



AGENDA

City of Lucas City Council Meeting August 17, 2017

7:00 PM

**City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a City of Lucas meeting of the City Council will be held on Thursday, August 17, 2017 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

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

1. Citizen Input (Mayor Jim Olk)

Community Interest

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

2. Community Interest. (Mayor Jim Olk)

Discuss pending legislation that is being considered by the 85th Legislature Special Session and provide guidance to City Manager and City Attorney.

Executive Session

3. Pursuant to Section 551.071 (1)(A) and (2) of the Texas Government Code, the City Council will convene into Executive Session to consult with the City Attorney regarding City of Lucas v. Lawrence E. Delekta Suit #429-03482-2013. **(Mayor Jim Olk)**
4. Reconvene into open session and take any action necessary as a result of the Executive Session. **(Mayor Jim Olk)**

Consent Agenda

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

5. Authorize the Mayor to enter into an interlocal agreement between the City of Lucas and the North Central Texas Council of Governments (NCTOG) for Public Works Emergency Response Team (PWERT). **(Assistant Fire Chief/Emergency Management Coordinator Lance Gant)**

Public Hearing Agenda

6. Public hearing to consider the tax rate for Fiscal Year 2017-2018. **(Finance Director Liz Exum)**
 - A. Conduct public hearing
 - B. No action necessary, discussion item only

Regular Agenda

7. Receive presentation and consider approving Resolution R 2017-08-00464 supporting the Little Free Library Program and receive presentation from Lovejoy High School student Sophia Foster regarding implementation of a Little Free Library at the Lucas Community Park. **(Mayor Jim Olk)**
8. Consider adopting Ordinance 2017-08-00864 amending Code of Ordinances, Appendix C- "Fee Schedule" Articles 19.000 and 20.000 adjusting the water and wastewater rates for a five year period beginning October 1, 2017 through September 30, 2022. **(Finance Director Liz Exum)**
9. Consider adopting Ordinance 2017-08-00862 amending the City Code of Ordinances, Chapter 4, Article 4.06 Alcohol Sales by setting requirements for alcohol permits. **(City Secretary Stacy Henderson)**
10. Discuss the Fiscal Year 2017-2018 Proposed Budget. **(Finance Director Liz Exum)**
11. Consider adopting Ordinance 2017-08-00863 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Miscellaneous Permits, Registration and Licensing, Parks and Recreation, Solid Waste Collection and Disposal, and Network Providers. **(Development Services Director Joe Hilbourn, City Secretary Stacy Henderson)**
12. Discuss and provide information on various alignments and easements for the Snider Lane Eight-Inch Waterline Project from Shady Lane to the Lakeview Downs neighborhood. **(Public Works Director/City Engineer Stanton Foerster)**
13. Adjournment.

Certification

I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on August 7, 2017.

Stacy Henderson, City Secretary

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



City of Lucas City Council Agenda Request August 17, 2017

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizens' Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request August 17, 2017

Item No. 02

Requester: Mayor Jim Olk

Agenda Item:

Items of Community Interest:

Discuss pending legislation that is being considered by the 85th Legislature Special Session and provide guidance to City Manager and City Attorney.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request August 17, 2017

Item No. 03

Requester: Mayor Jim Olk

Agenda Item:

Executive Session:

Pursuant to Section 551.071 (1)(A) and (2) of the Texas Government Code, the City Council will convene into Executive Session to consult with the City Attorney regarding City of Lucas v. Lawrence E. Delekta Suit #429-03482-2013.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request August 17, 2017

Item No. 04

Requester: Mayor Jim Olk

Agenda Item:

Reconvene into open session and take any action necessary as a result of the Executive Session.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request August 17, 2017

Item No. 05

Requester: Assistant Fire Chief/Emergency Management Coordinator Lance Gant

Consent Agenda Item:

5. Authorize the Mayor to enter into an interlocal agreement between the City of Lucas and the North Central Texas Council of Governments (NCTOG) for Public Works Emergency Response Team (PWERT).

Background Information:

The PWERT was created to provide public works assistance when an emergency or disaster overwhelms local resources. The response team was created by and for local governments and operates on a voluntary quid pro quo basis. The PWERT Mutual Aid Agreement is required to be approved by local city councils prior to membership.

Attachments/Supporting Documentation:

1. North Central Texas Public Works Mutual Aid Agreement

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the Consent Agenda.

Motion:

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

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;*

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____,

_____, Texas
(Local Jurisdiction)

By: _____

Printed Name: _____

Title: _____



City of Lucas Council Agenda Request August 17, 2017

Item No. 06

Requester: City Manager Joni Clarke, Finance Director Liz Exum

Agenda Item:

Public hearing to consider the tax rate for Fiscal Year 2017-2018.

- A. Conduct public hearing
- B. No action necessary, discussion item only

Background Information:

At the August 3, 2017 City Council meeting, the Lucas City Council approved placing a public notice in the City's official newspaper, the Allen American, using a proposed tax rate of .317948 (\$0.198696 M&O and \$0.119252 Debt) per \$100 of valuation. The proposed rate is the highest possible rate that can be adopted. The City Council can adopt a rate that is lower than the published proposed rate but cannot exceed it.

This is the first public hearing. The second public hearing will be held on September 7, 2017. Consideration and action by the City Council will occur on September 21, 2017.

For reference, the tax calculations for the 2017-2018 tax year from the Collin County Tax Assessor-Collector are:

- The roll back tax rate - \$0.351976 (\$0.232724 M&O and \$0.119252 Debt)
- The effective tax rate - \$0.297432 (\$0.178180 M&O and \$0.119252 Debt)

Attachments/Supporting Documentation:

1. Notice of Tax Rate Advertisement.

Budget/Financial Impact:

Rate as included in the Proposed Budget for FY 2017-2018.

Recommendation:

This is the first public hearing regarding the tax rate for the 2017/2018 fiscal year and no action is required. The second public hearing is scheduled for September 7, 2017. The scheduled date to adopt the ordinance approving the tax rate for FY 2017-2018 is September 21, 2017.

Motion:

NA

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF LUCAS

A tax rate of \$0.317948 per \$100 valuation has been proposed for adoption by the governing body of City of Lucas. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Lucas proposes to use revenue attributable to the tax rate increase for the purpose of funding capital roadway improvements, additional public safety positions, street maintenance, needed equipment and vehicles, improvements to the city's trails and parks and other operational enhancements.

PROPOSED TAX RATE	\$0.317948 per \$100
PRECEDING YEAR'S TAX RATE	\$0.317948 per \$100
EFFECTIVE TAX RATE	\$0.297432 per \$100
ROLLBACK TAX RATE	\$0.351976 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Lucas from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that City of Lucas may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun
Tax Assessor-Collector
2300 Bloomdale Road
McKinney, TX 75071
972-547-5020
kmaun@collincountytx.gov
www.lucastexas.us/budgets

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 17, 2017 at 7:00 pm at City of Lucas, City Hall, 665 Country Club Road, Lucas, TX 75002.

Second Hearing: September 7, 2017 at 7:05 pm at City of Lucas, City Hall, 665 Country Club Road, Lucas, TX 75002.



City of Lucas

City Council Agenda Request

August 17, 2017

Item No. 07

Requester: Mayor Jim Olk

Agenda Item:

Receive presentation and consider approving Resolution R 2017-08-00464 supporting the Little Free Library Program and receive presentation from Lovejoy High School student Sophia Foster regarding implementation of a Little Free Library at the Lucas Community Park.

Background Information:

Sophia Foster is a sophomore at Lovejoy High School working on her senior project. Her project consists of building and implementing a Little Free Library to be placed in the Lucas Community Park inside the pavilion area. Ms. Foster intends to begin building the library station once approval is obtained from the Little Free Library organization, with a grand opening date of December 2017.

Attachments/Supporting Documentation:

1. Resolution 2017-08-00464
2. Little Free Library Presentation

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



RESOLUTION R-2017-08-00464
[Support of the Little Free Libraries Organization]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS,
SUPPORTING THE LITTLE FREE LIBRARY PROGRAM, APPROVING A
LITTLE FREE LIBRARY IN THE LUCAS COMMUNITY PARK; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Little Free Library is a non-profit organization that inspires a love of reading, builds community by fostering neighborhood book exchanges, and increases access to books for readers of all ages and backgrounds; and

WHEREAS, a Little Free Library is a “take a book, return a book” free book exchange that anyone may take a book or bring a book to share, offering a personal, unique opportunity within the community; and

WHEREAS, there are over 50,000 registered Little Free Library book exchanges in the United States and 70 countries around the world. The most common Little Free Library is in the form of a small wooden box of books.

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

SECTION 1. That the City Council of the City of Lucas, Texas does support the Little Free Library Organization and approves placing a Little Free Library in the Lucas Community Park located at 665 Country Club Road in Lucas, Texas.

SECTION 2. That this resolution shall become effective immediately from and after its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 17th day of August, 2017.

City of Lucas, Texas

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



LITTLE FREE LIBRARY.ORG[®]
TAKE A BOOK • RETURN A BOOK

Why Little Free Libraries are needed

- Allen Public Library is 15 to 20 minutes away
 - A library card is required for checkouts
 - Limited checkout hours
 - They're a good way for people in the community to interact
-





Little Free Library Benefits

- A fraction of the cost of a conventional library
- Convenient
- Community interaction
- Variety of books

Community Interaction

Little Free Libraries are a great way for people in the community to interact



All Ages

All kinds of books
can be available



Local Pride

The Libraries can be
any design



Social Media

A running log of
available books could
be kept



Multiple Locations

Community build
days and extensions

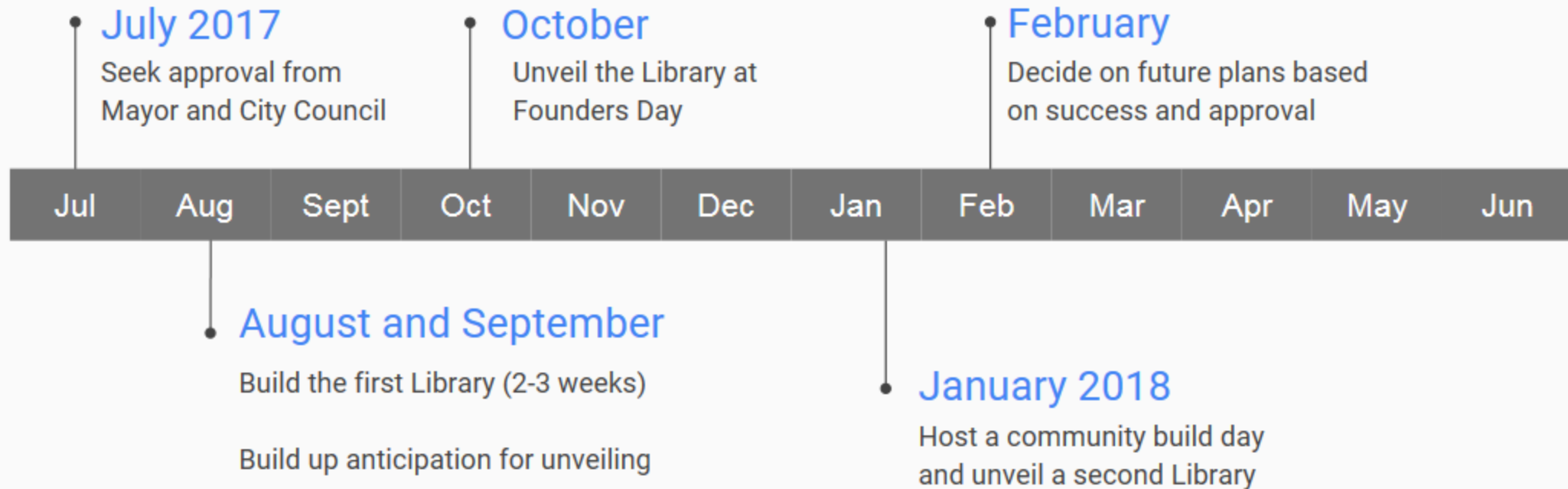
Information

- Each Library costs about \$100-250
- Libraries have a designated caretaker
- Registration costs around \$40 per Library
- Maintenance costs around \$20 a year
- Books are free with a kick-off book drive



My Plan

What will happen with approval and when





City of Lucas Council Agenda Request August 17, 2017

Item No. 08

Requester: City Manager Joni Clarke, Finance Director Liz Exum

Agenda Item:

Consider adopting Ordinance 2017-08-00864 amending Code of Ordinances, Appendix C- “Fee Schedule” Articles 19.000 and 20.000 adjusting the water and wastewater rates for a five year period beginning October 1, 2017 through September 30, 2022.

Background Information:

Staff contracted with Capex Consulting Group to complete an updated water and wastewater rate study for Fiscal Year 2017-2018 and for a forecast period of five years. The purpose of this study was to design and implement a rate plan that will enable the water fund to meet operating and capital expenditure requirements for a five year period beginning in Fiscal Year 2017-2018. The rate study included the use of Utility Fund reserves along with issuing \$3 million dollars in Certificates of Obligation to construct a new water tower and make operational improvements to our water system. This study also takes into account that our wholesale provider, North Texas Municipal Water District is proposing a 10% increase in our wholesale water rates. The study considers each customer class (residential or commercial) to make sure any rate structure is just and reasonable. It also reflect national and industry standards for ratemaking as well as making sure our rates are competitive with other water providers in the area. Council approved the results of this study at the city council meeting held on July 6, 2017.

Section 10.03, Regulation of Rates in the City of Lucas Home Rule Charter, calls for a public hearing for consideration of any change to rates. The public hearing was held on August 3, 2017.

Attachments/Supporting Documentation:

1. Ordinance 2017-08-00864 amending Code of Ordinances, Appendix C – “Fee Schedule” adjusting the water and wastewater rates.

Budget/Financial Impact:

Varies according to usage

Recommendation:

City Staff recommends approval of Ordinance 2017-08-00864 amending Code of Ordinances Appendix C – “Fee Schedule” adjusting the water and wastewater rates for a five year period beginning October 1, 2017 through September 30, 2022.



City of Lucas Council Agenda Request August 17, 2017

Item No. 08

Motion:

I make a motion to approve/deny adopting Ordinance 2017-08-00864 amending Code of Ordinances, Appendix C – “Fee Schedule” adjusting the water and wastewater rates for a five year period beginning October 1, 2017 through September 30, 2022.



ORDINANCE 2017-08-00864
[AMENDING CODE OF ORDINANCE APPENDIX C “FEE SCHEDULE”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED “FEE SCHEDULE” BY AMENDING ARTICLE 19.000 TITLED “WASTEWATER RATES” AND ARTICLE 20.000 TITLED “WATER AND INSTALLATION RATES” BY PROVIDING NEW RATES FOR RESIDENTIAL AND NON-RESIDENTIAL WASTEWATER AND WATER USAGE CUSTOMERS; 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.

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Appendix “C” titled “Fee Schedule” by amending Article 19.000 titled “Wastewater Rates” and Article 20.000 titled “Water and Installation Rates”, to read as follows:

“APPENDIX C

FEE SCHEDULE

...

ARTICLE 19.000 WASTEWATER RATES

The following rates shall apply to all nonresidential customers:

Effective Date	10/01/17	10/01/18	10/01/19	10/01/20	10/01/21
5/8" Meter	\$22.47	\$24.72	\$26.97	\$29.22	\$31.47
1" Meter	\$39.26	\$39.85	\$40.45	\$41.05	\$41.67
1 1/2" Meter	\$74.16	\$75.27	\$76.40	\$77.54	\$78.71
2" Meter	\$118.23	\$120.00	\$121.80	\$123.63	\$125.48
3" Meter	\$144.07	\$146.23	\$148.42	\$150.65	\$152.91
4" Meter	\$333.86	\$338.87	\$343.95	\$349.11	\$354.35
6" Meter	\$406.43	\$412.52	\$418.71	\$424.99	\$431.37
8" Meter	\$755.29	\$766.62	\$778.12	\$789.79	\$801.64
Fire Hydrants / Other					
*Consumption Charge					
2,000	\$4.32	\$4.70	\$5.12	\$5.58	\$6.10
Greater					

*Consumption Charge – on a per monthly basis for every 1,000 gallons of water used after the first 2,000 gallons, the customer shall be charged the current consumption rate in effect. On an annual reconciled basis, if the discharge into the wastewater system by the customer exceeds the volume of water sold to the customer, the customer shall be charged the current consumption rate in effect per 1,000 gallons of wastewater discharge greater than the volume of water sold to the customer. The customer is responsible for paying for every gallon of wastewater discharge into the system regardless of the amount of water that is used by the customer.

