



**PUBLIC NOTICE**  
**City Council Meeting**  
**August 15, 2013, at 7:00 PM**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, August 15, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

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**Agenda**

**Call to Order**

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

**Citizens' Input**

At this time citizens who have pre-registered by filling out a "Request to Speak" sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

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1) Citizens' Input.

**Community Interest**

2) Items of Community Interest.

## Regular Agenda

- 3) Discuss and Consider the review and/or change of benefit options for Employee Benefit Services for fiscal year starting October 1, 2013 and ending September 30, 2014. **[Meehan]**

## Public Hearings

The Public Hearing agenda is provided for the purpose of allowing citizens to ask specific questions regarding only the subject posted for the Public Hearing. Generally the Public Hearing is required by State Law and a record of those attending the Public Hearing is maintained as part of the official record of the proceedings.

- 4) Public Hearing for adopting the Tax Rate and levying the Ad Valorem Taxes for the Fiscal Year 2013 – 2014 to provide revenue for the payment of current expenditures. (Proposed Tax Rate is 0.355616; Current Tax Rate is 0.374177) **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Exum]**
- 5) Public Hearing/Discuss and Consider the proposed Operating Budget for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014. **[Copy of proposed budget available at City Hall upon request and currently posted on the City's website. 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Exum]**
- 6) Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A TRACT OF PARCEL OF LAND OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE J. GRAY SURVEY, ABSTRACT 349, SITUATED IN COLLIN COUTY, TEXAS, AN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; Beginning at a point in the north line of Parker Road, said point being the southeast corner of Kirkland Estates West, an addition to the City of Lucas, Texas, according to the plat recorded in volume 10, page 74 of the Map Records, Collin

County, Texas, in iron rod for corner; THENCE North 00°11'27" West along the east line of said Kirkland Estates West, a distance of 1,816.50 feet to a corner of said Addition, an iron rod for corner; THENCE North 89°00'00" east, a distance of 298.50 feet to an iron rod for corner; THENCE South 0°15'52" East, a distance of 1,859.00 feet to a point in the North line of Parker Road, an iron rod for corner; THENCE North 82°52'15" West, along said line of Parker Road, a distance of 303.20 feet to the POINT OF BEGINNING and containing 550,606 square feet or 12.64017 acres of land. More commonly known as the 3R property. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]**

- 7) Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A 9.973 ACRE TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS IN THE JOHN McKINNEY SURVEY, ABSTRACT NO. 596, BEING PART OF A CALLED 38.38 ACRE TRACT AS DEEDED TO J.C. AND OLLIE TOMBERLINE AND RECORDED IN VOLUME 595, PAGE 205 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AND BEING THE SAME TRACT OF LAND AS DEEDED TO ROGER A. STEVENS AND JANIS H. STEVENS AND RECORDED IN VOLUME 5476, PAGE 4796 DRCCT: BEGINNING at a point for corner in the center of a public road, said corner also being the Northwest corner of said John McKinney Survey; THENCE North 89°22'24" East, with North line of said McKinney Survey, for a distance of 1170.76 feet to a point for corner; THENCE South 1°04'22" East, for a distance of 364.00 feet to a point for corner at a fence corner; THENCE South 88°47'24" West, partially with a fence line, for a distance of 1177.77 feet to a point for corner in the center of said public road; THENCE North, 376.00 feet to the POINT OF BEGINNING and containing 434,444.9 square feet or 9.973

acres of land, more or less or more commonly known as the Stevens property. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]**

- 8) Public Hearing/Discuss and Consider the petition filed by D.R. Horton Homes requesting annexation of a parcel of land located on Stinson Road further described as Stinson Highlands Phase II generally located at the intersection of Highland Drive and Inverness Lane, consisting of 43 lots, and 66.1034 acres out of the John Grey Survey, ABS No. 349, Lewis P Turner Survey, ABS No. 901; George Gunnel Survey, ABS No. 352, Collin County, Texas. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]**

### **Regular Agenda**

- 9) Discuss and Consider the re-alignment for the Chief of the City of Lucas' Fire Department to be a direct report to the City Council. **[Lawrence]**
- 10) Discuss and Consider the approval of the minutes from the August 1, 2013, City Council Regular meeting. **[Wingo]**
- 11) Discuss and Consider recycling options and/or approve Amendment No. 4 to the Interlocal Agreement between the City of Lucas and Collin County for Recycling Roll-Off Container. **[Jenkins]**
- 12) Discuss and Consider the approval of Amendment No. 6 to the Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF). **[Jenkins]**
- 13) Discuss and Consider the approval of an agreement for Professional Services between the City of Lucas and Freese

and Nichols, Inc. for design of Rock Ridge Road Waterline Improvements. **[Foerster]**

14) Discuss and Consider the annexation of parcels located in the city's ETJ, and expanding our ETJ along with parts of Lake Lavon and Bratonia Park (east side of Lake Lavon). **[Hilbourn]**

15) Discuss and Consider an amendment to an existing boundary agreement between the City of Lucas and the City of Allen to include parcels on the west side of Rock Ridge Road. **[Hilbourn]**

16) Discuss and Consider the approval of a contract between the City of Lucas and Collin County, Texas, for Fire Protection Services in Unincorporated Fire District. **[Kitchens]**

17) Adjournment.

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**As authorized by Section 551.071 (2) 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 regarding any item on the agenda at any time during the meeting.**

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**Approval**

Approved by: Mayor Rebecca Mark, August 9, 2013.

**Certification**

*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, August 9, 2013, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC  
City Secretary

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**This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email [secretary@lucastexas.us](mailto:secretary@lucastexas.us).**

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# LUCAS CITY COUNCIL

Meeting Date August 15, 2013

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## AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

- Determination of Quorum
  - Reminder to silence cell phones
  - Pledge of Allegiance
- 

## Informational Purposes

City Manager Jeff Jenkins

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Manager Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth

Planning & Zoning Coordinator Donna Bradshaw

**Memo from the City Manager regarding upcoming Council meeting August 15, 2013, at 7:00 p.m., in the City Hall Council Chambers.**

**Item #3**

Cheryl Meehan HR, and Brinson Benefits will provide us recommended options for health/dental/vision/short term disability/life insurances at the meeting. We need to make a selection on these services as the enrollment is coming up fast for the plans.

**Item #11**

The contract for the recycling is up for renewal for one year. We did discuss this during the budget workshop, as we have experienced some issues with misuse of the program.

I am going to talk to Stacy with Barnes to see what other options we have for recycling. They do offer recycling curbside right now, but this is not mandatory. This is one option for our residents to use Barnes if they want to sign up for the service. Again, I will talk to her and see what other options she might have concerning this item.

**Item #12**

No changes were made to this agreement. We recommend continuing this agreement for the County to inspect our On-Site Sewage Facilities.

**Item #13**

This item involves the design of the Rock Ridge Waterline. Our City Engineer will make a presentation on this item. NTMWD is installing lines in the Rock Ridge area, and to make our project easier, NTMWD is willing to have their contractor install this service line to improve the pressure issues in this area. We would be responsible for the cost of engineering and parts for the project. We are requesting a contract with Freese and Nichols because they are engineering the NTMWD line in the exact same area, and this would make it simpler to have the same engineer to do this project.

**Item #14 and #15**

Both items are a discussion of possible areas to annex. Back when we started annexations, Council wanted to come back and review the other options once we completed the previous ones selected to do.

Item 15 involves an area located west of Rock Ridge. This area is within the Allen ETJ, but Allen does not plan to annex this property. Portions of this area we are providing water service, so one of our questions is do we want to consider changing our boundary agreement and eventually annex this area? Allen seems open to changing it, as we provide some of the services. On both items, we need direction and feedback on how you want to proceed.

**Item #16**

We receive funding from Collin County for providing coverage to the areas located in the unincorporated areas of the County. The agreement is up for renewal. This agreement is available to help us offset some of the cost for providing services to the County areas.





**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Citizen's Input.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
City Council Agenda  
Request**

Council Meeting: August 15, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Items of Community Interest.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Cheryl Meehan, HR

Prepared by: Cheryl Meehan, HR

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the review and/or change of benefit options for Employee Benefit Services for fiscal year starting October 1, 2013 and ending September 30, 2014.

**RECOMMENDED ACTION:**

Provide a health care benefit that is beneficial to the City and their employees.

- Selection to include best policy for Medical Benefit coverage.
- Selection to include best policy for Vision coverage.
- Selection to include best policy for Dental coverage.
- Selection to include best policy for Life Insurance coverage.
- Selection to include best policy for Short Term Disability coverage.

**SUMMARY:**

**MOTION:**

I make a Motion to....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
 City Manager: \_\_\_\_\_ / \_\_\_\_\_

Agenda Item # 03

## PRESENTATION & REVIEW OF HEALTH CARE BENEFIT OPTIONS FOR FY13-14



City of Lucas

## RESULTS OF OUR RFP

Brinson Benefits assisted the City of Lucas in a recent RFP to determine if we are offering the best options for the employees of the City of Lucas.

❖ We had 7 major health care providers offer coverage for the City. We reviewed a multitude of choices including various deductibles and coverage. The results were from a 19% decrease if we increased our deductible to 10 times what it is today to a 48% increase in premiums.

## RESULTS OF OUR RFP

- ❖ City Management and HR felt that it would be unrealistic to increase the deductible because options for family coverage are not affordable.
- ❖ Coverage to families still are untouchable for most of our employees. Some cities are supplementing the cost of the family coverage.

## RESULTS OF OUR RFP

- ❖ We are requesting to change providers on some of our supplemental insurances to save some money for the City and actually results in better coverage for our employees.
- ❖ We did find that we need to review our plans that are governed by IRS Revenue Code section 125, because we need to have specific plan documents and provide non discrimination testing. Brinson will bring us into compliance.

## Brinson Benefits has:

Initiated our employees with Consult-a-Doc and the Purple Card-Patient Advocacy Program.

- ❖ Our employees are very excited about Consult-a-Doc. This benefit covers up to 5 people who live in your home. There is no use cost to the employee and can aid in determining if a regular doctor's visit is required.
- ❖ Purple Card has taken over some difficult cases and trying to get to a conclusion that benefits the employees.

## Brinson Benefits – Health Care professionals.

Demetra Bell-Runnels is a Senior Benefits Strategist for Brinson Benefits. She will explain the options that different policies provide for us and the cost benefit of using such a service.

Staff respectfully recommends approval of the recommended policies based on Brinson's expertise and analysis.



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Liz Exum

Prepared by: Liz Exum

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Public Hearing for adopting the Tax Rate and levying the Ad Valorem Taxes for the Fiscal Year 2013 – 2014 to provide revenue for the payment of current expenditures. (Proposed Tax Rate is 0.355616; Current Tax Rate is 0.374177) **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013]**

**RECOMMENDED ACTION:**

**SUMMARY:**

This is the 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013.

**MOTION:**

No action needed at this time.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

## 2013 Property Tax Rates in City of Lucas

This notice concerns the 2013 property tax rates for City of Lucas. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

### Last year's tax rate:

Last year's operating taxes	\$1,398,977
Last year's debt taxes	\$604,962
Last year's total taxes	\$2,003,939
Last year's tax base	\$535,559,107
Last year's total tax rate	\$0.374177/\$100

### This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$2,003,939
÷ This year's adjusted tax base (after subtracting value of new property)	\$568,003,345
=This year's effective tax rate	\$0.352804/\$100
-Sales tax adjustment rate	\$0.011993/\$100
=Effective tax rate	\$0.340811/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

### This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$1,398,966
÷ This year's adjusted tax base	\$568,003,345
=This year's effective operating rate	\$0.246295/\$100
x <b>1.08</b> =this year's maximum operating rate	\$0.265998/\$100
+ This year's debt rate	\$0.101611/\$100
= This year's total rollback rate	\$0.367609/\$100
-Sales tax adjustment rate	\$0.011993/\$100
=Rollback tax rate	\$0.355616/\$100

### Statement of Increase/Decrease

If City of Lucas adopts a 2013 tax rate equal to the effective tax rate of \$0.340811 per \$100 of value, taxes would increase compared to 2012 taxes by \$51,123.

### Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
Maintenance & Operation	3,015,365

### Schedule B - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
CO's Series 2001	165,000	3,878	500	169,378
CO's Series 2007	80,000	52,913	0	132,913
GO Refunding S-2007	10,000	63,920	0	73,920
CO's Series 2011	125,000	111,300	200	236,500
Total required for 2013 debt service				\$612,711
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2013				\$612,711
+ Amount added in anticipation that the unit will				\$0



collect only 100.00% of its taxes in 2013

= Total debt levy

\$612,711

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 2300 Bloomdale Rd, Ste. 2366, McKinney, TX 75071.

Name of person preparing this notice: Kenneth L. Maun

Title: Tax Assessor Collector

Date Prepared: 07/26/2013

# Notice of Public Hearing on Tax Increase

The City of Lucas will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 4.34 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 15, 2013 at 7:00 PM at City of Lucas, Lucas City Hall, 665 Country Club Road, Lucas, TX 75002.

The second public hearing will be held on September 5, 2013 at 7:00 PM at City of Lucas, Lucas City Hall, 665 Country Club Road, Lucas, TX 75002.

The members of the governing body voted on the proposal to consider the tax increase as follows:

<b>FOR:</b>	Rebecca Mark, Mayor	Kathleen Peele, Mayor Pro-Tem
	Wayne Millsap	Jim Olk
	Steve Duke	Philip Lawrence
	Debbie Fisher	

**AGAINST:**

**PRESENT** and not voting:

**ABSENT:**

The average taxable value of a residence homestead in City of Lucas last year was \$327,927. Based on last year's tax rate of \$0.374177 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$1,227.03.

The average taxable value of a residence homestead in City of Lucas this year is \$339,903. If the governing body adopts the effective tax rate for this year of \$0.340811 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$1,158.43.

If the governing body adopts the proposed tax rate of \$0.355616 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$1,208.75.

Members of the public are encouraged to attend the hearings and express their views.



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Liz Exum

Prepared by: Liz Exum

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Public Hearing/Discuss and Consider the proposed Operating Budget for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014. **[Copy of proposed budget available at City Hall upon request and currently posted on the City's website. 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013]**

**RECOMMENDED ACTION:**

**SUMMARY:**

This is the 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013.

**MOTION:**

No action needed at this time.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## CITY OF LUCAS, TEXAS

### ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014

This budget will raise more revenue from property taxes than last year's budget by an amount of \$140,396, which is a 7.01 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$124,424.

The members of the governing body voted on the proposal to consider the budget as follows:

FOR: Rebecca Mark, Mayor      Kathleen Peele, Mayor Pro-Tem  
Wayne Millsap                      Jim Olk  
Steve Duke                          Philip Lawrence  
Debbie Fisher

AGAINST:

PRESENT and not voting:

ABSENT:

<b>Property Tax Rate Comparison</b>	<b>2013-2014</b>	<b>2012-2013</b>
Property Tax Rate:	\$0.355616/100	\$0.374177/100
Effective Tax Rate:	\$0.340811/100	\$0.367287/100
Effective Maintenance & Operations Tax Rate:	\$0.234302/100	\$0.250354/100
Rollback Tax Rate :	\$0.355616/100	\$0.384009/100
Debt Rate:	\$0.101611/100	\$0.112959/100

Total debt obligation for City of Lucas secured by property taxes: \$612,711

# City of Lucas, Texas

## **PROPOSED BUDGET**

Fiscal Year 2013-2014

Mayor

Rebecca Mark

Mayor Pro-Tem: Kathleen Peele

Councilwoman: Debbie Fisher

Councilman: Wayne Millsap

Councilman: Phil Lawrence

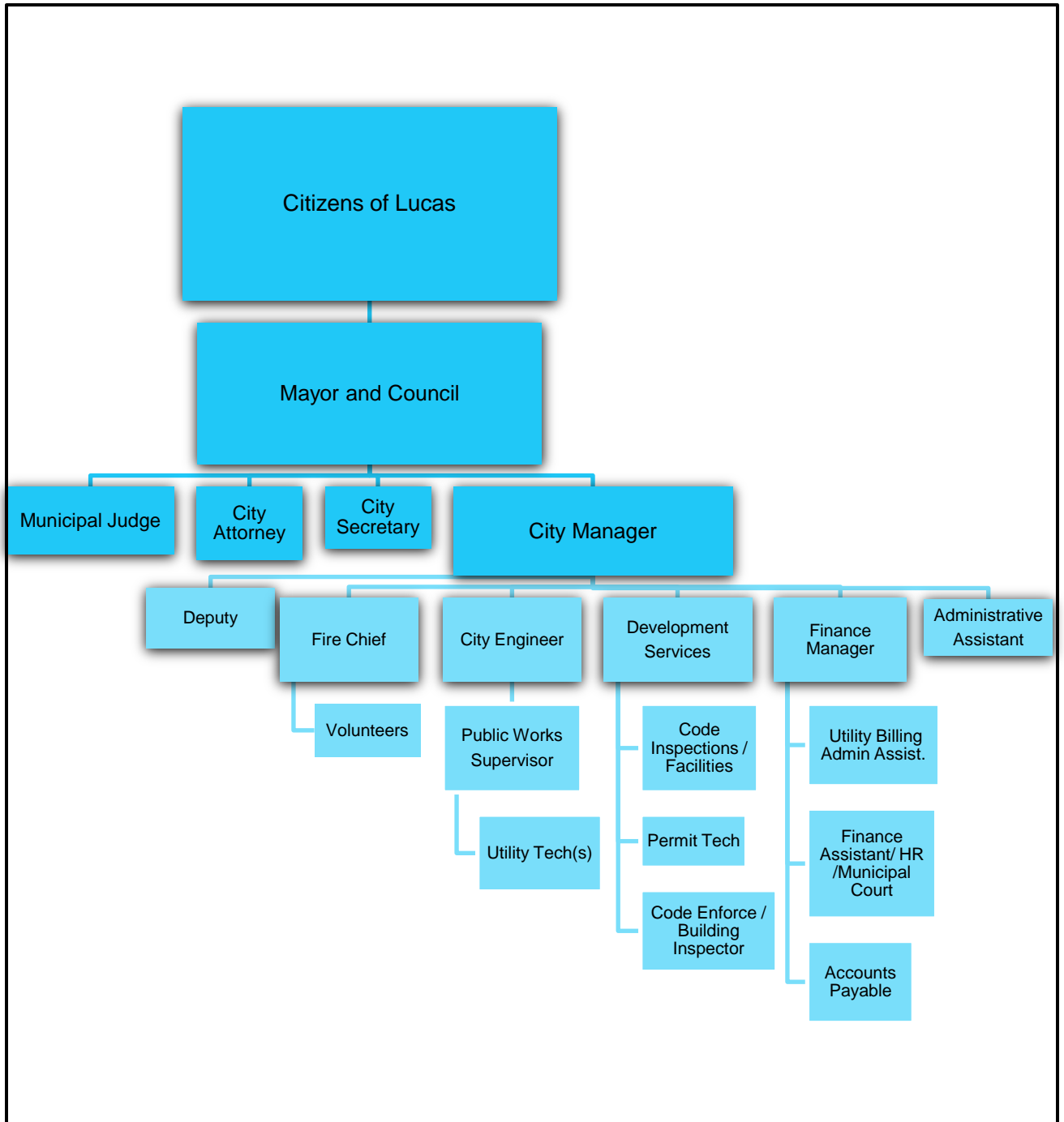
Councilman: Jim Olk

Councilman: Steve Duke



Jeff Jenkins, City Manager  
Kathy Wingo, City Secretary  
Liz Exum, Finance Manager

# City of Lucas



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### **OPERATING BUDGET**

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#### WATER FUND:

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#### DEBT SERVICE FUND:

