



AGENDA

City of Lucas
City Council Regular Meeting
April 21, 2016
7:00 PM
City Hall – Council Chambers
665 Country Club Road – Lucas, Texas

Notice is hereby given that a City of Lucas Regular City Council Meeting will be held on Thursday, April 21, 2016 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

- Roll Call
- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

Citizen Input

The Citizens' Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting it to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizen Input (Mayor Jim Olk)

Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Community Interest

Presentation and update on the North Texas Municipal Water District Wilson Creek Regional Wastewater Treatment Plant Facility. (Councilmember Debbie Fisher)

Consent Agenda

All items listed under the consent agenda are considered routine and are recommend to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Consider approval of the minutes of the April 7, 2016 City Council meeting. (**City Secretary Stacy Henderson**)
4. Consider approving the Communications Facilities License Agreement with Jab Broadband DBA Skybeam Texas for a period of one year expiring in May 31, 2017, maintaining all existing contractual requirements and authorizing the City Manager to execute the agreement. (**Public Works Director/City Engineer Stanton Foerster**)
5. Consider approving the Interlocal Agreement between the City of Richardson and the City of Lucas, Texas for the use of the City of Richardson Fire Training Center and authorizing the City Manager to execute the agreement. (**Assistant Fire Chief Ted Stephens**)

Regular Agenda

6. Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program: (**Mayor Jim Olk**)
 - Samuel Bell – Pursuing Computer Certification through CompTIA A+
 - Alexandria Wingard – Storyboarding/Animation
7. Consider making nominations of a primary and alternate member to the Regional Transportation Council. (**Mayor Jim Olk**)
8. Consider adopting Ordinance 2016-04-00837 approving the Mid-Year Budget Adjustments for fiscal year beginning October 1, 2015 and ending September 30, 2016. (**Finance Director Liz Exum**)

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

9. Executive Session: An Executive Session is not scheduled for this meeting.
10. Adjournment.

Certification

I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on April 15, 2016.

Stacy Henderson, City Secretary

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to Stacy Henderson at 972.912.1211 or by email at shenderson@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas City Council Agenda Request April 21, 2016

Requester: Mayor Jim Olk

Agenda Item:

Citizen Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request April 21, 2016

Requester: Councilmember Debbie Fisher

Agenda Item:

Items of Community Interest:

Presentation and update on the North Texas Municipal Water District Wilson Creek Regional Wastewater Treatment Plant Facility.

Background Information:

NA

Attachments/Supporting Documentation:

1. Settlement Agreement with North Texas Municipal Water District.

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between the North Texas Municipal Water District ("NTMWD"), the City of Lucas (the "City"), and the Aligned Intervening Landowner Protestants ("Landowner Protestants") as identified in Order No. 1, SOAH Docket No. 582-00-1372, TNRCC Docket No. 2000-0317-MWD, *Application of North Texas Municipal Water District for TNRCC Permit No. 12446-001*. Landowner Protestants identified in Order No. 1 are: Marcus and Robin Fechenback and Charity Drabik (represented by Charity Drabik); Don and Julia Kendall and Craig Young (represented by Don Kendall); W.H. and Clara Murphy; Karl Anderson; Stephen and Linda Schenck; Andrew Stallings; Jatonna Morgan; Mrs. Lee Ford; Virginia Sorenson; Georgia Curry; Southern Methodist University (represented by Marianne Piepenburg); Elbert and Shirley Hamitar; E.H. (Jim) Sullivan; and John T. Helm, Huntwick Homeowners Association, and Reid and Angela Freeman (represented by John T. Helm); Mrs. Neta Latham; Mr. Thomas Fleps, Jr.; and John and Barbara Wilkins.

RECITALS

WHEREAS, NTMWD has filed an application with the Texas Natural Resource Conservation Commission ("TNRCC") to amend Wastewater Discharge Permit No. 12446-001, SOAH Docket No. 582-00-1372, TNRCC Docket No. 2000-0317-MWD ("Pending Application"), under which NTMWD operates the Wilson Creek Wastewater

Treatment Plant ("Wilson Creek WWTP"). The Wilson Creek WWTP is located southwest of Wilson Creek at its confluence with Lake Lavon and approximately five miles southeast of the City of McKinney in Collin County, Texas. The treated effluent from the Wilson Creek WWTP is discharged to Lake Lavon in Segment No. 0821 of the Trinity River Basin. Among other things, the Pending Application seeks to increase the currently permitted discharge limitation from thirty-two (32) million gallons per day ("MGD") to sixty-four (64) MGD and to modify the effluent set of the Wilson Creek WWTP.

WHEREAS, the City and Landowner Protestants have requested and have been granted a contested case hearing on NTMWD's Pending Application. The contested case hearing process on the Pending Application has commenced and the parties are currently moving forward under a Procedural Schedule issued by the Administrative Law Judge.

WHEREAS, NTMWD, the City, and Landowner Protestants have taken part in an Alternative Dispute Resolution ("ADR") process to address and resolve the City's and Landowner Protestants' concerns relating to the Pending Application.

WHEREAS, it is the desire of NTMWD, the City, and Landowner Protestants to effectuate a full and complete settlement and resolution of concerns raised by the City and Landowner Protestants regarding NTMWD's Pending Application through the

execution of this Settlement Agreement ("Agreement"). This Agreement neither confirms nor denies the merits of the City's and Landowner Protestants' concerns but rather, is executed solely to compromise and settle these disputes and to buy peace among the parties.

Whereas NTMWD's Board of Directors and the City Council of the City have respectively approved this Agreement and have, respectively, authorized NTMWD's Executive Director and the City's Mayor to execute this agreement, by the signatures appearing below, NTMWD, the City, and Landowner Protestants hereby agree to the terms of this Agreement.

TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and agreements contained in this Agreement, including the recitals set forth above, the parties agree as follows:

- I. NTMWD, without acknowledging or admitting the validity of any of the City's or Landowner Protestants' concerns relating to the Pending Application, agrees as follows:

- (A) Wilson Creek WWTP Oversight Committee

NTMWD shall, within 30 days following the Effective Date of this Agreement, establish the "Wilson Creek WWTP Oversight Committee" ("Oversight Committee"). The Oversight Committee will have broad authority to review treatment plant operations, water quality, odor control, air monitoring, budgets, and staffing, and to make recommendations regarding same. The Oversight Committee will evaluate, comment, and advise NTMWD of local viewpoints of operations, Lake quality, and odor control at the Wilson Creek WWTP, and will keep the community informed. The Oversight Committee will be given reasonable access to the Wilson Creek WWTP site and the facility's operating records upon request. The Oversight Committee shall consist of: one (1) member of the NTMWD Board of Directors; one (1) city council member appointed by the City Council of the City; and three (3) local residents who live within a two-mile radius of the plant and generally representing three (3) various directions from the Wilson Creek WWTP site. The three (3) resident members of the Committee will be appointed by the Landowner Protestants. Members of the Oversight Committee will serve two-year terms with a reappointment option. The Oversight Committee will be chaired by the NTMWD Board Member. The Oversight Committee will meet at least quarterly, or more frequently as shall be scheduled by the Chairperson upon the request of three (3) or more members of the Oversight Committee. The Chairperson shall schedule a meeting within

seven (7) days of such request. NTMWD staff will provide necessary technical and administrative support to the Oversight Committee. Upon annual approval of the NTMWD Board of Directors, which approval shall not be unreasonably withheld, the Oversight Committee shall have the authority to secure independent technical support and sponsor special investigative and/or advisory projects to be paid for by NTMWD at an annual cost not to exceed \$10,000.00.

(B) Odor Control and Monitoring Issues

- (1) NTMWD will implement each recommendation in the Black and Veatch Report of July 2000, attached hereto as Exhibit A, in accordance with the recommendations in such report.

- (2) Within thirty (30) days of the Effective Date of this Agreement, NTMWD agrees to initiate implementation of the following air quality monitoring program at the Wilson Creek WWTP, which implementation shall be fully underway within one hundred twenty (120) days following said Effective Date:
 - (a) NTMWD will institute a fence line monitoring program at the Wilson Creek WWTP. Monitoring will be conducted by

NTMWD on an hourly basis for approximately three (3) weeks seasonally during the first year of this Agreement to establish a seasonal baseline. Subsequent monitoring will be regular and routine and shall occur twice daily during peak loading conditions at not less than four (4) locations along the fence line, based on the current wind direction plus at least one location along the fence line upwind of the WWTP and the Wilson Creek Lift Station. NTMWD will maintain records of each monitoring event, and such records will be available for review upon request. The Oversight Committee will have the authority to review and make recommendations regarding the operation of the fence line monitoring program.

- (b) NTMWD will institute a stack monitoring program at the Wilson Creek WWTP to provide plant personnel with daily readings from the stacks of all scrubbing systems. NTMWD will review the results of the stack monitoring program with the Oversight Committee. The Oversight Committee will have the authority to make recommendations on whether there is a need for additional treatment.

- (3) Prior to operation of the new facilities to be constructed at the Wilson Creek WWTP, NTMWD will cover the new headworks, primary clarifiers, and the solids dewatering facilities. Scrubbing systems will be installed at each of these new facilities. As part of the new construction, several existing and proposed smaller structures considered "minor" sources of odor, including secondary splitter boxes and wet wells, will be evaluated for the need for odor control and odors from such structures will be controlled at the new facilities.
- (4) NTMWD will provide three (3) properly calibrated portable hydrogen sulfide (H₂S) monitors having a resolution/sensitivity of not less than 0.02 part per million (ppm), with the capability to measure in one-hundredths of one (1) ppm increments (0.01 ppm), that can be checked out by local residents and City representatives from the Wilson Creek WWTP for a 72-hour check-out period. Such monitors will be maintained by NTMWD. Prior to use of such monitors, each individual to whom a monitor is checked out shall be trained in the use thereof and in the standardization of recording the readings therefrom on a log to be furnished with each monitoring device. Only individuals who have been trained on the use of the portable monitors will be permitted to check out such

monitors. NTMWD will provide training sessions two (2) times per year, in coordination with the Oversight Committee. The cost of such training will be charged against the \$10,000.00 budget of the Oversight Committee established by item (I)(A) above.

- (5) NTMWD will maintain an observable negative air pressure at all apertures within the headworks and solids dewatering buildings at the Wilson Creek WWTP.

- (6) NTMWD will develop and annually update an Odor Management Plan for the Wilson Creek WWTP that details how NTMWD intends to control and respond to odor emissions at the Wilson Creek WWTP. Such plan shall, at a minimum, address: (a) a scheduled maintenance program for all odor scrubbing systems; (b) a response and corrective action program; (c) a minimum air exchange rate or cubic feet per second air flow to standardize the negative air pressure to be maintained in the headworks and solids dewatering buildings; and (d) the chemical feed and scrubbing/filtration at the final lift stations. The Oversight Committee will have the authority to review and make recommendations regarding the Odor Management Plan.

- (7) NTMWD will ensure that necessary replacement parts for the maintenance and repair of odor scrubbing systems are kept on site at the Wilson Creek WWTP so that any needed repairs can be accomplished as quickly as feasible.

- (8) NTMWD agrees that it will comply with all permit terms and statutory and regulatory requirements, including the control of H₂S at the Wilson Creek WWTP, as set forth in Texas Administrative Code title 30, section 112.31.

- (9) Should fence line monitoring and/or public monitoring beyond NTMWD's fence line conducted in accordance with the requirements of Texas Administrative Code title 30, chapter 112, subchapter B, indicate that concentrations of 0.08 ppm or greater of H₂S have been detected on five (5) or more days in each of two (2) consecutive calendar quarters, the parties agree that NTMWD shall conduct a detailed assessment, in coordination with the Oversight Committee, to determine the cause of such concentrations and to determine whether additional measures need to be taken to further control H₂S at the Wilson Creek WWTP. Such assessment shall be reduced to a written report and presented to NTMWD's Board of Directors.

- (10) NTMWD will employ technology as needed to meet all permit parameters and as needed to avoid nuisance odors beyond the plant site.
- (11) NTMWD will equip the Lower Rowlett Creek, Wilson Creek, and Preston Road lift stations with dual feed pumps to control sulfides and H₂S in the wastewater collection system prior to the headworks and primary treatment. NTMWD will install an activated carbon filter on the wet well vents at the Lower Rowlett Creek, Wilson Creek, and Preston Road lift stations.
- (12) NTMWD management staff will respond within twenty-four (24) hours to any odor complaint. The response will include an explanation of the cause of the odor and details of NTMWD's investigation. NTMWD will establish an Odor Control Team to monitor and respond to complaints. Complaints to NTMWD should be made using only the main NTMWD telephone number: (972) 442-5405. The Oversight Committee will review all odor complaints received.

(C) Facility Expansion

(1) The City and Landowner Protestants agree to NTMWD's construction of new treatment facilities at the Wilson Creek WWTP having additional capacity of sixteen (16) MGD initially, resulting in a total capacity of forty-eight (48) MGD at the Wilson Creek WWTP. The permit issued by TNRCC and/or EPA may authorize an additional sixteen (16) MGD expansion, for a total permitted capacity of sixty-four (64) MGD, provided, however, that prior to initiating any planned additional construction beyond the initial sixteen (16) MGD expansion:

- (a) NTMWD will consult with the Oversight Committee.
- (b) NTMWD will perform a Waste Load Evaluation to determine the assimilative capacity of Lake Lavon during wet, normal, and dry conditions. The evaluation should focus on the minimum storage levels and additional water required from other sources during drought conditions that would be necessary to maintain water quality during prolonged droughts.

- (c) NTMWD will commit to a management plan for Lake Texoma/Cooper Reservoir pumpovers that includes specific pumpover rates for five-year incremental water demand and wastewater discharge situations. This plan should include proposed pumpover rates and volumes for water supply, but should also specify minimum reservoir requirements necessary for water quality maintenance in accordance with the results of the Waste Load Evaluation.

 - (d) NTMWD will increase the sampling frequency and spatial density of its current tributary, mixing zone, and lake sampling programs to further refine the mechanics and mathematics of reported load reductions. Such additional sampling locations shall be located within the East Fork, Sister Grove, and Wilson Creek tributaries at their confluence with Lake Lavon and within the mixing zone of the Wilson Creek WWTP outfall.
- (2) Within twelve (12) months of the Effective Date of this Agreement, NTMWD shall conduct an inflow and infiltration (“I/I”) study for its entire Upper East Fork Interceptor System.

- (3) For each wholesale wastewater customer of NTMWD's Upper East Fork Interceptor System having an average daily flow greater than 0.5 MGD ("Customer"), NTMWD shall annually, within twelve (12) months of the Effective Date of this Agreement, identify the following in both total volumetric and per capita flows:
 - (a) maximum hourly, daily, and monthly flows during wet weather conditions;
 - (b) maximum hourly, daily, and monthly flows during dry weather conditions;
 - (c) average hourly, daily, and monthly flows.

NTMWD shall provide a copy of such study to the Oversight Committee and each of the Customers and shall actively and demonstrably encourage said Customers to reduce I/I within their respective collection systems. Such efforts shall be documented and furnished to the Oversight Committee.

- (4) Within twelve (12) months of the Effective Date of this Agreement, NTMWD shall uniformly enforce the provisions of its Trinity East

Fork Regional Wastewater System Contracts related to “Quantity at Point of Entry.” NTMWD shall give due consideration to the allocation of the proceeds of all surcharges collected from such enforcement to financially assist the reduction of I/I by Customers and/or reward Customers making significant I/I reduction achievements.

- (5) In conjunction with the Oversight Committee, NTMWD will develop a plan for public park and recreational uses on NTMWD’s property at and adjacent to the Wilson Creek WWTP that are compatible with NTMWD’s identifiable needs for the property.

(D) Solids Transport

- (1) In connection with sludge management and transportation from the Wilson Creek WWTP, NTMWD will use “totally sealed containers” such that no odors, gases, or liquids that result in an unreasonable interference with the use and enjoyment of property escape during onsite storage and transport to the landfill. “Totally sealed containers” is defined as intact and taped/sealed plastic liners which fully enclose solids placed in steel roll-off containers. The entire open surface of the roll-off containers will be covered with

solid tarp covers at all times during on-site storage pending transport and during transportation to and from a landfill for final disposal. Roll-off containers utilized to transport sludge shall be washed off-site for the removal of sludge residues not less than once per week, or more often, if any sludge residue remains within or on the sludge container.

- (2) NTMWD agrees to restrict, to the best of its ability, all NTMWD-related traffic, including construction and supplier traffic, to Orr Road and Stacy Road north of the Wilson Creek WWTP.
- (3) NTMWD will dedicate property that it owns for future road-widening projects at Orr Road and will pay for up to fifty percent (50%) of the cost of expansion of Orr Road in accordance with NTMWD's past cost-sharing practices for Orr Road and right-of-way improvements.

(E) Other Matters

- (1) Through a Board of Directors' Resolution, NTMWD will publicly promise to be a good neighbor to the community. Good neighbor includes: Adhering to the highest standards of water and air quality; operating in a manner unobtrusive to the quality of life of its

neighbors; being responsive to the needs and concerns of the surrounding community; and putting the safety of its employees, customers, and neighbors above all else.

