW COA	YTD	REMAINING BUDGET	% OF BUDGET
		ADOPTED 2022-23	ADOPTED/ AMENDED 2022-23			
<b>Funded by Street Maintenance Sales Tax</b>						
	<b>ESTIMATED BEGINNING RESOURCES</b>	481,240	481,240	481,240	-	100%
	<b>Street Repair Fund Revenue</b>					
17-00-4041	<b>Sales Tax - Dedicated Streets</b>	250,000	250,000	25,746	224,254	10%
	<b>Total Street Repair Fund Revenue</b>	250,000	250,000	25,746	224,254	
	<b>Street Repair Fund Expenditure</b>					
17-80-5335	<b>Street Maintenance</b>	450,000	450,000	-	450,000	0%
	<b>Total Street Repair Expenditure</b>	450,000	450,000	-	450,000	0%
	<b>ESTIMATED ENDING RESOURCES (Net)</b>	281,240	281,240	506,986		
<b>Funded by Annexation Fees</b>						
	<b>ESTIMATED BEGINNING RESOURCES</b>	400,570	400,570	400,570	-	100%
	<b>Street Repair Revenue</b>					
23-80-4210	<b>Capital Recovery Fees - Lavon Farms</b>	2,864	2,864	-	2,864	0%
31-80-4210	<b>Annexation Fees - Trails of Lavon</b>	-	-	-	-	NA
32-80-4210	<b>Annexation Fees - Elevon</b>	-	-	-	-	NA
	<b>Total Street Repair Revenue</b>	2,864	2,864	-	2,864	
	<b>Street Repair Fund Expenditure</b>					
23-80-5336	<b>Street Maint - Lavon Farms Regional</b>	199,634	199,634	-	199,634	0%
	<b>Other Street Maintenance</b>	150,000	150,000	-	150,000	0%
	<b>Total Street Repair Expenditure</b>	349,634	349,634	-	349,634	
	<b>ESTIMATED ENDING RESOURCES (Net)</b>	53,800	53,800	400,570		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

UTILITY FUND	NEW COA			
	ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% OF BUDGET
<b>ESTIMATED BEGINNING RESOURCES/TRANSFERS IN</b>	6,305,158	2,730,158	3,575,000	43%
<b>UTILITY FUND REVENUE</b>				
<b>Administration</b>				
20-00-4202 Administration Fee	25,000	2,650	22,350	11%
20-00-4520 Interest - IB Utility	12,500		12,500	0%
20-00-4521 Interest - IB Sewer Tap	500	1,214	(714)	243%
20-10-4130 Facility Rental	-	100	(100)	#DIV/0!
20-10-4240 Police - Fines/Fees	-	1,617	(1,617)	#DIV/0!
20-85-4299 Late Fees	12,500	3,376	9,124	27%
<b>Total Administration</b>	<b>50,500</b>	<b>8,956</b>	<b>41,544</b>	<b>18%</b>
<b>Solid Waste</b>				
20-86-4115 Solid Waste Income	736,200	69,834	666,366	9%
<b>Total Solid Waste</b>	<b>736,200</b>	<b>69,834</b>	<b>666,366</b>	<b>9%</b>
<b>Sanitary Sewer</b>				
20-85-4110 Sewer Charges	1,093,920	100,486	993,434	9%
20-85-4230 Sewer Tap Fee	900,000	405,300	494,700	45%
20-85-4231 Bear Creek Trunk	35,000		35,000	0%
20-85-4330 Online Permit Pmts	-	185	(185)	#DIV/0!
<b>Total Sanitary Sewer</b>	<b>2,028,920</b>	<b>505,971</b>	<b>1,522,949</b>	<b>25%</b>
<b>Total Revenue</b>	<b>2,815,620</b>	<b>584,761</b>	<b>2,230,859</b>	<b>21%</b>
<b>UTILITY FUND EXPENDITURES</b>				
<b>Solid Waste</b>				
20-86-5100 Office Supplies	8,500	1,000	7,500	12%
20-86-5104 Billing Supplies	3,000	283	2,717	9%
20-86-5190 Office Furniture & Equipment	500		500	0%
20-86-5515 Credit Card Contract	3,500	133	3,367	4%
20-86-5520 SAAS Contracts	3,500		3,500	0%
20-86-5595 Solid Waste Contract	650,000	50,127	599,873	8%
20-86-5785 Sales Tax	48,000	4,907	43,093	10%
20-86-5802 Transfer to General Fund	144,000		144,000	0%
<b>Total Solid Waste</b>	<b>861,000</b>	<b>56,451</b>	<b>804,549</b>	<b>7%</b>
<b>Sanitary Sewer</b>				
20-85-4231 Bear Creek Trunk Recovery Fee	20,000		20,000	0%
20-85-5210 Electricity	64,000	5,519	58,481	9%
20-85-5390 Sewer System Maintenance	40,000	1,640	38,360	4%
20-85-5590 NTMWD O&M Contract	540,000	97,916	442,084	18%
20-85-5801 Transfer to General Fund	608,000		608,000	0%
20-85-5804 Transfer to Debt Service	75,000		75,000	0%
20-85-9423 Sewer System Improvements	275,000		275,000	0%
not set up WWTP Ph 3 Expansion	300,000	-	300,000	0%
not set up Lavon-North WWTP Construction	3,000,000		3,000,000	0%
<b>Total Sanitary Sewer</b>	<b>4,922,000</b>	<b>105,075</b>	<b>4,816,925</b>	<b>2%</b>
<b>Total Expenditure</b>	<b>5,783,000</b>	<b>161,526</b>	<b>5,621,474</b>	<b>3%</b>
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>3,337,778</b>	<b>3,153,393</b>		



## CITY OF LAVON Agenda Brief

MEETING: December 20, 2022

ITEM: 7 - D

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**Item:**

Discussion and action regarding the selection of the proposal for depository bank services submitted by Independent Financial and authorization for the Mayor and City Attorney to negotiate a contract with the selected provider.

**Background:**

The Local Government Code provides that the City Council shall designate Depository for banking services. The City issued a Request for Proposals (RFP) for bank depository services and received one qualified and competitive proposal.

***Code Excerpt:***

**Texas Local Government Code, Section 105**

Sec. 105.011. DEPOSITORY AUTHORIZED. (a) Before awarding a depository services contract to a depository, the governing body of a municipality shall receive applications for the performance of depository services from one or more banks, credit unions, or savings associations.

(b) The governing body may consider the application of a bank, credit union, or savings association that is not doing business within the municipality if:

(1) the bank, credit union, or savings association maintains a place of business within the state and offers within the state the services required by the depository services contract; and

(2) the governing body, prior to giving the notice required by Section **105.012**, has adopted a written policy expressly permitting the consideration of applications received by the municipality from a bank, credit union, or savings association that is not doing business within the municipality, after taking into consideration what is in the best interest of the municipality in establishing a depository.

(c) The designated officer shall request, receive, and review applications for the performance of depository services. The designated officer shall present the specifications of each application to the governing body who will then select a depository.

Sec. 105.015. SELECTION OF DEPOSITORY. (a) The governing body of a municipality may authorize the designated officer to execute on the municipality's behalf one or more depository services contracts.

(b) The governing body may reject any of the applications and readvertise if all applications are rejected.

(c) The conflict of interests provisions of Section **131.903** apply to the selection of the depositories.

Sec. 105.016. DESIGNATION OF DEPOSITORY. (a) The governing body shall designate, by an order recorded in its minutes, the bank, credit union, or savings association to serve as a depository for the municipality's funds.

(b) If a bank, credit union, or savings association selected as a municipal depository does not provide security by the deadline prescribed by Section **105.031**, the selection of the bank, credit union, or savings association as a depository is void, and the governing body may consider the application it deems to be the next most advantageous depository services application.

Sec. 105.017. TERM OF DEPOSITORY CONTRACT. A municipality may approve, execute, and deliver any depository services contract whose term does not exceed five years. The depository services contract may only contain terms and conditions approved by the governing body of the municipality.

The City published notice in the Wylie News, placed the notice on the website and notified the bank(s) operating within the City of the request for proposals for banking services. Independent Financial, the only bank that has a facility within the City of Lavon, was the only institution to submit a proposal.

The City has contracted for banking services with Independent Bank for at least the last fifteen years and has a long-standing relationship with the bank.

**Attachments:** RFP and response



December 8, 2022

City of Lavon

Dear Ms. Dobbs and friends,

Independent Financial is pleased to have the opportunity to submit a proposal for comprehensive banking services to the City of Lavon. Independent Financial is prepared to continue to offer a full array of both traditional and cutting edge banking products and services that will bring added value in the forms of convenience, time savings, increased employee productivity, decreased liability, greater peace of mind and other significant benefits to the City.

Independent Financial is a full-service commercial bank with over \$18.3 billion in assets with banking offices conveniently located in Collin County, and in the neighboring communities of Farmersville, and Rockwall. Independent Financial has nearly 1,600 employees in over 100 locations throughout the states of Texas and Colorado to serve the banking needs of the City, its employees, local residents and businesses.

Independent Financial has been serving the communities of North Texas since 1913 and enjoys the reputation of being a premier regional community bank of choice for individuals, businesses and publicly funded entities. Independent Financial is well-positioned to serve the depository needs of the City, as we currently contract state-wide with nearly 60 school districts, regional municipalities and public entities for banking services. Independent Financial is a publicly traded bank and is regulated by the Texas Department of Banking and the FDIC. Our organization is staffed by a team of dedicated, experienced and innovative professionals and we trust that you will enjoy the benefit of working with local decision makers who are interested in building long-term and mutually beneficial banking relationships.

We are grateful for the opportunity to submit this proposal. We look forward to serving you and forming a meaningful banking partnership in order to realize the financial goals for the City of Lavon.

If you have any questions regarding this proposal, please feel free to call us at 469-301-2942 or e-mail us at [publicfunds@ifinancial.com](mailto:publicfunds@ifinancial.com). Thank you in advance for your favorable consideration of our proposal. Our mission is to delight our customers with personalized financial solutions while uplifting our communities with financial and leadership support. We look forward to achieving this mission together.

Sincerely,

A handwritten signature in blue ink that reads 'Kathy Armstrong'.

Kathy Armstrong  
EVP, Director of Specialty, and Correspondent Banking

**Transmittal Letter**

I do hereby certify that I am authorized to act on behalf of Independent Bank to bind the Bank to the terms and conditions outlined in the attached Bid for Depository Services submitted to the Town of Shady Shores submitted April 3, 2018. This bid is valid for 180 days from the date of submission. If you wish to contact me, please do so as follows:

In Person: Independent Bank, 1600 Redbud Blvd #400 McKinney TX 75069

By Phone: 972-562-9004

By Email: [afeagin@ibt.com](mailto:afeagin@ibt.com)

By Fax: 972-562-7734

Signed:



Amy Feagin, Executive Vice President – Treasurer

## Application Submitted By

This application is being submitted to the City by the following person duly authorized to act on behalf of this applicant.

Independent Financial

FDIC or NCUA Certificate # 3076

7777 Henneman Way,

McKinney, TX 75070

Telephone # 214-399-3968

Email Address [Publicfunds@ifinancial.com](mailto:Publicfunds@ifinancial.com) OR [kathy.armstrong@ifinancial.com](mailto:kathy.armstrong@ifinancial.com)

Officer Name & Title (printed) KATHY ARMSTRONG, Executive Vice President



Officer Signature \_\_\_\_\_

*Signature indicates respondent accepts the specifications, terms and conditions of this RFP and that applicant is not delinquent on any payment due the City or involved in any lawsuit against the City.*

Date: 12-8-2022



City of Lavon, Texas

# Request for Proposal

Depository Bank Services

November 16, 2022

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## Calendar of Events

Wednesday, November 16, 2022	RFP available to prospective financial institutions
Friday, December 2, 2022	Deadline for questions due to City Administrator by 4:00 P.M.
Friday, December 9, 2022	Responses due to City Administrator by 2:00 P.M.
Tuesday, December 20, 2022	Anticipated City Council consideration of award (7:00 P.M.)
Sunday, January 15, 2023	New Depository Services Contract period begins

## Introduction

The City of Lavon, Texas (the "City") acting through its designated officer (Kim Dobbs) is requesting applications from qualified financial institutions, to provide the City with primary depository services. The award of the depository services contract is scheduled for consideration by the City Council of Lavon, Texas, at the address 120 School Road, Lavon, TX 75166, at its meeting to be held on Tuesday, December 20, 2022.

The City desires to enter into a depository services contract of mutual party benefit and reserves the right to contact and negotiate with all applicants regarding their applications prior to award, to clarify, verify, or request information regarding any application. The City Council will award the depository services contract to the applicant(s) whose application provides the most advantageous terms for the City, based on compliance with the RFP requirements and the City's needs. The City may request presentations and/or demonstrations from any one or all applicants and reserves the right to waive any formality or irregularity, (with the exception of the due date and time) and to make awards to more than one applicant, or to reject any or all applications.

### **Delivery Instructions:**

Applications will be accepted until 2:00 P.M. on Friday, December 9, 2022, via delivery of a USB Flash Drive in a SEALED Package to:

City of Lavon  
Attn: City Administrator  
2022 Banking RFP  
120 School Road  
Lavon, TX 75166

The Proposal MUST be SEALED and be clearly marked on the outside "2022 Banking RFP"

### **Governing Statutes:**

Chapter 105, Texas Local Government Code  
Chapter 2256, Texas Government Code, "Public Funds Investment Act" as amended  
Chapter 2257, Texas Government Code, "Public Funds Collateral Act" as amended.  
Investment Policy adopted 7/19/22.  
Chapter 131, Sub-chapter Z, Sec. 131.903, Conflict of Interest, Texas Local Government Code, "Finances".

### **Term of Contract:**

The term of the depository services contract will be for a maximum of five (5) years.

### **Application Requirements:**

1. One complete copy of the application response as a PDF file on a USB Flash Drive
2. The MS-Excel Bank Service Fee Schedule on a USB Flash Drive

**Authorized City Contact:**

All inquiries and or, questions should be in writing no later than 4 PM on Friday, December 2, 2022, directed to Kim Dobbs at [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov).

Pursuant to Chapter 105 of the Texas Local Government Code, this RFP is intended to serve as the application submission form. There are multiple blanks to fill in and questions to be answered. The evaluation of all applications received will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the applicant, if any, clearly stated and inserted in the appropriate place in the application submission.

Each of these exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the awarded depository services contract documents. Items and matters not explicitly notated in this manner shall be deemed to be in conformance with the City's specifications.

The services and fees represented in the RFP submission response from the awarded financial institution, shall overrule any and all previous service or other contracts between the City and the financial institution, as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFP submission from the awarded financial institution. Services initiated after consummation of the depository services contract shall carry charges and fees mutually agreed to, in writing, by the City and the awarded financial institution. Regardless of time delay, the awarded financial institution shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

**Designated Officer**

This RFP is offered by the following person duly authorized to act on behalf of the City:

---

Kim Dobbs  
City Administrator

## Account Activities

Transactions by Account						
August 2022						
Description	Beginning	Credits		Debits		Ending
	Balance	Number	Amount	Number	Amount	Balance
General	1,407,407.75	61	740,814.32	107	530,377.72	1,617,844.35
Sewer Fund	1,997,369.55	4	50,673.18	7	123,761.09	1,924,281.64
Utility	1,508,076.99	101	177,121.80	15	167,293.54	1,517,905.25
Dedicated	2,126,909.32	14	63,740.51	7	19,136.95	2,171,512.88
I&S	1,801,427.19	10	11,415.49	0	-	1,812,842.68
Lakepointe PID	486,585.42	1	289.28	0	-	486,874.70
Savings	3,065,897.74	14	18,552.46	0	-	3,084,450.20
LVFD	9,937.72	1	6,400.00	11	6,800.00	9,537.72
<b>Total</b>	<b>10,996,203.93</b>	<b>206</b>	<b>328,192.72</b>	<b>147</b>	<b>316,991.58</b>	<b>11,007,405.07</b>

Monthly payroll is around \$151,000 with about 28 FTE's. 100% of employees are on direct deposit. We pay employees on Wednesday at 8 am and submit by Tuesday at 3 pm to the bank.

Average Monthly Balances		
September 2021 – August 2022		
September 2021		908,021.23
October 2021		994,878.01
November 2021		951,106.44
December 2021		1,133,711.53
January 2022		1,040,451.00
February 2022		1,145,057.81
March 2022		1,338,040.91
April 2022		1,364,266.18
May 2022		1,393,202.29
June 2022		1,471,249.01
July 2022		1,531,273.90
August 2022		1,571,561.48
<b>Average</b>		<b>1,236,901.65</b>

Note: Operating balances will average approximately \$1,000,000.

Proposed Fee Schedule			
Volumes based on August 2022 activity			
Service	Unit Volume	Unit Price	Monthly Charge
<b>Balance Assessment Fee</b>	11,000,000		-
<b>General Account Services</b>			
Account Maintenance Fee	1	\$15	\$30.00
Credits	40	\$0.30	\$12.00
ACH Debit	5	\$0.15	\$0.75
ACH Credit	1	\$0.30	\$0.30
<b>Depository Services</b>			
Change Order – UNDER \$500	1	\$3.00	\$3.00
Full Strapped Currency	1	N/A	N/A
Rolled Coin Ordered	1	N/A	N/A
Branch Cash Deposited	10	\$0.0020	\$0.02
Remote Deposit - Monthly Maintenance	1	\$25	\$25
On-Us Items Deposited	1	\$0.10	\$0.10
Transit Items #2	1	N/A	N/A
Deposit Corrections	2	N/A	N/A
Return Item Fee	1	\$5.00	\$5.00
Rerun Deposited Items	1	N/A	N/A
<b>Disbursement Recon Services</b>			
Partial ARP and/or Pos Pay Maintenance	1	\$15.00	\$15.00
Checks Paid - Debits	125	\$0.15	\$18.75
Check Register Input - Item	1	N/A	N/A
Stop Payment	1	\$20.00	\$20.00
Positive Pay Exception Item	5	\$1.00	\$1.00
Positive Pay Exception Returned	1	N/A	N/A
Post No Checks - Main	1	N/A	N/A
<b>General ACH Services</b>			
ACH ID Maintenance	1	\$10.00	\$10.00
ACH File	1	\$5.00	\$5.00
ACH Transactions	2	\$0.10	\$0.10
ACH Chargeback Fee	1	N/A	N/A
ACH Delete - Item	1	N/A	N/A
ACH NOC Per Item	1	N/A	N/A
<b>Wire Services</b>			
Wire Transfer In	10	\$5.00	\$50.00
Wire Transfer Out	10	\$8.00	\$80.00
<b>Information Services</b>			
Previous Day Report	1	\$40.00	\$40.00
<b>Total</b>		<b>\$153.10</b>	<b>\$275.02</b>

## Evaluation Criteria

The City shall carefully review the submitted applications.

The evaluation of the applications will be based on the following criteria:

1. Ability of applicant to perform and provide the required and requested services.
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the City;
8. Convenience of location(s);
9. Completeness of application; and
10. Financial strength and stability of the institution.

## Expected Bank Services

The following services must be provided as described or in an alternative form that results in essentially the same outcome or capability.

### ONLINE BANKING PORTAL

ONLINE REPORTING SERVICES – The City expects online reporting that at a minimum includes:

- ledger balance,
- collected balance,
- one day float amount,
- total credits,
- total debits,
- detail debits and credits,
- transaction search capability, and
- export capability to MS-Excel.

Comment: Agreed, Independent Financial can accommodate this request.

WIRE TRANSFERS – The online banking system must offer wire transfer capability. Wires may be one time or be set up as repetitive of varying amounts. Notification of incoming wire transfers shall be made via the online banking portal.

Comment: Agreed, Independent Financial can accommodate this request.

ACH – The City expects a robust ACH system to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R and utility billing charges.

Comment: Agreed, Independent Financial can accommodate this request.

ONLINE BANKING HISTORICAL INFORMATION RETENTION – How long is continuous historical information retained online and accessible by the users? We understand that the standard retention period for check images is 7 years. Please list your retention period for the items listed below:

- Account transaction history (standard) – viewable online for a minimum of 12 months to online banking users
- Account transaction history (for additional fee) -
  - Account

Statements Comment:

ONLINE BANKING ADMINISTRATION/SELF-ADMINISTRATION – Once the service is in place, users are expected to be managed through self-administration. To confirm, can these services be completed online and without a request to the bank:

- Remote Deposit Capture access/functionality – yes
- Positive Pay User Access – yes
- ACH User functionality – yes

- Are there any other functions that require the bank to make the changes rather than the self-administrators? –

Comment: **New Additional User setup for Positive Pay and Remote Deposit Capture require initial setup for single sign on access.**

**MOBILE APP FUNCTIONALITY/ACCESS** – The City is interested in having access to perform certain online banking functions for the City via their smart phones. If your institution offers these services, what functions are available for use?

- Balance Reporting and Transaction Detail
- Initiate and/or Release/Approve Wire Transfers
- ACH – Release/Approve Batches
- Positive Pay Exception Decisions
  - Please list any additional functionality or clarifications in the comments

Comment: **All banking functions listed above can be accessed through user’s smart phone. Our Online Banking is a unified user experience and looks/functions identically on all devices.**

**AUTHENTICATION FOR ACCESS** – Please confirm the methods that are available with your bank for protecting the City against unauthorized access:

- Secure Token
- Secure Token app through cell phone
- Confirmation code sent via text message or email
- Biometric authentication

Comment: **secure token, secure token application through cell phone, and confirmation code via text/email are available.**

**ALERT/MESSAGING SYSTEM** – The City is interested in alerts sent via email and/or text messaging to alert the City of specific activity such as incoming wires, positive pay exceptions, etc.? If your institution offers this service, how is the City charged for this service?

- Messaging is provided at no cost
  - Messaging is provided for a flat monthly fee
    - Messaging is provided as a fee per message/per device fee
- Comment: **messaging is provided at no cost**

**ELECTRONIC DATA INTERCHANGE** – The City expects Electronic Data Interchange (“EDI”) service in order to see addenda information included with ACH deposits.

Comment: **Independent Financial can accommodate**

**PAID CHECK IMAGE OPTIONS** – What options does your institution offer for providing copies of paid checks to the City?

- Image of paid checks printed on statements
- Image of paid checks printed on the online version of the statements
- PDF File downloadable to the City each month
  - Online Image

## Inquiry/Search

Comment: All above options are available

## COLLECTIONS

REMOTE DEPOSIT CAPTURE – The City is considering remote deposit capture services for electronically preparing and submitting deposits. If needed, will your institution provide a scanner for the City to use?

Comment: Remote Deposit scanner can be purchased through us for the cost of \$500 for a single feed scanner, or \$900 for a multi-feed scanner. Refurbished scanners can be purchased by the City at a lower cost using the link below (please note: Digital Check TS215's are not compatible).

[https://www.vecmar.com/digital\\_check\\_scanners.htm](https://www.vecmar.com/digital_check_scanners.htm)

The cost of these scanners may be offset via Earnings Credit utilized on the Analysis Account

## DISBURSEMENTS

EMPLOYEE CHECK CASHING – The City expects the institution to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the institution.

Comment: Independent Financial can accommodate this request.

## FRAUD PROTECTION SERVICES

POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The City expects positive pay and full/partial account reconciliation service on designated accounts from which checks are issued. The City electronically transmits the issued check files to the institution. Minimum payment verification criteria shall be payee name, date, check number, and amount. The City may approve and make pay/no pay decisions on any exception items.

Comment: Agreed. Agreed

AUTOMATIC STALE DATING OF CHECKS – The City prefers the option of checks automatically becoming stale dated after a set period of time, based on the issue date in the Positive Pay system. Does your institution offer this feature, and if so, how does the institution handle items presented after they are stale?

Comment: Independent Financial's positive pay system automatically "stale dates" an item after 180 days. If the check is presented, the check will show as an exception to be worked by the City to either pay or return. The exception will be marked as "stale dated".

POST NO CHECKS – The City expects the fraud protection feature or service that prevents checks being presented for payment to be posted to the accounts from which checks are not issued.

Comment: Agreed

ACH POSITIVE PAY / ACH FRAUD FILTER – The City expects ACH positive pay/filter capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

Comment: Independent Financial can accommodate this request.

## LOCKBOX

CONSUMER BILL PAY PROCESSING - The City expects this service (often referred to as ELockbox) for receipts of utility and other payments generated from personal customer bank bill pay applications. The remittance data and payment amount captured during processing must be transmitted to the City daily for the update of the accounts receivable file. If provided, what percentage of bill payments submitted do you capture?

Comment: E Lockbox is offered by Independent Financial through a third-party vendor. Specific proforma volume pricing was not provided in this RFP as there were no volumes given. The pricing schedule attached to RFP does include ALL lockbox pricing. We can capture 100% of the bill payment data submitted. Independent Financial can also provide you with more detailed information such as cutoff times for same day processing, if necessary.

## MISCELLANEOUS

ACCOUNT STATEMENTS – The City expects that statements be rendered within five (5) working days after the close of the calendar month. Monthly cutoff of statements must occur on the last calendar day of each month. Bank will notify City before inactive accounts are placed in dormant status for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements must be received monthly, even if there is no activity for the account. The City expects to have access to online bank statements with images for at least the previous twelve months of statements.

Comment: Agreed

ACCOUNT ANALYSIS – The City expects account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City monthly. This requirement applies to “No Fee” or “Fee Waiver” applications.

Comment: Agreed, Account Analysis statements are available online for viewing, and printing.

PAYMENT FOR SERVICES and ACCOUNT SETTLEMENT – The City expects to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both. The City prefers that settlement of the excess/deficient condition as reflected by the group level account analysis occur on a quarterly basis. The City reserves the right to select Monthly Settlement if the pricing structure of the awarded financial institution favors Monthly Settlement. If deficient, settlement is to be made by direct debit to the City’s designated account.

Comment: Agreed, monthly settlement is available with any deficit charge being debited from the city’s designated DDA account on the 15<sup>th</sup> of the following month.

BALANCE ASSESSMENT – State how the institution will treat any Balance Assessment or balance-based fee applicable to the City (i.e., Deposit Supervisory Fee, Premium Assessment Fee, etc.). Please indicate

if the assessment will be for all depository balances or non-interest-bearing balances only. (Also, please reflect treatment on the attached Fee Schedule)

- Fees apply to only non-interest-bearing balances.
- Fees to be waived.
- Fees to be partially waived.
  - Fee to be passed in full to the City. Comment:

Balance Assessment fee only applies to Non-Interest Bearing Balances

RESERVE REQUIREMENT – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required, as well as the Reserve Requirement Percentage.

Comment: 10% Reserve Requirement is required on balances in calculating earnings credit.

EARNINGS CREDIT RATE – The institution must state the current ECR percentage, rate formula, frequency of ECR adjustment if not indexed, and rate floor being proposed:

Comment: Earnings Credit is based upon the prevailing Federal Funds Rate, currently priced at 4.00%. ECR is calculated based on: the average monthly DDA balance (x) ECR RATE (x) number of days in the month/365 days

INTEREST RATE OPTION – If balances are sufficient to cover all services and additional balances are available to earn interest, please provide answers for the following:

- Interest Rate % - 4.00% on index fund account (Indexed to prevailing Federal Funds Rate)
- Rate Formula (i.e., is there an index or is it a bank determination?): Index- Federal Funds Rate
- Rate tiers based on balance? No tiers on balances -all balances paid the same rate
- Rate Floor: No floor
- Type of Account: (MMA, Interest Bearing Account, ICS, Investment Sweep Account): Interest Bearing DDA Account – no limitations or restrictions on withdrawals or transfers
  - Any Fees associated with the recommended investment option:

Wire fees, to be offset with ECR earnings under “family/parent” relationship of accounts. Any & All fees would roll up to parent Non-Interest-Bearing Account to offset any fees utilizing the ECR earned

Comments/additional info if desired to clarify determination of interest rate:

Index: Federal Funds: [Federal Funds Target Range - Upper Limit \(DFEDTARU\) | FRED | St. Louis Fed \(stlouisfed.org\)](https://www.federalreserve.gov/monetarypolicy/summaryofcurrentpolicy.htm)

## Safekeeping of City-owned Securities

The Public Funds Investment Act in conjunction with the City's Investment Policy shall govern the City's investment activity and the successful applicant shall be expected to provide services within the constraints of both.

The City requests that the institution provide safekeeping services for the securities owned by the City, or offer an alternative option for safekeeping services.

The institution will act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and physical delivery services required to support investment activities. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the City's account. Necessary controls will be negotiated with the institution. Confirmation of trades must be provided to the City within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agreement" or similar contract executed between the City and the Institution. All interest payments on securities held are to be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The City prefers a web-based safekeeping transaction monitoring and reporting mechanism.

Please provide a schedule of securities safekeeping fees with the required Response Attachments.

Comment: **Agreed**

## Incentives/Enhancements Offered

TAMPERPROOF DEPOSIT BAGS – Will the institution provide tamperproof bags at no charge?

Comment: **Agreed**

ENDORSEMENT STAMPS & DEPOSIT SLIPS – Will the institution provide endorsement stamps and deposit slips at no charge?

Comment: **Agreed**

REMOTE DEPOSIT SCANNERS – Is the institution offering a scanner(s) to the City at no additional cost?

- Number of scanner(s)
- Brand of Scanner
- Single feed, or Capacity of documents scanned / minute

Comment: **Remote Deposit scanner can be purchased through the bank for the cost of \$500 for a single feed scanner, or \$900 for a multi-feed scanner. Refurbished scanners can be purchased by the City using the link below (please note: Digital Check TS215's are not compatible).**

[https://www.vecmar.com/digital\\_check\\_scanners.htm](https://www.vecmar.com/digital_check_scanners.htm)

INCENTIVE FEE WAIVER – If your institution is offering a waiver of monthly service fees during a specific timeframe, please provide the following information for clarity of the terms of your offer.

Comment: Independent Financial will offer a 3-month fee waiver to ensure all services are setup accordingly, etc.

**Zero-pricing waiver** (no fees assessed) during the timeframe of the offer and interest can be earned on balances during this time

- Number of months of the fee waiver: 3
  - Maximum dollar amount of waiver (if any limitations): Comment: 3-month fee waiver

**“Net” fee waiver** (only waives fees not covered by balances and earnings credit)

- Number of months of the fee waiver:
  - Maximum dollar amount of waiver (if any imitations): Comment: 3-month fee waiver

CASH TRANSITION ALLOWANCE / RETENTION BONUS/OFFER – If Institution is offering a cash amount to offset the cost of the transition, please provide that amount.

Comment:

City is currently with Independent Financial so there is no “cost of transition”. N/A

**Additional pricing notes:**

Proforma reflects actual activity for ALL (7) of the city's accounts per Independent Financial A/A statements from June 2022. This proforma reflects a strategy to have all charges from all (7) accounts flow up to the "parent" account to be offset with eligible ECR earned. All accounts would continue to have itemized billing per account. Based upon activity; the proforma peg amount established is \$750,000 to offset (ECR-4%) \$446.00 in charges. The remaining depository balances would be placed in the Public Fund Premier Index Fund, earning a interest rate currently of 4%. This index is tied to the prevailing FEDERAL FUNDS RATE established by the FEDERAL RESERVE.

## Other Stipulations

**RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS** – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful institution to comply with the requirements of the contract, then the City expressly reserves the right and privilege to cancel the contract and to re-solicit applications.

Comment: **Agreed.**

**RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS** – The City shall have the right, at its sole discretion, to direct, open and maintain accounts at other institutions.

Comment: **Agreed, However, city acknowledges that Independent Financial will serve as the primary bank for the city.**

**CERTIFICATES OF DEPOSIT** – Certificates of Deposit (“CDs”) will be opened in the name of the City and must be fully insured by the FDIC or collateralized in accordance with Chapter 2257 Public Funds Collateral Act and the City’s Investment Policy until the maturity date. Proof of collateral must be supplied to the City prior to CD settlement.

Comment: **Agreed.**

**RIGHT TO TERMINATE** – The City expressly reserves the right to terminate the contract with or without cause at any time by providing ninety (90) days written notice to the successful institution to close its accounts and terminate services.

Comment: **Agreed.**

**TERMS FIXED** – All fees, rate formulas, and conditions shall be fixed for the entire contract period, including any and all continuations.

Comment: **Agreed. Rates for both Interest Bearing and Non-Interest-Bearing Accounts are indexed to the FEDERAL FUNDS RATE. Fees are agreed to be fixed during time of contract.**

**SEMI-ANNUAL MEETING** – The City expects a review meeting at least once every six months to evaluate the working relationship between the City and the successful institution. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

Comment: **Agreed.**

**FORMAL CONTRACT REQUIRED** – The final appointment of the successful institution shall be made by the City Council. The successful institution shall be required to enter into a contract that incorporates all of the requirements of their official response to this RFP, along with the accompanying related schedules and materials as called for in this RFP. The formal agreements should include: a primary depository services contract, a collateral custodial agreement, and a FIRREA compliant resolution of certification (see reference under the Collateral Requirements).

**A sample of the proposed contract is attached at the end of the RFP.**

Comment: **Agreed**

**OVERDRAFT NOTIFICATION** – In the event a check or checks shall be presented for payment where there are insufficient funds in City’s collective accounts, the successful institution agrees to promptly notify

the City's Finance Director or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

Comment: **Agreed.**

RESEARCH – The City expects that all research requests are responded to within three business days of the request.

Comment: **Agreed.**

BANK ERRORS – Bank errors resulting in lost interest or incorrect service fees to the City must be reimbursed by the bank to the City, utilizing a mutually agreed upon method of reimbursement.

Comment: **Agreed.**

AUDIT CONFIRMATIONS – Successful institution must provide account balance audit confirmations to the City's audit firm annually at no charge.

Comment: **Agreed.**

ONE RELATIONSHIP OFFICER – The City requests one relationship manager to coordinate the successful institution's efforts and remain directly responsible for facilitating all City/Institution interaction. Please provide the name, title, phone number, and email address of the relationship manager.

Comment:

**Kathy Armstrong**  
**Executive Vice President**  
**Director Specialty & Correspondent Banking**  
**7777 Henneman Way**  
**McKinney, Texas 75070**  
**[Kathy.armstrong@ifinancial.com](mailto:Kathy.armstrong@ifinancial.com)**  
**[Publicfunds@ifinancial.com](mailto:Publicfunds@ifinancial.com)**  
**214-399-3968**

**Elizabeth Holland**  
**Vice President**  
**Director of Operations- Specialty & Correspondent Banking**  
**7777 Henneman Way**  
**McKinney, Texas 75070**  
**[Elizabeth.holland@ifinancial.com](mailto:Elizabeth.holland@ifinancial.com)**  
**[publicfunds@ifinancial.com](mailto:publicfunds@ifinancial.com)**  
**469-301-2825**

## Collateral Requirements

The institution shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the City's Investment Policy.

**COLLATERAL AMOUNT** – The maximum ledger balances could exceed \$6,000,000 in the aggregate. Historically, the average balances are less than \$5,000,000. Applicant must clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. The institution must monitor the collateral adequacy daily and provide additional collateral to secure balances as required.

Comment: **Agreed**

**COLLATERAL CUSTODY** – The pledged securities shall be held at an independent custodian acceptable to both the City and the institution. Please provide the name of the proposed independent custodian as well as any related fees.

Comment: **The Independent Banker's Bank (TIB), NO custodial or pledge fees for collateral**

**LETTERS OF CREDIT or PLEDGED SECURITIES** – How will your institution collateralize the City's deposits:

- Letters of Credit --**Standby Letter of Credit issued by The Federal Home Loan Bank of Dallas (FHLB).**
- IntraFi Structure (or similar FDIC spreading program)
- Pledged Securities- **Acceptable securities per city's investment policy. Pledged via custodian, TIB, The Independent Bankers Bank.**

IF Pledging Securities please respond to the following:

Ledger balance shall determine the total balance level. The institution shall pledge collateral equal to or in excess of the required level on a same day basis. If prior day ending ledger balance is to be used as the basis for calculating the required collateral pledge, in order to minimize any period where the City balances could be under collateralized, the City will require that a fixed pledged amount be maintained as mutually agreed to by the City and the institution.

Comment: **Agreed**

**COLLATERAL SUBSTITUTION** – The City prefers that any substitutions of the pledged securities in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. How does your institution handle substitutions?

- Substitutions will only be done with prior written authorization from the City
- Substitutions will be done without prior written approval, but always for securities of equal or greater quality and with a market value greater than or equal to the securities being replaced. The City, at its sole discretion, has the right to request a different security if the substituted security is unacceptable. **AGREED**
- Comment- **Standby Letters of Credit from The Federal Home Loan Bank of Dallas may be used in lieu of pledging of securities. If LOC is utilized, district will be notified prior, and LOC will be delivered to the city.**

**COLLATERAL REDUCTIONS** – The City strongly prefers that any reduction of the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. How does your institution handle collateral reductions?

- Reductions will only be done with prior written authorization from the City
- Reductions MAY be done without prior written approval, but your bank agrees to maintain a minimum threshold of collateral that will not be lowered without prior approval from the City? **AGREED**
- Comment: **SEE ABOVE**

**COLLATERAL REPORT** – The institution and the custodian shall provide City a monthly pledged securities report or additional reports at any time requested by City. The report must describe the total pledged securities by Name, Type / Description, CUSIP, Par Value, Current Face Value, Maturity Date.

Comment: **Agreed**

**ONLINE REPORTING** - Is daily online access to the City’s collateral account available through the third-party custodian?

Comment: **This is currently not available – in process for upgrade second quarter 2023**

**BOARD RESOLUTION** – The Board of Directors or designated committee of the institution will be required to provide a FIRREA compliant resolution. The following is an excerpt of the FIRREA requirement from the FDIC Code:

e) **AGREEMENTS AGAINST INTERESTS OF CORPORATION.** --

(1) **IN GENERAL.**--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement--

(A) is in writing,

(B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,

(C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and

(D) has been, continuously, from the time of its execution, an official record of the depository institution.

Comment: **AGREED**

## Required Disclosures & Certifications

As defined in Section 105.015 (c), each applicant shall comply with the conflict-of-interest provision of Section 131.903 of the Texas Local Government Code in regard to the selection of the depositories:

### Sec. 131.903. CONFLICT OF INTEREST.

- (a) A bank is not disqualified from serving as a depository for funds of a political subdivision if:
- (1) an officer or employee of the political subdivision who does not have the duty to select the political subdivision's depository is an officer, director, or shareholder of the bank; or
  - (2) one or more officers or employees of the political subdivision who have the duty to select the political subdivision's depository are officers or directors of the bank or own or have a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of the bank, if:
    - (A) a majority of the members of the board, commission, or other body of the political subdivision vote to select the bank as a depository; and
    - (B) the interested officer or employee does not vote or take part in the proceedings.
- (b) This section may not be construed as changing or superseding a conflicting provision in the charter of a home-rule municipality.

**In addition, the following disclosures apply:**

#### **Disclosure of interest:**

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Lavon, Texas must file a completed conflict of interest questionnaire which is available at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The conflict of interest questionnaire must be filed with the City of Lavon, Texas no later than the seventh business day after the later of the date that the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

#### **Certificate of interested parties:**

Section 2252.908 of the Texas Government Code applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies, with a few exceptions, to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity. The electronic filing application process can be started on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

**The City acknowledges that publicly traded business entities are exempt from this requirement.**

**Certification Regarding Listed Companies:**

In compliance with Chapter 2252 Subchapter F, of the Texas Government Code, prohibiting government contracts with a company doing business with Iran, Sudan or a foreign terrorist organization, the City of Lavon, Texas will not enter into a contract with a company reported on the LISTED COMPANIES per Section 2252.153.

**Certification Regarding Boycotting of Israel:**

Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract.

- (a) This section applies only to a contract that:
  - (1) Is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.
- (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
  - (1) Does not boycott Israel; and
  - (2) Will not boycott Israel during the term of the contract.

Comment:

**Certification Regarding Boycotting of Certain Energy Companies:**

Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract.

- (a) This section applies only to a contract that:
  - (1) Is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.
- (b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
  - (1) Does not boycott energy companies; and
  - (2) Will not boycott energy companies during the term of the contract.
- (c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Comment:

**Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association:**

Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract.

- (a) This section applies only to a contract that:
  - (1) Is between a governmental entity and a company with at least 10 full-time employees; and
  - (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

Comment:

## **Complete Application Checklist (Please provide in the order listed)**

Executive Summary / Coversheet

Completed RFP in PDF format on USB-flash drive.

Completed Fee Schedule returned in Excel format on the USB – flash drive.

COMMENTS:

**PRO-FORMA ACCOUNT ANALYSIS** – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFP and indicate any capability to provide the information electronically.

COMMENTS:

**SAMPLE COLLATERAL AGREEMENT** – As required by Bank/Custodian named in the RFP.

COMMENTS:

**SAMPLE SAFEKEEPING AGREEMENT** – As required by Safekeeping Agent.

COMMENTS:

**SAMPLE SAFEKEEPING REPORT OF CITY-OWNED SECURITIES** – Sample safekeeping report of the City owned securities that the City will receive monthly.

COMMENTS:

**SECURITIES SAFEKEEPING FEES** – Schedule of Securities Safekeeping Fees.

COMMENTS:

**REFERENCES** – List of at least three (3) comparable references and current Texas public funds clients, with total number of collateralized Texas public fund clients.

COMMENTS:

**SAMPLE FIRREA COMPLIANT DOCUMENT** – A sample copy of the document that clearly shows that the institution's Board or designated committee has accepted the Depository Contract and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the institution.

COMMENTS:

**COMPLETED AND SIGNED DISCLOSURES** – As required and applicable within the RFP.

COMMENTS:

**COMPLETED AND SIGNED APPLICATION SUBMITTED BY FORM** – Please include the signed form in the PDF file as well.

COMMENTS:

**EXCEPTIONS TO RFP REQUIREMENTS** – Please provide a summary of any exceptions your institution has noted regarding the requirements as contained in this RFP.

COMMENTS:

## **Attachment 1**

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### **Account Analysis**

## **Attachment 2**

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### **Sample Collateral Agreement**

## Instructions for Requesting a Custodial Letter of Credit

**The forms in this document may be printed and completed, or you may complete them in Adobe Acrobat Reader:**

- Select the hand tool.
- Position the pointer inside a form field and click. The I-beam pointer allows you to type text. The hand with the pointer finger extended allows you to select a check box.
- Press tab to go to the next form field.
- Print the forms with the data entered. Note: Forms cannot be saved.

- Complete the Application for Standby Letter of Credit/Advances to Secure Deposits of Multiple Public Units form – 2 pages.
- To allocate a Custodial Letter of Credit, complete the Agreement to Secure Public Unit Deposits form (Exhibit I) for each Public Unit Deposit – 2 pages (resides in the Custodial Services Standard Terms and Conditions for Public Unit Deposits).
- To decrease the allocation, complete the Decrease Allocated Letter of Credit Amount and Acknowledgement form (Exhibit II) for each Public Unit Deposits – 2 pages (resides in the Custodial Services Standard Terms and Conditions for Public Unit Deposits).
- Sign the application and applicable pledge and release forms. Email Member Services at [member.services@fhlb.com](mailto:member.services@fhlb.com). The signer must have Advances authorization.
- Call the Member Services desk at 844.FHL.Bank (844.345.2265) to obtain confirmation of the Bank's receipt of the application and applicable pledge and release forms.



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## Application for Standby Letter of Credit/ Advances to Secure Deposits of Multiple Public Units

TO THE FEDERAL HOME LOAN BANK OF DALLAS:

DATE: \_\_\_\_\_, 20 \_\_\_\_\_

Pursuant to, and subject to the terms and conditions of, that certain Agreement for Standby Letter of Credit, Advances/Confirmation, entered into between the undersigned Member and Federal Home Loan Bank of Dallas (the "Bank") on \_\_\_\_\_ (as amended, restated, or otherwise modified from time to time, the "Agreement"), and subject to the other terms and conditions set forth herein, the undersigned Member hereby applies for an irrevocable Standby Letter of Credit and Letter of Credit Advance (as defined in the Agreement) for its account amount and for the specific term set forth below. This application shall be deemed to also be an application by Member to the Bank with respect to any Renewal Letter of Credit (as defined below).

Pursuant to the terms and conditions of the Agreement, the Bank's Member Products & Credit Policy ("MPCP"), and the Bank's Advances Products Guide governing fees for Letters of Credit, the Bank is hereby authorized to charge the undersigned Member's main Deposit Account for any applicable fees including from time to time the amount of any applicable Renewal Fees (as defined below).

The undersigned authorized officers of Member certify that, in accordance with a resolution duly adopted by the Board of Directors or other governing body of the undersigned Member, a certified copy of which resolution has heretofore been submitted to the Bank or is hereto attached, they are authorized to apply to the Bank for this Letter of Credit and Letter of Credit Advance (including any Renewal Letter of Credit, as defined below).

### TERMS AND CONDITIONS

Member authorizes the Bank to charge Member's main Deposit Account for any applicable fees pursuant to the Agreement, the Bank's Member Products and Credit Policy (the "MPCP"), the Bank's Advances Products Guide or any other applicable document.

To ensure that the Bank is in a position to timely deliver the LOC, this application must be completed and approved 24 hours prior to the delivery date requested in this application. The Bank will make every effort to deliver the LOC on or prior to the requested date; however, the Bank cannot guarantee delivery as of a specific time.

Member is solely responsible for the accuracy of information input into this application and Bank disclaims any responsibility for ensuring the accuracy of such information.



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ADDITIONAL TERMS FOR CUSTODIAL LOCS ONLY

1. In addition to the initial Letter of Credit, this application shall be deemed an application by Member to the Bank with respect to any Renewal Letter of Credit (as defined below).
2. The undersigned Member hereby represents and warrants that the underlying obligation for which the Letter of Credit is to be issued and for which it will be used by Member is to secure (a) deposit accounts maintained by one or more Public Units in Member or (b) deposit accounts that otherwise qualify as Public Unit Deposits that may be needed from time to time.
3. The Letter of Credit will be delivered to and held by the Bank as custodian for the Public Units specified in certain Custodial Services Standard Terms and Conditions for Public Unit Deposits delivered to and accepted by the Bank from time to time.
4. This LOC is issued in contemplation of the Member becoming a party to one or more Agreements to Secure Public Unit Deposits (each in the form posted from time to time on the Bank's website at www.fhlb.com), each entered into with the Bank, in its role as Custodian (as defined therein), and one or more Public Units. Member hereby agrees that on the Termination Date set forth in this application, the Bank may, but shall have no obligation to, issue to the Beneficiary a new letter of credit to replace the LOC issued pursuant to this application or any other letter of credit issued pursuant to this Section 4 (each a "Renewal Letter of Credit") in an amount equal to the aggregate of all Allocated Letter of Credit Amounts under all Agreements to Secure Public Unit Deposits then in effect. The term of each Renewal Letter of Credit shall be equal to the number of days elapsing during the period beginning on the Effective Date through the Termination Date. Member hereby authorizes the Bank, upon its issuance of any Renewal Letter of Credit, to charge the Member's Deposit Account a fee (the "Renewal Fee") calculated on the basis of the standard fees of the Bank then in effect for the issuance of letters of credit as set forth in the Agreement, MPCP and the Advances Product Guide. All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Agreement to Secure Public Unit Deposits.

1. **BENEFICIARY.** The Letter of Credit shall be made in favor of:  
 Federal Home Loan Bank of Dallas, as Custodian  
 Attention: Member Services  
 8500 Freeport Parkway South  
 Suite 600  
 Irving, Texas 75063

2. **PURPOSE.** The undersigned Member hereby represents and warrants that the underlying obligation for which the Letter of Credit is to be issued and for which it will be used by Member is to secure deposit accounts either (a) maintained at Member by one or more Public Units or (b) that otherwise qualify as Public Unit Deposits.

3. **EFFECTIVE DATE AND TERMINATION DATE.** The Letter of Credit shall be issued effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY) (the "Effective Date"). To be honored, drafts must be presented for payment to the Bank on or before \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY) (the "Termination Date").

4. **AMOUNT.** The Letter of Credit shall be issued in the amount of \$ \_\_\_\_\_ (the "Credit Amount").

5. **OTHER SPECIAL REQUESTS, INSTRUCTIONS AND TERMS.** This Letter of Credit is issued in contemplation of the Member becoming a party to one or more Agreements to Secure Public Unit Deposits (each in the form posted from time to time on the Bank's website at www.fhlb.com), each entered into with the Custodian and one or more Public Units. Member hereby agrees that on the Termination Date set forth in Section 3 above, the Bank may, but shall have no obligation to, issue to the Beneficiary a new letter of credit to replace this Letter of Credit or any other letter of credit issued pursuant to this Section 5 (each a "Renewal Letter of Credit") in an amount equal to the aggregate of all Allocated



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Letter of Credit Amounts under all Agreements to Secure Public Unit Deposits (the "Aggregate Allocated Letter of Credit Amount") then in effect. The term of each Renewal Letter of Credit shall be equal to the number of days elapsing during the period beginning on the Effective Date through the Termination Date. Member hereby authorizes the Bank, upon its issuance of any Renewal Letter of Credit, to charge the Member's main Deposit Account set forth above a fee (the "Renewal Fee") calculated on the basis of the standard fees of the Bank then in effect for the issuance of letters of credit as set forth in the Agreement and the Credit Policy. All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Agreement to Secure Public Unit Deposits.

6. FLUCTUATING BALANCE.

If the Credit Amount listed above is **greater than or equal to \$5,000,000.00**, then the Member may **check the box below** for the alternative billing and fees described below:

By checking this box,  Member is choosing to pay fees as specified in the MPCP for Custodial Fluctuating Balance Letters of Credit. As discussed in more detail in the MPCP, the Member will pay a utilization fee to the Bank on a quarterly basis, calculated based on the actual number of days in the calendar quarter over a year of 365 days, on the average daily Aggregate Allocated Letter of Credit Amount. The Bank will debit such fees from the Member's main Deposit Account on the 5th Banking Day following the end of each calendar quarter. If the final expiration of the Letter of Credit occurs prior to the end of a calendar quarter, the Bank will debit the quarterly fees for the portion of the quarter prior to such expiration from the Member's main Deposit Account on the 5th Banking Day following the final expiration date of the Letter of Credit.

IN WITNESS WHEREOF, Member hereby submits this application as of the date first above written and agrees to the terms and conditions set forth above. This application requires a signature from an Advances authorized signer.

\_\_\_\_\_  
(Member Institution)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Address of Institution)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address of Institution)

\_\_\_\_\_  
FHFA ID

PERSON TO CONTACT REGARDING THIS APPLICATION: \_\_\_\_\_

PHONE #: (\_\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

**FHLB Dallas Use Only**

FHFA ID # \_\_\_\_\_ Commitment # \_\_\_\_\_

Pricing: # of Days: \_\_\_\_\_ / 365 (actual/365) Basis Points per Year: \_\_\_\_\_

Total Fees: \$ \_\_\_\_\_ (Estimated if Fluctuating Balance Option Chosen)

## Custodial Services Standard Terms and Conditions for Public Unit Deposits

These Custodial Services Standard Terms and Conditions for Public Unit Deposits (the "Terms and Conditions"), effective on a continuing basis as of the Effective Date, govern all future custodial services among the Member, the Depositor, and the Custodian.

### **Section 1. Definitions**

Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Agreement.

"Agreement" means with respect to each Depositor an Agreement to Secure Public Unit Deposits among the Member, such Depositor, and the Custodian substantially in the form of Exhibit I attached hereto pursuant to which the Parties have decided to make a portion of the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts as outlined in such agreement and which such agreement incorporates the Terms and Conditions herein.

"Allocated Letter of Credit Amount" means with respect to each Public Unit Beneficiary the dollar amount that the Public Unit Beneficiary may from time to time instruct, in accordance with these Terms and Conditions, the Custodian to draw under the Letter of Credit and remit to the Public Unit Beneficiary, as such amount is reduced from time to time by any amounts the Custodian draws under the Letter of Credit and remits to such Public Unit Beneficiary, and includes the Public Unit Beneficiary's Allocated Share of any Cash Collateral that the Custodian holds on behalf of one or more Public Unit Beneficiaries.

"Allocated Share" means with respect to any Public Unit Beneficiary Cash Collateral multiplied by a percentage, the numerator of which is the Public Unit Beneficiary's Allocated Letter of Credit Amount and the denominator of which is the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries, both calculated immediately prior to a draw under the Letter of Credit by the Custodian pursuant to Section 4.6 of these Terms and Conditions.

"Business Day" means any day on which FHLBank Dallas is open for business.

"Cash Collateral" has the meaning ascribed to such term in Section 4.7 hereof.

"Claim" has the meaning ascribed to such term in Section 6 hereof.

"Custodian" has the meaning ascribed to such term in the preamble of the Agreement.

"Depositor" has the meaning ascribed to such term in the preamble of the Agreement.

"Depositor Accounts" has the meaning ascribed to such term in the first recital of the Agreement.

"Effective Date" has the meaning ascribed to such term in the Agreement.

"Exhibit II Instruction" has the meaning ascribed to such term in Section 2.4 hereof.

“Exhibit III Instruction” has the meaning ascribed to such term in Section 3.2 hereof.

“Exhibit Instruction” means each of an Exhibit I Instruction and an Exhibit II Instruction.

“Letter of Credit” means collectively one or more irrevocable letters of credit issued by FHLBank Dallas on behalf of the Member, naming the Custodian as beneficiary thereunder, and authorizing the Custodian to make draws under such letters of credit upon the presentation to FHLBank Dallas of a sight draft and the original of the applicable letter of credit, as such letters of credit may from time to time be increased in amount, extended as to maturity, or replaced upon their maturity, all in accordance with the terms of these Terms and Conditions.

“Public Unit” means any state, county, city, municipal, or other local government and any subdivision or agency of any of the foregoing.

“Public Unit Beneficiary” means any Public Unit that has entered into an agreement with and among the Custodian and the Member, substantially in the form of the Agreement, pursuant to which the proceeds of the Letter of Credit are available to collateralize Public Unit Deposits, and, for the avoidance of doubt, Public Unit Beneficiary includes the Depositor.

“Public Unit Deposits” means the funds maintained by a Public Unit in deposit accounts at the Member.

“Term” means the period commencing on the Effective Date and ending on the Termination Date.

“Termination Date” means the earlier of (i) the date on which the Parties agree in writing to terminate the Agreement and (ii) the date by which the Custodian has drawn under the Letter of Credit the full amount of the Allocated Letter of Credit Amount of the Depositor and remitted the proceeds of such draw under the Letter of Credit to the Depositor.

“Termination Time” means the close of business on the Termination Date.

## **Section 2. Rights and Obligations of the Member**

2.1 The Member covenants that during the Term it shall cause the Letter of Credit to remain in full force and effect and in an amount, together with Cash Collateral held by the Custodian on behalf of Public Unit Beneficiaries, equal to or greater than the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries.

2.2 The Member covenants that during the Term it shall cause the Allocated Letter of Credit Amount of the Depositor at all times to be equal to or greater than the aggregate amount of funds in the Depositor Accounts, as such amount may change from time to time.

2.3 From time to time, the Member, the Custodian, and the Depositor shall execute an Agreement directing the Custodian to increase the Allocated Letter of Credit Amount of the Depositor; provided, however, that the Parties acknowledge that any such increase in the Allocated Letter of Credit Amount of the Depositor pursuant to an Agreement shall become effective only upon, and at the time of, the Custodian’s written acknowledgement of such instruction.

2.4 Provided that it is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Member shall be entitled to require the Depositor to execute and deliver to the Custodian (with a copy to the Member) a written instruction, in the form attached hereto as Exhibit II (each an “Exhibit II Instruction”), instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor in accordance with the provisions of Section 3.1 of these Terms and Conditions; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Member has any rights under this Section 2.4; (ii) that the Custodian shall be obligated to reduce the Allocated Letter of Credit Amount of the Depositor only

upon the receipt of an Exhibit II Instruction executed by the Depositor and the Member; and (iii) that any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

2.5 The appointment of a conservator or receiver for the Member shall be deemed to be a breach of the Member's obligations under Section 2.2 of these Terms and Conditions.

### **Section 3. Rights and Obligations of the Depositor**

3.1 Provided that the Member is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor shall from time to time, at the request of the Member, execute and deliver to the Custodian (with a copy to the Member) an Exhibit II Instruction, instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor by an amount equal to the amount by which the Allocated Letter of Credit Amount of the Depositor exceeds the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Depositor has any obligation under this Section 3.1; (ii) that the Custodian shall be obligated to execute any such acknowledgement only upon the receipt of the written instruction provided for in this Section 3.1; and (iii) any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

3.2 If, at any time during the Term, the Member is in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor may execute and deliver to the Custodian a written instruction, in the form attached hereto as Exhibit III (each an "Exhibit III Instruction"), instructing the Custodian to draw under the Letter of Credit an amount equal to the lesser of (i) the Allocated Letter of Credit Amount of the Depositor and (ii) the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts and to remit to the Depositor the proceeds of such draw under the Letter of Credit.

3.3 The Depositor agrees that its receipt of any and all funds pursuant to Section 3.2 of these Terms and Conditions shall (i) reduce the Allocated Letter of Credit Amount of the Depositor by the amount of funds received by the Depositor from the Custodian and (ii) be deemed to be withdrawals from such of the Depositor Accounts, as the Depositor shall in its discretion determine. The Depositor agrees to notify the Member promptly of those Depositor Accounts from which withdrawals pursuant to this Section 3.3 have been made.

### **Section 4. Rights and Obligations of the Custodian**

4.1 The Custodian shall not enter into any agreement or execute any other document or instrument (including without limitation an Agreement) if as a result the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries shall exceed the sum of (i) the amount available to be drawn by the Custodian under the Letter of Credit and (ii) the aggregate amount of the Cash Collateral held by the Custodian.

4.2 Subject to the provisions of Section 4.1 of these Terms and Conditions, upon the receipt of an executed Agreement from the Member and the Depositor, the Custodian shall within one (1) Business Day either (i) acknowledge in writing the Agreement, increase the Allocated Letter of Credit Amount of the Depositor by the amount of increase specified in such Agreement, and deliver to the Member and the Depositor a copy of such Agreement; or (ii) reject such Agreement and promptly notify the Depositor and the Member of such rejection.

4.3 Upon the receipt of an Exhibit II Instruction from the Depositor and the Member, the Custodian shall acknowledge in writing the Exhibit II Instruction, decrease the Allocated Letter of Credit Amount of the Depositor by the amount of the decrease specified in such Exhibit II Instruction, and deliver to the Member and the Depositor a copy of such written acknowledgement.

4.4 Upon the receipt of an Exhibit III Instruction, the Custodian shall draw under the Letter of Credit and remit to the Depositor the amount specified in such Exhibit III Instruction; provided, however, that the Custodian shall have no obligation to draw under the Letter of Credit the amount specified in such Exhibit III Instruction to the extent that such amount exceeds the Allocated Letter of Credit Amount of the Depositor; and provided further, that the Custodian may reduce the amount it draws under the Letter of Credit by the amount of the Depositor's Allocated Share of Cash Collateral held by the Custodian. Any amount remitted to the Depositor pursuant to this Section 4.4 shall automatically reduce the Allocated Letter of Credit Amount of the Depositor.

4.5 The Parties agree that the Custodian shall be entitled to rely on any document, including without limitation any Agreement, any Exhibit II Instruction, or Exhibit III Instruction, that is or purports to be executed by an officer, employee, or agent of the Party on behalf of which such document is executed.

4.6 To the extent that: (i) the Letter of Credit or any portion thereof is scheduled to expire, (ii) such expiration would result in the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries to exceed the sum of (a) the amount available to be drawn under the Letter of Credit after such expiration and (b) Cash Collateral held by the Custodian prior to such expiration, (iii) the Member does not, on or before such expiration date, cause either the maturity date of the expiring portion of the Letter of Credit to be extended by no fewer than thirty (30) days or the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, and (iv) pursuant to the terms of the Application For Standby Letter of Credit Advances executed by the Member, FHLBank Dallas does not, on or before such expiration date, cause the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, the Custodian shall draw under the Letter of Credit.

4.7 The proceeds of any and all draws under the Letter of Credit pursuant to Section 4.6 of these Terms and Conditions (the "Cash Collateral") shall be retained by the Custodian for the benefit of the Public Unit Beneficiaries. The Custodian may reduce the amount that it is otherwise obligated to draw under the Letter of Credit pursuant to any Exhibit III Instruction to the extent that Cash Collateral is used to remit to the Depositor the amount specified in such Exhibit III Instruction.

## **Section 5. Term and Termination**

The Agreement shall continue in full force and effect until the Termination Time.

## **Section 6. Indemnification**

The Member hereby agrees to indemnify and hold harmless the Custodian and the Custodian's officers, directors, employees, and agents from and against any losses, damages, expenses (including reasonable attorneys' fees and costs), costs, penalties, and liabilities (each a "Claim") that arise out of or in connection with (i) the Custodian's performance of its duties under the Agreement and (ii) any action or claim against the Custodian by a third party (including the Depositor) arising from or related to the Member's performance of, or failure to perform, its obligations under the Agreement or the Member's breach of any representation, warranty, or covenant hereunder. To the extent that the amount available to be drawn under the Letter of Credit exceeds the aggregate Allocated Letter of Credit Amounts, the Custodian may draw under the Letter of Credit to reimburse itself for any Claim. The Member's obligations under this Section 6 shall survive the expiration or termination of the Agreement.

## **Section 7. Representations and Warranties**

Each Party represents and warrants to the other Parties that it is duly organized and in good standing under the jurisdiction of its organization; that the execution and delivery of the Agreement has been duly authorized by all required corporate action; and that no contract or other obligation by which the Party is bound prohibits or restricts the Party's executing, delivering, or performing its obligations under the Agreement.

## Section 8. Notices

Any notice required or permitted to be given or made under the Agreement or any Exhibit Instruction to the Agreement, including a notice to effect a change in a Party's address or facsimile number for notice, must be in writing and addressed to the Party or Parties at the address or facsimile number of the Party or Parties set forth in the Agreement, as amended in accordance with this Section 8, and will be deemed to be properly given or made on the earliest of (i) actual delivery, (ii) two (2) Business Days after being sent, with delivery charges paid by the sending party, by a nationally recognized commercial courier service for delivery on the next Business Day, (iii) three (3) Business Days after being sent through the United States Postal Service, certified mail, return receipt requested, postage prepaid and (iv) on the day of delivery (or the next Business Day if such day is not a Business Day) by confirmed facsimile transmission; provided, however, that any Exhibit Instruction shall be deemed to have been received by the Custodian only upon the Custodian's actual receipt of such Exhibit Instruction.

## Section 9. Miscellaneous

9.1 The Agreement, which includes these Terms and Conditions and any Exhibit Instructions to the Agreement, represents the entire agreement of the Parties and supercedes all prior written and oral agreements and understandings of the Parties with respect to the subject matter of the Agreement.

9.2 The Agreement may be amended only by a writing executed by a duly authorized representative of each Party.

9.3 If any provision of the Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be deemed amended to the least extent necessary to eliminate such invalidity or unenforceability and to carry out the intention of the Parties.

9.4 No Party shall have the right to assign its rights or delegate its duties under the Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld or delayed, provided the assigning or delegating Party continues to be liable to the other Parties for the performance of the assigning or delegating Party's obligations under the Agreement.

9.5 In the event of any conflict between any provision of the Agreement and any Exhibit Instruction to the Agreement, the provisions that require the higher degree of performance in favor of the Bank shall govern.

9.6 The Agreement shall be governed by the applicable law of the United States of America and the law of the State of Texas without regard to its choice of law provisions; **and each Party irrevocably consents to the non-exclusive jurisdiction of the state courts of, and U.S. District Court located in, Dallas County, Texas.**

9.7 The Agreement may be executed in two or more counterparts each of which shall be an original and all of which together shall constitute one and the same agreement.

9.8 No Party shall be liable for any failure or delay in its performance under the Agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond its reasonable control, including without limitation any labor dispute, strike or other industrial disturbance, act of God, flood, earthquake, casualty, war, act of public enemy, riot, insurrection, embargo, law or court action, or regulation or order of any governmental agency or subdivision thereof (each a "Force Majeure Event"). If a Force Majeure Event occurs, a Party's time to perform any obligation under the Agreement shall be extended by a period of time equal to the period during which the Force Majeure Event prevented the Party's performance of its obligations.

9.9 The headings used in the Agreement are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

**EXHIBIT I:**

**Form of Agreement to Secure  
Public Unit Deposits**



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## Agreement to Secure Deposits

This Agreement to Secure Public Unit Deposits ("Agreement") is made and entered into as of the Effective Date (as defined below) by and among \_\_\_\_\_ (the "Depositor"), \_\_\_\_\_, a depository institution and a member (the "Member") of Federal Home Loan Bank of Dallas ("FHLBank Dallas"), and FHLBank Dallas as Custodian (the "Custodian"). The Depositor, the Member and the Custodian are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Custodial Services Standard Terms and Conditions for Public Unit Deposits (as provided to the parties and in effect as of the Effective Date, the "Terms and Conditions").

WHEREAS, the Depositor has opened and/or may from time to time open one or more deposit accounts ("Depositor Accounts") with the Member;

WHEREAS, the funds held in the Depositor Accounts constitute Public Unit Deposits;

WHEREAS, the Depositor and the Member wish to ensure that the Depositor Accounts are collateralized as required or permitted by applicable law;

WHEREAS, the Custodian is the beneficiary of the Letter of Credit; and

WHEREAS, the Parties wish to make the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties do hereby agree as follows:

Each Party agrees that its address for notice, as amended in accordance with Section 8 of the Terms and Conditions, is as set forth below:

If to the Member:

\_\_\_\_\_  
Attn.: \_\_\_\_\_ (Member's Name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile number: \_\_\_\_\_

If to the Custodian:

Federal Home Loan Bank of Dallas,  
Custodian Attn.: Member Services desk  
8500 Freepoint Parkway South, Suite 100  
Irving, TX 75063  
Facsimile number: 214.441.8512



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If to the Depositor:

\_\_\_\_\_ (Depositor's Name)  
Attn.: \_\_\_\_\_  
\_\_\_\_\_ (street address)  
\_\_\_\_\_ (floor or suite number)  
\_\_\_\_\_ (City, State, and ZIP code)  
Facsimile number: \_\_\_\_\_

The Member hereby irrevocably instructs the Custodian to make an allocation of \$ \_\_\_\_\_ to the Allocated Letter of Credit Amount of the undersigned Depositor, and agrees that such allocation shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

Each Party hereby agrees that the Terms and Conditions are hereby incorporated into this Agreement as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date (as defined below).

MEMBER:

DEPOSITOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Agreement and Acknowledgement**

The undersigned Custodian hereby agrees and acknowledges the Agreement set forth above as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date")

**FEDERAL HOME LOAN BANK OF DALLAS, CUSTODIAN**

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

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

## EXHIBIT II:

### Form of Exhibit II Instruction



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## Decrease Allocated Letter of Credit Amount and Acknowledgement

### Instruction

This instruction is issued pursuant to that certain Agreement to Secure Public Deposits, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ \* (the "Agreement") by and among the Member, the Depositor, and the Custodian and constitutes an Exhibit II Instruction. All capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

The undersigned Depositor and the undersigned Member hereby irrevocably instruct the Custodian to decrease the undersigned Depositor's Allocated Letter of Credit Amount by \$\_\_\_\_\_ and agree that such decrease shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

MEMBER:

DEPOSITOR:

\_\_\_\_\_

\_\_\_\_\_

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_ (print)

\_\_\_\_\_ (print)

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Street address)

\_\_\_\_\_ (Street address)

\_\_\_\_\_ (Floor or suite number)

\_\_\_\_\_ (Floor or suite number)

\_\_\_\_\_ (City, State, and ZIP code)

\_\_\_\_\_ (City, State, and ZIP code)

\_\_\_\_\_ (Facsimile number)

\_\_\_\_\_ (Facsimile number)

\_\_\_\_\_ (FHFB ID#)

**\*This should be the "Effective Date" as defined in the Agreement, which is the date the initial allocation was made.**



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### Acknowledgement

The undersigned Custodian hereby acknowledges the Exhibit II Instruction of the Depositor set forth above.

Federal Home Loan Bank of Dallas

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

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT III:

### Form of Exhibit III Instruction



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## Draw Under Letter of Credit and Acknowledgement

### Instruction

This instruction is issued pursuant to that certain Agreement to Secure Public Deposits, dated the day of \_\_\_\_\_, 20 \_\_\_\_\_ (the "Agreement") by and among \_\_\_\_\_ (the Member), the Depositor, and the Custodian and constitutes an Exhibit III Instruction. All capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

The undersigned Depositor hereby instructs the Custodian to draw under the Letter of Credit in the amount of \$ \_\_\_\_\_ and to remit the proceeds of such draw to the Depositor pursuant to the following instructions:

\_\_\_\_\_(Name of Bank that the wire should be sent to)  
ABA No.: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
For credit to: \_\_\_\_\_  
Attention: \_\_\_\_\_

The Depositor agrees that the Custodian's obligation to follow the Depositor's instruction herein shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below. The Depositor represents and warrants to the Custodian that (i) the Member is in default of its obligations under either Section 2.2 of the Terms and Conditions, another agreement governing the obligations of the Member with respect to the Depositor Accounts, or both and (ii) the dollar amount set forth in the first sentence of this paragraph does not exceed the Depositor's Allocated Letter of Credit Amount.

DEPOSITOR:

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

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Street address and floor or suite number)

\_\_\_\_\_  
(City, State, and ZIP code)

\_\_\_\_\_  
(Facsimile number)



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### Acknowledgement

The undersigned Custodian hereby acknowledges the Exhibit III Instruction of the Depositor set forth above.

#### Federal Home Loan Bank of Dallas

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

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 2**

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### **Sample Safekeeping Agreement**

**SAFEKEEPING AGREEMENT FOR \_\_\_\_\_**

This agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as PUBLIC ENTITY, and \_\_\_\_\_ hereinafter referred to as DEPOSITORY BANK and TIB The Independent BankersBank, N.A. hereinafter referred to as CUSTODIAN BANK.

**WITNESSETH:**

WHEREAS, PUBLIC ENTITY and DEPOSITORY BANK have entered into a Depository Contract; and

WHEREAS, under the provisions of law and the Depository Contract the DEPOSITORY BANK must secure the deposits of the PUBLIC ENTITY by pledging investment securities to the PUBLIC ENTITY; and

WHEREAS, the securities pledged by DEPOSITORY BANK under the Depository Contract must be transferred to and held by a bank selected for such safekeeping thereof; and

WHEREAS, the PUBLIC ENTITY and DEPOSITORY BANK have mutually agreed and selected TIB-The Independent BankersBank as the Safekeeping Custodian Bank hereinafter referred to as CUSTODIAN BANK.

NOW, THEREFORE, the parties agree hereto as follows:

1. The DEPOSITORY BANK hereby places with CUSTODIAN BANK certain investment securities owned by the DEPOSITORY BANK which are pledged to the PUBLIC ENTITY as security for its deposits with the DEPOSITORY BANK.
2. In accordance with the Depository Contract, the DEPOSITORY BANK may from time to time place with the CUSTODIAN BANK additional securities pledged to the PUBLIC ENTITY. Whenever securities pledged to the PUBLIC ENTITY are pledged by the DEPOSITORY BANK with the CUSTODIAN BANK, the CUSTODIAN BANK shall issue original safekeeping receipts directly to the DEPOSITORY BANK. These securities will be surrendered only upon a release signed by proper officials of PUBLIC ENTITY and bearing the certificate of an officer of the DEPOSITORY BANK, to the effect that the persons signing are the proper authorized officials to sign release of securities held by CUSTODIAN BANK.
3. The DEPOSITORY BANK agrees to faithfully perform all of the duties it is responsible for under the account agreement and indemnifies the PUBLIC ENTITY against all loss, cost or expense, including reasonable attorney's fees, arising out of or relating to the failure to perform the duties imposed on it by this Safekeeping Agreement.
4. CUSTODIAN BANK agrees to faithfully perform all of the duties it is responsible for under the account agreement and indemnifies the PUBLIC ENTITY against gross negligence or willful misconduct.

5. DEPOSITORY BANK agrees to pay all costs or charges imposed by CUSTODIAN BANK for the performance of the services it provides under the terms of this Safekeeping Agreement.

6. In the event said DEPOSITORY BANK shall at any time default in the payments of any funds of PUBLIC ENTITY deposited with it, or should default in the performance of any obligation upon it by the law of the depository of said PUBLIC ENTITY, then the CUSTODIAN BANK, at the request of PUBLIC ENTITY, shall sell for the account of PUBLIC ENTITY securities deposited with it to make good such default, and shall deliver the proceeds of such sale in the amount of said default to PUBLIC ENTITY.

7. Any suit arising out of or in any way connected with this Agreement shall be brought in a court of proper jurisdiction in \_\_\_\_\_ County, \_\_\_\_\_.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Depository Bank

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Public Entity

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

**TIB The Independent Bankers Bank, N.A.**  
\_\_\_\_\_  
Custodian Bank

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

## **Attachment 3**

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### **Sample Safekeeping Report of City Owned Securities**

## **Attachment 4**

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### **Security Safekeeping Fees**



## Safekeeping & Security Clearance

### Fee Schedule

EXHIBIT B  
Effective 03-2021  
Acct #●●●●3  
Independent  
Financial  
McKinney, TX

<u>Item Description</u>	<u>Fee</u>
<b>Holdings</b>	
Per Receipt	\$0.50
Par Value per \$10,000.00	\$0.02
<b>Activity</b>	
MBS Principal & Int. Pay	\$6.00
Non-MBS Semi Annual Int. Pay	\$2.00
Maturity	<b>FREE</b>
Free Delivery	\$20.00
FRB-Corporate Actions	\$15.00
All Other Corporate Actions	\$25.00
<b>Pledge/Release Charges</b>	
Pledge	\$6.00
Release	\$6.00
<b>Security Clearance/Settlement</b>	
TIB Trade - All Types	<b>FREE</b>
FRB - Non MBS	\$25.00
DTC Settlement	\$25.00
MBS/CMO Settlement	\$25.00
Physical	\$45.00
<b>Miscellaneous</b>	
Statement of Holdings	\$3.00
Registration of Securities	\$20.00
Late Notification of Trade	\$10.00
Minimum Monthly	\$35.00
Exit Fee Per Security	\$50.00
Bond Accounting	\$100 Base + \$1 Per Security
<b>SIC Indirect Membership</b>	<b>FREE</b>

## **Attachment 5**

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### **References**

The references below are comparable and current Texas Public Fund clients with Independent Financial. Independent Financial has 237 collateralized Texas Public Fund Clients that consists of both Depository Service contracts and Investment relationships.

### **Argyle ISD**

Liz Stewart, 800 Eagle Dr Argyle, TX 76226, 940-464-7241 Ext 1003, Depository Services Client since August 2017

### **Town of Little Elm**

Dianne Lawson, 100 W Eldorado Pkwy Little Elm TX 75068, 972-377-1882, Depository Services, Client since March 2005

### **City of Manor**

Lydia Collins, 105 E Eggleston St Manor TX 78653, 512-272-5555, Depository Services, Client since December 2004

## **Attachment 6**

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### **Sample FIRREA Compliant Document**

**Please reference attached Secretary's Certificate**



**INDEPENDENT FINANCIAL**  
**CORPORATE SECRETARY'S CERTIFICATE**

I hereby certify that I am the Corporate Secretary of Independent Bank (the "Bank"), a Texas Banking Association, doing business as Independent Financial, with its principal offices in McKinney, Texas, and I have been appointed and am presently serving in this capacity in accordance with the Bylaws of Independent Bank. I further certify that at a meeting of the Board of Directors of Independent Bank held on January 20, 2022, Amy Feagin, Executive Vice President/Treasurer, has authorization and approval to execute and deliver all necessary documents, on behalf of the Bank, relating to depository contracts with public entities. The Board also ratified and confirmed the prior execution and delivery of any public fund depository contracts executed by Feagin since January 1, 2022.

Dated: December 9, 2022

A handwritten signature in blue ink, appearing to read 'Mark Haynie', written over a horizontal line.

Mark Haynie  
General Counsel, EVP  
Corporate Secretary

## **Attachment 7**

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### **Completed Disclosures**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Independent Financial  
McKinney, TX United States

**Certificate Number:**  
2022-962849

**Date Filed:**  
12/08/2022

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Lavon

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

12092022  
RFP Banking Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Elizabeth Holland, and my date of birth is 04/24/1991.

My address is 7777 Henneman Way, McKinney, TX, 75070, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 8th day of December, 20 22.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Independent Financial

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Kim Dobbs, City Administrator

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  
Kathy Armstrong  
Signature of vendor doing business with the governmental entity

12/8/2022

Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



OFFICER ARMSTRONG/HOLLAND  
 PUBLISHED DATE 12/8/2022

Independent Financial "Public Funds" Account Analysis Pricing

**ECR TIED TO PREVAILING FEDERAL FUNDS INDEX**

4.00%

EFFECTIVE: 12/9/2022

Service Description	Monthly Volume	Final Exception Price
ACCOUNT MAINTENANCE	0 \$	15.00
DEBITS	0 \$	0.15
CREDITS	0 \$	0.30
ON-US CHECKS DEPOSITED	0 \$	0.10
FOREIGN CHECKS DEPOSITED	0 \$	0.12
STOP PAYMENTS	0 \$	20.00
NSF CHARGE	0 \$	30.00
RETURN ITEM	0 \$	5.00
IMAGE CASH LETTER	0 \$	150.00
ADDITIONAL/REPLACEMENT TOKEN	0 \$	15.00
LBXP IMPLEMENTATION FEE	0 \$	100.00
ACH SAME DAY ORIGATION/ITEM	0 \$	0.25
ACH ORIGATION PER FILE	0 \$	5.00
ACH ORIGATION PER ITEM	0 \$	0.10
ACH ORIGATION MONTHLY FEE	0 \$	30.00
ACH DIRECT	0 \$	20.00
ACH DIRECT SETUP	0 \$	125.00
CHECK POSITIVE PAY	0 \$	15.00
ACCOUNT RECONCILEMENT	0 \$	35.00
EOM TRANSACTION ITEM REPORTING	0 \$	130.00
ACH BLOCKING	0 \$	10.00
REVERSE POSITIVE PAY	0 \$	15.00
POSITIVE PAY EXCEPTION ITEM	0 \$	1.00
NBFI MONTHLY MONITORING FEE	0 \$	250.00
ACH POSITIVE PAY	0 \$	15.00
CHECK POSPAY W/PAYEE VERIFY	0 \$	20.00
BAI2 FILE AUTO DELIVERY	0 \$	40.00
POS PAY ADDL ACCT (CHECKS)	0 \$	15.00
POS PAY ADDL ACCT (ACH)	0 \$	15.00
ACH EDI REPORTING	0 \$	10.00
WIRE TRANSFER INCOMING	0 \$	5.00
WIRE TRANSFER OUTGOING	0 \$	15.00
WIRE TRANSFER INTNATL OUTGOING	0 \$	45.00
WIRE TRANSFER INTL OUTGNG OLB	0 \$	45.00
WIRE TRANSFER DMSC OUTGNG OLB	0 \$	8.00
WIRE ORIGATION MONTHLY FEE	0 \$	10.00
WIRE ORIGATION ADDL ACCOUNT	0 \$	5.00
WIRE NOTIFICATION	0 \$	-
RDC MONTHLY FEE	0 \$	25.00
mRDC MONTHLY FEE	0 \$	-
RDC - ADDITIONAL ACCOUNT	0 \$	-
MSB CO FEE UP TO 50 STRAPS/ROL	0 \$	25.00
MSB CO FEE 51-100 STRAPS/ROLLS	0 \$	50.00
MSB CO FEE 101-150 STRAPS/ROLL	0 \$	75.00
MSB CO FEE 151+ STRAPS/ROLLS	0 \$	125.00
MSB MONITORING FEE	0 \$	500.00
DDA Sweep Fee	0 \$	20.00
LOAN SWEEP FEE	0 \$	150.00
ICS SWEEP FEE	0 \$	100.00
ROLLS OF COIN	0 \$	-
LOOMIS COIN WRAPPING	0 \$	0.08000
LOOMIS COIN DEWRAPPING	0 \$	1.50000
LOOMIS CO PER DOLLAR STANDARD	0 \$	0.00135
LOOMIS CO PER DOLLAR NONSTANDA	0 \$	0.00135
LOOMIS DEPOSIT PER BATCH STAND	0 \$	2.50
LOOMIS COIN VERIFY NONSTANDARD	0 \$	5.50
LOOMIS COIN VERIFY STANDARD	0 \$	1.00
CHANGE ORDER OVER \$500	0 \$	9.00
CHANGE ORDER UNDER \$500	0 \$	3.00
CASH DEPOSITED PER \$1 CMS	0 \$	0.0020
CASH OUT PER \$1 CMS	0 \$	-
MESSENGER SERVICE	0 \$	14.85
MESSENGER SERVICE	0 \$	24.00
MESSENGER SERVICE-SPECIAL	0 \$	19.50
EXCESS LIABILITY FEE	0	0.0008

LBXP PDF PRINT MAINTENANCE	0 \$	50.00
LBXP MTHLY MAINTENANCE	0 \$	125.00
LBXP PER ITEM	0 \$	0.40
LBXP MAIL PREP	0 \$	3.00
LBXP DEPOSIT TICKET	0 \$	1.25
LBXP DATA CAPTURE	0 \$	0.02
LBXP DATA DELIVERY REPORTS	0 \$	15.00
LBXP CHECK COPY	0 \$	0.25
LBXP RETURN DOCUMENT	0 \$	0.25
LBXP MANUAL SORTING	0 \$	0.15
LBXP STANDARD DELIVERY	0 \$	0.08
LBXP CORRESPONDENCE ONLY	0 \$	0.37
LBXP COURIER DELIVERY	0 \$	0.01
LBXP IMAGE FILE	0 \$	0.04
LBXP IMAGE CAPTURE-BACK	0 \$	60.00
LBXP IMAGE MAINTENANCE	0 \$	75.00
LBXP CLOSED BOX MAIL HAND	0 \$	450.00
LBXP PO BOX RENTAL	0 \$	-
LBXP WEEKEND PROCESSING	0 \$	40.00
LBXP HOLIDAY PROCESSING	0 \$	-
LBXP OCR PER ITEM WITH COUPON	0 \$	0.35
LBXP OCR PER ITEM W/OUT COUPON	0 \$	0.40
LBXP OCR REJECTED COUPONS	0 \$	0.25
TRANSMISSION PER ITEM	0 \$	0.03
LBXP CASH PAYMENT RECEIVED	0 \$	8.75
LBXP INCOMING EXPRESS MAIL	0 \$	8.00
LBXP WEB PAGE GENERATION	0 \$	1.00
LBXP PDF PRINT BATCH	0 \$	0.06
LBXP PDF PRINT TRANSACTIONS	0 \$	0.04
LBXP IMAGE DVD	0 \$	60.00
LBXP IMAGE CD	0 \$	45.00
LBXP PDF PRINT CD	0 \$	0.04
LBXP LONG TERM ARCHIVE-3 YEARS	0 \$	0.04
LBXP LONG TERM ARCHIVE-5 YEARS	0 \$	0.05
LBXP LONG TERM ARCHIVE-7 YEARS	0 \$	0.06
LBXP LONG TERM ARCHIVE-10YEARS	0 \$	0.07
LBXP PAYEE VALIDATION-15 TO 34	0 \$	0.09
LBXP PAYEE VALIDATION 35+	0 \$	0.12
LBXP CHANGE OF ADDRESS	0 \$	0.06
LBXP AR MATCHING PER ITEM	0 \$	0.07
LBXP EXCEPTION MANAGER PER PAY	0 \$	0.26
LBXP REASSOCIATION	0 \$	-
LBXP IMAGE DOWNLOAD	0 \$	0.02
LBXP DATA TRANSMISSION	0 \$	7.50
LBXP MIS DEVELOPMENT PER HOUR	0 \$	225.00
LBXP ADDITIONAL CHECK PHOTO	0 \$	0.15
LBXP RETURN CORRESPONDENCE	0 \$	150.00
LBXP MULTIPLE MAILING ADDRESS	0 \$	60.00
LBXP COURIER DELIVERY COSIGN	0 \$	2.50
LBXP PROPERTY MANAGEMENT DEPAR	0 \$	25.00
LBXP OCR BOX MAINTENANCE	0 \$	250.00
LBXP AR MATCHING MAINTENANCE	0 \$	450.00
LBXP EXCEPTION MANAGER MAINTEN	0 \$	150.00
LBXP REMOTE LOCKBOX LICENSE	0 \$	70.00
LBXP REMOTE LOCKBOX DEPOSIT IT	0 \$	0.40
LBXP DEPOSIT ITEM CLEARING	0 \$	0.10
LBXP SPECIAL HANDLING FIXED	0 \$	130.00
LBXP SPECIAL HANDLING PER ITEM	0 \$	0.50
LBXP FOREIGN ITEMS	0 \$	4.50
LBXP CORRESPONDENCE SORTING	0 \$	0.18
LBXP OCR STOP FILE MAINTENANCE	0 \$	110.00
LBXP OCR STOP FILE MAINTENANCE	0 \$	0.03
LBXP PHOTOCOPY REQUESTS	0 \$	13.00
WEB PRESENTMENT PER ITEM	0 \$	0.08
LBXP BACK SIDE IMAGE VOLUME	0 \$	-
LBXP OCR DOCUMENTS	0 \$	-
LBXP WHOLESALE DOCUMENTS	0 \$	-
LBXP DOLLARS DEPOSITED	0 \$	-
LBXP IMAGE FILE TRANSMISSION	0 \$	7.50
LBXP DOCUMENT IMAGE	0 \$	0.08
BATCH PREPARATION	0 \$	1.50

INCREMENTAL STORAGE	0 \$	0.01
ELOCKBOX MONTHLY MAINTENANCE	0 \$	100.00
ELOCKBOX PER ITEM CHARGE	0 \$	0.15
Remote LBX Scanner Maintenance (BRX-SCAN)	0 \$	150.00
Remote LBX Scanner Maintenance (TSX-SCAN)	0 \$	100.00
Remote LBX Scanner Maintenance (EX-SCAN)	0 \$	50.00



## CITY OF LAVON Agenda Brief

**MEETING: December 20, 2022**

**ITEM: 7 - E**

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**Item:**

Discussion and action to nominate and appoint a Mayor Pro-Tempore for a term that expires in November 2023.

**Background:**

The Mayor Pro Tempore (or Mayor Pro Tem) is elected annually by the City Council after the general election.

The general election was conducted on November 8, 2022.

***Code Excerpt:***

**Texas Local Government Code, Section 22.037 (b)**

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE. (a)  
The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

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

***Home Rule Charter Excerpt:***

**SECTION 3.02. MAYOR PRO TEM**

The City Council shall elect one of its members as Mayor Pro Tem for a one (1) year term. The Mayor Pro Tem shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of such office, and shall, during that time, be vested with all the powers belonging to the Mayor. In the absence of the Mayor and the Mayor Pro Tem, the Council Member of greatest seniority shall preside over the meeting.

City Councilmember John Kell, Place 1 served as the Mayor Pro Tem for the term expiring in November 2022. At the December 6, 2022 meeting, Councilmember Kell and Councilmember Wright were nominated and neither received a majority vote of those present. The consensus of the City Council was to bring the item back for consideration at the December 20, 2022 meeting.



## **CITY OF LAVON Agenda Brief**

**MEETING: December 20, 2022**

**ITEM: 8**

---

**Item:**

### **DEPARTMENT REPORTS**

*Members may receive and discuss the reports.*

- A.** Police Services – Service, activity, programs, and administration report
- B.** Fire Services – Service, activity, programs, and administration report
- C.** Public Works Services – Capital Improvement Plan, utilities, capital projects, public works, and street maintenance report
- D.** Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; TxDOT Projects Report; board and commission appointments; finance report, and administration and staff reports.



**LAVON POLICE**

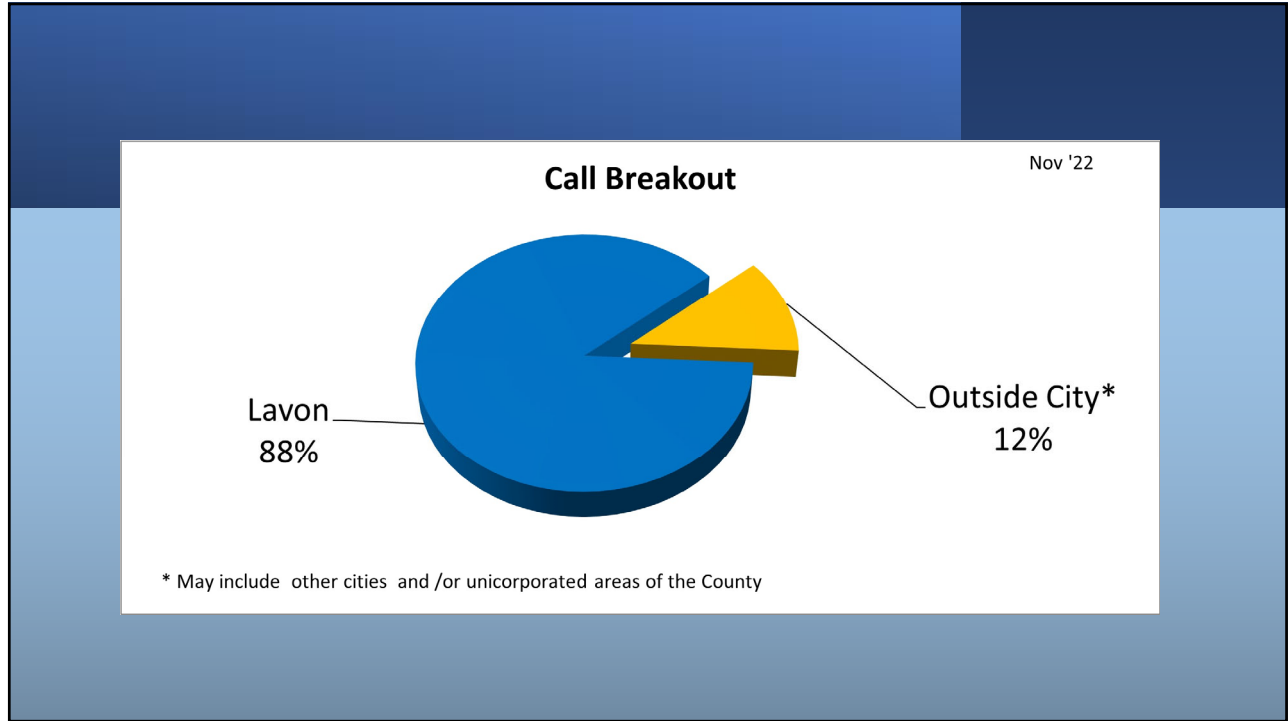
501B Lincoln Ave  
P.O. Box 340  
Lavon, Texas 75166  
(972)-843-4219



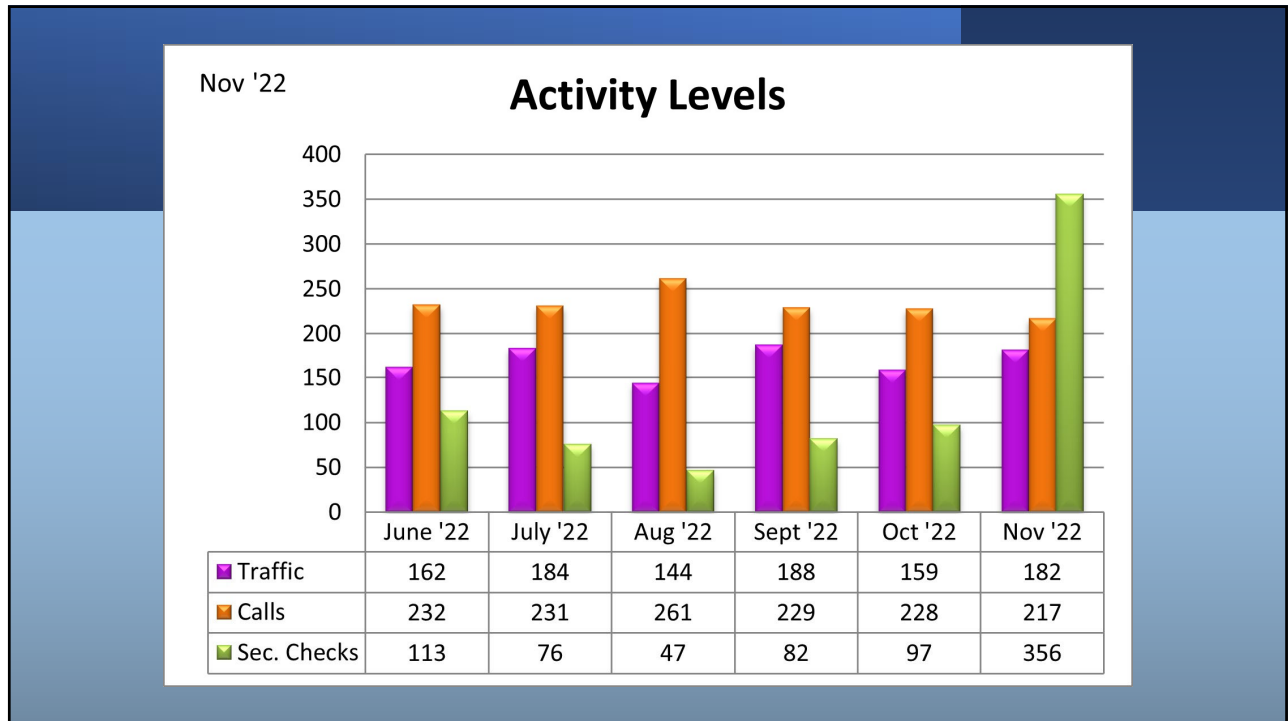
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**CITY OF LAVON**  
November 2022  
Police Activity Report

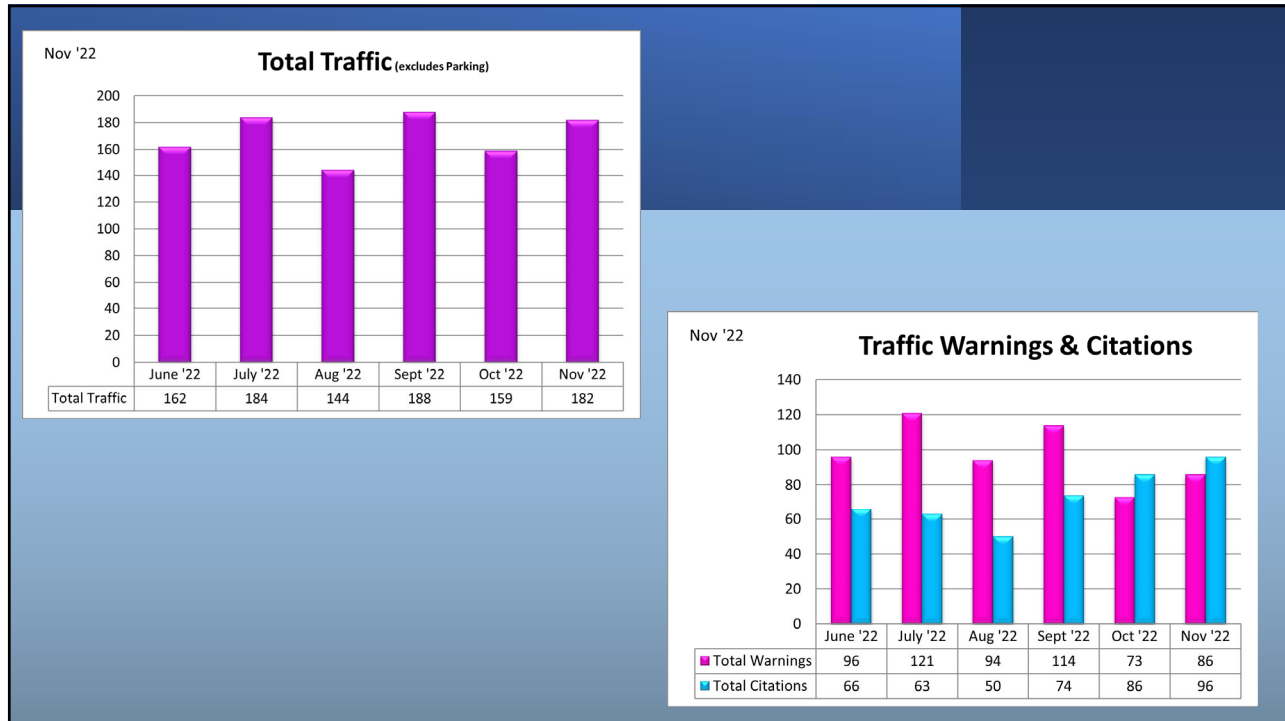
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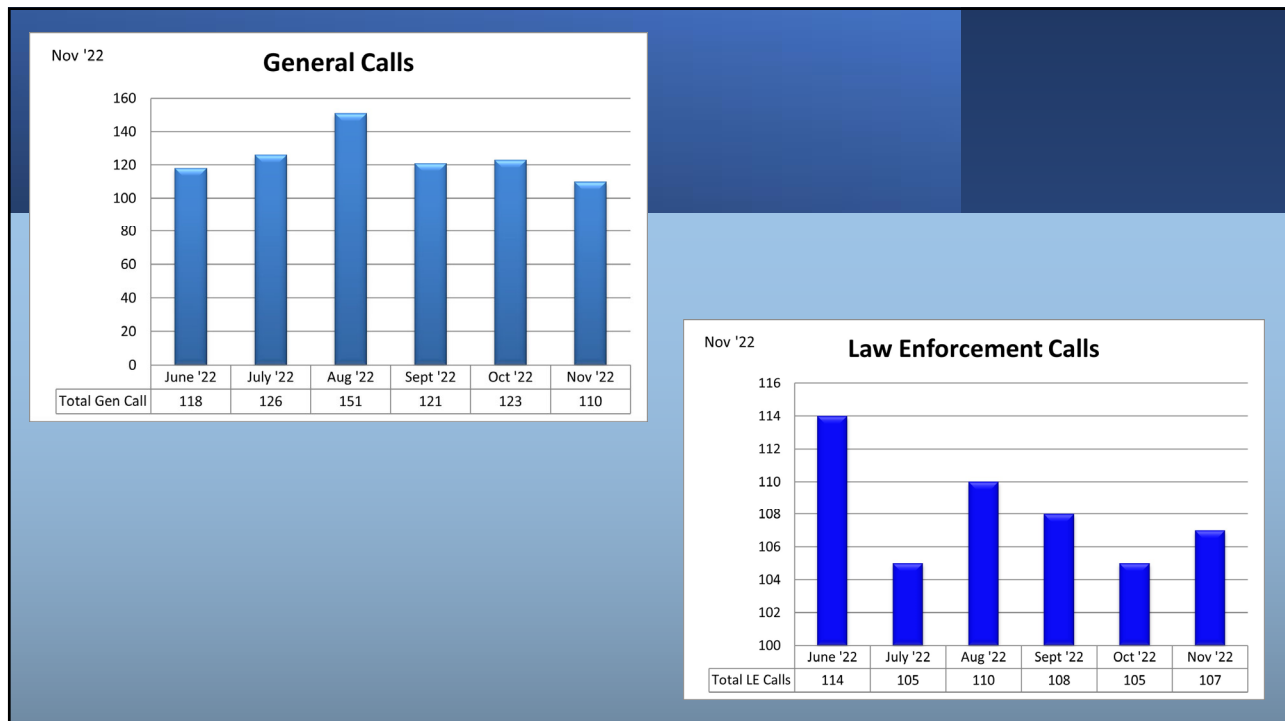
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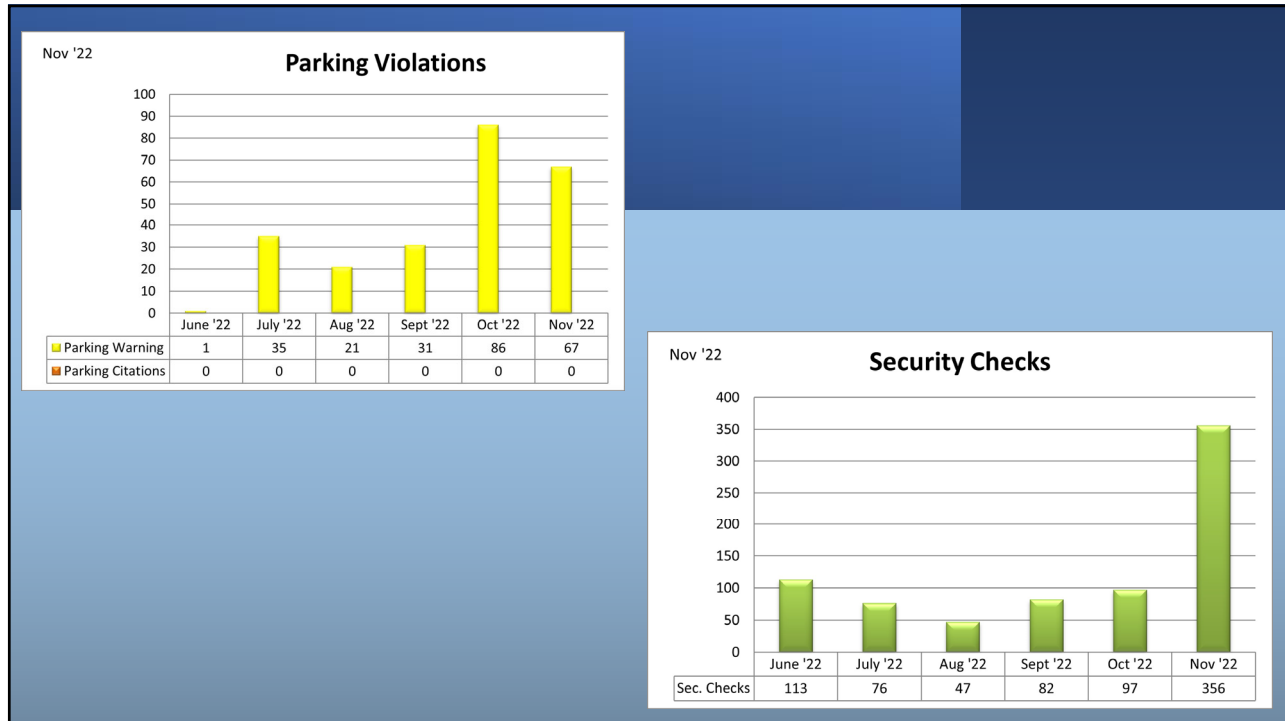
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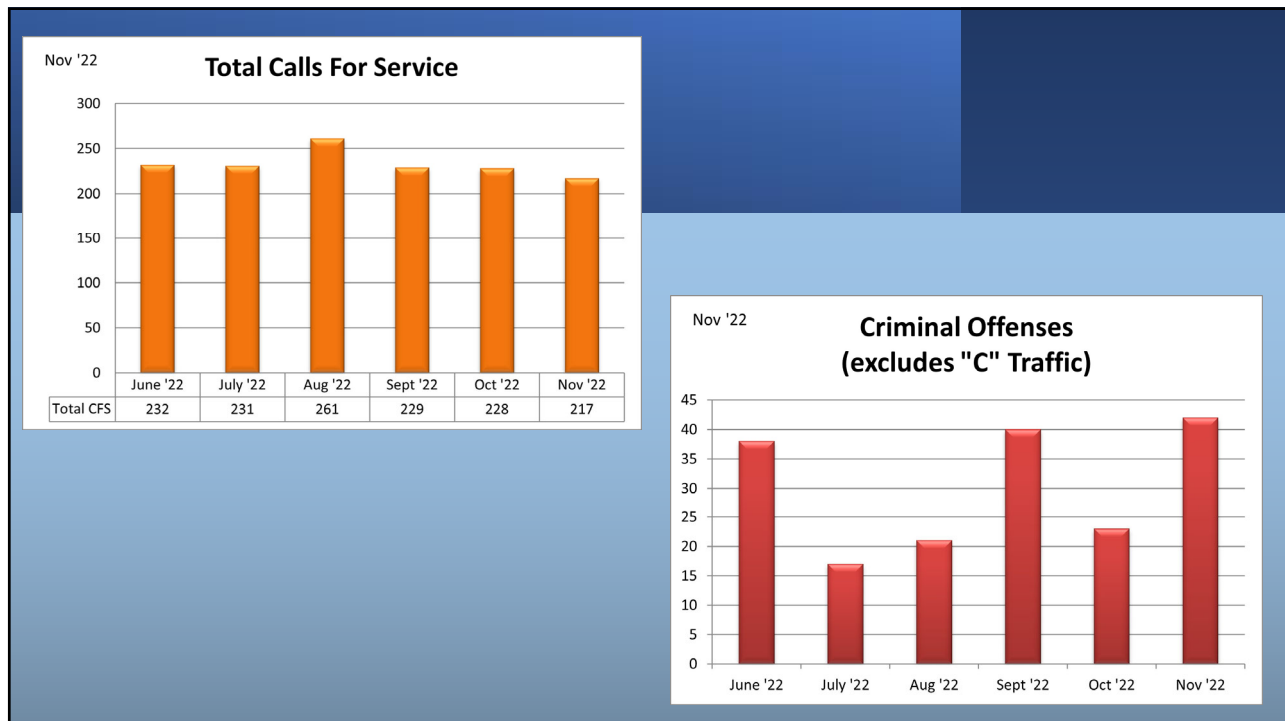
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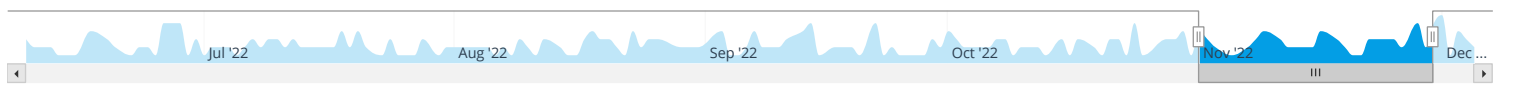
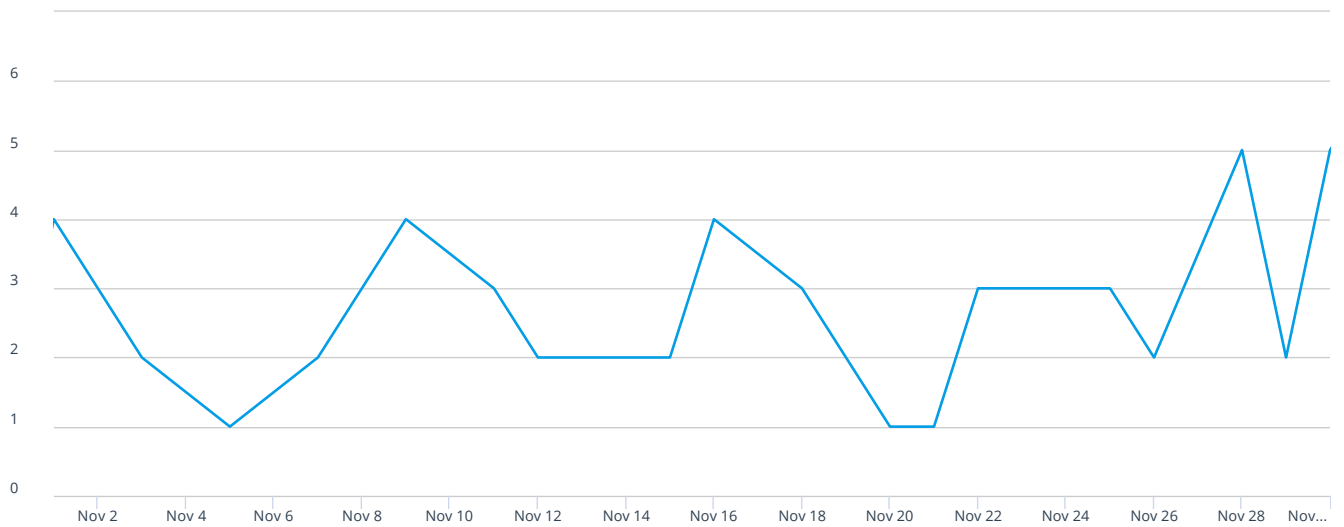
Previous Month ▾ Nov 1, 2022 - Nov 30, 2022 ▾

**24%**  
**FIRE**  
 Percentage of Total Incidents

**72%**  
**EMS**  
 Percentage of Total Incidents

**67**  
**INCIDENTS**  
 In Selected Time Slice

**30**  
**DAYS**  
 In Selected Time Slice



**Counts** | % Rows | % Columns | % All

Week Ending	11/6/22	11/13/22	11/20/22	11/27/22	12/4/22	12/11/22	12/18/22	12/25/22	1/1/23	1/8/23	1/15/23	1/22/23	1/29/23	Total
(31) Medical assist			1											1
(32) Emergency medical service (EMS) incident	8	10	6	9	8									41
(41) Combustible/f... spills & leaks		1		1										2
(42) Chemical release, reaction, or toxic condition		1												1
(55) Public service assistance					2									2
(61) Dispatched and canceled en route	1		2	1										4
(62) Wrong location, no emergency found		1		1										2
(65) Steam, other gas mistaken for smoke					1									1
(73) System or detector malfunction	1													1
(74) Unintentional system/detect... operation (no fire)		1			1									2
NULL			3											3
<b>Total</b>	<b>10</b>	<b>14</b>	<b>12</b>	<b>12</b>	<b>12</b>									<b>60</b>

**CITY OF LAVON  
BUILDING PERMITS  
CALENDAR YEAR 2021-2022**

PERMITS	November - 22	Calendar Year 2022	Permit Valuations	November - 21	Calendar Year 2021	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
<b>COMMERCIAL</b>	6	56	\$27,798.45	4	28	\$24,785.00
<b>SINGLE FAMILY</b>	10	357	\$1,221,109.87	68	371	\$1,234,585.95
<b>POOLS</b>	0	9	\$3,250.00	0	5	\$2,000.00
<b>OTHERS</b>	42	723	\$93,904.03	21	551	\$67,400.00
<b>TOTAL</b>	<b>58</b>	<b>1145</b>	<b>\$1,346,062.35</b>	<b>93</b>	<b>955</b>	<b>\$1,328,770.95</b>



# Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Director*





# Municipal Recycling Program



## Single Stream Recycling

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

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

	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022	Apr-2022	Mar-2022	Feb-2022	Jan-2022	Dec-2021
<b>Homes</b>	2,189	2,157	2,157	2,082	2,082	1,970	1,970	1,922	1,910	1,901	1,873	1,840
<b>Resi Rcy Tonnage</b>	39.83	24.87	37.57	39.03	44.59	66.54	33.93	19.67	38.82	29.27	26.47	38.95
<b>Pounds / Home / Month</b>	36.39	23.06	34.84	37.49	42.83	67.55	34.45	20.47	40.65	30.79	28.26	42.34



CommunityWasteDisposal.com  
Since 1984

# Municipal Service Inquiries



## Residential Solid Waste Services

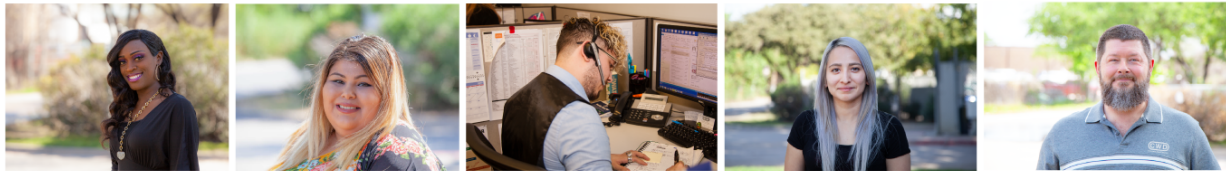
The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

**\*\* Service inquiries related to the three storm days in February, and potential subsequent collection days, were not recorded as grievances, as these were non-ordinary operating circumstances for CWD. \*\***

	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022	Apr-2022	Mar-2022	Feb-2022	Jan-2022	Dec-2021
<b>Service Opportunities</b>	18,956	18,679	18,679	18,030	18,030	17,060	17,060	16,644	16,540	16,462	16,220	15,934
<b>Service Inquiries</b>	20	30	27	17	13	17	11	15	11	6	5	18
<b>Per 1,000 Service Opps</b>	1.06	1.61	1.45	0.94	0.72	1.00	0.64	0.90	0.67	0.36	0.31	1.13



# Customer Service Inquiries - Detail



## Good Service is Good Business

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

### City Account Grievances for the Period of 11/01/2022 - 11/30/2022

Date	Account	Address	Service Type	Service Code
11/17/2022	105627-953	249 COMMUNITY DR		
				<b>Total : 1</b>
11/03/2022	105627-939	539 SVENSON LN	RESI-BULK	RESI R/L BULK
11/10/2022	105627-946	610 CROCKETT DR	RESI-BULK	RESI R/L BULK
				<b>Total RESI-BULK: 2</b>
11/03/2022	105627-708	283 LAMAR DR	RESI-RECYCLE	SERVICE RCYCART
11/03/2022	105627-008	320 FORDER CT	RESI-RECYCLE	SERVICE RCYCART
11/03/2022	105627-942	507 AVERY POINTE	RESI-RECYCLE	SERVICE RCYCART

11/03/2022	105627-942	507 AVERY POINTE	RESI-RECYCLE	SERVICE RCYCART
11/25/2022	105627-426	1011 ROLLING MEADOWN	RESI-RECYCLE	SERVICE RCYCART
11/30/2022	105627-961	1097 MERCURY DR	RESI-RECYCLE	SERVICE TRASH CART
				<b>Total RESI-RECYCLE: 6</b>
11/02/2022	105627-400	213 MAIN ST	RESI-TRASH	SERVICE TRASH CART
11/02/2022	105627-149	444 JACKSON LN	RESI-TRASH	SERVICE TRASH CART
11/02/2022	105627-938	331 MCCLENDON RD	RESI-TRASH	SERVICE TRASH CART
11/03/2022	105627-877	334 MCCLENDON RD	RESI-TRASH	SERVICE TRASH CART
11/03/2022	105627-940	124 CHASE CREEK DR	RESI-TRASH	SERVICE TRASH CART
11/09/2022	105627-266	341 WINDMILL DR	RESI-TRASH	SERVICE TRASH CART
11/10/2022	105627-867	203 TRAVIS LN	RESI-TRASH	SERVICE TRASH CART
11/10/2022	105627-728	408 COOLIDGE	RESI-TRASH	SERVICE TRASH CART
11/10/2022	105627-867	203 TRAVIS LN	RESI-TRASH	SERVICE TRASH CART
11/14/2022	105627-728	408 COOLIDGE	RESI-TRASH	SERVICE TRASH CART
11/23/2022	105627-539	646 CROCKETT DR	RESI-TRASH	SERVICE TRASH CART
				<b>Total RESI-TRASH: 11</b>
				<b>Total Inquiries: 20</b>

**2833 - Lavon, City of (General Obligation Debt)**  
 Report - Lavon, City of (General Obligation Debt) / Sales Tax Data

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

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

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

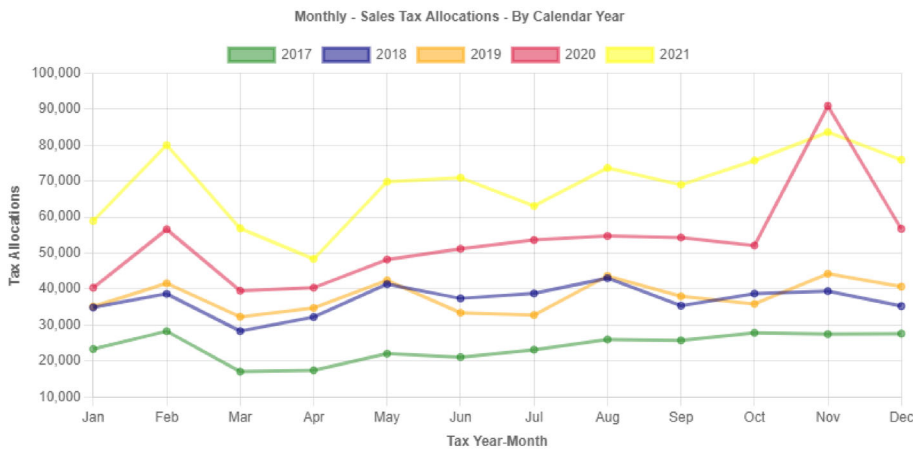
- [View Grid Based on Calendar Year](#)
- [View Grid With All Years](#)

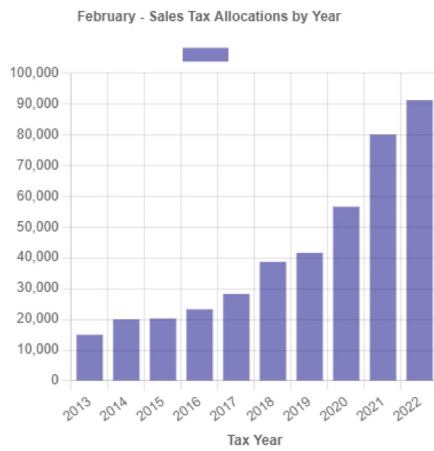
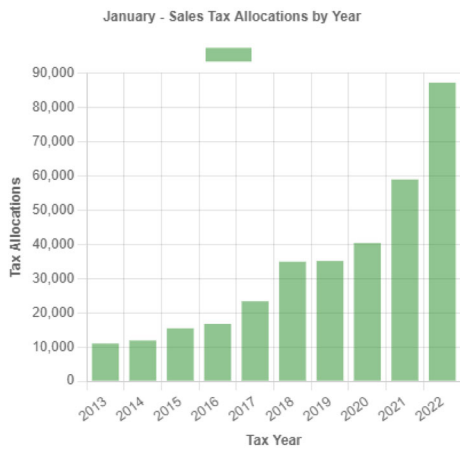
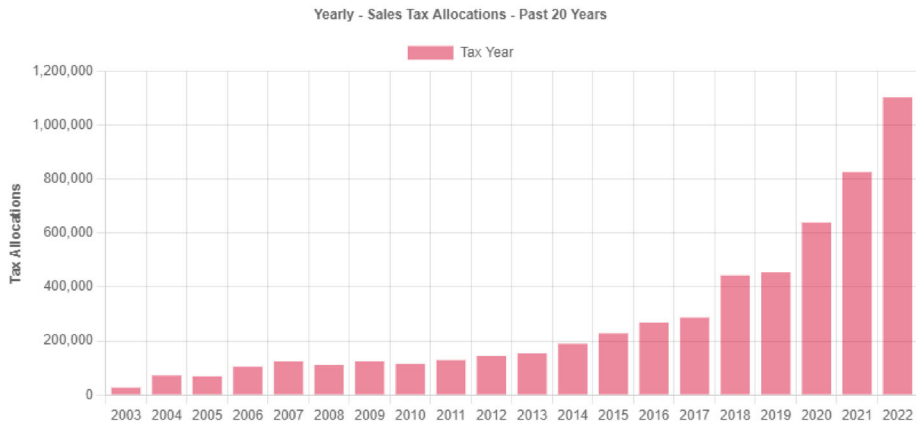
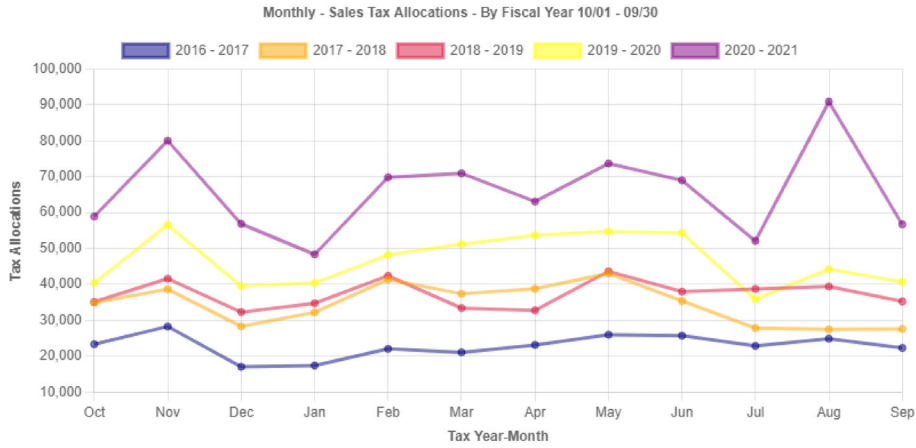
[Download to Excel](#)

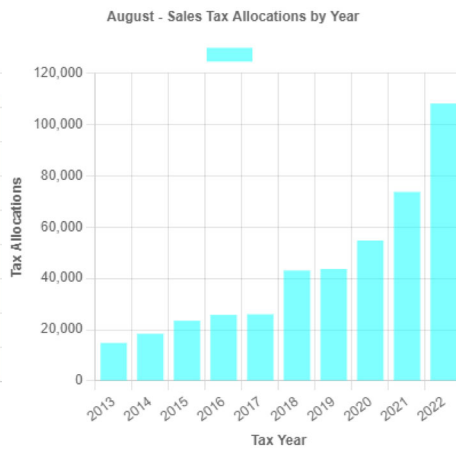
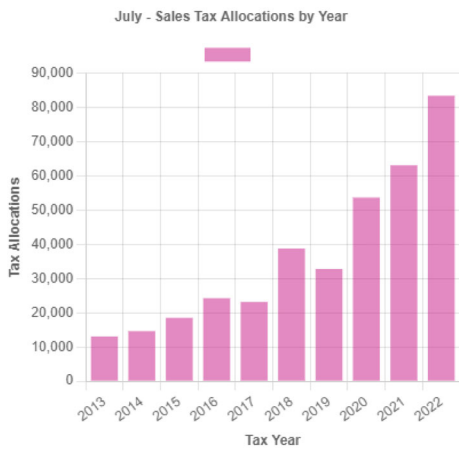
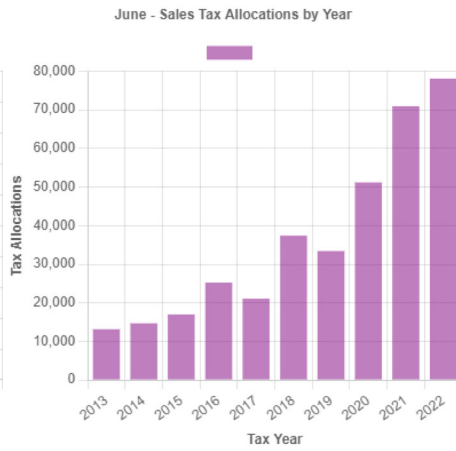
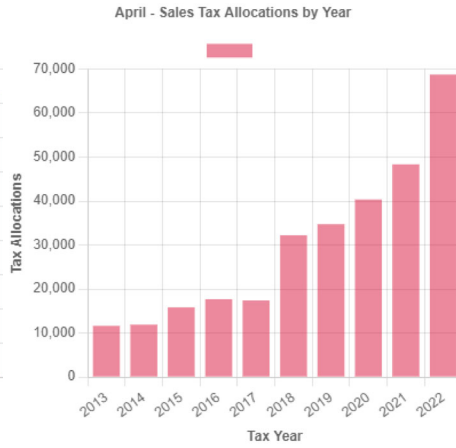
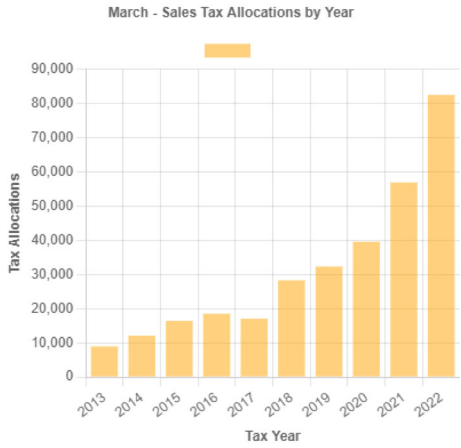
Change Fiscal Year End

09/30/2023

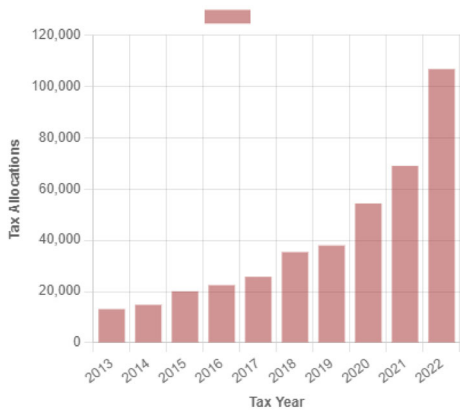
Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2023	\$102,983	\$109,154	\$93,701	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$305,838
2022	\$75,699	\$83,649	\$75,926	\$87,161	\$91,220	\$82,408	\$68,743	\$91,544	\$78,074	\$83,361	\$108,100	\$106,687	\$1,032,574
2021	\$52,096	\$90,909	\$56,718	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$790,396
2020	\$35,846	\$44,260	\$40,667	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$559,696
2019	\$38,730	\$39,419	\$35,260	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$33,403	\$32,771	\$43,642	\$37,975	\$447,367
2018	\$27,837	\$27,458	\$27,603	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$412,870
2017	\$22,849	\$24,877	\$22,304	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$274,094
2016	\$18,554	\$24,151	\$17,624	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$258,670
2015	\$16,213	\$17,336	\$16,025	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$217,559
2014	\$12,032	\$14,975	\$11,935	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$179,266
2013	\$11,166	\$15,054	\$12,518	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$153,743
2012	\$9,075	\$15,224	\$9,414	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$140,152
2011	\$8,990	\$10,146	\$10,217	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$124,980
2010	\$11,983	\$12,813	\$9,335	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$120,668
2009	\$10,655	\$14,185	\$10,830	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$125,864
2008	\$9,001	\$13,869	\$10,505	\$6,439	\$15,097	\$6,019	\$3,917	\$10,012	\$5,481	\$7,609	\$13,184	\$7,853	\$108,986
2007	\$10,725	\$14,759	\$7,398	\$6,567	\$11,434	\$7,902	\$8,989	\$13,114	\$8,797	\$7,037	\$16,120	\$10,821	\$123,662
2006	\$8,371	\$10,348	\$7,185	\$6,940	\$10,522	\$7,581	\$4,398	\$10,629	\$8,192	\$7,183	\$10,029	\$6,573	\$97,950
2005	\$5,168	\$5,637	\$4,324	\$3,686	\$4,729	\$3,046	\$3,680	\$5,722	\$5,214	\$3,911	\$6,051	\$7,280	\$58,448
2004	\$3,584	\$3,394	\$3,786	\$3,514	\$6,693	\$3,724	\$4,356	\$5,415	\$15,931	\$4,471	\$8,017	\$4,952	\$67,838



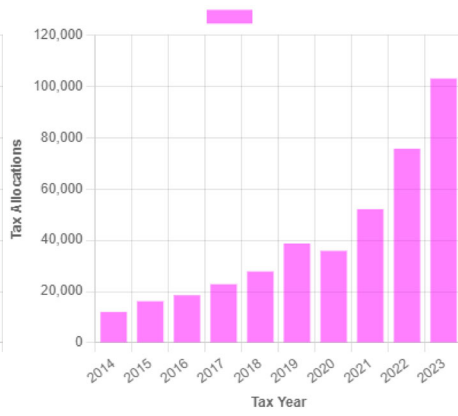




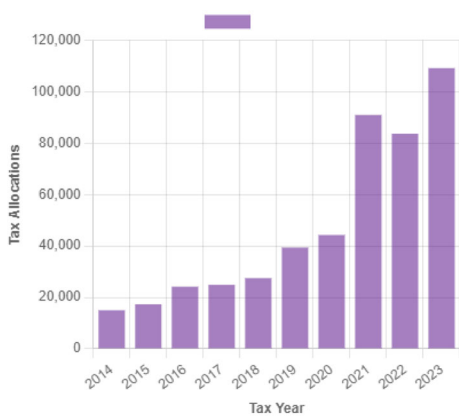
September - Sales Tax Allocations by Year



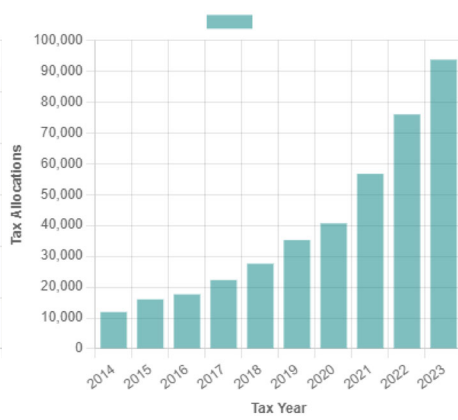
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



# City of Lavon

## Monthly Financial Report

### As of 10/31/22

	(Old COA) Budget	(New COA) Budget	YTD	Remaining	% Budget
<b>General Fund</b>					
Other Funding	2,393,227	2,393,227	2,393,227		
Revenue	5,060,233	5,060,233	190,431	4,869,801	3.76%
Expenses	5,885,618	5,885,618	434,474	5,451,143	7.38%
Ending Resources	1,567,842	1,567,842	2,149,184		
<b>Interest &amp; Sinking</b>					
Beginning Resources	84,922	84,922	84,922		
Revenue	1,183,601	1,183,601	11,760	1,171,841	0.99%
Expenses	1,125,151	1,125,151	-	1,125,151	0.00%
Ending Resources	143,372	143,372	96,682		
<b>Streets - Tax Funded</b>					
Beginning Resources	481,240	481,240	481,240		
Revenue	250,000	250,000	25,746	224,254	10.30%
Expenses	450,000	450,000	-	450,000	0.00%
Ending Resources	281,240	281,240	506,986		
<b>Streets - Fee Funded</b>					
Beginning Resources	400,570	400,570	400,570		
Revenue	2,864	2,864	-	2,864	0.00%
Expenses	349,634	349,634	-	349,634	0.00%
Ending Resources	53,800	53,800	400,570		
<b>Utilities</b>					
Beginning Resources	1,704,945	6,305,158	2,730,158		
Revenue	1,880,120	2,815,620	584,761	2,230,859	20.77%
Expenses	1,044,000	5,783,000	161,526	5,621,474	2.79%
Ending Resources	2,541,065	3,337,778	3,153,393		
<b>Sewer Tap</b>					
Beginning Resources	4,600,213	-	-		
Revenue	935,500	-	-	-	NA
Expenses	4,739,000	-	-	-	NA
Ending Resources	796,713	-	-		
<b>Total Beg Resources</b>	<b>9,665,117</b>	<b>9,665,117</b>	<b>6,090,117</b>		
<b>Total Revenues</b>	<b>9,312,318</b>	<b>9,312,318</b>	<b>812,698</b>	<b>8,499,620</b>	<b>8.73%</b>
<b>Total Expenses</b>	<b>13,593,403</b>	<b>13,593,403</b>	<b>596,000</b>	<b>12,997,403</b>	<b>4.38%</b>
<b>Total End Resources</b>	<b>5,384,032</b>	<b>5,384,032</b>	<b>6,306,815</b>		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

				OLD COA	NEW COA			
<b>GENERAL FUND</b>				<b>ADOPTED</b>	<b>ADOPTED/</b>	<b>YTD</b>	<b>REMAINING</b>	<b>% of</b>
<b>SOURCE OF FUNDS</b>				<b>2022-23</b>	<b>AMENDED/</b>		<b>BUDGET</b>	<b>BUDGET</b>
					<b>2022-23</b>			
Estimated Beginning Resources				2,318,227	2,318,227	2,318,227	-	100.00%
Bond Proceeds for Professional Serv				75,000	75,000	75,000	-	100.00%
<b>REVENUE - CURRENT</b>								
<b>Taxes</b>								
10-00-4200	10-00-4001	Property Taxes	Property Tax	1,828,733	1,828,733	17,202	1,811,531	0.94%
10-00-4205	10-00-4060	Franchise Fees	Franchise	185,000	185,000	6	184,994	0.00%
10-00-4206	10-00-4040	Sales & Use Tax	Sales & Use Tax	500,000	500,000	51,491	448,509	10.30%
new	10-00-4045	Mixed Beverage Sales Tax	new	-	-	-	-	#DIV/0!
10-00-4208	10-00-4001	Property Taxes	Penalty & Interest	500	500	-	500	0.00%
10-00-4209	10-00-4001	Property Taxes	Ad Valorem Delinquent Taxes	1,000	1,000	-	1,000	0.00%
<b>Total Taxes</b>				<b>2,515,233</b>	<b>2,515,233</b>	<b>68,699</b>	<b>2,446,533</b>	<b>2.73%</b>
<b>Transfers to Reimburse GF</b>								
10-00-4900	10-00-4802	Transfer from Utility Fund - Solid Waste	Solid Waste for admin svc	144,000	144,000	-	144,000	0.00%
10-00-4901	10-00-4801	Transfer from Utility Fund - Sewer	Sewer for admin svc	108,000	108,000	-	108,000	0.00%
new	10-00-4906	Transfer from CIP - Prof	new	-	-	-	-	#DIV/0!
10-00-4907	10-00-4801	Transfer from Utility Fund	Transfer from Sewer for I&S	500,000	500,000	-	500,000	0.00%
new	10-55-4806	Transfer In for CIP	new	-	-	-	-	#DIV/0!
<b>Total Transfers</b>				<b>752,000</b>	<b>752,000</b>	<b>-</b>	<b>752,000</b>	<b>0.00%</b>
<b>Municipal Court</b>								
10-00-4501	10-25-4215	Court Fees	Court Fees	2,000	2,000	250	1,750	12.50%
<b>Total Municipal Court</b>				<b>2,000</b>	<b>2,000</b>	<b>250</b>	<b>1,750</b>	<b>12.50%</b>
<b>Administration</b>								
10-00-4004	20-85-4202	Account Creation Fee	Administrative Fee	-	-	-	-	#DIV/0!
10-00-4010	10-00-4500	Interest Income	Banking Interest	-	-	2,969	(2,969)	#DIV/0!
10-00-4122	20-85-4299	Late Fees	Utility Late Fees	-	-	-	-	#DIV/0!
<b>Total Administration</b>				<b>-</b>	<b>-</b>	<b>2,969</b>	<b>(2,969)</b>	<b>#DIV/0!</b>
<b>Operations</b>								
10-00-4324	10-75-4310	Land Use Application Fees	Land Use Application Fees	80,000	80,000	-	80,000	0.00%
10-00-4325	10-75-4325	Food Service Inspection Permits	Food Serv Insp Permits	5,500	5,500	(150)	5,650	-2.73%
10-00-4326	10-75-4305	General Permits	General Permit Fees	210,000	210,000	11,157	198,844	5.31%
10-00-4327	10-75-4315	New Building Permits	Bldg Permit Fees	850,000	850,000	97,656	752,344	11.49%
10-00-4328	10-75-4350	OSSF Permits	OSSF Permit Fees	500	500	-	500	0.00%
10-00-4329	10-75-4355	Infrastructure Inspection Fees	Infrastructure Inspection Fees	525,000	525,000	-	525,000	0.00%
10-00-4332	10-10-4405	Building Rent - LEDC	Building Rent - LEDC	6,000	6,000	6,000	-	100.00%
10-00-4503	10-45-4240	Police - Fines/Fees	PD Fines/Fees	50,000	50,000	3,813	46,187	7.63%
10-00-4504	10-45-4245	Police - Warrant Fees/Fines	PD Warrant Fines / Fees	5,000	5,000	38	4,962	0.76%
10-00-4509	10-55-4160	Fire Service Contract	FD Services Contract	24,000	24,000	-	24,000	0.00%
new	10-10-4101	PID Administrative Services	PID Administrative Services	33,000	33,000	-	33,000	0.00%
new	10-55-4650	Developer Contributions	new	-	-	-	-	#DIV/0!
10-00-4700	10-65-4130	Facility Rental	Comm Ctr/Pav Rent Fees	1,500	1,500	-	1,500	0.00%
10-00-4800	10-00-4690	Sale of Property	Sale of Property	500	500	-	500	0.00%
<b>Total Operations</b>				<b>1,791,000</b>	<b>1,791,000</b>	<b>118,513</b>	<b>1,672,487</b>	<b>6.62%</b>
<b>Total General Fund Revenues</b>				<b>5,060,233</b>	<b>5,060,233</b>	<b>190,431</b>	<b>4,869,801</b>	<b>3.76%</b>
<b>Total Source of Funds</b>				<b>7,453,460</b>	<b>7,453,460</b>	<b>2,583,658</b>	<b>4,869,801</b>	<b>34.66%</b>
<b>EXPENDITURES</b>								
<b>Municipal Court Services</b>								
10-25-5000	10-25-5000	Salaries & Wages	Payroll	63,227	63,227	4,787	58,440	8%
10-25-5015	10-25-5025	Health Insurance	Health Insurance	9,900	9,900	750	9,150	8%
10-25-8501	10-25-5030	Payroll Taxes	FICA & Medicare	4,837	4,837	366	4,471	8%
10-25-8502	10-25-5035	Retirement	Retirement	11,697	11,697	705	10,992	6%
10-25-8503	10-25-5040	TWC	TWC	450	450	1	449	0%
new	10-25-5045	Workers Comp	Workers Compensation	259	259	-	259	0%
10-24-5005	10-25-5515	Credit Card Contract	Credit Card Fees	1,000	1,000	-	1,000	0%
10-24-5010	10-25-5546	Jury Service	Jury Panel	250	250	-	250	0%
10-25-5016	10-25-5402	Judge	Judge / Prosecutor Contract Labor	12,000	12,000	375	11,625	3%
<b>Prosecutor</b>				<b>-</b>	<b>-</b>	<b>638</b>	<b>(638)</b>	<b>#DIV/0!</b>
10-24-5400	10-25-5100	Office Supplies	Postal Fees	500	500	123	377	25%
10-24-5800	10-25-5725	Employee Training	Training	1,000	1,000	-	1,000	0%
10-24-6250	10-25-5100	Office Supplies	Office Supplies	1,500	1,500	-	1,500	0%
<b>Total Municipal Court</b>				<b>106,620</b>	<b>106,620</b>	<b>7,744</b>	<b>98,876</b>	<b>7%</b>
<b>Administration Services</b>								
10-00-5000	10-10-5000	Salaries & Wages	Payroll - Admin Staff	397,925	397,925	27,622	370,303	7%
10-00-5015	10-10-5025	Health Insurance	Health Insurance	49,500	49,500	3,076	46,424	6%
10-00-8501	10-10-5030	Payroll Taxes	FICA & Medicare	30,441	30,441	2,100	28,341	7%
10-00-8502	10-10-5035	Retirement	Retirement	73,616	73,616	4,922	68,694	7%
10-00-8503	10-10-5040	TWC	TWC	1,300	1,300	2	1,298	0%
new	10-10-5045	Workers Comp	new	1,631	1,631	33,820	(32,189)	2074%
10-21-6010	10-10-5510	Advertising	Adv, Notices & Pubs	18,000	18,000	958	17,042	5%
10-21-6014	10-10-5100	Office Supplies	Building Supplies	2,000	2,000	413	1,587	21%
10-21-6020	10-10-5200	Phone, Internet	Cell Phone	500	500	-	500	0%
10-21-6060	10-10-5520	SAAS Contracts (software/app service)	Computer Software (comb w 10-21-6500)	25,000	25,000	32	24,968	0%
10-21-6065	10-10-5101	Council Supplies	Council Supplies	1,500	1,500	169	1,331	11%
10-21-6070	10-10-5540	Cleaning Service	Cleaning	7,500	7,500	500	7,000	7%
10-21-6080	10-10-5440	Professional Services - Other	CPA	1,000	1,000	-	1,000	0%
10-21-6100	10-10-5700	Dues & Fees	Dues & Fees	6,000	6,000	576	5,424	10%

CITY OF LAVON  
REVENUE AND EXPENSE REPORT  
AS OF SEPTEMBER 30, 2022

				OLD COA	NEW COA			
GENERAL FUND				ADOPTED 2022-23	ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-21-6101	10-10-5545	Election Services	Elections	8,000	8,000			0%
10-21-6104	10-10-5107	Community Event Supplies	Community Events	7,500	7,500	3,811	3,689	51%
10-21-6250	10-10-5100	Office Supplies	Office Supplies	3,250	3,250		3,250	0%
10-21-6251	10-10-5100	Office Supplies	Drinking Water All Depts	1,000	1,000		1,000	0%
10-21-6252	10-10-5190	Office Furniture & Equipment - not cap	Office Furniture	2,500	2,500		2,500	0%
10-21-6253	10-10-5190	Office Furniture & Equipment - not cap	Office Equipment	3,500	3,500		3,500	0%
new	10-10-5401	Attorney	new	-	-	3,400	(3,400)	#DIV/0!
new	10-10-5410	Auditor	new	-	-		-	#DIV/0!
new	10-10-5425	Tax Assessor/Collector	new	-	-		-	#DIV/0!
new	10-10-5430	Central Appraisal District	new	-	-		-	#DIV/0!
10-21-6264	10-10-5589	Sales Tax Incentive Rebate	Sales Tax Grant	45,000	45,000		45,000	0%
10-21-6304	10-10-5560	Contract Labor	Comm Events Monitors	1,000	1,000		1,000	0%
10-21-6400	10-10-5100	Office Supplies	Postal Fees	250	250		250	0%
10-21-6800	10-10-5725	Employee Training	Training	8,500	8,500	400	8,100	5%
10-21-6802	10-10-5730	Staff Development	Staff Development	3,500	3,500		3,500	0%
10-21-7000	10-10-5210	Electricity	Electric	8,500	8,500	654	7,846	8%
10-21-7002	10-10-5220	Natural Gas	Natural Gas	7,500	7,500	71	7,429	1%
10-21-7003	10-10-5200	Phone, Internet	Telephone	4,000	4,000	41	3,959	1%
10-21-7004	10-10-5230	Water	Water	1,000	1,000	54	946	5%
10-21-8419	10-10-5720	Employee Travel	Mileage & Meals	2,500	2,500	1,868	632	75%
		<b>Total Administration Operations</b>		723,413	723,413	84,490	638,923	12%
		<b>Admin Capital Outlay</b>						
10-29-8150	10-10-9103	Improvements	City Hall improvements	5,000	5,000		5,000	0%
		<b>Total Admin Capital Outlay</b>		5,000	5,000	-	5,000	0%
		<b>Total Admin Services</b>		728,413	728,413	84,490	643,923	12%
		<b>Fire Services</b>						
10-25-6008	10-55-5560	Contract Labor	Stipend	80,000	80,000	6,350	73,650	8%
10-48-5000	10-55-5000	Salaries & Wages	Payroll	556,210	556,210	21,188	535,022	4%
10-48-5015	10-55-5025	Health Insurance	Health Insurance	77,376	77,376	3,004	74,372	4%
10-48-8501	10-55-5030	Payroll Taxes	FICA & Medicare	42,550	42,550	1,580	40,970	4%
10-48-8502	10-55-5035	Retirement	Retirement	102,899	102,899	3,776	99,123	4%
10-48-8503	10-55-5040	TWC	TWC	1,500	1,500	-	1,500	0%
new	10-55-5045	Workers Comp	new	37,683	37,683		37,683	0%
10-25-7002	10-55-5330	Storm Siren O&M	Storm Siren and Maint	1,500	1,500	11	1,490	1%
10-48-5002	10-55-5100	Office Supplies	Asset Tags/Metal	300	300	72	228	24%
10-48-5604	10-55-5100	Office Supplies	Postage	75	75		75	0%
10-48-6002	10-55-5325	Equipment Maintenance	Equipment Maint Rep	5,000	5,000	450	4,550	9%
10-48-6003	10-55-5200	Phone, Internet	Internet/Wifi Utility	15,000	15,000	270	14,730	2%
10-48-6005	10-55-5316	Apparatus Maintenance	NFPA Pump/Ladder Test	7,500	7,500		7,500	0%
10-48-6011	10-55-5100	Office Supplies	Office Supplies	3,500	3,500		3,500	0%
10-48-6012	10-55-5720	Employee Travel	Travel/ Conf / Meals	10,000	10,000	516	9,484	5%
10-48-6102	10-55-5700	Dues & Fees	Dues & Fees	5,500	5,500	570	4,930	10%
10-48-6145	10-55-5530	Medical Services	Medical Services	3,000	3,000		3,000	0%
10-48-6160	10-55-5200	Phone, Internet	Mobile Technology	4,500	4,500		4,500	0%
10-48-6200	10-55-5195	Tools & Equipment - not capitalized	Safety/Fire Equipment	30,000	30,000	100	29,900	0%
10-48-6201	10-55-5195	Tools & Equipment - not capitalized	Fire Hose	1,000	1,000		1,000	0%
10-48-7000	10-55-5210	Electricity	Electricity	15,000	15,000	530	14,470	4%
10-48-7002	10-55-5220	Natural Gas	Natural Gas	3,000	3,000	69	2,931	2%
10-48-7004	10-55-5230	Water	Water	3,500	3,500	69	3,431	2%
10-48-7006	10-55-5160	Personal Protection Equipment	PPE/ Bunker Gear & Maint	20,000	20,000	11,274	8,726	56%
10-48-7009	10-55-5316	Apparatus Maintenance	Apparatus Maintenance	35,000	35,000	489	34,511	1%
10-48-7010	10-55-5125	Operating Supplies	ALS Med Supplies	10,000	10,000	298	9,702	3%
10-48-7011	10-55-5549	Fire Alarm Monitoring Service	EOC Fire Alarm Mon	1,000	1,000		1,000	0%
10-48-7014	10-55-5520	SAAS Contracts (software/app service)	IT / Software	20,000	20,000	12,914	7,086	65%
10-48-7024	10-55-5155	Uniforms	Graphics/Uniforms	12,500	12,500	194	12,306	2%
10-48-7030	10-55-5240	Fuel	Fuel	20,000	20,000	1,454	18,546	7%
new	10-55-5547	Fire Marshal Contract	new	-	-	709	(709)	#DIV/0!
new	10-55-5536	Ambulance Service	new	-	-	1,470	(1,470)	#DIV/0!
10-48-7031	10-55-5540	Cleaning Service	Cleaning	3,900	3,900	257	3,643	7%
		<b>Total Fire Operations</b>		1,128,993	1,128,993	67,614	1,061,379	6%
		<b>Fire Capital Outlay</b>						
10-48-6550	10-55-9103	Improvements	FD-EOC-PD Signage	2,500	2,500		2,500	0%
10-48-7036	10-55-9104	Furnishings	FD furn and EOC tech	12,500	12,500	160	12,340	1%
10-48-8118	10-55-9224	Radios	Fire Radios	-	-		-	#DIV/0!
10-48-8117	10-55-9226	Fire Apparatus	Fire Apparatus	200,000	200,000		200,000	0%
		<b>Total Fire Capital Outlay</b>		215,000	215,000	160	214,840	0%
		<b>Total Fire Services</b>		1,343,993	1,343,993	67,774	1,276,219	5%
		<b>Police Services</b>						
10-45-5000	10-45-5000	Salaries & Wages	Payroll	1,149,800	1,149,800	67,049	1,082,751	6%
10-45-5015	10-45-5025	Health Insurance	Health Insurance	154,752	154,752	9,080	145,672	6%
10-45-8501	10-45-5030	Payroll Taxes	FICA & Medicare	87,960	87,960	5,059	82,901	6%
10-45-8502	10-45-5035	Retirement	Retirement	212,713	212,713	11,891	200,822	6%
10-45-8503	10-45-5040	TWC	TWC	5,000	5,000	5	4,995	0%
new	10-45-5045	Workers Comp	new	59,907	59,907	-	59,907	0%
10-29-6015	10-45-5195	Tools & Equipment - not capitalized	Audio Visual	3,000	3,000	1,102	1,898	37%
10-29-6018	10-45-5160	Personal Protection Equipment	Protective Gear	7,500	7,500		7,500	0%
10-29-6050	10-45-5105	Child Abuse Interlocal - Supplies	Child Abuse Interlocal	1,500	1,500		1,500	0%
10-29-6055	10-45-5540	Cleaning Service	Cleaning	7,000	7,000	497	6,503	7%
10-29-6061	10-45-5190	Office Furniture & Equipment - not cap	Computers	13,000	13,000		13,000	0%
10-29-6070	10-45-5103	Community Policing Supplies	Crime Prev / Community Policing	11,000	11,000	2,051	8,949	19%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
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				OLD COA	NEW COA			
<b>GENERAL FUND</b>				<b>ADOPTED 2022-23</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>
10-29-6071	10-45-5520	SAAS Contracts (software/app service)	Database Services	4,000	4,000	18,989	(14,989)	475%
10-29-6072	10-45-5548	Dispatch Service	Dispatch	73,708	73,708	17,698	56,010	24%
10-29-6102	10-45-5700	Dues & Fees	Dues & Fees	1,000	1,000		1,000	0%
10-29-6140	10-45-5195	Tools & Equipment - not capitalized	Emergency Equipment	6,400	6,400		6,400	0%
10-29-6145	10-45-5530	Medical Services	Medical Services	1,500	1,500		1,500	0%
10-29-6146	10-45-5720	Employee Travel	Travel / Meals	1,000	1,000	159	841	16%
10-29-6150	10-45-5551	Inmate Boarding Contract	Inmate Boarding	12,000	12,000	1,625	10,375	14%
10-29-6160	10-45-5200	Phone, Internet	Mobile Technology	43,000	43,000		43,000	0%
10-29-6253	10-45-5100	Office Supplies	Office Supplies	4,000	4,000	200	3,800	5%
10-29-6254	10-45-5195	Tools & Equipment - not capitalized	Patrol Rifle / Firearms	8,000	8,000		8,000	0%
10-29-6350	10-45-5325	Equipment Maintenance	Police Equipment Mtn.	2,500	2,500		2,500	0%
10-29-6351	10-45-5195	Tools & Equipment - not capitalized	Office Equipment	1,500	1,500		1,500	0%
10-29-6400	10-45-5100	Office Supplies	Postal Fees	750	750		750	0%
10-29-6401	10-45-5325	Equipment Maintenance	Radio Maintenance	2,500	2,500		2,500	0%
10-29-6403	10-45-5520	SAAS Contracts (software/app service)	Report Mgt System	9,500	9,500		9,500	0%
10-29-6500	10-45-5520	SAAS Contracts (software/app service)	Software	3,000	3,000		3,000	0%
new	10-45-5552	Animal Control Service	new	-	-	1,563	(1,563)	#DIV/0!
10-29-6502	10-45-5195	Tools & Equipment - not capitalized	Tazers (3)	15,000	15,000		15,000	0%
10-29-6550	10-45-5520	SAAS Contracts (software/app service)	TLETS Management	11,000	11,000		11,000	0%
10-29-6751	10-45-5125	Operating Supplies	Operational Supplies	8,500	8,500		8,500	0%
10-29-6800	10-45-5725	Employee Training	Training	6,000	6,000	1,011	4,989	17%
10-29-6850	10-45-5155	Uniforms	Uniform	17,000	17,000	552	16,448	3%
10-29-6900	10-45-5315	Vehicle Maintenance	Vehicle Cleaning	1,500	1,500		1,500	0%
10-29-6903	10-45-5240	Fuel	Vehicle Fuel	45,000	45,000	2,975	42,025	7%
10-29-6904	10-45-5315	Vehicle Maintenance	Vehicle Mtn.	30,000	30,000	853	29,147	3%
10-29-7025	10-45-5210	Electricity	Electricity	12,000	12,000	613	11,387	5%
10-29-7027	10-45-5200	Phone, Internet	Telephone	6,500	6,500	564	5,936	9%
10-29-7028	10-45-5230	Water	Water	1,000	1,000	48	952	5%
10-45-6017	10-45-5195	Tools & Equipment - not capitalized	Body Cams and video storage	15,000	15,000		15,000	0%
10-50-8305	10-45-5465	Insurance - Law Enforcement Liability	Law Enforcement Liability	10,492	10,492	10,282	210	98%
			<b>Total Police Operations</b>	<b>2,066,482</b>	<b>2,066,482</b>	<b>153,865</b>	<b>1,912,617</b>	<b>7%</b>
			<b>Police Capital Outlay</b>					
10-29-7509	10-45-9102	Remodel	Police remodel	3,000	3,000		3,000	0%
10-29-7515	10-45-9220	Vehicle	Police Vehicles Total	-	-		-	#DIV/0!
			<b>Total Police Capital Outlay</b>	<b>3,000</b>	<b>3,000</b>	<b>-</b>	<b>3,000</b>	<b>0%</b>
			<b>Total Police Services</b>	<b>2,069,482</b>	<b>2,069,482</b>	<b>153,865</b>	<b>1,915,617</b>	<b>7%</b>
<b>Public Works Services</b>								
10-40-5000	10-80-5000	Salaries & Wages	Payroll	291,370	291,370	18,769	272,601	6%
10-40-5015	10-80-5025	Health Insurance	Health Insurance	48,360	48,360	3,318	45,042	7%
10-40-8501	10-80-5030	Payroll Taxes	FICA & Medicare	22,290	22,290	1,435	20,855	6%
10-40-8502	10-80-5035	Retirement	Retirement	53,903	53,903	2,940	50,963	5%
new	10-80-5045	Workers Comp	new	17,686	17,686	4	17,682	0%
10-40-8503	10-80-5040	TWC	TWC	2,273	2,273		2,273	0%
10-40-5999	10-80-5195	Tools & Equipment - not capitalized	Computer & Equip	1,000	1,000	20	980	2%
10-40-6022	10-80-5200	Phone, Internet	Cell Phone	2,400	2,400	297	2,103	12%
10-40-6024	10-80-5720	Employee Travel	Meals & Travel	1,000	1,000		1,000	0%
10-40-6025	10-80-5102	MS-4 Educational Supplies	MS4 Supplies	1,000	1,000		1,000	0%
10-40-6026	10-80-5100	Office Supplies	PW Office Supplies	500	500	12	488	2%
10-40-6027	10-80-5100	Office Supplies	Postage	75	75		75	0%
10-50-8405	10-80-5415	Engineer	City Engineer	-	-	6,980	(6,980)	#DIV/0!
10-40-6104	10-80-5565	Code Enforcement Services	Code Enforcement	10,000	10,000		10,000	0%
10-40-6105	10-80-5570	Inspection Services	Food Service Inspector	7,000	7,000		7,000	0%
10-40-6145	10-80-5530	Medical Services	Medical Services	1,000	1,000	45	955	5%
new	10-80-5305	Building Maintenance	new	-	-		-	#DIV/0!
10-40-6155	10-80-5310	Grounds Maintenance	Grounds Mtn	18,000	18,000	1,729	16,271	10%
10-40-6156	10-80-5325	Equipment Maintenance	Heavy Equipment Maintenance	10,000	10,000	243	9,757	2%
10-40-6550	10-80-5340	Sign Maintenance	Signage	11,600	11,600		11,600	0%
10-40-6700	10-80-5395	Septic System Maintenance	State OSSF Fees	300	300		300	0%
10-40-6701	10-80-5211	Electricity - Street Lights	Street Lights	90,000	90,000	5,848	84,152	6%
10-40-6703	10-80-5335	Streets/Sidewalks Maintenance	Street Repair/Maintenance	30,000	30,000	825	29,175	3%
10-50-8414	10-80-5355	Drainage Maintenance	Drainage / Prelim Eng	-	-		-	#DIV/0!
10-40-6749	10-80-5385	Mosquito Control	Mosquito Spraying	12,000	12,000	2,220	9,780	19%
10-40-6750	10-80-5195	Tools & Equipment - not capitalized	Tools	5,000	5,000		5,000	0%
10-40-6751	10-80-5125	Operating Supplies	Operational Supplies	4,500	4,500	111	4,389	2%
10-40-6800	10-80-5725	Employee Training	Training	3,500	3,500		3,500	0%
10-40-6850	10-80-5155	Uniforms	Uniform	5,000	5,000	623	4,377	12%
10-40-6905	10-80-5240	Fuel	Vehicle Fuel	14,000	14,000	745	13,255	5%
10-40-6906	10-80-5315	Vehicle Maintenance	Vehicle Maintenance	7,000	7,000	283	6,717	4%
10-40-7004	10-80-5230	Water	Water	1,000	1,000	39	961	4%
10-40-7512		Vehicles	Lightbars	6,000	-		-	#DIV/0!
			<b>Total Public Works Operations</b>	<b>677,757</b>	<b>671,757</b>	<b>46,483</b>	<b>625,274</b>	<b>7%</b>
			<b>Public Works Capital Outlay</b>					
10-40-6352	10-80-9222	Heavy Equipment	PW Heavy Equip	150,000	150,000		150,000	0%
10-40-6910	10-80-9220	Vehicle	Lightbars	-	6,000		6,000	0%
10-40-7511	10-80-9221	Equipment	Mower	18,000	18,000		18,000	0%
10-40-8023	10-80-9401	CIP Prep & Admin	CIP Prep & Admin	2,000	2,000		2,000	0%
			<b>Total Capital Outlay</b>	<b>170,000</b>	<b>176,000</b>	<b>-</b>	<b>176,000</b>	<b>0%</b>
			<b>Total Public Works Services</b>	<b>847,757</b>	<b>847,757</b>	<b>46,483</b>	<b>801,274</b>	<b>5%</b>
<b>Facilities - Multi-Department</b>								
10-40-6907	10-80-9401	Building Maintenance	Bldg Mtn - PW	2,500	2,500		2,500	0%

**CITY OF LAVON**  
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			OLD COA	NEW COA				
<b>GENERAL FUND</b>			<b>ADOPTED 2022-23</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% of BUDGET</b>	
10-40-8116	10-80-5305	Building Maintenance	Demolition - Forder	20,000	20,000		20,000	0%
10-50-8011	10-15-5100	Office Supplies SPLIT	Copier Service Contract	8,000	8,000	735	7,265	9%
10-50-8012	10-15-5601	Office Equipment Leases	Postage Service Contract	6,000	6,000	465	5,535	8%
10-50-8100	10-15-5305	Building Maintenance	Bldg Mtnc - City Hall	35,000	35,000	18	34,982	0%
10-50-8101	10-15-5305	Building Maintenance	Bldg Mtnc - PD/FD	7,500	7,500		7,500	0%
10-50-8151	10-65-5310	Grounds Maintenance	Parks Improvements	27,500	27,500	705	26,795	3%
			<b>Total Facilities</b>	<b>106,500</b>	<b>106,500</b>	<b>1,923</b>	<b>104,577</b>	<b>2%</b>
<b>Insurance</b>								
10-50-8300	10-15-5475	Insurance - Vehicles & Equipment	Auto Liability	6,866	6,866		6,866	0%
10-50-8301	10-15-5475	Insurance - Vehicles & Equipment	Auto Phys. Damage	6,486	6,486		6,486	0%
10-50-8302	10-15-5460	Insurance - Management Liability	Errors & Omissions	2,148	2,148	3,054	(906)	142%
10-50-8303	10-15-5460	Insurance - Management Liability	General Liability	969	969		969	0%
10-50-8306	10-15-5475	Insurance - Vehicles & Equipment	Mobile Equipment	696	696	13,767	(13,071)	1978%
10-50-8307	10-15-5470	Insurance - Facilities	Real & Personal Property	15,362	15,362	15,055	307	98%
10-50-8308	10-10-5045	Workers Comp	Workers Compensation	-	-		-	#DIV/0!
			<b>Total Insurance</b>	<b>32,527</b>	<b>32,527</b>	<b>31,876</b>	<b>651</b>	<b>98%</b>
<b>Outsourcing</b>								
10-40-6051	10-75-5570	Inspector Services	Building Inspection & Plan Review	245,000	245,000	32,424	212,576	13%
10-50-8400	10-55-5536	Ambulance Service	Ambulance Service	45,635	45,635		45,635	0%
10-50-8401	10-45-5552	Animal Control Service	Animal Control	6,250	6,250		6,250	0%
10-50-8402	10-10-5410	Auditor	Auditor	16,000	16,000		16,000	0%
10-50-8403	10-10-5430	Central Appraisal District	Central Appr District	19,741	19,741		19,741	0%
10-50-8404	10-10-5401	Attorney	City Attorney	45,000	45,000		45,000	0%
10-50-8405	10-80-5415	Engineer	City Engineer	34,500	34,500		34,500	0%
10-50-8406	10-15-5460	Insurance - Management Liability	Fidelity Bonding	200	200		200	0%
10-50-8407	10-15-5525	Technology Services Contract	Information Tech	40,000	40,000		40,000	0%
10-50-8408	10-10-5425	Tax Assessor/Collector	Tax Assessor/Collector	2,500	2,500		2,500	0%
10-50-8410	10-10-5100	Office Supplies	Shredding Services	2,000	2,000		2,000	0%
10-50-8411	10-80-5415	Engineer	MS4 Execution	7,500	7,500		7,500	0%
10-50-8412	10-15-5440	Professional Services - Other	Consulting/Prof Serv	67,500	67,500	7,895	59,605	12%
10-50-8413	10-10-5440	Professional Services - Other	Codification	4,000	4,000		4,000	0%
10-50-8414	10-80-5355	Drainage Maintenance	Drainage / Prelim Eng	30,000	30,000		30,000	0%
10-50-8417	10-80-5570	Inspector Services	Infrastructure Inspection	80,000	80,000		80,000	0%
10-50-8418	10-55-5547	Fire Marshal Contract	Fire Inspection Services	4,500	4,500		4,500	0%
			<b>Total Outsourcing</b>	<b>650,326</b>	<b>650,326</b>	<b>40,319</b>	<b>610,007</b>	<b>6%</b>
			<b>Total General Fund Expenditures</b>	<b>5,885,618</b>	<b>5,885,618</b>	<b>434,474</b>	<b>5,451,143</b>	<b>7%</b>
<b>ENDING RESOURCES (Net)</b>								
				1,567,842	1,567,842	2,149,184	-	
				27%	27%	495%		
				1,471,404	1,471,404	108,619		
				96,438	96,438	2,040,566		

**CITY OF LAVON**  
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DEBT SERVICE (I&S) FUND	OLD COA	NEW COA	YTD	REMAINING BUDGET	% OF BUDGET	
	ADOPTED 2022-23	ADOPTED/ AMENDED 2022-23				
Beginning Resources	84,922	84,922	84,922	-	100%	
<b>REVENUE</b>						
10-00-4375 50-00-4005 Property Taxes - I&S	Property Tax	1,108,601	1,108,601	10,666	1,097,936	1%
10-00-4376 50-00-4005 Property Taxes - I&S	Penalty & Interest	-	-	-	-	#DIV/0!
10-00-4377 50-00-4005 Property Taxes - I&S	Ad Valorem Delinquent Taxes	-	-	-	-	#DIV/0!
new 50-00-4517 Interest - IB I&S	new			1,095	(1,095)	#DIV/0!
10-00-4907 50-00-4801 Transfer from Utility Fund - I&S	Utility Fund Contrib to I&S (Ser 18, 20)	75,000	75,000		75,000	0%
<b>Total Revenues</b>		<b>1,183,601</b>	<b>1,183,601</b>	<b>11,760</b>	<b>1,171,841</b>	
<b>EXPENDITURES</b>						
10-00-8654 50-10-5820 2020 GO Ref Bonds Principal	2020 GO Ref Bonds (2018) Principal	470,000	470,000	-	470,000	0%
10-00-8655 50-10-5821 2020 GO Ref Bonds Interest	2020 GO Ref Bonds (2018) Interest	24,100	24,100	-	24,100	0%
10-00-8656 50-10-5821 2020 CO Principal	2020 CO Principal	105,000	105,000	-	105,000	0%
10-00-8657 50-10-5822 2020 CO Interest	2020 CO Interest	488,550	488,550	-	488,550	0%
10-00-8658 50-10-5790 Debt Administration	Miscellaneous Expenditures	15,000	15,000	-	15,000	0%
10-48-8512 50-55-5690 2013 Spart Fire Truck Lease	Fire Truck Principal & Interest	22,501	22,501	-	22,501	0%
<b>Total Expenditures</b>		<b>1,125,151</b>	<b>1,125,151</b>	<b>-</b>	<b>1,125,151</b>	
Ending Resources		143,372	143,372	96,682		

**CITY OF LAVON**  
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STREET FUND Maintenance/Construction		OLD COA	NEW COA	YTD	REMAINING BUDGET	% OF BUDGET
		ADOPTED 2022-23	ADOPTED/ AMENDED 2022-23			
<b>Funded by Street Maintenance Sales Tax</b>						
Beginning Resources		481,240	481,240	481,240	-	100%
		<b>Street Repair Fund Revenue</b>				
17-00-4204	17-00-4041 Sales Tax - Dedicated Streets	Street Maint Sales Tax	250,000	250,000	25,746	224,254 10%
		<b>Total Street Repair Fund Revenue</b>	250,000	250,000	25,746	224,254
		<b>Street Repair Fund Expenditure</b>				
10-40-8483	17-80-5335 Street Maintenance	Street Project Maint	450,000	450,000	-	450,000 0%
		<b>Total Street Repair Expenditure</b>	450,000	450,000	-	450,000
Ending Resources		281,240	281,240	506,986		
<b>Funded by Capital Recovery Fees for CR 483</b>						
Beginning Resources		400,570	400,570	400,570	-	100%
		<b>Street Repair Revenue</b>				
10-40-4615	23-80-4210 Capital Recovery Fees - Lavon Farms	Lavon Farms CRF	2,864	2,864	-	2,864 0%
10-00-4323	31-80-4210 Annexation Fees - Trails of Lavon	new			-	- NA
10-00-4862	32-80-4210 Annexation Fees - Elevon	new			-	- NA
		<b>Total Street Repair Revenue</b>	2,864	2,864	-	2,864
		<b>Street Repair Fund Expenditure</b>				
10-40-4616	23-80-5336 Street Maint - Lavon Farms Regional	CR 483 Maintenance	199,634	199,634	-	199,634 0%
not setup	not setup	Other Projects	150,000	150,000	-	150,000 0%
		<b>Total Street Repair Expenditure</b>	349,634	349,634	-	349,634
Ending Resources		53,800	53,800	400,570		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
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				OLD COA	NEW COA			
<b>UTILITY FUND</b>				<b>ADOPTED 2022-23</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
Beginning Resources/Transfer in for Expansion/Maintenance				1,704,945	6,305,158	2,730,158	3,575,000	43%
<b>UTILITY FUND REVENUE</b>								
<b>Administration</b>								
20-00-4004	<b>20-00-4202</b>	<b>Administration Fee</b>	Admin Fee	25,000	25,000	2,650	22,350	11%
20-00-4121	<b>20-00-4520</b>	<b>Interest - IB Utility</b>	Interest	12,500	12,500		12,500	0%
22-00-4125	<b>20-00-4521</b>	<b>Interest - IB Sewer Tap</b>	Interest	-	500	1,214	(714)	243%
20-00-4122	<b>20-85-4299</b>	<b>Late Fees</b>	Late Fees	12,500	12,500	3,376	9,124	27%
	<b>20-10-4130</b>	<b>Facility Rental</b>		-	-	100	(100)	#DIV/0!
	<b>20-10-4240</b>	<b>Police - Fines/Fees</b>		-	-	1,617	(1,617)	#DIV/0!
	<b>Total Administration</b>			50,000	50,500	8,956	41,544	18%
<b>Solid Waste</b>								
20-21-4119	<b>20-86-4115</b>	<b>Solid Waste Income</b>	Solid Waste Income	736,200	736,200	69,834	666,366	9%
new	<b>20-86-4115</b>	<b>Solid Waste Income</b>	new					#DIV/0!
	<b>Total Solid Waste</b>			736,200	736,200	69,834	666,366	9%
<b>Sanitary Sewer</b>								
20-00-4120	<b>20-85-4110</b>	<b>Sewer Charges</b>	San Sewer Income	1,093,920	1,093,920	100,486	993,434	9%
new	<b>20-85-4110</b>	<b>Sewer Charges</b>	new				-	#DIV/0!
new	<b>20-85-4202</b>	<b>Administration Fee</b>	new				-	#DIV/0!
new	<b>20-85-4230</b>	<b>Sewer Tap Fee</b>	new		900,000	405,300	494,700	45%
new	<b>20-85-4231</b>	<b>Bear Creek Trunk</b>	new		35,000		35,000	0%
new	<b>20-85-4299</b>	<b>Late Fees</b>	new				-	#DIV/0!
new	<b>20-85-4330</b>	<b>Online Permit Pmts</b>	new			185	(185)	#DIV/0!
new	<b>20-85-4650</b>	<b>Developer Contrib</b>	new				-	#DIV/0!
	<b>Total Sanitary Sewer</b>			1,093,920	2,028,920	505,971	1,522,949	25%
	<b>Total Revenue</b>			1,880,120	2,815,620	584,761	2,230,859	21%
<b>UTILITY FUND EXPENDITURES</b>								
<b>Solid Waste</b>								
20-00-5255	<b>20-86-5104</b>	<b>Billing Supplies</b>	Utility Billing Cost	3,000	3,000	283	2,717	9%
20-21-6400	<b>20-86-5100</b>	<b>Office Supplies</b>	Postal Fees	8,500	8,500	1,000	7,500	12%
20-21-6990	<b>20-86-5515</b>	<b>Credit Card Contract</b>	Credit Card Fees	3,500	3,500	133	3,367	4%
20-21-7015	<b>20-86-5785</b>	<b>Sales Tax</b>	Sales Tax	48,000	48,000	4,907	43,093	10%
20-21-7016	<b>20-86-5520</b>	<b>SAAS Contracts</b>	Utility Billing Software	3,500	3,500		3,500	0%
20-21-7018	<b>20-86-5190</b>	<b>Office Furniture &amp; Equipment</b>	Office Equipment	500	500		500	0%
20-21-7020	<b>20-86-5595</b>	<b>Solid Waste Contract</b>	Solid Waste Contract	650,000	650,000	50,127	599,873	8%
20-21-9010	<b>20-86-5802</b>	<b>Transfer to General Fund</b>	Gen Fund Transfer Admin	144,000	144,000		144,000	0%
	<b>Total Solid Waste</b>			861,000	861,000	56,451	804,549	7%
<b>Sanitary Sewer</b>								
20-34-5614	<b>20-85-5804</b>	<b>Transfer to Debt Service</b>	Transfer to I&S	75,000	75,000		75,000	0%
20-34-9010	<b>20-85-5801</b>	<b>Transfer to General Fund</b>	Gen Fund Transfer Admin	108,000	108,000		108,000	0%
22-34-5614	<b>20-85-5801</b>	<b>Transfer to General Fund</b>	Transfer to GF for I&S	-	500,000			
22-34-7000	<b>20-85-5210</b>	<b>Electricity</b>	Electric	-	64,000	5,519	58,481	9%
22-34-5605	<b>20-85-5390</b>	<b>Sewer System Maintenance</b>	General Maint & Equip	-	40,000	1,640	38,360	4%
22-34-5610	<b>20-85-5590</b>	<b>NTMWD O&amp;M Contract</b>	NTMWD - WWTP Ops	-	540,000	97,916	442,084	18%
22-34-7950	<b>20-85-4231</b>	<b>Bear Creek Trunk Recovery Fee</b>	Developer Reimb	-	20,000		20,000	0%
new	<b>20-85-9422</b>	<b>Eleven WWTP Construction</b>	new	-	-		-	#DIV/0!
22-34-5609	<b>20-85-9423</b>	<b>Sewer System Improvements</b>	new	-	275,000		275,000	0%
22-34-5612	<b>not set up</b>	<b>WWTP Ph 3 Expansion</b>	WWTP Ph 3 Expansion	-	300,000	-	300,000	NA
22-34-5608	<b>not set up</b>	<b>Lavon-North WWTP Construction</b>	Lavon-North WWTP Constr	-	3,000,000		3,000,000	0.00%

**CITY OF LAVON**  
REVENUE AND EXPENSE REPORT  
AS OF SEPTEMBER 30, 2022

<b>Total Sanitary Sewer</b>	183,000	4,922,000	105,075	4,816,925	2%
<b>Total Expenditure</b>	1,044,000	5,783,000	161,526	5,621,474	3%
Ending Resources	2,541,065	3,337,778	3,153,393		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

SEWER TAP FUND		OLD COA	NEW COA	YTD	REMAINING BUDGET	% OF BUDGET
		ADOPTED 2022-23	ADOPTED/ AMENDED 2022-23			
<b>Beginning Resources</b>		1,025,213	-	-	-	NA
	Transfer In for Expansion/Maint	3,575,000	-	-	-	NA
<b>SEWER TAP FUND REVENUE</b>						
22-00-4123	<b>20-85-4230 Sewer Tap Fee</b>	Sewer Tap Fees	900,000	-	-	NA
22-00-4125	<b>20-00-4521 Interest - IB Sewer Tap</b>	Interest	500	-	-	NA
22-34-4877	<b>20-85-4231 Bear Creek Trunk Recovery Fee</b>	Bear Creek Trunk Cap Recovery	35,000	-	-	NA
<b>Total Sewer Tap Fund Revenue</b>			935,500	-	-	NA
<b>SEWER TAP FUND EXPENDITURES</b>						
22-34-5605	<b>20-85-5390 Sewer System Maintenance</b>	General Maint & Equip	40,000	-	-	NA
22-34-5608	<b>not set up not set up</b>	Lavon-North WWTP Construction	3,000,000	-	-	NA
22-34-5608	<b>20-85-9422 Elevon WWTP</b>	Elevon WWTP Construction	-	-	-	NA
22-34-5609	<b>20-85-9423 Sewer System Improvements</b>	System Expansion/Improvement	275,000	-	-	NA
22-34-5610	<b>20-85-5590 NTMWD</b>	NTMWD - WWTP Operation	540,000	-	-	NA
22-34-5612	<b>not set up not set up</b>	WWTP Ph 3 Expansion	300,000	-	-	NA
22-34-5614	<b>20-85-5804 Transfer to Debt Service</b>	Transfer to GF for I&S	500,000	-	-	NA
22-34-7000	<b>20-85-5210 Electricity</b>	Electric	64,000	-	-	NA
22-34-7950	<b>20-85-4231 Bear Creek Trunk Recovery Fee</b>	Developer Reimbursement	20,000	-	-	NA
<b>Total Sewer Tap Fund Expenditures</b>			4,739,000	-	-	NA

# City of Lavon

## Monthly Financial Report

### As of 10/31/22

	(New COA) Budget	YTD	Remaining	% Budget
<b>General Fund</b>				
Other Funding	2,393,227	2,393,227		
Revenue	5,060,233	190,431	4,869,802	3.76%
Expenses	5,885,618	434,474	5,451,143	7.38%
Ending Resources	1,567,842	2,149,184		
<b>Interest &amp; Sinking</b>				
Beginning Resources	84,922	84,922		
Revenue	1,183,601	11,760	1,171,841	0.99%
Expenses	1,125,151	-	1,125,151	0.00%
Ending Resources	143,372	96,682		
<b>Streets - Tax Funded</b>				
Beginning Resources	481,240	481,240		
Revenue	250,000	25,746	224,254	10.30%
Expenses	450,000	-	450,000	0.00%
Ending Resources	281,240	506,986		
<b>Streets - Fee Funded</b>				
Beginning Resources	400,570	400,570		
Revenue	2,864	-	2,864	0.00%
Expenses	349,634	-	349,634	0.00%
Ending Resources	53,800	400,570		
<b>Utilities</b>				
Beginning Resources	6,305,158	2,730,158		
Revenue	2,815,620	584,761	2,230,859	20.77%
Expenses	5,783,000	161,526	5,621,474	2.79%
Ending Resources	3,337,778	3,153,393		
<b>Total Beginning Resources</b>	<b>9,665,117</b>	<b>6,090,117</b>		
<b>Total Revenues</b>	<b>9,312,318</b>	<b>812,698</b>	<b>8,499,620</b>	<b>8.73%</b>
<b>Total Expenses</b>	<b>13,593,403</b>	<b>596,000</b>	<b>12,997,403</b>	<b>4.38%</b>
<b>Total End Resources</b>	<b>5,384,032</b>	<b>6,306,815</b>		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
<b>ESTIMATED BEGINNING RESOURCES</b>					
	Estimated Beginning Resources	2,318,227	2,318,227	-	100.00%
	Bond Proceeds for Professional Serv	75,000	75,000	-	100.00%
<b>REVENUES</b>					
<b>Taxes</b>					
10-00-4001	Property Taxes	1,830,233	17,202	1,813,031	0.94%
10-00-4040	Sales & Use Tax	500,000	51,491	448,509	10.30%
10-00-4045	Mixed Beverage Sales Tax	-		-	#DIV/0!
10-00-4060	Franchise Fees	185,000	6	184,994	0.00%
	<b>Total Taxes</b>	2,515,233	68,699	2,446,534	2.73%
<b>Transfers In</b>					
10-00-4801	Transfer from Utility Fund - Sewer	608,000		608,000	0.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000		144,000	0.00%
	<b>Total Transfers</b>	752,000	-	752,000	0.00%
<b>Other General Government</b>					
10-00-4500	Interest Income	-	2,969	(2,969)	#DIV/0!
10-00-4690	Sale of Property	500		500	0.00%
	<b>Total Other General Government</b>	500	2,969	(2,469)	593.76%
<b>Administration</b>					
10-10-4101	PID Administrative Services	33,000		33,000	0.00%
10-10-4405	Building Rent - LEDC	6,000	6,000	-	100.00%
	<b>Total Administration</b>	39,000	6,000	33,000	15.38%
<b>Municipal Court</b>					
10-25-4215	Court Fees	2,000	250	1,750	12.50%
	<b>Total Municipal Court</b>	2,000	250	1,750	12.50%
<b>Police Department</b>					
10-45-4240	Police - Fines/Fees	50,000	3,813	46,187	7.63%
10-45-4245	Police - Warrant Fees/Fines	5,000	38	4,962	0.76%
	<b>Total Police Department</b>	55,000	3,850	51,150	7.00%
<b>Fire Department</b>					
10-55-4160	Fire Service Contract	24,000		24,000	0.00%
10-55-4650	Developer Contributions	-		-	#DIV/0!
	<b>Total Fire Department</b>	24,000	-	24,000	0.00%
<b>Parks &amp; Rec Department</b>					
10-65-4130	Facility Rental	1,500		1,500	0.00%
	<b>Total Parks &amp; Rec Department</b>	1,500	-	1,500	0.00%
<b>Development Services</b>					
10-75-4305	General Permits	210,000	11,157	198,844	5.31%
10-75-4310	Land Use Application Fees	80,000		80,000	0.00%
10-75-4315	New Building Permits	850,000	97,656	752,344	11.49%
10-75-4325	Food Service Inspection Permits	5,500	(150)	5,650	-2.73%
10-75-4350	OSSF Permits	500		500	0.00%
10-75-4355	Infrastructure Inspection Fees	525,000		525,000	0.00%
	<b>Total Development Services</b>	1,671,000	108,663	1,562,337	6.50%
<b>Total General Fund Revenues</b>		5,060,233	190,431	4,869,802	3.76%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
<b>Total Source of Funds</b>		7,453,460	2,583,658	4,869,802	34.66%
<b>EXPENDITURES</b>					
<b>Administration Services</b>					
10-10-5000	Salaries & Wages	397,925	27,622	370,303	7%
10-10-5025	Health Insurance	49,500	3,076	46,424	6%
10-10-5030	Payroll Taxes	30,441	2,100	28,341	7%
10-10-5035	Retirement	73,616	4,922	68,694	7%
10-10-5040	TWC	1,300	2	1,298	0%
10-10-5045	Workers Comp	1,631	33,820	(32,189)	2074%
10-10-5100	Office Supplies	8,500	413	8,087	5%
10-10-5101	Council Supplies	1,500	169	1,331	11%
10-10-5107	Community Event Supplies	7,500	3,811	3,689	51%
10-10-5190	Office Furniture & Equipment - not cap	6,000		6,000	0%
10-10-5200	Phone, Internet	4,500	41	4,459	1%
10-10-5210	Electricity	8,500	654	7,846	8%
10-10-5220	Natural Gas	7,500	71	7,429	1%
10-10-5230	Water	1,000	54	946	5%
10-10-5401	Attorney	45,000	3,400	41,601	8%
10-10-5410	Auditor	16,000		16,000	0%
10-10-5425	Tax Assessor/Collector	2,500		2,500	0%
10-10-5430	Central Appraisal District	19,741		19,741	0%
10-10-5440	Professional Services - Other	5,000		5,000	0%
10-10-5510	Advertising	18,000	958	17,042	5%
10-10-5520	SAAS Contracts (software/app service)	25,000	32	24,968	0%
10-10-5540	Cleaning Service	7,500	500	7,000	7%
10-10-5545	Election Services	8,000		8,000	0%
10-10-5560	Contract Labor	1,000		1,000	0%
10-10-5589	Sales Tax Incentive Rebate	45,000		45,000	0%
10-10-5700	Dues & Fees	6,000	576	5,424	10%
10-10-5720	Employee Travel	2,500	1,868	632	75%
10-10-5725	Employee Training	8,500	400	8,100	5%
10-10-5730	Staff Development	3,500		3,500	0%
	<b>Total Administration Operations</b>	812,654	84,490	728,164	10%
<b>Admin Capital Outlay</b>					
10-10-9103	Improvements	5,000		5,000	0%
	<b>Total Admin Capital Outlay</b>	5,000	-	5,000	0%
	<b>Total Admin Services</b>	817,654	84,490	733,164	10%
<b>Non-Departmental</b>					
10-15-5100	Office Supplies	8,000	735	7,265	9%
10-15-5305	Building Maintenance	42,500	18	42,482	0%
10-15-5440	Professional Services - Other	67,500	7,895	59,605	12%
10-15-5460	Insurance - Management Liability	3,317	3,054	263	92%
10-15-5470	Insurance - Facilities	15,362	15,055	307	98%
10-15-5475	Insurance - Vehicles & Equipment	14,048	13,767	281	98%
10-15-5525	Technology Services Contract	40,000		40,000	0%
10-15-5601	Office Equipment Leases	6,000	465	5,535	8%
	<b>Total Non-Departmental</b>	196,727	40,989	155,738	21%
<b>Municipal Court Services</b>					

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-25-5000	Salaries & Wages	63,227	4,787	58,440	8%
10-25-5025	Health Insurance	9,900	750	9,150	8%
10-25-5030	Payroll Taxes	4,837	366	4,471	8%
10-25-5035	Retirement	11,697	705	10,992	6%
10-25-5040	TWC	450	1	449	0%
10-25-5045	Workers Comp	259	-	259	0%
10-25-5100	Office Supplies	2,000	123	1,877	6%
10-25-5402	Judge	12,000	375	11,625	3%
10-25-5403	Prosecutor	-	638	(638)	#DIV/0!
10-25-5515	Credit Card Contract	1,000		1,000	0%
10-25-5546	Jury Service	250		250	0%
10-25-5725	Employee Training	1,000		1,000	0%
	<b>Total Municipal Court</b>	106,620	7,744	98,876	7%
<b>Police Services</b>					
10-45-5000	Salaries & Wages	1,149,800	67,049	1,082,751	6%
10-45-5025	Health Insurance	154,752	9,080	145,672	6%
10-45-5030	Payroll Taxes	87,960	5,059	82,901	6%
10-45-5035	Retirement	212,713	11,891	200,822	6%
10-45-5040	TWC	5,000	5	4,995	0%
10-45-5045	Workers Comp	59,907	-	59,907	0%
10-45-5100	Office Supplies	4,750	200	4,550	4%
10-45-5103	Community Policing Supplies	11,000	2,051	8,949	19%
10-45-5105	Child Abuse Interlocal - Supplies	1,500		1,500	0%
10-45-5125	Operating Supplies	8,500		8,500	0%
10-45-5155	Uniforms	17,000	552	16,448	3%
10-45-5160	Personal Protection Equipment	7,500		7,500	0%
10-45-5190	Office Furniture & Equipment - not cap	13,000		13,000	0%
10-45-5195	Tools & Equipment - not capitalized	48,900	1,102	47,798	2%
10-45-5200	Phone, Internet	49,500	564	48,936	1%
10-45-5210	Electricity	12,000	613	11,387	5%
10-45-5230	Water	1,000	48	952	5%
10-45-5240	Fuel	45,000	2,975	42,025	7%
10-45-5315	Vehicle Maintenance	31,500	853	30,647	3%
10-45-5325	Equipment Maintenance	5,000		5,000	0%
10-45-5465	Insurance - Law Enforcement Liability	10,492	10,282	210	98%
10-45-5520	SAAS Contracts (software/app service)	27,500	18,989	8,511	69%
10-45-5530	Medical Services	1,500		1,500	0%
10-45-5540	Cleaning Service	7,000	497	6,503	7%
10-45-5548	Dispatch Service	73,708	17,698	56,010	24%
10-45-5551	Inmate Boarding Contract	12,000	1,625	10,375	14%
10-45-5552	Animal Control Service	6,250	1,563	4,688	25%
10-45-5700	Dues & Fees	1,000		1,000	0%
10-45-5720	Employee Travel	1,000	159	841	16%
10-45-5725	Employee Training	6,000	1,011	4,989	17%
	<b>Total Police Operations</b>	2,072,732	153,865	1,918,867	7%
	<b>Police Capital Outlay</b>				
10-45-9102	Remodel	3,000		3,000	0%
	<b>Total Police Capital Outlay</b>	3,000	-	3,000	0%
	<b>Total Police Services</b>	2,075,732	153,865	1,921,867	7%
<b>Fire Services</b>					

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-55-5000	Salaries & Wages	556,210	21,188	535,022	4%
10-55-5025	Health Insurance	77,376	3,004	74,372	4%
10-55-5030	Payroll Taxes	42,550	1,580	40,970	4%
10-55-5035	Retirement	102,899	3,776	99,123	4%
10-55-5040	TWC	1,500	-	1,500	0%
10-55-5045	Workers Comp	37,683		37,683	0%
10-55-5100	Office Supplies	3,875	72	3,803	2%
10-55-5125	Operating Supplies	10,000	298	9,702	3%
10-55-5155	Uniforms	12,500	194	12,306	2%
10-55-5160	Personal Protection Equipment	20,000	11,274	8,726	56%
10-55-5195	Tools & Equipment - not capitalized	31,000	100	30,900	0%
10-55-5200	Phone, Internet	19,500	270	19,230	1%
10-55-5210	Electricity	15,000	530	14,470	4%
10-55-5220	Natural Gas	3,000	69	2,931	2%
10-55-5230	Water	3,500	69	3,431	2%
10-55-5240	Fuel	20,000	1,454	18,546	7%
10-55-5316	Apparatus Maintenance	42,500	489	42,011	1%
10-55-5325	Equipment Maintenance	5,000	450	4,550	9%
10-55-5330	Storm Siren O&M	1,500	11	1,490	1%
10-55-5520	SAAS Contracts (software/app service)	20,000	12,914	7,086	65%
10-55-5530	Medical Services	3,000		3,000	0%
10-55-5536	Ambulance Service	45,635	1,470	44,165	3%
10-55-5540	Cleaning Service	3,900	257	3,643	7%
10-55-5547	Fire Marshal Contract	4,500	709	3,791	16%
10-55-5549	Fire Alarm Monitoring Service	1,000		1,000	0%
10-55-5560	Contract Labor	80,000	6,350	73,650	8%
10-55-5700	Dues & Fees	5,500	570	4,930	10%
10-55-5720	Employee Travel	10,000	516	9,484	5%
	<b>Total Fire Operations</b>	<b>1,179,128</b>	<b>67,614</b>	<b>1,111,514</b>	<b>6%</b>
<b>Fire Capital Outlay</b>					
10-55-9103	Improvements	2,500		2,500	0%
10-55-9104	Furnishings	12,500	160	12,340	1%
10-55-9226	Fire Apparatus	200,000		200,000	0%
	<b>Total Fire Capital Outlay</b>	<b>215,000</b>	<b>160</b>	<b>214,840</b>	<b>0%</b>
	<b>Total Fire Services</b>	<b>1,394,128</b>	<b>67,774</b>	<b>1,326,354</b>	<b>5%</b>
<b>Parks &amp; Rec Department</b>					
10-65-5310	Grounds Maintenance	27,500	705	26,795	3%
	<b>Total Parks &amp; Rec Department</b>	<b>27,500</b>	<b>705</b>	<b>26,795</b>	<b>3%</b>
<b>Development Services</b>					
10-75-5570	Inspector Services	245,000	32,424	212,576	13%
	<b>Total Development Services</b>	<b>245,000</b>	<b>32,424</b>	<b>212,576</b>	<b>13%</b>
<b>Public Works Services</b>					
10-80-5000	Salaries & Wages	291,370	18,769	272,601	6%
10-80-5025	Health Insurance	48,360	3,318	45,042	7%
10-80-5030	Payroll Taxes	22,290	1,435	20,855	6%
10-80-5035	Retirement	53,903	2,940	50,963	5%
10-80-5040	TWC	2,273		2,273	0%
10-80-5045	Workers Comp	17,686	4	17,682	0%
10-80-5100	Office Supplies	575	12	563	2%
10-80-5102	MS-4 Educational Supplies	1,000		1,000	0%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

		NEW COA			
General Fund		ADOPTED/ AMENDED 2022-23	YTD	REMAINING BUDGET	% of BUDGET
10-80-5125	Operating Supplies	4,500	111	4,389	2%
10-80-5155	Uniforms	5,000	623	4,377	12%
10-80-5195	Tools & Equipment - not capitalized	6,000	20	5,980	0%
10-80-5200	Phone, Internet	2,400	297	2,103	12%
10-80-5211	Electricity - Street Lights	90,000	5,848	84,152	6%
10-80-5230	Water	1,000	39	961	4%
10-80-5240	Fuel	14,000	745	13,255	5%
10-80-5305	Building Maintenance	20,000		20,000	0%
10-80-5310	Grounds Maintenance	18,000	1,729	16,271	10%
10-80-5315	Vehicle Maintenance	7,000	283	6,717	4%
10-80-5325	Equipment Maintenance	10,000	243	9,757	2%
10-80-5335	Streets/Sidewalks Maintenance	30,000	825	29,175	3%
10-80-5340	Sign Maintenance	11,600		11,600	0%
10-80-5355	Drainage Maintenance	30,000		30,000	0%
10-80-5385	Mosquito Control	12,000	2,220	9,780	19%
10-80-5395	Septic System Maintenance	300		300	0%
10-80-5415	Engineer	42,000	6,980	35,020	17%
10-80-5530	Medical Services	1,000	45	955	5%
10-80-5565	Code Enforcement Services	10,000		10,000	0%
10-80-5570	Inspection Services	87,000		87,000	0%
10-80-5720	Employee Travel	1,000		1,000	0%
10-80-5725	Employee Training	3,500		3,500	0%
10-80-9401	Building Maintenance	2,500		2,500	0%
	<b>Total Public Works Operations</b>	<b>846,257</b>	<b>46,483</b>	<b>799,774</b>	<b>5%</b>
	<b>Public Works Capital Outlay</b>				
10-80-9220	Vehicle	6,000		6,000	0%
10-80-9221	Equipment	18,000		18,000	0%
10-80-9222	Heavy Equipment	150,000		150,000	0%
10-80-9401	CIP Prep & Admin	2,000		2,000	0%
	<b>Total Capital Outlay</b>	<b>176,000</b>	<b>-</b>	<b>176,000</b>	<b>0%</b>
	<b>Total Public Works Services</b>	<b>1,022,257</b>	<b>46,483</b>	<b>975,774</b>	<b>5%</b>
	<b>Total General Fund Expenditures</b>	<b>5,885,618</b>	<b>434,474</b>	<b>5,451,143</b>	<b>7%</b>
	<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>1,567,842</b>	<b>2,149,184</b>	<b>(581,342)</b>	
		27%	5		
		1,471,404	108,619		
		96,438	2,040,565		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**  
NEW COA

<b>DEBT SERVICE (I&amp;S) FUND</b>	<b>ADOPTED/ AMENDED 2022-23</b>	<b>YTD</b>	<b>REMAINING BUDGET</b>	<b>% OF BUDGET</b>
<b>ESTIMATED BEGINNING RESOURCES</b>	84,922	84,922	-	100%
<b>REVENUE</b>				
50-00-4005 Property Taxes - I&S	1,108,601	10,666	1,097,936	1%
50-00-4517 Interest - IB I&S	-	1,095	(1,095)	#DIV/0!
50-00-4801 Transfer from Utility Fund - I&S	75,000		75,000	0%
<b>Total Revenues</b>	<b>1,183,601</b>	<b>11,760</b>	<b>1,171,841</b>	
<b>EXPENDITURES</b>				
50-10-5790 Debt Administration	15,000	-	15,000	0%
50-10-5820 2020 GO Ref Bonds Principal	470,000	-	470,000	0%
50-10-5821 2020 GO Ref Bonds Interest	24,100	-	24,100	0%
50-10-5821 2020 CO Principal	105,000	-	105,000	0%
50-10-5822 2020 CO Interest	488,550	-	488,550	0%
50-55-5690 2013 Fire Truck Lease	22,501	-	22,501	0%
<b>Total Expenditures</b>	<b>1,125,151</b>	<b>-</b>	<b>1,125,151</b>	
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>143,372</b>	<b>96,682</b>		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

STREET FUND	Maintenance/Construction	OLD COA	NEW COA	YTD	REMAINING BUDGET	% OF BUDGET
		ADOPTED 2022-23	ADOPTED/ AMENDED 2022-23			
<b>Funded by Street Maintenance Sales Tax</b>						
	<b>ESTIMATED BEGINNING RESOURCES</b>	481,240	481,240	481,240	-	100%
	<b>Street Repair Fund Revenue</b>					
17-00-4041	<b>Sales Tax - Dedicated Streets</b>	250,000	250,000	25,746	224,254	10%
	<b>Total Street Repair Fund Revenue</b>	250,000	250,000	25,746	224,254	
	<b>Street Repair Fund Expenditure</b>					
17-80-5335	<b>Street Maintenance</b>	450,000	450,000	-	450,000	0%
	<b>Total Street Repair Expenditure</b>	450,000	450,000	-	450,000	0%
	<b>ESTIMATED ENDING RESOURCES (Net)</b>	281,240	281,240	506,986		
<b>Funded by Annexation Fees</b>						
	<b>ESTIMATED BEGINNING RESOURCES</b>	400,570	400,570	400,570	-	100%
	<b>Street Repair Revenue</b>					
23-80-4210	<b>Capital Recovery Fees - Lavon Farms</b>	2,864	2,864	-	2,864	0%
31-80-4210	<b>Annexation Fees - Trails of Lavon</b>	-	-	-	-	NA
32-80-4210	<b>Annexation Fees - Elevon</b>	-	-	-	-	NA
	<b>Total Street Repair Revenue</b>	2,864	2,864	-	2,864	
	<b>Street Repair Fund Expenditure</b>					
23-80-5336	<b>Street Maint - Lavon Farms Regional</b>	199,634	199,634	-	199,634	0%
	<b>Other Street Maintenance</b>	150,000	150,000	-	150,000	0%
	<b>Total Street Repair Expenditure</b>	349,634	349,634	-	349,634	
	<b>ESTIMATED ENDING RESOURCES (Net)</b>	53,800	53,800	400,570		

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2022**

UTILITY FUND	NEW COA			
	ADOPTED/ AMENDED/ 2022-23	YTD	REMAINING BUDGET	% OF BUDGET
<b>ESTIMATED BEGINNING RESOURCES/TRANSFERS IN</b>	6,305,158	2,730,158	3,575,000	43%
<b>UTILITY FUND REVENUE</b>				
<b>Administration</b>				
20-00-4202 Administration Fee	25,000	2,650	22,350	11%
20-00-4520 Interest - IB Utility	12,500		12,500	0%
20-00-4521 Interest - IB Sewer Tap	500	1,214	(714)	243%
20-10-4130 Facility Rental	-	100	(100)	#DIV/0!
20-10-4240 Police - Fines/Fees	-	1,617	(1,617)	#DIV/0!
20-85-4299 Late Fees	12,500	3,376	9,124	27%
<b>Total Administration</b>	<b>50,500</b>	<b>8,956</b>	<b>41,544</b>	<b>18%</b>
<b>Solid Waste</b>				
20-86-4115 Solid Waste Income	736,200	69,834	666,366	9%
<b>Total Solid Waste</b>	<b>736,200</b>	<b>69,834</b>	<b>666,366</b>	<b>9%</b>
<b>Sanitary Sewer</b>				
20-85-4110 Sewer Charges	1,093,920	100,486	993,434	9%
20-85-4230 Sewer Tap Fee	900,000	405,300	494,700	45%
20-85-4231 Bear Creek Trunk	35,000		35,000	0%
20-85-4330 Online Permit Pmts	-	185	(185)	#DIV/0!
<b>Total Sanitary Sewer</b>	<b>2,028,920</b>	<b>505,971</b>	<b>1,522,949</b>	<b>25%</b>
<b>Total Revenue</b>	<b>2,815,620</b>	<b>584,761</b>	<b>2,230,859</b>	<b>21%</b>
<b>UTILITY FUND EXPENDITURES</b>				
<b>Solid Waste</b>				
20-86-5100 Office Supplies	8,500	1,000	7,500	12%
20-86-5104 Billing Supplies	3,000	283	2,717	9%
20-86-5190 Office Furniture & Equipment	500		500	0%
20-86-5515 Credit Card Contract	3,500	133	3,367	4%
20-86-5520 SAAS Contracts	3,500		3,500	0%
20-86-5595 Solid Waste Contract	650,000	50,127	599,873	8%
20-86-5785 Sales Tax	48,000	4,907	43,093	10%
20-86-5802 Transfer to General Fund	144,000		144,000	0%
<b>Total Solid Waste</b>	<b>861,000</b>	<b>56,451</b>	<b>804,549</b>	<b>7%</b>
<b>Sanitary Sewer</b>				
20-85-4231 Bear Creek Trunk Recovery Fee	20,000		20,000	0%
20-85-5210 Electricity	64,000	5,519	58,481	9%
20-85-5390 Sewer System Maintenance	40,000	1,640	38,360	4%
20-85-5590 NTMWD O&M Contract	540,000	97,916	442,084	18%
20-85-5801 Transfer to General Fund	608,000		608,000	0%
20-85-5804 Transfer to Debt Service	75,000		75,000	0%
20-85-9423 Sewer System Improvements	275,000		275,000	0%
not set up WWTP Ph 3 Expansion	300,000	-	300,000	0%
not set up Lavon-North WWTP Construction	3,000,000		3,000,000	0%
<b>Total Sanitary Sewer</b>	<b>4,922,000</b>	<b>105,075</b>	<b>4,816,925</b>	<b>2%</b>
<b>Total Expenditure</b>	<b>5,783,000</b>	<b>161,526</b>	<b>5,621,474</b>	<b>3%</b>
<b>ESTIMATED ENDING RESOURCES (Net)</b>	<b>3,337,778</b>	<b>3,153,393</b>		

## City of Lavon Boards & Commissions

December 2022

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
<b>City Council Members</b>				Elected
Mayor	6/19/2018	Vicki Sanson	11/2023	
Place One	6/19/2018	John Kell	11/2024	
Place Two	11/7/2017	Mike Cook	11/2023	
Place Three	11/21/2016	Kay Wright	11/2024	
Place Four	1/15/2019	Ted Dill	11/2023	
Place Five	11/7/2022	Lindsey Hedge	11/2024	

<b>Economic Development Corp Board of Dir - Type B</b>				7 members; 4 CC/staff; county resident
Place 1, Chair	3/1/2009	Kay Wright	7/15/2024	
Place 2	7/17/2018	Manzelle Williams	7/15/2023	
Place 3	9/19/2017	Vicki Sanson	7/15/2024	
Place 4	7/16/2019	Rachel Dumas	7/15/2023	
Place 5	9/17/2019	Joe Serpette	7/15/2024	
Place 6	7/18/2017	John Kell	7/15/2023	
Place 7	5/4/2021	Jordan Williams	7/15/2024	

<b>Planning &amp; Zoning Commission</b>				5 members, residency req
Seat 1	5/3/2022	Jeffrey Cox	6/1/2023	
Seat 2	7/19/2016	Deborah Nabors	6/1/2024	
Seat 3	6/1/2021	Brad Tiegs	6/1/2023	
Seat 4	5/3/2022	Travis Jacob	6/1/2024	
Seat 5, Chair	8/16/2011	David Rosenquist	6/1/2023	
	ex officio	Vicki Sanson	6/1/2023	

<b>Parks &amp; Recreation Board</b>				5 members; residency req
Seat 1	4/17/2012	Mike Gulino	1/1/2023	
Seat 2	6/1/2021	Lindsey Hedge	1/1/2024	
Seat 3		vacant	1/1/2023	<i>formerly Leon Marshall</i>
Seat 4	3/17/2020	Jennifer White	1/1/2024	
Seat 5	2/2/2021	Joe Serpette	1/1/2023	
Alternate	5/3/2022	Mike Cook	1/1/2024	

<b>LVFD Board of Directors</b>				3 members
Seat 1	6/19/2018	Mindi Serkland	6/19/2024	
Seat 2	6/19/2018	Mike Jones	6/19/2023	
Seat 3	5/3/2022	Kay Wright	6/19/2024	

**Boards that meet Ad Hoc:**

<b>Board of Adjustment</b>				5 members and 2 alternate members
Seat 1				
Seat 2				
Seat 3				
Seat 4				
Seat 5				
Alternate -1				
Alternate -2				

<b>IFC Building Board of Appeals</b>				6 members
Chairperson	3/1/2022	Mayor		
Seat 1	3/1/2022	City Council - Place 1		
Seat 2	3/1/2022	City Council - Place 2		
Seat 3	3/1/2022	City Council - Place 3		
Seat 4	3/1/2022	City Council - Place 4		
Seat 5	3/1/2022	City Council - Place 5		