Debt Service Summary	Page	27
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	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET
<b>REVENUE SUMMARY</b>							
<b>GENERAL FUND</b>							
PROPERTY TAXES	\$ 1,446,880.86	\$ 1,519,386.00	\$ 13,700.00	\$ 1,533,086.00	\$ 1,515,138.92	\$ 1,533,086.00	\$ 1,694,628.00
OTHER TAXES	\$ 434,126.71	\$ 799,045.00	\$ (36,478.00)	\$ 762,567.00	\$ 414,566.37	\$ 762,567.00	\$ 999,950.00
FINES & FORFEITURES	\$ 41,755.74	\$ 24,985.00	\$ 70.00	\$ 25,055.00	\$ 14,618.63	\$ 25,055.00	\$ 20,295.00
LICENSES & PERMITS	\$ 482,755.40	\$ 290,820.00	\$ 105,510.00	\$ 396,330.00	\$ 267,907.65	\$ 396,330.00	\$ 346,510.00
FIRE DEPARTMENT REVENUE	\$ 135,020.88	\$ 149,513.65	\$ 4,635.28	\$ 154,148.93	\$ 95,013.00	\$ 154,148.93	\$ 191,751.00
FEES & SERVICE CHARGES	\$ 56,853.10	\$ 69,785.30	\$ 6,800.70	\$ 76,586.00	\$ 73,620.56	\$ 76,586.00	\$ 79,000.00
MISCELLANEOUS REVENUES	\$ 239,586.57	\$ 249,774.46	\$ 50,728.35	\$ 300,502.81	\$ 112,057.25	\$ 300,502.81	\$ 294,384.00
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$ 2,836,979.26</b>	<b>\$ 3,103,309.41</b>	<b>\$ 144,966.33</b>	<b>\$ 3,248,275.74</b>	<b>\$ 2,492,922.38</b>	<b>\$ 3,248,275.74</b>	<b>\$ 3,626,518.00</b>
<b>WATER UTILITIES FUND</b>							
FEES & SERVICE CHARGES	\$ 2,913,217.30	\$ 2,912,700.00	\$ 29,900.00	\$ 2,942,600.00	\$ 1,777,262.72	\$ 2,942,600.00	\$ 3,169,200.00
TRANSFER IN TO PAY OFF OLD UTILITY BONDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS REVENUES	\$ 56,180.68	\$ 56,730.00	\$ (80.00)	\$ 56,650.00	\$ 4,195.10	\$ 56,650.00	\$ 56,400.00
<b>TOTAL WATER UTILITIES FUND REVENUE</b>	<b>\$ 2,969,397.98</b>	<b>\$ 2,969,430.00</b>	<b>\$ 29,820.00</b>	<b>\$ 2,999,250.00</b>	<b>\$ 1,781,457.82</b>	<b>\$ 2,999,250.00</b>	<b>\$ 3,225,600.00</b>
<b>DEBT SERVICE FUND</b>							
PROPERTY TAXES	\$ 654,826.88	\$ 664,672.00	\$ 6,625.00	\$ 671,297.00	\$ 656,526.01	\$ 671,297.00	\$ 623,110.00
<b>TOTAL DEBT SERVICE FUND REVENUE</b>	<b>\$ 654,826.88</b>	<b>\$ 664,672.00</b>	<b>\$ 6,625.00</b>	<b>\$ 671,297.00</b>	<b>\$ 656,526.01</b>	<b>\$ 671,297.00</b>	<b>\$ 623,110.00</b>
<b>COMBINED REVENUE TOTALS</b>	<b>\$ 6,461,204.12</b>	<b>\$ 6,737,411.41</b>	<b>\$ 181,411.33</b>	<b>\$ 6,918,822.74</b>	<b>\$ 4,930,906.21</b>	<b>\$ 6,918,822.74</b>	<b>\$ 7,475,228.00</b>
<b>EXPENDITURES</b>							
<b>GENERAL FUND</b>							
CITY COUNCIL	\$ 29,794.68	\$ 56,769.94	\$ -	\$ 56,769.94	\$ 42,166.91	\$ 56,769.94	\$ 40,425.00
CITY SEC	\$ 115,770.70	\$ 129,445.87	\$ (5,835.00)	\$ 123,610.87	\$ 74,782.30	\$ 123,610.87	\$ 128,805.15
ADMIN/FINANCE	\$ 320,857.62	\$ 363,834.96	\$ 40.00	\$ 363,874.96	\$ 217,651.42	\$ 363,874.96	\$ 398,559.89
DEVELOPMENT SERVICES	\$ 303,343.35	\$ 288,027.23	\$ (4,200.00)	\$ 283,827.23	\$ 176,623.99	\$ 283,827.23	\$ 293,150.56
PUBLIC WORKS	\$ 429,030.75	\$ 532,992.58	\$ -	\$ 532,992.58	\$ 213,555.96	\$ 532,992.58	\$ 885,890.78
PARKS	\$ 114,560.54	\$ 138,206.02	\$ -	\$ 138,206.02	\$ 80,009.93	\$ 138,206.02	\$ 106,339.70
FIRE	\$ 694,126.53	\$ 752,990.32	\$ 4,703.04	\$ 757,693.36	\$ 417,535.07	\$ 757,693.36	\$ 1,338,832.33
NON-DEPARTMENTAL	\$ 278,235.22	\$ 342,462.00	\$ (11,800.00)	\$ 330,662.00	\$ 213,840.41	\$ 330,662.00	\$ 397,511.00
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 2,285,719.39</b>	<b>\$ 2,604,728.92</b>	<b>\$ (17,091.96)</b>	<b>\$ 2,587,636.96</b>	<b>\$ 1,436,165.99</b>	<b>\$ 2,587,636.96</b>	<b>\$ 3,589,514.41</b>
<b>WATER UTILITIES FUND</b>							
TOTAL EXPENDITURES	\$ 2,157,173.93	\$ 2,453,025.17	\$ (110,061.00)	\$ 2,342,964.17	\$ 1,347,787.03	\$ 2,342,964.17	\$ 2,633,488.61
<b>DEBT SERVICE</b>							
WATER UTILITIES	\$ 519,914.50	\$ 515,783.00	\$ -	\$ 515,783.00	\$ 420,877.50	\$ 515,783.00	\$ 533,220.00
GENERAL FUND	\$ 603,158.25	\$ 606,273.00	\$ -	\$ 606,273.00	\$ 486,159.50	\$ 606,273.00	\$ 612,710.00
<b>TOTAL DEBT SERVICE</b>	<b>\$ 1,123,072.75</b>	<b>\$ 1,122,056.00</b>	<b>\$ -</b>	<b>\$ 1,122,056.00</b>	<b>\$ 907,037.00</b>	<b>\$ 1,122,056.00</b>	<b>\$ 1,145,930.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,565,966.07</b>	<b>\$ 6,179,810.09</b>	<b>\$ (127,152.96)</b>	<b>\$ 6,052,657.13</b>	<b>\$ 3,690,990.02</b>	<b>\$ 6,052,657.13</b>	<b>\$ 7,368,933.02</b>
<b>NET REVENUE LESS EXPENDITURES</b>	<b>\$ 895,238.05</b>	<b>\$ 557,601.32</b>	<b>\$ 308,564.29</b>	<b>\$ 866,165.61</b>	<b>\$ 1,239,916.19</b>	<b>\$ 866,165.61</b>	<b>\$ 106,294.98</b>



	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET
<b>SUMMARY BY FUND</b>							
<b>GENERAL FUND</b>							
REVENUE	\$ 2,836,979.26	\$ 3,103,309.41	\$ 144,966.33	\$ 3,248,275.74	\$ 2,492,922.38	\$ 3,248,275.74	\$ 3,626,518.00
EXPENDITURES	\$ 2,285,719.39	\$ 2,604,728.92	\$ (17,091.96)	\$ 2,587,636.96	\$ 1,436,165.99	\$ 2,587,636.96	\$ 3,589,514.41
NET REVENUE LESS EXPENDITURES	\$ 551,259.87	\$ 498,580.49	\$ 162,058.29	\$ 660,638.78	\$ 1,056,756.39	\$ 660,638.78	\$ 37,003.59
<b>WATER UTILITES FUND</b>							
REVENUE	\$ 2,969,397.98	\$ 2,969,430.00	\$ 29,820.00	\$ 2,999,250.00	\$ 1,781,457.82	\$ 2,999,250.00	\$ 3,225,600.00
EXPENDITURES	\$ 2,157,173.93	\$ 2,453,025.17	\$ (110,061.00)	\$ 2,342,964.17	\$ 1,347,787.03	\$ 2,342,964.17	\$ 2,633,488.61
DEBT SERVICE	\$ 519,914.50	\$ 515,783.00	\$ -	\$ 515,783.00	\$ 420,877.50	\$ 515,783.00	\$ 533,220.00
NET REVENUE LESS EXPENDITURES	\$ 292,309.55	\$ 621.83	\$ 139,881.00	\$ 140,502.83	\$ 12,793.29	\$ 140,502.83	\$ 58,891.39
<b>DEBT SERVICE FUND-GENERAL</b>							
REVENUE	\$ 654,826.88	\$ 664,672.00	\$ 6,625.00	\$ 671,297.00	\$ 656,526.01	\$ 671,297.00	\$ 623,110.00
EXPENDITURES	\$ 603,158.25	\$ 606,273.00	\$ -	\$ 606,273.00	\$ 486,159.50	\$ 606,273.00	\$ 612,710.00
NET REVENUE LESS EXPENDITURES	\$ 51,668.63	\$ 58,399.00	\$ 6,625.00	\$ 65,024.00	\$ 170,366.51	\$ 65,024.00	\$ 10,400.00
NET REVENUE LESS EXPENDITURES	\$ 895,238.05	\$ 557,601.32	\$ 308,564.29	\$ 866,165.61	\$ 1,239,916.19	\$ 866,165.61	\$ 106,294.98

**FUND SUMMARIES - GOVERNMENTAL FUNDS**

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	GENERAL	DEBT SERVICE	CAPITAL IMPROVEMENTS	IMPACT FEES/RTR/COUNTY	TOTAL GOVERNMENTAL
<b>BEGINNING FUND BALANCE</b>	\$ 4,481,395.45	\$ 423,369.00	\$ 2,684,703.81	\$ 702,988.61	\$ 8,292,456.87
PROPERTY TAXES	\$ 1,694,628.00	\$ 623,110.00			\$ 2,317,738.00
OTHER TAXES	\$ 999,950.00				\$ 999,950.00
FINES & FORFEITURES	\$ 20,295.00				\$ 20,295.00
LICENSES & PERMITS	\$ 346,510.00				\$ 346,510.00
FIRE DEPARTMENT REVENUE	\$ 191,751.00				\$ 191,751.00
FEES & SERVICE CHARGES	\$ 79,000.00				\$ 79,000.00
MISCELLANEOUS REVENUES	\$ 294,384.00		\$ -		\$ 294,384.00
IMPACT FEES				\$ 100,000.00	\$ 100,000.00
RTR FUNDS LEFT TURN LANES				\$ 251,370.00	\$ 251,370.00
RTR FUNDS FM 1378				\$ 1,000,000.00	\$ 1,000,000.00
COUNTY FUNDS				\$ 244,000.00	\$ 244,000.00
TRANSFER IN RESERVES					\$ -
TRANSFER IN IMPACT FEES					\$ -
<b>TOTAL REVENUES</b>	\$ 3,626,518.00	\$ 623,110.00	\$ -	\$ 1,595,370.00	\$ 5,844,998.00
<b>EXPENDITURES</b>					
CITY COUNCIL	\$ 40,425.00				\$ 40,425.00
CITY SEC	\$ 128,805.15				\$ 128,805.15
ADMIN/FINANCE	\$ 398,559.89				\$ 398,559.89
DEVELOPMENT SERVICES	\$ 293,150.56				\$ 293,150.56
PUBLIC WORKS	\$ 885,890.78				\$ 885,890.78
PARKS	\$ 106,339.70				\$ 106,339.70
FIRE	\$ 1,338,832.33				\$ 1,338,832.33
NON-DEPARTMENTAL	\$ 397,511.00				\$ 397,511.00
DEBT SERVICE PRINCIPAL		\$ 380,000.00			\$ 380,000.00
DEBT SERVICE INTEREST/BOND EXP		\$ 232,710.00			\$ 232,710.00
CAPITAL PROJECTS RTR LEFT TURN LANES				\$ 30,000.00	\$ 30,000.00
CAPITAL PROJECTS RTR FM 1378				\$ 1,500,000.00	\$ 1,500,000.00
CAPITAL PROJECTS FIRE DEPT			\$ 277,000.00		\$ 277,000.00
					\$ -
<b>TOTAL EXPENDITURES</b>	\$ 3,589,514.41	\$ 612,710.00	\$ 277,000.00	\$ 1,530,000.00	\$ 6,009,224.41
<b>NET CHANGE IN FUND BALANCE</b>	\$ 37,003.59	\$ 10,400.00	\$ (277,000.00)	\$ 65,370.00	\$ (164,226.41)
<b>ENDING FUND BALANCE</b>	\$ 4,518,399.04	\$ 433,769.00	\$ 2,407,703.81	\$ 768,358.61	\$ 8,128,230.46
<b>MINUS RESTRICTED FOR:</b>					
IMPACT FEES				\$ (768,358.61)	\$ (768,358.61)
DEBT SERVICE PAYMENTS		\$ (433,769.00)			\$ (433,769.00)
MUNICIPAL COURT	\$ (28,067.00)				\$ (28,067.00)
CAPITAL IMPROVEMENT PROJECTS			\$ (2,407,703.81)		\$ (2,407,703.81)
UNASSIGNED FUND BALANCE	\$ 4,490,332.04	\$ -	\$ -	\$ -	\$ 4,490,332.04
<b>TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT</b>	\$ 4,490,332.04	\$ -	\$ -	\$ -	\$ 4,490,332.04
AMOUNT IN DAYS OPERATING COST	457				457
AMOUNT IN MONTHS OPERATING COST	15.2				15.2
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	\$ (1,794,757.21)				\$ (1,794,757.21)
<b>TOTAL RESERVES AFTER GASB 54 REQUIREMENTS</b>	\$ 2,695,574.84				\$ 2,695,574.84
AMOUNT IN DAYS OPERATING COST	274				274
AMOUNT IN MONTHS OPERATING COST	9.1				9.1

**FUND SUMMARIES - PROPRIETARY**

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
<b>BEGINNING BALANCE RESTRICTED/UNRESTRICTED</b>	\$ 4,001,771.83	\$ 1,284,881.72	\$ -	\$ 5,286,653.55
WATER REVENUE	\$ 2,742,200.00			\$ 2,742,200.00
WASTE WATER REVENUE	\$ 26,000.00			\$ 26,000.00
TRASH REVENUE	\$ 401,000.00			\$ 401,000.00
MISCELLANEOUS REVENUES	\$ 56,400.00			\$ 56,400.00
DEVELOPERS CONTRIBUTIONS	\$ 437,078.25			\$ 437,078.25
IMPACT FEES			\$ 150,000.00	\$ 150,000.00
TRANSFER IN IMPACT FEES		\$ 150,000.00		\$ 150,000.00
TRANSFER IN FUND BALANCE - WATER		\$ 23,451.28		\$ 23,451.28
<b>TOTAL REVENUES</b>	<b>\$ 3,662,678.25</b>	<b>\$ 173,451.28</b>	<b>\$ 150,000.00</b>	<b>\$ 3,986,129.53</b>
<b>EXPENDITURES</b>				
WATER	\$ 2,250,488.61			\$ 2,250,488.61
TRASH	\$ 360,000.00			\$ 360,000.00
WASTEWATER	\$ 23,000.00			\$ 23,000.00
DEBT SERVICE PRINCIPAL	\$ 350,000.00			\$ 350,000.00
DEBT SERVICE INTEREST/BOND EXP	\$ 183,220.00			\$ 183,220.00
TRANSFER OUT TO FUND WATER PROJECT	\$ 23,451.28	\$ -		\$ 23,451.28
TRANSFER OUT TO FUND WATER PROJECT			\$ 150,000.00	\$ 150,000.00
CAPITAL PROJECTS WF		\$ 1,458,333.00		\$ 1,458,333.00
				\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,190,159.89</b>	<b>\$ 1,458,333.00</b>	<b>\$ 150,000.00</b>	<b>\$ 4,798,492.89</b>
<b>NET CHANGE IN BALANCE</b>	<b>\$ 472,518.36</b>	<b>\$ (1,284,881.72)</b>	<b>\$ -</b>	<b>\$ (812,363.36)</b>
<b>ENDING BALANCE</b>	<b>\$ 4,474,290.19</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,474,290.19</b>
<b>MINUS RESTRICTED FOR:</b>				
IMPACT FEES			\$ -	\$ -
DEBT SERVICE PAYMENTS	\$ (350,000.00)			\$ (350,000.00)
CUSTOMER DEPOSITS	\$ (205,125.00)			\$ (205,125.00)
CAPITAL IMPROVEMENT PROJECTS		\$ -		\$ -
UNASSIGNED FUND BALANCE	\$ 3,919,165.19	\$ -	\$ -	\$ 3,919,165.19
<b>TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT</b>	<b>\$ 3,919,165.19</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,919,165.19</b>
AMOUNT IN DAYS OPERATING COST	504			504
AMOUNT IN MONTHS OPERATING COST	16.8			16.8
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	\$ (1,420,079.95)			\$ (1,420,079.95)
<b>TOTAL RESERVES AFTER GASB 54 REQUIREMENTS</b>	<b>\$ 2,499,085.25</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,499,085.25</b>
AMOUNT IN DAYS OPERATING COST	321			321
AMOUNT IN MONTHS OPERATING COST	10.7			10.7

2013-2014

PROPOSED BUDGET

**CAPITAL FUND SUMMARY**

CAPITAL WATER PROJECTS:

TOTAL WATER CAPITAL PROJECTS	\$	1,458,333.00
FY 2012/2013 IMPACT FEES	\$	(150,000.00)
2011 CO FUNDS	\$	(1,284,881.72)
FUND/RESERVE BALANCE TO FUND WATER	\$	(23,451.28)
TOTAL	\$	<u>0.00</u>

CAPITAL ROADWAY AND GF PROJECTS:

GENERAL FUND CAPITAL FIRE DEPT ADDITION	\$	277,000.00
RTR PROJECT TURN LANES	\$	30,000.00
RTR PROJECT W LUCAS RD	\$	1,500,000.00
ROADWAY IMPACT FEES	\$	(62,000.00)
2011 CO FUNDS	\$	(277,000.00)
RTR FUNDS TURN LANES	\$	(24,000.00)
RTR FUNDS W LUCAS RD	\$	(1,200,000.00)
COUNTY FUNDS	\$	(244,000.00)
TOTAL	\$	<u>-</u>

	FISCAL YEAR 2011-2012 ACTUAL	FISCAL YEAR 2012-2013 ACTUAL YTD AS OF 5/13	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2013-2014 PROPOSED BUDGET
<b>Impact/Development Fee Summary</b>						
<b>GENERAL FUND:</b>						
Beginning Balance General Fund (Restricted)	\$ 649,220.48	\$ 649,220.48	\$ 649,220.48		\$ 649,220.48	\$ 702,988.61
<b>Revenue</b>						
Roadway Impact Fees		\$ 41,885.07	\$ 60,000.00	\$ 72,368.13	\$ 132,368.13	\$ 100,000.00
Roadway Impact Fees - Wal-Mart			\$ -		\$ -	\$ -
<b>Total Revenues</b>	\$ 649,220.48	\$ 41,885.07	\$ 60,000.00	\$ 72,368.13	\$ 132,368.13	\$ 100,000.00
<b>Expenditures</b>						
Capital Projects	\$ -	\$ 7,450.50		\$ 78,600.00	\$ 78,600.00	\$ 62,000.00
<b>Total Expenditures</b>		\$ 7,450.50	\$ -	\$ 78,600.00	\$ 78,600.00	\$ 62,000.00
<b>Revenues less Expenditures</b>						
General Fund Ending Balance (Restricted)	\$ 649,220.48	\$ 683,655.05	\$ 709,220.48	\$ (6,231.87)	\$ 702,988.61	\$ 740,988.61
<b>WATER FUND:</b>						
Beginning Balance - Water Fund	\$ (4,067,159.30)	\$ (4,067,159.30)	\$ (4,067,159.30)		\$ (4,067,159.30)	\$ (4,898,488.30)
<b>Revenue</b>						
Water Impact Fees	\$ -	\$ 60,932.80	\$ 100,000.00	\$ 71,322.00	\$ 171,322.00	\$ 150,000.00
Development Fees -Sewer			\$ 437,078.25	\$ (437,078.25)	\$ -	\$ 437,078.25
<b>Total Revenues</b>	\$ -	\$ 60,932.80	\$ 537,078.25	\$ 71,322.00	\$ 171,322.00	\$ 587,078.25
<b>Expenditures</b>						
Capital Projects - Water	\$ -	\$ 194,794.83	\$ 1,693,114.00	\$ (1,428,533.00)	\$ 264,581.00	\$ 1,458,333.00
Capital Projects- Sewer		\$ 342,037.14	\$ 672,620.00	\$ 65,450.00	\$ 738,070.00	
<b>Total Expenditures</b>	\$ -	\$ 536,831.97	\$ 2,365,734.00	\$ (1,363,083.00)	\$ 1,002,651.00	\$ 1,458,333.00
<b>Revenues less Expenditures</b>						
Water Fund Ending Balance	\$ (4,067,159.30)	\$ (4,543,058.47)	\$ (5,895,815.05)	\$ 1,434,405.00	\$ (4,898,488.30)	\$ (5,769,743.05)

## CITY OF LUCAS PROPERTY TAX RATES

Property tax is by far the largest source of revenue in the City of Lucas General Fund. Property tax is collected by Collin County and distributed to the City. The City's property tax is budgeted at a rate of .355616 for 2013. The tax rate is 1.86 cents lower than previous tax years. Listed below is a table depicting the recent history of the City of Lucas property tax rate.

Tax Year	O&M	I&S	Total
2004	0.258690	0.117910	0.376600
2005	0.243510	0.133090	0.376600
2006	0.248146	0.126854	0.375000
2007	0.244260	0.130740	0.375000
2008	0.250509	0.123668	0.374177
2009	0.252040	0.122137	0.374177
2010	0.247231	0.126946	0.374177
2011	0.257723	0.116454	0.374177
2012	0.261218	0.112959	0.374177
2013	0.254005	0.101611	0.355616

As you can see in the chart below, the property tax rate for the City of Lucas is very favorable in comparison to other cities within the area.

