



PUBLIC NOTICE
City Council Regular Meeting
August 21, 2014, 7:00 PM
City Hall - 665 Country Club Road

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 21, 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.

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.

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]**
- b) Mayor Rebecca Mark will read a Proclamation for the 70th anniversary of the creation of Smokey Bear.

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 Fiscal Year Budget for 2014-2015. **[This is the 1st Public Hearing, the 2nd Public Hearing will be held on September 4, 2014]**
- 4) 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. **[This is the 2nd Public Hearing, the 1st Public Hearing was held on August 7, 2014.] [Hilbourn]**
- 5) Public Hearing/Discuss and consider the unilateral annexation of a 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 2nd Public Hearing, the 1st Public Hearing was held on August 7, 2014.] [Hilbourn]**

- 6) Public Hearing/Discuss and consider the unilateral annexation of a 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, and containing 10 acres of land, more or less. **[This is the 2nd Public Hearing, the 1st Public Hearing was held on August 7, 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.

7) Consent and Approve:

- a) The minutes from the August 7, 2014 City Council meeting.
[Wingo]

- b) **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.

- c) **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.
- d) The Collin County Interlocal Agreement Contract Amendment # 7 for On-Site Sewage Facility (OSSF) with all terms and conditions continuing in full force and effect, term of said agreement to be October 1, 2014 up to and including September 30, 2015.
- e) 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]**

Regular Agenda

- 8) Discuss and consider the Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding

fire and emergency medical services and the level of future services, if any, to be provided to the District. **[Clarke]**

- 9) Discuss and consider a request by Mike Phipps on behalf of LCA for an amendment to an approved development agreement for Lucas Christian Academy. The Amendment is to allow LCA to install flex base temporary parking in phase 2 without triggering the requirement to pay impact fees.
- 10) Discuss and consider the approval of **Ordinance # 2014-08-00787** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4 “Business Regulations” by adding Article 4.07 “Emergency Ambulance Service” designating the City’s Fire Department as the City’s emergency ambulance provider; providing a repealing clause; providing a severability clause; providing a savings clause; providing for 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. **[Kitchens]**
- 11) Discuss and consider the approval of an agreement between ESO Solutions, Inc., and the City of Lucas to provide a Health Data Exchange ability with our EMS Patient Care Reporting Software company in the amount of \$1,000 annually and authorize the City Manager to execute the agreement. **[Stephens]**
- 12) Discuss and consider approving an Interlocal Agreement between the City of Lucas and Collin County, Texas for the provision of firefighting/fire protection services and emergency medical services including patient transport for the benefit of an area of the county that is located in the City’s extraterritorial jurisdiction and authorize the Mayor to execute said agreement. **[Clarke]**

- 13) 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]
- 14) Discuss and consider the process for the upcoming Boards & Commission appointments including an update on the applications received and establishing a date and time for the interviews of applicants. [Wingo]
- 15) Adjournment.

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.

Approval

Approved by: Mayor Rebecca Mark, August 15, 2014.

Certification

I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, August 15, 2014, as required in accordance with Government Code §551.041.



Donna Bradshaw

Donna Bradshaw
Acting City Secretary

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.

LUCAS CITY COUNCIL

Meeting Date August 21, 2014

AGENDA ITEM:

- Call to Order
- Roll Call

	Present	Absent
Mayor Rebecca Mark	<input type="checkbox"/>	<input type="checkbox"/>
Seat 1 CM Wayne Millsap	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Seat 2 CM Jim Olk	<input type="checkbox"/>	<input type="checkbox"/>
Seat 3 CM Steve Duke	<input type="checkbox"/>	<input type="checkbox"/>
Seat 4 CM Philip Lawrence	<input type="checkbox"/>	<input type="checkbox"/>
Seat 5 CM Debbie Fisher	<input type="checkbox"/>	<input type="checkbox"/>
Seat 6 MPT Kathleen Peele	<input type="checkbox"/>	<input type="checkbox"/>

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

Informational Purposes

City Manager Joni Clarke	<input type="checkbox"/>
City Secretary Kathy Wingo	<input type="checkbox"/>
Public Works Director Stanton Foerster	<input type="checkbox"/>
Finance Director Liz Exum	<input type="checkbox"/>
Fire Chief Jim Kitchens	<input type="checkbox"/>
Development Services Director Joe Hilbourn	<input type="checkbox"/>
City Attorney Joe Gorfida, Jr.	<input type="checkbox"/>
Administrative Assistant Jennifer Faircloth	<input type="checkbox"/>



City of Lucas
Council Agenda Request
Meeting Date: August 21, 2014

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Citizen's Input.

Background Information:

N/A

Attachments/Supporting Documentation:

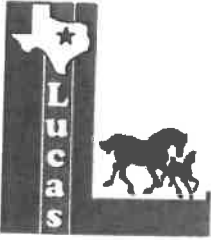
N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



**City of Lucas
Council Agenda Request
Meeting Date: August 21, 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]**

- b) Mayor Rebecca Mark will read a Proclamation for the 70th anniversary of the creation of Smokey Bear.

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 21, 2014

Name & Title of Requestor: Liz Exum – Finance Director

Agenda Item:

Public Hearing/discuss and consider Fiscal Year Budget for 2014-2015.

Background Information:

This is the 1st Public Hearing, the 2nd Public Hearing will be held on September 4, 2014. Consideration and action by the City Council will occur on September 18, 2014. The budget was discussed at the City Council meeting held on August 7, 2014. The following was adjusted from the Proposed Budget for Fiscal Year 2014-2015:

- Additional staffing for the Fire Department/EMS was removed.
- Long Term Disability was removed from the General and Water Funds.
- Seis Lagos contract amount was adjusted to \$175,000.
- Expense reclassification for RTR – TX Dot Funded projects.
- LCA \$200K Reserve adjustment.
- LISD – EMS Service for Sporting Events.

Attachments/Supporting Documentation:

1. Detailed Proposed Budget for FY 2014-2015. A paper copy of the proposed budget will be distributed in the mailboxes on Friday, August 15th.

Budget/Financial Impact:

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

Recommendation:

Public Hearing and discussion only, no action is required.



CITY OF LUCAS, TEXAS

ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-2015

This budget will raise more revenue from property taxes than last year's budget by an amount of \$94,560 which is a 4.43 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$140,562.

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

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison	2014-2015	2013-2014
Property Tax Rate:	\$0.320661/100	\$0.355616/100
Effective Tax Rate:	\$0.326017/100	\$0.340811/100
Effective Maintenance & Operations Tax Rate:	\$0.214440/100	\$0.234302/100
Rollback Tax Rate :	\$0.320661/100	\$0.355616/100
Debt Rate:	\$0.087593/100	\$0.101611/100

Total debt obligation for City of Lucas secured by property taxes: \$608,811

City of Lucas, Texas

PROPOSED BUDGET

Fiscal Year 2014-2015

Mayor

Rebecca Mark

Mayor Pro-Tem: Kathleen Peele

Councilwoman: Debbie Fisher

Councilman: Wayne Millsap

Councilman: Phil Lawrence

Councilman: Jim Olk

Councilman: Steve Duke



Joni Clarke, City Manager
Liz Exum, Finance Director

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City of Lucas



	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RV5 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
REVENUE SUMMARY							
GENERAL FUND							
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	\$ 304,238.00
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
TOTAL GENERAL FUND REVENUE	\$ 3,381,582.41	\$ 4,179,935.64	\$ 107,749.31	\$ 4,287,684.95	\$ 3,470,333.78	\$ 4,287,684.95	\$ 4,246,829.22
WATER UTILITIES FUND							
FEES & SERVICE CHARGES	\$ 3,377,111.92	\$ 3,188,637.66	\$ 28,027.00	\$ 3,216,664.66	\$ 1,791,002.49	\$ 3,216,664.66	\$ 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
TOTAL WATER UTILITIES FUND REVENUE	\$ 3,413,578.11	\$ 3,243,457.66	\$ 8,577.00	\$ 3,252,034.66	\$ 1,793,969.42	\$ 3,252,034.66	\$ 3,397,152.00
DEBT SERVICE FUND							
PROPERTY TAXES	\$ 677,916.71	\$ 665,650.00	\$ 2,050.00	\$ 667,700.00	\$ 666,787.98	\$ 667,700.00	\$ 619,210.00
TOTAL DEBT SERVICE FUND REVENUE	\$ 677,916.71	\$ 665,650.00	\$ 2,050.00	\$ 667,700.00	\$ 666,787.98	\$ 667,700.00	\$ 619,210.00
COMBINED REVENUE TOTALS	\$ 7,473,077.23	\$ 8,089,043.30	\$ 118,376.31	\$ 8,207,419.61	\$ 5,931,091.18	\$ 8,207,419.61	\$ 8,263,191.22
EXPENDITURES							
GENERAL FUND							
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)	\$ 266,200.39	\$ 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	\$ 30,100.00	\$ 1,780,296.93	\$ 1,162,053.62	\$ 1,780,296.93	\$ 1,263,806.47
NON-DEPARTMENTAL	\$ 306,907.05	\$ 381,477.00	\$ 33,453.00	\$ 414,930.00	\$ 240,626.95	\$ 414,930.00	\$ 502,396.00
TOTAL GENERAL FUND EXPENDITURES	\$ 2,389,450.29	\$ 4,179,613.21	\$ 43,342.15	\$ 4,221,955.36	\$ 2,252,666.46	\$ 4,221,955.36	\$ 4,005,198.20
WATER UTILITIES FUND							
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	\$ 2,863,193.24
DEBT SERVICE							
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
TOTAL DEBT SERVICE	\$ 1,122,025.25	\$ 1,146,180.00	\$ -	\$ 1,146,180.00	\$ 944,518.25	\$ 1,146,180.00	\$ 1,139,174.50
TOTAL EXPENDITURES	\$ 5,902,369.29	\$ 7,937,308.60	\$ 53,643.35	\$ 7,989,951.95	\$ 4,686,520.61	\$ 7,989,951.95	\$ 8,007,565.94
NET REVENUE LESS EXPENDITURES	\$ 1,570,707.94	\$ 151,734.70	\$ 64,732.96	\$ 217,467.66	\$ 1,244,570.57	\$ 217,467.66	\$ 255,625.28

	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
SUMMARY BY FUND							
GENERAL FUND							
REVENUE	\$ 3,381,582.41	\$ 4,179,935.64	\$ 107,749.31	\$ 4,287,684.95	\$ 3,470,333.78	\$ 4,287,684.95	\$ 4,246,829.22
EXPENDITURES	\$ 2,389,450.29	\$ 4,179,613.21	\$ 43,342.15	\$ 4,221,955.36	\$ 2,252,666.46	\$ 4,221,955.36	\$ 4,005,198.20
NET REVENUE LESS EXPENDITURES	\$ 992,132.12	\$ 322.43	\$ 64,407.16	\$ 65,729.59	\$ 1,217,667.32	\$ 65,729.59	\$ 241,631.02
WATER UTILITES FUND							
REVENUE	\$ 3,413,578.11	\$ 3,243,457.66	\$ 8,577.00	\$ 3,252,034.66	\$ 1,793,969.42	\$ 3,252,034.66	\$ 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	\$ 2,863,193.24
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	\$ (1,724.20)	\$ 96,998.07	\$ (140,271.98)	\$ 96,998.07	\$ 3,594.76
DEBT SERVICE FUND-GENERAL							
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	\$ 64,732.96	\$ 217,467.66	\$ 1,244,570.57	\$ 217,467.66	\$ 255,625.28

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
BEGINNING FUND BALANCE	\$ 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	\$ 304,238.00						\$ 304,238.00
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 COUNTY FUNDS					\$ 80,000.00		\$ 80,000.00
TRANSFER IN RESERVES			\$ 137,985.00		\$ 244,000.00		\$ 381,985.00
TRANSFER IN IMPACT FEES							\$ 137,985.00
TOTAL REVENUES	\$ 4,246,829.22	\$ 619,210.00	\$ 140,985.00	\$ 66,000.00	\$ 324,000.00	\$ 128,000.00	\$ 5,525,024.22
EXPENDITURES							
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	\$ 1,263,806.47						\$ 1,263,806.47
NON-DEPARTMENTAL	\$ 502,396.00						\$ 502,396.00
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
TOTAL EXPENDITURES	\$ 4,005,198.20	\$ 608,810.50	\$ 2,209,246.00	\$ -	\$ 1,464,240.00	\$ 671,060.00	\$ 8,958,554.70
NET CHANGE IN FUND BALANCE	\$ 241,631.02	\$ 10,399.50	\$ (2,068,261.00)	\$ 66,000.00	\$ (1,140,240.00)	\$ (543,060.00)	\$ (8,433,530.48)
ENDING FUND BALANCE	\$ 5,432,934.81	\$ 445,044.50	\$ 9,109.60	\$ 88,000.00	\$ -	\$ 109,256.00	\$ 6,084,344.91
MINUS RESTRICTED FOR:							
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		\$ (445,044.50)					\$ (445,044.50)
MUNICIPAL COURT	\$ (28,427.00)						\$ (28,427.00)
CAPITAL IMPROVEMENT PROJECTS			\$ (9,109.60)				\$ (9,109.60)
UNASSIGNED FUND BALANCE	\$ 5,266,522.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,266,522.81
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	\$ 5,266,522.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,266,522.81
AMOUNT IN DAYS OPERATING COST	480						480
AMOUNT IN MONTHS OPERATING COST	16.0						16.0
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	\$ (2,002,599.10)						\$ (2,002,599.10)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	\$ 3,263,923.71						\$ 3,263,923.71
AMOUNT IN DAYS OPERATING COST	297						297
AMOUNT IN MONTHS OPERATING COST	9.9						9.9

FUND SUMMARIES - PROPRIETARY

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
BEGINNING BALANCE RESTRICTED/UNRESTRICTED	\$ 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
TOTAL REVENUES	\$ 3,397,152.00	\$ 836,285.00	\$ 120,000.00	\$ 4,353,437.00
EXPENDITURES				
WATER	\$ 2,466,193.24			\$ 2,466,193.24
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
TOTAL EXPENDITURES	\$ 3,393,557.24	\$ 1,820,159.00	\$ 120,000.00	\$ 5,333,716.24
NET CHANGE IN BALANCE	\$ 3,594.76	\$ (983,874.00)	\$ -	\$ (980,279.24)
ENDING BALANCE	\$ 4,601,764.83	\$ -	\$ -	\$ 4,601,764.83
MINUS RESTRICTED FOR:				
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	\$ 3,315,354.83	\$ -	\$ -	\$ 3,315,354.83
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	\$ 3,315,354.83	\$ -	\$ -	\$ 3,315,354.83
AMOUNT IN DAYS OPERATING COST	399			399
AMOUNT IN MONTHS OPERATING COST	13.3			13.3
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	\$ (1,516,778.62)			\$ (1,516,778.62)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	\$ 1,798,576.21	\$ -	\$ -	\$ 1,798,576.21
AMOUNT IN DAYS OPERATING COST	216			216
AMOUNT IN MONTHS OPERATING COST	7.2			7.2

2014-2015 PROPOSED BUDGET

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
TOTAL WATER CAPITAL PROJECTS- CARRY OVER FY 13/14:	\$	1,105,459.00

CARRY OVER PROJECTS FUNDED BY:

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

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
TOTAL NEW PROJECTS	\$	714,700.00

NEW PROJECT FUNDING - WATER:

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

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
TOTAL GENERAL FUND PROJECTS- CARRY OVER FY 13/14	\$	3,816,561.00

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)
TOTAL CARRY-OVER FUNDING	\$	(3,816,561.00)

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
TOTAL NEW PROJECTS	\$	527,985.00

NEW PROJECT FUNDING - GENERAL FUND:

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

	FISCAL YEAR 2012-2013	FISCAL YEAR 2013-2014 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
Impact/Development Fee Summary						
GENERAL FUND:						
Beginning Balance General Fund (Restricted)	\$ 828,315.77	\$ 828,315.77	\$ 828,315.77	\$	\$ 828,315.77	\$ 652,315.77
Revenue						
Roadway Impact Fees	\$	\$ 50,850.00	\$ 64,000.00	\$	\$ 64,000.00	\$ 128,000.00
Roadway Improvements LCA (4988)					\$	\$ 200,000.00
Roadway Fees Brockdale(4989) Improv	\$ -	\$ 6,600.00	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 66,000.00
Total Revenues	\$ 828,315.77	\$ 57,450.00	\$ 64,000.00	\$ 22,000.00	\$ 86,000.00	\$ 394,000.00
Expenditures						
Capital Projects	\$	\$ 76,762.00	\$ 601,060.00	\$ (361,060.00)	\$ 240,000.00	\$ 671,060.00
LCA Roadway Improvements Brockdale Improv					\$	\$ 200,000.00
Total Expenditures	\$ -	\$ 76,762.00	\$ 601,060.00	\$ (361,060.00)	\$ 240,000.00	\$ 871,060.00
Revenues less Expenditures						
Restricted for LCA Improvements					\$	\$ 66,000.00
Restricted for Brockdale Improvements					\$ 22,000.00	\$
General Fund Ending Balance (Restricted)	\$ 828,315.77	\$ 809,003.77	\$ 291,255.77	\$ 383,060.00	\$ 652,315.77	\$ 109,255.77
WATER FUND:						
Beginning Balance - Water Fund	\$ (5,360,204.63)	\$ (5,360,204.63)	\$ (5,360,204.63)	\$	\$ (5,360,204.63)	\$ (5,914,601.38)
Revenue						
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	\$ -
Total Revenues	\$ -	\$ 545,259.45	\$ 557,078.25	\$ 12,000.00	\$ 569,078.25	\$ 120,000.00
Expenditures						
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	\$ -
Total Expenditures	\$ -	\$ 520,511.90	\$ 2,246,626.00	\$ (1,123,151.00)	\$ 1,123,475.00	\$ 1,820,159.00
Revenues less Expenditures	\$ -	\$ 24,747.55	\$ (1,689,547.75)	\$ 1,135,151.00	\$ (554,396.75)	\$ (1,700,159.00)
Water Fund Ending Balance	\$ (5,360,204.63)	\$ (5,335,457.08)	\$ (7,049,752.38)	\$ 1,135,151.00	\$ (5,914,601.38)	\$ (7,614,760.38)

CITY OF LUCAS PROPERTY TAX RATES

Property tax is by far the largest source of revenue in the City of Lucas General Fund. Property tax is collected by Collin County and distributed to the City. The City's property tax is budgeted at a rate of .320661 for 2014. The tax rate is 3.49 cents lower than the previous tax year. Listed below is a table depicting the recent history of the City of Lucas property tax rate.

Tax Year	O&M	I&S	Total
2005	0.243510	0.133090	0.376600
2006	0.248146	0.126854	0.375000
2007	0.244260	0.130740	0.375000
2008	0.250509	0.123668	0.374177
2009	0.252040	0.122137	0.374177
2010	0.247231	0.126946	0.374177
2011	0.257723	0.116454	0.374177
2012	0.261218	0.112959	0.374177
2013	0.254005	0.101611	0.355616
2014	0.233068	0.087593	0.320661

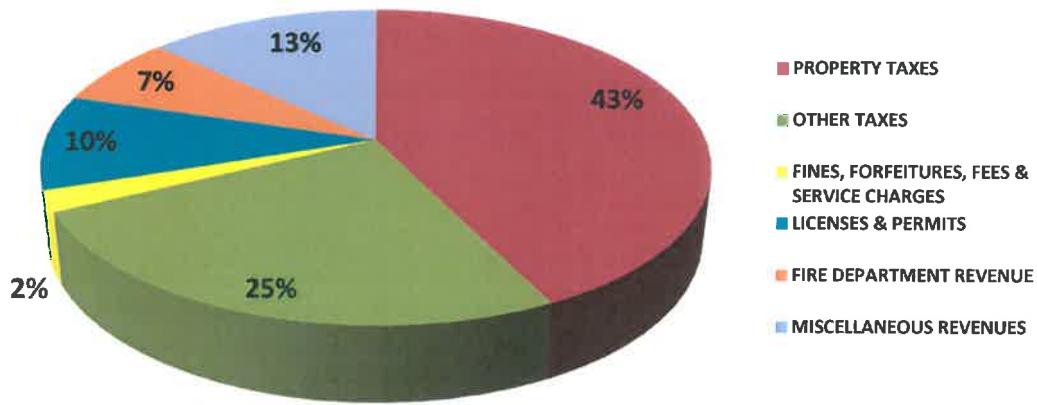
As you can see in the chart below, the property tax rate for the City of Lucas is very favorable in comparison to other cities within the area.

Fiscal Year 2013 Tax Rates

City	O&M	I&S	Total
Wylie	0.593314	0.290586	0.883900
Sachse	0.542694	0.228125	0.770819
Princeton	0.511969	0.227030	0.738999
Farmersville	0.473368	0.224132	0.697500
Anna	0.559367	0.090965	0.650332
Celina	0.461565	0.183435	0.645000
Melissa	0.441731	0.168269	0.610000
Murphy	0.341521	0.228479	0.570000
Allen	0.409121	0.140879	0.550000
Prosper	0.326191	0.193809	0.520000
Fairview	0.216291	0.143709	0.360000
Parker	0.289905	0.067175	0.357080
Lucas	0.254005	0.101611	0.355616

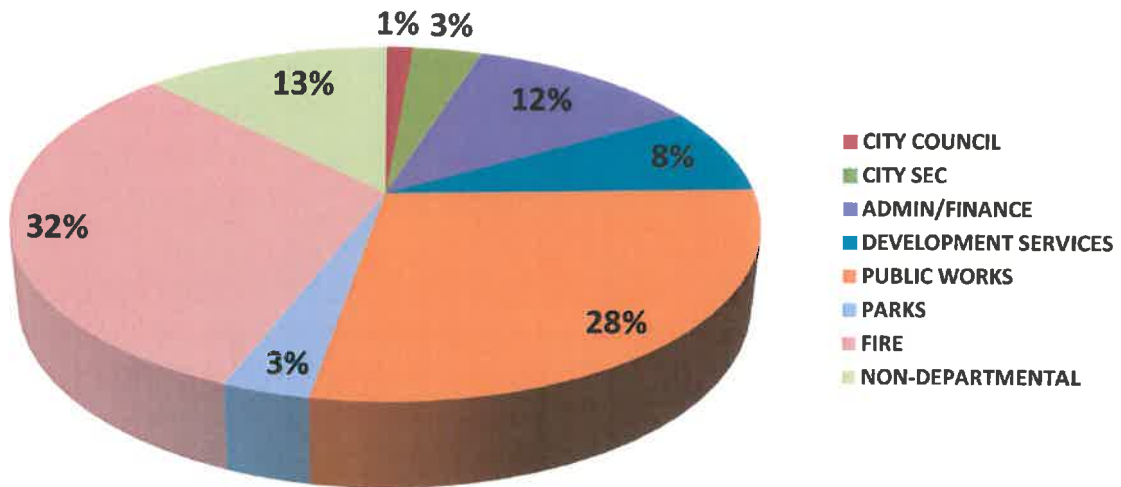
General Fund Revenue FY14/15

Total \$ 4,238,729.22



General Fund Expenditures by Department FY14/15

Total \$3,972,098.20



GENERAL FUND



11 -GENERAL 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	DESCRIP
PROPERTY TAXES									
4011	PROPERTY TAXES	1,518,246.68	1,671,028.00		1,671,028.00	1,654,886.99	1,671,028.00	1,778,916.00	
4012	PROPERTY TAXES-DEL.	19,954.74	19,000.00	2,100.00	21,100.00	20,985.04	21,100.00	22,000.00	
4015	PROPERTY TAXES-P&I	22,763.68	4,600.00	2,900.00	7,500.00	6,519.12	7,500.00	7,600.00	
TOTAL 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									
4101	SALES TAX	348,451.00	489,060.00	9,368.00	498,428.00	337,902.75	498,428.00	514,800.00	
4101-100	SALES TAX STREETS	76,951.48	125,970.00	2,415.00	128,385.00	84,729.38	128,385.00	132,600.00	
4101-200	SALES TAX PROP TAX REDUC	76,951.48	125,970.00	2,415.00	128,385.00	84,729.37	128,385.00	132,600.00	
4102	FRANCHISE-ELECTRICAL	193,705.54	197,000.00	13,000.00	210,000.00	190,262.35	210,000.00	210,000.00	
4103	FRANCHISE-TELEPHONE	7,760.22	7,300.00		7,300.00	5,366.78	7,300.00	7,300.00	
4104	FRANCHISE-CABLE	37,153.47	36,000.00	4,000.00	40,000.00	32,554.62	40,000.00	40,000.00	
4105	FRANCHISE-GAS	17,021.43	16,000.00	9,000.00	25,000.00	23,506.29	25,000.00	25,000.00	
4106	FRANCHISE-CABLE PEG	2,715.73	2,650.00	550.00	3,200.00	2,615.35	3,200.00	3,200.00	
TOTAL 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									
4202	COURT TECHNOLOGY FUND	473.22	400.00	(140.00)	260.00	241.88	260.00	40.00	
4203	COURT SECURITY FUND	353.58	250.00	(30.00)	220.00	181.40	220.00	25.00	
4204	COURT COST-CITY	2,271.74	1,200.00	(400.00)	800.00	722.85	800.00	120.00	
4205	TRAFFIC FINES	14,932.03	13,200.00	800.00	14,000.00	12,486.41	14,000.00	1,200.00	
4206	COURT COST-STATE	6,736.68	4,000.00	(300.00)	3,700.00	3,286.90	3,700.00	400.00	
4208	STATE JURY FEE	471.46	300.00	(20.00)	280.00	241.88	280.00	30.00	
4212	JUDICIAL FEES-STATE	636.43	500.00	(120.00)	380.00	326.53	380.00	50.00	
4213	JUDICIAL FEES-CITY	70.70	75.00	(30.00)	45.00	36.28	45.00	7.50	
4215	OMNI STATE FEE	140.00	140.00		140.00	140.00	140.00	0.00	
4216	OMNI MGMT FEE	42.00	50.00		50.00	42.00	50.00	0.00	
4217	OMNI LOCAL FEE	28.00	30.00		30.00	28.00	30.00	0.00	
4218	INDIGENT DEFENSE FEE	235.74	150.00		150.00	120.94	150.00	0.00	
TOTAL FINES & FORFEITURES		26,391.58	20,295.00	(240.00)	20,055.00	17,855.07	20,055.00	1,872.50	
LICENSES & PERMITS									
4301	GEN CONTRACTOR REG.	7,085.00	8,775.00	1,025.00	9,800.00	9,800.00	9,800.00	10,500.00	
4302	ELECTRICIAN REG.	3,300.00	1,000.00	(550.00)	450.00	450.00	450.00	0.00	Include in gen contr registration
4304	IRRIGATION REG.	2,145.00	490.00	(195.00)	295.00	295.00	295.00	0.00	Include in gen contr registration
4305	MECHANICAL REG.	2,510.00	310.00	(85.00)	225.00	225.00	225.00	0.00	Include in gen contr registration
4361	ZONING REQUEST	360.00	500.00	(150.00)	350.00	350.00	350.00	0.00	Include in gen contr registration
4362	SPECIFIC USE PERMITS	1,050.00	403.00		403.00		403.00	600.00	
4363	VARIANCE REQUEST	2,100.00	300.00		300.00	300.00	300.00	300.00	
4365	BLDG PERMITS-NEW HOMES	313,142.70	279,812.00	20,188.00	300,000.00	185,926.50	300,000.00	289,000.00	
4367	BLDG PERMITS-ACC.	14,877.20	12,525.00	2,000.00	14,525.00	13,417.00	14,525.00	14,525.00	
4368	BLDG PERMITS-REMODEL	3,267.75	3,150.00	900.00	4,050.00	3,362.65	4,050.00	4,000.00	
4369	BLDG PERMITS-COMM.	20,148.50	24,000.00		24,000.00	21,730.00	24,000.00	8,000.00	
4371	ELECTRICAL PERMITS	625.00	800.00	200.00	1,000.00	900.00	1,000.00	1,000.00	
4372	PLUMBING PERMITS	2,810.00	1,950.00		1,950.00	1,500.00	1,950.00	1,950.00	
4373	HEATING & A/C PERMITS	1,250.00	800.00	150.00	950.00	800.00	950.00	950.00	
4374	FENCE PERMITS	3,850.00	2,500.00		2,500.00	1,500.00	2,500.00	2,500.00	
4375	SWIMMING POOL PERMITS	16,325.00	15,000.00	5,000.00	20,000.00	13,895.00	20,000.00	20,000.00	
4376	WEIGHT LIMIT PERMITS	50,825.00	36,850.00	3,150.00	40,000.00	31,875.00	40,000.00	40,000.00	
4377	ROOF PERMITS	900.00	800.00		800.00	600.00	800.00	800.00	
4378	SPRINKLER SYST PERMITS	6,225.00	5,000.00		5,000.00	3,950.00	5,000.00	5,000.00	
4379	DRIVEWAY PERMIT	800.00	900.00		900.00	800.00	900.00	900.00	
4380	SIGN PERMIT	850.00	1,500.00	200.00	1,700.00	1,625.00	1,700.00	1,700.00	
4382	STORM WATER MGMT PERMIT	4,925.00	3,500.00		3,500.00	2,875.00	3,500.00	3,500.00	
4390	PLANNED DEVELOPMENT	2,510.00	1,250.00		1,250.00	1,020.45	1,250.00	1,250.00	
4391	BURN PERMITS	2,237.75	2,000.00	140.00	2,140.00	1,970.00	2,140.00	2,300.00	
4395	HEALTH SERVICE PERMITS	2,800.00	3,000.00		3,000.00	2,200.00	3,000.00	3,000.00	
4398	MISC LICENSES & PERMITS	800.00	500.00	150.00	650.00	575.00	650.00	650.00	
TOTAL 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									
4611	FIRE SPRINKLER PERMIT	20,840.00	16,000.00		16,000.00	14,100.00	16,000.00	17,200.00	
4612	COUNTY FIRE DISTRICT	8,102.00	36,938.00		36,938.00	36,937.99	36,938.00	36,938.00	
4613	FIRE DEPT SVC AGREEMENTS	128,446.93	157,064.55		157,064.55	103,499.20	157,064.55	175,000.00	
4614	AMBULANCE SERVICES	-	15,000.00		15,000.00	-	15,000.00	67,000.00	
4615	LSD EMS SERVICE	-	-		-	-	-	8,100.00	
4616	DONATIONS	-	-		-	-	-	-	
TOTAL FIRE DEPARTMENT REVENUE		157,388.93	225,002.55	-	225,002.55	154,537.19	225,002.55	304,238.00	
NOTE PROCEEDS									
4800	NOTE PROCEEDS	-	345,000.00		345,000.00	345,000.00	345,000.00	0.00	
TOTAL NOTE PROCEEDS		-	345,000.00	-	345,000.00	345,000.00	345,000.00	-	
FEES & SERVICE CHARGES									
4424	PLAT & REPLAT FEES	15,032.08	12,500.00		12,500.00	8,906.00	12,500.00	12,500.00	
4425	RE-INSPECTION FEES	5,625.00	4,000.00		4,000.00	2,400.00	4,000.00	4,000.00	
4426	FEES-BUILDING PROJECTS	2,000.00	2,400.00		2,400.00	1,200.00	2,400.00	2,400.00	
4427	PUBLIC IMPRV/3% INSPEC	55,150.10	60,000.00		60,000.00	19,690.12	60,000.00	69,000.00	
4497	PUBLIC INFO. REQUESTS	100.55	100.00	250.00	350.00	78.60	350.00	100.00	
4498	MISC. FEES & CHARGES	1.33	62.52		62.52	62.52	62.52	75.00	
TOTAL FEES & SERVICE CHARGES		77,909.06	79,062.52	250.00	79,312.52	32,337.24	79,312.52	88,075.00	
MISCELLANEOUS REVENUE									
4911	INTEREST INCOME	9,454.53	9,000.00		9,000.00	6,277.83	9,000.00	9,000.00	
4913	FUEL TAX REFUND	2,550.32	2,200.00	199.76	2,399.76	2,399.76	2,399.76	0.00	Credit applied to fuel billings
4914	INSURANCE CLAIM REIMB	3,516.55	24,500.00		24,500.00	24,500.00	24,500.00	0.00	

11 -GENERAL FUND

REVENUE	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	DESCRIP
4915 CHILD SAFETY INCOME	6,246.81	5,840.00		5,840.00	4,689.44	5,840.00	6,200.00	
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	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	0.00	
4990 ROAD IMPROVEMENT CONTRIB	-	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	0.00	
4992 SALE OF ASSETS	-	2,000.00	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	
TOTAL MISCELLANEOUS REVENUE	330,498.49	408,382.57	29,868.31	438,250.88	174,604.64	438,250.88	566,202.72	
TOTAL REVENUES	3,381,582.41	4,179,935.64	107,749.31	4,287,684.95	3,470,333.78	4,287,684.95	4,246,829.22	

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
PERSONNEL SERVICES									
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	
TOTAL PERSONNEL SERVICES		97.83	230.43	-	230.43	163.69	230.43	250.00	
MATERIALS & SUPPLIES									
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	
TOTAL MATERIALS & SUPPLIES		1,915.51	2,275.00	-	2,275.00	990.27	2,275.00	6,175.00	
PURCHASED SERVICES:									
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	
TOTAL PURCHASED SERVICES		7,336.17	8,316.00	-	8,316.00	3,749.85	8,316.00	5,200.00	
GENERAL & ADMINISTRATIVE SERVICES									
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	
TOTAL GENERAL & ADMINISTRATION SERV		24,513.81	30,608.52	-	30,608.52	23,004.61	30,608.52	37,850.00	
CAPITAL OUTLAY									
8100-420	EQUIPMENT	18,022.11	-		-	-	-	3,699.00	upgrade to citizens podium
TOTAL CAPITAL OUTLAY		18,022.11	-	-	-	-	-	3,699.00	
TOTAL CITY COUNCIL		51,885.43	41,429.95	-	41,429.95	27,908.42	41,429.95	53,174.00	

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
PERSONNEL SERVICES									
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	
TOTAL PERSONNEL SERVICES		77,678.63	81,268.15	-	81,268.15	53,441.44	81,268.15	83,025.84	
MATERIALS & SUPPLIES									
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	
TOTAL MATERIALS & SUPPLIES		8,936.69	9,950.00	-	9,950.00	5,463.29	9,950.00	10,600.00	
PURCHASED SERVICES									
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	
TOTAL PURCHASED SERVICES		24,274.48	30,445.00	-	30,445.00	20,804.40	30,445.00	33,010.00	
GENERAL & ADMINISTRATIVE SERVICES									
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	
TOTAL GENERAL & ADMINISTRATIVE SERVI		410.00	12,765.00	-	12,765.00	11,000.80	12,765.00	13,825.00	
TOTAL CITY SECRETARY		111,299.80	134,428.15	-	134,428.15	90,709.93	134,428.15	140,460.84	

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
PERSONNEL SERVICES									
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	
TOTAL PERSONNEL SERVICES		262,152.53	295,017.52	225.00	295,242.52	186,792.07	295,242.52	335,439.52	
MATERIALS & SUPPLIES									
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 & COPYING	102.90	250.00		250.00	200.00	250.00	250.00	
TOTAL MATERIALS & SUPPLIES		7,591.02	9,650.00	1,200.00	10,850.00	4,749.48	10,850.00	13,590.00	
PURCHASED SERVICES:									
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	-	Redl 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	
TOTAL PURCHASED SERVICES		88,615.08	117,865.72	(7,700.00)	110,165.72	71,595.47	110,165.72	104,383.00	
GENERAL & ADMINISTRATIVE SERVICES									
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/SECY/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	
TOTAL GENERAL & ADMIN SERVICES		7,739.64	13,950.00	50.00	14,000.00	10,918.82	14,000.00	12,510.00	
CAPITAL OUTLAY									
8200-411	FURNITURE & FIXTURES	-	2,000.00		2,000.00	-	2,000.00	5,000.00	City mgr furniture
TOTAL CAPITAL OUTLAY		-	2,000.00	-	2,000.00	-	2,000.00	5,000.00	
TOTAL ADMINISTRATION		366,098.27	438,483.24	(6,225.00)	432,258.24	274,055.84	432,258.24	470,922.52	

11 - GENERAL FUND PUBLIC WORKS		2012-2013	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2014-2015	
DEPARTMENTAL EXPENDITURES		FISCAL YEAR	FY BUDGET	FINAL BUDGET	FISCAL YEAR	YTD ACTUAL	PROJECTED	PROPOSED	DESCRIPTION
		ACTUAL	RVS FOR MID-YR	ADJUSTMENTS	BUDGET REVISED	AS OF 5/14	ACTUAL	BUDGET	
PERSONNEL SERVICES									
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
TOTAL PERSONNEL SERVICES		207,548.47	222,659.31	-	222,659.31	133,123.94	222,659.31	172,329.29	
MATERIALS & SUPPLIES									
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	
TOTAL MATERIALS & SUPPLIES		28,547.68	47,560.00	-	47,560.00	8,455.01	47,560.00	51,900.00	
MAINTENANCE & REPAIR									
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	
TOTAL MAINTENANCE & REPAIR		13,412.75	18,800.00	-	18,800.00	9,006.29	18,800.00	20,600.00	
PURCHASED SERVICES									
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	
TOTAL PURCHASED SERVICES		33,293.55	73,600.00	-	73,600.00	23,728.97	73,600.00	162,700.00	
GENERAL & ADMINISTRATIVE SERVICES									
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		
TOTAL GENERAL & ADMIN SERVICES		479.86	610.00	-	610.00	244.63	610.00	1,210.00	
CAPITAL OUTLAY									
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							
TOTAL CAPITAL OUTLAY		131,503.58	673,173.40	-	673,173.40	64,719.91	673,173.40	724,118.00	
TOTAL PUBLIC WORKS		414,785.89	1,036,402.71	-	1,036,402.71	239,278.75	1,036,402.71	1,132,857.29	

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
PERSONNEL SERVICES								
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
TOTAL PERSONNEL SERVICES	58,882.85	67,258.99	7,000.00	74,258.99	35,261.54	74,258.99	55,026.81	
MATERIALS & SUPPLIES								
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	
TOTAL MATERIALS & SUPPLIES	11,602.63	23,150.00	-	23,150.00	5,965.14	23,150.00	26,400.00	
MAINTENANCE & REPAIR								
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	
TOTAL MAINTENANCE & REPAIR	6,395.58	6,800.00	-	6,800.00	4,237.69	6,800.00	8,350.00	
PURCHASED SERVICES								
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	
TOTAL PURCHASED SERVICES	12,747.21	12,500.00	-	12,500.00	5,151.55	12,500.00	18,000.00	
GENERAL & ADMINISTRATIVE SERVICES								
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	-	
TOTAL GENERAL & ADMINISTRATIVE SERVIC	205.04	300.00	-	300.00	25.54	300.00	1,160.00	
CAPITAL OUTLAY								
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)	-	-	
TOTAL CAPITAL OUTLAY	43,648.35	-	-	-	(575.75)	-	20,500.00	
TOTAL PARKS DEPARTMENT	133,481.66	110,008.99	7,000.00	117,008.99	50,065.71	117,008.99	129,436.81	

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
PERSONNEL SERVICES									
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	-	-		-	-	-	-	
TOTAL PERSONNEL SERVICES		230,064.43	232,731.24	(14,600.00)	218,131.24	148,161.13	218,131.24	199,654.27	
MATERIALS & SUPPLIES									
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	-	-		-	-	-	-	
TOTAL MATERIALS & SUPPLIES		11,187.33	12,800.00	350.00	13,150.00	5,477.01	13,150.00	13,100.00	
MAINTENANCE & REPAIR									
6212-232	VEHICLE MAINTENANCE	1,711.80	2,700.00		2,700.00	841.62	2,700.00	4,200.00	
TOTAL MAINTENANCE & REPAIR		1,711.80	2,700.00	-	2,700.00	841.62	2,700.00	4,200.00	
PURCHASED SERVICES:									
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	
TOTAL PURCHASED SERVICES		16,409.91	31,020.00	(5,350.00)	24,670.00	10,321.30	24,670.00	87,315.00	
GENERAL & ADMINISTRATIVE SERVICES									
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	
TOTAL GENERAL & ADMINISTRATION SERVICE		5,577.21	7,935.00	(1,385.85)	6,549.15	3,166.18	6,549.15	7,875.00	
CAPITAL OUTLAY									
8212-420	EQUIPMENT	7,770.00	-		-	-	-	-	
8212-452	COMPUTERS	-	-		-	-	-	-	
8212-421	VEHICLES	-	-		-	-	-	-	
TOTAL CAPITAL OUTLAY		7,770.00	-	-	-	-	-	-	
TOTAL DEVELOPMENT SERVICES		272,720.68	287,186.24	(20,985.85)	265,200.39	167,967.24	265,200.39	312,144.27	

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
PERSONNEL SERVICES									
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	347,500.00	2 reclassifications
6300-104	LSD REIMBURSEMENTS							8,100.00	
6300-111	SALARIES - OVERTIME	259.62	46,600.00		46,600.00	19,029.93	46,600.00	46,600.00	
6300-112	WORKERS' COMPENSATION	15,415.20	24,357.05		24,357.05	24,293.30	24,357.05	25,000.00	
6300-113	LONGEVITY PAY	426.00	552.46		552.46	552.46	552.46	852.00	
6300-122	TMRS	7,797.47	38,628.00		38,628.00	21,892.82	38,628.00	46,891.00	Rate incr to 9.79%
6300-123	GROUP INSURANCE	9,639.71	58,146.00		58,146.00	36,806.21	58,146.00	64,031.00	Inc costs 7%
6300-124	AFLAC	371.45	2,490.00		2,490.00	1,338.01	2,490.00	2,400.00	
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	7,634.00	
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	
TOTAL PERSONNEL SERVICES		192,085.53	657,016.79	3,100.00	660,116.79	407,371.41	660,116.79	681,145.00	
MATERIALS & SUPPLIES									
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	6,500.00	47,135.00	18,654.83	47,135.00	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 ACTIVITIES	2,550.00	3,800.00		3,800.00	85.00	3,800.00	3,200.00	
TOTAL MATERIALS & SUPPLIES		93,689.35	164,131.22	6,500.00	170,631.22	69,000.64	170,631.22	109,010.00	
MAINTENANCE & REPAIR									
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	
TOTAL MAINTENANCE & REPAIR		37,789.83	44,650.00	-	44,650.00	28,517.90	44,650.00	48,223.00	
PURCHASED SERVICES									
6300-302	FIRE DEPT RUN REIMBURS.	124,973.85	125,000.00		125,000.00	59,005.85	125,000.00	125,000.00	
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	20,500.00	134,150.00	35,053.19	134,150.00	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	
TOTAL PURCHASED SERVICES		311,871.30	436,840.13	20,500.00	457,340.13	246,837.05	457,340.13	383,033.47	
GENERAL & ADMINISTRATIVE SERVICES									
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/DSHA/NR
6300-444	MEDICAL EXAMINATIONS	963.00	1,600.00		1,600.00	188.00	1,600.00	1,600.00	Budget in Admin
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	
TOTAL GENERAL & ADMINISTRATIVE SERVICES		23,791.14	38,170.00	-	38,170.00	13,467.23	38,170.00	25,895.00	
CAPITAL OUTLAY									
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
TOTAL CAPITAL OUTLAY		73,044.36	409,388.79	-	409,388.79	396,859.39	409,388.79	16,500.00	
TOTAL FIRE		732,271.51	1,750,196.93	30,100.00	1,780,296.93	1,162,053.62	1,780,296.93	1,263,806.47	

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
PERSONNEL SERVICES								
6999-109								
6999-110								45,157.00 70% REPEATING(BEG JAN 15)
6999-130								63,469.00 \$37,470/3 % ADJ/\$25,999 2% COLA
TOTAL PERSONNEL SERVICES								108,626.00
MAINT & SUPPLIES								
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
TOTAL MAINT & SUPPLIES	15,668.40	15,000.00		15,000.00	12,121.31	15,000.00	17,200.00	
PURCHASED SERVICES								
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	35,000.00	
TOTAL PURCHASED SERVICES	242,766.75	279,377.00	(1,500.00)	277,877.00	183,878.54	277,877.00	304,916.00	
CAPITAL OUTLAY								
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
TOTAL CAPITAL OUTLAY	48,471.90	87,100.00	34,953.00	122,053.00	44,627.10	122,053.00	71,654.00	
TOTAL NON-DEPARTMENTAL	306,907.05	381,477.00	33,453.00	414,930.00	240,626.95	414,930.00	502,396.00	

CAPITAL IMPROVEMENTS



21 - CAPITAL IMPROVEMENTS

REVENUES	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
<u>FEES & SERVICE CHARGES</u>								
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
TOTAL FEES & SERVICE CHARGES	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	
<u>INTERGOVERNMENTAL</u>								
4800 BOND PROCEEDS								
TOTAL INTERGOVERNMENTAL								
<u>MISCELLANEOUS REVENUE</u>								
4911 INTEREST INCOME	5,726.09	6,634.60		6,634.60	4,288.75	6,634.60	6,650.00	
TOTAL MISCELLANEOUS REV	5,726.09	6,634.60	-	6,634.60	4,288.75	6,634.60	6,650.00	
TOTAL REVENUES	285,726.09	1,250,634.60	(244,000.00)	1,006,634.60	1,004,288.75	1,250,634.60	330,650.00	

21 - CAPITAL IMPROVEMENTS
 PUBLIC WORKS
 DEPARTMENTAL EXPENDITURES

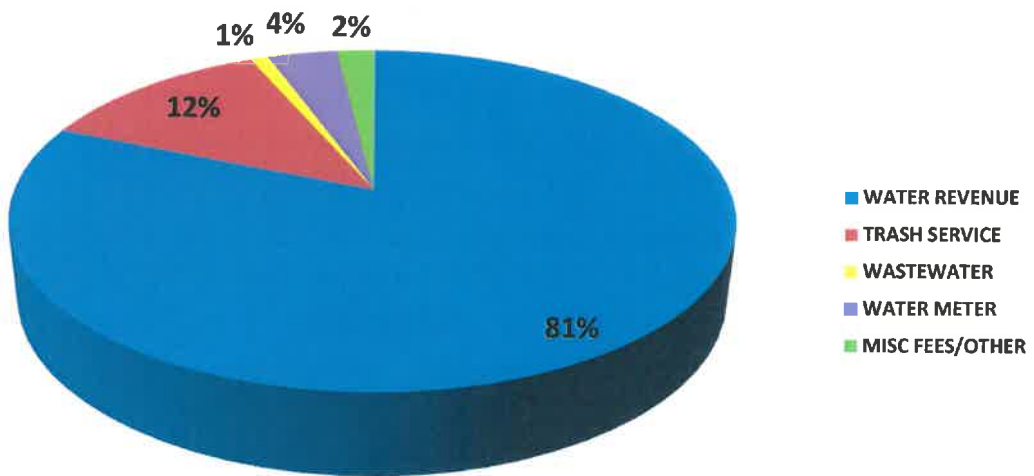
	2012-2013 FISCAL YEAR ACTUAL	2013-2014 FY BUDGET RVS FOR MID-YR	2013-2014 FINAL BUDGET ADJUSTMENTS	2013-2014 FISCAL YEAR BUDGET REVISE	2013-2014 YTD ACTUAL AS OF 5/14	2013-2014 PROJECTED ACTUAL	2014-2015 PROPOSED BUDGET	DESCRIP
CAPITAL OUTLAY								
8210-301 IMPROVEMENTS RDS RTR W LUCAS/CC			\$ 80,000.00	80,000.00			20,240.00	RTR Recl 80% to Exp
8210-302 IMPROVEMENTS RDS RTR FM 2551			\$ 80,000.00	80,000.00			1,120,000.00	RTR Recl 80% to Exp
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 ROADWAY 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	\$ (105,300.00)	20,000.00	13,708.82	\$ 20,000.00	5,060.00	RTR 80 Recl to Exp
8210-491-113 W LUCAS RD FM 2551/FM 1378		1,500,000.00	\$ (1,480,000.00)	20,000.00	18,600.00	\$ 10,000.00	280,000.00	Rollover FY 13/14/RTR 80% Recl to Exp
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 ROCK 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/signed for public use
TOTAL CAPITAL OUTLAY	1,648,350.38	5,091,412.00	\$ (2,868,451.00)	2,222,961.00	818,653.26	\$ 2,052,961.00	6,164,705.00	
TOTAL PUBLIC WORKS	1,648,350.38	5,091,412.00	\$ (2,868,451.00)	2,222,961.00	818,653.26	\$ 2,052,961.00	6,164,705.00	

