



**PUBLIC NOTICE**  
**City Council Regular Meeting**  
**August 7, 2014, 7:00 PM**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a City Council Regular Meeting of the City Council of the City of Lucas will be held on Thursday, August 7, 2014. The meeting will begin at 7:00 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.

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. **[Fisher/Foerster]**

### **Public Hearing(s)**

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.

- 3) Public Hearing/Discuss and consider the annexation of a 9.474 acre tract of land out of the Montgomery Birch Survey, Abstract 115, Collin County, Texas, being approximately 9.474 ± acre tract from the remainder 39.73 acre tract of land as deeded to Owen George and recorded in Volume 550, Page 165 of the Deed Records of Collin County, Texas (DRCCT), and located along E. Lucas Road. **[This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on August 21, 2014.] [Hilbourn]**
- 4) Public Hearing/Discuss and consider the annexation of a tract of land an approximately 10 acre ± tract of land BEGINNING at a roome capped 1/2 inch iron rod found in the southeast right-of-way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT. **[This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on August 21, 2014.] [Hilbourn]**
- 5) Public Hearing/Discuss and consider the annexation of an approximately 10 acre ± tract of land commencing for reference at a right-of-way monument found marking the northwest corner of said 28.9936 acre tract, said corner also being the intersection of the southeast Right of Way line of FM 3286 with the east right-of-way line of County Road 391, THENCE with the southeast right-of-way

line of FM 3286 and the northwest line of said 28.9936 acre tract, more fully described in the packet. **[This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on August 21, 2014.] [Hilbourn]**

- 6) Public Hearing/Discuss and consider the approval of **Ordinance # 2014-08-00782** of the City of Lucas, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, by granting a Specific Use Permit (SUP) to allow for the operations of a drive-through on 1.478 acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition, and being more particularly described in Exhibit “A” attached hereto; providing for approval of the site plan attached hereto as Exhibit “B”; providing a repealing clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date. **[Starbucks, this is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held by the Planning & Zoning Commission on July 10, 2014] [Hilbourn]**
- 7) Public Hearing/Discuss and consider the approval of **Ordinance # 2014-08-00783** of the City of Lucas, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, by granting a Specific Use Permit (SUP) to allow for the operations of a drive-through on 1.478 acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition, and being more particularly described in Exhibit “A” attached hereto; providing for approval of the site plan attached hereto as Exhibit “B”; providing a repealing clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date. **[Wendy’s, this is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup>**

**Public Hearing was held by the Planning & Zoning Commission  
on July 10, 2014] [Hilbourn]**

**Consent Agenda**

The Consent Agenda is used to increase the efficiency of time. All items listed under the Consent Agenda may be considered by a single motion, second and passage by a majority vote of the Council present at the time of consideration. Any member of Council may remove an item from the Consent Agenda prior to a motion to act upon the agenda.

8) Consent and Approve:

- a) The minutes from the July 17, 2014 City Council and the July 22, 2014 Joint Budget Workshop Meeting of the City Council and the Lucas Fire Control Prevention & EMS District meetings. [**Wingo**]
- b) **Ordinance # 2014-08-00784** of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the City so as to include said hereinafter described territory within the City's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [**Willow Springs Middle School, 30 acre tract**]
- c) **Ordinance # 2014-08-00785** of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the City so as to include said hereinafter described territory within the City's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the

inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [**Oakbrook Estates, 25.950 acre tract**]

- d) **Ordinance # 2014-08-00786** of the City Council of the City of Lucas, Collin County, Texas, amending the Lucas Code of Ordinances by amending Chapter 14 “Zoning” by amending Article 14.04 “Supplementary Regulations” by amending Division 2 “Off-Street Parking and Loading” by adding Article 14.04.039 “Off-Site Parking Requirements” providing regulations for off-site parking; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense; and providing for an effective date. [**Off-Site Parking Regulations**]
- e) An amendment to the contract with Lucas Municipal Judge Huffman regarding requirements and compensation and authorize the Mayor to execute the agreement. [**Meehan**]
- f) A Baxter Information Technology Consulting Services professional services agreement between the City of Lucas and Baxter IT and authorize the City Manager to execute said agreement. [**Foerster**]
- g) The purchase of Opticom activated fire station flashing signs as part of the RTR W Lucas Road/Country Club Intersection Project; and authorize the Mayor to purchase the signs in the amount of \$24,427.92 from Consolidated Traffic Controls, Inc.

## **Regular Agenda**

- 9) Discuss and consider the approval of the Utility Billing Administrative Guidelines. [**Moody**]
- 10) Discuss and consider the proposed City of Lucas' Tax Rate for Fiscal Year 2014 – 2015. [**Exum**]
- 11) Discussion only for the proposed City of Lucas' Budget for Fiscal Year 2014 – 2015. [**Exum**]
- 12) Discuss and consider the approval of site plan for Lot 3 of the Lucas Wal-Mart Addition a tract of land containing 1.478 acres of land, with proposed site containing two commercial buildings; one being a 1,752 square feet a Starbucks with a drive through, and a 3,485 square feet a Wendy's restaurant with a drive through. [**Hilbourn**]
- 13) Discuss and consider a minor plat application submitted by Sarah Colter for Abs A0824 Jas M Snider Survey, Tract 10, 4.098 acres and Abs A0824 Jas M Snider Survey, Tract 41, 4.0 acres otherwise known as 1125 Country Club Road. [**Hilbourn**]
- 14) Discuss and consider a request by Steve Lenart at staffs request for a development agreement for between the city of Lucas and CDAG Lewis Park LLC. The agreement is regarding dedication of 5.5 acres of land to the city for parks in consideration for number of lots and parks fees. [**Hilbourn**]
- 15) Discuss and consider accepting or rejecting the single bid for the Estates Parkway construction between Angel Parkway and Lovejoy High School. [**Foerster**]
- 16) Discuss and consider entering into an agreement with the International City/County Management Association's Center for Public Safety Management to perform a comprehensive assessment of Lucas Fire Department, appropriate \$27,000 from the general

fund unrestricted reserves and authorize the City Manager to execute the agreement. **[Clarke]**

17) Discussion and action regarding the method and process used to conduct market surveys and the establishment of criteria to be used to identify benchmark cities. **[Clarke/Meehan]**

18) Discuss and consider the status of the Crown Victoria patrol vehicle that was used by the Collin County deputy on assignment with the City of Lucas and provide guidance to staff regarding its future use. **[Clarke]**

19) Discuss and consider the process for upcoming Boards & Commission appointments. **[Mark]**

20) 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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<b>Approval</b>
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Approved by: Mayor Rebecca Mark, August 1, 2014.

<b>Certification</b>
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*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 1, 2014, 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 7, 2014

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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 Joni Clarke

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Director Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth



**City of Lucas  
Council Agenda Request  
Meeting Date: August 7, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Citizen's Input.

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

N/A

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A



**City of Lucas  
Council Agenda Request  
Meeting Date: August 7, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Items of Community Interest:

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [**Fisher/Foerster**]

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

N/A

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A



**City of Lucas**  
**City Council Agenda Request**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the unilateral annexation of a 9.474 acre tract of land out of the Montgomery Birch Survey, Abstract 115, Collin County, Texas, being the remainder of a 39.73 acre tract of land as deeded to Owen George and recorded in Volume 550, Page 165 of the Deed Records of Collin County, Texas (DRCCT), and located along E. Lucas Road.

**Background Information:**

This parcel is where the Burch Fireworks stand is located on E. Lucas Road.

Staff has brought forward this request for annexation to help control concerns about the use of fireworks in the city's ETJ as well as to help control development. These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**Attachments/Supporting Documentation:**

1. Public notice
2. Legal Description
3. Depiction

**Budget/Financial Impact:**

None

**Recommendation:**

Approve as presented.

**Motion:**

No action require, this is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on August 21, 2014.

## EXHIBIT "A"

CITY OF LUCAS, TEXAS  
ANNEXATION LANDS  
OWEN GEORGE TRACT

## DESCRIPTION

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract;

THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

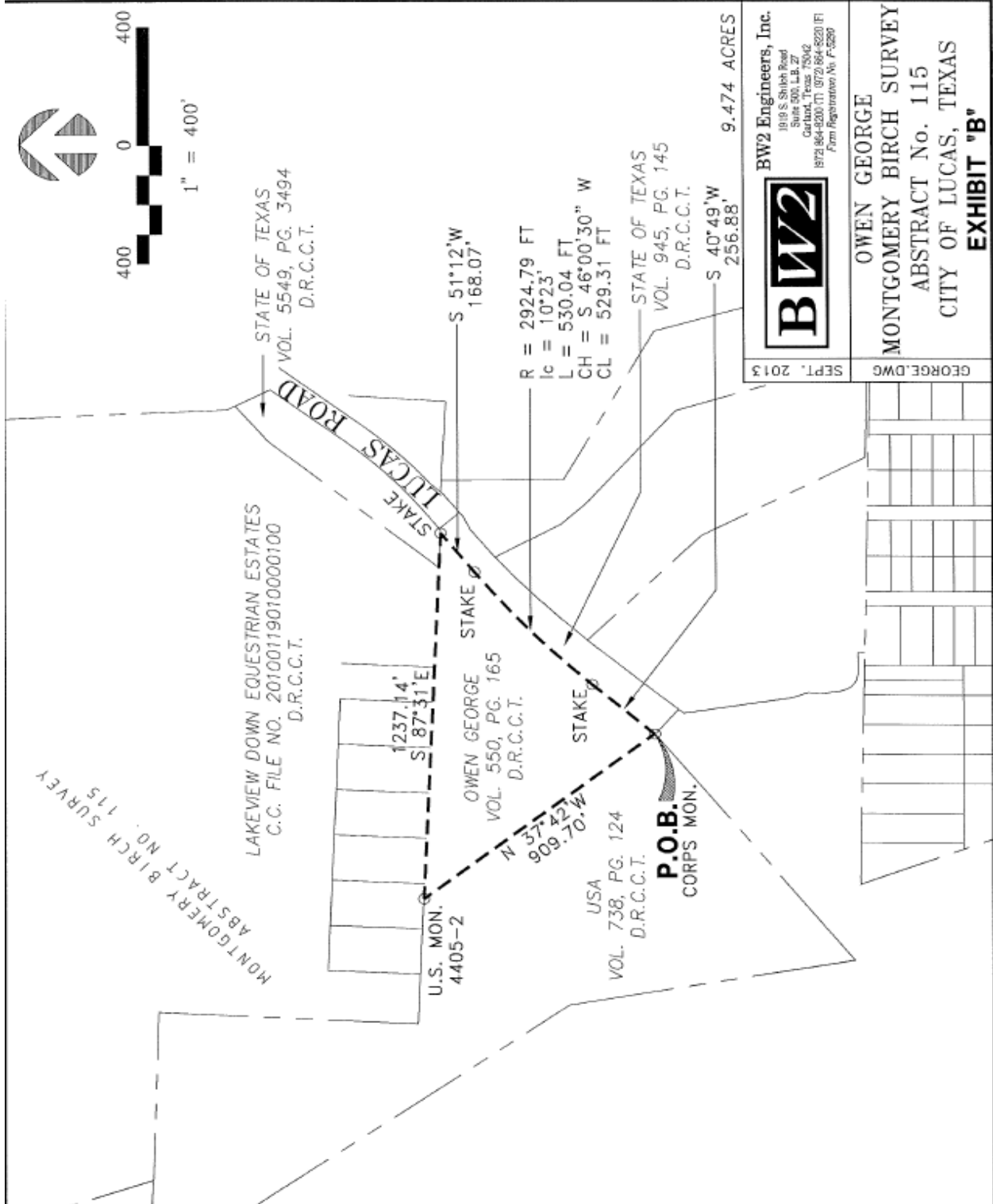
## NOTES:

THIS DESCRIPTION IS BASED ON RECORD INFORMATION. THE BEARINGS, DISTANCES, AND MONUMENT STATUS HAS NOT BEEN VERIFIED BY A FIELD SURVEY.

USA DOCUMENT (738/124) AND TxDOT DOCUMENT (945/149) ARE ON THE SAME BEARING BASIS.

ALL BEARINGS FOR THE ORIGINAL OWEN GEORGE DOCUMENT (550/165) ARE ROTATED CLOCKWISE 2°29'.

# Exhibit B Depiction Owen George Tract



 <p><b>BW2</b> BW2 Engineers, Inc. 1918 S. Shiloh Road Suite 300, L.B. 27 Carroll, Texas 75042 1872 864-8301 / 1872 864-8320 (F) Form Registration No. P-3250</p>	<p>OWEN GEORGE MONTGOMERY BIRCH SURVEY ABSTRACT No. 115 CITY OF LUCAS, TEXAS <b>EXHIBIT 'B'</b></p>
<p>SEP. 2013</p>	<p>GEORGE.DWG</p>



## NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two Public Hearings regarding the unilateral annexation of the property hereinafter described. The first Public Hearing will begin at **7:00 PM on August 7, 2014**, and a second Public Hearing will begin at **7:00 PM on August 21, 2014**. Both Public Hearings 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, known as the Owens Tract and further described as follows:

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract;



THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 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, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

*Kathy Wingo*, TRMC, MMC  
City Secretary



**City of Lucas**  
**City Council Agenda**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the annexation of a tract of land an approximately 10 acre ± tract of land BEGINNING at a roome capped 1/2 inch iron rod found in the southeast right-of-way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT.

**Background Information:**

This parcel was brought forward to council at a previous council meeting to ask for direction on moving forward with annexation Council agreed with a 5-2 vote to move forward with unilateral annexation. This tract is where the fireworks are detonated for the Bullard brother's fireworks stand.

**Attachments/Supporting Documentation:**

1. Public Notice.
2. Legal Description
3. Depiction

**Budget/Financial Impact:**

None

**Recommendation:**

Approve as presented

**Motion:**

No action required, this is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on August 21, 2014.

## Exhibit A

### Legal Description Pattassery Tract

COMMENCING FOR REFERENCE at a Right of Way monument found marking the northwest corner of said 28.9936 acre tract, said corner also being the intersection of the southeast Right of Way line of FM 3286 with the east Right of Way line of County Road 391;

THENCE with the southeast Right of Way line of FM 3286 and the northwest line of said 28.9936 acre tract as follows:

North 40°37'13" East, 341.70 feet to a broken concrete Right of Way monument found marking the beginning of a curve to the right;

Northeasterly along said curve, having a central angle of 00°57'13", with a radius of 2804.83 feet, for an arc distance of 46.68 feet (chord = North 41°16'16" East, 46.58 feet) to a Roome capped 1/2 inch iron rod set marking the POINT OF BEGINNING and the northwest corner of the premises herein described;

THENCE northeasterly with the curving southeast Right of Way line of FM 3286 and the northwest line of said 28.9936 acre tract, a curve to the right having a central angle of 07°56'01" with a radius of 2804.83 feet, for an arc distance of 388.28 feet (chord = North 45°43'53" East, 388.07 feet) to a Roome capped 1/2 inch iron rod set marking the most northerly northeast corner o said premises:

THENCE with an easterly line of said premises as follows:

South 28°12'00" East, 233.09 feet to a Roome capped 1/2 inch iron rod set for corner;

South 42°02'53" East, 108.66 feet to a Roome capped 1/2 inch iron rod set for corner:

South 48°08'33" East, 417.96 feet to a Roome capped 1/2 inch iron rod set for corner;

South 16°36'29" East, 633.63 feet to a Roome capped 1/2 inch iron rod set marking the southeast corner of said premises in the north Right of Way line of County Road 391 and the south lie of said 28.9936 acre tract;

THENCE with the north Right of Way line of County Road 391, the South line of said 28.9936 acre tract and the South line of said premises as follows:

North 88°25'35" West, 13.05 feet to a bois'd arc fence post for corner;

North 87°47'44" West, 329.98 feet to a Roome capped 1/2 inch iron rod set marking the southwest corner of said premises;

THENCE with the southwesterly line of said premises as follows;

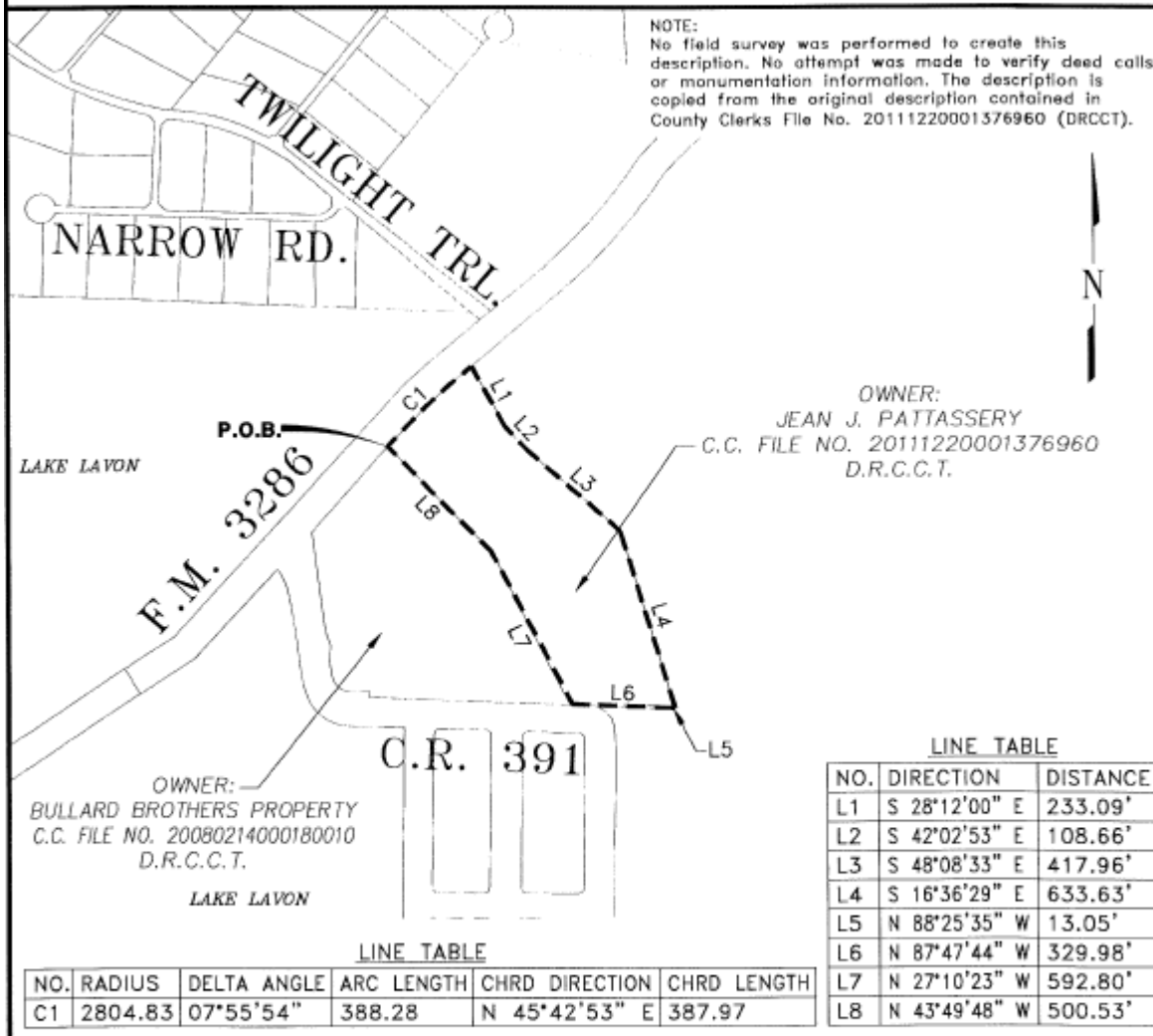
North 27°10'23" West, 592.80 feet to a Roome capped 1/2 inch iron rod set for corner;

North 43°49'48" West, 500.53 feet to the POINT OF BEGINNING, and containing 10 acres of land, more or less.

# Exhibit B Pattassery Parcel

## Depiction Owners Property

SURVEY: MONTGOMERY BIRCH SURVEY, ABSTRACT No. 115	<b>ANNEXATION JEAN J. PATTASSERY CITY OF LUCAS, TEXAS</b>
LOCATION: LUCAS, COLLIN COUNTY, TEXAS	
<b>PLAT OF EXHIBIT 'A': 10.00 ACRE ANNEXATION AREA</b>	
NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)	



<p style="font-size: x-small;">LOCATION MAP OF AREA - N.T.S.</p>	<p style="font-size: x-small;"><b>BW2 ENGINEERS, INC.</b> 1919 S. Shiloh Road Suite 500, L.R. 27 Garland, Texas 75042 (972) 864-8200 (T) (972) 864-8220 (F) Firm Registration No. F-5290</p>	<p>scale      1" = 500'      feet</p>
BW2 JOB NO: 14-1658      DRAWN BY: BW2	DATE: JUNE, 2014      CHECKED BY: BW2      J:\14-1658\DRAWINGS\EASEMENTS\PARCEL30.DWG      PAGE 3 OF 3	



## NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND

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I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

*Kathy Wingo*, TRMC, MMC  
City Secretary





**City of Lucas**  
**City Council Agenda**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the annexation of an approximately 10 acre ± tract of land commencing for reference at a right-of-way monument found marking the northwest corner of said 28.9936 acre tract, said corner also being the intersection of the southeast Right of Way line of FM 3286 with the east right-of-way line of County Road 391, THENCE with the southeast right-of-way line of FM 3286 and the northwest line of said 28.9936 acre tract, more fully described in the packet.

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**Attachments/Supporting Documentation:**

1. Public Notice.
2. Legal Description
3. Depiction

**Budget/Financial Impact:**

None

**Recommendation:**

Approve as presented.

**Motion:**

No action, this is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on August 21, 2014.



## NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two Public Hearings regarding the unilateral annexation of the property hereinafter described. The first Public Hearing will begin at **7:00 PM on August 7, 2014**, and a second Public Hearing will begin at **7:00 PM on August 21, 2014**. Both Public Hearings 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, commonly known as the Bullard Brothers tract, and described as follows:

BEGINNING at a Roome capped 1/2 inch iron rod found in the southeast Right of Way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT;

THENCE with the westerly line of said 10.00 acre tract and the easterly line of said premises as follows:

South 43°49'48" East, 500.53 feet to a Roome capped 1/2 inch iron rod found;  
South 26°03'31" East, 575.14 feet to a Roome capped 1/2 inch iron rod found marking the southwest corner of said 10.00 acre tract;

THENCE with the south line of said 10.00 acre tract and a north line of said premises, South 87°47'44" East, 340.05 feet to a Roome capped 1/2 inch iron rod found marking the most easterly northeast corner of said premises and an interior corner of said 10.00 acre tract;

THENCE with a west line of said 10.00 acre tract and the most easterly east line of said premises, South 05°44'16" East, 10.00 feet to a Roome capped 1/2 inch iron rod found marking the most southerly southwest corner of said 10.00 acre tract, the southeast corner of said premises and being in a south line of the aforementioned 28.9936 acre tract;

THENCE with a south line of said 28.9936 acre tract, said premises, and partway along the north Right of Way line of County Road 391, North 87°47'44" west, 1002.57 feet to a point for corner from which a Government Monument found for reference bears North 01'00'45" East, 7.23 feet;

THENCE with a common line of said premises and the northeasterly and easterly Right of Way line of County Road 391 (County Road Relocation No. 25) as follows;

THENCE 01°00'45" East, passing at 7.32 feet said Government Monument and continuing for a total distance of 21.79 feet to a Government Monument found;

North 89°05'11" West, 67.20 feet to a Government monument found marking the beginning of a curve to the right;

Northwesterly along said curve having a central angle of 81°36'43", with a radius of 60.00 feet for an arc distance of 85.48 feet(chord = North 48°20'58" West, 78.42 feet) to a government 4403-02-4 found marking the end of said curve;

North 07°33'57" West, 53.97 feet to Government Monument 4403-2-5 found, North 03°47'23" East, 51.08 feet to Government Monument 4403-2-6 found, North 18°50'43" West, 50.99 feet to Government Monument found; North 07°41'10" West, 343.25 feet to a Right of Way Monument found marking the intersection of east Right of Way line of County Road 391 with the southeasterly Right of Way line of FM 3286 and being the most westerly Northwest corner of herein described premises;

THENCE with the northerly line of said premises and the southeasterly Right of Way line of FM 3286 as follows;

North 40°37'13" East, 341.70 feet to a broken concrete Right of Way line Monument found marking the beginning of a curve to the right; Northeasterly along said curve having a central angle of 00°57'13", with a radius of 2804.83 feet, for an arc distance of 46.68 feet (chord = North 41°16'16" East, 46.68 feet) to the POINT OF BEGINNING, and containing 10.682 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, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

*Kathy Wingo*, TRMC, MMC  
City Secretary

## Exhibit A

### Legal Description Bullard Brothers Property

BEGINNING at a Roome capped 1/2 inch iron rod found in the southeast Right of Way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT;

THENCE with the westerly line of said 10.00 acre tract and the easterly line of said premises as follows:

South 43°49'48" East, 500.53 feet to a Roome capped 1/2 inch iron rod found; South 26°03'31" East, 575.14 feet to a Roome capped 1/2 inch iron rod found marking the southwest corner of said 10.00 acre tract;

THENCE with the south line of said 10.00 acre tract and a north line of said premises, South 87°47'44" East, 340.05 feet to a Roome capped 1/2 inch iron rod found marking the most easterly northeast corner of said premises and an interior corner of said 10.00 acre tract;

THENCE with a west line of said 10.00 acre tract and the most easterly east line of said premises, South 05°44'16" East, 10.00 feet to a Roome capped 1/2 inch iron rod found marking the most southerly southwest corner of said 10.00 acre tract, the southeast corner of said premises and being in a south line of the aforementioned 28.9936 acre tract;

THENCE with a south line of said 28.9936 acre tract, said premises, and partway along the north Right of Way line of County Road 391, North 87°47'44" west, 1002.57 feet to a point for corner from which a Government Monument found for reference bears North 01°00'45" East, 7.23 feet;

THENCE with a common line of said premises and the northeasterly and easterly Right of Way line of County Road 391 (County Road Relocation No. 25) as follows;

THENCE 01°00'45" East, passing at 7.32 feet said Government Monument and continuing for a total distance of 21.79 feet to a Government Monument found;

North 89°05'11" West, 67.20 feet to a Government monument found marking the beginning of a curve to the right;

Northwesterly along said curve having a central angle of 81°36'43", with a radius of 60.00 feet for an arc distance of 85.48 feet(chord = North 48°20'58" West, 78.42 feet) to a government 4403-02-4 found marking the end of said curve;

North 07°33'57" West, 53.97 feet to Government Monument 4403-2-5 found, North 03°47'23" East, 51.08 feet to Government Monument 4403-2-6 found, North 18°50'43" West, 50.99 feet to Government Monument found;

North  $07^{\circ}41'10''$  West, 343.25 feet to a Right of Way Monument found marking the intersection of east Right of Way line of Count Road 391 with the southeasterly Right of Way line of FM 3286 and being the most westerly Northwest corner of herein described premises;

THENCE with the northerly line of said premises and the southeasterly Right of Way line of FM 3286 as follows;

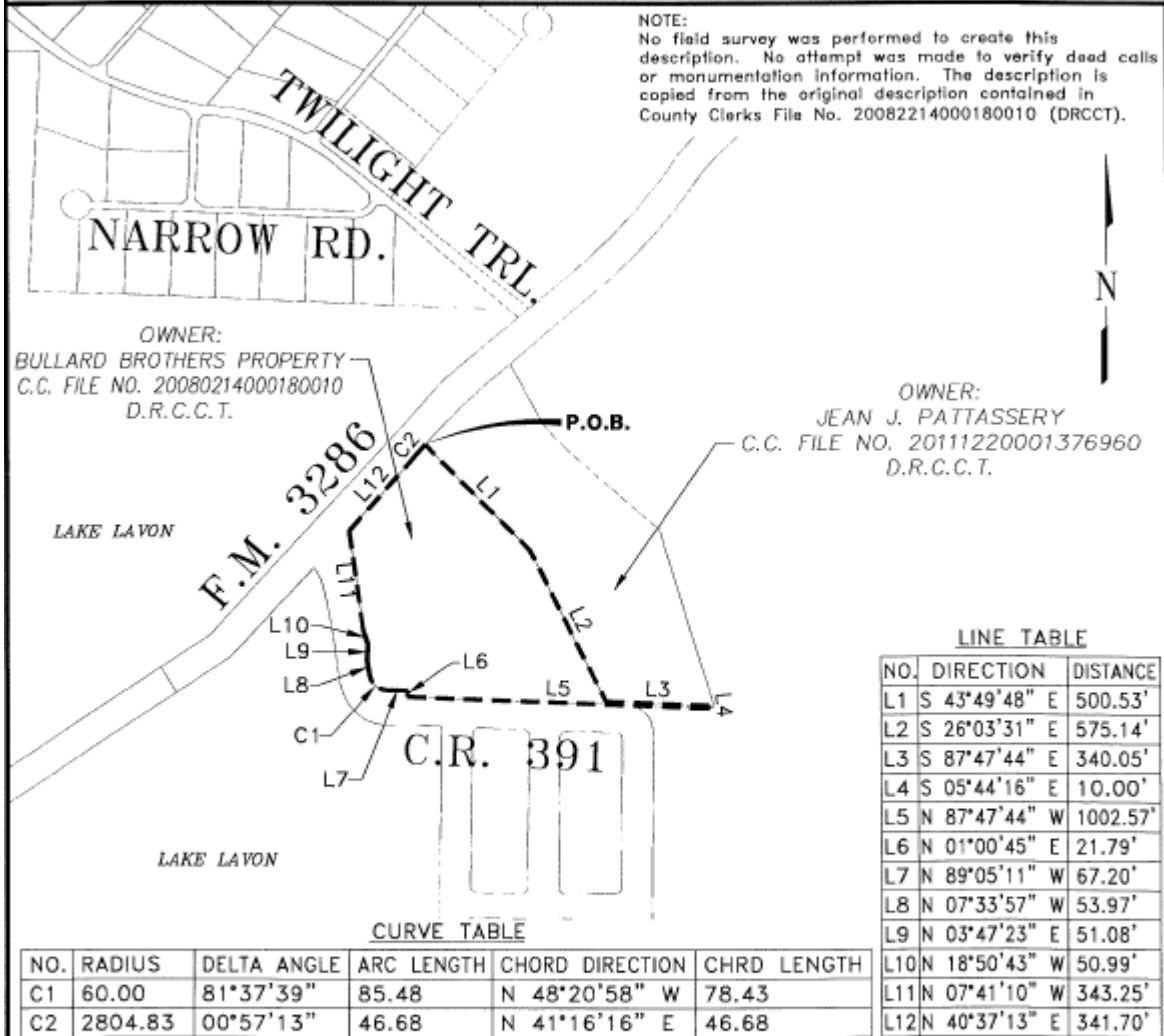
North  $40^{\circ}37'13''$  East, 341.70 feet to a broken concrete Right of Way line Monument found marking the beginning of a curve to the right;  
Northeasterly along said curve having a central angle of  $00^{\circ}57'13''$ , with a radius of 2804.83 feet, for an arc distance of 46.68 feet (chord = North  $41^{\circ}16'16''$  East, 46.68 feet) to the POINT OF BEGINNING, and containing 10.682 acres of land

# Exhibit B

## Depiction Bullard Brothers Property

SURVEY: MONTGOMERY BIRCH SURVEY, ABSTRACT No. 115	<b>ANNEXATION BULLARD BROTHERS PROPERTY CITY OF LUCAS, TEXAS</b>
LOCATION: LUCAS, COLLIN COUNTY, TEXAS	
<b>PLAT OF EXHIBIT 'A': 10.682 ACRE ANNEXATION AREA</b>	

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)



**BW2 ENGINEERS, INC.**  
 1919 S. Shiloh Road  
 Suite 500, L.B. 27  
 Garland, Texas 75042  
 (972) 864-8200 (T) (972) 864-8220 (F)  
 Firm Registration No. F-5290

500      0      500      1000

scale      1" = 500'      feet



**City of Lucas  
Council Agenda  
Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the approval of **Ordinance # 2014-08-00782** of the City of Lucas, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, by granting a Specific Use Permit (SUP) to allow for the operations of a drive-through on 1.478 acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition, and being more particularly described in Exhibit "A" attached hereto; providing for approval of the site plan attached hereto as Exhibit "B"; providing a repealing clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

**Background Information:**

The City of Lucas Code of Ordinances requires all businesses with a drive through to have an approved Specific Use Permit (SUP). This tract of land is an out parcel of Wal-Mart.

**Attachments/Supporting Documentation:**

1. Ordinance
2. Site plan
3. Elevations

**Budget/Financial Impact:**

Increased revenue for the general fund through property taxes and sales tax.  
Increased revenue to the water fund through water use.

**Recommendation:**



Planning & Zoning Commission recommended approval at the July 10, 2014 meeting with the following condition(s): Monument sign, if any, has a frame in the shape of an L with horses and a Texas Star, similar to that of Murphy Express.

**Motion:**

I make a Motion to recommend **approval/denial Ordinance # 2014-08-00782** of the City of Lucas, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, by granting a Specific Use Permit (SUP) to allow for the operations of a drive-through on 1.478 acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition.

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

**ORDINANCE # 2014-08-00782**  
**[Special Use Permit for Starbucks Drive-Through Located  
on Lot 3 of the Lucas Wal-Mart Addition]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF A DRIVE-THROUGH ON A 1.478 ACRE TRACT OF LAND OUT OF THE WILLIAM SNIDER SURVEY, ABSTRACT NUMBER 821, CITY OF LUCAS, COLLIN COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS LOT 3 OF THE LUCAS WAL-MART ADDITION, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the ordinances of the City of Lucas, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as previously amended, should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a Special Use Permit to allow for the operation of a drive-through on a 1.478-acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, subject to the following special conditions:

- (1) The Property shall be developed in accordance with the site plan attached hereto as Exhibit "B" and made part hereof for all purposes;
- (2) The Property shall only be used as a drive-through for Starbucks;
- (3) The hours of operation shall be seven days a week from: 5:00 a.m. until 12:00 midnight.

**SECTION 3.** To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>TH</sup> DAY OF AUGUST, 2014.**

APPROVED:

---

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph J. Gorfida, Jr., City Attorney  
(06-02-14/66451)

---

Kathy Wingo, TRMC, MMC, City Secretary

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

Being a tract of land situated in the William Snider Survey, Abstract No. 821, Collin County, Texas and being all of Lot 3, Block A, Wal-Mart Lucas Addition, an addition to the City of Lucas, as recorded in Book 2012, Page 457, Plat Records, Collin County, Texas and being a portion of those tracts of land described in a deed to Wal-Mart Real Estate Business Trust recorded in Instrument No. 20111111001226530 and Instrument No. 20111111001226540, all in Land Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "x" cut in concrete found for the northwest corner of Lot 3, Block A, Wal-Mart Lucas Addition;

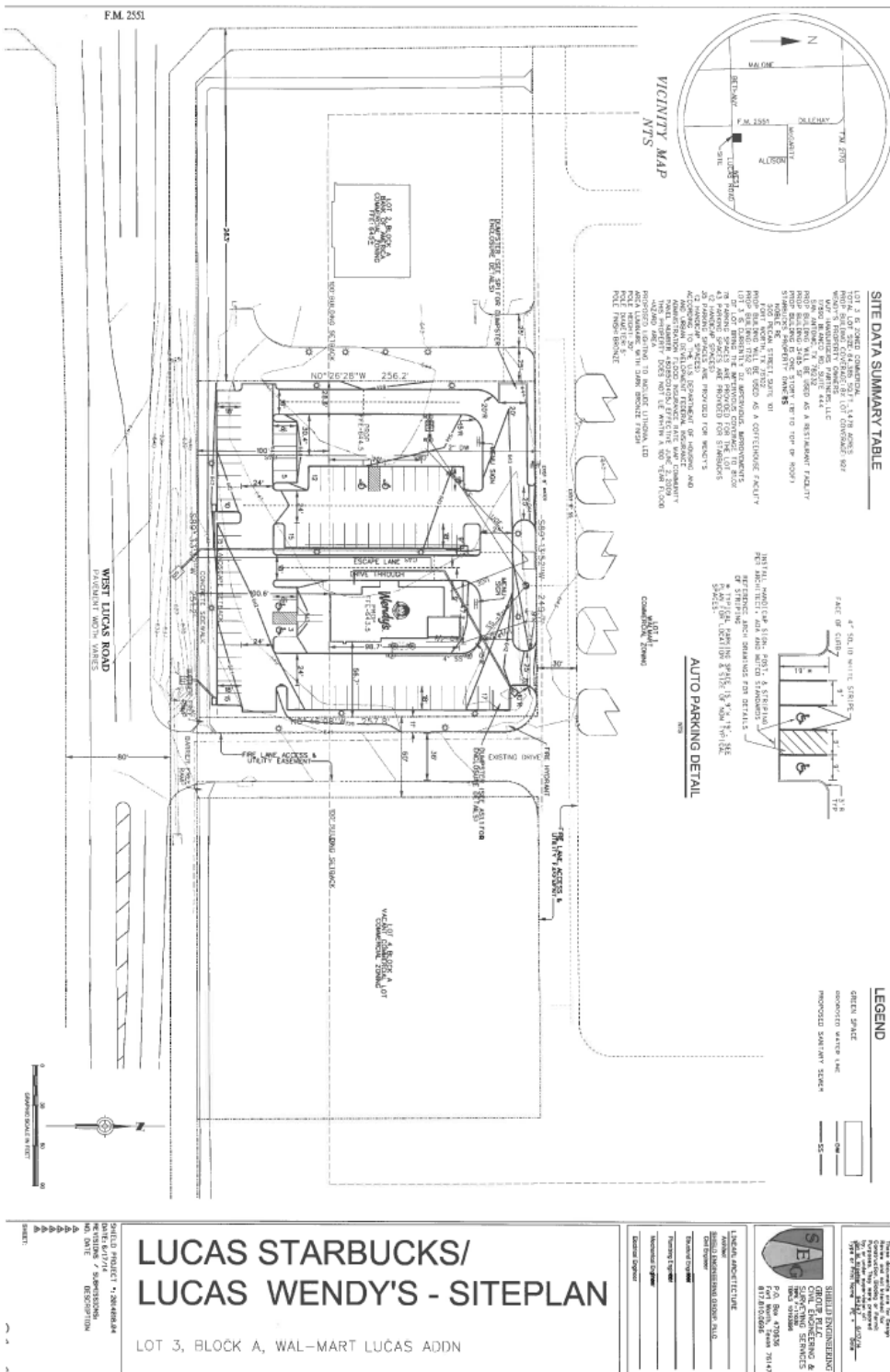
THENCE N 89°13'09" E (record bearing N 89°13'52" E), 249.76 feet to an "x" cut in concrete found;

THENCE S 00°46'53" E (record bearing S 00°46'08" E), 257.75 feet to an "x" cut in concrete found;

THENCE S 89°32'49" W (record bearing S 89°33'32" W), 251.23 feet to an "x" cut in concrete found;

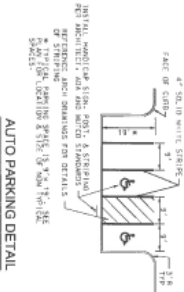
THENCE N 00°27'13" W (record bearing N 00°26'28" W), 256.32 feet to the POINT OF BEGINNING and containing 64,384 square feet, or 1.478 acres of land, more or less.

# EXHIBIT "B" SITE PLAN



**SITE DATA SUMMARY TABLE**

LOT 3 & 4 COMBINATION  
 1.21 ACRES  
 LOT 3 & 4 COMBINATION  
 1.21 ACRES  
 200' FRONT SETBACK  
 20' SIDE SETBACK  
 20' REAR SETBACK  
 5' INTERIOR CORNER  
 10' INTERIOR CORNER  
 20' INTERIOR CORNER  
 10' INTERIOR CORNER



**LEGEND**

- GREEN SPACE
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING
- PROPOSED

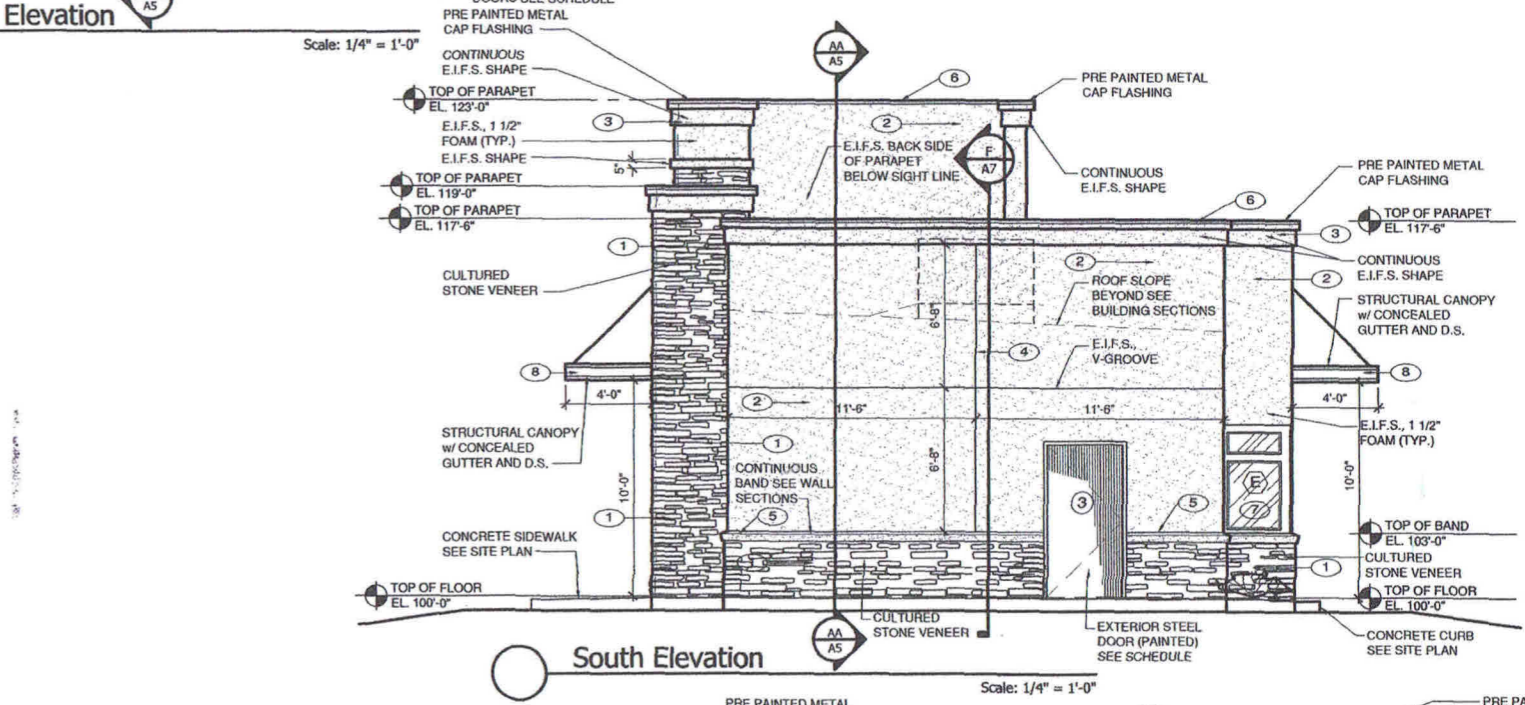
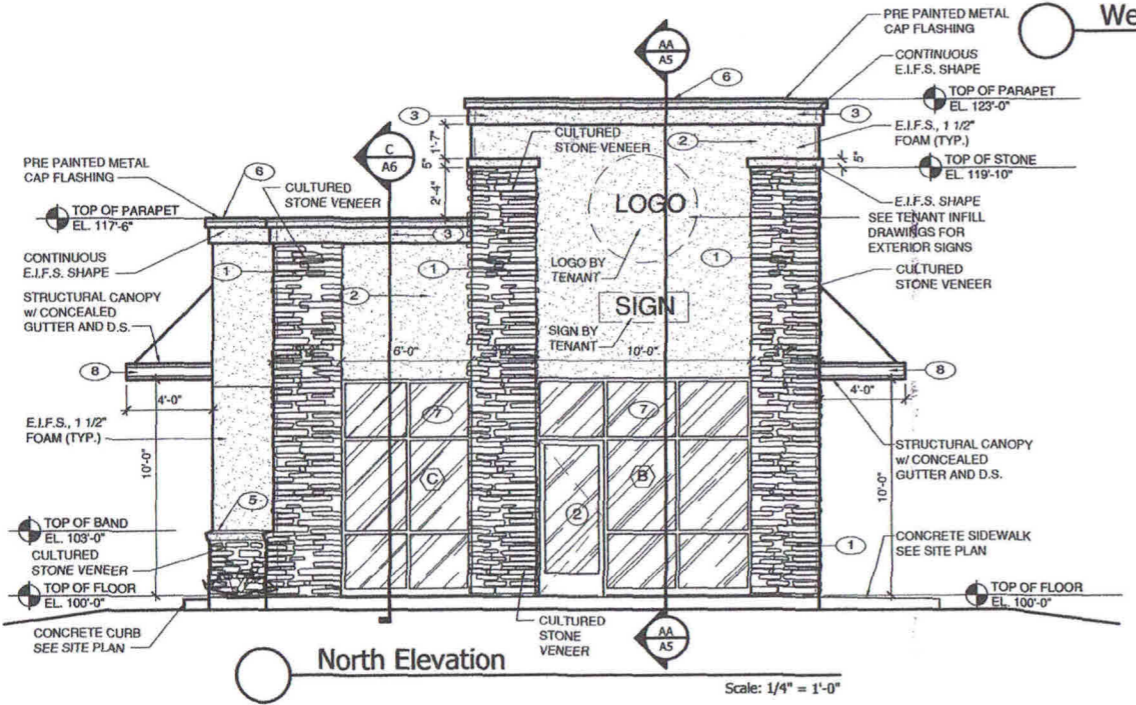
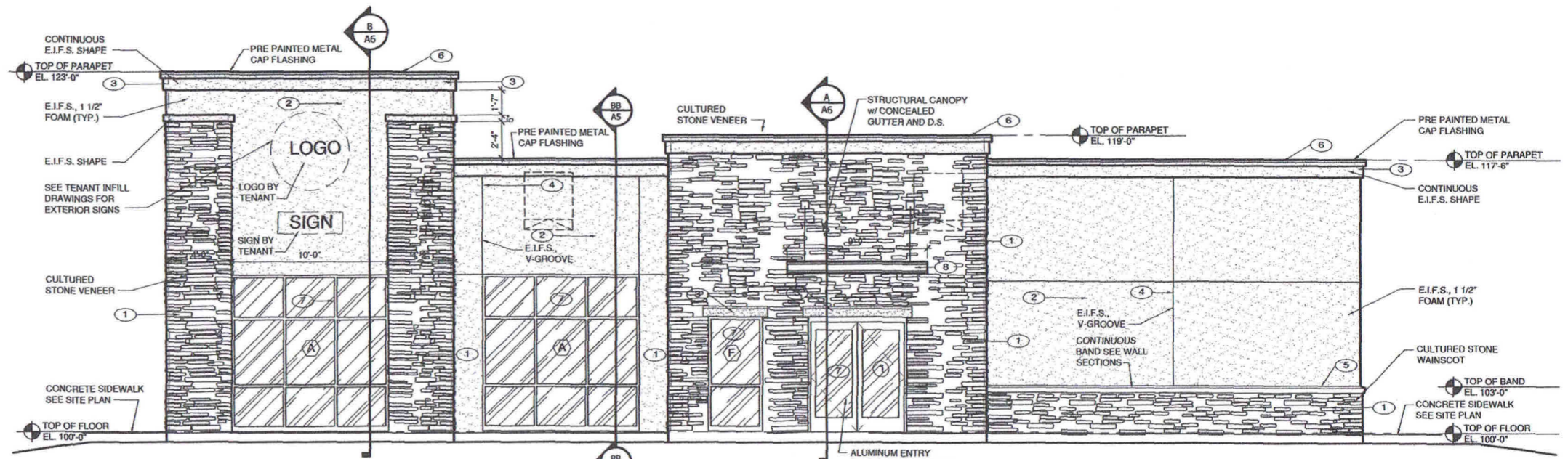
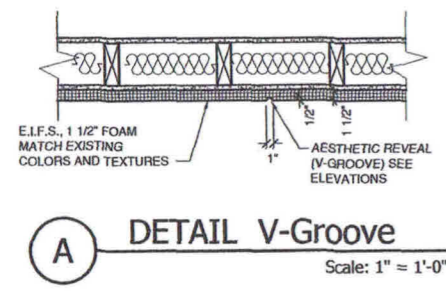
## LUCAS STARBUCKS/ LUCAS WENDY'S - SITEPLAN

LOT 3, BLOCK A, WAL-MART LUCAS ADDN

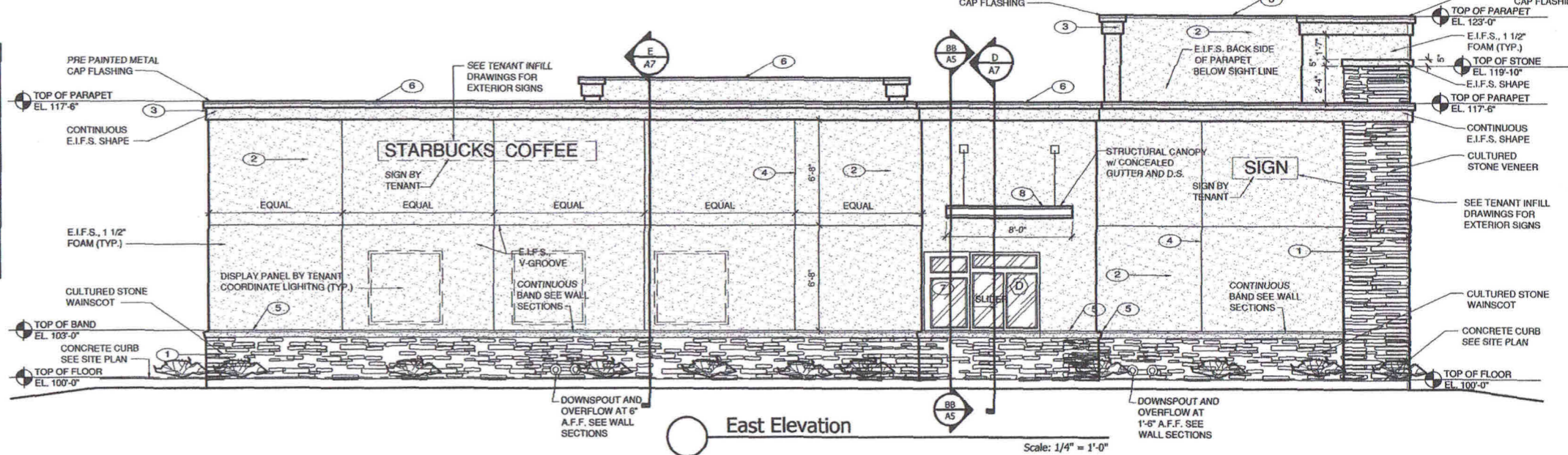
**PREPARED BY:** SHILB ENGINEERING  
**DATE:** 8/14/14  
**PROJECT:** LUCAS STARBUCKS/ WENDY'S

**SCALE:** 1/8" = 10'

**DESIGNED BY:** [Name]  
**CHECKED BY:** [Name]  
**DATE:** 8/14/14



Mk.	Material	Manufacturer - Color
1	CULTURED STONE	STONECRAFT INDUSTRIES, FIELDSTONE, WARM SPRINGS
2	E.I.F.S. FIELD	DAPPER TAN P544 SW6144
3	E.I.F.S. SHAPES	BRAINSTORM BRONZE P533 SW7033
4	E.I.F.S. V-GROOVE	3/4" AESTHETIC REVEAL
5	E.I.F.S. BANDING	BRAINSTORM BRONZE P533 SW7033
6	METAL COPING	BRONZE MATCH E.I.F.S. CORNICE
7	ALUM. STOREFRONT	KAWNEER-451T VG BRONZE
8	METAL AWNING	BRONZE MATCH E.I.F.S. CORNICE
9	WOOD TRELLIS	BRONZE MATCH E.I.F.S. CORNICE





**City of Lucas**  
**City Council Agenda**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the approval of **Ordinance # 2014-08-00783** of the City of Lucas, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, by granting a Specific Use Permit (SUP) to allow for the operations of a drive-through on 1.478 acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition, and being more particularly described in Exhibit "A" attached hereto; providing for approval of the site plan attached hereto as Exhibit "B"; providing a repealing clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

**Background Information:**

The City of Lucas Code of Ordinances requires all businesses with a drive through to have an approved Specific Use Permit (SUP). This tract of land is an out parcel of Wal-Mart.

**Attachments/Supporting Documentation:**

1. Ordinance
2. Site plan
3. Elevations

**Budget/Financial Impact:**

Increased revenue for the general fund through property taxes and sales tax.  
Increased revenue to the water fund through water use.



**Recommendation:**

The Planning & Zoning Commission recommended approval of the SUP at their July 10, 2014 meeting with the following conditions:

1. Monument sign, if any, has a frame in the shape of an L with horses and a Texas Star, similar to that of Murphy Express.
2. Wanes coat of Austin Stone on the South, and east elevations.
3. 50% stone on the North and West elevations.

**Motion:**

I make a Motion to recommend **approval/denial Ordinance # 2014-08-00783** of the City of Lucas, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, by granting a Specific Use Permit (SUP) to allow for the operations of a drive-through on 1.478 acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition.

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

**ORDINANCE # 2014-08-00783**  
**[Special Use Permit for Wendy's Drive-Through Located  
on Lot 3 of the Lucas Wal-Mart Addition]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF A DRIVE-THROUGH ON A 1.478 ACRE TRACT OF LAND OUT OF THE WILLIAM SNIDER SURVEY, ABSTRACT NUMBER 821, CITY OF LUCAS, COLLIN COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS LOT 3 OF THE LUCAS WAL-MART ADDITION, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the ordinances of the City of Lucas, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as previously amended, should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a Special Use Permit to allow for the operation of a drive-through on a 1.478-acre tract of land out of the William Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, and more commonly known as Lot 3 of the Lucas Wal-Mart Addition, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, subject to the following special conditions:

- (1) The Property shall be developed in accordance with the site plan attached hereto as Exhibit "B" and made part hereof for all purposes;
- (2) The Property shall only be used as a drive-through for Wendy's; and
- (3) The hours of operation shall be seven days a week from: 5:00 a.m. until 1:00 a.m. May 1 through September 1; and, from 5:00 a.m. until 12 midnight September 2 through April 30.

**SECTION 3.** To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>TH</sup> DAY OF AUGUST, 2014.**

APPROVED:

---

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph J. Gorfida, Jr., City Attorney  
(07-08-14/67017)

---

Kathy Wingo, TRMC, MMC, City Secretary

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

Being a tract of land situated in the William Snider Survey, Abstract No. 821, Collin County, Texas and being all of Lot 3, Block A, Wal-Mart Lucas Addition, an addition to the City of Lucas, as recorded in Book 2012, Page 457, Plat Records, Collin County, Texas and being a portion of those tracts of land described in a deed to Wal-Mart Real Estate Business Trust recorded in Instrument No. 20111111001226530 and Instrument No. 20111111001226540, all in Land Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "x" cut in concrete found for the northwest corner of Lot 3, Block A, Wal-Mart Lucas Addition;

THENCE N 89°13'09" E (record bearing N 89°13'52" E), 249.76 feet to an "x" cut in concrete found;

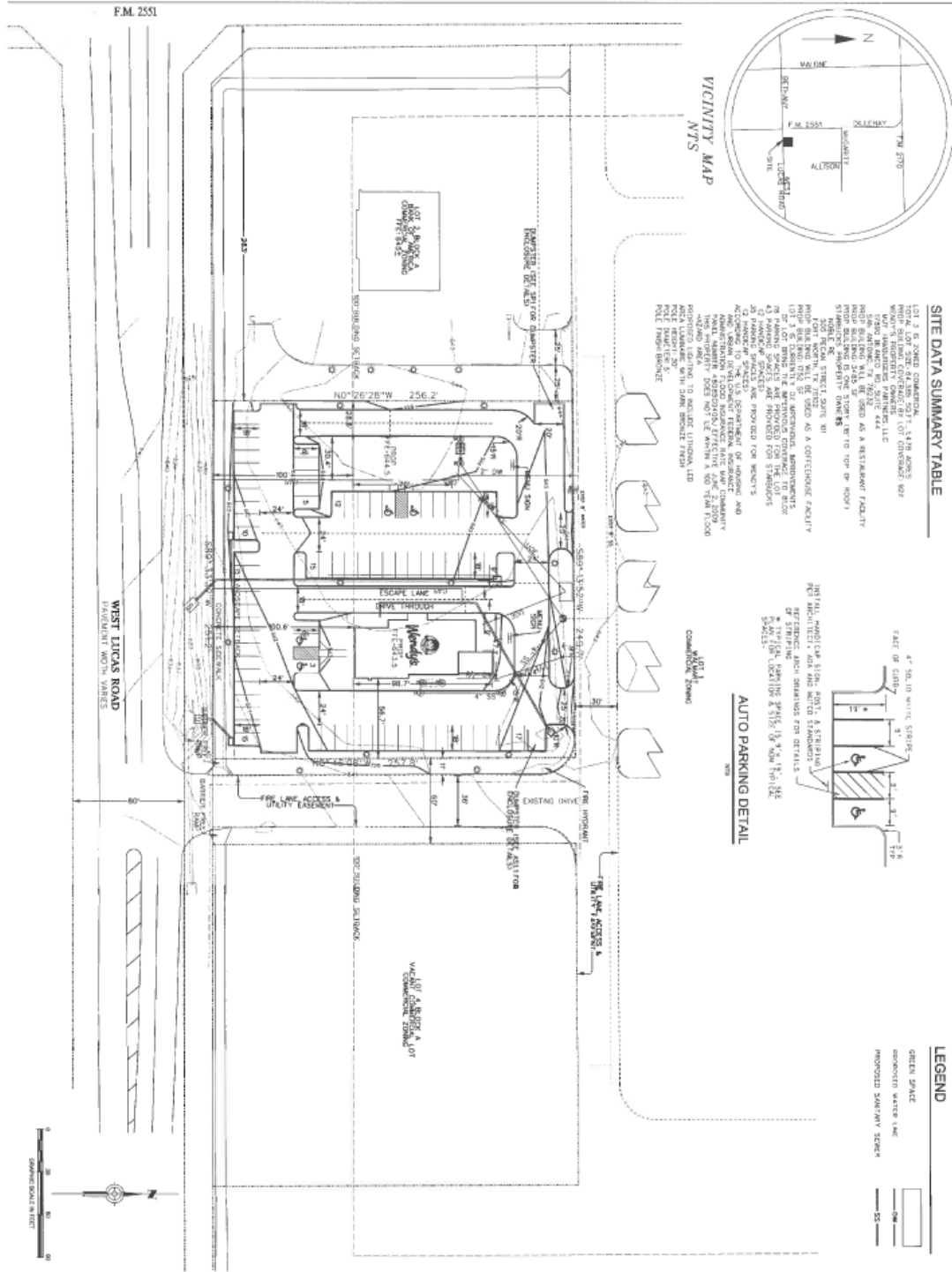
THENCE S 00°46'53" E (record bearing S 00°46'08" E), 257.75 feet to an "x" cut in concrete found;

THENCE S 89°32'49" W (record bearing S 89°33'32" W), 251.23 feet to an "x" cut in concrete found;

THENCE N 00°27'13" W (record bearing N 00°26'28" W), 256.32 feet to the POINT OF BEGINNING and containing 64,384 square feet, or 1.478 acres of land, more or less.

# EXHIBIT "B"

## SITE PLAN



## LUCAS STARBUCKS/ LUCAS WENDY'S - SITEPLAN

LOT 3, BLOCK A, WAL-MART LUCAS ADDN

PROJECT: LUCAS STARBUCKS/ LUCAS WENDY'S - SITEPLAN  
 DATE: 6/17/14  
 NO. DATE DESCRIPTION

**S E C**

**SHIELD ENGINEERING**

**GRACE P. BUELL**  
 SURVEYING &  
 ENGINEERING SERVICES

P.O. Box 479338  
 Fort Worth, Texas 76147  
 817.781.5555

PROFESSIONAL ARCHITECT

PROFESSIONAL ENGINEER

PROFESSIONAL SURVEYOR

PROFESSIONAL LAND SURVEYOR

PROFESSIONAL ELECTRICAL ENGINEER

PROFESSIONAL MECHANICAL ENGINEER

PROFESSIONAL CIVIL ENGINEER

PROFESSIONAL ENVIRONMENTAL ENGINEER

Exhibit "B"  
 City of Lucas  
 Ordinance # 2014-08-00783 Wendy's SUP  
 Approved: August 7, 2014

ASSET TYPE	FRANCHISEE
CLASSIFICATION	NEW
OWNER	OWNER NAME
BASE VERSION	2014 APRIL 15
UPGRADE CLASSIFICATION	
FRAN NEW BASE	
PROJECT YEAR	2014
FURNITURE PACKAGE	2014
DESIGN BULLETINS	

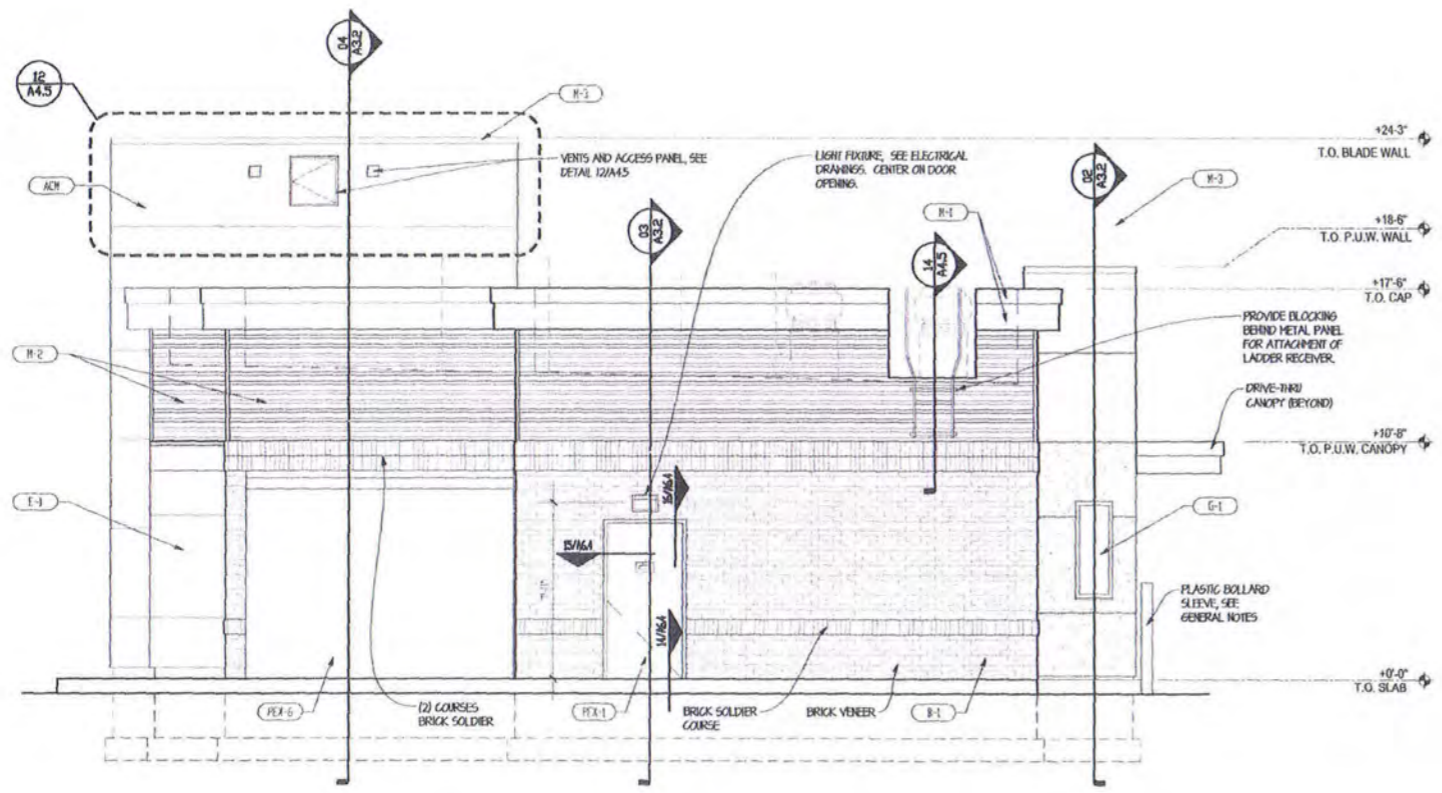
### EXTERIOR FINISHES LEGEND

NOTE: REFER TO MATERIAL FINISH/RESPONSIBILITY SCHEDULE ON SHEET A6 FOR SPECIFICATIONS OF EXTERIOR MATERIALS AND FINISHES.

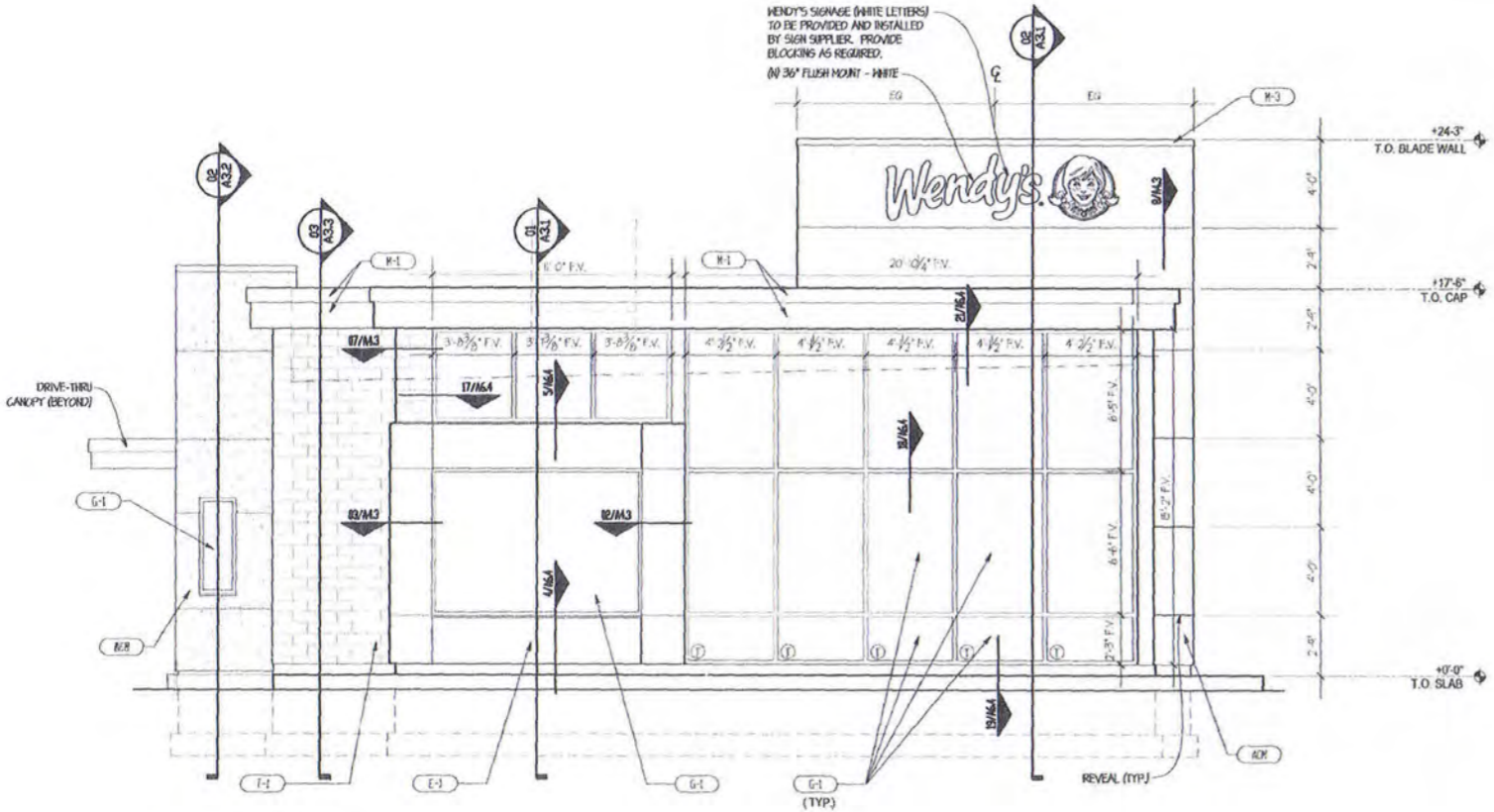
- (AK) METAL PANEL (RED BLADE)
- (B-1) BRICK
- (E-1) EXTERIOR INSULATED FINISH SYSTEM (EIFS) - "DOVER SKY"
- (E-2) EXTERIOR INSULATED FINISH SYSTEM (EIFS) - "RED"
- (G-1) 1" LOW-E INHIBITED GLASS
- (G-2) 1" INSULATED SPANDREL GLASS
- (G-3) 1/4" SPANDREL GLASS
- (M-1) METAL TRIM AND BRAKE METAL (DARK BRONZE)
- (M-2) CORRUGATED METAL PANEL (DARK BRONZE)
- (M-3) METAL COPING (RED)
- (PEX-1) PAINT (COLOR: WENDY'S DEEP BRONZE)
- (PEX-2) PAINT (COLOR: WENDY'S EXTERIOR RED)
- (PEX-3) PAINT (COLOR: WENDY'S DARK BRONZE (PYLON SIGNS ONLY))
- (PEX-4) PAINT (COLOR: WENDY'S GREY)
- (PEX-5) PAINT (COLOR: SAFETY RED)
- (PEX-6) PAINT (COLOR: SAFETY YELLOW OR BOLLARD COVER)
- (PEX-7) PAINT (COLOR: WENDY'S DARK BRONZE (COOLER BOX ONLY))
- (FW) PICKUP WINDOW
- (SF-1) ALUMINUM STOREFRONT SYSTEM
- (T-1) EXTERIOR TILE

### ENVELOPE COMPLIANCE

ROOF	R-30
WALLS	R-20
WINDOWS	U=0.24, SHGC=0.60
GLASS DOORS	U=0.24, SHGC=0.60



**02 REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



**01 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

**Wendy's**

REV.	DATE	DESCRIPTION

INTERIOR  
EXTERIOR  
ELEVATIONS

THE "CANNON"  
**A2.1**

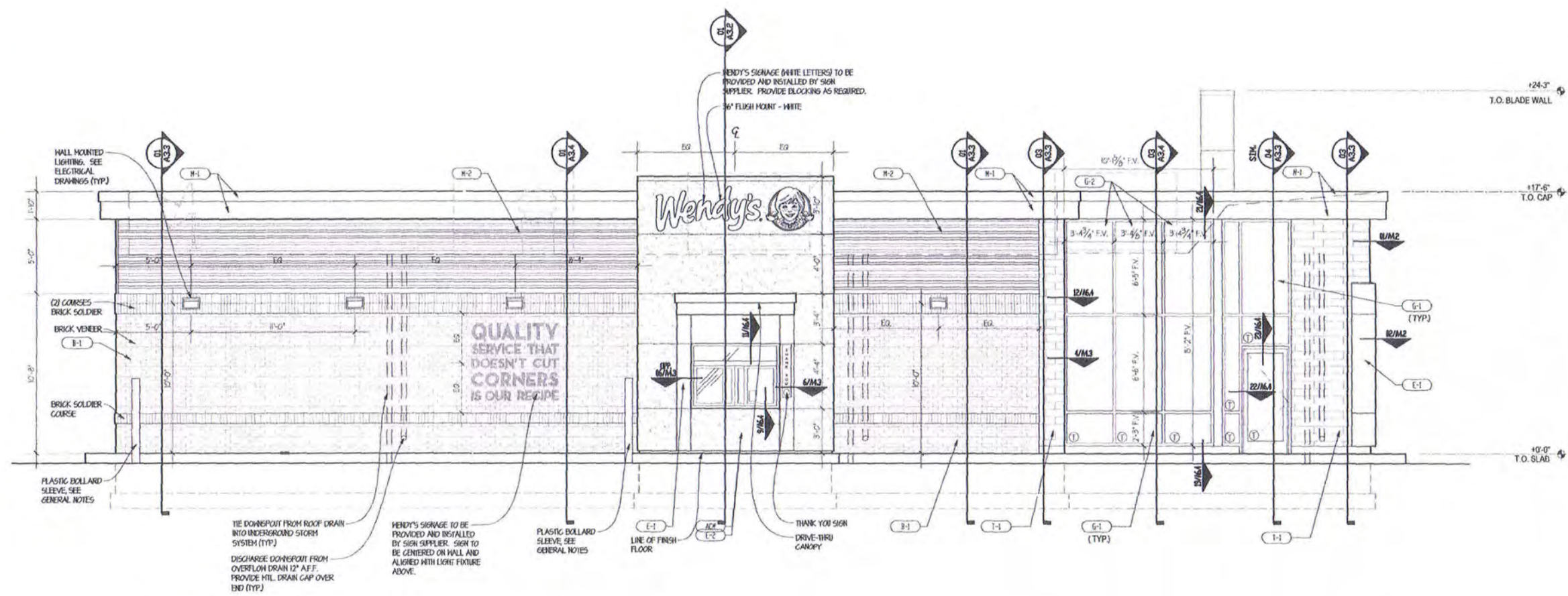
**EXTERIOR FINISHES LEGEND**

NOTE: REFER TO MATERIAL FINISH RESPONSIBILITY SCHEDULE ON SHEET A6.1 FOR SPECIFICATIONS OF EXTERIOR MATERIALS AND FINISHES.

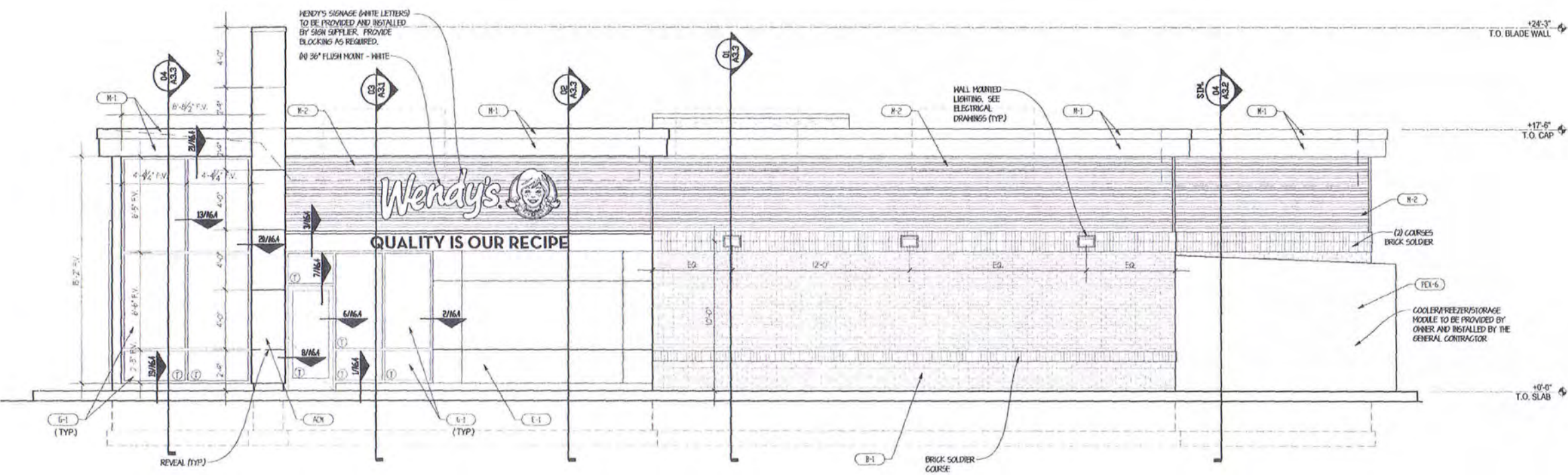
- (M-1) METAL PANEL (RED BLADE)
- (B-1) BRICK
- (E-1) EXTERIOR INSULATED FINISH SYSTEM (EIFS) - "DOVER SKY"
- (E-2) EXTERIOR INSULATED FINISH SYSTEM (EIFS) - "RED"
- (G-1) 1" LOW-E INSULATED GLASS
- (G-2) 1" INSULATED SPANDREL GLASS
- (G-3) 1/4" SPANDREL GLASS
- (M-1) METAL IRM AND BRAKE METAL (DARK BRONZE)
- (M-2) CORRUGATED METAL PANEL (DARK BRONZE)
- (M-3) METAL COPING (RED)
- (PEL-1) PAINT (COLOR: WENDY'S DEEP BRONZE)
- (PEL-2) PAINT (COLOR: WENDY'S EXTERIOR RED)
- (PEL-3) PAINT (COLOR: WENDY'S DARK BRONZE (Pylon SIGNS ONLY))
- (PEL-4) PAINT (COLOR: WENDY'S GREY)
- (PEL-5) PAINT (COLOR: SAFETY RED)
- (PEL-6) PAINT (COLOR: SAFETY YELLOW OR DOLLAR COVER)
- (PEL-7) PAINT (COLOR: WENDY'S DARK BRONZE (COOLER BOX ONLY))
- (RW) PIGMENT WINDOW
- (SF-1) ALUMINUM STOREFRONT SYSTEM
- (T-1) EXTERIOR TILE

**ENVELOPE COMPLIANCE**

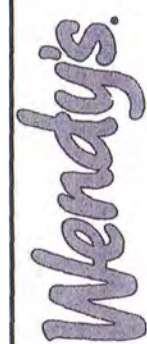
ROOF	R-38
WALLS	R-21
WINDOWS	U=0.29, SHGC=0.60
GLASS DOORS	U=0.29, SHGC=0.60



**02 LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"



**01 RIGHT ELEVATION**  
SCALE: 1/4" = 1'-0"



REV.	DATE	DESCRIPTION

DATE: \_\_\_\_\_  
 PROJECT NUMBER: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_

EXTERIOR ELEVATIONS

**A2.2**





**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Consent and approve:

- a) The minutes from the July 17, 2014 City Council and the July 22, 2014 Joint Budget Workshop Meeting of the City Council and the Lucas Fire Control Prevention & EMS District meetings. [**Wingo**]
- b) **Ordinance # 2014-08-00784** of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the City so as to include said hereinafter described territory within the City's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [**Willow Springs Middle School, 30 acre tract**]
- c) **Ordinance # 2014-08-00785** of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the City so as to include said hereinafter described territory within the City's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [**Oakbrook Estates, 25.950 acre tract**]
- d) **Ordinance # 2014-08-00786** of the City Council of the City of Lucas, Collin County, Texas, amending the Lucas Code of Ordinances by amending Chapter 14 "Zoning" by amending Article 14.04 "Supplementary Regulations" by amending Division 2 "Off-Street Parking and Loading" by adding Article 14.04.039 "Off-Site Parking Requirements" providing

regulations for off-site parking; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense; and providing for an effective date. [**Off-Site Parking Regulations**]

**Background Information:**

- 08a administrative approval.
- 08b annexation of the Willow Springs Middle School, 30 acre± tract.
- 08c annexation of Oakbrook Estates, 25,950 acre± tract, as per the approved development agreement.
- 08d Code of Ordinance change concerning off-site parking regulations.

**Attachments/Supporting Documentation:**

1. 08a Minutes from the July 17, 2014 City Council meeting.
2. 08a Minutes from the July 22, 2014 Joint Budget Workshop Meeting of the City Council and the Lucas Fire Control Prevention & EMS District meeting.
3. 08b **Ordinance # 2014-08-00784** Willow Springs Middle School annexation.
4. 08c **Ordinance # 2014-08-00785** Oakbrook Estates annexation.
5. 08d **Ordinance # 2014-08-00786** Code of Ordinance change concerning off-site parking regulations.

**Budget/Financial Impact:**

- 08a N/A
- 08b N/A
- 08c Oakbrook Estates annexation will bring additional property tax to the city.
- 08d N/A

**Recommendation:**

Recommend approval.

**Motion:**

I make a Motion to **approve/deny** the Consent Agenda as presented.



**City Council Meeting**  
**July 17, 2014, 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 or (Absent):

Mayor Rebecca Mark  
Councilmember Wayne Millsap  
Councilmember Steve Duke (Absent)  
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele  
Councilmember Jim Olk  
Councilmember Philip Lawrence

Staff Present:

City Manager Joni Clarke  
Fire Chief Jim Kitchens  
Public Works Director Stanton Foerster  
Development Services Director Joe Hilbourn

City Secretary Kathy Wingo  
HR Manager Cheryl Meehan  
Finance Director Liz Exum

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Boy Scout Nicholas Flora and Estella led everyone in saying the Pledge of Allegiance.

**Citizens' Input**

1) Citizens' Input.

Nicholas Flora, 1555 Bartoncreek, came forward to speak. Mr. Flora is attending the meeting tonight to earn his Boy Scout Citizenship Badge.

Cheryl Meehan came forward to thank the Council, City Manager, and especially Staff for the support given to her family in their tragic loss of their son, Patrick. Ms. Meehan made the requests that her family be allowed to purchase a bench to place in the park next to City Hall to honor Patrick.

Karen Phillips, 555 Estelle Lane, wanted to speak about fireworks in the unincorporated Collin County. Ms. Phillips land is surrounded by the Cimarron subdivision. While the use of fireworks is prohibited in the city limits it is allowed in unincorporated Collin County. Ms. Phillips went on to read an email that she had previously sent to the members of Council.

### **Community Interest**

#### 2) Items of Community Interest.

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. **[Fisher/Foerster]**

Councilmember Debbie Fisher says there is no official tally yet, but the lake has risen 1 ¼”.

Councilmember Debbie Fisher thanked the volunteer staff that helped out on the 4<sup>th</sup> of July.

Mayor Rebecca Mark stated that Ms. Joni Clarke has been doing an outstanding job in her role as City Manager. Ms. Clarke provides great leadership not only to the staff but to the citizens of Lucas.

### **Public Hearing(s)**

- 3) Public Hearing/Discuss and consider the voluntary annexation of Willow Springs Middle School located at 1101 West Lucas Road. Situated in the Ann S. Hurt Survey, Abstract No. 428 and the James

Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in volume 2002-0137893 of the deed of records Collin County, Texas. **[This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on June 26, 2014] [Hilbourn]**

The Public Hearing was opened at 7:16 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:16 p.m.

No action necessary.

- 4) Public Hearing/Discuss and consider the annexation of a parcel of land being a 483 acre tract of land in the Pryor Holder Survey, Abstract No. 445, the W.D. Burnett Survey, Abstract No. 57, the Montgomery Birch Survey, Abstract No. 115, and the William Johnson Survey, Abstract No. 476, Collin County, Texas, being a part of Lake Lavon, otherwise known as part of Lake Lavon and Bratonia Park. **[This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on June 26, 2014] [Hilbourn]**

The Public Hearing was opened at 7:17 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:18 p.m.

No action necessary.

- 5) Public Hearing/Discuss and consider the annexation of a parcel of land being a 25.950 acre tract of land situated in the John Gray Survey, Abstract No. 349, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (tract 3) described in

deed to Lucas Real Estate, LLC, as recorded in instrument 20111014001101190, Deed Records, Collin County, Texas, more commonly known as part of Oakbrook Phase II. **[This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on June 26, 2014] [Hilbourn]**

The Public Hearing was opened at 7:19 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:19 p.m.

No action necessary.

- 6) Public Hearing/Discuss and consider an amendment to the City of Lucas' Code of Ordinances, Chapter 14, Zoning, Subsection 14.04 "Supplementary Regulations", Division 2. Off-Street Parking and Loading by creating Sec. 14.04.039 concerning off-site parking allowing such alternative location of required parking space off-site. **[This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on June 12, 2014 by the Planning & Zoning Commission] [Hilbourn]**

The Public Hearing was opened at 7:20 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:24 p.m.

No action necessary.

## Consent Agenda

The Consent Agenda was presented for consideration and action.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the Consent Agenda as presented.

Councilmember Debbie Fisher seconded the Motion.  
Motion carried. Vote: 6-0.

7) Consent and Approve:

- a) The minutes from the June 19, 2014 City Council and the June 26, 2014 City Council Special meetings. [**Wingo**]
- b) Calling for two (2) Public Hearings regarding the Tax Rate and Fiscal Year Budget for 2014-2015, 1<sup>st</sup> Public Hearing to be held on August 21, 2014 and the 2<sup>nd</sup> Public Hearing to be held on September 4, 2014. [**Exum**]
- c) Amendment No. 9 to the Interlocal Agreement for the Jail Services between the City of Lucas and Collin County, with all terms and conditions of the agreement to remain in full force and effect, for a period of one (1) year, ending September 30, 2015. [**Clarke**]

<b>Regular Agenda</b>
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- 8) Discussion and possible action regarding employee compensation and benefits for fiscal year 2014/2015 including the Texas Municipal Retirement System Cost of Living Adjustment, participation in social security, participation in the Texas Emergency Services Retirement System for specified Fire Department staff members, merit raises, cost of living adjustment (COLA), sick time accrual, long-term disability insurance and conducting a market survey. [**Clarke/Meehan**]

Council would like to have staff's feedback on adding Social Security, as it will impact them as well.

This will be brought back for Council's consideration at a future meeting.

- 9) Discuss and consider the approval of an agreement between the City of Lucas and Verizon to allow communication equipment to be located on the ground license north of the Winningkoff water tower; and authorize the City Manager to execute said agreement and memorandums. **[Foerster]**

**MOTION:** Councilmember Wayne Millsap made a Motion approve an agreement between the City of Lucas and Verizon to allow communication equipment to be located on the ground license north of the Winningkoff water tower; and authorize the City Manager to execute said agreement and memorandums. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

- 10) Discuss and consider an update to the Thoroughfare Plan dated July 17, 2014. **[Foerster]**

**MOTION:** Councilmember Jim Olk made a Motion to approve the Thoroughfare Plan dated July 17, 2014. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

- 11) Discussion and give direction to staff regarding extending the city's nuisance ordinance into the ETJ. **[Hilbourn]**

**MOTION:** Councilmember Debbie Fisher made a Motion to direct Staff to bring an ordinance extending the city's nuisance into the ETJ. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

Mayor Rebecca Mark announced that Items 12 and 13 would be switched.

- 12) Discuss and consider a request by Todd Winters on behalf of Lucas Christian Academy (LCA) for a Development Agreement to pay



required impact fees over a five year period with the first payment of \$14,840.20 due in January 2015 and the final payment of \$14,840.20 due in January 2019. **[Hilbourn]**

**MOTION:** Councilmember Jim Olk made a Motion to approve the Development Agreement with Lucas Christian Academy (LCA) for a Development Agreement to pay required impact fees over a five year period with the first payment of \$14,840.20 due in January 2015 and the final payment of \$14,840.20 due in January 2019, with the additions to add a definition of roadway improvement, an escrow amount of \$ \$200K to install turn lane, completion by August 2015, provide traffic control. Councilmember Philip Lawrence seconded the Motion. The Second to the Motion is withdrawn. Motion withdrawn.

**MOTION:** Councilmember Jim Olk made a Motion to approve the Development Agreement with Lucas Christian Academy (LCA) for a Development Agreement to pay required impact fees over a five year period with the first payment of \$14,840.20 due in January 2015 and the final payment of \$14,840.20 due in January 2019, with the additions to add a definition of “roadway improvement”, to include an escrow amount of \$200K on or before January 1, 2015, lanes to be installed by August 2015, provide traffic control for beginning and end of each school day. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

13) Discuss and consider a request by Mike Phipps on behalf of Lucas Christian Academy (LCA) for an extension on the time to allow for the installation of turn lanes until summer of 2015. **[Hilbourn]**

Julie Montgomery, 1516 Anchor Drive, Wylie, Texas serves as Head of Lucas Christian Academy. Ms. Montgomery is recommending that a uniform police officer be hired to direct traffic until summer 2015.

Mike Phipps, 1407 Red Oak, Farmersville, Texas serves as President of the LCA School Board. Mr. Phipps is accompanied by Chris Fryer, Project Manager, who wanted to give some background to the current situation. Mr. Fryer stated that TxDOT will be improving the road in 2015, LCA will escrow monies with TxDOT by February 2015 that will be used to construct the turn lanes. The turn lanes will be included in the improvements to the road by TxDOT. Mr. Phipps gave a review of the traffic flow and the number of cars that remain at the campus during the day.

This item will be included in the Motion for Item 12, above.

- 14) Discuss and consider a request submitted by Steve Lenart for a Development Agreement between the City of Lucas and CDAG Lewis Park LLC regarding the dedication of 5.5 acres of land to the City for parks in consideration for number of lots and parks fees. **[Hilbourn]**

No action, this item will be brought back for Council consideration.

- 15) Discuss and consider the establishment of the Service Tree Program to honor those individuals that have provided extraordinary service to the community. **[Mark]**

**MOTION:** Mayor Rebecca Mark made a Motion to approve the establishment of the Service Tree Program to honor those individuals that have provided extraordinary service to the community. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

16) Adjournment.

**MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 9:58 p.m. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on August 7, 2014.

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Rebecca Mark  
Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary



**Joint Budget Workshop Meeting of the City Council &  
Lucas Fire Control Prevention & EMS District  
July 22, 2014, 6:00 PM  
City Hall - 665 Country Club Road**

**Minutes**

**Call to Order**

President Wayne Millsap called the meeting to order at 6:03 p.m.

Present (Absent):

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap	Councilmember Jim Olk (Absent)
Councilmember Steve Duke	Councilmember Philip Lawrence
Councilmember Debbie Fisher	

Lucas Fire Control Prevention & EMS District Board Members Present (Absent):

President Wayne Millsap	Vice-President Kathleen Peele
Member Rebecca Mark	Member Steve Duke
Member Jim Olk (Absent)	Member Philip Lawrence
Member Debbie Fisher	

Staff Present:

City Manager Joni Clarke	City Secretary Kathy Wingo
Finance Director Liz Exum	Human Resource Manager Cheryl Meehan
Fire Chief Jim Kitchens	Public Works Director Stanton Foerster
Development Services Director Joe Hilbourn	

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

**Workshop Agenda**

1) Discussion of the proposed Lucas Fire Control Prevention & EMS District Budget for Fiscal Year 2014 – 2015.

Discussion only no action taken.

The proposed budget will be brought back to the members of the Lucas Fire Control Prevention & EMS District on August 21, 2014 and September 4, 2014 at 6:30 p.m.

- 2) Discussion of the proposed City of Lucas Budget for Fiscal Year 2014 – 2015. City Manager Joni Clarke and Finance Manager Liz Exum reviewed the proposed budget for FY 2014-2015.

The proposed budget will be brought back to Council for Public Hearings on August 21, 2014 and September 4, 2014 at 7 p.m.

- 3) Adjournment.

**MOTION:** Councilmember Steve Duke made a Motion to adjourn the meeting at 8:51 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the members of City Council on August 7, 2014, and the Lucas Fire Control, Prevention & EMS District members on August 21, 2014.

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Rebecca Mark  
Mayor

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Wayne Millsap  
Lucas Fire Control, Prevention & EMS District  
President

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary

Secretary to the Lucas Fire, Control Prevention &  
EMS District

<input checked="" type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

**ORDINANCE # 2014-08-00784**  
**[ANNEXATION – WILLOW SPRINGS MIDDLE SCHOOL]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LUCAS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this ordinance pertains to the hereinafter described territory consisting of a 30.000-acre tract of land, more or less, being part of the Ann S. Hurt Survey, Abstract No. 428 and being part of the James Lovelady Survey, Abstract No. 528, and, which is more particularly described in Exhibit “A”; and

**WHEREAS**, the City Council of the City of Lucas has given the requisite notices and conducted the public hearings required by Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “B”; and

**WHEREAS**, the territory to be annexed lies within the exclusive extra territorial jurisdiction of Lucas, Texas; and

**WHEREAS**, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Lucas has concluded that said territory should be annexed to and made a part of the City of Lucas, Texas;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:**

**SECTION 1.** That the territory consisting of a 30.000-acre tract of land, more particularly described in Exhibit “A”, attached hereto and made a part hereof for all purposes, is

situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

**SECTION 2.** The boundary limits of the City of Lucas, Texas, shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the property described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City of Lucas, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**SECTION 3.** That the service plan for the territory is approved by the City Council of the City of Lucas, which is attached hereto as Exhibit "B" and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Lucas.

**SECTION 4.** That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>TH</sup> DAY OF AUGUST, 2014.**

APPROVED:

\_\_\_\_\_  
Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(06-02-14/66451)

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary



**EXHIBIT A**  
**Legal Description**  
**Willow Springs Middle School/30.000-Acre Tract**

Exhibit "A"  
Lovejoy Independent School District  
Willow Springs Middle School  
1101 West Lucas Road  
Lucas, Texas 75002

**PROPERTY DESCRIPTION**

*BEING a tract of land situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in Volume 2002-0137893 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:*

*BEGINNING at a "pk" nail found at the northwest corner of the aforementioned Lovejoy I. S. D. tract, in the approximate centerline of Lucas Road;*

*THENCE North 89 degrees 28 minutes 00 seconds East, along the approximate centerline of Lucas Road, for a distance of 982.23 feet to a "pk" nail set for corner;*

*THENCE South 00 degrees 23 minutes 11 seconds East, along the east line of said Lovejoy I. S. D. tract, and along the west line of the following tracts conveyed to: Truman and Jimmie Spurgin, Alan and Patricia Spurgin, Alan Spurgin, Neva Joy White, David and Cheryl Ferron and Gerald and Carol Caspell tracts, passing at 50.0 feet a 1 inch iron rod found, for an overall distance of 1328.13 feet to a 1/2 inch iron rod found for corner;*

*THENCE South 89 degrees 11 minutes 49 seconds West, along the south line of said Lovejoy I. S. D. tract, and along the north line of a tract of land conveyed to Rockland Farms for a distance of 982.25 feet to a 1 inch iron rod found for corner;*

*THENCE North 00 degrees 23 minutes 11 seconds West, along the west line of said Lovejoy I. S. D. tract, and the east line of the Rockland Farms Addition, passing at 1282.76 feet a 1 inch iron rod found, and at 1292.76 feet an aluminum monument found, for an overall distance of 1332.76 feet to the point of beginning and containing 30.000 acres which is 1,306,794 square feet of land.*

**EXHIBIT “B”**

**CITY OF LUCAS, TEXAS  
SERVICE PLAN FOR ANNEXED AREA**

**ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS**

For the territory consisting of two tracts of land, totaling 30.000 acres, and which is more particularly described in Exhibit “A” attached hereto.

**FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION**

**1. POLICE PROTECTION**

The City of Lucas, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

**2. FIRE PROTECTION AND AMBULANCE SERVICE**

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

**3. SOLID WASTE COLLECTION**

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

**4. WATER FACILITIES**

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

**5. MAINTENANCE OF ROADS AND STREETS**

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or

utility company easement shall be maintained by the applicable utility company servicing the City of Lucas, Texas, pursuant to the rules, regulations and fees of such utility.

**6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS**

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

**7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE**

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

**CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS**

**1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION**

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Lucas, Texas, with the same or similar topography, land use and population density.

**2. WATER AND WASTE WATER FACILITIES**

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being administered to other parts of Lucas, Texas, with the same topography, land use and population density.

**3. ROADS AND STREETS**

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided

by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

#### 4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

### **SPECIFIC FINDINGS**

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.

<input checked="" type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

**ORDINANCE # 2014-08-00785**  
**[ANNEXATION – OAK BROOK ESTATES]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LUCAS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this ordinance pertains to the hereinafter described territory consisting of a 25.950-acre tract of land, more or less, situated in Collin County, Texas, and being part of the John Gray Survey, Abstract No. 349, and being part of that certain 87.1115-acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”; and

**WHEREAS**, the City Council of the City of Lucas has given the requisite notices and conducted the public hearings required by Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “C”; and

**WHEREAS**, the territory to be annexed lies within the exclusive extra territorial jurisdiction of Lucas, Texas; and

**WHERE**, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Lucas has concluded that said territory should be annexed to and made a part of the City of Lucas, Texas.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:**

**SECTION 1.** That the territory consisting of a 25.950-acre tract of land, more or less, situated in Collin County, Texas, and being part of the John Gray Survey, Abstract No. 349, and being part of that certain 87.1115-acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”, attached hereto and made a part hereof for all purposes, is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

**SECTION 2.** The boundary limits of the City of Lucas, Texas, shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the property described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City of Lucas, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**SECTION 3.** That the service plan for the territory is approved by the City Council of the City of Lucas, which is attached hereto as Exhibit “C” and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Lucas.

**SECTION 4.** That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>TH</sup> DAY OF AUGUST, 2014.**

APPROVED:

\_\_\_\_\_  
Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(06-24-14/66827)

\_\_\_\_\_  
Kathy Wingo, TRMC, CMC, City Secretary

**EXHIBIT “A”**  
**Legal Description**  
**Oak Brook Estates/25.950 Acres**

DESCRIPTION

BEING a 25.950 acre tract of land situated in the John Gray Survey, Abstract No. 349, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, Texas, said 25.950 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped “5439” found for the southwest corner of said 87.1115 acre tract and an interior ell corner of a 220.733 acre tract of land described in deed to DR Horton – Texas, Ltd, as recorded in Instrument 20110830000915300 of said Deed Records;

THENCE North 01 degrees 12 minutes 35 seconds West, a distance of 862.05 feet to a 1/2-inch iron rod with cap stamped “5439” found for corner;

THENCE North 89 degrees 11 minutes 11 seconds East, a distance of 1318.46 feet to a 1/2-inch iron rod found for an interior ell corner of said 87.1115 acre tract;

THENCE South 00 degrees 31 minutes 30 seconds East, with the southerly east line of said 87.1115 acre tract, a distance of 645.34 feet to a point for corner;

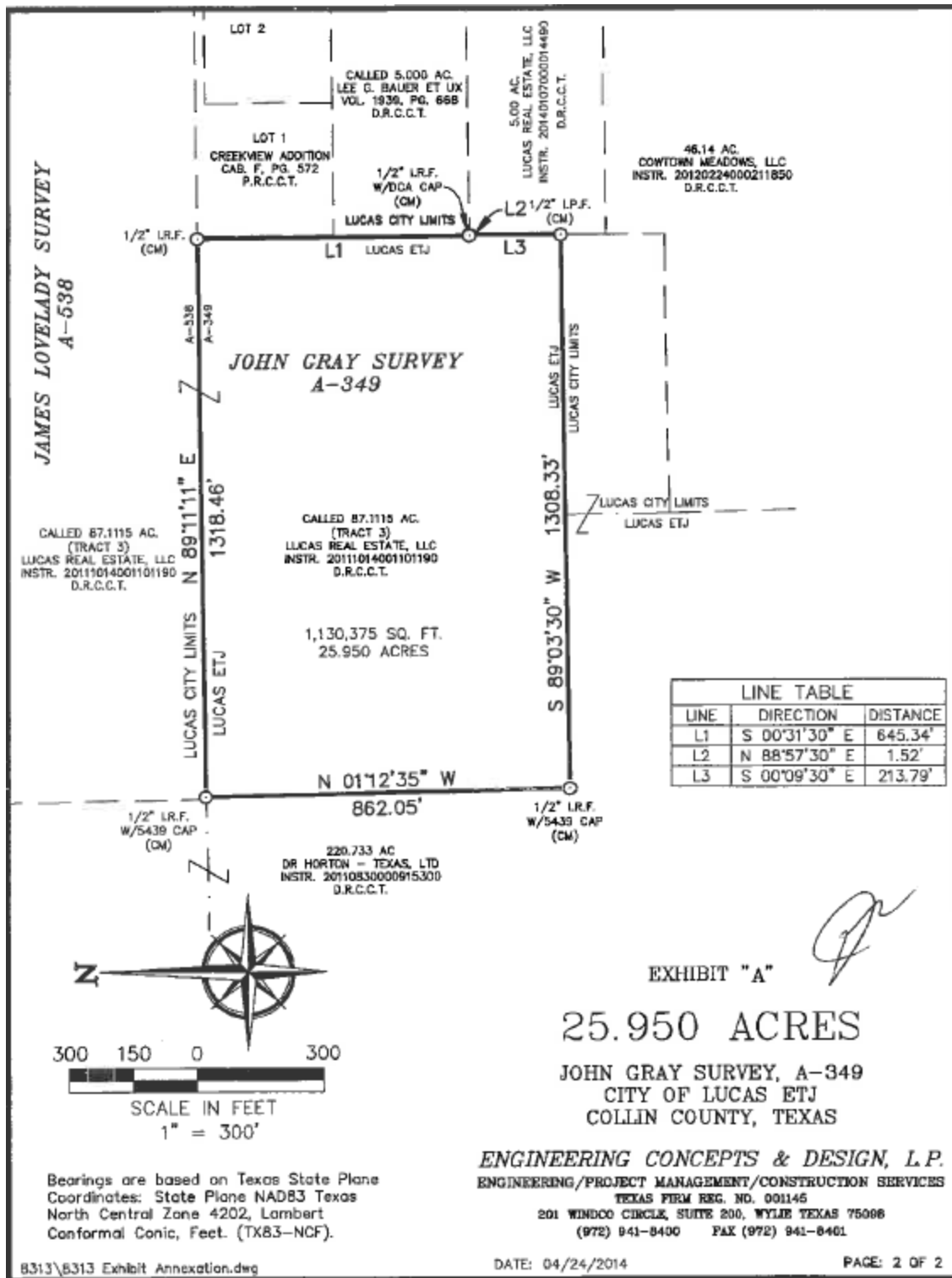
THENCE North 88 degrees 57 minutes 30 seconds East, a distance of 1.52 feet to a 5/8-inch iron rod with cap stamped “DCA” found for the northwest corner of a 5.00 acre tract of land described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20140107000014490 of said Deed Records and the southwest corner of a 5.000 acre tract of land described in deed to Lee G. Bauer and Betty A. Bauer, as recorded in Volume 1939, Page 668 of said Deed Records;

THENCE South 00 degrees 09 minutes 30 seconds East, with the west boundary line of said 5.00 acre Lucas Real Estate tract, a distance of 213.79 feet to a 1/2-inch iron pipe found for the most southern southeast corner of said 87.1115 acre tract and an exterior ell corner of said 220.733 acre tract;

THENCE South 89 degrees 03 minutes 30 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 1308.33 feet to the POINT OF BEGINNING AND CONTAINING 1,130,375 square feet or 25.950 acres of land.



**EXHIBIT "B"**  
**Depiction**  
**Oak Brook Estates/25.950 Acres**



**EXHIBIT “C”**

**CITY OF LUCAS, TEXAS**  
**SERVICE PLAN FOR ANNEXED AREA**

**ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS**

For approximately, 25.950-acre tract of land, more or less, situated in Collin County, Texas, and being part of the John Gray Survey, Abstract No. 349, and being part of that certain 87.1115-acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, and which is more particularly described and identified in Exhibit “A” and Exhibit “B” attached hereto.

**FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION**

**1. POLICE PROTECTION**

The City of Lucas, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

**2. FIRE PROTECTION AND AMBULANCE SERVICE**

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

**3. SOLID WASTE COLLECTION**

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

**4. WATER FACILITIES**

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

**5. MAINTENANCE OF ROADS AND STREETS**

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Lucas, Texas, pursuant to the rules, regulations and fees of such utility.

**6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS**

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

**7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE**

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

**CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS**

**1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION**

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Lucas, Texas, with the same or similar topography, land use and population density.

**2. WATER AND WASTE WATER FACILITIES**

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being

administered to other parts of Lucas, Texas, with the same topography, land use and population density.

### 3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

### 4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

## **SPECIFIC FINDINGS**

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

**ORDINANCE # 2014-08-00786**  
**[ORDINANCE AMENDING CODE OF ORDINANCE CHAPTER 14**  
**“ZONING”]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 “ZONING” BY AMENDING ARTICLE 14.04 “SUPPLEMENTARY REGULATIONS” BY AMENDING DIVISION 2 “OFF-STREET PARKING AND LOADING” BY ADDING ARTICLE 14.04.039 “OFF-SITE PARKING REQUIREMENTS” PROVIDING REGULATIONS FOR OFF-SITE PARKING; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

**Section 1.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 “Zoning” by amending Article 14.04 “Supplementary Regulations” by amending Division 2 “Off-Street Parking and Loading” by adding section 14.04.039 “Off-site parking requirements”, to read as follows:

**“CHAPTER 14**  
**ZONING**

...

**ARTICLE 14.04 SUPPLEMENTARY REGULATIONS**

...

## Division 2. Off-Street Parking and Loading

...

### Section 14.04.039 Off-site parking requirements

Required parking for a development may be located off-site when approved by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission and/or City Council may authorize such alternative location of required parking space, along with any conditions determined necessary to promote safety and will adequately serve the public interest, subject to the following conditions:

- (a) Except for the location, all other requirements relating to off-street parking shall be met.
- (b) Such space shall be conveniently usable without causing unreasonable:
  - (1) Hazard to pedestrians;
  - (2) Hazard to vehicular traffic;
  - (3) Traffic congestion; or
  - (4) Detriment to the appropriate use of other properties in the vicinity.
- (c) A written agreement shall be drawn to the satisfaction of the city attorney and executed by all parties concerned, assuring the continued availability of the off-street parking facility for the development it is intended to serve, subject to a minimum of the following conditions:
  - (1) Shuttling service provided to and from the offsite parking location starting a minimum of one hour prior to the start of the event and for a minimum of one hour following the event; and
  - (2) Advertisement posted three (3) business days prior to the event disclosing the site of off-site parking and shuttle service.

### Secs. 14.04.040-14.04.070 Reserved”

**Section 2.** That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

**Section 3.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining

portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**Section 4.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 5.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>TH</sup> DAY OF AUGUST, 2014.**

APPROVED:

\_\_\_\_\_  
Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(03-19-14/65275)

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary



## City of Lucas Council Agenda Request August 7, 2014

**Name & Title of Requestor:** Cheryl Meehan, HR Manager

### **Agenda Item:**

Consent and approve an amendment to the contract with Lucas Municipal Judge Huffman regarding requirements and compensation and authorize the Mayor to execute the agreement.

### **Background Information:**

The City of Lucas currently files its new Class C Misdemeanor cases with Collin County Justice Court 3-1. To continue to resolve the City's outstanding case load and to manage code violations, the City of Lucas will occasionally require the services of Judge Huffman. For example, on our existing caseload, we would need Judge Huffman to sign off on the cases as staff closes them or recommend new warrants be issued. To help facilitate the reduction in outstanding cases, staff will be contacting individuals by mail regarding outstanding warrant to encourage them to clear their cases.

This amendment to the contract has been written and approved by the City Attorney, Joe Gorfida.

### **Attachments/Supporting Documentation:**

1. First Amendment to the Agreement for Municipal Court Judge

### **Budget/Financial Impact:**

The Municipal Judge will be compensated at a rate of \$500 per month when the City requests her services because of an active court docket. Judge Huffman will also be compensated at a rate of \$125 per hour with a two hour minimum for consultation. The fiscal year 2014/1015 includes \$4,000 for these services which is a reduction of \$2,000 when compared to prior year.



**Recommendation:**

Staff recommends the acceptance and approval of the amendment.

**Motion:**

Included in the Consent Agenda Motion.

STATE OF TEXAS           §  
  §       **FIRST AMENDMENT TO**  
  §       **AGREEMENT FOR MUNICIPAL COURT JUDGE**  
COUNTY OF COLLIN       §

This **FIRST AMENDMENT TO AGREEMENT FOR MUNICIPAL COURT JUDGE** is made by and between the City of Lucas, Texas, ("City") and Dana Huffman ("Judge") (hereinafter collectively referred to as "Party" or "Parties"), acting by and through their respective representatives.

**WHEREAS**, the Parties previously entered into that certain Agreement for Municipal Court Judge dated February 7, 2013 (the "Agreement");

**WHEREAS**, the Parties desire to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Article I, **Term**, is hereby amended to read as follows:

“The Term of this First Amendment shall commence effective May 1, 2014, (the “Effective Date”) and end on September 30, 2015, for the remainder of a two-year term.”

2. That Article IV, **Compensation and Method of Payment**, is hereby amended to read as follows:

4.1 City shall compensate Judge in the amount of Five Hundred Dollars (\$500.00) per month that has an Active Court Docket. Active Court Docket shall mean one (1) scheduled court date per month where the Judge holds court for the purpose of pre-trials and/or trials.

4.2 City shall compensate Judge at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for additional court duties with a 2-hour minimum payment.

4.3 City shall compensate the Judge for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving the Judge’s invoice reflecting her time and billing, provided there are no errors or discrepancies.

4.4 The Parties agree that if the City’s Municipal Court case load increases for any reason, the Parties shall review the terms of this Agreement and the Judge’s compensation.”

3. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in the First Amendment are inconsistent with the Agreement, the terms and conditions contained in the First Amendment shall be controlling.

**EXECUTED** this 7<sup>th</sup> day of August, 2014.

**City of Lucas, Texas**

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

**Approved as to Form:**

By:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(07-18-14/67195)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Dana Huffman, Judge



## City of Lucas Council Agenda Request August 7, 2014

**Name & Title of Requestor:** Stanton Foerster, Public Works Director

### **Agenda Item:**

Consent and approve a Baxter Information Technology Consulting Services professional services agreement between the City of Lucas and Baxter IT and authorize the City Manager to execute said agreement.

### **Background Information:**

The City of Lucas outsources its information technology function which includes but is not limited to hardware and software implementation, network administration and security, support related services, communication enhancement, building surveillance management and audio support services.

### **Attachments/Supporting Documentation:**

1. Baxter Information Technology Consulting Services Agreement

### **Budget/Financial Impact:**

The annualized cost of information technology related services is \$68,850 and this is included in the fiscal year 2014/2015 proposed budget. This agreement is effective October 1, 2014 through September 30, 2015.

### **Recommendation:**

Staff recommends approval.

### **Motion:**

Included in the Consent Agenda Motion.



BAXTER INFORMATION TECHNOLOGY  
CONSULTING SERVICES

**SERVICES AGREEMENT FOR INFORMATION SERVICES**

This agreement shall be by and between the City of Lucas (hereinafter COL) and Baxter I.T. (hereinafter VENDOR) for the furnishing of Information Technology Services.

**Introduction:** Baxter I.T. is a full service technology corporation with CJIS (Criminal Justice Information Services Security Policy) compliant employees. All employees have been background checked for this compliance. Baxter I.T. is also licensed by TXDPS Security License: B17318. Baxter I.T.'s senior engineers hold Industry certifications from; Cisco, Microsoft, PMI Institute, ITIL, Novell, Nortel, and Avaya. Baxter I.T. has extensive experience in local government operations, applications, infrastructure, and process. We strive to provide exceptional knowledge support and customer service.

**Section 1:** VENDOR shall be contracted by COL to serve as its information technology services and support consultant. In said role VENDOR shall provide the support and maintenance services for the following hardware, software, and related technologies:

- Building(s) low voltage cabling infrastructure
- Network equipment (routers, switches, hubs, wireless access points)
- Computer equipment (Servers, desktop, laptop PC's, Printers, Scanners)
- mobile computing equipment (Cell Phones, Tablets, etc) used by city employees
- Telephone equipment (Server, Phones, Telephony Infrastructure, Application)
- Building Security Equipment (Card Access Server, Security Access hardware, software, Card Access Tracking)
- Building Video Surveillance Equipment (In-building)

In this role the Vendor will engage in the following activities:

- Support Response time: Non- Critical Issues < 1 hour, Critical Issues < 15 min.
- Promptly assess functional issues with COL hardware and software.
- Repair or cause to be repaired all COL hardware and software in a timely manner.
- Acquire or cause to be acquired all new approved hardware and software.
- Install or cause to be installed all newly acquired hardware and software.
- Manage, monitor (24x7) COL's internet service data flow
- Assist COL staff in planning and budgeting for future IT needs.
- Manage appropriate redundancy and backup to ensure safety and security of COL's stored data.
- Maintain current installed technologies and other protections against viruses, hacking, and other attacks on COL data.
- Provide recommendations on improving security across all I.T. related technologies (Physical and Electronic).
- Provide appropriate help information in a timely manner to all COL employees and council
- Maintain timely and thorough communications with COL's designated representative(s).
- Provide periodic training to enhance productive usage of COL's information technology investments.



## BAXTER INFORMATION TECHNOLOGY CONSULTING SERVICES

**Section 2.** VENDOR shall be paid by COL an annual fee for professional services of \$68,850, said annual fee to be paid in twelve equal installments of \$5,737. Fees are for professional services of VENDOR only. Fees do not include purchase price for hardware or software, or any fees for other non-VENDOR services. VENDOR shall not be reimbursed for travel expenses.

**Section 2a.** Growth of the COL's IT infrastructure, new technologies, and COL personnel greater than 5% of current level may cause to increase the professional services fees charged by the Vendor. Any increases would be negotiated separately. Current Inventory levels are the following for the purpose of tracking growth

1. Users = 94
2. Desktops, Laptops = 43
3. Other Authorized Mobile devices = Approximately 25
4. Servers = 7
5. Critical Applications = 8
6. Infrastructure Hardware = 7
7. Telephone Systems = 1
8. Telephones = 26
9. Card Access System = 2
10. Card Access Doors = 8
11. Video Camera System = 3
12. Video Cameras = 33

Specific Data will be tracked by the vendor and provided on a semiannual basis: inventory of items supported, estimated time report, locations of items, users being supported, estimate of time spent on each area: phones, security, computers, etc.

**Section 2b.** Vendor professional services fees shall not increase further than the above rate until Sep. 31<sup>st</sup> 2015. After this, service fees will be negotiated based upon the growth of the cities I.T. demands during the annual budget development cycle.

**Section 2c.** Projects which include new hardware or software implementations, hardware or software upgrades will be considered outside the scope of the support and maintenance agreement. Vendor will provide non-contract services at a 25% discounted rate of \$95/hr.

**Section 3.** VENDOR shall hold periodic conferences with COL, or its representative(s), in an effort to benefit from the COL's experience and knowledge of existing needs, goals, and assets, and so as to make the IT investments as consistent as is reasonably practicable with the COL's current policies and standards.

**Section 4.** VENDOR will advise and assist COL in the need and in applying for licenses or permits required by law, and will comply with ordinances, laws, orders, rules and regulations which pertain to its services hereunder. However, nothing contained herein shall alter the fact that COL shall be responsible to pay all costs or fees associated with any licenses and permits required by law. COL shall also have the sole responsibility to obtain all licenses or permits required by law.

**Section 5.** VENDOR will perform and complete its work in a good and workmanlike manner. VENDOR shall not, either during or after the term of this agreement, disclose to any third party, any confidential



BAXTER INFORMATION TECHNOLOGY  
CONSULTING SERVICES

information relative to the work or the business of COL, without the written consent of COL, except to the VENDOR's subcontractors. COL's representative shall at all times have access to the work for the purpose of inspecting the work and determining that the work is being performed in accordance with the terms of this agreement.

**Section 6.** In performance of the services hereunder, VENDOR shall be an independent contractor with the sole authority to control and direct the performance of the details of the work. VENDOR is self-employed, shall not purport to be an employee or an agent of COL, and shall not have any right or power to bind COL to any obligation not otherwise specifically authorized in writing by COL. VENDOR shall provide its own premises for performance of its duties hereunder, but shall have free access to the premises of COL and any information, records and other material relevant to its work hereunder.

**Section 7.** This agreement represents the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by both of the parties.

**Section 8.** 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 unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 9.** This entire CONTRACT is performable in Collin County, Texas, and the venue for any action related, directly or indirectly, to this CONTRACT or in any manner connected therewith shall be Collin County, Texas, and this CONTRACT shall be construed under the laws of the State of Texas.

**Section 10.** COL and VENDOR each binds himself and his successors, executors, administrators and assigns to any other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither COL nor VENDOR shall assign, sublet or transfer its interest in this agreement without the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent or employee of COL or VENDOR.

**Section 11.** VENDOR agrees to indemnify and hold harmless COL and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, which directly arise out of VENDOR's breach of any of the terms or provisions of this agreement, or by any other negligent act, error or omission of VENDOR, its agents, servants, employees, subcontractors, or any other persons or entities for whose acts VENDOR is legally liable.

**Section 12.** This agreement shall take effect on Oct 1, 2014 or upon date of execution by both parties, whichever shall be later, and shall remain in effect for a period of thirty six months. Either party to this agreement may terminate the agreement by giving to the other party ninety (30) days' notice in writing.



BAXTER INFORMATION TECHNOLOGY  
CONSULTING SERVICES

**FOR COL:**

\_\_\_\_\_  
Joni Clarke, COL Manager

\_\_\_\_\_  
Date

**FOR VENDOR**

\_\_\_\_\_  
William Baxter

\_\_\_\_\_  
Date





**City of Lucas  
Council Agenda Request  
Meeting Date: August 7, 2014**

**Name & Title of Requestor:** Stanton Foerster, Public Works Director

**Agenda Item:**

Consent and approve the purchase of Opticom activated fire station flashing signs as part of the RTR W Lucas Road/Country Club Intersection Project; and authorize the Mayor to purchase the signs in the amount of \$24,427.92 from Consolidated Traffic Controls, Inc.

**Background Information:**

These signs were removed from the original project due to budget constraints. There is now funds available to purchase these signs hand have them installed.

**Attachments/Supporting Documentation:**

1. Contract No.: PE-05-13 from Consolidated Traffic Controls

**Budget/Financial Impact:**

There are funds available in FY 13-14 line item 21-8210-491-111 for this purchase.

**Recommendation:**

Staff recommends approval of Contract No.: PE-05-13 from Consolidated Traffic Controls in the amount of \$24,427.92

**Motion:**

Included in the Consent Agenda Motion.



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

**Contract No.:** PE-05-13

**Date Prepared:** 5/9/2014

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

<b>Buying Agency:</b> City of Lucas, Texas	<b>Contractor:</b> Consolidated Traffic Controls, Inc.
<b>Contact Person:</b> Stanton Foerster, PE	<b>Prepared By:</b> Frank Fisher
<b>Phone:</b> 972-727-8999 Ext. 246	<b>Phone:</b> 800-448-8841
<b>Fax:</b>	<b>Fax:</b> 800-448-8850
<b>Email:</b> sfoerster@lucastexas.us	<b>Email:</b> frank@ctc-traffic.com

<b>Catalog / Price Sheet Name:</b>	Traffic Control, Enforcement & Signal Preemption Equipment
<b>General Description of Product:</b>	Fire Station Warning System & Opticom Intersection Service Page 1 of 2

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
2	Solar Pwr Fire Station Warning System w/ IR Opticom Activation & Preempt Signal Relay (600001E)	8639.66	17279.32
	Each RTC Manufacturing System includes the following equipment:		0
	Dual Battery Enclosure w/ (2) 58 Ahr Gel Cell Batteries & Opticom Detect/Relay Solar Control Panel		0
	(2) 20 Watt Solar Panels with Top-of-Pole Mounting Hardware		0
	Opticom Components: IR Opticom 721 Detector; 762 Phase Selector on Control Panel; 794H Emitter		0
	Back-to-Back Dual 12" Yellow Poly Signal Heads w/ 12" Amber LEDs and mounting hardware		0
	Back-to-Back Dual MUTCD W11-8 Fire Station Warning Signs and 'Fire Trucks' Text Signs		0
	20' Spun Aluminum Pole with Square Base, Collar, and Screw-In 8' Pelco Anchor		0
			0
1	Model 721 IR Opticom Detector for intersection Lucas Rd & Country Club Rd. (78-8095-3853-7)	483.6	483.6
1	CTC Model 500B IR Detector Mounting Mounting Bracket	20	20
1	Model 138 IR Opticom Detector Cable 500' spool. (78-8009-6556-4)	205	205
<b>Total From Other Sheets, If Any:</b>			6440
<b>Subtotal A:</b>			24427.92

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			0

**Check:** The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A. **For this transaction the percentage is:** 0%

**C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges**

<b>Subtotal C:</b>			0

**Delivery Date:** 4 to 5 Weeks ARO

**D. Total Purchase Price (A+B+C):**

24427.92





**City of Lucas  
Council Agenda Request  
Meeting Date: August 7, 2014**

**Name & Title of Requestor: Delta Moody, Utility Billing**

**Agenda Item:**

Discuss and consider the approval of the Utility Billing Administrative Guidelines.

**Background Information:**

The Utility Billing Division is in the process of establishing administrative guidelines to direct our operations and interactions with our utility customers.

The water rates and utility service fees are currently set by ordinance and a Master Fee schedule through an adopted resolution. The proposed fee changes will be included in the updated Master Fee Schedule (coming to a future meeting for Council consideration).

There have been situations which could have been resolved had there been formal procedures in place. These Administrative Guidelines would serve as an excellent communication tool for our community.

**Attachments/Supporting Documentation:**

1. Utility Billing Policy and Procedures.

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A

**Motion:**

I make a Motion to **approve/deny** the Utility Billing Administrative Guidelines and authorize the City Manager to make revisions as necessary.

## **City of Lucas Utility Billing Administrative Guidelines**

The City of Lucas strives to deliver exceptional customer service and embraces the fair and equitable treatment of all its customers. By establishing written policies for the administration of the City's utility billing function, it helps to promote an understanding of the system and promotes fairness in the manner that invoices are processed and the accounting practices associated with utility revenue. This policy applies to all residential and commercial water customers and those customers that receive trash disposal and/or recycling services through the City's provider, Barnes Waste Disposal. Please note that to receive curbside recycling service, you will need to contract with Barnes Waste Disposal directly. The City of Lucas has a utility billing representative ready to assist you and answer any questions that may arise.

### **How does a customer sign up for residential or commercial water and trash disposal service?**

To request service, a customer is required to complete a Service Application and remit the required deposit and service fee. Advanced notice is required, please allow a minimum of 24 hours for service set-up to be completed.

You may request these services by downloading the Service Application from the City's website ([www.lucastexas.us](http://www.lucastexas.us)).

Please deliver or mail the following to City Hall:

- A completed Service Application
- Advanced notice
- \$50.00 new service fee
- \$100.00 service deposit
- A copy of your valid driver's license

The address of City Hall is:

City of Lucas  
665 Country Club Road  
Lucas, TX 75002-7651  
Attn: Utility Billing

Or you may also pick up a copy of the Service Application at City Hall and submit it directly to the Utility Billing Representative at the above mentioned address during

regular business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding recognized City holidays).

**How much is the deposit for water and trash service?**

The residential or commercial service deposit is \$100.00.

**How do I sign up for trash disposal service only?**

There are a few customers that receive water from other providers and only receive trash disposal service from the City of Lucas. The process and deposit are the same as those customers requesting both water and trash disposal.

**Does the City of Lucas have a recycling program?**

The City of Lucas contracts with Barnes Waste Disposal to provide the optional curbside recycling services. Residents wanting this service will need to call Barnes Waste Disposal directly at (972) 396-1139 or complete the service card to initiate service on the Barnes website ([www.barneswds.com](http://www.barneswds.com)). Recycling collection intervals are every other week on Wednesday or Friday, contact Barnes Waste Disposal to find out the correct day for your address. Items to be recycled must be out at the curb by 7:00 a.m.

**What is the process to sign up for commercial services?**

The process is the same as residential service, a commercial customer is required to complete a Service Application and remit the required deposit and service fee.

**When will I receive an invoice for water and trash service?**

The City of Lucas mails utility billing invoices on or before the 25<sup>th</sup> day of each month. Customers that do not receive invoices by the first business day of the month should contact the Utility Billing Representative to obtain the balance due. A duplicate invoice may be mailed to a customer upon your request.

**When is my utility bill payment due?**

Payment is due on the 10<sup>th</sup> day of each month. If the 10<sup>th</sup> day falls on a Saturday or Sunday, payment is due on the following Monday. In order to avoid the assessment of delinquent penalties, payments must be received by close of business on the due date. Please note that payments postmarked by the due date will **NOT** be considered as being received on the due date.

In addition, payments made through alternative sources such as the telephone, drop-boxes, or online will be accepted according to the terms established for those services. Payments made through a bank generated check must be received on or

before the due date. Payments are not posted to your utility billing account until received and processed by the utility billing office.

**What payment options are available to me?**

The City of Lucas accepts many forms of payment via several convenient payment methods. Payments may be sent by US Postal service to the address below:

City of Lucas  
665 County Club  
Lucas, Texas 75002-7651  
Attn: Utility Billing

We also offer a convenient drop-box that is available 24 hours per day. The drop-box is located in the front parking lot of City Hall next to the flags. Payments placed into this drop-box will be processed on the next business day.

The Utility Billing Representative is also available during regular business hours to receive your payment and answer any questions that you might have.

You may also set up automatic payments by completing an Automatic Bank Draft form, (ACH form), ([www.lucastexas.us](http://www.lucastexas.us)) along with a voided check and submit the completed form to the Utility Billing Representative. This will be drafted on the 10<sup>th</sup> day of each month or the next business day, if that falls on a weekend or holiday.

The City also accepts Visa, MasterCard and Discover with a 3% processing fee added to the balance due. You may contact the Utility Billing Representative at 927-912-1205 to make credit card payments via the telephone.

**What happens if my utility bill is not paid on time?**

If payment is not received by the due date, the account will be assessed a late payment charge of \$25.00.

**Does the City provide a notice if I miss a payment?**

The City of Lucas typically provides telephone calls to delinquent accounts after the due date and prior to disconnection of service. However, these calls are to be considered a courtesy and not a requirement. Customers should not rely on the City to provide telephone notification as a reminder to render payment.

If the amount due remains unpaid, on the 15<sup>th</sup> day of the month, a disconnection notice will be sent. If the 15<sup>th</sup> falls on a Saturday or Sunday, the notice will be mailed



on the following Monday. Two business days after the disconnect notification has been mailed, without further notice, the account is eligible for disconnection due to non-payment.

Delinquent notifications will be displayed on the City's utility invoice form highlighted in red. If a customer receives a delinquent notification, immediate payment must be made to avoid disconnection of services.

In addition to the penalties outlined above, delinquent payments may result in the account being assessed an additional service deposit in an amount up to two months of the location's average billings.

**If you received a disconnect notice on your utility bill, how quickly must you pay?**

Customers receiving a disconnect notification on their utility bills must act immediately. The account is subject to disconnection two business days after the disconnect notice is mailed.

**If you have been disconnected for non-payment, you must pay to re-establish your service.**

In the event that an account is disconnected for non-payment, the total outstanding amount due, a disconnect fee of \$15.00, a reconnect fee of \$25, and deposit equal to two months of average billings must be paid to re-establish service.

**When will your deposit be refunded?**

Deposits will be refunded to customers when the account has been finalized and closed.

When a service deposit is refunded, the funds are first applied to the remaining balance on the account. If a credit remains after that transaction, a refund check will be generated and mailed to the customer's name and address that is on file with the City. Please make sure we have your forwarding address.

**Does the City offer any kind of payment plans and if so, who is qualified to have installment payments?**

The City of Lucas acknowledges that sometimes there are events that occur that we do not have control over and that it can impact our ability to make timely payments. Please contact the Utility Billing Representative to set up a payment plan. Payment plans cannot extend beyond a 90-day repayment period. A condition of a payment

plan is that the customer remains current on all other invoices during the 90-day repayment period.

**Does the City ever make any kind of adjustments to an amount due for water consumption and if so, what situations would warrant an adjustment?**

The only adjustment that is allowed to reduce an outstanding balance for water consumption is if extenuating circumstances occur and can be documented. For example, the City can provide for an adjustment when a leak occurs. In order to receive this adjustment, the customer must produce a receipt for repairs to fix the leak. The City of Lucas is responsible for maintenance of waterlines and meters. The customer is responsible for maintenance of the waterline between the meter and the customer's property.

For a customer to qualify for this type of adjustment, the customer must have received an invoice for water consumption that is in excess of three times the average monthly invoice. The average monthly invoice is calculated using data from the most recent twelve month period.

**What do I do if I think my water meter is not operating correctly?**

Please notify the Utility Billing Representative and a Public Works Technician will test and evaluate the meter. If the meter is operational, the Customer will be charged a \$25 meter assessment fee. If the meter is found to be faulty, it will be replaced without any cost to the customer and a corrected invoice will be generated.

**What should I do if I believe my water consumption displayed on my invoice is incorrect?**

Please notify the Utility Billing Representative and a Public Works Technician will be scheduled to reread your meter to verify your water usage. If the usage is correct, the Customer will be charged a \$25.00 re-read fee. If the reading is found to be incorrect, the customer will not be assessed a fee and a corrected invoice will be generated.

**Does the City charge a fee for a NSF Check?**

The City will assess a \$25.00 fee for all checks that are returned for nonsufficient funds. Any future payment will be limited to cash, money order, cashier check or credit card.



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Liz Exum – Finance Director**

**Agenda Item:**

Discuss and consider the proposed City of Lucas' Tax Rate for Fiscal Year 2014-2015.

**Background Information:**

The Finance Department has received the effective and rollback calculations for the 2014-2015 tax year from the county tax assessor. Property tax options have been reviewed by staff and are being presented to council for vote on a proposed tax rate for Fiscal Year 2014-2015. It is important to note the following:

1. The maintenance and operating tax rate is .0209 cents lower than the current tax rate.
2. The interest and sinking tax rate is .0140 cents lower than the current tax rate.
3. The total reduction to the current tax rate is .034955 cents.
4. Only two cities in Collin County have the additional sales tax rate adopted for Property tax relief.
5. The tax rate will continue to decrease as additional sales tax dollars are collected.
6. The City should consider acquiring new debt to fund roadway projects and to help stabilize the existing tax rate.

**Attachments/Supporting Documentation:**

1. Property tax options worksheet for FY 2014-2015.

**Budget/Financial Impact:**

The financial impact to the budget is detailed in the property tax option worksheet.

**Recommendation:**

Staff recommends Option 1 - a proposed tax rate of 32.0661 percent, which is the rollback rate for the 2014 tax year.

**Motion:**

There must be a record vote accepting the tax rate for FY 2014-2015.

I make a Motion to **approve/deny** Option #1, a proposed tax rate of 32.0661 percent, which is a rollback rate for the 2014 tax year.





**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Liz Exum – Finance Director**

**Agenda Item:**

Discussion only for the proposed City of Lucas' Budget for Fiscal Year 2014-2015.

**Background Information:**

The City Manager and Finance Director have completed the review process with the City departments for the proposed budget for Fiscal Year 2014-2015. At the workshop held on July 22<sup>nd</sup>, staff received the following feedback:

- Updated Training Plans – review per diem charges and travel plans for accuracy and completeness.
- Move IT expenditures that are specific to Fire/EMS from non-departmental to the Fire Department Budget.
- Discuss the use of laptops with Baxter IT.
- Create a staffing analysis to illustrate the number of authorized positions and cost of labor by department (staff will provide 5 years of data).
- Evaluate sick time accrual/short-term disability/long-term disability.
- Evaluate refinancing debt, paying off debt, impact on tax rate, etc. (staff will set up a meeting with the City's financial advisors).
- Evaluate in-house training for Leadership Team.

**Attachments/Supporting Documentation:**

1. City Manager Budget Memorandum.
2. Detailed Proposed Budget for FY 2014-2015.

**Budget/Financial Impact:**

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

**Recommendation:**

Discussion only, no action is required.



**City of Lucas**

665 Country Club Road • Lucas, Texas 75002-7651

Telephone (972) 727-8999 • Fax (972) 727-0091 • [www.lucastexas.us](http://www.lucastexas.us)

**MEMORANDUM**

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

Copy: Liz Exum, Finance Director  
Stanton Foerster, Public Works Director  
Joe Hilbourn, Development Services Director  
Jim Kitchens, Fire Chief  
Kathy Wingo, City Secretary

From: Joni Clarke, City Manager 

Re: Fiscal Year 2014/2015 Budget

Date: August 1, 2014

It is my pleasure to provide our elected officials with the proposed fiscal year 2014/2015 budget. With each new fiscal year, it provides us with the opportunity to establish our goals and allocate resources in a manner that will enhance the quality of life that we enjoy by being part of the Lucas community. City staff is committed to providing excellent customer service and to undertake projects and programs that are grounded in ensuring that Lucas continues to be a great place to live.



City staff will place an emphasis in achieving results in the following areas:

### ***Infrastructure Improvements***

- Focus on the possible redesign and reconstruction of the City's collector streets with consideration being given to the uniqueness of each street and place an overall emphasis on characteristics that would enhance the natural beauty of Lucas.
- Continue to reinvest in water infrastructure by eliminating dead end lines when possible and improving water delivery to customers.
- Continue proactive street maintenance program.
- Conduct bridge analysis.

### ***Customer Service Enhancements***

- Implement on-line payment of utilities to streamline payment process.
- Conduct citizen survey to receive feedback regarding citizen expectation.
- Organize customer service training.

### ***Development***

- Revision of Comprehensive Plan.

### ***Public Safety***

- Evaluate current operations to identify strategies that will embrace best practices and create a plan based on community needs.

### ***Policy Revision***

- Update investment policy to ensure compliance with all state guidelines and create fiscal policies that support governmental transparency.
- Update personnel policy.

It is a pleasure to work with such a talented team and I appreciate the opportunity to serve as your City Manager.

# CITY OF LUCAS PROPOSED BUDGET

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**Fiscal Year 2014-2015**



	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/13	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET
<b>REVENUE SUMMARY</b>							
<b>GENERAL FUND</b>							
PROPERTY TAXES	\$ 1,560,965.10	\$ 1,694,628.00	\$ 5,000.00	\$ 1,699,628.00	\$ 1,682,391.15	\$ 1,699,628.00	\$ 1,808,516.00
OTHER TAXES	\$ 760,710.35	\$ 999,950.00	\$ 40,748.00	\$ 1,040,698.00	\$ 761,666.89	\$ 1,040,698.00	\$ 1,065,500.00
FINES & FORFEITURES	\$ 26,391.58	\$ 20,295.00	\$ (240.00)	\$ 20,055.00	\$ 17,855.07	\$ 20,055.00	\$ 1,872.50
LICENSES & PERMITS	\$ 467,718.90	\$ 407,615.00	\$ 32,123.00	\$ 439,738.00	\$ 301,941.60	\$ 439,738.00	\$ 412,425.00
FIRE DEPARTMENT REVENUE	\$ 157,388.93	\$ 225,002.55	\$ -	\$ 225,002.55	\$ 154,537.19	\$ 225,002.55	\$ 304,244.00
FEES & SERVICE CHARGES	\$ 77,909.06	\$ 79,062.52	\$ 250.00	\$ 79,312.52	\$ 32,337.24	\$ 79,312.52	\$ 88,075.00
NOTE PROCEEDS	\$ -	\$ 345,000.00	\$ -	\$ 345,000.00	\$ 345,000.00	\$ 345,000.00	\$ -
MISCELLANEOUS REVENUES	\$ 330,498.49	\$ 408,382.57	\$ 29,868.31	\$ 438,250.88	\$ 174,604.64	\$ 438,250.88	\$ 566,202.72
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$ 3,381,582.41</b>	<b>\$ 4,179,935.64</b>	<b>\$ 107,749.31</b>	<b>\$ 4,287,684.95</b>	<b>\$ 3,470,333.78</b>	<b>\$ 4,287,684.95</b>	<b>\$ 4,246,835.22</b>
<b>WATER UTILITIES FUND</b>							
FEES & SERVICE CHARGES	\$ 3,377,111.92	\$ 3,188,637.66	\$ 6,000.00	\$ 3,194,637.66	\$ 1,791,002.49	\$ 3,194,637.66	\$ 3,361,782.00
MISCELLANEOUS REVENUES	\$ 36,466.19	\$ 54,820.00	\$ (19,450.00)	\$ 35,370.00	\$ 2,966.93	\$ 35,370.00	\$ 35,370.00
<b>TOTAL WATER UTILITIES FUND REVENUE</b>	<b>\$ 3,413,578.11</b>	<b>\$ 3,243,457.66</b>	<b>\$ (13,450.00)</b>	<b>\$ 3,230,007.66</b>	<b>\$ 1,793,969.42</b>	<b>\$ 3,230,007.66</b>	<b>\$ 3,397,152.00</b>
<b>DEBT SERVICE FUND</b>							
PROPERTY TAXES	\$ 677,916.71	\$ 665,650.00	\$ 2,050.00	\$ 667,700.00	\$ 666,787.98	\$ 667,700.00	\$ 619,210.00
<b>TOTAL DEBT SERVICE FUND REVENUE</b>	<b>\$ 677,916.71</b>	<b>\$ 665,650.00</b>	<b>\$ 2,050.00</b>	<b>\$ 667,700.00</b>	<b>\$ 666,787.98</b>	<b>\$ 667,700.00</b>	<b>\$ 619,210.00</b>
<b>COMBINED REVENUE TOTALS</b>	<b>\$ 7,473,077.23</b>	<b>\$ 8,089,043.30</b>	<b>\$ 96,349.31</b>	<b>\$ 8,185,392.61</b>	<b>\$ 5,931,091.18</b>	<b>\$ 8,185,392.61</b>	<b>\$ 8,263,197.22</b>
<b>EXPENDITURES</b>							
<b>GENERAL FUND</b>							
CITY COUNCIL	\$ 51,885.43	\$ 41,429.95	\$ -	\$ 41,429.95	\$ 27,908.42	\$ 41,429.95	\$ 53,174.00
CITY SEC	\$ 111,299.80	\$ 134,428.15	\$ -	\$ 134,428.15	\$ 90,709.93	\$ 134,428.15	\$ 140,460.84
ADMIN/FINANCE	\$ 366,098.27	\$ 438,483.24	\$ (6,225.00)	\$ 432,258.24	\$ 274,055.84	\$ 432,258.24	\$ 470,922.52
DEVELOPMENT SERVICES	\$ 272,720.68	\$ 287,186.24	\$ (20,985.85)	\$ 265,200.39	\$ 167,967.24	\$ 265,200.39	\$ 312,144.27
PUBLIC WORKS	\$ 414,785.89	\$ 1,036,402.71	\$ -	\$ 1,036,402.71	\$ 239,278.75	\$ 1,036,402.71	\$ 1,132,857.29
PARKS	\$ 133,481.66	\$ 110,008.99	\$ 7,000.00	\$ 117,008.99	\$ 50,065.71	\$ 117,008.99	\$ 129,436.81
FIRE	\$ 732,271.51	\$ 1,750,196.93	\$ 3,100.00	\$ 1,753,296.93	\$ 1,162,053.62	\$ 1,753,296.93	\$ 1,499,778.19
NON-DEPARTMENTAL	\$ 306,907.05	\$ 381,477.00	\$ 33,453.00	\$ 414,930.00	\$ 240,626.95	\$ 414,930.00	\$ 507,578.00
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 2,389,450.29</b>	<b>\$ 4,179,613.21</b>	<b>\$ 16,342.15</b>	<b>\$ 4,194,955.36</b>	<b>\$ 2,252,666.46</b>	<b>\$ 4,194,955.36</b>	<b>\$ 4,246,351.92</b>
<b>WATER UTILITIES FUND</b>							
TOTAL EXPENDITURES	\$ 2,390,893.75	\$ 2,611,515.39	\$ 10,301.20	\$ 2,621,816.59	\$ 1,489,335.90	\$ 2,621,816.59	\$ 2,865,039.24
<b>DEBT SERVICE</b>							
WATER UTILITIES	\$ 515,783.00	\$ 533,220.00	\$ -	\$ 533,220.00	\$ 444,905.50	\$ 533,220.00	\$ 530,364.00
GENERAL FUND	\$ 606,242.25	\$ 612,960.00	\$ -	\$ 612,960.00	\$ 499,612.75	\$ 612,960.00	\$ 608,810.50
<b>TOTAL DEBT SERVICE</b>	<b>\$ 1,122,025.25</b>	<b>\$ 1,146,180.00</b>	<b>\$ -</b>	<b>\$ 1,146,180.00</b>	<b>\$ 944,518.25</b>	<b>\$ 1,146,180.00</b>	<b>\$ 1,139,174.50</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,902,369.29</b>	<b>\$ 7,937,308.60</b>	<b>\$ 26,643.35</b>	<b>\$ 7,962,951.95</b>	<b>\$ 4,686,520.61</b>	<b>\$ 7,962,951.95</b>	<b>\$ 8,250,565.66</b>
<b>NET REVENUE LESS EXPENDITURES</b>	<b>\$ 1,570,707.94</b>	<b>\$ 151,734.70</b>	<b>\$ 69,705.96</b>	<b>\$ 222,440.66</b>	<b>\$ 1,244,570.57</b>	<b>\$ 222,440.66</b>	<b>\$ 12,631.56</b>

2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/13	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET
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**SUMMARY BY FUND**

<b>GENERAL FUND</b>							
REVENUE	\$ 3,381,582.41	\$ 4,179,935.64	\$ 107,749.31	\$ 4,287,684.95	\$ 3,470,333.78	\$ 4,287,684.95	\$ 4,246,835.22
EXPENDITURES	\$ 2,389,450.29	\$ 4,179,613.21	\$ 16,342.15	\$ 4,194,955.36	\$ 2,252,666.46	\$ 4,194,955.36	\$ 4,246,351.92
NET REVENUE LESS EXPENDITURES	\$ 992,132.12	\$ 322.43	\$ 91,407.16	\$ 92,729.59	\$ 1,217,667.32	\$ 92,729.59	\$ 483.30
<b>WATER UTILITES FUND</b>							
REVENUE	\$ 3,413,578.11	\$ 3,243,457.66	\$ (13,450.00)	\$ 3,230,007.66	\$ 1,793,969.42	\$ 3,230,007.66	\$ 3,397,152.00
EXPENDITURES	\$ 2,390,893.75	\$ 2,611,515.39	\$ 10,301.20	\$ 2,621,816.59	\$ 1,489,335.90	\$ 2,621,816.59	\$ 2,865,039.24
DEBT SERVICE	\$ 515,783.00	\$ 533,220.00	\$ -	\$ 533,220.00	\$ 444,905.50	\$ 533,220.00	\$ 530,364.00
NET REVENUE LESS EXPENDITURES	\$ 506,901.36	\$ 98,722.27	\$ (23,751.20)	\$ 74,971.07	\$ (140,271.98)	\$ 74,971.07	\$ 1,748.76
<b>DEBT SERVICE FUND-GENERAL</b>							
REVENUE	\$ 677,916.71	\$ 665,650.00	\$ 2,050.00	\$ 667,700.00	\$ 666,787.98	\$ 667,700.00	\$ 619,210.00
EXPENDITURES	\$ 606,242.25	\$ 612,960.00	\$ -	\$ 612,960.00	\$ 499,612.75	\$ 612,960.00	\$ 608,810.50
NET REVENUE LESS EXPENDITURES	\$ 71,674.46	\$ 52,690.00	\$ 2,050.00	\$ 54,740.00	\$ 167,175.23	\$ 54,740.00	\$ 10,399.50
NET REVENUE LESS EXPENDITURES	\$ 1,570,707.94	\$ 151,734.70	\$ 69,705.96	\$ 222,440.66	\$ 1,244,570.57	\$ 222,440.66	\$ 12,631.56

**FUND SUMMARIES - GOVERNMENTAL FUNDS**

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	GENERAL	DEBT SERVICE	CAPITAL IMPROVEMENTS	BROCKDALE ROAD IMPROV	RTR/TXDOT COUNTY/LISD	IMPACT FEES	TOTAL GOVERNMENTAL
<b>BEGINNING FUND BALANCE</b>	\$ 5,191,303.79	\$ 434,645.00	\$ 2,077,370.60	\$ 22,000.00	\$ 1,140,240.00	\$ 652,316.00	\$ 9,517,875.39
PROPERTY TAXES	\$ 1,808,516.00	\$ 619,210.00					\$ 2,427,726.00
OTHER TAXES	\$ 1,065,500.00						\$ 1,065,500.00
FINES & FORFEITURES	\$ 1,872.50						\$ 1,872.50
LICENSES & PERMITS	\$ 412,425.00						\$ 412,425.00
FIRE DEPARTMENT REVENUE	\$ 304,244.00						\$ 304,244.00
FEES & SERVICE CHARGES	\$ 88,075.00						\$ 88,075.00
MISCELLANEOUS REVENUES	\$ 566,202.72		\$ 3,000.00	\$ 66,000.00			\$ 635,202.72
IMPACT FEES						\$ 128,000.00	\$ 128,000.00
RTR FUNDS LEFT TURN LANES							\$ -
RTR FUNDS FM 1378							\$ -
LISD FUNDS FOR ESTELLE/CC					\$ 80,000.00		\$ 80,000.00
COUNTY FUNDS					\$ 244,000.00		\$ 244,000.00
TRANSFER IN RESERVES			\$ 137,985.00				\$ 137,985.00
TRANSFER IN IMPACT FEES							\$ -
<b>TOTAL REVENUES</b>	\$ 4,246,835.22	\$ 619,210.00	\$ 140,985.00	\$ 66,000.00	\$ 324,000.00	\$ 128,000.00	\$ 5,525,030.22
<b>EXPENDITURES</b>							
CITY COUNCIL	\$ 53,174.00						\$ 53,174.00
CITY SEC	\$ 140,460.84						\$ 140,460.84
ADMIN/FINANCE	\$ 470,922.52						\$ 470,922.52
DEVELOPMENT SERVICES	\$ 312,144.27						\$ 312,144.27
PUBLIC WORKS	\$ 1,132,857.29						\$ 1,132,857.29
PARKS	\$ 129,436.81						\$ 129,436.81
FIRE	\$ 1,499,778.19						\$ 1,499,778.19
NON-DEPARTMENTAL	\$ 507,578.00						\$ 507,578.00
DEBT SERVICE PRINCIPAL		\$ 390,000.00					\$ 390,000.00
DEBT SERVICE INTEREST/BOND EXP		\$ 218,810.50					\$ 218,810.50
CAPITAL PROJECTS ESTELLE/ANGEL PKWY						\$ 320,000.00	\$ 320,000.00
CAPITAL PROJECTS ESTELLE/CC INTERSECTION					\$ 80,000.00	\$ 10,000.00	\$ 90,000.00
CAPITAL PROJECTS (BAIT SHOP INTERSECTION)						\$ 300,000.00	\$ 300,000.00
CAPITAL PROJECTS RTR LEFT TURN LANES					\$ 20,240.00	\$ 5,060.00	\$ 25,300.00
CAPITAL PROJECTS RTR FM 1378					\$ 1,364,000.00	\$ 36,000.00	\$ 1,400,000.00
CAPITAL PROJECTS CIVIC CENTER			\$ 137,985.00				\$ 137,985.00
CAPITAL PROJECTS FIRE DEPT			\$ 2,071,261.00				\$ 2,071,261.00
							\$ -
<b>TOTAL EXPENDITURES</b>	\$ 4,246,351.92	\$ 608,810.50	\$ 2,209,246.00	\$ -	\$ 1,464,240.00	\$ 671,060.00	\$ 9,199,708.42
<b>NET CHANGE IN FUND BALANCE</b>	\$ 483.30	\$ 10,399.50	\$ (2,068,261.00)	\$ 66,000.00	\$ (1,140,240.00)	\$ (543,060.00)	\$ (3,674,678.20)
<b>ENDING FUND BALANCE</b>	\$ 5,191,787.09	\$ 445,044.50	\$ 9,109.60	\$ 88,000.00	\$ -	\$ 109,256.00	\$ 5,843,197.19
<b>MINUS RESTRICTED FOR:</b>							
IMPACT FEES						\$ (109,256.00)	\$ (109,256.00)
BROCKDALE ROAD IMPROVEMENTS				\$ (88,000.00)			\$ (88,000.00)
TRSF TO CAPITAL FROM RESERVES	\$ (137,985.00)						\$ (137,985.00)
DEBT SERVICE PAYMENTS	\$ (28,427.00)	\$ (445,044.50)					\$ (445,044.50)
MUNICIPAL COURT							\$ (28,427.00)
CAPITAL IMPROVEMENT PROJECTS			\$ (9,109.60)				\$ (9,109.60)
UNASSIGNED FUND BALANCE	\$ 5,025,375.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,025,375.09
<b>TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT</b>	\$ 5,025,375.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,025,375.09
AMOUNT IN DAYS OPERATING COST	432						432
AMOUNT IN MONTHS OPERATING COST	14.4						14.4
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	\$ (2,123,175.96)						\$ (2,123,175.96)
<b>TOTAL RESERVES AFTER GASB 54 REQUIREMENTS</b>	\$ 2,902,199.13						\$ 2,902,199.13
AMOUNT IN DAYS OPERATING COST	249						249
AMOUNT IN MONTHS OPERATING COST	8.3						8.3

**FUND SUMMARIES - PROPRIETARY**

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
<b><u>BEGINNING BALANCE RESTRICTED/UNRESTRICTED</u></b>	\$ 4,598,170.07	\$ 983,874.00	\$ -	\$ 5,582,044.07
WATER REVENUE	\$ 2,911,782.00			\$ 2,911,782.00
WASTE WATER REVENUE	\$ 32,000.00			\$ 32,000.00
TRASH REVENUE	\$ 418,000.00			\$ 418,000.00
MISCELLANEOUS REVENUES	\$ 35,370.00			\$ 35,370.00
DEVELOPERS CONTRIBUTIONS				\$ -
IMPACT FEES			\$ 120,000.00	\$ 120,000.00
TRANSFER IN IMPACT FEES		\$ 120,000.00		\$ 120,000.00
TRANSFER IN FUND BALANCE - WATER		\$ 716,285.00		\$ 716,285.00
<b>TOTAL REVENUES</b>	<b>\$ 3,397,152.00</b>	<b>\$ 836,285.00</b>	<b>\$ 120,000.00</b>	<b>\$ 4,353,437.00</b>
<b><u>EXPENDITURES</u></b>				
WATER	\$ 2,468,039.24			\$ 2,468,039.24
TRASH	\$ 372,000.00			\$ 372,000.00
WASTEWATER	\$ 25,000.00			\$ 25,000.00
DEBT SERVICE PRINCIPAL	\$ 360,000.00			\$ 360,000.00
DEBT SERVICE INTEREST/BOND EXP	\$ 170,364.00			\$ 170,364.00
TRANSFER OUT TO FUND WATER PROJECT		\$ -		\$ -
TRANSFER OUT TO FUND WATER PROJECT			\$ 120,000.00	\$ 120,000.00
CAPITAL PROJECTS WF		\$ 1,820,159.00		\$ 1,820,159.00
				\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,395,403.24</b>	<b>\$ 1,820,159.00</b>	<b>\$ 120,000.00</b>	<b>\$ 5,335,562.24</b>
<b>NET CHANGE IN BALANCE</b>	<b>\$ 1,748.76</b>	<b>\$ (983,874.00)</b>	<b>\$ -</b>	<b>\$ (982,125.24)</b>
<b>ENDING BALANCE</b>	<b>\$ 4,599,918.83</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,599,918.83</b>
<b>MINUS RESTRICTED FOR:</b>				
IMPACT FEES			\$ -	\$ -
DEBT SERVICE PAYMENTS	\$ (365,000.00)			\$ (365,000.00)
CUSTOMER DEPOSITS	\$ (205,125.00)			\$ (205,125.00)
TRSF TO CAPITAL FROM RESERVES	\$ (716,285.00)	\$ -		\$ (716,285.00)
UNASSIGNED FUND BALANCE	\$ 3,313,508.83	\$ -	\$ -	\$ 3,313,508.83
<b>TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT</b>	<b>\$ 3,313,508.83</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,313,508.83</b>
AMOUNT IN DAYS OPERATING COST	398			398
AMOUNT IN MONTHS OPERATING COST	13.3			13.3
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	\$ (1,517,701.62)			\$ (1,517,701.62)
<b>TOTAL RESERVES AFTER GASB 54 REQUIREMENTS</b>	<b>\$ 1,795,807.21</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,795,807.21</b>
AMOUNT IN DAYS OPERATING COST	216			216
AMOUNT IN MONTHS OPERATING COST	7.2			7.2

**CAPITAL FUND SUMMARY****CAPITAL WATER PROJECTS:****TOTAL WATER CAPITAL PROJECTS- CARRY OVER FY 13/14:**

STINSON WATER LINE CARRY OVER	\$	983,874.00
OSAGE WATER LINE	\$	53,785.00
ROCK RIDGE WATER LINE	\$	18,300.00
ROCK RIDGE WATER LINE PHASE 2 -DESIGN	\$	19,500.00
W ROCK CREEK BRIDGE W LINE ADJ	\$	30,000.00
<b>TOTAL WATER CAPITAL PROJECTS- CARRY OVER FY 13/14:</b>	<b>\$</b>	<b>1,105,459.00</b>

**CARRY OVER PROJECTS FUNDED BY:**

2011 CO	\$	(983,874.00)
RESERVES	\$	(121,585.00)
<b>TOTAL CARRY-OVER FUNDING</b>	<b>\$</b>	<b>(1,105,459.00)</b>

**NEW WATER PROJECTS FY 14/15:**

ROCK RIDGE WATER LINE PHASE 2 CONSTRUC	\$	600,000.00
NORTH PUMP STATION IMPROVEMENTS	\$	44,700.00
MCGARITY PUMP STATION IMPROVEMENTS	\$	70,000.00
<b>TOTAL NEW PROJECTS</b>	<b>\$</b>	<b>714,700.00</b>

**NEW PROJECT FUNDING - WATER:**

IMPACT FEES FY 14/15	\$	(120,000.00)
RESERVES	\$	(594,700.00)
<b>TOTAL NEW PROJECT FUNDING</b>	<b>\$</b>	<b>(714,700.00)</b>

**CAPITAL ROADWAY AND GF PROJECTS:****TOTAL GENERAL FUND PROJECT CARRY OVER FY 13/14:**

GENERAL FUND CAPITAL FIRE DEPT ADDITION	\$	2,071,261.00
RTR PROJECT TURN LANES	\$	25,300.00
RTR PROJECT W LUCAS RD	\$	1,400,000.00
ESTELLE/ANGEL PKWY (TX DOT)	\$	320,000.00
<b>TOTAL GENERAL FUND PROJECTS- CARRY OVER FY 13/14</b>	<b>\$</b>	<b>3,816,561.00</b>

**CARRY OVER PROJECTS FUNDED BY:**

2011 CO	\$	(2,071,261.00)
RTR FUNDS	\$	(1,140,240.00)
COUNTY FUNDS	\$	(244,000.00)
IMPACT FEES - ROADS	\$	(361,060.00)
<b>TOTAL CARRY-OVER FUNDING</b>	<b>\$</b>	<b>(3,816,561.00)</b>

**NEW GENERAL FUND PROJECTS FY 14/15:**

ESTELLE/CC INTERSECTION	\$	90,000.00
CIVIC CENTER	\$	137,985.00
FM 1378/3286 (BAIT SHOP INTERSEC)	\$	300,000.00
<b>TOTAL NEW PROJECTS</b>	<b>\$</b>	<b>527,985.00</b>

**NEW PROJECT FUNDING - GENERAL FUND:**

IMPACT FEES FY 14/15 - ROADS	\$	(310,000.00)
LISD FUNDING	\$	(80,000.00)
RESERVES	\$	(137,985.00)
<b>TOTAL NEW PROJECT FUNDING</b>	<b>\$</b>	<b>(527,985.00)</b>

	FISCAL YEAR <u>2012-2013</u>	FISCAL YEAR <u>2013-2014</u> YTD AS OF 5/14	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2014-2015 PROPOSED BUDGET
<b>Impact/Development Fee Summary</b>						
<b>GENERAL FUND:</b>						
Beginning Balance General Fund (Restricted)	\$ 828,315.77	\$ 828,315.77	\$ 828,315.77		\$ 828,315.77	\$ 652,315.77
<b>Revenue</b>						
Roadway Impact Fees		\$ 50,850.00	\$ 64,000.00		\$ 64,000.00	\$ 128,000.00
Roadway Fees Brockdale(4989) Improv	\$ -	\$ 6,600.00	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 66,000.00
<b>Total Revenues</b>	<b>\$ 828,315.77</b>	<b>\$ 57,450.00</b>	<b>\$ 64,000.00</b>	<b>\$ 22,000.00</b>	<b>\$ 86,000.00</b>	<b>\$ 194,000.00</b>
<b>Expenditures</b>						
Capital Projects Brockdale Improv		\$ 76,762.00	\$ 601,060.00	\$ (361,060.00)	\$ 240,000.00	\$ 671,060.00
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 76,762.00</b>	<b>\$ 601,060.00</b>	<b>\$ (361,060.00)</b>	<b>\$ 240,000.00</b>	<b>\$ 671,060.00</b>
<b>Revenues less Expenditures</b>						
<b>Restricted for Brockdale Improvements</b>					\$ 22,000.00	\$ 66,000.00
<b>General Fund Ending Balance (Restricted)</b>	<b>\$ 828,315.77</b>	<b>\$ 809,003.77</b>	<b>\$ 291,255.77</b>	<b>\$ 383,060.00</b>	<b>\$ 652,315.77</b>	<b>\$ 109,255.77</b>
<b>WATER FUND:</b>						
Beginning Balance - Water Fund	\$ (5,360,204.63)	\$ (5,360,204.63)	\$ (5,360,204.63)		\$ (5,360,204.63)	\$ (5,914,601.38)
<b>Revenue</b>						
Water Impact Fees	\$ -	\$ 108,181.20	\$ 120,000.00	\$ 12,000.00	\$ 132,000.00	\$ 120,000.00
Development Fees -Sewer		\$ 437,078.25	\$ 437,078.25	\$ -	\$ 437,078.25	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 545,259.45</b>	<b>\$ 557,078.25</b>	<b>\$ 12,000.00</b>	<b>\$ 569,078.25</b>	<b>\$ 120,000.00</b>
<b>Expenditures</b>						
Capital Projects - Water		\$ 518,350.47	\$ 2,176,626.00	\$ (1,123,151.00)	\$ 1,053,475.00	\$ 1,820,159.00
Capital Projects- Sewer		\$ 2,161.43	\$ 70,000.00		\$ 70,000.00	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 520,511.90</b>	<b>\$ 2,246,626.00</b>	<b>\$ (1,123,151.00)</b>	<b>\$ 1,123,475.00</b>	<b>\$ 1,820,159.00</b>
<b>Revenues less Expenditures</b>	<b>\$ -</b>	<b>\$ 24,747.55</b>	<b>\$ (1,689,547.75)</b>	<b>\$ 1,135,151.00</b>	<b>\$ (554,396.75)</b>	<b>\$ (1,700,159.00)</b>
<b>Water Fund Ending Balance</b>	<b>\$ (5,360,204.63)</b>	<b>\$ (5,335,457.08)</b>	<b>\$ (7,049,752.38)</b>	<b>\$ 1,135,151.00</b>	<b>\$ (5,914,601.38)</b>	<b>\$ (7,614,760.38)</b>



# GENERAL FUND





11 -GENERAL FUND

		2012-2013	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2014-2015	
REVENUE		FISCAL YEAR	FY BUDGET	FINAL BUDGET	FISCAL YEAR	YTD ACTUAL	PROJECTED	PROPOSED	DESCRIP
		ACTUAL	RVS FOR MID-YR	ADJUSTMENTS	BUDGET REVISED	AS OF 5/14	ACTUAL	BUDGET	
4916	CREDIT CARD REVENUE	2,458.43	2,400.00	800.00	3,200.00	2,211.06	3,200.00	3,200.00	
4917	CERT APP FEE BEER & WINE	-	750.00		750.00	750.00	750.00	750.00	0.00
4931	RENTAL INCOME	32,520.00	46,200.00		46,200.00	20,150.00	46,200.00	46,200.00	
4980	PARK DEDICATION FEES	67,000.00	55,000.00		55,000.00	11,000.00	55,000.00	60,000.00	
4985	GRANT REVENUES	1,000.00	3,498.57		3,498.57	-	3,498.57	5,500.00	
4986	FOUNDERS DAY DONATIONS	506.00	250.00		250.00	250.00	250.00	250.00	0.00
4990	ROAD IMPROVEMENT CONTRIB	-	75,000.00		75,000.00	75,000.00	75,000.00	75,000.00	0.00
4991	STREET ASSESSMENTS	789.22	-	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	0.00
4992	SALE OF ASSETS	-	2,000.00	501.00	2,501.00	2,501.00	2,501.00	2,501.00	0.00
4993	POSTAGE	-	-		-	-	-	-	
4994	CASH DRWR OVR/UND	-	-		-	-	-	-	
4995	REIMBURSEMENTS	14,274.88	1,000.00		1,000.00	887.00	1,000.00	1,000.00	
4996	TRANSFER IN	-	-		-	-	-	-	
4997	MISCELLANEOUS	1,911.11	6,200.00	16,488.55	22,688.55	22,688.55	22,688.55	1,900.00	Pworks sale of equipment
4998	PILOT TRANSER IN	188,270.64	174,544.00	10,579.00	185,123.00	-	185,123.00	187,477.00	
4999	FIRE DISTRICT TRANSFER IN	-	-	-	-	-	-	245,725.72	
<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>330,498.49</b>	<b>408,382.57</b>	<b>29,868.31</b>	<b>438,250.88</b>	<b>174,604.64</b>	<b>438,250.88</b>	<b>566,202.72</b>	
<b>***TOTAL REVENUES***</b>		<b>3,381,582.41</b>	<b>4,179,935.64</b>	<b>107,749.31</b>	<b>4,287,684.95</b>	<b>3,470,333.78</b>	<b>4,287,684.95</b>	<b>4,246,835.22</b>	

11 -GENERAL FUND CITY COUNCIL DEPARTMENTAL EXPENDITURES		2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>									
6100-112	WORKERS' COMPENSATION	97.83	98.43		98.43	98.43	98.43	100.00	
6100-127	MECICARE	-	132.00		132.00	65.26	132.00	150.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>97.83</b>	<b>230.43</b>	<b>-</b>	<b>230.43</b>	<b>163.69</b>	<b>230.43</b>	<b>250.00</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6100-201	OFFICE SUPPLIES	1,500.00	1,500.00		1,500.00	877.73	1,500.00	1,500.00	
6100-202	POSTAGE	-	100.00		100.00	-	100.00	100.00	
6100-204	FOOD/BEVERAGE	415.51	500.00		500.00	112.54	500.00	1,500.00	Community outreach \$1k
6100-222	AUDIO/VISUAL DEVICES	-	-		-	-	-	2,900.00	\$1700 mics/speakers council chambers/\$1200 audio recorder
6100-228	MEETING SUPPLIES	-	75.00		75.00	-	75.00	75.00	
6100-233	EQUIPMENT MAINTENANCE	-	100.00		100.00	-	100.00	100.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>1,915.51</b>	<b>2,275.00</b>	<b>-</b>	<b>2,275.00</b>	<b>990.27</b>	<b>2,275.00</b>	<b>6,175.00</b>	
<b>PURCHASED SERVICES:</b>									
6100-307	TRAINING & TRAVEL	1,459.59	2,500.00		2,500.00	36.29	2,500.00	2,500.00	
6100-313	MAINTENANCE AGREEMENTS	3,132.85	3,116.00		3,116.00	2,516.42	3,116.00	-	Copier budget in Admin/Water
6100-323	CELL PHONE	1,051.16	1,200.00		1,200.00	561.56	1,200.00	1,200.00	
6100-331	ELECTRICITY	1,692.57	1,500.00		1,500.00	635.58	1,500.00	1,500.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>7,336.17</b>	<b>8,316.00</b>	<b>-</b>	<b>8,316.00</b>	<b>3,749.85</b>	<b>8,316.00</b>	<b>5,200.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6100-444	FOUNDERS DAY	13,407.13	15,000.00		15,000.00	11,166.77	15,000.00	20,000.00	add costs due to larger event
6100-440	BOARDS & COMMISSIONS	-	250.00		250.00	-	250.00	250.00	
6100-441	APPRECIATION/AWARDS	1,137.45	2,500.00		2,500.00	1,373.32	2,500.00	2,500.00	
6100-451	SOFTWARE, BOOKS, & CDS	599.95	600.00		600.00	456.00	600.00	600.00	
6100-442	CONTINGENCY FUND	369.28	3,258.52		3,258.52	3,258.52	3,258.52	5,500.00	Service Trees \$3K
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>24,513.81</b>	<b>30,608.52</b>	<b>-</b>	<b>30,608.52</b>	<b>23,004.61</b>	<b>30,608.52</b>	<b>37,850.00</b>	
<b>CAPITAL OUTLAY</b>									
8100-420	EQUIPMENT	18,022.11	-		-	-	-	3,699.00	upgrade to citizens podium
<b>TOTAL CAPITAL OUTLAY</b>		<b>18,022.11</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,699.00</b>	
<b>TOTAL CITY COUNCIL</b>		<b>51,885.43</b>	<b>41,429.95</b>	<b>-</b>	<b>41,429.95</b>	<b>27,908.42</b>	<b>41,429.95</b>	<b>53,174.00</b>	

## 11 -GENERAL FUND

## CITY SECRETARY

## DEPARTMENTAL EXPENDITURES

	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISE	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>								
6110-101 SALARIES - EXEMPT	64,715.04	66,833.00		66,833.00	43,774.26	66,833.00	66,833.00	
6110-112 WORKERS' COMPENSATION	191.00	192.17		192.17	192.17	192.17	200.00	
6110-113 LONGEVITY PAY	352.00	402.43		402.43	402.43	402.43	448.00	
6110-122 TMRS	4,373.18	5,259.12		5,259.12	3,430.29	5,259.12	6,526.41	Rate incr to 9.79%
6110-123 GROUP INSURANCE	6,505.27	6,960.00		6,960.00	4,543.15	6,960.00	7,392.00	Inc costs 7%
6110-124 AFLAC	281.28	300.00		300.00	202.51	300.00	300.00	
6110-127 MEDICARE	941.28	991.43		991.43	666.70	991.43	991.43	
6110-129 ST DISABILITY	319.58	330.00		330.00	229.93	330.00	335.00	
<b>TOTAL PERSONNEL SERVICES</b>	<b>77,678.63</b>	<b>81,268.15</b>	<b>-</b>	<b>81,268.15</b>	<b>53,441.44</b>	<b>81,268.15</b>	<b>83,025.84</b>	
<b>MATERIALS &amp; SUPPLIES</b>								
6110-201 OFFICE SUPPLIES	973.48	1,000.00		1,000.00	643.29	1,000.00	1,100.00	
6110-202 POSTAGE	6,993.22	7,500.00		7,500.00	4,000.00	7,500.00	8,000.00	
6110-204 FOOD/BEVERAGE	-	-		-	-	-	-	
6110-238 PRINTING & COPYING	59.99	-		-	-	-	-	
6110-239 RECORDS MANAGEMENT	910.00	1,450.00		1,450.00	820.00	1,450.00	1,500.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>8,936.69</b>	<b>9,950.00</b>	<b>-</b>	<b>9,950.00</b>	<b>5,463.29</b>	<b>9,950.00</b>	<b>10,600.00</b>	
<b>PURCHASED SERVICES</b>								
6110-303 TELEPHONE	1,035.16	1,250.00		1,250.00	726.15	1,250.00	1,250.00	
6110-307 TRAINING & TRAVEL	2,094.97	1,985.00		1,985.00	367.27	1,985.00	580.00	
6110-306 ADVERTISING/PUBLIC NOTICES	6,974.60	12,000.00		12,000.00	6,374.18	12,000.00	15,000.00	Addt advertising
6110-309 PROFESSIONAL SERVICES	10,330.00	9,500.00		9,500.00	9,375.00	9,500.00	14,180.00	Franklin legal/MCCI/Civic plus website
6110-313 MAINTENANCE AGREEMENTS	3,331.75	3,710.00		3,710.00	3,503.80	3,710.00	-	incl with acct 309
6110-349 FILING FEES	508.00	2,000.00		2,000.00	458.00	2,000.00	2,000.00	
<b>TOTAL PURCHASED SERVICES</b>	<b>24,274.48</b>	<b>30,445.00</b>	<b>-</b>	<b>30,445.00</b>	<b>20,804.40</b>	<b>30,445.00</b>	<b>33,010.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>								
6110-441 APPRECIATION/AWARDS	-	-		-	-	-	-	
6110-443 DUES & MEMBERSHIPS	285.00	265.00		265.00	95.00	265.00	325.00	
6110-445 ELECTIONS	125.00	12,000.00		12,000.00	10,680.80	12,000.00	13,000.00	May election/includes run off election
6110-451 SOFTWARE, BOOKS & CD'S	-	500.00		500.00	225.00	500.00	500.00	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE SERVI</b>	<b>410.00</b>	<b>12,765.00</b>	<b>-</b>	<b>12,765.00</b>	<b>11,000.80</b>	<b>12,765.00</b>	<b>13,825.00</b>	
<b>TOTAL CITY SECRETARY</b>	<b>111,299.80</b>	<b>134,428.15</b>	<b>-</b>	<b>134,428.15</b>	<b>90,709.93</b>	<b>134,428.15</b>	<b>140,460.84</b>	

11 - GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>									
6200-101	SALARIES - EXEMPT	136,218.72	129,501.08		129,501.08	84,120.69	129,501.08	151,205.60	
6200-102	SALARIES - NON-EXEMPT	46,710.00	85,837.80		85,837.80	48,535.08	85,837.80	106,454.40	
6200-103	SALARIES - PART - TIME	35,966.63	17,680.00		17,680.00	14,635.93	17,680.00	3,413.80	
6200-111	OVERTIME	47.81	100.00		100.00	-	100.00	550.00	
6200-112	WORKERS' COMP	507.77	510.89		510.89	510.89	510.89	540.00	
6200-113	LONGEVITY PAY	899.20	1,016.11		1,016.11	1,016.11	1,016.11	1,322.00	
6200-122	TMRS	12,676.11	15,289.64		15,289.64	8,694.34	15,289.64	25,224.91	Rate incr to 9.79%
6200-123	GROUP INSURANCE	20,650.40	27,960.00		27,960.00	15,097.16	27,960.00	36,960.00	Inc costs 7%
6200-124	AFLAC	1,044.39	1,140.00		1,140.00	633.96	1,140.00	1,440.00	
6200-127	MEDICARE	3,205.16	3,810.00		3,810.00	2,205.36	3,810.00	3,793.57	
6200-129	ST DISABILITY	926.34	1,225.00		1,225.00	594.29	1,225.00	1,235.24	
6200-131	UNEMPLOYMENT	-	8,172.00		8,172.00	8,172.00	8,172.00	-	
6200-133	TELEPHONE ALLOWANCE	900.00	375.00	225.00	600.00	375.00	600.00	900.00	
6200-141	CAR ALLOWANCE	2,400.00	2,400.00		2,400.00	2,201.26	2,400.00	2,400.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>262,152.53</b>	<b>295,017.52</b>	<b>225.00</b>	<b>295,242.52</b>	<b>186,792.07</b>	<b>295,242.52</b>	<b>335,439.52</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6200-201	OFFICE SUPPLIES	3,768.07	5,500.00	1,200.00	6,700.00	3,402.60	6,700.00	7,470.00	\$1,200 HR Boards/F Cabinet, supplies/\$5,000 annual/\$400 chair \$570 Purchasing F Cabinet/Desk components/\$300 HR posters
6200-202	POSTAGE	1,440.94	1,000.00		1,000.00	387.04	1,000.00	1,000.00	
6200-203	SUBSCRIPTIONS	-	100.00		100.00	-	100.00	400.00	HR-FLSA
6200-204	FOOD/BEVERAGE	2,214.27	2,500.00		2,500.00	717.84	2,500.00	4,170.00	\$1500 annual/\$1000 Christmas lunch city wide \$1000 qtrly meetings/\$670 spring picnic
6200-205	LOGO/UNIFORM ALLOWANCE	64.84	300.00		300.00	42.00	300.00	300.00	
6200-211	MEDICAL & SURGICAL SUPPLIES	-	-		-	-	-	-	
6200-238	PRINTING & COPING	102.90	250.00		250.00	200.00	250.00	250.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>7,591.02</b>	<b>9,650.00</b>	<b>1,200.00</b>	<b>10,850.00</b>	<b>4,749.48</b>	<b>10,850.00</b>	<b>13,590.00</b>	
<b>PURCHASED SERVICES:</b>									
6200-302	AUDITING & ACCOUNTING	9,620.00	11,500.00		11,500.00	6,720.00	11,500.00	12,500.00	
6200-303	TELEPHONE	2,411.01	3,400.00		3,400.00	1,740.04	3,400.00	3,400.00	
6200-305	SOFTWARE SUPPORT/MAINT	9,847.02	18,200.00		18,200.00	10,192.43	18,200.00	12,700.00	Maint incode modules:AP/PR/GL/Purch/FA/PA/Court
6200-307	TRAINING & TRAVEL	7,841.02	10,165.00		10,165.00	2,892.33	10,165.00	8,319.00	\$500 city wide training/\$4087 CM/\$411 Admin \$1175 HR/\$1526 Finance/\$620 SGR training LT
6200-309	PROFESSIONAL SERVICES	4,938.00	8,700.00		8,700.00	7,143.00	8,700.00	7,100.00	Teladoc(\$3 per mo per employee)/\$5.8K Compensation Study
6200-313	MAINTENANCE AGREEMENTS	3,142.89	3,884.00		3,884.00	1,855.65	3,884.00	6,400.00	Konica Lease
6200-318	TAX COLLECTION	1,776.75	1,924.50		1,924.50	1,924.50	1,924.50	2,120.00	
6200-319	CENTRAL APPRAISAL FEE	14,283.64	15,065.00		15,065.00	11,294.06	15,065.00	17,144.00	Increase in FY 15 fee
6200-321	STATE COMPTROLLER (CT FEES)	7,653.75	13,000.00	(7,000.00)	6,000.00	2,179.45	6,000.00	4,000.00	Court cases handled in Plano
6200-321.1	OMNI COURT FEES	30.00	6.00		6.00	6.00	6.00	-	
6200-322	CONTRACTS	5,500.00	6,000.00	(1,000.00)	5,000.00	2,500.00	5,000.00	2,000.00	Costs for court judge quarterly
6200-323	CELL PHONE	-	560.00		560.00	81.05	560.00	-	Recl to phone allow
6200-324	INMATE BOARDING	907.27	400.00	300.00	700.00	418.74	700.00	500.00	
6200-325	LIABILITY INSURANCE	18,146.84	20,861.22		20,861.22	20,861.22	20,861.22	24,000.00	
6200-331	ELECTRICITY	2,284.85	3,700.00		3,700.00	1,502.93	3,700.00	3,700.00	
6200-333	UTILITIES, WATER	232.04	500.00		500.00	284.07	500.00	500.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>88,615.08</b>	<b>117,865.72</b>	<b>(7,700.00)</b>	<b>110,165.72</b>	<b>71,595.47</b>	<b>110,165.72</b>	<b>104,383.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6200-441	APPRECIATION/AWARDS	1,186.35	1,500.00		1,500.00	638.80	1,500.00	2,500.00	\$1500 annual/\$1000 city promo items
6200-443	DUES & MEMBERSHIPS	3,895.80	4,200.00		4,200.00	3,596.00	4,200.00	4,710.00	HR/FIN/CITY MGR/SECR/CITY FEES
6200-444	EMPLOYMENT SCREENING	200.00	200.00		200.00	105.00	200.00	2,000.00	CITY WIDE
6200-445	CHILD SAFETY EXPENSE	581.31	1,000.00		1,000.00	418.68	1,000.00	1,000.00	
6200-446	LICENSES & REGISTRATIONS	-	150.00	(150.00)	-	-	-	-	
6200-497	CREDIT CARD FEES	1,596.18	1,600.00	200.00	1,800.00	1,083.44	1,800.00	1,800.00	
6200-498	MISCELLANEOUS	280.00	5,300.00		5,300.00	5,076.90	5,300.00	500.00	
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>7,739.64</b>	<b>13,950.00</b>	<b>50.00</b>	<b>14,000.00</b>	<b>10,918.82</b>	<b>14,000.00</b>	<b>12,510.00</b>	
<b>CAPITAL OUTLAY</b>									
8200-411	FURNITURE & FIXTURES	-	2,000.00		2,000.00	-	2,000.00	5,000.00	City mgr furniture
<b>TOTAL CAPITAL OUTLAY</b>		<b>-</b>	<b>2,000.00</b>	<b>-</b>	<b>2,000.00</b>	<b>-</b>	<b>2,000.00</b>	<b>5,000.00</b>	
<b>TOTAL ADMINISTRATION</b>		<b>366,098.27</b>	<b>438,483.24</b>	<b>(6,225.00)</b>	<b>432,258.24</b>	<b>274,055.84</b>	<b>432,258.24</b>	<b>470,922.52</b>	

11 - GENERAL FUND PUBLIC WORKS		2012-2013 FISCAL YEAR	2013-2014 FY BUDGET	2013-2014 FINAL BUDGET	2013-2014 FISCAL YEAR	2013-2014 YTD ACTUAL	2013-2014 PROJECTED	2014-2015 PROPOSED	DESCRIPTION
DEPARTMENTAL EXPENDITURES		ACTUAL	RVS FOR MID-YR	ADJUSTMENTS	BUDGET REVISED	AS OF 5/14	ACTUAL	BUDGET	
<b>PERSONNEL SERVICES</b>									
6210-101	SALARIES - EXEMPT	35,408.97	36,883.20		36,883.20	21,767.66	36,883.20	58,855.68	Alloc change 70-WF/30-GF
6210-102	SALARIES - NON-EXEMPT	123,918.60	129,272.00		129,272.00	78,599.37	129,272.00	59,186.40	Alloc change 70-WF/30-GF
6210-103	SALARIES - TEMPORARY				-			14,400.00	Intern for public works
6210-111	OVERTIME	-	1,000.00		1,000.00	-	1,000.00	500.00	Alloc change 70-WF/30-GF
6210-112	WORKERS' COMPENSATION	4,942.60	4,972.93		4,972.93	4,972.93	4,972.93	3,600.00	Alloc change 70-WF/30-GF
6210-113	LONGEVITY	980.80	627.62		627.62	627.62	627.62	670.80	Alloc change 70-WF/30-GF
6210-122	TMRS	10,764.41	13,298.20		13,298.20	7,580.55	13,298.20	11,556.32	Alloc change 70-WF/30-GF
6210-123	GROUP INSURANCE	26,276.97	30,624.00		30,624.00	17,117.95	30,624.00	19,219.20	Alloc change 70-WF/30-GF
6210-124	AFLAC	1,149.49	1,320.00		1,320.00	602.50	1,320.00	750.00	Alloc change 70-WF/30-GF
6210-127	MEDICARE	2,311.21	2,456.36		2,456.36	1,456.47	2,456.36	1,802.09	Alloc change 70-WF/30-GF
6210-129	ST DISABILITY	695.42	1,005.00		1,005.00	398.89	1,005.00	588.80	Alloc change 70-WF/30-GF
6210-141	CAR ALLOWANCE	1,100.00	1,200.00		1,200.00	-	1,200.00	1,200.00	Alloc change 70-WF/30-GF
<b>TOTAL PERSONNEL SERVICES</b>		<b>207,548.47</b>	<b>222,659.31</b>	<b>-</b>	<b>222,659.31</b>	<b>133,123.94</b>	<b>222,659.31</b>	<b>172,329.29</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6210-201	OFFICE SUPPLIES	400.00	400.00		400.00	355.21	400.00	500.00	
6210-202	POSTAGE	(8.60)	60.00		60.00	46.08	60.00	100.00	
6210-204	FOOD/BEVERAGE	636.46	700.00		700.00	91.19	700.00	800.00	
6210-205	LOGO/UNIFORM ALLOWANCE	2,399.36	2,400.00		2,400.00	930.02	2,400.00	2,500.00	
6210-206	FUEL & LUBRICANTS	10,999.32	12,000.00		12,000.00	4,036.14	12,000.00	10,000.00	
6210-208	MINOR APPARATUS	692.62	3,000.00		3,000.00	206.95	3,000.00	3,500.00	
6210-209	PROTECTIVE CLOTHING	1,372.80	1,400.00		1,400.00	1,398.36	1,400.00	1,400.00	
6210-211	MEDICAL SUPPLIES	-	100.00		100.00	37.68	100.00	100.00	
6210-214	CLEANING SUPPLIES	202.31	2,000.00		2,000.00	57.80	2,000.00	2,000.00	
6210-223	SAND/DIRT	(46.24)	500.00		500.00	216.00	500.00	1,000.00	
6210-224	ASPHALT/BASE/CONC/CULVERT	11,899.65	25,000.00		25,000.00	1,079.58	25,000.00	30,000.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>28,547.68</b>	<b>47,560.00</b>	<b>-</b>	<b>47,560.00</b>	<b>8,455.01</b>	<b>47,560.00</b>	<b>51,900.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6210-231	FACILITY MAINTENANCE	2,948.48	3,000.00		3,000.00	2,743.27	3,000.00	4,000.00	
6210-232	VEHICLE MAINTENANCE	3,808.44	4,800.00		4,800.00	3,341.95	4,800.00	5,100.00	
6210-233	EQUIPMENT MAINTENANCE	3,980.43	7,000.00		7,000.00	2,328.81	7,000.00	7,500.00	
6210-234	WASTE DISPOSAL	875.00	2,000.00		2,000.00	-	2,000.00	2,000.00	
6210-298	MAINTENANCE & PARTS - MISC	1,800.40	2,000.00		2,000.00	592.26	2,000.00	2,000.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>13,412.75</b>	<b>18,800.00</b>	<b>-</b>	<b>18,800.00</b>	<b>9,006.29</b>	<b>18,800.00</b>	<b>20,600.00</b>	
<b>PURCHASED SERVICES</b>									
6210-303	TELEPHONE	2,488.23	3,200.00		3,200.00	1,805.67	3,200.00	3,200.00	
6210-307	TRAVEL/TRAINING	403.52	1,500.00		1,500.00	1,025.68	1,500.00	6,500.00	
6210-309	PROFESSIONAL SERVICES	6,000.00	36,000.00	(1,500.00)	34,500.00	5,906.31	34,500.00	80,000.00	\$10k Engineering/\$57K street assessments
6210-311	ENGINEERING FEES	-	3,000.00		3,000.00	400.00	3,000.00		\$13k traffic/speed studies included in acct 309
6210-322	CONTRACTS, OTHER	1,509.35	1,800.00		1,800.00	456.99	1,800.00	4,000.00	\$2.5k Opticom
6210-323	CELL PHONE	2,143.68	3,500.00		3,500.00	1,108.18	3,500.00	3,000.00	
6210-325	AUCTION FEES	-	1,000.00	1,500.00	2,500.00	350.00	2,500.00	2,000.00	Line item trsf 309
6210-331	UTILITIES, ELECTRIC	4,621.19	6,500.00		6,500.00	3,250.06	6,500.00	7,000.00	
6210-332	DRAINAGE	36.25	-		-	-	-	33,000.00	
6210-334	STREET LIGHTING	16,091.33	16,600.00		16,600.00	9,479.58	16,600.00	14,000.00	
6210-346	EQUIPMENT RENTAL	-	500.00		500.00	(53.50)	500.00	10,000.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>33,293.55</b>	<b>73,600.00</b>	<b>-</b>	<b>73,600.00</b>	<b>23,728.97</b>	<b>73,600.00</b>	<b>162,700.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6210-441	APPRECIATION/AWARDS	199.86	200.00	10.00	210.00	109.63	210.00	300.00	
6210-443	DUES/MEMBERSHIPS	-	-		-	-	-	910.00	
6210-444	EMPLOYEE SCREENING	45.00	175.00	(10.00)	165.00	35.00	165.00	-	Budget in Admin
6210-446	LICENSES & REGISTRATIONS	235.00	235.00		235.00	100.00	235.00		
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>479.86</b>	<b>610.00</b>	<b>-</b>	<b>610.00</b>	<b>244.63</b>	<b>610.00</b>	<b>1,210.00</b>	
<b>CAPITAL OUTLAY</b>									
8210-301	IMPROVEMENTS ROADS	-	624,500.00		624,500.00	25,581.90	624,500.00	696,118.00	
8210-411	FURNITURE	-	-		-	-	-	3,000.00	
8210-416	IMPLEMENTS & APPARATUS	1,752.13	-		-	-	-	5,000.00	Bobcat trailer
8210-420	EQUIPMENT	-	-		-	-	-	-	
8210-421	VEHICLES	-	30,673.40		30,673.40	30,673.40	30,673.40	-	
8210-433	SIGNS & MARKINGS	14,877.88	18,000.00		18,000.00	8,464.61	18,000.00	20,000.00	
8210-452	COMPUTERS	1,148.00	-		-	-	-	-	
<b>TOTAL CAPITAL OUTLAY</b>		<b>131,503.58</b>	<b>673,173.40</b>	<b>-</b>	<b>673,173.40</b>	<b>64,719.91</b>	<b>673,173.40</b>	<b>724,118.00</b>	
<b>TOTAL PUBLIC WORKS</b>		<b>414,785.89</b>	<b>1,036,402.71</b>	<b>-</b>	<b>1,036,402.71</b>	<b>239,278.75</b>	<b>1,036,402.71</b>	<b>1,132,857.29</b>	

11 -GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>									
6211-102	SALARIES - NON-EXEMPT	33,280.00	36,945.00		36,945.00	23,942.18	36,945.00	25,858.56	Alloc change 70-GF/30-WF
6211-103	SALARIES - TEMP PART - TIME	14,777.26	17,595.00	7,000.00	24,595.00	3,380.00	24,595.00	18,720.00	Alloc funds from vacancy
6211-111	OVERTIME	-	500.00		500.00	-	500.00	500.00	Alloc change 70-GF/30-WF
6211-112	WORKERS' COMPENSATION	1,080.76	1,087.39		1,087.39	1,087.39	1,087.39	1,100.00	Alloc change 70-GF/30-WF
6211-113	LONGEVITY	128.00	177.90		177.90	177.90	177.90	156.80	Alloc change 70-GF/30-WF
6211-122	TMRS	2,249.24	2,703.92		2,703.92	1,804.69	2,703.92	2,531.55	Alloc change 70-GF/30-WF
6211-123	GROUP INSURANCE	6,274.10	6,960.00		6,960.00	4,204.35	6,960.00	5,174.40	Alloc change 70-GF/30-WF
6211-124	AFLAC	271.22	300.00		300.00	180.35	300.00	210.00	Alloc change 70-GF/30-WF
6211-127	MEDICARE	671.42	829.78		829.78	380.31	829.78	646.39	Alloc change 70-GF/30-WF
6211-129	ST DISABILITY	150.85	160.00		160.00	104.37	160.00	129.11	Alloc change 70-GF/30-WF
<b>TOTAL PERSONNEL SERVICES</b>		<b>58,882.85</b>	<b>67,258.99</b>	<b>7,000.00</b>	<b>74,258.99</b>	<b>35,261.54</b>	<b>74,258.99</b>	<b>55,026.81</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6211-205	LOGO/UNIFORM ALLOWANCE	799.09	635.00		635.00	-	635.00	700.00	
6211-206	FUEL & LUBRICANTS	4,952.04	6,000.00		6,000.00	2,170.16	6,000.00	6,000.00	
6211-208	MINOR APPARATUS	928.79	1,000.00		1,000.00	169.43	1,000.00	3,000.00	
6211-209	PROTECTIVE CLOTHING	300.21	515.00		515.00	513.00	515.00	700.00	
6211-212	CHEMICALS	3,426.99	8,500.00		8,500.00	2,987.95	8,500.00	9,000.00	
6211-223	SOIL PREP	1,195.51	6,500.00		6,500.00	124.60	6,500.00	7,000.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>11,602.63</b>	<b>23,150.00</b>	<b>-</b>	<b>23,150.00</b>	<b>5,965.14</b>	<b>23,150.00</b>	<b>26,400.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6211-229	MAINT & PARTS	3,499.68	3,500.00		3,500.00	2,263.51	3,500.00	4,500.00	
6211-232	VEHICLE MAINTENANCE	547.08	800.00		800.00	246.88	800.00	850.00	
6211-233	EQUIPMENT MAINTENANCE	2,348.82	2,500.00		2,500.00	1,727.30	2,500.00	3,000.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>6,395.58</b>	<b>6,800.00</b>	<b>-</b>	<b>6,800.00</b>	<b>4,237.69</b>	<b>6,800.00</b>	<b>8,350.00</b>	
<b>PURCHASED SERVICES</b>									
6211-307	TRAVEL/TRAINING	250.19	1,000.00		1,000.00	1,000.00	1,000.00	3,000.00	
6211-322	CONTRACTS OTHER (SEPTIC)	-	500.00		500.00	-	500.00	1,000.00	White Eagle Septic
6211-323	CELL PHONE	331.72	1,000.00		1,000.00	542.11	1,000.00	1,000.00	
6211-331	UTILITIES, ELECTRIC	1,401.04	1,500.00	600.00	2,100.00	1,280.42	2,100.00	2,000.00	
6211-333	UTILITIES, WATER	10,634.26	8,000.00	(600.00)	7,400.00	2,165.85	7,400.00	10,000.00	
6211-346	EQUIPMENT RENTAL	130.00	500.00		500.00	163.17	500.00	1,000.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>12,747.21</b>	<b>12,500.00</b>	<b>-</b>	<b>12,500.00</b>	<b>5,151.55</b>	<b>12,500.00</b>	<b>18,000.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6211-441	APPRECIATION/AWARDS	100.00	100.00		100.00	25.54	100.00	100.00	
6211-443	DUES & MEMBERSHIP	-	-		-	-	-	1,060.00	
6211-444	EMPLOYEE SCREENING	80.00	100.00		100.00	-	100.00	-	Budget in Admin
6211-446	LICENSES & REGISTRATIONS	25.04	100.00		100.00	-	100.00	-	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE SERVIC</b>		<b>205.04</b>	<b>300.00</b>	<b>-</b>	<b>300.00</b>	<b>25.54</b>	<b>300.00</b>	<b>1,160.00</b>	
<b>CAPITAL OUTLAY</b>									
8211-416	IMPLEMENTS & APPARATUS	1,959.39	-		-	-	-	-	
8211-420	EQUIPMENT	31,371.80	-		-	-	-	20,500.00	\$15.5k- Kaboda tractor \$5k 20 ft. trailer
8211-421	VEHICLES	-	-		-	-	-	-	
8211-498	MISC - LANDSCAPING	10,317.16	-		-	(575.75)	-	-	
<b>TOTAL CAPITAL OUTLAY</b>		<b>43,648.35</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(575.75)</b>	<b>-</b>	<b>20,500.00</b>	
<b>TOTAL PARKS DEPARTMENT</b>		<b>133,481.66</b>	<b>110,008.99</b>	<b>7,000.00</b>	<b>117,008.99</b>	<b>50,065.71</b>	<b>117,008.99</b>	<b>129,436.81</b>	



11 -GENERAL FUND DEVELOPMENT SERVICES DEPARTMENTAL EXPENDITURES		2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>									
6212-101	SALARIES - EXEMPT	114,296.00	90,074.00	(14,000.00)	76,074.00	65,034.26	76,074.00	38,178.40	ALLOC 50-WF/50-GF
6212-102	SALARIES - NON-EXEMPT	69,888.04	91,867.00		91,867.00	53,627.95	91,867.00	114,408.32	
6212-106	CERTIFICATION FEES	600.00	600.00	(600.00)	-	-	-		
6212-111	OVERTIME	-	625.00	600.00	1,225.00	392.10	1,225.00	625.00	
6212-112	WORKERS' COMPENSATION	1,145.97	1,153.01		1,153.01	1,153.01	1,153.01	1,200.00	
6212-113	LONGEVITY PAY	592.00	705.79		705.79	705.79	705.79	454.00	ALLOC 50-WF/50-GF
6212-122	TMRS	12,487.13	14,966.86		14,966.86	8,807.77	14,966.86	14,938.24	ALLOC 50-WF/50-GF
6212-123	GROUP INSURANCE	26,469.05	27,840.00	(600.00)	27,240.00	15,782.18	27,240.00	25,872.00	ALLOC 50-WF/50-GF
6212-124	AFLAC	1,117.91	1,200.00		1,200.00	490.84	1,200.00	1,050.00	ALLOC 50-WF/50-GF
6212-127	MEDICARE	2,573.18	2,764.58		2,764.58	1,609.43	2,764.58	2,212.51	ALLOC 50-WF/50-GF
6212-129	ST DISABILITY	895.15	935.00		935.00	557.80	935.00	715.80	ALLOC 50-WF/50-GF
6212-131	UNEMPLOYMENT	-	-		-	-	-	-	
<b>TOTAL PERSONNEL SERVICES</b>		<b>230,064.43</b>	<b>232,731.24</b>	<b>(14,600.00)</b>	<b>218,131.24</b>	<b>148,161.13</b>	<b>218,131.24</b>	<b>199,654.27</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6212-201	OFFICE SUPPLIES	3,466.21	5,000.00		5,000.00	2,642.18	5,000.00	5,000.00	
6212-202	POSTAGE	255.15	500.00	350.00	850.00	418.27	850.00	500.00	
6212-203	SUBSCRIPTIONS	24.00	350.00		350.00	-	350.00	350.00	
6212-204	FOOD/BEVERAGE	499.70	750.00		750.00	97.59	750.00	750.00	
6212-205	LOGO/UNIFORM ALLOWANCE	855.58	1,200.00		1,200.00	234.50	1,200.00	1,500.00	
6212-206	FUEL & LUBRICANTS	6,086.69	5,000.00		5,000.00	2,084.47	5,000.00	5,000.00	
6212-213	SIGNS, FLAGS, LOGOS	-	-		-	-	-	-	
6212-228	MEETING SUPPLIES	-	-		-	-	-	-	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>11,187.33</b>	<b>12,800.00</b>	<b>350.00</b>	<b>13,150.00</b>	<b>5,477.01</b>	<b>13,150.00</b>	<b>13,100.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6212-232	VEHICLE MAINTENANCE	1,711.80	2,700.00		2,700.00	841.62	2,700.00	4,200.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>1,711.80</b>	<b>2,700.00</b>	<b>-</b>	<b>2,700.00</b>	<b>841.62</b>	<b>2,700.00</b>	<b>4,200.00</b>	
<b>PURCHASED SERVICES:</b>									
6212-238	PRINTING & COPYING	92.91	-		-	-	-	-	
6212-303	TELEPHONE	2,788.40	3,600.00		3,600.00	2,075.81	3,600.00	3,650.00	
6212-305	SOFTWARE SUPPORT/MAINTENAN	1,277.26	1,500.00		1,500.00	1,341.11	1,500.00	1,500.00	
6212-307	TRAINING & TRAVEL	5,955.61	8,000.00	(350.00)	7,650.00	2,431.13	7,650.00	9,245.00	
6212-309	PROFESSIONAL SERVICES	4,500.00	15,000.00	(5,000.00)	9,000.00	3,220.00	9,000.00	70,000.00	\$2k backup inspect Comp plan \$54k \$9k health inspect. \$5k surveying
6212-313	MAINTENANCE AGREEMENTS	-	100.00		100.00	-	100.00	100.00	
6212-323	CELL PHONE	1,385.23	2,320.00		2,320.00	1,202.25	2,320.00	2,320.00	
6212-331	UTILITIES, ELECTRIC	-	-		-	-	-	-	
6212-349	FILING FEES	410.50	500.00		500.00	51.00	500.00	500.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>16,409.91</b>	<b>31,020.00</b>	<b>(5,350.00)</b>	<b>24,670.00</b>	<b>10,321.30</b>	<b>24,670.00</b>	<b>87,315.00</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6212-441	APPRECIATION/AWARDS	291.40	400.00		400.00	266.23	400.00	400.00	
6212-443	DUES & MEMBERSHIPS	1,375.50	2,465.00		2,465.00	837.16	2,465.00	2,525.00	
6212-444	EMPLOYMENT SCREENING	100.00	120.00		120.00	-	120.00		Budget with Admin
6212-446	LICENSES & REGISTRATIONS	195.31	1,200.00		1,200.00	263.64	1,200.00	1,200.00	
6212-451	SOFTWARE, BOOKS & CD'S	693.68	750.00		750.00	185.00	750.00	750.00	Code update
6212-452	STORM WATER MGMT EXPENSE	2,921.32	3,000.00	(1,385.85)	1,614.15	1,614.15	1,614.15	3,000.00	
<b>TOTAL GENERAL &amp; ADMINISTRATION SERVICE</b>		<b>5,577.21</b>	<b>7,935.00</b>	<b>(1,385.85)</b>	<b>6,549.15</b>	<b>3,166.18</b>	<b>6,549.15</b>	<b>7,875.00</b>	
<b>CAPITAL OUTLAY</b>									
8212-420	EQUIPMENT	7,770.00	-		-	-	-	-	
8212-452	COMPUTERS	-	-		-	-	-	-	
8212-421	VEHICLES	-	-		-	-	-	-	
<b>TOTAL CAPITAL OUTLAY</b>		<b>7,770.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL DEVELOPMENT SERVICES</b>		<b>272,720.68</b>	<b>287,186.24</b>	<b>(20,985.85)</b>	<b>265,200.39</b>	<b>167,967.24</b>	<b>265,200.39</b>	<b>312,144.27</b>	

11 -GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISE	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>									
6300-101	SALARIES - EXEMPT	112,714.84	111,069.28	3,100.00	114,169.28	72,440.33	114,169.28	84,864.00	ALLOC CHANGE 10% TO WF
6300-102	SALARIES - NON EXEMPT FF/EMS	6,923.20	321,500.00		321,500.00	206,907.11	321,500.00	549,311.00	One add't FF/Para/2 reclassifications
6300-111	SALARIES - OVERTIME	259.62	46,600.00		46,600.00	19,029.93	46,600.00	59,315.40	
6300-112	WORKERS' COMPENSATION	15,415.20	24,357.05		24,357.05	24,293.30	24,357.05	30,292.27	
6300-113	LONGEVITY PAY	426.00	552.46		552.46	552.46	552.46	996.00	
6300-122	TMRS	7,797.47	38,628.00		38,628.00	21,892.82	38,628.00	63,019.66	Rate incr to 9.79%
6300-123	GROUP INSURANCE	9,639.71	58,146.00		58,146.00	36,806.21	58,146.00	93,386.60	Inc costs 7%
6300-124	AFLAC	371.45	2,490.00		2,490.00	1,338.01	2,490.00	3,600.00	
6300-125	AD&D INSURANCE	4,946.00	4,946.00		4,946.00	4,946.00	4,946.00	5,000.00	
6300-126	WATER	2,796.48	2,950.00		2,950.00	1,721.83	2,950.00	3,000.00	
6300-127	MEDICARE	1,629.50	7,585.00		7,585.00	5,021.75	7,585.00	10,058.79	
6300-128	OTHER RETIREMENT	28,630.00	36,000.00		36,000.00	11,160.00	36,000.00	36,000.00	
6300-129	ST DISABILITY	536.06	2,193.00		2,193.00	1,261.66	2,193.00	3,273.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>192,085.53</b>	<b>657,016.79</b>	<b>3,100.00</b>	<b>660,116.79</b>	<b>407,371.41</b>	<b>660,116.79</b>	<b>942,116.72</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6300-201	OFFICE SUPPLIES	2,549.75	3,500.00	(300.00)	3,200.00	473.91	3,200.00	4,000.00	
6300-202	POSTAGE	844.75	200.00	300.00	500.00	413.17	500.00	400.00	
6300-203	SUBSCRIPTIONS	53.95	150.00		150.00	39.00	150.00	150.00	
6300-204	FOOD/BEVERAGE	5,350.31	6,000.00	(1,200.00)	4,800.00	3,843.46	4,800.00	4,800.00	
6300-205	LOGO/UNIFORM ALLOWANCE	7,220.01	12,800.00		12,800.00	976.56	12,800.00	9,000.00	
6300-206	FUEL & LUBRICANTS	11,785.67	16,000.00		16,000.00	7,206.67	16,000.00	15,000.00	
6300-207	FUEL - PROPANE	628.35	2,836.22		2,836.22	2,836.22	2,836.22	2,500.00	
6300-208	MINOR APPARATUS	12,847.69	40,635.00		40,635.00	18,654.83	40,635.00	25,010.00	SCBA Parts/Maint R Fire Hoses Damaged Headsets/Fire Extinguishers
6300-209	PROTECTIVE CLOTHING	20,016.24	30,000.00		30,000.00	2,087.80	30,000.00	20,000.00	
6300-211	MEDICAL & SURGICAL SUPPL	29,842.63	48,210.00		48,210.00	32,384.02	48,210.00	23,750.00	
6300-214	SUPPLIES - FD			1,200.00	1,200.00		1,200.00	1,200.00	Paper supplies/bathroom, kitchen, etc
6300-227	PREVENTION ACTIVITES	2,550.00	3,800.00		3,800.00	85.00	3,800.00	3,200.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>93,689.35</b>	<b>164,131.22</b>	<b>-</b>	<b>164,131.22</b>	<b>69,000.64</b>	<b>164,131.22</b>	<b>109,010.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6300-231	FACILITY MAINTENANCE	11,104.05	12,000.00		12,000.00	7,578.15	12,000.00	13,000.00	
6300-232	VEHICLE MAINTENANCE	23,686.60	29,650.00		29,650.00	20,467.00	29,650.00	32,223.00	
6300-233	EQUIPMENT MAINT	2,999.18	3,000.00		3,000.00	472.75	3,000.00	3,000.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>37,789.83</b>	<b>44,650.00</b>	<b>-</b>	<b>44,650.00</b>	<b>28,517.90</b>	<b>44,650.00</b>	<b>48,223.00</b>	
<b>PURCHASED SERVICES</b>									
6300-302	FIRE DEPT RUN REIMBURS.	124,973.85	125,000.00		125,000.00	59,005.85	125,000.00	100,000.00	
6300-303	TELEPHONE	1,553.84	1,700.00		1,700.00	1,238.19	1,700.00	1,700.00	
6300-304	INTERNET	5,995.00	6,600.00		6,600.00	4,360.27	6,600.00	6,600.00	
6300-307	TRAINING & TRAVEL	24,938.99	29,253.57		29,253.57	7,472.74	29,253.57	23,320.00	
6300-309	PROFESSIONAL SERVICES	43,600.00	113,650.00		113,650.00	35,053.19	113,650.00	84,335.00	\$24K Medic oversight/\$10K Bunker g \$11k eqp tests/\$18k immunizations \$12.3K radio/service/\$3.5 medical b \$2.5k class renew/\$3k AED batteries
6300-312	PARAMEDIC SCHOOL	5,700.00	7,600.00		7,600.00	-	7,600.00	10,400.00	
6300-313	MAINTENANCE AGREEMENTS	3,508.99	4,100.00		4,100.00	3,254.00	4,100.00	4,890.00	\$3045 Firehouse/\$1295 Fire Mgr \$400 Hazmat/\$150 Weather tap
6300-316	911 DISPATCH	27,795.00	29,900.00		29,900.00	29,900.00	29,900.00	30,000.00	
6300-317	AMBULANCE (EMS) SERVICE	49,157.65	26,000.00		26,000.00	22,823.16	26,000.00	-	
6300-323	CELL PHONE	2,646.26	4,000.00		4,000.00	2,491.14	4,000.00	6,000.00	
6300-325	LIABILITY INSURANCE	5,511.99	6,398.09		6,398.09	6,398.09	6,398.09	7,200.00	
6300-331	UTILITIES, ELECTRIC	13,845.75	17,000.00		17,000.00	10,667.06	17,000.00	17,000.00	
6300-333	UTILITIES, WATER	2,051.06	2,050.00		2,050.00	1,484.89	2,050.00	3,000.00	
6300-337	PAGER SERVICE	-	600.00		600.00	-	600.00	600.00	
6300-346	EQUIPMENT RENTAL	592.92	300.00		300.00	-	300.00	300.00	
6300-350	EMS EQUIP FINANCING	-	62,688.47		62,688.47	62,688.47	62,688.47	62,688.47	
<b>TOTAL PURCHASED SERVICES</b>		<b>311,871.30</b>	<b>436,840.13</b>	<b>-</b>	<b>436,840.13</b>	<b>246,837.05</b>	<b>436,840.13</b>	<b>358,033.47</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>									
6300-441	APPRECIATION/AWARDS	3,543.90	4,500.00		4,500.00	2,339.50	4,500.00	2,200.00	Service Awards/Plaques
6300-443	DUES & MEMBERSHIPS	3,210.00	7,870.00		7,870.00	3,538.20	7,870.00	6,495.00	TCFP/FIANT/CLIA/SFFMA/DSA/NR Budget in Admin
6300-444	MEDICAL EXAMINATIONS	963.00	1,600.00		1,600.00	188.00	1,600.00	1,600.00	
6300-447	EMERGENCY MANAGEMENT SERV	5,999.47	7,500.00		7,500.00	2,336.04	7,500.00	8,500.00	
6300-448	CERT TRAINING & EQUIPMENT	6,099.91	12,700.00		12,700.00	4,835.00	12,700.00	7,200.00	
6300-451	SOFTWARE, BOOKS & CD'S	2,500.00	2,500.00		2,500.00	-	2,500.00	-	
6300-498	MISCELLANEOUS	1,474.86	1,500.00		1,500.00	230.49	1,500.00	1,500.00	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE SERVICES</b>		<b>23,791.14</b>	<b>38,170.00</b>	<b>-</b>	<b>38,170.00</b>	<b>13,467.23</b>	<b>38,170.00</b>	<b>25,895.00</b>	
<b>CAPITAL OUTLAY</b>									
8300-200	BUILDING IMPROVEMENTS	-	-		-	-	-	-	
8300-411	FURNITURE & FIXTURES	-	-		-	-	-	-	
8300-416	IMPLEMENTS & APPARATUS	-	-		-	-	-	-	
8300-420	EQUIPMENT		99,277.20		99,277.20	97,401.80	99,277.20		
8300-421	VEHICLES	49,999.79	253,807.00		253,807.00	253,807.00	253,807.00		
8300-450	COMPUTER HARDWARE	14,588.53	30,197.81		30,197.81	19,543.81	30,197.81	4,500.00	2 Replacement computers/laptop EMS
8300-452	HARDWARE AND TELECOMMUN	8,456.04	26,106.78		26,106.78	26,106.78	26,106.78	12,000.00	Two Portable radios
<b>TOTAL CAPITAL OUTLAY</b>		<b>73,044.36</b>	<b>409,388.79</b>	<b>-</b>	<b>409,388.79</b>	<b>396,859.39</b>	<b>409,388.79</b>	<b>16,500.00</b>	
<b>TOTAL FIRE</b>		<b>732,271.51</b>	<b>1,750,196.93</b>	<b>3,100.00</b>	<b>1,753,296.93</b>	<b>1,162,053.62</b>	<b>1,753,296.93</b>	<b>1,499,778.19</b>	

11 - GENERAL FUND

GENERAL ADMINISTRATION - NON-DEPARTMENTAL  
DEPARTMENTAL EXPENDITURES

	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	ADJ DESCRIPTION
<b>PERSONNEL SERVICES</b>								
6999-109							45,157.00	70% REPEATING(BEG JAN 15)
6999-110							63,469.00	\$37,470/3 % ADJ/\$25,999 2 % COLA
6999-130							6,182.00	STANDARD LTD PLAN
<b>TOTAL PERSONNEL SERVICES</b>							<b>114,808.00</b>	
<b>MAINT &amp; SUPPLIES</b>								
6999-214	993.20	1,000.00		1,000.00	516.17	1,000.00	1,000.00	
6999-231	14,675.20	14,000.00		14,000.00	11,605.14	14,000.00	16,200.00	\$15.5k maint/\$400 security camera/\$300 FD camera monitoring
<b>TOTAL MAINT &amp; SUPPLIES</b>	<b>15,668.40</b>	<b>15,000.00</b>		<b>15,000.00</b>	<b>12,121.31</b>	<b>15,000.00</b>	<b>17,200.00</b>	
<b>PURCHASED SERVICES</b>								
6999-305	34,067.60	54,450.00		54,450.00	36,300.00	54,450.00	68,850.00	Includes Fire dept. support
6999-306	-	19,900.00		19,900.00	11,036.05	19,900.00	17,249.00	IPS/Cloud/Desktop/archive/Spam
6999-308	10,840.00	13,700.00		13,700.00	6,965.97	13,700.00	13,700.00	
6999-309	27,500.00	0.00		-	-	-	-	
6999-310	52,952.02	70,000.00		70,000.00	40,286.94	70,000.00	74,290.00	Rate change to \$170 per hr
6999-313	-	1,000.00	(1,000.00)	-	-	-	0.00	
6999-326	82,250.00	84,827.00		84,827.00		84,827.00	94,827.00	Includes 220 extra patrol hours
6999-327	1,557.13	1,500.00	(500.00)	1,000.00	169.33	1,000.00	1,000.00	
6999-336	33,600.00	34,000.00		34,000.00	25,500.00	34,000.00	34,000.00	
<b>TOTAL PURCHASED SERVICES</b>	<b>242,766.75</b>	<b>279,377.00</b>	<b>(1,500.00)</b>	<b>277,877.00</b>	<b>183,878.54</b>	<b>277,877.00</b>	<b>303,916.00</b>	
<b>CAPITAL OUTLAY</b>								
8999-200	21,455.00	0.00	5,000.00	5,000.00	-	5,000.00	59,109.00	Recl from 309 dept 6212 FY 13-14/cubicles Balance air system city hall \$9,342 stain pavillion/cedar on city hall \$9,547 Server room/condition storage/one office \$40,220
8999-420	9,565.31	19,000.00		19,000.00	-	19,000.00		
8999-421		45,300.00		45,300.00	33,975.00	45,300.00	0.00	
8999-451	9,586.59	12,400.00		12,400.00	5,374.08	12,400.00	4,245.00	\$1980 Antivirus/\$2265 laserfische relay agent
8999-452	7,865.00	10,400.00	29,953.00	40,353.00	5,278.02	40,353.00	8,300.00	Upgrade to new server FY 13/14 \$1.5k Wi-fi unit replacement \$3K desktop replacements \$3k main city router replac/\$800 main city network switch
<b>TOTAL CAPITAL OUTLAY</b>	<b>48,471.90</b>	<b>87,100.00</b>	<b>34,953.00</b>	<b>122,053.00</b>	<b>44,627.10</b>	<b>122,053.00</b>	<b>71,654.00</b>	
<b>TOTAL NON-DEPARTMENTAL</b>	<b>306,907.05</b>	<b>381,477.00</b>	<b>33,453.00</b>	<b>414,930.00</b>	<b>240,626.95</b>	<b>414,930.00</b>	<b>507,578.00</b>	

# CAPITAL IMPROVEMENTS



21 - CAPITAL IMPROVEMENTS	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIPTION
<b>REVENUES</b>								
<b>FEES &amp; SERVICE CHARGES</b>								
4404 INTERGOVERNMENT REVENUE	280,000.00	1,244,000.00	(244,000.00)	1,000,000.00	1,000,000.00	1,244,000.00	324,000.00	\$244k funding from county/\$80k from sch
<b>TOTAL FEES &amp; SERVICE CHARGES</b>	<b>280,000.00</b>	<b>1,244,000.00</b>	<b>(244,000.00)</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,244,000.00</b>	<b>324,000.00</b>	
<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	5,726.09	6,634.60	-	6,634.60	4,288.75	6,634.60	6,650.00	
<b>TOTAL MISCELLANEOUS REV</b>	<b>5,726.09</b>	<b>6,634.60</b>	<b>-</b>	<b>6,634.60</b>	<b>4,288.75</b>	<b>6,634.60</b>	<b>6,650.00</b>	
<b>***TOTAL REVENUES***</b>	<b>285,726.09</b>	<b>1,250,634.60</b>	<b>(244,000.00)</b>	<b>1,006,634.60</b>	<b>1,004,288.75</b>	<b>1,250,634.60</b>	<b>330,650.00</b>	

21 - CAPITAL IMPROVEMENTS  
 PUBLIC WORKS  
 DEPARTMENTAL EXPENDITURES

	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISE	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIP
<b>CAPITAL OUTLAY</b>								
8210-490-105 FM 2551 WASTE WATER GRAVITY SEWER	717,254.17	70,000.00			70,000.00	2,161.43	\$ 70,000.00	
8210-490-107 MCGARITY G STORAGE TANK	143,205.55	-			-	-		
8210-490-108 STINSON WATER LINE PROJECT	57,672.28	1,195,371.00	\$ (995,371.00)	200,000.00	11,497.00	\$ 200,000.00	983,874.00	Rollover from FY 13/14
8210-490-111 OSAGE WATER LINE PROJECT	17,165.00	129,980.00	\$ (59,980.00)	70,000.00	6,195.00	\$ 70,000.00	53,785.00	Rollover from FY 13/14
8210-490-112 ROCK RIDGE WATER LINE PROJECT	-	518,300.00	\$ (18,300.00)	500,000.00	489,580.47	\$ 500,000.00	18,300.00	Rollover from FY 13/14
8210-490-113 SHEPHERDS CREEK WATER LN.	-	15,500.00			15,500.00	9,600.00	\$ 15,500.00	
8210-490-114 LOST CREEK VALLEY PROJ	-	12,975.00			12,975.00	12,975.00	\$ 12,975.00	
8210-490-115 ROCK RIDGE WATER LINE PHASE 2	-	49,500.00	\$ (19,500.00)	30,000.00	-	\$ 30,000.00	619,500.00	\$19.5k Rollover from FY 13/14 Design \$600k Construction
8210-490-116 WHITE ROCK CREEK BRIDGE W LINE A	-	230,000.00	\$ (30,000.00)	200,000.00	-	\$ 200,000.00	30,000.00	Rollover from FY 13/14
8210-490-117 ABANDONED 8" AC FM WATER LINE	-	25,000.00			25,000.00	\$ 25,000.00		
8210-490-118 NORTH STATION PUMP IMPROVEMENTS							44,700.00	Funded from reserves
8210-490-119 MCGARITY PUMP STATION IMPROVEMENTS							70,000.00	Funded from reserves
8210-491-106 DRAINAGE IMPROVEMENT PROJECT	-	-			-	-		
8210-491-107 STINSON ROAD BRIDGE AT MUDDY CREEK	2,646.00	-			-	-		
8210-491-108 FY 11-12 CAP ROAWAY PROJ	-	-			-	-		
8210-491-109 WHITE ROCK TRAIL	25,000.00	-			-	-		
8210-491-110 FIRE DEPT EXPANSION PROJ	62,253.17	686,486.00		686,486.00	189,915.33	\$ 686,486.00	2,071,261.00	Funded from 2011 CO
8210-491-111 FY 12-13 CAP ROADWAY PROJ	440,940.00	-			-	-		
8210-491-112 W LUCAS CC INTERSECTION PROJ RTR	182,214.21	125,300.00	\$ (25,300.00)	100,000.00	13,708.82	\$ 100,000.00	25,300.00	
8210-491-113 W LUCAS RD FM 2551/FM 1378	-	1,500,000.00	\$ (1,400,000.00)	100,000.00	18,600.00	\$ 10,000.00	1,400,000.00	Rollover FY 13/14
8210-491-114 ESTATES/ANGEL PKWY INTERSEC	-	520,000.00	\$ (320,000.00)	200,000.00	64,420.21	\$ 200,000.00	320,000.00	Rollover FY 13/14
8210-491-115 WHITE EOCK RIDGE ROW	-	13,000.00		13,000.00	-	\$ 13,000.00		
8210-491-116 FM 1378/3286 INTERSECTION/BAIT SHOP							300,000.00	Funding Impact Fees
8210-491-117 ESTELLE/CC INTERSEC							90,000.00	\$80K Funding from school/\$10K R Impact Fees
8210-491-118 CIVIC CENTER							137,985.00	New community room/conference room/designed for public use
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,648,350.38</b>	<b>5,091,412.00</b>	<b>\$ (2,868,451.00)</b>	<b>2,222,961.00</b>	<b>818,653.26</b>	<b>\$ 2,132,961.00</b>	<b>6,164,705.00</b>	
<b>TOTAL PUBLIC WORKS</b>	<b>1,648,350.38</b>	<b>5,091,412.00</b>	<b>\$ (2,868,451.00)</b>	<b>2,222,961.00</b>	<b>818,653.26</b>	<b>\$ 2,132,961.00</b>	<b>6,164,705.00</b>	

# WATER FUND



## 51 - WATER UTILITIES FUND

		2012-2013	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2014-2015	
		FISCAL YEAR	FY BUDGET	FINAL BUDGET	FISCAL YEAR	YTD ACTUAL	PROJECTED		
REVENUES		ACTUAL	RVS FOR MID-YR	ADJUSTMENTS	BUDGET REVISED	AS OF 5/14	ACTUAL	PROPOSED BUDGET	DESCRIPTION
<b>FEES &amp; SERVICE CHARGES</b>									
4461	WATER REVENUE	2,683,670.51	2,554,000.00		2,554,000.00	1,369,856.24	2,554,000.00	2,754,782.00	new w rates
4462	WATER TAPS & BORES	3,500.00	500.00		500.00	500.00	500.00	500.00	
4463	PENALTY & INTEREST	19,780.00	18,000.00		18,000.00	13,995.00	18,000.00	20,000.00	
4467	WATER METER	230,400.00	165,000.00		165,000.00	102,000.00	165,000.00	125,500.00	
4468	WATER METER REPAIRS	1,034.80	2,637.66	4,500.00	7,137.66	6,237.66	7,137.66	7,000.00	
4469	WASTEWATER FEES	29,605.43	30,000.00	2,000.00	32,000.00	20,419.44	32,000.00	32,000.00	
4473	DISCONNECT CHGS	16.88	-		-	-	-	-	
4478	TRASH SERVICE	402,654.30	414,000.00		414,000.00	274,994.15	414,000.00	418,000.00	
4497	FH METER RENTAL INC	5,950.00	4,500.00	(500.00)	4,000.00	3,000.00	4,000.00	4,000.00	
4498	MISC. FEE AND CHARGES	500.00	-		-	-	-	-	
<b>TOTAL FEES &amp; SERVICE CHARGES</b>		<b>3,377,111.92</b>	<b>3,188,637.66</b>	<b>6,000.00</b>	<b>3,194,637.66</b>	<b>1,791,002.49</b>	<b>3,194,637.66</b>	<b>3,361,782.00</b>	
<b>MISCELLANEOUS REVENUE</b>									
4911	INTEREST INCOME	6,299.59	4,420.00	(300.00)	4,120.00	2,766.93	4,120.00	4,120.00	
4912	RETURN CHECK CHARGE	425.00	400.00	(150.00)	250.00	200.00	250.00	250.00	
4913	NTMWD REFUND	29,741.60	50,000.00	(19,000.00)	31,000.00	-	31,000.00	31,000.00	
4914	INSURANCE CLAIM REIMB	-	-		-	-	-	-	
4995	REIMBURSEMENTS	-	-		-	-	-	-	
4996	TRANSFER IN	-	-		-	-	-	-	
<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>36,466.19</b>	<b>54,820.00</b>	<b>(19,450.00)</b>	<b>35,370.00</b>	<b>2,966.93</b>	<b>35,370.00</b>	<b>35,370.00</b>	
<b>*** TOTAL REVENUES ***</b>		<b>3,413,578.11</b>	<b>3,243,457.66</b>	<b>(13,450.00)</b>	<b>3,230,007.66</b>	<b>1,793,969.42</b>	<b>3,230,007.66</b>	<b>3,397,152.00</b>	



51 - WATER UTILITIES FUND

DEPARTMENTAL EXPENDITURES	2012-2013	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2014-2015	DESCRIP	
	FISCAL YEAR ACTUAL	FY BUDGET RVS FOR MID-YR	FINAL BUDGET ADJUSTMENTS	FISCAL YEAR BUDGET REVISED	YTD ACTUAL AS OF 5/14	PROJECTED ACTUAL	PROPOSED BUDGET		
<b>PERSONNEL SERVICES</b>									
6400-101	SALARIES - EXEMPT	200,815.08	180,655.40	16,143.00	196,798.40	115,832.63	196,798.40	215,704.32	ALLOC CHANGE DS- WF-50/GF-50
6400-102	SALARIES - NON-EXEMPT	105,546.81	109,054.40	(9,345.00)	99,709.40	61,958.74	99,709.40	187,539.04	ALLOC CHANGE PW- WF-70/GF-30
6400-103	SALARIES - TEMPORARY	3,258.78	4,000.00		4,000.00	3,967.88	4,000.00	-	
6400-106	CERTIFICATION FEES	5,550.00	6,000.00	(1,600.00)	4,400.00	2,978.74	4,400.00	6,000.00	
6400-109	TMRS-COLA	-	-		-	-	-	-	70 % REPEATING(BEG JAN 15)
6400-110	PERFORMANCE/INCENTIVE PAY	-	-		-	-	-	22,427.00	\$13,456 3 % ADJ/\$8,971 2 % COLA
6400-111	OVERTIME	15,873.24	20,000.00	(670.00)	19,330.00	11,673.68	19,330.00	20,000.00	
6400-112	WORKERS' COMPENSATION	4,807.50	4,837.01		4,837.01	4,837.01	4,837.01	8,400.00	ALLOC CHANGE PW- WF-70/GF-30
6400-113	LONGEVITY PAY	1,698.00	1,639.48		1,639.48	1,639.48	1,639.48	2,314.40	ALLOC CHANGE PW- WF-70/GF-30
6400-122	TMRS	20,629.63	23,631.49		23,631.49	13,438.75	23,631.49	39,477.52	ALLOC CHANGE PW- WF-70/GF-30
6400-123	GROUP INSURANCE	39,515.30	40,170.00	(4,800.00)	35,370.00	22,711.86	35,370.00	60,614.40	ALLOC CHANGE PW- WF-70/GF-30
6400-124	AFLAC	1,676.88	1,650.00		1,650.00	951.13	1,650.00	2,460.00	ALLOC CHANGE PW- WF-70/GF-30
6400-127	MEDICARE	4,776.11	4,884.11		4,884.11	2,834.26	4,884.11	5,847.03	ALLOC CHANGE PW- WF-70/GF-30
6400-129	ST DISABILITY	1,427.42	1,375.00		1,375.00	845.70	1,375.00	1,926.53	ALLOC CHANGE PW- WF-70/GF-30
6400-130	LT DISABILITY	-	-		-	-	-	1,846.00	STANDARD LTD PLAN
6400-141	CAR ALLOWANCE	3,600.00	3,600.00		3,600.00	2,601.34	3,600.00	3,600.00	
<b>TOTAL PERSONNEL SERVICES</b>		<b>409,174.75</b>	<b>401,496.89</b>	<b>(272.00)</b>	<b>401,224.89</b>	<b>246,271.20</b>	<b>401,224.89</b>	<b>591,644.24</b>	
<b>MATERIALS &amp; SUPPLIES</b>									
6400-201	OFFICE SUPPLIES	817.07	750.00		750.00	750.00	750.00	800.00	
6400-202	POSTAGE	594.14	1,000.00	1,200.00	2,200.00	1,162.40	2,200.00	2,000.00	Includes postage for annual report
6400-204	FOOD/BEVERAGE	454.23	500.00		500.00	57.29	500.00	600.00	
6400-205	LOGO/UNIFORM ALLOWANCE	1,199.77	1,200.00		1,200.00	55.13	1,200.00	1,500.00	
6400-206	FUEL & LUBRICANTS	11,071.28	18,000.00	(1,000.00)	17,000.00	4,998.94	17,000.00	17,000.00	
6400-207	FUEL - PROPANE	347.02	2,000.00		2,000.00	803.60	2,000.00	2,000.00	
6400-208	MINOR APPARATUS	319.98	1,995.88		1,995.88	-	1,995.88	3,000.00	
6400-209	PROTECTIVE CLOTHING	899.52	1,000.00		1,000.00	999.92	1,000.00	2,000.00	
6400-211	MEDICAL SUPPLIES	-	100.00		100.00	-	100.00	100.00	
6400-212	CHEMICALS	-	300.00		300.00	-	300.00	300.00	
6400-222	MISCELLANEOUS	486.65	500.00	(200.00)	300.00	-	300.00	500.00	
6400-223	SAND/DIRT	-	500.00		500.00	-	500.00	1,000.00	
6400-224	ASPHALT/FLEXBASE/CONCRETE	-	1,500.00		1,500.00	-	1,500.00	2,500.00	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>16,189.66</b>	<b>29,345.88</b>	<b>-</b>	<b>29,345.88</b>	<b>8,827.28</b>	<b>29,345.88</b>	<b>33,300.00</b>	
<b>MAINTENANCE &amp; REPAIR</b>									
6400-231	FACILITY MAINTENANCE	857.28	1,000.00		1,000.00	175.47	1,000.00	1,100.00	
6400-232	VEHICLE MAINTENANCE	2,073.73	4,500.00		4,500.00	2,003.55	4,500.00	4,700.00	
6400-233	REPAIR & MAINT WTR FACILITIES	36,263.60	57,000.00		57,000.00	29,362.90	57,000.00	60,000.00	
6400-234	REPAIR & MAINT SEWER FACILITI	149.79	5,000.00		5,000.00	179.23	5,000.00	5,000.00	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>39,344.40</b>	<b>67,500.00</b>	<b>-</b>	<b>67,500.00</b>	<b>31,721.15</b>	<b>67,500.00</b>	<b>70,800.00</b>	
<b>PURCHASED SERVICES:</b>									
6400-237	TRASH SERVICES/RECYCLE	370,515.58	369,300.00		369,300.00	243,082.97	369,300.00	372,000.00	
6400-302	AUDITING & ACCOUNTING	9,250.00	11,500.00		11,500.00	6,350.00	11,500.00	12,500.00	
6400-303	TELEPHONE	3,691.21	5,400.00		5,400.00	2,679.24	5,400.00	5,400.00	
6400-304	UB PROCESSING	19,161.87	20,000.00		20,000.00	12,589.75	20,000.00	21,000.00	
6400-305	SOFTWARE SUPPORT/MAINT	7,746.85	9,450.00		9,450.00	8,463.95	9,450.00	10,525.00	
6400-307	TRAINING & TRAVEL	3,559.37	5,500.00	300.00	5,800.00	5,429.84	5,800.00	8,073.00	\$388 training DM/\$7,685 training Water dept
6400-309	PROFESSIONAL SERVICES	53,632.48	88,032.00	(600.00)	87,432.00	39,130.78	87,432.00	63,700.00	
6400-311	ENGINEERING FEES	-	2,000.00		2,000.00	750.00	2,000.00	-	Incl in acct 309
6400-313	MAINTENANCE AGREEMENTS	4,332.84	5,750.00		5,750.00	2,550.60	5,750.00	6,400.00	Konica Lease \$6.4k
6400-315	WATER - NTMWD	1,100,032.50	1,206,892.80		1,206,892.80	704,020.80	1,206,892.80	1,326,325.00	Est NTMWD rate \$2.11 per 1,000 gallons w \$1.92
6400-316	WASTEWATER NTMWD	20,042.07	24,000.00		24,000.00	16,593.36	24,000.00	25,000.00	
6400-323	CELL PHONE	2,175.90	3,405.00	300.00	3,705.00	3,746.12	3,705.00	5,000.00	
6400-325	LIABILITY INSURANCE	11,714.24	13,384.70		13,384.70	13,384.70	13,384.70	15,000.00	
6400-331	ELECTRICITY	56,643.47	65,000.00		65,000.00	36,607.33	65,000.00	65,000.00	
6400-333	UTILITIES, WATER	223.73	250.00		250.00	136.86	250.00	300.00	
6400-346	EQUIPMENT RENTAL	201.24	1,000.00		1,000.00	-	1,000.00	5,000.00	
<b>TOTAL PURCHASED SERVICES</b>		<b>1,662,923.35</b>	<b>1,830,864.50</b>	<b>-</b>	<b>1,830,864.50</b>	<b>1,095,516.30</b>	<b>1,830,864.50</b>	<b>1,941,223.00</b>	
<b>GENERAL &amp; ADMIN SERVICES/TRANSFERS</b>									
6400-441	APPRECIATION/AWARDS	499.58	500.00		500.00	349.88	500.00	500.00	
6400-443	DUES & MEMBERSHIPS	-	-		-	-	-	1,750.00	
6400-444	EMPLOYMENT SCREENING	101.19	300.00		300.00	-	300.00	-	Budget in Admin
6400-446	LICENSES & REGISTRATIONS	380.00	500.00		500.00	248.00	500.00	-	
6400-999	PILOT TRANSFER OUT	188,270.64	174,544.00	10,579.00	185,123.00	-	185,123.00	187,477.00	
<b>TOTAL GENERAL &amp; ADMIN SERVICES/TRANSF</b>		<b>189,251.41</b>	<b>175,844.00</b>	<b>10,579.00</b>	<b>186,423.00</b>	<b>597.88</b>	<b>186,423.00</b>	<b>189,727.00</b>	
<b>CAPITAL OUTLAY</b>									
8400-411	FURNITURE	-	-		-	-	-	1,345.00	Incl chair for DM \$345
8400-416	IMPLEMENTS & APPARATUS	-	1,004.12		1,004.12	1,004.12	1,004.12	5,000.00	
8400-417	IMPLEMENTS & APPARATUS - SEV	21,945.64	-		-	-	-	1,000.00	
8400-420	EQUIPMENT - WATER	4,079.08	-		-	-	-	7,000.00	\$5K 20 FT TRAILER/\$2K 12 INCH TRENCH BUCKET
8400-422	EQUIPMENT- SEWER	-	-		-	-	-	-	
8400-421	VEHICLE	-	33,860.00	(5.80)	33,854.20	33,854.20	33,854.20	-	
8400-451	SOFTWARE, BOOKS & CD'S	3,298.99	-		-	-	-	-	
8400-452	HARDWARE & TELECOMM	4,742.97	-		-	-	-	-	
8400-490	METER READ SYSTEM	39,943.50	71,600.00		71,600.00	71,543.77	71,600.00	24,000.00	40 meters/60 meters on hand
<b>TOTAL CAPITAL OUTLAY</b>		<b>74,010.18</b>	<b>106,464.12</b>	<b>(5.80)</b>	<b>106,458.32</b>	<b>106,402.09</b>	<b>106,458.32</b>	<b>38,345.00</b>	
<b>TOTAL WATER UTILITIES</b>		<b>2,390,893.75</b>	<b>2,611,515.39</b>	<b>10,301.20</b>	<b>2,621,816.59</b>	<b>1,489,335.90</b>	<b>2,621,816.59</b>	<b>2,865,039.24</b>	

51 - WATER UTILITIES FUND

	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET
<b>DEPARTMENTAL EXPENDITURES</b>							
<b>DEBT SERVICE</b>							
7900-209	2002 WATER BOND-PRINCIPAL	100,000.00	100,000.00		100,000.00	100,000.00	0.00
7900-210	2002 WATER BOND-INTEREST	7,000.00	2,350.00		2,350.00	2,350.00	0.00
7900-214	2007 CERT OF OBLIG-PRINCIPAL	80,000.00	100,000.00		100,000.00	100,000.00	100,000.00
7900-215	2007 CERT OF OBLIG-INTEREST	72,250.00	68,425.00		68,425.00	68,425.00	64,175.00
7900-216	2007 GO REFUNDING- PRINCIPAL	65,000.00	70,000.00		70,000.00	70,000.00	175,000.00
7900-217	2007 GO REFUNDING- INTEREST	42,958.00	40,420.00		40,420.00	40,420.00	35,814.00
7900-218	2011 CERT OF OBLIG-PRINCIPAL	75,000.00	80,000.00		80,000.00	80,000.00	85,000.00
7900-219	2011 CERT OF OBLIG-INTEREST	73,375.00	71,825.00		71,825.00	71,825.00	70,175.00
7900-298	BOND SALE EXPENSES	200.00	200.00		200.00	200.00	200.00
<b>TOTAL DEBT SERVICE</b>		<b>515,783.00</b>	<b>533,220.00</b>	<b>-</b>	<b>533,220.00</b>	<b>444,905.50</b>	<b>533,220.00</b>
<b>TOTAL DEBT SERVICE</b>		<b>515,783.00</b>	<b>533,220.00</b>	<b>-</b>	<b>533,220.00</b>	<b>444,905.50</b>	<b>533,220.00</b>

DEBT SERVICE FUND



## 59 - DEBT SERVICES FUND

	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	
<b>DEPARTMENTAL EXPENDITURES</b>								
<b>REVENUES</b>								
<b>PROPERTY TAXES</b>								
4011	PROPERTY TAXES	656,535.46	654,710.00	150.00	654,860.00	654,245.28	654,860.00	608,810.00
4012	PROPERTY TAXES-DELINQUENT	9,710.44	8,500.00	900.00	9,400.00	9,285.74	9,400.00	8,000.00
4015	PROPERTY TAXES-P&I	11,169.84	2,200.00	400.00	2,600.00	2,487.65	2,600.00	1,900.00
4911	INTEREST INCOME	500.97	240.00	600.00	840.00	769.31	840.00	500.00
<b>TOTAL PROPERTY TAXES</b>		<b>677,916.71</b>	<b>665,650.00</b>	<b>2,050.00</b>	<b>667,700.00</b>	<b>666,787.98</b>	<b>667,700.00</b>	<b>619,210.00</b>
<b>TOTAL REVENUES</b>		<b>677,916.71</b>	<b>665,650.00</b>	<b>2,050.00</b>	<b>667,700.00</b>	<b>666,787.98</b>	<b>667,700.00</b>	<b>619,210.00</b>
<b>EXPENDITURES</b>								
<b>DEBT SERVICE</b>								
7900-209	2002 WATER BOND-PRINCIPAL	155,000.00	165,000.00		165,000.00	165,000.00	165,000.00	-
7900-210	2002 WATER BOND-INTEREST	11,320.00	3,877.50		3,877.50	3,877.50	3,877.50	-
7900-214	2007 CERT OF OBLIG-PRINCIPAL	75,000.00	80,000.00		80,000.00	80,000.00	80,000.00	80,000.00
7900-215	2007 CERT OF OBLIG-INTEREST	56,206.25	52,912.50		52,912.50	27,306.25	52,912.50	49,512.50
7900-216	2007 GO REFUNDING- PRINCIPAL	10,000.00	10,000.00		10,000.00	10,000.00	10,000.00	180,000.00
7900-217	2007 GO REFUNDING- INTEREST	64,296.00	63,920.00		63,920.00	32,054.00	63,920.00	60,348.00
7900-218	2011 CERT OF OBLIG-PRINCIPAL	120,000.00	125,000.00		125,000.00	125,000.00	125,000.00	130,000.00
7900-219	2011 CERT OF OBLIG-INTEREST	113,750.00	111,300.00		111,300.00	56,275.00	111,300.00	108,750.00
7900-298	BOND SALE EXPENSES	670.00	950.00		950.00	100.00	950.00	200.00
<b>TOTAL DEBT SERVICE</b>		<b>606,242.25</b>	<b>612,960.00</b>	<b>-</b>	<b>612,960.00</b>	<b>499,612.75</b>	<b>612,960.00</b>	<b>608,810.50</b>



**City of Lucas**  
**City Council**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Discuss and consider the approval of site plan for Lot 3 of the Lucas Wal-Mart Addition a tract of land containing 1.478 acres of land, with proposed site containing two commercial buildings; one being a 1,752 square feet a Starbucks with a drive through, and a 3,485 square feet a Wendy's restaurant with a drive through.

**Background Information:**

Tract 1.478 acres, minimum lot size permitted Commercial zone 30,000 square feet.  
Two buildings total square footage 5237 square feet.  
Lot coverage maximum 75% (platting was approved for this site prior to the change of maximum 65% coverage).  
Required Parking 1 space for every three seats, way over the minimum requirement.  
Stormwater run-off is through the Wal-Mart retention pond.  
Minimum interior landscape/green space is 8%.

**Attachments/Supporting Documentation:**

1. Site plan

**Budget/Financial Impact:**

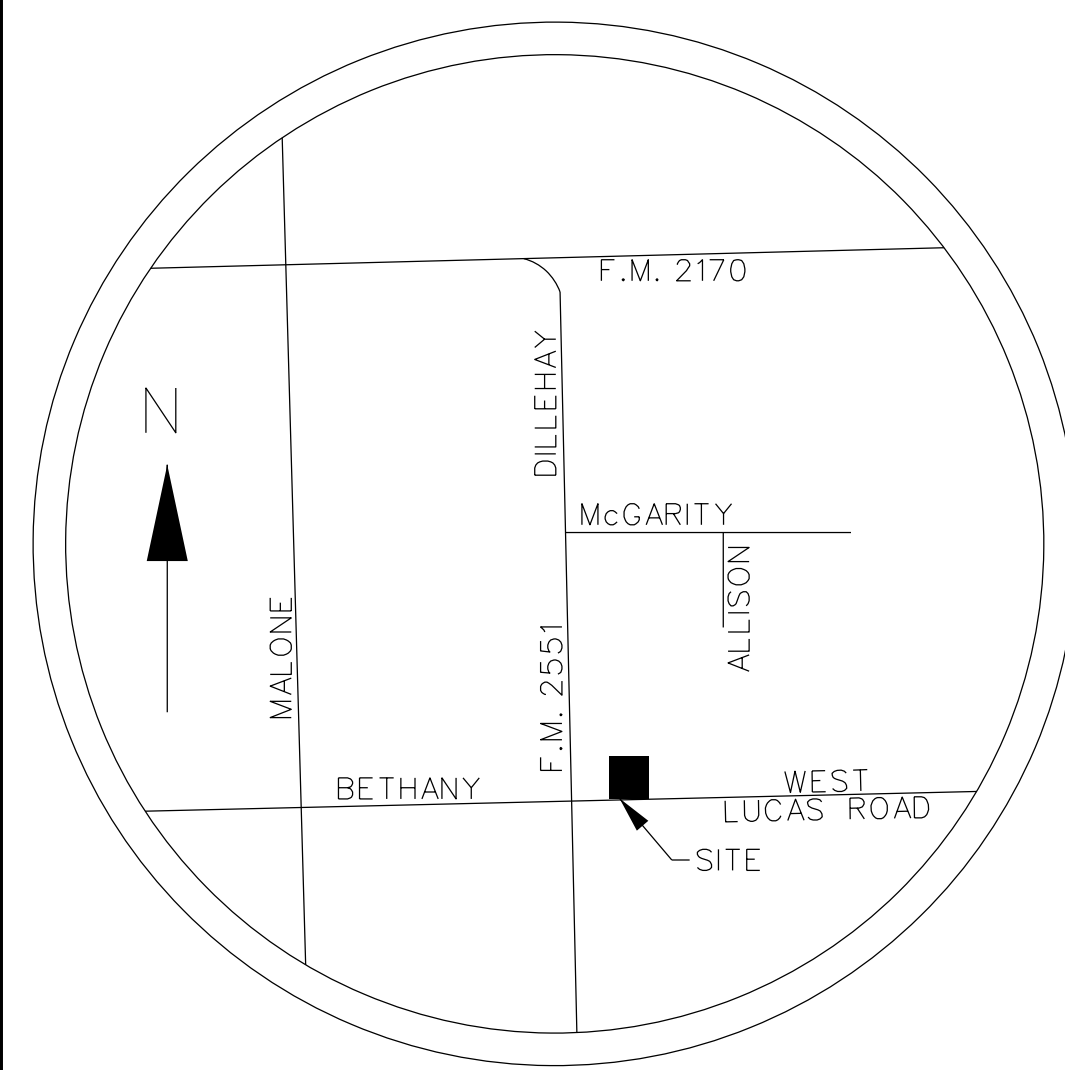
Increased revenue for the general fund through property taxes and sales tax. Increase to the water fund through water use.

**Recommendation:**

The Planning & Zoning Commission recommended approval at the July 10, 2014 meeting.

**Motion:**

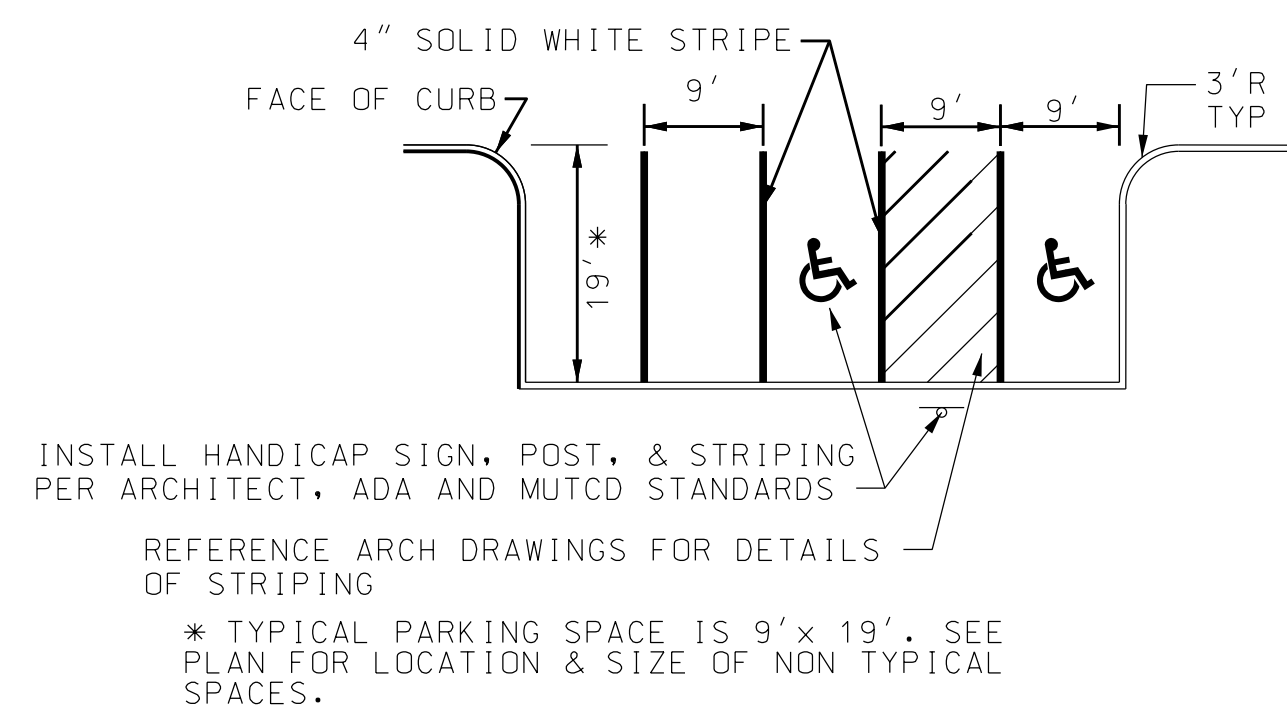
I make a Motion to approve/deny the site plan for Lot 3 of the Lucas Wal-Mart Addition a tract of land containing 1.478 acres of land, with proposed site containing two commercial buildings; one being a 1,752 square feet a Starbucks with a drive through, and a 3,485 square feet a Wendy's restaurant with a drive through.



VICINITY MAP  
NTS

**SITE DATA SUMMARY TABLE**

LOT 3 IS ZONED COMMERCIAL  
 TOTAL LOT SIZE: 64,385 SQ.FT., 1.478 ACRES  
 PROP BUILDING COVERAGE: 8% LOT COVERAGE: 92%  
 WENDY'S PROPERTY OWNERS  
 MUY HAMBURGERS PARTNERS, LLC  
 17890 BLANCO RD., SUITE 444  
 SAN ANTONIO, TX 78232  
 PROP BUILDING WILL BE USED AS A RESTAURANT FACILITY  
 PROP BUILDING: 3405 SF  
 PROP BUILDING IS ONE STORY (16' TO TOP OF ROOF)  
 STARBUCKS PROPERTY OWNERS  
 NOBLE RE  
 505 PECAN STREET, SUITE 101  
 FORT WORTH, TX 76102  
 PROP BUILDING WILL BE USED AS A COFFEEHOUSE FACILITY  
 PROP BUILDING: 1752 SF  
 LOT 3 IS CURRENTLY 0% IMPERVIOUS. IMPROVEMENTS  
 OF LOT BRING THE IMPERVIOUS COVERAGE TO 74.0%  
 71 PARKING SPACES ARE PROVIDED FOR THE LOT  
 38 PARKING SPACES ARE PROVIDED FOR STARBUCKS  
 (2 HANDICAP SPACES)  
 33 PARKING SPACES ARE PROVIDED FOR WENDY'S  
 (2 HANDICAP SPACES)  
 ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND  
 AND URBAN DEVELOPMENT FEDERAL INSURANCE  
 ADMINISTRATION FLOOD INSURANCE RATE MAP COMMUNITY  
 PANEL NUMBER 48085C0405J EFFECTIVE JUNE 2, 2009  
 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD  
 HAZARD AREA  
 ALL LIGHTS SHALL INCLUDE A FULL CUT OFF TYPE FIXTURE.  
 PROPOSED LIGHTING TO INCLUDE LITHONIA, LED  
 AREA LUMINAIRE WITH DARK BRONZE FINISH  
 POLE HEIGHT: 30'  
 POLE DIAMETER: 5"  
 POLE FINISH: BRONZE



**AUTO PARKING DETAIL**  
NTS

**LEGEND**

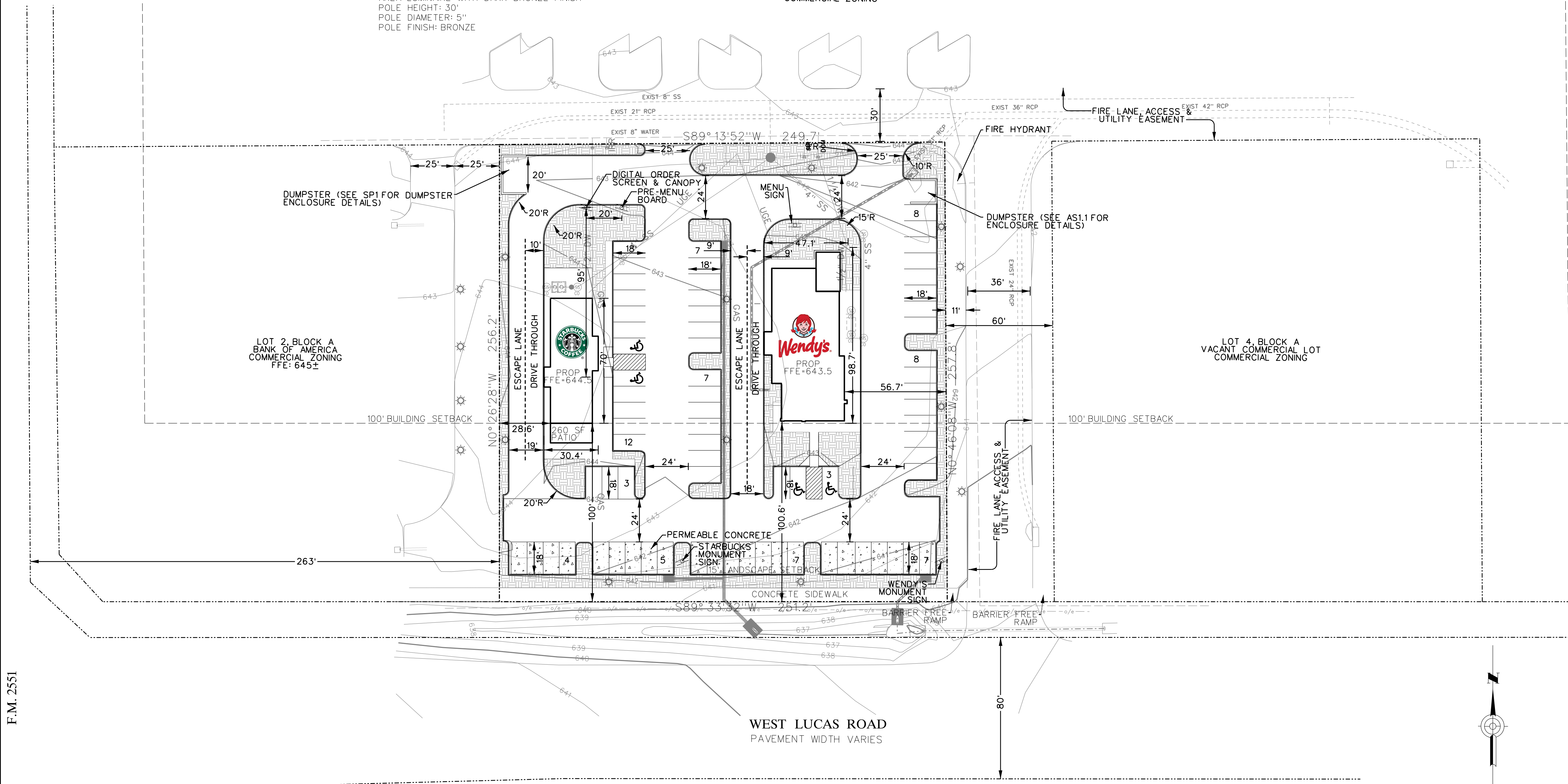
- GREEN SPACE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER

PRELIMINARY  
 FOR REVIEW ONLY  
 These documents are for Design  
 Review and not intended for  
 Construction, Bidding or Permit  
 Purposes. They were prepared  
 by, or under supervision of:  
 Jon M. Kroehler 94247 6/24/14  
 Type or Print Name PE Date

**SHIELD ENGINEERING GROUP, PLLC**  
 CIVIL ENGINEERING & SURVEYING SERVICES  
 TBPE F-11039  
 TBPLS 10193890  
 P.O. Box 470636  
 Fort Worth, Texas 76147  
 817.810.0696

**LINEARI ARCHITECTURE**

Architect
SHIELD ENGINEERING GROUP, PLLC
Civil Engineer
Structural Engineer
Plumbing Engineer
Mechanical Engineer
Electrical Engineer

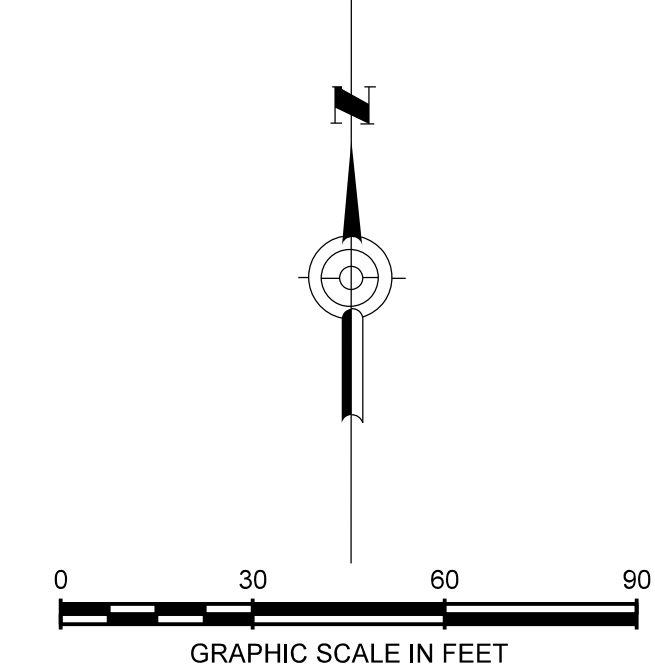


**LUCAS STARBUCKS/  
 LUCAS WENDY'S - SITEPLAN**  
 LOT 3, BLOCK A, WAL-MART LUCAS ADDN

SHIELD PROJECT #: 2014018.04  
 DATE: 6/17/14  
 REVISIONS / SUBMISSIONS:

NO.	DATE	DESCRIPTION

SHEET:





**City of Lucas  
City Council  
Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Discuss and consider a minor plat application submitted by Sarah Colter for Abs A0824 Jas M Snider Survey, Tract 10, 4.098 acres and Abs A0824 Jas M Snider Survey, Tract 41, 4.0 acres otherwise known as 1125 Country Club Road.

**Background Information:**

Mrs. Colter is taking two existing lots of record that are each 4 acres +/- and reconfiguring them so that both lots have road frontage, each lot will still be 4+/- acres. This would have been a staff approval except there is right-of-way dedication.

**Attachments/Supporting Documentation:**

1. Copy of Plat

**Budget/Financial Impact:**

N/A

**Recommendation:**

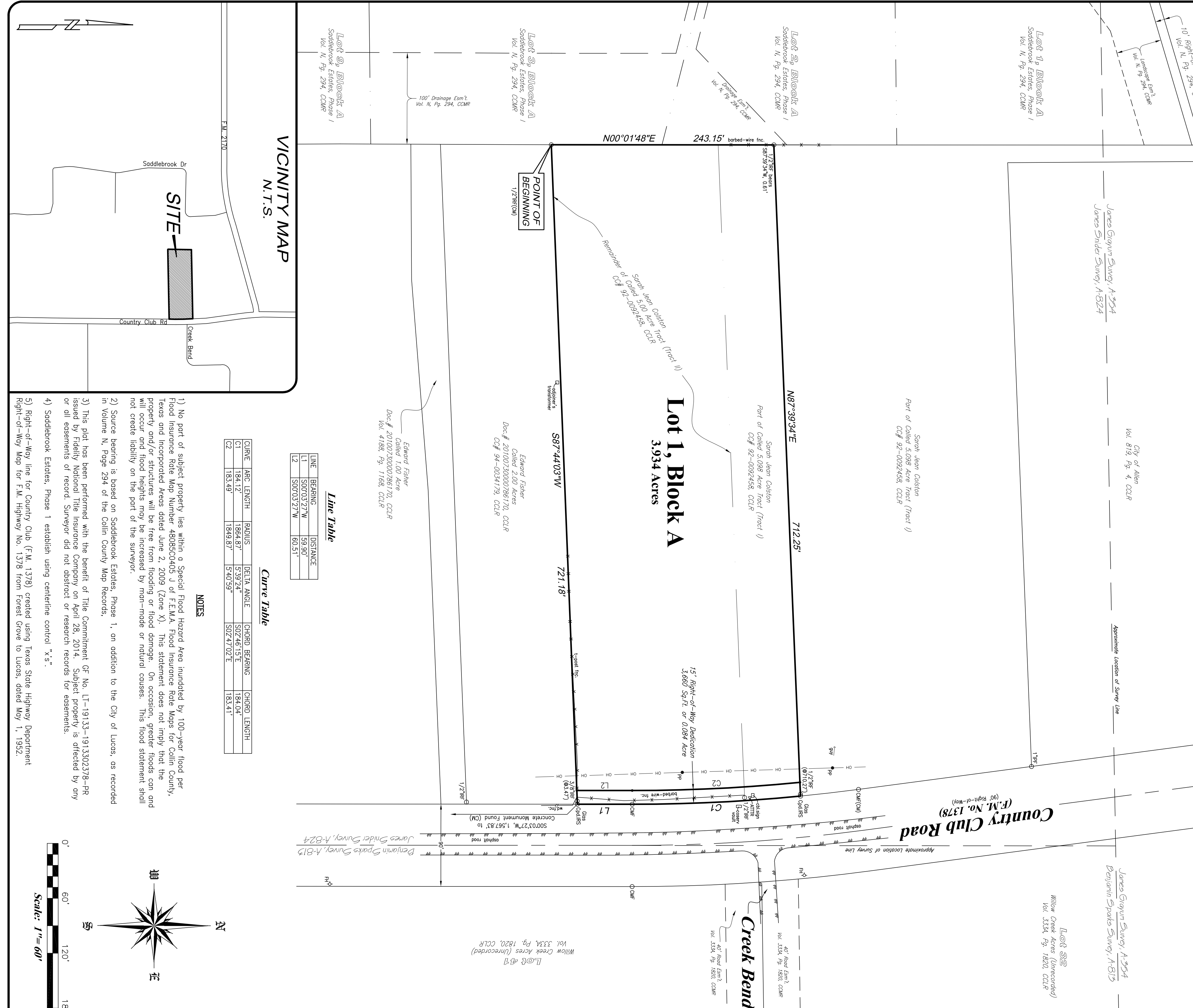
Planning & Zoning Commission recommended approval at the July 10, 2014 meeting.

**Motion:**

I make a Motion to **approve/deny** the minor plat application submitted by Sarah Colter for Abs A0824 Jas M Snider Survey, Tract 10, 4.098 acres and Abs A0824



Jas M Snider Survey, Tract 41, 4.0 acres otherwise known as 1125 Country Club Road.



**VICINITY MAP**  
N.T.S.

**SITE**

**Line Table**

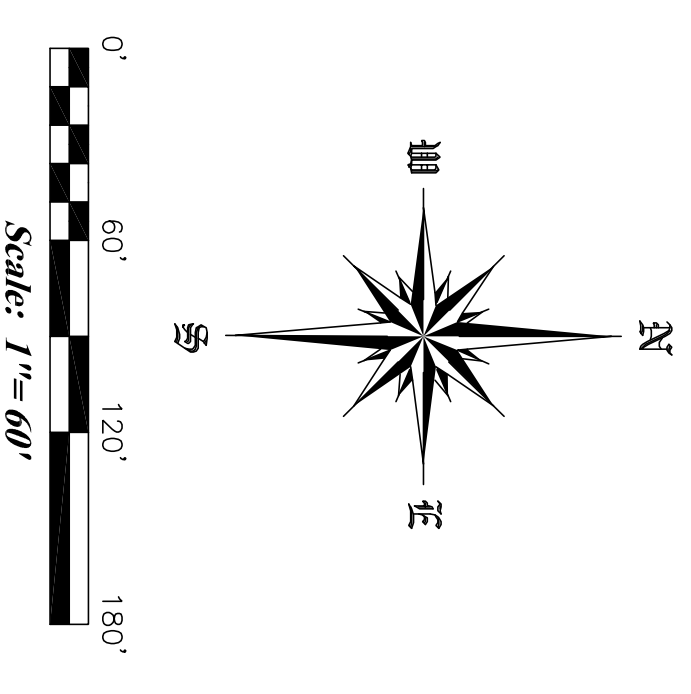
LINE	BEARING	DISTANCE
L1	S00°03'27\"W	59.90'
L2	S00°03'27\"W	60.51'

**Curve Table**

CHORD	ARC LENGTH	BEARINGS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	184.12'	184.43°	5.9274°	S02°46'15\"E	184.04'
C2	183.49'	184.97°	5.4059°	S02°47'02\"E	183.41'

**NOTES**

- 1) No part of subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Flood Insurance Rate Map Number 480550403 J of F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and incorporated areas dated June 2, 2009 (Zone X). This statement does not imply that the property and/or structures will be free from flooding or flood damage. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- 2) Source bearing is based on Saddlebrook Estates, Phase 1, on addition to the City of Lucas, as recorded in Volume N, Page 294 of the Collin County Map Records.
- 3) This plat has been performed with the benefit of Title Commitment GF No. LT-19133-1913302378-PR issued by Fidelity National Title Insurance Company on April 28, 2014. Subject property is affected by any or all easements of record. Surveyor did not obstruct or research records for easements.
- 4) Saddlebrook Estates, Phase 1 establish using centerline control "X"s."
- 5) Right-of-Way line for Country Club (F.M. 1378) created using Texas State Highway Department Right-of-Way Map for F.M. Highway No. 1378 from Forest Grove to Lucas, dated May 1, 1932.



**OWNER'S DEDICATION AND ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF COLLIN §

WHEREAS **Sarah Jean Colston** is the owner of a tract of land situated in the State of Texas, County of Collin, and City of Lucas, being part of the James Snider Survey, Abstract No. 824, being the remainder of a called 5.00 acre tract (Tract I) and part of a called 5.098 acre tract (Tract II) as recorded under County Clerk File No. 92-0092458 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the west line of said 5.00 acre tract, marking the southwest corner of said premises, the northwest corner of a called 2.00 acre tract as recorded under Document No. 2010030000786170 and under County Clerk File No. 94-0034179 of the Collin County Land Records, and being in the east line of Saddlebrook Estates, Phase I, an addition to the City of Lucas as recorded in Volume N, Page 294 of the Collin County Map Records;

THENCE with the west line of said 5.00 acre tract, the west line of said premises, the west line of said 5.098 acre tract, and the east line of said Saddlebrook Estates, Phase I, North 00°01'48" East, 243.15 feet to a point for corner marking the northwest corner of said premises, from which a 1/2-inch iron rod found bears South 87°39'34" West, 0.61 feet;

THENCE with the north line of said premises, North 87°39'34" East, passing a 1/2-inch iron rod found at 7710.27 feet and continuing for a total distance of 712.25 feet to a Glas capped iron rod set in the curving west right-of-way line of Country Club Road (F.M. No. 1378) (90° Right-of-Way) marking the northeast corner of said premises and being the beginning of a curve to the right;

THENCE with the west right-of-way line of Country Club Road and the east line of said premises as follows: southeasterly along said curve through a central angle of 5°39'24" for an arc distance of 184.12 feet and having a radius of 1,864.87 feet (chord = South 02°46'15" East, 184.04 feet) to a concrete monument found, South 00°03'27" West, 59.90 feet to a Glas capped iron rod set marking the southeast corner of said premises and the northeast corner of the aforementioned 2.00 acre tract;

THENCE with the south line of said premises and the north line of said 2.00 acre tract, South 87°44'03" West, 721.18 feet to the point of beginning and continuing 4.018 acres of land.

**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF COLLIN §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, **Sarah Jean Colston**, the Owner, do hereby bind themselves and their heirs, assigns and successors of the this plat designating the heretofore described property as **Final Plat of Lot 1, Block A of Edwards Addition**, on addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown therein, and do hereby reserve the easement strips shown on this plat as being for use of any public utility which shall have the right to employ and be reserved to use of any public utility. I, the undersigned, do hereby approve and grant that in any or all endings or interferences with the construction, maintenance or efficiency of its respective systems on any of these easements, streets, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, or otherwise using the same, and that no other's interest or right shall be asserted against the same, and that the said owners of the property hereby do hereby certify that they are the sole owners of the dedicated property and that no other's interest or right shall be asserted against the same, and that the said owners of the property hereby do hereby certify that they are the sole owners of the dedicated property and that no other's interest or right shall be asserted against the same. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Witness our hands at Lucas, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2014.

Sarah Jean Colston \_\_\_\_\_  
Notary Public in and for the State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Sarah Jean Colston**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

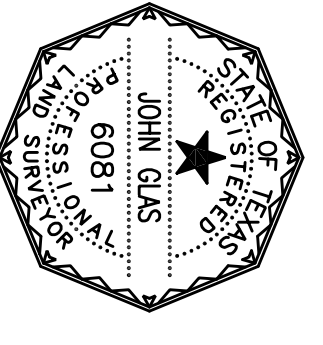
Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**SURVEYOR'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF HUNT §

KNOW ALL MEN BY THESE PRESENTS:

That I, **John Glas**, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.



**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF HUNT §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **John Glas**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of Texas

**CITY APPROVAL CERTIFICATE**

This plat is hereby approved by the Director of Planning and Community Development of the City of Lucas, Texas, in accordance with the Lucas Development Code, Review & Approval Procedures.

Director of Planning and Community Development \_\_\_\_\_ Date \_\_\_\_\_

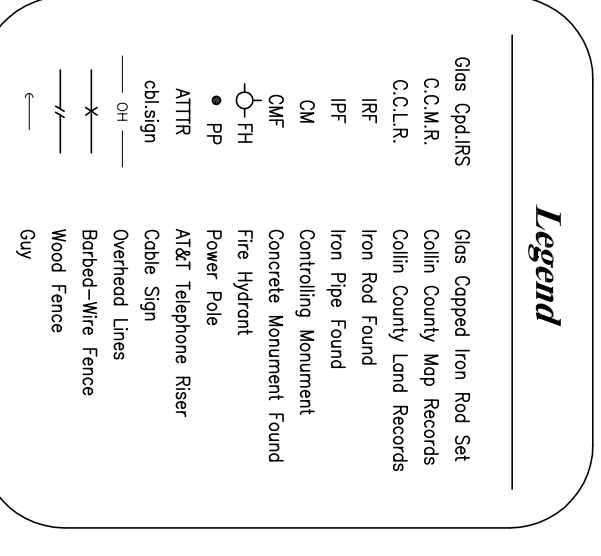
ATTEST:  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Development Code and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

Director of Public Works \_\_\_\_\_ Date \_\_\_\_\_

**Final Plat of Lot 1, Block A Edwards Addition**  
Being the remainder of a called 5.00 acre tract (Tract II) and part of a called 5.098 acre tract (Tract I) as recorded under CC# 94-0092458, CCLR 4.018 Gross Acres less 0.084 ROW Dedication James Snider Survey, Abstract No. 824 City of Lucas, Collin County, Texas June 7, 2014



OWNER:  
Sarah Jean Colston  
1125 Country Club Road  
Allen, TX 75002

**Glas Land Surveying**  
2114 FM 1563, Wolfe City, Texas 75496  
Office: (903) 496-2084  
www.glasslandsurveying.com  
BPL#S Form No. 10193970



**City of Lucas**  
**City Council Agenda Request**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Joseph Hilbourn Development Services Director**

**Agenda Item:**

Discuss and consider a request by Steve Lenart at staffs request for a development agreement for between the city of Lucas and CDAG Lewis Park LLC. The agreement is regarding dedication of 5.5 acres of land to the city for parks in consideration for number of lots and parks fees.

**Background Information:**

Staff and Steve Lenart have been in negotiations for parkland near the city's existing park on Country Club Road. Staff feels there is a need for park land on the southern half of the city. The project without parkland dedication shows 35 lots on a concept plan with R-1.5 zoning consistent with the approved comprehensive plan for the city. Staff is asking for consideration of lot sizes to allow for dedication of parkland at no cost to the city except park fees still allowing the developer to maintain 35 lots. Staff has brought back a new design with R-1.5 on the perimeter of the sub-division with R-1 lots in the center.

**Attachments/Supporting Documentation:**

1. Development Agreement.
2. Concept plan

**Budget/Financial Impact:**

None

**Recommendation:**

Approve as presented

**Motion:**

I make a Motion to approve/deny a development agreement for between the city of Lucas and CDAG Lewis Park LLC. The agreement is regarding dedication of 5.5 acres of land to the city for parks in consideration for number of lots and parks fees.

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

This Development Agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and CADG Lewis Park, L.L.C. (“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 in attached Exhibit “A” (the “Property #1”); and

**WHEREAS**, Developer has purchased certain real property described by metes and bounds in attached Exhibit “B” (the “Property #2”); and

**WHEREAS**, Developer intends to develop Property #1 and Property #2 collectively into one overall development as indicated in attached Exhibit “C” (the “Property”); and

**WHEREAS**, Developer intends to develop the Property in general conformance with the concept plan attached as Exhibit “C” and the City’s comprehensive zoning ordinance, provided the Developer is granted an amendment by the governing body to the comprehensive zoning ordinance to develop in accordance with Residential R 1 Acre and Residential 1.5 Acre development standards (the “Concept Plan”); and

**WHEREAS**, Developer intends to dedicate to the City, for use as a public park, as shown on the plan attached as Exhibit “D” (the “Park Land Dedication”); 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 Property; or (2) the date the Developer and City have fully satisfied all of the terms and condition herein; or (3) January 1, 2025; 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 Property as approved by the City.

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

“Developer” shall mean CADG Lewis Park, L.L.C. and 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.

“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” and Exhibit “B” and as depicted on Exhibit “C”.

### **Article III Park Dedication**

3.01 Dedication of Park Land. Developer agrees to dedicate to the City approximately 5.5 acres of land as depicted on Exhibit “D” (the “Park Land Dedication”). Such dedication shall occur at the time of final plat approval and recordation of the Property. The exact acreage of the Park Land Dedication will be agreed upon by both City and Developer during the development process.

3.02 Use of Park Land Dedication Property. It is agreed upon by both Developer and City that the Park Land Dedication property will be used solely for park purposes such as ball fields, walking trails, playgrounds, picnic pavilions, parking lots, etc. and no other public or private uses will be allowed. Furthermore, no improvements on the Park Land Dedication property will be lighted for use after sunset and no public address systems and/or loudspeakers will be permitted.

3.03 Open Space/Park Fees. The Park Land Dedication shall satisfy all City requirements regarding open space dedication, park land dedication, and Park Fee payments for the Property. No additional dedications or Park Fee payments shall be required.

**Article IV  
Subdivision Layout**

4.01 Subdivision Layout. Developer intends to plat the Property in basic conformance with Exhibit "C", which contains 35 (thirty-five) residential lots. Developer reserves the right to adjust the street and lot layout on Exhibit "C" as long as the Park Land Dedication remains in the same approximate location and remains the same approximate size. Developer agrees that the Property will contain no more than 35 (thirty-five) residential lots in any instance.

**Article V  
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:

CADG Lewis Park, L.L.C.  
1221 I-35 E. Suite 200  
Carrollton, TX 75006

With a copy to:

Lenart Development Company, LLC  
520 Central Parkway E. Suite 104  
Plano, TX 75074

If Notice to Lucas:

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 VI Termination**

6.01 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 VII Miscellaneous**

7.01 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.

7.02 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.

7.03 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.

7.04 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.



7.05 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.

7.06 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.

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

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

7.09 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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  
(JIG/07-18-13/60754)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 \_\_\_\_\_, 2014 .

**Developer**

CADG Lewis Park, LLC,  
a Texas limited liability company

By: CADG Holdings, LLC,  
a Texas limited liability company  
Its Sole Member

By: MMM Ventures, LLC,  
a Texas limited liability  
company  
Its Manager

By: 2M Ventures, LLC,  
a Delaware limited liability company  
Its Manager

By: \_\_\_\_\_  
Name: Mehrdad Moayed  
Its: Manager

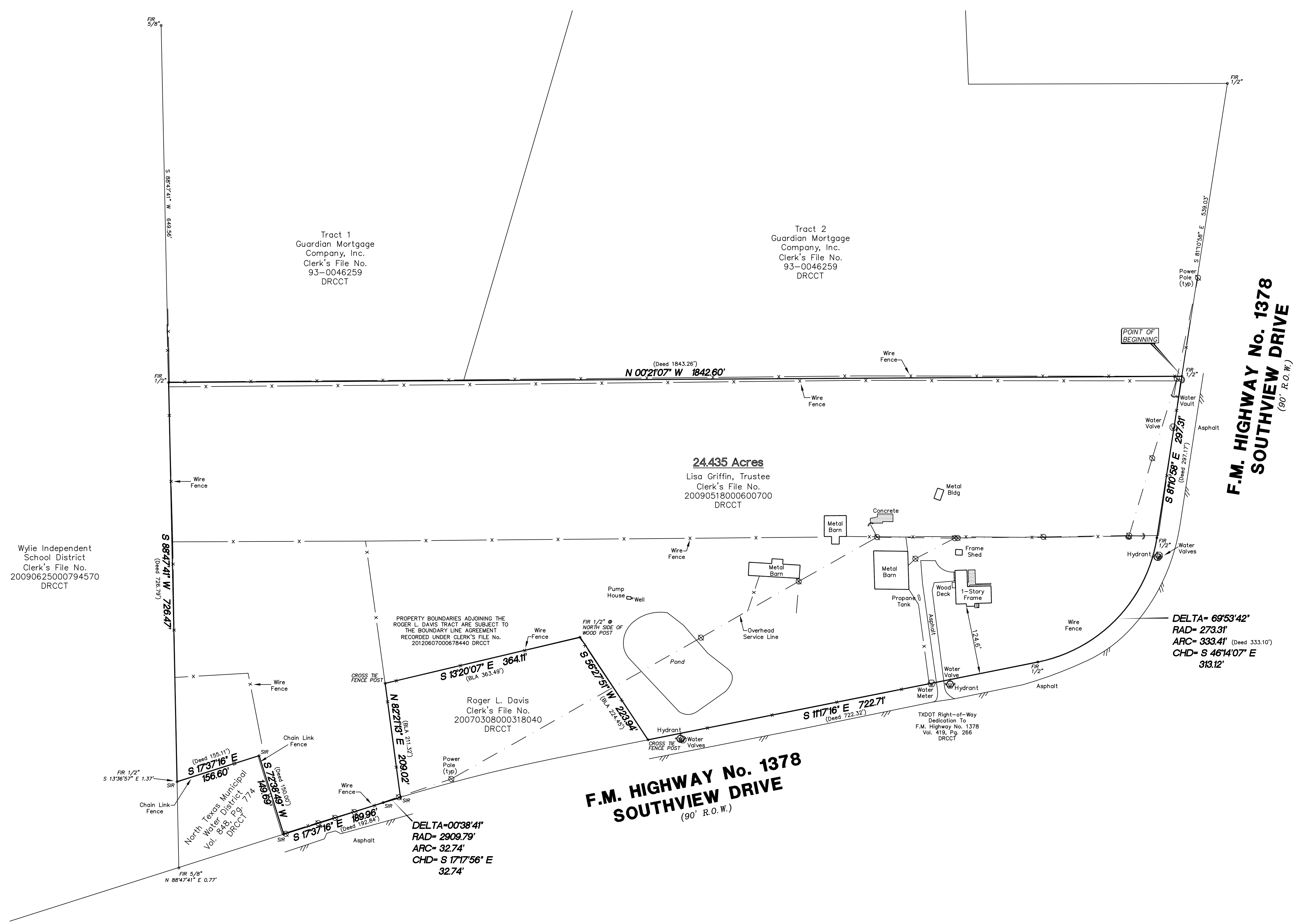
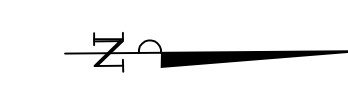
STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Lewis Park, LLC, a Texas limited liability company on behalf of said company.

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



EXHIBIT A



**BEING** a tract of land situated in the James Anderson Survey, Abstract No. 17, in the City of Lucas, Collin County, Texas, and being all of that same tract of land as described in deed to Lisa Griffin, Trustee, recorded under Clerk's File No. 20090518000600700 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found in the south line of F.M. Highway No. 1378 (Southview Drive) (90 foot right-of-way), at the northeast corner of a Tract 2 as described in deed to Guardian Mortgage Company, Inc. recorded under Clerk's File No. 93-0046259 DRCCT;

**THENCE** South 81 degrees 10 minutes 58 seconds East, along the south line of said F.M. Highway No. 1378, 297.31 feet to a 1/2-inch iron rod found at the point of curvature of a circular curve to the right at TXDOT station 209+41.9 having a radius of 273.31 feet;

**THENCE** southeasterly, along said curve to the right and along the south line of said F.M. Highway No. 1378, through a central angle of 69 degrees 53 minutes 42 seconds, an arc distance of 333.41 feet and having a chord which bears South 46 degrees 14 minutes 07 seconds East, 313.12 feet to a 1/2-inch iron rod found at the point of tangency at TXDOT station 205+53.7;

**THENCE** South 11 degrees 17 minutes 16 seconds East, along the west line of said F.M. Highway No. 1378, 722.71 feet to a cross tie fence post found at the northeast corner of a tract of land as described in deed to Roger L. Davis recorded under Clerk's File No. 20070308000318040 DRCCT;

**THENCE** along the north, west and south line's of said Davis tract as established by Boundary Line Agreement recorded under Clerk's File No. 20120607000678440 DRCCT the following:

South 56 degrees 27 minutes 51 seconds West, departing the west line of said F.M. Highway No. 1378, 223.94 feet to a 1/2-inch iron rod found on the north side of a wooden post;

South 13 degrees 20 minutes 07 seconds East, 364.11 feet to a cross tie fence post found;

North 82 degrees 21 minutes 13 seconds East, 209.02 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' in the west line of said F.M. Highway No. 1378, and lying in a non-tangent circular curve to the left having a radius of 2909.79 feet;

**THENCE** southeasterly, along said curve to the left and along the west line of said F.M. Highway No. 1378, through a central angle of 00 degrees 38 minutes 41 seconds, an arc distance of 32.74 feet and having a chord which bears South 17 degrees 17 minutes 56 seconds East, 32.74 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' at the point of tangency at TXDOT station 196+55;

**THENCE** South 17 degrees 37 minutes 16 seconds East, continuing along the west line of said F.M. Highway No. 1378, 189.96 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' at the northeast corner of a tract of land as described in deed to the North Texas Municipal Water District recorded in Volume 848, Page 774 DRCCT;

**THENCE** South 72 degrees 38 minutes 49 seconds West, departing the west line of said F.M. Highway No. 1378, along the north line of said North Texas Municipal Water District tract, 149.69 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys';

**THENCE** South 17 degrees 37 minutes 16 seconds East, along the west line of said North Texas Municipal Water District tract, at 2.1 feet passing a chain link fence post, continuing generally along a chain link fence, in all a distance of 156.60 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' in the north line of a tract of land as described in deed to the Wylie Independent School District recorded under Clerk's File No. 20090625000794570 DRCCT;

**THENCE** South 88 degrees 47 minutes 41 seconds West, along the north line of said Wylie Independent School District tract, 726.47 feet to a 1/2-inch iron rod found at the southeast corner of Tract 1 as described in deed to Guardian Mortgage Company, Inc. recorded under Clerk's File No. 93-0046259 DRCCT;

**THENCE** North 00 degrees 21 minutes 07 seconds West, departing the north line of said Wylie Independent School District tract, along the east line of said Tract 1, at a calculated distance of 536.44 feet passing the northeast corner of said Tract 1, said point also being the southeast corner of said Tract 2, continuing along the east line of said Tract 2, in all a distance of 1842.60 feet to the **POINT OF BEGINNING** and containing 24.435 acres of land.

To: Lisa Griffin, exclusively;

I, Brad Sparr, a Registered Professional Land Surveyor for Sparr Surveys, do hereby certify that this survey was made on the ground, that this drawing correctly represents the facts found at the time of survey and that this professional service conforms to the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Brad Sparr  
Registered Professional  
Land Surveyor No. 3701

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT**

- NOTES:**
- 1) BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83.
  - 2) FIR DENOTES A FOUND IRON ROD.
  - 3) SIR DENOTES A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED 'SPARR SURVEYS'.
  - 4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, NO EASEMENTS OR OTHER ENCUMBRANCES WERE RESEARCHED OR REVIEWED IN CONNECTION WITH THIS SURVEY.
  - 5) (Deed 297.17') DENOTES DEED DIMENSION FROM DEED TO LISA GRIFFIN, TRUSTEE RECORDED UNDER CLERK'S FILE NO. 20090518000600700 DRCCT.
  - 6) (BLA 224.45') DENOTES DIMENSION FROM BOUNDARY LINE AGREEMENT RECORDED UNDER CLERK'S FILE NO. 20120607000678440 DRCCT.

This survey was performed for  
LISA GRIFFIN.  
  
THIS PLAT IS INVALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND EMBOSSED SEAL. THE CERTIFICATION ATTACHED HERETO DOES NOT APPLY TO ANY COPIES.

DRAWN BY: B.D.S./CAD  
CHECKED BY: B.D.S.  
SCALE: 1" = 100'  
DATE: DEC. 12, 2013  
  
JOB NO. 17365

SURVEY  
**24.435 ACRE TRACT**  
JAMES ANDERSON SURVEY  
ABSTRACT No. 17  
CITY OF LUCAS  
COLLIN COUNTY, TEXAS

**Sparr Surveys**  
2573 C.R. 722  
McKinney, Texas 75069  
(214) 544-2297

Property Description

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the James Anderson Survey, Abstract No. 17, being the resurvey of a Tract I, 14.5 acre tract and a Tract II, 21.95 acre tract as recorded under County Clerk No. 201140131000092420 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING of a 1/4" iron rod found in the south right-of-way line of Southview Drive (FM 1378) marking the most northerly northwest corner of said premises, the most northerly northwest corner of said 21.95 acre tract, and the northeast corner of a City of Lucas 3.00 acre tract as recorded in Volume 2170, Page 202 of the Collin County Land Records; THENCE with the south right-of-way line of Southview Drive (FM 1378), the most northerly north line of said premises, and 21.95 acre tract, South 80°48'15" East, 539.29 feet to a Roome capped iron rod set marking the northeast corner of said premises, 21.95 acre tract, and the northwest corner of a 24.45 acre tract as recorded in Volume 6045, Page 2781 of the Collin County Land Records;

THENCE with the east line of said premises, said 21.95 acre tract, and the east line of the aforementioned 14.5 acre tract, and being in the north line of a 60.00 acre tract as found marking the southeast corner of said premises, said 14.5 acre tract, the southwest corner of said 24.45 acre tract, and being in the north line of a 60.00 acre tract as recorded under County Clerk No. 20090625000794570 of the Collin County Land Records;

THENCE a the south line of said premises, said 14.5 acre tract, and the north line of said 60.00 acre tract, South 89°15'48" West, 649.63 feet to a KHA capped iron rod marking the northwest corner of said 60.00 acre tract, and the most easterly northeast corner of a 232.162 acre tract as recorded under County Clerk No. 20130904001244240 of the Collin County Land Records;

THENCE continuing with a south line of said premises, said 14.5 acre tract, and a north line of said 232.162 acre tract, South 89°15'48" West, 273.28 feet to a KHA capped iron rod found marking the southwest corner of said premises, said 14.5 acre tract, and an interior ell corner of said 232.162 acre tract;

THENCE with the west line of said premise, said 14.5 acre tract, and an east line of said 232.162 acre tract, North 00°06'23" West, 351.92 feet to a 5/8" iron rod found marking the most northerly northeast corner of said 232.162 acre tract and the southeast corner of Brookhaven Ranch Estates, an addition to the City of Lucas as recorded in Volume 6, Page 71 of the Collin County Map Records;

THENCE continuing with a west line of said premises, said 14.5 acre tract, and an east line of Brookhaven Ranch Estates, North 00°34'18" West, 478.02 feet to a 1/2" iron rod found marking the northwest corner of said 14.5 acre tract and the southwest corner of said 21.95 acre tract;

THENCE continuing with a west line of said premises, said 21.95 acre tract, and an interior ell corner of said 232.162 acre tract;

THENCE with the north line of said premises, said 14.5 acre tract, and an east line of said 232.162 acre tract, North 00°06'23" West, 351.92 feet to a 5/8" iron rod found; North 01°00'56" West, 387.03 feet to a 1/2" iron rod found marking the most westerly northwest corner of said 21.95 acre tract, and the southwest corner of the aforementioned City of Lucas 3.00 acre tract;

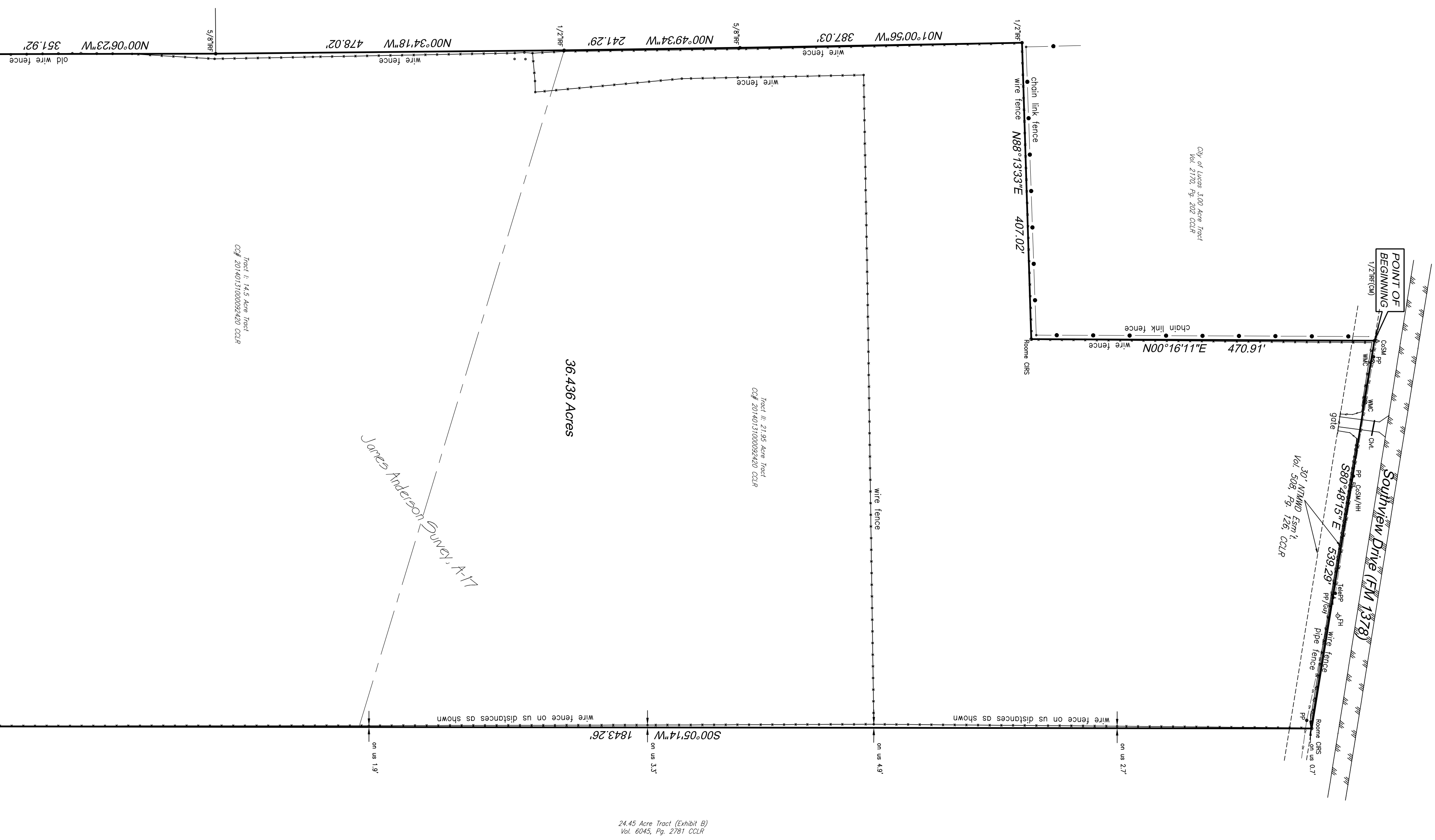
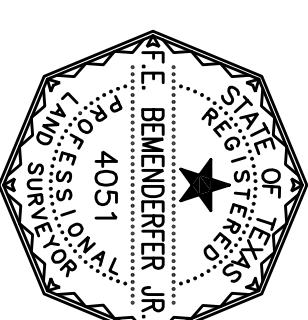
THENCE with a north line of said premises, said 21.95 acre tract, and the south line of said 3.00 acre tract, North 88°13'33" East, 407.02 feet to a Roome capped iron rod set marking an interior ell corner of said premises, said 21.85 acre tract, and the southeast corner of said City of Lucas 3.00 acre tract;

THENCE with a west line of said premises, said 21.95 acre tract, and the east line of said City of Lucas 3.00 acre tract, North 00°16'11" East, 470.91 feet to the point of beginning and containing 36.436 acres of land.

Surveyor's Certification

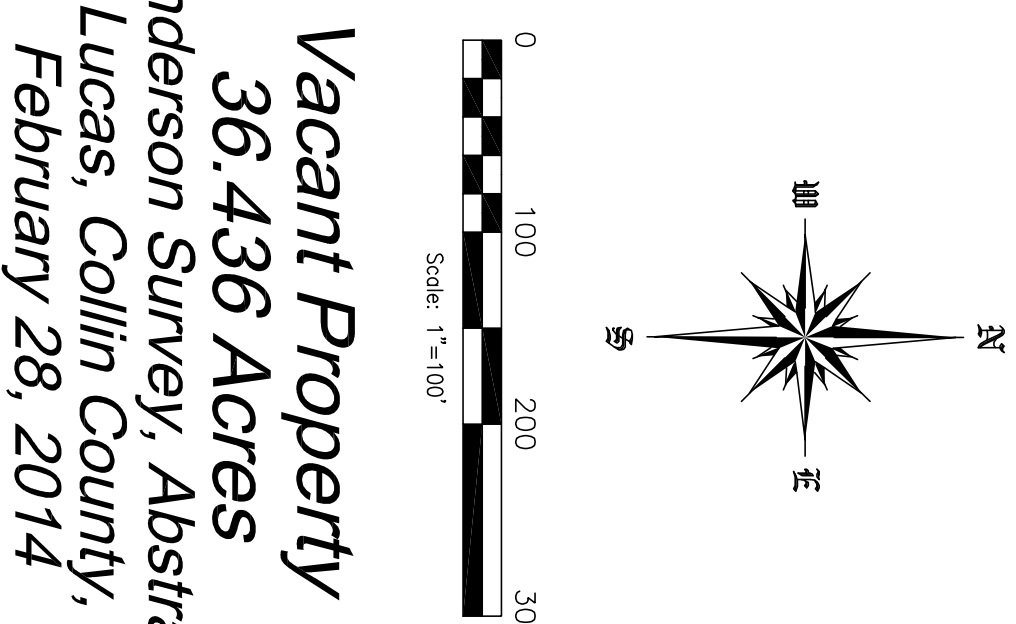
I, F. E. Bemenderfer, Jr., do hereby certify to: **Jack D. Sweet and Margaret B. Sweet, Centurion Acquisitions, L.P., Sendena Title, and its underwriter, Fidelity National Title Insurance Company** (1) this survey was made of the Property described herein on February 12, 2014 by myself or under my supervision, (2) the description contained herein and the location of rights-of-way, visible easements, set-back lines, visible improvements, and encroachments, that I have knowledge of or have been informed of are accurately reflected herein, (3) all monuments shown hereon actually exist and the location, size and type of material thereof are correctly shown, (4) the property reflected has access to a public roadway, (5) the relationship of the Property to all contiguous real estate is correctly shown, (6) no part of the subject property lies within a Special Flood Hazard Area mandated by 100-year flood per Map No. 4805500495 J of the F.L.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X).

F. E. Bemenderfer, Jr.  
Registered Professional  
Land Surveyor No. 4051



**Legend**

Roome Capped Iron Rod 3/4"	Roome Capped Iron Rod 3/4"
CLLR	CLLR
Collin County Land Records	Collin County Land Records
Iron Rod Found	Iron Rod Found
CM	CM
Contouring Monument	Contouring Monument
CM	CM
Collin Marker	Collin Marker
CM	CM
Fire Hydrant	Fire Hydrant
Power Pole	Power Pole
Old Wire Fence	Old Wire Fence
Opened Lines	Opened Lines
Wire Fence	Wire Fence
Old	Old



**Vacant Property**  
**36.436 Acres**  
**James Anderson Survey, Abstract No. 17**  
**City of Lucas, Collin County, Texas**  
**February 28, 2014**

PLAC1201401\ACT10144.dwg  
**Roome Land Surveying, Inc.**  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com

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## EXHIBIT C PROPERTY

60.851 Acres

in the

JAMES ANDERSON SURVEY, ABSTRACT NO. 17

CITY OF LUCAS

COLLIN COUNTY, TEXAS



SITE PLANNING CIVIL ENGINEERING PLATTING  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715  
 610 Byron Nelson Blvd, Ste 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043

TBPE Firm  
No. 1798

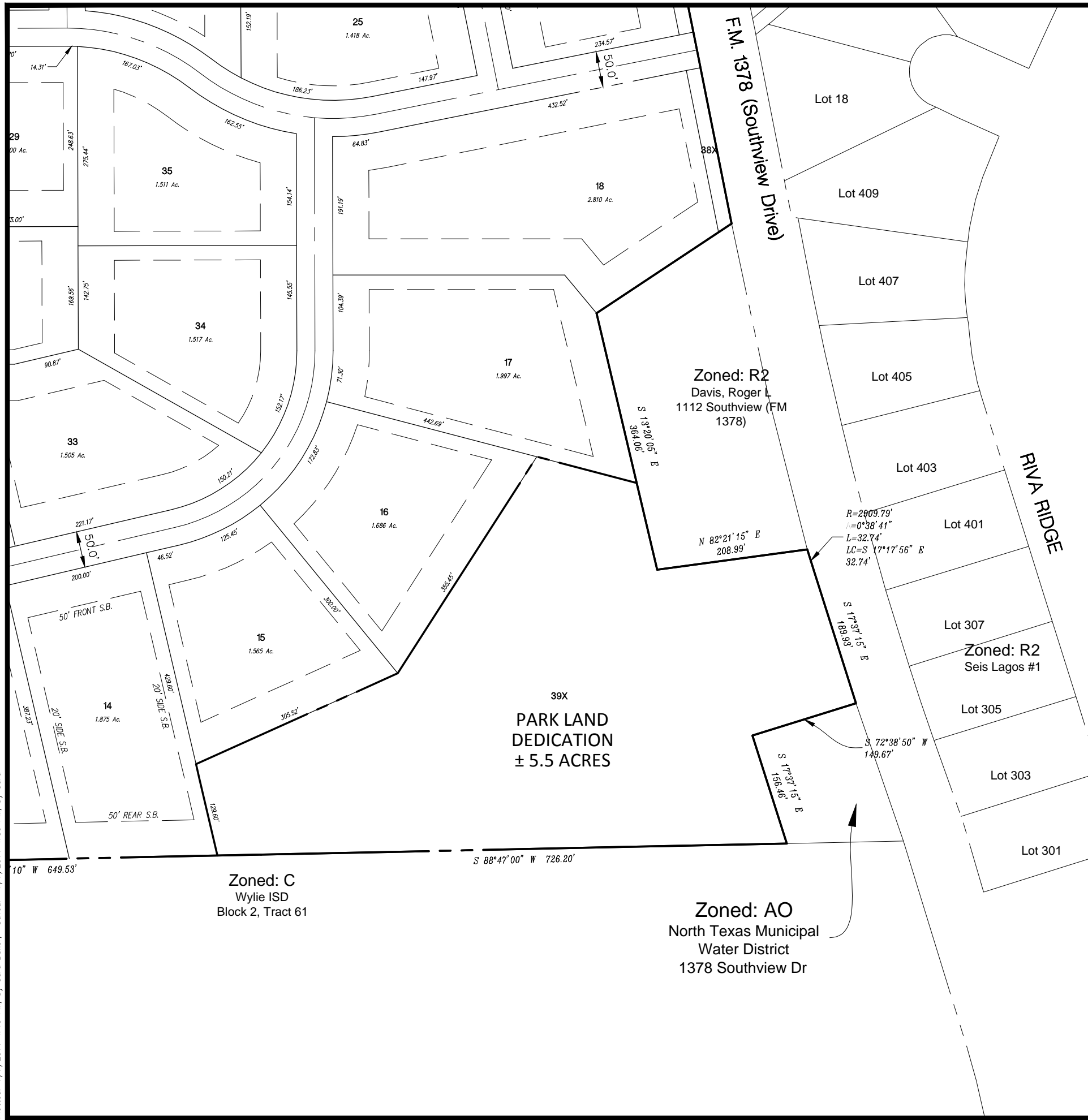
TBPLS Firm  
No. 10047700

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**14026**



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## EXHIBIT D PARK LAND DEDICATION

60.851 Acres  
 in the  
 JAMES ANDERSON SURVEY, ABSTRACT NO. 17  
 CITY OF LUCAS  
 COLLIN COUNTY, TEXAS



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TBPE Firm  
 No. 1798  
 TBPLS Firm  
 No. 10047700

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## EXHIBIT C PROPERTY

60.851 Acres

in the

JAMES ANDERSON SURVEY, ABSTRACT NO. 17  
 CITY OF LUCAS  
 COLLIN COUNTY, TEXAS



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TBPE Firm  
 No. 1798  
 TBPLS Firm  
 No. 10047700

DRAWN BY: CMB DATE: 7/28/14 SCALE: 1"=250' JOB. NO. **14026**



**City of Lucas  
Council Agenda Request  
Meeting Date: August 7, 2014**

Name & Title of Requestor: **Stanton Foerster, Public Works Director**

**Agenda Item:**

Discuss and consider accepting or rejecting the single bid for the Estates Parkway construction between Angel Parkway and Lovejoy High School.

**Background Information:**

In January of this year, the City Council approved a professional services agreement with Metropolitan Infrastructure for the design of the above project. TxDOT required a June letting for this locally-let project. In May of this year, \$450,000 was added to the FY 13-14 line 21-8210-491-114 using Roadway Impact Fees to fund the construction based on the engineer's estimate. On June 23, 2014, one bid from Quality Excavation, Ltd. was received and opened. The bid was in the amount of \$451,449.90. This bid is \$76,111.73 more than the revised engineer's estimate using TxDOT supplied prices of \$375,338.17. Staff has been working with Collin County to move \$122,000.00 in County bond funds from the Lucas Road project to the Estates Parkway project. The new breakdown in funding would be as follows: City of Lucas pays \$329,449.90 and Collin County pays \$122,000.00 for a total of \$451,449.90.

The City of Parker staff has responded positively to using \$122,000 of the Parker Collin County bond funds on the Lucas Road project. No Parker city council actions has been taken, and the Lucas Road agreement between Collin County and the City of Lucas has not been amended. A new agreement between Collin County and City of Lucas will be needed to move the funds to the Estates Parkway project.

**Attachments/Supporting Documentation:**

None

**Budget/Financial Impact:**

No impact at this time.

**Recommendation:**

Staff recommends rejecting all bids and rebidding the project when the City of Parker and Collin County agreements can be finalized.

**Motion:**

I make a Motion to accept/reject the single bid for the Estates Parkway construction between Angel Parkway and Lovejoy High School.



## City of Lucas Council Agenda Request August 7, 2014

**Name & Title of Requestor:** **Joni Clarke, City Manager**  
**Jim Kitchen, Fire Chief**

### **Agenda Item:**

Discuss and consider entering into an agreement with the International City/County Management Association's Center for Public Safety Management to perform a comprehensive assessment of Lucas Fire Department, appropriate \$27,000 from the general fund unrestricted reserves and authorize the City Manager to execute the agreement.

### **Background Information:**

The City of Lucas Fire Department has operated as a volunteer department until recently. With the City becoming the provider of emergency medical services, the Fire Department was transformed into a hybrid organization consisting of staff that are classified as full-time and volunteer.

Combination departments use both volunteer and paid full-time firefighters to respond to fires, medical emergencies, rescue and other calls. The mix of paid and volunteer firefighters depends on the size, type and risk of the community protected, the number of calls for service, the availability of volunteers and amount of time volunteers can contribute to emergency calls and training.

In general, as communities grow larger and the number of emergency calls increase, larger numbers of full-time firefighters are added.

The volunteer firefighter system today is far different than it was just 10 years ago. In the past, volunteers lived and worked in the communities they served and they often served as a volunteer until they retired. Due to many changes in society and the economy in general, this traditional respond-from-home volunteer has declined.

Today the majority of our volunteers can only devote specific periods of time to on-duty coverage and many do not live in Lucas. Many of our volunteers today view their volunteer service as a stepping stone to a paid position in the future. This is typical of volunteer fire service in the rest of the country and here in the City of Lucas.

In addition to full-time paid firefighters and volunteers a new category of paid part-time firefighter is emerging. Some of our comparison fire departments already use these types of firefighters in addition to their full-time staff and volunteers.

We need transform our current methodologies into a system that would embrace best practices and provide effective and efficient public safety services. It is essential to bring in experts to help us assess what is the best approach for Lucas when it comes to Fire and EMS.

The acquisition of public safety consulting services would give us an opportunity to take an unbiased look at how we should be providing these services based on best practices, facilitate the development of a plan and then the City would have the framework in place to move forward with implementation. The public safety consulting services would provide the following services:

- Examine the department's organizational structure and culture
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards
- Recommend a management framework to ensure accountability, increased efficient and improved performance
- Conduct a data-driven forensic analysis to identify actual workload
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department

Doing the assessment now is in the best interest of the City and will create a structure for future success. It will take approximately 105 to 135 days to complete the assessment.

**Attachments/Supporting Documentation:**

1. Proposal from the International City County Management Association's Center for Public Safety Management Proposal for a Comprehensive Analysis of Fire/EMS

2. Article publish in PM magazine entitled No Cause for Alarm Sustainability In Fire Service Depends on Change written by Tom Wiczorek, Director, Center for Public Safety Management, LLC

**Budget/Financial Impact:**

The cost of the analysis is \$22,000 plus travel in the amount of \$5,000 for a total of \$27,000. The cost of this proposal has been reduced by \$8,000 from the initial proposal. I have spoken with Finance Director Liz Exum and we do have the funds available in the current budget due to our revenues exceeding projections.

**Recommendation:**

Authorize an agreement with the International City/County Management Association (ICMA) Center for Public Safety Management to perform a comprehensive assessment of Lucas Fire Department, appropriate \$27,000 from the general fund unrestricted reserves, and authorize the City Manager to execute the agreement.

**Motion:**

I move to approve/deny to enter into an agreement with the International City/County Management Association (ICMA) Center for Public Safety Management to perform a comprehensive assessment of Lucas Fire Department, authorize the City Manager to execute the agreement and appropriate \$27,000 from the general fund unrestricted reserves.

# CPSM

Center for Public Safety Management, LLC

July 10, 2014

Joni Clark, City Manager  
City of Lucas  
665 Country Club Road  
Lucas, TX 75002

Dear Ms. Clark:

The Center for Public Safety Management, LLC, the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of Fire / EMS services for Lucas, TX. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies. In general, our analysis involves the following major outcomes:

- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;
- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 616-813-3782 or via email at [twieczorek@cpsm.us](mailto:twieczorek@cpsm.us) or Leonard Matarese at 716.969.1360 or via email at [lmatarese@cpsm.us](mailto:lmatarese@cpsm.us)

Sincerely,



Thomas J. Wieczorek  
Director  
Center for Public Safety Management, LLC



# **Proposal for Comprehensive Analysis of Fire / EMS Services**

# **CPSM**

Center for Public Safety Management, LLC

**475 K Street, NW Suite 702**

**Washington, DC 20002**

**[www.cpsm.us](http://www.cpsm.us)**

**716-969-1360**

***Exclusive Provider of Public Safety Technical Assistance for  
International City/County Management Association***

# The Association & The Company

## **International City/County Management Association (ICMA)**

The International City/County Management Association (ICMA) is a 100 year old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all of the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, we are involved in a major library research project funded by the Bill and Linda Gates Foundation and we are providing community policing training in Panama working with the U.S. State Department. We have personnel in Afghanistan assisting with building wastewater treatment plants and have teams in Central America providing training in disaster relief working with SOUTHCOM.

The **ICMA Center for Public Safety Management (ICMA/CPSM)** is one of four Centers within the Information and Assistance Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security. In each of these Centers, ICMA has selected to partner with nationally recognized individuals or companies to provide services that ICMA has previously provided directly. Doing so will provide a higher level of services, greater flexibility and reduced costs in meeting member's needs as we will be expanding the services that ICMA can offer to local government. For example, The Center for Productivity Management (CPM) is now working exclusively with SAS, one of the world's leaders in data management and analysis. And the Center for Strategic Management (CSM) is now partnering with nationally recognized experts and academics in local government management and finance.

The ICMA Center for Public Safety Management maintains the same team of individuals performing the same level of service that it has for the past seven years. The contracting entity will be "**Center for Public Safety Management, LLC**" (CPSM). This entity will be the exclusive provider of public safety technical assistance for ICMA and will continue to provide training and research for the Association's members and will represent ICMA in its dealings with the federal government and other public safety professional associations.

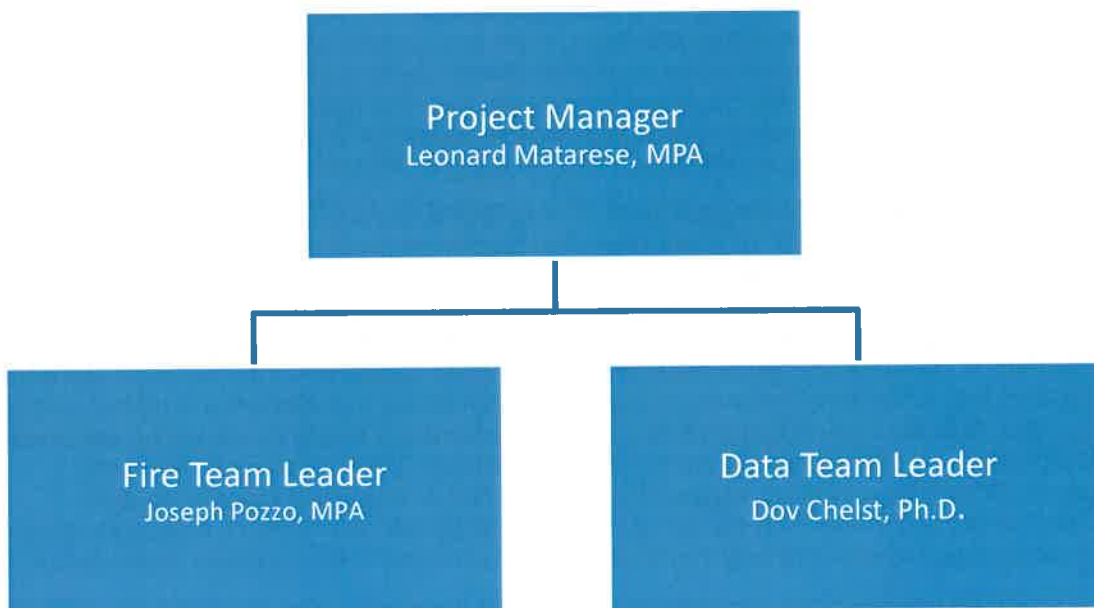
CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 175 such studies in 35 states and 135 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

Thomas Wieczorek is the Director of the Center for Public Safety Management. Leonard Matarese serves as the Director of Research & Program Development. Dr. Dov Chelst is the Director of Quantitative Analysis. Joseph Pozzo is the Senior Manager for Fire/EMS.

## Project Staffing

The proposal will look at the fire and EMS services of Lucas, Texas. For this project, the CPSM has assembled a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a Project Manager, two Team Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the community.

**The management organizational chart for the project includes the following Key Team Members:**



## Data Assessment Team

### ✓ Center for Public Safety Senior Team Members

#### **Dov Chelst, Ph.D., Director of Quantitative Analysis**

- **Background**

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

#### **Senior Manager**

#### **Gang Wang, Ph.D., Fire & EMS Services Data Analyst**

- **Background**

Gang Wang received the dual bachelor degrees in industrial design and management science, and the M.S. in information system from Chongqing University in China and the Ph.D. degree in industrial engineering from Wayne State University. He has five years experience in enterprise information system and eight years experience in data analysis and applied mathematical modeling. He has rich experience in areas of automotive, travel and public safety with particular emphasis in fire / EMS analysis. He has published a book chapter and several journal articles.

#### **Senior Public Safety Subject Matter Expert**

#### **David Martin, Ph.D., Senior Researcher in the Center for Urban Studies, Wayne State University**

- **Background**

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

## Project Manager

✓ **Director of Research and Project Development, Center for Public Safety Management,  
Leonard Matarese, MPA, ICMA-CM, IPMA-CP**

- **Background**

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association- Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police.

## Operations Assessment Team – Fire Unit

### **Director, Center for Public Safety Management, LLC**

**Thomas Wieczorek, Retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence**

- **Background**

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.). He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 career committee.

He most recently worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the NFPA 1710 and 1730 Standards Committees and is a board member on the International Accreditation Service, a wholly owned subsidiary of the International Code Council.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

### ✓ **Senior Manager of Fire and EMS**

**Chief Joseph Pozzo, MPA, CFO, Retired. Former Deputy Director, Volusia County Department of Public Protection; former Director and Fire Chief, Volusia County, Florida, former Fire Chief, Loudon County, Virginia, former Fire Chief Portsmouth, Virginia.**

- **Background**

Chief Pozzo serves as the Senior Manager for Fire and EMS for the Center for Public Safety Management, LLC. Chief Pozzo enjoyed a thirty-four (34) year career in public service before joining the CPSM team. Chief Pozzo took a leave of absence in 2014 from the Center for Public Safety Management to assist the City of Port Orange, FL transition the fire department from the city's public safety administrative model. While in Port Orange, Chief Pozzo was responsible for the reformation of the fire department to include the operations and management of this career department that delivers fire, EMS first response, and emergency management services to over 56,000 citizens living within 27 square miles.

Chief Pozzo has served as the Deputy Director of the Department of Public Protection Volusia County, Florida, where he was responsible for the day-to-day operations of Fire, EMS, Emergency Management, Medical Examiner, Beach Safety, Corrections, and Animal Services. He was formerly Chief of the Volusia County Fire Services. This agency is a combination department providing fire suppression and EMS services

with career firefighters and volunteer members. This agency operated out of 23 stations and the Daytona Beach International Airport.

Prior to Chief Pozzo's appointment in 2010 in Volusia County, he served as the Chief of the Loudoun County Department of Fire and Rescue. This agency is a combination fire and rescue system providing fire, rescue, and emergency management services to one of the fastest growing counties in the nation. The fire and rescue system during Chief Pozzo's tenure provided these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Fire, Rescue and Emergency Management services were executed through 450+ career staff and over 1300 volunteer members operating out of nineteen stations.

Prior to his appointment with Loudoun County, Chief Pozzo served as Chief of the Portsmouth Fire, Rescue and Emergency Services Department. This agency is one of the oldest professional departments on the eastern seaboard and served over 95,000 residents during Chief Pozzo's tenure. Chief Pozzo also served in the City of Virginia Beach, Va. Fire Department for 19 years reaching the level of Battalion Chief prior to embarking on his career as a Fire Chief/Director.

He holds a Master of Public Administration degree from Troy University where he graduated with honors, a B.A. in Public Administration from Saint Leo University and several associate degrees including an AAS in Fire Science and Protective Services and numerous technical certifications. He holds the *Chief Fire Officer Designation* from the Center for Public Safety Excellence and has served as an Adjunct Instructor for the Virginia Department of Fire Programs.

## Senior Associate

### Gerard J. Hoetmer, MPA, retired Executive Director of Public Entity Risk Institute, Fairfax, Virginia

- **Background**

Gerry Hoetmer is an expert in fire services, emergency management, and risk management. He served as the founding executive director of the Public Entity Risk Institute, a nonprofit organization that provided training, technical assistance, and research on risk management issues for local government and other public and quasi-public organizations. During his tenure as executive director he was a member of the National Academy of Sciences Disaster Roundtable. Prior to his position as executive director at PERI, Mr. Hoetmer worked at ICMA for 19 years, most recently as the director of research and development. He has written extensively on local government emergency management, the fire service, code enforcement, and risk management issues.

Seminal works include the first report to Congress on fire master planning and the first edition of *Emergency Management: Principles and Practices for Local Government*. In addition to providing expert testimony before Congress and local arbitration boards on fire staffing and scheduling issues, Mr. Hoetmer represented ICMA on the NFPA 1500 Standard on Occupational Safety and Health; NFPA 1201, the Standard for Providing Emergency services to the Public; and the NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Mr. Hoetmer has developed and conducted training programs and seminars at FEMA's Emergency Management Institute and the National Fire Academy in Emmitsburg, Maryland.

He holds a Bachelors from the State University of New York, New Paltz and the Master of Public Administration degree from the University of Colorado at Denver

## Senior Associate

### **Chief John (Jack) Brown (Ret.), BA, MS, EFO, Director, Arlington County Office of Emergency Management, Retired Assistant Chief Fairfax County Fire & Rescue Department**

- **Background**

Jack Brown's 40 year public safety career includes 29 years with the Fairfax County, Virginia Fire & Rescue Department, where he retired as Assistant Fire Chief of Operations. He served in a number of operational and staff positions, including the Office of the Fire Marshal where he attained NFPA certification as a Fire Inspector II and Fire Investigator. As an investigator, he conducted post fire and post blast investigations, assisting in the prosecution of offences involving arson and illegal explosives. He served as a Planning Section Chief and Task Force Leader for the Fairfax County Urban Search and Rescue Task Force (VA TF-1). He deployed to Nairobi, Kenya as Plans Chief in response to the 1998 embassy bombing and as Task Force Leader on a deployment to Taiwan in response to an earthquake in 1999.

Upon his retirement from Fairfax County in 2000, he became the Assistant Chief for the Loudoun County Department of Fire, Rescue and Emergency Management, where he led a team of firefighters to the Pentagon on 9/11 and assisted the Arlington County Fire Department as the initial Planning Section Chief for the incident. Jack served as Planning Section Chief on a Northern Virginia multi-jurisdictional emergency management task force that reestablished the New Orleans Emergency Operations Center just after Hurricane Katrina. He retired from Loudoun County in 2006 to pursue a career in emergency management.

Brown retired from the Coast Guard Reserve as a Chief Warrant Officer 4, specializing in port safety and security, with 33 years of combined Army and Coast Guard Reserve service. After 9/11, he served on active duty for 47 months, including 15 months in the Middle East. He received the Bronze Star Medal for actions in Baghdad, Iraq while supporting combat operations during Operation Iraqi Freedom.

Brown holds a bachelor's degree in Fire Science Administration from the University of Maryland and a master's degree in Quality Systems Management from the National Graduate School, Falmouth, Massachusetts. He is a 1997 graduate of the National Fire Academy's Executive Fire Officer Program at the National Emergency Training Center, Emmitsburg, Maryland. He has been an adjunct professor at the Northern Virginia Community College and the University of the District of Columbia in the Fire Science curriculums. He is a graduate of the Executive Leadership Program in the Center for Homeland Defense and Security at the Naval Postgraduate School, Monterey, California.

## Associate

### **Chief Mike Iacona, MPA, Fire Chief/Director Flagstaff Fire Department, Flagstaff Arizona; former Director and Fire Chief , Orange County, Florida Fire Rescue Department.**

- **Background**

Chief Iacona has 38 years of fire service experience, with the last 17 years as Fire Chief. He currently serves as fire chief for the City of Flagstaff, Arizona and has held this position since 2002. Prior to this, he was the Director of Orange County Fire Rescue, Florida, which included oversight of the County's emergency management



functions. In addition to duties associated with fire chief, he has served in various capacities, rising through the ranks from fire fighter/paramedic to chief fire officer. Mike has led a fire training division, was the Chief of Operations, served as Emergency Manager in EOC Operations, was Chief Negotiator in multiple IAFF Contract deliberations. He has supervised the development of several fire master plans, was a volunteer fire fighter coordinator, led multiple fire code adoption processes, was in charge of personnel and payroll functions and implemented fire impact fees. He also has wildland fire experience, supervising a fuel management program, the adoption of a Wildland Interface Code, and the adoption of a Community Wildfire Protection Plan (CWPP).

Chief Iacona holds a Master's Degree in Public Administration and did his undergraduate work in Urban Planning at Florida Atlantic University, in Boca Raton, FL. He is a graduate of the National Fire Academy's Executive Fire Officer Program and attended The Program for Senior Executives in State and Local Government at the Harvard Kennedy School.

# Project Schedule

## **Milestone 1 – Full execution of the agreement**

Agreement will identify Project Launch date.

## **Milestone 2 – Project Launch**

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

## **Milestone 3a – Information Gathering - 30 Days**

Immediately following project launch, the operations leads will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

## **Milestone 4 – Conduct On-Site Visit – 30 days**

Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

## **Milestone 5 – Draft Operations Report – 30 days**

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again the department will have 10 days to review and comment.

## **Milestone 6 – Final Report 15 days**

Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

**TOTAL ELAPSED TIME: 105 - 135 days**

# The CPSM Approach: Fire/EMS

## Operations Review

Using information analyzed by the data team, an operational assessment by CPSM technical experts will be conducted to evaluate the deployment of emergency resources.

The CPSM team will evaluate equipment, maintenance, records, policies, procedures, mapping, implemented technology and innovations, facilities, training, and staff to create recommendations for future service delivery.

The team may meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around key performance and analysis areas in the completion of the report and include:

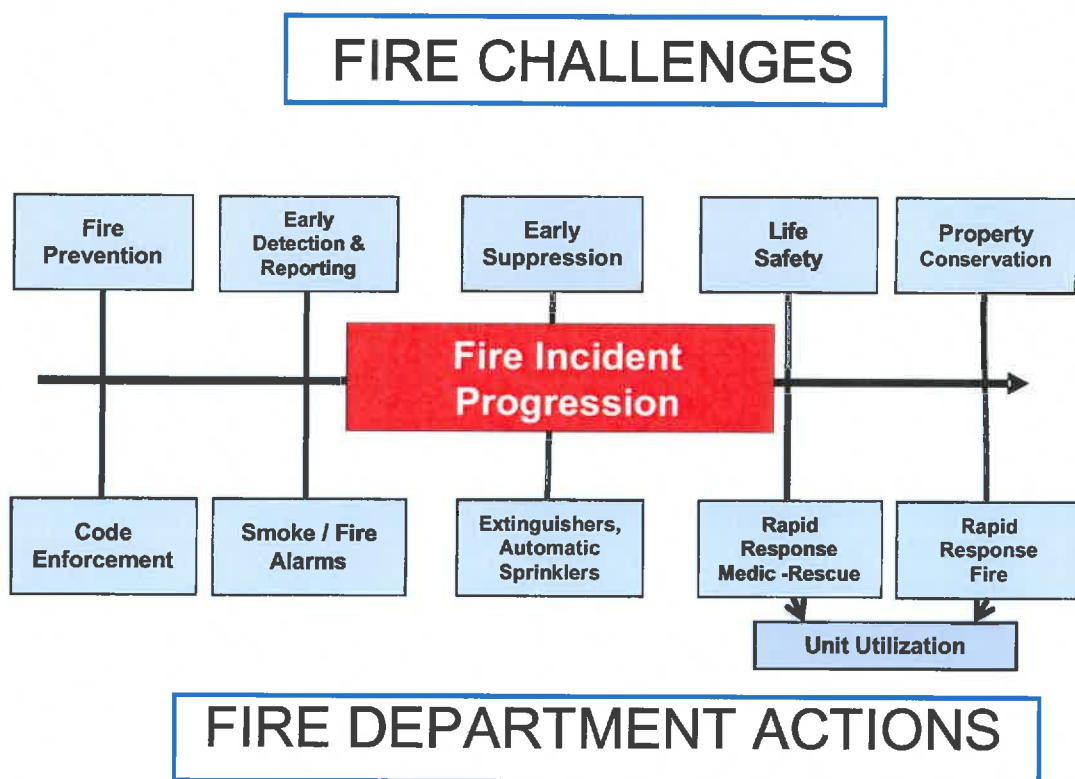
- Comprehensive Data Analysis
  - Incident Type Workload
  - Response Time
  - Unit Workload
  - Analysis of Busiest Hour
- Governance and Administration
  - Organizational Structure
  - Organizational Leadership
  - Staffing and Deployment
  - External Relationships
- Organizational Behavior/Management/Processes
  - Time Allocation of Staff
  - Organizational Communication
  - Strategic Planning
  - Performance Measurement
- Financial Resources (Operating and Capital Resources)
- Programs (To include fire suppression, EMS, fire prevention, public education, fire investigation, technical rescue, hazardous materials, emergency management, , and other service delivery programs)
- Risk Management/All hazards approach to community protection
- ISO/Accreditation Benefit Analysis

Using GIS technology we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units and call density.

The CPSM data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by CPSM to deliver the right resources at the right time.

### Fire Suppression Services

Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. In addition, many departments use the long intervals between calls for service for a variety of fire prevention, training and station activities. Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building effective code enforcement and fire prevention activities as well as strong public education programs promoting smoke detectors fire extinguisher use and placement in homes and businesses. The effort may also include early fire suppression through the use of automatic sprinkler systems and other fire protection systems. All of these prevention and response challenges are illustrated below.



The resulting data study CPSM completes will gather and analyze data on the efficiency and effectiveness of the current deployment on the fire runs. Resource utilization will be quantified for concentration, location, and unit utilization.

The study will also analyze fire call data to provide a comprehensive review of how fire services are delivered to the community.

The study will pay special attention to fires reported in residences or buildings. Some examples of questions to be answered as a part of the study include: What was the average response time of the first arriving fire suppression unit capable of deploying extinguishing agent? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's non-emergency productive hours that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the community's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

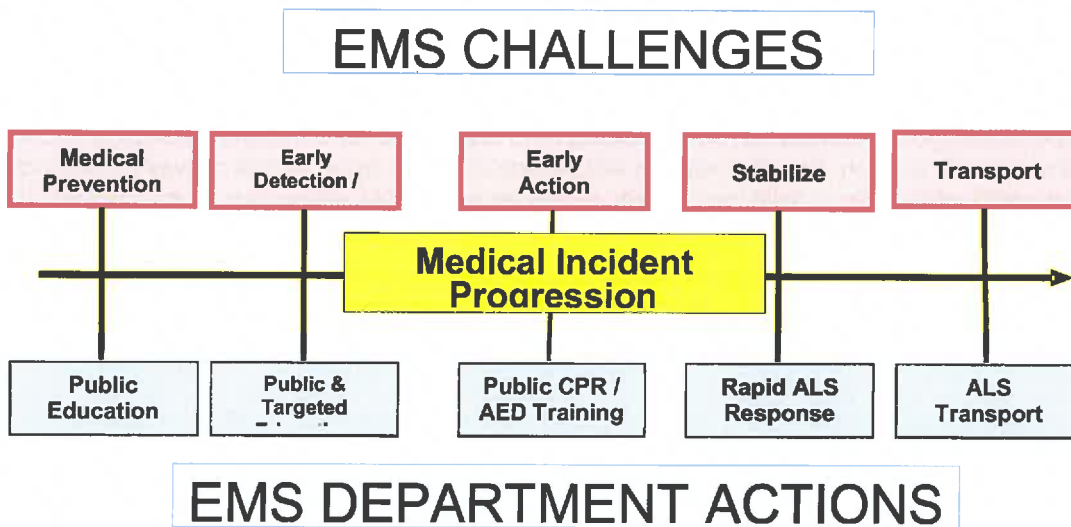
- Average response time of first arriving fire suppression unit capable of deploying extinguishing agent.
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

# EMS

## Emergency Medical Services

Fire Departments provide emergency medical services in addition to fire suppression duties. In this project we will analyze EMS call data to provide a comprehensive review of emergency medical services including a detailed analysis of workloads and response times. The analysis of the workloads will begin with an in-depth study of the types of calls handled and their severity. The goal is to explicate the fundamental nature of the emergency medical challenge faced by the community's Fire Department. We will pay special attention to the most critical emergencies such as heart attack and serious vehicular accidents.



For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. These data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period for each ambulance company and the unit hour utilization (UHU). We will also determine how much EMS calls contribute to the workload of fire engine companies since they also respond to most calls. We will document any dramatic variations by time of day and day of week as well as seasonal variations.

Response time is an important statistic in emergency service systems. We will also identify and review calls that experienced unusually long response times.

## Proposed Fees

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

- ✓ CPSM will conduct the analysis of the fire and EMS departments for \$22,000 exclusive of travel. The project would be billed in three installments: 40% within 14 days of signing the contract; 40% with delivery of the fire and EMS draft data analysis; 20% with delivery of the final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.
- ✓ A travel budget of \$5,000 is proposed.

### **Deliverables**

Draft reports for fire/EMS will be provided for department review in electronic format.

In order to be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the City desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,000 per day/per person along with reimbursement of travel expenses.

## Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, *Center for Public Safety Management* acts as a trusted advisor, assisting local governments in an objective manner. In particular, CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

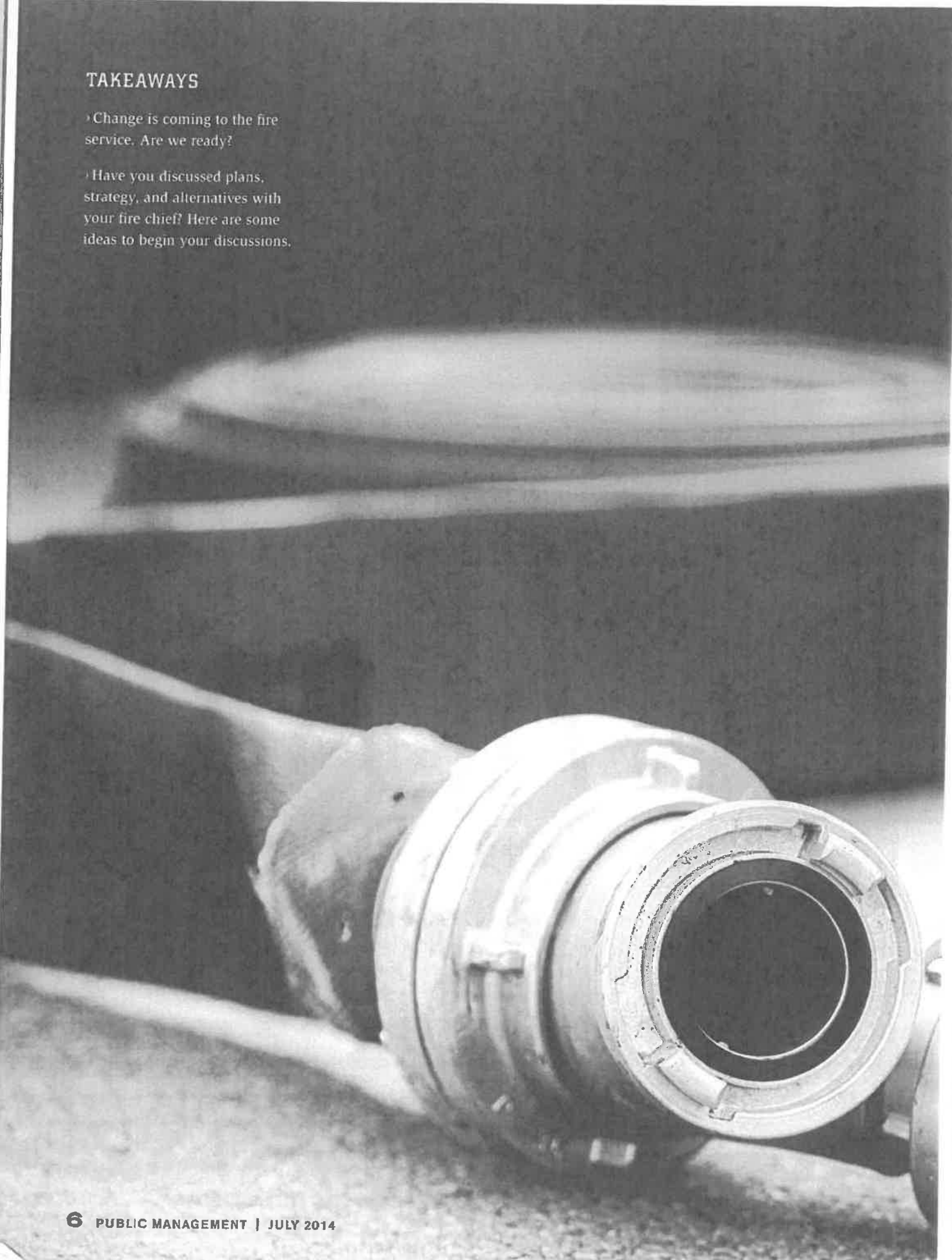


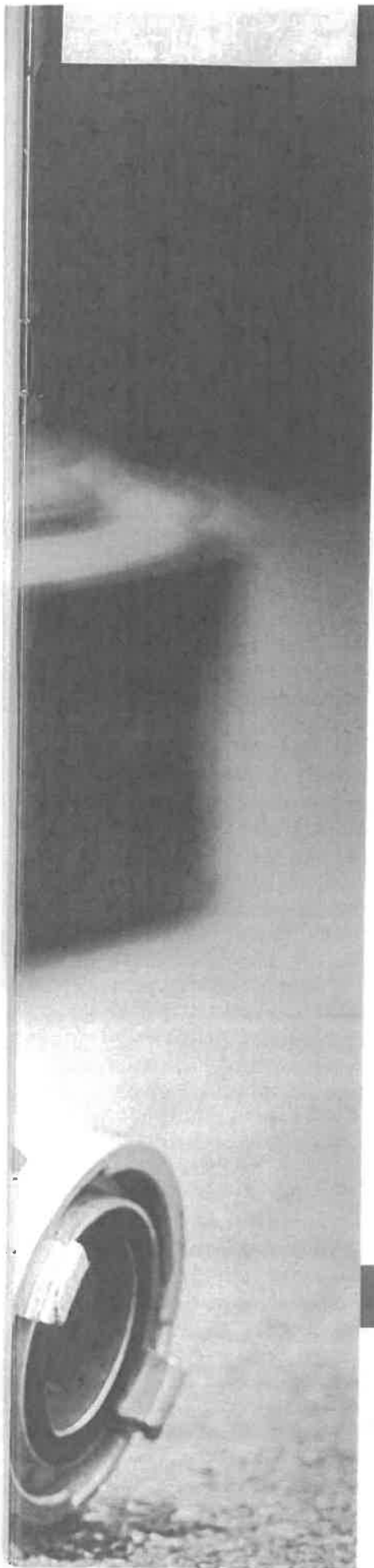


## TAKEAWAYS

› Change is coming to the fire service. Are we ready?

› Have you discussed plans, strategy, and alternatives with your fire chief? Here are some ideas to begin your discussions.





By Tom Wiczorek

# NO CAUSE FOR ALARM

Sustainability in Fire Service  
Depends on Change

FIRE SERVICE EVOLUTION CONTINUES

**O**ne only has to visit the not-too-distant past to learn how change has always gone hand-in-hand with fire services. In the United Kingdom, in the lead-up to World War II, the question being asked was how to deploy emergency resources so they would sustain an anticipated attack by Germany. Was fire service deployment sustainable? That same question remains in play today.

Back then, in the United Kingdom, the question of how to deploy emergency resources would lead to the creation of a concept known as standards of response coverage (SOC). Using a series of inputs, SOC was designed to guide emergency response: How long it would take to process and respond to a call, how long it would take to arrive on the scene, and how many responders would be dispatched and from what stations located in which areas.

#### **Across the Sea**

At the same time, in the United States during the 1930s, paid fire departments were becoming more commonplace, driven by insurance companies that would not insure losses in areas they determined had insufficient professional firefighters. Stations were often located not by risk or hazard but by how far a horse could run at full gallop while pulling the steamer pumps. Amazingly, how far a horse could run and where stations were located

happened to mesh with a variety of times still found in many standards.

Work on standards of response coverage continued in the United Kingdom with subsequent research published in the 1950s and for the final time in 1985. It was about the same time, in 1985, that a group of local government managers from ICMA and progressive fire chiefs from the International Association of Fire Chiefs (IAFC) started meeting to develop performance management metrics in the fire service, which ultimately led to the creation of the Commission on Fire Accreditation International, Inc.

Today, that organization falls under the umbrella of the Center for Public Safety Excellence, Inc., a nonprofit organization located in Chantilly, Virginia, that also credentials a variety of fire professionals. While the SOC process has begun to be more common in the United States, the United Kingdom continued research that led to a white paper (<http://www.fitting-in.com/reports/>

[whitepaperandact/whitepaper.pdf](#)) and abandonment of the process just after the new millennium.

The United Kingdom found that the traditional SOC process focused on inputs (time, equipment, staff) rather than outcomes, which was a major change when deploying resources. In the SOC model, a community conducts a risk-hazard assessment upon which it determines what resources would be needed should a fire occur in a location.

Using the integrated risk management planning (IRMP) approach, the community focuses on how to minimize or eliminate risks and hazards before deciding on resource deployment. It marked a change from reacting to an alarm to preventing the alarm in the first place. Tradition, however, has guided the fire service for centuries, and change does not come easy and is often challenged.

#### **Innovation in Resource Deployment**

The United Kingdom made a profound change and moved towards IRMP to deploy resources. Perhaps the greatest change was focusing significant resources not only on the response but in the area of fire prevention. Consider how Merseyside Fire District Chief Tony McGuirk employed a number of techniques to change the way fire services were delivered.

One of the first strategies was to look at the nature of fires being handled by the fire district. IRMPs rely on a comprehensive analysis of the nature of fire within the area served by the department: what types of fires, when do fires occur, what caused the fires, and with what frequency did events occur. If you talk with fire chiefs in the United States, you'll usually find that most fire departments regularly inspect commercial and industrial occupancies or know that they should.

But according to the National Fire Protection Association (NFPA), most fire injuries and deaths occur in single-family residential buildings. Do communities in-

spect or offer to inspect those structures today, with a goal of eliminating fire?

The answer is usually going to be “no.” In Merseyside, however, the fire district headed out with a task of inspecting 500,000 structures, which was thought to be impossible. The impossible, however, was soon found to be possible, and the result was a drastic decrease in both the number of fires as well as the numbers of injuries and deaths attributable to fire.

### Turning to Prevention

Instead of looking at the job being one to “fight fire,” it became one to prevent fire, according to Chief McGuirk, and a fire was looked upon as a failure in prevention. Detailed metrics were created to determine the effectiveness of firefighting, and these are regularly published by the fire brigades throughout the United Kingdom. You can find Merseyside’s reports at <http://www.merseyfire.gov.uk/asp/pages/Default2.aspx>.

Other IRMP changes in the United Kingdom involved co-locating community centers with fire stations, a strategy that has substantially reduced delinquency problems with youth by enlisting the outstanding characteristics of firefighters to motivate youth. The fire station includes a gymnasium, sports fields, weight equipment, and a variety of other attributes that can be used for a fee or annual token membership by youth in the district.

The results of the work in the United Kingdom are beginning to make their way into other parts of the world. Chief McGuirk presented his district’s results to fire officials in Nanaimo, British Columbia, Canada, in 2013, which has embraced the IRMP process (<http://doverca.com/2013-04-08%20Final%20Attachment-Synopsis%20%20Integrated%20Risk%20Management%20Model.pdf>).

It is a paradigm shift,” said Chief R. Craig Richardson, MA. “Communities looking at IRMP need to take into

consideration that the traditional model of response will be replaced with one that requires a new way of thinking. It requires educating people on what the goals are and how to achieve them.”

In the United States, with the help of a 2007 Assistance to Firefighters Act grant, the U.S. Branch of the Institution of Fire Engineers created Vision 20/20 (<http://strategicfire.org/08report.pdf>). The United Kingdom experiences were used as the basis for creating a community risk assessment process that would look at hazards and risks leading to the implementation of community risk reduction programs.

From the initial meeting, a report was created titled *National Strategies for Fire Loss*, which began with a sobering fact: “Despite significant progress in the last 30 years, the United States still has one of the worst fire loss records of the industrialized world. Fire loss includes the social, environmental and economic impacts, not just fire deaths and injuries.

“For example, in 2006 the U.S. had 1.6 million fires attended by fire departments, and no one disputes the actual number is higher due to unreported fires. The number of deaths is in the thousands, the number of injuries in the tens of thousands, and the economic losses in the billions.”

I had the opportunity to visit Merseyside in Liverpool, England, at the beginning of its conversion process in 2006 and once again in December 2013. While the results of changing deployment and process can be established in the performance management metrics, it has not come without some concern by labor, which has seen its member numbers reduced as calls for service continue to decrease.

When I arrived in 2013, firefighters throughout the United Kingdom were on strike. Prior to his retirement, Chief McGuirk faced numerous “no confidence” votes by his union.

### EMS Incorporation

One of the changes that has occurred in the United States has been the incorporation of emergency medical services (EMS) into the fire service. EMS had traditionally been provided to communities by funeral homes or through police agencies using one-person paramedic response vehicles.

The concept of fire-based, station-deployed response was adopted by the U.S. fire service, and today, many fire departments find they respond to far more EMS calls for service than fire—usually in the range of 80/20, with fire continuing to decrease. Yet the focus of

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During 2014, the fire service is budgeted to get slightly more than \$600 million for research and assistance to firefighters act grants. If the fire service is going to be the responder for homeland security and emergency response at a national level and be sustainable, shouldn't the associated expenses be reflected in the appropriations?

A great deal of research has or is taking place indicating that the fire service needs to change—in everything, including from how it initially attacks fires and conducts search and rescue to how it can fight fire.

equipment, training, and staffing is on fire response.

A trend that is not confined to the U.S. but has also become a concern in the United Kingdom is the struggle to find and, more importantly, maintain paramedic personnel. Many departments now require all personnel to be paramedics even though a majority of calls may be handled by basic life support (BLS) personnel. The result is an expensive service and diluted opportunity for paramedics to gain and maintain competency.

### Matching Need with Response

A September 2010 study by the National Institute of Science and Technology (NIST) found that one paramedic and one emergency medical technician (EMT) with additional advanced life support (ALS) on an engine resulted in a better performance than two paramedics (see [https://www.iaff.org/tech/PDF/EMS%20Nist%20Report\\_LORES.pdf](https://www.iaff.org/tech/PDF/EMS%20Nist%20Report_LORES.pdf)).

This finding was supported in a report for the Emergency Medical Services Authority serving Oklahoma City and Tulsa, Oklahoma, and titled *Emergency Medical Services Evidence Based System Design White Paper for EMSA* issued in July 2011 (see <http://www.naemsp.org/MDC%20References%20for%20Website/OUDEM%20EMS%20System%20Design%20White%20Paper%20FINAL%20for%20July%202011%20Release.pdf>).

In the EMSA paper, Marc Eckstein, M.D., asked, "So what is the ideal system?" The answer: It is likely a mix of advanced life support and basic life support providers, using a tiered dispatch system.

The report continues: "There needs to be an ample number of BLS ambulances so that when paramedics are on scene with a BLS patient, there is a BLS ambulance available to be dispatched within a reasonable time frame to respond and provide transport. Fire companies, which are typically positioned strategically throughout communities, serve as ideal first responders.

"Staffing every ambulance with paramedics in an EMS system where it is known that the majority of patients only require BLS transport is about as efficient as staffing an urgent care center with cardiothoracic surgeons. We must match the need with the response. While there can never be a universal perfect model, an honest appraisal of one's current EMS system, and a willingness to change, is the first step.

"Simply measuring the success of an EMS system by measuring response times will only serve to create an expensive, inefficient system that is not focused on the patients who entrust it to their service."

### Charting a Path for Improvement

On October 3, 2013, the NHTSA issued a new report, *Strategy for a National EMS Culture of Safety*, which pointed out two areas for EMS improvement:

**Lack of a systems approach.** EMS organizations typically follow an event-based approach to safety concerns—yet it is a systems-oriented approach that has made an impact on safety in other fields. This concern encompasses both general lack of uniform EMS systems, even at

the state level, and a lack of consistency in the concept of safety itself.

**Focus on response times.** One of the few metrics that is routinely measured in EMS organizations is response times, despite scant evidence that response time makes a clinical difference. EMS provider organizations are often contractually held to a specific response-time performance standard, sometimes with fines levied for noncompliance.

This both reinforces the perceived need to rush and creates organizational incentives to do so. The resulting sense of pervasive urgency, in turn, feeds the belief in the EMS culture that taking chances is part of "trying our hardest."

### Questions to discuss locally:

Have you discussed how EMS service is provided with the fire chief of your community? With first responders? Do the fire departments respond the same way to basic life-support calls as advanced life support? Do they have trained dispatch and protocols in place in dispatch that guide the notification of responders?

### Tradition and Equipment

The fire service often states that it is "100 years of service (or tradition) unhampered by progress." A great deal of research has or is taking place indicating that the fire service needs to change—in everything, including from how it initially attacks fires and conducts search and rescue to how it can fight fire.

Testing laboratories have looked into how fires are burning in modern houses, which are often much more airtight than older structures. From the research, Underwriters Laboratories (UL) (<http://www.firefighternation.com/article/strategy-and-tactics/closer-look-ul-ventilation-study>) produced a series of training videos on how fire departments should change their policies, procedures, and training to recognize that the sudden introduction of air may endanger both responders and occupants.

**Questions to discuss locally:**

Have you met with your chief and adopted the findings of the UL studies as well as trained responders in your department? Is the change enforced?

**New Approaches**

Other work from the United Kingdom has found that the use of "water mist technology" can result in a different way to fight car and small-structure fires.

Water mist technology uses micron-sized droplets delivered from special nozzles to effectively suppress fire.

While in Liverpool, I was shown how the low-pressure models were being deployed with two firefighters assigned using backpacks to extinguish car fires. In Manchester, firefighters were experimenting with high-pressure water mist technology to introduce water into burning structures without opening doors or windows and thereby extinguishing the fire prior to entry.

One of the features of the water mist technology is that it eliminates the need for multiple fire extinguishers and allows businesses—particularly those with hood systems normally found over grills and open flame cooking areas of restaurants that, when activated, deliver a smothering agent—to reopen faster and with less damage.

Other changes in the United Kingdom and France involve use of motorbikes equipped with pressurized tanks to quickly deploy and evaluate alarms as well as to fight motorcar fires. Because of narrow streets and congestion, large engines may not be able to reach the scene in a timely manner or at all, while the motorbikes allow responders to maneuver around obstructions. Using integrated risk management planning and data that is regularly reported, equipment, staffing, and tools are designed or deployed to meet the likely demands of the district; one size was not found to fit all.

The price of home sprinkler retrofit and initial installation continues to decrease in cost. Now it is less than

\$1.35 per square foot (from \$1.61 in 2008). Communities must work to educate residents and businesses about the importance of sprinklers.

A manager should consider discussing partnership opportunities with the fire chief in order to not only install smoke detectors in every home but also, ultimately, sprinklers. No responder has ever died when responding to a sprinkler-protected building, with the exception of 9/11 that involved terrorism.

**Homeland Security**

As I wrote this article and talked with chiefs from throughout the world, I found that one thing distinguishing the U.S. fire service from many others was the incorporation of fire departments as part of the homeland security responder system. Other countries do so, but to a lesser extent. In FEMA's mission documents, responders from communities are anticipated.

This challenge, financed by local governments, should be discussed with federal and state elected officials. For comparative purposes, the National Guard, which might have a similar mission, is budgeted at \$16 billion.

The funding for police services largely comes from the U.S. Department of Justice's Community-Oriented Policing Services (COPS) office. It has almost \$2 billion to spend for policing initiatives, which does not include additional dollars through the U.S. Department of Justice and other cabinet agencies.

The delivery of EMS is largely guided through the National Highway Traffic Safety Administration or U.S.

Department of Transportation. And yet, during 2013, the fire service is budgeted to get slightly more than \$600 million for research and assistance to firefighters act grants. If the fire service is going to be the responder for homeland security and emergency response at a national level and be sustainable, shouldn't the associated expenses be reflected in the appropriations?

Which brings us back to the pivotal question: Is the existing deployment of fire service sustainable? And can you answer the question: "How effective is your deployment system?" Today's department must deploy dynamically based upon metrics, data, and research, instead of simply tradition.

In light of state aid cutbacks as well as tax limitation laws and diminished tax collections, we are unlikely to see a return to community budgets like those in the 1980s and 90s for some time—if ever. In order to be efficient, effective, and safe for both responders and local governments, then managers, fire chiefs, and first responders must evaluate how to provide fire service and be willing to embrace necessary changes in deployment of services. **PM**

1 "Strategy for A National EMS Culture of Safety", page 27, 10-03-2013, <http://www.emscultureofsafety.org/wp-content/uploads/2013/10/Strategy-for-a-National-EMS-Culture-of-Safety-10-03-13.pdf>.



**THOMAS WIECZOREK**, a former local government manager, is director, ICMA Center for Public Safety Management, L.L.C., Washington, D.C. ([twiczorek@icma.org](mailto:twiczorek@icma.org)).

**READ MORE AT ICMA.ORG/PM**

Two articles that relate to this article and fire safety management will be live on *PM's* website in the PM+ section effective June 27, 2014: "Fires Don't Have Labels," written by Tony McGuirk, fire district chief, Merseyside Fire District, England, and "Fire Service at a Crossroads" written by Randy Bruegman, fire chief, Anaheim, California.



## City of Lucas Council Agenda Request August 7, 2014

**Name & Title of Requestor:** Joni Clarke, City Manager  
Cheryl Meehan, HR Manager

### **Agenda Item:**

Discussion and action regarding the method and process used to conduct market surveys and the establishment of criteria to be used to identify benchmark cities.

### **Background Information:**

The City of Lucas has not conducted an annual market salary survey to ensure that the City's employee pay rates are competitive in the market. This proposed survey to be conducted is designed to ensure that the City is recruiting the best applicants for available positions and is able to pay at a competitive rate to retain employees once hired. The scope of work for the market survey would include:

- Salary Survey
- Benefits Survey
- Compensation Plan based on Market
- Pay Scale Based on Market
- One trip to Lucas

The first step in this process is already underway which is ensuring that job descriptions are accurate and up-to-date. The anticipated completion date for revising all of the City's job descriptions is August 15<sup>th</sup>. One of the most important next steps is working on the criteria to be used to identify appropriate benchmark cities. Some of the criteria that can be used to find appropriate comparable cities may include:

- Population
- Geographical Area
- Household Income



- Home Values
- Bond Ratings
- Size of Budget
- Number of Employees
- Educational Level of Community
- Comparable Services

Staff has decided to bring this to the agenda forward so that we can get direction from the City Council on how staff should move forward with creating the criteria to formulate a list of possible benchmark cities. When establishing the criteria, it is valuable to look both the characteristics of Lucas today and also the vision we have for the future. Are there cities that could service as good examples for where we want to be in the future? We would like to identify eight cities that could serve as our benchmark cities in our survey of salary and benefits.

In a perfect world, we could survey eight other cities that are just like the City of Lucas for comparison. Unfortunately this is not a case. We are a unique community and the services provided by city staff are not comparable to most small communities in Texas. The City of Lucas has a combination fire department, outsourced law enforcement, a full-service water system, development of high-end housing and a rural setting in a metropolitan region which makes Lucas relatively unique when being compared to other small communities. When establishing criteria, it is necessary not to be too narrow in scope because sometimes you may need to recommend communities that may be much larger in size but offer comparable services. We want to ensure that we capture enough possible benchmark cities to be able to further evaluate our choices.

**Attachments/Supporting Documentation:**

N/A

**Budget/Financial Impact:**

The cost of conducting the comprehensive market study based on 22 positions and 8 benchmark cities is \$5,800.

**Recommendation:**

Once the City Council provides guidance on what criteria should be used, staff will put together a spreadsheet for the City Council to review and make some recommendations.

Further, some staff recommendations would include:

- A salary survey be conducted periodically and submitted as part of the budget preparation materials to the City Council.
- The highest and lowest salary information received should be discarded from the survey on each position individually.
- One hundred percent of the average to be considered for position pay rate adjustments.
- Survey to include only actual pay rates received by the position from other cities.
- The cities surveyed should be cities the City Council considered role models for the City of Lucas.

**Motion:**

I make a Motion to....



## City of Lucas Council Agenda Request August 7, 2014

**Name & Title of Requestor:** Joni Clarke, City Manager

### **Agenda Item:**

Discuss and consider the status of the Crown Victoria patrol vehicle that was used by the Collin County deputy on assignment with the City of Lucas and provide guidance to staff regarding its future use.

### **Background Information:**

The interlocal Cooperative Agreement for Law Enforcement Services that covers the period from October 1, 2009 through September 30, 2013 indicated that the City of Lucas paid \$27,228 for the Crown Victoria vehicle in fiscal year 09/10. On page 3 of the agreement it states:

“Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.”

The first vehicle that was purchased by the City was donated by the previous mayor to the Citizens on Patrol program. However, the City Council did not take any action to make an additional donation to the program and the agreement clearly states that the vehicle belongs to the City. Therefore, the City Manager has made a request to the Collin County Sheriff’s Office for the vehicle to be returned to the City.

Apparently, there was an email communication between the Interim City Manager and the Major at Collin County Sherriff’s Office discussing the use of this vehicle by the Citizens on Patrol Program. Staff is seeking clarification from the City Council regarding the future use of the patrol vehicle.

**Attachments/Supporting Documentation:**

1. Interlocal Cooperation Agreement for Law Enforcement Services between the City of Lucas and Collin County.

**Budget/Financial Impact:**

Should the City Council affirm that the vehicle be returned to the City for use, the City would be required to fund preventative maintenance and insurance.

**Recommendation:**

N/A

**Motion:**

I make a Motion to....

# STATE OF TEXAS

COUNTY OF COLLIN

## INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2009 (the "Effective Date"), and will continue for a period of four (4) years from the Effective Date

2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15<sup>th</sup> day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.

2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):

- a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,
- b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$27,228.00 for cost of vehicle less police equipment and accessories, \$5,000.00 for operating and maintenance, and \$77,250.00 for deputy salary in the first year, October 1, 2009 through and including September 30, 2010. Successive years' reimbursement amounts shall be negotiated and mutually agreed by both parties.

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.

2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.8 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2009 through and including September 30, 2010, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2009.



Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$5,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2009, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

#### 4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.

5.4 In the event this Agreement is terminated by either party for any reason, County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

be the right to make a proportionate reduction in the fee owed to County under this Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7. LIABILITY. This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and the indemnity provided herein is not

intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:

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

If to Collin County:

Collin County Sheriff's Office  
Major of Operations  
4300 Community Blvd.  
McKinney, Texas 75071

With copy to:

Collin County Purchasing Agent  
2300 Bloomdale Road, Ste. 3160  
McKinney, Texas 75071

AGREED TO:

COLLIN COUNTY

Judge Keith Self

Date

2300 Bloomdale Road

McKinney, TX 75069

CITY OF LUCAS

Robert Patman

Date

665 Country Club Road

Lucas, TX 75002

EXHIBIT "A"  
TO INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES

This Exhibit "A" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated 11.30.2009 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Hours of Service. Pursuant to the Agreement, County will provide law enforcement service to City during the following dates and times:

Eight (8) hours/day, Five (5) days/week

Schedule to be determined except as noted below

2. Vacation, Compensation, Personal and Sick Time. The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3. Overtime. In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

EXHIBIT "B"  
TO INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated 11.30.2009 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2009 through and including September 30, 2010 shall be at the total cost of \$109,478.00, to include \$77,250.00 for deputy salary, \$27,228.00 for vehicle cost less police equipment and accessories, and \$5,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2009. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2010 through and including September 30, 2011, shall be negotiated and mutually agreed upon in writing prior to October 1, 2010, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2010. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2011 through and including September 30, 2012, shall be negotiated and mutually agreed upon in writing prior to October 1, 2011, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2011. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2012 through and including September 30, 2013, shall be negotiated and mutually agreed upon in writing prior to October 1, 2012, to include deputy salary and vehicle operating and maintenance cost. Payment shall

be paid in four equal, quarterly installments beginning October 1, 2012. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.



**EXHIBIT "B"**  
**TO INTERLOCAL COOPERATION AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated September 16, 2010 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2009 through and including September 30, 2010 shall be at the total cost of \$109,478.00, to include \$77,250.00 for deputy salary, \$27,228.00 for vehicle cost less police equipment and accessories, and \$5,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2009. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2010 through and including September 30, 2011, shall be negotiated and mutually agreed upon in writing prior to October 1, 2010, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2010. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2011 through and including September 30, 2012, shall be negotiated and mutually agreed upon in writing prior to October 1, 2011, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2011. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2012 through and including September 30, 2013, shall be negotiated and mutually agreed upon in writing prior to October 1, 2012, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2012. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges.

**County shall provide documentation, upon request from the City, for these additional costs.**



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: August 7, 2014**

**Name & Title of Requestor: Rebecca Mark - Mayor**

**Agenda Item:**

Discuss and consider the process for upcoming Boards & Commission appointments.

**Background Information:**

**Planning & Zoning Commission: Mayor Rebecca Mark, Liaison**

Current Members/Term:

Peggy Rusterholtz	10/31/2015
David Keer	10/31/2015
Brian Blythe	10/31/2014
Andre Guillemaud	10/31/2014
Joe Williams	10/31/2014
Scott Sperling	10/31/2015(Alternate)
Vacant	(Alternate)

Four (4) individuals: 3 full voting members and 1 alternate member; to serve a two (2) year term.

**Board of Adjustments: Mayor Pro Tem Kathleen Peele, Liaison**

Current Members/Term:

Stuart Fink	10/31/2014
Randy Barnes	10/31/2014
Craig Williams	10/31/2015
Chris Bierman	10/31/2015
Janean McLaughlin	10/31/2014(Alternate)
Vacant	(Alternate)

Four (4) individuals: 3 full voting members and 1 alternate member; to serve a two (2) year term.

**Parks & Open Space Board: Councilmember Steve Duke, Liaison**

Current Members/Term:

Lacey Bradshaw	10/31/2015
Christopher Vanhorn	10/31/2015
<b>Brenda Rizos</b>	<b>10/31/2014</b>
Lisa O’Leary	10/31/2015
David Rhoads	10/31/2015
Jerry Straka	10/31/2015(Alternate)
Kenneth Patterson	10/31/2015(Alternate)

One (1) individual: 1 full voting member

In 2013, there were members of the Parks & Open Space Board who terms were ending and several members moved out of Lucas. When new members and members to fill the vacancies were appointed for a two year term this caused the terms to become off-balanced.

**Attachments/Supporting Documentation:**

1. Planning & Zoning Commission, Code of Ordinance
2. Parks & Open Space Board, Code of Ordinance
3. Board of Adjustments, Code of Ordinance

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A

**Motion:**

I make a Motion to...

## ARTICLE 14.02 ADMINISTRATION

### Division 1. Generally

#### Sec. 14.02.001 Enforcement and penalties

Any person, firm, corporation, or political subdivision who violates any of the provisions of these regulations shall be guilty of a misdemeanor and, upon conviction in the municipal court, shall be subject to a fine of not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense and such violation is hereby declared to be a common nuisance which may be abated by the city in any manner authorized by law, including injunction and an action for damages. (1995 Code, sec. 9-6)

#### Secs. 14.02.002–14.02.030 Reserved

### Division 2. Board of Adjustment\*

#### Sec. 14.02.031 Definition

The word “board” when used in this chapter shall be construed to mean the board of adjustment. (1995 Code, sec. 9-190)

#### Sec. 14.02.032 Organization and procedure

(a) Membership. The board shall consist of five (5) citizens as full-time members of the board and four (4) citizens as alternate members of the board who shall serve in the absence of one or more regular members when requested to do so by the mayor. Each board member and alternate board member are to be appointed or reappointed by the mayor and confirmed by the city council for staggered terms of two (2) years, respectively. Each member of the board shall be removable for just cause by the city council upon written charges and after public hearing. Vacancies shall be filled by an alternate board member selected by the city council. The selected alternate board member’s term then becomes vacant. The board shall elect its own chairman, who shall serve for a period of one (1) year or until his successor is elected. The board shall elect a vice-chairman who shall preside over meetings of the board in the absence of the chairman. (Ordinance 2005-09-00535, sec. 1, adopted 9/6/05)

(b) Meetings. Meetings of the board shall be held at the call of the chairman or, in his absence, the vice-chairman, and at such times as the board may determine.

(c) Hearings. The hearings of the board of adjustment shall be open to the public. however. [sic] The chairman, or, when appropriate, the vice-chairman, may administer oaths and compel the attendance of witnesses.

(d) Rules and regulations. The board shall keep minutes of its proceedings, showing the vote of each member and upon the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.

### **Sec. 14.02.033 Appeals**

(a) Procedure. A decision made by an administrative official of the city may be appealed to the board of adjustment by a person aggrieved by the decision or by any officer, department, board or bureau of the city affected by the decision. Such appeal shall be made by filing a notice of appeal with the office of the board and with official from whom the appeal is taken specifying the grounds thereof. The office, official or department from which the appeal is taken shall forthwith transmit to the board of adjustment all of the papers constituting the records upon which the action appealed from was taken. The appeal must be filed within twenty (20) days after the date of the decision of the administrative official from which the appeal is taken.

(b) Stay of proceedings. An appeal shall stay all proceedings in furtherance of the action appealed from unless the official from whom the appeal is taken certifies in writing to the board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In such case, the proceedings may be [stayed] only by a restraining order granted by the board or by a court of record on application, after notice to the official, if due cause is shown.

(c) Notice of hearing on appeal. The board shall set a reasonable time for the hearing on the appeal or other matter referred to it, and shall mail notices of such hearing to the petitioner and to the owners of property lying within two hundred feet (200') or less of street frontage of any point of the lot or portion thereof on which a variation is desired. The city shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall hear and decide the appeal within a reasonable time. Notice of such hearings may be sent by the board in writing, properly addressed to the last known addresses of the proper parties, and such notices shall be deemed complete when deposited in the mail.

### **Sec. 14.02.034 Powers and duties of board**

(a) Subpoena witnesses, etc. The board of adjustment shall have the power to subpoena witnesses, administer oaths, and punish for contempt, and may require the production of documents, under such regulations as it may establish. The board may:

- (1) Hear and decide an appeal that alleges error in an order, requirement, decision or determination made by an administrative official in the enforcement of this chapter;
- (2) Hear and decide special exceptions to the requirements when necessary or appropriate to:

(A) Permit the erection and use of a building or the use of premises for railroads if such uses are in general conformance with any master plan and present no conflict or nuisance to adjacent properties.

(B) Permit a public utility or public service structure or building in any district with a ground area or of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety, or general welfare.

(C) Grant a permit for the extension of a height or area regulation into an adjoining district which divides a lot into a single ownership on the effective date of this chapter.

(D) Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than fifty percent (50%) of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use and the primary purpose of continuing the nonconforming use is not to continue a monopoly.

(E) Waive or reduce the parking and loading requirements in any of the districts. whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.

(F) Determine, in cases of uncertainty, the classification of any use not specifically named in this chapter.

(3) Authorize in specific cases a variance from the terms of this chapter if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of this chapter is observed and substantial justice is done.

(b) Procedure. In exercising its authority under this section, the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the board has the same authority as the administrative official.

(c) Voting. The concurring vote of four (4) of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official, or grant a variance authorized herein.



(d) Changes. The board shall have no authority or jurisdiction to change or modify the provisions and requirements of this chapter, and its jurisdiction is limited to hardship and borderline cases which may arise from time to time and the authority specifically granted in this division.

(Ordinance 2002-04-00461, sec. 1, adopted 4/1/02)

**Secs. 14.02.035–14.02.059    Reserved**

## **ARTICLE 1.09 PARKS AND RECREATION\***

### **Division 1. Generally**

**Secs. 1.09.001–1.09.030 Reserved**

### **Division 2. Park and Open Space Board<sup>‡</sup>**

**Sec. 1.09.031 Established; composition; qualifications of members**

The city council shall provide for the appointment of a park and open space board consisting of five (5) regular members and two (2) alternate members. Board members shall reside in the city for at least 6 months preceding appointment day. (Ordinance 2005-03-00522, sec. 1, adopted 3/21/05)

**Sec. 1.09.032 Reserved**

Editor's note—Former section 1.09.032 pertaining to the terms of members and deriving from Ordinance 2005-03-00522, sec. 1, adopted March 21, 2005 and Ordinance 2007-08-00599, sec. 3, adopted August 2, 2007, was repealed and deleted in its entirety by Ordinance 2011-06-00682, sec. 2, adopted by the city on June 2, 2011.

**Sec. 1.09.033 Removal of members; filling of vacancies**

The members of the park and open space board shall be subject to removal from office by the city council for any cause deemed sufficient by a majority vote of city council members at a regularly scheduled council meeting. Any vacancy in the board shall be filled by the city council for the unexpired term of the member whose place has become vacant.

**Sec. 1.09.034 Meetings; liaison with planning and zoning commission**

(a) The park and open space board shall hold at least one (1) quarterly meeting. Such meeting shall be held on a day of the month approved by the board. Special meetings may be called by the chairman, by the city administrator, or if requested by at least four (4) board members. Such meetings shall comply with the Texas Open Meetings Act.

(b) A liaison shall be appointed by the board to attend regularly scheduled meetings of the planning and zoning commission.

**State law reference**—Open meetings, [V.T.C.A., Government Code, ch. 551](#).

**Sec. 1.09.035 Officers**

(a) Election. A chairman and vice-chairman shall be selected each year at the regular meeting in January.

(b) Duties.

(1) Chairman. It shall be the duty of the chairman to preside at all meetings of the board and to call special meetings.

(2) Vice-chairman. It shall be the duty of the vice-chairman to perform the duties of the chairman during any absence.

**Sec. 1.09.036 Duties**

(a) The board shall serve in an advisory capacity to the city council in all matters relating to the parks and open space of the city.

(b) The board shall acquaint itself with and make a continuous study and inspection of the complete parks and open space programs and shall advise the city council from time to time as to the present and future planning, acquisition, development, enlargement and use policy of the parks system and open space.

(c) The board shall develop and maintain a master planning guide of park facilities and open space. Such master plan shall be considered, revised and maintained with technical assistance and recommendations of the city administrator. The master plan shall be reviewed at least annually and should include a five-year capital improvement program.

(d) The board shall review, study and make recommendations to the city administrator for priorities of projects or activities to be included in future parks and open space programs.

(e) The board shall study fees and policies on an annual basis, making recommendations to the director for report to the city council.

(f) The board shall study budget proposals on an annual basis and recommend inclusion or exclusion of budget items to the city administrator.

(g) The board may establish additional policies and guidelines upon approval by the city council.

(h) The board shall study and make recommendations to the city council on any other matters as requested by the city council.

(i) The board shall make recommendations with regard to park land dedications.

(Ordinance 2005-03-00522, sec. 1, adopted 3/21/05)

**Secs. 1.09.037–1.09.060 Reserved**

## ARTICLE 1.05 BOARDS, COMMISSIONS AND COMMITTEES<sup>‡</sup>

### Division 1. Generally

#### Sec. 1.05.001 Qualifications of members

A person is eligible for appointment to a board or commission of the city if the person:

- (1) Has been a citizen of the city for six (6) continuous months prior to the date of appointment;
- (2) Has obtained the age of eighteen (18) years prior to the date of appointment;
- (3) Has never been convicted of and is not currently charged with a felony or a crime involving moral turpitude;
- (4) Is not delinquent on any ad valorem tax due the city.

(1995 Code, sec. 2-70)

#### Sec. 1.05.002 Disqualification; residency requirement

After appointment to a board or commission, a person may become disqualified if any of the qualifications listed in [section 1.05.001](#) are found to be untrue at the time of appointment. In addition, if any board or commission member subsequently moves his or her primary residence from the city, then a vacancy shall exist on the subject board or commission and a new member shall be appointed in the manner provided herein.

(1995 Code, sec. 2-71)

#### Sec. 1.05.003 Appointment of members

(a) All members of any board, commission or corporation of the city shall be appointed by a majority of the city council. The members of any board, commission or corporation shall be appointed for staggered terms of two (2) years. The initial appointment of the members of boards, commissions or corporations by the council shall be in November of 2011. At the time of initial appointment, the council shall designate which members shall serve a two-year term and which members shall serve a one-year term; and, in November of each succeeding year thereafter, the council shall select replacements for those members whose terms have expired. Vacancies and unexpired terms shall be appointed by the council for the remainder of the term. No person related to the mayor or any member of the city council within the first degree by consanguinity or affinity shall be eligible to serve on any city board, commission, corporation or committee.

(b) Except as otherwise required by state law, a person appointed by the city council to any board, commission or corporation is not subject to term limits.

(Ordinance 2011-06-00682, sec. 1, adopted 6/2/11)

**Secs. 1.05.004–1.05.030 Reserved**

## **Division 2. Planning and Zoning Commission\***

**Sec. 1.05.031 Established; jurisdiction**

There is hereby created and established the city planning and zoning commission for the territorial jurisdiction of the city and its extraterritorial jurisdiction. (1995 Code, sec. 2-40)

**Sec. 1.05.032 Composition; appointment and term of members**

The planning and zoning commission shall be composed of five (5) regular members and two (2) alternate members, each of whom shall be appointed in accordance with [section 1.05.003](#) of this code. Alternate members shall serve in the absence of one or more regular members when requested to do so by the presiding officer of the planning and zoning commission. Each member of the planning and zoning commission shall continue in office until such time as a successor is appointed and duly qualified. (Ordinance 2011-06-00682, sec. 1, adopted 6/2/11)

**Sec. 1.05.033 Qualifications of members**

The appointed members of the planning and zoning commission shall be resident citizens and qualified voters of the city. (1995 Code, sec. 2-42)

**Sec. 1.05.034 Filling of vacancies**

All vacancies on the planning and zoning commission shall be filled for the unexpired term in the same manner as provided for the original appointments. All expired terms shall be filled for terms as provided for the original appointments and in the same manner. (1995 Code, sec. 2-43)

**Sec. 1.05.035 Election of officers**

The members of the planning and zoning commission shall elect a chairman and vice-chairman from its membership. (1995 Code, sec. 2-44)

**Sec. 1.05.036 Powers and duties**

The planning and zoning commission shall have the power and it shall be its duty to make, and recommend for adoption, a master plan, as a whole or in parts, for the

future development and redevelopment of the municipality and its environs, including its extraterritorial jurisdiction, and shall have power and it shall be its duty to prepare a comprehensive plan and ordinance for zoning the city and its extraterritorial jurisdiction in accordance with [chapter 211 of the Texas Local Government Code](#) and amendments thereto. The commission shall perform such other duties as may be prescribed by ordinances or state law. (1995 Code, sec. 2-45)

**Sec. 1.05.037 Rules, regulations and bylaws**

The planning and zoning commission shall have the power to make rules, regulations and bylaws for its own government, which shall conform as nearly as possible with those governing the city council, and the same shall be subject to approval by the council. Such bylaws shall include, among other items, provisions for:

- (1) Regular and special meetings open to the public.
- (2) Records of its proceedings, to be open for inspection by the public.
- (3) Reporting to the council and the public, from time to time and annually.
- (4) The holding of public hearings as required by law.

(1995 Code, sec. 2-46)

**Sec. 1.05.038 Removal of members**

Members of the planning and zoning commission may be removed by the city council at any time, with or without cause. (Ordinance 2004-11-00511, sec. 2, adopted 11/15/04)



**City of Lucas  
Council Agenda Request  
Meeting Date: August 7, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Adjournment.

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

N/A

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A

**Motion:**

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