- (2) There will be an on-going daily commitment to operations that includes scheduled maintenance and adherence to that schedule.
- (3) NTMWD will provide staffing to properly operate the Wilson Creek WWTP. Salaries, benefits, and work assignments will continue to be reviewed and revised to attract and retain staff.
- (4) NTMWD agrees not to accept septic or portable toilet waste at the Wilson Creek WWTP.
- (5) NTMWD will use excess excavation material from expansion to construct berms. With regard to berming and landscaping:
 - (a) NTMWD agrees to construct earthen berms and affiliated landscaping to effectively screen the visual appearance of the existing and proposed treatment structures from Mrs. Lee Ford's property from the southeastern boundary of the actual Wilson Creek WWTP site. The screening shall begin

at the existing soil stockpile located approximately 500 feet south of the Ford northwestern property corner and extend in a northerly direction approximately 600 feet along and inside of NTMWD's eastern property line that is common with the Ford property. By the construction of the berm and landscaping improvements, the existing and proposed treatment plant structures will be screened from a line of sight on the high ground on the Ford property near the existing barns along the drive to Mrs. Ford's home and from the approximately thirty (30) acres of land which form Mrs. Ford's northwestern most corner. It is agreed that the proposed screening improvements shall work in conjunction with the existing tree lines on the U.S. Army Corps of Engineers' property, the existing trees on the Ford property, and the existing soil stockpile and trees on NTMWD's property.

- (b) NTMWD agrees to install vegetative landscaping along the northern property line of the Wilson Creek WWTP site to effectively screen the visual appearance of the existing and proposed treatment structures from the Karl Anderson property. The proposed screening shall begin at a point

approximately 700 feet east of the northwest corner of the Wilson Creek WWTP and shall extend approximately 800 feet east along and inside of NTMWD's north property line that is common with the Anderson property. The screening improvements shall effectively screen the existing and proposed treatment plant structures from view from Mr. Anderson's existing house and property and shall work in conjunction with the existing terrain and the trees on the Anderson property.

- (c) NTMWD agrees to construct earthen berms and affiliated landscaping improvements to effectively screen the visual appearance of the existing and proposed treatment structures from properties located south of the Wilson Creek WWTP site. The screening shall begin at the western end of the existing soil stockpile located near the southeastern corner of the Wilson Creek WWTP site and located approximately 3,500 feet north of NTMWD's south property line. The screening shall extend in a westerly direction from said existing soil stockpile a sufficient distance to effectively screen the existing and proposed treatment structures from the southern view.

(6) Routine or non-emergency construction hours are limited to a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. any day. Routine or non-emergency construction will not occur on Saturdays, Sunday, or any legal holidays. Tie-ins to existing systems may occur outside of these hours because they cannot occur during peak operating hours. The Oversight Committee will be consulted if it is necessary for routine or non-emergency construction to take place outside of the construction hours set out herein.

II. Miscellaneous Conditions

(A) Except for the provisions set forth in Subsection (II)(M) below, NTMWD, the City, and Landowner Protestants expressly agree that the obligations contained in this Agreement are conditioned on the receipt by NTMWD of a final and non-appealable order from TNRCC and/or the U.S. Environmental Protection Agency ("EPA") issuing TPDES Permit No. 12446-001 or permit(s) granting both state and federal authorization pursuant to the Texas Water Code and the Federal Clean Water Act, for the discharge authorizations sought by NTMWD in the Pending Application.

(B) The City and Landowner Protestants agree that they shall execute Notice of Withdrawal letters to TNRCC to withdraw their requests for hearing on the Pending Application and to withdraw as parties to the pending contested case hearing on the Pending Application. The Notice of Withdrawal letter shall take the form of the letter attached hereto as Exhibit C. The City and Landowner Protestants shall execute and file the Notice of Withdrawal letters with the Office of the Chief Clerk of TNRCC and serve a copy upon the State Office of Administrative Hearings' ("SOAH") Administrative Law Judge presiding over this matter and all other parties to this proceeding upon the execution of this Agreement by NTMWD, the City, and Landowner Protestants. The City and Landowner Protestants agree that they shall not knowingly participate in, directly or indirectly, any other proceeding before TNRCC, EPA, or any other state, federal, or local agency or tribunal, including any branch of the Texas Legislature or Executive Branch or any other local proceedings, for the purpose of opposing the Pending Application (SOAH Docket No. 582-00-1372, TNRCC Docket No. 2000-0317-MWD), nor shall they file or encourage the filing of any other pleadings, or any Motion for Rehearing or Motion for Reconsideration with TNRCC and/or EPA, nor file any petition seeking judicial review of TNRCC's and/or EPA's issuance of TPDES Permit No. 12446-001 or a permit(s) for the discharge

authorization sought by NTMWD in the Pending Application, granting both state and federal discharge authority. The City may file a letter with EPA relating that the City's concerns have been addressed by this Agreement in substantially the same form as that set forth in Exhibit D, attached hereto.

- (C) Draft TPDES Permit No. 12446-001, as proposed by TNRCC, is attached hereto as Exhibit B. If a permit(s) containing provisions different than those in Exhibit B is ultimately proposed by TNRCC or EPA in response to the Pending Application, NTMWD retains the right to pursue all administrative and judicial remedies to contest such a permit(s). The City's and Protestant Landowners' agreement above to forego opposition to the Pending Application shall preclude the City and Protestant Landowners from participating in such proceedings.

- (D) NTMWD agrees that it will not seek or accept a wastewater discharge permit(s) in response to the Pending Application from TNRCC and/or EPA that contains provisions less stringent than those set out in the draft permit attached hereto as Exhibit B. Should NTMWD seek or attempt to accept a wastewater discharge permit(s) in response to the Pending Application from TNRCC and/or EPA that contains provisions less stringent than those set out in the draft permit attached hereto as Exhibit

B, this Agreement shall be null and void, *ab initio*.

- (E) The City's and Landowner Protestants' agreement above to forego opposition to the Pending Application includes a commitment by the City, and the Landowner Protestants executing this Agreement, not to directly or indirectly assist, encourage, fund, or otherwise support any individual or entity in opposition to the Pending Application.

- (F) This Agreement shall be governed by, and construed and enforced under the laws of the State of Texas. Nothing in this Agreement shall be construed to constitute a waiver of or limitation on the rights or remedies of any party hereto at law, in equity, or under this Agreement, except as may be expressly provided by this Agreement.

- (G) The obligations of each of the parties to this Agreement shall be performed in Collin County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Collin County, Texas. In the event a dispute arises under this Agreement resulting in judicial action, the prevailing party in any such judicial action shall be entitled to recover its reasonable attorneys' and experts' fees and expenses and costs of court.

- (H) (1) Notwithstanding any other provisions of this Agreement, the parties agree that prior to any party bringing suit for specific performance, or damages for the alleged failure of any other party to comply with any terms, conditions, or provisions of this Agreement, this Agreement shall be submitted for mediation in accordance with paragraph (2) of this Section. Actions for immediate temporary injunctive relief shall not be affected by this provision.
- (2) In order to institute mediation, any party may, on written notice to the other parties, initiate non-binding mediation before a single mediator affiliated with a mediation service mutually agreeable to the parties. The mediator shall be selected by agreement of the parties within thirty (30) days after a party first requests mediation. If a single mediator cannot be agreed upon, then each party shall select its own mediator from those on the approved list of the mediation service used; those two mediators will then select a third independent mediator who will conduct the mediation session(s). Mediation participants shall bear their own expenses of mediation, except that NTMWD shall pay one-half ($\frac{1}{2}$) of any total mediation service fee.

- (3) In the event that mediation is instituted pursuant to this section, the tolling of any applicable Statute of Limitations shall be stayed during the pendency of such mediation commencing with the date of written notice as provided in subsection (H)(2). Such Statute of Limitations period shall be reinstated thirty (30) days following the termination of such mediation efforts as evidenced by a letter from the mediator(s) appointed, or from any party thereto, that further mediation efforts will not be pursued.
- (I) No party shall be excused from complying with any of the terms and conditions of this Agreement because of any failure of any other party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.
- (J) This Agreement contains the entire agreement of NTMWD, the City, and Landowner Protestants with respect to the subject matter of this Agreement. No agreement, statement, or promise made by any party or by or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the parties.

- (K) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.

- (L) The Effective Date of this Agreement shall be the date TPDES Permit No. 12446-001 or permit(s) granting both state and federal authorization for the discharge authorization sought by NTMWD in the Pending Application, pursuant to the Texas Water Code and the Federal Clean Water Act becomes final and non-appealable.

- (M) Notwithstanding the provisions of Subsection (II)(L) of this Agreement to the contrary, the parties agree that the Effective Date of the obligations included in Subsections (I)(A), (I)(B), and (I)(D) of this Agreement is sixty (60) days following the last date of execution hereof. Obligations included in Subsection (I)(A), (I)(B), and (I)(D) that are undertaken pursuant to this Subsection by NTMWD prior to the issuance of a final and non-appealable order from TNRCC and/or EPA issuing TPDES Permit No. 12446-001 or permit(s) granting both state and federal authorization pursuant to the Texas Water Code and the Federal Clean Water Act are terminable by NTMWD if no such final permit(s) is issued.

- (N) The obligations under this Agreement are conditioned upon the execution of same by NTMWD, the City, and every Landowner Protestant, as

identified on the signature pages herein. To the extent that any Landowner Protestant identified on the signature pages herein does not execute this Agreement or submit a withdrawal letter in substantial compliance with Exhibit C, NTMWD may, within its sole discretion, deem this Agreement to be effective as of the Effective Date.

- (O) NTMWD shall file a copy of this Agreement with TNRCC upon the issuance of an Order of Remand by the SOAH Administrative Law Judge, remanding the Pending Application to the Executive Director of TNRCC for disposition as an uncontested matter.

- (P) Each party hereto acknowledges that they have read each paragraph of the entire Agreement. Each party acknowledges that they have consulted with and had their attorney explain the content, meaning, implications, and ramifications of each paragraph. Each party acknowledges that they understand this Agreement. Each attorney acknowledges, by their signature, that they have explained each paragraph of this Agreement to their client(s) and that, to the best of their belief, their client(s) understands this Agreement.

Applicant, North Texas Municipal Water District:

By: James M. Parks
James M. Parks
Executive Director
North Texas Municipal Water District

Date signed: Nov 21, 2000

Lloyd, Gosselink, Blevins, Rochelle, Baldwin & Townsend, P.C.:

By: Martin C. Rochelle
Martin C. Rochelle
Attorney for North Texas Municipal
Water District

Date signed: Dec. 7, 2000

Protestant, the City of Lucas:

By: _____
Andrea Calve
Mayor
City of Lucas

Date signed: _____

Fisher and Newsom, P.C.:

By: _____
Skip Newsom
Attorney for the City of Lucas

Date signed: _____

Applicant, North Texas Municipal Water District:

By: _____
James M. Parks
Executive Director
North Texas Municipal Water District

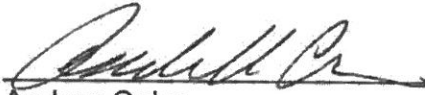
Date signed: _____

Lloyd, Gosselink, Blevins, Rochelle, Baldwin & Townsend, P.C.:

By: _____
Martin C. Rochelle
Attorney for North Texas Municipal
Water District

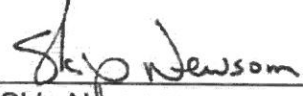
Date signed: _____

Protestant, the City of Lucas:

By:  _____
Andrea Calve
Mayor
City of Lucas

Date signed: 11-21-00

Fisher and Newsom, P.C.:

By:  _____
Skip Newsom
Attorney for the City of Lucas

Date signed: 12-05-00

Protestants, the Aligned Intervening Landowner Protestants:

By: Charity Drabik for
Marcus Fechenback
Marcus Fechenback

Date signed: 11-9-00

By: Robin Fechenback
By Charity Drabik
Robin Fechenback

Date signed: 11-9-00

By: Charity Drabik
Charity Drabik

Date signed: 11-9-00

By: Don Kendall
Don Kendall

Date signed: 11-9-00

By: Julia Kendall
Julia Kendall

Date signed: 11-9-00

By: Craig Young
Craig Young

Date signed: 11-9-00

By: W.H. Murphy
W.H. Murphy

Date signed: 11-9-00

By: Clara M. Murphy
Clara Murphy

Date signed: 11-9-00

By: Karl Anderson
Karl Anderson

Date signed: 11/9/00

By: Stephen Schenck
Stephen Schenck

Date signed: 09 NOV 2000

By: Linda A Schenck
Linda Schenck

Date signed: 11-16-2000

By: Andrew Stallings
Andrew Stallings

Date signed: 11/16/00

By: Jatonna Morgan
Jatonna Morgan

Date signed: 11-9-00

By: Mrs. Lee Ford
Mrs. Lee Ford

Date signed: Nov 9, 2000

By: Virginia Sorenson
Virginia Sorenson

Date signed: Nov. 9, 2000

By: Georgia Curry
Georgia Curry

Date signed: Nov. 13, 2000

By: Marianne B. Peperberg
Southern Methodist University, Trustee of
The Lee and Logan Ford Charitable Remainder Trust

Date signed: November 9, 2000

Represented by Marianne Piepenburg

By: Elbert Hamitar
Elbert Hamitar

Date signed: 11/14/00

By: Shirley Hamitar
Shirley Hamitar

Date signed: 11/14/00

By: E.H. Sullivan
E.H. (Jim) Sullivan

Date signed: 11/14/00

By: John T. Helm
John T. Helm

Date signed: 11/8/00

By: Huntwick Homeowners Ass.
Huntwick Homeowners Association
Represented by John T. Helm
By: John T. Helm

Date signed: 11/8/00

By: Reid Freeman
Reid Freeman

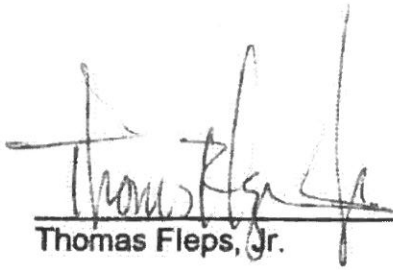
Date signed: 11/9/00

By: Angela Freeman
Angela Freeman

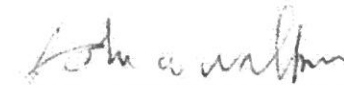
Date signed: 11/9/00

By: Mrs. Neta Latham
Mrs. Neta Latham


Date signed: 11/09/00

By: 
Thomas Fleps, Jr.

Date signed: 11-11-00

By: 
John Wilkins

Date signed: 11-14-00

By: 
Barbara Wilkins

Date signed: 11/14/00



City of Lucas Council Agenda Request April 21, 2016

Item No. 03-04-05

Requester: City Secretary Stacy Henderson/Public Works Director Stanton
Foerster/Assistant Fire Chief Ted Stephens

Agenda Item:

Consent Agenda:

3. Consider approval of the minutes of the April 7, 2016 City Council meeting.
4. Consider approving the Communications Facilities License Agreement with Jab Broadband DBA Skybeam Texas for a period of one year expiring in May 31, 2017, maintaining all existing contractual requirements and authorizing the City Manager to execute the agreement.
5. Consider approving the Interlocal Agreement between the City of Richardson and the City of Lucas, Texas for the use of the City of Richardson Fire Training Center and authorizing the City Manager to execute the agreement.

Background Information:

Agenda Item No. 4:

In May 2012, the City of Lucas entered into a licensing agreement to allow Jab Broadband D/B/A Skybeam Texas use of the three City water towers for antenna locations. The agreement expires on May 31, 2016. Rental fees are \$400 per month totaling \$4,800 annually.

Agenda Item No. 5:

The interlocal agreement between the City of Richardson Fire Department and City of Lucas Fire-Rescue will allow Lucas Fire-Rescue to utilize their live fire training facility multiple times per year. The City of Lucas Fire-Rescue has not been able to train on a live fire this year and will be scheduling at least three live fire burns at the Richardson Training Center as soon as possible. This Interlocal Agreement will assist the Lucas Fire-Rescue Department in maintaining their Texas Commission on Fire Protection Interior Certification status.

Attachments/Supporting Documentation:

1. Minutes of the April 7, 2016 City Council meeting
2. Communications Facilities License Agreement – Jab Broadband
3. Interlocal Agreement with the City of Richardson Fire Department



Item No. 03-04-05

City of Lucas Council Agenda Request April 21, 2016

Requester: City Secretary Stacy Henderson/Public Works Director Stanton
Foerster/Assistant Fire Chief Ted Stephens

Budget/Financial Impact:

NA

Recommendation:

Approve the Consent Agenda as presented.

Motion:

I make a motion to approve/deny the consent agenda as presented.



**City of Lucas
City Council Meeting
April 7, 2016
7:00 PM**

City Hall - 665 Country Club Road – Lucas Texas

Minutes

Call to Order

Mayor Olk called the meeting to order at 7:00 pm.

Council Members Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap (*arrived at 7:09pm*)
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Philip Lawrence
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Attorney Joe Gorfida
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn

Mayor Olk determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Mayor asked Boy Scout Jacob Betz to lead the Pledge of Allegiance.