WATER FUND



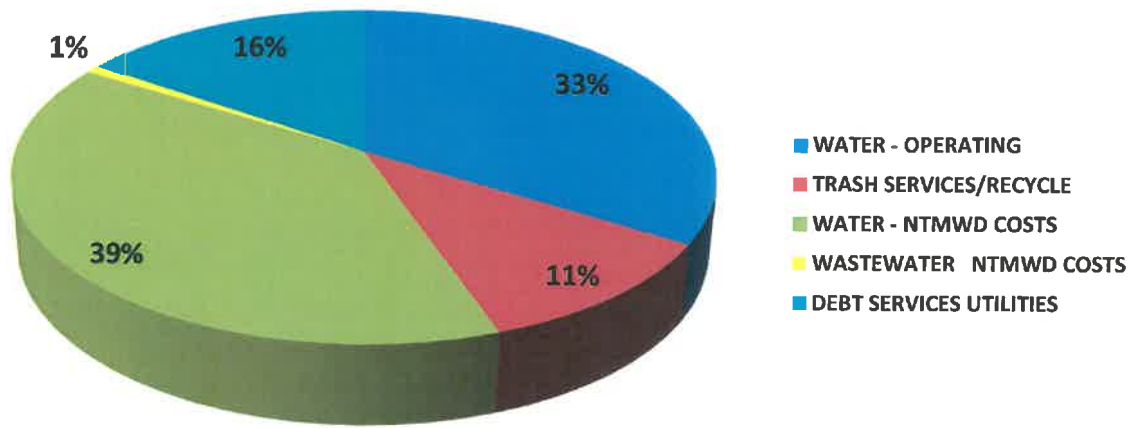
Water Fund Revenue FY14/15

Total \$3,397,152.00



Water Fund Expenditures FY14/15

Total \$3,393,557.24



51 - WATER UTILITIES FUND

REVENUES	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
FEES & SERVICE CHARGES								
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	-		-	-	-	-	
4499 WATER LINES/FEES DEVEL	-	-	22,027.00	22,027.00	-	22,027.00	-	
TOTAL FEES & SERVICE CHARGES	3,377,111.92	3,188,637.66	28,027.00	3,216,664.66	1,791,002.49	3,216,664.66	3,361,782.00	
MISCELLANEOUS REVENUE								
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	-	-		-	-	-	-	
TOTAL MISCELLANEOUS REVENUE	36,466.19	54,820.00	(19,450.00)	35,370.00	2,966.93	35,370.00	35,370.00	
*** TOTAL REVENUES ***	3,413,578.11	3,243,457.66	8,577.00	3,252,034.66	1,793,969.42	3,252,034.66	3,397,152.00	

51 - WATER UTILITIES FUND

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	DESCRIP
PERSONNEL SERVICES								
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	-	-	-	-	-	-	13,488.00	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	-	-	-	-	-	-	-	
6400-141 CAR ALLOWANCE	3,600.00	3,600.00		3,600.00	2,601.34	3,600.00	3,600.00	
TOTAL PERSONNEL SERVICES	409,174.75	401,496.89	(272.00)	401,224.89	246,271.20	401,224.89	589,798.24	
MATERIALS & SUPPLIES								
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	
TOTAL MATERIALS & SUPPLIES	16,189.66	29,345.88	-	29,345.88	8,827.28	29,345.88	33,300.00	
MAINTENANCE & REPAIR								
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	
TOTAL MAINTENANCE & REPAIR	39,344.40	67,500.00	-	67,500.00	31,721.15	67,500.00	70,800.00	
PURCHASED SERVICES:								
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	
TOTAL PURCHASED SERVICES	1,662,923.35	1,830,864.50	-	1,830,864.50	1,095,516.30	1,830,864.50	1,941,223.00	
GENERAL & ADMIN SERVICES/TRANSFERS								
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	
TOTAL GENERAL & ADMIN SERVICES/TRANSF	189,251.41	175,844.00	10,579.00	186,423.00	597.88	186,423.00	189,727.00	
CAPITAL OUTLAY								
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
TOTAL CAPITAL OUTLAY	74,010.18	106,464.12	(5.80)	106,458.32	106,402.09	106,458.32	38,345.00	
TOTAL WATER UTILITIES	2,390,893.75	2,611,515.39	10,301.20	2,621,816.59	1,489,335.90	2,621,816.59	2,863,193.24	

51 - WATER UTILITIES FUND

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
DEBT SERVICE							
7900-209 2002 WATER BOND-PRINCIPAL	100,000.00	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	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	100,000.00
7900-215 2007 CERT OF OBLIG-INTEREST	72,250.00	68,425.00		68,425.00	35,275.00	68,425.00	64,175.00
7900-216 2007 GO REFUNDING- PRINCIPAL	65,000.00	70,000.00		70,000.00	70,000.00	70,000.00	175,000.00
7900-217 2007 GO REFUNDING- INTEREST	42,958.00	40,420.00		40,420.00	20,868.00	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	80,000.00	85,000.00
7900-219 2011 CERT OF OBLIG-INTEREST	73,375.00	71,825.00		71,825.00	36,312.50	71,825.00	70,175.00
7900-298 BOND SALE EXPENSES	200.00	200.00		200.00	100.00	200.00	200.00
TOTAL DEBT SERVICE	515,783.00	533,220.00	-	533,220.00	444,905.50	533,220.00	530,364.00
TOTAL DEBT SERVICE	515,783.00	533,220.00	-	533,220.00	444,905.50	533,220.00	530,364.00

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	
DEPARTMENTAL EXPENDITURES								
REVENUES								
PROPERTY TAXES								
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
TOTAL PROPERTY TAXES		677,916.71	665,650.00	2,050.00	667,700.00	666,787.98	667,700.00	619,210.00
TOTAL REVENUES		677,916.71	665,650.00	2,050.00	667,700.00	666,787.98	667,700.00	619,210.00
EXPENDITURES								
DEBT SERVICE								
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
TOTAL DEBT SERVICE		606,242.25	612,960.00	-	612,960.00	499,612.75	612,960.00	608,810.50



City of Lucas
City Council Agenda Request
Meeting Date: August 21, 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, ordinance will be back for Council's consideration and action on September 4, 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, 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 $51^{\circ}12'$ 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 $10^{\circ}23'$, an arc distance of 530.04 feet, and having a chord which bears South $46^{\circ}00'30''$ West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South $40^{\circ}49'$ 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, 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"

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.

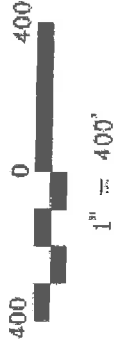
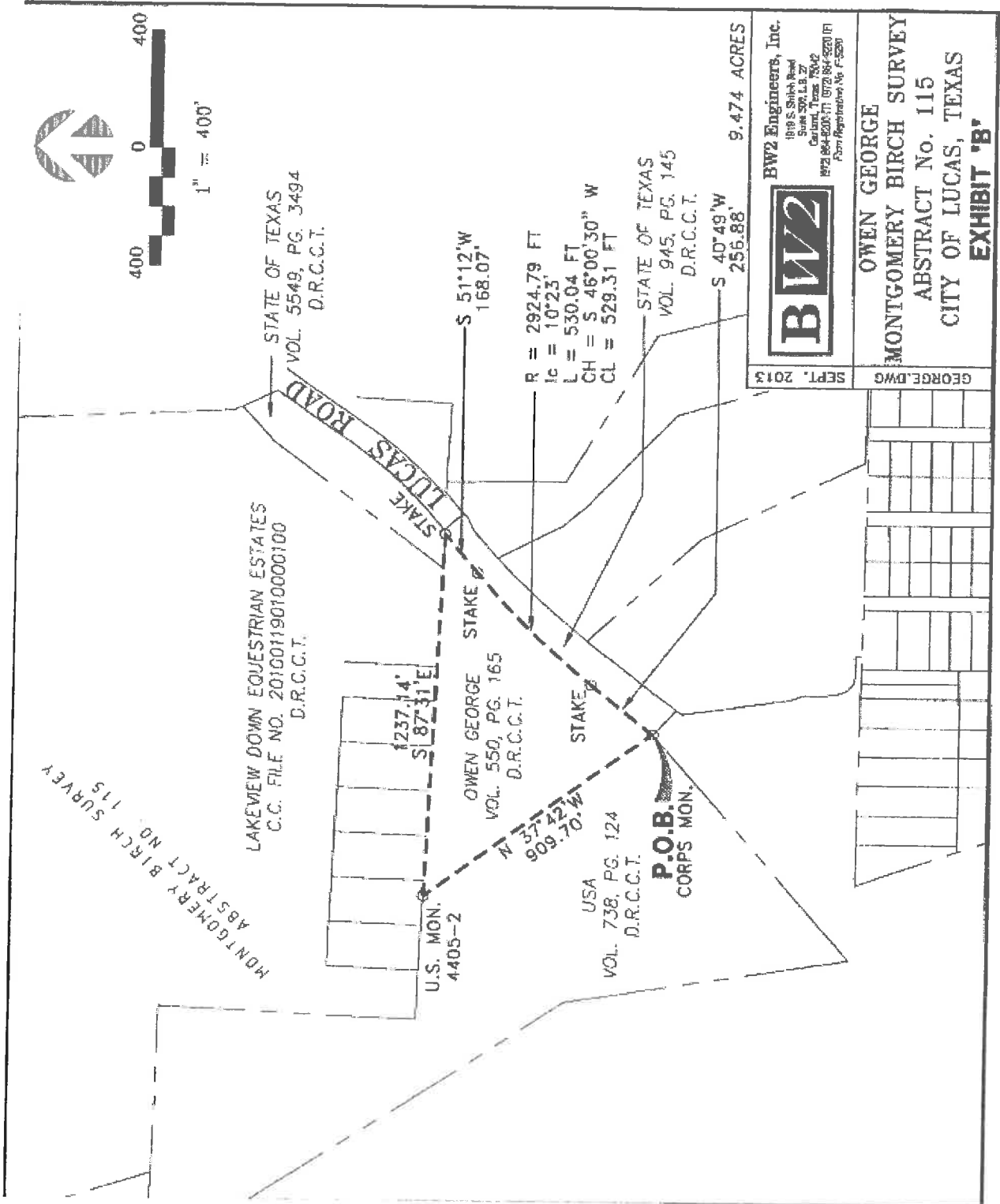
NOTES:

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**



BW2	
BW2 Engineers, Inc. 1819 S. Shiloh Road Suite 200, L.B. 27 Garland, Texas 75042 972.864-8200 (TX) 972.864-5220 (FL) Form Representative No. F-5280	
OWEN GEORGE MONTGOMERY BIRCH SURVEY ABSTRACT NO. 115 CITY OF LUCAS, TEXAS EXHIBIT 'B'	
SEPT. 2013 GEORGE.DWG	9.474 ACRES



City of Lucas
City Council Agenda
Meeting Date: August 21, 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 2nd Public Hearing, the 1st Public Hearing was held on August 7, 2014. An ordinance will be brought back for Council's consideration and action on September 4, 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, known as the Pattassery Parcel and further described as follows:

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.

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, 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 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
LOCATION: LUCAS, COLLIN COUNTY, TEXAS
PLAT OF EXHIBIT 'A', 10.00 ACRE ANNEXATION AREA

ANNEXATION JEAN J. PATTASSERY CITY OF LUCAS, TEXAS

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

NOTE:
 No field survey was performed to create this description. No attempt was made to verify deed calls or monumentation information. The description is copied from the original description contained in County Clerks File No. 20111220001576960 (DRGCT).



OWNER:
 JEAN J. PATTASSERY
 C.C. FILE NO. 20111220001376960
 D.R.C.C.T.

OWNER:
 BULLARD BROTHERS PROPERTY
 C.C. FILE NO. 20080214000180010
 D.R.C.C.T.
 LAKE LAVON

LINE TABLE

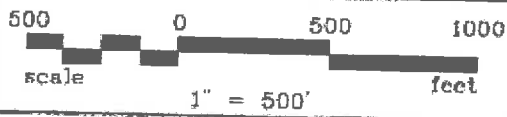
NO.	DIRECTION	DISTANCE
L1	S 28°12'00" E	233.09'
L2	S 42°02'53" E	108.66'
L3	S 48°08'33" E	417.96'
L4	S 16°36'29" E	633.63'
L5	N 88°25'35" W	13.05'
L6	N 67°47'44" W	329.98'
L7	N 27°10'23" W	592.80'
L8	N 43°49'48" W	500.53'

LINE TABLE

NO.	RADIUS	DELTA ANGLE	ARC LENGTH	CHRD DIRECTION	CHRD LENGTH
C1	2804.63	07°55'54"	388.28	N 45°42'53" E	387.97



BW2 ENGINEERS, INC.
 1919 S. Shiloh Road
 Suite 200, L.A. 27
 Garland, Texas 75042
 (972) 864-8200 (TX) (972) 864-8220 (FL)
 Firm Registration No. F-5290



BW2 JOB NO: 14-1658 DRAWN BY: BW2
 DATE: JUNE, 2014 CHECKED BY: RW2
 J:\14-1658\DRAWINGS\CASEMENTS\PARCEL3.DWG PAGE 3 OF 3



City of Lucas
City Council Agenda
Meeting Date: August 21, 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.

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 Mr. Biggs 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, this is the 2nd Public Hearing, the 1st Public Hearing was held on August 7, 2014. An ordinance will be back for Council's consideration and action on September 4, 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, 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;

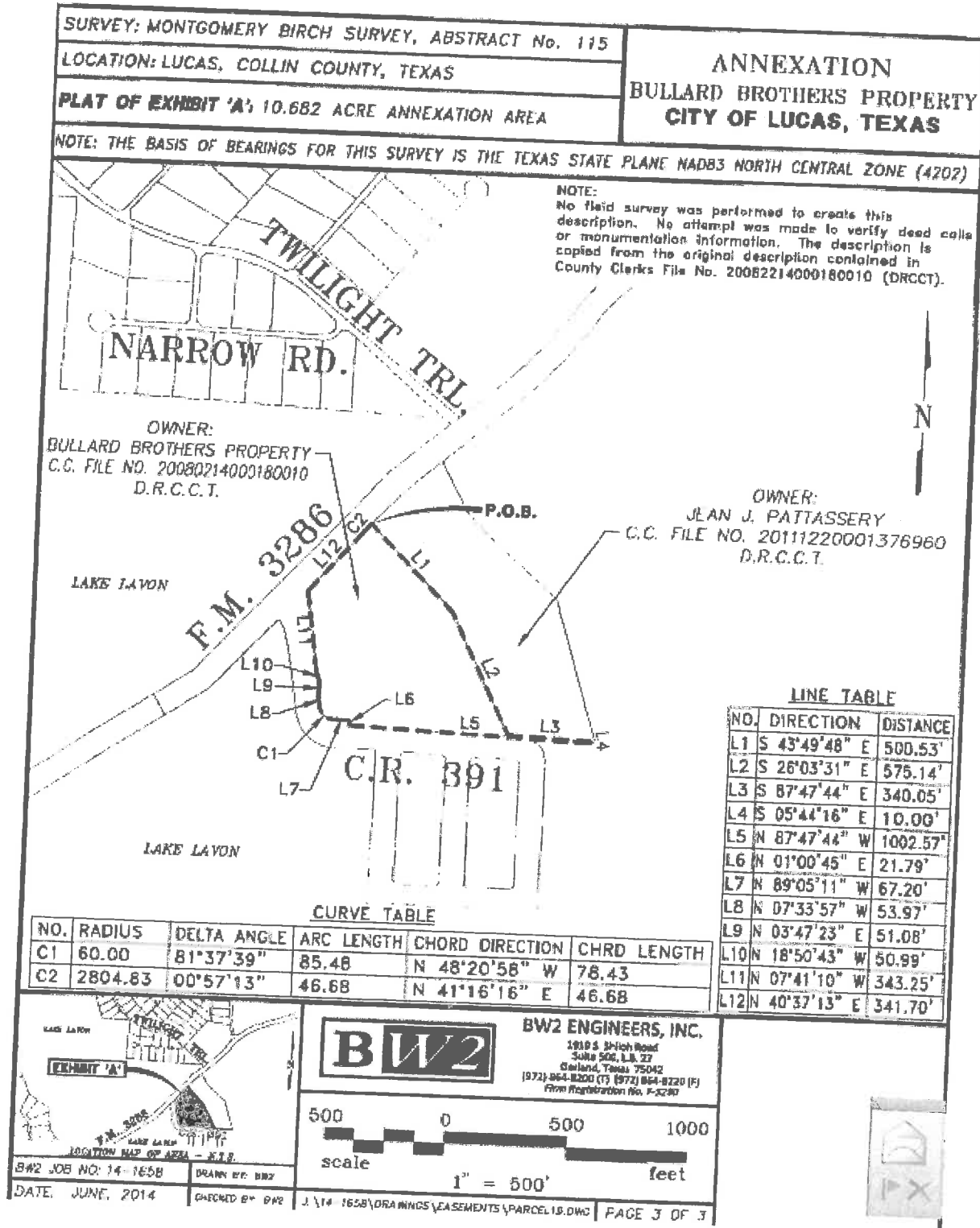
North $07^{\circ}41'10''$ West, 343.25 feet to a Right of Way Monument found marking the intersection of east Right of Way line of Count Road 391 with the southeasterly Right of Way line of FM 3286 and being the most westerly Northwest corner of herein described premises;

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





City of Lucas
Council Agenda Request
Meeting Date: August 21, 2014

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Consent and approve:

- a) The minutes from the August 7, 2014 City Council meeting.
[Wingo]
- b) **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.
- c) **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.

- d) The Collin County Interlocal Agreement Contract Amendment # 7 for On-Site Sewage Facility (OSSF) with all terms and conditions continuing in full force and effect, term of said agreement to be October 1, 2014 up to and including September 30, 2015.
- e) 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:

- 07a administrative approval.
- 07b SUP for Starbucks.
- 07c SUP for Wendy's.
- 07d Annual renewal of the OSSF contract with Collin County.
- 07e Site plan for Wendy's and Starbucks.

Attachments/Supporting Documentation:

- 1. 07a Minutes from the August 7, 2014 City Council meeting.
- 2. 07b **Ordinance # 2014-08-00782** SUP for Starbucks.
- 3. 07c **Ordinance # 2014-08-00783** SUP for Wendy's.
- 4. 07d Amendment # 7 of the Collin County agreement for OSSF.
- 5. 07e Site plan for Wendy's and Starbucks.

Budget/Financial Impact:

- 07a N/A
- 07b N/A
- 07c N/A
- 07d Terms and conditions remain in full force and effect, term of said contract to be October 1, 2014 up to and including September 30, 2014.

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

Recommendation:

Recommend approval.

Motion:

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



**City Council Regular Meeting
August 7, 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 (Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele (Absent)
Councilmember Jim Olk (Absent)
Councilmember Philip Lawrence

Staff Present (Absent):

City Attorney Joe Gorfida
City Secretary Kathy Wingo
Fire Chief Jim Kitchens
Utility Billing Coordinator Delta Moody
Human Resource Manager Cheryl Meehan
Development Services Director Joe Hilbourn

City Manager Joni Clarke
Finance Manager Liz Exum
Public Works Director Stanton Foerster

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Councilmember Philip Lawrence led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

There was no one present who wished to speak during 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]**

Councilmember Debbie Fisher provided an update on the drought conditions for the community.

Councilmember Steve Duke stated that the City of Lucas had just received the Friend of the 4-H award.

Public Hearing(s)

- 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 1st Public Hearing, the 2nd Public Hearing will be held on August 21, 2014.] [Hilbourn]**

The Public Hearing was opened at 7:06 p.m.

Michelle Burch, 2908 Opal Court, McKinney came forward to speak AGAINST this item.

Tracy Newton, 506 N. Benge, McKinney came forward to speak AGAINST this item.

The Public Hearing was closed at 7:11 p.m.

- 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 1st Public Hearing, the 2nd Public Hearing will be held on August 21, 2014.] [Hilbourn]**

The Public Hearing was opened at 7:12 p.m.

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

The Public Hearing was closed at 7:12 p.m.

- 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 1st Public Hearing, the 2nd Public Hearing will be held on August 21, 2014.] [Hilbourn]**

The Public Hearing was opened at 7:13 p.m.

Nathan Bullard, PO Box 398, Edgewood, TX came forward to speak AGAINST this item.

The Public Hearing was closed at 7:15 p.m.

- 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 2nd Public Hearing, the 1st Public Hearing was held by the Planning & Zoning Commission on July 10, 2014] [Hilbourn]**

The Public Hearing was opened at 7:25 p.m.

Jon Crayell, Civil Engineer, and Harry Chapman, Starbucks representative came forward to speak FOR this item.

The Public Hearing was closed at 7:26 p.m.

DIRECTIVE: Councilmember Wayne Millsap directed Staff to have this ordinance be brought back to include signage and the evaluations be corrected. Council agreed.

MOTION: Councilmember Debbie Fisher made a Motion to have the SUP come back with the monument signage shown, correct the evaluations, and configured to match the hours of operation set by the Planning & Zoning Commission, 5 AM to 12 midnight. Councilmember Wayne Millsap seconded the Motion. Motion failed. Vote: 2-3, Mayor Rebecca Mark, Councilmember Philip Lawrence, and Councilmember Steve Duke voting NAY.

MOTION: Councilmember Philip Lawrence made a Motion to have the SUP come back with the recommended changes and the hours of operation to be 5 AM to 11 PM, 7 days a week. Mayor Rebecca Mark seconded the Motion. Motion failed. Vote: 2-3, Councilmember(s) Debbie Fisher, Steve Duke, and Wayne Millsap voting NAY.

MOTION: Councilmember Wayne Millsap made a Motion to have the SUP come back with the aforementioned changes and the hours of operation to be 5 AM to midnight. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 3-2, Mayor Rebecca Mark and Councilmember Philip Lawrence voting NAY.

- 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 2nd Public Hearing, the 1st Public Hearing was held by the Planning & Zoning Commission on July 10, 2014**] [**Hilbourn**]

The Public Hearing was opened at 7:45 p.m.

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

The Public Hearing was closed at 7:45 p.m.

Irma Reiner, representative for Wendy's came forward to explain the evaluations and building façade.

DIRECTIVE: Staff is to bring the ordinance back to the next meeting to include the items identified by the Planning & Zoning Commission.

MOTION: Councilmember Wayne Millsap made a Motion to bring back SUP to reflect the signage on the site plan, hours of operation to be Monday – Friday, 5 AM to 1 AM, May 1st through September 1st, and 5 AM to 12 midnight, September 2nd through May 30th. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 3-2, Mayor Rebecca Mark and Councilmember Philip Lawrence voting NAY.

Consent Agenda

The Consent Agenda was presented for consideration and action.

MOTION: Councilmember Debbie Fisher made a Motion to approve the Consent Agenda as presented. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

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**]

Council suggested making two corrections: change 2 business days to 5 business days and call it a late notice.

MOTION: Councilmember Debbie Fisher made a motion to approve the Utility Billing Administrative Guidelines with the changes, the 15th day disconnect note to late notice, change 2 business days to 5 business days. Councilmember Wayne Millsap seconded the Motion. The second was removed for one final correction to authorize the City Manager to make any future revisions. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 5-0.

- 10) Discuss and consider the proposed City of Lucas' Tax Rate for Fiscal Year 2014 – 2015. **[Exum]**

MOTION: Councilmember Wayne Millsap made a Motion to accept Option #1, proposed tax rate of 32.0661 cents per \$100. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0. Councilmember Debbie Fisher, Councilmember Steve Duke, Councilmember Philip Lawrence, Councilmember Wayne Millsap, Mayor Rebecca Mark voting AYE. Councilmember Jim Olk and Mayor Pro Tem Kathleen Peele were absent.

- 11) Discussion only for the proposed City of Lucas' Budget for Fiscal Year 2014 – 2015. **[Exum]**

Discussion only, no action to be taken.

- 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]**

This item was removed from the agenda and will be brought for Council's consideration and action at the August 21, 2014 meeting.

- 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]**

MOTION: Councilmember Debbie Fisher made a Motion to approve 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. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

- 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]**

MOTION: Councilmember Debbie Fisher made a Motion to deny the 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. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

- 15) Discuss and consider accepting or rejecting the single bid for the Estates Parkway construction between Angel Parkway and Lovejoy High School. **[Foerster]**

This item was moved to the end of the agenda.

Mayor Rebecca Mark recused herself due to her residence location and left the meeting at 9:46 p.m.

Councilmember Debbie Fisher took control of the meeting.

MOTION: Councilmember Debbie Fisher made a Motion to reject the bid the single bid for the Estates Parkway construction between Angel Parkway and Lovejoy High School, and project will be sent out for another bid. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 4-0.

- 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]**

MOTION: Councilmember Wayne Millsap made a Motion to approve the 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, with putting in the 5 bullet points in the deliverables. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

- 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]**

Discussion only, no action will be taken until the September 4, 2014 City Council Regular Meeting.

- 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]**

MOTION: Councilmember Wayne Millsap made a Motion to get the Crown Victoria patrol vehicle that was used by the Collin County deputy on assignment with the City of Lucas returned to the City. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 5-0.

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

No action, this item will appear on the next several agendas.

Supplemental Agenda

Discuss and consider the Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding fire and emergency medical services and the level of future services, if any, to be provided to the District.

MOTION: Councilmember Wayne Millsap made a Motion to approve the Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding fire and emergency medical services and the level of future services, if any, to be provided to the District for the flat rate of \$175,000 and send a letter of termination of the existing agreement. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

20) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 9:49 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 4-0.

These minutes were approved by a majority vote of the City Council on August 21, 2014.

Rebecca Mark
Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary

<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 FOR APPROVAL OF THE ELEVATIONS PLAN ATTACHED HERETO AS EXHIBIT "C"; 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 the Elevation Plans attached hereto as Exhibit "C" made a part hereof for all purposes;
- (2) The Property shall only be used as a drive-through for Starbucks; and
- (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 21ST DAY OF AUGUST, 2014.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(08-08-14/66763)

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;

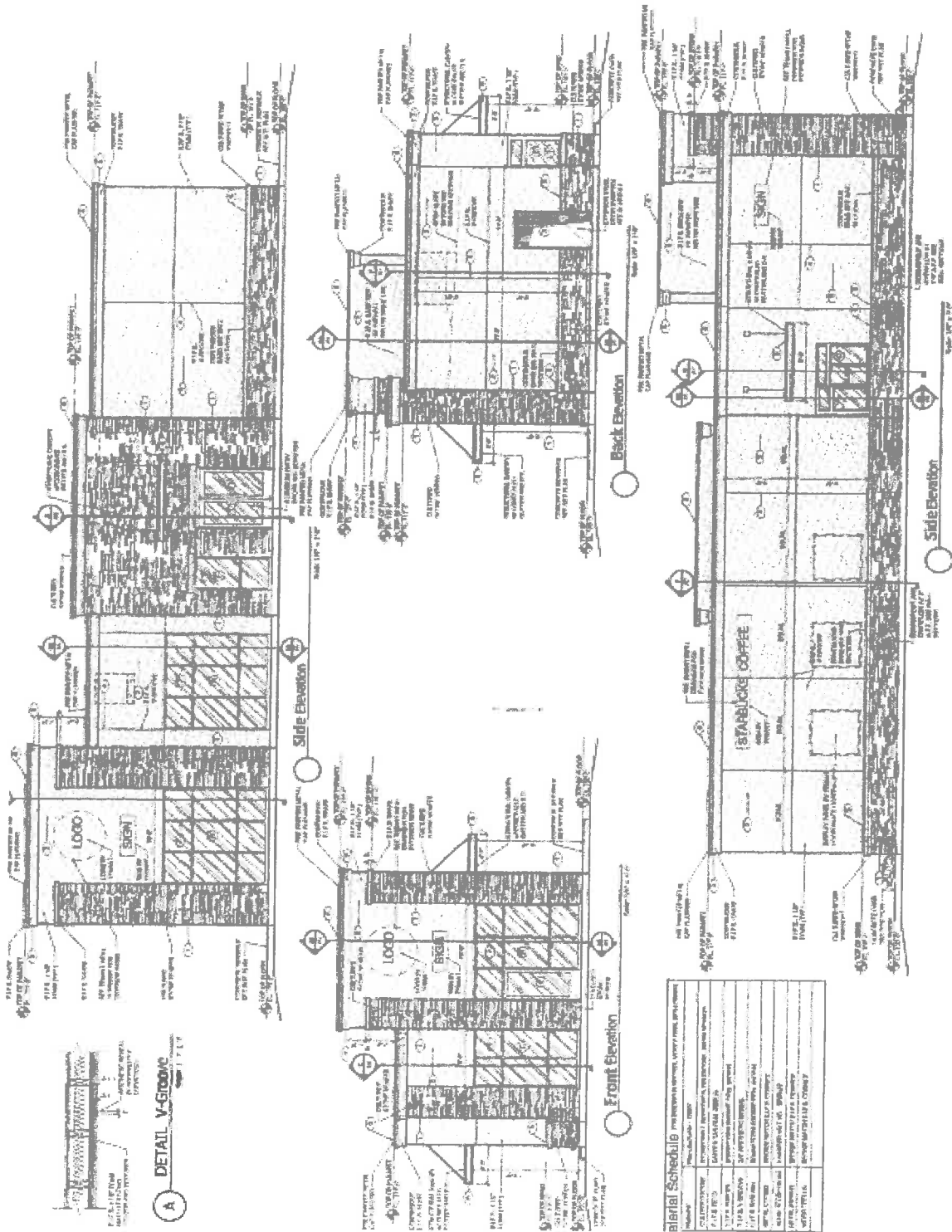
THENCE N 89°13'09" E (record bearing N 89°13'52" E), 249.76 feet to an "x" cut in concrete found;

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 "C" ELEVATIONS PLAN



<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 FOR THE APPROVAL OF THE ELEVATIONS PLAN ATTACHED HERETO AS EXHIBIT "C"; 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 the Elevations Plan attached as Exhibit "C", and made a 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 21ST DAY OF AUGUST, 2014.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

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

Kathy Wingo, TRMC, MMC, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

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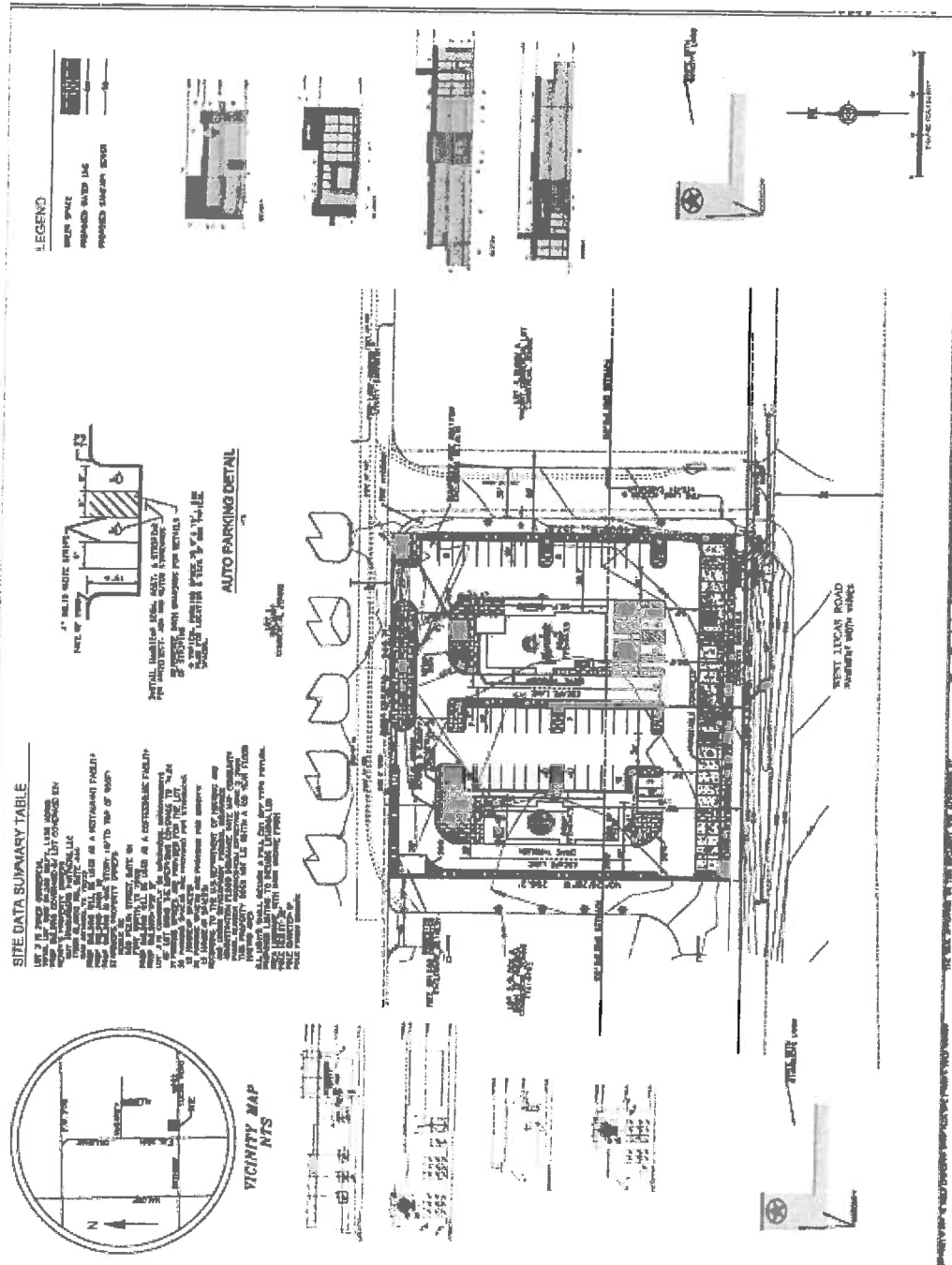
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EXHIBIT "B" SITE PLAN





Contract Amendment

Seven (7)

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

Vendor: City of Lucas
Mayor
665 Country Club Road
Lavon, Tx 75166

Effective Date 10/1/2014
Contract No. 10027-08
Contract Interlocal Agreement for On-Site Sewage
Facility (OSSF)

Awarded by Court Order No.:			
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2007-736-09-11</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2008-692-09-09</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2009-702-09-14</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2010-690-09-13</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2011-681-09-19</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2012-611-09-11</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2013-761-09-23</u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Amend Section 2 Term to read as follows:

The term of this Agreement shall be for the period beginning October 1, 2014 and shall continue in full force and effect up to and including September 30, 2015.

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

ACCEPTED BY:

City of Lucas
665 Country Club
Lucas, TX 75002

(Print Name)

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

Signature
Rebecca Mark

SIGNATURE

TITLE: Mayor

DATE: August 21, 2014

Michalyn Rains, CPPO, CPPB
Purchasing Agent

DATE: _____

REC'D AUG 11 2014



City of Lucas Council Agenda Request August 21, 2014

Name & Title of Requestor: Joni Clarke, City Manager

Agenda Item:

Discuss and consider the Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding fire and emergency medical services and the level of future services, if any, to be provided to the District.

Background Information:

Staff brought this item forward at the August 7, 2014 Lucas City Council meeting to receive direction and guidance. The City Council directed staff to draft a letter to provide the 60 day written notice to terminate the existing agreement and to work with the City Attorney on drafting a new Interlocal Cooperative Agreement to provide both fire related services and emergency medical services including patient transport. Staff mailed the notification via certified mail, return receipt requested to the Seis Lagos Utility District President and hand-delivered the information to the members of the Seis Lagos Utility District Board of Directors and to the Office Manager on August 12, 2014.

Attachments/Supporting Documentation:

1. Letter to Rolando Ramon, President of the Board of Directors for Seis Lagos Utility District dated August 12, 2014
2. Letter from Dr. Scott Corcoran dated July 28, 2014
3. City of Lucas Fire Department Budget for Fiscal Year 14/15
4. Calculation for services associated with existing agreement for 10/1/14 through 10/15/14
5. New/Proposed Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District

Budget/Financial Impact:

As directed, the new Interlocal Cooperation Agreement has a flat fee of \$175,000 annually.

Recommendation:

This item is proactively being placed on the agenda should additional action by the City Council be warranted.

Motion:

N/A



City of Lucas

665 Country Club Road • Lucas, Texas 75002-7651
Telephone (972) 727-8999 • Fax (972) 727-0091 • www.lucastexas.us

August 12, 2014

Mr. Rolando Ramon, President
Seis Lagos Utility District
220 Seis Lagos Trail
Wylie, TX 75098

Re: Agreement for Emergency Medical and Fire Services

Dear Mr. Ramon:

Please allow this letter to serve as the City's sixty (60) day written notice to terminate the Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos for Emergency Services (the "Agreement") pursuant to Section 2.2. The services shall terminate on October 16, 2014.

On June 18, 2014, a meeting was held with you and your office manager, Shannon Kraus, regarding the City's position as it relates to the provision of fire and emergency medical services for the Seis Lagos Utility District. City staff advised you and Ms. Kraus that it was the City's position that it was no longer willing to provide emergency services relating only to fire suppression; however, the City was very willing to amend the Agreement to include both EMS and fire related services. City staff believed at the conclusion of that meeting that an understanding had been reached to proceed with an amended agreement since providing fire suppression services only was no longer an option. However, the City was then notified in an email dated August 1, 2014, that Seis Lagos desired to move forward with the existing Agreement. Since the current Agreement does not include emergency medical services, the City has no desire to move forward with only providing fire services for fiscal year 2014-2015.

Some of the reasoning behind the City's decision to require emergency medical services as part of the emergency services is highlighted in a letter from Dr. Scott Corcoran, who serves as the Medical Director for the Emergency Department at the Medical Center of McKinney and as Medical Director for the Lucas Fire Department. In order to ensure the best possible patient care, the City will not engage in practices that do not comply with the highest possible standards. A copy of Dr. Corcoran's letter is enclosed for your reference.

Mr. Rolando Ramon, President
Seis Lagos Utility District
August 12, 2014
Page 2

Additionally, in compliance with the terms of the Agreement, paragraph (f) of Article III "Cost for Services", the City shall provide you with the annual contract amount for providing fire services only through October 15, 2014. This amount shall be provided prior to September 1, 2014. A copy of this calculation is enclosed for your reference.

In the event the Seis Lagos Board of Directors desires that the City provide both fire and emergency medical services, the City is offering a new agreement, a copy of which is enclosed. This agreement shall offer both services for a flat rate of \$175,000 annually (with quarterly installment payments), representing an increase of approximately 11.4%. For informational purposes, during the 2013 calendar year, the City had 33 calls for emergency medical services in the Seis Lagos Utility District.

I would request that you please include this matter at your next Board of Directors meeting for consideration.

Sincerely,

Joni Clarke
City Manager

Enclosures:

1. Letter from Dr. Scott Corcoran
2. City of Lucas Fire Department Budget for Fiscal Year 14/15
3. Calculation for services associated with existing agreement for 10/1/14 through 10/15/14
4. New Agreement

Copy:

Rebecca Mark, Mayor, City of Lucas
Joseph J. Gorfida, Jr., City Attorney, City of Lucas
Brett Faucett, Board Member, Seis Lagos Utility District
Keith Weinman, Board Member, Seis Lagos Utility District
Jennifer Hart, Vice President, Seis Lagos Utility District
Nick Calautti, Secretary, Seis Lagos Utility District
Shannon Kraus, Office Manager, Seis Lagos Utility District

July 28, 2014

Mayor Mark and Esteemed City Council Members:

I have had the honor of working as medical director with the Lucas Fire Department for the past year. During that time I have seen the department grow from a volunteer service to a full-time Advanced Care Life Support transporting service. I have watched the members of the department put in many hard hours studying protocols, learning new materials and practicing their skills. I am proud to call myself their medical director and consider myself lucky to have them available if me or my family were to have a medical emergency.

The Lucas Fire Department currently serves the citizens of Lucas as well as nearby people outside city limits but not within the city limits of another municipality. Unfortunately, the people living just outside city limits do not receive the same level of professional care as the citizens of Lucas. While the Lucas Fire Department is first on scene to provide initial care, these people have to wait for an ambulance from Wylie to transport them to the hospital. As a citizen of Lucas and the medical director for the Lucas Fire Department, I feel this is not a good practice for the reasons outlined below.

1. Time is crucial. Whether it is heart attack, a stroke or a major trauma, any delay, even a few minutes, can result in increased risk of death and increase chance of having worse disability. Our medical team is always on scene first and there is always delays in patient transport due to waiting on transport, giving patient report to the other ambulance and the other ambulance crew repeating the same questions or interventions already performed. In critical patients, these minutes can add up quickly and the results can be devastating.
2. Handoffs lead to error. It is well documented in the medical literature that handoffs in patient care are one of the greatest areas in error. The more times a patient's care is transitioned, the more likely a mistake is made. Whether it is a miscommunication about allergies, test results or medications administered, any time a report is given, the chance for error goes up.
3. Liability exposure. Any time there is a bad outcome in patient care, there is a risk for legal action. When legal action occurs, frequently anyone involved with the care of the patient is involved. If a patient were to have a bad outcome because of delays in transport or a communication error between two ambulance crews, I fear the City of Lucas would be at risk.
4. Professionalism. I have witnessed first hand the vast difference in courtesy and professionalism exhibited by the Lucas Fire Department as compared to other agencies. Whenever I take care of a patient in the Emergency Department brought in by Lucas Fire, I ask them about their experience with the EMS crew and universally they comment on how they helped put them at ease and make a medical emergency as pleasant as possible. On the other hand, I've seen other EMS services act in a rude and unprofessional manor and sometimes encourage patients that need medical attention to refuse transport.

As you can read, there are many reasons why I feel we should transport patients in areas where we are first responders. We provide excellent service and it is our civic duty and responsibility to serve those in need.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Scott Corcoran', with a long horizontal flourish extending to the right.

Scott Corcoran, M.D.
Medical Director Lucas Fire Department
Medical Director Emergency Department, Medical Center of McKinney

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
PERSONNEL SERVICES								
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	347,500.00	2 reclassifications
6300-111 SALARIES - OVERTIME	258.62	46,600.00		46,600.00	19,029.93	46,600.00	46,600.00	
6300-112 WORKERS' COMPENSATION	15,415.20	24,357.05		24,357.05	24,293.30	24,357.05	25,000.00	
6300-113 LONGEVITY PAY	426.00	552.46		552.46	552.46	552.46	852.00	
6300-122 TMRS	7,797.47	38,628.00		38,628.00	21,892.82	38,628.00	46,891.00	Rate incr to 9.79%
6300-123 GROUP INSURANCE	9,639.71	58,146.00		58,146.00	36,806.21	58,146.00	64,031.00	Inc costs 7%
6300-124 AFLAC	371.45	2,490.00		2,490.00	1,338.01	2,490.00	2,400.00	
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	7,684.00	
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	596.06	2,193.00		2,193.00	1,261.66	2,193.00	3,273.00	
TOTAL PERSONNEL SERVICES	192,085.53	657,016.79	3,100.00	660,116.79	407,371.41	660,116.79	673,045.00	
MATERIALS & SUPPLIES								
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	5,350.51	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	2,550.00	3,800.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	Paper supplies/bathroom, kitchen, etc
6300-227 PREVENTION ACTIVITIES	2,550.00	3,800.00		3,800.00	85.00	3,800.00	3,200.00	
TOTAL MATERIALS & SUPPLIES	93,689.35	164,131.22	-	164,131.22	69,000.64	164,131.22	109,010.00	
MAINTENANCE & REPAIR								
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	32,229.00	
6300-233 EQUIPMENT MAINT	2,999.18	3,000.00		3,000.00	472.75	3,000.00	3,000.00	
TOTAL MAINTENANCE & REPAIR	37,789.83	44,650.00	-	44,650.00	28,517.90	44,650.00	48,229.00	
PURCHASED SERVICES								
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	26,550.00	140,200.00	35,053.19	140,200.00	84,335.00	\$24K Medic oversight/\$10K Dunker g \$11k exp tests/\$18k immunizations \$12.5K radio/service/\$3.5 medical/b \$2.5k class renew/\$9k AED batteries
6300-312 PARAMEDIC SCHOOL	5,700.00	7,600.00		7,600.00	-	7,600.00	10,400.00	\$3045 Fireshouse/\$1295 Fire Mgr \$400 Hazmat/\$150 Weather tap
6300-313 MAINTENANCE AGREEMENTS	3,508.99	4,100.00	450.00	4,550.00	3,254.00	4,550.00	4,890.00	
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	2,491.34	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	
TOTAL PURCHASED SERVICES	311,871.30	436,840.13	27,000.00	463,840.13	246,837.05	463,840.13	358,033.47	
GENERAL & ADMINISTRATIVE SERVICES								
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	TICFP/FIANT/CLIA/SPFMA/DSHA/NR
6300-444 MEDICAL EXAMINATIONS	963.00	1,600.00		1,600.00	188.00	1,600.00	1,600.00	Budget In Admin
6300-447 EMERGENCY MANAGEMENT SERV	5,989.47	7,500.00		7,500.00	2,335.04	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	
TOTAL GENERAL & ADMINISTRATIVE SERVICES	23,791.14	38,170.00	-	38,170.00	13,467.23	38,170.00	25,895.00	
CAPITAL OUTLAY								
8300-200 BUILDING IMPROVEMENTS	-	-		-	-	-	-	
8300-413 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
TOTAL CAPITAL OUTLAY	73,044.36	409,388.79	-	409,388.79	396,859.39	409,388.79	16,500.00	
TOTAL FIRE	732,271.51	1,750,196.93	30,100.00	1,780,296.93	1,162,053.62	1,780,296.93	1,230,706.47	

City of Lucas
Incremental Budget Costs
FY 2014-2015 Fire Department

Salaries	\$ 347,500.00
Overtime	\$ 46,600.00
TMRS	\$ 34,020.00
Group Insurance	\$ 51,744.00
Medicare	\$ 6,403.00
Medical Oversight/Prof Serv	\$ 24,000.00
EMS Lease Equip/Ambulance	\$ 62,688.00
Laptop	\$ 2,500.00
EMS BUDGET	<u>\$ 575,455.00</u>

INTERLOCAL FIRE SERVICE PROTECTION CALCULATION
 BETWEEN CITY OF LUCAS AND SEIS LAGOS UTILITY DISTRICT
 FOR FISCAL YEAR 2014-2015 (ESTIMATE) FIRE SERVICES ONLY

TOTAL CERTIFIED TAXABLE VALUE OF SEIS LAGOS * PRELIMINARY ESTIMATE PER CAD	\$129,295,234	
TOTAL CERTIFIED TAXABLE VALUE OF LUCAS * PRELIMINARY ESTIMATE PER CAD	\$692,727,308	
TOTAL COMBINED TAX VALUES	\$822,022,542	
LUCAS FIRE DEPARTMENT BUDGET FY 2014-2015 (ESTIMATE) FY 14-15 DEBT SERVICE FIRE DEPT MINUS EMS MINUS 911 DISPATCH	\$1,230,706 \$183,838 (\$575,455) (\$30,000)	
ADJUSTED ANNUAL FIRE DEPARTMENT BUDGET	\$809,089	
DIVIDED BY TOTAL COMBINED TAX VALUES	\$822,022,542	
RATE	0.0984%	
TOTAL CERTIFIED APPRAISED VALUE OF SEIS LAGOS FOR FISCAL YEAR 2014-2015 PRELIMINARY ESTIMATE	\$ 129,295,234	
TIMES RATE	0.000984	
2014-2015 CONTRACT RATE BEFORE DISPATCH CHARGES	\$ 127,261	
DISPATCH CHARGES PER CITY OF PLANO	6,786	
TOTAL 2014-2015 CONTRACT RATE INCLUDING DISPATCH	\$ 134,047	
CONTRACT BILLED AMOUNT FISCAL YEAR 2013-2014 EXCLUDING DISPATCH 15% MAXIMUM INCREASE	157,064.55	
CALCULATION FY 2014-2015 (ESTIMATE)	\$ 127,260.88	
DIFFERENCE BETWEEN MAX AND NEW CALCULATION	127,260.88	
DEFERRAL FY 15-16 DEFERRAL FY 16-17		
QUARTERLY AMOUNTS DUE: No Deferral	127,261	
FIRST QTR FY 14-15	\$31,815	DUE 1-15-15
SECOND QTR FY 14-15	\$31,815	DUE 4-15-15
THIRD QTR FY 14-15	\$31,815	DUE 7-15-15
FOURTH QTR FY 14-15	\$31,815	DUE 10-15-15
CONTRACT TOTAL EXCLUDING DISPATCH	\$127,261	
ANNUAL DISPATCH	\$6,786	
TOTAL CONTRACT AMOUNT INCLUDING DISPATCH	\$134,047	
CALCULATION PER DAY FOR FIFTEEN DAYS	\$ 348.66	
	\$ 5,229.90	

* PER COLLIN CENTRAL APPRAISAL DISTRICT WEBSITE
 CERTIFIED EXISTING PROPERTY TAXABLE VALUE

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Lucas, Texas, (“City”) and the Seis Lagos Utility District (“Seis Lagos”), (each a “Party” and collectively the “Parties”), acting by and through their authorized officers.

RECITALS:

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement for Emergency Services dated November 16, 2009 (the “Agreement”);

WHEREAS, the Parties desire to enter into a new Interlocal Cooperation Agreement for the purposes of adding emergency medical services to include patient transport to the “Emergency Services” provided by the City and to provide for an annual compensation rate for Emergency Services; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide for Emergency Services; and

WHEREAS, the Parties further desire to secure the benefits of the protection of life and property from fire or explosion by entering into this Agreement for establishing investigative resources to conduct the cause and origin investigation of fires and explosions to perform any latent criminal investigations resulting from said fires or explosions; and

WHEREAS, each Party shall make the payments required under this Agreement from current available revenue;

NOW THEREFORE, in consideration the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I

Firefighting and Emergency Services

1.1 Upon the request of Seis Lagos or upon receipt of a call for Emergency Services within the scope of services to be provided hereunder, City shall, based upon availability, dispatch firefighting, emergency medical service, patient transport, disaster support, and related equipment and personnel (“Emergency Services”) to any point designated within the territorial limits of Seis Lagos. The details as to the amounts and types of assistance to be dispatched and/or employed, methods of dispatching and communications, personnel training and operations procedures shall be within the discretion of the Fire Chief of the City of Lucas.

1.2 The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- (a) City shall extend its 911 emergency call and dispatch system to Seis Lagos;
- (b) City will provide the same level and quality of service in performing the terms of this Agreement as are provided in the corporate boundaries of the City. City shall take all actions necessary to include Seis Lagos in its emergency service area/district as necessary for Seis Lagos to receive the benefit of participation by the City in Collin County mutual aid or similar agreements. Nothing contained in this Agreement, however, shall require City to construct new facilities, purchase new equipment or retain additional personnel where, in the discretion of the Fire Chief and/or City Manager sufficient equipment, personnel and facilities exist or are available to accommodate appropriate levels of readiness and protection. City does not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality; and
- (c) Seis Lagos agrees to provide City with a copy of the latest official map of Seis Lagos following execution of, and for the duration of, this Agreement.

Article II
Term and Termination

2.1 This Agreement shall begin on the last date all Parties have executed this Agreement ("Effective Date") and shall continue until September 30, 2015. This Agreement shall automatically renew on October 1 of each year for additional one (1) year terms unless otherwise terminated by either Party as provided herein.

2.2 Either Party may terminate this Agreement by giving the other Party sixty (60) days advance written notice of its intent to terminate.

2.3 If Seis Lagos fails to make a quarterly payment of an Annual Contract Amount due hereunder, City may terminate this Agreement after providing written notice to Seis Lagos that payment has not been received; and, if Seis Lagos fails to tender payment within thirty (30) days of receipt of said notice, the City shall send written notice that the Agreement has been terminated if payment is not received during the thirty (30) day notice period.

Article III
Costs for Services

3.1 Seis Lagos agrees to pay City an annual contract amount for Emergency Services based upon a fiscal year with an October 1 state date in the amount of One Hundred Seventy-Five thousand Dollars (\$175,000.00).

- (a) The Annual Contract Amount shall be paid in four equal quarterly payments due on or before the fifteenth (15th) day of each quarter, as follows:

- 1. October 15;

2. January 15;
 3. April 15; and,
 4. July 15.
- (b) City agrees to furnish Seis Lagos with the Annual Contract Amount for the next annual period to start October 1, not later than the immediately preceding September 1.
- (c) If this Agreement is terminated by either Party as provided herein, the Annual Contract Amount to be paid by Seis Lagos during the then current year shall be pro-rated for that portion of the year in which services under this Agreement were provided; and, following the termination date, Seis Lagos shall pay to City in full any Amortized Payments that carried forward within ninety (90) days following the termination date.
- (d) City shall notify Seis Lagos in writing of any upcoming increase in an Adjusted Annual Fire Department Budget that is attributable to adding paid staff and/or firefighters to the Fire Department or constructing another fire station at least nine (9) months prior to the start of the fiscal year that City anticipates such cost increases going into effect. Such notification is not required to contain exact cost figures, but must contain a reasonable and good faith estimate of the anticipated increase in the future Adjusted Annual Fire Department Budget so that Seis Lagos can estimate the amount of future Annual Contract Amounts.

Article IV Independent Contractor

The Parties intend that City, in performing services specified in this Agreement, shall act as an independent contractor of Seis Lagos and City shall have control of its work and the manner in which it is to be performed. No employee, agent or representative of City shall be deemed to be an employee, agent, or representative of Seis Lagos.

Article V Sovereign Immunity

The Parties hereto are political subdivisions of the State of Texas, each of which has official and sovereign immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity nor shall any provisions of this Agreement be deemed to create any rights to any person not a signatory hereto.

Article VI Liability

6.1 City has and will maintain in full force and effect policies of public liability insurance covering all Parties in the event of loss, damage or injury, to persons or property which may arise from the provision of service under this Agreement. The Parties agree that they shall

be responsible for civil liabilities in the manner provided by Section 791.006(a) of the Texas Interlocal Cooperation Act, as it existed on October 1, 2014. The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.2 In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal civil lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that are provided by the Party's insurance carrier that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the Party.

Article VII Miscellaneous

7.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other Party hereto. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

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

7.4 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

7.5 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

7.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

7.7 Notice. Any notice permitted or required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, to: City Manager
 City of Lucas
 665 Country Club Road
 Lucas, TX 75002

If to Seis Lagos, to: President
 Seis Lagos Utility District
 220 Seis Lagos Tr.
 Wylie, TX 75098

7.8 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 its legal counsel.

7.9 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.

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

(signature page to follow)

EXECUTED THIS _____ day of _____, 2014.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Attest:

By: _____
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(08-11-14/67550)

EXECUTED THIS _____ day of _____, 2014.

Seis Lagos Utility District

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Julie Fort
Attorney for Seis Lagos Utility District



City of Lucas
City Council Agenda Request
Meeting Date: August 21, 2014

Name & Title of Requestor: Joseph Hilbourn Development Services Director

Agenda Item:

Discuss and consider a request by Mike Phipps on behalf of LCA for an amendment to an approved development agreement for Lucas Christian Academy. The Amendment is to allow LCA to install flex base temporary parking in phase 2 without triggering the requirement to pay impact fees.

Background Information:

When the city approved the development agreement with LCA it was with the stipulation that if any construction took place in phase 2 of their project, LCA would pay the deferred impact fees in full. LCA did not realize that additional temporary parking in phase 2 would trigger the requirement to pay the deferred impact fees.

Attachments/Supporting Documentation:

1. Development Agreement

Budget/Financial Impact:

None

Recommendation:

Approve as requested.

Motion:

I make a Motion to **approve/deny** a request by Mike Phipps on behalf of LCA for an amendment to an approved development agreement for Lucas Christian Academy. The Amendment is to allow LCA to install flex base temporary parking in phase 2 without triggering the requirement to pay impact fees

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made by and among the City of Lucas, Texas (the “City”) and Lucas Christian Academy, Inc., a Texas non-profit corporation, (the “Academy”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

RECITALS

WHEREAS, the Academy owns approximately 15.875 acres of property located at 505 W. Lucas Road, in Lucas, Texas, being further described in Exhibit “A” (“Land”), and intends to construct a private school in two phases. Phase One construction shall consist of a 41,000 square foot school building; and, Phase Two construction shall consist of a Gym to Theater Conversion, Double Court Basketball and Volleyball Gym, Field House, Sports Fields, and Parking Lot (hereinafter defined as the “Completed Facility”) on the Land; and

WHEREAS, pursuant to Chapter 395 of the Texas Local Government Code, the City has adopted an ordinance that assesses roadway and water impact fees against new development and requires such fees to be paid at the time the City issues a building permit; and

WHEREAS, the Academy has advised the City that a contributing factor that would assist them in the development of the Completed Facility would be an agreement by the City to allow the Academy to pay the roadway impact fees in the amount of \$74,201.43 (the “Impact Fees”) over a five (5) year period; and

WHEREAS, the City Council has determined that entering into a Development Agreement that allows the Academy to make five (5) annual payments of the Impact Fees will further assist the Academy in its development of the Completed Facility; and, that the City and its inhabitants will benefit from the construction of the Completed Facility;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Academy” shall mean Lucas Christian Academy, a Texas non-profit corporation.

“Approved Plans” shall mean the approved Roadway Improvement Plans.

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

“Commencement of Construction” shall mean at the time the Academy requests a building permit for Phase Two.

“Completion of Construction” shall mean that (i) the construction of the Roadway Improvements has been substantially completed in accordance with the Approved Plans; and (ii) the Roadway Improvements have been accepted by the City in writing.

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

“Expiration Date” shall mean the Parties have fully satisfied their respective obligations herein or January 25, 2019, whichever occurs first.

“Impact Fees” shall mean roadway impact fees assessed by the City against the Land in the amount of \$74,201.43.

“Phase Two” shall mean the Commencement of Construction of any of the following: the conversion of the Gym to a Theater, Double Court Basketball and Volleyball Gym, Field House, Sports Fields, and Parking Lot or the Commencement of Construction on the Land of any additional facilities.

“Roadway Improvement” shall mean a turn lane on highway right-of-way of 1378 between Edgewood Drive and West of FM 3286 as further described and depicted in Exhibit “B”.

Article II

Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Impact Fee Payment

Subject to the Academy’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to allow the payment of the Impact Fees over a five (5) year period provided Commencement of Construction for Phase Two does not occur prior to January 25, 2019. The first payment in the amount of \$14,840.20 shall be paid by the Academy on or before January 25, 2015, with the remaining four (4) payments in the amount of \$14,840.20 being due by January 25 of each subsequent year (2016, 2017, 2018 and 2019). In the event that Commencement of Construction for Phase Two occurs prior to January 25, 2019, the remaining Impact Fee balance shall be paid to the City prior to issuance of a building permit.

**Article IV
Roadway Improvement**

Academy shall cause the Completion of Construction of the Roadway Improvements as further described and depicted in Exhibit "B" on or before August 15, 2015. Design plans for the construction of the Roadway Improvements shall be submitted to the City for review and approval prior to the Commencement of Construction. Academy further agrees to escrow funds with the City in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Escrow Funds") on or before January 5, 2015. The Escrow Funds shall be held by the City and applied solely towards the design and construction of the Roadway Improvements. If the design and construction of the Roadway Improvements exceeds the total amount of the Escrow Funds deposited with the City, Academy shall deposit the additional amounts with the City to be held and applied towards the costs of the Roadway Improvements. A final certificate of occupancy will not be issued until the completion of the Roadway Improvements.

**Article V
Traffic Control**

Academy shall provide traffic control at the direction of the City until the Completion of the Construction of the Roadway Improvement. TCLOSE certified law enforcement officer shall be provided for the traffic control. Academy shall be solely responsible for the costs associated with such traffic control.

**Article VI
Termination**

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date;
- (c) by any Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (d) by City and/or Academy, 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**

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.2 Limitation on Liability. It is understood and agreed between the Parties that the City and the Academy, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third-parties in connection with these actions.

7.3 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.

7.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

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

With a copy to:

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

If intended for Academy, to:

Lucas Christian Academy
Attn: Michael T. Phipps
President, LCA Advisory Board
505 West Lucas Road
Lucas, Texas 75002

7.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

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

7.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

7.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, 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 shall 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.

7.10 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Academy without the prior written consent of the City.

7.11 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

7.12 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments to this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Land.

7.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties.

[Signature Page to Follow]

EXECUTED in duplicate originals the 17th day of July, 2014.

City of Lucas, Texas



By:

Rebecca Mark
Rebecca Mark, Mayor

Attest:

By:

Kathy Wingo
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By:

Joseph J. Gorfida, Jr.
Joseph J. Gorfida, Jr., City Attorney
(06-10-14/66585)

EXECUTED in duplicate originals the ____ day of _____, 2014.

Lucas Christian Academy

By:

Michael T. Phipps
Michael T. Phipps
President, LCA Advisory Board

Exhibit "A"
Legal Description

Situated in Collin County, Texas, and being called 15.875 +/- acres tract of land situated in the Lucas Christian Church addition, Block A, Lot 1 in the City of Lucas of Collin County, Texas. Otherwise known as 505 West Lucas Road Lucas Texas, 75002.

Exhibit "B"
Roadway Improvements

Exhibit "B" Roadway Improvements

Permit to Construct Access Driveway Facilities on Highway Right of Way

Form 1058
(Rev. 04/10)
Page 1 of 2



PERMIT NUMBER:		2014 0326 FMI 1378			
REQUESTOR	GPS* LATITUDE, LONGITUDE	ROADWAY		FM	1378
		FOR TxDOT'S USE			
NAME	Stanton Foerster, City of Lucas	CONTROL	1392		
		SECTION	01		
MAILING ADDRESS	665 Country Club Dr				
CITY, STATE, ZIP	Lucas, Texas 75002-7651				
PHONE NUMBER	469-222-8140 cell 972-727-6999 office				
*GLOBAL POSITIONING SYSTEM COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY					

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Stanton Foerster, City of Lucas, hereinafter called the Permittee, to construct / reconstruct a turn lanes Lucas Christian Academy (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number 1378 in Collin County, located between Edgewood Drive and Edgefield Drive and west of FM 3286 in Lucas, Texas.

USE ADDITIONAL SHEETS AS NEEDED

Subject to the Access Driveway Policy described on page 2 and the following:

- The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
- Design of facilities shall be as follows and/or as shown on sketch on page 2 and is subject to conditions stated below:

Lucas Christian Academy

* Lane Closure must be between 9:00 A.M. to 3:30 P.M.

** Re-vegetation in the right of way must be established prior to final inspection.

*** Minimum of 10 ft asphalt pavement to State Road are required when state roadway are paved with asphalt.

*** The permittee shall contact the the state's representative when state ROW portion of work is complete for final inspection.

All construction of materials shall be subject to inspection and approval by the State.

- Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
- The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
- Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
- The State reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.
- This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
- The Permittee will contact the State's representative Ray Hejke telephone, (972) 547-2345, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
- The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

3-26-14

Date of Issuance

Ray Hejke

State Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: 3/12/2014

Signed:

SA Ft

(Property owner or owner's representative)



Google earth

feet
meters



lucas christian academy

70: 70

11.31.31

W. LUCAS ROAD (F.M. 1378) ADJACENT TO LUCAS CHRISTIAN ACADEMY

PROPOSED PAVEMENT WIDENING

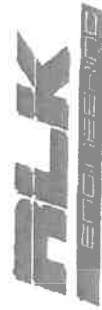
NOTE: THE POSTED SPEED LIMIT FOR F.M. 1378: 80 MPH

LOCATION MAP



Lucas Christian Academy
415 W. Lucas Road
Lucas, Texas 75002
(972) 429-4362

City of Lucas
665 Country Club Road
Lucas, Texas 75002
(972) 727-8999



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax

SHEET INDEX

SHEET #	DESCRIPTION
1	Title Sheet
2 - 3	Paving Plan & Profile Sheets
4	Drainage Area Map & Calculations
5	Grading Plan
6	Permanence Traffic Control Plan
7	Work Zone Traffic Control Plan
8	Erosion Control Plan
9 - 29	Taboot Standard Detail Sheets
	9 - P&T-89
	10-13 - P&T-91-12
	14 - E&C-09
	15 - E&C-83
	16-17 - E&C-83
	18-23 - NC (1-12)-07

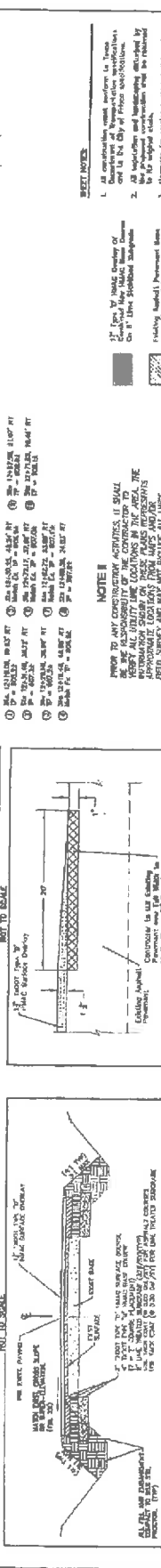
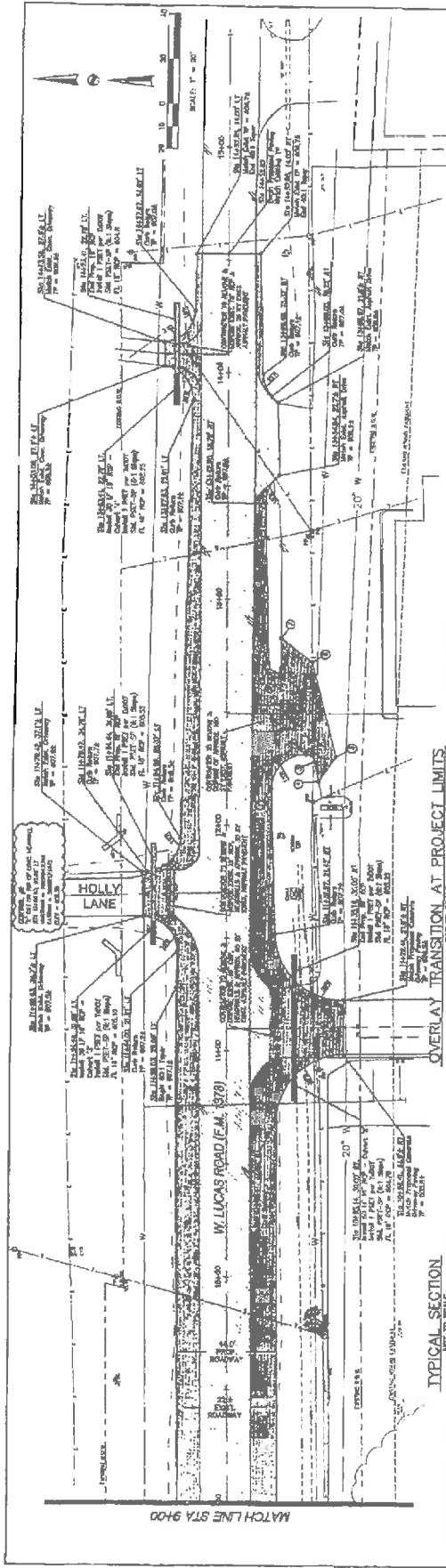
ALL DIMENSIONS UNLESS SPECIFICALLY NOTED IN THE BODY OF THIS SHEET SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS SET FORTH IN THE TEXAS STANDARD SPECIFICATIONS AS BEING AVAILABLE TO THE PUBLIC.

SHEET NOTES

- 1) ALL DIMENSIONS UNLESS SPECIFICALLY NOTED IN THE BODY OF THIS SHEET SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS SET FORTH IN THE TEXAS STANDARD SPECIFICATIONS AS BEING AVAILABLE TO THE PUBLIC.
- 2) DIMENSIONS INDICATED BY THE SCALE REPRESENTATION OF THIS SHEET SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS SET FORTH IN THE TEXAS STANDARD SPECIFICATIONS AS BEING AVAILABLE TO THE PUBLIC.



PROJECT: 13089
JOHN E. ELLIOTT, P.E. - PROJECT MANAGER



NOTE: PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.

NOTE: PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.

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STATION	DESCRIPTION	DATE
9+00	MATCH LINE STA 9+00	
10+00	MAINTENANCE	
11+00	MAINTENANCE	
12+00	MAINTENANCE	
13+00	MAINTENANCE	
14+00	MAINTENANCE	

FLAK TECHNICALS

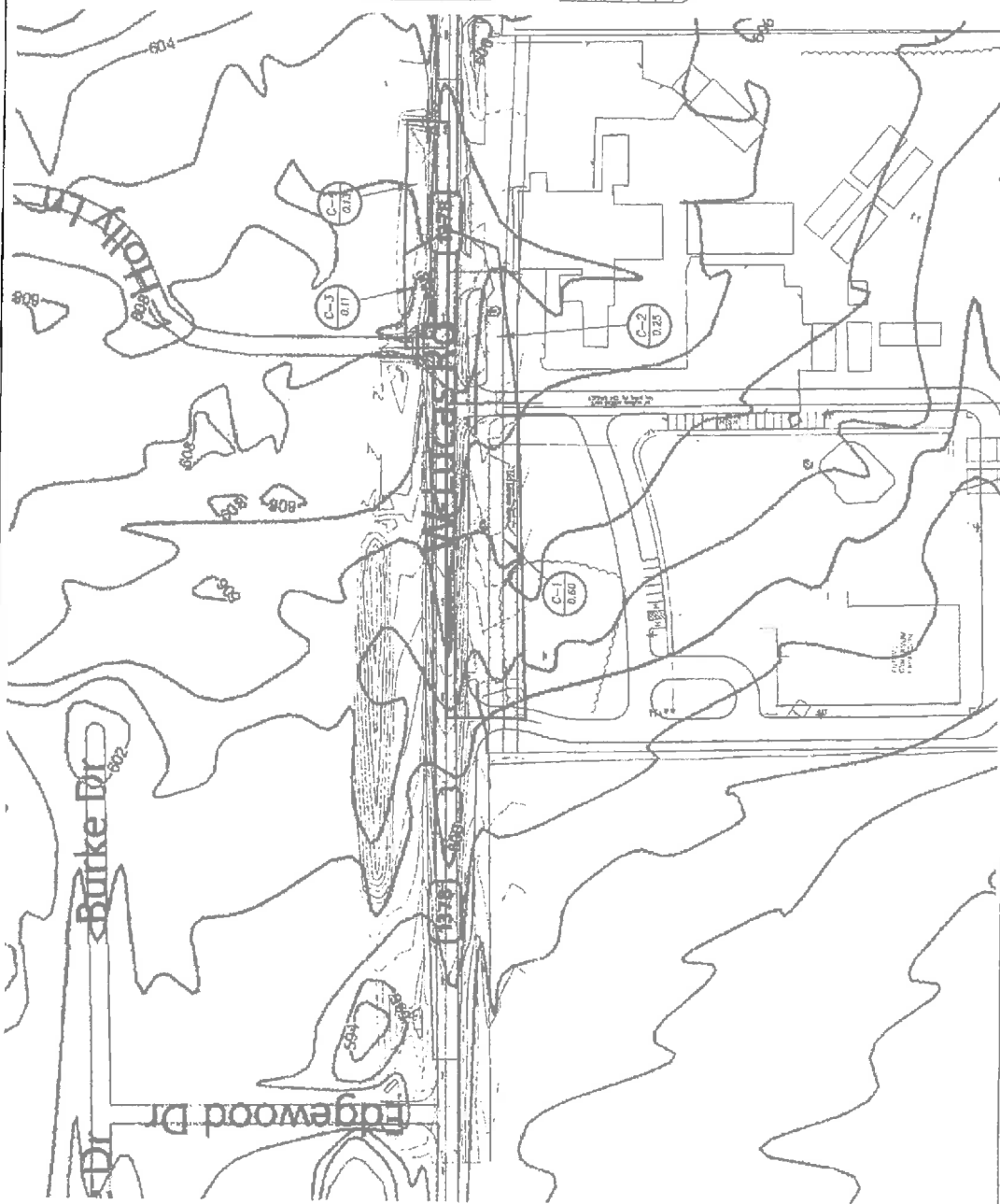
FLAK ENGINEERING, INC.
 1871 350-1735 CM
 (973) 395-833 Fax
 1000 Lakeside Dr.
 Asst. 1000 Lakeside Dr.
 Asst. 1000 Lakeside Dr.

Proposed Lucas Road (F.M. 378) Widening
Lucas Christian Academy

PAVING PLAN AND PROFILE SHEET - STA. 9+00 TO END OF PROJECT

DATE: 11/17/17
 DRAWN BY: J. L. LEE
 CHECKED BY: J. L. LEE
 PROJECT NO.: 17-001

3 of 29



DRAINAGE AREA CALCULATIONS

Drainage Area	Area (Acres)	Area (Sq. Ft.)	Runoff Coefficient	Runoff (CFS)	Remarks
D-1	0.02	8,712	0.45	1.45	Runoff from parking area
D-2	0.03	13,068	0.45	2.18	Runoff from parking area
D-3	0.01	4,236	0.45	0.70	Runoff from parking area
D-4	0.01	4,236	0.45	0.70	Runoff from parking area
Total	0.07	29,252	0.45	5.03	Total Runoff

CULVERT DRAINAGE CALCULATIONS

Culvert	Flow (CFS)	Flow (MGD)	Flow (MGD)	Flow (MGD)	Flow (MGD)	Flow (MGD)
C-1	1.45	0.02	0.02	0.02	0.02	0.02
C-2	2.18	0.03	0.03	0.03	0.03	0.03
C-3	0.70	0.01	0.01	0.01	0.01	0.01
C-4	0.70	0.01	0.01	0.01	0.01	0.01
Total	5.03	0.07	0.07	0.07	0.07	0.07

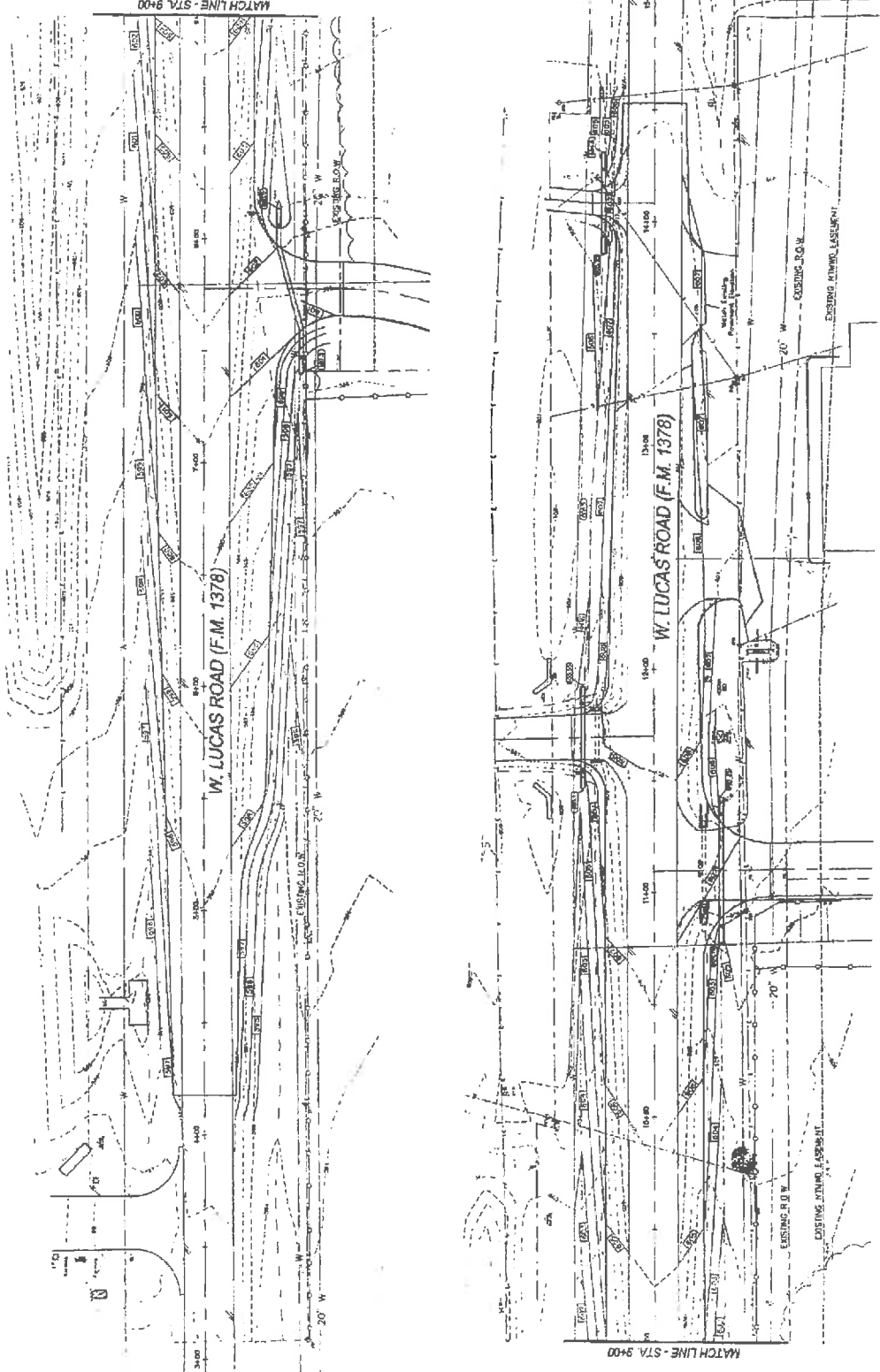


BLK ENGINEERING, INC.
 11 West Main
 Austin, TX 78701
 (512) 391-1111
 Fax: (512) 391-1112



NO.	DATE	DESCRIPTION

NOTE: This drawing is prepared by computer software. It is not to be used for construction purposes without the approval of the engineer. The user assumes all liability for any errors or omissions. The user assumes all liability for any errors or omissions.



PROJECT: Proposed Lucas Road (F.M. 1378) Widening
 CLIENT: Lucas Christian Academy
 PROJECT: PROPOSED GRADING PLAN
 DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NUMBER: 11-11-11
 SHEET: 5 of 29

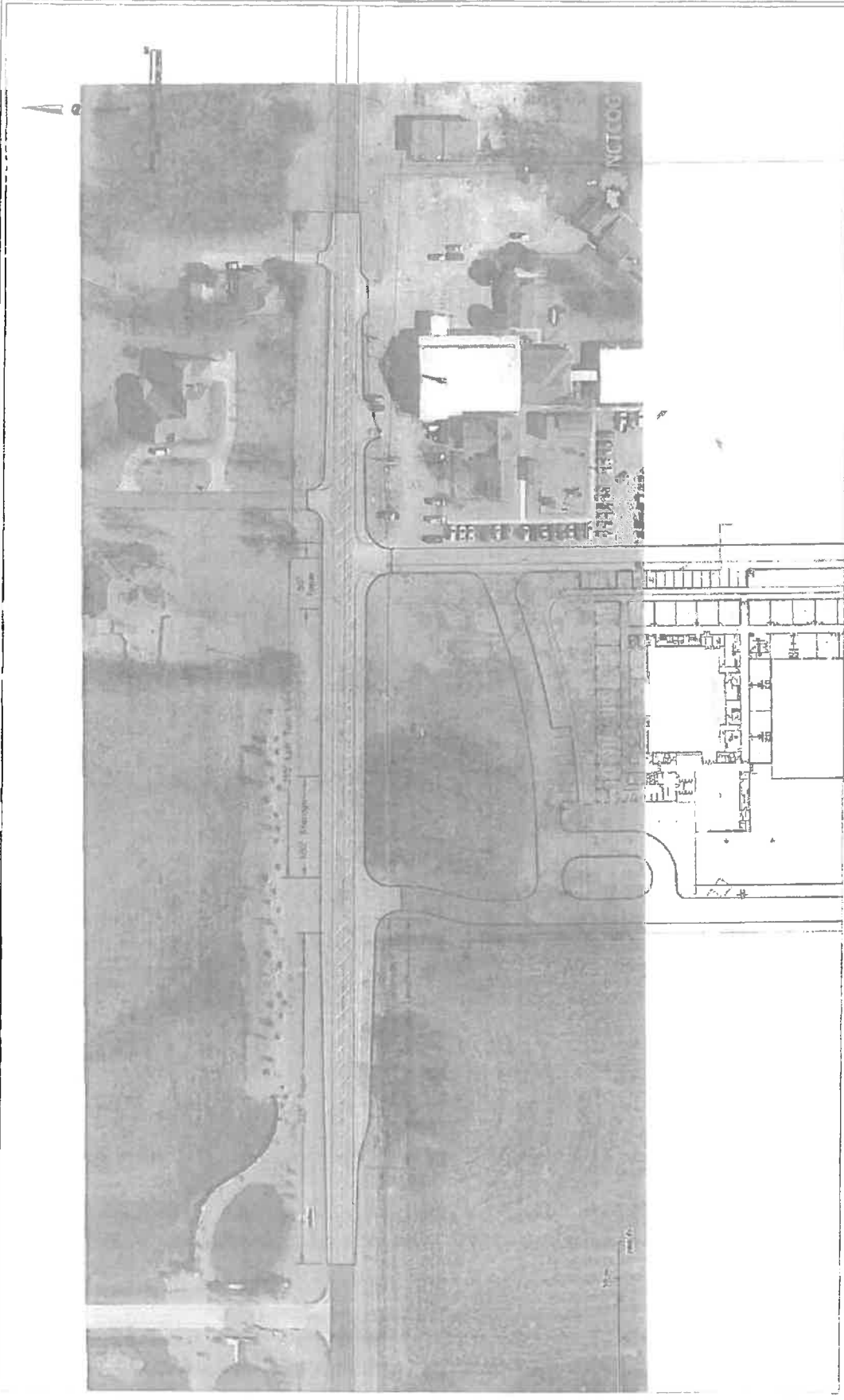
PLK ENGINEERS
 P.L.K. ENGINEERING, INC.
 4001 W. 20th St. #100
 (727) 295-1313 OR
 (727) 295-4313 FAX
 www.plk-engineering.com

STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 No. 11111
 EXPIRES 12/31/12

NO.	REVISION	DATE	DESCRIPTION

LEGEND
 PROPOSED RIGHT OF WAY
 PROPOSED CENTERLINE
 EXISTING CENTERLINE
 EXISTING RIGHT OF WAY
 EXISTING UTILITY LINES
 EXISTING DRAINAGE SYSTEM

NOTE:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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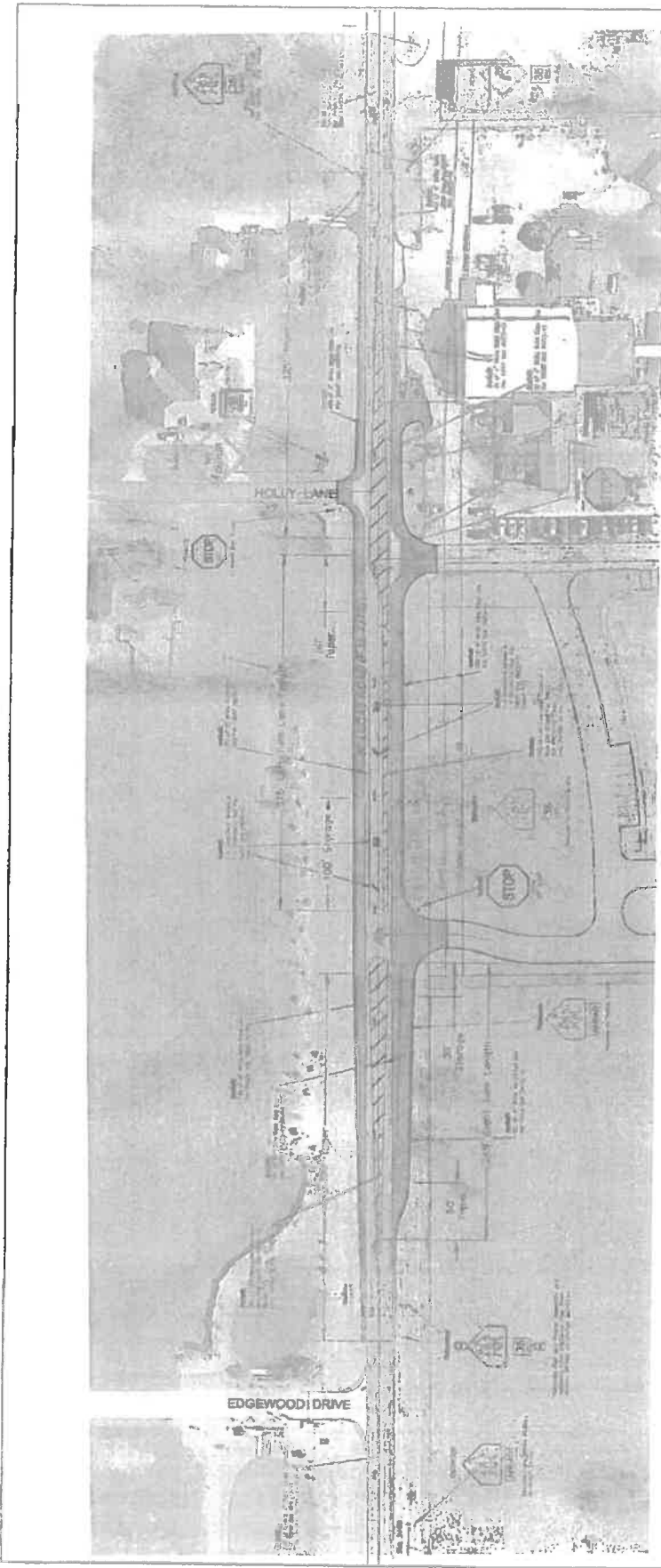
Preliminary Paving Layout - Lucas Road (RM 1378)
Lucas Christian Academy
TOWN OF LUCAS, TEXAS

R&K ENGINEERING, INC.
 111 West Main
 AUSTIN, TEXAS 78701
 (512) 476-1700 FAX
 (512) 476-1823 FAX
 www.rkeng.com

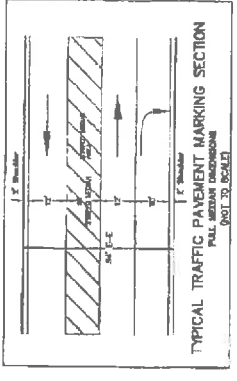
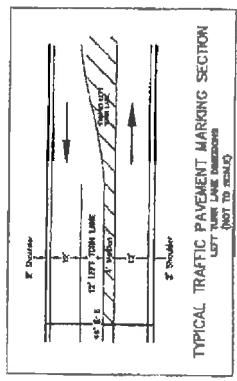


REVISION	DATE	DESCRIPTION

NOTE:
 Prior to beginning any construction or installation
 work, it shall be the Contractor's responsibility
 to verify the location and depth of all existing
 utilities in the project area. The Contractor shall
 be responsible for obtaining all necessary
 permits and approvals from the appropriate
 authorities.



- DRAWING NOTES:**
1. ALL SIGNALS, GLIMMERES, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD HANDBOOK FOR HIGHWAY DESIGN AND THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 2. ALL PAVEMENT MARKINGS INSTALLED WITHIN THE STATE RIGHT OF WAY SHALL BE THIRDMARKET.
 3. EXISTING PAVEMENT SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 4. ALL NEW PAVEMENT SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
 5. ALL NEW PAVEMENT SHALL BE FINISHED TO THE EXISTING FINISH ELEVATION UNLESS OTHERWISE NOTED.



PROPOSED Lucas Road (FM 1378) Widening

Lucas Christian Academy
PERMITS/TRAFFIC CONTROL PLAN

RLK ENGINEERING, INC.
111 West Main
Arlene, Texas 75013
(972) 399-1300
www.rlkenr.com

RLK ENGINEERING

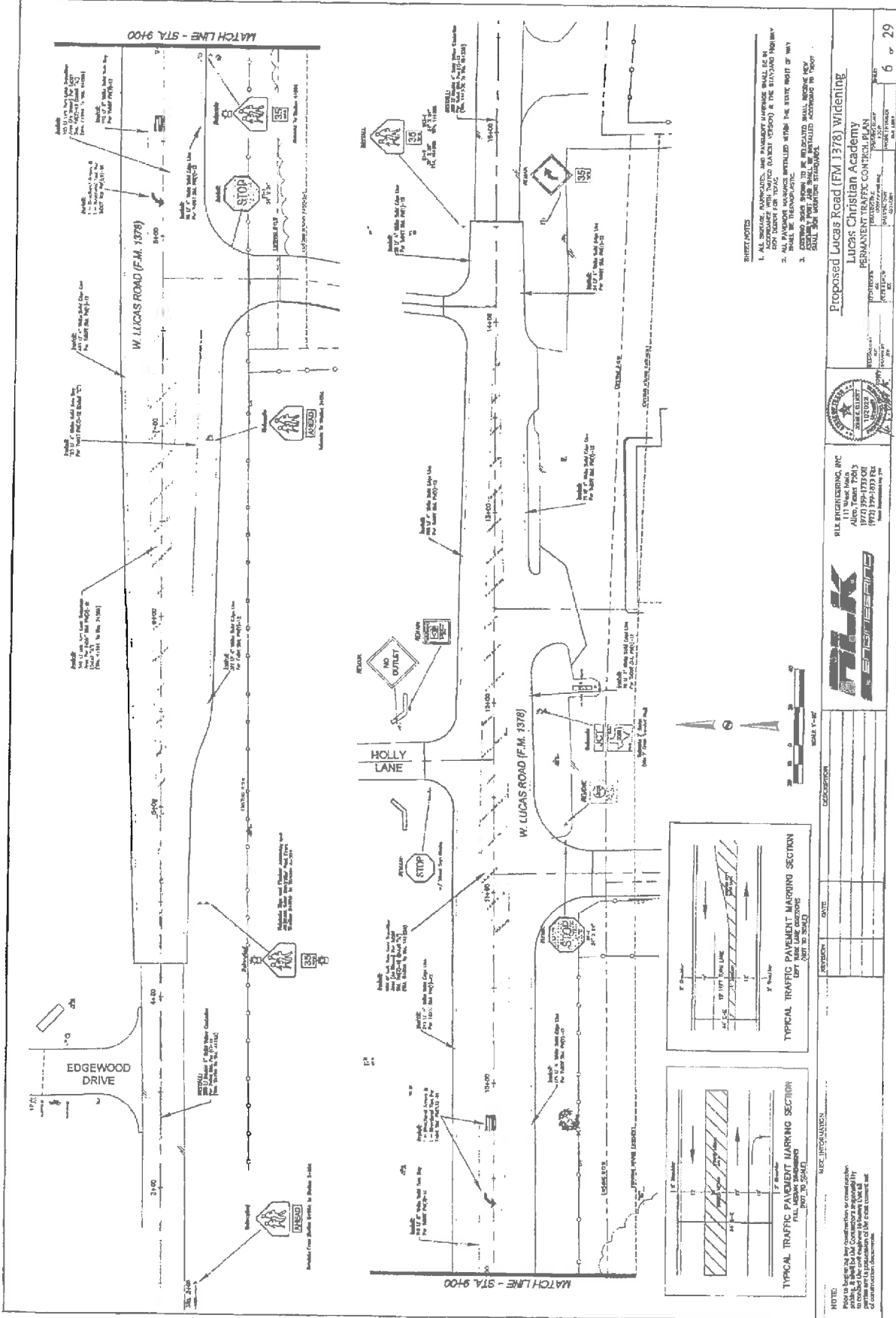
NOTE:
Prior to beginning any construction or installation, the contractor shall verify the location and depth of all existing utilities and structures. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

REVISION **DATE** **DESCRIPTION**

PROJECT INFORMATION

PROJECT NO.	
DATE	
SCALE	

6 of 29

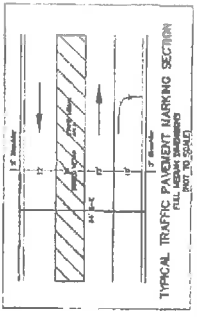
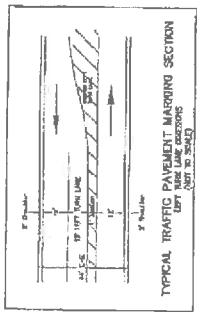


- SHIRT NOTES**
1. ALL SIGNAGE, MARKINGS, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, LATEST EDITION FOR TEXAS.
 2. ALL PAVEMENT MARKINGS INSTALLED WITHIN THE STATE RIGHT OF WAY SHALL BE INSTALLED ACCORDING TO THE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, LATEST EDITION FOR TEXAS.
 3. EXISTING SIGNS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.

Proposed Lucas Road (F.M. 1378) Widening
 Lucas Christian Academy
 PERMANENT TRAFFIC CONTROL PLAN
 DATE: 01/20/2017
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN



RILK ENGINEERING, INC.
 111 West Meigs
 Austin, Texas 78703
 (512) 476-1111
 (512) 476-1112
 (512) 476-1113



NOTE:
 Refer to the contract and specifications for complete details. The contractor shall be responsible for obtaining the necessary permits and for obtaining the necessary approvals for the construction of the project.

NO.	DATE	DESCRIPTION



**City of Lucas
Council Agenda Request
Meeting Date: August 21, 2014**

Name & Title of Requestor: Jim Kitchens, Fire Chief

Agenda Item:

Discuss and consider the approval of **Ordinance # 2014-08-00787** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4 "Business Regulations" by adding Article 4.07 "Emergency Ambulance Service" designating the City's Fire Department as the City's emergency ambulance provider; providing a repealing clause; providing a severability clause; providing a savings clause; providing for 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:

On April 1, 2014, the City of Lucas began transporting as an EMS Provider. This ordinance will allow the City of Lucas to monitor and control the quality of care and maintain care at a high standard for our citizens by controlling other EMS agencies from taking emergency EMS calls in our city, with the exclusion of mutual requests made by the fire chief or his designee.

Attachments/Supporting Documentation:

1. Ordinance # 2014-08-00787 Re EMS

Budget/Financial Impact:

This ordinance also allows us to charge a fee for the EMS service. The fee schedule has previously been adopted by the council.

Recommendation:

It is recommended that the council adopt the ordinance as written and approved by the city attorney with input from the Fire Chief and the City Manager.

Motion:

I make a Motion to **approve/deny** **Ordinance # 2014-08-00787** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4 “Business Regulations” by adding Article 4.07 “Emergency Ambulance Service” designating the City’s Fire Department as the City’s emergency ambulance provider; providing a repealing clause; providing a severability clause; providing a savings clause; providing for 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.

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

**ORDINANCE # 2014-08-00787
[AMENDING CODE OF ORDINANCE CHAPTER 4]**

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 4 “BUSINESS REGULATIONS” BY ADDING ARTICLE 4.07 “EMERGENCY AMBULANCE SERVICE” DESIGNATING THE CITY’S FIRE DEPARTMENT AS THE CITY’S EMERGENCY AMBULANCE PROVIDER; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR 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 of Lucas desires to provide safe and responsible emergency ambulance service to the public; and;

WHEREAS, the City of Lucas believes that the designation of a sole provider to respond to emergency ambulance calls is in the best interest of its citizens; and

WHEREAS, the City Council of the City of Lucas designates the City’s fire department’s ambulance service as the City’s emergency ambulance provider;

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 4 “Business Regulations”, by adding Article 4.07 “Emergency Ambulance Service”, to read as follows:

“CHAPTER 4

BUSINESS REGULATIONS

...

ARTICLE 4.07 EMERGENCY AMBULANCE SERVICE

Sec. 4.07.001 Definitions

The following terms, as herein defined, shall control in the consideration and enforcement of this article:

Emergency ambulance. Any motor vehicle especially designed, constructed, equipped and used for transporting the injured or sick in answer to an emergency call.

Emergency call. Any request for ambulance service that is made by telephone or other means of communication in circumstances which are or have been represented to be an emergency and requiring immediate ambulance service.

Street. Any street, alley, avenue, boulevard, drive or highway commonly used for the purpose of travel within the corporate limits of the city.

Transfer ambulance. Any motor vehicle constructed, equipped and used for transferring the injured or sick under circumstances which do not constitute an emergency and which have not been represented as an emergency.

Sec. 4.07.002 Emergency service provided by fire rescue department; fee

- (a) Emergency ambulance service within the corporate limits of the city shall be provided by, supervised by and under the control and authority of the Lucas fire department. The fire chief or his designee shall retain the right to refuse emergency ambulance transport to nonemergency medical facilities.
- (b) The city shall charge fees for emergency ambulance services in the city provided in response to a call received by the fire department requesting the services, and such fees shall be established by the city council.
- (c) The person receiving emergency ambulance service and any person contracting for the service shall be responsible for payment of the fee. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of the fee.

Sec. 4.07.003 Private emergency service regulations

- (a) It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the Lucas fire department to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service upon the streets, alleys or any public way or place within the city for the purpose of picking up patients within the city, except in the following circumstances:
 - (1) It shall not be unlawful for a person operating a transfer ambulance in the city, upon responding to a direct call for nonemergency transfer ambulance service, to operate such ambulance under emergency conditions, using emergency

equipment, when a determination is made by the transfer ambulance attendant during a nonemergency transfer that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital.

- (2) It shall not be unlawful for any person operating a transfer ambulance in the City when the transfer ambulance is transporting a patient from a location outside the City to a location within the City.
- (3) The transfer ambulance or emergency ambulance is passing through the City.
- (4) It shall not be unlawful for any person to operate a transfer ambulance in the city on an emergency run when fire department ambulances are not available, and the fire chief or designee has requested mutual aid ambulance service for the fire department.”

Section 2. 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. 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 4. 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 5. 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 City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF AUGUST, 2014.

APPROVED:

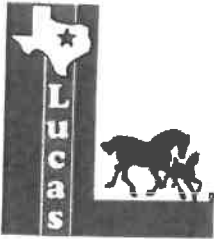
Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-09-14/67047)

Kathy Wingo, TRMC, MMC, City Secretary



**City of Lucas
Council Agenda Request
Meeting Date: August 21, 2014**

Name & Title of Requestor: Ted Stephens, Fire Lieutenant

Agenda Item:

Discuss and consider the approval of an agreement between ESO Solutions, Inc., and the City of Lucas to provide a Health Data Exchange ability with our EMS Patient Care Reporting Software company in the amount of \$1,000 annually and authorize the City Manager to execute the agreement.

Background Information:

The agreement will allow the City of Lucas Fire Department to add a technology enhancement to our existing patient reporting software that will allow eligible EMS members access to a patient's hospital disposition. This is a vital step in the direction of Community Paramedicine as it will allow us to compare our patient disposition to the hospital's patient disposition. We will also be able to use this technology enhancement for additional QA/QI with our EMS members. In addition, this will give us access to see when the patient was discharged from the hospital, therefore making our follow-up with the patient timelier. Our existing business associate agreement with ESO Solutions, Inc., covers this agreement as well.

Attachments/Supporting Documentation:

1. ESO-HDE Participation Agreement Lucas Fire Rescue

Budget/Financial Impact:

ESO has agreed to allow the City of Lucas Fire Department access to the enhancement thru October 31, 2014 at no cost. This will allow us access to begin using the enhancement immediately, but will delay the cost until the 2015 budget. The cost of the agreement is an annual recurring cost of \$1,000. The amount has been placed in the 2015 budget and will be a recurring cost.

Recommendation:

Authorize an agreement with ESO Solutions, Inc., to provide a Health Data Exchange ability with our EMS Patient Care Reporting Software company in the amount of \$1,000 annually and authorize the City Manager to execute the agreement.

Motion:

I make a Motion to **approve/deny** an agreement with ESO Solutions, Inc., to provide a Health Data Exchange ability with our EMS Patient Care Reporting Software company in the amount of \$1,000 annually and authorize the City Manager to execute the agreement.

**HEALTH DATA EXCHANGE
PARTICIPATION AGREEMENT**

This Health Data Exchange Participation Agreement (the “*Agreement*”) is made and entered into as of this 24th day of July, 2014 (the “*Effective Date*”), by and between **ESO Solutions, Inc.**, a Texas corporation with its principal place of business at 9020 North Capital of Texas Hwy, Building II-300, Austin, Texas 78759 (“*ESO*”), and City of Lucas, with its principal place of business at 165 Country Club Rd., Lucas, Texas 75002 (the “*Participant*”), each a “*Party*” and collectively the “*Parties*”.

RECITALS

WHEREAS, ESO is in the business of providing Health Data Exchange (“*HDE*”) services (the “*Services*”) to businesses and municipalities which provide emergency patient care;

WHEREAS, Participant seeks to share medical data specific to emergency medical services and receive outcome data back;

NOW, THEREFORE, the Parties, intending to be bound, agree as follows:

1. Defined Terms.

Except as otherwise specified herein, all capitalized terms used in this Agreement shall have the meanings set forth below. Any capitalized term not defined below shall have the meaning provided by HIPAA. In the event of any conflict between the following definitions and HIPAA, HIPAA shall govern.

- (a) “*Participant*” means any Covered Entity participating, contributing, using and/or disclosing Shared Patient Information.
 - (b) “*Patient*” means an individual who: (i) meets certain Shared Record Eligibility Requirements, and (ii) has received or is currently seeking Health Services from one or more of the Participants. For purposes of this Agreement, the term “*Patient*” shall be construed to include covered beneficiaries of a Participant that is a Health Plan.
 - (c) “*Protected Health Information*” or “*PHI*” shall have the meaning set forth in HIPAA. PHI may include, but is not limited to, written and electronic information relating to the diagnosis, treatment, tests, prognosis, admission, discharge, transfer, prescription, eligibility, claims and other data implicitly or explicitly identifying a Patient to whom items, services, coverage or reimbursement is provided by a Participant, and which information is provided, stored or accessed by a Participant. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.
 - (d) “*Shared Patient Information*” means those specific data elements about Patients and Health Services that are provided electronically for purposes of inclusion in the Shared Record.
 - (e) “*Shared Record*” means the Shared Patient Information, including PHI and other data, maintained by ESO and contributed to and utilized by the Participants.
- 2. Services.** ESO shall provide to Participant, during the Term, the Services, including such services and products as may be identified on **Exhibit A**. The Services are provided through ESO’s proprietary software that is hosted

and operated by ESO over the Internet (the “*Software*”). For purposes of this Agreement, the Services shall permit Participant to receive outcome data back from participating hospitals.

3. Subscription Fees, Invoices and Payment Terms.

- a. Subscription Fees. Participant shall pay to ESO the Subscription Fees for the Services as indicated on **Exhibit A** (the “*Subscription Fees*”).
 - b. Invoices; Payment of Invoices. Participant shall be invoiced for the Subscription Fees on an annual basis, in advance. Participant shall pay invoices received from ESO within thirty (30) days of receipt (the “*Due Date*”).
 - c. Disputed Invoices. If Participant in good faith disputes any portion of an ESO invoice, Participant shall submit to ESO, by no later than thirty (30) days following the Due Date, full payment of the undisputed portion of the invoice together with a written explanation identifying and substantiating the disputed amount (including any documentation supporting its position). If Participant does not report a dispute within thirty (30) days following the Due Date of the applicable invoice, that invoice shall be deemed accepted and Participant shall have waived its right to dispute it. Any disputed amounts determined or agreed to be payable to ESO shall be due within ten (10) days of the Parties’ agreement resolving the dispute.
4. **Term**. ESO agrees to provide a free trial of the HDE Services from the Effective Date until October 31st, 2014 (“*Trial Period*”). Customer may pay for the HDE Services at any time during the Trial Period to activate the regular term for the Services as described below (“*Activation Date*”); *however*, unless ESO receives payment for the Services by the end of the Trial Period, this Agreement will automatically terminate and ESO’s obligations to provide the Services shall also cease.

The regular term of this Agreement shall commence on the Activation Date and shall terminate one year after the Activation Date (“*Initial Term*”). THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR, UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.

5. Termination.

- a. Termination by Participant for Cause. If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Participant (“*ESO Default*”), Participant may terminate this Agreement without any further liability except for the payment of all accrued but unpaid Subscription Fees owed through the effective date of termination.
- b. Termination by ESO for Participant Default. ESO may terminate this Agreement with no further liability if (i) excluding disputed invoices under Section 3.c., Participant fails to make payment as required under this Agreement and such failure remains uncorrected for thirty (30) days following written notice from ESO, (ii) Participant fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (hereinafter collectively referred to as “*Participant Default*”). In the event of a Participant Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Service(s) being provided to Participant, (iii) terminate the right to use the Software, (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month, (v) offset any amounts that are owed to Participant by ESO against the past due amount then owed to ESO, and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If this Agreement is terminated due to a Participant Default, Participant shall remain liable for all Subscription Fees owed through the effective date of termination for the Services provided through such date.

6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for the Services to be interrupted for the performance of system maintenance, ESO will use commercially reasonable efforts to notify Participant prior to the performance of such maintenance. Routine maintenance will be scheduled during non-peak hours (midnight to 6 a.m. CST). In no event shall interruption for system maintenance constitute a failure of performance by ESO.
7. **Access to Internet.** Participant is solely responsible for obtaining and securing its broadband connections and/or connections to the Internet, and ESO makes no representations regarding the advisability of any provider or particular network to Participant.
8. **Use and Support of Services; Software Rights.**
 - a. **Support and Updates.** During the term, ESO shall provide to Participant the support services and will meet the service levels as set forth on **Exhibit B** attached hereto.
 - b. **Other Services.** Upon the written request by Participant, ESO may provide services related to the Software other than the standard support, at ESO's then-current rates or as otherwise negotiated by the Parties. This may include on-site consultation, configuration, and initial technical assistance and training on the use and support of the Software.
 - c. **Software Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software associated with the Services. All right, title and interest in the Software and any copies or derivative works thereof will remain the property of ESO. Participant will not: (a) copy, disassemble, reverse engineer or modify the Software; (b) allow any unaffiliated third party to use the Software; (c) use the Software as a component in any product or service provided by Participant to a third party; (d) transfer, sell, assign, or otherwise convey the Software; or (e) remove any proprietary notices placed on or contained within the Software. Participant will keep the Software free and clear of all claims, liens, and encumbrances.
 - d. **Title.** ESO hereby represents and warrants to Participant that ESO is the owner of the Software or otherwise has the right to grant to Participant the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Participant's sole remedy shall be for ESO, at its option and expense, to: (i) procure the right to continue using the Software, (ii) replace or modify the Software to avoid a breach, such replacement or modification shall be substantially and materially similar to the replaced or modified Software.
9. **Indemnification.** TO THE EXTENT ALLOWED BY LAW, PARTICIPANT AGREES TO DEFEND, INDEMNIFY, AND HOLD ESO HARMLESS FROM ANY AND ALL CLAIMS BROUGHT AGAINST ESO ARISING FROM PARTICIPANT'S NEGLIGENT ACTS OR OMISSIONS.
10. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS PRIOR TO SUCH TIME COLLECTED FROM PARTICIPANT WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF PARTICIPANT DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF DATA FILES, PROGRAMS, PROCEDURE OR INFORMATION NOT CONTROLLED BY SAID PARTY, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES.

- 11. Acknowledgements and Disclaimer of Warranties.** Participant acknowledges that ESO cannot guarantee that there will never be any outages in ESO's network and that no credits shall be given in the event Participant's access to ESO's network is interrupted. PHI IS PROVIDED SOLELY AS IS. UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO WARRANTY TO PARTICIPANT OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED.

PARTICIPANT ACKNOWLEDGES THAT THE BENEFITS OF HDE DEPEND ON OTHER HEALTHCARE PROVIDERS PARTICIPATING. PARTICIPANT ACKNOWLEDGES THAT ESO DOES NOT GUARANTEE THAT ANY PARTICULAR EMS AGENCY, HOSPITAL, HIE, OR OTHER HEALTHCARE PROVIDER WILL AGREE TO PARTICIPATE. ESO DOES NOT GUARANTEE THAT IT WILL PROVIDE DATA FROM ANY PARTICULAR PROVIDER ABSENT THAT PROVIDER'S CONSENT.

12. Confidential Information.

- a. "**Confidential Information**" shall mean all information disclosed orally or in writing by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") related to the technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, operations, or business plans of the Disclosing Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure should reasonably be treated as confidential, provided such information is clearly marked "CONFIDENTIAL" or "PROPRIETARY" upon delivery, or for verbal information, provided the Disclosing Party identifies the information as confidential at the time disclosed and provides a written summary of such information to the Receiving Party within fifteen (15) days of such verbal disclosure. Confidential Information does not include any information that (i) was already known by the Receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no act or fault of the Receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the Disclosing Party.
- b. A Receiving Party, upon receipt of Confidential Information, shall not directly or indirectly disclose, divulge, publish, disseminate, use, reproduce, copy, or create derivative works of or permit access to any Confidential information except as authorized under this Agreement or otherwise required by law. Each party shall use Confidential Information only for purposes set forth in this Agreement and shall use reasonable and appropriate safeguards to protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a commercially reasonable degree of care. Confidential Information shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party or destroyed upon request of the Disclosing Party in accordance with the terms of this Agreement.

13. Permitted Uses and Disclosures of PHI.

- a. Participant agrees to access, use and disclose the Shared Record in accordance with applicable State and federal law, including but not limited to 45 C.F.R. Section 164.506(c).
- b. Participant agrees not to access, use or disclose the Shared Record to compete with any other Participant and/or to solicit patients from any other Participant.

- c. Participant agrees to utilize hospital outcome data for its internal quality improvement and collection process only. Participant will not use hospital outcome data to compare the performance between hospitals without written authorization from participating hospitals and ESO.
- d. Participant agrees to notify ESO immediately upon confirmation of a data breach or significant security threat and cooperate with ESO to investigate, remediate and respond to such breach or security threat.
- e. Participant grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose PHI unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.

14. Miscellaneous.

- a. Force Majeure. Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected party and occurs without such party's fault or negligence.
- b. Entire Agreement. This Agreement constitutes the entire agreement between ESO and Participant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings in connection herewith. Unless otherwise specified herein, this Agreement may be modified or supplemented only by an instrument in writing executed by each party.
- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflict of law rules.
- d. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Austin, Texas, and shall be resolved under the laws of the State of Texas. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis.
- e. No Press Releases without Consent. Neither party may use the other party's name or trademarks, or issue any publicity or make any public statements concerning the other party or the existence or content of this Agreement, without the other party's prior written consent.
- f. Compliance with Laws; Amendment of Agreement upon Change in Law. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- g. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- h. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

- i. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be deemed effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices must be delivered or sent to the parties' respective addresses below. Neither party shall refuse delivery of any notice hereunder.

Participant	ESO Solutions, Inc.
665 Country Club Rd.	9020 N. Capital of Texas Highway
Lucas, TX 75002	Building II-300
Attn: Joni Clarke – City Manager	Austin, TX 78759
Attn: Jim Kitchens - Fire Chief/EMS Administrator	Attn: CEO

- j. Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. ESO is an independent contractor, and not an agent of Participant.
- k. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

PARTICIPANT:

ESO SOLUTIONS, INC.:

[Signature]

Joni Clarke

[Printed Name]

City Manager

[Title]

August 21, 2014

[Date]

[Signature]

Chris Dillie

[Printed Name]

President and CEO

[Title]

[Date]

PARTICIPANT:

[Signature]

Jim Kitchens

[Printed Name]

Fire Chief

[Title]

August 21, 2014

[Date]

EXHIBIT A

Annual Subscription Fee Schedule

Participant hereby selected the following ESO Services, at the fees indicated:

Product	Quantity	List Price	Total Price	Line Item Description
HDE - ESO ePCR Connection	1.00	\$1,000.00	\$1,000.00	Annual Recurring Cost - Node Connection fee: Includes bi-directional, automated data exchange with participating Hospitals
			Grand Total	\$1,000.00

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin upon execution of this Agreement or upon the commencement of active work on software implementation, whichever date comes later. Participant shall be invoiced for full payment of goods and services upon execution of this Agreement. Participant shall pay Subscription Fees annually in advance for each year this Agreement is in effect.

EXHIBIT B

Support Services and Service Levels

This Exhibit describes the software support services (“*Support Services*”) that ESO will provide and the service levels that ESO will meet.

1. Definitions.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “*Customer Service Representative*” shall be the person at ESO designated by ESO to receive notices of Errors encountered by Participant that Participant’s Administrator has been unable to resolve.
- (b) “*Error*” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “*Error Correction*” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “*Priority A Error*” means an Error that renders the Software inoperative or causes a complete failure of the Software.
- (e) “*Priority B Error*” means an Error that substantially degrades the performance of the Software or materially restricts Participant’s use of the Software.
- (f) “*Priority C Error*” means an Error that causes only a minor impact on Participant’s use of the Software.
- (g) “*Update*” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Participants.
- (h) “*Normal Business Hours*” means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

2. Participant Obligations.

Participant will provide at least one administrative employee (the “*Administrator*” or “*Administrators*”) who will handle all requests for first-level support from Participant’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to Participant’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Participant’s employees. The Administrators will refer any Errors to ESO’s Participant Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. Support Services.

- (a) Scope. As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve, and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Participant during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Participant Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) Procedure.
 - (i) *Report of Error.* In reporting any Error, the Participant’s Administrator will describe to ESO’s Participant Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
 - (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s Participant Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods

set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

<u>Priority of Error</u>	<u>Communicating Error to ESO outside Normal Business Hours</u>	<u>Time in Which ESO Will Commence Verification</u>	<u>Frequency of Periodic Status Reports</u>
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. ESO Server Administration.

- (a) ESO is responsible for maintenance of Server hardware. Server administration includes:
 - (i) Monitoring and Response
 - (ii) Service Availability Monitoring
 - (iii) Backups
 - (iv) Maintenance
 - A. Microsoft Patch Management
 - B. Security patches to supported applications and related components
 - C. Event Log Monitoring
 - D. Log File Maintenance
 - E. Drive Space Monitoring
 - (v) Security
 - (vi) Virus Definition & Prevention
 - (vii) Firewall



City of Lucas Council Agenda Request August 21, 2014

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

Agenda Item:

Discuss and consider approving an Interlocal Agreement for Emergency Ambulance Services between the City of Lucas and Collin County effective October 1, 2014 through September 30, 2015 and authorize the Mayor to execute said agreement.

Background Information:

At a meeting with Fire Marshal Jason Browning on July 10, 2014, City Manager Clarke, Chief Zale and Lieutenant Stephens discussed service area for both Fire and EMS. As you will recall from our Fire Department Workshop, the Council's position is that the City should provide both EMS and Fire suppression services to eliminate the confusion of who should be providing EMS in the City's ETJ and to ensure the highest possible standard for patient care. As you know, Collin County has contracted with the City to provide fire services in these areas. In negotiations with the Fire Marshal, we believe we have come up with a solution that would work. The City of Lucas would provide both Fire and EMS in its Fire District (which is not much different than the City's ETJ) excluding Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point. We could do this via an Interlocal agreement. We would not be requesting an additional subsidy from Collin County at this time as we would be in a position to be able to bill for EMS.

Attachments/Supporting Documentation:

1. Proposed Interlocal Agreement for Emergency Ambulance Services between the City of Lucas and Collin County effective October 1, 2014 through September 30, 2015.
2. Copy of current agreement for the provision of firefighting and fire protection services with Collin County effective October 2013 with automatic renewal for successive one year terms with budgeted revenue of \$36,000 for fiscal year 13/14.

Budget/Financial Impact:

Because the City of Lucas began providing enhanced public safety services through the provision of emergency medical services in April 2014, City staff does not have good data yet to

illustrate expected revenue trends. The Fire Department has been providing first responder medical to these areas and it is anticipated that the revision to the interlocal will improve the City's ability to bill and collect for emergency medical services.

Recommendation:

Staff recommends approval of this agreement as it would improve the regional utilization of public safety resources.

Motion:

I make a motion to approve/deny an Interlocal Agreement for Emergency Ambulance Services between the City of Lucas and Collin County effective October 1, 2014 through September 30, 2015 and authorize the Mayor to execute the agreement.

STATE OF TEXAS

§

INTERLOCAL AGREEMENT FOR

COUNTY OF COLLIN

§

EMERGENCY AMBULANCE SERVICES

§

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City") and Collin County, Texas ("County"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

RECITALS

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

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, emergency ambulance services; and

WHEREAS, City provides these emergency ambulance services to the citizens of the City and has the capacity to service other municipalities; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to the County and its inhabitants to provide emergency ambulance services to the County and its inhabitants; and

WHEREAS, County desires to engage the City, and the City desires to be engaged by the County, to provide emergency ambulance services as set forth herein; and

WHEREAS, the governing bodies of the City and County desire to foster good-will and cooperation between the two entities; and

WHEREAS, City and County, deem it to be in the best interest of both entities to enter into this Agreement relative to emergency ambulance services;

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

**Article I
Services to be Performed**

County agrees to engage the City to furnish emergency ambulance services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency ambulance calls within the unincorporated areas of the Lucas Fire District as shown

on the map attached hereto as Exhibit "A" and incorporated herein. The Lucas Fire District specifically excludes the following areas currently known as: The Seis Lagos Utility District; Brockdale Park Estates and Inspiration Point and as further identified on Exhibit "B".

The level of emergency ambulance services required under this Agreement shall include Advanced Life Support ("ALS").

**Article II
Duration of Agreement**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of October, 2014. This contract expires at midnight on September 30, 2015. This contract may be extended for additional time with the fees and payments being negotiated at that time.

**Article III
Compensation**

The emergency ambulance services described in Paragraph I shall be provided to the County at no charge.

**Article IV
Relationship of Parties**

The Parties intend that the City, in performing the emergency ambulance services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City, its agents, employees, volunteer help nor any other person operating under this Agreement shall be considered an agent or employee of the County and shall not be entitled to participate in any pension or other benefits that the County provides its employees.

**Article V
Notice to Parties**

Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

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

With a copy to:

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

If intended for County, to:

Collin County
Attn: Purchasing Agent
2300 Bloomdale, Suite 3160
McKinney, Texas 75071

With copy:

**Article VI
Requirements for Insurance**

6.1 Before commencing work, the City shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copied of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

6.1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.

6.1.2 Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.

6.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

6.1.4 Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

6.2 The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The City may maintain reasonable and customary deductibles, subject to approval by the County.

6.3 With reference to the foregoing insurance requirement, the City shall endorse applicable insurance policies as follows:

6.3.1 The City's insurance policies shall be endorsed to the effect that the County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

6.3.2 All copies of Certificates of Insurance shall reference the project/contract number.

6.3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

6.3.3.1 A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent

6.3.3.2 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

6.3.3.2.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

6.3.3.2.2 Sets forth the notice of cancellation or termination to the County.

Article VII Funding Sources

Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

Article VIII Miscellaneous Provisions

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

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

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

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

8.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

8.6 Indemnification. To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

8.7 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the Parties.

EXECUTED on this ____ day of _____, 2014.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Attest:

By: _____
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(08-08-14/67490)

EXECUTED on this ____ day of _____, 2014.

Collin County

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Lucas Fire Department

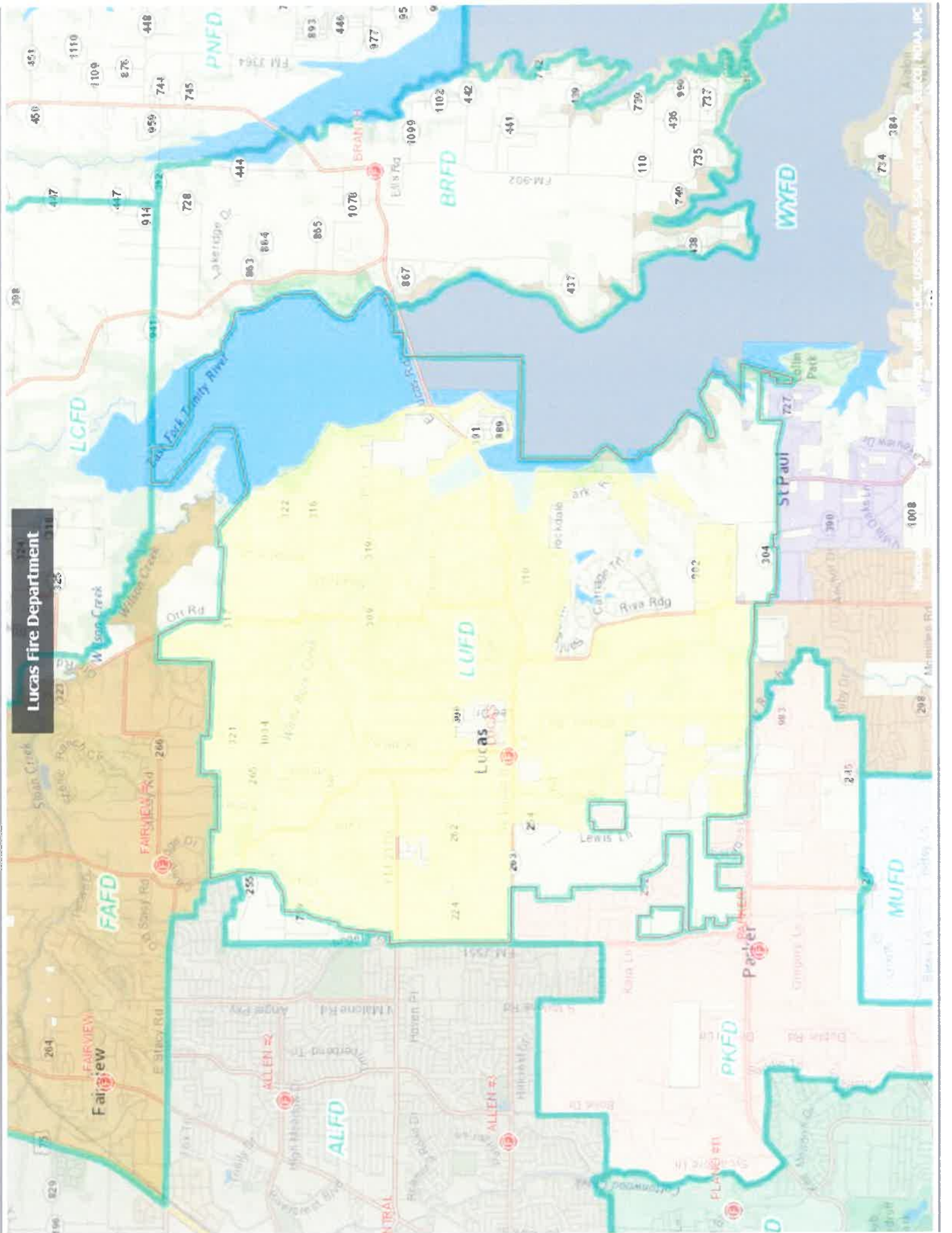
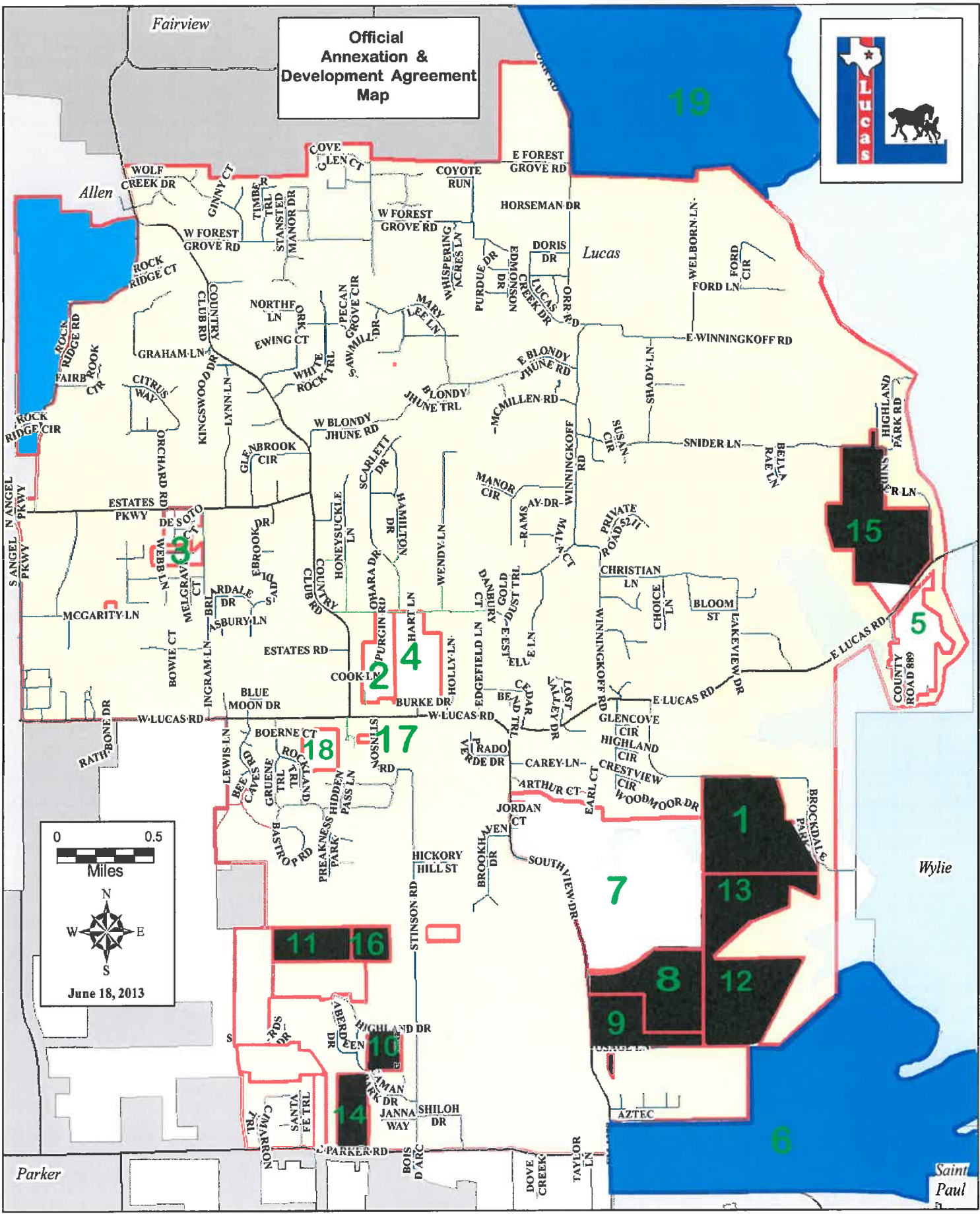


EXHIBIT "B"

**Official
Annexation &
Development Agreement
Map**



0 0.5
Miles

June 18, 2013

Fairview

Allen

Lucas

Wylie

Parker

Saint Paul

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COUNTY OF COLLIN §
§

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

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

RECITALS

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

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

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

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

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

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

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

II. Obligations and Responsibilities of AGENCY

5. 01.10 02.100.01

681151

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

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

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

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

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

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

III. Obligations and Responsibilities of COUNTY.

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

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

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

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

IV. Effective Date, Term and Termination.

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

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

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

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

V. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

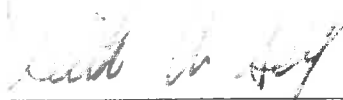
5.10 **Authority.** The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

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

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

COUNTY

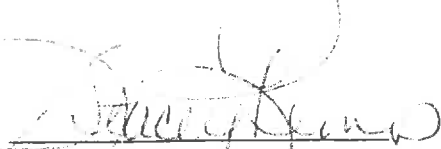
Collin County, Texas



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

8/15/13
Date

ATTEST:


Stacey Kemp, County Clerk

AGENCY

City of Lucas



Name

Mayor

Title

Aug. 15, 2013

Date

ATTEST:



Kathy Wingo, City Secretary

EXHIBIT A

MAP OF AGENCY FIRE DISTRICT

Lucas Fire Department

Fairview





City of Lucas Council Agenda Request August 21, 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

One of the most important next steps is working on the criteria to be used to identify appropriate benchmark cities. Based on City Council feedback and using some standard criteria for compensation surveys, staff created a sample spreadsheet using the following criteria:

- Population – cities with a population of 5,000 to 15,000
 - Source: State of Texas Library Archives 2012 data)
- Average Home Value
 - Source: City-Data.com 2011 Values
- Sales Tax Revenue projection for Fiscal Year 13/14
 - Source: State of Texas Comptroller (projected 2014)
- Property Tax Revenue projection for Fiscal Year 13/14
 - Source: State of Texas Comptroller
- Geographical Area – State of Texas (with County identified)

Once staff receives additional feedback from the City Council, we can further refine the spreadsheet and include the following criteria:

- Total Net Taxable Value
- Tax Rate
- Number of Employees (Fiscal Year 13/14)
- Size in Square Miles
- Comparable Services (Fire Department with EMS)

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:

1. Draft Spreadsheet with selected cities using some of the proposed criteria

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 additional guidance on the draft spreadsheet and on what criteria should be used, staff will put together a revised spreadsheet for the City Council to review and make some recommendations at the September 4, 2014 Council meeting.

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 before calculation of average salary.
- City Council also indicated that along with the salary averages, they would also like an opportunity to evaluate the median value.
- 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.

DRAFT BENCHMARK CITIES

<u>City</u>	<u>Popul- ation</u>	<u>Average Home Value</u>	<u>Sale Tax Revenue FY14</u>	<u>Property Tax Revenue Projection</u>	<u>County</u>	<u>NOTES</u>
Addison	15,179	317,979	13,805,963	19,955,208	DALLAS	
Alamo Heights	7,346	500,981	1,203,546	5,426,719	BEXAR	
Alton	14,490	71,871	661,083	1,431,144	HILDAGO	
Andrews	12,157	83,294	8,237,919	1,117,743	ANDREWS	
Athens	12,846	113,047	5,158,967	1,199,220	HENDERSON	
Azle	11,170	149,132	2,146,656	3,467,078	PARKER/TARRANT	
Bellmead	10,061	68,267	3,296,163	1,063,459	McLENNAN	
Boerne	11,534	237,677	5,416,476	592,925	KENDALL	
Bonham	10,661	92,310	1,618,536	1,998,846	FANIN	
Borger	13,251	69,995	4,188,276	3,909,194	HUTCHENSON	
Breckenridge	5,868	66,906	1,926,233	1,722,312	STEPHENS	
Bridge City	7,902	122,610	1,351,364	1,680,431	ORANGE	
Brownfield	9,657	65,156	1,471,601	1,062,436	TERRY	
Bulverde	5,207	246,239	1,208,040	639,201	COMAL	
Burnet	7,100	146,592	1,910,256	2,134,104	BURNET	
Carthage	6,851	104,338	4,264,070	2,293,049	PANOLA	
Celina	6,597	295,383	967,775	3,280,801	COLLIN/DENTON	
Cleveland	7,675	77,205	2,926,508	2,605,311	LIBERTY / MONTGOMERY	
Clute	11,459	88,460	2,303,231	2,271,217	BRAZORIA	
Commerce	9,750	75,819	1,224,374	2,308,894	HUNT	
Crowley	13,580	143,581	2,013,816	5,190,372	TARRANT/JOHNSON	
Crystal City	7,362	46,575	885,656	860,998	ZAVALA	
Dayton	7,307	120,045	2,451,786	4,715,000	LIBERTY	
Decatur	6,523	120,832	4,116,587	3,987,962	WISE	
Diboll	5,359	75,725	645,257	1,004,838	ANGELINA	

DRAFT BENCHMARK CITIES

<u>City</u>	<u>Popul- ation</u>	<u>Average Home Value</u>	<u>Sale Tax Revenue FY14</u>	<u>Property Tax Revenue Projection</u>	<u>County</u>	<u>NOTES</u>
Dumas	14,989	97,155	3,033,915	832,715	MOORE	
Edna	5,899	107,133	1,138,217	398,129	JACKSON	
El Campo	11,612	106,514	3,455,105	2,869,617	WHARTON	
Elgin	9,916	124,881	1,574,931	2,316,810	TRAVIS/BASTROP	
Fair Oaks Ranch	6,326	453,749	429,051	1,671,586	BEXAR	
Fairview	8,200	388,496	3,037,262	4,478,660	COLLIN	
Fate	9,832	226,147	484,088	1,380,196	ROCKWALL	
Floresville	7,639	128,571	3,261,732	927,859	WILSON	
Fort Stockton	8,283	57,825	3,029,601	1,267,456	PECOS	
Galena Park	11,123	73,359	1,672,578	3,811,328	HARRIS	
Gladewater	6,514	92,825	1,177,575	1,198,931	GREGG/UPSHUR	
Glenn Heights	11,726	133,774	458,003	3,106,289	DALLAS/ELLIS	
Gonzales	7,514	97,611	2,732,165	655,411	GONZALES	
Helotes	7,960	259,001	1,610,957	2,693,430	BEXAR	
Hempstead	6,091	88,791	1,377,477	629,174	WALLER	
Henderson	13,812	128,275	5,613,532	3,406,344	RUSH	
Hewitt	13,767	143,155	1,583,148	3,549,970	McLENNAN	
Highland Park	8,850	932,128	3,528,506	10,111,802	DALLAS	
Hillsboro	8,525	84,560	2,878,218	3,149,268	HILL	
Humble	15,453	126,287	13,275,362	2,808,768	HARRIS	
Hutchins	5,403		1,612,983	1,886,058	DALLAS	
Ingleside	9,492	135,245	1,223,451	3,171,872	SAN PATRICIO	
Jacksonville	14,747	108,598	3,273,465	3,528,876	CHEROKEE	
Jasper	7,714	94,895	4,137,533	1,102,551	JASPER	
Jersey Village	7,786	226,603	3,073,908	6,397,620	HARRIS	

DRAFT BENCHMARK CITIES

<u>City</u>	<u>Popul- ation</u>	<u>Average Home Value</u>	<u>Sale Tax Revenue FY14</u>	<u>Property Tax Revenue Projection</u>	<u>County</u>	<u>NOTES</u>
Katy	14,661	168,169	10,917,566	6,943,997	FORT BEND/HARRIS	
Kermit	5,886	168,169	863,813	613,491	WINKLER	
Kilgore	13,738	46,757	11,067,291	5,399,943	RUSK/GREGG	
Kirby	8,695	97,324	287,594	1,376,226	BEXAR	
La Feria	7,302	88,060	1,164,383	1,315,931	CAMERON	
La Marque	14,873	91,334	4,324,622	3,310,924	GALVESTON	
Lacy Lakeview	6,593	86,295	1,173,471	1,033,309	McLENNAN	
Lake Dallas	8,139	149,357	1,394,589	2,372,591	DENTON	
Lakeway	12,459	481,491	2,963,039	4,954,467	TRAVIS	
Lamesa	9,422	57,872	1,660,658	1,788,425	DAWSON	
Leon Valley	11,020	131,335	3,164,975	4,123,649	BEXAR	
Levelland	13,542	79,664	3,767,024	3,955,381	HOCKLEY	
Liberty	8,743	115,726	3,564,229	3,347,540	LIBERTY	
Lindale	5,097	119,247	2,326,809	2,095,033	SMITH	
Littlefield	6,463	69,834	1,101,174	1,070,757	LAMB	
Livingston	6,430	104,090	3,275,931	0	POLK	
Lockhart	14,237	133,629	2,083,085	3,522,528	CALDWELL	
Los Fresnos	5,740	103,276	731,291	1,161,735	CAMERON	
Lucas	5,872	429,283	802,664	2,359,112	COLLIN	
Luling	5,502	89,040	1,733,874	910,993	CALDWELL	
Lumberton	12,077	162,486	2,867,724	0	HARDIN	
Manor	6,440	151,560	737,039	2,111,647	TRAVIS	
Marvel	6,069	211,825	1,578,131	2,256,804	BRAZORIA	
Melissa	6,000	238,306	1,621,202	2,475,287	COLLIN	
Mexia	7,539	75,052	2,590,104	1,976,045	LIMESTONE	

DRAFT BENCHMARK CITIES

<u>City</u>	<u>Popul- ation</u>	<u>Average Home Value</u>	<u>Sale Tax Revenue FY14</u>	<u>Property Tax Revenue Projection</u>	<u>County</u>	<u>NOTES</u>
Monahans	7,102	59,302	3,407,117	578,001	WARD/WINKLER	
Muleshoe	5,217	78,327	594,540	940,106	BAILEY	
Navasota	7,816	101,300	1,755,867	1,461,396	BRAZOS/GRIMES	
Palacios	5,238	88,885	669,764	1,405,331	MATAGORDA	
Pearsall	9,399	60,898	3,170,315	1,106,896	FRIO	
Perryton	9,231	96,885	6,237,884	1,583,697	OCHILTREE	
Pleasanton	10,200	117,172	7,074,897	2,544,056	ALTACOSA	
Port Isabel	5,391	137,685	1,904,979	1,905,892	CAMERON	
Port Neches	13,601	126,553	1,571,129	5,946,897	JEFFERSON	
Princeton	7,440	126,515	1,159,343	2,228,489	COLLIN	
Prosper	14,000	343,659	3,655,973	8,095,526	COLLIN/DENTON	
Raymondville	11,284	56,913	1,480,650	1,177,641	WILLACY	
Red Oak	11,230	160,215	3,002,747	4,078,625	ELLIS	
Richwood	5,100	127,611	336,864	1,255,182	BRAZORIA	
Rio Grande City	14,057	75,908	6,827,974	2,102,177	STARR	
Roanoke	8,000	174,826	14,632,739	4,741,528	TARRANT/DENTON	
Robinson	11,068	143,472	1,239,827	2,955,289	McLENNAN	
Rockport	9,357	265,710	2,211,344	4,707,410	ARANSAS	
Santa Fe	12,520	149,886	2,149,688	2,150,757	GALVESTON	
Seabrook	12,433	229,537	2,352,069	5,917,318	HARRIS	
Sealy	6,373	147,711	2,109,180	2,099,691	AUSTIN	
Selma	7,280	183,882	5,451,047	1,690,064	BEXAR/GUADALUPE	
Seminole	6,750	83,625	2,078,429	1,754,707	GAINES	
Slaton	6,235	64,320	570,380	1,250,120	LUBBOCK	
Snyder	11,400	104,998	4,118,804	2,039,017	SCURRY	

DRAFT BENCHMARK CITIES

<u>City</u>	<u>Popul- ation</u>	<u>Average Home Value</u>	<u>Sale Tax Revenue FY14</u>	<u>Property Tax Revenue Projection</u>	<u>County</u>	<u>NOTES</u>
South Padre Isla	5,704	441,888	2,706,633	6,572,194	CAMERON	
Sunnyvale	5,493	324,776	2,251,127	3,288,063	DALLAS	
Sweetwater	10,943	75,851	3,670,913	1,908,693	NOLAN	
Terrell Hills	5,287	564,041	236,555	4,316,021	BEXAR	
Tomball	10,964	185,887	14,343,372	5,063,599	HARRIS	
Trophy Club	9,627	289,053	1,123,976	5,974,933	TARRANT/DENTON	
Vernon	11,660	69,542	1,788,486	1,366,326	WILBARGER	
Wake Village	5,652	104,470	331,817	915,181	BOWIE	
Webster	10,881	160,230	15,561,836	4,288,767	HARRIS	
West University Place	14,787	733,240	994,814	16,408,769	HARRIS	
White Oak	6,544	162,982	821,775	1,987,637	GREGG	
Whitehouse	7,859	153,168	657,485	2,472,841	SMITH	
Willis	6,031	88,395	2,586,183	1,056,739	MONTGOMERY	
Woodway	8,587	189,365	2,183,144	3,895,292	McLENNAN	
Yoakum	5,847	64,731	1,368,384	183,273	DEWITT/LACAVAL	

Where the data was extracted:

Population: State of Texas Cities

Average Housing : City-Data.com 2011 Values

Sales Tax Revenue: St of TX Comptroller, Historical data 2014 Posted Jan-August (8months) x 1.5

Property Tax Revenues: State Comptrollers Data



City of Lucas
Council Agenda Request
Meeting Date: August 21, 2014

Name & Title of Requestor: Kathy Wingo, City Secretary

Agenda Item:

Discuss and consider the process for upcoming Boards & Commission appointments including an update on the applications received and establishing a date and time for the interviews of applicants.

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, wishes to be reconsidered
Andre Guillemaud	10/31/2014, wishes to be reconsidered
Joe Williams	10/31/2014, wishes to be reconsidered
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), does not wish to be reconsidered

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
Brenda Rizos	10/31/2014
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

ARTICLE 1.05 BOARDS, COMMISSIONS AND COMMITTEES[‡]

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)

ARTICLE 1.09 PARKS AND RECREATION[±]

Division 1. Generally

Secs. 1.09.001–1.09.030 Reserved

Division 2. Park and Open Space Board[±]

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 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



**City of Lucas
Council Agenda Request
Meeting Date: August 21, 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.