ARTICLE 20. WATER AND INSTALLATION RATES

Sec. 20.100 Water rates for all residential customers within city limits

Effective Date		10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
Residential						
5/8" Meter		\$22.50	\$22.83	\$23.15	\$23.48	\$23.80
1" Meter		\$35.33	\$35.97	\$36.62	\$37.26	\$37.90
1 1/2" Meter		\$42.97	\$43.04	\$43.11	\$43.17	\$43.24
2" Meter		\$78.44	\$80.94	\$83.43	\$85.93	\$88.42
Consumption Charge						
2,001	3,000	\$5.56	\$5.88	\$6.22	\$6.58	\$6.96
3,001	4,000	\$5.56	\$5.88	\$6.22	\$6.58	\$6.96
4,001	5,000	\$5.56	\$5.88	\$6.22	\$6.58	\$6.96
5,001	6,000	\$5.91	\$6.25	\$6.61	\$7.00	\$7.40
6,001	7,000	\$5.91	\$6.25	\$6.61	\$7.00	\$7.40
7,001	10,000	\$5.91	\$6.25	\$6.61	\$7.00	\$7.40
10,001	11,000	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
11,001	16,000	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
16,001	20,000	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
20,001	21,000	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
21,001	25,000	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
25,001	30,000	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
30,001	50,000	\$6.46	\$6.84	\$7.24	\$7.66	\$8.10
50,001	Greater	\$6.94	\$7.35	\$7.77	\$8.22	\$8.70

Sec. 20.200 Water rates for all commercial customers within city limits

Effective Date		10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
Commercial						
5/8" Meter		\$24.86	\$24.89	\$24.92	\$24.95	\$24.98
1" Meter		\$37.60	\$38.29	\$38.97	\$39.66	\$40.35
1 1/2" Meter		\$57.27	\$57.69	\$58.11	\$58.53	\$58.95
2" Meter		\$119.70	\$120.97	\$122.25	\$123.52	\$124.80
3" Meter		\$189.28	\$191.46	\$193.64	\$195.82	\$198.00
4" Meter		\$363.46	\$364.84	\$366.23	\$367.61	\$369.00
6" Meter		\$538.06	\$539.55	\$541.03	\$542.52	\$544.00

8" Meter Consumption Charge		\$1,066.34	\$1,073.26	\$1,080.17	\$1,087.09	\$1,094.00
2,001	3,000	\$5.59	\$5.97	\$6.38	\$6.81	\$7.28
3,001	4,000	\$5.59	\$5.97	\$6.38	\$6.81	\$7.28
4,001	5,000	\$5.59	\$5.97	\$6.38	\$6.81	\$7.28
5,001	6,000	\$5.94	\$6.35	\$6.78	\$7.24	\$7.73
6,001	7,000	\$5.94	\$6.35	\$6.78	\$7.24	\$7.73
7,001	10,000	\$5.94	\$6.35	\$6.78	\$7.24	\$7.73
10,001	11,000	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
11,001	16,000	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
16,001	20,000	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
20,001	21,000	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
21,001	25,000	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
25,001	30,000	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
30,001	50,000	\$6.49	\$6.93	\$7.40	\$7.91	\$8.44
50,001	100,000	\$6.61	\$7.06	\$7.54	\$8.05	\$8.60
100,001	Greater	\$6.81	\$7.27	\$7.77	\$8.30	\$8.86

Sec. 20.300 Water rates for out-of-city residential

Effective Date		10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
Residential						
5/8" Meter		\$33.75	\$34.24	\$34.73	\$35.21	\$35.70
1" Meter		\$53.00	\$53.97	\$54.93	\$55.89	\$56.86
1 1/2" Meter		\$64.45	\$64.55	\$64.65	\$64.75	\$64.85
2" Meter		\$117.67	\$121.42	\$125.16	\$128.90	\$132.64
Consumption Charge						
2,001	3,000	\$9.11	\$9.64	\$10.20	\$10.79	\$11.42
3,001	4,000	\$9.11	\$9.64	\$10.20	\$10.79	\$11.42
4,001	5,000	\$9.11	\$9.64	\$10.20	\$10.79	\$11.42
5,001	6,000	\$9.69	\$10.25	\$10.85	\$11.48	\$12.14
6,001	7,000	\$9.69	\$10.25	\$10.85	\$11.48	\$12.14
7,001	10,000	\$9.69	\$10.25	\$10.85	\$11.48	\$12.14
10,001	11,000	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
11,001	16,000	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
16,001	20,000	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
20,001	21,000	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
21,001	25,000	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
25,001	30,000	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
30,001	50,000	\$10.60	\$11.22	\$11.87	\$12.56	\$13.28
50,001	Greater	\$11.39	\$12.05	\$12.75	\$13.49	\$14.27

Sec. 20.400 Water rates for out-of-city commercial

Effective Date		10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
Commercial Outside						
Min. Charge 0 - 2,000 Gallons						
5/8" Meter		\$37.29	\$37.34	\$37.38	\$37.43	\$37.47
1" Meter		\$56.40	\$57.43	\$58.46	\$59.49	\$60.53
1 1/2" Meter		\$85.91	\$86.54	\$87.17	\$87.80	\$88.43
2" Meter		\$179.54	\$181.46	\$183.37	\$185.29	\$187.20
3" Meter		\$283.92	\$287.19	\$290.46	\$293.73	\$297.00
4" Meter		\$545.18	\$547.26	\$549.34	\$551.42	\$553.50
6" Meter		\$807.10	\$809.32	\$811.55	\$813.77	\$816.00
8" Meter		\$1,599.52	\$1,609.89	\$1,620.26	\$1,630.63	\$1,641.00
Consumption Charge						
2,001	3,000	\$9.17	\$9.80	\$10.46	\$11.18	\$11.94
3,001	4,000	\$9.17	\$9.80	\$10.46	\$11.18	\$11.94
4,001	5,000	\$9.17	\$9.80	\$10.46	\$11.18	\$11.94
5,001	6,000	\$9.75	\$10.41	\$11.12	\$11.87	\$12.68
6,001	7,000	\$9.75	\$10.41	\$11.12	\$11.87	\$12.68
7,001	10,000	\$9.75	\$10.41	\$11.12	\$11.87	\$12.68
10,001	11,000	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
11,001	16,000	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
16,001	20,000	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
20,001	21,000	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
21,001	25,000	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
25,001	30,000	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
30,001	50,000	\$10.64	\$11.37	\$12.14	\$12.97	\$13.85
50,001	100,000	\$10.84	\$11.58	\$12.37	\$13.21	\$14.11
100,001	Greater	\$11.17	\$11.93	\$12.74	\$13.60	\$14.53

20.500 Out-of-city rates

Out-of-city rates shall be calculated as:

- (1) Minimum charge: 1.5 times in-city rate.
- (2) Volumetric rate per thousand gallons: 1.64 times in-city rate.

Sec. 20.600 Water and utilities installation rates

- a. 1" meter: \$2,100.00.
- b. 2" meter: \$4,200.00.

- c. 3" meter: \$6,300.00.
- d. 4" meter: \$8,400.00
- e. Tap: \$500.00.
- f. Standard bore: \$1,000.00.
- g. Nonstandard bore: Cost + 20%.
- h. Reread: \$25.00.
- i. Disconnect water service: \$25.00.
- j. Reconnect water service: \$25.00.
- k. Late fee: \$25.00.
- l. NSF returned check: \$25.00.
- m. Meter tampering: \$500.00.
- n. Meter testing: \$500.00 (fee charged if found to be accurate within 3%. No charge if inaccurate).
- o. Replacement for damaged meter: \$600.00.
- p. Fire hydrant meter deposit: \$1,500.00 (includes backflow preventer + rental and water).
- q. Fire hydrant monthly rental: \$50.00.
- r. Fire hydrant meter water usage (per current water rate schedule): Current rate.
- s. Required deposit for in-city water service: \$100.00.
- t. Required deposit for out-of-city water service: \$125.00.
- u. Water meter upgrade 3/4" to 1": \$600.00.
- v. Water meter upgrade 3/4 or 1" to 2": \$1,200.00.

Sec. 20.700 Drought contingency surcharge

During a stage 3 or stage 4 drought response stage, water used in excess of 25,000 gallons per month will be billed a \$3.50 surcharge per 1,000 gallons as set forth in the city's drought contingency.

Sec. 20.800 Administrative remedies for violations

- (a) First offense: \$200.00.
- (b) Second offense: \$400.00.
- (c) Third offense: \$600.00.
- (d) Fourth and subsequent offenses: \$2,000.00.”

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 the 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 (\$2,000.00) 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 17th DAY OF AUGUST, 2017.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-20-2017/88188)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

August 17, 2017

Item No. 09

Requester: City Secretary Stacy Henderson

Agenda Item:

Consider adopting Ordinance 2017-08-00862 amending the City Code of Ordinances, Chapter 4, Article 4.06 Alcohol Sales by setting requirements for alcohol permits.

Background Information:

After review of the City's Code of Ordinances related to alcohol permit requirements, it was determined that there was not adequate language in the Code of Ordinances outlining the permitting process and the length in which alcohol permits were valid.

The proposed ordinance clarifies the permitting process and two-year time frame in which permits are valid, that also coincides with the Texas Alcoholic Beverage Commission requirements.

Attachments/Supporting Documentation:

1. Ordinance 2017-08-00862

Budget/Financial Impact:

NA

Recommendation:

Staff recommends approval of Ordinance 2017-08-00862 outlining alcohol permit requirements.

Motion:

I make a motion to approve adopting Ordinance 2017-08-00862 amending the City Code of Ordinances, Chapter 4, Article 4.06 Alcohol Sales by setting requirements for alcohol permits and permit fees.



ORDINANCE 2017-08-00862
[AMENDING CODE OF ORDINANCES, CHAPTER 4]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 4 TITLED “BUSINESS REGULATIONS” BY AMENDING ARTICLE 4.06 TITLED “ALCOHOL SALES” BY ADDING SUBSECTION 4.06.003 TITLED “PERMIT REQUIRED; FEES” SETTING FORTH REQUIREMENTS FOR PERMITS AND PERMIT FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 4 titled “Business Regulations” by amending Article 4.06 titled “Alcohol Sales”, to read as follows:

“CHAPTER 4

BUSINESS REGULATIONS

...

ARTICLE 4.06 ALCOHOL SALES

...

Sec. 4.06.003 Permit required; fees

No person shall sell alcoholic beverages within the city without first paying the appropriate fee to the city secretary and obtaining a city permit to sell alcoholic beverages at a specific location. The fee shall be equal to one-half (½) of the fee charged by the state for the particular license issued by the Texas Alcoholic Beverage Commission, except when said fee is waived according to the provisions of the Texas Alcoholic Beverage Code. Following payment of the fee and approval of the permit application, as set forth herein, the city secretary shall issue a permit for that location for a period of two (2) years.”

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 the 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 Five Hundred Dollars (\$500.00) 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 17th DAY OF AUGUST 2017.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-26-2017/88430)

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request August 17, 2017

Item No. 10

Requester: City Manager Joni Clarke, Finance Director Liz Exum

Agenda Item:

Discuss the Fiscal Year 2017-2018 Proposed Budget.

Background Information:

The proposed budget was presented at the August 3, 2017 City Council meeting and the July 20 budget workshop. This budget was prepared using the certified assessed valuation from Collin County Appraisal District and the proposed calculated existing tax rate of .317948. The revised projection for the fiscal year 2017-2018 shows excess revenue over expenditures in the amount of \$185,714. At the August 3, 2017 City Council meeting, the City Council approved the replacement of a generator located at the Fire Station in the amount of \$80,000. This item was added to the budget line item 11-8300-420 Capital Overlay Equipment.

Attachments/Supporting Documentation:

1. Detailed Proposed Budget for FY 2017-2018.

Budget/Financial Impact:

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

Recommendation:

No action is required. A public hearing for the FY 2017-2018 proposed budget is scheduled for Thursday September 7, 2017. The meeting for the City Council to pass an ordinance adopting the FY 2017-2018 budget is scheduled for Thursday September 21, 2017.

Motion:

N/A



City of Lucas, Texas Proposed Budget for Fiscal Year 2017–2018

This budget will raise more revenue from property taxes than last year's budget by an amount of \$334,230 which is a 11.70 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 \$160,649.

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

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2017–2018	2016–2017
Property Tax Rate:	\$0.317948/100	\$0.317948/100
Effective Tax Rate:	\$0.297432/100	\$0.317948/100
Effective Maintenance & Operations Tax Rate:	\$0.215486/100	\$0.230371/100
Rollback Tax Rate:	\$0.351976/100	\$0.326030/100
Debt Rate:	\$0.119252/100	\$0.087577/100

Total debt obligation for City of Lucas secured by property taxes: \$1,197,172

CITY OF LUCAS

Proposed Budget Fiscal Year 2017-2018

Mayor

Jim Olk

Mayor Pro-Tem: Kathleen Peele

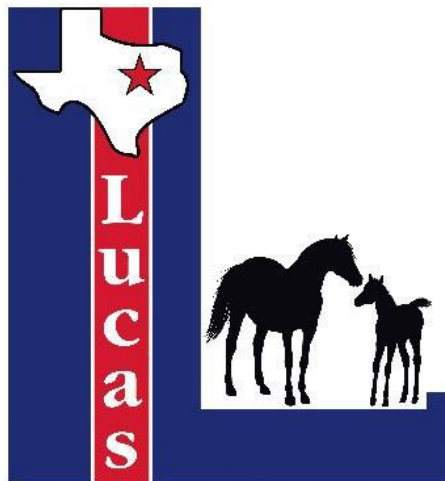
Councilwoman: Debbie Fisher

Councilman: Wayne Millsap

Councilman: Phil Lawrence

Councilman: Tim Baney

Councilman: Steve Duke



Joni Clarke, City Manager
Liz Exum, Finance Director

TABLE OF CONTENTS

OVERVIEW

Organizational Chart	Page	1
----------------------	------	---

FINANCIAL SUMMARY

Total Funds Budget Overview	Pages	2-3
General Fund Balance Summary	Page	4
Water Fund Balance Summary	Page	5
Capital Fund Summary	Page	6
Impact/Development Fee Summary	Page	7
Tax Revenue Comparisons	Page	8

OPERATING BUDGET

GENERAL FUND:

General Fund Revenue Summary Chart	Page	9
General Fund Departmental Expenditures Chart	Page	10
Revenue	Pages	11-12
City Council	Page	13
City Secretary	Page	14
Administration/Finance	Page	15
Public Works - Engineering	Page	16
Public Works - Operations	Page	17
Parks	Page	18
Development Services	Page	19
Fire Department	Page	20-21
Non-Departmental	Page	22

CAPITAL FUND:

Capital Improvements Revenue Summary	Page	23
Capital Improvements - Water and General Fund	Page	24

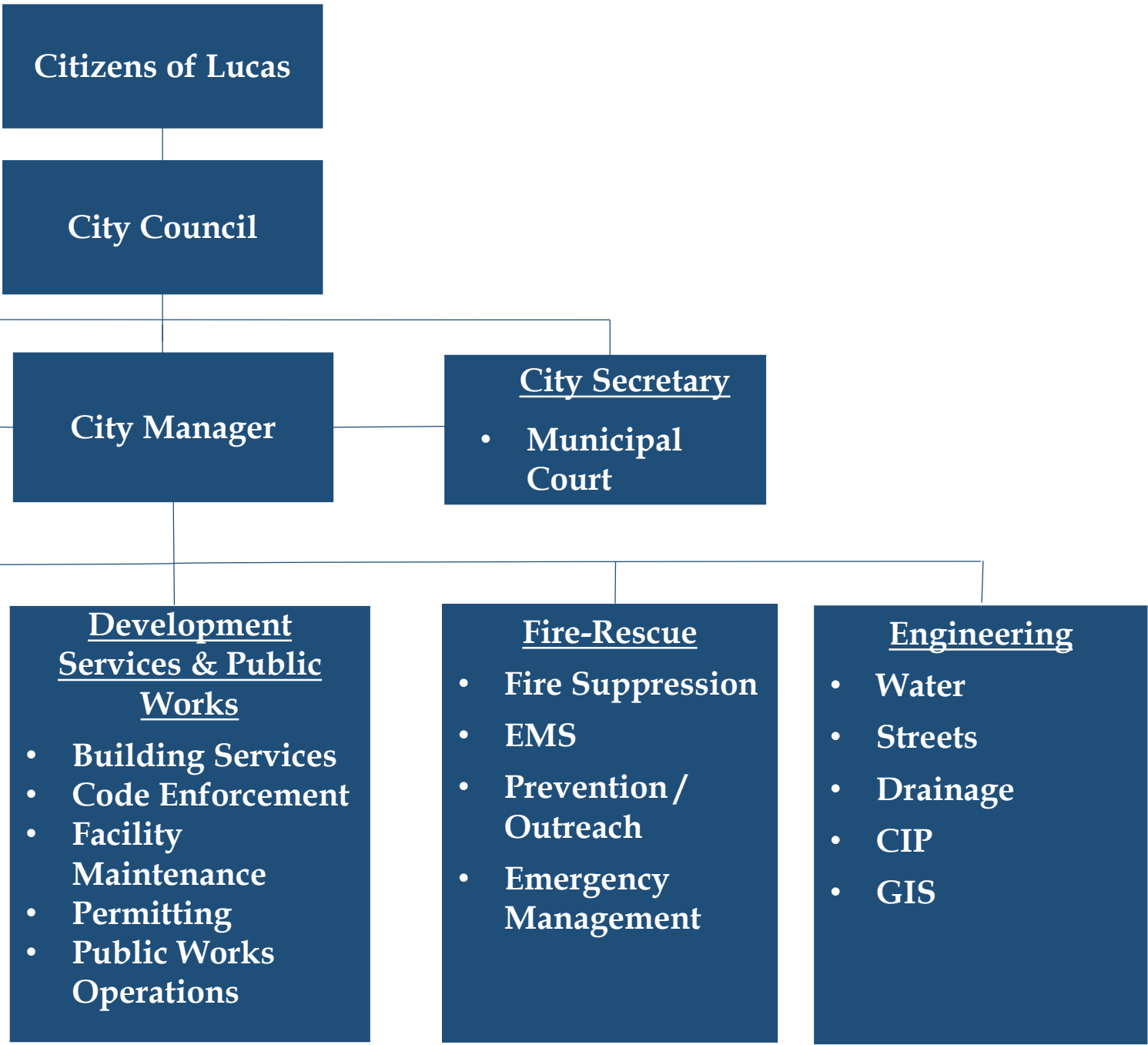
WATER FUND:

Water Fund Revenue Summary Chart	Page	25
Water Fund Expenditures Summary Chart	Page	26
Revenue	Page	27
Water	Page	28-29
Water - Engineering	Page	30
Water Debt Service	Page	31

DEBT SERVICE FUND:

Debt Service Summary	Page	32
----------------------	------	----

City of Lucas Organizational Chart



	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET
REVENUE SUMMARY				
GENERAL FUND				
PROPERTY TAXES	1,996,065	2,279,538	2,281,538	2,216,687
OTHER TAXES	1,358,303	1,287,000	1,367,000	1,367,000
FINES & FORFEITURES	444	522	2,984	2,984
LICENSES & PERMITS	595,867	626,490	654,584	634,480
FIRE DEPARTMENT REVENUE	684,321	694,331	716,140	766,353
FEES & SERVICE CHARGES	90,079	78,450	88,431	81,450
MISCELLANEOUS REVENUES	521,214	466,124	488,539	518,227
TOTAL GENERAL FUND REVENUE	5,246,293	5,432,455	5,599,216	5,587,181
WATER UTILITIES FUND				
FEES & SERVICE CHARGES	3,927,574	3,930,121	3,967,871	4,378,427
BOND PROCEEDS			3,047,918	0
MISCELLANEOUS REVENUES	37,480	36,250	230,011	48,750
TOTAL WATER UTILITIES FUND REVENUE	3,965,054	3,966,371	7,245,800	4,427,177
DEBT SERVICE FUND				
PROPERTY TAXES	970,934	806,148	869,362	1,224,048
TOTAL DEBT SERVICE FUND REVENUE	970,934	806,148	869,362	1,224,048
COMBINED REVENUE TOTALS	10,182,281	10,204,974	13,714,378	11,238,406
EXPENDITURES				
GENERAL FUND				
CITY COUNCIL	19,015	18,389	18,389	18,870
CITY SEC	130,021	147,469	153,633	170,229
ADMIN/FINANCE	497,207	526,233	536,486	544,933
DEVELOPMENT SERVICES	279,535	387,170	389,965	433,791
PUBLIC WORKS	1,128,870	214,692	216,582	214,886
PUBLIC WORKS - ENGINEERING	0	1,086,934	1,090,183	1,023,022
PARKS	106,408	91,255	96,255	195,790
FIRE	1,582,467	2,065,378	2,177,500	2,161,002
NON-DEPARTMENTAL	375,041	506,683	488,076	638,944
TOTAL GENERAL FUND EXPENDITURES	4,118,564	5,044,203	5,167,069	5,401,467
WATER UTILITIES FUND				
WATER UTILITIES	3,036,861	3,257,051	3,469,373	3,553,919
WATER - ENGINEERING	0	175,658	181,547	140,524
TOTAL WATER FUND EXPENDITURES	3,036,861	3,432,709	3,650,920	3,694,443
DEBT SERVICE				
WATER UTILITIES	522,716	519,567	567,285	650,198
GENERAL FUND	826,539	782,948	782,948	1,197,171
TOTAL DEBT SERVICE	1,349,255	1,302,515	1,350,233	1,847,369
TOTAL EXPENDITURES	8,504,680	9,779,427	10,168,222	10,943,279
NET REVENUE LESS EXPENDITURES	1,677,601	425,548	3,546,157	295,128

	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET
SUMMARY BY FUND				
GENERAL FUND				
REVENUE	5,246,293	5,432,455	5,599,216	5,587,181
EXPENDITURES	4,118,564	5,044,203	5,167,069	5,401,467
NET REVENUE LESS EXPENDITURES	1,127,729	388,252	432,147	185,714
WATER UTILITES FUND				
REVENUE	3,965,054	3,966,371	7,245,800	4,427,177
EXPENDITURES	3,036,861	3,432,709	3,650,920	3,694,443
DEBT SERVICE	522,716	519,567	567,285	650,198
NET REVENUE LESS EXPENDITURES	405,477	14,095	3,027,595	82,537
DEBT SERVICE FUND-GENERAL				
REVENUE	970,934	806,148	869,362	1,224,048
EXPENDITURES	826,539	782,948	782,948	1,197,171
NET REVENUE LESS EXPENDITURES	144,395	23,201	86,415	26,877
NET REVENUE LESS EXPENDITURES	1,677,601	425,548	3,546,157	295,128

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	IMPACT FEES	TOTAL GOVERNMENTAL
BEGINNING FUND BALANCE	6,074,802	790,811	7,385,000	162,975	1,451,261	951,506	16,816,355
PROPERTY TAXES	2,216,687	1,224,048					3,440,735
OTHER TAXES	1,367,000						1,367,000
FINES & FORFEITURES	2,984						2,984
LICENSES & PERMITS	634,480						634,480
FIRE DEPARTMENT REVENUE	766,353						766,353
FEES & SERVICE CHARGES	81,450						81,450
MISCELLANEOUS REVENUES	518,227		12,000	22,000			552,227
IMPACT FEE REVENUE (11-4500)						180,000	180,000
TRANSFER IMPACT FEES TO CAPITAL			737,000				737,000
TOTAL REVENUES	5,587,181	1,224,048	749,000	22,000	0	180,000	7,762,229
EXPENDITURES							
CITY COUNCIL	18,870						18,870
CITY SEC	170,229						170,229
ADMIN/FINANCE	544,933						544,933
DEVELOPMENT SERVICES	433,791						433,791
PUBLIC WORKS	214,886						214,886
PUBLIC WORKS - ENGINEERING	1,023,022						1,023,022
PARKS	195,790						195,790
FIRE	2,161,002						2,161,002
NON-DEPARTMENTAL	638,944						638,944
DEBT SERVICE PRINCIPAL		785,000					785,000
DEBT SERVICE INTEREST/BOND EXP		412,171					412,171
CAPITAL PROJ EXP RTR W LUCAS RD/CC INTERSECTION DRAINAGE (21-8210-301)					63,181	15,819	79,000
CAPITAL PROJ EXP RTR W LUCAS RD TO ANGEL PKWY(21-8210-302)					1,388,080	15,539	1,403,619
WINNINGKOFF TRAIL PROJECT							0
CAPITAL PROJECTS BAIT SHOP INTERSECTION							0
CAPITAL PROJECTS SAFETY ENHANCEMENTS							0
CAPITAL ROADWAY PROJECTS			8,134,000			737,000	8,871,000
TOTAL EXPENDITURES	5,401,467	1,197,171	8,134,000	0	1,451,261	768,358	16,952,257
NET CHANGE IN FUND BALANCE	185,714	26,877	(7,385,000)	22,000	(1,451,261)	(588,358)	(9,190,028)
ENDING FUND BALANCE	6,260,516	817,688	0	184,975	0	363,148	7,626,327
MINUS RESTRICTED FOR:							
IMPACT FEES						(363,148)	(363,148)
BROCKDALE ROAD IMPROVEMENTS				(184,975)			(184,975)
RESTRICTED FOR CAPITAL OUTLAY - GENERAL FUND (FY 15-16)/(FY 16-17)/(FY 17-18)	(150,000)						(150,000)
DEBT SERVICE PAYMENTS		(817,688)					(817,688)
MUNICIPAL COURT/PEG FEES	(73,851)						(73,851)
CAPITAL IMPROVEMENT PROJECTS			0		0		0
UNASSIGNED FUND BALANCE	6,036,665	0	0	0	0	0	6,036,665
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	6,036,665	0	0			0	6,036,665
AMOUNT IN DAYS OPERATING COST	408						408
AMOUNT IN MONTHS OPERATING COST	14						14
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(2,700,734)						(2,700,734)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	3,335,933						3,335,933
AMOUNT IN DAYS OPERATING COST	225						225
AMOUNT IN MONTHS OPERATING COST	8						8

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	4,843,017	3,120,979	0	7,963,996
WATER REVENUE	3,736,818			3,736,818
WASTE WATER REVENUE	42,000			42,000
TRASH REVENUE	599,609			599,609
MISCELLANEOUS REVENUES	48,750			48,750
REFUND NTMWD CAPITAL				0
DEVELOPERS FEES - SEWER	0			0
IMPACT FEES			225,000	225,000
TRANSFER IN IMPACT FEES		225,000		225,000
TRANSFER IN FUND BALANCE - WATER		188,764		188,764
TOTAL REVENUES	4,427,177	413,764	225,000	5,065,941
EXPENDITURES				
WATER	2,985,285			2,985,285
TRASH	526,634			526,634
WASTEWATER	42,000			42,000
DEBT SERVICE PRINCIPAL	425,000			425,000
DEBT SERVICE INTEREST/BOND EXP	225,198			225,198
WATER - ENGINEERING	140,524			140,524
TRANSFER OUT TO FUND WATER PROJECT		0		0
TRANSFER OUT TO FUND WATER PROJECT			225,000	225,000
CAPITAL PROJECTS WF		3,534,743		3,534,743
				0
TOTAL EXPENDITURES	4,344,641	3,534,743	225,000	8,104,384
NET CHANGE IN BALANCE	82,537	(3,120,979)	0	(3,038,443)
ENDING BALANCE	4,925,554	0	0	4,925,554
MINUS RESTRICTED FOR:				
DEBT SERVICE PAYMENTS	(435,000)			(435,000)
CUSTOMER DEPOSITS	(230,375)			(230,375)
TRSF TO CAPITAL FROM RESERVES	(188,764)	0		(188,764)
UNASSIGNED FUND BALANCE	4,071,415	0	0	4,071,415
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	4,071,415	0	0	4,071,415
AMOUNT IN DAYS OPERATING COST	379			379
AMOUNT IN MONTHS OPERATING COST	13			13
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(1,959,820)			(1,959,820)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	2,111,594	0	0	2,111,594
AMOUNT IN DAYS OPERATING COST	197			197
AMOUNT IN MONTHS OPERATING COST	7			7

2017-2018

PROPOSED BUDGET

CAPITAL FUND SUMMARY

CAPITAL WATER PROJECTS:

WATER METER REPLACEMENT YEAR TWO (21-8210-490-104)	250,000
PARKER ROAD W LINE PHASE TWO (21-8210-490-122)	348,000
ELEVATED WATER TOWER (21-8210-490-125)	2,777,240
PARKER ROAD W LINE PHASE 3T (21-8210-490-126)	159,503

TOTAL WF PROJECTS FY 17/18 **3,534,743**

PROJECT FUNDING - WATER:

2017 CERTIFICATES OF OBLIGATION	(3,000,000)
FY 16-17 RESERVES APPROVED 3-2-17	(120,979)
IMPACT FEES	(225,000)
FY 17-18 RESERVES	(188,764)
TOTAL WATER PROJECT FUNDING	(3,534,743)

CAPITAL ROADWAY AND GF PROJECTS:

RTR -W LUCAS RD/COUNTRY CLUB INTERSECTION (21-8210-301)	79,000
RTR -W LUCAS RD/COUNTRY CLUB TO ANGEL PKWY (21-8210-302)	1,403,618
WINNINGKOFF RD REVERSE CURVE (21-8210-491-123)	964,000
STINSON RD W LUCAS INTERSECTION (21-8210-491-124)	453,000
COUNTRY CLUB RD/ESTATES PKWY INTERSECTION (21-8210-491-126)	350,000
WINNINGKOFF RD MIDDLE SECTION (21-8210-491-127)	1,400,000
STINSON RD SOUTHERN SECTION (21-8210-491-128)	2,267,000
BLONDY JHUNE RD MIDDLE & EAST SECTION (21-8210-491-129)	2,700,000
TOTAL GF PROJECTS FY 17/18	9,616,618

PROJECT FUNDING - GENERAL FUND:

RTR -W LUCAS RD/COUNTRY CLUB INTERSECTION (21-8210-301)	(63,181)
IMPACT FEES RTR -W LUCAS RD/CC INTERSECTION (21-8210-301)	(15,819)
RTR -W LUCAS RD/COUNTRY CLUB TO ANGEL PKWY (21-8210-302)	(1,143,665)
IMPACT FEES RTR -W LUCAS RD/CC TO ANGEL PKWY (21-8210-302)	(15,539)
COUNTY FUNDING RTR -W LUCAS /CC TO ANGEL PKWY (21-8210-302)	(244,414)
FY 16-17 RESERVES APPROVED 3-2-17	(1,385,000)
CURRENT REVENUES (INTEREST)	(12,000)
2017 CERTIFICATES OF OBLIGATION	(6,000,000)
IMPACT FEES ROADS ROADWAY PROJECTS	(737,000)
TOTAL GENERAL FUND PROJECT FUNDING	(9,616,618)

TOTAL CAPITAL PROJECTS FY 17/18 **13,151,361**

	2015-2016 ACTUAL	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET
Impact/Development Fee Summary			

GENERAL FUND:

Beginning Balance General Fund (Restricted)	995,053	1,256,414	1,114,481
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Revenue

Roadway Impact Fees(11-4500)	287,068	180,000	180,000
Roadway Fees Brockdale(11-4989) Improv	37,400	25,000	22,000
Total Revenues	1,319,521	205,000	202,000

Expenditures

Capital Projects Roadways	38,268	344,573	737,000
Capital Projects RTR (21-8210-301)			15,819
Capital Projects RTR (21-8210-302)			15,539
LCA Refunded	24,839	2,360	
Brockdale Improv		0	0
Total Expenditures	63,107	346,933	768,358
Total General Fund Restricted	1,256,414	1,114,481	548,123

Restricted for LCA Improvements(Fund 21)	0	0	0
Restricted for Brockdale Capital Improv	21,535	19,175	19,175
Restricted for Brockdale Improvements	118,800	143,800	165,800
Total 3rd Party Restricted	140,335	162,975	184,975
General Fund Ending Bal (Restricted for Roads)	1,116,079	951,506	363,148
Total General Fund Restricted	1,256,414	1,114,481	548,123

WATER FUND:

Beginning Balance - Water Fund	(6,158,406)	(6,158,406)	(6,995,465)
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Revenue

Water Impact Fees	0	225,000	225,000
Development Fees -Sewer		0	
Total Revenues	0	225,000	225,000

Expenditures

Capital Projects - Water		1,062,059	3,686,038
Capital Projects- Sewer			0
Total Expenditures	0	1,062,059	3,686,038

Revenues less Expenditures	0	(837,059)	(3,461,038)
Water Fund Ending Balance	(6,158,406)	(6,995,465)	(10,456,503)

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 to remain the same with an existing rate of **.317948** for 2017. 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
2015	0.215514	0.105147	0.320661
2016	0.230371	0.087577	0.317948
2017	0.198695	0.119253	0.317948

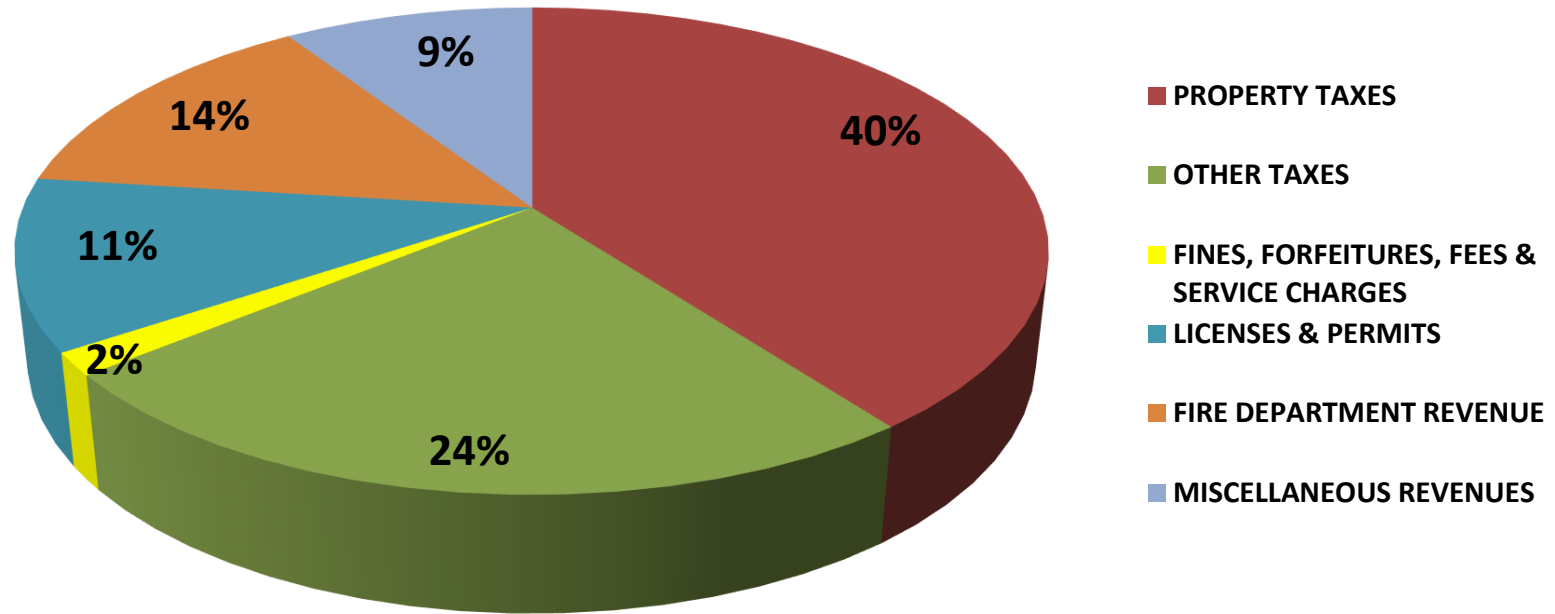
As you can see in the chart below, the property tax rate for the City of Lucas is very favorable in comparison to other cities within the area.

Fiscal Year 2016 Tax Rates

City	O&M	I&S	Total
Wylie	0.623399	0.225501	0.848900
Sachse	0.562000	0.195279	0.757279
Princeton	0.459509	0.230381	0.689890
Farmersville	0.401957	0.385607	0.787564
Anna	0.506582	0.122418	0.629000
Celina	0.423269	0.221731	0.645000
Melissa	0.462173	0.147827	0.610000
Murphy	0.327749	0.182251	0.510000
Allen	0.396273	0.123727	0.520000
Prosper	0.367500	0.152500	0.520000
Fairview	0.227856	0.132143	0.359999
Parker	0.299719	0.066265	0.365984
Lucas	0.230371	0.087577	0.317948

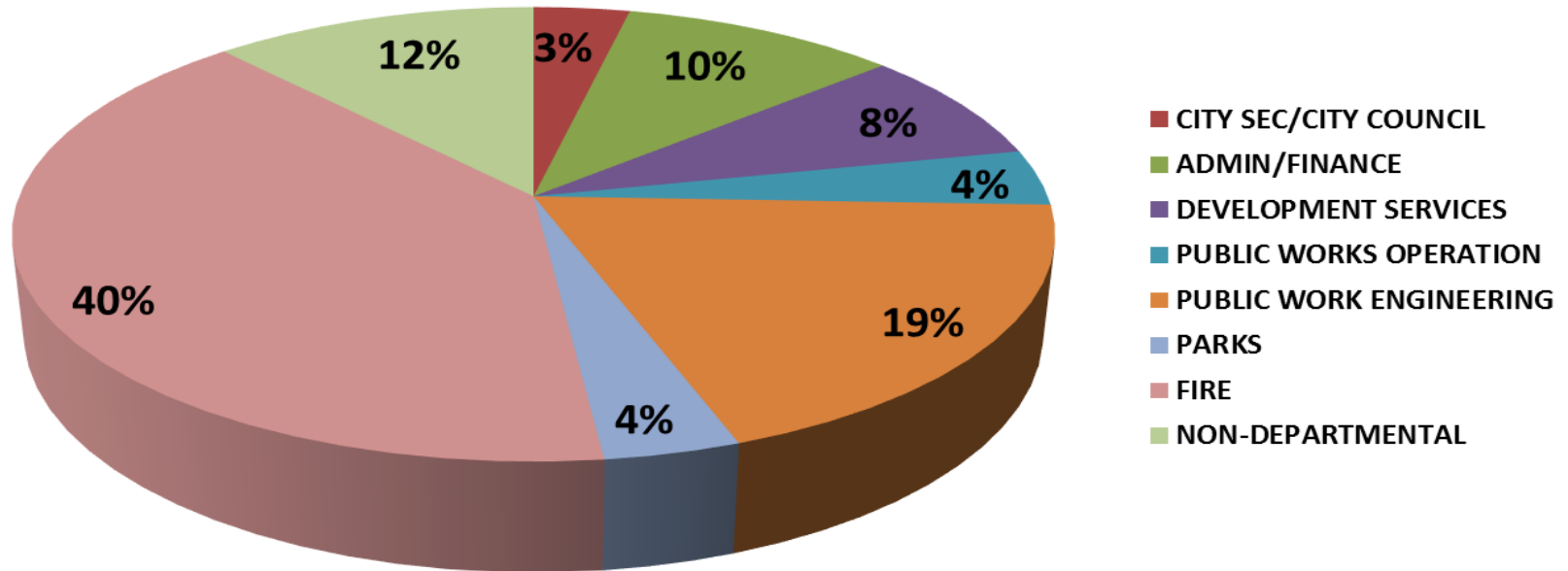
General Fund Revenue FY17/18

Total \$ 5,587,181



General Fund Expenditures by Department FY17/18

Total \$ 5,401,467



11 -GENERAL FUND		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
REVENUE						
4011	PROPERTY TAXES	1,880,777	2,239,538	2,239,538	2,174,687	
4012	PROPERTY TAXES-DEL.	82,989	25,000	27,000	27,000	
4015	PROPERTY TAXES-P&I	32,299	15,000	15,000	15,000	
TOTAL PROPERTY TAXES		1,996,065	2,279,538	2,281,538	2,216,687	

OTHER TAXES

4101	SALES TAX	688,488	650,000	700,000	700,000	
4101-100	SALES TAX STREETS	172,639	325,000	350,000	350,000	
4101-200	SALES TAX PROP TAX REDUC	172,639	0	0	0	
4102	FRANCHISE-ELECTRICAL	237,871	232,000	232,000	232,000	
4103	FRANCHISE-TELEPHONE	4,808	7,500	7,500	7,500	
4104	FRANCHISE-CABLE	53,845	48,000	48,000	48,000	
4105	FRANCHISE-GAS	22,045	21,000	25,500	25,500	
4106	FRANCHISE-CABLE PEG	5,968	3,500	4,000	4,000	
TOTAL OTHER TAXES		1,358,303	1,287,000	1,367,000	1,367,000	

FINES & FORFEITURES

4202	COURT TECHNOLOGY FUND	8	40	40	40	
4203	COURT SECURITY FUND	6	25	25	25	
4204	COURT COST-CITY	15	30	30	30	
4205	FINES	311	300	2,546	2,546	
4206	COURT COST-STATE	80	100	270	270	
4208	STATE JURY FEE	8	10	24	24	
4212	JUDICIAL FEES-STATE	11	15	33	33	
4213	JUDICIAL FEES-CITY	1	2	4	4	
4218	INDIGENT DEFENSE FEE	4		12	12	
TOTAL FINES & FORFEITURES		444	522	2,984	2,984	

LICENSES & PERMITS

4301	GEN CONTRACTOR REG.	21,655	14,000	16,800	20,000	
4361	ZONING REQUEST	0	1,200	1,200	1,200	
4362	SPECIFIC USE PERMITS	600	900	1,350	900	
4363	VARIANCE REQUEST	300	600	600	100	
4365	BLDG PERMITS-RESIDENTIAL	328,944	420,000	420,000	420,000	
4367	BLDG PERMITS-ACC.	23,797	20,000	20,000	20,000	
4368	BLDG PERMITS-REMODEL	5,743	6,000	6,000	6,000	
4369	BLDG PERMITS-COMM.	58,243	18,000	37,804	20,000	
4371	ELECTRICAL PERMITS	1,780	1,000	1,170	1,000	
4372	PLUMBING PERMITS	4,200	4,000	4,000	4,000	
4373	HEATING & A/C PERMITS	3,400	1,400	1,560	1,400	
4374	FENCE PERMITS	4,600	4,000	4,000	4,000	
4375	SWIMMING POOL PERMITS	21,750	22,000	22,000	22,000	
4376	WEIGHT LIMIT PERMITS	65,675	62,000	62,000	62,000	
4377	ROOF PERMITS	5,820	600	5,000	1,000	
4378	SPRINKLER SYST PERMITS	8,900	6,500	6,500	6,500	
4379	DRIVEWAY PERMIT	1,170	900	1,010	1,000	
4380	SIGN PERMIT	1,210	2,000	2,000	2,000	
4382	STORM WATER MGMT PERMIT	4,975	4,500	4,500	4,500	
4384	SOLICITATION PERMIT	0	90	160	80	
4390	PLANNED DEVELOPMENT	1,220		0	0	
4395	HEALTH SERVICE PERMITS	4,500	6,300	6,300	6,300	
4398	MISC LICENSES & PERMITS	530	500	630	500	
4611	FIRE SPRINKLER PERMIT	26,855	30,000	30,000	30,000	
TOTAL LICENSES & PERMITS		595,867	626,490	654,584	634,480	

FIRE DEPARTMENT REVENUE

4612	COUNTY FIRE DISTRICT	40,758	10,000	41,809	40,000	
4613	SEIS LAGOS INTER-LOCAL	244,487	268,231	268,231	320,253	
4614	AMBULANCE SERVICES	95,446	83,000	83,000	83,000	
4615	LISD EMS SERVICE	5,598	8,100	8,100	8,100	

11 -GENERAL FUND

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
REVENUE						
4616	DONATIONS	200				
4999	FIRE DISTRICT TRANSFER IN	297,832	325,000	315,000	315,000	
TOTAL FIRE DEPARTMENT REVENUE		684,321	694,331	716,140	766,353	
<u>FEES & SERVICE CHARGES</u>						
4424	PLAT & REPLAT FEES	11,554	15,000	10,000	10,000	
4425	RE-INSPECTION FEES	9,780	8,000	8,000	8,000	
4426	FEES-BUILDING PROJECTS	5,442	7,200	7,200	7,200	
4427	PUBLIC IMPRV/3% INSPEC	63,277	48,000	62,981	56,000	
4497	PUBLIC INFO. REQUESTS	26	0	0		
4498	MISC. FEES & CHARGES	0	250	250	250	
TOTAL FEES & SERVICE CHARGES		90,079	78,450	88,431	81,450	
<u>MISCELLANEOUS REVENUE</u>						
4911	INTEREST INCOME	22,030	15,000	29,000	29,000	
4912	BID PACKAGE FEES	900	0	0		
4913	FUEL TAX REFUND		0	0		
4914	INSURANCE CLAIM REIMB	18,356	0	9,234		
4915	CHILD SAFETY INCOME	7,229	6,000	6,700	6,700	
4916	CREDIT CARD REVENUE	5,291	3,500	5,700	5,700	
4917	CERT APP FEE BEER & WINE	0	0	0		
4931	RENTAL INCOME	77,770	83,400	83,400	83,400	
4980	PARK DEDICATION FEES	115,000	100,000	86,900	160,000	
4981	FACILITY RENTAL	675	100	425		
4982	FACILITY DEPOSIT	-1,000	0	0		
4985	GRANT REVENUES	7,826	46,990	46,990	15,993	\$9,993 FD Training \$6,000 Protec Clothing
4986	CITY EVENT DONATIONS	1,700	0	1,500	1,500	
4991	STREET ASSESSMENTS	2,190	0	0	0	
4992	SALE OF ASSETS	43,255	0	1,272	0	
4993	POSTAGE		0	0	0	
4994	CASH DRWR OVR/UND		0	0	0	
4995	REIMBURSEMENTS	13,207	0	955	0	
4996	TRANSFER IN		0	0		
4997	MISCELLANEOUS	5,862	0	5,329	4,800	
4998	PILOT TRANSER IN	200,923	211,134	211,134	211,134	
TOTAL MISCELLANEOUS REVENUE		521,214	466,124	488,539	518,227	
TOTAL REVENUES		5,246,293	5,432,455	5,599,216	5,587,181	

11 -GENERAL FUND CITY COUNCIL DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6100-112	WORKERS' COMPENSATION	100	59	59	70	
6100-127	MEDICARE	131	150	150	150	
6100-468	CITY COUNCIL FEES	9,000	9,000	9,000	9,000	
TOTAL PERSONNEL SERVICES		9,231	9,209	9,209	9,220	
<u>MATERIALS & SUPPLIES</u>						
6100-204	FOOD/BEVERAGE	834	1,500	1,500	1,500	
6100-205	LOGO/UNIFORM	0	980	980	0	
6100-210	COMPUTER SUPPLIES				450	
6100-222	AUDIO/VISUAL		0	900	0	
TOTAL MATERIALS & SUPPLIES		834	2,480	3,380	1,950	
<u>PURCHASED SERVICES:</u>						
6100-307	TRAINING & TRAVEL	8,500	3,500	2,600	3,500	\$500 per person
TOTAL PURCHASED SERVICES		8,500	3,500	2,600	3,500	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6100-441	APPRECIATION/AWARDS	132	2,500	2,500	3,500	Incl \$1K Board memb
6100-451	SOFTWARE, BOOKS, & CDS	318	700	700	700	\$100 per person
TOTAL GENERAL & ADMIN SERVICES		450	3,200	3,200	4,200	
<u>NON-CAPITAL EXPENSE</u>						
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL CITY COUNCIL		19,015	18,389	18,389	18,870	

11 -GENERAL FUND CITY SECRETARY DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6110-101	SALARIES - EXEMPT	70,500	71,500	74,215	74,220	
6110-103	SALARIES - TEMPORARY	0	0	0		
6110-112	WORKERS' COMPENSATION	199	224	224	260	
6110-113	LONGEVITY PAY	36	96	96	144	
6110-122	TMRS	9,733	9,900	10,277	10,174	
6110-123	GROUP INSURANCE	7,400	8,604	8,632	9,720	
6110-127	MEDICARE	1,023	1,040	1,079	1,080	
6110-129	LT DISABILITY	248	300	305	315	
6110-133	TELEPHONE ALLOWANCE	480	480	480	480	
TOTAL PERSONNEL SERVICES		89,619	92,144	95,308	96,393	
MATERIALS & SUPPLIES						
6110-201	OFFICE SUPPLIES	2,500	1,100	1,100	1,100	
6110-202	POSTAGE	8,000				
6110-204	FOOD/BEVERAGE	99	100	100	100	
6110-210	COMPUTER SUPPLIES	0	500	500	50	
6110-238	PRINTING & COPYING		12,100	12,800	12,800	
6110-239	RECORDS MANAGEMENT	918	3,480	6,480	6,480	See Detail Listing
TOTAL MATERIALS & SUPPLIES		11,517	17,280	20,980	20,530	
PURCHASED SERVICES						
6110-306	ADVERTISING/PUBLIC NOTICES	7,896	15,000	14,300	14,300	
6110-307	TRAINING & TRAVEL	3,430	1,020	1,020	1,415	See Travel & Training Plan
6110-309	PROFESSIONAL SERVICES	6,674	8,200	8,200	23,106	See Detail Listing
6110-349	FILING FEES	1,460	2,200	2,200	2,200	
TOTAL PURCHASED SERVICES		19,460	26,420	25,720	41,021	
GENERAL & ADMINISTRATIVE SERVICES						
6110-443	DUES/LICENSES	100	125	125	185	See Detail Listing
6110-445	ELECTIONS	8,319	11,000	11,000	11,000	See Detail Listing
6110-451	SOFTWARE, BOOKS & CD'S	1,006	500	500	1,100	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES		9,425	11,625	11,625	12,285	
NON-CAPITAL EXPENSE						
6110-411	FURNITURE & FIXTURES	0				
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL CITY SECRETARY		130,021	147,469	153,633	170,229	

11 -GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6200-101	SALARIES - EXEMPT	174,638	179,103	152,158	113,126	
6200-102	SALARIES - NON-EXEMPT	117,714	117,778	149,273	192,617	
6200-103	SALARIES - PART - TIME	10,030	0	0	0	
6200-111	OVERTIME	267	1,900	1,900	1,900	
6200-112	WORKERS' COMP	800	936	936	1,080	
6200-113	LONGEVITY PAY	1,144	1,400	1,384	1,384	
6200-122	TMRS	41,274	43,000	43,635	42,171	
6200-123	GROUP INSURANCE	33,844	43,020	43,020	48,600	
6200-127	MEDICARE	4,323	4,500	4,568	4,568	
6200-129	LT DISABILITY	1,177	1,304	1,304	1,304	
6200-131	UNEMPLOYMENT	730	0	16		
6200-133	TELEPHONE ALLOWANCE	1,860	1,860	1,860	1,860	
6200-141	CAR ALLOWANCE	2,400	2,400	2,400	2,400	
TOTAL PERSONNEL SERVICES		390,201	397,201	402,454	411,010	
MATERIALS & SUPPLIES						
6200-201	OFFICE SUPPLIES	2,194	6,000	6,000	6,000	
6200-202	POSTAGE	1,694	1,700	1,700	1,700	
6200-203	SUBSCRIPTIONS	0	450	450	450	
6200-204	FOOD/BEVERAGE	1,307	2,200	2,200	2,200	
6200-205	LOGO/UNIFORM ALLOWANCE	458	525	525	525	
6200-210	COMPUTER SUPPLIES	18	350	350	350	
6200-238	PRINTING & COPING	0	0	0		
TOTAL MATERIALS & SUPPLIES		5,671	11,225	11,225	11,225	
PURCHASED SERVICES:						
6200-302	AUDITING & ACCOUNTING	8,682	12,500	12,500	12,500	
6200-305	SOFTWARE SUPPORT/MAINT	14,981	12,300	12,300	15,600	See Detail Listing
6200-307	TRAINING & TRAVEL	5,849	11,496	11,496	10,409	See Travel & Training Plan
6200-309	PROFESSIONAL SERVICES	3,768	3,800	3,800	3,800	See Detail Listing
6200-313	MAINTENANCE AGREEMENTS	6,390	6,400	6,400	5,400	New Contract Konica Copier
6200-318	TAX COLLECTION	2,002	2,400	2,400	2,400	
6200-319	CENTRAL APPRAISAL FEE	18,097	20,600	20,600	22,646	
6200-321	STATE COMPTROLLER (CT FEES)	94	300	300	300	
6200-321.1	OMNI COURT FEES	0	0	0		
6200-322	CONTRACTS	500	1,050	6,050	5,000	
6200-323	CELL PHONE	266	0	0		
6200-324	INMATE BOARDING	349	426	426	750	10 days @ \$75 per day
6200-325	LIABILITY INSURANCE	27,999	30,000	30,000	30,000	
TOTAL PURCHASED SERVICES		88,977	101,272	106,272	108,805	
GENERAL & ADMINISTRATIVE SERVICES						
6200-441	APPRECIATION/AWARDS	2,625	3,300	3,300	3,300	See Detail Listing
6200-443	DUES/LICENSES	4,113	4,935	4,935	5,093	See Detail Listing
6200-444	EMPLOYMENT SCREENING	1,642	2,200	2,200	2,200	City Wide Screenings
6200-445	CHILD SAFETY EXPENSE	0	500	500	500	
6200-497	CREDIT CARD FEES	3,058	2,800	2,800	2,800	
6200-498	MISCELLANEOUS	184	500	0	0	
TOTAL GENERAL & ADMIN SERVICES		11,622	14,235	13,735	13,893	
NON-CAPITAL EXPENSE						
6200-411	FURNITURE & FIXTURES	736	2,300	2,800	0	
6200-451	SOFTWARE					
TOTAL NON-CAPITAL EXPENSE		736	2,300	2,800	0	
TOTAL ADMINISTRATION		497,207	526,233	536,486	544,933	

11 -GENERAL FUND PUBLIC WORKS - ENGINEERING DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6209-101	SALARIES - EXEMPT		79,206	79,977	78,833	
6209-103	SALARIES - TEMPORARY		7,500	7,500	10,000	Engineering Intern
6209-112	WORKERS' COMPENSATION		271	271	280	
6209-113	LONGEVITY		108	108	156	
6209-122	TMRS		10,920	11,027	10,806	
6209-123	GROUP INSURANCE		8,604	8,604	9,720	
6209-127	MEDICARE		1,200	1,211	1,293	
6209-129	LT DISABILITY		325	325	340	
TOTAL PERSONNEL SERVICES		0	108,134	109,023	111,428	
MATERIALS & SUPPLIES						
6209-201	OFFICE SUPPLIES		250	250	250	
6209-204	FOOD/BEVERAGE		100	100	100	
6209-208	MINOR APPARATUS		500	500	500	
6209-209	PROTECTIVE CLOTHING/UNIFORMS		1,210	1,210	1,200	See Detail Listing
6209-210	COMPUTER SUPPLIES		100	100	100	
TOTAL MATERIALS & SUPPLIES		0	2,160	2,160	2,150	
PURCHASED SERVICES						
6209-307	TRAVEL/TRAINING		4,440	4,440	6,519	See Travel & Training Plan
6209-309	PROFESSIONAL SERVICES		40,000	40,000	40,000	See Detail Listing
6209-322	CONTRACTS (MOWING)		75,500	85,500	85,500	See Detail Listing
6209-323	CELL PHONE		1,200	1,200	1,200	
6209-332	DRAINAGE					
6209-334	STREET LIGHTING		15,000	15,000	5,000	
TOTAL PURCHASED SERVICES		0	136,140	146,140	138,219	
GENERAL & ADMINISTRATIVE SERVICES						
6209-443	DUES/LICENSES	0	1,600	1,600	325	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES		0	1,600	1,600	325	
NON-CAPITAL EXPENSE						
6209-411	FURNITURE & FIXTURES		500	500		
6209-416	IMPLEMENTS & APPARATUS		500	500	500	
6209-451	SOFTWARE		1,900	1,900	2,400	See Comprehensive IT Budget Listing
6209-452	HARDWARE		0	3,000	3,000	2nd Year of 3 Year Plotter Lease
TOTAL NON-CAPITAL EXPENSE		0	2,900	5,900	5,900	
CAPITAL OUTLAY						
8209-301	IMPROVEMENTS ROADS		750,000	752,360	750,000	
8209-417	IMPROVEMENTS					
8209-420	EQUIPMENT		60,000	50,000		
8209-433	SIGNS & MARKINGS		15,000	15,000	15,000	
8209-452	HARDWARE & TELECOM		11,000	8,000		
TOTAL CAPITAL OUTLAY		0	836,000	825,360	765,000	
TOTAL PUBLIC WORKS - ENGINEERING		0	1,086,934	1,090,183	1,023,022	

11 - GENERAL FUND PUBLIC WORKS - OPERATIONS		2015-2016 FISCAL YEAR	2016-2017 ORIGINAL	2016-2017 AMENDED	2017-2018 PROPOSED	DESCRIPTION	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET		
PERSONNEL SERVICES							
6210-101	SALARIES - EXEMPT	59,266	0	0	0	Two Public Works Employees	
6210-102	SALARIES - NON-EXEMPT	66,425	66,237	67,631	67,683		
6210-103	SALARIES - TEMPORARY	0					
6210-111	OVERTIME	599	2,800	2,800	3,050		
6210-112	WORKERS' COMPENSATION	3,681	2,268	2,268	2,850		
6210-113	LONGEVITY	605	150	432	580		
6210-122	TMRS	16,641	11,000	11,194	9,732		
6210-123	GROUP INSURANCE	17,097	17,208	17,208	19,440		
6210-127	MEDICARE	1,737	1,100	1,120	1,032		
6210-129	LT DISABILITY	467	324	324	324		
TOTAL PERSONNEL SERVICES		166,518	101,087	102,977	104,691		
MATERIALS & SUPPLIES							
6210-201	OFFICE SUPPLIES	458	550	550	550	See Detail Listing	
6210-204	FOOD/BEVERAGE	425	400	400	400		
6210-206	FUEL & LUBRICANTS	3,451	9,000	9,000	9,000		
6210-208	MINOR APPARATUS	2,383	5,000	5,000	5,000		
6210-209	PROTECTIVE CLOTHING/UNIFORMS	5,078	6,345	6,345	7,290		
6210-210	COMPUTER SUPPLIES	0	250	250	250		
6210-211	MEDICAL SUPPLIES	0	200	200	200		
6210-214	CLEANING SUPPLIES	606	1,000	1,000	1,000		
6210-223	SAND/DIRT	0	1,500	1,500	1,500		
6210-224	ASPHALT/BASE/CONC/CULVERT	15,243	20,000	20,000	20,000		
TOTAL MATERIALS & SUPPLIES		27,644	44,245	44,245	45,190		
MAINTENANCE & REPAIR							
6210-231	FACILITY MAINTENANCE	3,238	24,470	24,470	24,000	See Detail Listing	
6210-232	VEHICLE MAINTENANCE	4,339	4,000	4,000	4,400	See Detail Listing	
6210-233	EQUIPMENT MAINTENANCE	10,895	7,600	7,600	7,525	See Detail Listing	
6210-234	WASTE DISPOSAL	769	1,000	1,000	1,000		
6210-298	MAINTENANCE & PARTS - MISC	2,546	2,600	2,600	2,600		
TOTAL MAINTENANCE & REPAIR		21,787	39,670	39,670	39,525		
PURCHASED SERVICES							
6210-307	TRAVEL/TRAINING	2,210	5,000	5,000	1,750	See Travel & Training Plan	
6210-309	PROFESSIONAL SERVICES	34,847	5,000	5,000	5,000		
6210-323	CELL PHONE	4,173	3,500	3,500	3,500		
6210-331	UTILITIES, ELECTRIC	3,244	3,800	3,800	3,800		
6210-334	STREET LIGHTING	5,177					
6210-346	EQUIPMENT RENTAL	1,308	5,000	5,000	5,000		
TOTAL PURCHASED SERVICES		50,959	22,300	22,300	19,050		
GENERAL & ADMINISTRATIVE SERVICES							
6210-443	DUES/LICENSES	637	1,290	1,290	430	See Detail Listing	
TOTAL GENERAL & ADMIN SERVICES		637	1,290	1,290	430		
NON-CAPITAL EXPENSE							
6210-411	FURNITURE & FIXTURES	0		0			
6210-416	IMPLEMENTS & APPARATUS	0		0			
TOTAL NON-CAPITAL EXPENSE		0	0	0	0		
CAPITAL OUTLAY							
8210-301	IMPROVEMENTS ROADS	730,465					
8210-420	EQUIPMENT	85,456	6,100	6,100	6,000	See Detail Listing	
8210-421	VEHICLES	36,523					
8210-433	SIGNS & MARKINGS	8,881					
TOTAL CAPITAL OUTLAY		861,325	6,100	6,100	6,000		
TOTAL PUBLIC WORKS		1,128,870	214,692	216,582	214,886		

11 -GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6211-103	SALARIES - TEMP PART - TIME	9,363	33,280	33,280	37,440	3 summer positions
6211-111	OVERTIME					
6211-112	WORKERS COMP	356	975	975	1,250	
6211-127	MEDICARE	136	500	500	600	
TOTAL PERSONNEL SERVICES		9,855	34,755	34,755	39,290	
<u>MAINTENANCE & REPAIR</u>						
6211-233	EQUIPMENT MAINTENANCE	2,231	3,000	3,000	3,000	
TOTAL MAINTENANCE & REPAIR		2,231	3,000	3,000	3,000	
<u>PURCHASED SERVICES</u>						
6211-322	CONTRACTS OTHER (MOWING)	67,190	0	0		See 6209-322
6211-331	UTILITIES, ELECTRIC	1,277	2,000	2,000	2,000	
6211-333	UTILITIES, WATER	5,642	10,000	10,000	10,000	
6211-346	EQUIPMENT RENTAL		0	0	0	
TOTAL PURCHASED SERVICES		74,109	12,000	12,000	12,000	
<u>SPECIAL EVENTS</u>						
6211-444	FOUNDERS DAY	16,391	25,000	30,000	30,000	
6211-445	SERVICE TREE PROGRAM	1,322	3,000	3,000	3,000	
6211-446	KEEP LUCAS BEAUTIFUL	0	7,500	7,500	3,500	See Detail Listing
6211-447	COUNTRY CHRISTMAS	2,500	3,500	3,500	10,000	
TOTAL SPECIAL EVENTS		20,213	39,000	44,000	46,500	
<u>NON-CAPITAL OUTLAY</u>						
6211-417	PARK IMPROVEMENTS	0	2,500	2,500	0	
TOTAL NON- CAPITAL OUTLAY		0	2,500	2,500	0	
<u>CAPITAL OUTLAY</u>						
8211-417	PARK IMPROVEMENTS	0			95,000	See Detail Listing
TOTAL CAPITAL OUTLAY		0	0	0	95,000	
TOTAL PARKS		106,408	91,255	96,255	195,790	

11 -GENERAL FUND		2015-2016	2016-2017	2016-2017	2017-2018	DESCRIPTION
DEVELOPMENT SERVICES		FISCAL YEAR	ORIGINAL	AMENDED	PROPOSED	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET	
PERSONNEL SERVICES						
6212-101	SALARIES - EXEMPT	44,115	44,507	44,952	44,954	
6212-102	SALARIES - NON-EXEMPT	141,684	197,831	199,809	198,514	
6212-106	CERTIFICATION FEES	300	0	0		
6212-111	OVERTIME	3,122	5,000	5,000	5,600	
6212-112	WORKERS' COMPENSATION	1,200	1,417	1,417	2,200	
6212-113	LONGEVITY PAY	614	840	840	1,064	
6212-122	TMRS	25,963	34,101	34,438	34,219	
6212-123	GROUP INSURANCE	27,136	38,718	38,718	43,740	
6212-127	MEDICARE	2,651	3,700	3,735	3,760	
6212-129	LT DISABILITY	809	1,100	1,100	1,100	
6212-131	UNEMPLOYMENT					
TOTAL PERSONNEL SERVICES		247,594	327,214	330,009	335,151	
MATERIALS & SUPPLIES						
6212-201	OFFICE SUPPLIES	3,877	5,500	5,500	5,500	
6212-203	SUBSCRIPTIONS	0	350	350	350	
6212-204	FOOD/BEVERAGE	341	400	400	400	
6212-205	LOGO/UNIFORM ALLOWANCE	1,370	2,000	2,000	2,000	
6212-206	FUEL & LUBRICANTS	2,445	4,800	4,800	4,800	
6212-210	COMPUTER SUPPLIES	40	250	250	250	
TOTAL MATERIALS & SUPPLIES		8,073	13,300	13,300	13,300	
MAINTENANCE & REPAIR						
6212-232	VEHICLE MAINTENANCE	3,534	4,800	4,800	4,800	See Detail Listing
TOTAL MAINTENANCE & REPAIR		3,534	4,800	4,800	4,800	
PURCHASED SERVICES:						
6212-305	SOFTWARE SUPPORT/MAINTEN/	1,479	1,600	1,600	1,650	
6212-307	TRAINING & TRAVEL	4,627	11,766	11,766	11,766	See Travel & Training Plan
6212-309	PROFESSIONAL SERVICES	8,000	16,600	16,600	16,600	See Detail Listing
6212-313	MAINTENANCE AGREEMENTS	0	100	100	100	
6212-323	CELL PHONE	2,037	3,200	3,200	3,200	
TOTAL PURCHASED SERVICES		16,143	33,266	33,266	33,316	
GENERAL & ADMINISTRATIVE SERVICES						
6212-443	DUES/LICENSES	1,537	2,840	2,840	2,974	See Detail Listing
6212-451	SOFTWARE, BOOKS & CD'S	246	1,750	1,750	1,750	
6212-452	STORM WATER MGMT EXPENSE	2,408	4,000	4,000	6,000	Includes 2 cleanup events
TOTAL GENERAL & ADMINISTRATION SERV		4,191	8,590	8,590	10,724	
CAPITAL OUTLAY						
8212-420	EQUIPMENT	0				
8212-452	COMPUTERS	0				
8212-421	VEHICLES	0			36,500	F150 Truck for Code Enforc
TOTAL CAPITAL OUTLAY		0	0	0	36,500	
TOTAL DEVELOPMENT SERVICES		279,535	387,170	389,965	433,791	

11 - GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6300-101	SALARIES - EXEMPT	165,332	166,000	167,664	170,424	
6300-102	SALARIES - NON EXEMPT FF/EMS	465,646	524,475	526,317	735,017	Added 3 FF/Paramedics/1 EMS Officer
6300-106	CERTIFICATION FEES		5,040	5,040	9,600	See Detail Listing
6300-111	SALARIES - OVERTIME	58,036	88,666	88,666	93,847	See Detail Listing
6300-112	WORKERS' COMPENSATION	26,662	35,454	41,086	49,500	
6300-113	LONGEVITY PAY	1,153	1,820	1,820	2,012	
6300-122	TMRS	93,872	104,162	107,080	136,960	
6300-123	GROUP INSURANCE	82,844	103,248	103,248	155,520	
6300-125	AD&D INSURANCE	4,912	5,000	5,000	0	
6300-126	WATER	469	0	0	0	
6300-127	MEDICARE	11,776	11,000	12,196	14,500	
6300-128	OTHER RETIREMENT	50,098	51,120	51,120	51,120	\$36K LOSAP/\$15,120 TESRA
6300-129	LT DISABILITY	2,504	3,000	3,000	3,912	
6300-131	UNEMPLOYMENT COMPENSATION	985	0	0		
TOTAL PERSONNEL SERVICES		964,289	1,098,985	1,112,237	1,422,412	
<u>MATERIALS & SUPPLIES</u>						
6300-201	OFFICE SUPPLIES	5,170	3,050	3,550	2,400	See Detail Listing
6300-202	POSTAGE	566	700	700	700	See Detail Listing
6300-203	SUBSCRIPTIONS	79	140	140	190	See Detail Listing
6300-204	FOOD/BEVERAGE	2,264	4,000	4,000	4,600	See Detail Listing
6300-205	LOGO/UNIFORM ALLOWANCE	9,396	12,115	12,115	10,700	See Detail Listing
6300-206	FUEL & LUBRICANTS	12,112	13,740	15,000	15,000	See Detail Listing
6300-207	FUEL - PROPANE/(natural gas)	723	1,500	1,500	1,500	See Detail Listing
6300-208	MINOR APPARATUS	8,563	10,975	10,975	11,675	See Detail Listing
6300-209	PROTECTIVE CLOTHING	23,156	32,499	32,499	30,000	See Detail Listing
6300-210	COMPUTER SUPPLIES	698	700	700	900	See Detail Listing
6300-211	MEDICAL & SURGICAL SUPPL	22,745	23,000	23,000	23,700	See Detail Listing
6300-214	SUPPLIES - FD	3,499	3,000	3,000	3,000	See Detail Listing
6300-227	PREVENTION ACTIVITES	2,773	3,450	3,450	3,450	See Detail Listing
TOTAL MATERIALS & SUPPLIES		91,744	108,869	110,629	107,815	
<u>MAINTENANCE & REPAIR</u>						
6300-231	FACILITY MAINTENANCE	44,070	45,600	45,600	4,100	See Detail Listing
6300-232	VEHICLE MAINTENANCE	37,680	22,907	21,147	20,702	See Detail Listing
6300-233	EQUIPMENT MAINT	1,652	6,520	6,520	6,520	See Detail Listing
TOTAL MAINTENANCE & REPAIR		83,402	75,027	73,267	31,322	
<u>PURCHASED SERVICES</u>						
6300-302	FIRE DEPT RUN REIMBURS.	114,082	133,100	133,100	127,100	See Detail Listing
6300-303	TELEPHONE	1,478	1,900	1,900	4,420	See Detail Listing
6300-304	INTERNET	6,540	6,600	6,600	6,600	See Detail Listing
6300-307	TRAINING & TRAVEL	29,158	42,735	42,735	29,557	See Training & Travel Plan
6300-309	PROFESSIONAL SERVICES	69,161	120,473	132,473	109,603	See Detail Listing
6300-310	SCBA	10,421	18,200	18,200	18,200	See Detail Listing
6300-312	PARAMEDIC SCHOOL	9,730	10,600	10,600	9,800	See Detail Listing
6300-313	MAINTENANCE AGREEMENTS	5,691	7,910	7,910	9,030	See Detail Listing
6300-316	911 DISPATCH	34,624	37,000	37,000	42,000	See Detail Listing
6300-323	CELL PHONE	6,807	7,500	7,500	8,440	See Detail Listing
6300-325	LIABILITY INSURANCE	15,000	18,000	18,000	18,000	See Detail Listing
6300-331	UTILITIES, ELECTRIC	21,516	27,000	27,000	27,000	See Detail Listing
6300-333	UTILITIES, WATER	1,709	4,000	4,000	4,000	See Detail Listing
6300-337	PAGER SERVICE	563	700	700	700	See Detail Listing
6300-346	EQUIPMENT RENTAL	380	300	300	300	See Detail Listing
6300-349	EMS/EQP NOTE PAY INT	6,749	5,134	5,094	3,471	Year 5 of 6
6300-350	EMS EQUIP FINAN PRINC	55,939	57,555	57,595	59,218	Year 5 of 6
TOTAL PURCHASED SERVICES		389,548	498,707	510,707	477,439	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6300-441	APPRECIATION/AWARDS	2,668	3,685	3,685	2,600	See Detail Listing
6300-443	DUES/LICENSES	6,123	5,905	5,905	5,905	See Detail Listing
6300-447	EMERGENCY MANAGEMENT SERV	5,468	4,350	7,455	7,709	See Detail Listing
6300-448	REHAB TRAINING & EQUIPMENT	3,167	3,000	3,000	2,400	See Detail Listing
6300-451	SOFTWARE, BOOKS & CD'S	860	1,850	1,850	1,800	See Detail Listing
6300-498	MISCELLANEOUS	160	750	750	0	
TOTAL GENERAL & ADMINISTRATIVE SERVICE!		18,446	19,540	22,645	20,414	
<u>NON-CAPITALIZED EXPENSE</u>						
6300-411	FURNITURE & FIXTURES		1,650	1,650		

11 -GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
6300-452 HARDWARE & TELECOM		35,038	4,800	4,800	1,900	See Detail Listing
TOTAL NON-CAPITALIZED EXPENSE		35,038	6,450	6,450	1,900	
CAPITAL OUTLAY						
8300-200 BUILDING IMPROVEMENTS		0				
8300-411 FURNITURE & FIXTURES		0	0	0		
8300-416 IMPLEMENTS & APPARATUS		0	0	0		
8300-420 EQUIPMENT			121,800	205,565	93,700	See Detail Listing
8300-421 VEHICLES			130,000	130,000		
8300-452 HARDWARE & TELECOM			6,000	6,000	6,000	EOC Handheld Radio
TOTAL CAPITAL OUTLAY		0	257,800	341,565	99,700	
TOTAL FIRE		1,582,467	2,065,378	2,177,500	2,161,002	

11 -GENERAL FUND		2015-2016	2016-2017	2016-2017	2017-2018	DESCRIPTION
GENERAL ADMINISTRATION - NON-DEPA		FISCAL YEAR	ORIGINAL	AMENDED	PROPOSED	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET	
PERSONNEL SERVICES						
6999-109	TMRS - COLA					
6999-110	PERFORMANCE/INCENTIVE P/A	18,262	52,926	34,319	60,729	COLA/MERIT 3%
6999-130	LT DISABILITY					
TOTAL PERSONNEL SERVICES		18,262	52,926	34,319	60,729	
MAINT & SUPPLIES						
6999-213	SIGNS	755	0	0		
6999-214	CLEANING SUPPLIES	1,462	1,500	1,500	1,500	
6999-231	FACILITY MAINT	21,067	32,500	32,500	21,300	\$21K Annual/\$300 alarm monitoring
TOTAL MAINT & SUPPLIES		23,284	34,000	34,000	22,800	
PURCHASED SERVICES						
6999-303	TELEPHONE	8,461	11,500	11,500	11,500	
6999-305	IT SUPPORT/MAINT	68,870	72,288	72,288	72,295	See Comprehensive IT Budget Listing
6999-306	SOFTWARE MAINTENANCE	20,877	21,619	21,619	18,520	See Comprehensive IT Budget Listing
6999-308	CLEANING & PEST CONTROL	15,280	17,200	17,200	17,200	
6999-309	PROFESSIONAL SERVICES	6,400	2,400	2,400	2,100	See Comprehensive IT Budget Listing
6999-310	LEGAL SERVICES	43,306	75,000	75,000	75,000	
6999-322	CONTRACTS OTHER	27,000	30,000	30,000	0	
6999-326	LAW ENFORCEMENT	90,208	110,700	110,700	300,000	New Contract
6999-331	ELECTRICITY	6,673	8,400	8,400	8,400	
6999-333	WATER	554	500	500	500	
6999-336	ANIMAL CONTROL	34,000	35,000	35,000	35,000	
TOTAL PURCHASED SERVICES		321,629	384,607	384,607	540,515	
NON-CAPITAL EXPENSE						
6999-411	FURNITURE	3,153	0	0		
6999-451	SOFTWARE	0	0	0	8,600	See Comprehensive IT Budget Listing
6999-452	HARDWARE, TELECOM	8,713	5,150	5,150	6,300	See Comprehensive IT Budget Listing
TOTAL NON-CAPITALIZED EXPENSE		11,866	5,150	5,150	14,900	
CAPITAL OUTLAY						
8999-200	BUILDING IMPROVEMENTS	0	30,000	30,000	0	
8999-420	EQUIPMENT		0	0		
8999-421	VEHICLE		0	0		
8999-452	HARDWARE, TELECOM	0	0	0		
TOTAL CAPITAL OUTLAY		0	30,000	30,000	0	
TOTAL NON-DEPARTMENTAL		375,041	506,683	488,076	638,944	

21 - CAPITAL IMPROVEMENTS	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
REVENUES					
<u>FEES & SERVICE CHARGES</u>					
4404 INTERGOV/3RD PARTY REV	244,414	106,480	112,703		
TOTAL FEES & SERVICE CHARGES	244,414	106,480	112,703	0	
<u>BOND PROCEEDS</u>					
4800 BOND PROCEEDS	0	0	5,855,000	0	Proceeds - New Debt
4810 BOND ISSUE PREMIUM			256,007		Premium - New Debt
TOTAL BOND PROCEEDS	0	0	6,111,007	0	
<u>MISCELLANEOUS REVENUE</u>					
4911 INTEREST INCOME	6,921	6,000	6,000	12,000	
4914 INSURANCE PROCEEDS	0	0	60,401	0	
TOTAL MISCELLANEOUS REV	6,921	6,000	66,401	12,000	
TOTAL REVENUES	251,335	112,480	6,290,111	12,000	

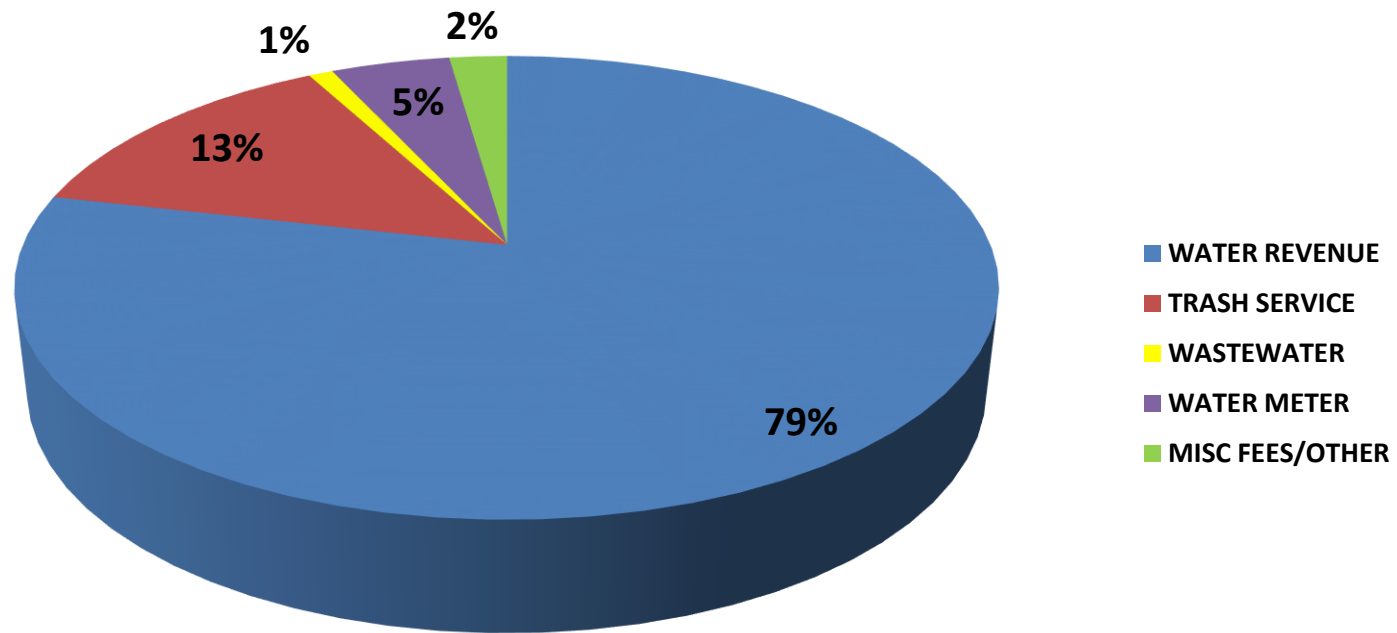
21 - CAPITAL IMPROVEMENTS
PUBLIC WORKS
DEPARTMENTAL EXPENDITURES

CAPITAL OUTLAY

	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
7900-298 BOND ISSUE COSTS			111,007		Debt Issuance Costs
8210-490-104 WATER METER REPLACEMENT	0	100,000	250,000	250,000	Year Two Replacement
8210-490-108 STINSON WATER LINE PROJECT	0	5,000	0		
8210-490-111 OSAGE WATER LINE	46,762				Complete
8210-490-117 ABANDONED 8" AC FM WATER LINE	0	34,117	34,117	0	
8210-490-120 PARKER R 12" WATER LINE PHASE ONE-1	9,643	6,000	299,937		\$244,796 Contract/\$36,879 Contingency \$8,262 BW2 Design Balance/\$10K LIT F 490-127
8210-490-121 WHITE ROCK BRIDGE ADD'T ROW	4,000	11,000	0		Complete
8210-490-122 PARKER RD PHASE 2	0	400,000	33,500	348,000	
8210-490-123 DEAD END CONNECTIONS	0	400,000	400,000		
8210-490-124 WATER SYSTEM IMPROVEMENTS	60,684				Complete
8210-490-125 ELEVATED WATER TOWER			185,000	2,777,240	\$2,190,844 Elevated Tower/\$432,575 New Pump House/\$153,821 Pump replac
8210-490-126 PARKER RD PHASE 3T	0	0	10,800	159,503	
8210-491-120 WINNINGKOFF TRAIL PROJECT	0	117,480	117,480		Complete
8210-301 W LUCAS RD/COUNTRY CLUB - RTR		79,000	0	79,000	Carry-Over FY 17-18 Drainage
8210-302 W LUCAS RD/CC RD TO ANGEL PKWY - RTR	10,520	1,423,618	20,000	1,403,618	Carry-Over FY 17-18
8210-303 FM 1372 LCA TURN LANES - LCA	24,839	0	0		Complete
8210-491-121 BLONDY JHUNE BRIDGES/SAFETY PROJECTS	432,686	0	1,730,691		Complete
8210-491-122 BAIT SHOP INTERSECTION ROW		100,000	0		
8210-491-123 WINNINGKOFF ROAD REVERSE CURVE	0	840,000	97,036	964,000	\$72,036 Design Winningkoff R Curve(Birkhoff) \$25K Easement/\$964K construc est
8210-491-124 STINSON RD W LUCAS INTERSECTION			91,130	453,000	
8210-491-125 ROW FOR INTERSECTION FM 1378/3286			300,000		
8210-491-126 COUNTRY CLUB RD/ESTATES PKWY INTERSECTION				350,000	
8210-491-127 WINNINGKOFF RD /MIDDLE SECTION				1,400,000	
8210-491-128 STINSON RD SOUTHERN SECTION				2,267,000	
8210-491-129 BLONDY JHUNE RD MIDDLE & EAST SECTION				2,700,000	
TOTAL CAPITAL OUTLAY	589,134	3,516,215	3,569,691	13,151,361	
TOTAL PUBLIC WORKS	589,134	3,516,215	3,569,691	13,151,361	

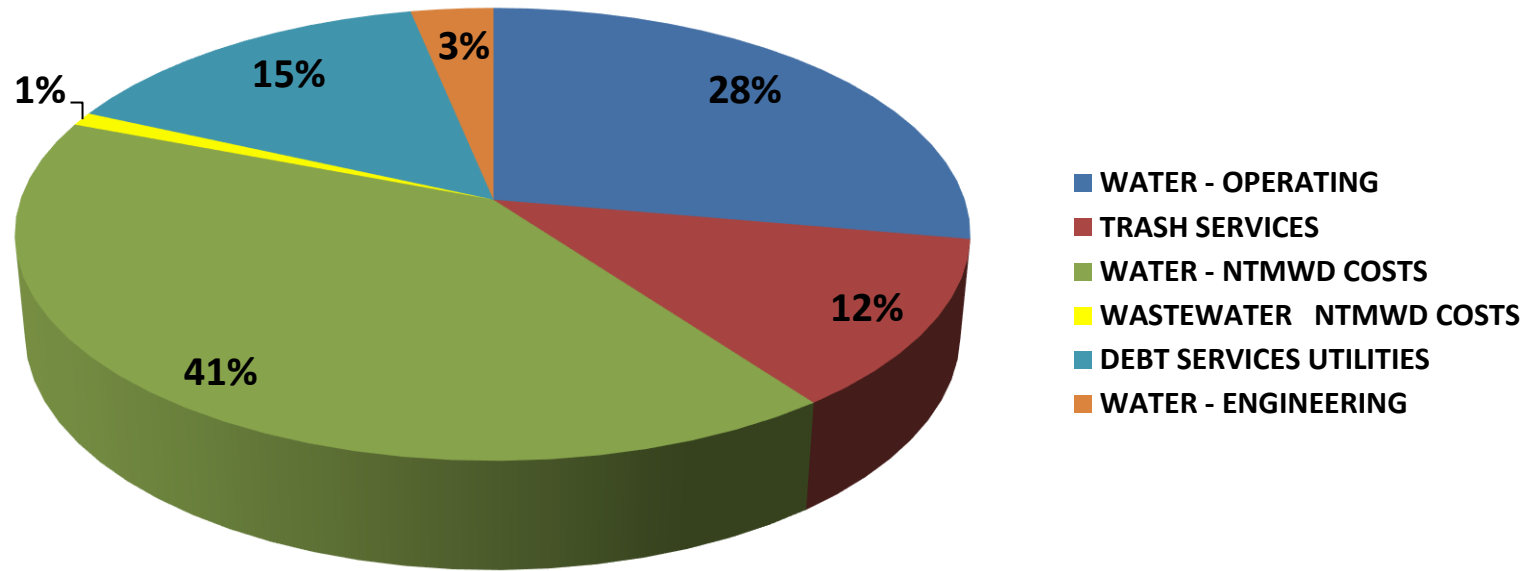
Water Fund Revenue FY17/18

Total \$ 4,427,177



Water Fund Expenditures FY17/18

Total \$ 4,344,641



51 - WATER UTILITIES FUND

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
REVENUES						
<u>FEES & SERVICE CHARGES</u>						
4461	WATER REVENUE	2,967,668	3,180,121	3,180,121	3,478,218	
4462	WATER TAPS & BORES	0	10,000	10,000	10,000	
4463	PENALTY & INTEREST	35,125	35,000	35,000	35,000	
4467	WATER METER	200,350	200,000	200,000	200,000	
4468	WATER METER REPAIRS	8,400	6,000	7,000	7,000	
4469	WASTEWATER FEES	34,431	36,000	73,000	42,000	
4470	REREAD/CHARTING	100	250	250	100	
4478	TRASH SERVICE	445,604	456,000	456,000	599,609	Adjusted for new contract rates
4497	FH METER RENTAL INC	5,475	6,500	6,500	6,500	
4498	MISC. FEE AND CHARGES		250	0	0	
4499	WATER LINES/FEES DEVEL	230,421	0	0		
TOTAL FEES & SERVICE CHARGES		3,927,574	3,930,121	3,967,871	4,378,427	
<u>BOND PROCEEDS</u>						
4800	BOND PROCEEDS	0	0	2,920,000	0	(FY 16-17)Proceeds - New Debt
4810	BOND ISSUE PREMIUM			127,918		(FY 16-17)Premium - New Debt
TOTAL BOND PROCEEDS		0	0	3,047,918	0	
<u>MISCELLANEOUS REVENUE</u>						
4911	INTEREST INCOME	8,478	6,000	18,500	18,500	
4912	RETURN CHECK CHARGE	500	250	425	250	
4913	NTMWD REFUND	28,502	30,000	30,000	30,000	
4914	INSURANCE CLAIM REIMB	0	0	0		
4992	SALE OF ASSETS	0	0	0		
4996	TRANSFER IN	0	0	181,086	0	(FY 16-17) CC Approv 2-2-17- New Posit \$31,086/\$150K Water Flushing/Valves
TOTAL MISCELLANEOUS REVENUE		37,480	36,250	230,011	48,750	
*** TOTAL REVENUES ***		3,965,054	3,966,371	7,245,800	4,427,177	

51 - WATER FUND- Operations

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
<u>PERSONNEL SERVICES</u>						
6400-101	SALARIES - EXEMPT	224,404	154,596	158,096	158,096	
6400-102	SALARIES - NON-EXEMPT	197,303	199,125	222,439	237,253	Five Public Works Water employees/1 UB Coordinator
6400-103	SALARIES - TEMPORARY			0		
6400-106	CERTIFICATION FEES	3,275	6,300	6,300	6,300	
6400-110	PERFORMANCE/INCENTIVE PAY	6,749	12,174	5,926	13,785	COLA/MERIT 3%
6400-111	OVERTIME	22,028	23,500	25,113	25,863	
6400-112	WORKERS' COMPENSATION	8,500	6,842	6,943	9,100	
6400-113	LONGEVITY PAY	2,152	1,563	1,823	2,216	
6400-122	TMRs	60,382	52,875	56,605	58,396	
6400-123	GROUP INSURANCE	58,921	55,926	62,162	72,900	
6400-127	MEDICARE	6,377	5,561	5,968	6,184	
6400-129	LT DISABILITY	1,555	1,674	1,978	1,978	
6400-131	UNEMPLOYMENT COMP	0		0		
6400-141	CAR ALLOWANCE	2,400	2,400	2,400	2,400	
TOTAL PERSONNEL SERVICES		594,046	522,536	555,753	594,471	
<u>MATERIALS & SUPPLIES</u>						
6400-201	OFFICE SUPPLIES	800	800	800	800	
6400-202	POSTAGE	925	2,000	2,000	2,000	
6400-204	FOOD/BEVERAGE	400	400	400	400	
6400-206	FUEL & LUBRICANTS	10,666	12,000	12,000	12,000	
6400-208	MINOR APPARATUS	4,019	7,500	7,500	0	
6400-209	PROTEC CLOTHING/UNIFORMS	3,813	6,345	6,345	6,345	See Detail Listing
6400-210	COMPUTER SUPPLIES	0	225	225	225	
6400-211	MEDICAL SUPPLIES	0	100	100	100	
6400-212	CHEMICALS	0	11,300	11,300	1,000	
6400-222	MISCELLANEOUS	1,952	2,500	2,500	0	
6400-223	SAND/DIRT	0	1,000	1,000	1,000	
6400-224	ASPHALT/FLEXBASE/CONCRETE	0	3,000	3,000	3,000	
TOTAL MATERIALS & SUPPLIES		22,575	47,170	47,170	26,870	
<u>MAINTENANCE & REPAIR</u>						
6400-231	FACILITY MAINTENANCE	1,040	1,500	1,500	3,000	
6400-232	VEHICLE/EQP MAINT.	3,625	4,200	4,200	4,500	See Detail Listing
6400-233	REPAIR & MAINT WTR FACILITIES	100,038	170,080	329,280	139,649	See Detail Listing
TOTAL MAINTENANCE & REPAIR		104,703	175,780	334,980	147,149	
<u>PURCHASED SERVICES:</u>						
6400-237	TRASH SERVICES	392,308	415,000	415,000	526,634	Adjusted for new contract rates
6400-302	AUDITING & ACCOUNTING	8,312	12,500	12,500	12,500	
6400-303	TELEPHONE	4,716	5,400	5,400	5,400	
6400-304	UB PROCESSING	22,432	23,500	23,500	23,500	
6400-305	SOFTWARE SUPPORT/MAINT	9,391	26,634	26,634	25,050	See Detail Listing
6400-307	TRAINING & TRAVEL	1,857	4,634	4,634	9,801	See Travel & Training Plan
6400-309	PROFESSIONAL SERVICES	35,411	33,000	36,105	26,000	See Detail Listing
6400-313	MAINTENANCE AGREEMENTS	6,390	6,400	6,400	5,400	New Contract Konica Copier
6400-315	WATER - NTMWD	1,470,901	1,621,763	1,621,763	1,778,910	Estimated at \$2.83 per 1,000 gallons
6400-316	WASTEWATER NTMWD	32,847	42,000	58,800	42,000	Est at \$1.78 per 1,000 gallons/8,375,000 Reg WW Sys
6400-323	CELL PHONE	4,985	5,000	5,000	5,000	
6400-325	LIABILITY INSURANCE	17,220	20,200	20,200	20,200	
6400-331	ELECTRICITY	59,939	70,000	70,000	70,000	
6400-333	UTILITIES, WATER	256	400	400	400	
6400-346	EQUIPMENT RENTAL	147	5,000	5,000	5,000	
TOTAL PURCHASED SERVICES		2,067,112	2,291,431	2,311,336	2,555,795	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						
6400-443	DUES/LICENSES	267	500	500		
6400-999	PILOT TRANSFER OUT	200,923	211,134	211,134	211,134	
TOTAL GENERAL & ADMIN SERVICES/TRANSF		201,190	211,634	211,634	211,134	
<u>NON-CAPITAL EXPENSE</u>						
6400-411	FURNITURE	0	0	0	0	

51 - WATER FUND- Operations

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
6400-416	IMPLEMENTS & APPARATUS	0	0	0	0	
6400-452	HARDWARE & TELECOM	660	0	0	0	
TOTAL NON-CAPITAL EXPENSE		660	0	0	0	-
8400-420	EQUIPMENT - WATER	46,575	8,500	8,500	18,500	See Detail Listing
8400-422	EQUIPMENT- SEWER	0	0	0		
8400-421	VEHICLE	0	0	0		
8400-451	SOFTWARE, BOOKS & CD'S	0	0	0		
8400-452	HARDWARE & TELECOMM	0	0	0		
8400-490	METER READ SYSTEM	0	0	0		
TOTAL CAPITAL OUTLAY		46,575	8,500	8,500	18,500	
TOTAL WATER UTILITIES		3,036,861	3,257,051	3,469,373	3,553,919	

51 - WATER FUND- Engineering

DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6409-101	SALARIES - EXEMPT		79,206	79,977	78,833	
6409-112	WORKERS' COMPENSATION		248	248	280	
6409-113	LONGEVITY PAY		108	108	156	
6409-122	TMRS		10,920	11,027	10,806	
6409-123	GROUP INSURANCE		8,604	8,604	9,720	
6409-127	MEDICARE		1,200	1,211	1,143	
6409-129	LT DISABILITY		325	325	340	
TOTAL PERSONNEL SERVICES		0	100,611	101,500	101,278	
<u>MATERIALS & SUPPLIES</u>						
6409-201	OFFICE SUPPLIES		250	250	250	
6409-204	FOOD/BEVERAGE		100	100	100	
6409-208	MINOR APPARATUS		500	500	500	
6409-209	PROTEC CLOTHING/UNIFORMS		1,210	1,210	1,200	See Detail Listing
6409-210	COMPUTER SUPPLIES		100	100	100	
TOTAL MATERIALS & SUPPLIES		0	2,160	2,160	2,150	
<u>PURCHASED SERVICES:</u>						
6409-305	SOFTWARE SUPPORT & MAINT		500	5,500	550	See Detail Listing
6409-307	TRAINING & TRAVEL		1,462	1,462	1,921	See Travel & Training
6409-309	PROFESSIONAL SERVICES		66,600	66,600	31,800	See Detail Listing
6409-323	CELL PHONE		1,200	1,200	1,200	
TOTAL PURCHASED SERVICES		0	69,762	74,762	35,471	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						
6409-443	DUES/LICENSES		1,625	1,625	1,125	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES/TRANSFERS		0	1,625	1,625	1,125	
<u>NON-CAPITAL EXPENSE</u>						
6409-411	FURNITURE		500	500		
6409-416	IMPLEMENTS & APPARATUS		500	500	500	
6409-452	HARDWARE & TELECOM		500	500		
TOTAL NON-CAPITAL EXPENSE		0	1,500	1,500	500	-
8400-452 HARDWARE & TELECOMM						
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL WATER UTILITIES		0	175,658	181,547	140,524	

51 - WATER UTILITIES FUND

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
<u>DEBT SERVICE</u>						
7900-214	2007 CERT OF OBLIG-PRINCIPAL	110,000	115,000	115,000	120,000	
7900-215	2007 CERT OF OBLIG-INTEREST	59,713	54,931	54,931	49,938	
7900-216	2007 GO REFUNDING- PRINCIPAL	170,000	170,000	170,000	100,000	
7900-217	2007 GO REFUNDING- INTEREST	29,328	22,936	22,936	17,860	
7900-218	2011 CERT OF OBLIG-PRINCIPAL	85,000	90,000	90,000	95,000	
7900-219	2011 CERT OF OBLIG-INTEREST	68,475	66,500	66,500	63,950	
7900-222	2017 CERT OF OBLIG-PRINCIPAL				110,000	
7900-223	2017 CERT OF OBLIG-INTEREST				93,250	
7900-298	BOND SALE EXPENSES	200	200	47,918	200	(FY 16-17) Debt Issuance Costs
TOTAL DEBT SERVICE		522,716	519,567	567,285	650,198	
TOTAL DEBT SERVICE		522,716	519,567	567,285	650,198	

59 - DEBT SERVICES FUND

	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
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DEPARTMENTAL EXPENDITURES**REVENUES****PROPERTY TAXES**

4011	PROPERTY TAXES	917,473	782,948	840,696	1,197,171
4012	PROPERTY TAXES-DELINQUENT	35,933	17,000	17,000	17,000
4015	PROPERTY TAXES-P&I	14,950	5,000	6,910	5,121
4911	INTEREST INCOME	2,578	1,200	4,756	4,756

TOTAL PROPERTY TAXES	970,934	806,148	869,362	1,224,048	
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TOTAL REVENUES	970,934	806,148	869,362	1,224,048	
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EXPENDITURES**DEBT SERVICE**

7900-214	2007 CERT OF OBLIG-PRINCIPAL	85,000	90,000	90,000	90,000
7900-215	2007 CERT OF OBLIG-INTEREST	46,006	42,288	42,288	38,463
7900-216	2007 GO REFUNDING- PRINCIPAL	190,000	200,000	200,000	205,000
7900-217	2007 GO REFUNDING- INTEREST	53,392	46,060	46,060	38,446
7900-218	2011 CERT OF OBLIG-PRINCIPAL	135,000	140,000	140,000	150,000
7900-219	2011 CERT OF OBLIG-INTEREST	106,100	103,000	103,000	99,000
7900-220	2015 CERT OF OBLIG-PRINCIPAL	150,000	110,000	110,000	115,000
7900-221	2015 CERT OF OBLIG-INTEREST	60,641	51,000	51,000	48,750
7900-222	2017 CERT OF OBLIG-PRINCIPAL				225,000
7900-223	2017 CERT OF OBLIG-INTEREST				186,913
7900-298	BOND SALE EXPENSES	400	600	600	600 (FY 16-17) Debt Issue

TOTAL DEBT SERVICE	826,539	782,948	782,948	1,197,171	
---------------------------	----------------	----------------	----------------	------------------	--



City of Lucas Council Agenda Request August 17, 2017

Item No. 11

Requester: Development Services Director Joe Hilbourn, City Secretary Stacy Henderson

Agenda Item:

Consider adopting Ordinance 2017-08-00863 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Miscellaneous Permits, Registration and Licensing, Parks and Recreation, Solid Waste Collection and Disposal, and Network Providers.

Background Information:

During an annual review of the Master Fee Schedule the following amendments are being proposed:

Article 6.000 – Miscellaneous Permits		
	Current Rate	Proposed Rate
(13) Building permit (electrical)	\$60.00	\$70.00
(14) Building permit (plumbing)	\$60.00	\$70.00

Article 7.000 – Registration and License	
• Removing fee for Electrical Contractor Registration from this section.	

Article 21.000 – Parks and Recreation		
	Current Rate	Proposed Rate
(b) Pavilion rental fee (residents)	\$50.00 deposit	\$25.00/4 hours \$50.00/all day
(d) Community Center daily rental fee (Lucas residents only)	\$100.00 deposit	\$25.00 rental fee

Article 24.000 – Solid Waste Collection and Disposal		
	Current Rate	Proposed Rate
(1) Basic Service (monthly rates)	\$17.00	\$21.57
(2) Expanded Service (monthly rates)	\$19.45	\$26.50
(3) Expanded Service Plus (monthly rates)	25.50	\$31.43
(4) Additional service (monthly rates for each additional 100 120 gallons of refuse or polycart collected above the Expanded Plus Service)	100 gallons \$6.05	120 gallons \$4.93



City of Lucas Council Agenda Request August 17, 2017

Item No. 11

Article 24.300 – Recycling Monthly Rates

- Recycling rates are being removed from the Master Fee Schedule as this service is not currently offered.

Article 25.000 – Network Providers

Sec. 25.100. Small cell application fees	Current Rate	Proposed Rate
(1) Small cell application fee	NA	\$500.00 (1-5 network nodes)
(2) Each additional network node	NA	\$250.00 (more than 5)
(3) Per pole	NA	\$1,000.00
Sec. 25.200 Small cell user fees		
(1) Annual fee for each network node	NA	\$250.00
(2) Annual city pole attachment fee	NA	\$ 20.00
Sec. 25.300 Transport facility monthly user fee		
\$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the city exceeds its monthly aggregate per month compensation to the city."		

Attachments/Supporting Documentation:

1. Ordinance 2017-08-00863

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the proposed Master Fee Schedule updates.

Motion:

I make a motion to approve/deny adopting Ordinance 2017-08-00863 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Miscellaneous Permits, Registration and Licensing, Parks and Recreation, and Solid Waste Collection and Disposal.



ORDINANCE 2017-08-00863
[AMENDING APPENDIX C TITLED “FEE SCHEDULE”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED “FEE SCHEDULE” BY AMENDING ARTICLE 6.000 TITLED “MISCELLANEOUS PERMITS”; BY AMENDING ARTICLE 7.000 TITLED “REGISTRATION AND LICENSE”; BY AMENDING ARTICLE 21.000 TITLED “PARKS AND RECREATION”; BY AMENDING ARTICLE 24.000 TITLED “SOLID WASTE COLLECTION AND DISPOSAL” BY AMENDING THE MONTHLY SOLID WASTE COLLECTIONS RATES WITH THE NEW RATES TO BE EFFECTIVE OCTOBER 1, 2017; BY REMOVING SECTION 24.300 TITLED RECYCLING MONTHLY RATES; AND BY ADDING A NEW SECTION 25.000 TITLED “NETWORK PROVIDERS” PROVIDING SMALL CELL APPLICATION FEE, SMALL CELL USER FEE, AND TRANSPORT FACILITY MONTHLY USER FEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Appendix C titled “Fee Schedule”, to read as follows:

“APPENDIX C

FEE SCHEDULE

...

ARTICLE 6.000 MISCELLANEOUS PERMITS

Activities shall be charged the fee associated with the activity subject to re-inspection fees.

(1) Awnings, patio covers, carports: \$60.00.

...

(13) Building permit (electrical): \$70.00.

(14) Building permit (plumbing): \$70.00.

...

ARTICLE 7.000 REGISTRATION AND LICENSE

General, plumbing, mechanical and irrigation contractors shall not be eligible to receive a permit within the city until they have registered with the city as a contractor and paid the following fee(s):

- | | | |
|-----|------------------------|----------|
| (1) | Water well contractor: | \$90.00. |
| (2) | HVAC contractor: | \$90.00. |
| (3) | Irrigation contractor: | \$90.00. |
| (4) | General contractor: | \$90.00. |
| (5) | Backflow tester: | \$45.00. |

...

ARTICLE 21.000 PARKS AND RECREATION

- | | | |
|-----|--|--------------------------------------|
| (a) | Pavilion rental fee (non-resident): | \$25.00/hour. |
| (b) | Pavilion rental fee (resident): | \$25.00/4 hours.
\$50.00/all day. |
| (c) | Baseball fields B, C or D (non-resident): | \$25.00/hour. |
| (d) | Community Center rental fee:
(residents only) | \$25.00. |

...

ARTICLE 24.000 SOLID WASTE COLLECTION AND DISPOSAL

Sec. 24.100 Monthly rates

Monthly rates, per customer, shall be as follows (rates reflect the addition of sales tax and the combined franchise/right-of-way use fee and administrative fee):

- | | | |
|-----|--|---------|
| (1) | Basic service (monthly rates): | \$21.57 |
| (2) | Expanded service (monthly rates): | \$26.50 |
| (3) | Expanded Plus service (monthly rates): | 31.43 |

- (4) Additional service (monthly rates for each additional 120 gallons of refuse or polycart collected above the Expanded Plus service): \$4.93.

Sec. 24.200 Refrigeration appliances

Refrigeration appliances not certified and tagged by an HVAC technician may be subject to a \$35.00 disposal fee, billed to the individual by contractor.

ARTICLE 25.000 NETWORK PROVIDERS

Sec. 25.100 Small cell application fees

- | | | |
|-----|------------------------------|------------------------------|
| (1) | Small cell application fee | \$500.00 (1-5 network nodes) |
| (2) | Each additional network node | \$250.00 (more than 5) |
| (3) | Per pole | \$1,000.00 |

Sec. 25.200 Small cell user fees

- | | | |
|-----|----------------------------------|----------|
| (1) | Annual fee for each network node | \$250.00 |
| (2) | Annual city pole attachment fee | \$ 20.00 |

Sec. 25.300 Transport facility monthly user fee

\$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the city exceeds its monthly aggregate per month compensation to the city."

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 that 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. 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 17th DAY OF AUGUST 2017.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(08-02-2017/88678)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

August 17, 2017

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Discuss and provide information on various alignments and easements for the Snider Lane Eight-Inch Waterline Project from Shady Lane to the Lakeview Downs neighborhood.

Background Information:

In 1969, the City of Lucas obtained a 20-foot easement along the south side of Snider Lane from White Rock Creek to Highland Park for the installation of a three- or four-inch waterline.

In April of 2006, a Development Agreement between the City and LakeView Development, LLC (LVD), was established requiring the installation of a 6,500-foot long, eight-inch waterline from the east side of the White Rock Creek to the west side of Sterling Brown Lane. The agreement stated that the waterline would be placed on the south side of Snider Lane in the prescriptive right-of-way and if any new easements were needed, LVD would be responsible for the acquisition. If LVD was unable to get the easements, the City could use its eminent domain authority.

When the 2006 Development Agreement was established, City Staff was unaware of the 1969 20-foot existing Snider Lane easements.

In 2016, LVD started acquiring easements along Snider Lane. In the December 2016, Public Works Director/City Engineer Stanton Foerster found the 1969 easements filed with Collin County and allowed the LVD to use the City easements.

Attachments/Supporting Documentation:

1. City of Lucas/LakeView Development Agreement
2. Snider Lane Easements
3. Parr Easement
4. Stringer Easement
5. Bartee Easement
6. Welburn Easement

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

THE STATE OF TEXAS

§
§
§

DEVELOPMENT AGREEMENT

COUNTY OF COLLIN

OFF-SITE WATER LINE

This agreement (the "Agreement") is made by and between the City of Lucas, Texas ("City"), and LakeView Development LLC, a California Limited Liability Company which will serve as the general partner of a Texas limited partnership, ("Owner"), (collectively the "Parties") acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, the Owner is the owner of the real property described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the City adopted water impact fees pursuant to Chapter 395, TEX. LOC. GOV'T CODE ("Impact Fees"); and

WHEREAS, the Owner intends to develop the Property consistent with the Final Plat and has agreed to install, or cause to have installed, an off-site eight inch (8") water line extension as generally depicted in Exhibit "B", attached hereto; and

WHEREAS, the Owner is willing to install the water line improvements, which will connect at the most southern point of the existing City four inch (4") water line on the west side of Sterling-Brown Lane and will extend south to a point, crossing Snider Lane; thence, west adjacent to and parallel to the paved surfaces of Snider Lane and within the prescriptive right-of-way for Snider Lane to point of connection with the three inch (3") City water line extending south on the east side of Shady Lane and the four inch (4") City water line extending west along the south side of Snider Lane from Winningkoff, in all a distance of approximately 6,500 linear feet, as depicted in Exhibit "B" ("Water Line Improvements") attached hereto.

NOW, THEREFORE, and in consideration of ten dollars (\$10.00), the mutual covenants and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I Term

This Agreement shall commence on the last date all the parties have executed the Agreement ("Effective Date") and shall terminate on the date ("Expiration Date") that is the later date of: (1) the expiration of ten (10) years after City acceptance of the Water Line Improvements; or (2) the date the Owner has fully satisfied all of the terms and conditions herein; or, (3) unless sooner terminated herein.

Article II Definitions

For the purposes of this Agreement, each of the following shall have the meanings set

forth herein unless the context clearly requires otherwise:

2.1 "Approved Plans" means the plans and specifications for the Water Line Improvements approved by the City Administrator of the City of Lucas, or designee.

2.2 "City Administrator" means the City Administrator of the City of Lucas, or designee.

2.3 "Commencement of Construction" means cumulatively (i) preparation and approval of the Approved Plans, (ii) issuance by all applicable governmental authorities of necessary permits for the construction of the Water Line Improvements, (iii) commencement of grading for the Water Line Improvements pursuant to Approved Plans, (iv) commencement of construction of the Water Line Improvements pursuant to Approved Plans, and (v) issuance by all applicable governmental authorities of necessary permits for construction of the Water Line Improvements pursuant to Approved Plans.

2.4 "Completion of Construction" means that (i) the Water Line Improvements have been substantially completed in accordance with the Approved Plans, (ii) a certificate of substantial completion has been issued by the general contractor(s) and engineer(s)/architect(s) for the Water Line Improvements, and a copy of such certificate has been delivered to the City, and (iii) the Water Line Improvements and Agreed Cost of the Water Line Improvements have been accepted in writing by the City, which the City agrees to do within ten (10) days after receipt of request therefore, if the Water Line Improvements have been constructed substantially in accordance with the Approved Plans.

2.5 "Effective Date" shall mean the last date of execution of this Agreement.

2.6 "Event of Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for any part of Owner's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner and such proceeding is not dismissed within ninety (90) days after filing thereof.

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

2.8 "Impact Fees" shall mean water impact fees.

2.9 "Water Line Improvements" or "Project" shall mean an eight inch (8") offsite water line contemplated to connect with the most southern point of the existing City four inch (4") water line on the west side of Sterling-Brown Lane and will extend south to a point, crossing Snider Lane; thence, west adjacent to and parallel to the paved surfaces of Snider Lane and

within the prescriptive right-of-way for Snider Lane to point of connection with the three inch (3") City water line extending south on the east side of Shady Lane and the four inch (4") City water line extending west along the south side of Snider Lane from Winningkoff, as depicted in Exhibit "B".

Article III Water Line Improvements

3.1 **Construction of Water Line Improvements.** Owner agrees to design and install the Water Line Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City ("City Standards"). The Owner shall submit plans for the alignment, design and construction ("Plans") of the Water Line Improvements to the City for review and approval by the City Administrator. The Plans shall include the estimated cost of design and installation cost of the Water Line Improvements. Subject to extension for delays caused by events of Force Majeure and to the City's approval of the estimated cost and the Approved Plans, Owner agrees to construct the Water Line Improvements. The Owner agrees to commence the Water Line Improvements when all necessary and required easements or right-of-way have been acquired and the Owner has received Approved Plans. Owner agrees to use best efforts to complete construction within 120 days of construction commencement.

3.2 **Cost Participation/Surveying and Design Fees.** The City agrees to reimburse Owner for all costs of the Project with Impact fees imposed and collected as provided herein. The City's participation in the cost of the Project shall be for an amount not to exceed the actual costs incurred by Owner, which shall include any and all costs associated with the acquisition of right-of-way ("Costs") as described in Section 3.3 herein.

3.3 **Right-of-Way Acquisition and Eminent Domain.** Owner agrees to negotiate in good faith and offer fair market value to any property owner from which a property interest must be acquired for right-of-way, or temporary or permanent easements necessary or required for the Water Line Improvements. If no agreement can be reached with a property owner for acquisition of the property interests necessary for the Water Line Improvements, the City agrees to, by Council action, to authorize and take all legal actions, including the exercise of its eminent domain authority, pursuant to Chapters 251 or 402 TEX. LOCAL GOV'T CODE, to acquire the necessary easements, temporary or permanent, or right-of-way required for the Water Line Improvements as specified in the Approved Plans. The Owner shall be further authorized to bring said legal action to acquire the necessary property interest, for and on behalf of the City, with City supervision of costs and counsel.

Article IV Impact Fee Reimbursements

4.1 The City shall amend its Capital Improvement Plan, by City Council action, within 90 days of execution of this Agreement to specifically include the Water Line Improvements as set forth herein, as an authorized and approved capital or facility expansion or improvement. Failure of the City to so act relieves any obligation of Owner herein.

4.2 City agrees to reimburse the Owner for the actual Costs of the design and construction of the Water Line Improvements through the payment of Impact Fees collected by the City during the period beginning upon the written acceptance by the City of the Water Line Improvements and ending ten (10) years thereafter. Said reimbursement shall not exceed the amounts set out in Section 3.2 above. Upon written acceptance by the City of the Water Line Improvements, the City agrees to pay to the Owner the amount equal to the Impact Fees to be imposed by the City against the Owner's Property and against the properties depicted in Exhibit B, within sixty (60) days after such Impact Fees are collected by the City. Parties further agree that the reimbursement to the Owner for the design and construction of the Water Line will not exceed the actual Costs of design and construction of the Water Line Improvements or the Impact Fees collected by the City during the above described period. In the event the Impact Fees collected by the City, during the above described period, are less than or insufficient to reimburse the Owner for the actual Costs of the design and construction of the Water Line Improvements, the parties agree that the City shall not be liable for any such deficit and that such deficit shall be the sole responsibility and obligation of the Owner.

Article V

Miscellaneous

5.1 **Project Plans.** Except as otherwise provided, the Plans for the Project shall be submitted to the City Engineer for review and approval prior to Commencement of Construction. The Plans submitted shall be approved only in whole, that is, no portion of the Plans shall be approved and released for construction without approval of the complete Plans.

5.2 **NCTCOG Standards.** Except as otherwise provided in this Agreement, the construction of the Project by Owner shall be in accordance with the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended, and as modified by the City, and to the extent applicable are hereby incorporated by reference.

5.3 **Compliance with Laws.** Owner shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.4 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties.

5.5 **Limitation on Liability.** 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. It is understood and agreed between the parties that Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. Owner agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Owner's performance of the conditions under this Agreement.

5.6 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

5.7 **Termination.** This Agreement shall terminate upon any one of the following:

- (a) the written agreement of the parties;
- (b) the Expiration Date;
- (c) the election by either 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 to the breaching party;
- (d) the election by the City, if the Owner suffers an Event of Bankruptcy or Insolvency;
- (e) the election by the City, if any Impositions owed to the City or the State of Texas by the Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such Impositions); and
- (f) the election by the City, 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.

5.8 **Bonds.** Owner agrees to execute a performance bond for the construction of the Project to ensure Completion of Construction in accordance with Chapter 2253 Texas Government Code, or to cause its contractors to provide such performance bonds, and payment bonds in forms reasonably satisfactory to the City for the construction of the Project to ensure Completion of Construction.

5.9 **Books and Records.** Owner to make its books and records relating to the construction of the Project available for inspection by the City, until Completion of Construction.

5.10 **Indemnification.** Owner hereby release, indemnify and hold harmless the City, its officers, agents, employees, and third party representatives (collectively referred to as "City") from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage and lawsuits and judgments, including court cost, expenses and attorney's fees, and all other expenses arising directly or indirectly from the Owner's performance of this Agreement. The foregoing release and indemnity will survive termination of this Agreement and shall expire after the expiration of the last maintenance bond for the public infrastructure improvements constructed herein.

5.11 **Successors and Assigns.** 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. It is expressly acknowledged and agreed that LakeView Development, LLC may transfer all of its rights, including those under this Agreement, to a newly-formed Texas limited partnership, and serve as the general partner of that limited partnership, which limited partnership will be the Owner. Other than this transfer to the limited partnership, however,

this Agreement may not be assigned without the express written consent of the City, which shall not be unreasonably withheld in connection with the sale of the Property.

5.12 **Severability**. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5.13 **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 venue for any action concerning this Agreement shall be in State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

5.14 **Entire Agreement**. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

5.15 **Recordation of Agreement**. A certified copy of this Agreement shall be recorded in the Deed Records of Collin County, Texas.

5.16 **Recitals**. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

5.17 **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.18 **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.

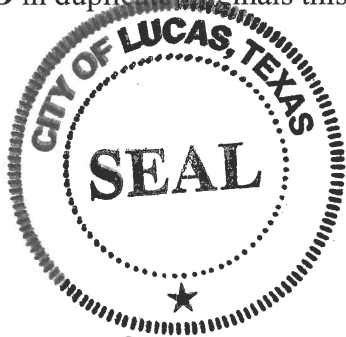
5.5 **Notice**. All notices and communications required or permitted to be given hereunder shall be in writing and hand delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Owner:
Strasburger & Price. LLP
Rider Scott
2801 Network Boulevard, Suite 600
Frisco, TX 75034

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

EXECUTED in duplicate originals this the 27 day of April, 2006.

CITY:



CITY OF LUCAS, TEXAS

By: [Signature]
MAYOR

ATTEST:

By: [Signature]
CITY SECRETARY

APPROVED AS TO FORM:

By: [Signature]
Joe Gorfida, CITY ATTORNEY
(64776)

EXECUTED in duplicate originals this the 10th day of April, 2006.

OWNER:

LAKEVIEW DEVELOPMENT LLC

By: TRANS GLOBAL LAND
DEVELOPMENT, INC.

[Signature]

Steven Ness, CEO
[NAME] [TITLE]

Acknowledgment
Attached to 7 page(s)
Date 4-10-06 gr

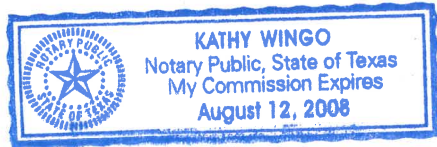
CITY'S ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 27 day of April, 2006 by Robert Sandus Mayor of the City of Lucas, Texas, on behalf of said municipality.



Kathy Wingo
Notary Public, State of Texas

My Commission Expires:

8/12/08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

SS.

On 10th April 2006,
Date

before me,

Sharon Butler, Notary Public,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Steven Ness

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Sharon Butler

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 10th April 2006

Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Trans Global Land
Development INC.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

OWNER'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §

 §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006 by _____ of Trans Global Land Development Inc., a Texas corporation for LakeView Development, LLC.

Notary Public, State of Texas

My Commission Expires:

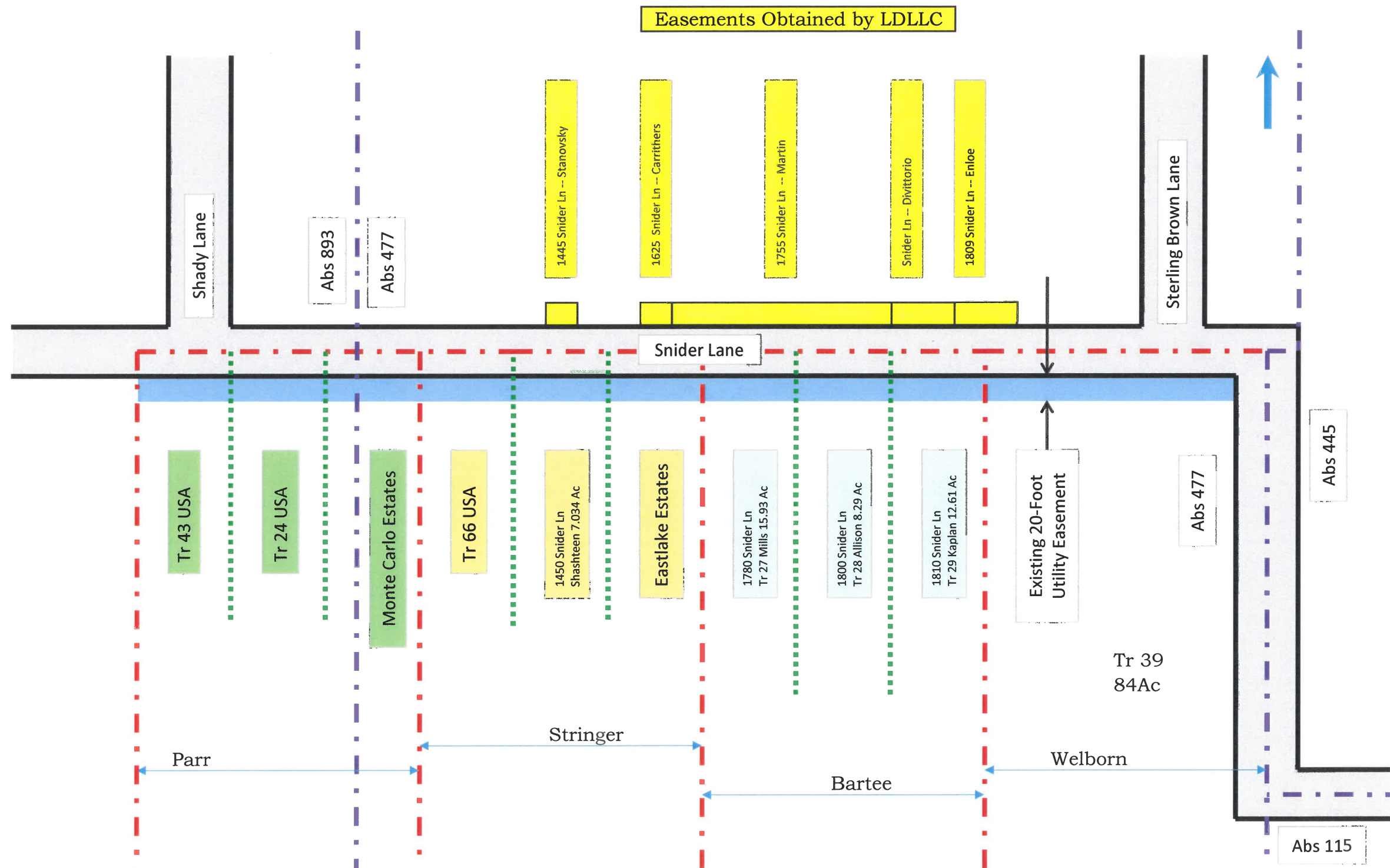
“EXHIBIT A”
Legal Description of the Property

PROPERTY DESCRIPTION

Being a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract No. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract No. 477, and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the **POINT OF BEGINNING;**
THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;
THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;
THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;
THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;
THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;
THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;
THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;
THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;
THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;
THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;
THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;
THENCE North 00°11'32" East, a distance of 604.85 feet to an iron rod found;
THENCE South 88°35'41" East, a distance of 390.20 feet to an iron rod found;
THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;
THENCE South 88°31'45" East, a distance of 1203.50 feet to the **POINT OF BEGINNING**
and CONTAINING 6477178 square feet, 148.6956 acres of land, more or less.

“EXHIBIT B”
Water Line Improvements



RIGHT-OF-WAY EASEMENTS

201

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS §

D. 6926

THAT, Henry O. Parr,

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Lucas, Collin County, Texas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line and appurtenances, over and across the following land owned by Grantor in Collin County, State of Texas:

A 73 acre tract of land out of the Thomas D. James Survey, Abst. #477 being more specifically described in deed to Henry O. Parr, recorded in Vol. 554, page 220, of the Deed Records of Collin County, Texas;

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, the center line thereof to be located across said land as follows:

The center line lies 10 feet South of and parallel to the South right of way line of an East-West public road which lies along the North line of the above described tract and extends along the entire North line of the above mentioned tract.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 28th day of July, 1969.

Henry D. Parr
Henry D. Parr

Mildred A. Parr

ACKNOWLEDGMENT

THE STATE OF TEXAS §

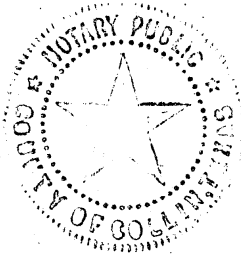
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

Henry D. Parr,

known to me to be the person~~s~~ whose name ~~is~~ are
subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th
day of July, 1969.



C. E. Spurgin
Notary Public in and for
Collin County, Texas.

FILED FOR RECORD 13 DAY OF July A. D. 1970, at 10:43 A M.
RECORDED 14 DAY OF July A. D. 1970.
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Jenny Stewart DEPUTY.

COUNTY OF COLLIN §

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

6933

THAT, I, CHARLES F. STRINGER,

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Lucas, Collin County, Texas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line and appurtenances, over and across the following land owned by Grantor in Collin County, State of Texas:

A 67.86 acre tract out of the Thomas D. James Survey, Abst. No. 477, being more specifically described in deed to Charles F. Stringer dated October 1, 1968, and recorded in Vol. 718, page 424, of the Deed Records of Collin County, Texas;

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, the center line thereof to be located across said land as follows:

The center line lies 10 feet South of and parallel to the South right-of-way line of an East-West public road which lies along the North line of the above described tract and extends along the entire North line of the above described tract.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

32 acres of above tract sold to U. S. Army Corps of Engineers in Nov., 1969, leaving remaining acreage of 35.86 acres.
 1st. Lien: Dorothy H. Reeves \$8,200⁰⁰ (approximate).
 2nd. Lien: Marion Souder \$8,000⁰⁰ (approximate).

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 27 day of April, 1970.

Charles F. Stringer
 CHARLES F. STRINGER

ACKNOWLEDGMENT

THE STATE OF TEXAS §

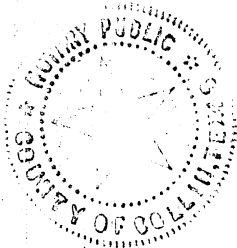
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

CHARLES F. STRINGER,

known to me to be the person _____ whose name _____ is
subscribed to the foregoing instrument, and acknowledged to
me that _____ he _____ executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th
day of April, 19 70.



Faye L. Orr (Faye L. Orr)
Notary Public in and for
Collin County, Texas.

FILED FOR RECORD 13 DAY OF July A. D. 1970, at 10:47 A. M.
RECORDED 14 DAY OF July A. D. 1970.
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Jenny Stewart DEPUTY.

RIGHT-OF-WAY EASEMENTS*

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS §

6902

THAT, James Ned Bartee,

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Lucas, Collin County, Texas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line and appurtenances, over and across the following land owned by Grantor in Collin County, State of Texas:

A tract of land out of the Thomas D. James Survey, Abst. #477, and being more specifically described in deed dated 6/12/68 and recorded in Vol. 713, page 421, of the Deed Records of Collin County, Texas;

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, the center line thereof to be located across said land as follows:

The center line lies 10 feet South of and parallel to the South right of way line of an East-West public road which lies along the North line of the above described tract and extends along the entire North line of the above described tract.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 5th day of August, 1969.

James Ned Bartee
James Ned Bartee

154

THE STATE OF TEXAS §

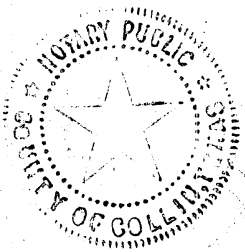
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

James Ned Bartee

known to me to be the person _____ whose name _____ is
subscribed to the foregoing instrument, and acknowledged to
me that _____ he _____ executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th
day of August, 1969.



O. E. Spurgin
Notary Public in and for
Collin County, Texas.

FILED FOR RECORD 13 DAY OF July A. D. 1970, at 10:35 A. M.
RECORDED 14 DAY OF July A. D. 1970.
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Jenny Stewart DEPUTY.

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS §

6939

THAT,

A. R. Welburn,

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the City of Lucas, Collin County, Texas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line and appurtenances, over and across the following land owned by Grantor in Collin County, State of Texas:

A tract of land out of the Thomas D. James Survey, Abst. #477 being more specifically described in deed to A. R. Welburn recorded in Vol. 180, page 141, of the Deed Records of Collin County, Texas;

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, the center line thereof to be located across said land as follows:

The center line lies 10 feet South of and parallel to the South right of way line of an East-West public road which lies along the North line of the above described tract and extends along the entire North line of the above described tract.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 10 day of 10, 1969.

A. R. Welburn
A. R. Welburn

THE STATE OF TEXAS §

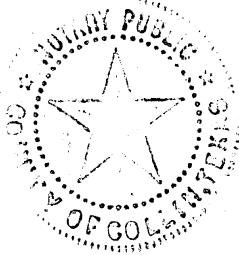
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

A. R. Welburn

known to me to be the person _____ whose name _____ is
subscribed to the foregoing instrument, and acknowledged to
me that _____ he _____ executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th
day of October, 1969.



C. E. Spurgeon
Notary Public in and for
Collin County, Texas.

FILED FOR RECORD 13 DAY OF July A. D. 1970, at 10:50 A. M.
RECORDED 14 DAY OF July A. D. 1970.
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Jenny Stewart DEPUTY.