Boy Scouts Jacob Betz and Caleb Betz were in attendance working towards their Citizenship and Community merit badges.

Citizen Input

1. Citizen Input

There was no citizen input from the audience.

Community Interest

2. Community Interest Items: Presentation of Proclamation to the Blacksheep Motorcycle Club declaring the month of May as Motorcycle Awareness Month.

Mayor Olk presented the Proclamation to members of the Blacksheep Motorcycle Club declaring May as Motorcycle Awareness Month.

Mayor Olk also thanked those that participated in the Keep Lucas Beautiful cleanup event held on April 2, 2016. He noted that there were approximately 96 volunteers that participated collecting 30 tons of trash and debris as part of the event.

Consent Agenda

3. Consider approval of the minutes of the March 17, 2016 City Council meeting.

***MOTION:** A motion was made by Councilmember Duke, seconded by Mayor Pro Tem Peele, to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.*

Public Hearings

4. Consider adopting Ordinance 2016-04-00835 amending the City's Code of Ordinances, Section 14.01.004, Subsection B, Definitions creating a new definition for Nursing Home Facility.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct Public Hearing
- C. Take Action

Development Services Director Joe Hilbourn gave a brief presentation discussing the definition of Nursing Home Facility.

Mayor Olk opened the public hearing at 7:09 pm, there being no one in the audience wanting to speak, the public hearing was closed.

Mayor Olk stated that he would like the term memory care facility added as part of the definition for Nursing Home Facility.

***MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Lawrence to adopt Ordinance 2016-04-00835 amending the City's Code of Ordinances, Section 14.01.004, Subsection B, Definitions by creating a new definition for Nursing Home Facility and including the term memory care facility as part of the definition. The motion passed unanimously by a 7 to 0 vote.*

Regular Agenda

5. Consider the request by James Roberts on behalf of Logan Ford Ranch Estates for preliminary plat approval, being a replat of Lot 1 of Ford's Cattle Ranch totaling 69.019 acres with Phase 1 consisting of 11 lots, containing 31.897 acres with one remaining lot of 37.122 acres. The property is located at the northeast corner of East Winningkoff Road and Welborn Lane.

Development Services Director Joe Hilbourn gave a presentation discussing the elements of the preliminary plat and that very few improvements would be needed to the property as detention ponds were already in place as well as all roadways and water mains.

The City Council discussed with Mr. Hilbourn the lot width requirements for the flag lots associated with the development ensuring that adequate area was available for emergency vehicle access.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve the preliminary plat, being a replat of Lot 1 of Ford's Cattle Ranch totaling 69.019 acres with Phase 1 consisting of 11 lots, containing 31.897 acres with one remaining lot of 37.122 acres for the property located at the northeast corner of East Winningkoff Road and Welborn Lane. The motion passed unanimously by a 7 to 0 vote.*

6. Consider adopting Ordinance 2016-04-00836 amending the Code of Ordinances, Chapter 3, Section 3.01.011 Construction Site Maintenance to provide regulations for roll off containers used on construction sites.

Development Services Director Joe Hilbourn gave a presentation discussing the current code requirements related to roll off containers and the proposed amendments related to the amount of time in which roll off containers could be used on construction sites.

The City Council discussed the amount of time in which roll off containers could be placed on site before construction began and how much time should be allotted before the roll off containers must be removed. The City Council was in agreement to allow roll off containers to be placed on site 10 calendar days before construction began and must be removed 21 calendar days after construction had commenced or was abandoned.

MOTION: *A motion was made by Mayor Olk, seconded by Councilmember Millsap to adopt Ordinance 2016-04-00836 amending the Code of Ordinances, Chapter 3, Section 3.01.011 Construction Site Maintenance to read that roll off containers may be placed on site 10 calendar days before construction began and must be removed 21 calendar days after construction had commenced or was abandoned. The motion passed unanimously by a 7 to 0 vote.*

7. Consider calling a special City Council meeting for the purpose of canvassing the May 7, 2016 election results.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to call a special City Council meeting for May 16, 2016 at 8:00 am for the purpose of canvassing the May 7, 2016 election results. The motion passed unanimously by a 7 to 0 vote.*

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

8. Executive Session.

There was no Executive Session for this meeting.

9. Adjournment.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 7:24pm. The motion passed unanimously by a 7 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary

EXHIBIT "A"

STATE OF TEXAS

COMMUNICATIONS FACILITIES LICENSE AGREEMENT

COUNTY OF COLLIN

This Communications Facilities License Agreement ("Agreement") is made by and among the City of Lucas, Texas (the "City") and SKYBEAM INC. d/b/a RISE BROADBAND ("Licensee") (collectively, the "Parties"), acting by and through their duly authorized representatives.

Article I Term

The Term of this Agreement shall be one (1) year, commencing on the date this Agreement is signed by all parties (the "Commencement Date"), and terminating at Midnight on the last day of the twelfth full month following the Commencement Date.

Article II Premises

The City is the owner of parcels of land and three (3) Water Towers known as (1) the McGarity Tower located at 2295 McGarity Lane; (2) the Winningkoff Tower located on East Winningkoff Road, 1440 east of Winningkoff Road; and (3) the Public Works Tower located at 325 W. Lucas Road (all collectively referred to as "Water Towers" and individually referred to as "Facility") located in the City of Lucas, Collin County, State of Texas, (the Water Towers and Land are collectively, the "Property" or the "Premises"). The Property is more particularly described in Exhibits "A" through "C," which are attached hereto and incorporated herein. The City hereby leases to Lessee, and Lessee hereby leases from the City, space on the Water Towers and all access and utility easements, if any, (collectively, the "Premises").

Article III Permitted Use

The Premises may be used by Licensee only for permitted uses, which are (i) the transmission and reception of communications signals; (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings; and, (iii) activities related to any of the foregoing.

Article IV Rent

Upon the Commencement Date, Licensee shall pay to the City, as rent, Four Hundred Dollars (\$400.00), per month ("Rent") per Facility. Rent shall be payable on the first day of the

month, in advance, to the City, at the following address: City of Lucas, Attention: City Manager, 665 Country Club Lane, Lucas, Texas 75002.

Article V Improvements; Utilities; Access

(a) Licensee has the right to erect, maintain and operate on the Premises antennae facilities, including without limitation utility lines, transmission lines, electronic equipment, connecting cables and supporting equipment and structures thereto ("Licensee Facilities"), which facilities are depicted in the schematic or diagrams shown on the attached Exhibit "D." All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensee shall not damage, injure or impair any facilities or equipment on the Towers and Premises in the erection, installation, construction or maintenance of Licensee's Facilities and shall indemnify, hold harmless and defend the City from any and all loss, damage or injury caused in whole or in part by Licensee or its agents, representatives or employees in this regard.

(b) Licensee, Licensee's employees, agents and subcontractors shall have access to the Premises with prior notice to the City twenty-four (24) hours a day, seven (7) days a week. If the City is contacted by Licensee after normal business hours of the City, the Licensee shall reimburse the City for the actual cost of any the City's personnel necessary for Licensee's access.

(c) The City shall maintain existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. The City shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Licensee's use of such roadways.

(d) The City reserves the right to perform maintenance on the Water Towers, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the Water Towers. If maintenance work is required, the City agrees to provide Licensee with reasonable notice of not less than ninety (90) days prior to commencing such work to allow Licensee to remove any and all of Licensee's antennas and equipment as may be necessary provided the City makes best efforts to provide Licensee with sufficient notification of the intended work and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its antennas and equipment, or otherwise to secure the antennas or the communication facilities generally, to protect them from damage and allow Licensee to continue to operate. Licensee will be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by the City as diligently and expeditiously as possible. However, subject to the above, the City will not be responsible for system outages of up to thirty (30) days resulting from the City's need for unusually extensive maintenance and any inability of the City to accommodate a relocation of Licensee's antennas to keep them operational.

(e) The City reserves the right to require Licensee to relocate its Facilities to another location on the Water Towers. Licensee shall complete the relocation of its Facilities within thirty (30) days after written notice from the City. The relocation shall be at Licensee's expense, unless the City's relocation requirement results from the City's desire to lease space on the Water Towers to non-governmental third-party users. In that case, the third-party user shall be obligated to reimburse Licensee the reasonable relocation costs of Licensee.

Article VI Interference

(a) Licensee shall not interfere with the operation of (i) any radio equipment of the City presently situated on the Water Towers or the Property or (ii) equipment situated on the Water Towers or the Property by other operators of radio equipment at the Water Towers site which is employed in Permitted Uses, including water systems, and which are in existence on the Commencement Date of this Agreement ("Present Operators") ("Harmful Interference"). Licensee shall coordinate with the City and all Present Operators to insure that Licensee's frequencies and antenna locations will be compatible with those of the City and Present Operators.

(b) In addition, in the event the City desires to install new or additional radio communications equipment at the Water Towers site in the future, Licensee agrees to cooperate with the City in the remedying of any radio interference with said radio equipment, however, in no event shall Licensee be required to cease its activities or move its antennas or equipment on the Water Towers site or relocate the equipment shelter unless such interference is sufficient to disrupt police, fire, public works, any City communications or other emergency communications ("Emergency Interference").

(c) In the event there is Harmful Interference to said electronic equipment, Licensee will promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all reasonable steps to eliminate said Harmful Interference within ten (10) days after notice from the City or such other operator to Licensee advising of the Harmful Interference. If said Harmful Interference cannot be eliminated within thirty (30) days of notice thereof, Licensee agrees to suspend operations (transmissions) at the site while the Harmful Interference problems are studied and a means found to mitigate them. If said Harmful Interference cannot be eliminated, then Licensee shall, without penalty or further liability, terminate this Agreement upon immediate notice to the City and remove its equipment shelter and its Antenna Facilities, concrete pad, cables and any other Licensee owned equipment from the City's property.

(d) In the event there is Emergency Interference to said electronic equipment, Licensee shall immediately suspend operations (transmissions) at the Water Towers site and promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all such steps as are necessary to eliminate said Emergency Interference. If within sixty (60) days said Emergency Interference cannot be eliminated, then Licensee may, at

its sole election and without penalty or further liability, terminate this Agreement upon notice to the City and remove its equipment shelter and its Antenna Facilities from the Property.

(e) During the term of this Agreement and any extension thereof, the City shall from time to time lease additional space on the Water Towers site and on the Property and may grant to such licensees the same non-exclusive easements for access and utilities as are above granted to Licensee. Such licensees' intended use of the property leased to them may be similar or substantially the same as the above described use by Licensee. The City shall not be responsible to Licensee for the activities of any other such user as such may affect Licensee. However, the City shall cause all subsequent users of the Water Towers site to agree to a clause similar to this Article VII herein, promising to immediately eliminate interference if said user's equipment should interfere with that of Licensee, or any other user of the Water Towers site and providing that all then existing licensees and Present Operators on the Water Towers site and at the Premises are third-party beneficiaries of such agreement which may be enforced directly by Licensee and/or any other licensee or user. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury to Licensee and, therefore, Licensee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action against the interfering party to enjoin such interference. In the event Licensee and the interfering party fail to eliminate such interference, Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to the City with no further obligation or liability between the City and Licensee.

(f) Licensee shall have the sole burden of, and be responsible for all costs associated with alleging and proving that another user, including city owned equipment of the Premises is causing significant interference, or for otherwise enforcing Licensee's rights under this Agreement. The City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises or enforcement of any of Licensee's rights under this Agreement.

Article VII Taxes

Licensee shall be responsible for and pay any taxes directly attributable to the Licensee Facilities or Licensee's use of the Property.

Article VIII Condition of Site

Licensee accepts the Premises as is, in its current condition, and the City makes no representations or warranties, and hereby disclaims any and all such representations or warranties, express or implied, of any kind or nature, with regard to the Facilities and the Premises. The City shall maintain the Premises in compliance with all applicable statutes, regulations and rules, and in a manner which will not interfere with Licensee's reasonable use of the site. Upon expiration, cancellation, or termination of this Agreement, the Licensee shall remove its equipment, antenna systems and structures from the Premises at Licensee's sole cost and expense. However, upon vacation of this site, Licensee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear, as determined by the City. If, as determined by the

City, the Premises are not surrendered in satisfactory condition, the Licensee shall be liable to the City for an amount representing the actual cost to restore the Premises to substantially the same condition as received. In the event of Licensee's timely failure to remove its equipment, antenna systems, and structures, the City may do so at its expense and retain and sell any such equipment, antenna systems, and structures in compensation for any past due obligations. Licensee hereby grants and conveys a lien on all equipment, antenna systems and structures installed and used at the Premises for such purposes, enforceable without judicial intervention, perfected by written notice to Licensee to cure its default within ten (10) days of such notice. Any permanent improvements or fixtures installed on the Premises by Licensee shall become the property of the City upon the expiration of this Agreement.

Article IX Termination

(a) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows:

- (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is twenty (20) business days from receipt of notice;
- (ii) by the Licensee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of Licensee's Facilities;
- (iii) by City if the City decides in its sole discretion and for any reason, to redevelop the Premises and/or discontinue use of the Water Towers;
- (iv) by City if it determines, in its sole discretion and for any reason, that the Water Towers are structurally unsound or otherwise not suitable for Licensee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Water Towers from any source, or factor relating to condition of the Water Towers;
- (v) by City if it determines in its sole discretion that continued use of the Water Towers by Licensee is in fact a threat to health, safety or welfare or violates applicable laws or ordinances; or
- (vi) by City at its sole discretion if Licensee loses its license to provide service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license.

(b) Notice of Licensee's termination pursuant to paragraph X(a) shall be given to City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be

retained by City. Upon such termination, the Agreement shall become null and void and the parties shall have no further obligations to each other, except that rental payments to the City shall continue as liquidated damages for the remainder of the term of this Agreement, not to exceed 150% of the annual rent for the year in which such termination occurs.

Article X Destruction or Condemnation

If the Premises or Licensee Facilities are materially damaged, abandoned, removed, destroyed, condemned or transferred in lieu of condemnation, the City or Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other party no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If the City undertakes to rebuild the Water Towers, the City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Licensee is able to secure a replacement transmission location or the reconstruction of Licensee's Facilities is completed.

Article XI Insurance

Licensee, at Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Licensee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Licensee, its employees and agents arising out of or in connection with Licensee's use of the Premises, all as provided for herein. The City shall be named as an additional insured on Licensee's policy. Licensee shall provide to the City a certificate of insurance evidencing the coverage within thirty (30) days prior to the Commencement Date.

Article XII Warranty of Title and Quiet Enjoyment

The City warrants that: (i) the City owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) the City has full right to make and perform this Agreement; and (iii) the City covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises.

Article XIII Repairs

Licensee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Licensee. Except as set forth in Article VI(a) above, upon expiration or termination hereof, Licensee shall restore the

Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

Article XIV
Hazardous Substances

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. City and Licensee agree to assume all duties, responsibilities and liabilities at their sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to

(i) each party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or
(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The provisions of this section will survive the expiration or termination of this Agreement.

XV
Liability and Indemnity

(a) Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify the City against any loss, damage, cost, or expense which may be sustained or incurred by the City as a result of Licensee's installation, operation, or removal of said improvements, except where caused in whole or in part by the gross negligence or willful misconduct of the City, its agents, servants or employees.

(b) Licensee agrees and is bound to indemnify, defend, and hold the City whole and harmless against any and all claims for any loss or damages that may arise out of the use, maintenance, and occupancy of Licensee's Facilities and use of the Premises by Licensee, except where caused in whole or in part by the gross negligence or willful misconduct of the City, its agents, servants or employees.

(c) Licensee agrees that Licensee shall indemnify, defend, release, acquit, and hold free and harmless the City, its agents, representatives and employees from and against any and all claims, demands, causes of action, liabilities, losses, and damage, whether asserted by Licensee, its agents, representatives or employees, or any third party which in any ways relates to or arises from Licensee's Facilities or the installation or maintenance thereof, or from Licensee's entry onto and utilization of the Property, including but not limited to claims or causes of action alleging that loss, injury or damage were caused in whole or in part by the City's negligence.

Article XVI
Water Towers Marking and Lighting Requirements.

The City acknowledges that it, and not Licensee, shall be responsible for compliance with all Water Towers marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Licensee be cited by either the FCC or FAA because the Water Towers are not in compliance due to Licensee's Facilities and, should Licensee fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, City may terminate this Agreement.

Article XVII
Public Emergency

The Parties understand and agree that the primary function of the Property is to serve as a water tower for the City and that the interests of Licensee are superseded by the public health, safety, and welfare of the citizens of the City of Lucas served by the Water Towers. In the event that the City of Lucas City Council or the City Manager declare a public emergency or there exists a threat to the Water Towers or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, Licensee shall immediately remove its improvements from the Leased Premises. In the event Licensee is not able to immediately respond, the City may remove Licensee's improvements without incurring liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by Licensee.