### Fiscal Year 2012 Tax Rates

City	O&M	I&S	Total
Wylie	0.590620	0.298280	0.888900
Sachse	0.568894	0.201925	0.770819
Princeton	0.489487	0.267445	0.756932
Anna	0.559367	0.090965	0.650332
Celina	0.475541	0.169459	0.645000
Farmersville	0.475922	0.221578	0.697500
Melissa	0.437740	0.172260	0.610000
Murphy	0.329495	0.240505	0.570000
Allen	0.405058	0.146942	0.552000
Prosper	0.316914	0.203086	0.520000
Parker	0.306403	0.070677	0.377080
Lucas	0.261218	0.112959	0.374177
Fairview	0.199606	0.160394	0.360000

# GENERAL FUND







11 -GENERAL FUND

	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
REVENUE								
4913 FUEL TAX REFUND	2,257.83	2,550.32		2,550.32	2,550.32	2,550.32	2,200.00	
4914 INSURANCE CLAIM REIMB	363.99	3,516.55		3,516.55	3,516.55	3,516.55	0.00	
4915 CHILD SAFETY INCOME	6,108.05	5,840.00		5,840.00	4,567.44	5,840.00	5,840.00	
4916 CREDIT CARD REVENUE	2,327.61	2,195.00		2,195.00	1,554.60	2,195.00	2,400.00	
4931 RENTAL INCOME	27,600.00	32,400.00		32,400.00	20,190.00	32,400.00	32,400.00	
4932 RETAIL SALES	-	-		-	-	-	0.00	
4980 PARK DEDICATION FEES	10,000.00	30,000.00	34,000.00	64,000.00	64,000.00	64,000.00	64,000.00	
4985 GRANT REVENUES	9,667.23	1,000.00		1,000.00	1,000.00	1,000.00	0.00	
4991 STREET ASSESSMENTS	1,300.00	1,300.00	(1,300.00)	-	-	-	0.00	
4993 POSTAGE	-	-		-	-	-		
4994 CASH DRWR OVR/UND	-	-		-	-	-		
4995 REIMBURSEMENTS	12.75	1,779.09	12,997.24	14,776.33	7,379.92	14,776.33	2,000.00	
4996 TRANSFER IN	-	-		-	-	-		
4997 MISCELLANEOUS	4,927.10	2,000.00	(163.89)	1,836.11	1,806.11	1,836.11	2,000.00	
4998 PILOT TRANSER IN	165,848.97	161,193.50	3,195.00	164,388.50	-	164,388.50	174,544.00	
	<b>239,586.57</b>	<b>249,774.46</b>	<b>50,728.35</b>	<b>300,502.81</b>	<b>112,057.25</b>	<b>300,502.81</b>	<b>294,384.00</b>	
<b>***TOTAL REVENUES***</b>	<b>2,836,979.26</b>	<b>3,103,309.41</b>	<b>144,966.33</b>	<b>3,248,275.74</b>	<b>2,492,922.38</b>	<b>3,248,275.74</b>	<b>3,626,518.00</b>	

11 -GENERAL FUND CITY COUNCIL DEPARTMENTAL EXPENDITURES		2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET
<b><u>PERSONNEL SERVICES</u></b>								
6100-112	WORKERS' COMPENSATION	100.00	97.83		97.83	97.83	97.83	100.00
<b>TOTAL PERSONNEL SERVICES</b>		<b>100.00</b>	<b>97.83</b>	<b>-</b>	<b>97.83</b>	<b>97.83</b>	<b>97.83</b>	
<b><u>MATERIALS &amp; SUPPLIES</u></b>								
6100-201	OFFICE SUPPLIES	1,479.80	1,500.00		1,500.00	998.40	1,500.00	1,500.00
6100-202	POSTAGE	-	250.00		250.00	-	250.00	100.00
6100-204	FOOD/BEVERAGE	314.20	500.00		500.00	63.82	500.00	500.00
6100-228	MEETING SUPPLIES	-	150.00		150.00	-	150.00	75.00
6100-233	EQUIPMENT MAINTENANCE	-	100.00		100.00	-	100.00	100.00
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>1,794.00</b>	<b>2,500.00</b>	<b>-</b>	<b>2,500.00</b>	<b>1,062.22</b>	<b>2,500.00</b>	<b>2,275.00</b>
<b><u>PURCHASED SERVICES:</u></b>								
6100-307	TRAINING & TRAVEL	1,623.84	2,500.00		2,500.00	1,459.59	2,500.00	2,500.00
6100-313	MAINTENANCE AGREEMENTS	2,651.68	3,600.00		3,600.00	2,051.40	3,600.00	3,600.00
6100-323	CELL PHONE	840.06	1,200.00		1,200.00	689.70	1,200.00	1,200.00
6100-331	ELECTRICITY	1,170.33	1,500.00		1,500.00	824.21	1,500.00	1,500.00
<b>TOTAL PURCHASED SERVICES</b>		<b>6,285.91</b>	<b>8,800.00</b>	<b>-</b>	<b>8,800.00</b>	<b>5,024.90</b>	<b>8,800.00</b>	<b>8,800.00</b>
<b><u>GENERAL &amp; ADMINISTRATIVE SERVICES</u></b>								
6100-444	FOUNDERS DAY	9,981.71	13,000.00		13,000.00	9,894.33	13,000.00	15,000.00
6100-440	BOARDS & COMMISSIONS	22.67	250.00		250.00	-	250.00	250.00
6100-441	APPRECIATION/AWARDS	1,170.97	2,500.00		2,500.00	1,115.57	2,500.00	2,500.00
6100-451	SOFTWARE, BOOKS, & CDS	483.11	600.00		600.00	199.95	600.00	600.00
6100-442	CONTINGENCY FUND	956.31	2,000.00		2,000.00	-	2,000.00	2,000.00
6100-468	CITY COUNCIL FEES	9,000.00	9,000.00		9,000.00	6,750.00	9,000.00	9,000.00
<b>TOTAL GENERAL &amp; ADMINISTRATION SERV</b>		<b>21,614.77</b>	<b>27,350.00</b>	<b>-</b>	<b>27,350.00</b>	<b>17,959.85</b>	<b>27,350.00</b>	<b>29,350.00</b>
<b><u>CAPITAL OUTLAY</u></b>								
8100-420	EQUIPMENT		18,022.11		18,022.11	18,022.11	18,022.11	-
<b>TOTAL CAPITAL OUTLAY</b>		<b>-</b>	<b>18,022.11</b>	<b>-</b>	<b>18,022.11</b>	<b>18,022.11</b>	<b>18,022.11</b>	<b>-</b>
<b>TOTAL CITY COUNCIL</b>		<b>29,794.68</b>	<b>56,769.94</b>	<b>-</b>	<b>56,769.94</b>	<b>42,166.91</b>	<b>56,769.94</b>	<b>40,425.00</b>

11 -GENERAL FUND CITY SECRETARY DEPARTMENTAL EXPENDITURES		2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
<b>PERSONNEL SERVICES</b>									
6110-101	SALARIES - EXEMPT	61,878.46	64,729.60		64,729.60	42,313.68	64,729.60	64,729.60	
6110-112	WORKERS' COMPENSATION	197.99	205.00		205.00	191.00	205.00	205.00	
6110-113	LONGEVITY PAY	304.00	355.00		355.00	352.00	355.00	400.00	
6110-122	TMRS	4,426.66	4,453.87		4,453.87	2,505.93	4,453.87	5,259.12	Rate change to 7.85%
6110-123	GROUP INSURANCE	6,193.66	6,660.00		6,660.00	3,773.68	6,660.00	6,960.00	
6110-124	AFLAC	297.03	300.00		300.00	164.08	300.00	300.00	
6110-127	MEDICARE	945.47	947.40		947.40	617.19	947.40	971.43	
6110-129	ST DISABILITY	313.18	320.00		320.00	185.13	320.00	320.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>74,556.45</b>	<b>77,970.87</b>	<b>-</b>	<b>77,970.87</b>	<b>50,102.69</b>	<b>77,970.87</b>	<b>79,145.15</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6110-201	OFFICE SUPPLIES	795.68	1,000.00		1,000.00	561.73	1,000.00	1,000.00	
6110-202	POSTAGE	5,190.00	7,000.00		7,000.00	4,000.00	7,000.00	7,500.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>5,985.68</b>	<b>8,000.00</b>	<b>-</b>	<b>8,000.00</b>	<b>4,561.73</b>	<b>8,000.00</b>	<b>8,500.00</b>	
<b>PURCHASED SERVICES:</b>									
6110-238	PRINTING & COPYING	-	250.00		250.00	-	250.00	250.00	
6110-239	RECORDS MANAGEMENT	1,160.00	1,500.00		1,500.00	520.00	1,500.00	1,200.00	
6110-303	TELEPHONE	1,242.22	1,250.00		1,250.00	634.83	1,250.00	1,250.00	
6110-307	TRAINING & TRAVEL	1,800.20	2,120.00		2,120.00	1,546.17	2,120.00	1,985.00	
6110-306	ADVERTISING/PUBLIC NOTICES	14,874.31	14,000.00		14,000.00	3,599.58	14,000.00	8,500.00	
6110-309	PROFESSIONAL SERVICES	5,140.00	12,400.00		12,400.00	10,330.00	12,400.00	9,500.00	Website design/Franklin codify
6110-313	MAINTENANCE AGREEMENTS	3,211.30	3,710.00		3,710.00	3,056.30	3,710.00	3,710.00	Laser fiche
6110-349	FILING FEES	981.00	1,500.00		1,500.00	216.00	1,500.00	2,000.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>28,409.03</b>	<b>36,730.00</b>	<b>-</b>	<b>36,730.00</b>	<b>19,902.88</b>	<b>36,730.00</b>	<b>28,395.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6110-443	DUES & MEMBERSHIPS	220.00	245.00	40.00	285.00	90.00	285.00	265.00	TMCA/IIMC/Lonestar chapter
6110-445	ELECTIONS	6,462.91	6,000.00	(5,875.00)	125.00	125.00	125.00	12,000.00	November and May Elections
6110-451	SOFTWARE, BOOKS & CD'S	136.63	500.00		500.00	-	500.00	500.00	
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>6,819.54</b>	<b>6,745.00</b>	<b>(5,835.00)</b>	<b>910.00</b>	<b>215.00</b>	<b>910.00</b>	<b>12,765.00</b>	
<b>CAPITAL OUTLAY</b>									
<b>TOTAL CAPITAL OUTLAY</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL CITY SECRETARY</b>		<b>115,770.70</b>	<b>129,445.87</b>	<b>(5,835.00)</b>	<b>123,610.87</b>	<b>74,782.30</b>	<b>123,610.87</b>	<b>128,805.15</b>	

11 - GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
<b>PERSONNEL SERVICES</b>									
6200-101	SALARIES - EXEMPT	111,291.07	115,573.80		115,573.80	75,206.46	115,573.80	115,573.80	
6200-102	SALARIES - NON-EXEMPT	33,748.59	46,920.00		46,920.00	23,144.02	46,920.00	72,696.00	Includes full time AP position
6200-103	SALARIES - PART - TIME	35,423.80	37,740.00		37,740.00	26,511.83	37,740.00	27,417.00	Includes Part time court clerk
6200-111	OVERTIME	64.95	100.00		100.00	-	100.00	100.00	
6200-112	WORKERS' COMP	527.23	545.00		545.00	507.77	545.00	545.00	
6200-113	LONGEVITY PAY	670.40	855.00		855.00	852.80	855.00	1,035.20	
6200-122	TMRS	12,033.20	12,724.61		12,724.61	7,043.67	12,724.61	15,289.64	Rate change to 7.85%
6200-123	GROUP INSURANCE	18,438.58	27,015.00		27,015.00	11,883.04	27,015.00	27,960.00	
6200-124	AFLAC	1,037.40	1,140.00		1,140.00	609.31	1,140.00	1,140.00	
6200-127	MEDICARE	2,644.93	2,832.80		2,832.80	1,832.19	2,832.80	3,013.25	
6200-129	ST DISABILITY	814.38	850.00		850.00	511.77	850.00	850.00	
6200-133	TELEPHONE ALLOWANCE	900.00	900.00		900.00	600.00	900.00	900.00	
6200-141	CAR ALLOWANCE	2,400.00	2,400.00		2,400.00	1,750.00	2,400.00	2,400.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>219,994.53</b>	<b>249,596.21</b>	<b>-</b>	<b>249,596.21</b>	<b>150,452.86</b>	<b>249,596.21</b>	<b>268,919.89</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6200-201	OFFICE SUPPLIES	3,489.62	4,000.00		4,000.00	1,838.50	4,000.00	4,000.00	
6200-202	POSTAGE	1,561.54	2,000.00		2,000.00	357.76	2,000.00	2,000.00	
6200-203	SUBSCRIPTIONS	197.50	400.00		400.00	-	400.00	400.00	
6200-204	FOOD/BEVERAGE	1,490.96	2,500.00		2,500.00	1,063.05	2,500.00	2,500.00	
6200-205	LOGO/UNIFORM ALLOWANCE	239.41	300.00		300.00	-	300.00	300.00	
6200-211	MEDICAL & SURGICAL SUPPLIES	30.83	100.00		100.00	-	100.00	100.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>7,009.86</b>	<b>9,300.00</b>	<b>-</b>	<b>9,300.00</b>	<b>3,259.31</b>	<b>9,300.00</b>	<b>9,300.00</b>	
<b>PURCHASED SERVICES:</b>									
6200-238	PRINTING & COPYING	-	300.00		300.00	-	300.00	350.00	
6200-302	AUDITING & ACCOUNTING	9,600.00	10,750.00		10,750.00	6,470.00	10,750.00	11,500.00	
6200-303	TELEPHONE	2,257.55	2,800.00		2,800.00	1,538.74	2,800.00	2,800.00	
6200-305	SOFTWARE SUPPORT/MAINT	9,244.84	10,250.00		10,250.00	9,847.02	10,250.00	10,800.00	Incl 5% increase/Incode/Tyler
6200-307	TRAINING & TRAVEL	6,891.77	8,850.00		8,850.00	2,597.72	8,850.00	10,165.00	Includes Incode Court Training
6200-309	PROFESSIONAL SERVICES	2,640.00	5,325.00		5,325.00	2,250.00	5,325.00	10,800.00	Brinson Benefits \$7.8 K/SW Securities
6200-313	MAINTENANCE AGREEMENTS	3,029.46	3,400.00		3,400.00	1,833.41	3,400.00	3,400.00	
6200-318	TAX COLLECTION	1,758.00	1,776.75		1,776.75	1,776.75	1,776.75	2,000.00	
6200-319	CENTRAL APPRAISAL FEE	12,952.56	14,287.00		14,287.00	7,141.82	14,287.00	15,825.00	
6200-321	STATE COMPTROLLER (CT FEES)	11,770.89	9,000.00		9,000.00	2,062.40	9,000.00	13,000.00	
6200-321.1	OMNI COURT FEES	12.00	-	30.00	30.00	-	30.00	30.00	
6200-322	CONTRACTS	6,000.00	6,000.00		6,000.00	2,500.00	6,000.00	6,000.00	
6200-323	CELL PHONE	-	-		-	-	-	-	
6200-324	INMATE BOARDING	139.58	1,000.00		1,000.00	488.53	1,000.00	400.00	
6200-325	LIABILITY INSURANCE	15,742.32	18,150.00		18,150.00	18,146.84	18,150.00	18,150.00	
6200-331	ELECTRICITY	2,369.59	3,700.00		3,700.00	1,237.14	3,700.00	3,700.00	
6200-333	UTILITIES, WATER	415.36	500.00		500.00	137.84	500.00	500.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>84,823.92</b>	<b>96,088.75</b>	<b>30.00</b>	<b>96,118.75</b>	<b>58,028.21</b>	<b>96,118.75</b>	<b>109,390.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6200-441	APPRECIATION/AWARDS	1,435.68	1,500.00		1,500.00	698.70	1,500.00	1,500.00	
6200-443	DUES & MEMBERSHIPS	3,173.58	4,100.00		4,100.00	3,815.80	4,100.00	4,200.00	TMCCP/LCS/TCM/ICMA/GFOA/TML GFOAT/TCCA/SRGI/NCTCOG/SAM'S
6200-444	EMPLOYMENT SCREENING	-	200.00		200.00	35.00	200.00	200.00	
6200-445	CHILD SAFETY EXPENSE	398.50	1,000.00		1,000.00	293.83	1,000.00	1,000.00	
6200-446	LICENSES & REGISTRATIONS	71.00	150.00		150.00	-	150.00	150.00	
6200-497	CREDIT CARD FEES	1,809.45	1,600.00		1,600.00	767.71	1,600.00	1,600.00	
6200-498	MISCELLANEOUS	300.00	300.00	10.00	310.00	300.00	310.00	300.00	
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>7,188.21</b>	<b>8,850.00</b>	<b>10.00</b>	<b>8,860.00</b>	<b>5,911.04</b>	<b>8,860.00</b>	<b>8,950.00</b>	
<b>CAPITAL OUTLAY</b>									
8200-411	FURNITURE & FIXTURES	1,841.10	-		-	-	-	2,000.00	REPLACEMENT DESK
8200-415	OFFICE EQUIPMENT	-	-		-	-	-	-	
8200-433	SIGNS & MARKINGS	-	-		-	-	-	-	
8200-451	SOFTWARE, BOOKS & NON PRINT	-	-		-	-	-	-	
8200-452	HARDWARE & TELECOMM	-	-		-	-	-	-	
<b>TOTAL CAPITAL OUTLAY</b>		<b>1,841.10</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000.00</b>	
<b>TOTAL ADMINISTRATION</b>		<b>320,857.62</b>	<b>363,834.96</b>	<b>40.00</b>	<b>363,874.96</b>	<b>217,651.42</b>	<b>363,874.96</b>	<b>398,559.89</b>	

11 - GENERAL FUND PUBLIC WORKS		2011-2012	2012-2013	2012-2013	2012-2013	2012-2013	2012-2013	2013-2014	
DEPARTMENTAL EXPENDITURES		FISCAL YEAR	FY BUDGET	FINAL BUDGET	FISCAL YEAR	YTD ACTUAL	PROJECTED	PROPOSED	
PERSONNEL SERVICES		ACTUAL	RVS FOR MID-YR	ADJUSTMENTS	BUDGET REVISED	AS OF 5/13	ACTUAL	BUDGET	
6210-101	SALARIES - EXEMPT	33,404.80	36,883.20		36,883.20	24,601.03	36,883.20	36,883.20	
6210-102	SALARIES - NON-EXEMPT	119,853.38	129,272.00		129,272.00	84,524.00	129,272.00	129,272.00	
6210-111	OVERTIME	-	1,000.00		1,000.00		1,000.00	1,000.00	
6210-112	WORKERS' COMPENSATION	5,139.19	5,305.00		5,305.00	4,942.60	5,305.00	5,298.82	
6210-113	LONGEVITY	773.60	990.00		990.00	980.80	990.00	1,063.20	
6210-122	TMRS	10,463.92	11,233.07		11,233.07	6,338.33	11,233.07	13,298.20	Rate change to 7.85%
6210-123	GROUP INSURANCE	25,146.00	28,944.00		28,944.00	15,751.75	28,944.00	30,624.00	
6210-124	AFLAC	1,174.62	1,320.00		1,320.00	674.56	1,320.00	1,320.00	
6210-127	MEDICARE	2,220.41	2,410.31		2,410.31	1,587.45	2,410.31	2,456.36	
6210-129	ST DISABILITY	1,002.76	1,005.00		1,005.00	428.55	1,005.00	1,005.00	
6210-141	CAR ALLOWANCE	1,200.00	1,200.00		1,200.00	600.00	1,200.00	1,200.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>200,378.68</b>	<b>219,562.58</b>	<b>-</b>	<b>219,562.58</b>	<b>140,429.07</b>	<b>219,562.58</b>	<b>223,420.78</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6210-201	OFFICE SUPPLIES	256.27	400.00		400.00	192.79	400.00	400.00	
6210-202	POSTAGE	8.60	60.00		60.00	(8.60)	60.00	60.00	
6210-204	FOOD/BEVERAGE	131.56	700.00		700.00	-	700.00	700.00	
6210-205	LOGO/UNIFORM ALLOWANCE	2,367.38	2,400.00		2,400.00	809.23	2,400.00	2,400.00	
6210-206	FUEL & LUBRICANTS	10,456.36	12,000.00		12,000.00	5,991.04	12,000.00	12,000.00	
6210-208	MINOR APPARATUS	1,000.00	1,000.00		1,000.00	569.98	1,000.00	1,000.00	
6210-209	PROTECTIVE CLOTHING	1,400.00	1,400.00		1,400.00	845.44	1,400.00	1,400.00	
6210-211	MEDICAL SUPPLIES	69.93	100.00		100.00	-	100.00	100.00	
6210-214	CLEANING SUPPLIES	-	2,000.00		2,000.00	-	2,000.00	2,000.00	
6210-223	SAND/DIRT	499.80	500.00		500.00	(46.24)	500.00	500.00	
6210-224	ASPHALT/BASE/CONC/CULVERT	5,596.51	25,000.00		25,000.00	4,398.17	25,000.00	25,000.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>21,786.41</b>	<b>45,560.00</b>	<b>-</b>	<b>45,560.00</b>	<b>12,751.81</b>	<b>45,560.00</b>	<b>45,560.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6210-231	FACILITY MAINTENANCE	3,306.50	3,000.00		3,000.00	729.80	3,000.00	3,000.00	
6210-232	VEHICLE MAINTENANCE	2,794.08	4,800.00		4,800.00	3,158.48	4,800.00	4,800.00	
6210-233	EQUIPMENT MAINTENANCE	4,884.65	7,000.00		7,000.00	1,118.16	7,000.00	7,000.00	
6210-234	WASTE DISPOSAL	-	2,000.00		2,000.00	875.00	2,000.00	2,000.00	
6210-298	MAINTENANCE & PARTS - MISC	886.38	2,000.00		2,000.00	304.06	2,000.00	2,000.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>11,871.61</b>	<b>18,800.00</b>	<b>-</b>	<b>18,800.00</b>	<b>6,185.50</b>	<b>18,800.00</b>	<b>18,800.00</b>	
<b>PURCHASED SERVICES</b>									
6210-303	TELEPHONE	3,078.54	3,100.00		3,100.00	1,599.08	3,100.00	3,200.00	
6210-307	TRAVEL/TRAINING	1,500.35	1,500.00		1,500.00	352.90	1,500.00	1,500.00	
6210-309	PROFESSIONAL SERVICES	2,572.50	6,000.00	(1,300.00)	4,700.00	2,000.00	4,700.00	6,000.00	
6210-311	ENGINEERING FEES	-	3,000.00		3,000.00	-	3,000.00	3,000.00	
6210-322	CONTRACTS, OTHER	1,642.80	1,800.00		1,800.00	958.30	1,800.00	1,800.00	
6210-323	CELL PHONE	3,076.04	3,500.00		3,500.00	1,728.05	3,500.00	3,500.00	
6210-331	UTILITIES, ELECTRIC	4,969.78	9,000.00		9,000.00	2,517.67	9,000.00	9,000.00	
6210-332	DRAINAGE	-	-		-	-	-	-	
6210-334	STREET LIGHTING	16,323.03	18,000.00		18,000.00	9,340.71	18,000.00	18,000.00	
6210-346	EQUIPMENT RENTAL	81.21	500.00		500.00	-	500.00	500.00	
6210-349	PLAT COST	-	-		-	-	-	-	
<b>TOTAL PURCHASED SERVICES</b>		<b>33,244.25</b>	<b>46,400.00</b>	<b>(1,300.00)</b>	<b>45,100.00</b>	<b>18,496.71</b>	<b>45,100.00</b>	<b>46,500.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6210-441	APPRECIATION/AWARDS	199.41	200.00		200.00	133.86	200.00	200.00	
6210-444	EMPLOYEE SCREENING	-	175.00		175.00	-	175.00	175.00	
6210-446	LICENSES & REGISTRATIONS	235.00	235.00		235.00	235.00	235.00	235.00	
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>434.41</b>	<b>610.00</b>	<b>-</b>	<b>610.00</b>	<b>368.86</b>	<b>610.00</b>	<b>610.00</b>	
<b>CAPITAL OUTLAY</b>									
8210-301	IMPROVEMENTS ROADS	92,195.84	185,060.00		185,060.00	26,363.57	185,060.00	500,000.00	\$25K White Rock Trail/\$126K from Sa
8210-411	FURNITURE	-	-		-	-	-	-	
8210-416	IMPLEMENTS & APPARATUS	638.24	2,000.00		2,000.00	-	2,000.00	2,000.00	
8210-420	EQUIPMENT	53,481.31	-		-	-	-	-	
8210-421	VEHICLES	-	-		-	-	-	31,000.00	Replacement 2000 Chevy Pickup
8210-433	SIGNS & MARKINGS	15,000.00	15,000.00		15,000.00	8,960.44	15,000.00	18,000.00	
8210-452	COMPUTERS	-	-	1,300.00	1,300.00	-	1,300.00	-	
<b>TOTAL CAPITAL OUTLAY</b>		<b>161,315.39</b>	<b>202,060.00</b>	<b>1,300.00</b>	<b>203,360.00</b>	<b>35,324.01</b>	<b>203,360.00</b>	<b>551,000.00</b>	
<b>TOTAL PUBLIC WORKS</b>		<b>429,030.75</b>	<b>532,992.58</b>	<b>-</b>	<b>532,992.58</b>	<b>213,555.96</b>	<b>532,992.58</b>	<b>885,890.78</b>	

11 - GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 AL BUD USTME	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
<b>PERSONNEL SERVICES</b>									
6211-102	SALARIES - NON-EXEMPT	30,680.00	33,280.00		33,280.00	21,760.00	33,280.00	33,280.00	
6211-103	SALARIES - TEMP PART - TIME	10,914.75	17,595.00		17,595.00	2,119.01	17,595.00	17,595.00	
6211-111	OVERTIME	-	500.00		500.00		500.00	500.00	
6211-112	WORKERS' COMPENSATION	1,123.60	1,160.00		1,160.00	1,080.76	1,160.00	1,160.00	
6211-113	LONGEVITY	80.00	130.00		130.00	128.00	130.00	176.00	
6211-122	TMRS	2,097.84	2,277.32		2,277.32	1,288.94	2,277.32	2,703.92	Rate change to 7.85%
6211-123	GROUP INSURANCE	5,759.68	6,660.00		6,660.00	3,617.21	6,660.00	6,960.00	
6211-124	AFLAC	274.25	300.00		300.00	157.27	300.00	300.00	
6211-127	MEDICARE	576.64	838.70		838.70	330.00	838.70	764.78	
6211-129	ST DISABILITY	135.40	150.00		150.00	85.55	150.00	150.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>51,642.16</b>	<b>62,891.02</b>	<b>-</b>	<b>62,891.02</b>	<b>30,566.74</b>	<b>62,891.02</b>	<b>63,589.70</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6211-205	LOGO/UNIFORM ALLOWANCE	785.97	800.00		800.00	124.85	800.00	800.00	
6211-206	FUEL & LUBRICANTS	5,661.84	6,000.00		6,000.00	1,849.10	6,000.00	6,000.00	
6211-208	MINOR APPARATUS	763.48	1,000.00		1,000.00	588.80	1,000.00	1,000.00	
6211-209	PROTECTIVE CLOTHING	107.47	350.00		350.00	149.95	350.00	350.00	
6211-212	CHEMICALS	3,256.08	3,500.00		3,500.00	1,598.56	3,500.00	8,500.00	More Fertilizer to maintain park improv
6211-223	SOIL PREP	980.04	1,500.00		1,500.00	593.45	1,500.00	6,500.00	Materials to treat 3 ballfields
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>11,554.88</b>	<b>13,150.00</b>	<b>-</b>	<b>13,150.00</b>	<b>4,904.71</b>	<b>13,150.00</b>	<b>23,150.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6211-229	MAINT & PARTS	3,000.00	3,500.00		3,500.00	2,487.89	3,500.00	3,500.00	
6211-232	VEHICLE MAINTENANCE	490.64	800.00		800.00	432.97	800.00	800.00	
6211-233	EQUIPMENT MAINTENANCE	1,995.40	2,500.00		2,500.00	1,234.37	2,500.00	2,500.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>5,486.04</b>	<b>6,800.00</b>	<b>-</b>	<b>6,800.00</b>	<b>4,155.23</b>	<b>6,800.00</b>	<b>6,800.00</b>	
<b>PURCHASED SERVICES</b>									
6211-307	TRAVEL/TRAINING	250.14	250.00		250.00	100.19	250.00	1,000.00	Texas Turf Grass Assoc Dallas Conf
6211-322	CONTRACTS OTHER (SEPTIC)	-	500.00		500.00	-	500.00	500.00	
6211-323	CELL PHONE	433.77	565.00		565.00	270.22	565.00	1,000.00	
6211-331	UTILITIES, ELECTRIC	1,259.71	1,500.00		1,500.00	812.35	1,500.00	1,500.00	
6211-333	UTILITIES, WATER	15,174.09	8,000.00		8,000.00	1,976.44	8,000.00	8,000.00	
6211-346	EQUIPMENT RENTAL	500.00	500.00		500.00	130.00	500.00	500.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>17,617.71</b>	<b>11,315.00</b>	<b>-</b>	<b>11,315.00</b>	<b>3,289.20</b>	<b>11,315.00</b>	<b>12,500.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6211-441	APPRECIATION/AWARDS	100.00	100.00		100.00	50.00	100.00	100.00	
6211-444	EMPLOYEE SCREENING	35.00	100.00		100.00	35.00	100.00	100.00	
6211-446	LICENSES & REGISTRATIONS	12.52	100.00		100.00	25.04	100.00	100.00	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE SERVICES</b>		<b>147.52</b>	<b>300.00</b>	<b>-</b>	<b>300.00</b>	<b>110.04</b>	<b>300.00</b>	<b>300.00</b>	
<b>CAPITAL OUTLAY</b>									
8211-416	IMPLEMENTS & APPARATUS	1,702.39	2,000.00		2,000.00	219.99	2,000.00		
8211-420	EQUIPMENT	24,909.84	31,805.90		31,805.90	31,371.80	31,805.90		
8211-421	VEHICLES	-			-	-			
8211-498	MISC - LANDSCAPING	1,500.00	9,944.10		9,944.10	5,392.22	9,944.10		
<b>TOTAL CAPITAL OUTLAY</b>		<b>28,112.23</b>	<b>43,750.00</b>	<b>-</b>	<b>43,750.00</b>	<b>36,984.01</b>	<b>43,750.00</b>	<b>-</b>	
<b>TOTAL PARKS DEPARTMENT</b>		<b>114,560.54</b>	<b>138,206.02</b>	<b>-</b>	<b>138,206.02</b>	<b>80,009.93</b>	<b>138,206.02</b>	<b>106,339.70</b>	

11 - GENERAL FUND DEVELOPMENT SERVICES DEPARTMENTAL EXPENDITURES		2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
<b>PERSONNEL SERVICES</b>									
6212-101	SALARIES - EXEMPT	110,976.00	114,325.12		114,325.12	74,732.00	114,325.12	114,325.12	
6212-102	SALARIES - NON-EXEMPT	65,231.32	69,888.00		69,888.00	45,696.04	69,888.00	69,888.00	
6212-106	CERTIFICATION FEES	450.00	600.00		600.00	400.00	600.00	600.00	
6212-111	OVERTIME	-	250.00		250.00		250.00	250.00	
6212-112	WORKERS' COMPENSATION	1,188.03	1,230.00		1,230.00	1,145.97	1,230.00	1,230.00	
6212-113	LONGEVITY PAY	472.00	605.00		605.00	592.00	605.00	796.00	
6212-122	TMRS	12,114.92	12,514.32		12,514.32	7,155.65	12,514.32	14,966.86	Rate change to 7.85%
6212-123	GROUP INSURANCE	23,480.72	26,280.00		26,280.00	15,673.47	26,280.00	27,840.00	
6212-124	AFLAC	1,096.57	1,200.00		1,200.00	656.32	1,200.00	1,200.00	
6212-127	MEDICARE	2,537.69	2,714.79		2,714.79	1,692.81	2,714.79	2,764.58	
6212-129	ST DISABILITY	785.22	835.00		835.00	516.18	835.00	835.00	
6212-131	UNEMPLOYMENT	1,417.42	-		-	-	-	-	
<b>TOTAL PERSONNEL SERVICES</b>		<b>219,749.89</b>	<b>230,442.23</b>	<b>-</b>	<b>230,442.23</b>	<b>148,260.44</b>	<b>230,442.23</b>	<b>234,695.56</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6212-201	OFFICE SUPPLIES	2,979.67	3,350.00		3,350.00	2,610.81	3,350.00	3,500.00	
6212-202	POSTAGE	398.42	500.00		500.00	45.40	500.00	500.00	
6212-203	SUBSCRIPTIONS	-	350.00		350.00		350.00	350.00	
6212-204	FOOD/BEVERAGE	244.00	750.00	(250.00)	500.00	10.71	500.00	750.00	
6212-205	LOGO/UNIFORM ALLOWANCE	680.41	1,000.00		1,000.00	119.94	1,000.00	1,200.00	
6212-206	FUEL & LUBRICANTS	5,683.32	7,000.00		7,000.00	3,301.11	7,000.00	7,000.00	
6212-213	SIGNS, FLAGS, LOGOS	894.00	-		-	-	-	-	
6212-228	MEETING SUPPLIES	-	-		-	-	-	-	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>10,879.82</b>	<b>12,950.00</b>	<b>(250.00)</b>	<b>12,700.00</b>	<b>6,087.97</b>	<b>12,700.00</b>	<b>13,300.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6212-232	VEHICLE MAINTENANCE	1,027.88	2,000.00		2,000.00	239.71	2,000.00	4,200.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>1,027.88</b>	<b>2,000.00</b>	<b>-</b>	<b>2,000.00</b>	<b>239.71</b>	<b>2,000.00</b>	<b>4,200.00</b>	
<b>PURCHASED SERVICES:</b>									
6212-238	PRINTING & COPYING	500.00	500.00	(250.00)	250.00	-	250.00		
6212-303	TELEPHONE	3,539.15	3,600.00		3,600.00	1,831.68	3,600.00	3,600.00	
6212-305	SOFTWARE SUPPORT/MAINTENANCE	1,409.00	1,500.00		1,500.00	1,277.26	1,500.00	1,500.00	
6212-307	TRAINING & TRAVEL	4,998.33	6,000.00		6,000.00	4,950.61	6,000.00	8,000.00	
6212-309	PROFESSIONAL SERVICES	28,300.00	10,000.00	(2,500.00)	7,500.00	2,700.00	7,500.00	15,000.00	
6212-313	MAINTENANCE AGREEMENTS	-	100.00		100.00	-	100.00	100.00	
6212-323	CELL PHONE	2,013.90	2,320.00		2,320.00	1,171.46	2,320.00	2,320.00	
6212-331	UTILITIES, ELECTRIC	-	-		-	-	-	-	
6212-349	FILING FEES	1,500.00	1,000.00		1,000.00	194.50	1,000.00	1,000.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>42,260.38</b>	<b>25,020.00</b>	<b>(2,750.00)</b>	<b>22,270.00</b>	<b>12,125.51</b>	<b>22,270.00</b>	<b>31,520.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6212-441	APPRECIATION/AWARDS	385.54	400.00		400.00	178.95	400.00	400.00	
6212-443	DUES & MEMBERSHIPS	1,947.29	2,040.00		2,040.00	210.00	2,040.00	2,465.00	
6212-444	EMPLOYMENT SCREENING	35.00	120.00		120.00	100.00	120.00	120.00	
6212-446	LICENSES & REGISTRATIONS	567.23	1,200.00		1,200.00	15.31	1,200.00	1,200.00	
6212-451	SOFTWARE, BOOKS & CD'S	551.41	700.00		700.00	184.87	700.00	750.00	
6212-452	STORM WATER MGMT EXPENSE	1,951.80	3,000.00		3,000.00	1,451.23	3,000.00	3,000.00	
<b>TOTAL GENERAL &amp; ADMINISTRATION SERVICES</b>		<b>5,438.27</b>	<b>7,460.00</b>	<b>-</b>	<b>7,460.00</b>	<b>2,140.36</b>	<b>7,460.00</b>	<b>7,935.00</b>	
<b>CAPITAL OUTLAY</b>									
8212-420	EQUIPMENT	-	8,955.00		8,955.00	7,770.00	8,955.00		
8212-452	COMPUTERS	-	1,200.00	(1,200.00)	-	-	-	1,500.00	ASUS E Tablet/fire house software
8212-421	VEHICLES	23,987.11	-		-	-	-	-	
<b>TOTAL CAPITAL OUTLAY</b>		<b>23,987.11</b>	<b>10,155.00</b>	<b>(1,200.00)</b>	<b>8,955.00</b>	<b>7,770.00</b>	<b>8,955.00</b>	<b>1,500.00</b>	
<b>TOTAL DEVELOPMENT SERVICES</b>		<b>303,343.35</b>	<b>288,027.23</b>	<b>(4,200.00)</b>	<b>283,827.23</b>	<b>176,623.99</b>	<b>283,827.23</b>	<b>293,150.56</b>	





11 -GENERAL FUND GENERAL ADMINISTRATION - NON-DEPT DEPARTMENTAL EXPENDITURES	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	ADJ DESCRIPTION
<b>PERSONNEL SERVICES</b>								
6999-110 PERFORMANCE/INCENTIVE PAY		0.00		-	-	-	37,934.00	Sal \$34,678/TMRS \$2,753/Medicare \$503
<b>TOTAL PERSONNEL SERVICES</b>	-	-	-	-	-	-	<b>37,934.00</b>	
<b>MAINT &amp; SUPPLIES</b>								
6999-214 CLEANING SUPPLIES	1,476.11	1,500.00		1,500.00	478.17	1,500.00	1,000.00	
6999-231 FACILITY MAINT	10,969.96	12,000.00	2,500.00	14,500.00	9,814.60	14,500.00	14,000.00	
<b>TOTAL MAINT &amp; SUPPLIES</b>	<b>12,446.07</b>	<b>13,500.00</b>	<b>2,500.00</b>	<b>16,000.00</b>	<b>10,292.77</b>	<b>16,000.00</b>	<b>15,000.00</b>	
6999-305 IT SUPPORT/MAINT	32,947.38	37,628.00		37,628.00	20,668.20	37,628.00	54,450.00	Baxter IT Support
6999-306 SOFTWARE MAINTENANCE				-			19,900.00	Cloud Backup/SPAM/Archiving/Sentinel IPS Protec/Antivirus
6999-308 CLEANING & PEST CONTROL		13,000.00		13,000.00	6,970.00	13,000.00	13,700.00	
6999-309 PROFESSIONAL SERVICES		25,000.00	2,500.00	27,500.00	15,000.00	27,500.00		
6999-310 LEGAL SERVICES	65,701.31	72,000.00	(7,000.00)	65,000.00	28,724.28	65,000.00	70,000.00	
6999-313 MAINTENANCE AGREEMENT	700.00	1,000.00		1,000.00	-	1,000.00	1,000.00	
6999-326 LAW ENFORCEMENT	82,250.00	93,250.00	(11,000.00)	82,250.00	61,687.50	82,250.00	84,827.00	
6999-327 CITIZENS ON PATROL	2,537.94	4,000.00		4,000.00	1,002.86	4,000.00	4,000.00	
6999-336 ANIMAL CONTROL	33,600.00	33,600.00		33,600.00	25,200.00	33,600.00	33,600.00	
<b>TOTAL PURCHASED SERVICES</b>	<b>217,736.63</b>	<b>279,478.00</b>	<b>(15,500.00)</b>	<b>263,978.00</b>	<b>159,252.84</b>	<b>263,978.00</b>	<b>281,477.00</b>	
<b>CAPITAL OUTLAY</b>								
8999-200 BUILDING IMPROVEMENTS	9,000.00	21,455.00		21,455.00	21,455.00	21,455.00		
8999-420 EQUIPMENT	30,603.72	10,000.00		10,000.00	9,565.31	10,000.00		
8999-421 VEHICLE	-	0.00		-	-	-	45,300.00	Replacement Vehicle Collin County Deputy
8999-451 SOFTWARE, SUBSCR, BOOKS	6,698.80	10,164.00		10,164.00	5,865.64	10,164.00	7,400.00	\$2.7k MS Office upgrade/\$1.5k Adobe upgrade/ \$3.2k Small Business Server Licenses
8999-452 HARDWARE, TELECOM	1,750.00	7,865.00	1,200.00	9,065.00	7,408.85	9,065.00	10,400.00	\$7.5 replacement pcs/\$1.4k hard drive incode server memory/\$1.5k operating system upgrade for HOST virtual server
<b>TOTAL CAPITAL OUTLAY</b>	<b>48,052.52</b>	<b>49,484.00</b>	<b>1,200.00</b>	<b>50,684.00</b>	<b>44,294.80</b>	<b>50,684.00</b>	<b>63,100.00</b>	
<b>TOTAL ADMINISTRATION</b>	<b>278,235.22</b>	<b>342,462.00</b>	<b>(11,800.00)</b>	<b>330,662.00</b>	<b>213,840.41</b>	<b>330,662.00</b>	<b>397,511.00</b>	

# CAPITAL IMPROVEMENTS



21 - CAPITAL IMPROVEMENTS	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISION	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	ADJ DESCRIPTION
<b>REVENUES</b>								
<b>FEES &amp; SERVICE CHARGES</b>								
4404 INTERGOVERNMENTAL RE	135,000.00	-	280,000.00	280,000.00	-	-	1,495,370.00	RTR Funds TXDOT Projects FY 13 \$80,000 left turn lanes RTR Funds TXDOT Projects FY 14 \$251,370 left turn lanes RTR Funds TXDOT FM 2551 to FM 1378 FY 13 \$200,000
<b>TOTAL FEES &amp; SERVICE CHARGE</b>	<b>135,000.00</b>	<b>-</b>	<b>280,000.00</b>	<b>280,000.00</b>	<b>-</b>	<b>-</b>	<b>1,495,370.00</b>	RTR Funds TXDOT FM 2551 to FM 1378 FY 14 \$1,000,000 County Funds FM 2551 to FM 1378 FY 14 \$244,000
<b>INTERGOVERNMENTAL</b>								
4800 BOND PROCEEDS	-	-	-	-	-	-	-	
<b>TOTAL INTERGOVERNMENTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>MISCELLANEOUS REVENUE</b>								
4911 INTEREST INCOME	9,096.47	5,500.00	-	0.00	3,333.77	5,500.00	-	
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>9,096.47</b>	<b>5,500.00</b>	<b>-</b>	<b>0.00</b>	<b>3,333.77</b>	<b>5,500.00</b>	<b>0.00</b>	
<b>***TOTAL REVENUES***</b>	<b>144,096.47</b>	<b>5,500.00</b>	<b>280,000.00</b>	<b>280,000.00</b>	<b>3,333.77</b>	<b>5,500.00</b>	<b>1,495,370.00</b>	

21 - CAPITAL IMPROVEMENTS PUBLIC WORKS DEPARTMENTAL EXPENDITURES	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
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**CAPITAL OUTLAY**

8210-490-105 FM 2551 WASTE WATER GRAVITY SEWE	306,043.36	672,620.00	\$ 65,450.00	738,070.00	398,324.64	\$ 738,070.00		
8210-490-107 MCGARITY G STORAGE TANK	751,621.95	150,000.00		150,000.00	143,205.55	\$ 150,000.00		
8210-490-108 STINSON WATER LINE PROJECT	75,120.00	1,543,114.00	\$ (1,458,333.00)	84,781.00	51,589.28	\$ 84,781.00	1,458,333.00	
8210-490-111 OSAGE WATER LINE PROJECT	-	-	\$ 29,800.00	29,800.00		\$ 29,800.00		
8210-491-106 DRAINAGE IMPROVEMENT PROJECT	-	50,000.00		50,000.00		\$ 50,000.00		
8210-491-107 STINSON ROAD BRIDGE AT MUDDY CR	57,408.00	607,567.00	\$ (546,989.00)	60,578.00	2,646.00	\$ 60,578.00		
8210-491-108 FY 11-12 CAP ROAWAY PROJ	667,460.00	-		-				
8210-491-109 WHITE ROCK TRAIL	3,750.00	25,000.00		25,000.00		\$ 25,000.00		
8210-491-110 FIRE DEPT EXPANSION PROJ	5,000.00	205,000.00	\$ (125,000.00)	80,000.00	30,824.73	\$ 80,000.00	277,000.00	Design Costs Only Fire Dept Addition
8210-491-111 FY 12-13 CAP ROADWAY PROJ		440,940.00		440,940.00		\$ 440,940.00		
8210-491-112 W LUCAS CC INTERSECTION PROJ RTR		500,000.00	\$ (107,000.00)	393,000.00	37,252.50	\$ 393,000.00	30,000.00	Environmental Costs
8210-491-113 W LUCAS RD FM 2551/FM 1378							1,500,000.00	RTR/TXDOT Project

<b>TOTAL CAPITAL OUTLAY</b>	<b>1,866,403.31</b>	<b>4,194,241.00</b>	<b>\$ (2,142,072.00)</b>	<b>2,052,169.00</b>	<b>663,842.70</b>	<b>\$ 2,052,169.00</b>	<b>3,265,333.00</b>	
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<b>TOTAL PUBLIC WORKS</b>	<b>1,866,403.31</b>	<b>4,194,241.00</b>	<b>\$ (2,142,072.00)</b>	<b>2,052,169.00</b>	<b>663,842.70</b>	<b>\$ 2,052,169.00</b>	<b>3,265,333.00</b>	
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WATER FUND



## 51 - WATER UTILITIES FUND

	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	ADJ DESCRIPTION
<b>REVENUES</b>								
<b>FEES &amp; SERVICE CHARGES</b>								
4461	WATER REVENUE	2,333,857.64	2,300,500.00		2,300,500.00	1,338,321.93	2,300,500.00	2,554,000.00 Based on new pricing
4462	WATER TAPS & BORES	1,875.00	2,000.00	(2,000.00)	-	-	-	-
4463	PENALTY & INTEREST	20,955.00	18,000.00		18,000.00	12,140.00	18,000.00	18,000.00
4467	WATER METER	164,700.00	160,000.00	31,400.00	191,400.00	137,500.00	191,400.00	165,000.00
4468	WATER METER REPAIRS	757.50	700.00		700.00	600.00	700.00	700.00
4469	WASTEWATER FEES	23,771.75	26,000.00		26,000.00	17,936.19	26,000.00	26,000.00
4473	DISCONNECT CHGS	(16.02)	-		-	-	-	-
4478	TRASH SERVICE	365,901.43	401,000.00		401,000.00	266,914.60	401,000.00	401,000.00
4497	FH METER RENTAL INC	850.00	4,500.00	500.00	5,000.00	3,850.00	5,000.00	4,500.00
4498	MISC. FEE AND CHARGES	565.00			-	-	-	-
<b>TOTAL FEES &amp; SERVICE CHARGES</b>		<b>2,913,217.30</b>	<b>2,912,700.00</b>	<b>29,900.00</b>	<b>2,942,600.00</b>	<b>1,777,262.72</b>	<b>2,942,600.00</b>	<b>3,169,200.00</b>
<b>MISCELLANEOUS REVENUE</b>								
4911	INTEREST INCOME	9,175.48	6,400.00	(100.00)	6,300.00	3,895.10	6,300.00	6,000.00
4912	RETURN CHECK CHARGE	435.00	330.00	20.00	350.00	300.00	350.00	400.00
4913	NTMWD REFUND	28,139.67	50,000.00		50,000.00		50,000.00	50,000.00
4914	INSURANCE CLAIM REIMB	18,430.53			-	-	-	-
4995	REIMBURSEMENTS	-	-		-	-	-	-
4996	TRANSFER IN							
<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>56,180.68</b>	<b>56,730.00</b>	<b>(80.00)</b>	<b>56,650.00</b>	<b>4,195.10</b>	<b>56,650.00</b>	<b>56,400.00</b>
<b>*** TOTAL REVENUES ***</b>		<b>2,969,397.98</b>	<b>2,969,430.00</b>	<b>29,820.00</b>	<b>2,999,250.00</b>	<b>1,781,457.82</b>	<b>2,999,250.00</b>	<b>3,225,600.00</b>



51 - WATER UTILITIES FUND

DEPARTMENTAL EXPENDITURES	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET
<b>DEBT SERVICE</b>							
7900-209 2002 WATER BOND-PRINCIPAL	100,000.00	100,000.00		100,000.00	100,000.00	100,000.00	100,000.00
7900-210 2002 WATER BOND-INTEREST	11,550.00	7,000.00		7,000.00	4,650.00	7,000.00	2,350.00
7900-214 2007 CERT OF OBLIG-PRINCIPAL	80,000.00	80,000.00		80,000.00	80,000.00	80,000.00	100,000.00
7900-215 2007 CERT OF OBLIG-INTEREST	75,650.00	72,250.00		72,250.00	36,975.00	72,250.00	68,425.00
7900-216 2007 GO REFUNDING- PRINCIPAL	65,000.00	65,000.00		65,000.00	65,000.00	65,000.00	70,000.00
7900-217 2007 GO REFUNDING- INTEREST	45,402.00	42,958.00		42,958.00	22,090.00	42,958.00	40,420.00
7900-218 2011 CERT OF OBLIG-PRINCIPAL	55,000.00	75,000.00		75,000.00	75,000.00	75,000.00	80,000.00
7900-219 2011 CERT OF OBLIG-INTEREST	87,212.50	73,375.00		73,375.00	37,062.50	73,375.00	71,825.00
7900-298 BOND SALE EXPENSES	100.00	200.00		200.00	100.00	200.00	200.00
<b>TOTAL DEBT SERVICE</b>	<b>519,914.50</b>	<b>515,783.00</b>	<b>-</b>	<b>515,783.00</b>	<b>420,877.50</b>	<b>515,783.00</b>	<b>533,220.00</b>
<b>TRANSFER IN - PAY OFF OLD UTILITY BONDS</b>				0.00			
<b>TOTAL DEBT SERVICE</b>	<b>519,914.50</b>	<b>515,783.00</b>	<b>-</b>	<b>515,783.00</b>	<b>420,877.50</b>	<b>515,783.00</b>	<b>533,220.00</b>



DEBT SERVICE FUND



## 59 - DEBT SERVICES FUND

	2011-2012 FISCAL YEAR ACTUAL	2012-2013 FY BUDGET RVS FOR MID-YR	2012-2013 FINAL BUDGET ADJUSTMENTS	2012-2013 FISCAL YEAR BUDGET REVISED	2012-2013 YTD ACTUAL AS OF 5/13	2012-2013 PROJECTED ACTUAL	2013-2014 PROPOSED BUDGET	
<b>DEPARTMENTAL EXPENDITURES</b>								
<b>REVENUES</b>								
<b>PROPERTY TAXES</b>								
4011	PROPERTY TAXES	647,765.64	658,497.00		658,497.00	646,818.37	658,497.00	612,710.00
4012	PROPERTY TAXES-DELINQUENT	5,080.87	4,600.00	5,100.00	9,700.00	7,967.46	9,700.00	8,000.00
4015	PROPERTY TAXES-P&I	1,240.57	1,000.00	1,525.00	2,525.00	1,362.31	2,525.00	1,900.00
4911	INTEREST INCOME	739.80	575.00		575.00	377.87	575.00	500.00
<b>TOTAL PROPERTY TAXES</b>		<b>654,826.88</b>	<b>664,672.00</b>	<b>6,625.00</b>	<b>671,297.00</b>	<b>656,526.01</b>	<b>671,297.00</b>	<b>623,110.00</b>
<b>TOTAL REVENUES</b>		<b>654,826.88</b>	<b>664,672.00</b>	<b>6,625.00</b>	<b>671,297.00</b>	<b>656,526.01</b>	<b>671,297.00</b>	<b>623,110.00</b>
<b>EXPENDITURES</b>								
<b>DEBT SERVICE</b>								
7900-209	2002 WATER BOND-PRINCIPAL	145,000.00	155,000.00		155,000.00	155,000.00	155,000.00	165,000.00
7900-210	2002 WATER BOND-INTEREST	18,147.50	11,320.00		11,320.00	7,442.50	11,320.00	3,877.50
7900-214	2007 CERT OF OBLIG-PRINCIPAL	75,000.00	75,000.00		75,000.00	75,000.00	75,000.00	80,000.00
7900-215	2007 CERT OF OBLIG-INTEREST	59,393.75	56,207.00		56,207.00	28,900.00	56,207.00	52,912.50
7900-216	2007 GO REFUNDING- PRINCIPAL	10,000.00	10,000.00		10,000.00	10,000.00	10,000.00	10,000.00
7900-217	2007 GO REFUNDING- INTEREST	64,672.00	64,296.00		64,296.00	32,242.00	64,296.00	63,920.00
7900-218	2011 CERT OF OBLIG-PRINCIPAL	95,000.00	120,000.00		120,000.00	120,000.00	120,000.00	125,000.00
7900-219	2011 CERT OF OBLIG-INTEREST	135,375.00	113,750.00		113,750.00	57,475.00	113,750.00	111,300.00
7900-298	BOND SALE EXPENSES	570.00	700.00		700.00	100.00	700.00	700.00
<b>TOTAL DEBT SERVICE</b>		<b>603,158.25</b>	<b>606,273.00</b>	<b>-</b>	<b>606,273.00</b>	<b>486,159.50</b>	<b>606,273.00</b>	<b>612,710.00</b>



NOTICE OF PUBLIC HEARING  
CITY OF LUCAS  
PROPOSED OPERATING BUDGET FISCAL YEAR 2013-2014

The City of Lucas will conduct a Public Hearing on the Proposed Operating Budget for the Fiscal Year 2013-2014 on Thursday, August 15, 2013 at 7:00 p.m. and on Thursday, September 5, 2013 at 7:00 p.m. at City Hall, 665 Country Club, Lucas, Texas 75002.

You have a right to attend the Public Hearing and make comments. A copy of the proposed budget is on file with the City Secretary's Office located at 665 Country Club, Lucas, Texas 75002. It is also available on the City's website at [www.lucastexas.us](http://www.lucastexas.us).

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: August 15, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: 7/19/2013

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A TRACT OF PARCEL OF LAND OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE J. GRAY SURVEY, ABSTRACT 349, SITUATED IN COLLIN COUNTY, TEXAS, AN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; Beginning at a point in the north line of Parker Road, said point being the southeast corner of Kirkland Estates West, an addition to the City of Lucas, Texas, according to the plat recorded in volume 10, page 74 of the Map Records, Collin County, Texas, in iron rod for corner; THENCE North 00°11'27" West along the east line of said Kirkland Estates West, a distance of 1,816.50 feet to a corner of said Addition, an iron rod for corner; THENCE North 89°00'00" east, a distance of 298.50 feet to an iron rod for corner; THENCE South 0°15'52" East, a distance of 1,859.00 feet to a point in the North line of Parker Road, an iron rod for corner; THENCE North 82°52'15" West, along said line of Parker Road, a distance of 303.20 feet to the POINT OF BEGINNING and containing 550,606 square feet or 12.64017 acres of land. More commonly known as the 3R property. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013]**

### RECOMMENDED ACTION:

Staff recommends annexing property as presented.

### SUMMARY:

This is the 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013 at the City Council Regular meeting.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- Proof of Ownership and metes & bounds verified.
- Parcel is contiguous to the City.

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action required at this time.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

**EXHIBIT "A"**

3R PROPERTIES, LC

## DESCRIPTION

BEING A TRACT OF PARCEL OF LAND OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE J. GRAY SURVEY, ABSTRACT 349, SITUATED IN COLLIN COUNTY, TEXAS, AN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at a point in the north line of Parker Road, said point being the southeast corner of Kirkland Estates West, an addition to the City of Lucas, Texas, according to the plat recorded in volume 10, page 74 of the Map Records, Collin County, Texas, in iron rod for corner;

THENCE North  $00^{\circ}11'27''$  West along the east line of said Kirkland Estates West, a distance of 1,816.50 feet to a corner of said Addition, an iron rod for corner;

THENCE North  $89^{\circ}00'00''$  east, a distance of 298.50 feet to an iron rod for corner;

THENCE South  $0^{\circ}15'52''$  East, a distance of 1,859.00 feet to a point in the North line of Parker Road, an iron rod for corner;

THENCE North  $82^{\circ}52'15''$  West, along said line of Parker Road, a distance of 303.20 feet to the POINT OF BEGINNING and containing 550,606 square feet or 12.64017 acres of land.

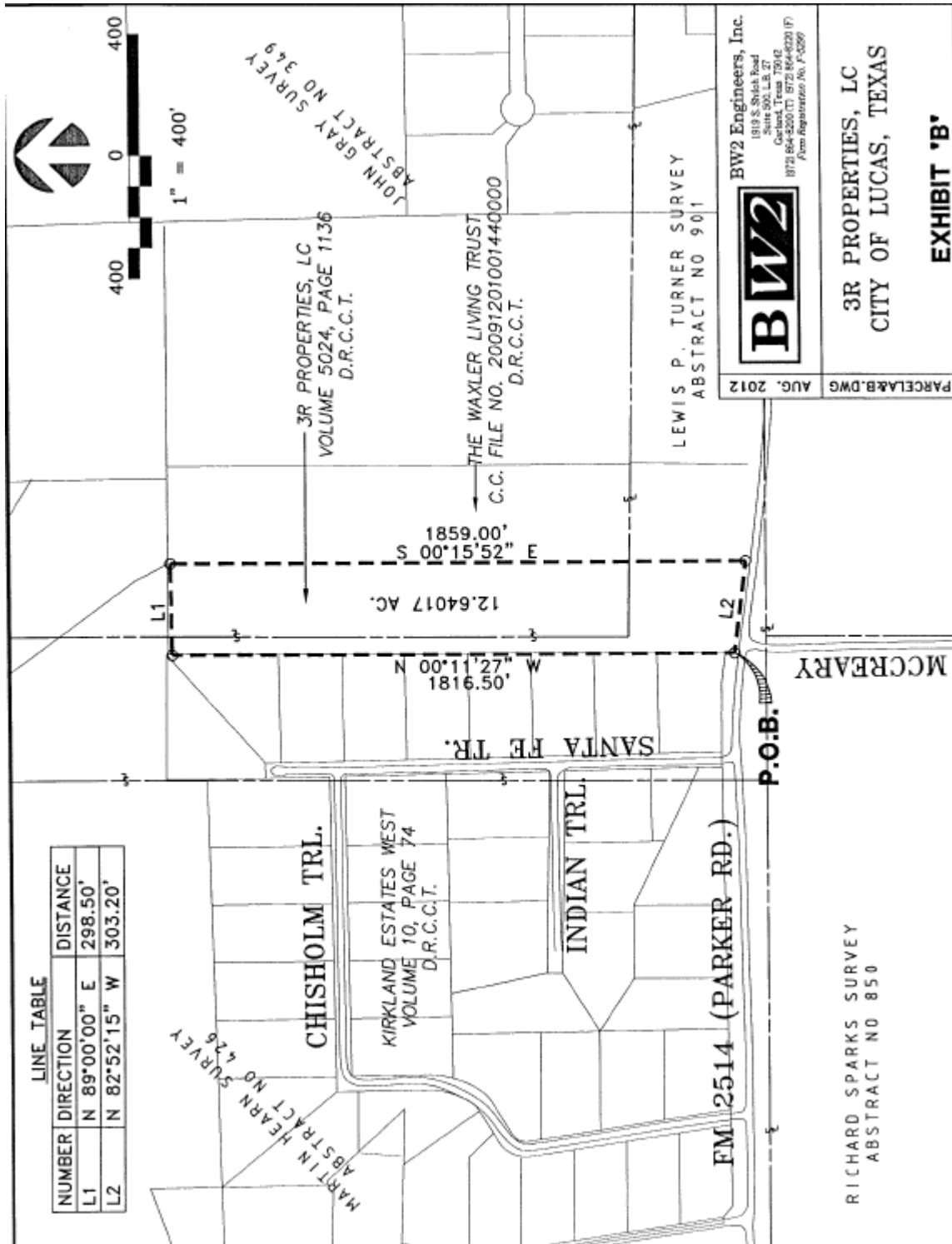
## NOTE:

IT IS THE INTENT TO DESCRIBE FOR ANNEXATION PURPOSES THE PROPERTY CONVEYED IN THE INSTRUMENT OF RECORD SHOWN BELOW.

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

COPIED FROM VOLUME 5024, PAGE 1136, DRCCT.

# Exhibit B Depiction of Owners Parcel 3R Properties





## **NOTICE OF PUBLIC HEARING TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold a public hearing regarding the unilateral annexation of the property hereinafter described. The public hearing will begin at 7:00 PM on the 15<sup>th</sup> day of August, 2013. The public hearing will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

BEING A TRACT OF PARCEL OF LAND OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE J. GRAY SURVEY, ABSTRACT 349, SITUATED IN COLLIN COUTY, TEXAS, AN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at a point in the north line of Parker Road, said point being the southeast corner of Kirkland Estates West, an addition to the City of Lucas, Texas, according to the plat recorded in volume 10, page 74 of the Map Records, Collin County, Texas, in iron rod for corner;

THENCE North 00°11'27" West along the east line of said Kirkland Estates West, a distance of 1,816.50 feet to a corner of said Addition, an iron rod for corner;

THENCE North 89°00'00" east, a distance of 298.50 feet to an iron rod for corner;

THENCE South 0°15'52" East, a distance of 1,859.00 feet to a point in the North line of Parker Road, an iron rod for corner;



THENCE North 82°52'15" West, along said line of Parker Road, a distance of 303.20 feet to the POINT OF BEGINNING and containing 550,606 square feet or 12.64017 acres of land.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas Texas 75002, 972-727-8999, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

*Kathy Wingo, TRMC, MMC*  
City Secretary, Lucas, Texas



## City of Lucas Council Agenda Request

Council Meeting: August 15, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: 7/19/2013

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A 9.973 ACRE TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS IN THE JOHN MCKINNEY SURVEY, ABSTRACT NO. 596, BEING PART OF A CALLED 38.38 ACRE TRACT AS DEEDED TO J.C. AND OLLIE TOMBERLINE AND RECORDED IN VOLUME 595, PAGE 205 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AND BEING THE SAME TRACT OF LAND AS DEEDED TO ROGER A. STEVENS AND JANIS H. STEVENS AND RECORDED IN VOLUME 5476, PAGE 4796 DRCCT: BEGINNING at a point for corner in the center of a public road, said corner also being the Northwest corner of said John McKinney Survey; THENCE North 89°22'24" East, with North line of said McKinney Survey, for a distance of 1170.76 feet to a point for corner; THENCE South 1°04'22" East, for a distance of 364.00 feet to a point for corner at a fence corner; THENCE South 88°47'24" West, partially with a fence line, for a distance of 1177.77 feet to a point for corner in the center of said public road; THENCE North, 376.00 feet to the POINT OF BEGINNING and containing 434,444.9 square feet or 9.973 acres of land, more or less or more commonly known as the Stevens property. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]**

### RECOMMENDED ACTION:

Staff recommends annexing property as presented.

### SUMMARY:

This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on September 5, 2013. This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- Proof of Ownership and metes & bounds verified.
- Parcel is contiguous to the City.

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action required at this time.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

Exhibit A  
Legal description of Parcel  
CITY OF LUCUS, TEXAS  
ANNEXATION  
ROGER A. STEVENS AND JANIS H. STEVENS

DESCRIPTION

BEING A 9.973 ACRE TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS IN THE JOHN MCKINNEY SURVEY, ABSTRACT NO. 596, BEING PART OF A CALLED 38.38 ACRE TRACT AS DEEDED TO J.C. AND OLLIE TOMBERLINE AND RECORDED IN VOLUME 595, PAGE 205 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AND BEING THE SAME TRACT OF LAND AS DEEDED TO ROGER A. STEVENS AND JANIS H. STEVENS AND RECORDED IN VOLUME 5476, PAGE 4796 DRCCT:

BEGINNING at a point for corner in the center of a public road, said corner also being the Northwest corner of said John McKinney Survey;

THENCE North  $89^{\circ}22'24''$  East, with North line of said McKinney Survey, for a distance of 1170.76 feet to a point for corner;

THENCE South  $1^{\circ}04'22''$  East, for a distance of 364.00 feet to a point for corner at a fence corner;

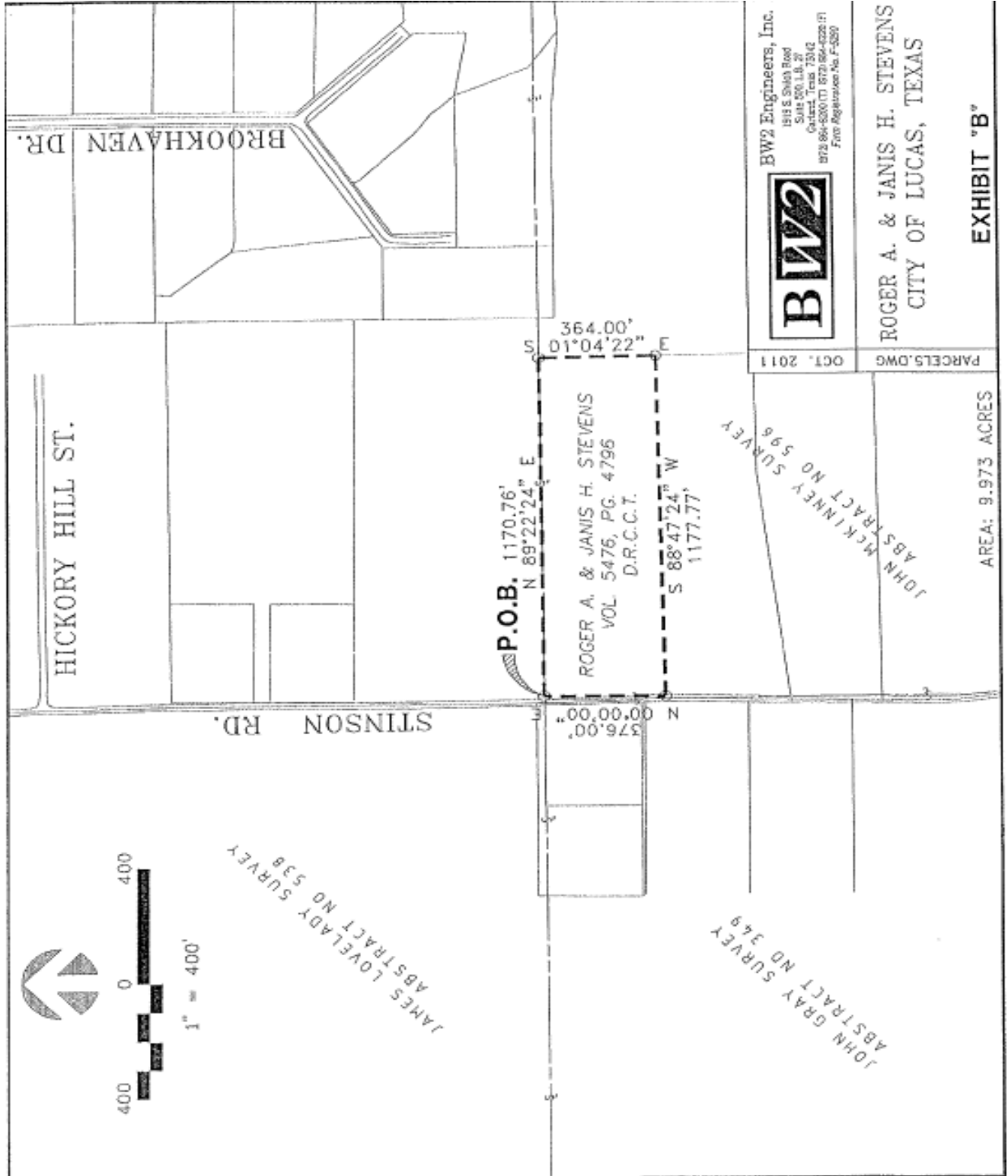
THENCE South  $88^{\circ}47'24''$  West, partially with a fence line, for a distance of 1177.77 feet to a point for corner in the center of said public road;

THENCE North, 376.00 feet to the POINT OF BEGINNING and containing 434,444.9 square feet or 9.973 acres of land, more or less.

NOTE:

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

**Exhibit B**  
**Depiction of owners Parcel**  
**Stevens**





## **NOTICE OF PUBLIC HEARING TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold a public hearing regarding the unilateral annexation of the property hereinafter described. The public hearing will begin at 7:00 PM on the 15<sup>th</sup> day of August, 2013. The public hearing will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

BEING A 9.973 ACRE TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS IN THE JOHN MCKINNEY SURVEY, ABSTRACT NO. 596, BEING PART OF A CALLED 38.38 ACRE TRACT AS DEEDED TO J.C. AND OLLIE TOMBERLINE AND RECORDED IN VOLUME 595, PAGE 205 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AND BEING THE SAME TRACT OF LAND AS DEEDED TO ROGER A. STEVENS AND JANIS H. STEVENS AND RECORDED IN VOLUME 5476, PAGE 4796 DRCCT:

BEGINNING at a point for corner in the center of a public road, said corner also being the Northwest corner of said John McKinney Survey;

THENCE North 89°22'24" East, with North line of said McKinney Survey, for a distance of 1170.76 feet to a point for corner;

THENCE South 1°04'22" East, for a distance of 364.00 feet to a point for corner at a fence corner;

THENCE South 88°47'24" West, partially with a fence line, for a distance of 1177.77 feet to a point for corner in the center of said public road;

THENCE North, 376.00 feet to the POINT OF BEGINNING and containing 434,444.9 square feet or 9.973 acres of land, more or less.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas Texas 75002, 972-727-8999, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

*Kathy Wingo, TRMC, MMC*  
City Secretary, Lucas, Texas



## City of Lucas Council Agenda Request

Council Meeting: August 15, 2013

Requestor: Joseph Hilbourn

Prepared by: Joseph Hilbourn

Account Code #: N/A

Date Prepared: July 12, 2012

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the petition filed by D.R. Horton Homes requesting annexation of a parcel of land located on Stinson Road further described as Stinson Highlands Phase II generally located at the intersection of Highland Drive and Inverness Lane, consisting of 43 lots, and 66.1034 acres out of the John Grey Survey, ABS No. 349, Lewis P Turner Survey, ABS No. 901; George Gunnel Survey, ABS No. 352, Collin County, Texas. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013]**

### RECOMMENDED ACTION:

Approve annexation as presented.

### SUMMARY:

The city of Lucas and Stinson Highlands have an existing development agreement that includes voluntary annexation and zoning of this parcel. This request in accordance with the terms of the approved agreement.

### MOTION:

No action required at this time.

APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: JVH / 7/12/2013

City Administrator: /



## OWNER'S PROPERTY

### LEGAL DESCRIPTION

#### EXHIBIT "A"

#### METES AND BOUNDS DESCRIPTION OF STINSON HIGHLANDS, PHASE 2

Being a 66.1034 acre parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Lewis P. Turner Survey, Abstract No. 901, being part of a called 220.733 acre tract of land described in a Special Warranty Deed to D.R. Horton-Texas, Ltd., as recorded in Document Number 20110830000915300, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), being a part of HOA Lot 10, Block B and all of HOA Lot 35, Block J both in Stinson Highland, Phase 1, an addition to the City of Lucas, as recorded in Volume 2012, Page 210 (P.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found for the northeast corner of Lot 6, Block B of said Stinson Highlands, Phase 1, said point being in the east line of said 220.733 acre tract of land, and said point being in the west line of a called 46.14 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Cowtown Meadows, LLC, as recorded in Document No. 20120224000211850, (D.R.C.C.T.);

THENCE South 85 degrees 53 minutes 57 seconds West, 407.22 feet to a one-half inch iron rod set in the northeast right-of-way line of Highland Drive (a 50 foot wide right-of-way), said point being in the west line of said HOA Lot 10;

THENCE Northeasterly, 233.03 feet along the west line of said HOA Lot 10 and along a curve to the right having a central angle of 65 degrees 07 minutes 47 seconds, a radius of 205.00 feet, a tangent of 130.93 feet, and whose chord bears North 01 degrees 17 minutes 11 seconds East, 220.68 feet to a one-half inch iron rod set in the east right-of-way line of Inverness Lane (a 50 foot wide right-of-way);

THENCE North 56 degrees 55 minutes 49 seconds West, 50.00 feet to a one-half inch iron rod found in the west right-of-way line of said Inverness Lane;

THENCE Southwesterly, 45.17 feet along the west right-of-way line of said Inverness Lane and along a curve to the right having a central angle of 12 degrees 37 minutes 28 seconds, a radius of 205.00 feet, a tangent of 22.68 feet, and whose chord bears South 40 degrees 09 minutes 48 seconds West, 45.08 feet to a one-half inch iron rod found for the east corner of said HOA Lot 35;

THENCE along the south line of said HOA Lot 35 as follows:

Southwesterly, 213.94 feet along a curve to the right having a central angle of 59 degrees 47 minutes 38 seconds, a radius of 205.00 feet, a tangent of 117.87 feet, and whose chord bears South 76 degrees 22 minutes 20 seconds West, 204.36 feet to a one-half inch iron rod found in the north right-of-way line of said Highland Drive;

Northwesterly, 15.62 feet along the north right-of-way line of said Highland Drive and along a curve to the left having a central angle of 01 degrees 35 minutes 54 seconds, a radius of 560.00 feet, a tangent of 7.81 feet, and whose chord bears North 74 degrees 31 minutes 48 seconds West, 15.62 feet to a one-half inch iron rod found for corner;

Northwesterly, 202.21 feet along the north right-of-way line of said Highland Drive and along a curve to the right having a central angle of 14 degrees 28 minutes 56 seconds, a radius of 800.00 feet, a tangent of 101.65 feet, and whose chord bears North 68 degrees 05 minutes 17 seconds West, 201.67 feet to a one-half inch iron rod found for corner;

THENCE along the north line of said Stinson Highlands, Phase 1, as follows:

South 29 degrees 09 minutes 11 seconds West, 60.00 feet to a one-half inch iron rod found in the south right-of-way line of said Highland Drive;

Southeasterly, 6.75 feet along the south right-of-way line of said Highland Drive and along a curve to the left having a central angle of 00 degrees 26 minutes 58 seconds, a radius of 860.00 feet, a tangent of 3.37 feet, and whose chord bears South 61 degrees 04 minutes 18 seconds East, 6.75 feet to a one-half inch iron rod found at the intersection of the south right-of-way line of said Highland Drive with the west right-of-way line of Aberdeen Drive (a 50 foot wide right-of-way);

South 27 degrees 02 minutes 16 seconds West, 33.27 feet along the west right-of-way line of said Aberdeen Drive to a one-half inch iron rod found for corner;

Southwesterly, 18.44 feet along the west right-of-way line of said Aberdeen Drive and along a curve to the left having a central angle of 02 degrees 29 minutes 07 seconds, a radius of 425.00 feet, a tangent of 9.22 feet, and whose chord bears South 22 degrees 00 minutes 26 seconds West, 18.43 feet to a one-half inch iron rod found for the northeast corner of Lot 5, Block D, of said Stinson Highlands, Phase 1;

South 72 degrees 52 minutes 25 seconds West, 328.47 feet to a one-half inch iron rod found for the northwest corner of said Lot 5, said point being in the east line of Lot 3 of Shepherds Creek Addition, an addition to the City of Lucas, as recorded in Cabinet L, Page 242, (P.R.C.C.T.);

THENCE North 01 degrees 12 minutes 45 seconds West, 98.65 feet to a one inch iron rod found for the northeast corner of said Lot 3;

THENCE South 89 degrees 46 minutes 47 seconds West, 1366.60 feet to a one inch iron rod found for the northwest corner of Lot 1 of said Shepherds Creek Addition, said point being in the west line of said 220.733 acre tract of land, and said point being in the east line of a called 30

acre tract of land (Tract 1) described in a warranty deed to The Umphy Corporation, as recorded in Document No. 20071231001715950, (D.R.C.C.T.);

THENCE North 00 degrees 16 minutes 47 seconds East, 1097.13 feet to a one-half inch iron rod set in the west line of said 220.773 acre tract of land, said point being in the east line of a called 30.55 acre tract of land (Tract 2) described in a warranty deed to The Umphy Corporation, as recorded in Document No. 20071231001715950, (D.R.C.C.T.);

THENCE over and across said 220.773 acre tract of land as follows:

South 86 degrees 05 minutes 41 seconds East, 245.49 feet to a one-half inch iron rod set;

North 00 degrees 16 minutes 47 seconds East, 47.30 feet to a one-half inch iron rod set;

Northeasterly, 58.93 feet along a curve to the right having a central angle of 09 degrees 00 minutes 15 seconds, a radius of 375.00 feet, a tangent of 29.53 feet, and whose chord bears North 04 degrees 46 minutes 54 seconds East, 58.87 feet to a one-half inch iron rod set for corner;

South 84 degrees 57 minutes 32 seconds East, 476.34 feet to a one-half inch iron rod set for corner;

South 87 degrees 00 minutes 23 seconds East, 541.09 feet to a one-half inch iron rod set for corner;

South 07 degrees 44 minutes 21 seconds East, 231.44 feet to a one-half inch iron rod set for corner;

North 75 degrees 58 minutes 58 seconds East, 275.42 feet to a one-half inch iron rod set for corner;

Northwesterly, 38.17 feet along a curve to the right having a central angle of 03 degrees 56 minutes 27 seconds, a radius of 555.00 feet, a tangent of 19.09 feet, and whose chord bears North 12 degrees 13 minutes 09 seconds West, 38.16 feet to a one-half inch iron rod set for corner;

North 80 degrees 08 minutes 07 seconds East, 375.35 feet to a one-half inch iron rod set in the east line of said 220.773 acre tract of land, and said point being in the west line of a called 86.3539 acre tract of land (Tract 3), described in a Special Warranty Deed to Lucas Real Estate, L.L.C., as recorded in Document No. 20111014001101190, (D.R.C.C.T.);

THENCE South 01 degrees 12 minutes 32 seconds East, 161.94 feet to a one-half inch iron rod found for the southwest corner of said 86.3539 acre tract of land;

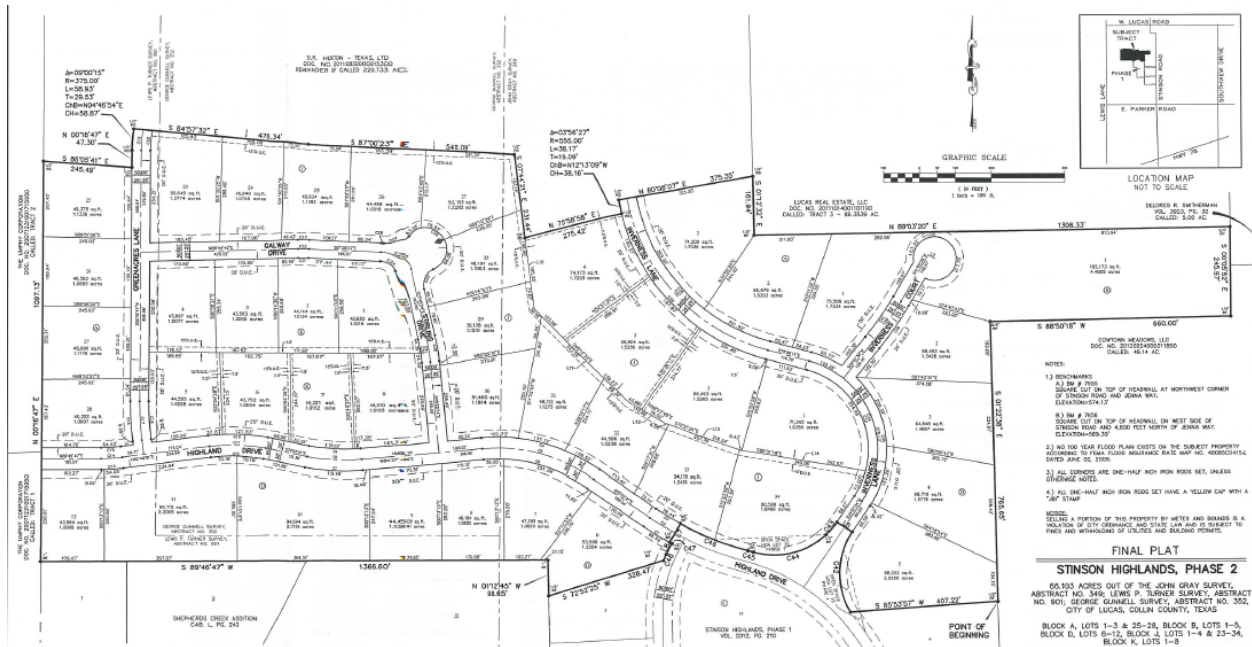
THENCE North 89 degrees 03 minutes 20 seconds East, 1308.33 feet to a three-fourths inch iron pipe found for the southeast corner of said 86.3539 acre tract of land, said point being in the west line of a called 5.00 acre tract of land described in a Special Warranty Deed to Delores R. Smitherman, as recorded in Vol. 3932, Pg. 32, (D.R.C.C.T.);

**THENCE** South 00 degrees 05 minutes 52 seconds East, 245.97 feet to a one-half inch iron rod found for an interior ell corner of said 46.14 acre tract of land;

**THENCE** South 88 degrees 50 minutes 18 seconds West, 660.00 feet to a five-eighths inch iron rod found for the most westerly northwest corner of said 46.14 acre tract of land;

**THENCE** South 01 degrees 22 minutes 38 seconds East, 765.65 feet to the **POINT OF BEGINNING** and containing 2,879,464 square feet or 66.1034 acres of land.

Exhibit B  
Depiction of owners property





## NOTICE OF PUBLIC HEARING FOR ANNEXATION

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold a public hearing regarding the petition filed by D.R. Horton Homes requesting the City annex a parcel of land located on Stinson Road hereinafter described. The public hearing will begin at 7:00 PM on the 15<sup>th</sup> day of August, 2013. The public hearing will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

Stinson Highlands Phase II, generally located at the intersection of Highland Drive and Inverness Lane, consisting of 43 lots, and 66.1034 acres out of the John Grey Survey, ABS No. 349, Lewis P Turner Survey, ABS No. 901; George Gunnel Survey, ABS No. 352, Collin County, Texas.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas Texas 75002, 972-727-8999, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

*Kathy Wingo, TRMC, MMC*  
City Secretary, Lucas, Texas



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Philip Lawrence

Prepared by: \_\_\_\_\_

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Discuss and Consider the re-alignment for the Chief of the City of Lucas' Fire Department to be a direct report to the City Council.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



<h2 style="text-align: center;">City of Lucas Council Agenda Request</h2>
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Council Meeting: August 15, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of the minutes from the August 1, 2013, City Council Regular meeting.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve the minutes from the August 1, 2013, City Council Regular meeting as presented.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City Council Regular Meeting  
August 1, 2013, at 7:00 PM  
City Hall - 665 Country Club Road  
Minutes**

**Call to Order**

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present:

Mayor Rebecca Mark  
Councilmember Wayne Millsap  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
City Manager Jeff Jenkins  
City Attorney Joe Gorfida  
Fire Chief Jim Kitchens

Mayor Pro Tem Kathleen Peele  
Councilmember Jim Olk  
Councilmember Philip Lawrence  
City Secretary Kathy Wingo  
Development Services Director Joe Hilbourn  
Finance Manager Liz Exum

It was determined that a Quorum was present.  
Everyone was reminded to turn off or silence cell phones.  
Councilmember Steve Duke led everyone in saying the Pledge of Allegiance.

**Citizens' Input**

1) Citizens' Input.

There was no one present who wished to speak during Citizen's Input.

**Community Interest**

2) Items of Community Interest.

Mayor Mark stated that the city's new website is up and running. Staff has done an excellent job on the website.

Councilmember Debbie Fisher recently attended a North Texas Municipal Water District (NTMWD) meeting. The good news is that they are not projecting going into Phase 4 anytime soon, however, it was announced that Lake Jim Chapman would not be available for use.



Councilmember Debbie Fisher commended Fire Chief Jim Kitchens and Bobette Mauck on an excellent job with the Skywarn Program which was attended by CERT members and citizens.

## Regular Agenda

- 3) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Centurion Acquisitions, LP for a 53 acre development located along Forest Grove Road. **[Hilbourn]**

Steve Lenart has requested a development agreement with the City of Lucas based on meeting with Staff. Mr. Lenart is requesting Forest Grove Road improvements, water line improvements and storm water run-off improvements.

The site is 53 ± acres. Based on the proposed site layout the agreement would include thirty (30) 1.5 acre lots. If the development followed the City's Comprehensive Plan, there would be twenty two (22) or twenty three (23) 2 acre lots.

As a part of the agreement, the developer will straighten the "s" curves on Forest Grove Road as well as upgrade the 6" water main on Forest Grove Road to an 8" water main. The City will participate in the cost of the improvements with impact fees.

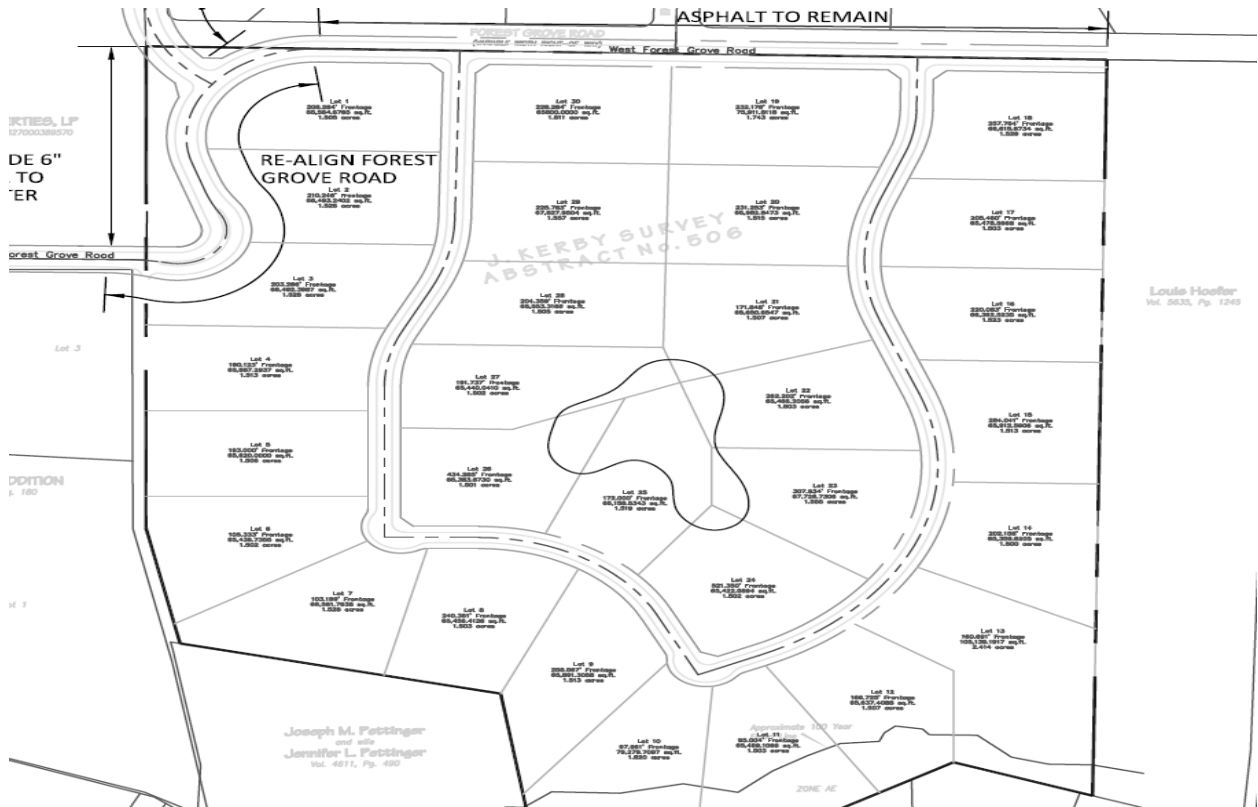
Staff is recommending that Council consider approving the development agreement as presented or compromise on a number of lots that might be more desirable to Council. A reasonable compromise would be a maximum of 26 or 27 lots.

The last time that this agreement came before Council it was proposing a park area within the development. The park has been eliminated, therefore, the development would be accessed park impact fees.

The retention pond would relieve the current water runoff issue in the area.

Steve Lenart, Centurion Acquisitions Representative, came forward to address any questions that the Council might have of the development.

See next page for a depiction of the proposed site plan:



Councilmember Jim Olk is not comfortable with going away from the Comprehensive Plan and reducing the lots sizes less than two (2) acres.

Mayor Rebecca Mark stated if Council keeps with the Comprehensive Plan the City would be responsible for the cost of the improvements. Perhaps Council could comprise and meet in the middle with the number of lots.

Mr. Lenart stated that the proposed site has 30 lots; they are willing to reduce the number of lots but any number less than 27 lots would be an issue.

City Attorney Joe Gorfida stated that the development agreement before Council tonight does not address the number of lots but the proposed site layout could be removed and a lot cap be placed in the agreement.

**MOTION:** Councilmember Wayne Millsap made a Motion to approve the Development Agreement between the City of Lucas and Centurion Acquisitions, LP for a 53 acre development located along Forest Grove Road with the modification that the concept plan would be amended to show a maximum of 27 lots with no lot being less than 1.5 acres. Councilmember Debbie Fisher seconded the Motion. Motion carried.

Vote: 4-3; Councilmember Jim Olk, Mayor Pro Tem Kathleen Peele, and Councilmember Philip Lawrence voting NAY.

- 4) Discuss and Consider the approval of sending a letter of termination for a contract between the City of Lucas and Solutions for Local Control, LLC. **[Jenkins]**

**MOTION:** Councilmember Debbie Fisher made a Motion to send a letter of termination to Solutions for Local Control, LLC with a letter of gratitude and authorize the City Manager to send the letter immediately. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

- 5) Discuss and Consider the approval of the minutes from the July 2, 2013 Special, July 18<sup>th</sup> Council, and the July 23<sup>rd</sup> Budget Workshop meetings. **[Wingo]**

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the July 2<sup>nd</sup> Special, July 18<sup>th</sup> Council, and the July 23<sup>rd</sup> Budget Workshop meetings. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

- 6) Discuss and Consider the approval of **Resolution # R-2013-08-00399** to accept and approve the City Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of beer and wine for off-premise consumption only; and providing an effective date. **[Wingo]**

City Secretary Kathy Wingo came forward to review the findings of the petition certification.

On June 11, 2013, an application for petition was filed with the City Secretary's Office. Upon review of the application, the petition was issued and returned to the City Secretary on July 1, 2013 with 724 signatures.

At the time the petition was issued, the City of Lucas had 3,853 registered voters, however, the number changes daily/weekly.

The number of qualified signatures needed was 560. Out of the 724 signatures submitted, 580 were verified, more than enough for Council to call for a Special Local Option Election

**MOTION:** Councilmember Wayne Millsap made a Motion to approve **Resolution # R-2013-08-00399** to accept and approve the City Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of beer and wine for off-premise consumption only; and providing an effective date. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-1; Councilmember Philip Lawrence voting NAY.

- 7) Discuss and Consider the approval of **Ordinance # 2013-08-00762** to order a Special Election to be held on Tuesday, November 5, 2013, for the purpose of approving the legal sale of beer and wine for off-premise consumption only; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date. **[Wingo]**

**MOTION:** Councilmember Jim Olk made a Motion to approve **Ordinance # 2013-08-00762** to order a Special Election to be held on Tuesday, November 5, 2013, for the purpose of approving the legal sale of beer and wine for off-premise consumption only; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-1; Councilmember Philip Lawrence voting NAY.

- 8) Discuss and Consider the proposed City of Lucas' Tax Rate for Fiscal Year 2013 – 2014. **[Jenkins]**

Property Tax Options 2013-2014:

1. Use Maximum Rollback Rate (adj for sales tax reduction), 0.355616
2. Use Existing Tax Rate, 0.374177
3. Use Effective Tax Rate (adj for sales tax reduction) plus new Debt Rate, 0.340811

After a short discussion, Staff made the recommendation that Council should consider adopting Property Tax Option 1 for Fiscal Year 2013 - 2014.

**MOTION:** Councilmember Jim Olk made a Motion to adopt a Tax Rate of 0.355616 as the effective tax rate for Fiscal Year 2013-2014. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 9) Discussion only for the proposed City of Lucas' Budget for Fiscal Year 2013 – 2014. **[Jenkins]**

This item is for discussion only, no action to be taken.

City Manager Jeff Jenkins gave a high level overview of the proposed Budget for Fiscal Year 2013 – 2014.

- For Fiscal Year 2013-2014, projected revenues for the General Fund are budgeted at \$3.592 million dollars.

- Property Tax revenue was budgeted on a proposed tax rate of .355616, which is a \$.02 lower than the tax rate adopted last year.
- General sales tax revenue increased \$129K due to a full year of operation of the Wal-Mart, and each of our additional sales taxes, property tax relief and street tax, will each increase by \$33K.
- We have added full-time EMS services to our residents being provided by the Fire Department starting in March 2014. This will improve response times and health/safety of our residents. With the addition of EMS services, the Fire Department expenses increased by \$581K. This will cover the hiring of seven (7) full-time paramedics and provide the necessary equipment, medical supplies, and ambulances.
- \$500K was included for road improvements which will be solely funded by the General Fund revenue sources.
- The Parks Department had requested a Top Dresser Turf Tiger Cub, however, the department was able to make arrangements with the City of Wylie's to use theirs. Therefore, the item was deleted from the budget.
- Employee health insurance cost increased by approximately 3% due to changes in healthcare reform/expenses. Staff will be making recommendation for different options at the mid-August meeting.
- Public Works will be replacing a truck based on the vehicles replacement schedule at an estimated cost of \$31K.
- The contract with the Sheriff's Office was renewed for four years. As part of the renewed contract, a new patrol vehicle for \$45K was included in this proposed budget.
- A 3% pool for potential salary increases was added. This does not mean, however, that each staff member will be given a 3% increase. Increases to salaries will be based on annual reviews and performance.
- In the Capital Improvement Fund, it was anticipated to improve a major portion of the Stinson Road water line with the overall cost budgeted at \$1,458,333. Also, due to RTR/impact fees, West Lucas Road will be improved by adding additional turn lanes, drainage improvements, and an asphalt overlay.
- The projected revenues for the Water Fund is estimated at \$3.22M; the expenses for the Water Fund is estimated for \$2.60M; and debt service for the Water Fund will be \$533K. The main increase in expenses this year is due to the change in water rates by NTMWD, which was increased by \$203K.

The rate went from \$1.75 to \$1.93 per 1,000 gallons. The Water Fund revenues are estimated to exceed the expenses by \$52K for Fiscal Year 2013 – 2014.

The projected unrestricted cash balance at the end of September 2013 is as follows:

- General Fund (Prior to GASB 54 Fund Balance Policy Requirements)  
\$4,456,358 (15.1 Months)
- Water Fund (Prior to GASB 54 Fund Balance Policy Requirements)  
\$3,912,139 (16.7 Months)
- General Fund (After to GASB 54 Fund Balance Policy Requirements)  
\$2,661,600 (9.0 Months)
- Water Fund (After to GASB 54 Fund Balance Policy Requirements)  
\$2,488,546 (10.6 Months)

The outcome for the Fiscal Year 2013 – 2014 remains positive. This proposed budget was able to support additional expenditures for over \$1 million dollars for both EMS and roadway improvements.

10) Discuss and Consider calling for two Public Hearings regarding the Tax Rate and Fiscal Year Budget for 2013 – 2014. **[Jenkins]**

**MOTION:** Councilmember Debbie Fisher made a Motion to call for two Public Hearings regarding the Tax Rate and Fiscal Year Budget for 2013 - 2014; the first one being August 15, 2013 and the second one to be held on September 5, 2013. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

11) Discuss and Consider the addition of craft sales and a chili cook-off to the list of 2013 Founder's Day Events. **[Hilbourn]**

The Parks & Open Space Board is recommending the addition of a chili cook-off and craft booths to the 2013 Founder's Day event. There would be a condition that chili cook-off and craft booth participants would also be required to participate in the Trunk or Treat. Power to the booths would be offered for an additional fee.

Mayor Rebecca Mark stated that this would give the event more of a "country fair" feel which it is fast becoming.

Mayor Pro Tem Kathleen Peele ask where the Stick Horse Rodeo would be located, Development Services Director Joe Hilbourn stated it would be in the same place as last year.

Council agrees to the addition of craft sales and a chili cook-off and directs the planning to move forward.

- 12) Discuss and Consider the approval of commercial sponsorships for the 2013 Founder's Day Event. **[Hilbourn]**

Council agrees with the commercial sponsorships as long as there is an approval process.

- 13) Adjournment.

**MOTION:** Councilmember Philip Lawrence made a Motion to adjourn the meeting at 8:36 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved by a majority vote of the City Council on August 15, 2013.

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Rebecca Mark  
Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Jeff Jenkins

Prepared by: \_\_\_\_\_

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider recycling options and/or approve Amendment No. 4 to the Interlocal Agreement between the City of Lucas and Collin County for Recycling Roll-Off Container.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to.....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_





Contract Amendment Four (4)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: CITY OF LUCAS  
Mayor  
665 Country Club Road  
Lucas, Texas 75002

Contract Agr., Interlocal Recycling  
Contract No. 05593-09  
Effective Date 10/1/13

Awarded by Court Order No.:			<u>2009-781-09-28</u>
Amendment <u>1</u>	Court Order No.:		<u>2010-686-09-13</u>
Amendment <u>2</u>	Court Order No.:		<u>2011-674-09-19</u>
Amendment <u>3</u>	Court Order No.:		<u>2012-760-10-15</u>
Amendment <u>4</u>	Court Order No.:		

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

**Section II: Term**

In accordance with section II, Term, the contract performance period is hereby extended as specified for One (1) year, effective 10/1/13 through 09/30/14.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(Print Name)

CITY OF LUCAS  
Mayor  
665 Country Club Road  
Lucas, Texas 75002

SIGNATURE

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: \_\_\_\_\_

REC'D JUL 31 2013



# City of Lucas Council Agenda Request

Council Meeting: August 15, 2013

Requestor: Jeff Jenkins

Prepared by: \_\_\_\_\_

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of Amendment No. 6 to the Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF).

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to **approve/deny** Amendment No. 6 to the Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF).

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



Contract Amendment Six (6)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: CITY OF LUCAS  
Mayor  
665 Country Club Road  
Lucas, Texas 75002

Effective Date 10/1/13  
Contract No. 10027-08  
Contract Interlocal Agreement for On-Site  
Sewage Facility (OSSF)

Awarded by Court Order No.:			<u>2007-736-09-11</u>
Amendment	<u>1</u>	Court Order No.:	<u>2008-692-09-09</u>
Amendment	<u>2</u>	Court Order No.:	<u>2009-702-09-14</u>
Amendment	<u>3</u>	Court Order No.:	<u>2010-690-09-13</u>
Amendment	<u>4</u>	Court Order No.:	<u>2011-681-09-19</u>
Amendment	<u>5</u>	Court Order No.:	<u>2012-611-09-10</u>
Amendment	<u>6</u>	Court Order No.:	

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT**

Amend Section 2 Term to read as follows:

The term of this Agreement shall be for the period beginning October 1, 2013 and shall continue in full force and effect up to and including September 30, 2014.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

\_\_\_\_\_  
(Print Name)

CITY OF LUCAS  
Mayor  
665 Country Club Road  
Lucas, Texas 75002

SIGNATURE

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: \_\_\_\_\_

REC'D JUL 31 2013



**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the City of Lucas, Texas, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Rock Ridge Road Water Line Improvements
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$18,300.00. Details concerning the fee are included in Attachment CO.  
  
If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

City of Lucas, Texas  
(OWNER)

\_\_\_\_\_

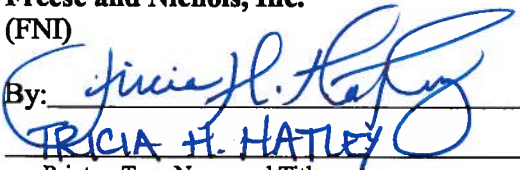
By: \_\_\_\_\_

Print or Type Name and Title

ATTEST:

Freese and Nichols, Inc.  
(FNI)

  
\_\_\_\_\_  
A SCOTT MAUGHAN

By:   
\_\_\_\_\_  
TRICIA H. HATLEY  
Print or Type Name and Title  
VICE PRESIDENT

**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER**

**Section 1. Scope of Project.**

As part of the North Texas Municipal Water District (NTMWD) North McKinney Pipeline, the City of Lucas is planning improvements to its water distribution system along Rock Ridge Road from the intersection of Rock Ridge Road and Exchange Parkway, north and east to the intersection of Rock Ridge Road and Country Club Road. The proposed water main improvements will consist of approximately 3,500 LF of 8" water main parallel to the NTMWD's proposed North McKinney Pipeline. Freese and Nichols, Inc. will prepare design and construction documents for the City of Lucas water main improvements. These documents will be completed in conjunction with the design and construction documents for the NTMWD pipeline.

**ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**A. PRELIMINARY PHASE**

**1. Analysis Phase**

Upon execution of this AGREEMENT, FNI shall:

- a. Consult with OWNER: (1) to review the scope of services, (2) to verify OWNER's requirements for the Project, and (3) to review available data.
- b. Provide analyses of OWNER's requirements for the Project, as verified in Article I, Paragraph A.1.a., including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.
- c. Prepare a preliminary layout indicate the considerations involved and some alternative solutions available to OWNER and setting forth FNI's findings and recommendations with opinions of probable construction costs for the Project. In arriving at its opinion of probable construction cost for the Project, FNI will include the estimates furnished by OWNER and will have no responsibility to determine the accuracy or validity of these estimates. The alternate solutions shall be limited to not more than two.
- d. Furnish three (3) copies of the preliminary layout and present and review it in person with OWNER.

**2. Preliminary Design Phase**

After OWNER has accepted the recommended route, FNI shall:

- a. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications that will be included with the NTMWD plans and documents.
- b. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

- c. Furnish three (3) copies of the above preliminary design documents and present and review them with OWNER.

B. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed in conjunction with the NTMWD North McKinney Pipeline documents. Submittals will be made to the OWNER at the same time submittals are made to NTMWD (30%, 60%, and 90%). Opinion of probable construction costs will be included with the submittals.
2. FNI will meet with the OWNER to discuss any comments on the submittal reviews.
3. FNI will coordinate and communicate with NTMWD throughout the project for a continual coordinated effort between the OWNER and NTMWD.
4. Final plans and documents will be prepared with the NTMWD pipeline plans and documents. Specifications for the OWNER construction work and materials will be included in the NTMWD project specifications. Bid items and descriptions will be also included in the NTMWD documents. The OWNER work will be an alternate bid section of the NTMWD pipeline.
5. Furnish OWNER, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
6. Submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required.
7. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
8. Prepare revised opinion of probable construction cost.
9. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
10. Furnish OWNER two (2) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by OWNER. Upon final approval by OWNER, FNI will provide OWNER two (2) sets of copies of "Final" drawings.

C. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase in conjunction with the NTMWD project as follows:

1. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
3. At OWNER request, FNI will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to

determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.

4. Provide OWNER with two (2) copies of the Construction Contract Documents for use during construction. Additional sets of documents can be provided as an additional service.
5. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. **CONSTRUCTION PHASE:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Attend NTMWD pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents in conjunction with NTMWD project. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the



Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.

6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
10. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
11. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to OWNER.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.

- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- F. Providing renderings, model, and mock-ups requested by the OWNER.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- H. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- L. Conducting pilot plant studies or tests.
- M. Preparing Operation and Maintenance Manuals or conducting operator training.
- N. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- O. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- P. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- Q. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.
- R. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- S. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- T. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- U. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- V. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- W. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- X. Services required to resolve bid protests or to rebid the projects for any reason.
- Y. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- Z. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- AA. Providing services after the completion of the construction phase not specifically listed in Article I.
- BB. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- CC. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- DD. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.

- EE. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- FF. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- GG. Provide follow-up professional services during Contractor's warranty period.
- HH. Provide Geotechnical investigations, studies and reports.

**ARTICLE III**

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule: NTMWD North McKinney Pipeline scheduled for advertising October 12, 2013. This schedule is based on many factors and may have slight adjustments due to easement and access acquisition along the entire project.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

**ARTICLE IV**

**DESIGNATED REPRESENTATIVES:** FNI and OWNER designate the following representatives:

Owner's Designated Representative –

Owner's Accounting Representative –

FNI's Accounting Representative – Scott Maughn, P.E., 1701 N. Market Street, Ste. 500, LB 51, Dallas, Texas 75202; Phone 214-217-2260; Fax 214-217-2201; email [asm@freese.com](mailto:asm@freese.com)

FNI's Accounting Representative – Matt Shafer, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109; Phone 214-217-2238; Fax 817-735-7492; email [mcs@freese.com](mailto:mcs@freese.com)

**COMPENSATION**

Lump Sum: Compensation to FNI shall be the lump sum of Eighteen Thousand Three Hundred Dollars (\$18,300). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

**Schedule of Charges:**

<b><u>Position</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
Professional - 1	66	124
Professional - 2	89	141
Professional - 3	114	180
Professional - 4	123	186
Professional - 5	162	231
Professional - 6	159	405
Construction Manager - 1	78	92
Construction Manager - 2	90	146
Construction Manager - 3	124	138
Construction Manager - 4	156	216
CAD Technician/Designer - 1	56	95
CAD Technician/Designer - 2	88	128
CAD Technician/Designer - 3	101	156
Corporate Project Support - 1	38	100
Corporate Project Support - 2	60	153
Corporate Project Support - 3	69	304
Intern/ Coop	31	61

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and rates will be adjusted annually.**

340-22013

**TERMS AND CONDITIONS OF AGREEMENT**

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Lucas, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000	Each Accident	\$500
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000	\$3,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: 8/5/2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the annexation of parcels located in the city's ETJ, and expanding our ETJ along with parts of Lake Lavon and Bratonia Park (east side of Lake Lavon).

**RECOMMENDED ACTION:**

Staff recommends annexing the below list of properties:

- Bratonia Park
- Parts of Lake Lavon North of East Lucas Road
- Edgewood
- Cimarron
- Claremont Springs Phase 1
- Lakeview Downs

**SUMMARY:**

In 2011 staff was given direction to annex parcels located within our ETJ to be broken into three separate rounds of annexations. This month we complete the last two parcels of the first three rounds and are looking for direction on future annexations.

**MOTION:**

I make a Motion to....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_



City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: 8/5/2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider an amendment to an existing boundary agreement between the City of Lucas and the City of Allen to include parcels on the west side of Rock Ridge Road.

**RECOMMENDED ACTION:**

Approve staff to enter into negotiations with the City of Allen to adjust the boundary between the City of Lucas and the City of Allen to include parcels on the west side of Rock Ridge Road in the City of Lucas' ETJ.

**SUMMARY:**

The west side of Rock Ridge Road is currently a shared CCN with the City of Allen. Lucas is in the process of upgrading the water system off Rock Ridge Road, which will include a number of properties located in the City of Allen's ETJ.

**MOTION:**

I make a Motion to....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:                     /                      
City Manager:                     /



**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Jim Kitchens

Prepared by: \_\_\_\_\_

Account Code #: N/A

Date Prepared: August 5, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a contract between the City of Lucas and Collin County, Texas, for Fire Protection Services in Unincorporated Fire District.

**RECOMMENDED ACTION:**

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to **approve/deny** a contract between the City of Lucas and Collin County, Texas, for Fire Protection Services in Unincorporated Fire District.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



# COLLIN COUNTY

Fire Marshal's Office  
4690 Community  
Suite 200  
McKinney, Texas 75071  
972-548-5576  
975-548-5574 fax  
www.collincountytx.gov

7/17/13

Re: Contract for Fire Protection Services: Unincorporated Fire District

Dear Chief,

Enclosed you will find the new contract for fire protection services in the unincorporated areas of your fire district. Please review and execute this contract as soon as possible. All contracts must be returned to my office by Friday, August 30, 2013 to ensure timely payment for services. If you have any questions or need assistance please do not hesitate to contact me.

Sincerely,

Jason Browning  
Fire Marshal  
Collin County

Cell: 214-842-1496  
Email: [jabrowning@co.collin.tx.us](mailto:jabrowning@co.collin.tx.us)

REC'D JUL 18 2013

COUNTY OF COLLIN       §  
  §

**AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES**

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and Lucas Fire Department (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

**RECITALS**

**WHEREAS**, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

**WHEREAS**, AGENCY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

**WHEREAS**, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

**WHEREAS**, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**I. Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

**II. Obligations and Responsibilities of AGENCY**

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

### **III. Obligations and Responsibilities of COUNTY.**

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local

Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

#### **IV. Effective Date, Term and Termination.**

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

#### **V. Miscellaneous**

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:  
Collin County, Texas  
Attn: County Judge, Keith Self  
2300 Bloomdale Rd.  
McKinney, TX 75071

To AGENCY:  
Lucas Fire Department  
Attn: Fire Chief, Jim Kitchens  
165 Country Club Rd  
Lucas, TX 75002

**5.2 Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

**5.3 Entire Agreement; Severability.** This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

**5.4 Governing Law.** This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

**5.5 Non Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**5.6 No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

**5.8 Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

**5.9 Dispute Resolution.** The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

**5.10 Authority.** The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the



laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

Collin County, Texas

\_\_\_\_\_  
County Judge, Keith Self  
Acting on behalf and by Authority  
Of the Collin County Commissioners

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Stacey Kemp, County Clerk

AGENCY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

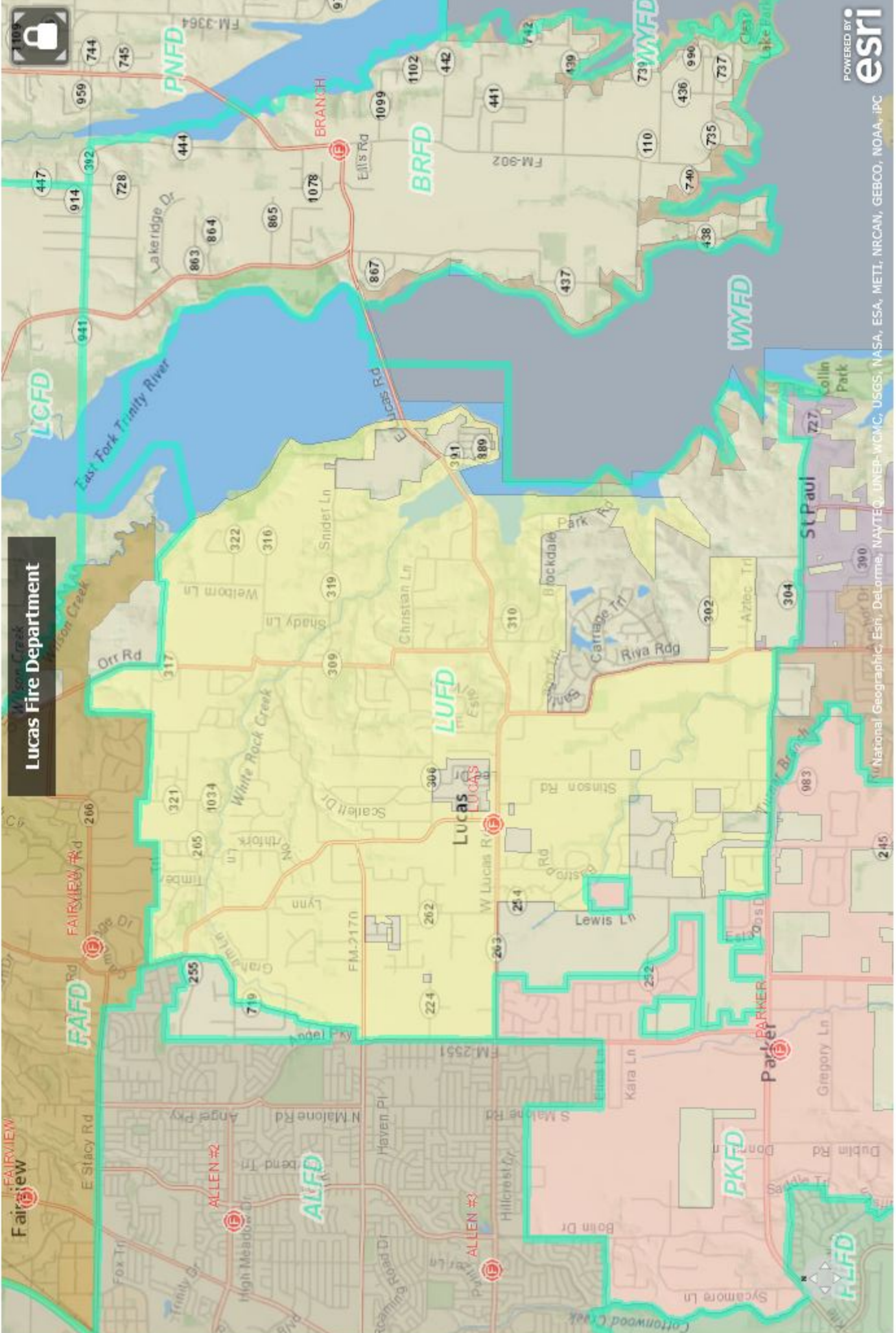
\_\_\_\_\_  
Date

**ATTEST:**

**EXHIBIT A**

**MAP OF AGENCY FIRE DISTRICT**

# Lucas Fire Department





**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Adjournment.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to adjourn the meeting at \_\_\_\_\_ p.m.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**PUBLIC NOTICE**  
**City Council Meeting**  
**August 15, 2013, at 7:00 PM**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, August 15, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

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**Supplemental Agenda**

- 1) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Megatel Homes III, LLC regarding waterline improvements and right-of-way dedications. **[Hilbourn]**

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**As authorized by Section 551.071 (2) 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 regarding any item on the agenda at any time during the meeting.**

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**Approval**

Approved by: Mayor Rebecca Mark, August 9, 2013.

**Certification**

*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, August 9, 2013, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC

## City Secretary

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**This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email [secretary@lucastexas.us](mailto:secretary@lucastexas.us).**

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**City of Lucas  
Council Agenda Request**

Council Meeting: August 15, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: 8/9/2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a Development Agreement between the City of Lucas and Megatel Homes III, LLC regarding waterline improvements and right-of-way dedications.

**RECOMMENDED ACTION:**

Staff recommends approving the agreement as presented.

**SUMMARY:**

The attached development agreement and development plan are for property formally known as the Hunt Properties. The substance of the agreement is for public improvements, when they will need to be in place, and reimbursement for public improvements. The reimbursements are for a trails easement, and water line improvements on Parker Road. They will upsize the line from an existing 6" to the master planned size of 10".

**MOTION:**

I make a Motion to approve/deny the Development Agreement between the City of Lucas and Megatel Homes III, LLC regarding waterline improvements and right-of-way dedications.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

STATE OF TEXAS           §  
  §           **DEVELOPMENT AGREEMENT**  
COUNTY OF COLLIN       §

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Megatel Homes III, LLC, a Texas limited liability company (“Developer”) (collectively referred to as “Parties” and individually as a “Party” acting by and through their respective representatives.

**RECITALS**

**WHEREAS**, Developer is under contract to purchase certain real property described by metes and bounds on the attached Exhibit “A” (the “Property”); and

**WHEREAS**, City has adopted roadway impact fees pursuant to Chapter 395, TEX. LOC. GOV’T Code (“Roadway Impact Fees”); and

**WHEREAS**, City has adopted water impact fees pursuant to Chapter 395, TEX. LOC. GOV’T Code (“Water Impact Fees”); and

**WHEREAS**, Developer intends to develop the Property in general conformance with the concept plan attached as Exhibit “B” (the “Concept Plan”) and which conforms to the City’s Comprehensive Plan; and

**WHEREAS**, Developer intends to dedicate a portion of road right-of-way to the City for purposes of the widening of Parker Road (the “Parker Road Dedication”);

**WHEREAS**, Developer intends to install or have installed a portion of roadway within the Property which will connect the Road Improvements to a point near the eastern boundary line of the Property (the “Road Improvements”); and

**WHEREAS**, Developer intends to expand the existing 6” water line along the portion of Parker Road adjacent to the Property to a 10” water line (the “Parker Road Waterline Expansion”) on condition that the City reimburse Developer in the form of impact fee credits as provided herein; and

**WHEREAS**, Developer intends to dedicate to the City a 30 foot wide strip of land located within the flood plain on the Property, for purposes of the installation and development by the City of an equestrian trail (the “Trail Dedication”), on condition that the City agree to waive a portion of the Park Fees (hereinafter defined) assessed against the lots on the Property, as provided herein; and

**WHEREAS**, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement.



**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the City and Developer agree as follows:

**Article I**  
**Term**

This Agreement shall commence on the last date the Parties have executed the Agreement (“Effective Date”) and shall terminate on the date (“Expiration Date”) that is the earlier date of (1) the expiration of ten (10) years after City’s acceptance of the Road Improvements, the Waterline Improvements, the Trail Dedication, and the Parker Road Dedication or (2) the date the Developer and City have fully satisfied all of the terms and condition herein; or (3) January 1, 2024; or (4) unless sooner terminated herein.

**Article II**  
**Definitions**

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

“Approved Plans” shall mean the plans and specifications for the Road Improvements and Waterline Improvements approved by the City.

“City” shall mean the City of Lucas, Texas.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Road Improvements and Waterline Improvements; (ii) all necessary permits for the construction of the Road Improvements and Waterline Improvements pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) the construction of the Road Improvements and Waterline Improvements have commenced.

“Completion of Construction” shall mean (i) the construction of the Road Improvements and Waterline Improvements have been substantially completed; and (ii) the final permanent certificate of completion for the Road Improvements and Waterline Improvements have been issued to the City, or the City has accepted the Road Improvements and Waterline Improvements, as the case may be.

“Developer” shall mean Megatel Homes III, LLC, or its assigns.

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of Developer, as applicable, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental action or inaction (unless caused by negligence or omissions of Developer), fire, explosions or floods, strikes, slowdowns or work stoppages, shortage of materials and labor, or delays by the City.

“Open Space” shall mean any land required to be dedicated to the City per City ordinances.

“Park Fees” shall mean any payments required by City ordinance to be paid by the Developer or homebuilder for satisfaction of park land purchases or improvements.

“Property” shall mean the real property described by meets and bounds in the attached Exhibit “A”.

### **Article III** **Road Dedication and Improvements**

3.01 Parker Road Dedication. Upon acquisition of the Property by Developer or its assigns, Developer hereby agrees to dedicate to the City a sixty foot (60’) wide portion of land along the southern boundary line of the Property that runs directly parallel and is adjacent to Parker Road, for purposes of constructing, maintaining, and using a public roadway thereon. Upon its dedication by Developer to City, the right-of-way portion dedicated shall be sixty (60) feet in width from the centerline of Parker Road to the northern boundary of the Parker Road right-of-way.

3.02 Construction of the Road Improvements. Developer shall construct at Developer’s cost and expense a thoroughfare on the Property to connect an existing roadway on the Property to a point in line with the southern boundary line of the proposed Wylie Independent School District tract depicted on the Concept Plan (the “WISD Tract”); provided, that Developer shall only be responsible for connecting the aforementioned Road Improvements to the location of the western point of the bridge that will be built connecting the Property to the WISD Tract. At a future unspecified date, the City shall be responsible for constructing at its own cost the bridge that will connect these Roadway Improvements to the actual southern boundary line of the WISD Tract. Notwithstanding the foregoing, the placement of the road extension constructed pursuant to this section may be re-located upon mutual written agreement of the Parties based on the course of actual development of the Property.

3.03 Compliance With City Standards. Developer agrees to construct the Roadway Improvements in accordance with the applicable standards, ordinances, and regulations adopted by the City (“City Standards”). Developer shall submit plans for the design and construction of the Road Improvements (“Construction Plans”) to the City for review and approval by the City. Subject to extensions for delay caused by events of Force Majeure and to the City’s approval of the Approved Plans, Developer agrees, at Developer’s sole cost, to construct or have constructed the Road Improvements. Developer and City acknowledge and agree that neither Party has any obligation to condemn or pay any sum of money in connection with the dedication of right-of-way except as provided herein. Developer agrees and covenants to cause commencement of the Road Improvements on or before July 15, 2014, and to cause Completion of Construction thereof within twelve (12) months thereafter.

**Article IV**  
**Waterline Improvements**

4.01 **Construction of Waterline Improvements.** Developer agrees to design, construct, and install, as applicable, the Parker Road Waterline Expansion and Southview Drive Waterline Extension in accordance with the applicable standards, ordinances, and regulations adopted by the City (“City Standards”), as depicted on the attached Exhibit “C”. Developer shall submit plans for the design and construction of the Waterline Improvements (“Construction Plans”) to the City for review and approval by the City. Subject to extensions for delay caused by events of Force Majeure and City’s approval of the Approved Plans, Developer agrees to construct the Waterline Improvements. The Developer agrees and covenants to cause commencement of the Parker Road Waterline Expansion on or before July 15, 2014, and to cause Completion of Construction thereof within twelve (12) months thereafter. However, in no instance shall more than forty (40) homes be constructed prior to Completion of Construction of the Waterline Improvement. The Developer agrees and covenants to cause commencement of the Southview Drive Waterline Extension when Developer begins development of the northernmost portion of the Property.

4.02 **Construction Specifications for the Parker Road Waterline Expansion.** Developer and City agree that the Parker Road Waterline Expansion will consist of expanding the existing six inch (6”) water line to a ten inch (10”) waterline along the portion of Parker Road that is adjacent to the Property. In no event shall Developer be responsible for paying for the cost of expanding the waterline along any portion of Parker Road that is not adjacent to the Property.

4.03 **Impact Fee Credits.** Developer shall provide City with proof of the cost of the Parker Road Waterline Expansion, which shall include the design, engineering, material testing, inspection, and construction costs of expanding the waterline from six inches (6”) to ten inches (10”) (the “Waterline Cost”). The proof shall be in the form of contracts and/or invoices reflecting the amount actually paid for the Parker Road Waterline Expansion. The City shall credit the Water Impact Fees applicable to the Property up to the amount of the Waterline Cost (the “Waterline Credit”). The final amount of the Waterline Credit shall be agreed upon by both Parties after completion of the Parker Road Waterline Expansion and established within a secondary letter agreement. If the amount of the Impact Fee Credit exceeds the amount of the Impact Fees actually imposed against the Property, the City shall not be required to pay any remaining or unused portion of the Impact Fee Credit in cash or equivalent to Developer or any other party, or to apply any remaining or unused portion of the Impact Fee Credit against any other fees to be assessed against the Property.

**Article V**  
**Equestrian Trail Dedication**

5.01 **Dedication of Equestrian Trail Space.** Upon acquisition of the Property by Developer or its assigns, Developer agrees dedicate to the City a 30 foot wide strip of land located within the flood plain on the Property (the “Trail Easement”), for purposes of the installation, development, use, and maintenance by the City of an equestrian trail over and across the dedicated area (the “Trail Dedication”).

5.02 Park Fee Reimbursement. As consideration to Developer for the Trail Dedication, City agrees to waive a portion of the Park Fees assessed against the Property or lots on the Property, which waived portion of the Park Fees shall be calculated by multiplying the price per acre paid by Developer for purchase of the Property times the total acreage (rounded to the nearest thousandth decimal place) of the Trail Easement.

**Article VI**  
**Notice**

Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Developer:  
Megatel Homes III, LLC  
5512 W. Plano Parkway, Suite 300  
Plano, Texas 75093

With a copy to:  
Liechty & McGinnis, LLP  
11910 Greenville Avenue, Suite 400  
Dallas, Texas 75243  
Attention: Nathan Entsminger, Esq.

If Notice to Lucas:  
Jeff Jenkins, City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002

With a Copy to:  
Joe Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith  
500 N. Akard  
Suite 1800  
Dallas, Texas 75201

## **Article VII Termination**

This Agreement may be terminated by: (a) the mutual written agreement of the Parties; (b) either Party providing written notice of such termination to the other Party if the other Party breaches any of the material terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of written notice thereof (or, if cure cannot be completed within said time period, if cure of such breach is not commenced within such time period and/or not thereafter diligently and continuously pursued to completion within sixty (60) days after receipt of written notice thereof); (c) by City providing written notice to Developer if Developer suffers an event of bankruptcy or insolvency; (d) by either Party providing written notice to the other Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

## **Article VIII Miscellaneous**

8.01 Assignment of Agreement. This Agreement may be assigned by Developer with the prior written consent of the City which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement may not be assigned, in whole or in part, by the City. Upon the prior written consent of the City, and the execution of an assignment document assigning the rights and obligations of this Agreement to an assignee, the original Developer hereunder shall be fully released from all obligations and liability hereunder from and after the date of the assignment.

8.02 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

8.03 Legal Construction. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

8.04 Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

8.05 Authority. Each of the Parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

8.06 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement.

8.07 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

8.08 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

8.09 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with it legal counsel.

8.10 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

8.11 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties, assignees, lender, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

8.12 Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved on behalf of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

8.13 Governmental Powers; Waiver of Immunity. By its execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights except as to the enforcement of this Agreement.

8.14 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, nor to cause City to be deemed to be a constituent partner of the Developer.

8.15 Legal Construction. In case 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 enforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.16 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

*(signature page to follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Rebecca Mark, Mayor

**Approved as to Form:**

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
(JJG/08-07-13/61701)

**THE STATE OF TEXAS           §**  
  **§**  
**COUNTY OF COLLIN           §**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws if the State of Texas, in such capacity on behalf of such municipal corporation.

\_\_\_\_\_  
Kathy Wingo  
Notary Public, State of Texas



**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**MEGATEL HOMES III, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF COLLIN**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Megatel Homes III, LLC, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT "A"**  
**128.633 ACRES**  
**JAMES ANDERSON SURVEY, No. 17**  
**JOHN MCKINNEY SURVEY, ABSTRACT No. 596**  
**COLLIN COUNTY, TEXAS**

THENCE leaving the southwesterly right-of-way line of said Southview Drive, along the common line of the subject tract and a 2.00 acre tract of land described in a deed to Maile D. Harter, et ux, as recorded in Volume 4645, Page 491 of the Deed Records of Collin County, Texas, the following courses and distances to wit:

South 87°16'23" West, a distance of 168.80 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 01°37'06" East, a distance of 603.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 88°31'09" East, a distance of 410.29 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of said Southview Drive for corner;

THENCE along the southwesterly right-of-way line of said Southview Drive and the easterly line of subject tract the following courses and distances to wit:

South 01°59'27" East, a distance of 518.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°36'16" East, a distance of 413.18 feet to a 5/8-inch iron rod with "KHA" cap set for the northern corner of a corner clip at the intersection of said Southview Drive and Parker Road;

THENCE South 44°41'48" West, along said corner clip, a distance of 66.46 feet to a 5/8-inch iron rod with "KHA" cap set for the south corner of said corner clip;

THENCE leaving said corner clip, along the northerly right-of-way line of said Parker Road and the southerly line of said 127.600 acre tract the following courses and distances to wit:

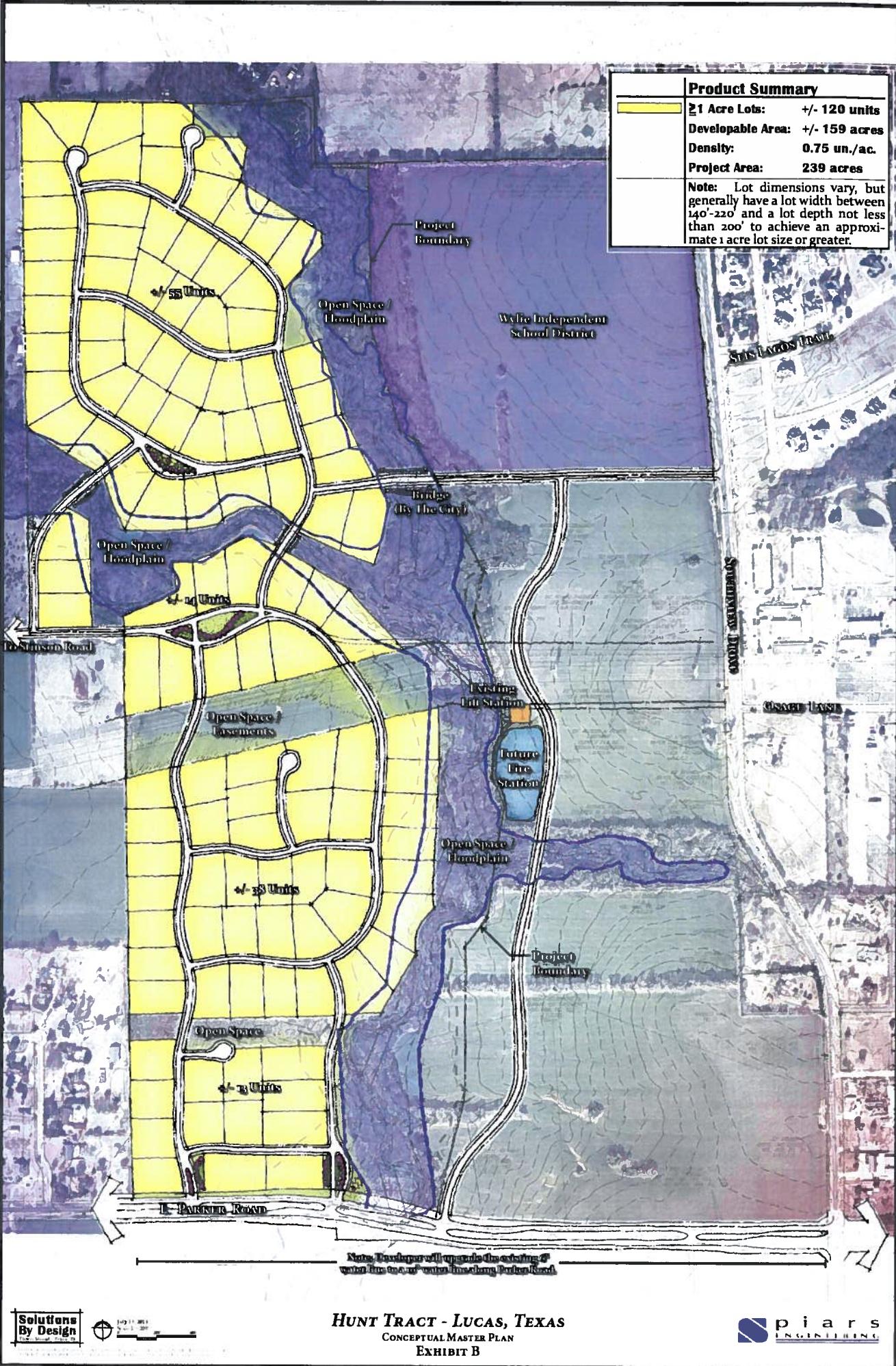
North 89°53'12" West, a distance of 1047.65 feet to a 5/8 inch iron rod with "KHA" cap set for corner

South 89°38'48" West, a distance of 512.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°09'00", a radius of 1860.03 feet and a chord bearing and distance of North 84°46'42" West, 361.40 feet;

Northwesterly, along said curve to the right, an arc length of 361.97 feet to a 5/8 inch iron rod with "KHA" cap set for corner

North 78°12'12" West, a distance of 106.44 feet to the POINT OF BEGINNING and containing 128.633 acres or 5,603,244 square feet of land, more or less.

**EXHIBIT "B"**  
**CONCEPT PLAN**



Product Summary	
±1 Acre Lots:	+/- 120 units
Developable Area:	+/- 159 acres
Density:	0.75 un./ac.
Project Area:	239 acres
<b>Note:</b> Lot dimensions vary, but generally have a lot width between 140'-220' and a lot depth not less than 200' to achieve an approximate 1 acre lot size or greater.	

**EXHIBIT "C"**  
**DEPICTION**

# 128.633 - ACRE TRACT OF LAND DEPICTION

