



AGENDA
APRIL 15, 2025
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
6:30 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. CONSENT AGENDA**
Consent agenda 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 April 1, 2025 meeting.
 - B.** Approve Resolution No. **2025-04-04** approving and authorizing execution of contract for professional engineering services with Freeman-Millican, Inc. for engineering services provided in association with the Hazard Mitigation Grant Program administered by the Texas Department of Emergency Management.
- 6. ITEMS FOR CONSIDERATION**
 - A.** Discussion and action regarding Resolution No. **2025-04-05** consenting to the inclusion of the City of Lavon’s extraterritorial jurisdiction in the proposed Collin County Emergency Services District No. 1; providing for findings related thereto; and providing an effective date.
 - B.** Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development Corporation to expend funds for a project to assist in the promotion of new and expanded business development in Lavon in the vicinity of SH 78, not to exceed \$11,768.01 for the cost of the project and providing an effective date.
 - C.** Discussion regarding possible street name changes associated with the eventual annexation of Elevon Sections 3, 4, and 5.
- 7. 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 – utilities, capital projects, public works, and street maintenance report
 - D.** Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Finance Report; TxDOT Project reports; building remodels; and administration and staff reports
- 8. 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 551.072 to deliberate the purchase, exchange, lease,

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or value of real property; property in the vicinity of 120 School Rd. and pursuant to Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

9. RECONVENE FROM EXECUTIVE SESSION

Consider and take any action necessary as a result of each item listed in executive session.

10. SET FUTURE MEETINGS AND AGENDA

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

May 6, 2025 – Regular Meeting

11. PRESIDING OFFICER TO ADJOURN THE MEETING

This is to certify that this Agenda was duly posted on the City’s website at www.cityoflavon.com and at City Hall on or before 6:00 PM on April 11, 2025.

/ Rae Norton /

Rae Norton, City Secretary

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.



MINUTES
APRIL 1, 2025
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING

ATTENDING: VICKI SANSON, MAYOR
MIKE SHEPARD, PLACE 1
MIKE COOK, PLACE 2, MAYOR PRO TEM
TRAVIS JACOB, PLACE 3
TED DILL, PLACE 4
LINDSEY HEDGE, PLACE 5

1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 6:30 P.M. AND ANNOUNCED A QUORUM PRESENT.

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

3. ITEMS OF INTEREST/COMMUNICATION

- Collin County Thoroughfare Plan Open House at City Hall on 4/3/2025
- Breakfast with the Bunny 4/12/2025 9am-10:30am
- Early Voting Begins on 4/22/2025

4. CITIZENS COMMENTS

There were no citizen comments

5. CONSENT AGENDA

- A.** Approve the minutes of the March 18, 2025 meeting.
- B.** Approve Resolution No. **2025-04-01** approving and authorizing the execution of a Letter of Engagement with Mike Ward Accounting and Financial Consulting, PLLC for the audit and preparation of the City's financial statements for the fiscal year ending September 30, 2025.
- C.** Approve the final plat of the Elevon West Commercial Phase 3 Addition Lot 2, Block B at 315 N. SH 78 in the Elevon Planned Development District, northwest of the intersection of Elevon Parkway and SH 78, City of Lavon, Collin County, Texas, (CCAD Property ID 2542828).
- D.** Approve the final plat of the Watercross Residences Addition consisting of four residential lots and one common area lot on 6.448 acres out of the Samuel M. Rainer Survey, Abstract No. 740 situated west of the Lake Breeze Addition, south of Gage Road in the vicinity of 2343 Gage Road, in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2798568).
- E.** Approve Resolution No. **2025-04-02** accepting and authorizing execution of Sanitary Sewer Easements, Drainage Easements, a Temporary Drainage Easement, and a Fire Lane, Access, and Utility Easement granted to the City of Lavon by MA Land Holdings, LLC relating to the construction and development of the Elevon Section 3 and Section 4 Additions.

MOTION: APPROVE CONSENT AGENDA.

MOTION MADE: COOK
SECONDED: SHEPARD
APPROVED: UNANIMOUS

6. ITEMS FOR CONSIDERATION

- A. Public hearing, discussion, and action regarding Resolution No. 2025-04-03 approving and adopting the bylaws of the proposed Lavon Municipal Development District, a specialized local government entity in the extraterritorial jurisdiction designed to foster wider community engagement and generate sales tax revenue that is dedicated to reinvestment in economic development, infrastructure, and quality of life projects that directly benefit the district, subject to voter approval of the creation of the District.**

Kim Dobbs, City Manager, provided information regarding the Resolution and draft bylaws.

PUBLIC HEARING to receive comments regarding proposed Lavon MDD Bylaws.

At 6:37 p.m. Mayor Sanson opened the public hearing and invited comments regarding the proposed bylaws. There being no comments, Mayor Sanson closed the public hearing at 6:37 p.m. As the public hearing was closed, Rick Mann expressed his appreciation for the City’s preparation of the bylaws.

MOTION: APPROVE RESOLUTION NO. 2025-04-03 APPROVING AND ADOPTING THE BYLAWS OF THE PROPOSED LAVON MUNICIPAL DEVELOPMENT DISTRICT, A SPECIALIZED LOCAL GOVERNMENT ENTITY IN THE EXTRATERRITORIAL JURISDICTION DESIGNED TO FOSTER WIDER COMMUNITY ENGAGEMENT AND GENERATE SALES TAX REVENUE THAT IS DEDICATED TO REINVESTMENT IN ECONOMIC DEVELOPMENT, INFRASTRUCTURE, AND QUALITY OF LIFE PROJECTS THAT DIRECTLY BENEFIT THE DISTRICT, SUBJECT TO VOTER APPROVAL OF THE CREATION OF THE DISTRICT.

MOTION MADE: SHEPARD
SECONDED: DILL
APPROVED: UNANIMOUS

- B. Discussion, and action regarding Ordinance No. 2025-04-01 amending Ordinance No. 2024-08-07, that approved and adopted a budget for the City for the fiscal year October 1, 2024 through September 30, 2025 to amend adopted revenues and expenditures; and declaring an effective date.**

Ms. Dobbs presented information regarding the current renovation and proposed amended budget.

MOTION: APPROVE ORDINANCE NO. 2025-04-01 AMENDING ORDINANCE NO. 2024-08-07, THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 TO AMEND ADOPTED REVENUES AND EXPENDITURES; AND DECLARING AN EFFECTIVE DATE.

MOTION MADE: COOK
SECONDED: HEDGE
APPROVED: UNANIMOUS

- C. Discussion regarding the petition for the proposed Collin County Emergency Services District No. 1 and the inclusion of the extraterritorial jurisdiction of the City of Lavon in the District boundaries.**

Ms. Dobbs provided information regarding the proposed Collin County Emergency Services District No. 1 and Fire Chief Danny Anthony updated the council on recent meetings with Collin County Fire Chiefs. The City Council directed staff to prepare a resolution to consent to the inclusion of the ETJ in the Collin County ESD No. 1.

7. SET FUTURE MEETINGS AND AGENDA

April 15, 2025 – Regular Meeting

8. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 7:08 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 15th day of April 2025.

ATTEST:

Vicki Sanson, Mayor

Rae Norton, City Secretary



CITY OF LAVON Agenda Brief

MEETING: April 15, 2025

ITEM: 5 – B

Item:

CONSENT AGENDA

Approve Resolution No. 2025-04-04 approving and authorizing the execution of a contract for professional services with Freeman-Millican, Inc. for engineering services provided in association with the Hazard Mitigation Grant Program administered by the Texas Department OF Emergency Management.

Background:

Many cities sustained significant damage from the February 2020 winter storms. The City of Lavon was able to reduce the levels of potential damage through the concerted efforts of the public safety and public works departments. One substantial purchase stemming from the winter storm was for a generator to be installed at a sanitary sewer lift station.

To address the need for a central warming location, ensure continued delivery of critical services, and to protect city assets, the City submitted grant applications to the Texas Department of Emergency Management for the purchase of generators to be installed at City Hall, the Police Department, and the Fire Department. The Emergency Operations Center currently has a generator installed.

In 2022, Requests for Proposals (RFP) were solicited from pre-qualified professional engineering firms. Three firms responded and Freeman-Millican, Inc. was selected by the election committee consisting of the Mayor, the Mayor Pro Tem, and the City Manager.

Financial Implication:

The fees for engineering services are reimbursable from the grant proceeds.

Staff Notes:

Approval is recommended.

Attachment: 1) Proposed Resolution and Agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2025-04-04

Contract for Professional Engineering Services - FMI - HMGP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES PROVIDED IN ASSOCIATION WITH THE HAZARD MITIGATION GRANT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT.

WHEREAS, the City requested proposals for professional engineering services in association with the Hazard Mitigation Grant Program (HMGP) administered by the Texas Department of Emergency Management (TDEM) under the 2022 TDEM-HMGP under the DR-4485 COVID-19 Pandemic; and

WHEREAS, on April 5, 2022, the City Council authorized the submittal of three DR-4485 HMGP applications to TDEM for generators for City Hall (DR4485-0014), the Police Department (DR4485-0101), and the Fire Department (DR4485-0101) with such applications being awarded in December 2024 and January 2025; and

WHEREAS, the City Council determined that it is necessary and in the best interests of the City of Lavon to approve the proposed agreement subject.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The City Council hereby approves and authorizes the execution of a Contract for professional engineering services with Freeman Millican, Inc. for engineering services provided in association with the DR-4485 HMGP grant applications, attached hereto and incorporated herein as “Exhibit A”.

SECTION 3. This Resolution shall be effective from and after its date of passage and in accordance with law.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 15th day of April 2025.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

RESOLUTION NO. 2025-04-04

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES**

for

Project Nos.

DR 4485-0014 / DR 4485-0101 / DR 4485-0102

**PART I
AGREEMENT**

THIS AGREEMENT, entered into this 15th day of April, 2025, by and between the CITY OF LAVON hereinafter called the “City” and FREEMAN-MILLICAN, INC. hereinafter called "Firm.”

WITNESSETH THAT:

WHEREAS, the City desires to desires to implement the following: Public Infrastructure Project under the general direction of the Hazard Mitigation Grant Program (HMGP) awarded from the Texas Division of Emergency Management (TDEM) to install generators at the City Hall, the Police Department, and the Fire Department; and

WHEREAS, the City desires to engage the Firm to render certain engineering services in connection with the FEMA Project, Contract Numbers DR 4485-0014, DR 4485-0101, and DR4485-0102.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on April 15, 2025. In any event, all of the services required and performed hereunder shall be completed no later than February 12, 2027.
3. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities. FEMA, Department of Homeland Security (DHS, Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM) or Texas Water Development Board (TWDB) as the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity’s personnel for the purpose of interview and discussion related to such documents.

5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$19,700 per each Project Contract. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
10. Extent of Agreement

This Agreement which includes Part I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY: CITY OF LAVON

BY: _____
Vicki Sanson, Mayor

ATTEST: _____
Rae Norton, City Secretary

FIRM: FREEMAN-MILLICAN, INC.

BY: _____
Richard Dormier, P.E., Vice President

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the Projects.

PHASE ONE: PRE-AWARD

1. Attend project planning meetings with City Staff to begin application preparation assistance.
2. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 days of contract execution.
3. Prepare preliminary environmental and historical assessment of the proposed project area.
4. Prepare preliminary surveys should that be necessary in identifying preliminary solutions to the proposed project area.
5. Provide the City with alternative options of design and construction that will benefit the City, its staff, and its citizens, along with a scope of work determination.
6. Determine necessity for any acquisition of any additional real property/easements/ROWs for the FEMA project and, if applicable, furnish to the Grant Recipient:
 - Name and address of property owners;
 - Legal description of parcels to be acquired;
 - Map showing entire tract with designation of part to be acquired.
7. Provide an Estimate of Probable Construction Cost for all construction options using in-house cost estimating and FEMA's BCA software program and present to the City.
8. Should the project selected be a water improvements project, Freeman-Millican, Inc. will prepare preliminary design plans and specifications.
9. Prepare a preliminary project budget.

PHASE TWO

1. Attend conferences with the Grant Recipient regarding the selected design of the project.
2. Prepare H & H Study as outlined in HMGP Contract.
3. Prepare a comprehensive budget analysis.
4. Prepare revised BCA.
5. Prepare PRG Analysis.
6. Prepare a comprehensive engineering study should the selected project require.
7. Prepare a comprehensive environmental and historical assessment as required by FEMA.
8. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
9. Prepare railroad/highway permits, if applicable.
10. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction).

11. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by FEMA. The format for this report is attached to this Agreement as Part IV.
12. Perform topographical design surveying to include all existing utilities and located franchise utilities within the project area.
13. Prepare Preliminary and Final Design plans and specification.
14. Provide revised estimates of probable construction cost at 30%, 60%, and 90% of the Design.
15. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
16. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
17. Make 10-day call to confirm prevailing wage decision issued by FEMA.
18. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
19. Conduct bid opening and prepare minutes.
20. Tabulate, analyze, and review bids for completeness and accuracy.
21. Accomplish Construction Contractor eligibility verification.
22. Conduct pre-construction conference and prepare copy of report/minutes.
23. Require construction contractor to perform all required testing and inspection during construction.
24. Issue Start of Construction Notice to FEMA and Notice to Proceed to construction contractor.
25. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
26. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
27. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have FEMA approval.
28. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
29. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to FEMA for approval prior to execution with the construction contractor.
30. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
31. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
32. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
33. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by FEMA, unless State or local law provides otherwise.

34. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
35. Conduct interim/final inspections (with resident inspection to be at City's option).
36. Revise contract drawings to show the work as actually constructed and furnish the Grant Recipient with a set of "record drawings" plans. Engineer will also provide mapping shape files of engineering design to City to utilize with mapping software.
37. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These files shall be provided in digital format containing the source file data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD) or flash drive, which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital file is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and files shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to FEMA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

- f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, FEMA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
 10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III
PAYMENT SCHEDULE
DR 4485-0014 / DR 4485-0101 / DR 4485-0102

City shall reimburse the Firm for professional services provided upon completion of the following milestones, per the following percentages of the maximum contract amount not to exceed *Fifty-Nine thousand One Hundred and No/100 Dollars (\$59,100.00)*

FEE SCHEDULE for DR4485-0014

Milestone	% of Contract Fee	\$ of Contract Fee
• Completion of Preliminary Design	20%	\$3,940
• Completion of Final Design	30%	\$5,910
• Completion of Bidding Phase.	20%	\$2,940
• Completion of construction Phase	10%	\$1,970
• Completion of Final Closeout Assessment and submittal of “As Built” to Corporation.	10%	\$1,970
• Completion of final inspection and acceptance by the Corporation.	10%	\$1,970
Total	100%	\$19,700

FEE SCHEDULE for DR4485-0101

Milestone	% of Contract Fee	\$ of Contract Fee
• Completion of Preliminary Design	20%	\$3,940
• Completion of Final Design	30%	\$5,910
• Completion of Bidding Phase.	20%	\$2,940
• Completion of construction Phase	10%	\$1,970
• Completion of Final Closeout Assessment and submittal of “As Built” to Corporation.	10%	\$1,970
• Completion of final inspection and acceptance by the Corporation.	10%	\$1,970
Total	100%	\$19,700

FEE SCHEDULE for DR4485-0102

Milestone	% of Contract Fee	\$ of Contract Fee
• Completion of Preliminary Design	20%	\$3,940
• Completion of Final Design	30%	\$5,910
• Completion of Bidding Phase.	20%	\$2,940
• Completion of construction Phase	10%	\$1,970
• Completion of Final Closeout Assessment and submittal of “As Built” to Corporation.	10%	\$1,970
• Completion of final inspection and acceptance by the Corporation.	10%	\$1,970
Total	100%	<hr/> \$19,700

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PART IV
TERMS AND CONDITIONS
PROFESSIONAL ENGINEERING SERVICES

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or

invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of FEMA award between FEMA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the FEMA award between FEMA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the FEMA award between FEMA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the FEMA award between FEMA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Conflicts Disclosure Statement. (Sec. 176.003 in Chapter 176 of the Local Government Code)

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

1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and

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; or has a family relationship with the local government officer.

(a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.

(a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

b. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

14. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

15. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
17. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
18. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
19. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
20. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

22. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
23. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
24. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

PART V PROJECT TIME SCHEDULE

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT NUMBER _____

2021 - 2022 PROJECTS

Activity	Completed by Last Day of Month:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services Completed		X																							
Plans and Specifications Completed				X																					
Plans and Specifications Submitted for Approval to City/County			X																						
Environmental Review Completed					X																				
Clearance of Special Conditions						X																			
Wage Rate Request/Decision/10-Day Call						X																			
Bid Advertisement / Construction Contract Awarded							X																		
Construction - 50% ARP / CLFRF project complete										X															
Construction - 50% ARP / CLFRF funds requested from Department									X																
Construction - 75% ARP / CLFRF project complete										X															
Construction - 75% ARP / CLFRF funds requested from Department										X															
Construction - 90% ARP / CLFRF project complete											X														
Construction - 90% ARP / CLFRF funds requested from Department											X														
Final Inspections Completed													X												
General Administration														X											
Close-out documents submitted to Department															X										

CONTRACT START DATE

CONTRACT ENDING DATE

10 Days from Notice of Award

**PART VI
MONTHLY STATUS REPORT**

Grant Recipient: City of Lavon Date Submitted: _____

FEMA Contract No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*



CITY OF LAVON

Agenda Brief

MEETING: April 15, 2025

ITEM: 6 – A

Item:

Discussion and action regarding Resolution No. 2025-04-05 consenting to the inclusion of the City of Lavon’s extraterritorial jurisdiction in the proposed Collin County Emergency Services District No. 1; providing for findings related thereto; and providing an effective date.

Background:

On February 18, 2025, the City Council received a presentation regarding a January 30, 2025 meeting that Collin County Judge Chris Hill hosted for Collin County mayors, city managers, and fire chiefs regarding fire protection services in unincorporated Collin County. Pursuant to interlocal agreements, Collin County has historically contracted with various fire departments/cities for the provision of fire services in assigned Fire Districts. At that meeting, Judge Hill provided information about Emergency Service Districts (ESDs), a creation petition, County Commissioners Court appointment of the ESD Board, and preliminary property tax proceeds that could be realized if adopted. Additionally, Judge Hill provided a timeline for the election and creation process and Judge Hill indicated that if an ESD were to be approved, the ESD would likely contract with fire departments for the provision of fire and/or EMS services.

On February 28, 2025, the City received formal written notification from Collin County that a Petition for Creation of the Collin County ESD No.1 had been received from Collin County residents, and called a public hearing on July 21, 2025 for public comment. The Petition was filed pursuant to Chapter 775, Texas Health & Safety Code (H&SC) with the boundary of the proposed ESD being all unincorporated areas of Collin County. The notification letter stated that the issue of the creation of the ESD would be presented to voters at the November 4, 2025 uniform election date. The notification was accompanied by a “Statement of Shared Principles for Emergency Services Districts.”

The Collin County notification was provided to the City of Lavon pursuant to the creation process set out in H&SC, Section 775.014 that provides that before a district can be created in a city’s extraterritorial jurisdiction (ETJ), a written request to be included in the district must be presented to the governing body.

Code Excerpts:

TEXAS HEALTH & SAFETY CODE
§ 775.014. CREATION OF DISTRICT THAT INCLUDES MUNICIPAL TERRITORY

Sec. 775.014. CREATION OF DISTRICT THAT INCLUDES MUNICIPAL TERRITORY.
(a) Before a district may be created that contains territory in a municipality's limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition is filed under Section 775.015. Except as

provided by Subsection (c), that territory may not be included in the district unless the municipality's governing body gives its written consent on or before the 60th day after the date on which the municipality receives the request.

(b) If the municipality's governing body does not consent to inclusion within the 60-day period prescribed by Subsection (a), a majority of the qualified voters and the owners of at least 50 percent of the territory in the municipality's limits or extraterritorial jurisdiction that would have been included in the district may petition the governing body to make fire control and emergency medical and ambulance services available. The petition must be submitted to the governing body not later than the 90th day after the date on which the municipality receives the request under Subsection (a).

(c) If the municipality's governing body refuses or fails to act on the petition requesting fire protection and emergency medical and ambulance services within six months after the date on which the petition submitted under Subsection (b) is received, the governing body's refusal or failure to act constitutes consent for the territory that is the subject of the petition to be included in the proposed district.

(d) If the proposed district will include territory designated by a municipality as an industrial district under Section 42.044, Local Government Code, consent to include the industrial district must be obtained from the municipality's governing body in the same manner provided by this section for obtaining consent to include territory within the limits or extraterritorial jurisdiction of a municipality.

(e) If the municipality's governing body consents to inclusion of territory within its limits or extraterritorial jurisdiction, or in an industrial district, the territory may be included in the district in the same manner as other territory is included under this chapter.

(f) A governing body's consent to include territory in the district and to initiate proceedings to create a district as prescribed by this chapter expires six months after the date on which the consent is given.

(g) This section does not apply if the proposed district contains territory in the unincorporated area of a county with a population of 3.3 million or more.

The state law provides that a City will respond to either consent or withhold consent for the City's ETJ to be included in the District within 60 days of receipt of notification. The last regular meeting of the City Council before the response deadline is the April 15, 2025 meeting.

Collin County has provided information about the Proposed Emergency Services District on the County website here: <https://www.collincountytx.gov/Public-Information/Lists/News/NewsDisp.aspx?ID=357>

Operational Implications

- The City of Lavon presently provides fire protection services to the City's Fire District in unincorporated Collin County (map enclosed) pursuant to a Fire Protection Agreement with Collin County.
- **Because the cost of providing the fire service exceeds the contract reimbursement rate, if the voters do not approve ESD, the City will most likely have to consider termination of the fire protection services agreement with the County. The City is not presently reimbursed for responding to medical/EMS calls in the unincorporated area.**

- The County Judge indicated that if approved, the immediate intention would be for the ESD to continue contracting with city and volunteer fire departments for fire protection services. It is not quite clear what the intention would be for emergency medical services (EMS), if the ESD would contract with a provider like AMR as the County now does or some other alternative.
- After notification to the Commissioners Court in 2023, the City of Melissa terminated service to the unincorporated area one year later. The Cities of McKinney and Farmersville have provided notification to the Commissioners Court that they would terminate their fire protection agreements on October 1, 2025.
- In addition to the Fire Protection Agreement the City of Lavon has with Collin County, the City of Lavon has also entered into fire and EMS agreements to serve the Elevon 1A Municipal Utility District (MUD) and the Collin County MUD No. 5 (Hillstead). Collin County MUD No. 6 (Nicholson Ranch) has submitted an informal request to discuss fire and EMS service agreement.
- The City's determination to include or exclude the ETJ is an all or nothing determination. The City has been advised that consenting to include a portion of the ETJ is not an option.
- The County's Statement of Shared Principles recognizes the existing fire service contracts between cities and MUDs with direction to avoid double taxation for MUD residents.

Financial Implications

- Collin County reimburses the City \$24,080 annually for providing fire service to unincorporated areas. Additionally, Collin County waives dispatch fees for FDs that respond in unincorporated areas.
- In 2024, the City responded to 1,101 total fire and EMS calls, 283 of which were outside the city limits. Of the 217 calls for service outside the City and MUDs, 17 were for fire and 200 were for emergency medical service or motor vehicle accidents.
- Based upon the current Fire Department operating budget, the average cost per call is approximately \$2,571. In FY 24, the reimbursement from the County for the fire calls alone was \$1,416 per call. If EMS calls are factored in, the average reimbursement from the County drops to \$111 per call.
- The amount of the proposed ESD property tax rate, while capped at \$0.10 per \$100 valuation, is unknown and will be determined by the ESD Board if created. There is also a potential voter-approved sales tax of up to 2% that can help fund ESD operations.
- The County Judge's presentation included estimates of \$11.6 million if the rate is \$0.05 per \$100 valuation.
- If the ESD is approved by voters, the revenue from the ESD property tax rate will not be realized until January 2027. A funding bridge will need to be explored for continued service.

Staff Notes:

Presently, city residents are subsidizing fire service outside the city limits with their tax dollars which is not a tenable long-term solution. Formation of an ESD creates a mechanism where the county residents can pay directly for the services that they receive. On April 1, 2025, the City Council provided direction to prepare a resolution for consent to the inclusion of the ETJ in the ESD election.

Attachments:

- 1) Proposed Resolution
- 2) Collin County Notification of Petition
- 3) Collin County Judge Presentation – January 30, 2025
- 4) Fire District Map

CITY OF LAVON, TEXAS
RESOLUTION 2025-04-05

Inclusion of the Extraterritorial Jurisdiction in the Collin County ESD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, CONSENTING TO THE INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION IN THE PROPOSED COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1; PROVIDING FOR FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 775, Texas Health and Safety Code, authorizes the creation of emergency services districts ("ESD") to provide local emergency services, including fire protection and emergency medical services; and

WHEREAS, pursuant to Section 775.014, Texas Health and Safety Code, before an ESD may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the ESD must be presented to the municipality's governing body; and

WHEREAS, territory within a municipality's territorial limits or extraterritorial jurisdiction may not be included in the ESD unless the municipality's governing body gives its written consent to said request within sixty days after the date on which the municipality receives the request; and.

WHEREAS, the Collin County Judge has received and verified a petition requesting the creation of Collin County Emergency Services District No. 1, to provide emergency services to portions of Collin County in response to any emergency in accordance with Chapter 775; and

WHEREAS, portions of the proposed ESD contain territory within the City of Lavon's extraterritorial jurisdiction; and

WHEREAS, the City of Lavon ("City") received a written request on February 28, 2025 from Collin County for the City's extraterritorial jurisdiction to be included in the proposed ESD; and

WHEREAS, the City Council of the City of Lavon, Texas ("City Council") desires to grant its consent to allow the City's extraterritorial jurisdiction to be included in the proposed ESD pursuant to any called election for that purpose and finds it to be in the best interest and welfare of the residents of the City of Lavon to do so.

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

SECTION 1. The foregoing premises are hereby found to be true and correct and incorporated herein by reference for all purposes allowed by law.

SECTION 2. The City Council hereby grants its consent to inclusion of the City’s extraterritorial jurisdiction within the boundaries of the proposed Collin County Emergency Services District No. 1 and which boundaries for said ESD are further described and depicted in Exhibit “A” attached hereto, pursuant to Section 775.014, Texas Health and Safety Code.

SECTION 3. The inclusion of the City’s extraterritorial jurisdiction within the proposed ESD is subject to an election being called to confirm the creation of the ESD and wherein a majority of the voters residing in the City’s extraterritorial jurisdiction who vote in said election vote in favor of said item, as provided in Section 775.019(b), Texas Health and Safety Code.

SECTION 4. This Resolution shall take effect from and after its passage and remain in effect subject to Section 775.014(f), Texas Health and Safety Code.

PASSED AND APPROVED by the City Council of the City of Lavon, Texas, on this the 15th day of April 2025.

Vicki Sanson, Mayor

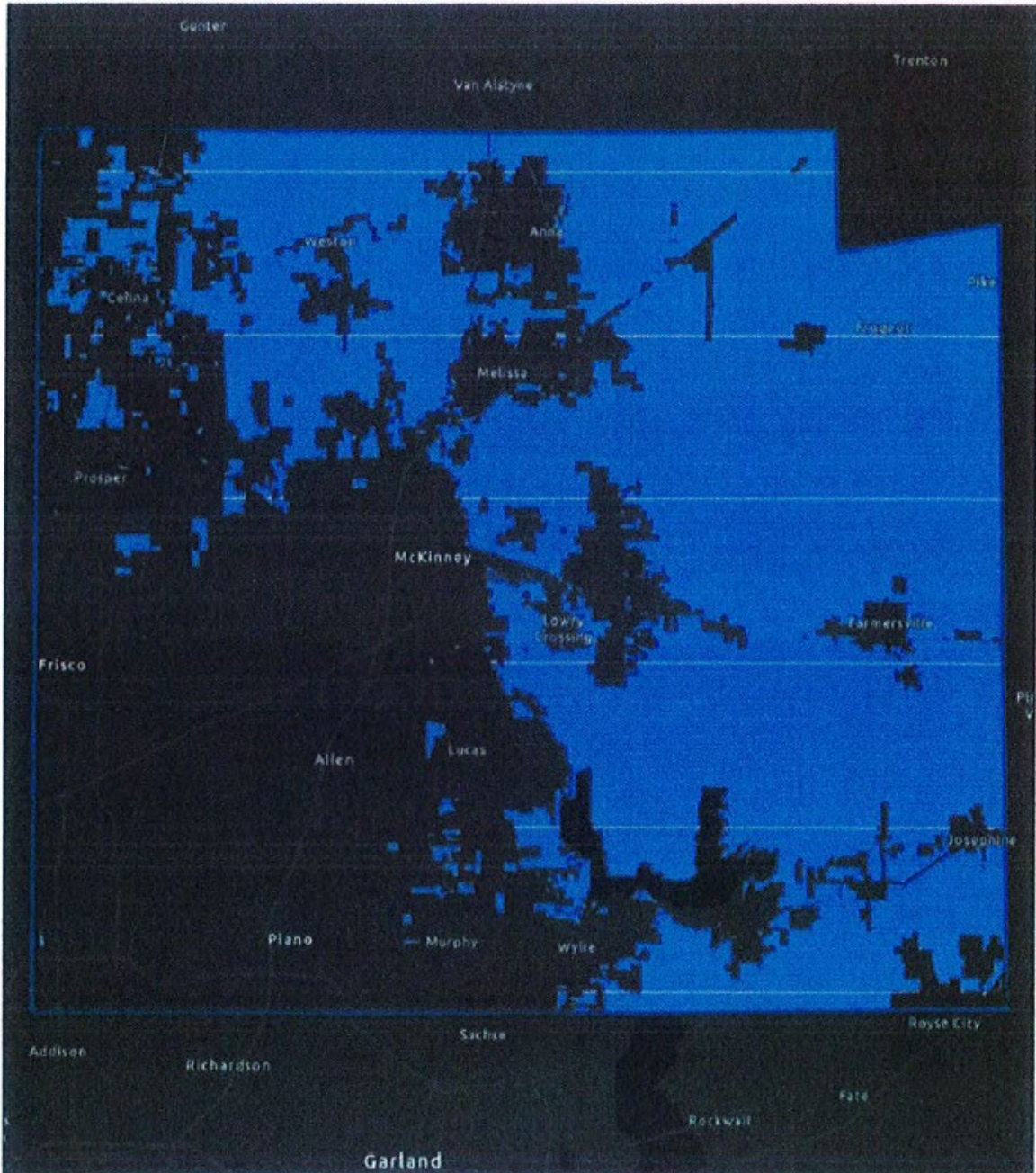
ATTEST:

Rae Norton, City Secretary

RESOLUTION 2025-04-05

EXHIBIT A

**Exhibit A-1
Map of Proposed
Collin County Emergency Services District No. 1 (in blue)**



City of Lavon

CITY BOUNDARIES MAP APRIL 2025

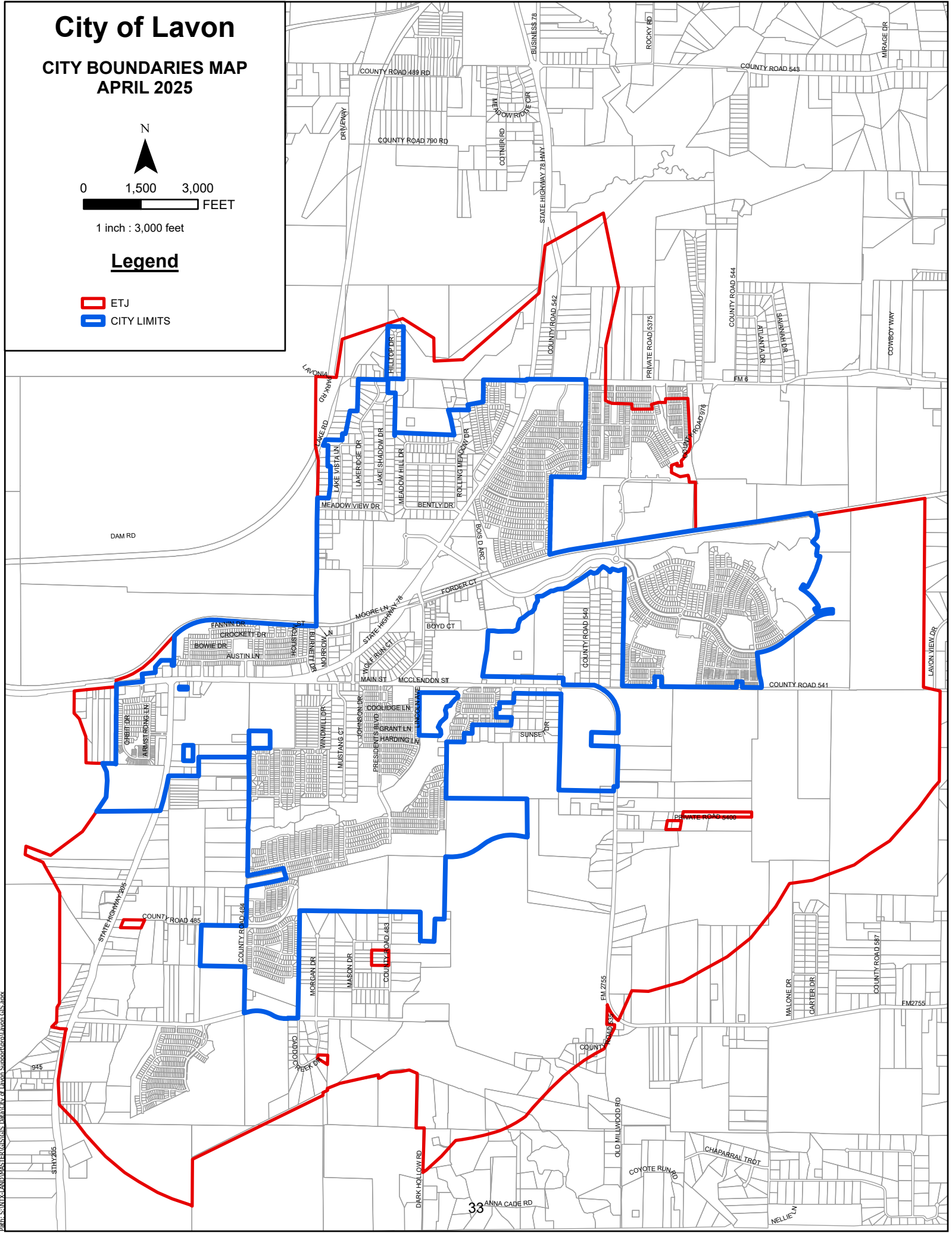
N

0 1,500 3,000
FEET

1 inch : 3,000 feet

Legend

- ETJ
- CITY LIMITS





COLLIN COUNTY

RECEIVED
FEB 28 2025
CITY OF LAVON

Administrative Services
2300 Bloomdale Road
Suite 4192
McKinney, Texas 75071
972-548-4675
www.collincountytx.gov

February 25, 2025

City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Dear Mayor Sanson:

Citizens of Collin County, Texas have filed a petition with the County Judge for the formation of the Collin County Emergency Services District No. 1 (ESD), pursuant to Chapter 775, Tex. Health & Safety Code. The entire proposed district would be located wholly within Collin County as described in the attached Petition. The ESD petition is set for a public hearing on July 21, 2025. It is anticipated that the issue of the creation of this district will be presented to the voters at the November 4, 2025 uniform election date.

Portions of the proposed district contain territory within your municipality's extraterritorial jurisdiction. Pursuant to §775.014, Tex. Health & Safety Code, before a district may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition has been filed (§775.015, Tex. Health & Safety Code).

I am including a copy of all attachments that were presented to and approved by Commissioners Court on February 24, 2025, including a copy of the petition, letters verifying the signatures, and the approved court resolutions. This correspondence is to advise you of the filing of the ESD petition with Collin County and request your Council's written consent to include your city's extraterritorial jurisdiction within the proposed ESD.

Your municipality's consent is required on or before the 60th day after the date of your receipt of this letter. Please let me know if you have any questions or concerns.

Sincerely,

Yoon Kim
Collin County Administrator
cc: The Honorable Chris Hill, Collin County Judge

State of Texas	§	Court Order
Collin County	§	2025-217-02-24
Commissioners Court	§	

A resolution of the Collin County Commissioners Court setting a public hearing to consider a petition for the creation of Collin County Emergency Services District No. 1.

Whereas, Chapter 775, Texas Health and Safety Code, governs the creation of emergency services districts ("ESDs") within the State of Texas; and

Whereas, ESDs are political subdivisions of the State of Texas that support or provide local emergency services, including fire protection and emergency medical services; and

Whereas, Chapter 775 authorizes qualified voters who own taxable real property to petition the county commissioners court to order an election creating an emergency services district; and

Whereas, the Collin County Judge has received a petition requesting the creation of Collin County Emergency Services District No. 1 ("the District"), to provide emergency services in response to any emergency in accordance with Chapter 775; and

Whereas, the County Judge has verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed District, and has verified that the petition is in proper form, and has filed the petition with the Collin County Clerk; and

Whereas, the Collin County Elections Administrator has confirmed that the petition has been signed by at least 100 qualified voters in the proposed District; and

Whereas, Chapter 775, Texas Health and Safety Code, requires the commissioners court to set a place, date, and time for a public hearing to consider the petition.

Now, therefore, be it resolved, by the Commissioners Court of the Collin County, Texas that:

Section 1. The Court finds that the petition for the creation of the District was received in proper form, that it has been filed with the Collin County Clerk, and that a public hearing to consider the petition is hereby set as follows:

Date: July 21, 2025
 Time: 1:30p.m.
 Place: Collin County Commissioners Court
 Jack Hatchell Administration Building
 2300 Bloomdale Road, Suite 4192
 McKinney, Texas 75071

Section 2. The County Clerk is authorized to prepare the notice of public hearing;

Section 3. The Collin County Sheriff is authorized to post and publish the notice of the public hearing as required by law;

State of Texas	§	Court Order
Collin County	§	2025-217-02-24
Commissioners Court	§	

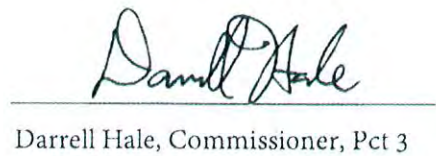
A resolution of the Collin County Commissioners Court setting a public hearing to consider a petition for the creation of Collin County Emergency Services District No. 1.

Section 4. At the hearing, any interested person may appear before the Commissioners Court in person or by attorney to support or oppose the creation of the District and may offer pertinent testimony. If, after the hearing the Commissioners Court finds that creation of the District is feasible and will promote the public safety, welfare, health and convenience to the persons residing in the proposed District, the Commissioners Court shall grant the petition and fix the boundaries of the District. If the petition is granted by the Commissioners Court, the Commissioners Court will order an election to confirm the District's creation in accordance with the procedures required by the law.

A motion was duly made, seconded, and carried by a majority of the court members in attendant during a regular session on Monday, February 24, 2025.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1




Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

FILED

RECEIVED
COMMISSIONER'S COURT

2025 FEB 20 AM 11:50

2025 FEB -6 PM 1:43

PETITION FOR CREATION OF
EMERGENCY SERVICES
DISTRICT

STACEY NEHRP
COUNTY CLERK
COLLIN COUNTY, TEXAS

BY: S. [Signature] THE STATE OF TEXAS

COUNTY OF COLLIN

§
§
§
§
§

IN THE COMMISSIONERS COURT
OF
COLLIN COUNTY, TEXAS

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF SAID COURT:

NOW COMES 100 or more qualified voters who own taxable real property in Collin County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

I.

That the proposed Collin County Emergency Services District No. 1 (the "District") will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code of the State of Texas.

II.

That the name of the proposed District shall be "COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1."

III.

That the area of the District does not overlap the boundaries of any other emergency services district, and will generally include portions of the extraterritorial jurisdictions of the incorporated municipalities lying wholly or partially within Collin County, Texas. The boundaries of the District are more particularly described by the description attached as Exhibit "A", which is attached hereto and incorporated herein for all purposes, and generally shown on the attached sketch in Exhibit "A-1".

IV.

That the District will provide emergency services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code.

V.

That the creation of the District complies with Section 775.0205 of the Texas Health & Safety Code.

VI.

That Richard Hill, who resides at 2251 CR700, Farmersville TX 75442, and Jo Ann Graham, who resides at 1373 CR 728, Melissa TX 75454, (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty (\$150.00) dollars, to Collin County as required by Section 775.013(b) of the Texas Health & Safety Code.

VII.

That the Cities of Allen, Anna, Blue Ridge, Celina, Fairview, Farmersville, Fate, Frisco, Garland, Hebron, Josephine, Lavon, Lowry Crossing, Lucas, McKinney, Melissa, Murphy, Nevada, New Hope, Parker, Plano, Princeton, Prosper, Royse City, St. Paul, Trenton, Van Alstyne, Weston, and Wylie are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.


VIII.

That the signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Collin County Emergency Services District No. 1 are attached on **Exhibit "B"**.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Collin County as required by law; that a public hearing be held on this petition in the county; and that, after the hearing, the Commissioners Court of Collin County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 6 day of ^{FEBRUARY} _____, 2025.

PETITIONERS:

By: 
Printed Name: Richard Hill

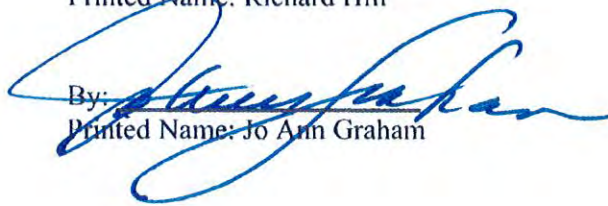
By: 
Printed Name: Jo Ann Graham

Exhibit "A"

Description of Proposed Collin County Emergency Services District No.

Boundary Description

Description by meets and bounds for Collin County Emergency Service District #1

Collin County Emergency Service District #1 (CCESD No. 1) boundaries shall be all of the land within Collin County, exclusive of the land lying within any incorporated municipality lying wholly or partially within Collin County, as more specifically described below:

BEGINNING, at the Northwest corner of the County of Collin, State of Texas;

THENCE, along the northern boundary line of said County to the Northeast corner of said county;

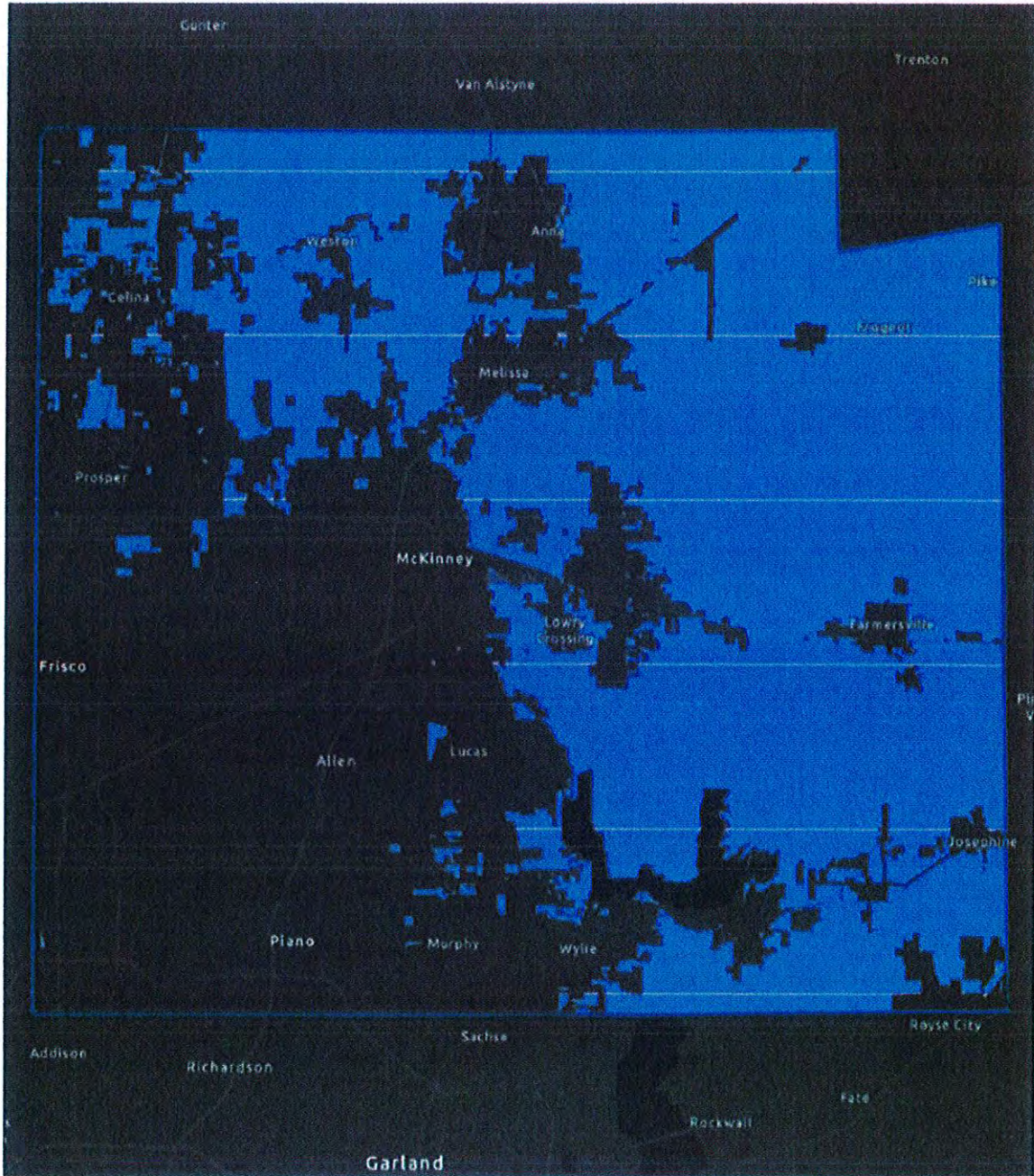
THENCE, along the eastern boundary line of said County to its Southeast corner;

THENCE, along the southern boundary line of said County to its Southwest corner;

THENCE, along the western boundary line of said County to its Northwest corner, the place of beginning.

Provided that all of the land included in the above description which lies within the boundaries of any incorporated municipality lying wholly or partially within said county shall be saved and excepted from the territory of the Emergency Services District.

Exhibit A-1
Map of Proposed
Collin County Emergency Services District No. 1 (in blue)





Chris Hill

Collin County Judge

February 19, 2025

Honorable Stacey Kemp
Collin County Clerk
2300 Bloomdale Road
McKinney, Texas 75071

Honorable Mrs. Kemp:

Pursuant to Texas Health and Safety Code section 775.011, I have received a petition proposing the creation of Collin County Emergency Services District No. 1 and I have verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed district.

Pursuant to section 775.015 of the same chapter, I have verified that the petition is in proper form and I hereby file the petition with your office. At the regular session of the commissioners court on Monday, February 24, the commissioners court will set a place, date, and time for a public hearing to consider the petition.

Sincerely,

Chris Hill

cc: Collin County Commissioners
Yoon Kim, Collin County Administrator



COLLIN COUNTY

Kaleb Breaux
Elections Administrator
2010 Redbud Blvd. #102
McKinney, Texas 75069
972-547-1990

DATE: February 19, 2025
TO: Collin County Commissioners Court
FROM: Kaleb Breaux, Collin County Elections Administrator
RE: Collin County ESD No. 1 Petition

Pursuant to Texas Health and Safety Code section 775.011, I have reviewed a petition proposing the creation of Collin County Emergency Services District No. 1 and I have confirmed that the petition has been signed by at least 100 qualified voters in the proposed district.

Respectfully,

Kaleb Breaux

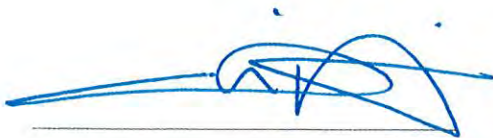
State of Texas	§	Court Order
Collin County	§	2025-216-02-24
Commissioners Court	§	

Statement of Shared Principles for Emergency Services Districts

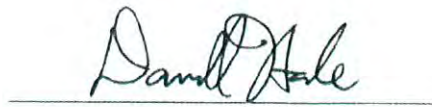
In response to the citizen petition calling for the creation of Collin County Emergency Services District No. 1 ("District"), and in the interest of providing transparency and clarity, the Collin County Commissioners Court hereby adopts this Statement of Shared Principles to summarize our guiding values for the District.

1. The District should provide fire and emergency services by contracting with established fire departments.
2. The District should minimize administrative costs to ensure greater investment in fire and emergency services.
3. The District should support existing fire service contracts between municipalities and municipal utility districts.
4. The District should avoid double taxation of residents in municipal utility districts.
5. The District is not able to provide fire and emergency services outside the District. If a city council prevents its extraterritorial jurisdiction (ETJ) from being included in the District (per Texas Health & Safety Code Section 775.014), citizens of the ETJ must then appeal to their city council for fire and emergency services.
6. Collin County is committed to working with municipal and volunteer fire department partners to provide superior fire and emergency services until the District begins operations.

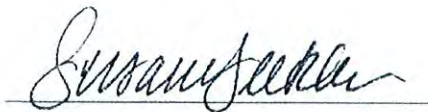
A motion was duly made, seconded, and carried by a majority of the court members in attendant during a regular session on Monday, February 24, 2025.



Chris Hill, County Judge



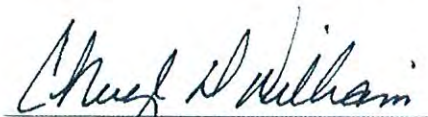
Darrell Hale, Commissioner, Pct 3



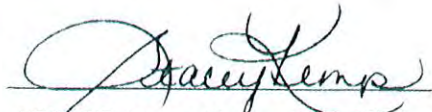
Susan Fletcher, Commissioner, Pct 1




Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

Collin County Fire Districts



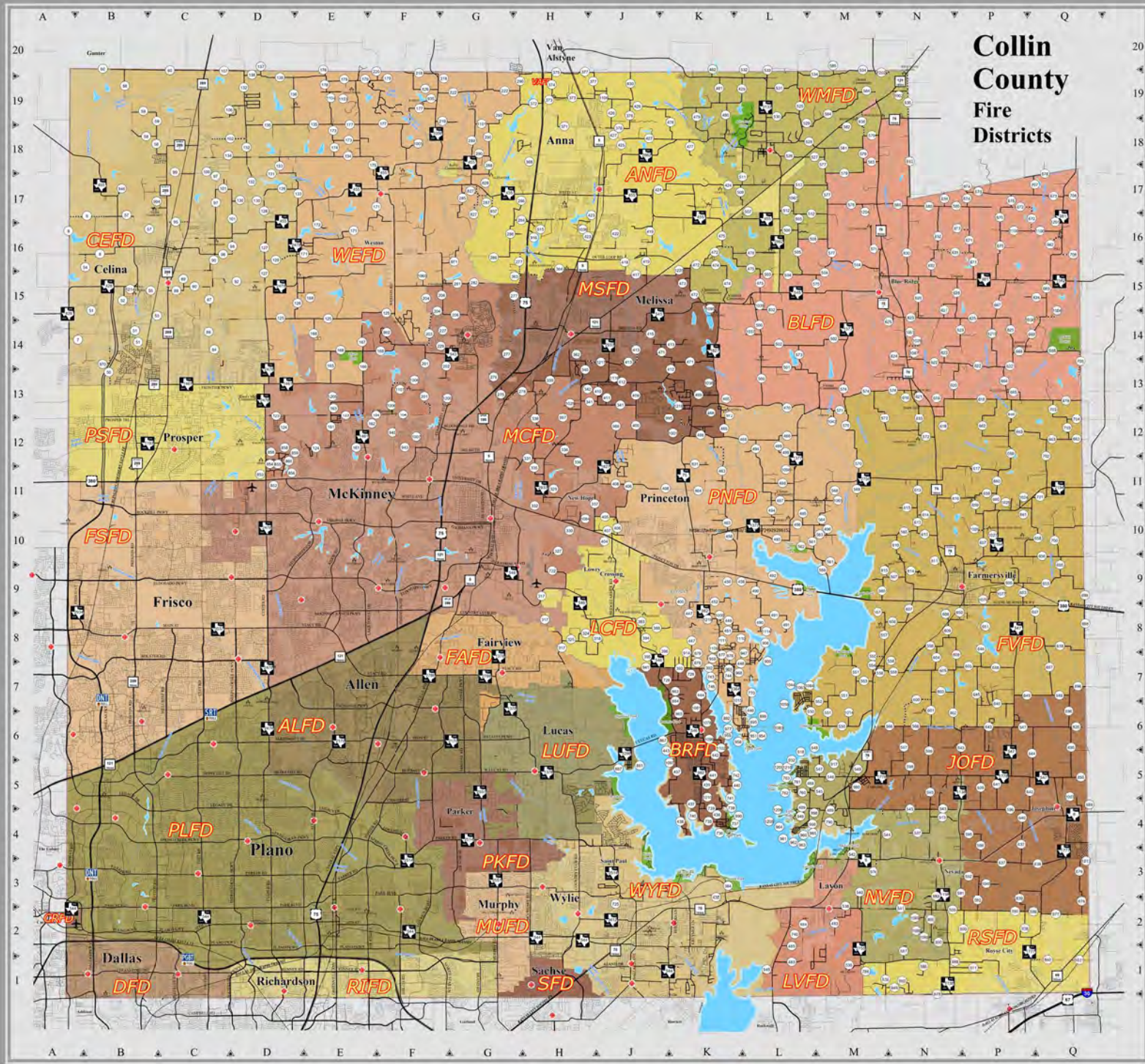
- Paved
- Rock
- - - - - Dirt
- Urban
- Private
- * Cemetery
- Railroad
- Fire Station
- Interstate
- ▣ US Highway
- ▣ State Highway
- ▣ Business
- ▣ Spur
- ▣ Farm to Market
- County Road



Source data compiled from Collin County GIS database, aerial photography (2021), digital data from cities and various maps throughout Collin County.

This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

March 22, 2022





Collin County Judge and Mayors Meeting: Fire Districts

January 30, 2025

Overview

- **Welcome and Introductions**
- **Collin County Fire Districts**
- **Fire Service Revenue Sources**
- **Emergency Services District**
- **Next Steps & Decision Points**
- **Q&A**



Collin County Population Information

2013 Population

37,468 in unincorporated Collin County
(no MUDs)

2023 Population

55,207 in unincorporated Collin County
(no MUDs)

Cities included in the Petition

Allen	McKinney
Anna	Melissa
Blue Ridge	Murphy
Celina	Nevada
Fairview	New Hope
Farmersville	Parker
Fate	Plano
Frisco	Princeton
Garland	Prosper
Hebron	Royse City
Josephine	St. Paul
Lavon	Trenton
Lowry	Van Alstyne
Crossing	Weston
Lucas	Wylie



Emergency Services District

- ~350 ESDs in Texas
- Commissioners Court appoints Commission members (5 total) to staggered two-year terms
- ESD Board of Commissioners adopts the tax rate and sets the budget annually after the Commissioners Court sets the initial rate
 - \$0.10 constitutional cap on tax rate
 - 3.5% voter-approval rate





Emergency Services District

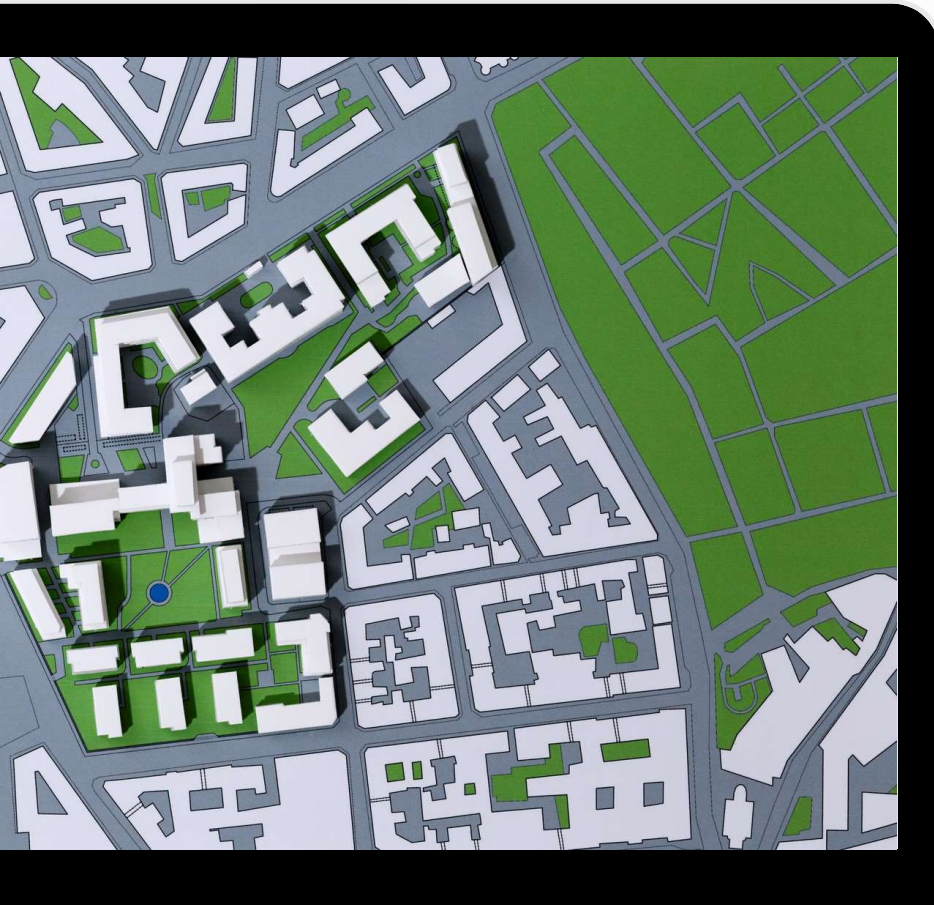
TY 24 - ESD Property Tax Levy

	2024 Taxable Value	\$0.05 Rate	\$0.025 Rate
Collin Co MUDs	\$ 6,544,367,805	\$ 3,272,184	\$ 1,636,092
Unincorporated (No ETJ/MUDs)	\$ 3,347,983,283	\$ 1,673,992	\$ 836,996
City Extraterritorial Jurisdictions (ETJ)	\$ <u>13,314,082,127</u>	\$ <u>6,657,041</u>	\$ <u>3,328,521</u>
	\$ 23,206,433,215	\$ 11,603,217	\$ 5,801,608

Above demonstrates the range of possible ESD levy. If all cities allow their ETJ to be included in the ESD boundaries and MUDs are part of the ESD, there is \$23.2 billion in taxable value. If all cities do not allow their ETJs to be included in the ESD boundaries, the lowest taxable value is \$3.3 billion.

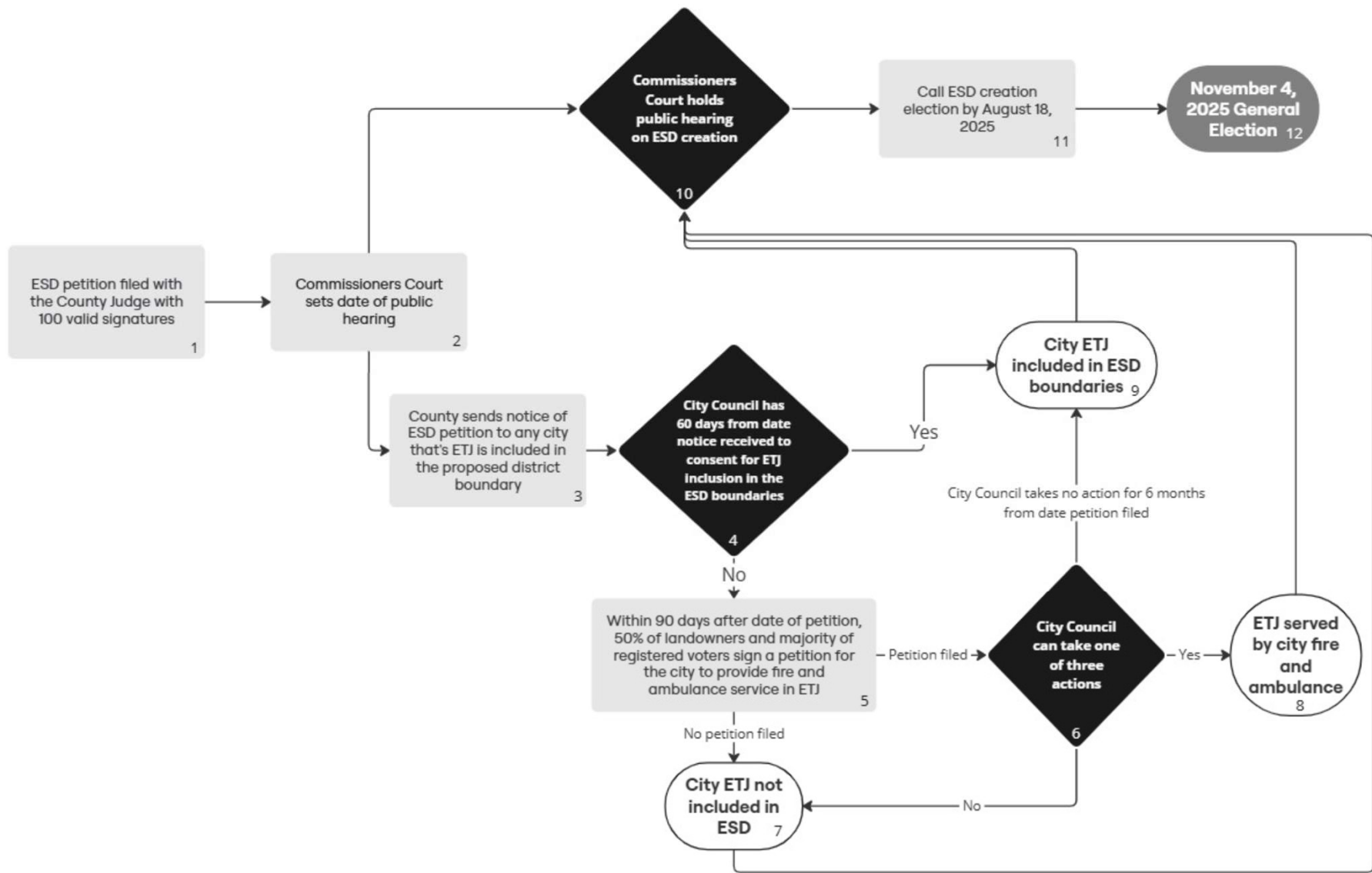
- Additionally, ESD voters can approve up to a two (2) cent sales tax in the unincorporated area.

Emergency Services District



- Texas Constitution, Article 3, Section 48-e

- Health and Safety Code Chapter 775 Petition
 - with metes and bounds description of the district signed by 100 eligible residents
 - Commissioners Court receives and calls the election
 - Cities have 60 days to determine if ETJ is included in the ESD
 - Existing MUDs, if included in the petition, can be part of the ESD



Gap Year

- **ESD Election – November 4, 2025**
- **Fire District Gap Year – October 1, 2025 – Sept. 30, 2026**
- **ESD Budget Effective – October 1, 2026**
- **Tax Collection – January 31, 2027**

Next Steps

- **Petition Process**
- **Municipal Consent of ETJ**
- **Election Process**
 - Public Hearing

Decision Points

- **ETJ Consent**
- **Gap Year Participation**



Questions?





Collin County Judge and Mayors Meeting: Fire Districts

January 30, 2025

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Agrees

Cities included in the Petition

- | | |
|--------------|-------------|
| Allen | McKinney |
| Anna | Melissa |
| Blue Ridge | Murphy |
| Celina | Nevada |
| Fairview | New Hope |
| Farmersville | Parker |
| Fate | Plano |
| Frisco | Princeton |
| Garland | Prosper |
| Hebron | Royse City |
| Josephine | St. Paul |
| Lavon | Trenton |
| Lowry | Van Alstyne |
| Crossing | Weston |
| Lucas | Wylie |

Emergency Services District



~350 ESDs in Texas



Commissioners Court appoints
Commission members (5 total) to
staggered two-year terms



ESD Board of Commissioners adopts the
tax rate and sets the budget annually
after the Commissioners Court sets the
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- \$0.10 constitutional cap on tax rate
- 3.5% voter-approval rate





Emergency Services District

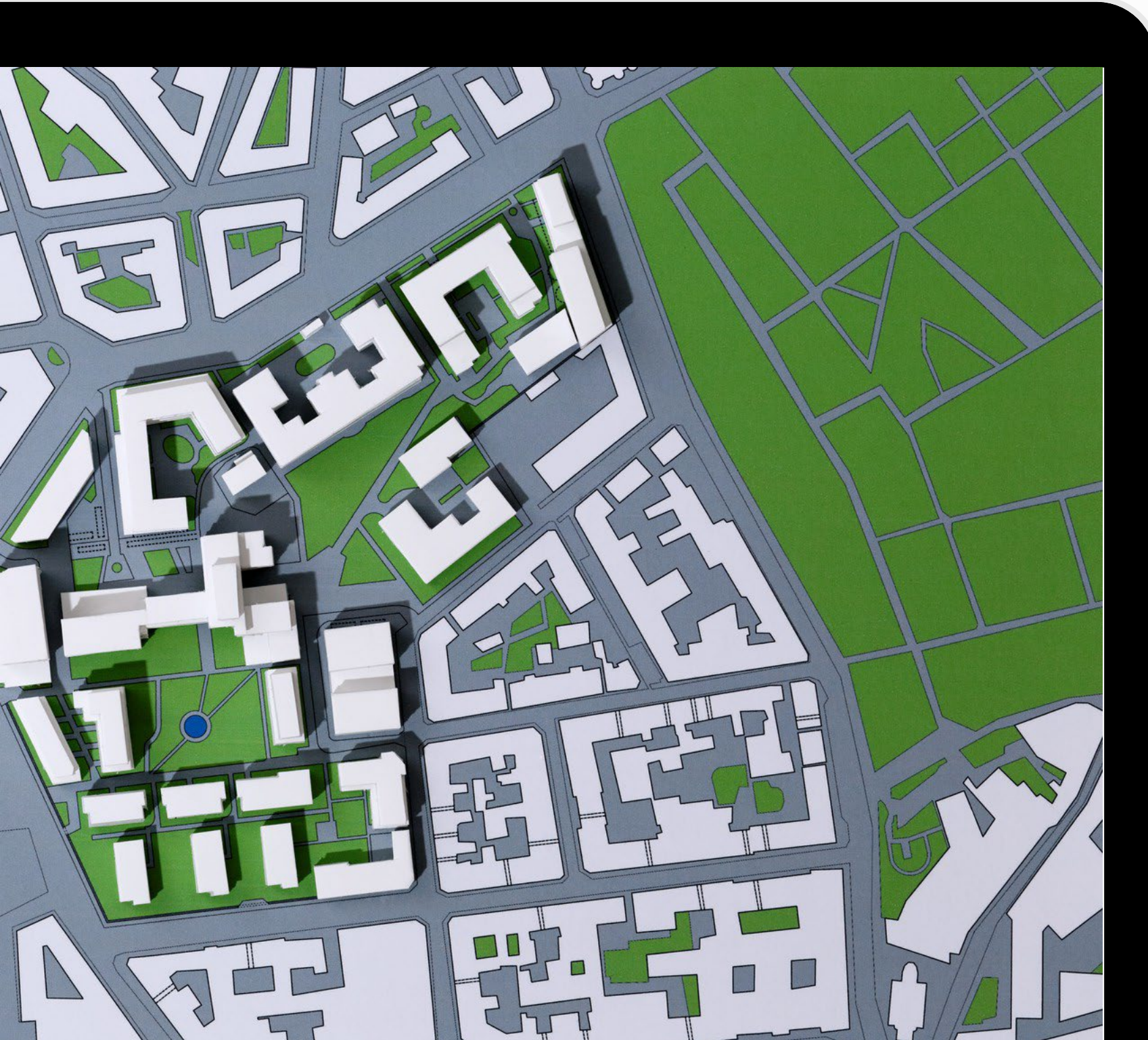
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Above demonstrates the range of possible ESD levy. If all cities allow their ETJ to be included in the ESD boundaries and MUDs are part of the ESD, there is \$23.2 billion in taxable value. If all cities do not allow their ETJs to be included in the ESD boundaries, the lowest taxable value is \$3.3 billion.

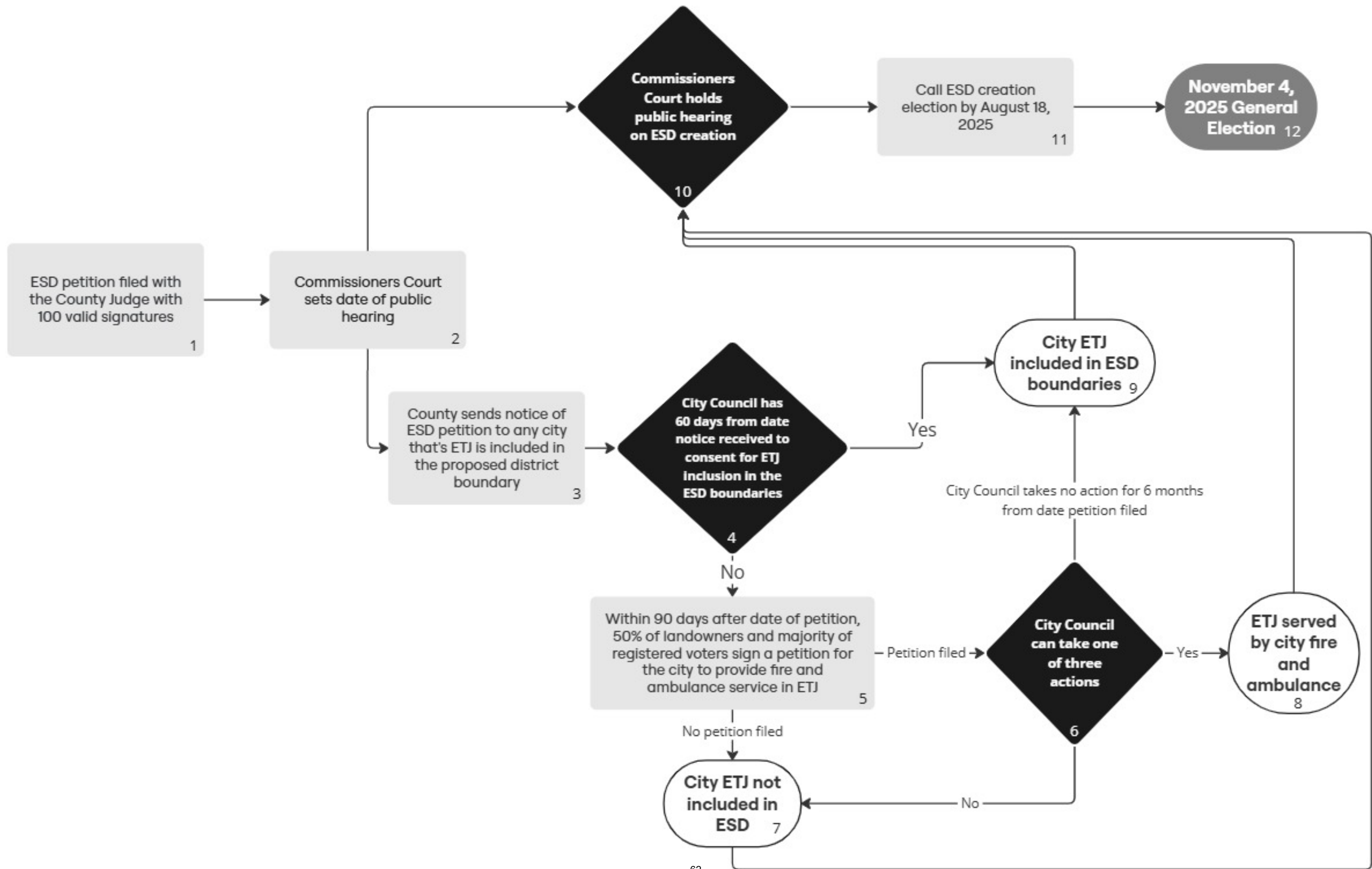
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Emergency Services District



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Next Steps

- **Petition Process**
- **Municipal Consent of ETJ**
- **Election Process**
 - Public Hearing

Decision Points

- **ETJ Consent**
- **Gap Year Participation**



Questions?



CITY OF LAVON

Agenda Brief

MEETING: April 15, 2025

ITEM: 6 - B

Item:

Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development Corporation to expend funds for a project to assist in the promotion of new and expanded business development in Lavon in the vicinity of SH 78, not to exceed \$11,768.01 for the cost of the project and providing an effective date.

Background:

On April 14, 2025, the Board of Directors of the Lavon Economic Development Corporation (LEDC) is scheduled to consider an application for business improvement to assist in the promotion of new and expanded business development in Lavon in the vicinity of SH 78 by JustENuffII. If the Directors vote to proceed, the next step is the presentation of the project to the City Council for consideration since the amount exceeds \$10,000.

As provided by state law, this application is developed pursuant to the Business Improvement Loan/Grant Project which was approved by City Council by Resolution No. 2023-02-27 after having been duly advertised in a public notice regarding the proposed project that was published in the September 27, 2023 edition of The Wylie News. Of the \$30,000 authorized for the Project, there are currently remaining funds of \$20,500.

The Local Government Code provides that a Type B economic development corporation may undertake a project with the City Council's approval.

Code Excerpt:

TEXAS LOCAL GOVERNMENT CODE

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES.

(a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

According to the Executive Director of the LEDC, the following are key points regarding the application of JustENuff II restaurant which will utilize funds authorized as part of the Business Improvement Project:

- The Business Plan for JustENuffII has been reviewed and may be approved by the LEDC on April 14, 2025.
- The retail site, 450 SH 78, will be leased from KWZ Inc. and the lease has been reviewed by the LEDC.
- The Building Permit for finish out has been issued and paid.
- Improvements for which a business improvement loan-grant is requested include a business sign, hood/fire suppression system for the kitchen and its installation, and a gas line.
- The total cost of these improvements has been paid by the applicant and the improvement grant/loan represents a reimbursement of expenditures.
- The loan/grant is for 50% of the total cost \$23,536.02 or \$11,768.01.
- If approved by Council, this authorization will become the basis of a loan agreement drafted by the City Attorney and will be in effect for 12 months after which, if the business remains in operation, the loan will become a grant.
- This application and consideration are developed as part of the guidelines for the Business Improvement Loan/Grant developed and approved through the Resolution No. 2023-02-27 and are included here for further review.

As permitted by the Open Meetings Act, the City Council may convene into Executive Session to discuss the matter.

Financial Implications:

The LEDC appropriated funds for the project in the Annual Budget as provided by the approved Project.

Staff Notes:

This is the first of two required readings and approval of the first reading is recommended. If the item is approved, the item will be scheduled for second reading on the May 6, 2025 agenda.

- Attachments:**
- 1) Proposed Resolution
 - 2) Resolution No. 2023-02-27

CITY OF LAVON, TEXAS
RESOLUTION NO. 2024-05

LEDC Project – Business Improvement Grant - JustEnuffII

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR A PROJECT TO ASSIST IN THE PROMOTION OF NEW AND EXPANDED BUSINESS DEVELOPMENT IN LAVON IN THE VICINITY OF SH 78, NOT TO EXCEED \$11,768.01 FOR THE COST OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 14, 2025, the Board of Directors of the Lavon Economic Development Corporation (LEDC) may vote to proceed with a project to assist in the promotion of new and expanded business development in Lavon in the vicinity of SH 78; and

WHEREAS, the Texas Local Government Code, Section 505.158 establishes the authority for the LEDC to undertake certain projects with the City Council of the City of Lavon’s approval; and

WHEREAS, the Project may include costs for the acquisition of lands, buildings, equipment, facilities and improvements and related necessary costs for the design, construction, renovating, equipping, improving, maintenance and operation of the land, buildings, equipment facilities and improvements; and

WHEREAS, this project assists in the promotion of new and expanded business development in Lavon and the City Council finds that approving the Project serves the best interests of the City, and the public health, safety and welfare of the City.

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

SECTION 1. That the City Council of the City of Lavon does hereby approve and authorize the Lavon Economic Development Corporation to expend funds a project to assist in the promotion of new and expanded business development in Lavon in the vicinity of SH 78, not to exceed \$11,768.01 for the cost of the project.

SECTION 2. That this resolution shall take effect from and after the date of the second reading.

FIRST READING: _____ **SECOND READING:** _____

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the _____ day of _____ 2025.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2023-02-07

LEDC – Business Improvement Loan/Grant Project

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR THE BUSINESS IMPROVEMENT LOAN/GRANT PROJECT, SUCH PROJECT NOT TO EXCEED \$30,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2023 the Board of Directors of the Lavon Economic Development Corporation (LEDC) conducted a public hearing and voted to proceed with the Business Improvement Loan/Grant Project; and

WHEREAS, the Texas Local Government Code, Section 505.158 establishes the authority for the LEDC to undertake certain projects with the City Council of the City of Lavon’s approval; and

WHEREAS, the project may include costs for the acquisition of buildings, equipment, facilities, and improvements, and related necessary costs for the design, construction, renovation, equipping, improving, maintenance, and operation of the land, buildings, equipment, facilities, and improvements; and

WHEREAS this project assists in the promotion of new and expanded business development in Lavon and the City Council finds that approving the Project serves the best interest of the City and the public health, safety, and welfare of the City.

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

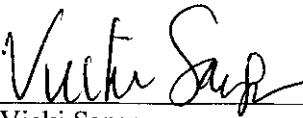
SECTION 1. That the City Council of the City of Lavon does hereby approve and authorize the Lavon Economic Development Corporation to expend funds for the Business Improvement Loan/Grant Project, such project not to exceed \$30,000.00.

SECTION 2. That this resolution shall take effect from and after the date of the second reading.

FIRST READING: February 21, 2023


SECOND READING: March 7, 2023

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 7 day of March 2023.

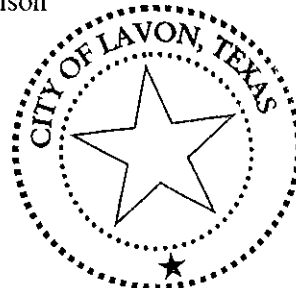


Vicki Sanson
Mayor

ATTEST:



Rae Norton
City Secretary





Business Improvement Loan/Grant Agreement



Purpose

Lavon City Council organized, in 2004, the Lavon Economic Development Corporation (LEDC) as a Type B Economic Development Corporation. Lavon voters approved the creation of the LEDC and authorized the use of ½ cent of the sales tax revenues to foster growth and development within the City.

The State of Texas Local Government Code, Title 12, Subtitle C1, Chapter 505.158, Type B Corporations in a municipality with a population of 20,000 or less may conduct a project to include “land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements found by the corporation’s board of director to promote new or expanded business development.” To foster growth and development within Lavon, the LEDC is actively marketing Lavon to attract new business and to assist the existing businesses to grow and thrive.

The LEDC’s purpose is to enhance the economic vitality of the City by encouraging safe and visually appealing business buildings and business sites. To this end, the LEDC is establishing a business improvement loan/grant. The Business Improvement Loan/Grant is to be sponsored, funded and monitored by the LEDC Board of Directors who may amend, adjust, or eliminate the project at any time. The goal is to assist the existing Lavon small businesses, to assist new businesses to come to Lavon to fill existing or proposed retail spaces, to add jobs, and to generate new property tax revenue and sale tax revenue.

Applicant for Building Improvement Loan/Grant

For purposes of this loan/grant, an applicant shall be a for-profit, retail small business, with \$2 million or less in annual sales, 20 or fewer employees, located within or to be located with the city limits of Lavon, within a retail zoned area. The applicant must be current on all ad valorem and sales taxes. An applicant may also be the owner of a retail zoned building within the city limits of Lavon, current on ad valorem and sales taxes and said building shall be no larger than 15,000 square feet and building site no larger than 3 acres.

Qualifying Loan/Grant Award & Terms

A loan may be provided for a successfully approved application. The loan shall be for no more than 50% of the proposed building improvement project cost. The loan cannot exceed \$9,500. The minimum loan to be considered shall be \$2,500. The applicant must match the approved loan amount. The project must be completed within 1 year of the loan award. Upon completion of the project, the loan may be forgiven and transformed into a grant if the project is successfully completed and all construction related bills paid before the end of the 12-month period. If the project is not completed within 12 months of the loan awarded date, then the loan principal and



interest shall be due within an additional 12 months. The loan principal and interest shall be paid monthly starting at the 13th month of the loan. A simple compounded monthly interest rate of 3% shall be applied to the loan starting at the 13th month of the loan. At the start of a project, the loan shall be issued in two phases with 50% of the loan provided at loan award. Remainder of the loan provided when the project demonstrates that all materials are ordered. Loan/grant award decisions of Lavon Economic Development Corporation Board of Directors are final.

Eligible Projects

The eligible building and building site project improvements shall be limited to:

- Rehabilitate, restore or enhance the façade, side and rear of a retail building including; Structural improvements to the façade; Painting of the façade, brick, stone or masonry installations; Door, window, storefront system/trim replacement or repair; Removal of exterior finishes, signs or façade materials; Awning installations; LEDC approved exterior lighting added to the façade exterior
- Retail signs on the façade of buildings excluding box signs
- Monument signs not exceeding 8 feet in height
- Parking lots paving and striping
- Sidewalk installations and patio installations
- Landscaping and lighting
- Air conditioning replacements or installations
- Grease traps required of the Plumbing Code
- Kitchen hoods required of the Fire Code
- Professional fees of an architect or engineer
- Interior finish out of a medical office or restaurant
- City Permit Fees

Application Fee and Additional Information Required

Applicant shall complete the official LEDC Building Improvement Loan/Grant application, sign and approve the loan/grant agreement, submit a \$50 application fee and submit the following required documents with the application:

1. Proof of ownership and/or right of occupancy such as a deed/lease
2. If the applicant does not own the property the applicant shall provide proof that the improvements are allowed and authorized by the Owner of the property
3. Photograph of existing conditions
4. Renderings, elevations, drawings of proposed improvements
5. Two detailed cost estimates from 2 separate contractors/suppliers of all proposed improvements



6. Proof of the required 50% cash match being available. If a loan is required to matched the required 50% LEDC building improvement loan/grant the applicant shall provide a copy of the bank application and notice from the bank that the funds are available as needed.
7. In-kind contributions may not be used as cash matches to the loan/grant.

Application and Approval Process

1. Applications shall be applied to the LEDC via email at info@lavonedc.com or by mail at: LEDC, P.O. Box 340, 120 School Road, Lavon, TX 75166.
2. Applications shall be received no later than noon on the first Monday of each month to be considered at the LEDC regular meeting which is second Monday of each month at 7:00 p.m. If not received by noon on the first Monday, the application will be considered at the monthly meeting following the current month.
3. Incomplete applications shall not be considered and will be returned to the applicant.
4. Application form and the agreement shall be on line under small business on the Lavon EDC website: www.lavonedc.com
5. All required attachments shall be provided.
6. The application will be considered and must be approved by the LEDC Board of Directors.
7. Application approval notice, shall be provided in writing. If an LEDC loan/grant award has certain provisions, conditions or other requirements of the LEDC, said provisions, conditions or other requirements shall be provided in writing.

Funding of the Loan/Grant

1. The loan shall be issued in two phases with 50% of the authorized loan provided upon loan agreement signed and agreed to and the remainder of the loan provided when the applicant demonstrated that all materials have been ordered. Funding authorization, for 50% of the loan, shall take place at the LEDC Board meeting where the Board's letter is considered, approved and acted upon.
2. The applicant shall be obligated to complete the improvements in accordance with the application within 12 months of the LEDC loan award. No modifications of the improvements shall be permitted without prior LEDC approval. Failure to obtain such written approval prior to making any modifications shall render the applicant ineligible to receive the business improvement loan, or if funds were dispensed, ineligible for the loan to convert to a grant.
3. The applicant shall be responsible for all City permits.
4. All improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive the grant funding.
5. Upon approval of the loan and during the construction of the improvements, a representative of



the LEDC shall have the right, at reasonable times, to have access to and inspect the work in progress.

6. The applicant shall not begin any improvements, related to the business improvement loan, prior to receiving the written approval of the loan approval and funding from the LEDC.
7. The applicant shall agree to remain in business and to not sell or assign such business or building to another person or entity for a period of twelve (12) months from the date of the approval of the grant.
8. Approval of the application and funding of the loan shall be with the understanding and with a written loan agreement.
9. Upon written notification to the LEDC, by the applicant, that a project has been completed, an inspection by an LEDC representative shall be made to confirm that such project has been completed in accordance with the application, written agreement, plans submitted with the application and any approved modification thereto. Such notification shall include, but not be limited to documentation of paid receipts for materials, labor, permits, inspection reports, or any other item that the LEDC may reasonably deem necessary for determining the project's completion.
10. Within thirty-one (31) days following the inspection required above, and confirmation of completion of the project in accordance with the application and any approved modifications thereto, the LEDC shall consider a letter of approval and the transformation of the loan to a grant. A copy of such letter shall also be provided to the applicant.
11. Within fifteen (15) days following an LEDC inspection and the presentation of the receipts by the applicant, a determination is made by the LEDC's representative that the project has not been completed in accordance with the application or any approved modification thereof, the LEDC shall issue a letter to the applicant indicating all areas of non-compliance. The applicant shall then have sixty (60) days from the date of the LEDC letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty (60) day period shall be deemed a default of the applicant's obligations under the loan/grant.
12. Available funding; the LEDC shall determine an annual budget for this project to fund the loan/grant program. Loan/grant applications received after the available funds have been exhausted may be considered the following fiscal year. The LEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.
13. Payments due by the applicant/owner shall be paid in full within thirty (30) days after the date of written notification by the LEDC that the applicant/owner is in default of any of the funding requirement set forth herein. The form of such payment shall be a cashier's check or money order, made payable to the Lavon Economic Development Corporation.
14. The Laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Business Improvement Loan/Grant and venue for any lawsuit or other



proceeding involving this program shall be in Collin County, Texas

15. If any provision of this business improvement loan/grant is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

The undersigned acknowledges and agrees to abide by and be subject to the terms and conditions of the Lavon Economic Development Corporation Business Improvement Loan/Grant as described herein.

Applicant _____

Address _____

Email Address _____

Telephone Number _____

Signature _____ **Date** _____

PROPERTY OWNER:

Name _____

Address _____

Email Address _____

Telephone Number _____

Signature _____ **Date** _____



Lavon Economic Development Corporation Business Improvement Loan/Grant Application

Date of Application: _____, 2020

APPLICANT INFORMATION

Name of Applicant _____

Applicant Contact Email _____

Applicant Telephone Number _____

Business Name _____

Address of the Business Improvement _____

City _____ State _____ ZIP CODE _____

BUSINESS OWNER (if different than above)

Name of Business Owner _____

Business Owner Email _____

Business Owner Telephone Number _____

Business Address of Business Owner _____

City _____ State _____ ZIP CODE _____

PROPERTY OWNER (if different than above)

Name of Property Owner _____

Property Owner Email _____

Property Owner Telephone Number _____

Business Property Address _____

City _____ State _____ ZIP CODE _____

Describe the proposed business improvements:

- 1. Provide Proof of ownership or right of occupancy such as a deed/lease.**
- 2. Provide written authorization that the applicant is allowed to make improvements and is authorized by the owner of the property.**
- 3. Provide photographs of existing conditions.**
- 4. Provide renderings, elevations, drawings of proposed improvements.**
- 5. Provide two detailed cost estimates from 2 separate contractors/suppliers of all proposed improvements.**
- 6. Provide proof that the applicant has the required 50% cash match. If a loan is required to match the required 50% LEDC building improvement loan/grant, the applicant shall provide a copy of the bank application and notice from the bank that the funds are available as needed.**

I (we) hereby certify that, to the best of our knowledge the above information is accurate as provided:

APPLICANT NAME (please print carefully):

Signature _____ Date _____

BUILDING OWNER APPROVAL OF APPLICATION NAME (please print carefully):

Signature _____ Date _____



CITY OF LAVON Agenda Brief

MEETING: April 15, 2025

ITEM: 6 - C

Item:

Discussion regarding possible street name changes associated with the eventual annexation of Elevation Sections 3, 4, and 5.

Background:

When the developer of Elevation petitions for the voluntary annexation of Sections 3, 4, and 5, a portion of county road will also be annexed into the corporate limits of the City. Pursuant to the amended and restated development agreement, the developer is reconstructing and widening the roadway where it is adjacent to the project.

To more accurately reflect the jurisdictional responsibilities for law enforcement, emergency services, and maintenance on the roadway, the staff recommends consideration of a street name change.

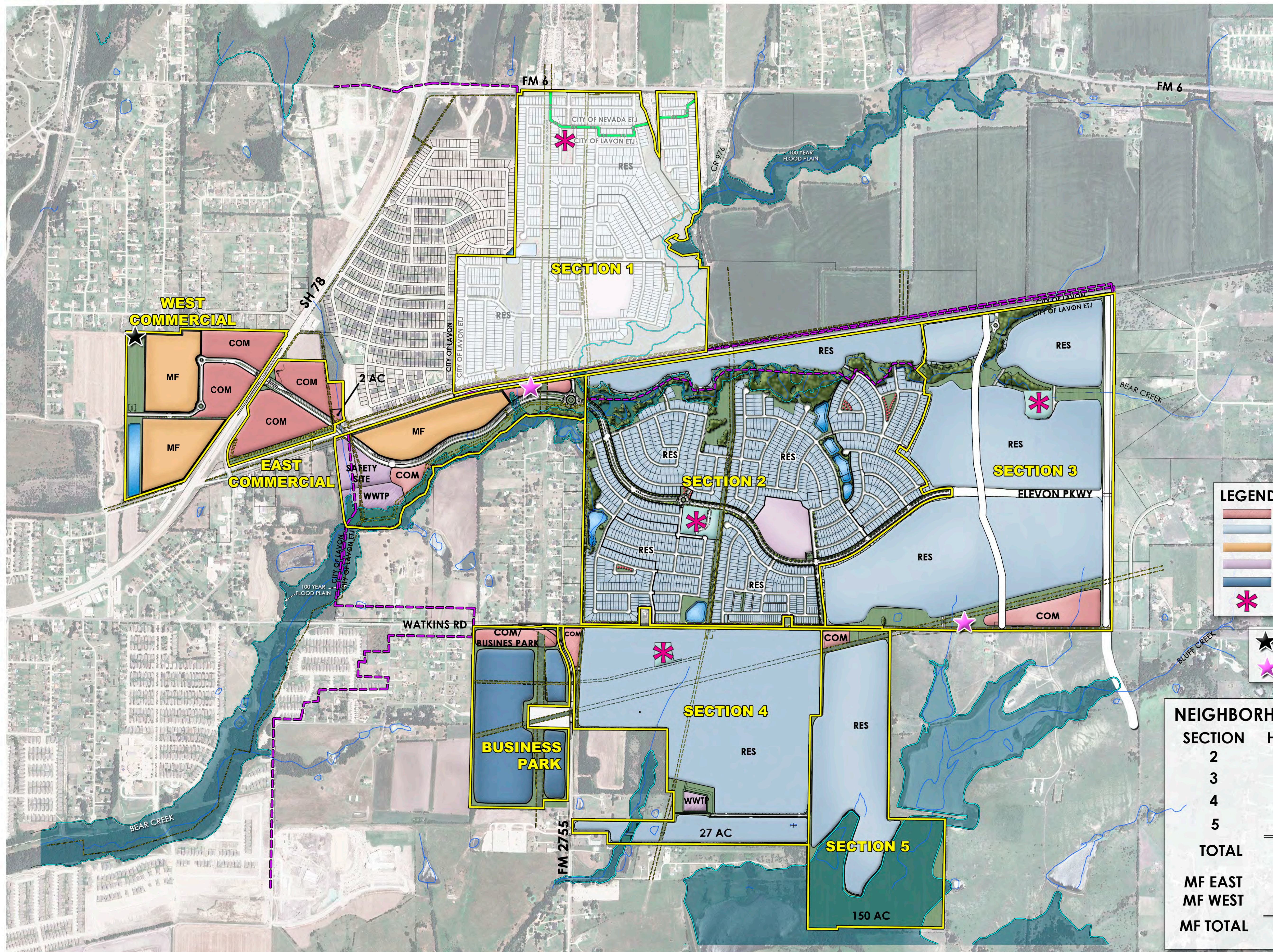
Financial Implication:

There are no implications.

Staff Notes:

Direction is sought.

Attachments: Elevation Concept Plan and Road Plan



LEGEND

- COM = COMMERCIAL
- RES = RESIDENTIAL
- MF = MULTIFAMILY
- MUNICIPAL USE
- BUSINESS PARK
- AMENITY CENTER

- RELOCATED SIREN
- NEW SIREN

NEIGHBORHOOD DATA

SECTION	HOMES
2	1,490
3	1,338
4	1,016
5	529
TOTAL	4,373
MF EAST	481
MF WEST	519
MF TOTAL	1,000

EXHIBIT C-1 CONCEPT PLAN

LEGEND

- M4D 90' ROW - 4 LANE DIVIDED
- C2U 60' ROW - 2 LANE UNDIVIDED
- C2D 70' ROW - 2 LANE DIVIDED
- C4U 70' ROW - 4 LANE UNDIVIDED
- P6D 120' ROW - 6 LANE DIVIDED
- CITY LIMIT LINE
- ROUND-A-BOUT
- AMENITY CENTER

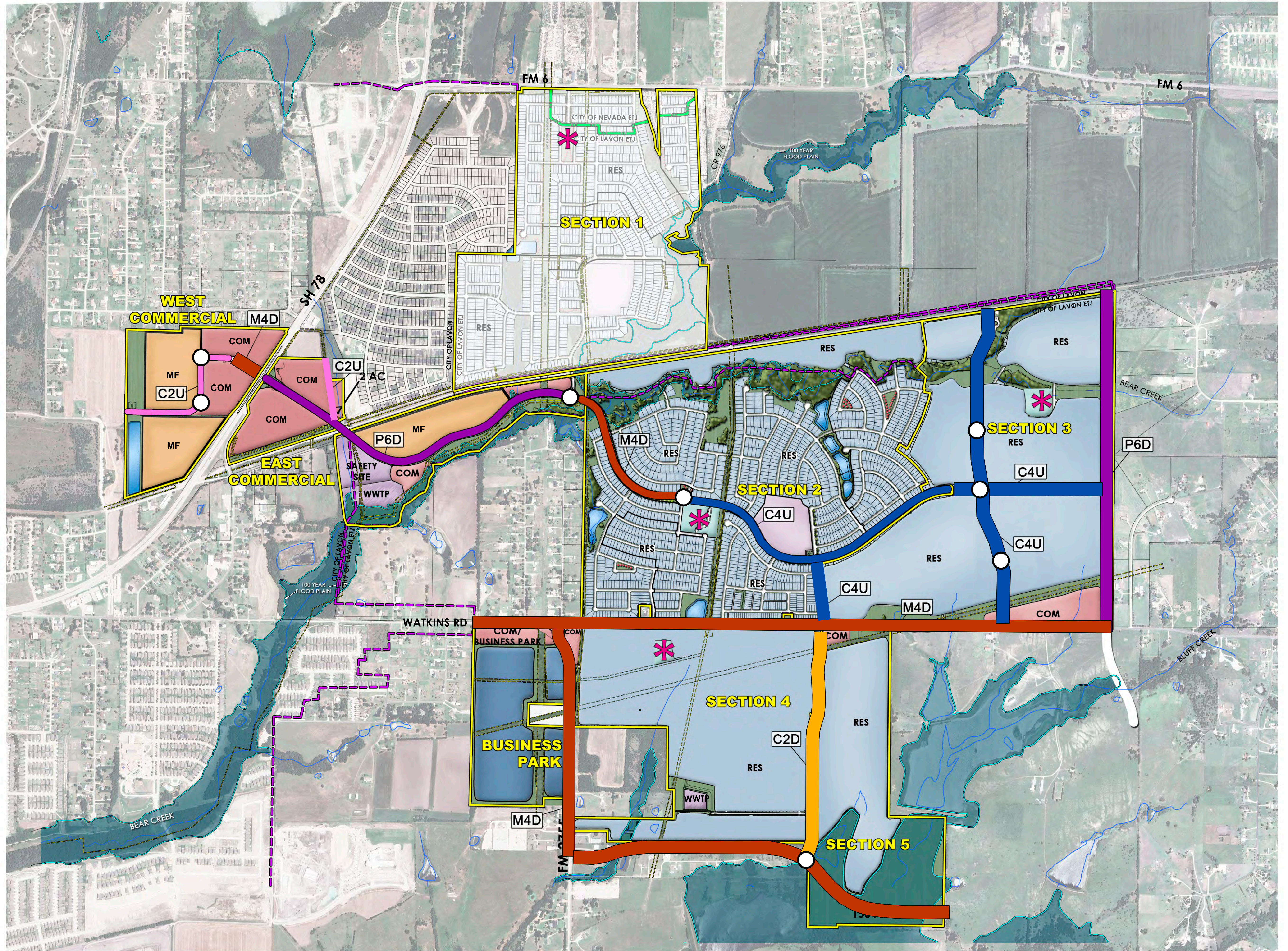


EXHIBIT C-3 ROAD PLAN



CITY OF LAVON Agenda Brief

MEETING: April 15, 2025

ITEM: 7

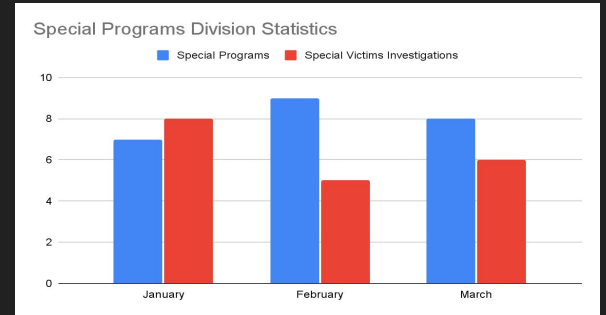
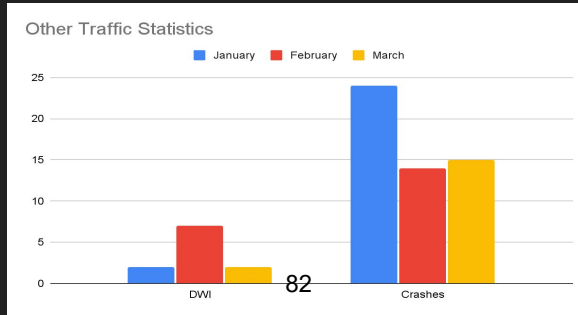
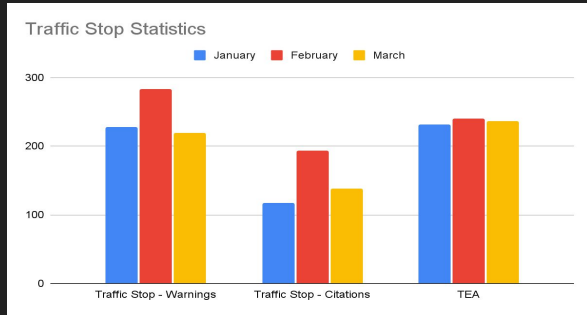
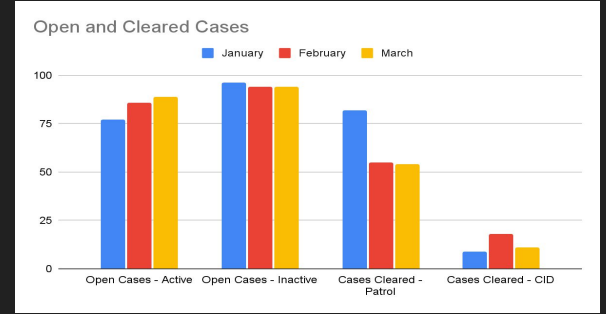
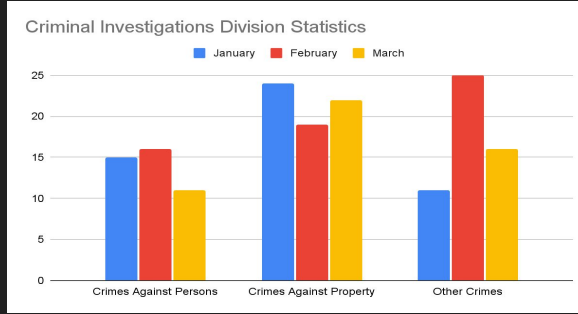
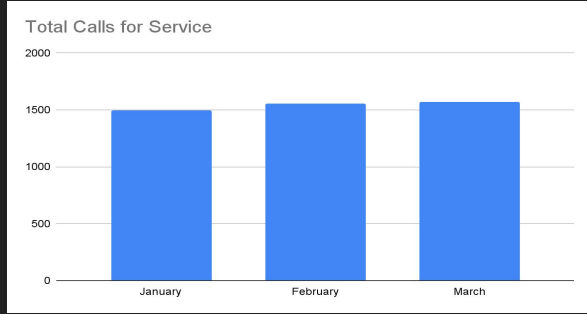
Item:

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 – utilities, capital projects, public works, and street maintenance report.
- D.** Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Finance Report; TxDOT Project reports; building remodels; and administration and staff report.

Lavon Police Department March 2025 Activity





Lavon Police Department March 2025 Activity



Total Calls for Service	1572
--------------------------------	-------------

Criminal Investigations Division	
Crimes Against Persons	11
Crimes Against Property	22
Other Crimes	16

Special Programs Division	
Special Programs	8
Special Victims Investigations	6

Open and Cleared Cases	
Open Cases - Active	89
Open Cases - Inactive	94
Cases Cleared - Patrol	54
Cases Cleared - CID	11

Traffic Statistics	
Traffic Stop - Warnings	219
Traffic Stop - Citations	138
TEA	236
DWI	2
Crashes	15



LAVON FD - INCIDENT REPORT

MARCH '25

TOTAL INCIDENTS: 94

YTD TOTAL INCIDENTS: 270
FIRE 36%
EMS 64%

EVENTS

STRUCTURE FIRE	2
MOBILE PROPERTY (VEHICLE) FIRE	1
NATURAL VEGETATION FIRE	3
EMERGENCY MEDICAL SERVICE (EMS)	72
ELECTRICAL WIRING/EQUIP. PROBLEM	1
PERSON IN DISTRESS	1
WATER PROBLEM	4
PUBLIC SERVICE ASSISTANCE	1
DISPATCHED AND CANCELED EN ROUTE	3
WRONG LOCATION/NO EMERGENCY FOUND	1
SYSTEM OR DETECTOR MALFUNCTION	2
UNINTENTIONAL SYSTEM/DETECTION	3
MARCH TOTAL INCIDENTS	94

**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2024-2025**

PERMITS	March-2025	Calendar Year 2025	Permit Valuations	March-2024	Calendar Year 2024	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	28	49	\$205,302.85	7	14	\$6,992.00
SINGLE FAMILY	60	151	\$552,400.50	56	201	\$744,658.04
Multi-Family	46	46	\$81,098.00	85	184	\$317,285.52
POOLS	1	4	\$1,600.00	1	1	\$400.00
OTHERS	92	306	\$39,711.90	49	148	\$27,729.00
* Elevon Section 1 MUD Sewer	47	48		8	8	
TOTAL	274	604	\$880,113.25	206	556	\$1,097,064.56
* first month reporting/not comulative						

**Collin County Tax Office
Detail Collections Report Summary**

Printed 4/1/2025 10:04 AM

Page 1 of 1

Deposit Date from 10/1/2024 to 3/31/2025 and Tax Unit = {LAVON CITY} AND Exclude Overpay Refunds = True

Type	Gen Operating	Interest Sinking	Special 1	Total
18 - LAVON CITY				
Current				
Levy	2,560,438.15	2,148,454.67	0.00	4,708,892.82
Interest	250.87	210.53	0.00	461.40
Penalty	1,257.91	1,055.49	0.00	2,313.40
Collection Fees	0.00	0.00	0.00	0.00
LateAg	171.05	0.00	0.00	171.05
Rendition Penalty	213.84	0.00	0.00	213.84
VIT Overage Payment	1.35	0.00	0.00	1.35
Recalc Refund	(4,150.09)	(3,482.30)	0.00	(7,632.39)
Current Total:	2,558,183.08	2,146,238.39	0.00	4,704,421.47
Delinquent				
Levy	6,527.36	2,915.05	0.00	9,442.41
Ag Levy	1,518.58	1,041.23	0.00	2,559.81
Interest	216.84	94.51	0.00	311.35
Penalty	243.67	106.97	0.00	350.64
Collection Fees	564.71	0.00	0.00	564.71
Bankruptcy Interest	14.20	0.00	0.00	14.20
Recalc Refund	(4,827.46)	(2,157.13)	0.00	(6,984.59)
Delinquent Total:	4,257.90	2,000.63	0.00	6,258.53
Grand Total:	2,562,440.98	2,148,239.02	0.00	4,710,680.00

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 AND Year End Date = 04/01/2025 AND Month Range from 03/01/2025 to 03/31/2025 and Tax Units = {multiple}

18 - LAVON CITY

CURRENT YEAR INFORMATION

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
1,297,746,729	123,436,296	1,174,310,433	0.420000	4,932,103.82	4,800,678.16	131,426.03	4,932,104.19
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
1,315,646,850	143,612,448	1,172,034,402	0.420000	4,922,544.49	4,794,507.93	128,036.90	4,922,544.83
Start Value	Net Value Adj	Start Value + Net Value Adj			Actual Current Value		
1,297,746,729	17,900,121	1,315,646,850			1,315,646,850		
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj			Actual Current Exemption		
123,436,296	20,176,152	143,612,448			143,612,448		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
2006	27.04	0.00	0.00	0.00	0.00	27.04	0.00	0.00
2007	46.95	0.00	0.00	0.00	0.00	46.95	0.00	0.00
2008	44.60	0.00	0.00	0.00	0.00	44.60	0.00	0.00
2009	44.60	0.00	0.00	0.00	0.00	44.60	0.00	0.00
2010	44.60	0.00	0.00	0.00	0.00	44.60	0.00	0.00
2011	329.39	0.00	0.00	0.00	0.00	329.39	0.00	0.00
2012	51.95	0.00	0.00	0.00	0.00	51.95	0.00	0.00
2013	49.03	0.00	0.00	0.00	0.00	49.03	0.00	0.00
2014	74.09	0.00	0.00	0.00	0.00	74.09	0.00	0.00
2015	74.09	0.00	0.00	0.00	0.00	74.09	0.00	0.00
2016	75.71	0.00	0.00	0.00	0.00	75.71	0.00	0.00
2017	91.66	0.00	0.00	0.00	0.00	91.66	0.00	0.00
2018	185.34	0.00	0.00	0.00	0.00	185.34	0.00	0.00
2019	374.21	(57.47)	(57.47)	0.00	0.00	316.74	(57.47)	0.00
2020	792.31	(28.91)	(28.91)	0.00	667.93	95.47	(28.91)	87.49
2021	1,307.70	0.00	0.00	0.00	735.29	572.41	0.00	56.22
2022	7,429.92	(241.82)	(18.51)	26.42	1,598.90	5,812.51	(268.24)	21.57
2023	11,957.73	(428.07)	76.62	903.45	2,015.51	10,018.84	(544.47)	16.74

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 AND Year End Date = 04/01/2025 AND Month Range from 03/01/2025 to 03/31/2025 and Tax Units = {multiple}

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
2024	4,800,678.16	(593.24)	(6,170.23)	22,049.50	4,701,260.43	93,247.50	(794.28)	98.05
TOTAL	4,823,679.08	(1,349.51)	(6,198.50)	22,979.37	4,706,278.06	111,202.52	(1,693.37)	
DELQ TOTAL	23,000.92	(756.27)	(28.27)	929.87	5,017.63	17,955.02	(899.09)	

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

Lavon

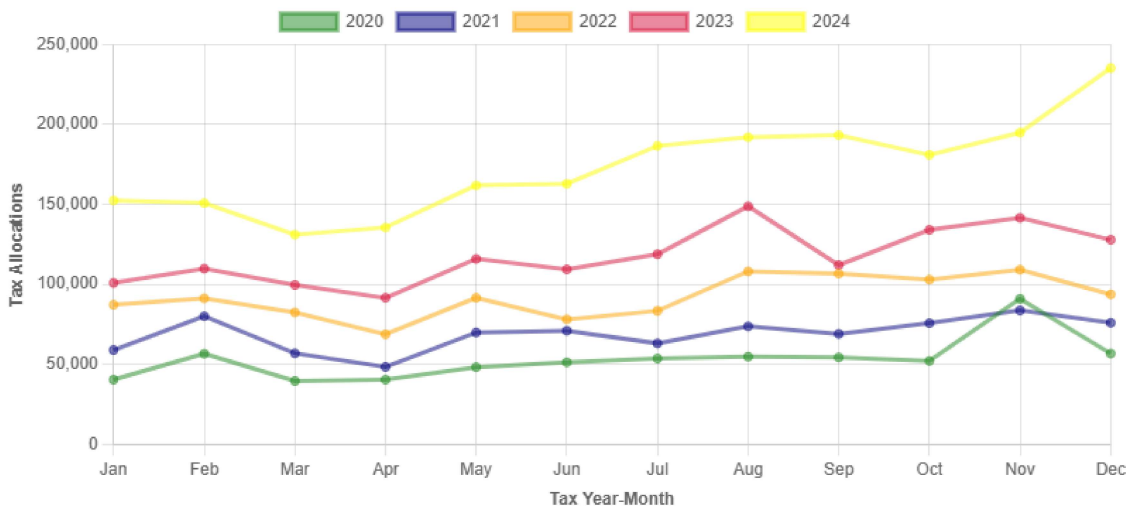
Change Fiscal Year End

09/30/2026

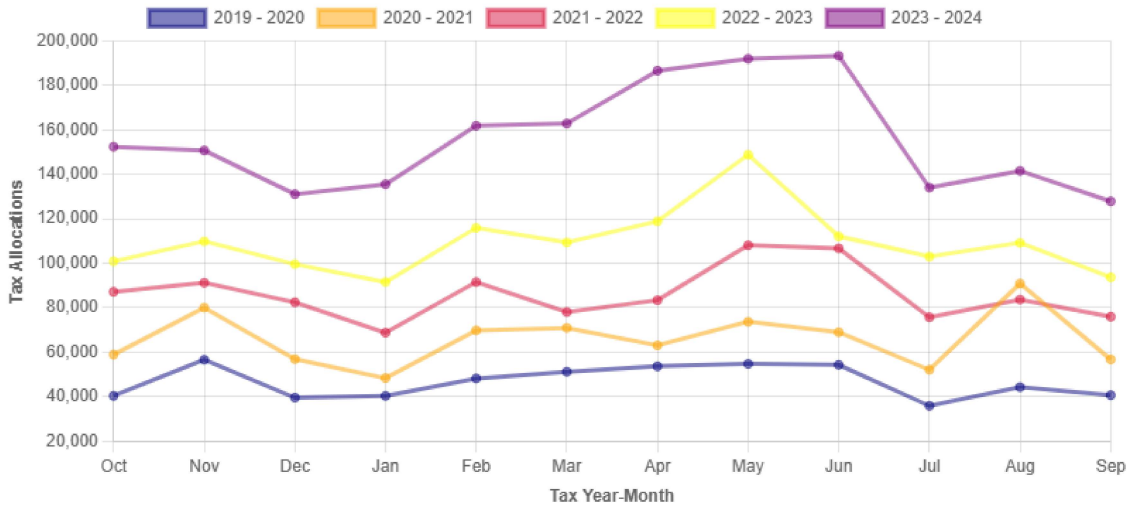
Submit

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	\$180,996	\$194,857	\$235,289	\$201,314	\$264,324	\$186,890	\$190,696	\$0	\$0	\$0	\$0	\$0	\$1,454,365
2024	\$134,039	\$141,570	\$127,841	\$152,417	\$150,800	\$131,069	\$135,523	\$161,850	\$162,865	\$186,605	\$191,992	\$193,307	\$1,869,879
2023	\$102,983	\$109,154	\$93,701	\$100,881	\$109,816	\$99,622	\$91,542	\$115,892	\$109,339	\$118,823	\$148,816	\$112,044	\$1,312,613
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

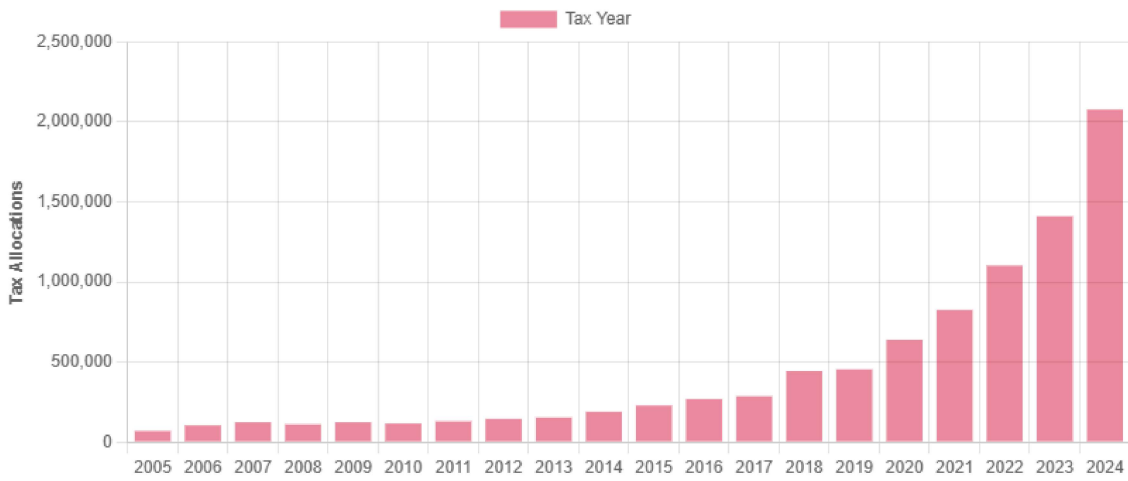
Monthly - Sales Tax Allocations - By Calendar Year



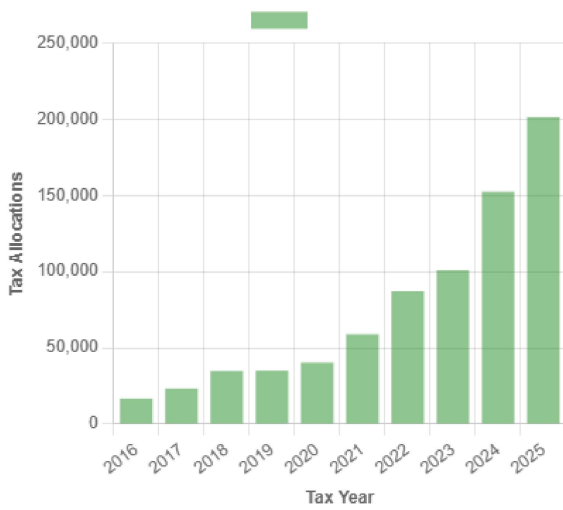
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



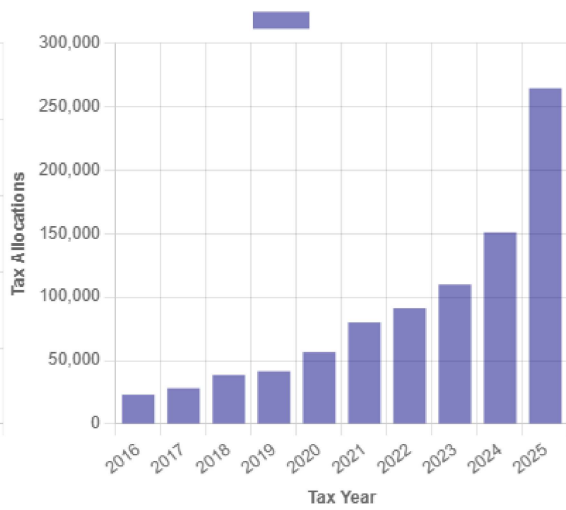
Yearly - Sales Tax Allocations - Past 20 Years



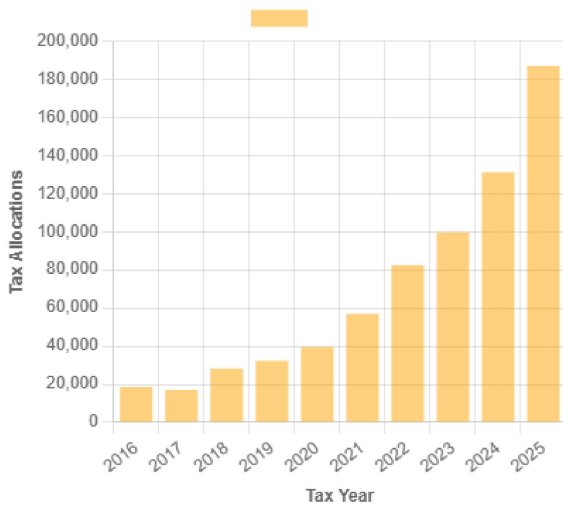
January - Sales Tax Allocations by Year



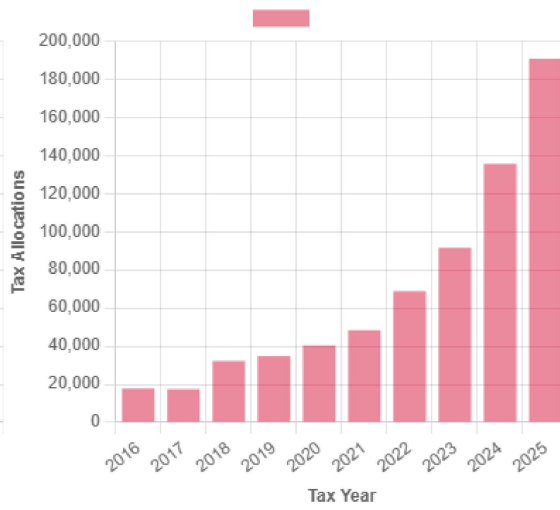
February - Sales Tax Allocations by Year



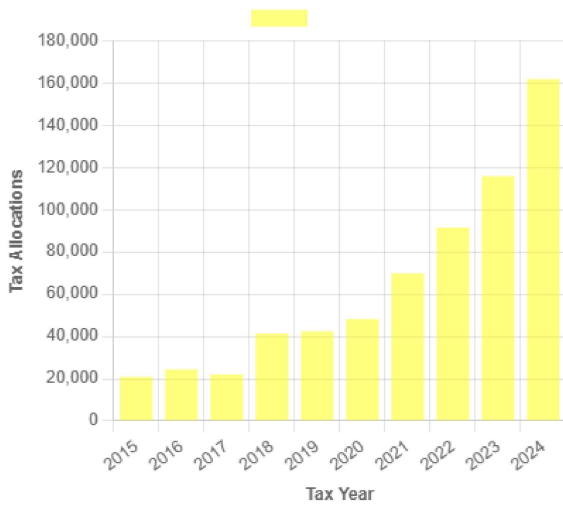
March - Sales Tax Allocations by Year



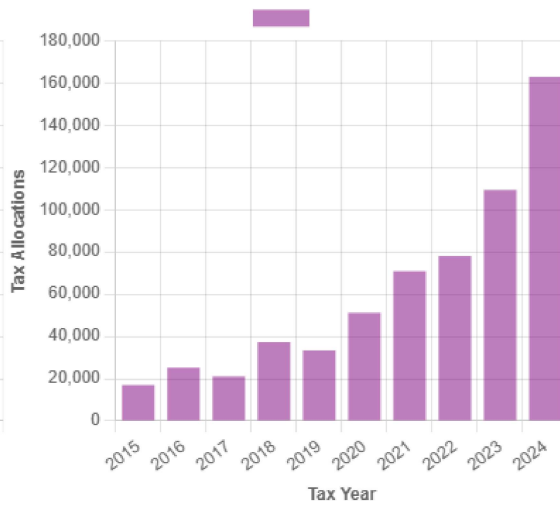
April - Sales Tax Allocations by Year



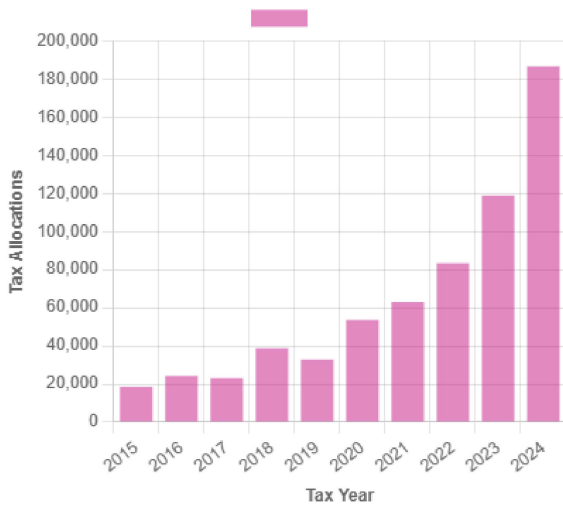
May - Sales Tax Allocations by Year



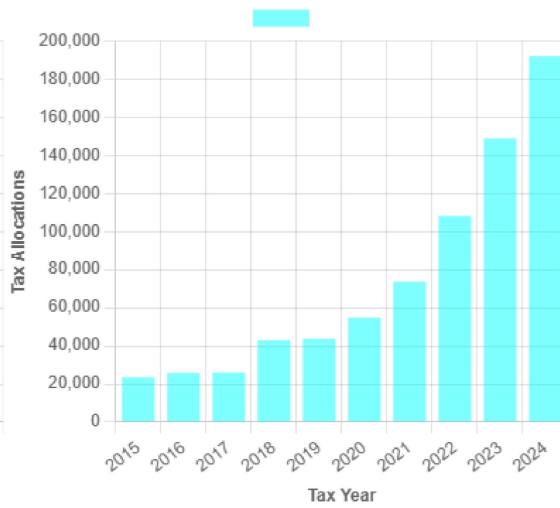
June - Sales Tax Allocations by Year



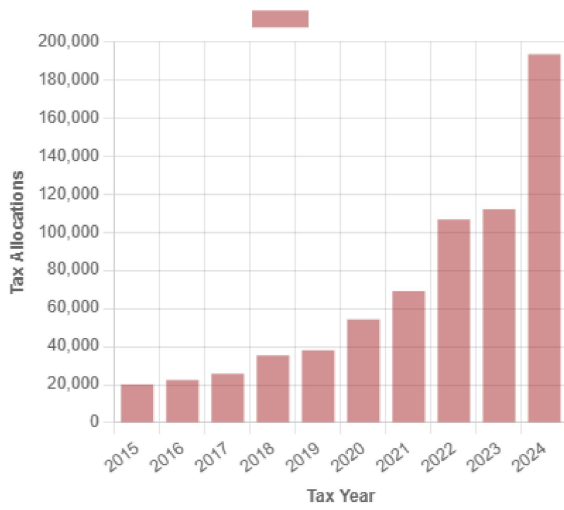
July - Sales Tax Allocations by Year



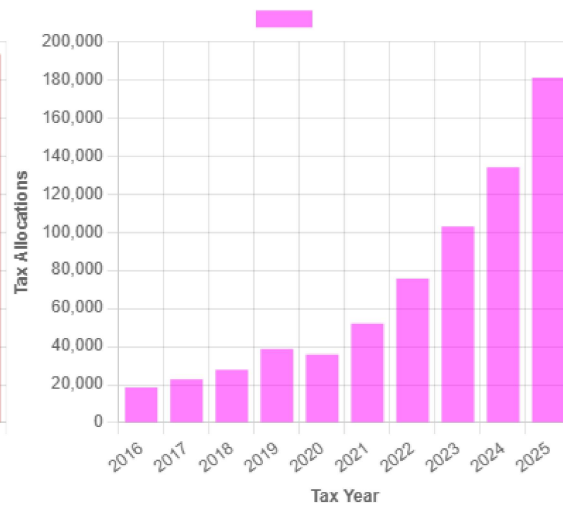
August - Sales Tax Allocations by Year



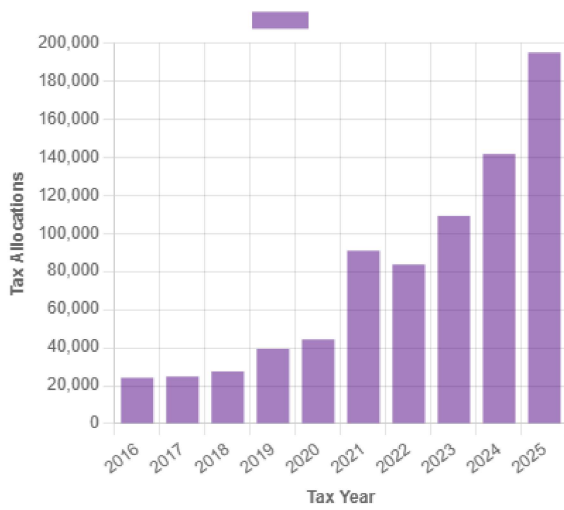
September - Sales Tax Allocations by Year



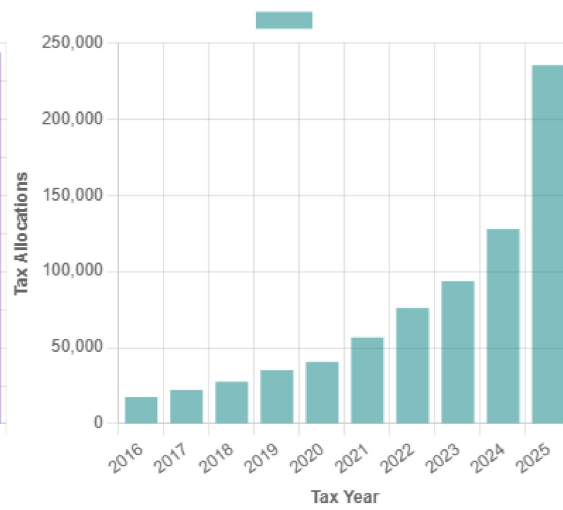
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



City of Lavon

Monthly Financial Report

3/31/2025

	Budget	YTD	Remaining	% Budget
General Fund				
Other Funding	8,572,096	8,572,096		
Revenue	6,815,390	6,859,252	(43,862)	100.64%
Expenses	10,228,000	4,149,471	6,078,529	40.57%
Ending Resources	5,159,486	11,281,877		
Interest & Sinking				
Beginning Resources	433,155	433,155		
Revenue	2,067,960	2,152,107	(84,147)	104.07%
Expenses	2,050,250	1,233,370	816,880	60.16%
Ending Resources	450,865	1,351,892		
Streets - Tax Funded				
Beginning Resources	1,354,846	1,354,846		
Revenue	450,000	315,917	134,083	70.20%
Expenses	1,615,000	-	1,615,000	0.00%
Ending Resources	189,846	1,670,763		
Streets - Fee Funded				
Beginning Resources	415,570	415,570		
Revenue	-	-	-	0.00%
Expenses	275,000	-	275,000	0.00%
Ending Resources	140,570	415,570		
Municipal Court Security				
Beginning Resources	22,240	22,240		
Revenue	3,500	2,710	790	77.42%
Expenses	2,400	1,025	1,375	42.71%
Ending Resources	23,340	23,925		
TIRZ 2 Fund				
Beginning Resources	49,860	49,860		
Revenue	171,300	654	170,646	0.38%
Expenses	10,000	4,550	5,450	45.50%
Ending Resources	211,160	45,964		
Utilities				
Beginning Resources	13,926,509	13,926,509		
Revenue	6,575,000	4,025,907	2,549,093	61.23%
Expenses	13,138,340	1,485,404	11,652,936	11.31%
Ending Resources	7,363,169	16,467,012		

City of Lavon

General Fund Summary

3/31/2025

	Budget	YTD	Remaining	% Budget
REVENUES				
Total Taxes	3,568,400	3,401,007	167,392	95%
Total Transfers	1,257,340	1,257,340	-	100%
Total Other General Government	151,000	56,119	94,881	37%
Administration	36,000	7,000	30,000	19%
Municipal Court	3,000	2,797	204	93%
Police	76,500	48,998	27,502	64%
Fire	180,000	35,821	144,179	20%
Parks & Rec	-	140	(140)	NA
Development Services	1,543,150	2,050,030	(506,880)	133%
Total Revenues	6,815,390	6,859,252	(42,862)	101%
EXPENDITURES				
OPERATIONS				
Administration	869,030	419,952	449,078	48%
Non-Departmental	256,630	132,069	124,561	51%
Municipal Court	114,225	47,066	67,159	41%
Police	2,958,035	1,308,025	1,650,010	44%
Fire	2,256,185	997,663	1,258,522	44%
Parks & Rec	15,000	900	14,100	6%
Development Services	952,045	749,034	203,011	79%
Public Works	811,850	369,857	441,992	46%
Total Operations Expenditures	8,233,000	4,024,566	4,208,434	49%
CAPITAL				
Administration Capital Outlay	-	-	-	NA
Non-Departmental Capital Outlay	25,000	-	25,000	0%
Police Capital Outlay	306,000	33,181	272,819	11%
Fire Capital Outlay	1,489,000	29,296	1,459,704	2%
Parks & Rec Capital Outlay	30,000	-	30,000	0%
Development Services Capital Outlay	30,000	-	30,000	2%
Public Works Capital Outlay	115,000	62,428	52,572	54%
Total Capital Outlay	1,995,000	124,905	1,870,095	6%
Total Expenditures	10,228,000	4,149,471	6,078,529	41%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
ESTIMATED BEGINNING RESOURCES					
	Est. Beginning Resources - Unrestricted	2,228,503	2,228,503		100.00%
	Est. Beginning Resources - Assigned for Capita	6,343,593	6,343,593		100.00%
REVENUES					
Taxes					
10-00-4001	Property Taxes	2,445,150	2,557,871	(112,721)	104.61%
10-00-4040	Sales & Use Tax	900,000	631,835	268,165	70.20%
10-00-4045	Mixed Beverage Sales Tax	2,500	2,089	411	83.54%
10-00-4060	Franchise Fees	220,750	209,213	11,537	94.77%
	Total Taxes	3,568,400	3,401,007	167,392	95.31%
Other General Government					
10-00-4500	Interest Income	150,000	55,949	94,051	37.30%
10-00-4690	Sale of Property	-	170	(170)	NA
10-00-4799	Miscellaneous Revenue	1,000	-	1,000	0.00%
	Total Other General Government	151,000	56,119	94,881	37.16%
Transfers In					
10-00-4801	Transfer from Utility Fund - Sewer	695,000	695,000	-	100.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000	144,000	-	100.00%
10-00-4808	Transfer from Utility Fund - Sewer (Debt)	418,340	418,340	-	100.00%
	Total Transfers	1,257,340	1,257,340	-	100.00%
Administration					
10-10-4101	PID Administrative Services	30,000	-	30,000	0.00%
10-10-4405	Building Rent - LEDC	6,000	6,000	-	100.00%
10-10-4602	Donations - City Programs	-	1,000	-	NA
	Total Administration	36,000	7,000	30,000	19.44%
Municipal Court					
10-25-4215	Court Fees	3,000	2,345	656	78.15%
10-25-4219	Court - Payment Plan Fees	-	452	(452)	NA
	Total Municipal Court	3,000	2,797	204	93.22%
Police Department					
10-45-4240	Police - Fines/Fees	75,000	48,527	26,473	64.70%
10-45-4245	Police - Warrant Fees/Fines	1,500	471	1,029	31.40%
	Total Police Department	76,500	48,998	27,502	64.05%
Fire Department					
10-55-4160	Fire Service Contract	150,000	24,079	125,921	16.05%
10-55-4161	Surefire Reimbursements	30,000	10,781	19,219	35.94%
10-55-4602	Donations	-	962	(962)	NA
	Total Fire Department	180,000	35,821	144,179	19.90%
Parks & Rec Department					
10-65-4130	Facility Rental	-	140	(140)	NA
	Total Parks & Rec Department	-	140	(140)	NA
Development Services					
10-75-4271	Residential Rental Property Registration	17,000	23,300	(6,300)	137.06%
10-75-4305	General Permits	250,000	183,845	66,155	73.54%
10-75-4310	Land Use Application Fees	45,000	65,886	(20,886)	146.41%
10-75-4315	New Building Permits	725,000	1,273,096	(548,096)	175.60%
10-75-4325	Food Service Inspection Permits	5,750	4,384	1,366	76.24%
10-75-4350	OSSF Permits	400	-	400	0.00%
10-75-4355	Infrastructure Inspection Fees	500,000	499,520	480	99.90%
	Total Development Services	1,543,150	2,050,030	(506,880)	132.85%
Total General Fund Revenues		6,815,390	6,859,252	(43,862)	100.64%
Total Source of Funds		15,387,486	15,431,348	(43,862)	100.29%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
EXPENDITURES					
Administration Services					
10-10-5000	Salaries & Wages	428,400	215,288	213,112	50%
10-10-5011	Overtime	1,000	447	553	45%
10-10-5025	Health Insurance	63,000	24,658	38,342	39%
10-10-5030	Payroll Taxes	32,850	16,859	15,991	51%
10-10-5035	Retirement	72,230	39,634	32,596	55%
10-10-5040	Texas Workforce Commission	900	315	585	35%
10-10-5045	Workers Comp	1,050	1,050	0	100%
10-10-5100	Office Supplies	4,500	2,166	2,334	48%
10-10-5101	Council Supplies	1,500	749	751	50%
10-10-5107	Community Event Supplies	25,500	17,558	7,942	69%
10-10-5190	Furniture & Office Equipment	3,000	821	2,179	27%
10-10-5401	Attorney	45,000	15,980	29,020	36%
10-10-5410	Auditor	20,000	13,500	6,500	68%
10-10-5425	Tax Assessor/Collector	5,000	-	5,000	0%
10-10-5430	Central Appraisal District	32,000	16,170	15,831	51%
10-10-5440	Professional Services - Other	74,000	10,148	63,853	14%
10-10-5510	Advertising & Legal Notices	18,000	16,789	1,211	93%
10-10-5520	SAAS Contracts (software/app service)	8,100	-	8,100	0%
10-10-5545	Election Services	8,000	8,399	(399)	105%
10-10-5700	Membership Dues & Fees	6,000	9,274	(3,274)	155%
10-10-5720	Travel & Meals	3,500	1,716	1,784	49%
10-10-5725	Training & Licenses	4,500	1,711	2,789	38%
10-10-5730	Staff Development	3,500	2,713	787	78%
10-10-5735	Council Training & Travel	7,500	4,008	3,492	53%
	Total Administration Operations	869,030	419,952	449,078	48%
Admin Capital Outlay					
10-10-9103	Improvements	-	-	-	NA
	Total Admin Capital Outlay	-	-	-	NA
	Total Admin Services	869,030	419,952	449,078	48%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
Non-Departmental					
10-15-5100	Office Supplies	10,000	3,455	6,545	35%
10-15-5200	Phone, Internet	19,500	2,069	17,431	11%
10-15-5210	Electricity	6,500	2,534	3,966	39%
10-15-5220	Natural Gas	6,500	4,774	1,726	73%
10-15-5230	Water	750	463	287	62%
10-15-5305	Building Maintenance	10,000	11,396	(1,396)	114%
10-15-5310	Grounds Maintenance	2,000	115	1,885	6%
10-15-5440	Professional Services - Other	75,540	4,267	71,273	6%
10-15-5460	Insurance - Management Liability	6,020	7,318	(1,298)	122%
10-15-5470	Insurance - Facilities	36,300	32,337	3,963	89%
10-15-5475	Insurance - Vehicles & Equipment	28,820	29,721	(901)	103%
10-15-5520	SAAS Contracts (software/app service)	19,200	126	19,074	1%
10-15-5525	Technology Services Contract	23,500	27,041	(3,541)	115%
10-15-5540	Cleaning Service	7,000	3,127	3,873	45%
10-15-5601	Office/Equipment Leases	5,000	3,327	1,673	67%
	Total Non-Departmental Operations	256,630	132,069	124,561	51%
Non-Departmental Capital Outlay					
10-15-9103	Improvements	25,000	-	25,000	0%
	Total Non-Departmental Capital Outlay	25,000	-	25,000	0%
	Total Non-Departmental	281,630	132,069	149,561	47%
Municipal Court Services					
10-25-5000	Salaries & Wages	60,375	27,819	32,556	46%
10-25-5011	Overtime	1,000	-	1,000	0%
10-25-5025	Health Insurance	12,600	6,060	6,540	48%
10-25-5030	Payroll Taxes	4,695	2,286	2,410	49%
10-25-5035	Retirement	10,325	5,116	5,209	50%
10-25-5040	Texas Workforce Commission	180	63	117	35%
10-25-5045	Workers Comp	200	185	15	92%
10-25-5100	Office Supplies	2,000	863	1,137	43%
10-25-5402	Judge	8,500	1,350	7,150	16%
10-25-5403	Prosecutor	13,000	3,075	9,925	24%
10-25-5515	Credit Card Contract	100	-	100	0%
10-25-5546	Jury Service	250	-	250	0%
10-25-5725	Training & Licenses	1,000	250	750	25%
	Total Municipal Court	114,225	47,066	67,159	41%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
Police Services					
10-45-5000	Salaries & Wages	1,610,000	685,282	924,718	43%
10-45-5011	Overtime	70,000	13,095	56,905	19%
10-45-5025	Health Insurance	264,600	106,091	158,509	40%
10-45-5030	Payroll Taxes	128,525	56,704	71,821	44%
10-45-5035	Retirement	282,575	124,157	158,418	44%
10-45-5040	Texas Workforce Commission	3,680	1,543	2,137	42%
10-45-5045	Workers Comp	42,355	42,355	(0)	100%
10-45-5100	Office Supplies	8,500	5,312	3,188	62%
10-45-5103	Community Policing Supplies	13,000	6,169	6,831	47%
10-45-5105	Child Abuse Interlocal - Supplies	1,500	1,500	-	100%
10-45-5125	Operating Supplies	8,500	2,006	6,494	24%
10-45-5155	Uniforms	20,500	9,888	10,612	48%
10-45-5160	Personal Protection Equipment	13,500	9,128	4,372	68%
10-45-5190	Furniture & Office Equipment	15,000	1,599	13,401	11%
10-45-5195	Tools & Equipment - not cap	30,000	25,586	4,414	85%
10-45-5200	Phone, Internet	35,000	21,193	13,807	61%
10-45-5210	Electricity	12,000	3,779	8,221	31%
10-45-5230	Water	1,000	352	648	35%
10-45-5240	Fuel	51,500	16,261	35,239	32%
10-45-5305	Building Maintenance	8,000	8,209	(209)	103%
10-45-5315	Vehicle Maintenance	45,500	17,394	28,106	38%
10-45-5325	Equipment Maintenance	5,000	905	4,095	18%
10-45-5465	Insurance - Law Enforcement Liability	19,300	18,802	498	97%
10-45-5520	SAAS Contracts (software/app service)	90,500	60,993	29,507	67%
10-45-5530	Medical Services	2,000	159	1,841	8%
10-45-5540	Cleaning Service	13,000	5,679	7,321	44%
10-45-5548	Dispatch Service	115,000	55,440	59,561	48%
10-45-5551	Inmate Boarding Contract	12,000	1,375	10,625	11%
10-45-5552	Animal Control Service	7,000	3,125	3,875	45%
10-45-5700	Membership Dues & Fees	2,500	75	2,425	3%
10-45-5720	Travel & Meals	7,000	1,311	5,689	19%
10-45-5725	Training & Licenses	19,500	2,559	16,941	13%
	Total Police Operations	2,958,035	1,308,025	1,650,010	44%
	Police Capital Outlay				
10-45-9220	Vehicle	270,000	(45)	270,045	0%
10-45-9224	Radios	36,000	33,227	2,773	92%
	Total Police Capital Outlay	306,000	33,181	272,819	11%
	Total Police Services	3,264,035	1,341,206	1,922,829	41%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
Fire Services					
10-55-5000	Salaries & Wages	1,021,395	495,145	526,250	48%
10-55-5001	Part-time Wages	129,000	-	129,000	0%
10-55-5011	Overtime	51,500	18,254	33,246	35%
10-55-5025	Health Insurance	176,400	71,669	104,731	41%
10-55-5030	Payroll Taxes	91,945	42,016	49,929	46%
10-55-5035	Retirement	202,160	89,409	112,751	44%
10-55-5040	Texas Workforce Commission	2,570	1,016	1,554	40%
10-55-5045	Workers Comp	30,015	30,011	4	100%
10-55-5100	Office Supplies	5,000	1,383	3,617	28%
10-55-5125	Operating Supplies	20,000	7,015	12,985	35%
10-55-5130	EMS Supplies	40,000	19,185	20,815	48%
10-55-5155	Uniforms	41,100	6,612	34,488	16%
10-55-5160	Personal Protection Equipment	29,500	19,422	10,078	66%
10-55-5190	Furniture & Office Equipment	2,000	1,230	770	62%
10-55-5195	Tools & Equipment	10,000	12,304	(2,304)	123%
10-55-5200	Phone, Internet	7,200	3,080	4,120	43%
10-55-5210	Electricity	10,000	3,538	6,462	35%
10-55-5220	Natural Gas	4,000	2,382	1,618	60%
10-55-5230	Water	2,000	745	1,255	37%
10-55-5240	Fuel	18,000	6,048	11,952	34%
10-55-5305	Building Maintenance	10,000	4,269	5,731	43%
10-55-5315	Vehicle Maintenance	5,000	2,520	2,480	50%
10-55-5316	Apparatus Maintenance	65,000	22,431	42,569	35%
10-55-5325	Equipment Maintenance	9,000	8,406	594	93%
10-55-5330	Storm Siren O&M	1,500	56	1,444	4%
10-55-5440	Professional Services - Other	3,000	1,130	1,870	38%
10-55-5520	SAAS Contracts (software/app service)	29,000	15,479	13,521	53%
10-55-5530	Medical Services	25,000	5,080	19,920	20%
10-55-5536	Ambulance Service	155,000	75,568	79,432	49%
10-55-5540	Cleaning Service	3,900	1,542	2,358	40%
10-55-5547	Fire Marshal Contract	2,000	-	2,000	0%
10-55-5549	Fire Alarm Monitoring Service	1,000	-	1,000	0%
10-55-5560	Contract Labor	25,000	21,905	3,095	88%
10-55-5700	Membership Dues & Fees	4,000	2,205	1,795	55%
10-55-5720	Travel & Meals	7,000	4,076	2,924	58%
10-55-5725	Training & Licenses	17,000	2,532	14,468	15%
	Total Fire Operations	2,256,185	997,663	1,258,522	44%
Fire Capital Outlay					
10-55-9103	Improvements	25,000	-	25,000	0%
10-55-9104	Furnishings	20,000	4,911	15,089	25%
10-55-9221	Equipment	10,000	24,385	(14,385)	244%
10-55-9223	CIP-19 Fire Engine	1,414,000	-	1,414,000	0%
10-55-9225	CIP-22 Outdoor Warning Siren Improvments	20,000	-	20,000	0%
	Total Fire Capital Outlay	1,489,000	29,296	1,459,704	2%
	Total Fire Services	3,745,185	1,026,959	2,718,226	27%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
Parks & Rec Department					
10-65-5310	Grounds Maintenance	15,000	900	14,100	6%
	Total Parks & Rec Operations	15,000	900	14,100	6%
Parks & Rec Capital Outlay					
10-65-9103	Improvements	30,000	-	30,000	0%
	Total Parks & Rec Capital	30,000	-	30,000	0%
	Total Parks & Rec Department	45,000	900	44,100	2%
Development Services					
10-75-5000	Salaries & Wages	76,440	34,500	41,940	45%
10-75-5001	Part-time Wages	35,000	-	35,000	0%
10-75-5011	Overtime	3,000	2,014	986	67%
10-75-5025	Health Insurance	12,600	3,647	8,953	29%
10-75-5030	Payroll Taxes	8,755	298	8,456	3%
10-75-5035	Retirement	19,250	3,441	15,809	18%
10-75-5040	Texas Workforce Commission	100	63	37	63%
10-75-5045	Workers Comp	2,200	-	2,200	0%
10-75-5155	Uniforms	600	-	600	0%
10-75-5190	Furniture & Office Equipment	5,000	-	5,000	0%
10-75-5200	Phone, Internet	600	-	600	0%
10-75-5240	Fuel	3,000	-	3,000	0%
10-75-5315	Vehicle Maintenance	1,500	-	1,500	0%
10-75-5415	Engineer	100,000	46,960	53,040	47%
10-75-5440	Professional Services - Other	46,000	127,654	(81,654)	278%
10-75-5520	SAAS Contracts (software/app service)	16,000	17,669	(1,669)	110%
10-75-5570	Inspection Services - Buildings	425,000	443,112	(18,112)	104%
10-75-5571	Inspection Services - Infrastructure	105,000	9,245	95,755	9%
10-75-5589	Sales Tax Incentive Rebate	90,000	60,430	29,570	67%
10-75-5720	Employee Travel	1,000	-	1,000	0%
10-75-5725	Employee Training	1,000	-	1,000	0%
	Total Development Services Operations	952,045	749,034	203,011	79%
Development Services Capital Outlay					
10-80-9103	Improvements	30,000	-	30,000	0%
	Total Development Services Capital Outlay	30,000	-	30,000	0%
	Total Development Services	982,045	749,034	233,011	76%

General Fund		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% of BUDGET
Public Works Services					
10-80-5000	Salaries & Wages	343,035	156,206	186,829	46%
10-80-5001	Part-time Wages	20,000	-	20,000	0%
10-80-5011	Overtime	3,000	2,924	76	97%
10-80-5025	Health Insurance	75,600	38,744	36,856	51%
10-80-5030	Payroll Taxes	28,010	15,746	12,263	56%
10-80-5035	Retirement	61,570	32,215	29,355	52%
10-80-5040	Texas Workforce Commission	1,340	425	915	32%
10-80-5045	Workers Comp	13,765	13,763	2	100%
10-80-5100	Office Supplies	1,500	133	1,367	9%
10-80-5102	MS-4 Educational Supplies	250	-	250	0%
10-80-5125	Operating Supplies	4,200	1,052	3,148	25%
10-80-5155	Uniforms	5,500	2,331	3,169	42%
10-80-5190	Furniture & Office Equipment	500	-	500	0%
10-80-5195	Tools & Equipment	6,000	1,680	4,320	28%
10-80-5200	Phone, Internet	3,430	2,016	1,414	59%
10-80-5210	Electricity	1,800	3,488	(1,688)	194%
10-80-5211	Electricity - Street Lights	100,000	66,079	33,921	66%
10-80-5230	Water	1,500	286	1,214	19%
10-80-5240	Fuel	15,000	4,055	10,945	27%
10-80-5305	Building Maintenance	5,000	443	4,557	9%
10-80-5310	Grounds Maintenance	17,000	6,128	10,872	36%
10-80-5315	Vehicle Maintenance	3,650	4,462	(812)	122%
10-80-5325	Equipment Maintenance	8,000	10,570	(2,570)	132%
10-80-5335	Street Maintenance	20,000	2,778	17,222	14%
10-80-5340	Sign Maintenance	7,500	-	7,500	0%
10-80-5355	Drainage Maintenance	25,000	-	25,000	0%
10-80-5385	Mosquito Control	22,000	3,885	18,115	18%
10-80-5395	Septic System Maintenance	700	-	700	0%
10-80-5530	Medical Services	350	-	350	0%
10-80-5540	Cleaning Service	1,000	-	1,000	0%
10-80-5565	Code Enforcement Services	10,000	-	10,000	0%
10-80-5570	Inspection Services - Infrastructure	-	-	-	NA
10-80-5700	Membership Dues & Fees	150	-	150	0%
10-80-5720	Travel & Meals	500	402	98	80%
10-80-5725	Training & Licenses	5,000	45	4,955	1%
	Total Public Works Operations	811,850	369,857	441,992	46%
	Public Works Capital Outlay				
10-80-9220	Vehicle	80,000	62,428	17,572	78%
10-80-9221	Equipment	35,000	-	35,000	0%
	Total Capital Outlay	115,000	62,428	52,572	54%
	Total Public Works Services	926,850	432,285	494,564	47%
Total General Fund Expenditures		10,228,000	4,149,471	6,078,529	41%
Change in Financial Position		(3,412,610)	2,709,781		
ESTIMATED ENDING RESOURCES (Net)		5,159,486	11,281,877		

DEBT SERVICE (I&S) FUND	ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES	433,155	433,155		100%
REVENUE				
50-00-4005 Property Taxes - I&S	2,052,960	2,147,987	(95,026)	105%
50-00-4517 Interest - IB I&S	15,000	4,121	10,879	27%
Total Revenues	2,067,960	2,152,107	(84,147)	104%
EXPENDITURES				
50-10-5790 Debt Administration	30,000	2,745	27,255	9%
50-10-5820 2020 GO Ref Bonds Principal	490,000	490,000	-	100%
50-10-5821 2020 GO Ref Bonds Interest	4,900	4,900	-	100%
50-10-5822 2020 CO Principal	110,000	110,000	-	100%
50-10-5823 2020 CO Interest	484,300	242,700	241,600	50%
50-10-5824 2023 CO Principal	165,000	-	165,000	0%
50-10-5825 2023 CO Interest	766,050	383,025	383,025	50%
Total Expenditures	2,050,250	1,233,370	816,880	60%
Change in Financial Position	17,710	918,737		
ESTIMATED ENDING RESOURCES (Net)	450,865	1,351,892		

STREET FUND	Maintenance/Construction	ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% OF BUDGET
Funded by Street Maintenance Sales Tax					
ESTIMATED BEGINNING RESOURCES		1,354,846	1,354,846		100%
Street Repair Fund Revenue					
17-00-4041	Sales Tax - Dedicated Streets	450,000	315,917	134,083	70%
Total Street Repair Fund Revenue		450,000	315,917	134,083	
Street Repair Fund Expenditure					
17-80-5335	Street Maintenance	450,000	-	450,000	0%
17-80-9421	CIP-40 Lavon Trail Pkwy - Presidents to Rose	165,000	-	165,000	0%
17-80-9426	CIP-36 Lake Road Paving - Ph 2	1,000,000	-	1,000,000	0%
Total Street Repair Expenditure		1,615,000	-	1,615,000	0%
ESTIMATED ENDING RESOURCES (Net)		189,846	1,670,763		
Funded by Annexation Fees					
ESTIMATED BEGINNING RESOURCES		415,570	415,570		100%
Street Repair Revenue					
23-80-4210	Capital Recovery Fees - Lavon Farms	-	-	-	NA
31-80-4210	Annexation Fees - Trails of Lavon	-	-	-	NA
32-80-4210	Annexation Fees - Elevon	-	-	-	NA
Total Street Repair Revenue		-	-	-	0%
Street Repair Fund Expenditure					
23-80-9417	CIP-35 CR 483 Paving (Rosewood Dr)	210,000	-	210,000	0%
31-80-9421	CIP-40 Lavon Trail Pkwy - Presidents to Rose	65,000	-	65,000	0%
Total Street Repair Expenditure		275,000	-	275,000	0%
ESTIMATED ENDING RESOURCES (Net)		140,570	415,570		

MUNICIPAL COURT SECURITY FUND	ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES	22,240	22,240		100%
REVENUE				
15-25-4217 Court - Building Security Fees	3,500	2,710	790	77%
Total Revenues	3,500	2,710	790	77%
EXPENDITURES				
15-25-5560 Contract Labor - Bailiffs	2,400	1,025	1,375	43%
Total Expenditures	2,400	1,025	1,375	43%
ESTIMATED ENDING RESOURCES (Net)	23,340	23,925		

TIRZ/TIF FUND	ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES	49,860	49,860		100%
TIRZ/TIF Fund Revenue				
24-00-4001 Property Taxes	169,800	-	169,800	NA
24-00-4519 Logic - Interest	1,500	654	846	44%
Total TIRZ/TIF Fund Revenue	171,300	654	170,646	0%
TIRZ/TIF Fund Expenditure				
24-00-5440 Professional Services - Other	10,000	4,550	5,450	46%
Total TIRZ/TIF Expenditure	10,000	4,550	5,450	46%
ESTIMATED ENDING RESOURCES (Net)	211,160	45,964		

UTILITY FUND		ADOPTED/ AMENDED 2024-25	YTD 03/2025	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES/TRANSFERS IN		11,996,509	11,996,509		
ESCROW FOR TRAILS OF LAVON WWTP (BEAR CREEK WW		1,930,000	1,930,000		
UTILITY FUND REVENUE					
Administration					
20-00-4520	Interest - IB Utility	50,000	21,892	28,108	44%
20-00-4521	Interest - IB Sewer Tap	100,000	50,610	49,390	51%
Total Administration		150,000	72,501	77,499	48%
Sanitary Sewer					
20-85-4110	Sewer Charges	2,100,000	1,107,127	992,873	53%
20-85-4202	Administration Fee	30,000	55,275	(25,275)	184%
20-85-4230	Sewer Tap Fee	3,000,000	2,197,800	802,200	73%
20-85-4231	Bear Creek Trunk Recovery Fee	-	32,977	(32,977)	NA
20-85-4232	Sewer Infrastructure Fees	-	14,338	(14,338)	NA
20-85-4299	Late Fees	45,000	27,760	17,240	62%
20-85-4330	Online Permit Pmts	-	372	(372)	NA
Total Sanitary Sewer		5,175,000	3,435,648	1,739,352	66%
Solid Waste					
20-86-4115	Solid Waste Income	1,250,000	517,758	732,242	41%
Total Solid Waste		1,250,000	517,758	732,242	41%
Total Revenue		6,575,000	4,025,907	2,549,093	61%
UTILITY FUND EXPENDITURES					
Sanitary Sewer					
20-85-5210	Electricity	120,000	39,190	80,810	33%
20-85-5390	Sewer System Maintenance	65,000	10,090	54,910	16%
20-85-5590	NTMWD O&M Contract	690,000	405,140	284,860	59%
20-85-5801	Transfer to General Fund (overhead)	695,000	695	694,305	0%
20-85-5808	Transfer to General Fund (debt)	418,340	418,340	-	100%
20-85-9412	CIP-21 Bear Creek WWTP Exp 4	3,000,000	-	3,000,000	0%
20-85-9419	CIP-38 Elevon/Lavon North WWTP	5,000,000	825	4,999,175	0%
20-85-9423	Sewer System Improvements	200,000	1,305	198,695	1%
20-85-9424	CIP-42 Lavon East WWTP	2,000,000	-	2,000,000	0%
Total Sanitary Sewer		12,188,340	875,585	11,312,755	7%
Solid Waste					
20-86-5100	Office Supplies	3,000	2,039	961	68%
20-86-5104	Billing Supplies	30,000	14,773	15,227	49%
20-86-5190	Office Furniture & Equipment	500	-	500	0%
20-86-5515	Credit Card Contract	4,000	2,390	1,610	60%
20-86-5520	SAAS Contracts	4,000	3,672	328	92%
20-86-5595	Solid Waste Contract	695,000	404,568	290,432	58%
20-86-5785	Sales Tax	69,500	38,377	31,123	55%
20-86-5802	Transfer to General Fund (overhead)	144,000	144,000	-	100%
Total Solid Waste		950,000	609,819	340,181	64%
Total Expenditure		13,138,340	1,485,404	11,652,936	11%
Change in Financial Position		(6,563,340)	2,540,503		
ESTIMATED ENDING RESOURCES (Net)		7,363,169	16,467,012		