Article XVIII
Miscellaneous

18.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

18.2 Assignment/Subletting. Licensee may not assign nor sublet this Agreement in whole or in part without the prior written consent of City. In the event of an assignment or sublet by Licensee to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

18.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

18.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

18.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

18.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

18.7 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City,
to: City of Lucas
Attn: City Manager 665
Country Club Road Lucas,
Texas 75002 Facsimile:
(972) 727-0091

With a copy to:
Joe Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza, 500 N. Akard
Dallas, Texas 75201
Facsimile: 214.965.0010

SKYBEAM INC. d/b/a RISE BROADBAND
Attn: Kam Howard
12552 S. 125 West Suite 201
Draper, Utah 84020
Facsimile: (801) 662-0390

18.8 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

18.9 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

18.10 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

18.11 Compliance with Federal, State & Local Laws. Licensee shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

EXHIBIT A
McGarity Water Tower Legal Description

EXHIBIT "A"

Being a 2.000 acre tract of land situated in the WILLIAM SNYDER SURVEY, ABSTRACT NO. 821, City of Lucas, Collin County, Texas and being part of a tract of land conveyed to G. Ward Paxton, by deed recorded in County Clerk File No. 94-0011304, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of said G. Ward Paxton tract, said iron rod also located in the south Right Of Way Line of F.M. Highway No. 2170;

THENCE S 00° 52'08" E, departing the said south Right Of Way Line of F.M. Highway No. 2170, and along the east line of said G. Ward Paxton tract and the west line of a tract of land conveyed to Robert Kubicek, by deed recorded in Volume 2441, Page 616, of the Deed Records of Collin County, Texas (D.R.C.C.T.), a distance of 606.60 feet to a 1/2" iron rod found for corner;

I HENCE S 00° 51'14" E, passing at a distance of 1699.07 feet a 1/2" iron rod set, in all a distance of 1994.27 feet to a 1/2" iron rod found for the southeast corner of the said G. Ward Paxton tract, said point also located in the north Right Of Way Line of McGarity Lane, and the POINT OF BEGLNNLNG for the herein described 2.000 acre tract;

THENCE S 89° 34'11" W, along the north line of said McGarity Lane and the south line of said G. Ward Paxton tract, a distance of 296.25 feet, to a 1/2" iron rod set for corner,

THENCE N 00° 25'49" W, departing the north line of said McGarity Lane and the south line of said G. Ward Paxton tract, a distance of 295.16 feet, to a 1/2" iron rod set for corner;

THENCE N 89° 34'11" E, a distance of 294.07 feet, to a 1/2" iron rod set for corner, said point located in the east line of said G. Ward Paxton tract and the west line of a tract of land conveyed to Juliette Fowler Homes by deed recorded in Volume 816, Page 165, of the Deed Records of Cain County, Texas (D.R.C.C.T.);

THENCE S 00° 51'14" E, along the east line of said G. Ward Paxton tract and the west line of the said Juliette Fowler Homes tract, a distance of 295.17 feet, to the POINT OF BEGINNING and containing 2.000 acres, or 87,120 square feet of land more or less.

EXHIBIT B
Winningkoff Water Tower Legal Description

Being a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, and being part of a 224.497 acre tract conveyed to the North Texas Municipal Water District by deed recorded in Volume 1326, Page 253, of the deed records of Collin County, Texas, and being more particularly described as follows:

Beginning at a point for corner located North 89° 37' 10" West 1599.37 feet and North 0° 40' 50" West a distance of 285.00 feet to a point for corner;

Thence South 89° 37' 10" East a distance of 152.84 feet to a point for corner;

Thence South 0° 40' 50" East a distance of 285.00 feet to a point for corner located 35.00 feet from the south line of said 224.497 acre tract;

Thence North 89° 37' 10" West 35.00 feet from and parallel to said south line a distance of 152.84 feet to the point of beginning and containing 1.00 acres of land.

EXHIBIT C
Public Works Water Tower Legal Description

SITUATED in Collin County, Texas, in the James Lovelady Survey, Abstract No. 538 and being a resurvey of a one acre tract reputed to have been conveyed by J. E. Stratton to Collin County by unrecorded deed less a strip about 30 feet wide off the north end of same conveyed to the State of Texas for Highway right-of-way:

BEGINNING at an iron stake by an old Bois d'arc corner post at the southeast corner of said 1.00 acre;

THENCE North 89° -38' West, with an established fence, 211.0 feet to an iron pipe driven in the base of a Bois d'arc tree at the southwest corner of said 1.00 acre;

THENCE North 0° -20' East 184.5 feet to a point in the south line of F. M. Highway 1378; from which an iron stake for reference bears South 5.0 feet;

THENCE South 89° -14' East, with the Highway south line, 210.0 feet to an iron stake therein and in the East line of said 1.00 acre;

THENCE South 0° -39' East, with an established fence line, 183.0 feet to the place of **BEGINNING**;

CONTAINING 0.89 acres

EXHIBIT D License Facilities

Lucas McGarity 2295 McGarity Ln

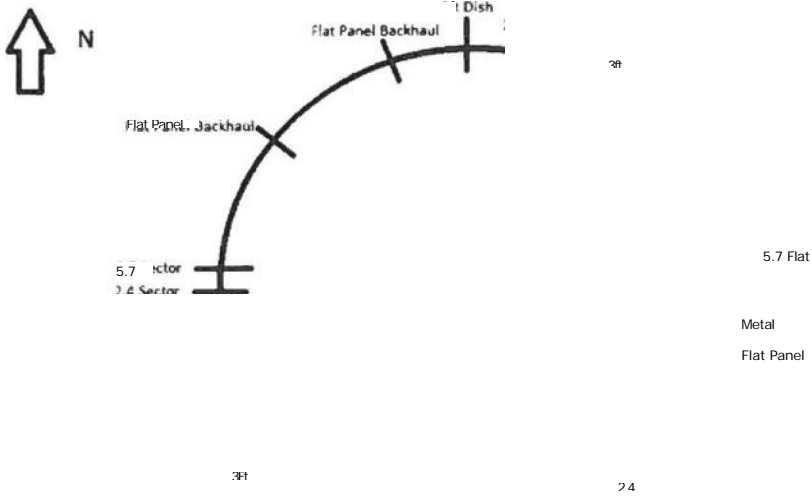
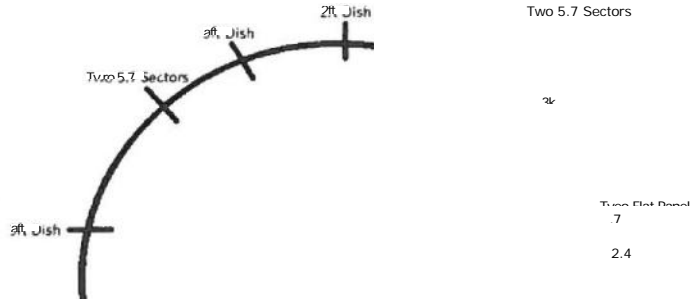


EXHIBIT D License Facilities

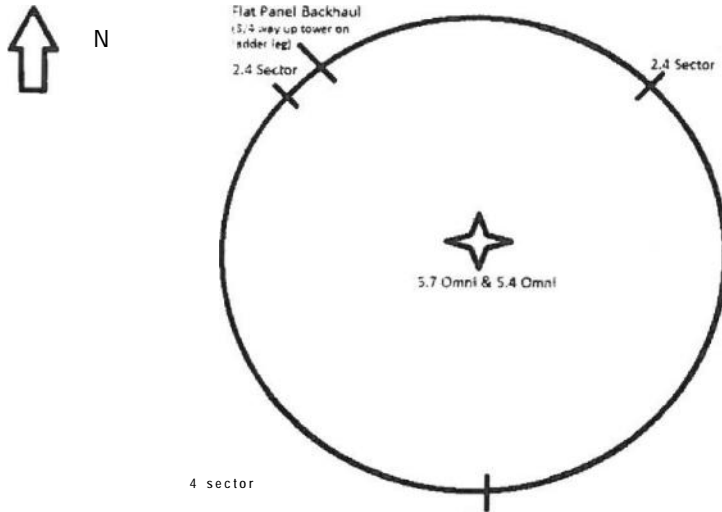
Lucas Winningkoff- 745 E Winningkoff Rd



24

**EXHIBIT D
License Facilities**

Lucas Public Works- 325 W Lucas Rd



SIGNED AND AGREED, this 21st day of April, 2016.

CITY OF LUCAS, TEXAS

By: _____
Joni Clarke, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Stacy Henderson, City Secretary

By: _____
Joe Gorfida, City Attorney

STATE OF TEXAS §
§
COUNTIES OF COLLIN § **INTERLOCAL COOPERATION AGREEMENT**
AND DALLAS § **FOR USE OF THE CITY FIRE TRAINING CENTER**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Richardson, Texas (the “City”), and the City of Lucas, Texas (“Lucas”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City owns and operates a Fire Training Center for the training of its fire fighters (the “Fire Training Center”); and

WHEREAS, Lucas desires to use the Fire Training Center as set forth in Exhibit “A” (the “Use Schedule”) in accordance with the terms and conditions set forth herein; and

WHEREAS, City desires to allow Lucas to use the Fire Training Center as set forth herein; and

WHEREAS, the governing bodies of the City and Lucas have authorized this Interlocal Cooperation Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

The term of this Agreement shall commence on the Effective Date and shall be for the periods of time set forth in the Use Schedule, unless sooner terminated as provided herein. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. City may suspend or immediately terminate the use of the Fire Training Center by Lucas for any unsafe, dangerous or other unauthorized use of the Fire Training Center.

Article II Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Lucas may use the Fire Training Center for the training and activities as set forth in the Use Schedule.

Article III Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

“City” shall mean the City of Richardson, Texas, acting by and through its City Manager, or designee.

“Effective Date” shall mean the last date of execution of this Agreement by all of the Parties.

“Fee Schedule” shall mean the fees and charges for use of the Fire Training Center established by the City from time to time.

“Fire Science Training” shall collectively mean live fire training in pursuit of basic fire certification and ladder training above four floors, driving/pumping, high angle rescue, ventilation exercise, and any fire, Emergency Medical, and specialized rescue training related to fire department services.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Lucas” shall mean the City of Lucas, Texas, acting by and through its City Manager, or designee.

Article IV Use of Fire Training Center

4.1 Fire Science Training Use. (a) Lucas may use the designated Fire Training Center facilities during the periods set forth in the Use Schedule.

(b) City shall provide at least one (1) fire personnel on site during the Fire Science Training. Lucas may not use the Fire Training Center at any time during which the City does not have at least one (1) representative on site. City shall provide the necessary personnel to operate

the fire systems for the live Fire Science Training for each Class. Lucas agrees and acknowledges that only City personnel may operate the fire systems.

(c) Lucas is solely responsible for providing the personnel for the Fire Science Training unless the Parties agree otherwise in writing. In the event the City provides personnel to conduct the Fire Science Training, Lucas shall pay such fees and costs established by the City from time to time for such services. Lucas Fire Science Training shall at all times be in compliance with National Fire Protection Association Standard (NFPA) #1403, "Standard on Live Fire Training Evolutions," and at least one (1) Certified Fire Safety Officer shall be involved in all evolutions/uses conducted at the Fire Training Center, and that that certification be current and through the Texas Commission on Fire Protection (TCFP) or the International Fire Service Accreditation Congress (IFSAC).

(d) Lucas shall comply at all times with the City rules for the Fire Training Center adopted from time to time by the City Fire Department.

4.2 Fees. Lucas shall pay to the City the fees set forth in the Fee Schedule for use of the Fire Training Center on a monthly basis within thirty (30) days after receipt of a City itemized invoice. Lucas shall, prior to any use of the Fire Training Center, pay to the City the deposit, if any, required in Lucas Schedule.

4.3 Insurance. Lucas shall obtain and maintain in full force and effect, at its expense, the following policies of insurance and coverage:

- (a) Commercial General Liability Policy. Commercial General Liability Policy covering bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against claims, demands or actions relating to Lucas use of the Fire Training Center pursuant to this Agreement with minimum limits of not less than Two Million Dollars (\$2,000,000) combined single limit, and Four Million Dollars (\$4,000,000) aggregate, including products and completed operations coverage Personal and Advertising Injury, with a minimum "per occurrence" limit of Two Million Dollars (\$2,000,000). This policy shall be primary to any policy or policies carried by or available to the City, as relates to Lucas operations.
- (b) Workers' Compensation/Employer's Liability Insurance Policy. Workers' Compensation/Employer's liability insurance policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
- (c) Automobile Liability Insurance Policy. Automobile liability insurance policy covering all operations of Lucas pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with

minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

- (d) Excess Coverage. The above insurance limits can be provided by primary policies reflecting required limits or through a combination of primary and excess liability insurance policies. The general liability and automobile liability insurance shall be primary and any excess or umbrella coverage shall follow form to the primary coverage.
- (e) Waiver of Subrogation Rights. All such policies of insurance shall waive the insurer's right of subrogation against the City. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.
- (f) Additional Insured Status. With the exception of Worker's Compensation Insurance/Employer's Liability Insurance, all insurance required pursuant to this Agreement shall be endorsed to name City as additional insureds using Additional Insured Endorsements for the City under Texas law, including products/completed operations.
- (g) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of the use of the Fire Training Center under this Agreement and annually thereafter until the expiration or termination of this Agreement. All required policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation, waiver of subrogation, City as additional insureds, and shall be primary with City insurance coverage being non-contributory. At the renewal of the required insurance policies, Lucas shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Lucas shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein. The delivery of the Certificates of Insurance and the policy endorsements to the City is a condition precedent to the continuation of the use of the Fire Training Center by Lucas. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsement shall remain in effect until the expiration or termination of this Agreement. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by City as relates to Lucas operations.
- (h) Carriers. All policies of insurance required to be obtained by Lucas pursuant to this Agreement shall be maintained with insurance carriers that are

reasonably satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A - VII or better" by AM Best or other equivalent rating service.

4.4 Governmental Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

Article V Miscellaneous

5.1 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for City, to:

Dan Johnson
City Manager
City of Richardson, Texas
411 West Arapaho Road
P.O. Box 830309
Richardson, Texas 75083-0309

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Lucas, to:

Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

With a copy to:

Ted Stephens
Assistant Fire Chief
City of Lucas, Texas, Fire-Rescue
165 Country Club Road
Lucas, Texas 75002

5.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to this agreement.

5.3 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter of said court.

5.4 Severability. In the event that 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 other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.5 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.8 Exhibits. The exhibits to this Agreement are incorporated herein.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2016.

CITY OF LUCAS, TEXAS

By: _____
Joni Clarke, City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney



EXHIBIT "A"
Richardson Fire Training Center
Fee Schedule

Indoor Classroom Only (All fees are per hour)		
Single Room	\$50	M-F 08:00-17:00
	\$100	M-F 17:00-22:00 & Weekends
Double Room	\$75	M-F 08:00-17:00
	\$150	M-F 17:00-22:00 & Weekends

Training Tower with Outdoor Classroom (All fees are per hour)		
Less than 14 people	\$100	(no burning)
14 or more people	\$150	(no burning)
Burning Class A Only	+ \$25	(must supply own fuel)
Class B: 1 Floor	+ \$50	(includes fuel)
Class B: 2 Floors	+ \$80	(includes fuel)
Trench Rescue & Confined Space Prop Only	\$50	M-F 08:00-17:00
	\$90	M-F 17:00-22:00 & Weekends
Vehicle Propane Fire Prop Only (Includes 1 Fire Control Officer & 1 Safety Officer)	\$150 + cost of fuel	Propane Costs are typically \$100/hour, depending on speed of rotations
Driving Simulator	\$150	M-F 08:00-17:00
SCBA Maze Only	\$50	M-F 08:00-17:00

- Users must supply all Class A fuels to be used and replace any material used for ventilation props/ceiling tiles or sheetrock.
- Fees include 1 RFD staff member plus one additional for 1 floor burning or 2 additional for 2 floor burning.
- Users are responsible for all clean-up.



City of Lucas Council Agenda Request April 21, 2016

Requester: Mayor Jim Olk

Agenda Item:

Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program:

- Samuel Bell – Pursuing Computer Certification through CompTIA A+
- Alexandria Wingard – Storyboarding/Animation

Background Information:

As part of the Lovejoy ISD Independent Studies Program, students from Lovejoy High School are required to present their project of interest to a public audience and have asked if they may present their reports to the City Council. This is the second year in a row that the students of Lovejoy High School will be sharing their presentations with the City Council.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request April 21, 2016

Item No. 07

Requester: Mayor Jim Olk

Agenda Item:

Consider making nominations of a primary and alternate member to the Regional Transportation Council.

Background Information:

The North Central Texas Council of Governments is the Metropolitan Planning Organization for the Dallas-Fort Worth area. The Regional Transportation Council, comprised primarily of local elected officials, is the transportation policy body for the Metropolitan Planning Organization.

Each seat on the Regional Transportation Council will be provided a primary member and an alternate member serving a two-year term beginning in June. Currently the Cities of Lucas, Allen, Rowlett, Sachse, Wylie and Murphy share a seat on the Regional Transportation Council with City of Allen Mayor Stephen Terrell as the primary representative and City of Wylie Mayor Eric Hogue as the alternate representative. Cities and Counties are strongly encouraged to reflect diversity in their selection as well as rotation of the seat among entities within their respective cluster.

All nominations must be made in writing to the Regional Transportation Council before June 1, 2016.

Attachments/Supporting Documentation:

NA

]

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

March 21, 2016

The Honorable Stephen Terrell
Mayor
City of Allen
305 Century Parkway
Allen, TX 75013

The Honorable Todd Gottel
Mayor
City of Rowlett
4000 Main St.
Rowlett, TX 75088

The Honorable Mike Felix
Mayor
City of Sachse
3815 Sachse Rd., Bldg. B
Sachse, TX 75048

The Honorable Eric Hogue
Mayor
City of Wylie
300 Country Club Rd., Bldg. 100
Wylie, TX 75098

The Honorable Eric Barna
Mayor
City of Murphy
206 North Murphy Rd.
Murphy, TX 75094

The Honorable Jim Olk
Mayor
City of Lucas
665 Country Club Rd.
Lucas, TX 75002-7651

Dear Mayors Terrell, Gottel, Felix, Hogue, Barna, and Olk:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Allen, Rowlett, Sachse, Wylie, Murphy, and Lucas share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

March 21, 2016

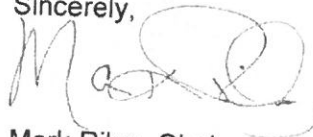
An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. A best practice may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

Your current primary representative on the RTC is Stephen Terrell, Mayor, City of Allen. Your current alternate representative is Eric Hogue, Mayor, City of Wylie. You may choose to keep your current representatives or appoint a new primary representative and/or alternate representative. I encourage you to make your new appointment or appointments prior to June when the new two-year terms begin. Please mail (P.O. Box 5888, Arlington, TX 76005-5888) or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designation should be confirmed in writing by all entities included in this group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Mark Riley, Chair
Regional Transportation Council
County Judge, Parker County

VPJ
Enclosure

cc: Ms. Joni Clarke, City Manager, City of Lucas
Mr. Brian Funderburk, City Manager, City of Rowlett
Mr. Mark Lee, Interim City Manager, City of Murphy
Ms. Mindy Manson, City Manager, City of Wylie
Ms. Gina Nash, City Manager, City of Sachse
Mr. Peter H. Vargas, City Manager, City of Allen

**2016-2017 REGIONAL TRANSPORTATION COUNCIL
MEMBERSHIP STRUCTURE**

<u>City</u>	<u>2015 Population Estimates</u> ¹	<u>2013 Employment Estimates</u> ²	<u>Maximum of Population & Employment</u>
City Membership			
Plano	271,140	262,007	271,140
McKinney	154,840	56,037	154,840
Anna	10,980	640	10,980
Princeton	7,910	1,544	7,910
Fairview	8,420	1,887	8,420
Melissa	6,890	1,509	6,890
Allen	91,390	38,513	91,390
Lucas	6,400	1,971	6,400
Wylie	45,000	13,847	45,000
Rowlett	56,910	13,096	56,910
Sachse	22,460	1,739	22,460
Murphy	19,170	3,407	19,170
Frisco	145,510	66,819	145,510
Prosper	15,970	2,541	15,970
Little Elm	33,710	3,903	33,710
The Colony	39,310	8,160	39,310
Celina	7,320	1,728	7,320
Providence Village	5,750	288	5,750
Dallas	1,244,270	1,103,909	1,244,270
University Park	22,840	12,887	22,840
Highland Park	8,440	4,746	8,440
Garland	232,960	98,579	232,960
Addison	15,530	64,323	64,323
Richardson	102,430	125,451	125,451
Irving	228,610	270,981	270,981
Coppell	39,880	35,995	39,880
Mesquite	142,230	60,894	142,230
Balch Springs	24,280	5,817	24,280
Seagoville	15,390	5,274	15,390
Sunnyvale	5,420	5,048	5,420
Grand Prairie	182,610	82,380	182,610
Duncanville	39,220	15,822	39,220
DeSoto	50,970	17,985	50,970
Cedar Hill	46,350	16,191	46,350
Lancaster	37,360	12,418	37,360
Glenn Heights	11,440	1,029	11,440
Hutchins	5,350	4,050	5,350
Carrollton	125,250	104,917	125,250
Farmers Branch	30,350	76,707	76,707
Denton	123,200	76,712	123,200
Sanger	7,590	4,265	7,590
Corinth	20,620	6,199	20,620
Lake Dallas	7,240	1,791	7,240
Lewisville	99,480	68,138	99,480
Flower Mound	66,820	32,660	66,820
Highland Village	15,290	4,499	15,290

<u>City</u>	<u>2015 Population</u>	<u>2013 Employment</u>	<u>Maximum of Population & Employment</u>
Fort Worth	792,720	493,499	792,720
Arlington	379,370	209,798	379,370
N. Richland Hills	66,300	27,388	66,300
Richland Hills	7,920	6,484	7,920
Haltom City	42,640	23,280	42,640
Watauga	23,590	6,036	23,590
White Settlement	16,740	9,052	16,740
River Oaks	7,270	1,820	7,270
Lake Worth	5,000	6,305	6,305
Westworth Village	2,570	1,155	2,570
Saginaw	20,480	10,101	20,480
Azle	11,140	4,543	11,140
Keiler	42,890	14,170	42,890
Grapevine	48,520	88,359	88,359
Southlake	27,710	32,147	32,147
Colleyville	23,760	9,601	23,760
Westlake	1,120	7,779	7,779
Trophy Club	10,690	1,409	10,690
Roanoke	7,200	6,213	7,200
Hurst	38,340	21,042	38,340
Euless	54,050	17,777	54,050
Bedford	48,060	30,137	48,060
Mansfield	60,400	29,748	60,400
Benbrook	21,910	6,698	21,910
Forest Hill	12,380	3,985	12,380
Crowley	14,130	5,358	14,130
Everman	6,110	1,751	6,110
Kennedale	7,130	5,152	7,130

County Membership

	<u>2015 Population</u>
<u>Collin County</u>	868,790
<u>Dallas County</u>	2,454,880
<u>Denton County</u>	734,940
<u>Tarrant County</u>	1,905,750
<u>Ellis County</u>	161,010
Ennis	18,730
Waxahachie	32,670
Midlothian	21,610
Red Oak	11,980
<u>Kaufman County</u>	109,300
Forney	17,480
Kaufman	6,610
Terrell	<u>16,220</u>
Combined Ellis and Kaufman Population	270,310

<u>Johnson County</u>	158,350
Burleson	41,280
Cleburne	29,170
Keene	6,160
Joshua	6,090

<u>Hood County</u>	56,020
Granbury	<u>8,940</u>

Combined Johnson and Hood Population 214,370

<u>Hunt County</u>	89,090
Commerce	8,130
Greenville	26,180

<u>Rockwall County</u>	87,290
Rockwall	40,620
Heath	7,430
Royse City	10,220
Fate	<u>9,700</u>

Combined Hunt and Rockwall Population 176,380

<u>Parker County</u>	124,630
Weatherford	26,600
Mineral Wells	16,790

<u>Wise County</u>	61,970
Decatur	6,390
Bridgeport	<u>6,080</u>

Combined Parker and Wise Population 186,600

Transportation Providers

DART
DCTA
FWTA
DFW International Airport
TxDOT Dallas
TxDOT Fort Worth
NTTA

Sources:

¹ Population - NCTCOG 2015 Population Estimates

² Employment - NCTCOG 2013 Small Area Employment Estimates



City of Lucas Council Agenda Request April 21, 2016

Requester: Finance Director – Liz Exum

Agenda Item:

Consider adopting Ordinance 2016-04-00837 approving the Mid-Year Budget Adjustments for fiscal year beginning October 1, 2015 and ending September 30, 2016.

Background Information:

The Finance Department has completed the review process with the City departments and the City Manager for the Mid-Year budget review. Adjustments have been made to properly reflect actual trends in activity and amendments as necessary.

Attachments/Supporting Documentation:

1. Presentation of FY 2015-2016 Mid-Year Budget Adjustments
2. Detailed Amended Budget for FY 2015-2016.
3. Ordinance #2016-04-00837 with Exhibit A detailing budget amendments for FY 2015-2016.

Budget/Financial Impact:

The financial impact to the budget is varied and is outlined in detail to be reviewed and discussed.

Recommendation:

Staff recommends approval of the FY 2015-2016 Mid-Year Budget Adjustments.

Motion:

I move to adopt Ordinance 2016-04-00837 of the City of Lucas amending the budget for Fiscal Year beginning October 1, 2015 and ending September 30, 2016.



Fiscal Year 15/16 Mid-Year Budget Review

Revenue Adjustments

General Fund: Increase \$125,622

Permits, Franchise Fees	\$36,500
County Fire District	\$43,101
NCTTRAC Reimbursement grant for EMS expenses	\$2,016
Park Dedication/Misc.	\$44,005

Water Fund: Increase \$252,620

Trash Services/water meter sales for new customers	\$22,200
Sewer Development Fees – Pennington Partners – Shipley Tract	\$230,420

Capital Fund: Decrease (\$156,066)

Park Trail Project – did not receive grant funding	(\$106,066)
Rock Ridge Project – refund from NTMWD recorded in FY 14-15	(\$50,000)

Debt Fund: Increase \$64,265

Revenues for frozen property tax and delinquent revenue

Impact Fees: Increase \$110,000

Roads in General Fund	\$60,000
Water in Water Fund	\$50,000

Expenditure Adjustments

General Fund: Increase	\$135,089
Admin – Finance INCODE PR Time Mgmt Software Module	\$4,200
Admin – Finance council previously apprv 10-1-16 adj CM salary	\$2,890
Fire Dept: TESRA other retirement council previously apprv 2-18-16	\$25,000
Fire Dept: Facility Maint. – AC Relocation and Generator repair	\$23,960
Fire Dept: Vehicle Maint. – Spring Repair E 862	\$9,500
Fire Dept: Dispatch – pricing increase	\$1,623
Fire Dept: Utilities – larger facility expense	\$5,000
Fire Dept: Hardware – offset with NCTTRAC EMS grant reimbursement	\$2,016
Public Works Equipment – Safety Water level monitoring devices for Stinson and Snider bridges	\$60,000
Public Works – Monthly communication for water level monitoring devices	\$900
Water Fund: Increase	\$65,190
Council previously apprv 10-1-16 adj CM salary	\$2,890
Trash increase for new customers	\$12,500
Wastewater – Add't billing from NTMWD prior year true-up	\$7,800
Equipment – Rebuild two valves/replace two malfunctioned pumps with new pumps at McGarity	\$42,000
Capital Improvements Fund: Decrease	(\$20,480)
Park Trail Project – did not receive grant funding – expenditure reversal	(\$117,480)
Parker Rd Water Line – FY 14-15 Carry over of design costs	\$18,000
RTR W Lucas Rd/CC – FY 14-15 Carry over remaining RTR funding	\$79,000

General and Water Fund Budget Overview and Reserves

General Fund Revised Budget:

Total Estimated Revised Revenues	\$4,807,842
Total Estimated Revised Expenditures	<u>\$4,571,690</u>
Total Revenues that exceed expense	\$236,152

Water Fund Revised Budget:

Total Estimated Revised Revenues	\$3,949,040
Total Estimated Revised Expenditures	<u>\$3,676,289</u>
Total Revenues that exceed expense	\$272,751

Projected Unrestricted Cash Balance as of 9-30-16:

Prior to GASB 54 Fund Balance Policy Requirements:

General Fund:	\$6,612,564	18.0 months
Water Fund:	\$3,787,557	14.0 months

After GASB 54 Fund Balance Policy Requirements:

General Fund:	\$4,326,719	12.0 months
Water Fund:	\$2,131,913	8.0 months

CITY OF LUCAS
Mid-Year Budget
Adjustments
FY 2015-2016



	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16
REVENUE SUMMARY				
GENERAL FUND				
PROPERTY TAXES	1,892,509	0	1,892,509	1,849,176
OTHER TAXES	1,179,700	-5,000	1,174,700	628,782
FINES & FORFEITURES	522	0	522	444
LICENSES & PERMITS	564,130	37,000	601,130	305,426
FIRE DEPARTMENT REVENUE	563,243	43,101	606,344	311,173
FEES & SERVICE CHARGES	82,600	4,500	87,100	37,301
MISCELLANEOUS REVENUES	399,516	46,021	445,537	134,034
TOTAL GENERAL FUND REVENUE	4,682,220	125,622	4,807,842	3,266,336
WATER UTILITIES FUND				
FEES & SERVICE CHARGES	3,661,870	252,620	3,914,490	1,555,886
MISCELLANEOUS REVENUES	34,550	0	34,550	2,551
TOTAL WATER UTILITIES FUND REVENUE	3,696,420	252,620	3,949,040	1,558,437
DEBT SERVICE FUND				
PROPERTY TAXES	836,839	64,265	901,104	900,409
TOTAL DEBT SERVICE FUND REVENUE	836,839	64,265	901,104	900,409
COMBINED REVENUE TOTALS	9,215,479	442,507	9,657,986	5,725,182
EXPENDITURES				
GENERAL FUND				
CITY COUNCIL	27,450	0	27,450	14,189
CITY SEC	144,632	0	144,632	68,984
ADMIN/FINANCE	526,490	7,090	533,580	255,683
DEVELOPMENT SERVICES	312,621	0	312,621	135,795
PUBLIC WORKS	1,229,050	60,900	1,289,950	240,710
PARKS	144,400	0	144,400	16,677
FIRE	1,623,092	67,099	1,690,191	771,755
NON-DEPARTMENTAL	428,866	0	428,866	164,102
TOTAL GENERAL FUND EXPENDITURES	4,436,601	135,089	4,571,690	1,667,895
WATER UTILITIES FUND				
TOTAL EXPENDITURES	3,088,383	65,190	3,153,573	1,269,491
DEBT SERVICE				
WATER UTILITIES	522,716	0	522,716	447,050
GENERAL FUND	826,739	0	826,739	700,804
TOTAL DEBT SERVICE	1,349,455	0	1,349,455	1,147,854
TOTAL EXPENDITURES	8,874,439	200,279	9,074,718	4,085,240
NET REVENUE LESS EXPENDITURES	341,040	242,228	583,268	1,639,942

2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16
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SUMMARY BY FUND

GENERAL FUND				
REVENUE	4,682,220	125,622	4,807,842	3,266,336
EXPENDITURES	4,436,601	135,089	4,571,690	1,667,895
NET REVENUE LESS EXPENDITURES	245,619	-9,467	236,152	1,598,441
WATER UTILITES FUND				
REVENUE	3,696,420	252,620	3,949,040	1,558,437
EXPENDITURES	3,088,383	65,190	3,153,573	1,269,491
DEBT SERVICE	522,716	0	522,716	447,050
NET REVENUE LESS EXPENDITURES	85,321	187,430	272,751	-158,104
DEBT SERVICE FUND-GENERAL				
REVENUE	836,839	64,265	901,104	900,409
EXPENDITURES	826,739	0	826,739	700,804
NET REVENUE LESS EXPENDITURES	10,100	64,265	74,365	199,605
NET REVENUE LESS EXPENDITURES	341,040	242,228	583,268	1,639,942

FUND SUMMARIES - GOVERNMENTAL FUNDS

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	GENERAL	DEBT SERVICE	CAPITAL IMPROVEMENTS	BROCKDALE ROAD IMPROV	RTR/TXDOT COUNTY/LCA	IMPACT FEES	TOTAL GOVERNMENTAL
BEGINNING FUND BALANCE	6,484,797	560,000	2,000,000	102,935	1,250,345	867,279	11,265,356
PROPERTY TAXES	1,892,509	901,104					2,793,613
OTHER TAXES	1,174,700						1,174,700
FINES & FORFEITURES	522						522
LICENSES & PERMITS	601,130						601,130
FIRE DEPARTMENT REVENUE	606,344						606,344
FEES & SERVICE CHARGES	87,100						87,100
MISCELLANEOUS REVENUES	445,537		6,000	50,000			501,537
IMPACT FEES						260,000	260,000
RTR FUNDS LEFT TURN LANES							0
RTR FUNDS FM 1378							0
PARKS GRANT							0
COUNTY FUNDS					244,414		244,414
TRANSFER IN RESERVES							0
TRANSFER IN IMPACT FEES							0
TOTAL REVENUES	4,807,842	901,104	6,000	50,000	244,414	260,000	6,269,360
EXPENDITURES							
CITY COUNCIL	27,450						27,450
CITY SEC	144,632						144,632
ADMIN/FINANCE	533,580						533,580
DEVELOPMENT SERVICES	312,621						312,621
PUBLIC WORKS	144,400						144,400
PARKS	1,289,950						1,289,950
FIRE	1,690,191						1,690,191
NON-DEPARTMENTAL	428,866						428,866
DEBT SERVICE PRINCIPAL		560,000					560,000
DEBT SERVICE INTEREST/BOND EXP		266,739					266,739
CAPITAL PROJECTS ESTATES PKWY/ROCK RIDGE INTERSECTION(PARTIAL FUNDING)						320,000	320,000
CAPITAL PROJECTS RTR W LUCAS RD TO ANGEL PKWY /RTR W LUCAS & CC RD					1,459,194	59,479	1,518,673
PARKS PROJECT							0
CAPITAL PROJECTS BLONDY JHUNE RD BRIDGES/SAFETY PROJECT			2,000,000				2,000,000
CAPITAL PROJECTS BAIT SHOP						100,000	100,000
CAPITAL PROJECTS SAFETY ENHANCEMENTS							0
CAPITAL PROJECTS WINNINGKOFF S-CURVE							0
TOTAL EXPENDITURES	4,571,690	826,739	2,000,000	0	1,459,194	479,479	9,337,102
NET CHANGE IN FUND BALANCE	236,152	74,365	(1,994,000)	50,000	(1,214,780)	(219,479)	(3,067,742)
ENDING FUND BALANCE	6,720,949	634,365	6,000	152,935	35,565	647,800	8,197,614
MINUS RESTRICTED FOR:							
IMPACT FEES						(647,800)	(647,800)
LCA RESTRICTED					(24,839)		(24,839)
BROCKDALE ROAD IMPROVEMENTS				(152,935)			(152,935)
RESTRICTED FOR CAPITAL OUTLAY - GENERAL FUND	(50,000)						(50,000)
DEBT SERVICE PAYMENTS		(570,100)					(570,100)
MUNICIPAL COURT/PEG FEES	(58,385)						(58,385)
CAPITAL IMPROVEMENT PROJECTS			(6,000)		(10,726)		(16,726)
UNASSIGNED FUND BALANCE	6,612,564	64,265	0	0	0	0	6,676,829
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	6,612,564	64,265	0	0	0	0	6,676,829
AMOUNT IN DAYS OPERATING COST	528						533
AMOUNT IN MONTHS OPERATING COST	18						18
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(2,285,845)						(2,285,845)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	4,326,719						4,390,984
AMOUNT IN DAYS OPERATING COST	345						345
AMOUNT IN MONTHS OPERATING COST	12						12

FUND SUMMARIES - PROPRIETARY

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
<u>BEGINNING BALANCE RESTRICTED/UNRESTRICTED</u>	4,625,322	35,209	0	4,660,531
WATER REVENUE	3,207,870			3,207,870
WASTE WATER REVENUE	34,000			34,000
TRASH REVENUE	442,200			442,200
MISCELLANEOUS REVENUES	34,550			34,550
REFUND NTMWD CAPITAL		50,000		50,000
DEVELOPERS FEES - SEWER	230,420			230,420
IMPACT FEES			200,000	200,000
TRANSFER IN IMPACT FEES		200,000		200,000
TRANSFER IN FUND BALANCE - WATER		518,491		518,491
TOTAL REVENUES	3,949,040	768,491	200,000	4,917,531
<u>EXPENDITURES</u>				
WATER	2,725,873			2,725,873
TRASH	392,500			392,500
WASTEWATER	35,200			35,200
DEBT SERVICE PRINCIPAL	365,000			365,000
DEBT SERVICE INTEREST/BOND EXP	157,716			157,716
TRANSFER OUT TO FUND WATER PROJECT		0		0
TRANSFER OUT TO FUND WATER PROJECT			200,000	200,000
CAPITAL PROJECTS WF		803,700		803,700
				0
TOTAL EXPENDITURES	3,676,289	803,700	200,000	4,679,989
NET CHANGE IN BALANCE	272,751	(35,209)	0	237,542
ENDING BALANCE	4,898,073	0	0	4,898,073
MINUS RESTRICTED FOR:				
IMPACT FEES			0	0
DEBT SERVICE PAYMENTS	(365,000)			(365,000)
CUSTOMER DEPOSITS	(227,025)			(227,025)
TRSF TO CAPITAL FROM RESERVES	(518,491)	0		(518,491)
UNASSIGNED FUND BALANCE	3,787,557	0	0	3,787,557
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	3,787,557	0	0	3,787,557
AMOUNT IN DAYS OPERATING COST	417			417
AMOUNT IN MONTHS OPERATING COST	14			14
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(1,655,645)			(1,655,645)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	2,131,913	0	0	2,131,913
AMOUNT IN DAYS OPERATING COST	235			235
AMOUNT IN MONTHS OPERATING COST	8			8

CAPITAL FUND SUMMARY**CAPITAL WATER PROJECTS:****TOTAL WATER CAPITAL PROJECTS- CARRY OVER FY 14/15:**

OSAGE WATER LINE	60,700
PARKER R 12" WATER LINE	18,000
WHITE ROCK BRIDGE ADD'T ROW	15,000
TOTAL WATER CAPITAL PROJECTS- CARRY OVER FY 14/15:	93,700

CARRY OVER PROJECTS FUNDED BY:

2011 CO	(85,209)
RESERVES	(8,491)
TOTAL CARRY-OVER FUNDING	(93,700)

NEW WATER PROJECTS FY 15/16:

ABANDONED 8 INCH WATER LINE	10,000
PARKER RD PHASE 1 - SECTION 1	400,000
WATER SYSTEM IMPROVEMENTS	100,000
DEAD END CONNECTIONS (GRAHAM, PR 5252, HICKORY HILL)	200,000
TOTAL NEW PROJECTS	710,000

NEW PROJECT FUNDING - WATER:

IMPACT FEES FY 15/16	(200,000)
RESERVES	(510,000)
TOTAL NEW PROJECT FUNDING	(710,000)

TOTAL WF PROJECTS FY 15/16**803,700****CAPITAL ROADWAY AND GF PROJECTS:****TOTAL GENERAL FUND PROJECT CARRY OVER FY 14/15:**

RTR PROJECT W LUCAS RD/COUNTRY CLUB INTERSECTION	79,000
RTR PROJECT W LUCAS RD/CC RD TO ANGEL PKWY	1,439,673
TOTAL GENERAL FUND PROJECTS- CARRY OVER FY 14/15	1,518,673

CARRY OVER PROJECTS FUNDED BY:

RTR FUNDS	(1,214,780)
COUNTY FUNDS	(244,414)
IMPACT FEES - ROADS	(59,479)
TOTAL CARRY-OVER FUNDING	(1,518,673)

NEW GENERAL FUND PROJECTS FY 15/16:

BLONDY JHUNE BRIDGES/SAFETY PROJECT	2,000,000
BAIT SHOP INTERSECTION	100,000
ESTATES PKWY/ROCK RIDGE RD(PARTIALLY FUNDED)	320,000
TOTAL NEW PROJECTS	2,420,000

NEW PROJECT FUNDING - GENERAL FUND:

IMPACT FEES FY 15/16 - ROADS	(420,000)
2015 COS	(2,000,000)
TOTAL NEW PROJECT FUNDING	(2,420,000)

TOTAL GF PROJECTS FY 15/16**3,938,673****TOTAL CAPITAL PROJECTS FY 15/16****4,742,373**

	2014-2015 ACTUAL	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16
Impact/Development Fee Summary					
GENERAL FUND:					
Beginning Balance General Fund (Restricted)	995,053	995,053		995,053	995,053
Revenue					
Roadway Impact Fees(11-4500)		200,000	60,000	260,000	103,140
Roadway Fees Brockdale(11-4989) Improv	0	50,000		50,000	22,000
Total Revenues	995,053	250,000	60,000	310,000	125,140
Expenditures					
Capital Projects		463,927	15,552	479,479	1,506
Brockdale Improv		0		0	0
Total Expenditures	0	463,927	15,552	479,479	1,506
Total General Fund Restricted	995,053	781,126	44,448	825,574	1,118,687
Restricted for LCA Improvements(Fund 21)	24,839	24,839		24,839	24,839
Restricted for Brockdale Capital Improv	21,535	21,535		21,535	21,535
Restricted for Brockdale Improvements	81,400	131,400	0	131,400	103,400
Total 3rd Party Restricted	127,774	177,774	0	177,774	149,774
General Fund Ending Bal (Restricted for Roads)	867,279	603,352	44,448	647,800	968,913
Total General Fund Restricted	995,053	781,126	44,448	825,574	1,118,687
WATER FUND:					
Beginning Balance - Water Fund	(6,362,296)	(6,362,296)		(6,362,296)	(6,362,296)
Revenue					
Water Impact Fees	0	150,000	50,000	200,000	176,249
Development Fees -Sewer		0	0	0	
Total Revenues	0	150,000	50,000	200,000	176,249
Expenditures					
Capital Projects - Water		785,700	18,000	803,700	0
Capital Projects- Sewer				0	0
Total Expenditures	0	785,700	18,000	803,700	0
Revenues less Expenditures	0	(635,700)	32,000	(603,700)	176,249
Water Fund Ending Balance	(6,362,296)	(6,997,996)	32,000	(6,965,996)	(6,186,047)

11 - GENERAL FUND

		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIP
REVENUE						
4011	PROPERTY TAXES	1,857,509		1,857,509	1,795,775	
4012	PROPERTY TAXES-DEL.	22,000		22,000	40,848	
4015	PROPERTY TAXES-P&I	13,000		13,000	12,553	
TOTAL PROPERTY TAXES		1,892,509	0	1,892,509	1,849,176	

OTHER TAXES

4101	SALES TAX	603,000		603,000	295,580	
4101-100	SALES TAX STREETS	132,600		132,600	74,117	
4101-200	SALES TAX PROP TAX REDUC	132,600		132,600	74,117	
4102	FRANCHISE-ELECTRICAL	230,000		230,000	141,764	
4103	FRANCHISE-TELEPHONE	7,300		7,300	4,410	
4104	FRANCHISE-CABLE	46,000		46,000	27,262	
4105	FRANCHISE-GAS	25,000	(5,000)	20,000	9,043	
4106	FRANCHISE-CABLE PEG	3,200		3,200	2,489	
4107	FRANCHISE-ROW	0		0		
TOTAL OTHER TAXES		1,179,700	(5,000)	1,174,700	628,782	

FINES & FORFEITURES

4202	COURT TECHNOLOGY FUND	40		40	8	
4203	COURT SECURITY FUND	25		25	6	
4204	COURT COST-CITY	30		30	15	
4205	TRAFFIC FINES	300		300	311	
4206	COURT COST-STATE	100		100	80	
4208	STATE JURY FEE	10		10	8	
4212	JUDICIAL FEES-STATE	15		15	11	
4213	JUDICIAL FEES-CITY	2		2	1	
4218	INDIGENT DEFENSE FEE				4	
TOTAL FINES & FORFEITURES		522	0	522	444	

LICENSES & PERMITS

4301	GEN CONTRACTOR REG.	14,000		14,000	8,540	
4361	ZONING REQUEST	700		700		
4362	SPECIFIC USE PERMITS	600		600		
4363	VARIANCE REQUEST	600		600	300	
4365	BLDG PERMITS-NEW HOMES	360,000		360,000	200,280	
4367	BLDG PERMITS-ACC.	12,000	12,000	24,000	16,198	Adj for trend
4368	BLDG PERMITS-REMODEL	4,000	2,000	6,000	3,123	Adj for trend
4369	BLDG PERMITS-COMM.	44,000	6,000	50,000		Adj for trend
4371	ELECTRICAL PERMITS	1,000		1,000	820	
4372	PLUMBING PERMITS	2,000	2,000	4,000	2,130	Adj for trend
4373	HEATING & A/C PERMITS	1,400		1,400	880	
4374	FENCE PERMITS	4,000		4,000	2,050	
4375	SWIMMING POOL PERMITS	20,000		20,000	9,550	
4376	WEIGHT LIMIT PERMITS	45,000	15,000	60,000	35,875	Adj for trend
4377	ROOF PERMITS	700		700	240	
4378	SPRINKLER SYST PERMITS	6,540		6,540	4,775	
4379	DRIVEWAY PERMIT	900		900	580	
4380	SIGN PERMIT	1,500		1,500	455	
4382	STORM WATER MGMT PERMIT	4,000		4,000	3,050	
4384	SOLICITATION PERMIT	90		90		
4390	PLANNED DEVELOPMENT	1,600		1,600	970	
4391	BURN PERMITS	0		0		
4395	HEALTH SERVICE PERMITS	14,000		14,000	450	
4398	MISC LICENSES & PERMITS	500		500	410	
4611	FIRE SPRINKLER PERMIT	25,000		25,000	14,750	
TOTAL LICENSES & PERMITS		564,130	37,000	601,130	305,426	

FIRE DEPARTMENT REVENUE

4612	COUNTY FIRE DISTRICT	0	40,757	40,757	20,379	Adjust to actual
4613	SEIS LAGOS INTER-LOCAL	242,143	2,344	244,487	244,487	Adjust to actual
4614	AMBULANCE SERVICES	67,000		67,000	41,141	
4615	LISD EMS SERVICE	8,100		8,100	5,166	

11 -GENERAL FUND

		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIP
REVENUE						
4999	FIRE DISTRICT TRANSFER IN	246,000		246,000		
TOTAL FIRE DEPARTMENT REVENUE		563,243	43,101	606,344	311,173	
FEES & SERVICE CHARGES						
4424	PLAT & REPLAT FEES	15,000		15,000	2,626	
4425	RE-INSPECTION FEES	4,000	2,000	6,000	4,555	
4426	FEES-BUILDING PROJECTS	3,500	2,500	6,000	3,850	
4427	PUBLIC IMPRV/3% INSPEC	60,000		60,000	26,251	
4497	PUBLIC INFO. REQUESTS	0		0	19	
4498	MISC. FEES & CHARGES	100		100		
TOTAL FEES & SERVICE CHARGES		82,600	4,500	87,100	37,301	
MISCELLANEOUS REVENUE						
4911	INTEREST INCOME	10,000		10,000	7,491	
4912	BID PACKAGE FEES	0	900	900	900	Adjust to Actual
4913	FUEL TAX REFUND			0		
4914	INSURANCE CLAIM REIMB			0		
4915	CHILD SAFETY INCOME	6,200		6,200	3,530	
4916	CREDIT CARD REVENUE	3,200		3,200	2,394	
4917	CERT APP FEE BEER & WINE	0		0		
4931	RENTAL INCOME	83,400		83,400	34,810	
4980	PARK DEDICATION FEES	45,000	35,000	80,000	51,000	Adjust for trend
4981	FACILITY RENTAL	100		100	250	
4982	FACILITY DEPOSIT			0	750	
4985	GRANT REVENUES	11,385	2,016	13,401		NCTTRAC Reimb Grant For EMS Expenses
4986	FOUNDERS DAY DONATIONS		1,500	1,500	1,500	Adjust to Actual
4991	STREET ASSESSMENTS		1,150	1,150	1,150	
4992	SALE OF ASSETS	38,300	4,955	43,255	23,955	Adjust for actual
4993	POSTAGE			0		
4994	CASH DRWR OVR/UND			0		
4995	REIMBURSEMENTS			0	842	
4996	TRANSFER IN			0		
4997	MISCELLANEOUS		500	500	5,462	Adjust to actual
4998	PILOT TRANSER IN	201,931		201,931		
TOTAL MISCELLANEOUS REVENUE		399,516	46,021	445,537	134,034	
TOTAL REVENUES		4,682,220	125,622	4,807,842	3,266,336	

11 -GENERAL FUND
 CITY COUNCIL
 DEPARTMENTAL EXPENDITURES

	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
<u>PERSONNEL SERVICES</u>					
6100-468 CITY COUNCIL FEES	9,000		9,000	4,500	
6100-112 WORKERS' COMPENSATION	100		100	100	
6100-127 MEDICARE	150		150	65	
TOTAL PERSONNEL SERVICES	9,250	0	9,250	4,665	
<u>MATERIALS & SUPPLIES</u>					
6100-204 FOOD/BEVERAGE	1,500		1,500	811	
TOTAL MATERIALS & SUPPLIES	1,500	0	1,500	811	
<u>PURCHASED SERVICES:</u>					
6100-307 TRAINING & TRAVEL	13,500		13,500	8,500	
TOTAL PURCHASED SERVICES	13,500	0	13,500	8,500	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>					
6100-441 APPRECIATION/AWARDS	2,500		2,500	85	
6100-451 SOFTWARE, BOOKS, & CDS	700		700	128	
TOTAL GENERAL & ADMINISTRATION SERV	3,200	0	3,200	213	
<u>NON-CAPITAL EXPENSE</u>					
TOTAL NON-CAPITAL EXPENSE	0	0	0	0	
TOTAL CITY COUNCIL	27,450	0	27,450	14,189	

11 - GENERAL FUND CITY SECRETARY DEPARTMENTAL EXPENDITURES		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6110-101	SALARIES - EXEMPT	70,500		70,500	34,750	
6110-103	SALARIES - TEMPORARY			0		
6110-112	WORKERS' COMPENSATION	225		225	199	
6110-113	LONGEVITY PAY	48		48	36	
6110-122	TMRS	9,870		9,870	4,908	
6110-123	GROUP INSURANCE	7,644		7,644	3,501	
6110-127	MEDICARE	1,025		1,025	505	
6110-129	LT DISABILITY	250		250	99	
6110-133	TELEPHONE ALLOWANCE	480		480	160	
TOTAL PERSONNEL SERVICES		90,042	0	90,042	44,158	
<u>MATERIALS & SUPPLIES</u>						
6110-201	OFFICE SUPPLIES	2,600		2,600	474	
6110-202	POSTAGE	8,000		8,000	3,489	
6110-204	FOOD/BEVERAGE	100		100		
6110-210	COMPUTER SUPPLIES	50		50		
6110-239	RECORDS MANAGEMENT	1,500		1,500	528	
TOTAL MATERIALS & SUPPLIES		12,250	0	12,250	4,491	
<u>PURCHASED SERVICES</u>						
6110-307	TRAINING & TRAVEL	3,015		3,015	1,257	
6110-306	ADVERTISING/PUBLIC NOTICES	15,000		15,000	2,968	
6110-309	PROFESSIONAL SERVICES	6,700		6,700	6,674	
6110-349	FILING FEES	2,000		2,000	362	
TOTAL PURCHASED SERVICES		26,715	0	26,715	11,261	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6110-443	DUES/LICENSES	125		125	100	
6110-445	ELECTIONS	14,000		14,000	7,968	
6110-451	SOFTWARE, BOOKS & CD'S	1,500		1,500	1,006	
TOTAL GENERAL & ADMINISTRATIVE SERV		15,625	0	15,625	9,074	
<u>NON-CAPITAL EXPENSE</u>						
6110-411	FURNITURE & FIXTURES					
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL CITY SECRETARY		144,632	0	144,632	68,984	

11 -GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
PERSONNEL SERVICES						
6200-101	SALARIES - EXEMPT	173,509	2,500	176,009	87,254	CC Approv 10-1-15 CM Amended Agreement
6200-102	SALARIES - NON-EXEMPT	117,779		117,779	59,015	
6200-103	SALARIES - PART - TIME	22,464		22,464	9,094	
6200-111	OVERTIME	1,900		1,900		
6200-112	WORKERS' COMP	800		800	800	
6200-113	LONGEVITY PAY	1,508		1,508	1,144	
6200-122	TMRS	42,936	350	43,286	20,612	CC Approv 10-1-15 CM Amended Agreement
6200-123	GROUP INSURANCE	38,220		38,220	16,373	
6200-127	MEDICARE	4,570	40	4,610	2,105	CC Approv 10-1-15 CM Amended Agreement
6200-129	LT DISABILITY	1,350		1,350	584	
6200-131	UNEMPLOYMENT			0		
6200-133	TELEPHONE ALLOWANCE	1,860		1,860	770	
6200-141	CAR ALLOWANCE	2,400		2,400	1,200	
TOTAL PERSONNEL SERVICES		409,296	2,890	412,186	198,951	
MATERIALS & SUPPLIES						
6200-201	OFFICE SUPPLIES	6,000		6,000	1,111	
6200-202	POSTAGE	1,700		1,700	112	
6200-203	SUBSCRIPTIONS	450		450		
6200-204	FOOD/BEVERAGE	2,200		2,200	362	
6200-205	LOGO/UNIFORM ALLOWANCE	525		525		
6200-210	COMPUTER SUPPLIES	350		350	18	
6200-238	PRINTING & COPING	0		0		
TOTAL MATERIALS & SUPPLIES		11,225	0	11,225	1,603	
PURCHASED SERVICES:						
6200-302	AUDITING & ACCOUNTING	12,500		12,500	3,701	
6200-305	SOFTWARE SUPPORT/MAINT	11,300	4,200	15,500	2,123	INCODE Software Time Mgmt \$4.4k
6200-307	TRAINING & TRAVEL	8,320		8,320	409	
6200-309	PROFESSIONAL SERVICES	3,800		3,800	1,018	
6200-313	MAINTENANCE AGREEMENTS	6,400		6,400	3,195	
6200-318	TAX COLLECTION	2,200		2,200	2,002	
6200-319	CENTRAL APPRAISAL FEE	18,165		18,165	9,049	
6200-321	STATE COMPTROLLER (CT FEES)	300		300	47	
6200-321.1	OMNI COURT FEES			0		
6200-322	CONTRACTS	1,050		1,050	500	
6200-323	CELL PHONE	480		480	468	
6200-324	INMATE BOARDING	426		426	209	
6200-325	LIABILITY INSURANCE	28,000		28,000	27,922	
TOTAL PURCHASED SERVICES		92,941	4,200	97,141	50,643	
GENERAL & ADMINISTRATIVE SERVICES						
6200-441	APPRECIATION/AWARDS	3,300		3,300	1,259	
6200-443	DUES/LICENSES	4,528		4,528	1,559	
6200-444	EMPLOYMENT SCREENING	2,000		2,000	436	
6200-445	CHILD SAFETY EXPENSE	500		500		
6200-497	CREDIT CARD FEES	2,200		2,200	1,168	
6200-498	MISCELLANEOUS	500		500	64	
TOTAL GENERAL & ADMIN SERVICES		13,028	0	13,028	4,486	
NON-CAPITAL EXPENSE						
6200-411	FURNITURE & FIXTURES	0		0	0	
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL ADMINISTRATION		526,490	7,090	533,580	255,683	

11 -GENERAL FUND PUBLIC WORKS		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
6210-101	SALARIES - EXEMPT	67,409		67,409	32,859	
6210-102	SALARIES - NON-EXEMPT	69,012		69,012	32,402	
6210-103	SALARIES - TEMPORARY	14,400		14,400		
6210-111	OVERTIME	2,725		2,725	599	
6210-112	WORKERS' COMPENSATION	3,681		3,681	3,681	
6210-113	LONGEVITY	605		605	605	
6210-122	TMRS	19,009		19,009	9,115	
6210-123	GROUP INSURANCE	19,874		19,874	8,961	
6210-127	MEDICARE	2,234		2,234	939	
6210-129	LT DISABILITY	831		831	261	
TOTAL PERSONNEL SERVICES		199,780	0	199,780	89,422	
MATERIALS & SUPPLIES						
6210-201	OFFICE SUPPLIES	500		500	172	
6210-204	FOOD/BEVERAGE	400		400	46	
6210-206	FUEL & LUBRICANTS	7,500		7,500	1,067	
6210-208	MINOR APPARATUS	5,000		5,000	292	
6210-209	PROTECTIVE CLOTHING/UNIFORMS	6,075		6,075	1,928	
6210-210	COMPUTER SUPPLIES	225		225		
6210-211	MEDICAL SUPPLIES	100		100		
6210-214	CLEANING SUPPLIES	1,000		1,000		
6210-223	SAND/DIRT	1,000		1,000		
6210-224	ASPHALT/BASE/CONC/CULVERT	20,000		20,000	10,177	
TOTAL MATERIALS & SUPPLIES		41,800	0	41,800	13,682	
MAINTENANCE & REPAIR						
6210-231	FACILITY MAINTENANCE	4,000		4,000	3,985	
6210-232	VEHICLE MAINTENANCE	6,000		6,000	2,488	
6210-233	EQUIPMENT MAINTENANCE	15,163	900	16,063	6,842	Mo communication for water level monitoring devices
6210-234	WASTE DISPOSAL	1,000		1,000		
6210-298	MAINTENANCE & PARTS - MISC	2,600		2,600	1,866	
TOTAL MAINTENANCE & REPAIR		28,763	900	29,663	15,181	
PURCHASED SERVICES						
6210-307	TRAVEL/TRAINING	6,870		6,870	770	
6210-309	PROFESSIONAL SERVICES	61,500		61,500	2,400	
6210-311	ENGINEERING FEES			0		
6210-322	CONTRACTS, OTHER	0		0		
6210-323	CELL PHONE	3,500		3,500	1,762	
6210-331	UTILITIES, ELECTRIC	3,800		3,800	1,747	
6210-332	DRAINAGE	0		0		
6210-334	STREET LIGHTING	14,000		14,000	5,091	
6210-346	EQUIPMENT RENTAL	5,000		5,000		
TOTAL PURCHASED SERVICES		94,670	0	94,670	11,770	
GENERAL & ADMINISTRATIVE SERVICES						
6210-443	DUES/LICENSES	2,400		2,400	5	
TOTAL GENERAL & ADMIN SERVICES		2,400	0	2,400		
NON-CAPITAL EXPENSE						
6210-411	FURNITURE & FIXTURES	0		0		
6210-416	IMPLEMENTS & APPARATUS	0		0		
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
CAPITAL OUTLAY						
8210-301	IMPROVEMENTS ROADS	750,000		750,000	89,091	
8210-420	EQUIPMENT	61,637	60,000	121,637	1,000	Water level monitoring device
8210-421	VEHICLES	40,000		40,000	16,000	
8210-433	SIGNS & MARKINGS	10,000		10,000	4,564	
TOTAL CAPITAL OUTLAY		861,637	60,000	921,637	110,655	
TOTAL PUBLIC WORKS		1,229,050	60,900	1,289,950	240,710	

11 -GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6211-103	SALARIES - TEMP PART - TIME	20,000		20,000		
6211-111	OVERTIME			0		
6211-112	WORKERS COMP	600		600	356	
6211-127	MEDICARE	300		300		
TOTAL PERSONNEL SERVICES		20,900	0	20,900	356	
<u>MAINTENANCE & REPAIR</u>						
6211-233	EQUIPMENT MAINTENANCE	3,000		3,000	175	
TOTAL MAINTENANCE & REPAIR		3,000	0	3,000	175	
<u>PURCHASED SERVICES</u>						
6211-322	CONTRACTS OTHER (MOWING)	75,500		75,500		
6211-331	UTILITIES, ELECTRIC	2,000		2,000	689	
6211-333	UTILITIES, WATER	10,000		10,000	3,068	
6211-346	EQUIPMENT RENTAL			0		
TOTAL PURCHASED SERVICES		87,500	0	87,500	3,757	
<u>SPECIAL EVENTS</u>						
6211-444	FOUNDERS DAY	25,000		25,000	9,380	
6211-445	SERVICE TREE PROGRAM	3,000		3,000	509	
6211-446	KEEP LUCAS BEAUTIFUL	2,500		2,500		
6211-447	HOLIDAY LIGHTING EVENT	2,500		2,500	2,500	
TOTAL SPECIAL EVENTS		33,000		33,000	12,389	
<u>CAPITAL OUTLAY</u>						
8211-420	EQUIPMENT	0		0		
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL PARKS DEPARTMENT		144,400	0	144,400	16,677	

11 -GENERAL FUND		2015-2016	2015-2016	2015-2016	2015-2016	
DEVELOPMENT SERVICES		ORIGINAL	MID-YR BUDGET	AMENDED	YTD ACTUAL	
DEPARTMENTAL EXPENDITURES		BUDGET	ADJUSTMENTS	BUDGET	AS OF 3/31/16	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6212-101	SALARIES - EXEMPT	44,507		44,507	22,036	
6212-102	SALARIES - NON-EXEMPT	141,700		141,700	70,585	
6212-106	CERTIFICATION FEES	500		500	300	
6212-111	OVERTIME	5,000		5,000	1,354	
6212-112	WORKERS' COMPENSATION	1,200		1,200	1,200	
6212-113	LONGEVITY PAY	630		630	614	
6212-122	TMRS	25,748		25,748	13,024	
6212-123	GROUP INSURANCE	26,754		26,754	13,206	
6212-127	MEDICARE	2,742		2,742	1,311	
6212-129	LT DISABILITY	975		975	409	
6212-131	UNEMPLOYMENT			0		
TOTAL PERSONNEL SERVICES		249,756	0	249,756	124,039	
<u>MATERIALS & SUPPLIES</u>						
6212-201	OFFICE SUPPLIES	5,000		5,000	1,796	
6212-203	SUBSCRIPTIONS	350		350		
6212-204	FOOD/BEVERAGE	400		400	17	
6212-205	LOGO/UNIFORM ALLOWANCE	1,500		1,500	98	
6212-206	FUEL & LUBRICANTS	4,000		4,000	765	
6212-210	COMPUTER SUPPLIES	250		250	40	
TOTAL MATERIALS & SUPPLIES		11,500	0	11,500	2,716	
<u>MAINTENANCE & REPAIR</u>						
6212-232	VEHICLE MAINTENANCE	4,200		4,200	1,731	
TOTAL MAINTENANCE & REPAIR		4,200	0	4,200	1,731	
<u>PURCHASED SERVICES:</u>						
6212-305	SOFTWARE SUPPORT/MAINTENAN	1,500		1,500		
6212-307	TRAINING & TRAVEL	7,000		7,000	2,077	
6212-309	PROFESSIONAL SERVICES	28,000		28,000	2,100	
6212-313	MAINTENANCE AGREEMENTS	100		100		
6212-323	CELL PHONE	2,320		2,320	680	
TOTAL PURCHASED SERVICES		38,920	0	38,920	4,857	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6212-443	DUES/LICENSES	2,495		2,495	1,217	
6212-451	SOFTWARE, BOOKS & CD'S	1,750		1,750	64	
6212-452	STORM WATER MGMT EXPENSE	4,000		4,000	1,171	
TOTAL GENERAL & ADMINISTRATION SERVICE		8,245	0	8,245	2,452	
<u>CAPITAL OUTLAY</u>						
8212-420	EQUIPMENT	0		0		
8212-452	COMPUTERS	0				
8212-421	VEHICLES	0		0		
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL DEVELOPMENT SERVICES		312,621	0	312,621	135,795	

11 - GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
PERSONNEL SERVICES						
6300-101	SALARIES - EXEMPT	166,000		166,000	82,331	
6300-102	SALARIES - NON EXEMPT FF/EMS	483,816		483,816	211,631	
6300-104	LISD REIMBURSEMENTS					
6300-111	SALARIES - OVERTIME	60,000		60,000	20,907	
6300-112	WORKERS' COMPENSATION	27,630		27,630	26,662	
6300-113	LONGEVITY PAY	1,340		1,340	1,153	
6300-122	TMRS	95,463		95,463	45,707	
6300-123	GROUP INSURANCE	84,084		84,084	40,042	
6300-125	AD&D INSURANCE	5,000		5,000	4,912	
6300-126	WATER	470		470	470	
6300-127	MEDICARE	10,165		10,165	5,905	
6300-128	OTHER RETIREMENT	36,000	25,000	61,000		Budget Adjustment CC Approv 2-18-16
6300-129	LT DISABILITY	3,900		3,900	1,177	
6300-131	UNEMPLOYMENT COMPENSATION	0		0	448	
TOTAL PERSONNEL SERVICES		973,868	25,000	998,868	441,345	
MATERIALS & SUPPLIES						
6300-201	OFFICE SUPPLIES	5,200		5,200	2,450	
6300-202	POSTAGE	700		700	141	
6300-203	SUBSCRIPTIONS	150		150	30	
6300-204	FOOD/BEVERAGE	4,800		4,800	973	
6300-205	LOGO/UNIFORM ALLOWANCE	9,850		9,850	5,108	
6300-206	FUEL & LUBRICANTS	15,000		15,000	3,474	
6300-207	FUEL - PROPANE/(natural gas)	2,000		2,000	353	
6300-208	MINOR APPARATUS	10,560		10,560	294	
6300-209	PROTECTIVE CLOTHING	24,375		24,375	1,170	
6300-210	COMPUTER SUPPLIES	700		700		
6300-211	MEDICAL & SURGICAL SUPPL	29,000		29,000	11,279	
6300-214	SUPPLIES - FD	3,500		3,500	786	
6300-227	PREVENTION ACTIVITIES	3,000		3,000	23	
TOTAL MATERIALS & SUPPLIES		108,835	0	108,835	26,081	
MAINTENANCE & REPAIR						
6300-231	FACILITY MAINTENANCE	20,200	23,959	44,159	16,761	\$2.8k AC Unit relocation in bays \$21.2 k Generator Repair
6300-232	VEHICLE MAINTENANCE	24,808	9,500	34,308	8,437	Mid-Yr spring repair for E 862
6300-233	EQUIPMENT MAINT	2,500		2,500	381	
TOTAL MAINTENANCE & REPAIR		47,508	33,459	80,967	25,579	
PURCHASED SERVICES						
6300-302	FIRE DEPT RUN REIMBURS.	133,100		133,100	64,696	
6300-303	TELEPHONE	1,900		1,900	739	
6300-304	INTERNET	6,600		6,600	3,270	
6300-307	TRAINING & TRAVEL	37,022		37,022	4,901	
6300-309	PROFESSIONAL SERVICES	83,390		83,390	32,529	
6300-310	SCBA	16,200		16,200		
6300-312	PARAMEDIC SCHOOL	12,200		12,200	2,300	
6300-313	MAINTENANCE AGREEMENTS	7,120		7,120	4,774	
6300-316	911 DISPATCH	33,000	1,624	34,624	34,624	Adjust to actual
6300-317	AMBULANCE (EMS) SERVICE			0		
6300-323	CELL PHONE	7,500		7,500	3,101	
6300-325	LIABILITY INSURANCE	15,000		15,000	15,000	
6300-331	UTILITIES, ELECTRIC	18,000	5,000	23,000	11,413	Mid-Yr Bud Adj for new building
6300-333	UTILITIES, WATER	3,000		3,000	734	
6300-337	PAGER SERVICE	700		700		
6300-346	EQUIPMENT RENTAL	300		300		
6300-349	EMS/EQP NOTE PAY INT	6,750		6,750	6,749	
6300-350	EMS EQUIP FINAN PRINC	55,938		55,938	55,939	
TOTAL PURCHASED SERVICES		437,720	6,624	444,344	240,769	
GENERAL & ADMINISTRATIVE SERVICES						
6300-441	APPRECIATION/AWARDS	2,200		2,200	1,380	
6300-443	DUES/LICENSES	6,700		6,700	4,066	
6300-447	EMERGENCY MANAGEMENT SERV	5,500		5,500	5,194	
6300-448	CERT TRAINING & EQUIPMENT	4,500		4,500	1,283	
6300-451	SOFTWARE, BOOKS & CD'S	800		800		
6300-498	MISCELLANEOUS	1,500		1,500	112	
TOTAL GENERAL & ADMINISTRATIVE SERVICES		21,200	0	21,200	12,035	
NON-CAPITALIZED EXPENSE						

11 -GENERAL FUND		2015-2016	2015-2016	2015-2016	2015-2016	
FIRE DEPARTMENT		ORIGINAL	MID-YR BUDGET	AMENDED	YTD ACTUAL	
DEPARTMENTAL EXPENDITURES		BUDGET	ADJUSTMENTS	BUDGET	AS OF 3/31/16	DESCRIPTION
6300-450	COMPUTER HARDWARE	11,800		11,800	5,007	
6300-452	HARDWARE & TELECOM	22,161	2,016	24,177	20,939	Offset with NCTTRAC EMS Grant Reimbur
TOTAL NON-CAPITALIZED EXPENSE		33,961	2,016	35,977	25,946	
CAPITAL OUTLAY						
8300-200	BUILDING IMPROVEMENTS	0		0		
8300-411	FURNITURE & FIXTURES	0		0		
8300-416	IMPLEMENTS & APPARATUS	0		0		
8300-420	EQUIPMENT			0		
8300-421	VEHICLES			0		
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL FIRE		1,623,092	67,099	1,690,191	771,755	

11 -GENERAL FUND		2015-2016	2015-2016	2015-2016	2015-2016	
GENERAL ADMINISTRATION - NON-DEPA		ORIGINAL	MID-YR BUDGET	AMENDED	YTD ACTUAL	
DEPARTMENTAL EXPENDITURES		BUDGET	ADJUSTMENTS	BUDGET	AS OF 3/31/16	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6999-109	TMRS - COLA					
6999-110	PERFORMANCE/INCENTIVE PA	22,826		22,826	18,262	
6999-130	LT DISABILITY					
TOTAL PERSONNEL SERVICES		22,826	0	22,826	18,262	
<u>MAINT & SUPPLIES</u>						
6999-210	COMPUTER SUPPLIES			0		
6999-213	SIGNS	2,500		2,500		
6999-214	CLEANINING SUPPLIES	1,500		1,500	566	
6999-231	FACILITY MAINT	21,100		21,100	9,922	
TOTAL MAINT & SUPPLIES		25,100	0	25,100	10,488	
<u>PURCHASED SERVICES</u>						
6999-303	TELEPHONE	11,500		11,500	4,230	
6999-305	IT SUPPORT/MAINT	68,850		68,850	34,445	
6999-306	SOFTWARE MAINTENANCE	22,400		22,400	12,132	
6999-308	CLEANING & PEST CONTROL	17,200		17,200	6,380	
6999-309	PROFESSIONAL SERVICES	2,400		2,400		
6999-310	LEGAL SERVICES	75,000		75,000	25,092	
6999-322	CONTRACTS OTHER	27,000		27,000	27,000	
6999-326	LAW ENFORCEMENT	95,000		95,000		
6999-331	ELECTRICITY	8,400		8,400	3,217	
6999-333	WATER	500		500	334	
6999-336	ANIMAL CONTROL	35,000		35,000	17,000	
TOTAL PURCHASED SERVICES		363,250	0	363,250	129,830	
<u>NON-CAPITAL EXPENSE</u>						
6999-411	FURNITURE	3,840		3,840	3,153	
6999-451	SOFTWARE	0	0	0		
6999-452	HARDWARE, TELECOM	13,850		13,850	2,369	
TOTAL NON-CAPITALIZED EXPENSE		17,690	0	17,690	5,522	
<u>CAPITAL OUTLAY</u>						
8999-200	BUILDING IMPROVEMENTS	0		0		
8999-420	EQUIPMENT			0		
8999-421	VEHICLE			0		
8999-452	HARDWARE, TELECOM	0		0		
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL NON-DEPARTMENTAL		428,866	0	428,866	164,102	

21 - CAPITAL IMPROVEMENTS	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
REVENUES					
<u>FEES & SERVICE CHARGES</u>					
4404 INTERGOV/3RD PARTY REV	400,480	(156,066)	244,414	0	\$106K Parks Grant Rvsl \$50k NTMWD recorded FY 14-15
TOTAL FEES & SERVICE CHARGES	400,480	(156,066)	244,414	0	
<u>INTERGOVERNMENTAL</u>					
4800 BOND PROCEEDS			0	0	
TOTAL INTERGOVERNMENTAL	0	0	0	0	
<u>MISCELLANEOUS REVENUE</u>					
4911 INTEREST INCOME	6,000		6,000	2,916	
TOTAL MISCELLANEOUS REV	6,000	0	6,000	2,916	
TOTAL REVENUES	406,480	(156,066)	250,414	2,916	

21 - CAPITAL IMPROVEMENTS
 PUBLIC WORKS
 DEPARTMENTAL EXPENDITURES

	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIP
CAPITAL OUTLAY					
8210-490-111 OSAGE WATER LINE PROJECT	60,700		60,700	46,762	
8210-490-117 ABANDONED 8" AC FM WATER LINE	10,000		10,000	883	
8210-490-120 PARKER R 12" WATER LINE/SOUTHVIEW DESIGN	0	18,000	18,000	6,429	CC appr design 12-18-14/PY Carry Ov
8210-490-121 WHITE ROCK BRIDGE ADD'T ROW	15,000		15,000		
8210-490-122 PARKER RD PHASE 1-SECTION 1	400,000		400,000		
8210-490-123 DEAD END CONNECTIONS	200,000		200,000		
8210-490-124 WATER SYSTEM IMPROVEMENTS	100,000		100,000	21,026	
8210-491-120 PARKS PROJECT	117,480	(117,480)	0		Trails Project reversal
8210-301 W LUCAS RD/COUNTRY CLUB - RTR	0	79,000	79,000	0	RTR Carry-Over FY 14-15
8210-302 W LUCAS RD/CC RD TO ANGEL PKWY - RTR	1,151,746	287,927	1,439,673	7,528	Combine RTR to one account
8210-491-113 W LUCAS RD/CC RD TO ANGEL PKWY - CITY	287,927	(287,927)	0		Combine RTR to one account
8210-491-114 ESTATES PKWY/ROCK RD INTERSEC	320,000		320,000		
8210-491-121 BLONDY JHUNE BRIDGES/SAFETY PROJECTS	2,000,000		2,000,000	142,936	
8210-491-122 BAIT SHOP INTERSECTION ROW	100,000		100,000		
TOTAL CAPITAL OUTLAY	4,762,853	(20,480)	4,742,373	225,564	
TOTAL PUBLIC WORKS	4,762,853	(20,480)	4,742,373	225,564	

51 - WATER UTILITIES FUND

REVENUES		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
FEES & SERVICE CHARGES						
4461	WATER REVENUE	2,962,370		2,962,370	1,170,615	
4462	WATER TAPS & BORES	500		500		
4463	PENALTY & INTEREST	35,000		35,000	13,300	
4467	WATER METER	191,000	9,000	200,000	125,350	
4468	WATER METER REPAIRS	5,000		5,000	6,700	
4469	WASTEWATER FEES	34,000		34,000	16,689	
4473	DISCONNECT CHGS			0		
4478	TRASH SERVICE	429,000	13,200	442,200	220,857	Increase in new accounts
4497	FH METER RENTAL INC	5,000		5,000	2,375	
4498	MISC. FEE AND CHARGES			0		
4499	WATER LINES/FEES DEVEL		230,420	230,420		
TOTAL FEES & SERVICE CHARGES		3,661,870	252,620	3,914,490	1,555,886	
MISCELLANEOUS REVENUE						
4911	INTEREST INCOME	3,300		3,300	2,276	
4912	RETURN CHECK CHARGE	250		250	275	
4913	NTMWD REFUND	31,000		31,000		
4914	INSURANCE CLAIM REIMB	0		0		
4995	REIMBURSEMENTS	0		0		
4996	TRANSFER IN	0		0		
TOTAL MISCELLANEOUS REVENUE		34,550	0	34,550	2,551	
*** TOTAL REVENUES ***		3,696,420	252,620	3,949,040	1,558,437	

51 - WATER FUND- Public Works

		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIP
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
6400-101	SALARIES - EXEMPT	240,025	2,500	242,525	119,038	CC Approv 10-1-15 CM Amended Agreement
6400-102	SALARIES - NON-EXEMPT	200,141		200,141	98,044	
6400-103	SALARIES - TEMPORARY			0		
6400-106	CERTIFICATION FEES	6,300		6,300	2,075	
6400-110	PERFORMANCE/INCENTIVE PAY	6,931		6,931	6,749	
6400-111	OVERTIME	23,500		23,500	11,929	
6400-112	WORKERS' COMPENSATION	8,500		8,500	8,500	
6400-113	LONGEVITY PAY	2,185		2,185	2,152	
6400-122	TMRS	63,907	350	64,257	31,114	CC Approv 10-1-15 CM Amended Agreement
6400-123	GROUP INSURANCE	60,388		60,388	28,627	
6400-127	MEDICARE	6,799	40	6,839	3,302	CC Approv 10-1-15 CM Amended Agreement
6400-129	LT DISABILITY	2,000		2,000	755	
6400-131	UNEMPLOYMENT COMP	0		0		
6400-141	CAR ALLOWANCE	2,400		2,400	1,200	
TOTAL PERSONNEL SERVICES		623,076	2,890	625,966	313,485	
MATERIALS & SUPPLIES						
6400-201	OFFICE SUPPLIES	800		800	567	
6400-202	POSTAGE	2,000		2,000	18	
6400-204	FOOD/BEVERAGE	400		400	175	
6400-206	FUEL & LUBRICANTS	12,000		12,000	3,618	
6400-208	MINOR APPARATUS	5,000		5,000	639	
6400-209	PROTEC CLOTHING/UNIFORMS	6,075		6,075	1,754	
6400-210	COMPUTER SUPPLIES	225		225		
6400-211	MEDICAL SUPPLIES	100		100		
6400-212	CHEMICALS	300		300		
6400-222	MISCELLANEOUS	2,500		2,500	1,952	
6400-223	SAND/DIRT	1,000		1,000		
6400-224	ASPHALT/FLEXBASE/CONCRETE	2,500		2,500		
TOTAL MATERIALS & SUPPLIES		32,900	0	32,900	8,723	
MAINTENANCE & REPAIR						
6400-231	FACILITY MAINTENANCE	1,100		1,100	375	
6400-232	VEHICLE MAINTENANCE	4,500		4,500	1,004	
6400-233	REPAIR & MAINT WTR FACILITIES	113,000		113,000	39,115	
TOTAL MAINTENANCE & REPAIR		118,600	0	118,600	40,494	
PURCHASED SERVICES:						
6400-237	TRASH SERVICES/RECYCLE	380,000	12,500	392,500	194,541	Increase in new accounts offset with revenue
6400-302	AUDITING & ACCOUNTING	10,500		10,500	3,701	
6400-303	TELEPHONE	5,400		5,400	2,358	
6400-304	UB PROCESSING	23,500		23,500	8,555	
6400-305	SOFTWARE SUPPORT/MAINT	10,000		10,000	515	
6400-307	TRAINING & TRAVEL	3,925		3,925	1,184	
6400-309	PROFESSIONAL SERVICES	71,000		71,000	7,539	
6400-311	ENGINEERING FEES			0		
6400-313	MAINTENANCE AGREEMENTS	6,400		6,400	3,195	
6400-315	WATER - NTMWD	1,470,901		1,470,901	612,869	
6400-316	WASTEWATER NTMWD	27,400	7,800	35,200	21,427	NTMWD Fiscal Year True Up
6400-323	CELL PHONE	5,000		5,000	2,338	
6400-325	LIABILITY INSURANCE	17,250		17,250	17,208	
6400-331	ELECTRICITY	65,000		65,000	30,838	
6400-333	UTILITIES, WATER	300		300	107	
6400-346	EQUIPMENT RENTAL	5,000		5,000	147	
TOTAL PURCHASED SERVICES		2,101,576	20,300	2,121,876	906,522	
GENERAL & ADMIN SERVICES/TRANSFERS						
6400-443	DUES/LICENSES	1,950		1,950	267	
6400-444	EMPLOYMENT SCREENING	0		0		
6400-446	LICENSES & REGISTRATIONS	0		0		
6400-999	PILOT TRANSFER OUT	201,931		201,931		
TOTAL GENERAL & ADMIN SERVICES/TRANSFERS		203,881	0	203,881	267	

51 - WATER FUND- Public Works

		2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIP
DEPARTMENTAL EXPENDITURES						
NON-CAPITAL EXPENSE						
6400-411	FURNITURE	500		500		
6400-416	IMPLEMENTS & APPARATUS	0		0		
6400-417	IMPLEMENTS & APPARATUS - SEV	0		0		
6400-452	HARDWARE & TELECOM	850		850		
				0		
TOTAL NON-CAPITAL EXPENSE		1,350	0	1,350	0	-
8400-420	EQUIPMENT - WATER	7,000	42,000	49,000		Two New Pumps McGarity to replace malfunctioned pumps /rebuild two valves
8400-422	EQUIPMENT- SEWER	0		0		
8400-421	VEHICLE	0		0		
8400-451	SOFTWARE, BOOKS & CD'S	0		0		
8400-452	HARDWARE & TELECOMM	0		0		
8400-490	METER READ SYSTEM	0		0		
TOTAL CAPITAL OUTLAY		7,000	42,000	49,000	0	
TOTAL WATER UTILITIES		3,088,383	65,190	3,153,573	1,269,491	

51 - WATER UTILITIES FUND

DEPARTMENTAL EXPENDITURES	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
DEBT SERVICE					
7900-214	2007 CERT OF OBLIG-PRINCIPAL	110,000		110,000	
7900-215	2007 CERT OF OBLIG-INTEREST	59,713		59,713	
7900-216	2007 GO REFUNDING- PRINCIPAL	170,000		170,000	
7900-217	2007 GO REFUNDING- INTEREST	29,328		29,328	
7900-218	2011 CERT OF OBLIG-PRINCIPAL	85,000		85,000	
7900-219	2011 CERT OF OBLIG-INTEREST	68,475		68,475	
7900-298	BOND SALE EXPENSES	200		200	
TOTAL DEBT SERVICE		522,716	0	522,716	447,050
TOTAL DEBT SERVICE		522,716	0	522,716	447,050

59 - DEBT SERVICES FUND

DEPARTMENTAL EXPENDITURES	2015-2016 ORIGINAL BUDGET	2015-2016 MID-YR BUDGET ADJUSTMENTS	2015-2016 AMENDED BUDGET	2015-2016 YTD ACTUAL AS OF 3/31/16	DESCRIPTION
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REVENUES

PROPERTY TAXES

4011	PROPERTY TAXES	826,739	49,259	875,998	875,998	Frozen property tax reve
4012	PROPERTY TAXES-DELINQUENT	8,000	9,861	17,861	17,861	Adjust to actual
4015	PROPERTY TAXES-P&I	1,900	3,945	5,845	5,845	Adjust to actual
4911	INTEREST INCOME	200	1,200	1,400	705	Adjust to trend
TOTAL PROPERTY TAXES		836,839	64,265	901,104	900,409	

TOTAL REVENUES

836,839	64,265	901,104	900,409
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EXPENDITURES

DEBT SERVICE

7900-209	2002 WATER BOND-PRINCIPAL	0		0	
7900-210	2002 WATER BOND-INTEREST	0		0	
7900-214	2007 CERT OF OBLIG-PRINCIPAL	85,000		85,000	85,000
7900-215	2007 CERT OF OBLIG-INTEREST	46,006		46,006	23,906
7900-216	2007 GO REFUNDING- PRINCIPAL	190,000		190,000	190,000
7900-217	2007 GO REFUNDING- INTEREST	53,392		53,392	28,482
7900-218	2011 CERT OF OBLIG-PRINCIPAL	135,000		135,000	135,000
7900-219	2011 CERT OF OBLIG-INTEREST	106,100		106,100	53,725
7900-220	2015 CERT OF OBLIG-PRINCIPAL	150,000		150,000	150,000
7900-221	2015 CERT OF OBLIG-INTEREST	60,641		60,641	34,591
7900-298	BOND SALE EXPENSES	600		600	100
TOTAL DEBT SERVICE		826,739	0	826,739	700,804



**ORDINANCE 2016-04-00837
[AMENDING FY 2015-2016 BUDGET]**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required by the City Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 Budget and submitted to the City council for approval, a true and correct copy of which is attached as Exhibit A.

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

Section 1. Pursuant to the City Charter requirements of the City of Lucas, Texas, in the year 2015-2016, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

Section 2. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21st DAY OF APRIL, 2016.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(04-13-2016/76435)

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request April 21, 2016

Requester: Mayor Jim Olk

Agenda Item:

Executive Session: An Executive Session is not scheduled for this meeting.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA