



# AGENDA

## City of Lucas City Council Meeting September 7, 2017

**7:05 PM**

*(or immediately following the Lucas Fire Control, Prevention and EMS District Board meeting)*

**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, September 7, 2017 at 7:05 pm or immediately following the Lucas Fire Control, Prevention, and EMS District Board meeting 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 Pro Tem Kathleen Peele)

### 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 Pro Tem Kathleen Peele)

No items scheduled for Community Interest.

### **Consent Agenda**

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

3. Approval of the minutes of the August 3, 2017 City Council meeting. **(City Secretary Stacy Henderson)**
4. Approval of the minutes of the August 17, 2017 City Council meeting. **(City Secretary Stacy Henderson)**
5. Consider adopting Ordinance 2017-09-00865 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Parks and Recreation. **(City Secretary Stacy Henderson)**
6. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for Jail Services for a period of one year ending on September 30, 2018. **(City Secretary Stacy Henderson)**

### **Public Hearing Agenda**

7. Public hearing to consider adopting Ordinance 2017-09-00866 approving the request by Rutledge Haggard on behalf of the Steven W. Hendrick Trust for a zoning change request from AO to R-2 for a parcel of land located on the north and south sides of Blondy Jhune Road and Country Club Road, being part of the Peter Lucas Survey, A-537; J.W. Kerby Survey, A-506; James Grayum Survey, A-506, Tracts 1, 2, & 3. **(Development Services Director Joe Hilbourn)**
  - A. Presentation by Development Services Director Joe Hilbourn
  - B. Conduct public hearing
  - C. Take action regarding proposed zoning change
8. Public hearing to consider adopting Ordinance 2017-09-00867 approving the request by Pennington partners LTD, on behalf of Legacy Alliance Holdings, LLC, for a specific use permit request for a drive-thru restaurant located at the southeast corner of Angel Parkway and Lake Travis Drive. **(Development Services Director Joe Hilbourn)**
  - A. Presentation by Development Services Director Joe Hilbourn
  - B. Conduct public hearing
  - C. Take action regarding the proposed specific use permit request
9. Public hearing to consider the budget for Fiscal Year 2017-2018. **(Finance Director Liz Exum)**
  - A. Conduct public hearing
  - B. No action necessary, discussion item only
10. Second 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

11. Provide update regarding the acquisition of land to expand the Lucas Community Park and consider options related to future expansion. **(Development Services Director Joe Hilbourn)**
12. Discuss and provide information on ranking and scoring of the Statement of Qualifications received from the Request for Qualifications (#008-17) for engineering consulting services. **(Public Works Director/City Engineer Stanton Foerster)**
13. Consider authorizing the City Manager to enter into an agreement for Professional Services with Baxter I.T. beginning October 1, 2017, for all aspects of the maintenance and operations of the computer and information technology network including both hardware and software at 1) an initial monthly rate of \$6,024.00, 2) plus on-call work based on an hourly rate between \$95 and \$135, and 3) an initial monthly rate of \$1333.63 for Cloud Services. All of these rates may be adjusted by the City Manager per the requirements stated in the agreement. **(Public Works Director/City Engineer Stanton Foerster)**
14. Consider cancelling the October 5, 2017 City Council meeting. **(Mayor Pro Tem Kathleen Peele)**
15. Consider approving Resolution R 2017-09-00465 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors. **(Mayor Pro Tem Kathleen Peele)**
16. Consider setting a date for the evaluations of the City Manager and City Secretary. **(Mayor Pro Tem Kathleen Peele)**

## Executive Session

17. Executive Session: An Executive Session is not scheduled for this meeting.
18. 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](http://www.lucastexas.us) on or before 5:00 p.m. on September 1, 2017.*

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*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](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas

## City Council Agenda Request

### September 7, 2017

Item No. 01

Requester: Mayor Pro Tem Kathleen Peele

#### **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 September 7, 2017

Item No. 02

Requester: Mayor Pro Tem Kathleen Peele

## **Agenda Item:**

Items of Community Interest.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas

## Council Agenda Request

### September 7, 2017

Item No. 03-04-05-06

Requester: City Secretary Stacy Henderson

#### **Consent Agenda Item:**

3. Approval of the minutes of the August 3, 2017 City Council meeting.
4. Approval of the minutes of the August 17, 2017 City Council meeting.
5. Consider adopting Ordinance 2017-09-00865 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Parks and Recreation.
6. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for Jail Services for a period of one year ending on September 30, 2018.

#### **Background Information:**

##### **Agenda Item No. 5:**

To be consistent with the rates approved for the Lucas Community Park Pavilion, proposed rates for the Community Center have been amended to reflect the same rates as the Pavilion.

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

##### **Agenda Item No. 6:**

The contract is an amendment to an existing contract for jail services. The daily basic charge of \$69.79 per day per inmate has not changed from the previous year.

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

1. Ordinance 2017-09-00865 – Fee Schedule amendments
2. Interlocal Agreement with Collin County for Jail Services

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

NA



**City of Lucas**  
**Council Agenda Request**  
**September 7, 2017**

Item No. 03-04-05-06

**Recommendation:**

City Staff recommends approval of the Consent Agenda.

**Motion:**

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



**City of Lucas  
City Council Meeting  
August 3, 2017  
7:05 P.M.**

*(or immediately following the Lucas Fire Control, Prevention and EMS District Board Meeting)*

**City Hall - 665 Country Club Road – Lucas Texas**

**Minutes**

<b>Call to Order</b>
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Mayor Olk called the meeting to order at 7:02 p.m.

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
Councilmember Wayne Millsap (*arrived at 7:15pm*)

**Staff Present:**

City Manager Joni Clarke  
City Attorney Joe Gorfida  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Finance Director Liz Exum  
Fire Chief Ted Stephens

**City Councilmember Absent:**

Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

<b>Citizen Input</b>
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**1. Citizen Input.**

There was no citizen input from the audience members.

<b>Community Interest</b>
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**2. Community Interest.**

Mayor Pro Tem Peele reminded everyone that the Founders Day event had been moved to April 14, 2018 and asked that notification be placed in the upcoming newsletter reminding Lucas residents of the date change. Mayor Pro Tem Peele also noted that new events would be added to the stick horse rodeo station including duck pinning and adult horse relay competitions.

Councilmember Fisher noted that she attended a meeting at the NTMWD regarding a change in their methodology used that would be announced in September. Ms. Fisher stated that she would be attending future meetings to obtain more information.



City Manager Joni Clarke stated that a tentative date of Saturday, October 28, 2017 had been set for the grand opening and ribbon cutting of the Winningkoff Trailhead.

Mayor Olk introduced Boy Scouts Jacob and Caleb Betz from Troop 58, that were attending a City Council meeting working towards their Communications Badge.

### **Consent Agenda**

3. **Approval of the minutes of the July 20, 2017 City Council meeting.**
4. **Approval of the City of Lucas Investment Report for quarter ending June 30, 2017.**
5. **Consider authorizing the Mayor to enter into Amendment No. 10 of an Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF) for a period of one year ending September 30, 2018.**
6. **Consider calling two public hearings regarding the City of Lucas Tax Rate for Fiscal Year 2017-2018 with the first public hearing to be held on August 17, 2017 and the second public hearing to be held on September 7, 2017.**
7. **Consider calling one public hearing regarding the City of Lucas Fiscal Year 2017-2018 budget to be held on September 7, 2017.**

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Duke to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.

Mayor Olk moved to Agenda Item No. 10 on the Regular Agenda at this time.

### **Regular Agenda**

10. **Receive presentation from Anastasiya Jenkins, graduate student at Texas A&M - Commerce regarding her social work topic of Safe Driving and Vulnerable Left Turn Lanes on Feeder Roads.**

Ms. Jenkins discussed with the City Council roadways that she considered had vulnerable turn lanes that included streets such as Snider Lane, Shady Lane and Winningkoff and Orr Roads. Ms. Jenkins also discussed House Bill 62 that passed in the Legislature that will ban texting while driving beginning September 1, 2017.

Mayor Olk returned to Agenda Item No. 8 at this time.

### **Public Hearings**

8. **Public hearing to consider adjusting the water and wastewater rates for a five-year period beginning October 1, 2017 through September 30, 2022.**

Mayor Olk opened the public hearing at 7:14 pm and asked if there was anyone in the audience that wanted to speak regarding this request. There being none, the public hearing was closed.

There was no action on this item, it was for discussion purposes only.

**9. Public hearing to consider adopting Ordinance 2017-08-00861 amending the City Code of Ordinances, Section 14.03.292 (3) Use Regulations requiring a specific use permit for the total square footage of any building exceeding 8,000 square feet in the Village Center zoning district.**

Development Services Director Joe Hilbourn gave a presentation stating that current Village Center zoning standards require a specific use permit when the total square footage of the main building and/or any accessory buildings exceeds 50,000 square feet. The proposed amendment requires a specific use permit when the total square footage of any building exceeded 8,000 square feet.

Mayor Olk conducted the public hearing with no audience participation.

Mayor Pro Tem discussed the advantages to having a specific use permit in place that allows for another level of control as to the type of business that was allowed ensuring it was an appropriate use.

Mayor Olk noted that 8,000 square feet may be too limited, and suggested allowing a building approximately 30,000 square feet with a specific use permit.

The City Council discussed various sized buildings and amenities that may be appropriate within the Village Center zoning district.

**MOTION:** A motion was made by Councilmember Duke, seconded by Councilmember Millsap to adopt Ordinance 2017-08-00861 amending the City Code of Ordinances, Section 14.03.292 (3) Use Regulations requiring a specific use permit for the total square footage of any building exceeding 25,001 square feet in the Village Center zoning district. The motion passed unanimously by a 6 to 0 vote.

<p style="text-align: center;"><b>Regular Agenda</b> <b>(Continued)</b></p>
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**11. Consider various alignments for the Parker Road Phase 2 Waterline Project through the Kirkland Estates West neighborhood from the Shepherds Creek/Lewis Lane intersection to the Santa Fe Trail/Parker Road intersection and provide direction to the City Manager on the preferred alignment and acquisition of easements.**

Public Works Director/City Engineer Stanton Foerster gave a presentation discussing the waterlines in the Kirkland Estates West neighborhood that would need to be replaced within the next 10 to 15 years, noting that existing waterlines were thin-walled PVC piping, that were not looped and too small.

Mr. Foerster also discussed the future need to connect waterlines in the Shepherds Creek neighborhood to the existing 12-inch Stinson Road waterline.

The City Council discussed with Mr. Foerster the various alignments that could be considered, and if any property owners had been contacted regarding having water lines placed on their property.

Mr. Foerster stated that he had contacted various property owners and no one was interested in having a waterline installed on their property.

The Council discussed various options in which to route waterlines through existing easements and not on private property.

The City Council agreed to replacing existing waterlines within the City of Lucas easements and TxDOT right-of-way by choosing the Orange Lite option and replacing the Indian Trail waterline and looping it to the Cimarron Trail waterline. The Orange Lite option consists of 1) installing a four- or six-inch waterline from Lewis Lane to the southeast corner of Kirkland Estates West and 2) abandoning the existing waterline in the TxDOT right-of-way. The waterline along Indian Trail will be replaced with a six-inch waterline. The new Indian Trail waterline will be connected to the Cimarron Trail waterline by boring a new connection in existing easements between 6 and 8 Indian Trail and between 8 Cimarron Trail and 9 Chisholm Trail.

- 12. Consider authorizing the City Manager to enter into a contract with GT Construction, Inc. for pavement repair to White Rock Trail utilizing an interlocal with the City of Wylie, Texas in an amount not to exceed \$185,480.00 plus \$38,000 (20%) in contingency and encumber funds included in account 11-8209-301 "Improvements Roads" in the Fiscal Year 16-17 budget.**

Public Works Director/City Engineer Stanton Foerster gave a presentation discussing the current traffic volumes and the concrete that had deteriorated on this roadway, especially after being used as a detour for the Blondy Jhune Bridge Project. Mr. Foerster stated that the neighborhood had also submitted a petition asking that the roadway be repaired.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve authorizing the City Manager to enter into a contract with GT Construction, Inc., for pavement repair to White Rock Trail utilizing an interlocal agreement with the City of Wylie, Texas in an amount not to exceed \$243,455 plus 20% contingency and encumber funds in account 11-8209-301 in the Fiscal Year 16-17 budget. The motion passed unanimously by a 6 to 0 vote.

- 13. Consider the replacement of the generator located at the Fire Station and allocate funds in the fiscal year 2017-2018 budget to the Capital Overlay Equipment line item 11-8300-420.**

Development Services Director Joe Hilbourn discussed with the Council the details of the purchase of the generator, installation and service repairs needed since the installation. Mr. Hilbourn stated that given the number of repairs that had already been completed on the generator, any work being done was not being guaranteed. Mr. Hilbourn recommended replacing the existing generator with a new generator in an amount not to exceed \$80,000.

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Baney, to approve the purchase of a new generator in an amount not to exceed \$80,000 and allocate funds in the Capital Overlay account of the Fiscal Year 2017-2018 budget. The motion passed unanimously by a 6 to 0 vote.

**14. Discuss the Fiscal Year 2017-2018 Proposed Budget.**

Finance Director Liz Exum gave a presentation discussing budget amendments, including one-time expenditures that had been updated, and that the revised budget had been calculated using the existing tax rate of \$0.317948. Ms. Exum noted that this item was for discussion purposes only, and no action was required.

The City Council had no further changes to the budget at this time.

**15. Consider the proposed City of Lucas Property Tax Rate for Fiscal Year 2017-2018.**

Finance Director Liz Exum outlined the following property tax rate options to consider for Fiscal Year 2017-2018:

- Option 1: The maximum roll back tax rate - \$0.351976 (\$0.232724 M&O and \$0.119252 Debt)
- Option 2: The existing tax rate - \$0.317948 (\$0.198696 M&O and \$0.119252 Debt)
- Option 3: The effective tax rate \$0.297432 (\$0.178180 M&O and \$0.119252 Debt)

**MOTION:** A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to approve Option 2 with a tax rate of \$0.317948, the existing tax rate, for Fiscal Year 2017-2018. The motion passed unanimously by a 6 to 0 vote with the following roll call vote that was taken:

- Mayor Olk – Yes
- Mayor Pro Tem Peele – Yes
- Councilmember Millsap – Yes
- Councilmember Baney – Yes
- Councilmember Duke – Yes
- Councilmember Fisher – Yes
- Councilmember Lawrence – Absent from meeting

<b>Executive Session</b>
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**16. Pursuant to Section 551.071(A) and 551.071(B) of the Texas Government Code, the City Council will convene into Executive Session to consult with the City Attorney regarding legal aspects of SB 1004 and the City joining in with other municipalities in filing an Original Petition.**

The City Council convened into Executive Session at 8:14 pm to consult with the City Attorney.

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

The City Council reconvened from Executive Session at 8:24 pm and took the following action:

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Duke to allow the City Attorney/City Manager to engage Bickerstaff, Heath, Delgado, Ascosta

LLP for litigation regarding Senate Bill 1004. The motion passed unanimously by a 6 to 0 vote.

**18. Adjournment.**

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Baney to adjourn the meeting at 8:25 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

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Jim Olk, Mayor

ATTEST:

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Stacy Henderson, City Secretary



**City of Lucas  
City Council Meeting  
August 17, 2017  
7:00 P.M.**

**City Hall - 665 Country Club Road – Lucas Texas  
Minutes**

**Call to Order**

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

**City Councilmembers Present:**

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

**Staff Present:**

City Manager Joni Clarke  
City Attorney Joe Gorfida  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Fire Chief Ted Stephens

**City Councilmember Absent:**

Mayor Pro Tem Kathleen Peele

Mayor Olk determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

**1. Citizen Input.**

There was no citizen input from the audience members.

**Community Interest**

**2. Community Interest.**

Mayor Olk stated that he and City Staff attended a meeting with the North Central Texas Council of Government Transportation Director Michael Morris on August 14 to discuss transportation plans for Collin County. Mayor Olk stated that the North Central Texas Council of Government indicated that there was support for the peninsula freeway alignment that would be located outside the city limits of Lucas and requested that the City identify operational improvements for possible funding particularly related to north/south roadway improvements.

City Attorney Joe Gorfida stated that during the special Legislative session, an annexation bill was passed that reduced the power cities would have related to annexation going into effect December 1, 2017. Mr. Gorfida stated that he would compile an update for Council to discuss at a future meeting.

## 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.

The City Council convened into Executive Session at 7:06 pm to consult with the City Attorney.

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

The City Council reconvened from Executive Session at 7:25 pm and took the following action:

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Millsap to authorize Linebarger, Goggan Blair & Sampson, LLP to proceed with the tax sale for the property located at Country Club and Estelle. The motion passed unanimously by a 6 to 0 vote.

## Consent Agenda

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).

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Duke to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.

## Public Hearing

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

Mayor Olk opened the public hearing at 7:28 pm and asked if anyone in the audience wanted to speak regarding this matter. There being none, the public hearing was closed.

Mayor Olk noted that the City Council had voted to adopt a tax rate of \$0.317948, which was the same tax rate approved during fiscal year 2016-2017.

## 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.

Sophia Foster, a sophomore at Lovejoy High School gave an overview of the Little Free Library Program. Ms. Foster explained that a Little Free Library was a program dedicated to encouraging

reading and sharing books within the community. The most common Little Free Library was in the form of a small wooden box shaped like a mailbox, stocked with books, free to the community and placed in a central location. Ms. Foster asked that the Little Free Library be located near the pavilion at the Lucas Community Park for easy access. There would be no cost to the City as Ms. Foster would build and maintain the Library and supplying books when needed.

The City Council discussed maintenance of the Little Free Library and replenishment of books as needed. The City Council was pleased to support this project.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to approve Resolution R 2017-08-00464 supporting the Little Free Library Program and implementing a Little Free Library at the Lucas Community Park. The motion passed unanimously by a 6 to 0 vote.

**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.**

**MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Duke to adopt Ordinance 2017-08-00864 amending the 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. The motion passed unanimously by a 6 to 0 vote.

**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 explained that the Code of Ordinances currently did not adequately outline permit requirements or establish a time frame in which alcohol permits were valid. Ms. Henderson noted that the proposed ordinance amendments clarified the permitting process and established a two-year time frame in which permits were valid that coincided with the Texas Alcoholic Beverage Commission requirements as well.

**MOTION:** A motion was made by Councilmember Lawrence, seconded by Councilmember Duke to adopt Ordinance 2017-08-00862 amending the City Code of Ordinances, Chapter 4, Article 4.06 Alcohol Sales by setting requirements for alcohol permits. The motion passed unanimously by a 6 to 0 vote.

**10. Discuss the Fiscal Year 2017-2018 Proposed Budget.**

City Manager Joni Clarke stated that one additional adjustment had been made to the budget in the amount of \$80,000 that added the generator expense for the fire station.

Councilmember Fisher explained that the 11.7 percent property tax increase in the budget was related to the new debt service issued in 2017. The maintenance and operating portion of the proposed tax rate had decreased from the previous year, resulting in a lower effective tax rate increase.

This item was for discussion purposes only, no formal action was taken.



**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 gave a summary overview of the changes proposed to the Master Fee Schedule. He discussed amendments that occurred during the recent legislative session that removed fees associated with electrical contractor registration. Mr. Hilbourn also noted that electrical and plumbing permits had been amended.

Councilmember Fisher discussed Parks and Recreation fees and the advantage of requiring deposits that encouraged cleanup and safety for event rentals at City facilities.

City Manager Joni Clarke stated that with each rental application, conditions were placed on the application requiring the applicant to sign and agree to maintaining City property in its current condition.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Baney to adopt 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. The motion passed unanimously by a 6 to 0 vote.

**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 stated that this item was for informational purposes and no formal action was required. Mr. Foerster gave a summary overview of the Snider Lane waterline project. He informed the Council that 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 waterline.

Mr. Foerster noted that in April of 2006, a development agreement between the City of Lucas and Lakeview Development 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. Mr. Foerster further explained that the agreement required that a waterline be placed on the south side of Snider Lane in the prescriptive right-of-way and if any new easements were needed, Lakeview Development would be responsible for the acquisition.

Mr. Foerster explained that in 2016, Lakeview Development started acquiring easements along Snider Lane, and in December 2016, the City discovered easements that were filed by the City in 1969 with Collin County. Mr. Foerster stated that the Lakeview Development was allowed to use the City easements.

Councilmember Fisher asked if the easements were shown on the plat when property owners may have been purchased their property.

Mr. Foerster stated that some plats reflected the easements and some did not. Mr. Foerster stated that the easements were valid and filed with Collin County in 1970. Mr. Foerster advised the Council that as the project moved forward, he wanted to brief the Council of the additional information.

**13. Adjournment.**

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to adjourn the meeting at 7:59 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

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Jim Olk, Mayor

ATTEST:

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Stacy Henderson, City Secretary



**ORDINANCE 2017-09-00865**  
**[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 21.000 TITLED “PARKS AND RECREATION” TO BE EFFECTIVE OCTOBER 1, 2017; 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 21.000    PARKS AND RECREATION**

- |     |  |                                      |
|-----|--|--------------------------------------|
| (d) | Community Center rental fee:<br>(residents only) | \$25.00/4 hours.<br>\$50.00/all day. |
|-----|--|--------------------------------------|

...

**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 7<sup>th</sup> DAY OF SEPTEMBER 2017.**

APPROVED:

---

Kathleen Peele, Mayor Pro Tem

APPROVED AS TO FORM:

ATTEST:

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Joseph J. Gorfida, Jr., City Attorney

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Stacy Henderson, City Secretary

# **Interlocal Jail Services Agreement**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lucas ("City") and Collin County, a political subdivision of the State of Texas ("County").

## **Recitals**

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperation Act., Chapter 791, Texas Government Code, the parties agree as follows:

## **Section 1. Definitions**

### **1.01 Jail Services**

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

## **Section 2. Term**

### **2.01 Term**

The term of this Agreement shall be for a period of one (1) year ending September 30, 2018 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

### **2.02 Termination**

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

## **Section 3. Services**

### **3.01 Services to be Provided**

The County agrees to provide the City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

### **3.02 Persons Accepted**

- (1) The Collin County Sheriff's Office Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the

original warrant, a certified or facsimile copy of a valid arrest warrant, or if a Teletype Confirmation of the warrant is received by the Collin County Sheriff's Office.

- (2) The Collin County Sheriff's Office Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in our custody, if the warrant being executed by that officer is an original, certified, or facsimile copy, or Teletype Confirmation received by the jail staff.
- (3) The Collin County Sheriff's Office Detention Center will accept all on-view arrests of Class C violators.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against them pursuant to Tex. Code Crim. Proc. Art. 45.041. If that defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Collin County Sheriff's Office Detention Facility will accept such defendants on jail commitments if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with Tex. Cod Crim. Proc. Art. 45.046, stating in part:
  - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
  - b. "the defendant is indigent and has failed to make a good faith effort to discharge the fines and costs under Article 45.049; and could have discharged the fines and costs under Article 45.049 without experiencing any undue hardship."

#### **Section 4. Non-Exclusivity of Service Provision**

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail.

##### **5.02 Additional Charges**

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

##### **5.03 Billing**

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

#### **5.04 Cost of Additional Charges**

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

#### **5.05 Source of Payment**

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

### **Section 6. Lawful Arrest and Detention**

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

### **Section 7. Procedures**

#### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

#### **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

### **Section 8. Civil Liability**

### **Section 8. Civil Liability**

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The City shall defend the County with respect to all claims arising out of the County's performance under this agreement. To the extent allowed by law, the City will also hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE

AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

### **Section 9. Amendment**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

### **Section 10. Controlling Law**

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

### **Section 11. Notices**

#### **11.01 Form of Notice**

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

#### **11.02 Addresses**

All communications provided for in this Agreement shall be addressed as follows:

(a) if the County, to:

Keith Self, County Judge  
Collin County Administration Bldg  
2300 Bloomdale Road  
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, Texas 75071

(b) if the City, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self  
Collin County Judge  
Collin County Administration Bldg.  
2300 Bloomdale Road  
McKinney, Texas 75071

## **Section 12. Resolution of Disputes**

Should a dispute arise out of this agreement, County and City shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by County and City within fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and City shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and City shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process shall not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

## **Section 13. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

## **Section 14. Counterparts**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

## **Section 15. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

## **Section 16. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

## **Section 17. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"  
Collin County, Texas

By: \_\_\_\_\_  
Keith Self, County Judge

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

"City"  
City of \_\_\_\_\_, Texas

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

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



# City of Lucas City Council Agenda Request September 7, 2017

Item No. 07

Requester: Development Services Director Joe Hilbourn

## **Agenda Item:**

Public hearing to consider adopting Ordinance 2017-09-00866 approving the request by Rutledge Haggard on behalf of the Steven W. Hendrick Trust for a zoning change request from AO to R-2 for a parcel of land located on the north and south sides of Blondy Jhune Road and Country Club Road, being part of the Peter Lucas Survey, A-537; J.W. Kerby Survey, A-506; James Grayum Survey, A-506, Tracts 1, 2, & 3.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action regarding proposed zoning change

## **Background Information:**

This parcel of land is 73.35 +/- acres and the request complies with the City's approved Comprehensive Plan for R-2 zoning.

## **Attachments/Supporting Documentation:**

- 1. Legal Description
- 2. Survey
- 3. Location Map
- 4. Ordinance 2017-09-00866

## **Budget/Financial Impact:**

NA

## **Recommendation:**

The Planning and Zoning Commission voted unanimously to approve the zoning change request.

## **Motion:**

I make a motion to approve/deny adopting Ordinance 2017-09-00866 approving the request by Rutledge Haggard on behalf of the Steven W. Hendrick Trust for a zoning change request from AO to R-2 for a parcel of land located on the north and south sides of Blondy Jhune Road and Country Club Road.

## LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Peter Lucas Survey, Abstract No. 537, part of the J. W. Kerby Survey, Abstract No. 506 and the James Grayum Survey, Abstract No. 354, being all of a Tract One: 18.381 acre tract (westerly) as in an Executor's Deed filed under County Clerk No. 20150226000210130 and 20161216001707590, all of a Tract Two: 18.381 acre tract (easterly) as filed under County Clerk No. 20150226000210120 and 20161216001707600, all of a Tract Three: 34.921 acre tract as filed under County Clerk No. 20150226000210110 and 20161216001707610 of the Real Property Records, Collin County, Texas with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod set for corner in the east right-of-way line of F.M. Road 1378 (Country Club), said corner marking the northwest corner of said 18.381 acre tract (westerly), the most westerly southwest corner of Lot 24, Block A of the revised plat of White Rock Creek Estates as recorded in Volume F, Page 510 of the Collin County Map Records, and being on the south bank of Reid Branch;

THENCE with the south bank of Reid Branch, the north line of said 18.381 acre tract (westerly), and the south line of said Revised White Rock Creek Estates as follows: North 70°23'44" East, 64.48 feet to a point for corner; North 53°35'59" East, 89.39 feet to a point for corner; North 14°00'09" East, 23.19 feet to a point for corner; North 25°19'28" East, 81.61 feet to a point for corner; North 42°38'56" East, 24.44 feet to a point for corner; North 77°10'07" East, 236.79 feet to a point for corner; North 39°39'47" East, 36.83 feet to a point for corner; North 09°10'02" East, 158.98 feet to a point for corner; North 31°48'26" West, 69.35 feet to a point for corner; North 04°06'39" West, 40.98 feet to a point for corner; North 29°58'15" East, 20.66 feet to a point for corner; South 87°29'30" East, 27.20 feet to a point for corner; South 73°17'50" East, 82.66 feet to a point for corner; South 80°42'37" East, 143.95 feet to a point for corner; North 71°28'04" East, 84.74 feet to a point for corner and North 00°43'59" West, 6.93 feet to a point in the middle of Reid Branch;

THENCE with the middle of Reid Branch and continuing with the north line of said 18.381 acre tract (westerly), and the south line of said Revised White Rock Creek Estates as follows: North 75°06'33" East, 58.38 feet to a point for corner; South 83°30'17" East, passing at 149.52 feet a common corner between said 18.381 acre tract, and continuing with the north line of said (easterly) 18.381 acre tract a total distance of 325.72 feet to a point for corner; North 63°20'27" East, 151.60 feet to a point for corner; South 76°01'57" East, 137.97 feet to a point for corner; South 89°22'25" East, 77.20 feet to a point for corner; South 62°28'14" East, passing at 77.20 feet the southeast corner of said Revised White Rock Creek Estates and the southwest corner of Forest Creek Estates as recorded in Volume M, Page 44 of the Collin County Map Records, and continuing with the south line of said Forest Creek Estates, and the north line of said (easterly) 18.381 acre tract, a total distance of 163.76 feet to a point for corner; North 80°30'13" East, 111.75 feet to a point for corner; South 45°35'41" East, 66.36 feet to a point marking the northeast corner of said (easterly) 18.381 acre tract) and the northwest corner of a 4.785 acre tract as recorded under County Clerk No. 201309270013552230 of the Real Property Records, Collin County, Texas;

THENCE departing said creek, South 00°21'44" East with the east line of said (easterly) 18.381 acre tract, and the west line of said 4.785 acre tract, passing at 51.38 feet a 1/2" reference iron found on line at the top of the south bank, and continuing for a total distance of 943.88 feet to a point for corner in the middle of BlondyJhune marking the southeast corner of said (easterly) 18.381 acre tract, the southwest corner of said 4.785 acre tract, being in the north line of the aforementioned Tract Three: 34.921 acre tract, from which a 1/2" iron rod found for reference in the fence line on the south side of said road bears South 00°21'44" East, 14.96 feet;

THENCE with the middle of Blondy Jhune Road, the north line of said Tract Three: 34.921 acre tract, and the south line of said 4.785 acre tract, North 89°42'16" East, leaving said roadway at 297 feet and continuing for a total distance of 435.64 feet to a Roome capped iron rod set marking the most northerly northeast corner of said 34.921 acre tract, and the northwest corner of a 0.35 acre tract as recorded under County Clerk No.20131002001380180 of the Real Property Records, Collin County, Texas;

THENCE with an east line of said 34.921 acre tract and the west line of said 0.35 acre tract, South 01°16'44" East, 70.50 feet to a Roome capped iron rod set marking an ell corner of said 34.921 acre tract and the southwest corner of said 0.35 acre tract;

THENCE with a north line of said 34.921 acre tract, and the south line of said 0.35 acre tract, South 89°48'44" East, 207.17 feet to a point marking the southeast corner of said 0.35 acre tract and being in the middle of an unnamed creek;

THENCE with the upstream meanders of said unnamed creek, the southerly line of said 34.921 acre tract, the northerly line of Tara Phase Two as recorded in Volume N, Page 946, the northerly line of the Replat of Lots 27 and 28, Block 1 of Willow Creek Addition as recorded in Volume 1, Page 319, and the northerly line of an unrecorded Willow Creek Acres as recorded in Volume 333A, Page 3981 of the Collin County Map Records as follows: South 29°43'42" West, 62.16 feet to a point for corner; South 59°29'56" West, 79.87 feet to a point for corner; South 76°12'52" West, 106.89 feet to a point for corner; South 19°28'19" West, 90.78 feet to a point for corner; South 13°22'02" East, 196.83 feet to a point for corner; South 20°40'03" West, 152.80 feet to a point for corner; South 60°55'10" West, 123.81 feet to a point for corner; South 89°16'41" West, 40.57 feet to a point for corner; North 06°59'37" East, 122.48 feet to a point for corner; North 38°53'24" West, 69.31 feet to a point for corner; North 89°39'50" West, 77.41 feet to a point for corner; South 72°53'26" West, 65.39 feet to a point for corner; South 33°04'32" West, 54.69 feet to a point for corner; South 48°26'32" West, 114.31 feet to a point for corner; South 12°36'07" West, 52.36 feet to a point for corner; South 22°58'11" West, 102.29 feet to a point for corner; South 39°49'00" West, 98.35 feet to a point for corner; South 60°46'48" West, 56.44 feet to a point for corner; South 11°32'25" West, 68.03 feet to a point for corner; South 07°07'12" East, 85.19 feet to a point for corner; South 41°13'50"

West, 135.00 feet to a point for corner; South 57°23'24" West, 69.71 feet to a point for corner; South 07°56'42" West, 98.64 feet to a point for corner; South 08°21'52" West, 113.48 feet to a point for corner; South 55°10'13" West, 39.88 feet to a point for corner; South 42°37'02" West, 64.35 feet to a point for corner; North 85°44'45" West, 122.22 feet to a point for corner; South 78°23'27" West, 76.25 feet to a point for corner; South 39°48'50" West, 88.08 feet to a point for corner; South 45°09'00" West, 40.26 feet to a point for corner; North 55°20'38" West, 8.33 feet to a point for corner; North 66°33'54" West, 93.86 feet to a point for corner; South 55°45'11" West, 93.84 feet to a point for corner; South 53°27'57" West, 42.06 feet to a point for corner in the curving east right-of-way line of the aforementioned F.M. Road 1378 (Country Club) and marking the southwest corner of said 34.921 acre tract;

THENCE with the east right-of-way line of F.M. Road 1378 (Country Club), and the west line of said 34.921 acre tract as follows: northwesterly along said curve to the right having a central angle of 02°32'58", with a radius of 1864.86 feet, for an arc distance of 82.98 feet (chord = North 02°04'13" West, 82.98 feet) to a point marking the end of said curve; North 00°47'44" West, 850.21 feet to a concrete right-of-way monument found marking the beginning of a curve to the left; northwesterly along said curve to the left having a central angle of 27°45'47", with a radius of 522.54 feet, for an arc distance of 253.20 feet (chord = North 14°40'38" West, 250.73 feet) to a Roome capped iron rod set marking the most southerly corner of a 0.596 acre tract as recorded in Volume 5008, Page 215 and County Clerk No. 2001-0119023, of the Real Property Records, Collin County, Texas, said corner being on the west side of Blondy Jhune Road;

THENCE with the east line of said 0.596 acre tract, the west line of said 34.921 acre tract, and the west side of Blondy Jhune Road, North 00°22'44" West, 248.11 feet to a Roome capped iron rod set marking the northeast corner of said 0.596 acre tract, and an ell corner of said 34.921 acre tract;

THENCE with the north line of said 0.596 acre tract, and a south line of said 34.921 acre tract, South  $89^{\circ}24'47''$  West, passing at 244.75 feet a wooden right-of-way marker, and continuing for a total distance of 246.19 feet to a Roome capped iron rod set in the east right-of-way line of F.M. 1378 (Country Club) marking the northwest corner of said 0.596 acre tract, and a southwest corner of said 34.921 acre tract;

THENCE with the east right-of-way line of F.M. 1378 (Country Club) and the west line of said 34.921 acre tract as follows: North  $52^{\circ}55'44''$  West, 398.20 feet to a Roome capped iron rod set marking the beginning of a curve to the right; northwesterly along said curve having a central angle of  $35^{\circ}38'00''$ , with a radius of 432.46 feet, for an arc distance of 268.96 feet (chord = North  $35^{\circ}06'44''$  West, 264.64 feet) to a Roome capped iron rod set marking the end of said curve; North  $17^{\circ}17'44''$  West, 154.12 feet to a Roome capped iron rod set marking the beginning of a curve to the left, from which a wooden right-of-way monument bears North  $27^{\circ}53'41''$  West, 2.48 feet; northwesterly along said curve to the left having a central angle of  $04^{\circ}22'15''$ , with a radius of 999.93 feet, for an arc distance of 76.28 feet (chord = North  $19^{\circ}28'53''$  West, 76.26 feet to the place of beginning and containing 73.353 acres of land.

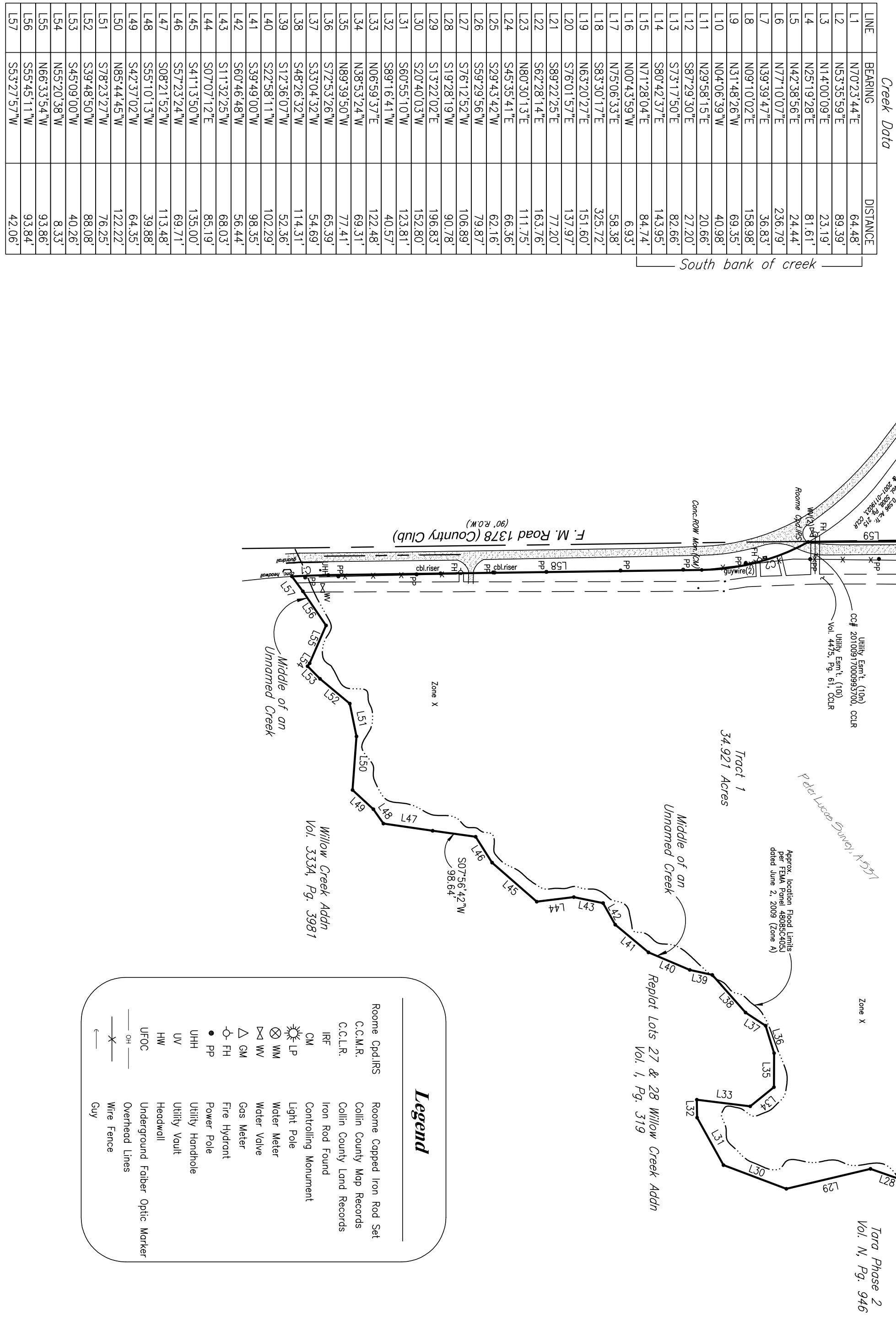
F.M. 1378 (County Club) Right-of-Way Data

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°32'58"	184.48	82.98	N02°04'13"W	82.98
C2	2°32'58"	322.54	253.60	N14°40'09"E	250.73
C3	2°32'58"	322.54	253.60	N14°40'09"E	250.73
C4	42°21'15"	999.93	76.28	N12°28'53"W	76.28

L58	N00°47'44"W	850.21'
L59	N00°22'44"W	248.11'
L60	S89°24'47"W	246.19'
L61	N52°55'44"W	398.20'
L62	N17°17'44"W	154.12'

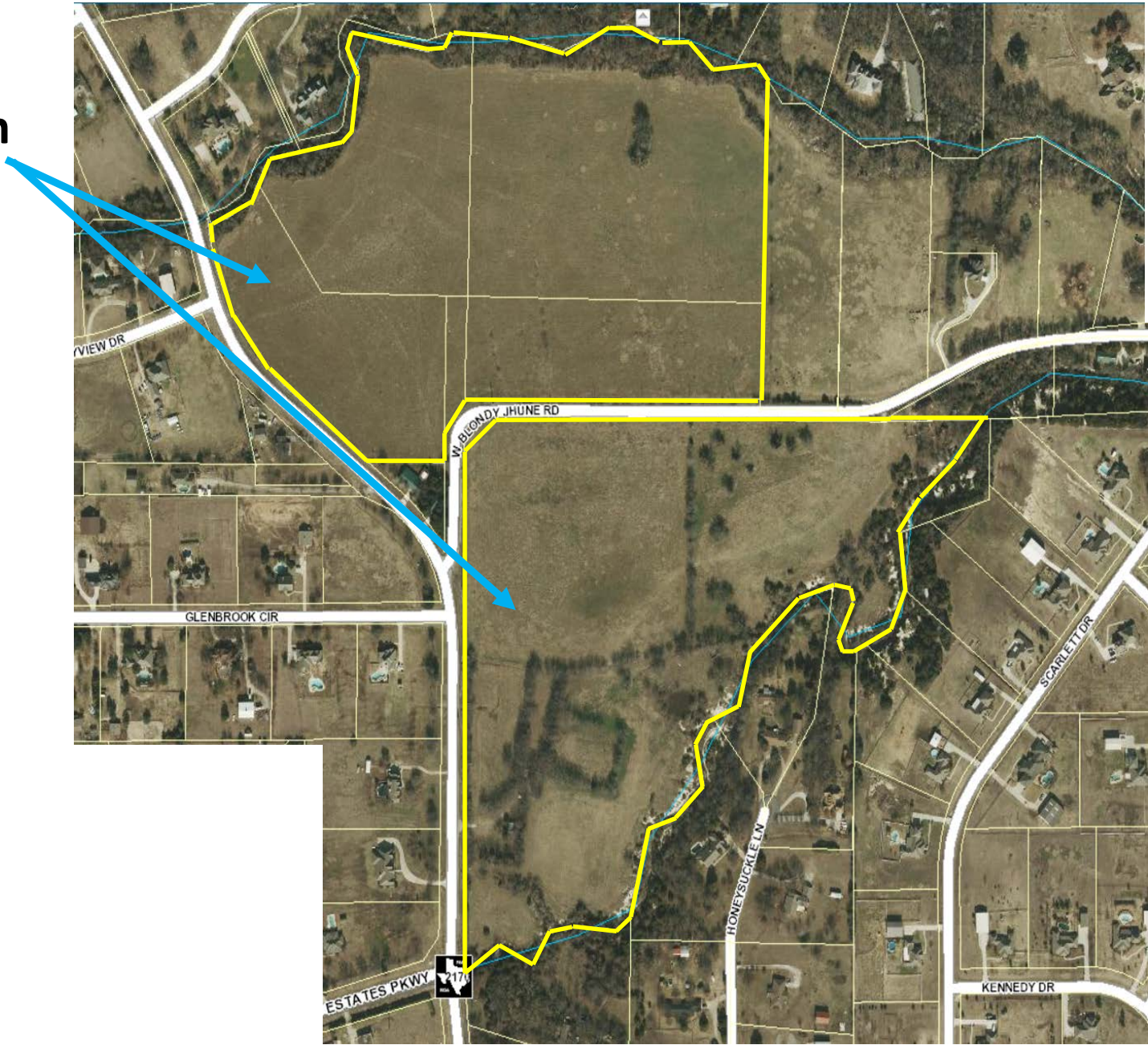
Revised Plot  
White Rock Creek Estates  
Vol. I, Pg. 510, CCMR

Forest Creek Estates  
Vol. M, Pg. 44, CCMR





Hendrick Farm Location







## **ORDINANCE 2017-09-00866**

**[CHANGE IN ZONING ON ±73.35-ACRE TRACT OF LAND LOCATED  
ON NORTH AND SOUTH SIDES OF BLONDY JHUNE ROAD AND  
COUNTRY CLUB ROAD]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM AGRICULTURAL DISTRICT TO SINGLE FAMILY RESIDENTIAL, 2-ACRE LOTS (“R2”), ON AN APPROXIMATE 73.35-ACRE TRACT OF LAND, LOCATED ON THE NORTH AND SOUTH SIDES OF BLONDY JHUNE ROAD AND COUNTRY CLUB ROAD, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED ON EXHIBIT “A” AND EXHIBIT “B” ATTACHED HERETO; PROVIDING A CONFLICTS CLAUSE; 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 AN EFFECTIVE DATE.**

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

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

**Section 1.** The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended to grant a change in zoning from Agricultural District to Single Family Residential, 2-Acre Lots (“R2”), on an approximate 73.35-acre tract of land, located on the north and south sides of Blondy Jhune Road and Country Club Road, and being more particularly described and depicted on Exhibit “A” and Exhibit “B”, attached hereto and made part hereof for all purposes.

**Section 2.** To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**Section 3.** That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

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

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

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

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

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>th</sup> DAY OF SEPTEMBER, 2017.**

APPROVED:

\_\_\_\_\_  
Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr.  
(08-30-2017/89668)

\_\_\_\_\_  
Stacy Henderson, City Secretary

**EXHIBIT "A"**  
**(North & South Sides of Blondy Jhune Road and Country Club Road - ±73.35 Acres)**  
**Legal Description**

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Peter Lucas Survey, Abstract No. 537, part of the J. W. Kerby Survey, Abstract No. 506 and the James Grayum Survey, Abstract No. 354, being all of a Tract One: 18.381 acre tract (westerly) as in an Executor's Deed filed under County Clerk No. 20150226000210130 and 20161216001707590, all of a Tract Two: 18.381 acre tract (easterly) as filed under County Clerk No. 20150226000210120 and 20161216001707600, all of a Tract Three: 34.921 acre tract as filed under County Clerk No. 20150226000210110 and 20161216001707610 of the Real Property Records, Collin County, Texas with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod set for corner in the east right-of-way line of F.M. Road 1378 (Country Club), said corner marking the northwest corner of said 18.381 acre tract (westerly), the most westerly southwest corner of Lot 24, Block A of the revised plat of White Rock Creek Estates as recorded in Volume F, Page 510 of the Collin County Map Records, and being on the south bank of Reid Branch;

THENCE with the south bank of Reid Branch, the north line of said 18.381 acre tract (westerly), and the south line of said Revised White Rock Creek Estates as follows: North 70°23'44" East, 64.48 feet to a point for corner; North 53°35'59" East, 89.39 feet to a point for corner; North 14°00'09" East, 23.19 feet to a point for corner; North 25°19'28" East, 81.61 feet to a point for corner; North 42°38'56" East, 24.44 feet to a point for corner; North 77°10'07" East, 236.79 feet to a point for corner; North 39°39'47" East, 36.83 feet to a point for corner; North 09°10'02" East, 158.98 feet to a point for corner; North 31°48'26" West, 69.35 feet to a point for corner; North 04°06'39" West, 40.98 feet to a point for corner; North 29°58'15" East, 20.66 feet to a point for corner; South 87°29'30" East, 27.20 feet to a point for corner; South 73°17'50" East, 82.66 feet to a point for corner; South 80°42'37" East, 143.95 feet to a point for corner; North 71°28'04" East, 84.74 feet to a point for corner and North 00°43'59" West, 6.93 feet to a point in the middle of Reid Branch;

THENCE with the middle of Reid Branch and continuing with the north line of said 18.381 acre tract (westerly), and the south line of said Revised White Rock Creek Estates as follows: North 75°06'33" East, 58.38 feet to a point for corner; South 83°30'17" East, passing at 149.52 feet a common corner between said 18.381 acre tract, and continuing with the north line of said (easterly) 18.381 acre tract a total distance of 325.72 feet to a point for corner; North 63°20'27" East, 151.60 feet to a point for corner; South 76°01'57" East, 137.97 feet to a point for corner; South 89°22'25" East, 77.20 feet to a point for corner; South 62°28'14" East, passing at 77.20 feet the southeast corner of said Revised White Rock Creek Estates and the southwest corner of Forest Creek Estates as recorded in Volume M, Page 44 of the Collin County Map Records, and continuing with the south line of said Forest Creek Estates, and the north line of said (easterly) 18.381 acre tract, a total distance of 163.76 feet to a point for corner; North 80°30'13" East, 111.75 feet to a point for corner; South 45°35'41" East, 66.36 feet to a point marking the northeast corner of said (easterly) 18.381 acre tract) and the northwest corner of a 4.785 acre tract as recorded under County Clerk No. 201309270013552230 of the Real Property Records, Collin County, Texas;

THENCE departing said creek, South 00°21'44" East with the east line of said (easterly) 18.381 acre tract, and the west line of said 4.785 acre tract, passing at 51.38 feet a 1/2" reference iron found on line at the top of the south bank, and continuing for a total distance of 943.88 feet to a point for corner in the middle of Blondy Jhune marking the southeast corner of said (easterly) 18.381 acre tract, the southwest corner of said 4.785 acre tract, being in the north line of the aforementioned Tract Three: 34.921 acre tract, from which al/2"

**EXHIBIT "A"**  
**(North & South Sides of Blondy Jhune Road and Country Club Road - ±73.35 Acres)**  
**Legal Description**

iron rod found for reference in the fence line on the south side of said road bears South 00°21'44" East, 14.96 feet;

THENCE with the middle of Blondy Jhune Road, the north line of said Tract Three: 34.921 acre tract, and the south line of said 4.785 acre tract, North 89°42'16" East, leaving said roadway at 297 feet and continuing for a total distance of 435.64 feet to a Roome capped iron rod set marking the most northerly northeast corner of said 34.921 acre tract, and the northwest corner of a 0.35 acre tract as recorded under County Clerk No.20131002001380180 of the Real Property Records, Collin County, Texas;

THENCE with an east line of said 34.921 acre tract and the west line of said 0.35 acre tract, South 01°16'44" East, 70.50 feet to a Roome capped iron rod set marking an ell corner of said 34.921 acre tract and the southwest corner of said 0.35 acre tract;

THENCE with a north line of said 34.921 acre tract, and the south line of said 0.35 acre tract, South 89°48'44" East, 207.17 feet to a point marking the southeast corner of said 0.35 acre tract and being in the middle of an unnamed creek;

THENCE with the upstream meanders of said unnamed creek, the southerly line of said 34.921 acre tract, the northerly line of Tara Phase Two as recorded in Volume N, Page 946, the northerly line of the Replat of Lots 27 and 28, Block 1 of Willow Creek Addition as recorded in Volume 1, Page 319, and the northerly line of an unrecorded Willow Creek Acres as recorded in Volume 333A, Page 3981 of the Collin County Map Records as follows: South 29°43'42" West, 62.16 feet to a point for corner; South 59°29'56" West, 79.87 feet to a point for corner; South 76°12'52" West, 106.89 feet to a point for corner; South 19°28'19" West, 90.78 feet to a point for corner; South 13°22'02" East, 196.83 feet to a point for corner; South 20°40'03" West, 152.80 feet to a point for corner; South 60°55'10" West, 123.81 feet to a point for corner; South 89°16'41" West, 40.57 feet to a point for corner; North 06°59'37" East, 122.48 feet to a point for corner; North 38°53'24" West, 69.31 feet to a point for corner; North 89°39'50" West, 77.41 feet to a point for corner; South 72°53'26" West, 65.39 feet to a point for corner; South 33°04'32" West, 54.69 feet to a point for corner; South 48°26'32" West, 114.31 feet to a point for corner; South 12°36'07" West, 52.36 feet to a point for corner; South 22°58'11" West, 102.29 feet to a point for corner; South 39°49'00" West, 98.35 feet to a point for corner; South 60°46'48" West, 56.44 feet to a point for corner; South 11°32'25" West, 68.03 feet to a point for corner; South 07°07'12" East, 85.19 feet to a point for corner; South 41°13'50"

West, 135.00 feet to a point for corner; South 57°23'24" West, 69.71 feet to a point for corner; South 07°56'42" West, 98.64 feet to a point for corner; South 08°21'52" West, 113.48 feet to a point for corner; South 55°10'13" West, 39.88 feet to a point for corner; South 42°37'02" West, 64.35 feet to a point for corner; North 85°44'45" West, 122.22 feet to a point for corner; South 78°23'27" West, 76.25 feet to a point for corner; South 39°48'50" West, 88.08 feet to a point for corner; South 45°09'00" West, 40.26 feet to a point for corner; North 55°20'38" West, 8.33 feet to a point for corner; North 66°33'54" West, 93.86 feet to a point for corner; South 55°45'11" West, 93.84 feet to a point for corner; South 53°27'57" West, 42.06 feet to a point for corner in the curving east right-of-way line of the aforementioned F.M. Road 1378 (Country Club) and marking the southwest corner of said 34.921 acre tract;

THENCE with the east right-of-way line of F.M. Road 1378 (Country Club), and the west line of said 34.921 acre tract as follows: northwesterly along said curve to the right having a central angle of 02°32'58", with a radius of 1864.86 feet, for an arc distance of 82.98 feet (chord = North 02°04'13" West,

#### **EXHIBIT "A"**

#### **(North & South Sides of Blondy Jhune Road and Country Club Road - ±73.35 Acres) Legal Description**

Exhibit "A"

City of Lucas

Ordinance 2017-09-00866 (North & South Sides of Blondy Jhune Road & Country Club Road, ±73.35 Acres)

Approved: September 7, 2017

82.98 feet) to a point marking the end of said curve; North  $00^{\circ}47'44''$  West, 850.21 feet to a concrete right-of-way monument found marking the beginning of a curve to the left; northwesterly along said curve to the left having a central angle of  $27^{\circ}45'47''$ , with a radius of 522.54 feet, for an arc distance of 253.20 feet (chord = North  $14^{\circ}40'38''$  West, 250.73 feet) to a Roome capped iron rod set marking the most southerly corner of a 0.596 acre tract as recorded in Volume 5008, Page 215 and County Clerk No. 2001-0119023, of the Real Property Records, Collin County, Texas, said corner being on the west side of Blondy Jhune Road;

THENCE with the east line of said 0.596 acre tract, the west line of said 34/921 acre tract, and the west side of Blondy Jhune Road, North  $00^{\circ}22'44''$  West, 248.11 feet to a Roome capped iron rod set marking the northeast corner of said 0.596 acre tract, and an ell corner of said 34.921 acre tract;

THENCE with the north line of said 0.596 acre tract, and a south line of said 34.921 acre tract, South  $89^{\circ}24'47''$  West, passing at 244.75 feet a wooden right-of-way marker, and continuing for a total distance of 246.19 feet to a Roome capped iron rod set in the east right-of-way line of F.M. 1378 (Country Club) marking the northwest corner of said 0.596 acre tract, and a southwest corner of said 34.921 acre tract;

THENCE with the east right-of-way line of F.M. 1378 (Country Club) and the west line of said 34.921 acre tract as follows: North  $52^{\circ}55'44''$  West, 398.20 feet to a Roome capped iron rod set marking the beginning of a curve to the right; northwesterly along said curve having a central angle of  $35^{\circ}38'00''$ , with a radius of 432.46 feet, for an arc distance of 268.96 feet (chord = North  $35^{\circ}06'44''$  West, 264.64 feet) to a Roome capped iron rod set marking the end of said curve; North  $17^{\circ}17'44''$  West, 154.12 feet to a Roome capped iron rod set marking the beginning of a curve to the left, from which a wooden right-of-way monument bears North  $27^{\circ}53'41''$  West, 2.48 feet; northwesterly along said curve to the left having a central angle of  $04^{\circ}22'15''$ , with a radius of 999.93 feet, for an arc distance of 76.28 feet (chord = North  $19^{\circ}28'53''$  West, 76.26 feet to the place of beginning and containing 73.353 acres of land.

Approved: September 7, 2017



# City of Lucas

## City Council Agenda Request

### September 07, 2017

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item:**

Public hearing to consider adopting Ordinance 2017-09-00867 approving the request by Pennington partners LTD, on behalf of Legacy Alliance Holdings, LLC, for a specific use permit request for a drive-thru restaurant located at the southeast corner of Angel Parkway and Lake Travis Drive.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action regarding the proposed specific use permit request

#### **Background Information:**

The applicant is proposing a shell building with a drive-thru for the property located at the southeast corner of Angel Parkway and Lake Travis Drive. There is no tenant proposed currently. The property is 1.26 acres currently zoned Commercial Business. There is 67.8 percent impervious cover proposed, and 70 percent is permitted. Thirty seven (37) parking spaces are being provided, and 35 parking spaces are required. Nine parking spaces are being provided for stacking as part of the drive thru, and five are required. The proposed building is 5,800 square feet, and less than 35 feet tall. Dark sky compliant lighting is provided and there is no flood plain located on this site.

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

- 1. Site plan, elevations, concept plan, Sign frame example and floor plan
- 2. Ordinance 2017-09-00867

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

NA

#### **Recommendation:**

**Staff recommends approval with the following conditions.**

- 1. A monument sign in the shape of an L, similar to the surrounding commercial properties on Angel Parkway
- 2. All exterior colors be neutral earth tones.
- 3. Add one additional bump out in the middle of the building to break up the four large glass areas.
- 4. Make all bump outs a minimum of five feet deep and add planter areas between the walkway and the building.
- 5. A wainscot of Austin stone 42" tall across the front and both side elevations.



# City of Lucas

## City Council Agenda Request

### September 07, 2017

6. Add trees to the detention pond to create a visual buffer from the residential area until the commercial area builds out.

**The Planning and Zoning Commission approved the specific use permit request unanimously by a 5 to 0 vote with the following recommendations:**

1. As recommended by staff
2. As recommended by staff
3. Eliminate the third bump-out and include three columns
4. Bump-outs to be a minimum of 4 feet with 18-24-inch planting areas between the walkway and the building
5. Use Austin Stone on columns in front of the building in lieu of the wainscot across the front and on both side elevations of the building the concept plan
6. The only use permitted with the drive through is a restaurant

**Additional conditions approved by the Planning and Zoning Commission include:**

1. A monument sign in the shape of an L, similar to the surrounding commercial properties on Angel Parkway
2. Add trees to the detention pond to create a visual buffer from the residential area until the commercial area builds out.
3. Five trees from the large tree list, and five trees from the small tree list, staggered in two rows to help create a visual buffer.

The only items not incorporated into the new concept plan are #5 and #6

#### **Motion:**

I make a motion to adopting Ordinance 2017-09-00867 approving the request by Pennington partners LTD, on behalf of Legacy Alliance Holdings, LLC, for a specific use permit request for a drive-thru restaurant located at the southeast corner of Angel Parkway and Lake Travis Drive with the following conditions \_\_\_\_\_.



PLOTTED BY: BOBBY KUBIN, 5:31 PM  
 PLOT DATE: 7/26/2017  
 LOCATION: Z:\PROJECTS\PROJECTS\2017-114 LEGACY CAPITAL LUCAS\CADD\SHEETS\SP-1 SITE PLANDWG  
 LAST SAVED: 7/26/2017 4:52 PM

NORTH BETHANY  
 LAKES ESTATES  
 BLOCK H, LOT 15  
 RICHARD J. AND  
 REBECCA CROOKSTON  
 ZONED: R-5  
 ALLEN CITY LIMITS

NORTH BETHANY  
 LAKES ESTATES  
 BLOCK G, LOT 1  
 DAVID AND  
 VICKIE LYNN COE  
 ZONED: R-5  
 ALLEN CITY LIMITS

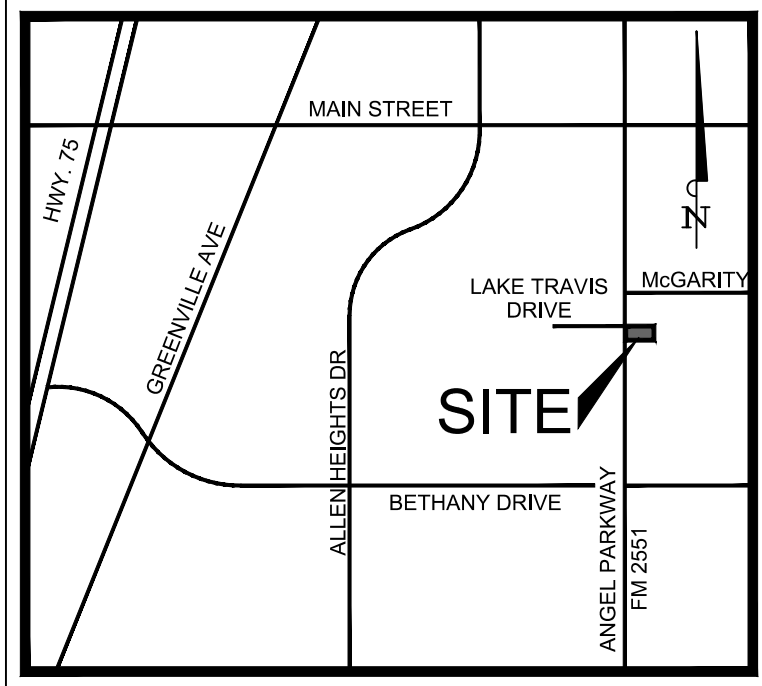
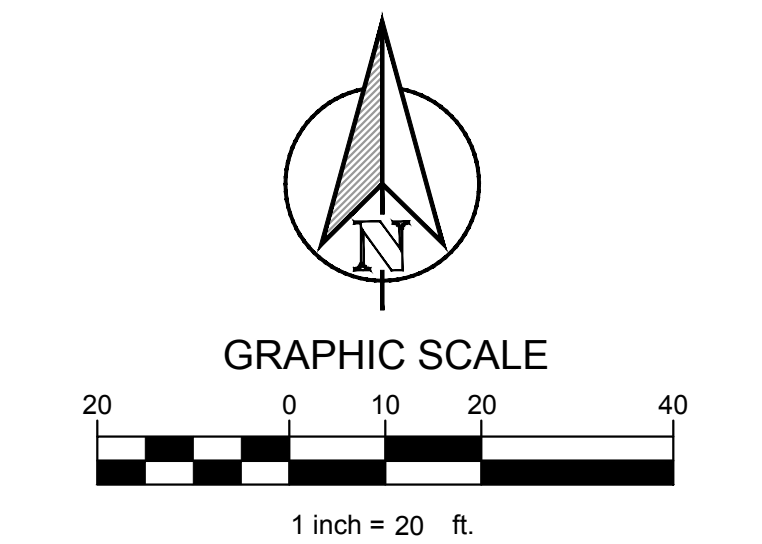
NORTH BETHANY  
 LAKES ESTATES  
 BLOCK G, LOT 24  
 AMH 2014-3  
 BORROWER, L.L.C.  
 ZONED: R-5  
 ALLEN CITY LIMITS

WATER METER SCHEDULE				
ID	TYP.	SIZE	NO.	SAN. SEWER
1	DOM.	2"	1	6"
2	IRR.	1"	1	N/A

- GENERAL NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  - ALL PARKING ISLAND RADII SHALL BE 3' UNLESS NOTED OTHERWISE.
  - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

PROPERTY TABLE	
GROSS LOT AREA	1.32 ACRES (57,660 SF)
ROW DEDICATION	0.06 ACRES (2,790 SF)
NET LOT AREA	1.26 ACRES (54,870 SF)
ZONING	C - COMMERCIAL
BUILDING HEIGHT	35' - MAX
BUILDING AREA	5,800 SF
LOT COVERAGE	10.6%
PERVIOUS AREA	0.41 ACRES (17,648 SF)
IMPERVIOUS AREA	0.85 ACRES (37,222 SF)
PERCENT IMPERVIOUS	67.8%

PARKING INFORMATION	
REQUIRED PARKING	
RESTAURANT (1 SPACE PER 100 SF) 2,000 SF PROVIDED	20 SPACES
RETAIL (1 SPACE PER 250 SF) 5,800 SF PROVIDED	23 SPACES
	TOTAL: 43 SPACES
HANDICAP PARKING REQUIRED	2 SPACES
STANDARD PARKING PROVIDED	35 SPACES
DRIVE-THRU STACKING PROVIDED	9 SPACES
HANDICAP PARKING PROVIDED	2 SPACES
TOTAL PARKING PROVIDED	46 SPACES



VICINITY MAP  
N.T.S.

LEGEND	
	DUMPSTER AREA CONCRETE PAVEMENT PER DETAIL SHEET C-8
	HEAVY DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-8
	LIGHT DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-8
	CONCRETE SIDEWALK PER DETAIL SHEET C-8
	PROPOSED CONCRETE CURB AND GUTTER
	PROPOSED FIRE LANE STRIPING PER CITY STANDARDS (SEE NOTE BELOW)
	CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT.
	PARKING COUNT

CONSTRUCTION SCHEDULE	
1	HANDICAP RAMP PER DETAIL SHEET C-8
2	HANDICAP SYMBOL PER DETAIL SHEET C-8
3	PAVEMENT STRIPING PER DETAIL SHEET C-8
4	HANDICAP SIGN PER DETAIL SHEET C-8
5	CONCRETE WHEEL STOP PER DETAIL SHEET C-8
6	CONCRETE SIDEWALK PER DETAIL SHEET C-8
7	4" WHITE TRAFFIC STRIPING PER MUTCD STANDARDS
8	PROPOSED TRASH ENCLOSURE. REFER TO ARCH PLANS FOR DETAILS.
9	PROPOSED DIRECTIONAL TRAFFIC STRIPING PER OWNER'S SPECIFICATIONS.
10	PROPOSED 6" WHITE TRAFFIC BUTTONS 6" ON CENTER
11	PUBLIC CONCRETE SIDEWALK PER CITY STANDARDS
12	CURB CUT FLUME PER DETAIL SHEET C-8

## SITE PLAN

### LUCAS PLAZA

LEGAL DESCRIPTION:  
 A PORTION OF A LARGER TRACT DEEDED TO  
 PENNINGTON PARTNERS, LTD. RECORDED IN VOL. 5184,  
 PG. 1102 D.R.C.C.T.

CITY:	STATE:	SITE AREA:	ZONING:
LUCAS	TEXAS	1.26 ACRES - 54,870 SF	C
COUNTY:	SURVEY:	ABSTRACT NO.	
COLLIN	W. M. SNIDER	821	

SUBMITTAL LOG:	
JULY 14, 2017	FIRST CITY SUBMITTAL



**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
**CLAYMOORE ENGINEERING**  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date 07/31/2017

## LUCAS PLAZA RETAIL ANGEL PARKWAY LUCAS, TX

NO.	DATE	REVISION	BY

## SITE PLAN

DESIGN:	BJK
DRAWN:	BJK
CHECKED:	MAM
DATE:	07/31/2017

## SHEET SP-1

File No. 2017-114

PENNINGTON  
 PARTNERS, LTD.  
 VOL. 5184, PG. 1102  
 D.R.C.C.T.  
 ZONED: C  
 USE: VACANT

PENNINGTON  
 PARTNERS, LTD.  
 VOL. 5184, PG. 1102  
 D.R.C.C.T.  
 ZONED: C  
 USE: VACANT

PENNINGTON  
 PARTNERS, LTD.  
 VOL. 5184, PG. 1102  
 D.R.C.C.T.  
 ZONED: C  
 USE: VACANT

### FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0405J, DATED JUNE 2, 2009 OF THE NATIONAL  
 FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN  
 COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL  
 INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (SHADED)  
 AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT  
 WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT  
 DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON  
 WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS,  
 GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE  
 INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT  
 SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

### ENGINEER

CLAYMOORE ENGINEERING, INC.  
 1903 CENTRAL DRIVE, SUITE #406  
 BEDFORD, TEXAS 76021  
 PH. 817.281.0572  
 FAX. 817.281.0574  
 CONTACT: MATT MOORE, PE  
 EMAIL: MATT@CLAYMOOREENG.COM  
 TEXAS REGISTRATION #14199

### ARCHITECT

JEPSSEN / GUERIN ARCHITECTS  
 P.O. BOX 141151  
 DALLAS, TX 75214  
 PH. 214.673-1111  
 CONTACT: TOM GUERIN  
 EMAIL: tguerir@swbell.net

### SURVEYOR

VOTEX SURVEYING  
 10440 N. CENTRAL EXPRESSWAY  
 SUITE 800  
 DALLAS, TX 75231  
 TEL: 469.333.8831  
 CONTACT: CANDY HONE, RPLS  
 EMAIL: CANDY@VOTEXSURVEYING.COM  
 TBPLS FIRM NO. 10013600

### OWNER

PENNINGTON PARTNES, LTD.  
 3445 SHENANDOAH ST.  
 DALLAS, TX 75205  
 TEL:  
 CONTACT:  
 EMAIL:



**NOTES**  
THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW

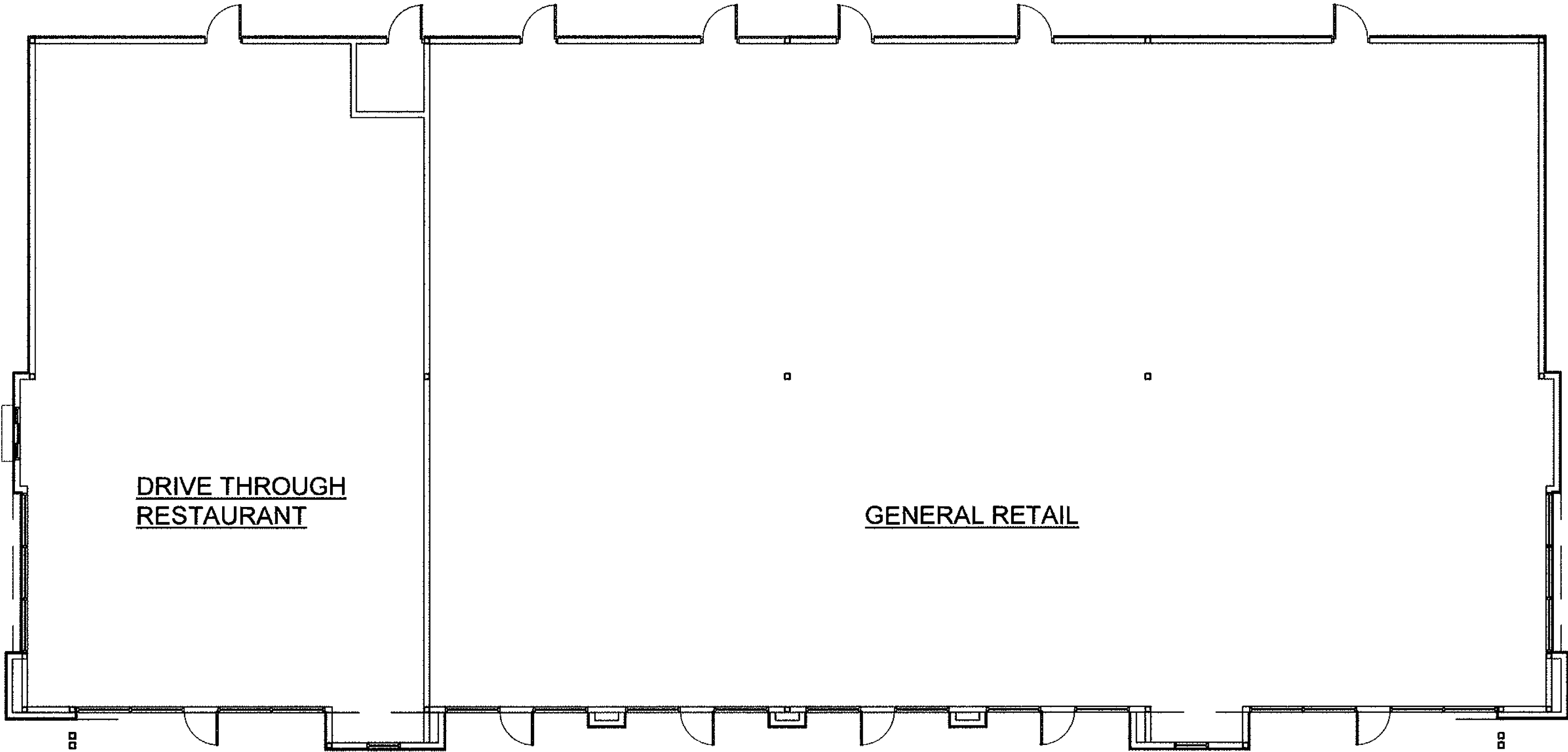
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING

ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT

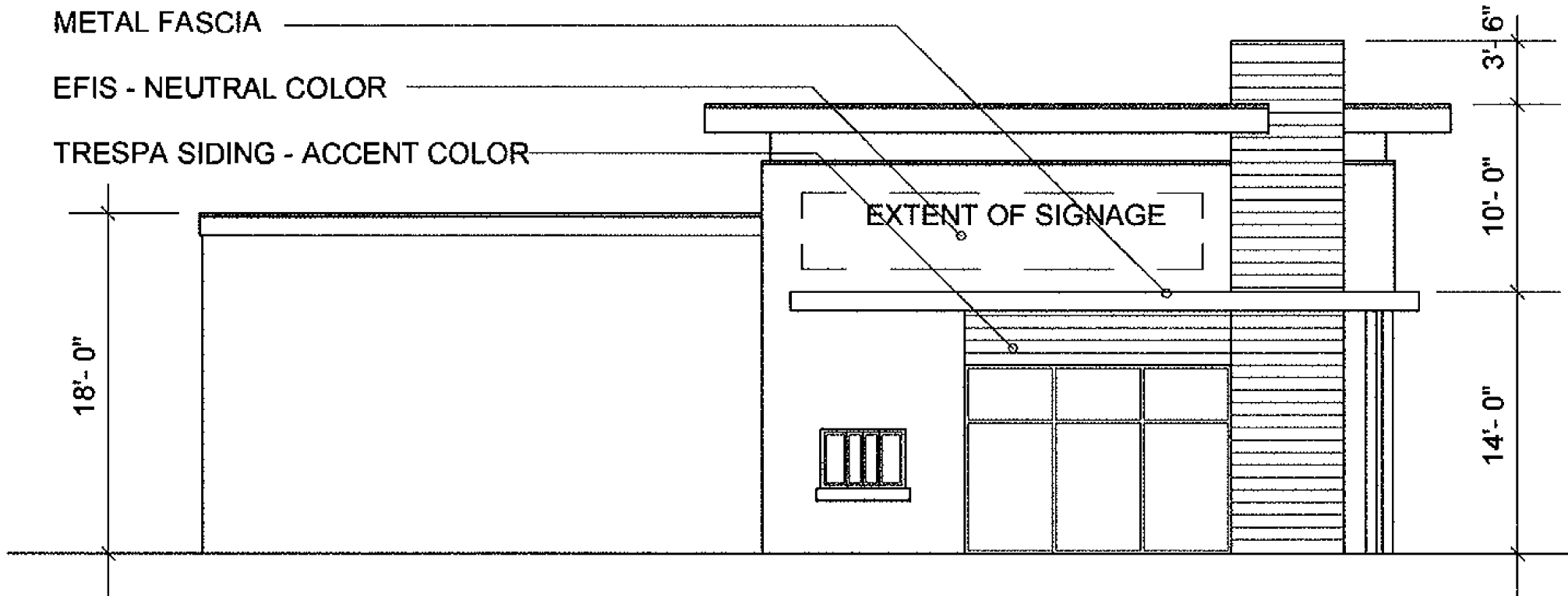
ROOF ACCESS SHALL BE PROVIDED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL

**ELEVATION MATERIALS CALCULATIONS**

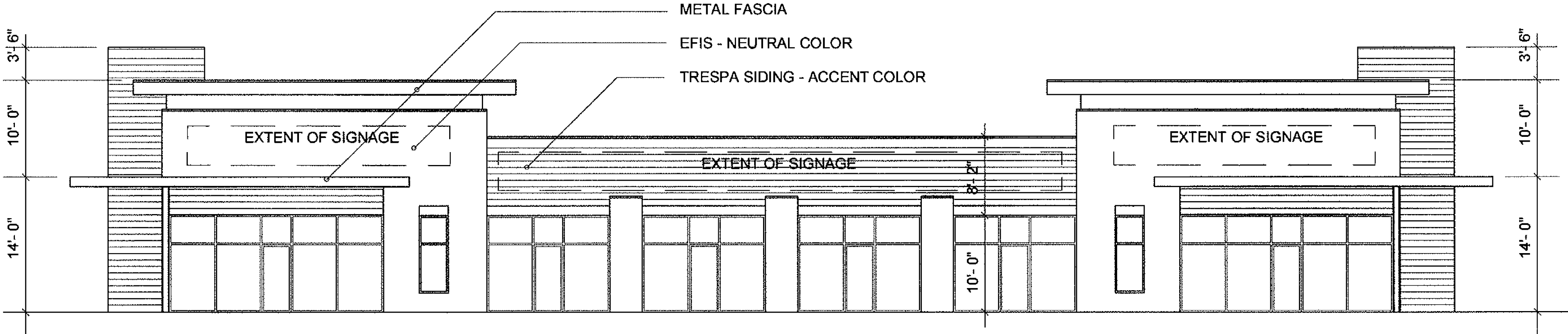
FRONT (WEST)	RIGHT (SOUTH)	
EFIS 834 SF	EFIS 903 SF	
TRESPA LAMINATE SIDING 872 SF	TRESPA LAMINATE SIDING 190 SF	
METAL TRIM 356 SF	METAL TRIM 148 SF	
SUBTOTAL 2062 SF	SUBTOTAL 1241 SF	
GLAZING 904 SF	GLAZING 157 SF	
TOTAL 2966 SF	TOTAL 1398 SF	
LEFT (NORTH)	REAR (EAST)	SUMMARY
EFIS 903 SF	EFIS 2552 SF	EFIS 5192 SF / DIVIDED BY
TRESPA LAMINATE SIDING 190 SF	METAL TRIM 282 SF	TOTAL AREA 7378 SF
METAL TRIM 148 SF	SUBTOTAL 2834 SF	(EXCLUDING GLASS)
SUBTOTAL 1241 SF		
GLAZING 157 SF	GLAZING 0000 SF	71% MASONRY
TOTAL 1398 SF	TOTAL 2834 SF	



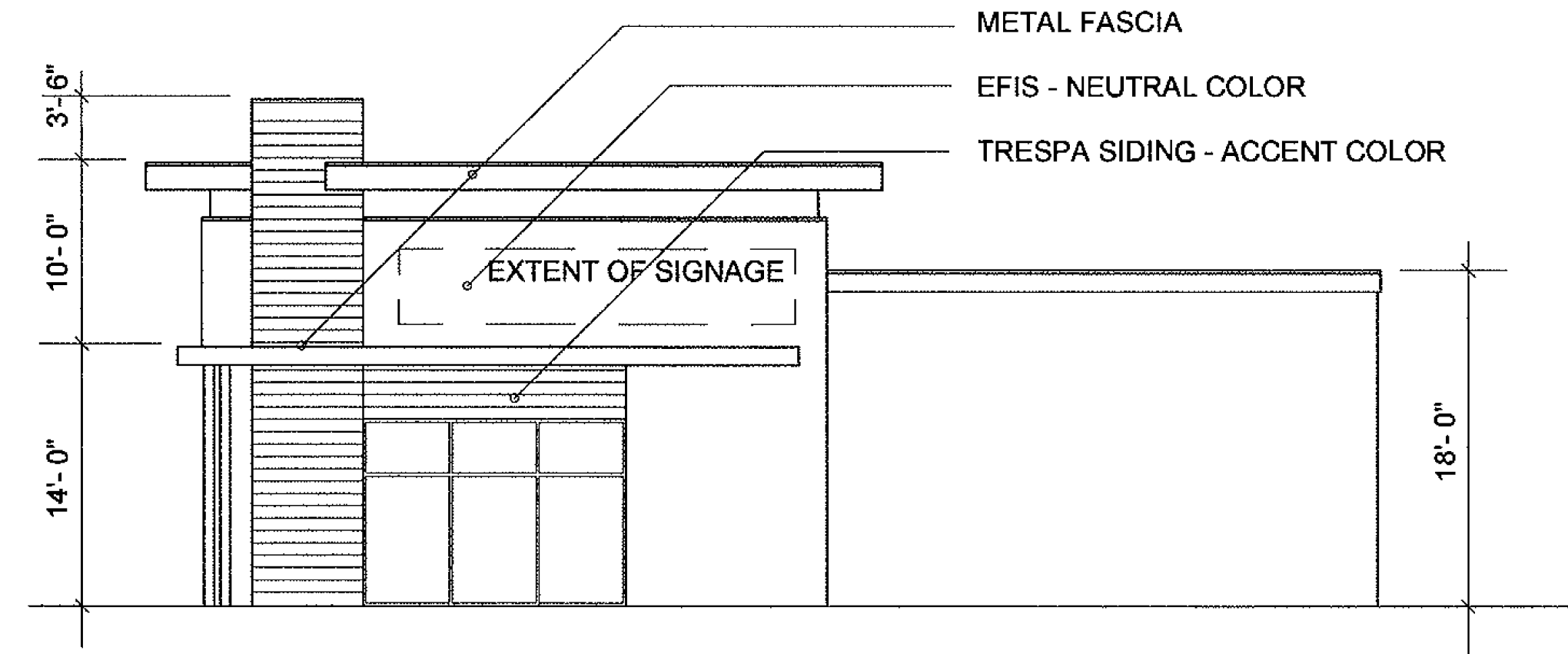
**FLOOR PLAN** 1/8"= 1'- 0"



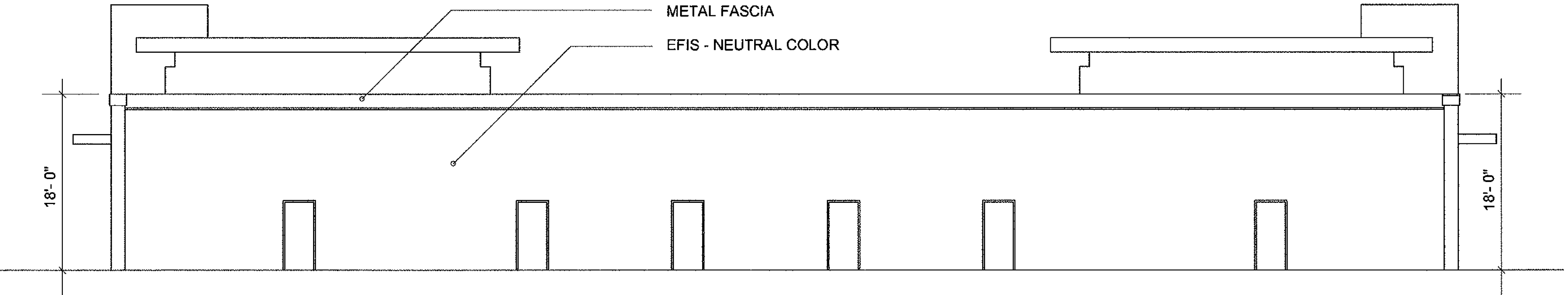
**LEFT (NORTH) ELEVATION** 1/8"= 1'- 0"



**FRONT (WEST) ELEVATION** 1/8"= 1'- 0"



**RIGHT (SOUTH) ELEVATION** 1/8"= 1'- 0"



**REAR (EAST) ELEVATION** 1/8"= 1'- 0"

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECTS OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

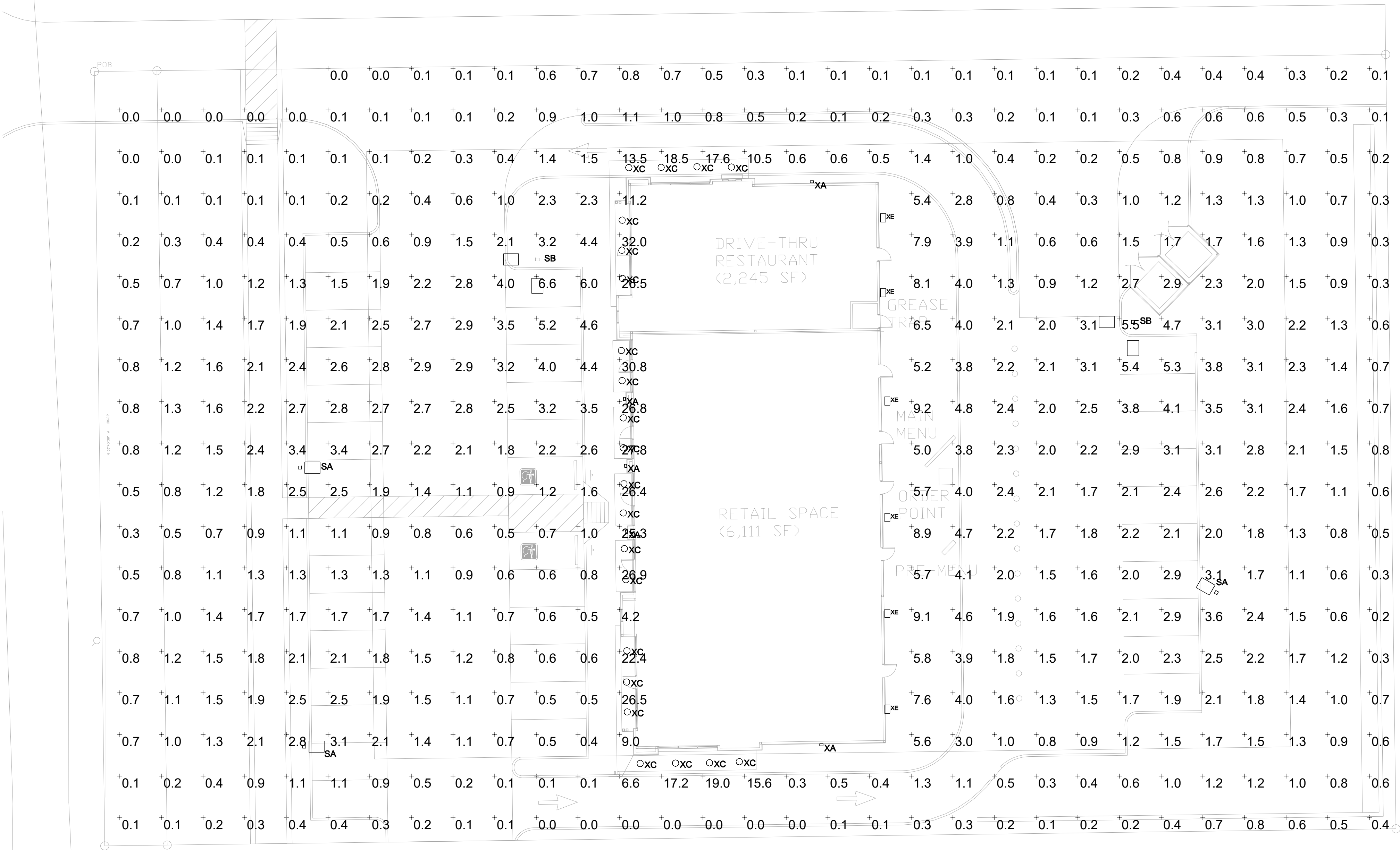
LUCAS RETAIL CENTER  
LUCAS, TEXAS

NO.	DATE	REVISION	BY



PHOTOMETRIC DISCLAIMER

THIS PLAN REPRESENTS A SOFTWARE SIMULATED PHOTOMETRIC STUDY OF THE EXTERIOR SITE LIGHTING. IT WAS CREATED UNDER THE ENGINEER'S SUPERVISION; HOWEVER THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE SOFTWARE OR LIGHT FIXTURE DATA. SOFTWARE USED WAS TO GENERATE THIS DOCUMENT ALONG WITH THE IES DATA FILES PROVIDED BY THE LIGHT FIXTURE MANUFACTURER. THIS PLAN INDICATES THE SIMULATED LIGHT INTENSITY CALCULATED IN FOOT CANDLES AT GRADE LEVEL. THE SIMULATION DOES NOT TAKE INTO EFFECT A CHANGE IN GRADE ELEVATION OR THE ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS. THE LIGHT LEVELS ARE CALCULATED ON A HORIZONTAL PLANE 0 FT AFG.



01 SITE PHOTOMETRIC PLAN  
SCALE: N.T.S.

LUMINAIRE SCHEDULE						
LABEL	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	IES FILENAME	WATTAGE NOTES
XA	Lithonia Lighting	OLLWU	OUTDOOR LED WALL UPLIGHT AND DOWNLIGHT CYLINDER WITH 4000K LEDS AND POLYCARBONATE LENSES	LED	OLLWU.ies	14.3 MOUNTED AT 12 FEET
XC	Lithonia Lighting	LDN6 40/20 L06AR LSS	6IN LDN, 4000K, 2000LM, 80CRI, CLEAR, SEMI-SPECULAR REFLECTOR	LED	LDN6_40_20_L06AR_LSS.ies	22.6 MOUNTED AT 10 FEET
XE	Lithonia Lighting	WST LED P2 40K VF MVOLT	WST LED, Performance package 2, 4000 K, visual comfort forward throw, MVOLT	LED	WST_LED_P2_40K_VF_MVOLT.ies	25 MOUNTED AT 12 FEET
SA	Lithonia Lighting	DSX1 LED 60C 530 50K T4M MVOLTHS L90	DSX1 LED with 60 LEDs @ 530 mA, 5000K, TYPE 4 MEDIUM OPTICS WITH HOUSE-SIDE SHIELD, LEFT ROTATED	LED	DSX1_LED_60C_530_50K_T4M_MVOLT_HS_L90.ies	99 SINGLE LUMINAIRE MOUNTED AT 23 FEET
SB	Lithonia Lighting	DSX1 LED 60C 530 50K T4M MVOLTHS L90	DSX1 LED with 60 LEDs @ 530 mA, 5000K, TYPE 4 MEDIUM OPTICS WITH HOUSE-SIDE SHIELD, LEFT ROTATED	LED	DSX1_LED_60C_530_50K_T4M_MVOLT_HS_L90.ies	198 DOUBLE LUMINAIRE MOUNTED AT 23 FEET

CALCULATION STATISTICS	
Average	2.3 fc
Maximum	32.0 fc
Minimum	0.0 fc
Max/Mn	N/A
Average/Mn	N/A



## **ORDINANCE 2017-09-00867**

**[Special Use Permit for a Drive-Through Restaurant Located at  
Southeast Corner of Angel Parkway and Lake Travis Drive]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF A DRIVE-THROUGH RESTAURANT ON A 1.3237-ACRE TRACT OF LAND OUT OF THE W. M. SNIDER SURVEY, ABSTRACT NUMBER 821, CITY OF LUCAS, COLLIN COUNTY, TEXAS, LOCATED AT SOUTHEAST CORNER OF ANGEL PARKWAY AND LAKE TRAVIS DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR APPROVAL OF THE CONCEPT PLAN ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR APPROVAL OF THE ELEVATIONS PLAN ATTACHED HERETO AS EXHIBIT "D"; PROVIDING FOR THE APPROVAL OF THE SIGNAGE PLAN ATTACHED HERETO AS EXHIBIT "E"; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a Special Use Permit to allow for the operation of a drive-through restaurant on a 1.3237-acre tract of land out of the W. M. Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, located at the southeast corner of Angel Parkway and Lake Travis Drive, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

- (1) the Property shall be developed in accordance with the Site Plan attached hereto as Exhibit “B”, the Concept Plan attached hereto as Exhibit “C”, and the Elevation Plans attached hereto as Exhibit “D”, and made a part hereof for all purposes;
- (2) the Property shall only be used as a drive-through restaurant; and
- (3) all signage shall be in compliance with Article 3.16 “Signs” of Chapter 3 “Building Regulations” of the City of Lucas Code of Ordinances, with the following exceptions:
  - (a) a monument sign similar to the shape of an “L”, and to the surrounding commercial properties located on Angel Parkway, and as depicted on Exhibit “E”.

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

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

**SECTION 5.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 6.** 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 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7<sup>th</sup> DAY OF SEPTEMBER 2017.**



APPROVED:

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Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joseph J. Gorfida, Jr., City Attorney  
(08-23-2017/89509)

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Stacy Henderson, City Secretary



# City of Lucas Council Agenda Request September 7, 2017

Item No. 09

Requester: Finance Director Liz Exum

## **Agenda Item:**

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

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

## **Background Information:**

The proposed budget was presented at the August 3 and August 17 City Council meetings. This proposed budget was prepared using the certified assessed valuation from Collin County Appraisal District and the proposed calculated existing tax rate of 0.317948. The proposed budget for fiscal year 2017-2018 shows excess revenue over expenditures in the amount of \$166,714 in the General Fund. Items added to the budget included \$19,000 in budget line item 11-6212-309 Professional Services, and \$19,000 in budget line item 51-6400-309 Professional Services for an Impact Fee study update. Grant revenue totaling \$106,480 from the Winningkoff Trail project was removed from FY 2016-2017 budget and added to FY 2017-2018 to account 21-4404 Third Party/ Intergovernmental Revenue.

## **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:**

This is a public hearing only and no action is required. The meeting for the City Council to pass an ordinance adopting the FY 2017-2018 budget is scheduled for September 21, 2017.

## **Motion:**

NA



## 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**

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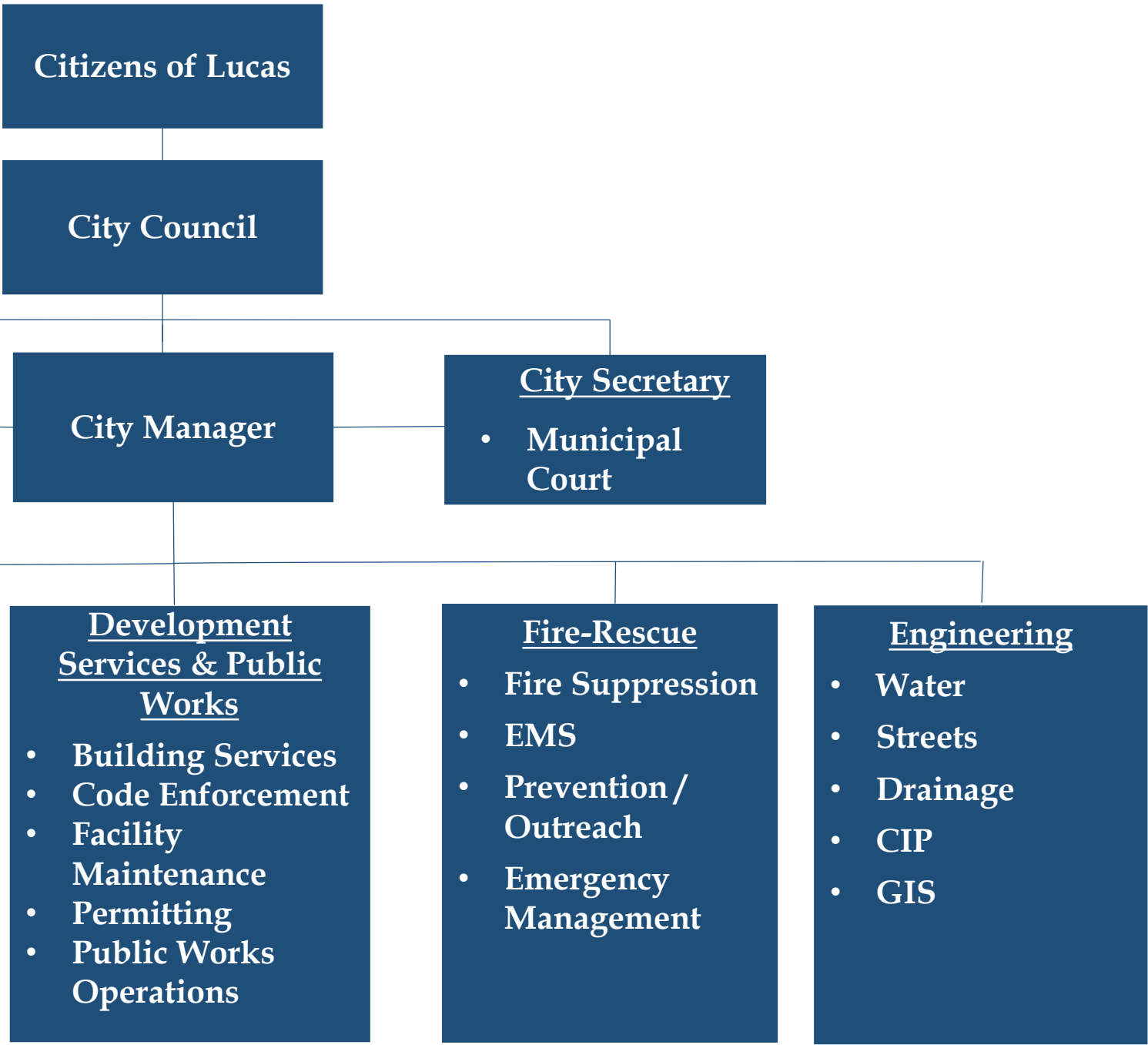
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# City of Lucas Organizational Chart



	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET
<b>REVENUE SUMMARY</b>				
<b>GENERAL FUND</b>				
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	672,380	634,480
FIRE DEPARTMENT REVENUE	684,321	694,331	721,472	766,353
FEES & SERVICE CHARGES	90,079	78,450	90,200	81,450
MISCELLANEOUS REVENUES	521,214	466,124	492,079	518,227
<b>TOTAL GENERAL FUND REVENUE</b>	<b>5,246,293</b>	<b>5,432,455</b>	<b>5,627,653</b>	<b>5,587,181</b>
<b>WATER UTILITIES FUND</b>				
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
<b>TOTAL WATER UTILITIES FUND REVENUE</b>	<b>3,965,054</b>	<b>3,966,371</b>	<b>7,245,800</b>	<b>4,427,177</b>
<b>DEBT SERVICE FUND</b>				
PROPERTY TAXES	970,934	806,148	869,362	1,224,048
<b>TOTAL DEBT SERVICE FUND REVENUE</b>	<b>970,934</b>	<b>806,148</b>	<b>869,362</b>	<b>1,224,048</b>
<b>COMBINED REVENUE TOTALS</b>	<b>10,182,281</b>	<b>10,204,974</b>	<b>13,742,815</b>	<b>11,238,406</b>
<b>EXPENDITURES</b>				
<b>GENERAL FUND</b>				
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	538,703	544,933
DEVELOPMENT SERVICES	279,535	387,170	389,965	452,791
PUBLIC WORKS	1,128,870	214,692	216,582	214,886
PUBLIC WORKS - ENGINEERING	0	1,086,934	1,088,963	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	489,296	638,944
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>4,118,564</b>	<b>5,044,203</b>	<b>5,169,286</b>	<b>5,420,467</b>
<b>WATER UTILITIES FUND</b>				
WATER UTILITIES	3,036,861	3,257,051	3,469,373	3,572,919
WATER - ENGINEERING	0	175,658	181,547	140,524
<b>TOTAL WATER FUND EXPENDITURES</b>	<b>3,036,861</b>	<b>3,432,709</b>	<b>3,650,920</b>	<b>3,713,443</b>
<b>DEBT SERVICE</b>				
WATER UTILITIES	522,716	519,567	567,285	650,198
GENERAL FUND	826,539	782,948	782,948	1,197,171
<b>TOTAL DEBT SERVICE</b>	<b>1,349,255</b>	<b>1,302,515</b>	<b>1,350,233</b>	<b>1,847,369</b>
<b>TOTAL EXPENDITURES</b>	<b>8,504,680</b>	<b>9,779,427</b>	<b>10,170,438</b>	<b>10,981,279</b>
<b>NET REVENUE LESS EXPENDITURES</b>	<b>1,677,601</b>	<b>425,548</b>	<b>3,572,377</b>	<b>257,128</b>

	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET
<b>SUMMARY BY FUND</b>				
GENERAL FUND				
REVENUE	5,246,293	5,432,455	5,627,653	5,587,181
EXPENDITURES	4,118,564	5,044,203	5,169,286	5,420,467
NET REVENUE LESS EXPENDITURES	1,127,729	388,252	458,367	166,714
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	3,713,443
DEBT SERVICE	522,716	519,567	567,285	650,198
NET REVENUE LESS EXPENDITURES	405,477	14,095	3,027,595	63,537
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	3,572,377	257,128

**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
<b>BEGINNING FUND BALANCE</b>	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
<b>TOTAL REVENUES</b>	<b>5,587,181</b>	<b>1,224,048</b>	<b>749,000</b>	<b>22,000</b>	<b>0</b>	<b>180,000</b>	<b>7,762,229</b>
<b>EXPENDITURES</b>							
CITY COUNCIL	18,870						18,870
CITY SEC	170,229						170,229
ADMIN/FINANCE	544,933						544,933
DEVELOPMENT SERVICES	452,791						452,791
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
<b>TOTAL EXPENDITURES</b>	<b>5,420,467</b>	<b>1,197,171</b>	<b>8,134,000</b>	<b>0</b>	<b>1,451,261</b>	<b>768,358</b>	<b>16,971,257</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>166,714</b>	<b>26,877</b>	<b>(7,385,000)</b>	<b>22,000</b>	<b>(1,451,261)</b>	<b>(588,358)</b>	<b>(9,209,028)</b>
<b>ENDING FUND BALANCE</b>	<b>6,241,516</b>	<b>817,688</b>	<b>0</b>	<b>184,975</b>	<b>0</b>	<b>363,148</b>	<b>7,607,327</b>
<b>MINUS RESTRICTED FOR:</b>							
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	6,017,665	0	0	0	0	0	6,017,665
<b>TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT</b>	<b>6,017,665</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>6,017,665</b>
AMOUNT IN DAYS OPERATING COST	405						405
AMOUNT IN MONTHS OPERATING COST	14						14
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(2,710,234)						(2,710,234)
<b>TOTAL RESERVES AFTER GASB 54 REQUIREMENTS</b>	<b>3,307,433</b>						<b>3,307,433</b>
AMOUNT IN DAYS OPERATING COST	223						223
AMOUNT IN MONTHS OPERATING COST	7						7

**FUND SUMMARIES - PROPRIETARY**

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
<b>BEGINNING BALANCE RESTRICTED/UNRESTRICTED</b>	<b>4,843,017</b>	<b>3,120,979</b>	<b>0</b>	<b>7,963,996</b>
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
<b>TOTAL REVENUES</b>	<b>4,427,177</b>	<b>413,764</b>	<b>225,000</b>	<b>5,065,941</b>
<b>EXPENDITURES</b>				
WATER	3,004,285			3,004,285
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
<b>TOTAL EXPENDITURES</b>	<b>4,363,641</b>	<b>3,534,743</b>	<b>225,000</b>	<b>8,123,384</b>
<b>NET CHANGE IN BALANCE</b>	<b>63,537</b>	<b>(3,120,979)</b>	<b>0</b>	<b>(3,057,443)</b>
<b>ENDING BALANCE</b>	<b>4,906,554</b>	<b>0</b>	<b>0</b>	<b>4,906,554</b>
<b>MINUS RESTRICTED FOR:</b>				
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	4,052,415	0	0	4,052,415
<b>TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT</b>	<b>4,052,415</b>	<b>0</b>	<b>0</b>	<b>4,052,415</b>
AMOUNT IN DAYS OPERATING COST	376			376
AMOUNT IN MONTHS OPERATING COST	13			13
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(1,969,320)			(1,969,320)
<b>TOTAL RESERVES AFTER GASB 54 REQUIREMENTS</b>	<b>2,083,094</b>	<b>0</b>	<b>0</b>	<b>2,083,094</b>
AMOUNT IN DAYS OPERATING COST	193			193
AMOUNT IN MONTHS OPERATING COST	6			6

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)
<b>TOTAL WATER PROJECT FUNDING</b>	<b>(3,534,743)</b>

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
<b>TOTAL GF PROJECTS FY 17/18</b>	<b>9,616,618</b>

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)
<b>TOTAL GENERAL FUND PROJECT FUNDING</b>	<b>(9,616,618)</b>

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



	2015-2016 <u>ACTUAL</u>	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET
<b>Impact/Development Fee Summary</b>			

**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	54,000	22,000
<b>Total Revenues</b>	<b>1,319,521</b>	<b>234,000</b>	<b>202,000</b>

**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
<b>Total Expenditures</b>	<b>63,107</b>	<b>346,933</b>	<b>768,358</b>
<b>Total General Fund Restricted</b>	<b>1,256,414</b>	<b>1,143,481</b>	<b>548,123</b>

Restricted for LCA Improvements(Fund 21)	0		0
Restricted for Brockdale Capital Improv	21,535	19,175	19,175
Restricted for Brockdale Improvements	118,800	143,800	165,800
<b>Total 3rd Party Restricted</b>	<b>140,335</b>	<b>162,975</b>	<b>184,975</b>

<b>General Fund Ending Bal (Restricted for Roads)</b>	<b>1,116,079</b>	<b>951,506</b>	<b>363,148</b>
<b>Total General Fund Restricted</b>	<b>1,256,414</b>	<b>1,114,481</b>	<b>548,123</b>

**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	
<b>Total Revenues</b>	<b>0</b>	<b>225,000</b>	<b>225,000</b>

**Expenditures**

Capital Projects - Water		1,062,059	3,686,038
Capital Projects- Sewer			0
<b>Total Expenditures</b>	<b>0</b>	<b>1,062,059</b>	<b>3,686,038</b>

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

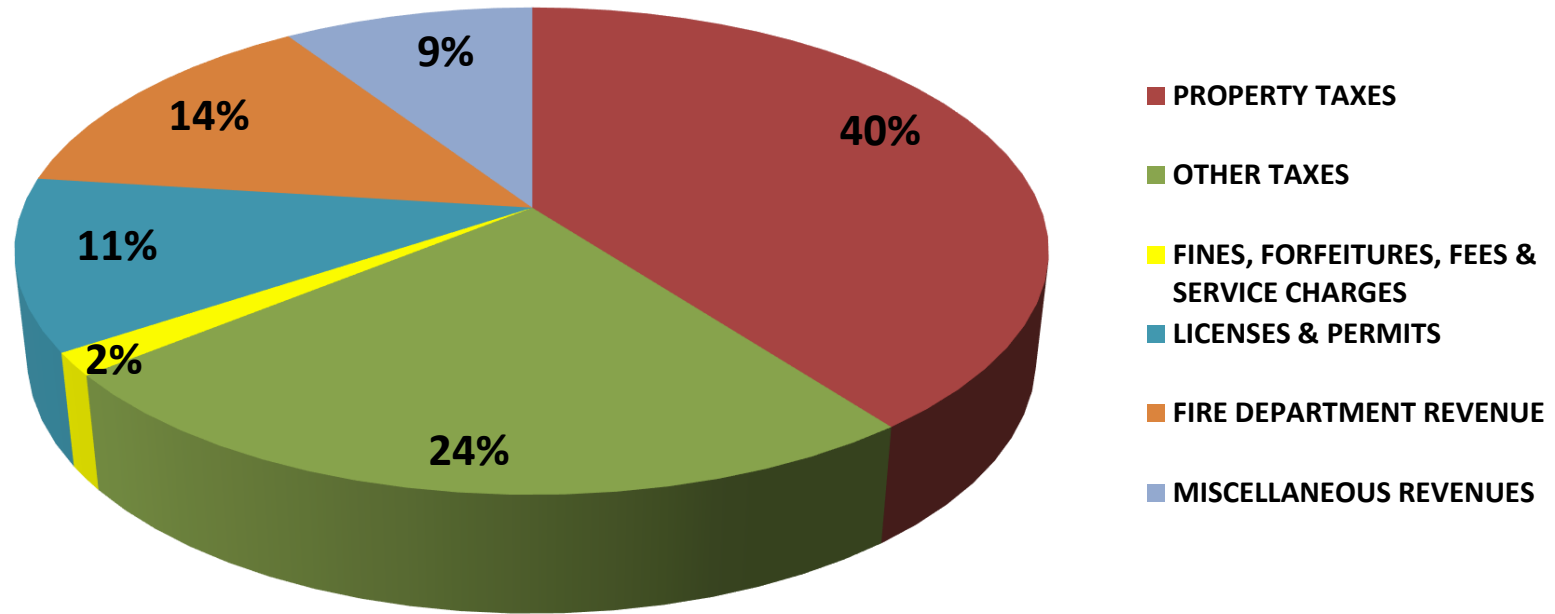
As you can see in the chart below, the property tax rate for the City of Lucas is very favorable in comparison to other cities within the area.

### 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

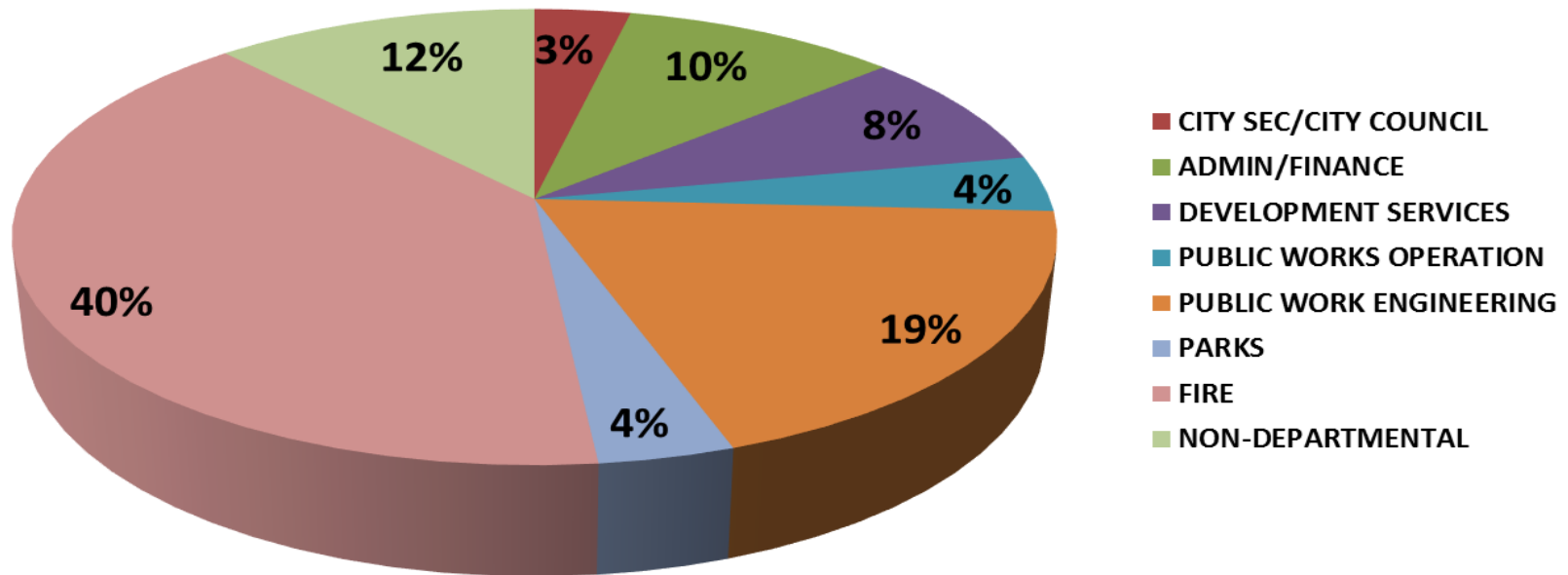
## General Fund Revenue FY17/18

Total \$ 5,587,181



## General Fund Expenditures by Department FY17/18

Total \$ 5,420,467



11 -GENERAL FUND		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>REVENUE</b>						
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	
<b>TOTAL PROPERTY TAXES</b>		<b>1,996,065</b>	<b>2,279,538</b>	<b>2,281,538</b>	<b>2,216,687</b>	

#### 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	
<b>TOTAL OTHER TAXES</b>		<b>1,358,303</b>	<b>1,287,000</b>	<b>1,367,000</b>	<b>1,367,000</b>	

#### 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	
<b>TOTAL FINES &amp; FORFEITURES</b>		<b>444</b>	<b>522</b>	<b>2,984</b>	<b>2,984</b>	

#### LICENSES & PERMITS

4301	GEN CONTRACTOR REG.	21,655	14,000	19,262	20,000	
4361	ZONING REQUEST	0	1,200	1,200	1,200	
4362	SPECIFIC USE PERMITS	600	900	1,800	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	23,350	22,000	
4376	WEIGHT LIMIT PERMITS	65,675	62,000	76,275	62,000	
4377	ROOF PERMITS	5,820	600	4,800	1,000	
4378	SPRINKLER SYST PERMITS	8,900	6,500	5,550	6,500	
4379	DRIVEWAY PERMIT	1,170	900	1,130	1,000	
4380	SIGN PERMIT	1,210	2,000	980	2,000	
4382	STORM WATER MGMT PERMIT	4,975	4,500	5,049	4,500	
4384	SOLICITATION PERMIT	0	90	190	80	
4390	PLANNED DEVELOPMENT	1,220		550	0	
4395	HEALTH SERVICE PERMITS	4,500	6,300	6,300	6,300	
4398	MISC LICENSES & PERMITS	530	500	810	500	
4611	FIRE SPRINKLER PERMIT	26,855	30,000	30,000	30,000	
<b>TOTAL LICENSES &amp; PERMITS</b>		<b>595,867</b>	<b>626,490</b>	<b>672,380</b>	<b>634,480</b>	

#### 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	88,332	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
<b>REVENUE</b>						
4616	DONATIONS	200				
4999	FIRE DISTRICT TRANSFER IN	297,832	325,000	315,000	315,000	
<b>TOTAL FIRE DEPARTMENT REVENUE</b>		<b>684,321</b>	<b>694,331</b>	<b>721,472</b>	<b>766,353</b>	
<b>FEES &amp; SERVICE CHARGES</b>						
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	65,000	56,000	
4497	PUBLIC INFO. REQUESTS	26	0	0		
4498	MISC. FEES & CHARGES	0	250	0	250	
<b>TOTAL FEES &amp; SERVICE CHARGES</b>		<b>90,079</b>	<b>78,450</b>	<b>90,200</b>	<b>81,450</b>	
<b>MISCELLANEOUS REVENUE</b>						
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	11,770		
4915	CHILD SAFETY INCOME	7,229	6,000	7,023	6,700	
4916	CREDIT CARD REVENUE	5,291	3,500	6,000	5,700	
4918	PERMIT FEE BEER & WINE	0	0	336		
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	1,000	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	
<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>521,214</b>	<b>466,124</b>	<b>492,079</b>	<b>518,227</b>	
<b>***TOTAL REVENUES***</b>		<b>5,246,293</b>	<b>5,432,455</b>	<b>5,627,653</b>	<b>5,587,181</b>	

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
<b><u>PERSONNEL SERVICES</u></b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>9,231</b>	<b>9,209</b>	<b>9,209</b>	<b>9,220</b>	
<b><u>MATERIALS &amp; SUPPLIES</u></b>						
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	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>834</b>	<b>2,480</b>	<b>3,380</b>	<b>1,950</b>	
<b><u>PURCHASED SERVICES:</u></b>						
6100-307	TRAINING & TRAVEL	8,500	3,500	2,600	3,500	\$500 per person
<b>TOTAL PURCHASED SERVICES</b>		<b>8,500</b>	<b>3,500</b>	<b>2,600</b>	<b>3,500</b>	
<b><u>GENERAL &amp; ADMINISTRATIVE SERVICES</u></b>						
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
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>450</b>	<b>3,200</b>	<b>3,200</b>	<b>4,200</b>	
<b><u>NON-CAPITAL EXPENSE</u></b>						
<b>TOTAL NON-CAPITAL EXPENSE</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL CITY COUNCIL</b>		<b>19,015</b>	<b>18,389</b>	<b>18,389</b>	<b>18,870</b>	

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
<b>PERSONNEL SERVICES</b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>89,619</b>	<b>92,144</b>	<b>95,308</b>	<b>96,393</b>	
<b>MATERIALS &amp; SUPPLIES</b>						
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
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>11,517</b>	<b>17,280</b>	<b>20,980</b>	<b>20,530</b>	
<b>PURCHASED SERVICES</b>						
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	
<b>TOTAL PURCHASED SERVICES</b>		<b>19,460</b>	<b>26,420</b>	<b>25,720</b>	<b>41,021</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>						
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
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>9,425</b>	<b>11,625</b>	<b>11,625</b>	<b>12,285</b>	
<b>NON-CAPITAL EXPENSE</b>						
6110-411	FURNITURE & FIXTURES	0				
<b>TOTAL NON-CAPITAL EXPENSE</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL CITY SECRETARY</b>		<b>130,021</b>	<b>147,469</b>	<b>153,633</b>	<b>170,229</b>	



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
<b>PERSONNEL SERVICES</b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>390,201</b>	<b>397,201</b>	<b>402,454</b>	<b>411,010</b>	
<b>MATERIALS &amp; SUPPLIES</b>						
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		
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>5,671</b>	<b>11,225</b>	<b>11,225</b>	<b>11,225</b>	
<b>PURCHASED SERVICES:</b>						
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	20,617	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	
<b>TOTAL PURCHASED SERVICES</b>		<b>88,977</b>	<b>101,272</b>	<b>106,289</b>	<b>108,805</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>						
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	5,000	2,800	
6200-498	MISCELLANEOUS	184	500	0	0	
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>11,622</b>	<b>14,235</b>	<b>15,935</b>	<b>13,893</b>	
<b>NON-CAPITAL EXPENSE</b>						
6200-411	FURNITURE & FIXTURES	736	2,300	2,800	0	
6200-451	SOFTWARE					
<b>TOTAL NON-CAPITAL EXPENSE</b>		<b>736</b>	<b>2,300</b>	<b>2,800</b>	<b>0</b>	
<b>TOTAL ADMINISTRATION</b>		<b>497,207</b>	<b>526,233</b>	<b>538,703</b>	<b>544,933</b>	

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
<b>PERSONNEL SERVICES</b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>0</b>	<b>108,134</b>	<b>109,023</b>	<b>111,428</b>	
<b>MATERIALS &amp; SUPPLIES</b>						
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	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>0</b>	<b>2,160</b>	<b>2,160</b>	<b>2,150</b>	
<b>PURCHASED SERVICES</b>						
6209-307	TRAVEL/TRAINING		4,440	4,440	6,519	See Travel & Training Plan
6209-309	PROFESSIONAL SERVICES		40,000	38,780	40,000	See Detail Listing
6209-322	CONTRACTS (MOWING)		75,500	75,542	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	
<b>TOTAL PURCHASED SERVICES</b>		<b>0</b>	<b>136,140</b>	<b>134,962</b>	<b>138,219</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>						
6209-443	DUES/LICENSES	0	1,600	1,600	325	See Detail Listing
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>0</b>	<b>1,600</b>	<b>1,600</b>	<b>325</b>	
<b>NON-CAPITAL EXPENSE</b>						
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
<b>TOTAL NON-CAPITAL EXPENSE</b>		<b>0</b>	<b>2,900</b>	<b>5,900</b>	<b>5,900</b>	
<b>CAPITAL OUTLAY</b>						
8209-301	IMPROVEMENTS ROADS		750,000	747,360	750,000	
8209-417	IMPROVEMENTS					
8209-420	EQUIPMENT		60,000	50,000		
8209-433	SIGNS & MARKINGS		15,000	29,958	15,000	
8209-452	HARDWARE & TELECOM		11,000	8,000		
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>836,000</b>	<b>835,318</b>	<b>765,000</b>	
<b>TOTAL PUBLIC WORKS - ENGINEERING</b>		<b>0</b>	<b>1,086,934</b>	<b>1,088,963</b>	<b>1,023,022</b>	

11 - GENERAL FUND PUBLIC WORKS - OPERATIONS DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>						
6210-101	SALARIES - EXEMPT	59,266	0	0	0	
6210-102	SALARIES - NON-EXEMPT	66,425	66,237	67,631	67,683	Two Public Works Employees
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>166,518</b>	<b>101,087</b>	<b>102,977</b>	<b>104,691</b>	
<b>MATERIALS &amp; SUPPLIES</b>						
6210-201	OFFICE SUPPLIES	458	550	550	550	
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	See Detail Listing
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	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>27,644</b>	<b>44,245</b>	<b>44,245</b>	<b>45,190</b>	
<b>MAINTENANCE &amp; REPAIR</b>						
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	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>21,787</b>	<b>39,670</b>	<b>39,670</b>	<b>39,525</b>	
<b>PURCHASED SERVICES</b>						
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	
<b>TOTAL PURCHASED SERVICES</b>		<b>50,959</b>	<b>22,300</b>	<b>22,300</b>	<b>19,050</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>						
6210-443	DUES/LICENSES	637	1,290	1,290	430	See Detail Listing
<b>TOTAL GENERAL &amp; ADMIN SERVICES</b>		<b>637</b>	<b>1,290</b>	<b>1,290</b>	<b>430</b>	
<b>NON-CAPITAL EXPENSE</b>						
6210-411	FURNITURE & FIXTURES	0		0		
6210-416	IMPLEMENTS & APPARATUS	0		0		
<b>TOTAL NON-CAPITAL EXPENSE</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>CAPITAL OUTLAY</b>						
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				
<b>TOTAL CAPITAL OUTLAY</b>		<b>861,325</b>	<b>6,100</b>	<b>6,100</b>	<b>6,000</b>	
<b>TOTAL PUBLIC WORKS</b>		<b>1,128,870</b>	<b>214,692</b>	<b>216,582</b>	<b>214,886</b>	

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
<b><u>PERSONNEL SERVICES</u></b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>9,855</b>	<b>34,755</b>	<b>34,755</b>	<b>39,290</b>	
<b><u>MAINTENANCE &amp; REPAIR</u></b>						
6211-233	EQUIPMENT MAINTENANCE	2,231	3,000	3,000	3,000	
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>2,231</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	
<b><u>PURCHASED SERVICES</u></b>						
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	
<b>TOTAL PURCHASED SERVICES</b>		<b>74,109</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	
<b><u>SPECIAL EVENTS</u></b>						
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	
<b>TOTAL SPECIAL EVENTS</b>		<b>20,213</b>	<b>39,000</b>	<b>44,000</b>	<b>46,500</b>	
<b><u>NON-CAPITAL OUTLAY</u></b>						
6211-417	PARK IMPROVEMENTS	0	2,500	2,500	0	
<b>TOTAL NON- CAPITAL OUTLAY</b>		<b>0</b>	<b>2,500</b>	<b>2,500</b>	<b>0</b>	
<b><u>CAPITAL OUTLAY</u></b>						
8211-417	PARK IMPROVEMENTS	0			95,000	See Detail Listing
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>95,000</b>	
<b>TOTAL PARKS</b>		<b>106,408</b>	<b>91,255</b>	<b>96,255</b>	<b>195,790</b>	

11 -GENERAL FUND DEVELOPMENT SERVICES DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>PERSONNEL SERVICES</b>						
6212-101	SALARIES - EXEMPT	44,115	44,507	44,952	44,954	
6212-102	SALARIES - NON-EXEMPT	141,684	197,831	197,809	198,514	
6212-106	CERTIFICATION FEES	300	0	0		
6212-111	OVERTIME	3,122	5,000	7,000	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					
<b>TOTAL PERSONNEL SERVICES</b>		<b>247,594</b>	<b>327,214</b>	<b>330,009</b>	<b>335,151</b>	
<b>MATERIALS &amp; SUPPLIES</b>						
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	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>8,073</b>	<b>13,300</b>	<b>13,300</b>	<b>13,300</b>	
<b>MAINTENANCE &amp; REPAIR</b>						
6212-232	VEHICLE MAINTENANCE	3,534	4,800	4,800	4,800	See Detail Listing
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>3,534</b>	<b>4,800</b>	<b>4,800</b>	<b>4,800</b>	
<b>PURCHASED SERVICES:</b>						
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	35,600	Incl \$19K Impact Fee Update
6212-313	MAINTENANCE AGREEMENTS	0	100	100	100	
6212-323	CELL PHONE	2,037	3,200	3,200	3,200	
<b>TOTAL PURCHASED SERVICES</b>		<b>16,143</b>	<b>33,266</b>	<b>33,266</b>	<b>52,316</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>						
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
<b>TOTAL GENERAL &amp; ADMINISTRATION SERV</b>		<b>4,191</b>	<b>8,590</b>	<b>8,590</b>	<b>10,724</b>	
<b>CAPITAL OUTLAY</b>						
8212-420	EQUIPMENT	0				
8212-452	COMPUTERS	0				
8212-421	VEHICLES	0			36,500	F150 Truck for Code Enforc
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>36,500</b>	
<b>TOTAL DEVELOPMENT SERVICES</b>		<b>279,535</b>	<b>387,170</b>	<b>389,965</b>	<b>452,791</b>	

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
<b>PERSONNEL SERVICES</b>						
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		
<b>TOTAL PERSONNEL SERVICES</b>		<b>964,289</b>	<b>1,098,985</b>	<b>1,112,237</b>	<b>1,422,412</b>	
<b>MATERIALS &amp; SUPPLIES</b>						
6300-201	OFFICE SUPPLIES	5,170	3,550	3,050	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	15,000	13,740	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	7,518	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
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>91,744</b>	<b>110,629</b>	<b>105,412</b>	<b>107,815</b>	
<b>MAINTENANCE &amp; REPAIR</b>						
6300-231	FACILITY MAINTENANCE	44,070	45,600	58,100	4,100	See Detail Listing
6300-232	VEHICLE MAINTENANCE	37,680	21,147	26,364	20,702	See Detail Listing
6300-233	EQUIPMENT MAINT	1,652	6,520	6,520	6,520	See Detail Listing
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>83,402</b>	<b>73,267</b>	<b>90,984</b>	<b>31,322</b>	
<b>PURCHASED SERVICES</b>						
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	119,973	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
<b>TOTAL PURCHASED SERVICES</b>		<b>389,548</b>	<b>498,707</b>	<b>498,207</b>	<b>477,439</b>	
<b>GENERAL &amp; ADMINISTRATIVE SERVICES</b>						
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	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE SERVICE!</b>		<b>18,446</b>	<b>19,540</b>	<b>22,645</b>	<b>20,414</b>	
<b>NON-CAPITALIZED EXPENSE</b>						
6300-411	FURNITURE & FIXTURES		1,650	1,650		

11 -GENERAL FUND FIRE DEPARTMENT		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
6300-452 HARDWARE & TELECOM		35,038	4,800	4,800	1,900	See Detail Listing
<b>TOTAL NON-CAPITALIZED EXPENSE</b>		<b>35,038</b>	<b>6,450</b>	<b>6,450</b>	<b>1,900</b>	
<b>CAPITAL OUTLAY</b>						
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
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>257,800</b>	<b>341,565</b>	<b>99,700</b>	
<b>TOTAL FIRE</b>		<b>1,582,467</b>	<b>2,065,378</b>	<b>2,177,500</b>	<b>2,161,002</b>	

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	
<b>PERSONNEL SERVICES</b>						
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					
<b>TOTAL PERSONNEL SERVICES</b>		<b>18,262</b>	<b>52,926</b>	<b>34,319</b>	<b>60,729</b>	
<b>MAINT &amp; SUPPLIES</b>						
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
<b>TOTAL MAINT &amp; SUPPLIES</b>		<b>23,284</b>	<b>34,000</b>	<b>34,000</b>	<b>22,800</b>	
<b>PURCHASED SERVICES</b>						
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	3,620	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	
<b>TOTAL PURCHASED SERVICES</b>		<b>321,629</b>	<b>384,607</b>	<b>385,827</b>	<b>540,515</b>	
<b>NON-CAPITAL EXPENSE</b>						
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
<b>TOTAL NON-CAPITALIZED EXPENSE</b>		<b>11,866</b>	<b>5,150</b>	<b>5,150</b>	<b>14,900</b>	
<b>CAPITAL OUTLAY</b>						
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		
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>30,000</b>	<b>30,000</b>	<b>0</b>	
<b>TOTAL NON-DEPARTMENTAL</b>		<b>375,041</b>	<b>506,683</b>	<b>489,296</b>	<b>638,944</b>	

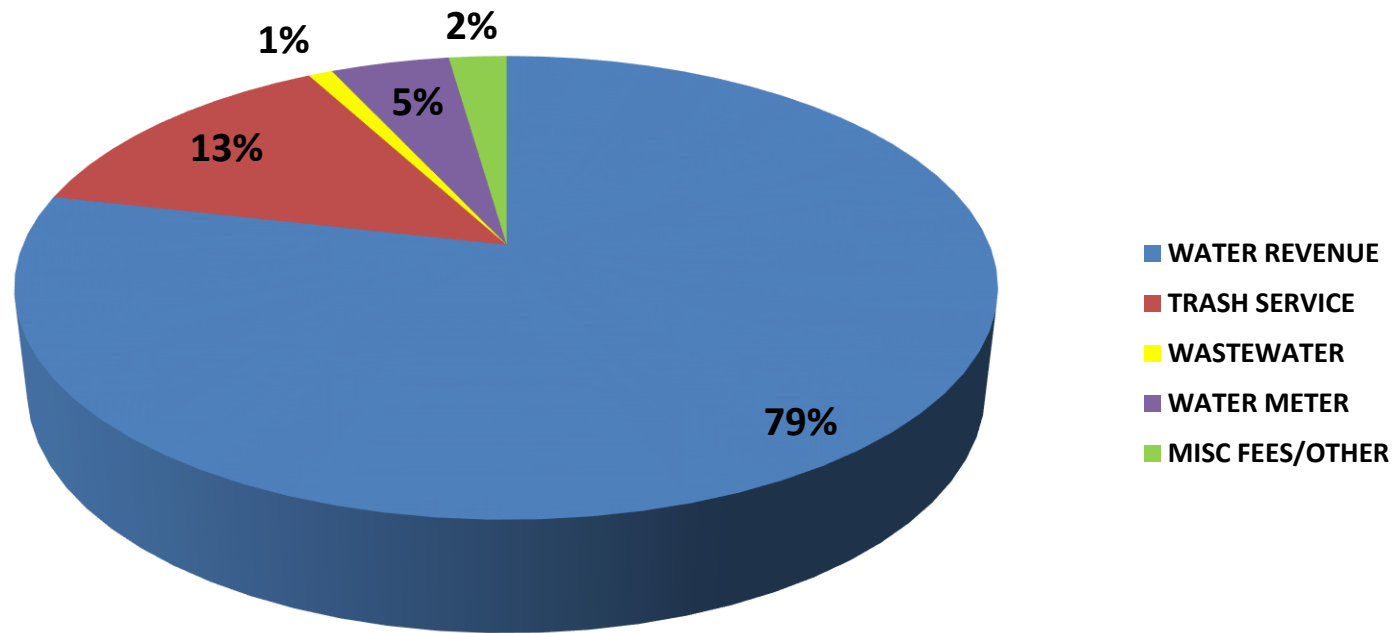


21 - CAPITAL IMPROVEMENTS	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>REVENUES</b>					
<b><u>FEES &amp; SERVICE CHARGES</u></b>					
4404 INTERGOV/3RD PARTY REV	244,414	106,480	6,223	106,480	Timing of Funding
<b>TOTAL FEES &amp; SERVICE CHARGES</b>	<b>244,414</b>	<b>106,480</b>	<b>6,223</b>	<b>106,480</b>	
<b><u>BOND PROCEEDS</u></b>					
4800 BOND PROCEEDS	0	0	5,855,000	0	Proceeds - New Debt
4810 BOND ISSUE PREMIUM			256,007		Premium - New Debt
<b>TOTAL BOND PROCEEDS</b>	<b>0</b>	<b>0</b>	<b>6,111,007</b>	<b>0</b>	
<b><u>MISCELLANEOUS REVENUE</u></b>					
4911 INTEREST INCOME	6,921	6,000	6,000	12,000	
4914 INSURANCE PROCEEDS	0	0	60,401	0	
<b>TOTAL MISCELLANEOUS REV</b>	<b>6,921</b>	<b>6,000</b>	<b>66,401</b>	<b>12,000</b>	
<b>***TOTAL REVENUES***</b>	<b>251,335</b>	<b>112,480</b>	<b>6,183,631</b>	<b>118,480</b>	

21 - CAPITAL IMPROVEMENTS PUBLIC WORKS DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>CAPITAL OUTLAY</b>						
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
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	
<b>TOTAL CAPITAL OUTLAY</b>		<b>589,134</b>	<b>3,516,215</b>	<b>3,569,691</b>	<b>13,151,361</b>	
<b>TOTAL PUBLIC WORKS</b>		<b>589,134</b>	<b>3,516,215</b>	<b>3,569,691</b>	<b>13,151,361</b>	

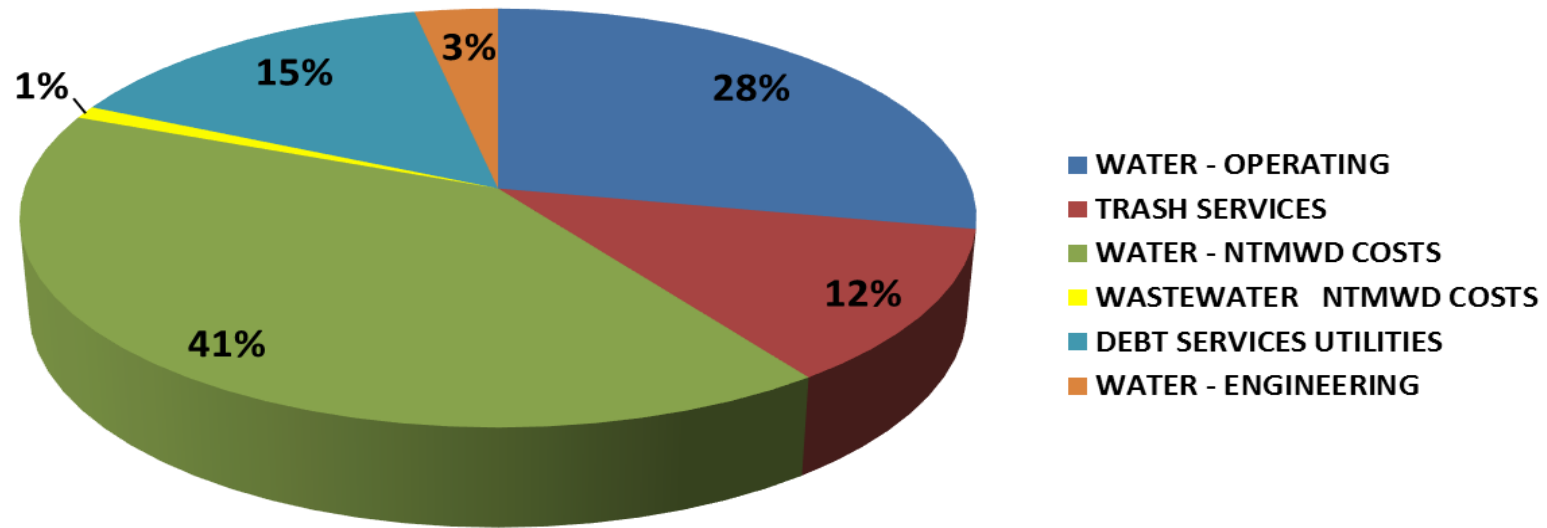
## Water Fund Revenue FY17/18

Total \$ 4,427,177



## Water Fund Expenditures FY17/18

Total \$ 4,363,641



**51 - WATER UTILITIES FUND**

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>REVENUES</b>						
<b><u>FEES &amp; SERVICE CHARGES</u></b>						
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		
<b>TOTAL FEES &amp; SERVICE CHARGES</b>		<b>3,927,574</b>	<b>3,930,121</b>	<b>3,967,871</b>	<b>4,378,427</b>	
<b><u>BOND PROCEEDS</u></b>						
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
<b>TOTAL BOND PROCEEDS</b>		<b>0</b>	<b>0</b>	<b>3,047,918</b>	<b>0</b>	
<b><u>MISCELLANEOUS REVENUE</u></b>						
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
<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>37,480</b>	<b>36,250</b>	<b>230,011</b>	<b>48,750</b>	
<b>*** TOTAL REVENUES ***</b>		<b>3,965,054</b>	<b>3,966,371</b>	<b>7,245,800</b>	<b>4,427,177</b>	

**51 - WATER FUND- Operations**

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b>DEPARTMENTAL EXPENDITURES</b>						
<b><u>PERSONNEL SERVICES</u></b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>594,046</b>	<b>522,536</b>	<b>555,753</b>	<b>594,471</b>	
<b><u>MATERIALS &amp; SUPPLIES</u></b>						
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	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>22,575</b>	<b>47,170</b>	<b>47,170</b>	<b>26,870</b>	
<b><u>MAINTENANCE &amp; REPAIR</u></b>						
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
<b>TOTAL MAINTENANCE &amp; REPAIR</b>		<b>104,703</b>	<b>175,780</b>	<b>334,980</b>	<b>147,149</b>	
<b><u>PURCHASED SERVICES:</u></b>						
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	45,000	Incl \$19K Impact Fee Update
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	
<b>TOTAL PURCHASED SERVICES</b>		<b>2,067,112</b>	<b>2,291,431</b>	<b>2,311,336</b>	<b>2,574,795</b>	
<b><u>GENERAL &amp; ADMIN SERVICES/TRANSFERS</u></b>						
6400-443	DUES/LICENSES	267	500	500		
6400-999	PILOT TRANSFER OUT	200,923	211,134	211,134	211,134	
<b>TOTAL GENERAL &amp; ADMIN SERVICES/TRANSF</b>		<b>201,190</b>	<b>211,634</b>	<b>211,634</b>	<b>211,134</b>	
<b><u>NON-CAPITAL EXPENSE</u></b>						
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
<b>DEPARTMENTAL EXPENDITURES</b>						
6400-416	IMPLEMENTS & APPARATUS	0	0	0	0	
6400-452	HARDWARE & TELECOM	660	0	0	0	
<b>TOTAL NON-CAPITAL EXPENSE</b>		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		
<b>TOTAL CAPITAL OUTLAY</b>		46,575	8,500	8,500	18,500	
<b>TOTAL WATER UTILITIES</b>		3,036,861	3,257,051	3,469,373	3,572,919	

## 51 - WATER FUND- Engineering

DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 PROPOSED BUDGET	DESCRIPTION
<b><u>PERSONNEL SERVICES</u></b>						
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	
<b>TOTAL PERSONNEL SERVICES</b>		<b>0</b>	<b>100,611</b>	<b>101,500</b>	<b>101,278</b>	
<b><u>MATERIALS &amp; SUPPLIES</u></b>						
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	
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>0</b>	<b>2,160</b>	<b>2,160</b>	<b>2,150</b>	
<b><u>PURCHASED SERVICES:</u></b>						
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	
<b>TOTAL PURCHASED SERVICES</b>		<b>0</b>	<b>69,762</b>	<b>74,762</b>	<b>35,471</b>	
<b><u>GENERAL &amp; ADMIN SERVICES/TRANSFERS</u></b>						
6409-443	DUES/LICENSES		1,625	1,625	1,125	See Detail Listing
<b>TOTAL GENERAL &amp; ADMIN SERVICES/TRANSFERS</b>		<b>0</b>	<b>1,625</b>	<b>1,625</b>	<b>1,125</b>	
<b><u>NON-CAPITAL EXPENSE</u></b>						
6409-411	FURNITURE		500	500		
6409-416	IMPLEMENTS & APPARATUS		500	500	500	
6409-452	HARDWARE & TELECOM		500	500		
<b>TOTAL NON-CAPITAL EXPENSE</b>		<b>0</b>	<b>1,500</b>	<b>1,500</b>	<b>500</b>	<b>-</b>
<b>8400-452 HARDWARE &amp; TELECOMM</b>						
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL WATER UTILITIES</b>		<b>0</b>	<b>175,658</b>	<b>181,547</b>	<b>140,524</b>	



**51 - WATER UTILITIES FUND**

<b>DEPARTMENTAL EXPENDITURES</b>		<b>2015-2016 FISCAL YEAR ACTUAL</b>	<b>2016-2017 ORIGINAL BUDGET</b>	<b>2016-2017 AMENDED BUDGET</b>	<b>2017-2018 PROPOSED BUDGET</b>	<b>DESCRIPTION</b>
<b><u>DEBT SERVICE</u></b>						
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
<b>TOTAL DEBT SERVICE</b>		<b>522,716</b>	<b>519,567</b>	<b>567,285</b>	<b>650,198</b>	
<b>TOTAL DEBT SERVICE</b>		<b>522,716</b>	<b>519,567</b>	<b>567,285</b>	<b>650,198</b>	

**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

<b>TOTAL PROPERTY TAXES</b>	<b>970,934</b>	<b>806,148</b>	<b>869,362</b>	<b>1,224,048</b>	
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<b>TOTAL REVENUES</b>	<b>970,934</b>	<b>806,148</b>	<b>869,362</b>	<b>1,224,048</b>	
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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

<b>TOTAL DEBT SERVICE</b>	<b>826,539</b>	<b>782,948</b>	<b>782,948</b>	<b>1,197,171</b>	
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# City of Lucas Council Agenda Request September 7, 2017

Item No. 10

Requester: Finance Director Liz Exum

## **Agenda Item:**

Second 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:**

This is the second of two required public hearings. The first public hearing will held on August 17, 2017. Consideration and action by the City Council will occur on September 21, 2017. The proposed tax rate for Fiscal Year 2017-2018 is as follows:

\$0.198696 for Maintenance and Operations  
\$0.119252 for Debt Service (Interest & Sinking)  
\$0.317948 Total Tax Rate

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

Rate as included in the proposed budget for FY 2017-2018.

## **Recommendation:**

Public hearing only; no action is required. The scheduled date to adopt the ordinance approving the tax rate for FY 2017-2018 is September 21, 2017.

## **Motion:**

NA



# City of Lucas

## City Council Agenda Request

### September 7, 2017

Item No. 11

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item:**

Provide update regarding the acquisition of land to expand the Lucas Community Park and consider options related to future expansion.

#### **Background Information:**

On July 12, 2017 letters were mailed to adjoining property owners of the Lucas Community Park to gauge interest if property owners were interested in selling one-half to one acre of land to increase the park size. The City received one phone call from a property owner who was not willing to sell but had some questions. A deadline of August 30, 2017 was given to respond, and there have been no other responses.

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

NA

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

NA

#### **Recommendation:**

Provide staff direction regarding further action on this item.

#### **Motion:**

NA



# City of Lucas

## City Council Agenda Request

### September 7, 2017

Requester: Councilmember Steve Duke  
Public Works Director/City Engineer Stanton Foerster

**Agenda Item:**

Discuss and provide information on ranking and scoring of the Statement of Qualifications received from the Request for Qualifications (#008-17) for engineering consulting services.

**Background Information:**

On April 13, 2017, a Request for Qualifications (#008-17) was posted on the City website. Interested engineering firms were asked to submit Statements of Qualifications if they were interested in being retained as a consultant for the City of Lucas. The SOQs were reviewed independently by Engineering Intern Bridgett Jackson, Engineering Technician Adam Gerster, Public Works Director/City Engineer Stanton Foerster, and Councilmember Steve Duke. Twelve SOQs were submitted to the City. One incomplete SOQ was rejected outright. The 1 to 10 scoring was averaged among the four reviewers for the other 11 SOQs with the following results:

<b>FIRM</b>	<b>SCORE</b>
BW2 Engineers, Inc.	9
Lakes Engineering, Inc.	9
Birkhoff, Hendricks, & Carter, LLC	9
KCI Technologies, Inc.	8
Kimley-Horn and Associates, Inc.	8
Lee Engineering, LLC	8
KSA Engineering, Inc.	7
D&S Engineering Labs, LLC	7
Mesa Design Associates, Inc.	7
Arredondo, Zepeda & Brunz, LLC	6
Adams Engineering & Development Consultants	5
EST	Incomplete

**Attachments/Supporting Documentation:**

1. Request for Qualifications (#008-17)
2. Blank Scoring Sheet

**Budget/Financial Impact:**

NA



# City of Lucas

## City Council Agenda Request

### September 7, 2017

Item No. 12

#### **Recommendation:**

Public Works Director/City Engineer Stanton Foerster is planning to seek proposals from (or has engaged) firms receiving a score of eight or higher for the following Public Works projects:

BW2 Engineers, Inc.

North Pump Station Water Tower  
Parker Road Waterline Phase 2  
Parker Road Waterline Phase 3T

Lakes Engineering, Inc.

Blondy Jhune Road Middle and East Sections

Birkhoff, Hendricks, & Carter, LLC

Winningkoff Reverse Curve  
W. Lucas Road/Stinson Road Intersection  
Winningkoff Road Middle Section

KCI Technologies, Inc.

Stinson Road Southern Section

Kimley-Horn and Associates, Inc.

On-Call Engineering

Lee Engineering, LLC

On-Call Engineering

#### **Motion:**

NA



## **REQUEST FOR QUALIFICATIONS # 008-17**

### **INSTRUCTIONS FOR SUBMISSION OF STATEMENTS OF QUALIFICATIONS FOR ENGINEERING CONSULTING SERVICES WITH THE CITY OF LUCAS**

#### **I. Introduction**

The City of Lucas is accepting Statements of Qualifications (SOQ) from qualified firms to establish a list of approved firms to provide professional engineering services in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. This SOQ provides interested firms with the information necessary to prepare and submit their qualifications for consideration.

The selected firms will be retained for a period of three years, with the option to renew for an additional two years at the discretion of the city, for a possible full term of five years. Projects ready for design during the three-year period will be assigned to a firm on the approved list by the City Engineer or designee. Upon assignment of a project, the firm will be requested to provide a proposal for review and approval by the City. A consulting fee will be negotiated based upon the design or study proposal. The project proposal shall include an Opinion of Probable Cost for construction of the project, if applicable.

#### **II. Scope of Services**

Provide a full-service engineer team for engineering design and/or contract documents suitable for bidding purposes. Construction project types may include, but are not limited to the following: roadway construction, roadway reconstruction, water infrastructure, wastewater infrastructure, storm sewer, transportation infrastructure, all-purpose trails, parks, lighting, and landscaping. Provide a full-service engineer regiment for infrastructure master plans, engineering studies, project scheduling, and cost estimating. Construction-phase services are included in the scope for each project type, as appropriate.

#### **III. Insurance**

All resonances must submit proof of insurance with the SOQ. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Upon selection, the City of Lucas shall be listed as an Additional Insured.

#### **IV. Submittals**

The SOQ is limited to seven sections with a total of nine pages plus attachments for resumes and proof of insurance. The minimum font size is 12 for the seven sections. The City may select multiple firms for each discipline depending on expected project needs during the next three to five years. For an SOQ to be considered responsive, the following information shall be included at a minimum in the following sections:

1. Qualifications and relevant project/study experiences of your firm in cities with populations less than 30,000. (One Page)
2. Qualifications and relevant project/study experiences of your firm with projects with a construction budget less than \$2,000,000 (Two Pages)
3. Reference contact information, including name, phone number, and address. The City reserves the right to check references from the list submitted. (Two Pages)
4. Length of time in business, business history, and description or details of quality assurance program information. (One Page)
5. If your firm has conducted business with the City of Lucas previously, please list the project(s). (One Page)
6. A list of specific services your firm is prepared to provide and ability to provide the services in a timely manner. (One Page)
7. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable. (One Page)

Attachment A – Resumes for the proposed project manager and other key personnel. Team roles and responsibilities for the various disciplines of engineering shall be identified. Note that team leadership tenure may factor into firm selection. All team members must be in good standing with the respective Texas professional governing board (e.g., TBPE, TBPG,). (Two Pages Per Resume)

Attachment B – Proof of Insurance

#### **V. Evaluation Criteria**

The selection of firms to be placed on the qualified firms list will be based on the evaluation criteria listed below. The City reserves the right to select an appropriate number of firms, as determined by the City, to meet the City's projected needs for the next three to five years. The decision by the City is final:

1. Qualifications and relevant project/study experiences of the firm in cities with populations less than 30,000 (25%)
2. Qualifications and relevant project/study experiences of the firm with projects with a construction budget less than \$2,000,000 (25%)
3. References (10%)



4. Business history and quality assurance (10%)
5. Experience with Lucas (20%)
6. Location (10%)

## **VI. Interviews and Presentations**

Requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the SOQ. However, the City of Lucas reserves the right to conduct interviews with, and request presentations from any, all or some respondents.

## **VII. Submission**

Facsimile submissions will not be accepted. Submission by email will accepted if in PDF file format and must be submitted to [lmaduro@lucastexas.us](mailto:lmaduro@lucastexas.us) and [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us).

Submissions mailed or hand delivered to city hall shall include the following: one bound original, one unbound copy, and one PDF digital copy. Submissions shall be in one package and marked plainly as:

CITY OF LUCAS  
RFQ # 008-17  
ENGINEERING CONSULTANT SERVICES  
Purchasing Coordinator  
LUCAS CITY HALL  
665 COUNTRY CLUB ROAD  
LUCAS, TX 75002-7651

All proposals shall be delivered to the address above no later than 2:00 P.M. on Friday, April 28, 2017. Submissions received after this time will not be opened and destroyed.

The City will coordinate all activities of the Professional Services contract that may result from this RFQ.

## **VIII. Questions**

The City of Lucas requires all questions relating to this RFQ directed via email to Linezka Maduro, Purchasing Coordinator, at [lmaduro@lucastexas.us](mailto:lmaduro@lucastexas.us) by noon on Wednesday, April 26, 2017. No questions will be answered via the telephone.

Reviewer:							Date:	
FIRM	Submittal Complete	Insurance	Section 1 Section 6 Section 7	Section 2 Section 6 Section 7	Section 3 Section 6 Section 7	Section 4 Section 6 Section 7	Section 5 Section 6 Section 7	
			Qualifications and relevant project/study experiences of the firm in cities with populations less than 30,000 (25%)	Qualifications and relevant project/study experiences of the firm with projects with a construction budget less than \$2,000,000 (25%)	References (10%)	Business history and quality assurance (10%)	Experience with Lucas (20%)	Location -- Distance from Lucas (10%)
Please place a "Yes" or "No" in the first two columns if the submittal is complete, responsive, and the firm included their insurance document.			Based on a scale from 1 to 10 with 10 being the highest, please place a numerical value for how the firm answered the questions as the answer relates to City of Lucas.					
	Yes or No	Yes or No	1 to 10	1 to 10	1 to 10	1 to 10	1 to 10	1 to 10
<b>Adams</b>								
<b>AZ&amp;B</b>								
<b>Birkhoff</b>								
<b>BW2</b>								
<b>D&amp;S</b>								
<b>EST</b>								
<b>KCI</b>								
<b>Kimley Horn</b>								
<b>KSA</b>								
<b>Lakes</b>								
<b>Lee</b>								
<b>Mesa</b>								



# City of Lucas

## City Council Agenda Request

### September 7, 2017

Item No. 13

Requester: Public Works Director/City Engineer Stanton Foerster

#### **Agenda Item:**

Consider authorizing the City Manager to enter into an agreement for Professional Services with Baxter I.T. beginning October 1, 2017, for all aspects of the maintenance and operations of the computer and information technology network including both hardware and software at 1) an initial monthly rate of \$6,024.00, 2) plus on-call work based on an hourly rate between \$95 and \$135, and 3) an initial monthly rate of \$1333.63 for Cloud Services. All of these rates may be adjusted by the City Manager per the requirements stated in the agreement.

#### **Background Information:**

Baxter I.T. has been providing technology and networking professional services to the City of Lucas since 2007. This agreement formalizes the understanding between the City and the consultant and is for a period of three years. The contract can be terminated with a 30-day written notice.

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

1. Agreement of Professional Services with Baxter I.T.

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

This agreement is contemplated and fully funded in the FY 17-18 Budget under item 11-6999-305 and 306.

#### **Recommendation:**

Staff recommends entering into this agreement.

#### **Motion:**

I make a motion to authorize the City Manager to enter into an Agreement for Professional Service with Baxter I.T. starting on October 1, 2017, for all aspects of the maintenance and operations of the computer and information technology network including both hardware and software at 1) an initial monthly rate of \$6,024.00, 2) plus on-call work based on an hourly rate between \$95 and \$135, and 3) an initial monthly rate of \$1333.63 for Cloud Services. All of these rates may be adjusted by the City Manager per the requirements stated in the agreement.

STATE OF TEXAS                   §  
   §       **AGREEMENT FOR INFORMATION**  
COUNTY OF COLLIN       §       **TECHNOLOGY SUPPORT AND MAINTENANCE**

This Agreement for Information Technology Support and Maintenance (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Baxter I.T. Consulting Services (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Professional desires to render services relating to all aspects of the maintenance and operations of the City’s computer and information technology network, including both hardware and software, as more particularly described in the Scope of Services which is attached hereto and incorporated herein as Exhibit “A” (the “Project”);

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1     This Initial Term Agreement shall commence on the last date of execution hereof or October 1, 2017, whichever is later (“Effective Date”), and shall continue September 30, 2018, unless sooner terminated as provided herein.

1.2     This Agreement shall automatically renew for two (2) additional one (1) year terms (each a “Renewal Term”) unless either Party provides written notice to the other Party of its intent not to renew the Agreement ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as the case may be.

1.2     Either Party may terminate this Agreement by giving ninety (90) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

## **Article II Contract Documents**

2.1. This Agreement consists of the following items:

- (a) this Agreement; and
- (b) the Scope of Services.

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

## **Article III Scope of Service**

3.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

3.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

3.3 Upon execution of this Agreement the City has the right to use the Professional’s instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City’s Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City’s consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services.

## **Article IV Schedule of Work**

Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule mutually established by Professional and the City, and as outlined in the Scope of Services.

## **Article V Compensation and Method of Payment**

5.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report (if requested by the City) and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

5.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

## **Article VI Devotion of Time; Personnel; and Equipment**

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

6.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

6.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VII Miscellaneous**

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

7.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

7.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City:

Joni Clarke  
City Manager  
City of Lucas, Texas  
665 Country Club Road  
Lucas, Texas 75002  
Telephone: 972-727-8999

With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
1800 Ross Tower  
500 North Akard  
Collin, Texas 75201  
Telephone: 214.965.9900

If intended for Professional:  
Donna M. Baxter, Director  
William M. Baxter, Director  
372 Town Place  
Fairview, Texas 75069  
Telephone: 972-886-4214

7.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written



notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

**7.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**7.11 Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Joni Clarke  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(09-01-2018/89745)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**Exhibit “A”**  
**Scope of Services**



BAXTER I.T. CONSULTING SERVICES

# EXIBHIT A, LETTER OF AGREEMENT

Services Agreement for Information Technology  
Support and Maintenance

William Baxter  
wbaxter@baxterit.com



## SERVICES AGREEMENT FOR INFORMATION SERVICES

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## SERVICES AGREEMENT FOR INFORMATION SERVICES

### Agreement Summary

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

BAXTER I.T. shall be contracted by CITY to serve as its information technology services and support consultant. In said role BAXTER I.T. shall provide the support and maintenance services for the following hardware, software, and related technologies:

- Network equipment (routers, switches, hubs, wireless access points)
- Telephone System, Card Access System, Video Security System
- Computer Equipment (servers, desktop, laptop PC's, Printers, scanners)
- Authorized mobile computing equipment (Cell Phones, Tablets, etc)
- Audio/Visual support and maintenance
- Card Access system support and maintenance
- Application liaison Technical Services for non-Microsoft 3<sup>rd</sup> party applications such as Tyler-Incode, Laserfiche, etc.
- Application support/maintenance for Microsoft Active Directory and other Microsoft products related to Microsoft's security and networking components.
- Application support for Microsoft Exchange Server and E-mail system
- Technology security monitoring and proactive security management

**In this role, BAXTER I.T. will engage in the following activities:**

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



## SERVICES AGREEMENT FOR INFORMATION SERVICES

### Section 1: Scope of Support

**1a:** Baxter I.T. will provide support and maintenance services for all current computer related devices for the following departments; City and Fire. Baxter IT. will maintain an inventory of all supported equipment that reflects supported equipment

**1b:** Projects which include new hardware or software implementations, hardware or software upgrades will be considered in-scope and fully supported.

**1c: Current Inventory 2017 (Jun. 2017)**

Item	Count	Item	Count
Users (Licensed)	94	Switches	7
Laptops/Desktops	24/34	Security Devices	4
Co. Cell Phones	29	Access (WiFi) Points	9
Physical Servers	4	Telephone Systems	1
Virtual Servers	7	Telephones	42
Critical Apps	8	Card Access Systems	2
Routers	2	Card Access Doors	20
Video Camera Systems	3	Video Cameras	33

**1d:** Inventory levels will be determined by CITY and BAXTER I.T. Specific inventory will be tracked by the BAXTER I.T. and provided to the City's representatives on a semiannual basis.

### Section 2: Baxter I.T. Security Clearance

**2a: Criminal Justice Information Services:** BAXTER I.T. will maintain security screening for all Baxter IT staff per the tenants outlined in the CJIS Security Policy

### Section 3: Contracted and Non-Contracted Fees

**3a:** BAXTER I.T. will be contracted at a flat rate fee for services. Fee to be paid in equal monthly installments of \$6024.00. Fees are for professional services only.

**3b:** Fees do not include purchase price for hardware, software, or any fees for non-BAXTER I.T. services.

**3c:** City is responsible for all software licensing fees

**3d:** Growth or change of the CITY's I.T. infrastructure, new technologies, cost of living, and CITY personnel additions may cause to increase or decrease the professional services fees charged by BAXTER I.T. Any changes would be negotiated on an annual basis during the next year's budget development cycle beginning in April of each year.





## SERVICES AGREEMENT FOR INFORMATION SERVICES

1. Effective after the 2017/18 budget year, additional User that use and access the Lucas network will increase the cost of support by \$60/per user per month

**3e: Discounted Rate:** For non-contracted services, BAXTER I.T. will discount its hourly rate from \$135. to \$95. for all work requested by the CITY

1. Examples of non-contracted services
  - a. Add a card access reader to a new door that is past the 1 year warranty
  - b. Replace Telephone system with a different model
  - c. Add video cameras to existing or new video system, replace DVR system
  - d. Install / replace network cabling
  - e. Replace/ install audio video equipment

**3f: Cloud Services:**

1. Cloud services fees are charged separately from the support and maintenance fees.
2. Cloud services are contracted at a flat rate of \$1333.63/month

Cloud Services
Cloud Computer Antivirus Software, Desktop Security Software
Cloud Backup Critical Data and Application Disaster Recovery
Cloud Barracuda Spam Email Filtering Security, Email Continuity Services
Cloud Barracuda Security Message Archiver

## Section 4: Communications

**4a:** BAXTER I.T. shall hold periodic conferences with CITY, or its representative(s), to benefit from the CITY's experience and knowledge of existing needs, goals, and assets, and to make the I.T. investments as consistent as is reasonably practicable with the CITY'S current policies and standards.

**4b:** BAXTER I.T. will not do any technology work outside the scope of this agreement without first getting written authorization or Purchase Order from the CITY.

**4c:** If emergency work is required and a designated CITY representative is not available to approve chargeable work outside the scope of this agreement, BAXTER I.T. will provide services to the best of their abilities and communicate with the CITY as soon as possible.

**4d:** Baxter I.T. will provide monthly reports on support and maintenance activities to the CITY

## Section 5: Software and Hardware Licensing

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



## SERVICES AGREEMENT FOR INFORMATION SERVICES

### Section 6: Confidentiality

BAXTER I.T. will perform and complete its work in a good and workmanlike manner. BAXTER I.T. shall not, either during or after the term of this agreement, disclose to any third party, any confidential information relative to the work or the business of CITY, without the written consent of CITY, except to the BAXTER I.T.'s subcontractors. CITY's representative shall at all times have access to the work for the purpose of inspecting the work and determining that the work is being performed in accordance with the terms of this agreement.

### Section 7: Role and Access

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

### Section 8: Agreement Scope and Indemnity

**8a:** This agreement represents the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by both of the parties.

**8b:** In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**8c:** This entire CONTRACT is performable in Dallas County, Texas, and the venue for any action related, directly or indirectly, to this CONTRACT or in any manner connected therewith shall be Dallas County, Texas, and this CONTRACT shall be construed under the laws of the State of Texas.

**8d:** CITY and BAXTER I.T. each binds himself and his successors, executors, administrators and assigns to any other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither CITY nor BAXTER I.T. shall assign, sublet or transfer its interest in this agreement without the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent or employee of CITY or BAXTER I.T..



## SERVICES AGREEMENT FOR INFORMATION SERVICES

**8e:** BAXTER I.T. agrees to indemnify and hold harmless CITY and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, which directly arise out of BAXTER I.T.'s breach of any of the terms or provisions of this agreement, or by any other negligent act, error or omission of BAXTER I.T., its agents, servants, employees, subcontractors, or any other persons or entities for whose acts BAXTER I.T. is legally liable.



## SERVICES AGREEMENT FOR INFORMATION SERVICES

### Section 9: Hiring of BAXTER I.T. Employees

**9a:** During the term of this service agreement and for a period of six (6) months after the termination of this agreement the CITY agrees to not directly or indirectly solicit or hire any of the individuals who were employed by BAXTER I.T. and that worked directly with the CITY at any time during the term of this agreement. If the CITY hires any of such IT Professionals, the CITY agrees to pay BAXTER I.T. an amount equal to his or her average annualized compensation for the immediate preceding 12 months.

### Section 10: Limitations on Liability

**10a:** The CITY expressly understands and agrees that BAXTER I.T. shall not be liable for any direct, indirect incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, content or other intangible losses, resulting from: the use or the inability to use the service, content and/or any information; or any other matter relating to the services even if we have been notified of the possibility of such damages. Further, the CITY expressly understands and agrees that BAXTER I.T. sole and exclusive liability to the CITY, inclusive of legal fees and costs, under the agreement or in connection with the performance or failure to perform the services provided herein shall in no event exceed the actual fees charged and actually received by BAXTER I.T. from the CITY for the period of one (1) month prior to the date of the claim. The existence of more than one claim suit or proceeding shall not expand or enlarge the limitation of liability.



# City of Lucas Council Agenda Request September 7, 2017

Item No. 14

Requester: Mayor Pro Tem Kathleen Peele

## **Agenda Item:**

Consider cancelling the October 5, 2017 City Council meeting.

## **Background Information:**

At the October 5, 2017 City Council meeting, Mayor Olk, Councilmember Millsap and City Manager Joni Clarke will be absent. Staff is proposing that this City Council meeting be cancelled.

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request September 7, 2017

Item No. 15

Requester: Mayor Pro Tem Kathleen Peele

## **Agenda Item:**

Consider approving Resolution R 2017-09-00465 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors.

## **Background Information:**

The Collin Central Appraisal Districts five Board of Directors are appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. Eligible candidates must be a resident of the district for at least two years immediately preceding the date they take office and each Board of Director will serve a two-year term beginning January 1, 2018.

Nominations must be made in an open meeting by approved written resolution and received by the Appraisal District no later than October 14, 2017. Ballots for voting will be sent out after conclusion of the nominating process.

## **Attachments/Supporting Documentation:**

1. Letter from Collin Central Appraisal District and Director Qualifications
2. Resolution R 2017-09-00465

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

I make a motion to nominate \_\_\_\_\_ to the Collin Central Appraisal District Board of Directors.



# Collin Central Appraisal District

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August 14, 2017

Stacy Henderson, City Secretary  
City of Lucas  
665 Country Club Rd.  
Lucas, TX 75002

RE: Election of Collin Central Appraisal District Board of Directors

Dear Ms. Henderson:

In accordance with the Texas Property Tax Code, Section 6.03, the Appraisal District's five directors are to be appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. If a taxing unit has zero votes to cast in the election, as shown below, they are still entitled to nominate candidates for the board.

Your nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be delivered to the Chief Appraiser by October 14, 2017. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

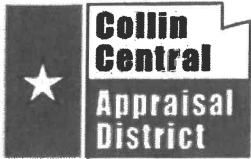
Please be advised that the City of Lucas will have 6 votes to cast in the election of the Board of Directors for the Central Appraisal District of Collin County. At the conclusion of the nominating process we will send each voting taxing unit, with at least one vote to cast, a ballot with voting instructions.

The District's Board of Directors serve two year terms, beginning January 1, 2018.

Sincerely,

Bo Daffin  
Chief Appraiser

Enclosure



# Collin Central Appraisal District

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## DIRECTOR QUALIFICATIONS

An appraisal district director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office.

A person may serve on the governing body of a taxing unit in the appraisal district that is; a city councilman, school board trustee, county commissioner, or other board member, and still be eligible to serve as a director. The common-law doctrine of incompatibility (holding offices that have conflicting demands on the holder) does not prohibit the same person from holding both offices. There is no limit to the number of elected officials that may serve on the board.

An employee of a taxing unit within the appraisal district may not serve as a director. The only time that a taxing unit's employee may serve is if that employee is also an elected official or member of the governing body. For example, a city councilman who is employed as the school business manager may serve as a director.

A person may not serve as a director if he or she is related to someone who appraises property for use in proceedings before the appraisal review board or in subsequent court proceedings, or represents property owners in such proceedings.

A person may not serve on the board of directors if that person has a substantial interest in a business entity which has a contract with the appraisal district or, in the case of a taxing unit, has a contract related to the performance of an activity governed by the Tax Code. (Example- a partner in a law firm engaged in collecting delinquent taxes for a taxing unit.)

In considering individuals to serve as directors, taxing units should look for expertise in such areas as accounting, finance, management, personnel administration, contracts, computers, real estate, or taxation.





## RESOLUTION R-2017-09-00465

[Collin Central Appraisal District Board of Director Nominations]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS,  
NOMINATING CANDIDATES TO THE BOARD OF DIRECTORS OF THE  
CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Central Appraisal District of Collin County is charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin County Appraisal District; and

**WHEREAS**, the City of Lucas, Texas is entitled one to five candidates for election to the Board of Directors of the Central Appraisal District of Collin County;

**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 hereby nominate the following candidate(s) for election to the Board of Directors of the Central Appraisal District of Collin County.

Candidate(s):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**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 7th day of September 2017.

CITY OF LUCAS, TEXAS:

ATTEST:

\_\_\_\_\_  
Kathleen Peele, Mayor Pro Tem

\_\_\_\_\_  
Stacy Henderson, City Secretary



# City of Lucas Council Agenda Request September 7, 2017

Item No. 16

Requester: Mayor Pro Tem Kathleen Peele

## **Agenda Item:**

Consider setting a date for the evaluations of the City Manager and City Secretary.

## **Background Information:**

Evaluations of the City Manager and City Secretary typically take place in September of each year. Due to scheduling, September 21, November 16 and December 21, 2017 are possible dates to consider for evaluations to be conducted.

The following dates reflect City Councilmember scheduling conflicts:

September 21 – All Councilmember present  
October 5 – Mayor Olk, Councilmember Millsap and City Manager Joni Clarke will be absent  
October 19 – Councilmember Baney will be absent  
November 2 – Councilmember Duke will be absent  
November 16 – All Councilmembers present  
December 7 – Mayor Olk will be absent  
December 21 – All Councilmembers present

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request September 7, 2017

Item No. 17

Requester: Mayor Pro Tem Kathleen Peele

## **Agenda Item:**

### **Executive Session:**

An Executive Session is not scheduled for this meeting.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA