



AGENDA

City of Lucas City Council Special Meeting August 22, 2019

7:05 PM

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

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

Notice is hereby given that a special meeting of the Lucas City Council will be held on Thursday, August 22, 2019 at 7:05 pm (or immediately following the Lucas Fire Control, Prevention and EMS District 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 Citizen 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 to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizen Input (Mayor Jim Olk)

Community Interest

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

2. Items of Community Interest. (Mayor Jim Olk)

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended 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. Consent Agenda:
 - 3A. Consider approving R-2019-08-00486 adopting the City of Lucas Investment Policy.
(Finance Director Liz Exum)

- 3B. Consider authorizing the City Manager to enter into a right of way use license and hold harmless agreement with Justin and Angela Himmelreich for the use of a 60-foot by 1.819-acre public right-of-way dedication adjacent to the southern property line of 2515 Orr Road. (Development Services Director Joe Hilbourn)

Public Hearing Agenda

4. Public Hearing Agenda:
- 4A. Public hearing to consider the tax rate for Fiscal Year 2019-2020. (Finance Director Liz Exum)
- Conduct public hearing
 - No action necessary, discussion item only
- 4B. Public hearing to consider the budget for Fiscal Year 2019-2020. (Finance Director Liz Exum)
- Conduct public hearing
 - No action necessary, discussion item only

Regular Agenda

5. Consider authorizing the City Manager to enter into a development agreement with the Daniel L. Strong Revocable Living Trust for the property located at 1090 Ingram Lane, Strong Farms, Blk A, Lot 2 approving the removal of a billboard and appropriating \$15,000 to account 51-6400-309 Professional Services from unrestricted General Fund Reserves, and waiving water service impact fees in the amount of \$4552.80. (Development Services Director Joe Hilbourn)

Executive Session Agenda

Pursuant to 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 regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

6. Executive Session: An Executive Session is not scheduled for this meeting.
7. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on August 15, 2019.

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 City Secretary Stacy Henderson at 972.912.1211 or by email at shenderson@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

August 22, 2019

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request August 22, 2019

Requester: Mayor Jim Olk

Agenda Item Request

2. 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 August 22, 2019

Item No. 03

Requester: Finance Director Liz Exum, Development Services Director Joe Hilbourn

Agenda Item Request

3. Consent Agenda:
 - A. Consider approving R-2019-08-00486 adopting the City of Lucas Investment Policy.
 - B. Consider authorizing the City Manager to enter into a right of way use license and hold harmless agreement with Justin and Angela Himmelreich for the use of a 60-foot by 1.819-acre public right-of-way dedication adjacent to the southern property line of 2515 Orr Road.

Background Information

Agenda Item 3A:

Public Funds Investment Act, Government Code Chapter 2256 requires the Investment policy to be reviewed and approved on an annual basis. The City last made amendments to the Investment Policy on September 20, 2018. No amendments are being proposed to the policy by the City nor being required due to a change in legislation.

Attachments/Supporting Documentation

1. Resolution R-2019-08-00486 Investment Policy
2. Investment Policy
3. Right of way use license and hold harmless agreement for 2515 Orr Road

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



RESOLUTION R-2019-08-00486
[Approving Public Funds Investment Policy]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, REVIEWING AND APPROVING THE CITY’S OFFICIAL PUBLIC FUNDS INVESTMENT POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2256.005(e) of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control and to review said written investment policy on an annual basis; and

WHEREAS, on September 3, 2015, by Resolution R 2015-09-00439 the City Council approved and adopted a written investment policy for the City of Lucas regarding investment of public funds; and

WHEREAS, the City Council has been presented the existing and duly approved Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit “A: and incorporated herein by reference; and

WHEREAS, the City Council has reviewed the Public Funds Investment Policy attached herto as Exhibit “A” and the investment strategies contained therein and finds that it is consistent with prudent fiscal policy.

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 has reviewed the Public Funds Investment Policy attached hereto as Exhibit “A” and the investment strategies contained therein.

SECTION 2. The Public Funds Investment Policy as contained in Exhibit “A” attached hereto shall be the official policy of the City of Lucas regarding investment of public funds.

Section 3. 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 22nd day of August, 2019.

City of Lucas, Texas

ATTEST

Jim Olk, Mayor

Stacy Henderson, City Secretary

CITY OF LUCAS
INVESTMENT POLICY



INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Lucas (the "City") in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The Lucas City Council shall review its investment strategies and policy not less than annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Government Code chapter 2256, (the "PFIA") to define, adopt and review a formal investment strategy and policy.

INVESTMENT POLICY

I. SCOPE

This Investment Policy applies to all financial assets of City of Lucas. The funds are accounted for in City's Comprehensive Annual Financial Report (CAFR) and include (but are not limited to):

- General Fund
- Water Fund
- Debt Service Fund
- Capital Projects Fund

II. OBJECTIVES

The City of Lucas shall manage and invest its cash with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City of Lucas shall utilize cash management procedures which include collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is

defined as the process of managing monies in order to ensure maximum cash availability and interest earnings on short-term investment of idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The investment portfolio shall be structured such that the City of Lucas is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, maintaining adequate levels of highly liquid investments and by investing in securities with active secondary markets.

Public Trust

In addition to achieving the stated objectives, all participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

Yield

The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies. To determine portfolio performance, this Policy established "weighted average yield to maturity" as the standard calculation.

INVESTMENT STRATEGY

The City of Lucas maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating fund and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term investments that will complement each other in a ladder or barbell maturity structure with a maximum maturity of two years. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the debt service payment date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities with a maximum maturity of five years. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of investments held should not exceed the estimated project completion date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

III. RESPONSIBILITY AND CONTROL

Delegation of Authority and Training

The City Manager and Finance Director are designated as Investment Officers for the City of Lucas. The City Manager shall approve all strategic investment programs prior to implementation. The City's Finance Director is responsible for day-to-day cash management activities, including, but not limited to, transfers between the City's primary depository and authorized local government investment pools. The City's Finance Director shall establish procedures for the operation of the cash management and investment programs, consistent with this Investment Policy.

In order to ensure qualified and capable investment management, each Investment Officer shall attend at least one training session, from an independent training source, and containing at least 10 hours of instruction relating to the Officer's responsibility under the PFIA within 12 months after assuming duties. Thereafter, each Investment Officer shall additionally attend at least one training session, from an independent training source, and containing at least 8 hours of instruction relating to the Officer's responsibility under the PFIA not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

The approved independent sources of training are: Government Finance Officers' Association of Texas, Government Treasurers' Organization of

Texas, Government Finance Officers' Association, University of North Texas, and the Texas Municipal League.

Internal Controls

The City's Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Lucas are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City's Finance Director shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

Prudence

The standard of prudence to be applied to the Investment Officers shall be the "prudent person" rule, which states: "Investments shall be made with

judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written City's Investment Policy.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately to the City Attorney and the Council and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair the ability to make impartial investment decisions and shall disclose to the City Attorney and Council any material financial interests in financial institutions that conduct business with the City. They shall further disclose positions that could be related to the performance of City's portfolio. Investment Officers shall subordinate their personal financial transactions to those of City of Lucas, particularly with regard to timing of purchases and sales.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an

individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City of Lucas.

Quarterly Reporting

The Investment Officers shall submit a signed quarterly investment report, crafted in compliance with the PFIA, to the City Manager and the Lucas City Council, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment instruments, maturities, risk characteristics, and shall explain the total investment return for the quarter.

At the end of the fiscal year, the Investment Officers shall include information incorporating the full year's investment portfolio activity and performance.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City of Lucas to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period by maturity date.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of investments for the period.
- C. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.

- D. Listing of investments held by fund.
- E. The percentage of the total portfolio which each type of investment represents.
- F. Statement of compliance of City's investment portfolio with State Law and the Investment Strategy and Policy approved by the governing bodies.

Active Portfolio Management

The City of Lucas shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

The City is not required to liquidate investments that were authorized investments at the time of purchase but no longer meet one or more requirements of this Policy.

Not less than quarterly, the Investment Officer will obtain the current credit rating for each held investment from a reliable source to ensure that the investment has maintained the required minimum rating. An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City of Lucas shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

Investments

The City's assets may be invested in the following instruments.

1. Authorized

- A. Obligations, including letters of credit, of the United States of America, or its agencies and instrumentalities, including the Federal Home Loan Banks.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
- E. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or National Credit Union Share Insurance Fund or their successors, b) is secured by obligations described in Section V. SAFEKEEPING AND CUSTODY and in a manner and amount provided by law for deposits of the City of Lucas, or c) is executed through a depository institution or an approved broker that has its main office or a branch office in Texas that meets the requirements of the PFIA.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the City's Finance Director, other than an agency for the pledger. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.

- G. Texas local government investment pools that seek to maintain a stable dollar asset value, would be described as “government” portfolios, are specifically authorized by the governing body of the City of Lucas, and comply with the requirements of State law.
- H. Investment pools that provide fixed maturity, fixed yield investments, are specifically authorized by the governing body of the City of Lucas, and comply with the requirements of State law.
- I. SEC registered, no load, government money market mutual funds that comply with the requirements of State law.

2. Not Authorized

The City’s authorized investment options are more restrictive than those allowed by State law. State law specially prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

3. Holding Period

The City of Lucas intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of

investments of City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

4. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments.
- C. All investment funds shall be placed directly with qualified investment providers as authorized by this Investment Policy and the PFIA.

IV. SELECTION OF QUALIFYING INSTITUTIONS

All financial institutions, broker/dealers and investment providers who desire to become qualified for investment transactions must provide an Investment Provider Certificate in compliance with the PFIA.

Primary Depository

In compliance with State legislation, a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the City's Finance Director shall conduct a review of prospective depository's credit characteristics and financial history.

Broker/Dealers

For broker/dealers of investment securities, the City of Lucas may select any dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers." Other non-primary firms may be utilized if analysis reveals that such firms are adequately financed to conduct public business. Any broker/dealer must have been authorized by the City Council to execute transactions with on behalf of the City prior to any such transaction.

V. SAFEKEEPING AND CUSTODY

Insurance and Collateral

All depository deposits shall be insured or collateralized in compliance with applicable State law. The City of Lucas reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as the City's depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define The City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the depository and the City of Lucas contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or authorized Committee of the depository and a copy of the meeting minutes must be delivered to the City of Lucas to the attention of the Finance Director; and
- The Agreement must be part of the depository's "official record" continuously since its execution.

Insurance, Pledged Collateral or Purchased Securities - With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of the City's funds with eligible depositories shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the "purchased securities" in each agreement. Collateral pledged and purchased securities shall be held at an independent safekeeping agent approved by the City and reports of said securities reviewed at least monthly to assure the market value equals or exceeds the related City of Lucas investment.

Evidence of the pledged collateral shall be maintained by the City's Finance Director or a third-party financial institution.

Custodial Agreement

Collateral pledged to secure City of Lucas deposits shall be held by a safekeeping institution in accordance with a custodial agreement which clearly defines the procedural steps for gaining access to the collateral should City determine that its funds are in jeopardy. The custodial institution, or Custodian, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. A custodial receipt shall be issued to the City of Lucas listing the specific investment, CUSIP, rate, maturity, and other pertinent information.

Collateral Defined

The City of Lucas shall only accept the following as collateral:

- A. FDIC insurance coverage.
- B. A bond, certificate of indebtedness, debenture or letter of credit of the United States or its agencies and instrumentalities, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States or its agencies and instrumentalities.

- C. Obligations, the principal and interest on which, are conditionally guaranteed or insured by the State of Texas.
- D. A bond of a county, city or other political subdivision of the State of Texas having been rated no less than "A" or its' equivalent by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.
- E. A letter of credit issued to the City of Lucas by the Federal Home Loan Bank.

Subject to Audit

All collateral shall be subject to inspection and audit by the City's Finance Director or the City's independent auditors.

Delivery vs. Payment

Investment securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping agent. The security shall be held in the name of the City of Lucas or held on behalf of the City. The safekeeping agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City of Lucas to the attention of the Finance Director.

VI. INVESTMENT POLICY ADOPTION

The City of Lucas Investment Policy shall be annually reviewed and adopted by action of the City Council.

After Recording, Return to:
Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF COLLIN

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**RIGHT OF WAY USE LICENSE AND
HOLD HARMLESS AGREEMENT**

This **RIGHT OF WAY USE LICENSE AND HOLD HARMLESS AGREEMENT** (“Agreement”) is made by and between the **City of Lucas**, (hereinafter called “**City**”), a Texas Home Rule Municipality, **Justin and Angela Himmelreich** (hereinafter collectively called “**Licensee**”) whose address is 2515 Orr Road, Lucas, Collin County, Texas 75002.

WHEREAS, Licensee is the owner, or intends to purchase, real property generally described as 2515 Orr Road, Lucas, Collin County, Texas and more specifically described as Lot 1, Block 1 of the Himmelreich Estate, City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 2017, Page 826, Plat Records, Collin County, Texas (the “**Property**”); and

WHEREAS, City is the owner of a sixty-foot (60.0’) wide, 1.819-acre public right-of-way dedication adjacent to the southern property line of the Property, more particularly described in Exhibit “A” attached hereto and incorporated herein (“the **Licensed Premises**”); and

WHEREAS, Licensee desires to construct and maintain a privately-owned driveway and/or shrubs in the Licensed Premises (the “**Private Improvements**”); and

WHEREAS, City has determined it presently does not require the use of the Licensed Premises for use as a public street and desires to allow the Licensed Premises to be used for the Private Improvements subject to the provisions of this Agreement;

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City, City hereby grants to Licensee a non-exclusive license authorizing construction, maintenance, repair, replacement, and removal of the Private Improvements within the Licensed Premises and use of the Private Improvements for ingress and egress to the Property by Licensee and others authorized by Licensee who are coming to the Property (“the **Licensed Use**”), subject to the following:

1. The Term of this Agreement is perpetual; provided, however, this Agreement may be terminated as provided herein.
2. **Licensee agrees to promptly defend, indemnify and hold City harmless from and against all damages, costs, losses, and expenses, including reasonable attorneys’ fees:**

(a) for the repair, replacement, or restoration of the Licensed Premises, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the acts or omissions of Licensee, its heirs, administrators, assigns, officers, directors, employees, agents contractors, subcontractors, tenants, partners, and members; and

(b) from and against any and all claims, demands, suits, causes of action, and judgments for (i) damage to or loss of the property of any person (including, but not limited to Licensee, its heirs, administrators, assigns, agents, officers, employees, contractors, subcontractors tenants, partners, or members, City's agents, officers, and employees, and third parties); and/or (i) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of Licensee, Licensee's contractors or subcontractors, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of Licensee, its agents, employees, officers, contractors and/or subcontractors, in the performance of activities pursuant to this Agreement.

This indemnity provision shall not apply to any liability resulting from the sole negligence of City, its officers, employees, agents, contractors, or subcontractors. The provisions of this section are solely for the benefit of City and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

3. During the Term of this Agreement, Licensee agrees to maintain in full force and affect the following insurance:

(a) A policy of comprehensive general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the use of the Licensed Premises by Licensee pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$1,000,000; and

(b) During any period of construction activity with the Licensed Premises, a policy of automobile liability insurance covering any vehicles owned and/or operated by Licensee, its officers, agents, and employees with a minimum of \$1,000,000 combined single limit.

Notwithstanding the above limits, the amount of insurance coverage set forth herein to be purchased by Licensee shall at all times be not less than twice the amount of the maximum liability for City per occurrence as set forth in the Texas Tort Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et.seq. as amended or succeeded). Such insurance shall be endorsed to (i) name City as an additional insured, (ii) provide for a waiver of subrogation in favor of City, and (iii) provide for not less than thirty (30) day notice to City in the event of termination for non-payment or reduction of limits below the required minimums. A certificate of insurance in a form that complies with applicable law indicating the above coverage and endorsements are in effect shall be provided to City prior to Licensee commencing work to locate the Private Improvements in the Licensed Premises.

4. Licensee acknowledges and agrees that Licensee is not released by City from the responsibility or liability for damage to the Licensed Premises that may result from the construction, placement, operation and/or existence of the Private Improvements within the Licensed Premises.

5. If City determines, in its sole discretion, that in order for City to repair, replace, maintain, or alter the Licensed Premises or City's property, City utilities or City facilities including drainage facilities located on, over, or beneath the Licensed Premises, including the widening of any street or relocation of related curbs and/or sidewalks, and that it is reasonably necessary for Licensee to alter, relocate, or remove the Private Improvements within or from the Licensed Premises as the result of City's actions, Licensee shall solely bear the cost of repairing, replacing, or otherwise reconstructing any portion of the Private Improvements that may need to be relocated, altered, or removed by Licensee, with such relocations being at a place required by City.

6. If City determines in its sole discretion and upon reasonable engineering standards that the Private Improvements pose a hazard to the public or may interfere or impede traffic safety in any way, the Private Improvements, at the sole cost of Licensee, must be modified, relocated, or removed upon written notice from City, and this Agreement shall terminate.

7. The Private Improvements shall be designed and constructed in accordance with City's standard specifications and ordinances for driveways and shrubbery within the City. No other private improvements, permanent or temporary, shall be allowed within the Licensed Premises unless prior written permission from City is granted to Licensee.

8. It is understood that by execution and granting of this License, City does not impair or relinquish City's right to use the Right of Way or the Licensed Premises for any other purpose, nor shall use of the Licensed Premises by Licensee under this License ever be construed as abandonment by City of the Licensed Premises as a right of way. Licensee understands, acknowledges, and agrees that City does not by this Agreement grant or convey any real property interest in the Licensed Premises but merely consents to such use by Licensee to the extent City's authority and title permits.

9. This Agreement shall terminate upon the removal of the Private Improvements from the Licensed Premises for more than six (6) consecutive months.

10. Notwithstanding this grant of the license to Licensee to use the Licensed Premises as provided in this Agreement, Licensee shall continue to be obligated to comply with any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises. To the extent that any provisions of any conflict between this Agreement and any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises, the more stringent requirement shall control.

11. This Agreement shall be binding upon Licensee and Licensee's successors and assigns.

12. 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.

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

14. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

15. This Agreement may be amended only by the mutual written agreement of the parties.

16. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Licensee, to:

Justin and Angela Himmelreich
2515 Orr Road
Lucas, Texas 75002

In intended for City to:

City of Lucas
Attn: City Manager
665 County Club Road
Lucas, Texas 75002

With Copies to:

City of Lucas
Attn: City Engineer
665 County Club Road
Lucas, Texas 75002

Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager &
Smith, LLP
500 N. Akard Suite 1800
Dallas, Texas 75201

17. 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 this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

18. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of City under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, City does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to City against claims arising in the exercise of governmental powers and functions.

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

20. This Agreement may be terminated by City by providing one hundred and eighty (180) days' written notice to Licensee following a determination by City that City desires to use the Licensed Area to as an improved right of way to expand Forest Grove Road or any other right of way at said location. If City terminates this Agreement pursuant to this Section 20, Licensee shall be entitled to no compensation for the Private Improvements.

(signatures on following page)

SIGNED AND AGREED this _____ day of _____ 2019.

CITY OF LUCAS, TEXAS:

By: _____
Joni Clarke, City Manager

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney

SIGNED AND AGREED this _____ day of _____ 2019.

LICENSEE:

Justin Himmelreich

Angela Himmelreich

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2019, by Joni Clarke, City Manager, City of Lucas, Texas, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

LICENSEE’S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____, 2019 by **Justin Himmelreich** and **Angela Himmelreich**.

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT "A"
Description of Licensed Premises

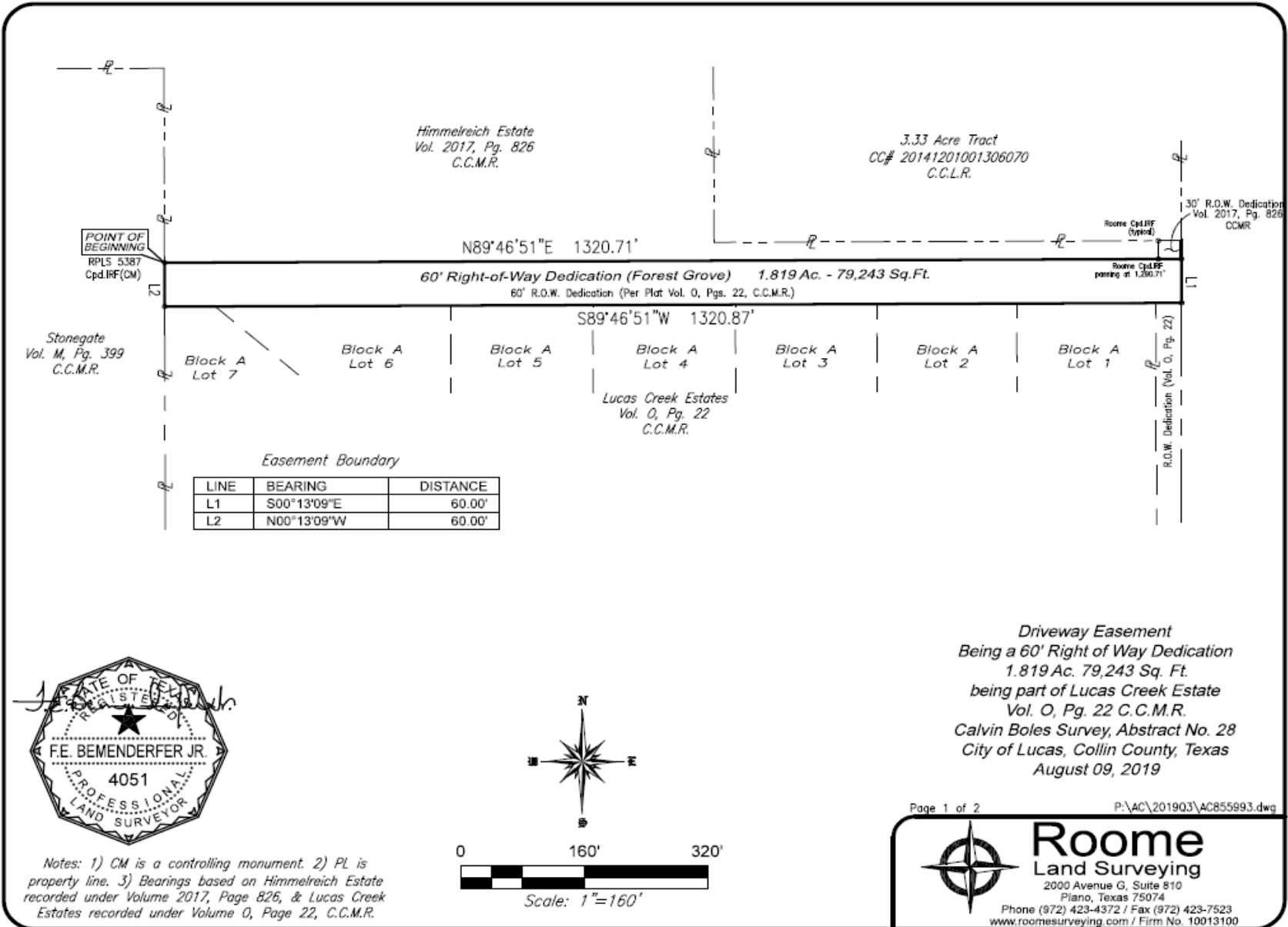


EXHIBIT "A"
Description of Licensed Premises

Driveway Easement
1.819 Acres/79,243 Sq.Ft.
Being a 60' Right-of-Way Dedication
Lucas Creek Estates - Vol. 0, Page 22, CCMR

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Calvin Boles Survey, Abstract No. 28, being all of a 60' right-of-way dedication by Lucas Creek Estates as recorded in Vol. 0, Page 22 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a RPLS 5387 capped iron rod found marking the northwest corner of said 60' right-of-way dedication, the northwest corner of Lucas Creek Estates, the southwest corner of Himmelreich Estate as recorded in Volume 2017, Page 826 of the Collin County Map Records, and being in the east line of Stonegate, an addition to the City of Lucas as recorded in Volume M, Page 399 of the Collin County Map Records;

THENCE with the north line of said 60' right-of-way dedication, the north line of Lucas Creek Estates, and the south line of Himmelreich Estate, North 89°46'51" East, passing at 1,290.71 feet a Roome capped iron rod found marking the west line of a 30' right-of-way dedication per Himmelreich Estate, and continuing for a total of 1320.71 feet to a point in Orr Road marking the northeast corner of said 60' right-of-way dedication;

THENCE with Orr Road along the east line of said 60' right-of-way dedication, South 00°13'09" East, 60.00 feet to a point in Orr Road marking the southeast corner of said 60' right-of-way dedication;

THENCE with the south line of said 60' right-of-way dedication, and starting at 33.81 feet along the north line of Lots 1-7, Block A of Lucas Creek Estates, South 89°46'51" West, 1320.87 feet to a point marking the northwest corner of Lot 7, Block A of Lucas Creek Estates, the southwest corner of said 60' right-of-way dedication, and being in the east line of the aforementioned Stonegate;

THENCE with the west line of said 60' right-of-way dedication, and the east line of Stonegate, North 00°13'09" West, 60.00 feet to the place of beginning and containing 1.819 acres or 79,243 square feet of land.



City of Lucas Council Agenda Request August 22, 2019

Item No. 04A

Requester: Finance Director Liz Exum

Agenda Item Request

Public hearing to consider the tax rate for Fiscal Year 2019-2020.

- 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 was held on August 15, 2019. Consideration and action by the City Council will occur on August 29, 2019. The proposed tax rate for Fiscal Year 2019-2020 is as follows:

\$0.184515 for Maintenance and Operations
\$0.118701 for Debt Service (Interest & Sinking)
\$0.303216 Total Tax Rate

Attachments/Supporting Documentation

NA

Budget/Financial Impact

Tax rate is included in the Proposed Budget for FY 2019-2020.

Recommendation

Public hearing only; no action is required. The scheduled date to adopt the ordinance approving the tax rate for FY 2019-2020 is August 29, 2019.

Motion

NA



City of Lucas Council Agenda Request August 22, 2019

Item No. 04B

Requester: Finance Director Liz Exum

Agenda Item Request

Public hearing to consider the budget for Fiscal Year 2019-2020.

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

Background Information

The proposed budget was presented and discussed at the August 1, 2019 and August 15, 2019 City Council meetings. This budget was prepared using the certified assessed valuation from Collin County Appraisal District and the calculated existing tax rate of .303216 from the Collin County Tax Assessor-Collector. The proposed budget for fiscal year 2019-2020 shows excess revenues over expenditures in the amount of \$97,125.

Attachments/Supporting Documentation

1. Detailed Proposed Budget for FY 2019-2020.

Budget/Financial Impact

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

Recommendation

Public hearing only, no action is required. The meeting for the City Council to pass an ordinance adopting the FY 2019-2020 budget is scheduled for Thursday August 29, 2019 at 7:05 pm or immediately following the Lucas Fire Control, Prevention and EMS District meeting.

Motion

NA



City of Lucas, Texas

Proposed Operating Budget for Fiscal Year 2019–2020

This budget will raise more revenue from property taxes than last year's budget by an amount of \$297,413 which is a 8.42 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 \$246,138.

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

FOR:

AGAINST:

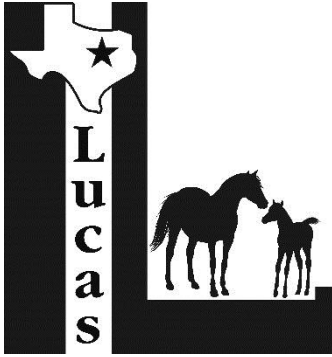
PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2019–2020	2018–2019
Property Tax Rate:	\$0.303216/100	\$0.303216/100
Effective Tax Rate:	\$0.297373/100	\$0.303216/100
Effective Maintenance & Operations Tax Rate:	\$0.198440/100	\$0.189510/100
Rollback Tax Rate:	\$0.333016/100	\$0.305540/100
Debt Rate:	\$0.118701/100	\$0.100870/100

Total debt obligation for City of Lucas secured by property taxes: \$1,500,398



CITY OF LUCAS

Proposed Budget
Fiscal Year 2019-2020



City Councilmembers

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Phil Lawrence
Councilmember Debbie Fisher

City Manager Joni Clarke
Finance Director Liz Exum

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OPERATING BUDGET

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City of Lucas Organizational Chart

Citizens of Lucas

City Council

Legal

- City Attorney
- Municipal Judge

City Manager

City Secretary

- Municipal Court

Finance

- Purchasing
- Accounting
- Budget
- Auditing
- Financial Reporting
- Utility Billing

Administration

- Human Resource
- Payroll/Benefits
- Employment Law
- Executive Admin Support
- Special Projects/Events

Development
Services & Public
Works

- Building Services
- Code Enforcement
- Facility Maintenance
- Permitting
- Public Works Operations

Fire-Rescue

- Fire Suppression
- EMS
- Prevention / Outreach
- Emergency Management

Engineering

- Water
- Streets
- Drainage
- CIP
- GIS

	2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET
REVENUE SUMMARY				
GENERAL FUND				
PROPERTY TAXES	2,201,507	2,559,106	2,620,197	2,538,275
OTHER TAXES	1,472,939	1,421,200	1,501,200	1,506,000
FINES & FORFEITURES	1,692	1,007	1,430	1,430
LICENSES & PERMITS	903,805	483,220	461,220	576,620
FIRE DEPARTMENT REVENUE	818,996	782,806	846,828	905,044
FEES & SERVICE CHARGES	33,345	63,450	102,450	54,450
MISCELLANEOUS REVENUES	665,204	521,227	784,424	584,739
GF RESERVE FUNDING (USE OF)	996,933	0	396,140	100,000
TOTAL GENERAL FUND REVENUE	7,094,421	5,832,016	6,713,889	6,266,558
WATER UTILITIES FUND				
FEES & SERVICE CHARGES	5,009,001	4,542,749	3,691,230	4,743,563
BOND PROCEEDS			1,482,986	0
MISCELLANEOUS REVENUES	238,068	120,400	738,504	160,400
TOTAL WATER UTILITIES FUND REVENUE	5,247,069	4,663,149	5,912,720	4,903,963
DEBT SERVICE FUND				
PROPERTY TAXES	1,333,920	1,197,893	1,347,161	1,533,603
TOTAL DEBT SERVICE FUND REVENUE	1,333,920	1,197,893	1,347,161	1,533,603
COMBINED REVENUE TOTALS	13,675,410	11,693,058	13,973,770	12,704,124
EXPENDITURES				
GENERAL FUND				
CITY COUNCIL	13,244	56,350	32,630	24,140
CITY SEC	151,350	167,629	170,229	168,900
ADMIN/FINANCE	517,715	572,331	598,871	612,889
DEVELOPMENT SERVICES	430,485	420,669	427,703	485,603
PUBLIC WORKS - ENGINEERING	1,148,211	951,388	1,118,918	1,004,705
PUBLIC WORKS	198,592	255,028	282,461	664,940
PARKS	155,378	287,840	306,895	226,925
FIRE	2,801,088	2,246,971	2,730,314	2,276,365
NON-DEPARTMENTAL	571,453	641,419	744,739	704,966
TOTAL GENERAL FUND EXPENDITURES	5,987,516	5,599,625	6,412,760	6,169,433
WATER UTILITIES FUND				
WATER UTILITIES	3,573,777	3,828,790	3,656,437	3,851,321
WATER - ENGINEERING	100,469	148,870	131,730	162,621
TOTAL WATER FUND EXPENDITURES	3,674,246	3,977,660	3,788,167	4,013,942
DEBT SERVICE				
WATER UTILITIES	650,198	637,919	670,905	733,819
GENERAL FUND	1,197,372	1,172,388	1,172,388	1,500,398
TOTAL DEBT SERVICE	1,847,570	1,810,307	1,843,293	2,234,217
TOTAL EXPENDITURES	11,509,332	11,387,592	12,044,220	12,417,592
NET REVENUE LESS EXPENDITURES	2,166,078	305,466	1,929,550	286,532

2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET
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SUMMARY BY FUND

GENERAL FUND				
REVENUE	7,094,421	5,832,016	6,713,889	6,266,558
EXPENDITURES	5,987,516	5,599,625	6,412,760	6,169,433
NET REVENUE LESS EXPENDITURES	1,106,905	232,391	301,129	97,125
WATER UTILITIES FUND				
REVENUE	5,247,069	4,663,149	5,912,720	4,903,963
EXPENDITURES	3,674,246	3,977,660	3,788,167	4,013,942
DEBT SERVICE	650,198	637,919	670,905	733,819
NET REVENUE LESS EXPENDITURES	922,625	47,570	1,453,648	156,202
DEBT SERVICE FUND-GENERAL				
REVENUE	1,333,920	1,197,893	1,347,161	1,533,603
EXPENDITURES	1,197,372	1,172,388	1,172,388	1,500,398
NET REVENUE LESS EXPENDITURES	136,548	25,505	174,773	33,205
NET REVENUE LESS EXPENDITURES	2,166,078	305,466	1,929,550	286,532

FUND SUMMARIES - GOVERNMENTAL FUNDS

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	GENERAL	DEBT SERVICE	CAPITAL IMPROVEMENTS	BROCKDALE ROAD IMPROV	DEVELOPERS IMPACT FEES (LOGAN FORD/5 OAKS)	IMPACT FEES	TOTAL GOVERNMENTAL
BEGINNING FUND BALANCE	6,679,539	1,045,510	7,934,698	272,593	22,000	206,380	16,160,720
PROPERTY TAXES	2,538,275	1,533,603					4,071,878
OTHER TAXES	1,506,000						1,506,000
FINES & FORFEITURES	1,430						1,430
LICENSES & PERMITS	576,620						576,620
FIRE DEPARTMENT REVENUE	905,044						905,044
FEES & SERVICE CHARGES	54,450						54,450
MISCELLANEOUS REVENUES	584,739		120,000	60,000			764,739
IMPACT FEE REVENUE (11-4500)						300,000	300,000
TRANSFER IN GENERAL FUND RESERVES/P WORKS GRADALL	100,000						100,000
TRANSFER IN IMPACT FEES			0				0
TOTAL REVENUES	6,266,558	1,533,603	120,000	60,000		300,000	8,280,161
EXPENDITURES							
CITY COUNCIL	24,140						24,140
CITY SEC	168,900						168,900
ADMIN/FINANCE	612,889						612,889
DEVELOPMENT SERVICES	485,603						485,603
PUBLIC WORKS	664,940						664,940
PUBLIC WORKS - ENGINEERING	1,004,705						1,004,705
PARKS	226,925						226,925
FIRE	2,276,365						2,276,365
NON-DEPARTMENTAL	704,966						704,966
DEBT SERVICE PRINCIPAL		915,000					915,000
DEBT SERVICE INTEREST/BOND EXP		585,398					585,398
BROCKDALE ROAD MAINT.						0	0
CAPITAL ROADWAY PROJECTS			384,698			0	384,698
TOTAL EXPENDITURES	6,169,433	1,500,398	384,698	0		0	8,054,529
NET CHANGE IN FUND BALANCE	97,125	33,205	(264,698)	60,000		300,000	225,632
ENDING FUND BALANCE	6,776,664	1,078,715	7,670,000	332,593	22,000	506,380	16,386,352
MINUS RESTRICTIONS AND TRANSFERS							
IMPACT FEES						(506,380)	(506,380)
BROCKDALE ROAD IMPROVEMENTS				(332,593)			(332,593)
RESTRICTED FOR CAPITAL - GENERAL FUND (FY 19-20)NEW	(50,000)						(50,000)
REMAINING RESTRICTED FOR CAPITAL - GENERAL FUND (FY 15-16 THROUGH FY 18-19)	(100,000)						(100,000)
TRANSFER GF RESERVES TO CAPITAL OUTLAY P WORKS GRADALL							0
DEBT SERVICE PAYMENTS		(1,078,715)					(1,078,715)
3RD PARTY (DEVELOPER) IMPACT FEES RESTRICTED (LOGAN FORD/5 OAKS)					(22,000)		(22,000)
CAPITAL IMPROVEMENT PROJECTS			(7,670,000)				(7,670,000)
UNASSIGNED FUND BALANCE	6,626,664	0	0	0	0	0	6,626,664
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	6,626,664	0	0	0	0	0	6,626,664
AMOUNT IN DAYS OPERATING COST	392						392
AMOUNT IN MONTHS OPERATING COST	13						13
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(3,084,717)						(3,084,717)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	3,541,948						3,541,948
AMOUNT IN DAYS OPERATING COST	210						210
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
<u>BEGINNING BALANCE RESTRICTED/UNRESTRICTED</u>	5,515,249	1,484,973	0	7,000,222
WATER REVENUE	4,096,333			4,096,333
WASTE WATER REVENUE	51,230			51,230
TRASH REVENUE	596,000			596,000
MISCELLANEOUS REVENUES	160,400			160,400
REFUND NTMWD CAPITAL				0
DEVELOPERS FEES - SEWER	0			0
IMPACT FEES			250,000	250,000
TRANSFER IN IMPACT FEES		250,000		250,000
TRANSFER IN FUND BALANCE - WATER				0
TOTAL REVENUES	4,903,963	250,000	250,000	5,403,963
<u>EXPENDITURES</u>				
WATER	3,269,341			3,269,341
TRASH	528,000			528,000
WASTEWATER	53,980			53,980
DEBT SERVICE PRINCIPAL	500,000			500,000
DEBT SERVICE INTEREST/BOND EXP	233,819			233,819
WATER - ENGINEERING	162,621			162,621
TRANSFER OUT TO FUND WATER PROJECT		0		0
TRANSFER OUT TO FUND WATER PROJECT			250,000	250,000
CAPITAL PROJECTS WF		34,973		34,973
				0
TOTAL EXPENDITURES	4,747,761	34,973	250,000	5,032,734
NET CHANGE IN BALANCE	156,202	215,027	0	371,229
ENDING BALANCE	5,671,451	1,700,000	0	7,371,451
MINUS RESTRICTED FOR:				
DEBT SERVICE PAYMENTS	(500,000)			(500,000)
CUSTOMER DEPOSITS	(247,600)			(247,600)
CAPITAL IMPROVEMENTS - PROJECTS		(1,700,000)		(1,700,000)
TRSF TO CAPITAL FROM RESERVES				0
UNASSIGNED FUND BALANCE	4,923,851	0	0	4,923,851
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	4,923,851	0	0	4,923,851
AMOUNT IN DAYS OPERATING COST	423			423
AMOUNT IN MONTHS OPERATING COST	14			14
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(2,123,881)			(2,123,881)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	2,799,971	0	0	2,799,971
AMOUNT IN DAYS OPERATING COST	241			241
AMOUNT IN MONTHS OPERATING COST	8			8

2019-2020 FISCAL YEAR BUDGET

CAPITAL FUND SUMMARY

CAPITAL WATER PROJECTS:

PROJ MGMT (125) ELEVATED WATER TOWER (21-8210-490-124)	34,973
TOTAL WF PROJECTS FY 19/20	34,973

PROJECT FUNDING - WATER:

2017 CERTIFICATES OF OBLIGATION INTEREST (FUND 51)	(34,973)
TOTAL WATER PROJECT FUNDING	(34,973)

CAPITAL ROADWAY AND GF PROJECTS:

COUNTRY CLUB RD/ESTATES PKWY INTERSECTION (21-8210-491-126)	
PROJ MGMT (127) WINNINGKOFF R CURVE/SNIDER LN (21-8210-491-131)	139,890
PROJ MGMT (128) STINSON RD/PARKER TO BRISTOL PARK (21-8210-491-132)	104,918
PROJ MGMT (129) B JHUNE RD/W BRIDGE/ WINNINGKOFF (21-8210-491-133)	139,890
TOTAL GF PROJECTS FY 19/20	384,698

PROJECT FUNDING - GENERAL FUND:

2017 CERTIFICATES OF OBLIGATION INTEREST (FUND 51)	(120,000)
FY 2019-2020 GENERAL FUND RESERVES	(264,698)
TOTAL GENERAL FUND PROJECT FUNDING	(384,698)

TOTAL CAPITAL PROJECTS FY 19/20	419,671
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	2017-2018 ACTUAL	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET
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Impact/Development Fee Summary

GENERAL FUND:

Beginning Balance General Fund (Restricted) 1,453,783 1,817,459 462,178

Revenue

Roadway Impact Fees(11-4500)	339,298	220,000	300,000
Roadway Fees Brockdale(11-4989) Improv	54,799	37,400	60,000
Contrib. Roadway Maint. Brockdale(11-4990)	0	100,000	0
Total Revenues	394,097	357,400	360,000

Expenditures

Capital Projects Roadways	21,106	1,564,026	0
Brockdale Road Rehabilitation		38,795	0
Brockdale Road Maint.	9,315	109,860	0
Total Expenditures	30,421	1,712,681	0
Total General Fund Restricted	1,817,459	462,178	822,178

Restricted for Developers Logan Ford/Five Oaks	22,000	22,000	22,000
Restricted for Brockdale Road Maint.	9,860	0	0
Restricted for Brockdale Capital Improvements	235,194	233,798	293,798
Total 3rd Party Restricted	267,054	255,798	315,798

General Fund Ending Bal (Restricted for Roads)	1,550,405	206,380	506,380
Total General Fund Restricted	1,817,459	462,178	822,178

WATER FUND:

Beginning Balance - Water Fund (6,055,076) (5,691,860) (6,224,491)

Revenue

Water Impact Fees	363,216	225,000	250,000
Development Fees -Sewer		0	
Total Revenues	363,216	225,000	250,000

Expenditures

Capital Projects - Water	0	757,631	
Capital Projects- Sewer			0
Total Expenditures	0	757,631	0

Revenues less Expenditures 363,216 (532,631) 250,000

Water Fund Ending Balance (5,691,860) (6,224,491) (5,974,491)

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 **.303216** for 2019. Listed below is a table depicting the recent history of the City of Lucas property tax rate.

Tax Year	O&M	I&S	Total
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
2018	0.202346	0.100870	0.303216
2019	0.184515	0.118701	0.303216

PROJECTED RATE

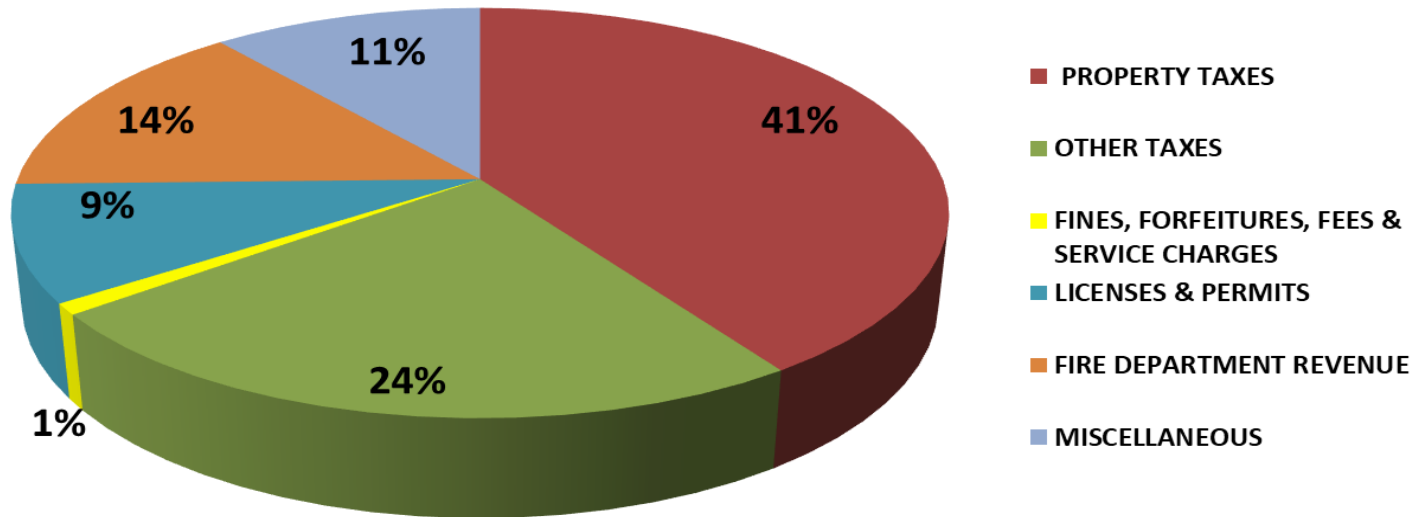
As you can see in the chart below, the property tax rate for the City of Lucas is very favorable in comparison to other cities within the area.

Fiscal Year 2018 Tax Rates

City	O&M	I&S	Total
Wylie	0.538206	0.187642	0.725848
Sachse	0.525793	0.194207	0.720000
Princeton	0.402494	0.286326	0.688820
Farmersville	0.403696	0.346304	0.750000
Anna	0.428122	0.163166	0.591288
Celina	0.385416	0.259584	0.645000
Melissa	0.441232	0.168309	0.609541
Murphy	0.308383	0.181617	0.490000
Allen	0.393463	0.104537	0.498000
Prosper	0.367500	0.152500	0.520000
Fairview	0.227424	0.122285	0.349709
Parker	0.312250	0.053734	0.365984
Lucas	0.202346	0.100870	0.303216

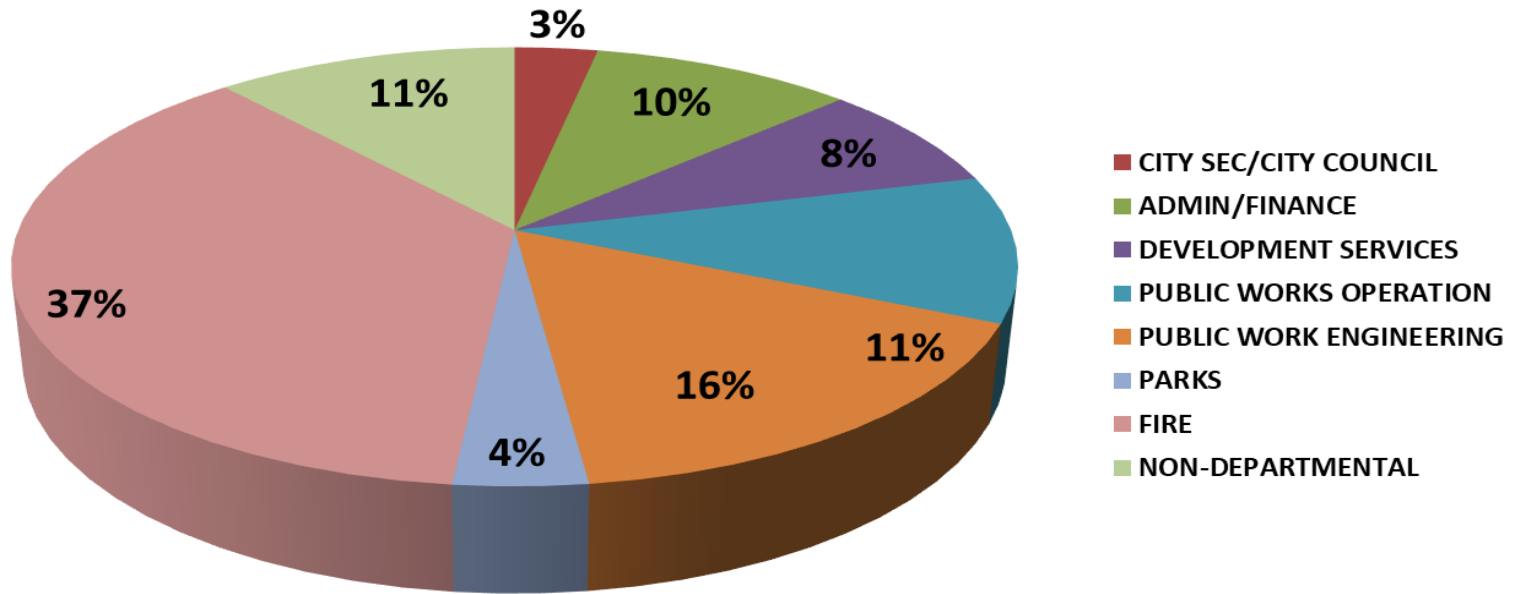
General Fund Revenue FY 19/20

Total \$ 6,266,558



General Fund Expenditures by Department FY 19/20

Total \$ 6,169,433



11 - GENERAL FUND

		2017-2018	2018-2019	2018-2019	2019-2020	
REVENUE		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	DESCRIPTION
		ACTUAL	BUDGET	BUDGET	BUDGET	
4011	PROPERTY TAXES	2,172,294	2,531,806	2,562,755	2,510,275	M&O rate .184515
4012	PROPERTY TAXES-DEL.	16,525	15,800	31,883	16,000	
4015	PROPERTY TAXES-P&I	12,688	11,500	25,559	12,000	
TOTAL PROPERTY TAXES		2,201,507	2,559,106	2,620,197	2,538,275	

OTHER TAXES

4101	SALES TAX	732,376	725,940	725,940	730,000	
4101-100	SALES TAX STREETS	367,288	364,060	364,060	370,800	
4102	FRANCHISE-ELECTRICAL	287,813	250,000	330,000	330,000	
4103	FRANCHISE-TELEPHONE	6,049	6,000	6,000		Legislative change SB 1152 on revenue
4104	FRANCHISE-CABLE	43,526	42,000	42,000	42,000	
4105	FRANCHISE-GAS	32,412	30,000	30,000	30,000	
4106	FRANCHISE-CABLE PEG	3,475	3,200	3,200	3,200	
TOTAL OTHER TAXES		1,472,939	1,421,200	1,501,200	1,506,000	

FINES & FORFEITURES

4202	COURT TECHNOLOGY FUND	12	7	20	20	
4203	COURT SECURITY FUND	9	5	15	15	
4204	COURT COST-CITY	15	8	20	20	
4205	FINES	1,500	900	1,160	1,160	
4206	COURT COST-STATE	120	65	160	160	
4208	STATE JURY FEE	12	7	20	20	
4212	JUDICIAL FEES-STATE	16	9	25	25	
4213	JUDICIAL FEES-CITY	2	2	2	2	
4218	INDIGENT DEFENSE FEE	6	4	8	8	
TOTAL FINES & FORFEITURES		1,692	1,007	1,430	1,430	

LICENSES & PERMITS

4301	GEN CONTRACTOR REG.	20,007	20,000	20,000	20,000	
4361	ZONING REQUEST	450	1,200	1,200	1,200	
4362	SPECIFIC USE PERMITS	450	900	900	1,350	
4363	VARIANCE REQUEST	900	100	100	450	
4365	BLDG PERMITS-RESIDENTIAL	626,216	260,000	260,000	360,000	
4367	BLDG PERMITS-ACC.	23,425	20,000	20,000	20,000	
4368	BLDG PERMITS-REMODEL	6,520	6,000	6,000	7,200	
4369	BLDG PERMITS-COMM.	32,997	24,000	24,000	30,000	
4371	ELECTRICAL PERMITS	2,245	2,200	2,200	2,200	
4372	PLUMBING PERMITS	4,920	4,000	4,000	4,000	
4373	HEATING & A/C PERMITS	2,580	1,400	1,400	1,200	
4374	FENCE PERMITS	11,520	6,000	6,000	6,000	
4375	SWIMMING POOL PERMITS	30,900	22,000	22,000	22,000	
4376	WEIGHT LIMIT PERMITS	77,500	62,000	40,000	48,000	
4377	ROOF PERMITS	2,020	1,000	1,000	1,000	
4378	SPRINKLER SYST PERMITS	14,025	6,500	6,500	6,500	
4379	DRIVEWAY PERMIT	1,420	1,000	1,000	1,000	
4380	SIGN PERMIT	1,260	2,000	2,000	2,000	
4382	STORM WATER MGMT PERMIT	5,150	4,600	4,600	4,900	
4384	SOLICITATION PERMIT	150	120	120	120	
4390	PLANNED DEVELOPMENT	1,140	700	700		
4395	HEALTH SERVICE PERMITS	4,050	6,300	6,300	6,300	
4398	MISC LICENSES & PERMITS	1,875	1,200	1,200	1,200	
4611	FIRE SPRINKLER PERMIT	32,085	30,000	30,000	30,000	
TOTAL LICENSES & PERMITS		903,805	483,220	461,220	576,620	

FIRE DEPARTMENT REVENUE

4612	COUNTY FIRE DISTRICT	48,694	0	32,022	20,000	
4613	SEIS LAGOS INTER-LOCAL	320,253	363,706	363,706	406,144	Adjusted preliminary calc for actual
4614	AMBULANCE SERVICES	102,907	83,000	83,000	100,000	
4615	LISD EMS SERVICE	4,230	8,100	8,100	8,100	
4999	FIRE DISTRICT TRANSFER IN	342,912	328,000	360,000	370,800	

11 -GENERAL FUND		2017-2018	2018-2019	2018-2019	2019-2020	
REVENUE		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	DESCRIPTION
		ACTUAL	BUDGET	BUDGET	BUDGET	
TOTAL FIRE DEPARTMENT REVENUE		818,996	782,806	846,828	905,044	
FEES & SERVICE CHARGES						
4424	PLAT & REPLAT FEES	23,695	15,000	15,000	15,000	
4425	RE-INSPECTION FEES	9,150	5,000	5,000	5,000	
4426	FEES-BUILDING PROJECTS	500	7,200	7,200	7,200	
4427	PUBLIC IMPRV/3% INSPEC	0	36,000	75,000	27,000	Timing of development
4497	PUBLIC INFO. REQUESTS	0	0	0		
4498	MISC. FEES & CHARGES	0	250	250	250	
TOTAL FEES & SERVICE CHARGES		33,345	63,450	102,450	54,450	
MISCELLANEOUS REVENUE						
4911	INTEREST INCOME	68,441	66,090	130,000	130,000	
4914	INSURANCE CLAIM REIMB	9,078	0	45,049	0	
4915	CHILD SAFETY INCOME	7,190	6,900	6,900	6,900	
4916	CREDIT CARD REVENUE	10,716	9,300	11,500	11,500	
4918	PERMIT FEE BEER & WINE	60	0	0		
4931	RENTAL INCOME	79,800	79,800	79,800	79,800	
4980	PARK DEDICATION FEES	2,300	90,000	135,000	80,000	Timing of development
4981	FACILITY RENTAL	488	0	0		
4985	GRANT REVENUES	86,807	20,700	24,488	12,505	FD Training grants
4986	DONATIONS	102,850	0	3,250		
4990	BROCKDALE RD MAINT		0	100,000	0	
4991	STREET ASSESSMENTS	1,951	0	0		
4992	SALE OF ASSETS	13,744	0	0	3,000	1991 Ford F-350 Trade - Haul/Tow Truck
4995	REIMBURSEMENTS	0	0	0		
4997	MISCELLANEOUS	7,280	0	0	5,539	TML Health Renewal Credit
4998	PILOT TRANSER IN	274,499	248,437	248,437	255,495	FY 18-19 PILOT Reversal Water Fund
TOTAL MISCELLANEOUS REVENUE		665,204	521,227	784,424	584,739	
4996	GF RESERVE FUNDING (USE OF)	996,933	0	396,140	100,000	\$400K Ambulance/Equipment (FY 18-19) \$100K Pworks Gradall D 152 (FY 19-20)
TOTAL REVENUES		7,094,421	5,832,016	6,713,889	6,266,558	

11 -GENERAL FUND CITY COUNCIL DEPARTMENTAL EXPENDITURES	2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>					
6100-112 WORKERS' COMPENSATION	66	70	70	70	
6100-127 MEDICARE	131	220	220	220	
6100-127 UNEMPLOYMENT	0				
6100-468 CITY COUNCIL FEES	9,000	9,000	9,000	9,000	
TOTAL PERSONNEL SERVICES	9,197	9,290	9,290	9,290	
<u>MATERIALS & SUPPLIES</u>					
6100-201 OFFICE SUPPLIES	0	2,500	2,500	0	
6100-204 FOOD/BEVERAGE	424	1,500	1,500	1,500	
6100-205 LOGO/UNIFORM	0	450	450		
6100-210 COMPUTER SUPPLIES	360			350	\$50 per council member
6100-222 AUDIO/VISUAL	0	0	0	3,000	\$1K Two TVs/\$2K Contingency
TOTAL MATERIALS & SUPPLIES	784	4,450	4,450	4,850	
<u>PURCHASED SERVICES:</u>					
6100-307 TRAINING & TRAVEL	185	3,500	3,500	3,500	\$500 per council member
6100-309 PROFESSIONAL SERVICES		25,000	1,280	0	
TOTAL PURCHASED SERVICES	185	28,500	4,780	3,500	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>					
6100-441 APPRECIATION/AWARDS	2,997	3,500	3,500	6,000	See Detail Listing/Board Apprec
TOTAL GENERAL & ADMIN SERVICES	2,997	3,500	3,500	6,000	
<u>NON-CAPITAL EXPENSE</u>					
6100-451 SOFTWARE, BOOKS, & CDS	81	700	700	500	Sound Cloud Audio upload/Misc
6100-452 HARDWARE & TELECOM		1,110	1,110	0	
6100-411 FURNITURE & EQUIPMENT		8,800	8,800	0	
TOTAL NON-CAPITAL EXPENSE	81	10,610	10,610	500	
TOTAL CITY COUNCIL	13,244	56,350	32,630	24,140	

11 -GENERAL FUND CITY SECRETARY DEPARTMENTAL EXPENDITURES	2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES					
6110-101 SALARIES - EXEMPT	75,642	75,704	77,964	77,964	
6110-103 SALARIES - TEMPORARY	0	0	0	0	
6110-112 WORKERS' COMPENSATION	260	264	264	275	
6110-113 LONGEVITY PAY	136	192	192	235	
6110-122 TMRS	10,411	9,963	10,270	9,993	
6110-123 GROUP INSURANCE	9,678	9,780	9,780	9,996	
6110-127 MEDICARE	1,103	1,102	1,135	1,135	
6110-129 LT DISABILITY	315	325	325	410	
6110-133 TELEPHONE ALLOWANCE	480	480	480	480	
TOTAL PERSONNEL SERVICES	98,025	97,810	100,410	100,488	
MATERIALS & SUPPLIES					
6110-201 OFFICE SUPPLIES	845	1,100	1,100	1,100	
6110-204 FOOD/BEVERAGE	42	100	100	100	
6110-210 COMPUTER SUPPLIES	0	50	50	50	
6110-238 PRINTING & COPYING	12,492	12,800	12,800	12,800	
6110-239 RECORDS MANAGEMENT	3,074	4,500	4,500	4,500	See Detail Listing
TOTAL MATERIALS & SUPPLIES	16,453	18,550	18,550	18,550	
PURCHASED SERVICES					
6110-305 SOFTWARE SUPPORT & MAINT.	0	13,769	13,769	11,414	See Detail Listing
6110-306 ADVERTISING/PUBLIC NOTICES	4,080	14,300	14,300	14,300	
6110-307 TRAINING & TRAVEL	1,012	3,215	3,215	4,163	See Travel & Training Plan
6110-309 PROFESSIONAL SERVICES	20,378	5,500	5,500	5,500	Qtrly Codification - Franklin
6110-349 FILING FEES	1,710	2,200	2,200	2,200	
TOTAL PURCHASED SERVICES	27,180	38,984	38,984	37,577	
GENERAL & ADMINISTRATIVE SERVICES					
6110-443 DUES/LICENSES	200	185	185	185	See Detail Listing
6110-445 ELECTIONS	8,883	11,000	11,000	11,000	See Detail Listing
6110-451 SOFTWARE, BOOKS & CD'S	609	1,100	1,100	1,100	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES	9,692	12,285	12,285	12,285	
NON-CAPITAL EXPENSE					
6110-411 FURNITURE & FIXTURES	0				
TOTAL NON-CAPITAL EXPENSE	0	0	0	0	
TOTAL CITY SECRETARY	151,350	167,629	170,229	168,900	

11 -GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6200-101	SALARIES - EXEMPT	166,031	238,589	257,180	244,500	
6200-102	SALARIES - NON-EXEMPT	131,049	82,939	85,435	85,435	
6200-111	OVERTIME	913	1,900	1,900	1,900	
6200-112	WORKERS' COMP	927	1,123	1,123	1,125	
6200-113	LONGEVITY PAY	1,004	1,428	1,428	1,485	
6200-122	TMRS	41,327	42,606	45,401	43,000	
6200-123	GROUP INSURANCE	48,043	49,655	51,966	49,980	
6200-127	MEDICARE	4,322	4,725	5,046	4,820	
6200-129	LT DISABILITY	1,218	1,345	1,371	1,443	
6200-133	TELEPHONE ALLOWANCE	1,380	1,380	1,380	1,380	
6200-141	CAR ALLOWANCE	2,400	2,400	2,400	2,400	
TOTAL PERSONNEL SERVICES		398,614	428,090	454,630	437,468	
MATERIALS & SUPPLIES						
6200-201	OFFICE SUPPLIES	3,941	6,000	6,000	6,000	
6200-202	POSTAGE	778	1,700	1,700	1,700	
6200-203	SUBSCRIPTIONS	209	450	450	450	
6200-204	FOOD/BEVERAGE	2,193	2,200	2,200	2,200	
6200-205	LOGO/UNIFORM ALLOWANCE	304	525	525	800	\$100 per person
6200-210	COMPUTER SUPPLIES	341	350	350	350	
TOTAL MATERIALS & SUPPLIES		7,766	11,225	11,225	11,500	
PURCHASED SERVICES:						
6200-302	AUDITING & ACCOUNTING	9,943	12,500	12,500	12,500	
6200-305	SOFTWARE SUPPORT/MAINT	15,447	16,380	16,380	17,250	Incude Maintenance
6200-307	TRAINING & TRAVEL	7,639	11,222	11,222	17,595	See Travel & Training Plan Includes \$2.7K Broadband training
6200-309	PROFESSIONAL SERVICES	4,992	3,908	3,908	19,016	\$2.5K Debt Disclosure SAMCO \$1.5K Teladoc/\$10K Strategic Planning/\$5K Compensation Study
6200-313	MAINTENANCE AGREEMENTS	5,127	5,400	5,400	5,400	Konica Copier
6200-318	TAX COLLECTION	2,134	2,400	2,400	2,600	
6200-319	CENTRAL APPRAISAL FEE	22,937	26,000	26,000	30,000	Increased costs CAD
6200-321	STATE COMPTROLLER (CT FEES)	152	300	300	300	
6200-322	CONTRACTS	2,750	5,000	5,000	7,600	\$3.6K Retainer/\$3K Judge/\$1K Hrly
6200-323	CELL PHONE	116	600	1,300	1,300	
6200-324	INMATE BOARDING	0	750	750	750	
6200-325	LIABILITY INSURANCE	26,513	30,000	29,030	30,000	
TOTAL PURCHASED SERVICES		97,750	114,460	114,190	144,311	
GENERAL & ADMINISTRATIVE SERVICES						
6200-441	APPRECIATION/AWARDS	3,049	4,400	4,400	4,400	See Detail Listing
6200-443	DUES/LICENSES	4,506	5,356	5,626	6,410	See Detail Listing
6200-444	EMPLOYMENT SCREENING	1,066	2,200	2,200	2,200	CareNow Physicals/Drug Screening
6200-445	CHILD SAFETY EXPENSE	0	500	500	500	
6200-497	CREDIT CARD FEES	4,964	6,100	6,100	6,100	
TOTAL GENERAL & ADMIN SERVICES		13,585	18,556	18,826	19,610	
NON-CAPITAL EXPENSE						
6200-411	FURNITURE & FIXTURES	0	0	0	0	
6200-451	SOFTWARE	0	0	0	0	
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL ADMINISTRATION		517,715	572,331	598,871	612,889	

11 - GENERAL FUND PUBLIC WORKS - ENGINEERING DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6209-101	SALARIES - EXEMPT	76,629	82,765	85,251	85,259	
6209-103	SALARIES - TEMPORARY	7,189	10,000	10,000	10,000	
6209-112	WORKERS' COMPENSATION	280	289	289	290	
6209-113	LONGEVITY	138	204	204	235	
6209-122	TMRS	10,482	10,893	11,231	11,000	
6209-123	GROUP INSURANCE	9,663	9,780	9,780	9,972	
6209-127	MEDICARE	1,144	1,339	1,375	1,390	
6209-129	LT DISABILITY	335	365	365	446	
TOTAL PERSONNEL SERVICES		105,860	115,635	118,495	118,592	
MATERIALS & SUPPLIES						
6209-201	OFFICE SUPPLIES	297	250	250	250	
6209-204	FOOD/BEVERAGE	302	1,000	1,000	1,000	
6209-208	MINOR APPARATUS	387	500	500	500	
6209-209	PROTECTIVE CLOTHING/UNIFO	660	1,915	1,915	1,915	See Detail Listing
6209-210	COMPUTER SUPPLIES	16	500	500	500	
TOTAL MATERIALS & SUPPLIES		1,662	4,165	4,165	4,165	
MAINTENANCE & REPAIR						
6209-232	VEHICLE MAINTENANCE	0	0	4,280	3,000	See Detail Listing
TOTAL MAINTENANCE & REPAIR		0	0	4,280	3,000	
PURCHASED SERVICES						
6209-307	TRAVEL/TRAINING	1,506	3,913	3,913	3,913	See Travel & Training Plan
6200-313	MAINTENANCE AGREEMENTS				1,500	Maint. for Plotter/Scanner
6209-309	PROFESSIONAL SERVICES	16,719	37,500	88,030	87,500	See Detail Listing
6209-322	CONTRACTS (MOWING)	79,902	0	0	0	
6209-323	CELL PHONE	1,071	1,200	1,200	1,200	
6209-333	UTILITIES - WATER			5,000		
6209-334	STREET LIGHTING	1,369	5,000	5,000	5,000	
TOTAL PURCHASED SERVICES		100,567	47,613	103,143	99,113	
GENERAL & ADMINISTRATIVE SERVICES						
6209-443	DUES/LICENSES	90	325	325	325	Institute of Traffic Engineers
TOTAL GENERAL & ADMIN SERVICES		90	325	325	325	
NON-CAPITAL EXPENSE						
6209-411	FURNITURE & FIXTURES		1,000	1,000	500	
6209-416	IMPLEMENTS & APPARATUS		500	500	500	
6209-451	SOFTWARE	174	3,650	3,650	3,510	See Comprehensive IT Budget Listing
6209-452	HARDWARE	2,777	3,500	3,500		
TOTAL NON-CAPITAL EXPENSE		2,951	8,650	8,650	4,510	
CAPITAL OUTLAY						
8209-301	IMPROVEMENTS ROADS	931,423	750,000	854,860	750,000	
8209-420	EQUIPMENT	0	0	0		
8209-433	SIGNS & MARKINGS	5,658	25,000	25,000	25,000	
8209-452	HARDWARE & TELECOM	0	0	0		
TOTAL CAPITAL OUTLAY		937,081	775,000	879,860	775,000	
TOTAL PUBLIC WORKS - ENGINEERING		1,148,211	951,388	1,118,918	1,004,705	

11 - GENERAL FUND PUBLIC WORKS - OPERATIONS DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6210-102	SALARIES - NON-EXEMPT	66,991	71,074	73,195	112,715	P Works Specialist 2
6210-104	SALARIES - NON-EXEMPT PT				18,720	Eliminated Rough Mowing from 6211 added PT PW Specialist
6210-111	OVERTIME	0	4,500	4,500	4,500	
6210-112	WORKERS' COMPENSATION	2,850	3,044	3,044	5,175	
6210-113	LONGEVITY	568	580	580	718	
6210-122	TMRS	9,226	9,946	10,234	17,500	
6210-123	GROUP INSURANCE	15,896	19,560	19,560	29,988	
6210-127	MEDICARE	980	1,096	1,127	1,980	
6210-129	LT DISABILITY	244	365	365	590	
TOTAL PERSONNEL SERVICES		96,755	110,165	112,605	191,886	
MATERIALS & SUPPLIES						
6210-201	OFFICE SUPPLIES	293	550	550	550	
6210-204	FOOD/BEVERAGE	358	500	500	800	
6210-206	FUEL & LUBRICANTS	7,108	11,000	11,000	11,000	
6210-208	MINOR APPARATUS	4,378	5,000	5,000	5,000	
6210-209	PROTECTIVE CLOTHING/UNIFORMS	5,629	7,235	7,235	9,560	See Detail Listing
6210-210	COMPUTER SUPPLIES	20	250	250	250	
6210-211	MEDICAL SUPPLIES	54	250	250	250	
6210-214	CLEANING SUPPLIES	508	1,000	1,000	1,000	
6210-223	SAND/DIRT	40	1,500	1,500	1,500	
6210-224	ASPHALT/BASE/CONC/CULVERT	2,812	20,000	46,640	22,000	
TOTAL MATERIALS & SUPPLIES		21,200	47,285	73,925	51,910	
MAINTENANCE & REPAIR						
6210-231	FACILITY MAINTENANCE	19,617	11,140	12,493	11,500	See Detail Listing/Decr due to Insr claim storm damage pr yr
6210-232	VEHICLE MAINTENANCE	3,489	10,000	10,000	10,800	See Detail Listing
6210-233	EQUIPMENT MAINTENANCE	12,766	8,325	8,325	9,050	See Detail Listing
6210-234	WASTE DISPOSAL	845	2,500	2,500	4,000	Add't Cost Beautification
6210-298	MAINTENANCE & PARTS - MISC	1,868	2,600	2,600	3,000	
TOTAL MAINTENANCE & REPAIR		38,585	34,565	35,918	38,350	
PURCHASED SERVICES						
6210-307	TRAVEL/TRAINING	0	4,583	4,583	3,599	See Travel & Training Plan
6210-309	PROFESSIONAL SERVICES	0	5,000	2,000	5,000	
6210-323	CELL PHONE	2,034	3,500	3,500	3,500	
6210-331	UTILITIES, ELECTRIC	4,467	4,500	4,500	6,000	
6210-346	EQUIPMENT RENTAL	1,048	4,000	4,000	4,000	
TOTAL PURCHASED SERVICES		7,549	21,583	18,583	22,099	
GENERAL & ADMINISTRATIVE SERVICES						
6210-443	DUES/LICENSES	45	430	430	400	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES		45	430	430	400	
NON-CAPITAL EXPENSE						
6210-411	FURNITURE & FIXTURES	0		0		
6210-416	IMPLEMENTS & APPARATUS	0	6,000	6,000	0	
6210-433	SIGNS & MARKINGS	0	10,000	10,000	12,000	
TOTAL NON-CAPITAL EXPENSE		0	16,000	16,000	12,000	
CAPITAL OUTLAY						
8210-420	EQUIPMENT	3,330	25,000	25,000	284,595	\$14.5K Kawasaki Utility Veh (New) \$270K Gradall D 152/drainage
8210-421	VEHICLES	31,128			63,700	Replace Haul/Tow Truck
TOTAL CAPITAL OUTLAY		34,458	25,000	25,000	348,295	
TOTAL PUBLIC WORKS		198,592	255,028	282,461	664,940	

11 -GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6211-103	SALARIES - NON-EXMPT TEMP	23,804	37,440	37,440	20,160	3 seasonal positions
6211-112	WORKERS COMP	617	1,250	1,250	600	
6211-127	MEDICARE	345	600	600	300	
TOTAL PERSONNEL SERVICES		24,766	39,290	39,290	21,060	
<u>MAINTENANCE & REPAIR</u>						
6211-233	EQUIPMENT MAINTENANCE	1,951	4,500	4,500	4,500	
TOTAL MAINTENANCE & REPAIR		1,951	4,500	4,500	4,500	
<u>PURCHASED SERVICES</u>						
6211-322	CONTRACTS (MOWING)	0	85,500	85,500	57,500	(\$28K)Eliminated Rough Mowing Added PT PW Specialist to 6210
6211-331	UTILITIES, ELECTRIC	1,916	2,000	2,000	2,000	
6211-333	UTILITIES, WATER	13,378	10,000	10,000	10,000	
TOTAL PURCHASED SERVICES		15,294	97,500	97,500	69,500	
<u>SPECIAL EVENTS</u>						
6211-444	FOUNDERS DAY	19,381	30,000	30,000	30,000	
6211-445	SERVICE TREE PROGRAM	2,626	3,000	3,000	3,200	
6211-446	KEEP LUCAS BEAUTIFUL	1,912	3,550	3,550	4,550	See Detail Listing/includes food for Two cleanup events
6211-447	COUNTRY CHRISTMAS	10,038	10,000	10,000	10,000	
6211-448	PARK EVENTS	0	0	0	11,000	See Detail Listing
TOTAL SPECIAL EVENTS		33,957	46,550	46,550	58,750	
<u>NON-CAPITAL OUTLAY</u>						
6211-417	PARK IMPROVEMENTS	8,423	50,000	50,000	50,000	\$10K Beautification/\$40K Trails
6211-418	PARK IMPROVEMENTS- USACE		50,000	50,000	0	
TOTAL NON- CAPITAL OUTLAY		8,423	100,000	100,000	50,000	
<u>CAPITAL OUTLAY</u>						
8211-417	PARK IMPROVEMENTS	70,987		19,055	23,115	Lewis Park Pavilion Roof
TOTAL CAPITAL OUTLAY		70,987	0	19,055	23,115	
TOTAL PARKS		155,378	287,840	306,895	226,925	

11 -GENERAL FUND DEVELOPMENT SERVICES DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6212-101	SALARIES - EXEMPT	45,809	45,853	47,597	47,741	
6212-102	SALARIES - NON-EXEMPT	202,611	202,488	208,572	214,469	
6212-111	OVERTIME	8,175	11,200	11,200	11,200	
6212-112	WORKERS' COMPENSATION	2,100	2,200	2,200	2,200	
6212-113	LONGEVITY PAY	950	1,304	1,304	1,420	
6212-122	TMRS	35,161	34,158	35,223	35,500	
6212-123	GROUP INSURANCE	43,197	44,010	44,010	44,982	
6212-127	MEDICARE	3,534	3,831	3,945	3,965	
6212-129	LT DISABILITY	1,012	1,100	1,100	1,350	
6212-131	UNEMPLOYMENT					
TOTAL PERSONNEL SERVICES		342,549	346,144	355,151	362,827	
MATERIALS & SUPPLIES						
6212-201	OFFICE SUPPLIES	4,396	5,500	5,500	5,500	
6212-203	SUBSCRIPTIONS	0	350	350	350	
6212-204	FOOD/BEVERAGE	419	500	500	500	
6212-205	LOGO/UNIFORM ALLOWANCE	1,824	2,400	2,400	2,400	
6212-206	FUEL & LUBRICANTS	4,561	5,200	5,200	5,200	
6212-210	COMPUTER SUPPLIES	200	250	250	250	
TOTAL MATERIALS & SUPPLIES		11,400	14,200	14,200	14,200	
MAINTENANCE & REPAIR						
6212-232	VEHICLE MAINTENANCE	3,950	5,900	13,077	6,900	See Detail Listing/Decr pr yr insr claim
TOTAL MAINTENANCE & REPAIR		3,950	5,900	13,077	6,900	
PURCHASED SERVICES:						
6212-305	SOFTWARE SUPPORT/MAINTENANC	1,630	6,500	6,500	1,900	Incode Maint.
6212-307	TRAINING & TRAVEL	10,521	10,611	10,611	12,197	See Travel & Training Plan
6212-309	PROFESSIONAL SERVICES	23,500	14,600	4,050	14,600	See Detail Listing
6212-313	MAINTENANCE AGREEMENTS	0	100	100	100	
6212-323	CELL PHONE	2,638	3,200	3,200	3,200	
TOTAL PURCHASED SERVICES		38,289	35,011	24,461	31,997	
GENERAL & ADMINISTRATIVE SERVICES						
6212-443	DUES/LICENSES	1,324	3,029	3,029	3,029	See Detail Listing
6212-450	COMPUTER HARDWARE		0	2,500	5,150	See Comprehensive IT Budget Listing (Three Surface Pros/Vehicle Dock Wireless printer for onsite)
6212-451	SOFTWARE, BOOKS & CD'S	1,750	4,385	3,285	1,600	ESRI Software/See Comp IT Budget L
6212-452	STORM WATER MGMT EXPENSE	1,701	6,000	6,000	8,500	Includes two cleanup events
TOTAL GENERAL & ADMINISTRATION SERVICES		4,775	13,414	14,814	18,279	
CAPITAL OUTLAY						
8212-420	EQUIPMENT	0	6,000	6,000		
8212-451	COMPUTER SOFTWARE				51,400	See Comprehensive IT Budget Listing EnerGov new bldg permitting software
8212-452	COMPUTERS					
8212-421	VEHICLES	29,522				
TOTAL CAPITAL OUTLAY		29,522	6,000	6,000	51,400	
TOTAL DEVELOPMENT SERVICES		430,485	420,669	427,703	485,603	

11 - GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6300-101	SALARIES - EXEMPT	166,109	172,165	208,360	253,101	
6300-102	SALARIES - NON EXEMPT FF/EMS	666,477	753,068	770,877	753,534	
6300-103	SAL - NON EXEMPT TEMP	0	0	0	3,600	Fire Emerg Mgmt Internship (240 Hrs)
6300-106	CERTIFICATION FEES	4,515	9,660	9,660	12,360	See Detail Listing
6300-111	SALARIES - OVERTIME	95,455	111,101	111,101	123,716	See Detail Listing
6300-112	WORKERS' COMPENSATION	40,518	49,500	49,500	49,500	
6300-113	LONGEVITY PAY	1,452	2,644	2,644	2,500	
6300-122	TMRS	129,301	137,598	144,943	147,000	
6300-123	GROUP INSURANCE	146,434	156,480	156,480	159,936	
6300-127	MEDICARE	14,722	15,159	15,928	16,660	
6300-128	OTHER RETIREMENT	28,696	51,120	51,120	51,120	
6300-129	LT DISABILITY	3,477	4,135	4,135	5,290	
6300-133	TELEPHONE ALLOWANCE	0	600	600	600	
TOTAL PERSONNEL SERVICES		1,297,156	1,463,230	1,525,348	1,578,917	
<u>MATERIALS & SUPPLIES</u>						
6300-201	OFFICE SUPPLIES	2,101	2,400	2,400	2,250	
6300-202	POSTAGE	505	500	500	400	
6300-203	SUBSCRIPTIONS	62	140	140	140	
6300-204	FOOD/BEVERAGE	4,568	6,650	6,650	6,550	
6300-205	LOGO/UNIFORM ALLOWANCE	10,647	22,285	22,285	22,350	See Detail Listing
6300-206	FUEL & LUBRICANTS	18,228	18,300	18,300	19,000	
6300-207	FUEL - PROPANE/(natural gas)	1,515	1,700	1,700	1,800	
6300-208	MINOR APPARATUS	11,444	9,400	7,600	7,950	See Detail Listing
6300-209	PROTECTIVE CLOTHING	9,740	29,400	41,301	29,520	Timing of Bunker Gear purchases
6300-210	COMPUTER SUPPLIES	857	1,300	1,300	1,300	
6300-211	MEDICAL & SURGICAL SUPPL	23,651	27,600	27,600	28,000	
6300-214	SUPPLIES - FD	2,998	4,070	4,070	4,000	
6300-215	DISPOSABLE MATERIALS	0	5,550	5,550	6,050	
6300-227	PREVENTION ACTIVITIES	3,324	7,450	7,450	6,600	
TOTAL MATERIALS & SUPPLIES		89,640	136,745	146,846	135,910	
<u>MAINTENANCE & REPAIR</u>						
6300-231	FACILITY MAINTENANCE	7,060	11,350	11,350	13,900	See Detail Listing
6300-232	VEHICLE MAINTENANCE	71,390	27,149	27,983	27,049	See Detail Listing
6300-233	EQUIPMENT MAINT	4,755	6,820	6,820	12,550	See Detail Listing/Recl \$5K from acct 309
TOTAL MAINTENANCE & REPAIR		83,205	45,319	46,153	53,499	
<u>PURCHASED SERVICES</u>						
6300-302	FIRE DEPT RUN REIMBURS.	73,495	86,320	86,320	77,820	See Detail Listing
6300-302.1	LISD GAME COVERAGE	1,448	8,100	8,100	6,210	
6300-303	TELEPHONE	1,608	3,580	3,580	3,700	
6300-304	INTERNET	6,540	6,600	6,600	6,600	
6300-307	TRAINING & TRAVEL	18,316	35,311	35,311	37,578	See Detail Listing
6300-309	PROFESSIONAL SERVICES	73,052	117,666	115,466	116,709	See Detail Listing/IT Budget \$9.1K
6300-310	SCBA	17,681	18,745	18,745	25,490	See Detail Listing
6300-312	PARAMEDIC SCHOOL	16,433	2,350	2,350	1,000	See Detail Listing
6300-313	MAINTENANCE AGREEMENTS	7,421	19,450	12,450	16,300	See Detail Listing/IT Budget \$12.8K
6300-316	911 DISPATCH	41,968	79,000	79,000	79,000	
6300-323	CELL PHONE	7,599	9,490	7,805	9,090	
6300-325	LIABILITY INSURANCE	13,983	20,000	20,000	20,000	
6300-331	UTILITIES, ELECTRIC	23,651	27,000	27,000	27,000	
6300-333	UTILITIES, WATER	2,440	4,000	4,000	4,000	
6300-337	PAGER SERVICE	675	700	700	700	
6300-346	EQUIPMENT RENTAL	0	450	450	450	
6300-349	EMS/EQP NOTE PAY INT	3,476	1,758	1,758	0	
6300-350	EMS EQUIP FINAN PRINC	59,213	60,930	60,930	0	
TOTAL PURCHASED SERVICES		368,999	501,450	490,565	431,647	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6300-441	APPRECIATION/AWARDS	2,599	4,200	4,200	4,200	See Detail Listing
6300-443	DUES/LICENSES	4,937	5,808	5,808	7,003	See Detail Listing
6300-447	EMERGENCY MANAGEMENT SERV	7,709	16,369	16,369	13,439	See Detail Listing
6300-448	REHAB TRAINING & EQUIPMENT	2,390	2,000	2,000	2,000	See Detail Listing
6300-451	SOFTWARE, BOOKS & CD'S	1,795	2,300	2,300	4,700	See Detail Listing /IT Budget \$3K
TOTAL GENERAL & ADMINISTRATIVE SERVICES		19,430	30,677	30,677	31,342	

11 -GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES	2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
NON-CAPITALIZED EXPENSE					
6300-411 FURNITURE & FIXTURES		0	0		
6300-420 EQUIPMENT	7,837	0	6,128		
6300-452 HARDWARE & TELECOM	1,874	500	17,207	20,050	\$19.2K IT Budget/\$850 Radio Maint.
TOTAL NON-CAPITALIZED EXPENSE	9,711	500	23,335	20,050	
CAPITAL OUTLAY					
8300-200 BUILDING IMPROVEMENTS	0	69,050	71,250	25,000	See Detail Listing
8300-411 FURNITURE & FIXTURES	0	0	0		
8300-416 IMPLEMENTS & APPARATUS	0	0	0	0	
8300-420 EQUIPMENT	109,473	0	78,421		New Ambulance Equipment
8300-421 VEHICLES	731,176	0	317,719		New Ambulance
8300-452 HARDWARE & TELECOM	92,298	0	0	0	
TOTAL CAPITAL OUTLAY	932,947	69,050	467,390	25,000	
TOTAL FIRE	2,801,088	2,246,971	2,730,314	2,276,365	

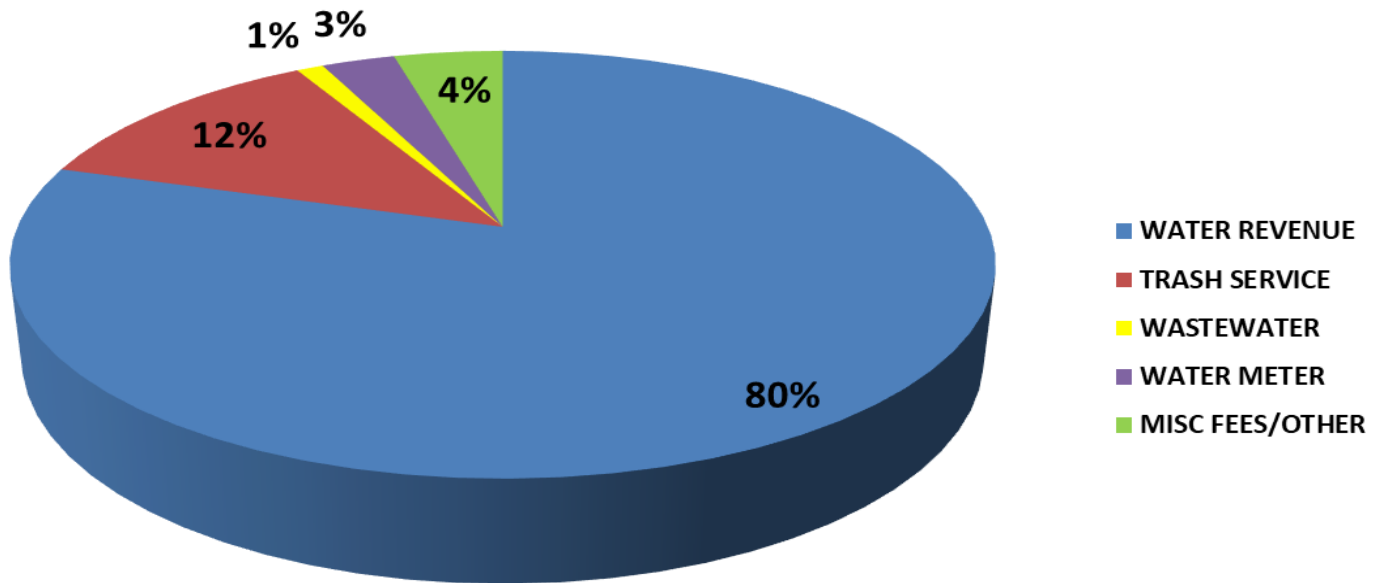
11 -GENERAL FUND		2017-2018	2018-2019	2018-2019	2019-2020	
GENERAL ADMINISTRATION - NON-DEPA		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6999-109	TMRS - COLA					
6999-110	PERFORMANCE/INCENTIVE PA	28,000	62,343	36,500	65,925	COLA/MERIT 3%
6999-130	LT DISABILITY					
TOTAL PERSONNEL SERVICES		28,000	62,343	36,500	65,925	
<u>MAINT & SUPPLIES</u>						
6999-214	CLEANING SUPPLIES	1,399	1,500	1,500	1,500	
6999-231	FACILITY MAINT	14,077	22,800	50,877	30,400	\$23.2 Annual/\$300 alarm monitoring \$6.9K Stain covered porch city hall
TOTAL MAINT & SUPPLIES		15,476	24,300	52,377	31,900	
<u>PURCHASED SERVICES</u>						
6999-303	TELEPHONE	8,590	11,500	11,500	11,500	
6999-305	IT SUPPORT/MAINT	72,292	72,292	72,292	72,292	See Comprehensive IT Budget Listing
6999-306	SOFTWARE MAINTENANCE	17,389	17,220	17,220	17,484	See Comprehensive IT Budget Listing
6999-308	CLEANING & PEST CONTROL	16,619	17,200	17,200	18,300	
6999-309	PROFESSIONAL SERVICES	3,620	4,300	4,300	4,320	See Comprehensive IT Budget Listing
6999-310	LEGAL SERVICES	75,631	75,000	150,000	150,000	
6999-326	LAW ENFORCEMENT	281,565	300,000	300,000	250,000	\$25K additional coverage for events
6999-331	ELECTRICITY	7,419	8,400	8,400	8,400	
6999-333	WATER	387	600	600	600	
6999-336	ANIMAL CONTROL	34,000	35,000	35,000	35,000	
TOTAL PURCHASED SERVICES		517,512	541,512	616,512	567,896	
<u>NON-CAPITAL EXPENSE</u>						
6999-411	FURNITURE	0	0	0		
6999-451	SOFTWARE	8,318	6,800	13,035	12,800	See Comprehensive IT Budget Listing
6999-452	HARDWARE, TELECOM	2,147	6,464	11,315	26,445	See Comprehensive IT Budget Listing
TOTAL NON-CAPITALIZED EXPENSE		10,465	13,264	24,350	39,245	
<u>CAPITAL OUTLAY</u>						
8999-200	BUILDING IMPROVEMENTS	0	0	15,000	0	
8999-420	EQUIPMENT		0	0		
8999-421	VEHICLE		0	0		
8999-452	HARDWARE, TELECOM	0	0	0		
TOTAL CAPITAL OUTLAY		0	0	15,000	0	
TOTAL NON-DEPARTMENTAL		571,453	641,419	744,739	704,966	

21 - CAPITAL IMPROVEMENTS	2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
REVENUES					
<u>FEES & SERVICE CHARGES</u>					
4404 INTERGOV/3RD PARTY REV	101,509	0	0	0	
TOTAL FEES & SERVICE CHARGES	101,509	0	0	0	
<u>BOND PROCEEDS</u>					
4800 BOND PROCEEDS	0	0	7,215,000		
4810 BOND ISSUE PREMIUM	0		488,693		
TOTAL BOND PROCEEDS	0	0	7,703,693	0	
<u>MISCELLANEOUS REVENUE</u>					
4911 INTEREST INCOME	103,136	96,000	120,000	120,000	Adjust for trend
4914 INSURANCE PROCEEDS	0	0	0		
TOTAL MISCELLANEOUS REV	103,136	96,000	120,000	120,000	
TOTAL REVENUES	204,645	96,000	7,823,693	120,000	

21 - CAPITAL IMPROVEMENTS PUBLIC WORKS DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
CAPITAL OUTLAY						
7900-298	BOND ISSUE COSTS	0		153,693		
8210-490-104	WATER METER REPLACEMENT	257,855	130,000	130,000	0	
8210-490-120	PARKER R 12" WATER LINE PHASE ONE	170,533	0	43,586	0	
8210-490-122	PARKER RD PHASE TWO	403,331	0	80,878	0	
8210-490-124	PROJ MGMT 125 -ELEV WATER TWR		0	34,973	34,973	
8210-490-125	ELEVATED WATER TOWER	73,245	2,777,240	2,750,120	0	
8210-490-126	PARKER RD PHASE 3T	6,360	0	0	0	
8210-490-127	SCADA SYSTEM PROJECT			100,000		
8210-490-128	NORTH PUMP STATION PROJECT			0		
8210-300	W LUCAS RD/COUNTRY CLUB - DRAINAGE	2,500	0	0	0	
8210-301	W LUCAS RD/COUNTRY CLUB - RTR	84,694	0	0	0	
8210-302	W LUCAS RD/CC RD TO ANGEL PKWY - RTR	789,849	0	0	0	
8210-491-123	WINNINGKOFF ROAD REVERSE CURVE	622,692	0	10,206	0	
8210-491-124	STINSON RD W LUCAS INTERSECTION	295,730	0	124,095	0	
8210-491-126	COUNTRY CLUB RD/ESTATES PKWY INTERSECTION	55,303	267,300	294,696	0	
8210-491-127	WINNINGKOFF RD(REVERSE C TO SNIDER LN)	106,867	1,184,150	1,804,918	0	
8210-491-128	STINSON RD (PARKER RD TO BRISTOL PARK)	160,223	2,002,090	2,786,460	0	
8210-491-129	BLONDY JHUNE RD (WEST BRIDGE TO WINNINGK)	104,500	2,584,685	2,792,592	0	
8210-491-130	PARKER RD-CIMARRON TRAIL TURN LANE		0	200,000	0	
8210-491-131	PROJ MGMT 127 - WINNINGKOFF RD		0	0	139,890	
8210-491-132	PROJ MGMT 128 - STINSON RD		0	104,918	104,918	
8210-491-133	PROJ MGMT 129 - BLONDY JHUNE RD		0	139,890	139,890	
8210-491-500	BROCKDALE RD REHABILITATION		0	38,795		
TOTAL CAPITAL OUTLAY		3,133,682	8,945,465	11,589,820	419,671	
TOTAL PUBLIC WORKS		3,133,682	8,945,465	11,589,820	419,671	

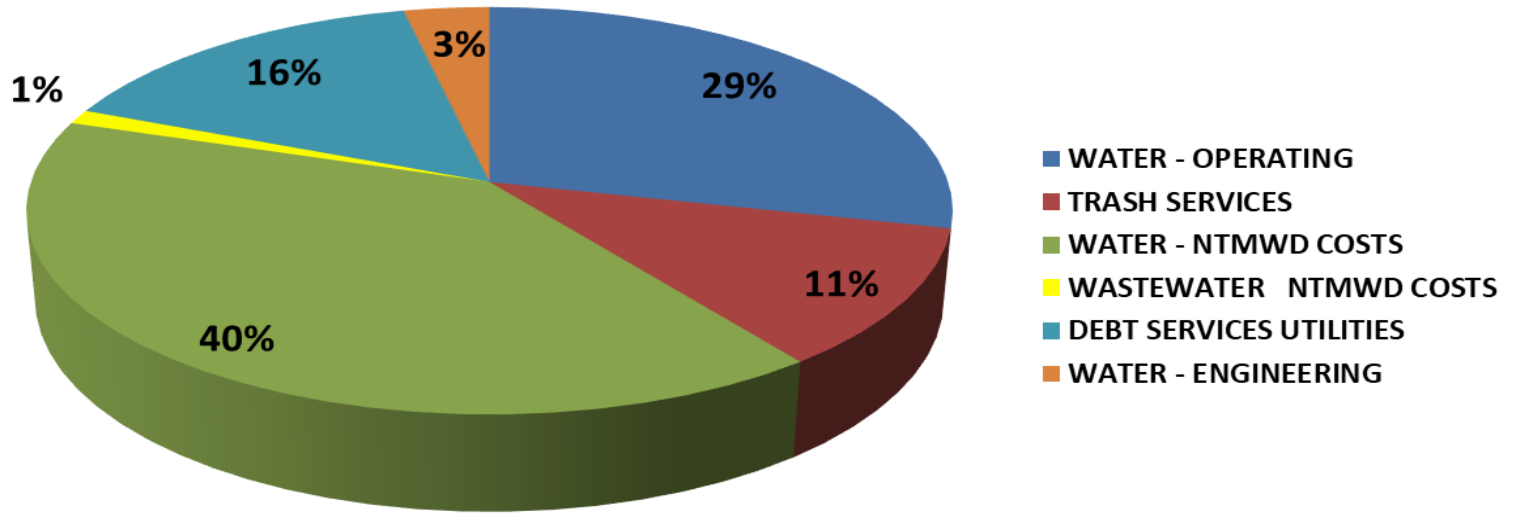
Water Fund Revenue FY 19/20

Total \$ 4,903,963



Water Fund Expenditures FY 19/20

Total \$ 4,747,761



51 - WATER UTILITIES FUND

		2017-2018	2018-2019	2018-2019	2019-2020	
		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	
REVENUES		ACTUAL	BUDGET	BUDGET	BUDGET	DESCRIPTION
FEES & SERVICE CHARGES						
4461	WATER REVENUE	4,102,599	3,687,319	2,897,000	3,909,333	FY 18-19 Water Fund Adjustment
4462	WATER TAPS & BORES	0	0	0		
4463	PENALTY & INTEREST	39,290	35,000	35,000	35,000	
4467	WATER METER	195,300	180,000	100,000	140,000	
4468	WATER METER REPAIRS	11,400	9,000	9,000	9,000	
4469	WASTEWATER FEES	52,654	51,230	51,230	51,230	
4470	REREAD/CHARTING	100	100	100	100	
4478	TRASH SERVICE	602,658	576,000	596,000	596,000	
4497	FH METER RENTAL INC	5,000	4,100	2,900	2,900	
4498	MISC. FEE AND CHARGES		0	0	0	
4499	WATER LINES/FEES DEVEL	0	0	0	0	
TOTAL FEES & SERVICE CHARGES		5,009,001	4,542,749	3,691,230	4,743,563	0
BOND PROCEEDS						
4800	BOND PROCEEDS	0	0	1,390,000	0	
4810	BOND ISSUE PREMIUM	0		92,986	0	
TOTAL BOND PROCEEDS		0	0	1,482,986	0	-
MISCELLANEOUS REVENUE						
4911	INTEREST INCOME	104,144	90,000	153,566	150,000	
4912	RETURN CHECK CHARGE	500	400	400	400	-
4913	NTMWD REFUND	9,689	30,000	50,000	10,000	FY 18-19 Water Fund Adjustment
4914	INSURANCE CLAIM REIMB	0	0	0	0	-
4915	MISC REV -SALES TAX DISC	69				
4992	SALE OF ASSETS	7,301	0	0	0	-
4996	WF RESERVE FUNDING (USE OF)	116,365	0	534,538	0	FY 18-19 Water Fund Adjustment
TOTAL MISCELLANEOUS REVENUE		238,068	120,400	738,504	160,400	
*** TOTAL REVENUES ***		5,247,069	4,663,149	5,912,720	4,903,963	

51 - WATER FUND- Operations

		2017-2018	2018-2019	2018-2019	2019-2020	
		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6400-101	SALARIES - EXEMPT	161,488	161,929	172,429	173,516	
6400-102	SALARIES - NON-EXEMPT	234,919	244,741	250,193	250,495	
6400-106	CERTIFICATION FEES	2,930	6,300	6,300	6,300	
6400-110	PERFORMANCE/INCENTIVE PAY	4,298	14,529	2,238	17,630	COLA/MERIT 3%
6400-111	OVERTIME	32,120	51,726	51,726	51,726	
6400-112	WORKERS' COMPENSATION	8,730	10,676	10,676	10,700	
6400-113	LONGEVITY PAY	2,038	2,100	2,100	2,500	
6400-122	TMRS	59,513	61,157	63,327	62,500	
6400-123	GROUP INSURANCE	67,794	73,350	73,350	74,970	
6400-127	MEDICARE	5,996	6,738	6,970	6,995	
6400-129	LT DISABILITY	1,642	1,756	1,756	2,157	
6400-141	CAR ALLOWANCE	2,400	2,400	2,400	2,400	
TOTAL PERSONNEL SERVICES		583,868	637,402	643,465	661,889	
MATERIALS & SUPPLIES						
6400-201	OFFICE SUPPLIES	798	800	800	800	
6400-202	POSTAGE	525	2,000	2,000	2,000	
6400-204	FOOD/BEVERAGE	367	400	400	800	
6400-206	FUEL & LUBRICANTS	11,437	14,000	9,945	14,000	FY 18-19 Water Fund Adjustment
6400-208	MINOR APPARATUS	0	0	0	1,500	Jack Hammer
6400-209	PROTEC CLOTHING/UNIFORMS	3,730	8,525	5,794	8,775	FY 18-19 Water Fund Adjustment
6400-210	COMPUTER SUPPLIES	148	225	0	300	FY 18-19 Water Fund Adjustment
6400-211	MEDICAL SUPPLIES	0	250	0	250	FY 18-19 Water Fund Adjustment
6400-212	CHEMICALS	168	6,000	6,000	6,000	
6400-222	OTHER SUPPLIES	0	1,500	0	1,500	FY 18-19 Water Fund Adjustment
6400-223	SAND/DIRT	0	1,000	0	1,000	FY 18-19 Water Fund Adjustment
6400-224	ASPHALT/FLEXBASE/CONCRETE	0	3,000	0	3,000	FY 18-19 Water Fund Adjustment
TOTAL MATERIALS & SUPPLIES		17,173	37,700	24,939	39,925	
MAINTENANCE & REPAIR						
6400-230	REPAIRS & MAINT. - EQUIP.	1,573	2,500	2,500	2,500	
6400-231	FACILITY MAINTENANCE	1,057	3,000	3,000	3,000	
6400-232	VEHICLE/EQP MAINT.	3,730	7,850	7,850	5,850	See Detail Listing/reduced costs if haul truck is replaced
6400-233	REPAIR & MAINT WTR FACILITIES	150,178	158,000	129,336	163,000	FY 18-19 Water Fund Adjustment
TOTAL MAINTENANCE & REPAIR		156,538	171,350	142,686	174,350	
PURCHASED SERVICES:						
6400-237	TRASH SERVICES	525,147	510,000	520,000	528,000	Increased customer count
6400-302	AUDITING & ACCOUNTING	9,943	12,500	12,500	12,500	
6400-303	TELEPHONE	4,846	6,000	6,000	7,200	
6400-304	UB PROCESSING	23,336	24,000	25,000	25,000	
6400-305	SOFTWARE SUPPORT/MAINT	19,722	25,650	25,650	26,500	\$13.5K Online Bill Pay/\$13K Incode Annual Maint.
6400-307	TRAINING & TRAVEL	6,832	9,998	9,998	10,735	See Travel & Training Plan
6400-309	PROFESSIONAL SERVICES	34,921	32,000	9,000	24,000	FY 18-19 Water Fund Adjustment
6400-313	MAINTENANCE AGREEMENTS	5,416	5,400	5,400	5,400	
6400-315	WATER - NTMWD	1,778,910	1,954,915	1,866,924	1,910,914	Estimated at \$3.04 per 1,000 gallons
6400-316	WASTEWATER NTMWD	22,769	47,838	26,451	53,980	FY 18-19 Water Fund Adjustment
6400-323	CELL PHONE	4,154	5,000	5,000	5,000	
6400-325	LIABILITY INSURANCE	16,133	20,200	16,638	20,200	FY 18-19 Water Fund Adjustment
6400-331	ELECTRICITY	74,165	70,000	61,949	75,000	FY 18-19 Water Fund Adjustment
6400-333	UTILITIES, WATER	22	400	400	400	
6400-346	EQUIPMENT RENTAL	0	4,000	0	4,000	FY 18-19 Water Fund Adjustment
TOTAL PURCHASED SERVICES		2,526,316	2,727,901	2,590,910	2,708,829	
GENERAL & ADMIN SERVICES/TRANSFERS						
6400-443	DUES/LICENSES	0	0	0	333	Three water licenses @ \$111 each
6400-999	PILOT TRANSFER OUT	274,498	248,437	248,437	255,495	
TOTAL GENERAL & ADMIN SERVICES/TRANSF		274,498	248,437	248,437	255,828	
NON-CAPITAL EXPENSE						
6400-411	FURNITURE	0	0	0	0	
6400-416	IMPLEMENTS & APPARATUS					

51 - WATER FUND- Operations

		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
6400-420	EQUIPMENT - WATER	0	6,000	6,000		
6400-452	COMPUTER HARDWARE	0	0	0	10,500	See Comprehensive IT Budget Listing
TOTAL NON-CAPITAL EXPENSE		0	6,000	6,000	10,500	-
CAPITAL OUTLAY						
8400-420	EQUIPMENT - WATER	15,384			0	
8400-421	VEHICLE	0	0	0		
TOTAL CAPITAL OUTLAY		15,384	0	0	0	
TOTAL WATER UTILITIES		3,573,777	3,828,790	3,656,437	3,851,321	

51 - WATER FUND- Engineering

		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
<u>PERSONNEL SERVICES</u>						
6409-101	SALARIES - EXEMPT	76,629	82,765	85,251	85,259	
6409-112	WORKERS' COMPENSATION	280	282	282	290	
6409-113	LONGEVITY PAY	138	204	204	235	
6409-122	TMRS	10,481	10,893	10,929	11,000	
6409-123	GROUP INSURANCE	9,663	9,780	9,780	9,972	
6409-127	MEDICARE	1,039	1,316	1,654	1,654	
6409-129	LT DISABILITY	335	365	365	446	
TOTAL PERSONNEL SERVICES		98,565	105,605	108,465	108,856	
<u>MATERIALS & SUPPLIES</u>						
6409-201	OFFICE SUPPLIES	249	500	500	1,500	\$1K Plotter Ink/Paper/\$500 Other
6409-204	FOOD/BEVERAGE	95	500	500	500	
6409-208	MINOR APPARATUS	0	500	500	500	
6409-209	PROTEC CLOTHING/UNIFORMS	112	1,350	1,350	1,350	See Detail Listing
6409-210	COMPUTER SUPPLIES	0	500	500	500	
TOTAL MATERIALS & SUPPLIES		456	3,350	3,350	4,350	
<u>MAINTENANCE & REPAIR</u>						
6409-232	VEHICLE MAINTENANCE	0	0	0	2,000	See Detail Listing
TOTAL MAINTENANCE & REPAIR		0	0	0	2,000	
<u>PURCHASED SERVICES:</u>						
6409-305	SOFTWARE SUPPORT & MAINT	495	550	550	550	See Comprehensive IT Budget Listing
6409-307	TRAINING & TRAVEL	0	240	240	240	See Travel & Training Plan
6409-309	PROFESSIONAL SERVICES	214	35,800	15,800	35,800	FY 18-19 Water Fund Adjustment
6409-323	CELL PHONE	654	1,200	1,200	1,200	
TOTAL PURCHASED SERVICES		1,363	37,790	17,790	37,790	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						
6409-443	DUES/LICENSES	40	1,125	1,125	1,125	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES/TRANSFERS		40	1,125	1,125	1,125	
<u>NON-CAPITAL EXPENSE</u>						
6409-411	FURNITURE	0	500	500	500	
6409-416	IMPLEMENTS & APPARATUS	45	500	500	5,000	Pressure Monitors
6409-452	HARDWARE & TELECOM	0	0	0	3,000	EOC Radio
TOTAL NON-CAPITAL EXPENSE		45	1,000	1,000	8,500	
<u>CAPITAL OUTLAY</u>						
8400-452	HARDWARE & TELECOMM					
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL WATER UTILITIES		100,469	148,870	131,730	162,621	

51 - WATER UTILITIES FUND

DEPARTMENTAL EXPENDITURES		2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
DEBT SERVICE						
7900-214	2007 CERT OF OBLIG-PRINCIPAL	120,000	120,000	120,000	120,000	
7900-215	2007 CERT OF OBLIG-INTEREST	49,938	44,838	44,838	39,738	
7900-216	2007 GO REFUNDING- PRINCIPAL	100,000	105,000	105,000	110,000	
7900-217	2007 GO REFUNDING- INTEREST	17,860	14,006	14,006	9,964	
7900-218	2011 CERT OF OBLIG-PRINCIPAL	95,000	100,000	100,000	105,000	
7900-219	2011 CERT OF OBLIG-INTEREST	63,950	61,025	61,025	57,950	
7900-222	2017 CERT OF OBLIG-PRINCIPAL	110,000	110,000	110,000	115,000	
7900-223	2017 CERT OF OBLIG-INTEREST	93,250	82,650	82,650	79,275	
7900-224	2019 CERT OF OBLIG-PRINCIPAL				50,000	
7900-225	2019 CERT OF OBLIG-INTEREST				46,293	
7900-298	BOND ISSUE COSTS	200	400	33,386	600	
TOTAL DEBT SERVICE		650,198	637,919	670,905	733,819	
TOTAL DEBT SERVICE		650,198	637,919	670,905	733,819	

59 - DEBT SERVICES FUND

DEPARTMENTAL EXPENDITURES	2017-2018 FISCAL YEAR ACTUAL	2018-2019 ORIGINAL BUDGET	2018-2019 AMENDED BUDGET	2019-2020 FISCAL YEAR BUDGET	DESCRIPTION
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REVENUES

PROPERTY TAXES

4011	PROPERTY TAXES	1,303,730	1,172,393	1,277,554	1,499,103
4012	PROPERTY TAXES-DELINQUENT	6,558	5,500	15,503	5,500
4015	PROPERTY TAXES-P&I	6,390	5,000	11,980	5,000
4911	INTEREST INCOME	17,242	15,000	42,124	24,000
TOTAL PROPERTY TAXES		1,333,920	1,197,893	1,347,161	1,533,603

TOTAL REVENUES	1,333,920	1,197,893	1,347,161	1,533,603
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EXPENDITURES

DEBT SERVICE

7900-214	2007 CERT OF OBLIG-PRINCIPAL	90,000	90,000	90,000	90,000
7900-215	2007 CERT OF OBLIG-INTEREST	38,463	34,638	34,638	30,813
7900-216	2007 GO REFUNDING- PRINCIPAL	205,000	215,000	215,000	225,000
7900-217	2007 GO REFUNDING- INTEREST	38,446	30,550	30,550	22,278
7900-218	2011 CERT OF OBLIG-PRINCIPAL	150,000	155,000	155,000	160,000
7900-219	2011 CERT OF OBLIG-INTEREST	99,000	94,425	94,425	89,700
7900-220	2015 CERT OF OBLIG-PRINCIPAL	115,000	115,000	115,000	120,000
7900-221	2015 CERT OF OBLIG-INTEREST	48,750	46,450	46,450	43,500
7900-222	2017 CERT OF OBLIG-PRINCIPAL	225,000	225,000	225,000	230,000
7900-223	2017 CERT OF OBLIG-INTEREST	186,913	165,525	165,525	158,700
7900-224	2019 CERT OF OBLIG-PRINCIPAL				90,000
7900-225	2019 CERT OF OBLIG-INTEREST				239,408
7900-298	BOND SALE EXPENSES	800	800	800	1,000
TOTAL DEBT SERVICE		1,197,372	1,172,388	1,172,388	1,500,398



City of Lucas

City Council Agenda Request

August 22, 2019

Item No. 05

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider authorizing the City Manager to enter into a development agreement with the Daniel L. Strong Revocable Living Trust for the property located at 1090 Ingram Lane, Strong Farms, Blk A, Lot 2 approving the removal of a billboard and appropriating \$15,000 to account 51-6400-309 Professional Services from unrestricted General Fund Reserves, and waiving water service impact fees in the amount of \$4552.80.

Background Information

Mr. and Mrs. Mitchell have purchased Lot 2, Block A of the Strong Addition with the intention of building a home that is approximately 75% complete. The lot has issues with water line access that the Mitchells have been attempting to work through with the City Engineer. During discussions about the water line, removal of the billboard was also discussed. The Mitchells and Ms. Devinny, Trustee for the Daniel L. Strong Revocable Living Trust who manages the billboard lease, have agreed in principle that if the City would supply water service, water meter and waive the water impact fees, they would be willing to forego renewing the lease on the billboard located on their property. The lease expires on March 31, 2020. It will be the responsibility of Clear Channel Outdoor to remove the billboard within 120 days per the lease agreement.

Attachments/Supporting Documentation

1. Strong Farms Plat
2. Development Agreement
3. Location map
4. Billboard lease

Budget/Financial Impact

1. Install new water service at 1090 Ingram at a cost of \$15,000
2. Loss of revenue in the amount of \$4,552.80 for water impact fees

Recommendation

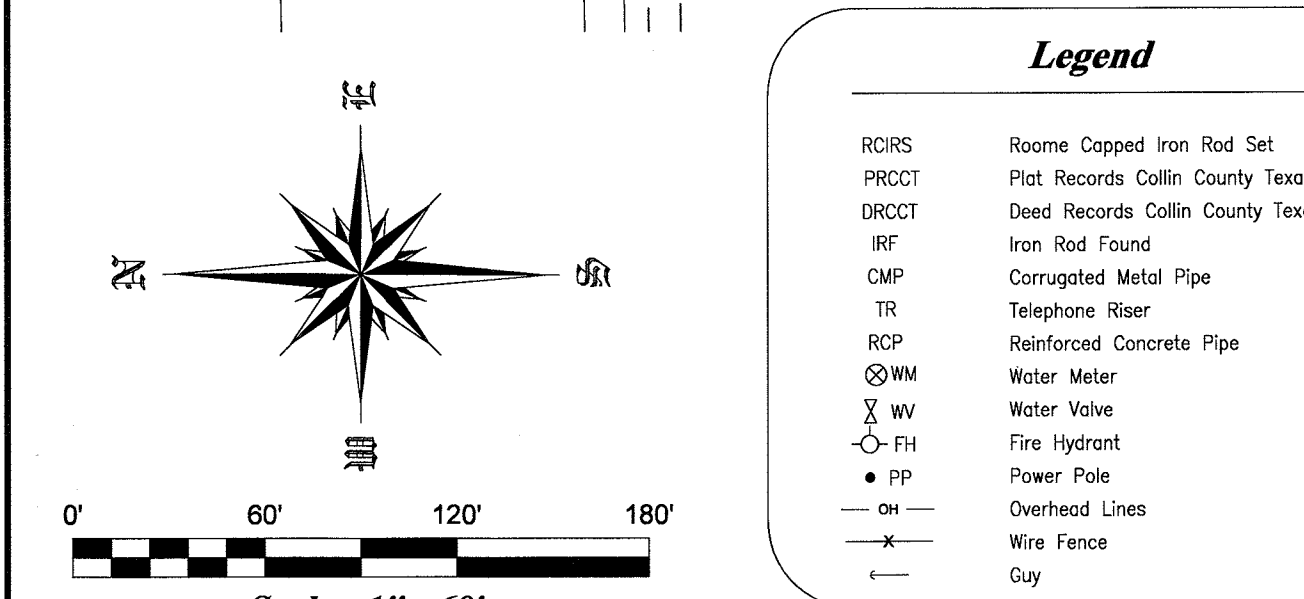
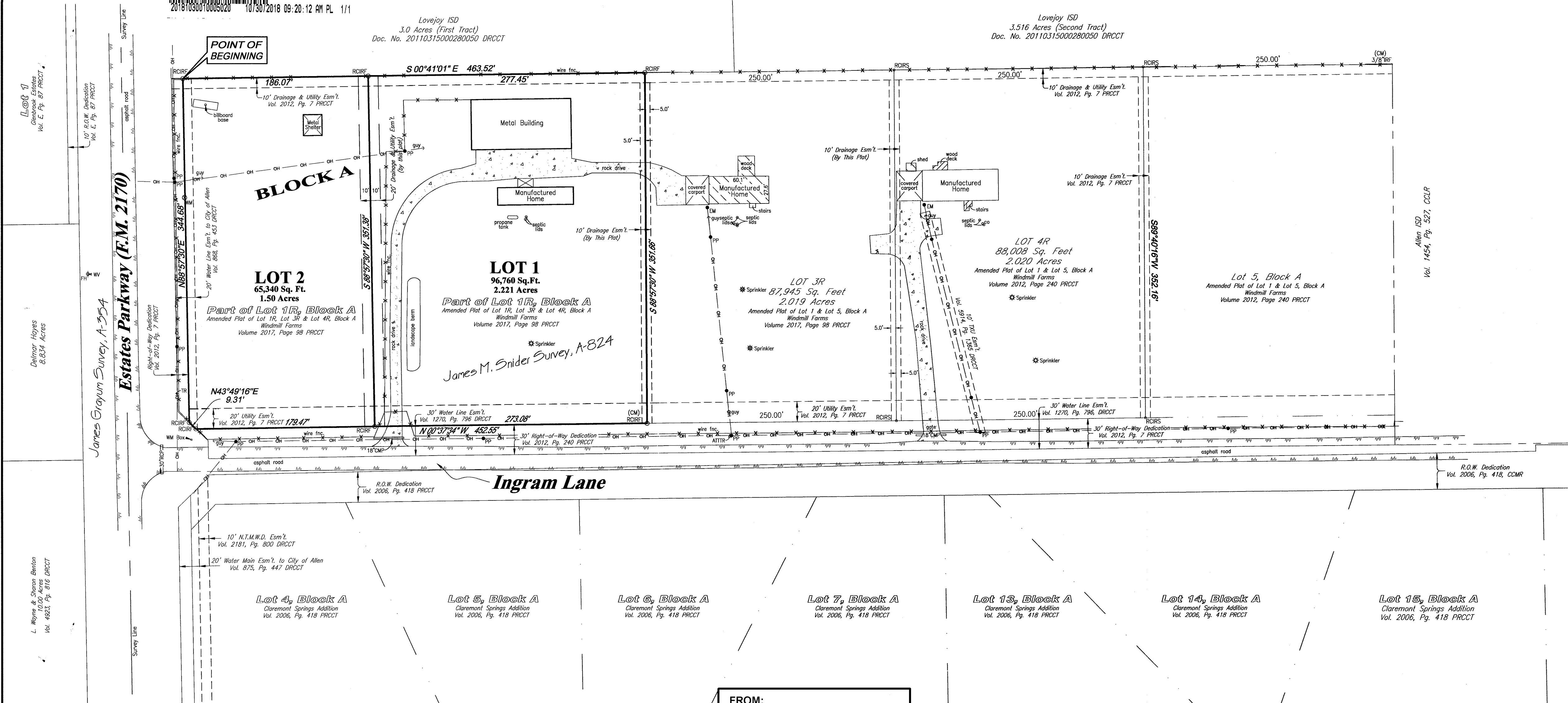
Staff recommends approval of the development agreement as presented.



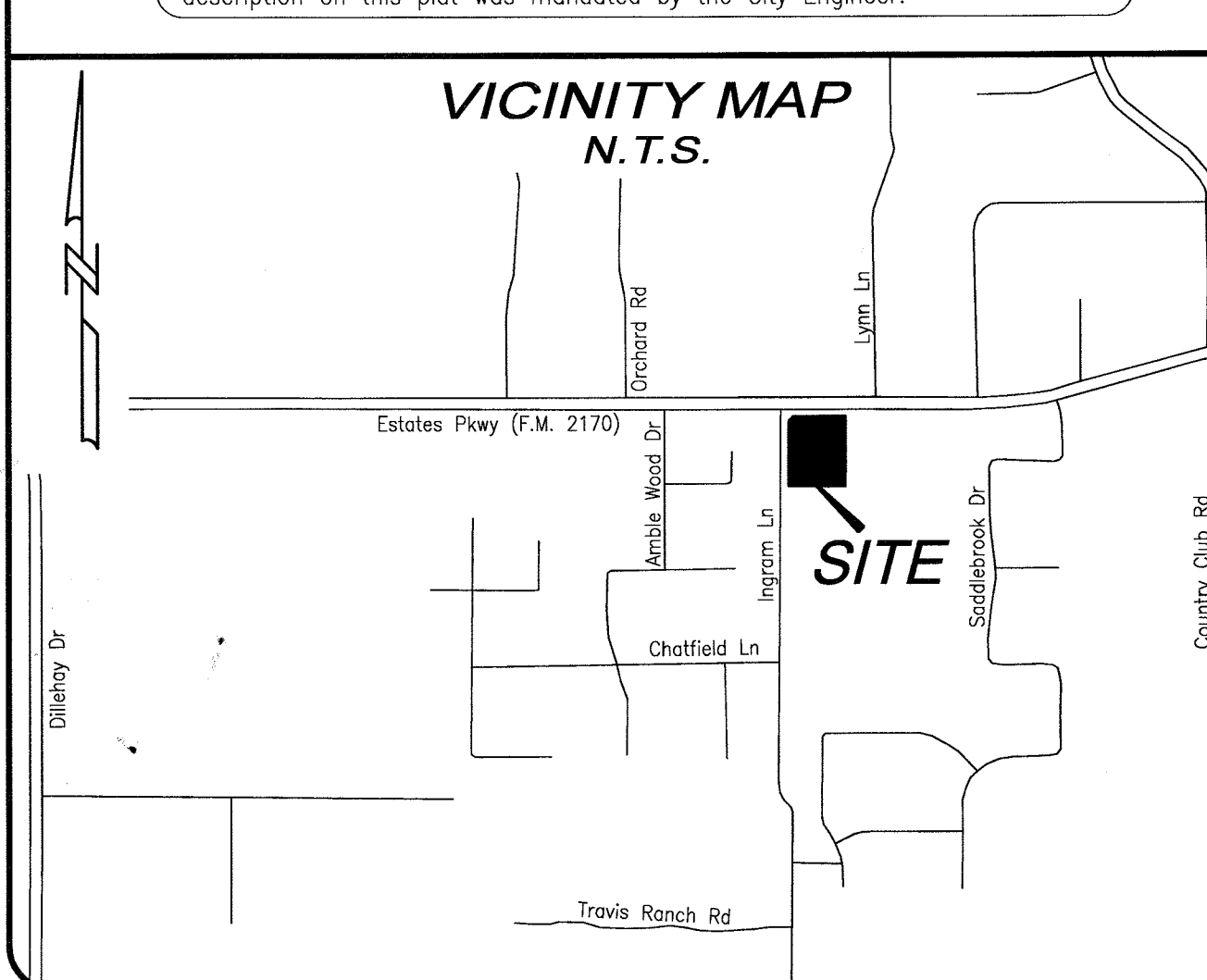
City of Lucas City Council Agenda Request August 22, 2019

Motion

I make a motion to approve/deny authorizing the City Manager to enter into a development agreement with the Daniel L. Strong Revocable Living Trust for the property located at 1090 Ingram Lane, Strong Farms, Blk A, Lot 2 approving the removal of a billboard and appropriating \$15,000 to account 51-6400-309 Professional Services from unrestricted General Fund Reserves, and waiving water service impact fees in the amount of \$4552.80.



NOTES: (1) CM is controlling monument; (2) No part of subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Flood Insurance Rate Map Number 48085C0405 J of F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X); (3) Source bearing per the Amended Plat of Lots 1R, 3R & 4R, Block A of Windmill Farms as recorded in Volume 2017, Page 98 of the Plat Records of Collin County, Texas; (4) This plat has been completed without the benefit of a title commitment; (5) The metes and bounds description on this plat was mandated by the City Engineer.



FROM: R-10173-00A-001R-1 / 3.721 AC FOR TAX YEAR 2019

OWNER'S CERTIFICATE

STATE OF TEXAS § COUNTY OF COLLIN § NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That We, Daniel L. Strong Revocable Living Trust Agreement, the Owners, do hereby bind themselves and their heirs, assigns and successors of title this plat designating the hereinabove described property as Final Plat of Lot 1 & Lot 2, Block A of Strong Farms, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the dedicated property and that no other's interest are attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Witness our hands at Lucas, Texas, this 18 day of October, 2018. [Signature] Authorized Agent for Daniel L. Strong Revocable Living Trust Agreement, Tammy Deviny

ACKNOWLEDGEMENT

STATE OF TEXAS § COUNTY OF COLLIN § Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tammy Deviny, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed. Given under my hand and seal of office, this 18 day of October, 2018. [Signature] Notary Public in and for the State of Texas

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS § COUNTY OF COLLIN § WHEREAS Daniel L. Strong Revocable Living Trust Agreement, is the owner of a tract of land situated in the State of Texas, County of Collin, and City of Lucas, being part of the James M. Snider Survey, Abstract No. 824, and being all of Lot 1R, Block A of the Amended Plat of Lot 1R, Lot 3R & Lot 4R, Block A of Windmill Farms, an addition to the City of Lucas as recorded in Volume 2017, Page 98 of the Plat Records of Collin County, Texas and being more particularly described as follows: BEGINNING at a 1/2 inch iron rod capped "Roome" found for corner in the south right-of-way line of Estates Parkway (F.M. 2170), in the west line of a 3.0 acre tract as recorded under Document No. 20110315000280050 of the Deed Records of Collin County, Texas and marking the northeast corner of said Lot 1R; THENCE with the east line of Lot 1R, the west line of said 3.0 acre tract, and the west line of a 3.516 acre tract as recorded under Document No. 20110315000280050 of the Deed Records of Collin County, Texas, South 00°41'01" East, 463.52 feet to a 1/2 inch iron rod capped "Roome" found for corner marking the southeast corner of Lot 1R, and the northeast corner of Lot 3R of said addition; THENCE with the south line of Lot 1 and the north line of said Lot 3R, South 89°40'16" West, 351.66 feet to a 1/2 inch iron rod capped "Roome" found for corner in the east right-of-way line of Ingram Lane and marking the southwest corner of Lot 1R and the northwest corner of Lot 3R; THENCE with east right-of-way line of Ingram Lane and the west line of Lot 1R, North 00°37'34" West, 452.55 feet to a 1/2 inch iron rod capped "Roome" found for corner at the southwest corner of a corner clip at the intersection of the east right-of-way line of Ingram Lane with the south right-of-way line of Estates Parkway (F.M. 2170) and marking the most westerly northwest corner of Lot 1R; THENCE with said south right-of-way line and the north line of Lot 1R as follows: North 43°49'16" East, 9.31 feet to a 1/2 inch iron rod capped "Roome" found for corner, and North 88°57'30" East, 344.68 feet to the Point of Beginning and containing 162,100 square feet or 3.721 acres of land.

The purpose of this plat is to divide Lot 1R into 2 lots.

OSSF Notes:

- 1) All lots must utilize alternative type On-Site Sewage Facilities.
2) Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
3) Lots 1R, 3R and 4R all contain existing OSSFs.
- Lots 1R and 4R have existing dwellings connected to the respective OSSFs. The existing OSSFs on Lots 1R and 4R are alternative systems, suitable for the sites and existing, respective structures. Any changes to the existing structure(s) and/or OSSFs must be reviewed by CCDS prior to construction for compliance with OSSF regulations.
- There is currently no structure/dwelling connected to the OSSF on Lot 3R. The existing OSSF on Lot 3R is an alternative system. Any proposed connection of a structure/dwelling to the existing OSSF or change to the OSSF must be reviewed by CCDS prior to construction/connection for compliance with OSSF regulations.
- The P.E. As-Builts submitted with the plat shows all OSSF components for Lots 1R, 3R and 4R to be completely within the boundaries of Lots 1R, 3R and 4R, respectively. If any of the OSSF components are actually over any of the lot lines and continue onto another parcel, the entire system(s) must be replaced with an approved alternative system (after review and permitting through CCDS).
4) Tree removal and/or grading for OSSF may be required on individual lots.
5) Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to an approved by Collin County for each lot prior to construction of any OSSF system.
6) There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used. [Signature] Registered Sanitarian or Designated Representative Collin County Development Services

SURVEYOR'S CERTIFICATE STATE OF TEXAS § COUNTY OF COLLIN § KNOW ALL MEN BY THESE PRESENTS: That I, F. E. Bemenderfer Jr., do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

[Signature] F. E. Bemenderfer Jr. R.P.L.S. No. 4051 ACKNOWLEDGEMENT STATE OF TEXAS § COUNTY OF COLLIN § Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared F. E. Bemenderfer Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th, day of October, 2018. [Signature] Notary Public in and for The State of Texas

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Director of Planning and Community Development of the City of Lucas, Texas, in accordance with the Lucas Development Code, Review & Approval Procedures. [Signature] Director of Planning and Community Development 10/17/18 ATTEST: [Signatures] Print Name & Title The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Development Code and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required. [Signature] Director of Public Works 10-18-18

Final Plat of Lot 1 & Lot 2, Block A Strong Farms Being all of Lot 1R, Block A of Windmill Farms 3.721 Acres Zoned: R-1.5 James M. Snider Survey, Abstract No. 824 City of Lucas, Collin County, Texas July 2018

Roome Land Surveying 2000 Avenue G, Suite 810 Plano, Texas 75074 (972) 423-4372 Attn: Fred Bemenderfer

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

This Development Agreement “Agreement” is entered into this ____ day of _____, 2019, by and between Daniel L. Strong Revocable Living Trust, whose address for purposes of this Agreement is 1090 Ingram Lane, City of Lucas, 75002 (“Owner”), and the City of Lucas, Texas (“City”), whose place of business for purposes of this Agreement is 665 Country Club Road, Lucas, Texas 75002-7651. Owner and the City are sometimes referred herein together as the “Parties” and individually as a “Party”.

Recitals:

1. Owner is the owner of a tract of land consisting of ±1.50 acres of real property, being Lot 2 of the Final Plat of Lot 1 and Lot 2 of Strong Farms, located in Lucas, Collin County, Texas, and being more particularly described and depicted in Exhibit “A” (the “Property”).
2. Owner desires the City to design, construct and install approximately 113 L.F. of a 1” water line across the Property, as described in Exhibit “B” (the “Project”).
3. Owner previously entered into a Lease Agreement on April 3, 2003 with Clear Channel (the “Lease Agreement”) for the purpose of allowing Clear Channel to lease a portion of the Property to erect an outdoor advertising Structure as set forth in the Lease Agreement and depiction of the Structure attached as Exhibit “C” (the “Structure”).
4. Owner and Clear Channel entered into an Amendment of Lease Agreement on March 6, 2010, extending the term of the Lease Agreement for a period of ten (10) years, expiring on March 31, 2020. A copy of the Amendment of Lease Agreement is attached as Exhibit “D”.
5. City shall design and construct the Project and waive all water impact fees associated with the Project in exchange for Owner’s agreement not to enter into a lease agreement or amendment to a lease agreement extending the term of the current lease for the Structure.

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“Effective Date”). This Agreement shall remain in full force and effect from the Effective Date until Owner and the City have completed their respective obligations hereunder.

Section 3. Definitions.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such

appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall mean the City of Lucas, Texas, acting by and through its City Manager, or other designated representative.

"Commencement of Construction" shall mean that the City will commence the Project within 30 days of the Effective Date.

"Completion of Construction" shall mean (i) the construction of the Project has been substantially completed; and (ii) the Project has been accepted by Owner in writing.

"Owner" shall mean the Daniel L. Strong Revocable Living Trust.

"Effective Date" shall mean the last date of execution hereof by Owner and City.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Impact Fees" shall mean the water impact fees.

"Impact Fee Waiver" shall mean the waiver of one hundred percent (100%) of the water fees charged by the City against the Property ("Impact Fees") not to exceed the cost of the Improvements.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Owner or any property or any business owned by Owner within the City.

"Property" shall mean the real property described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

"Structure" shall mean the outdoor advertising structure located on a portion of the Property leased by Clear Channel under the terms of the Lease Agreement entered into between Owner and Clear Channel on April 3, 2003, and Amendment of Lease Agreement on March 6, 2010.

Section 4. Design and Construction of Project.

City agrees to cause Commencement of Construction of the Project within 30 days after the Effective Date subject to extensions for delays caused by events of Force Majeure.

Section 5. Impact Fee Waiver.

- A. Upon Completion of the Project and subject to Owner's satisfaction, of all the terms and conditions of this Agreement, and the obligation of Owner to repay the Impact Fee Waiver pursuant to Section 6 hereof, the City agrees to waive the collection of the Impact Fees assessed against the Project in the amount not to exceed \$5,500.00.
- B. Notwithstanding any other provisions of this Agreement, the City shall have no obligation or liability to provide the Impact Fee Waiver except as allowed by law.

Section 6. Termination; Repayment.

- A. Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:
 - (i) by mutual written agreement of the Parties;
 - (ii) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
 - (iii) by the City, if (i) any Impositions owed to the City or the State of Texas by Owner shall have become delinquent, and (ii) such delinquency is not cured by Owner within thirty (30) days after receipt of written notice thereof from the City (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions);
 - (iv) by City, if Owner suffers an Event of Bankruptcy or Insolvency; or
 - (v) upon written notice, by the City or Owner, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

B. Repayment. In the event the Agreement is terminated by the City prior to the Expiration Date pursuant to Section 6A (ii), (iii), (iv) or (v), Owner shall immediately pay to the City an amount equal to the Impact Fee waived provided by the City to Owner immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the

Effective Date until paid. The repayment obligation of Owner set forth in this Paragraph 6(b) hereof shall survive termination.

Section 7. Removal of Structure/Right of Entry.

- A. Owner shall serve the required notices under the Lease Agreement on Clear Channel to ensure that the Lease Agreement shall effectively terminate on March 31, 2020. Owner shall have until April 30, 2020, to arrange for the removal of the Structure from the Property.
- B. Owner shall provide copies of all correspondence to and from Clear Channel relating to the termination of the Lease Agreement and arrangements for removal of the Structure to the City Manager.
- C. If Owner fails to have the Structure removed on or before April 30, 2020, Owner shall grant the City a right-of-entry to allow the City, its agents, employees, contractors or consultants to:
 - i. Enter upon the Property solely for the purpose of removal of the Structure. The City shall have the following rights: (i) the right to move all vehicles, supplies and equipment which are reasonably necessary for removal of the Structure onto and across the Property and (ii) the right of reasonable egress and ingress across the Property for removal of the Structure.
 - ii. Save and except to the extent the Property is altered by the removal of the Structure, the City will, either directly or through its contractors, restore the Property back to its condition immediately prior to the City's entry to the extent practicable.

Section 8. Breach of Agreement.

Owner shall be in breach of this Agreement if Owner fails to have the Structure removed from the Property no later than April 30, 2020, resulting in the City having to enter onto the Property for the purpose of removal of the Structure. Owner will be required to immediately repay the City an amount equal to the Impact Fee waived by the City to Owner, plus interest as set forth in Section 6(B).

Section 9. Notice.

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U. S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City:

Attn: Joni Clarke
City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002-7663
Phone: 972-727-1242

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Phone: 214-965-9900

Section 10. Recording; Covenant Running with the Property. This Agreement shall be recorded in the real property records of Collin County, Texas. THIS AGREEMENT AND ALL OF ITS TERMS, CONDITIONS, AND PROVISIONS IS AND SHALL CONSTITUTE A RESTRICTION AND CONDITION UPON THE PROJECT AND ALL PORTIONS THEREOF AND A COVENANT RUNNING WITH THE PROJECT AND ALL PORTIONS THEREOF, AND IS AND SHALL BE BINDING UPON OWNER AND ALL OF ITS HEIRS, SUCCESSORS, AND ASSIGNS AND THE FUTURE OWNERS OF THE PROPERTY AND ANY PORTION THEREOF; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

Section 11. Miscellaneous.

A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Collin County, Texas.

B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

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

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies

any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

G. This Agreement is made subject to the existing provisions of the Charter of the City of Lucas, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

I. This Agreement may be only amended or altered by written instrument signed by Owner and the City.

J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED in duplicate originals this ____ day of _____, 2019.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to Form

By: _____
Joseph J. Gorfida, Jr., City Attorney
(08-14-2019:TM110052)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this ____ day of _____, 2019, personally appeared Joni Clarke, City Manager of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Signature of Notary Public, State of Texas

My Commission Expires: _____

EXECUTED in duplicate originals this ____ day of _____, 2019.

Daniel L. Strong Revocable Living Trust

By: _____
Name: _____
Title: _____

STATE OF _____

§
§
§

COUNTY OF _____

Before me, the undersigned authority, on this ____ day of _____, 2019, personally appeared _____, _____ of Ascend Partners Group, in his/her capacity as _____ of Ascend Partners Group known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

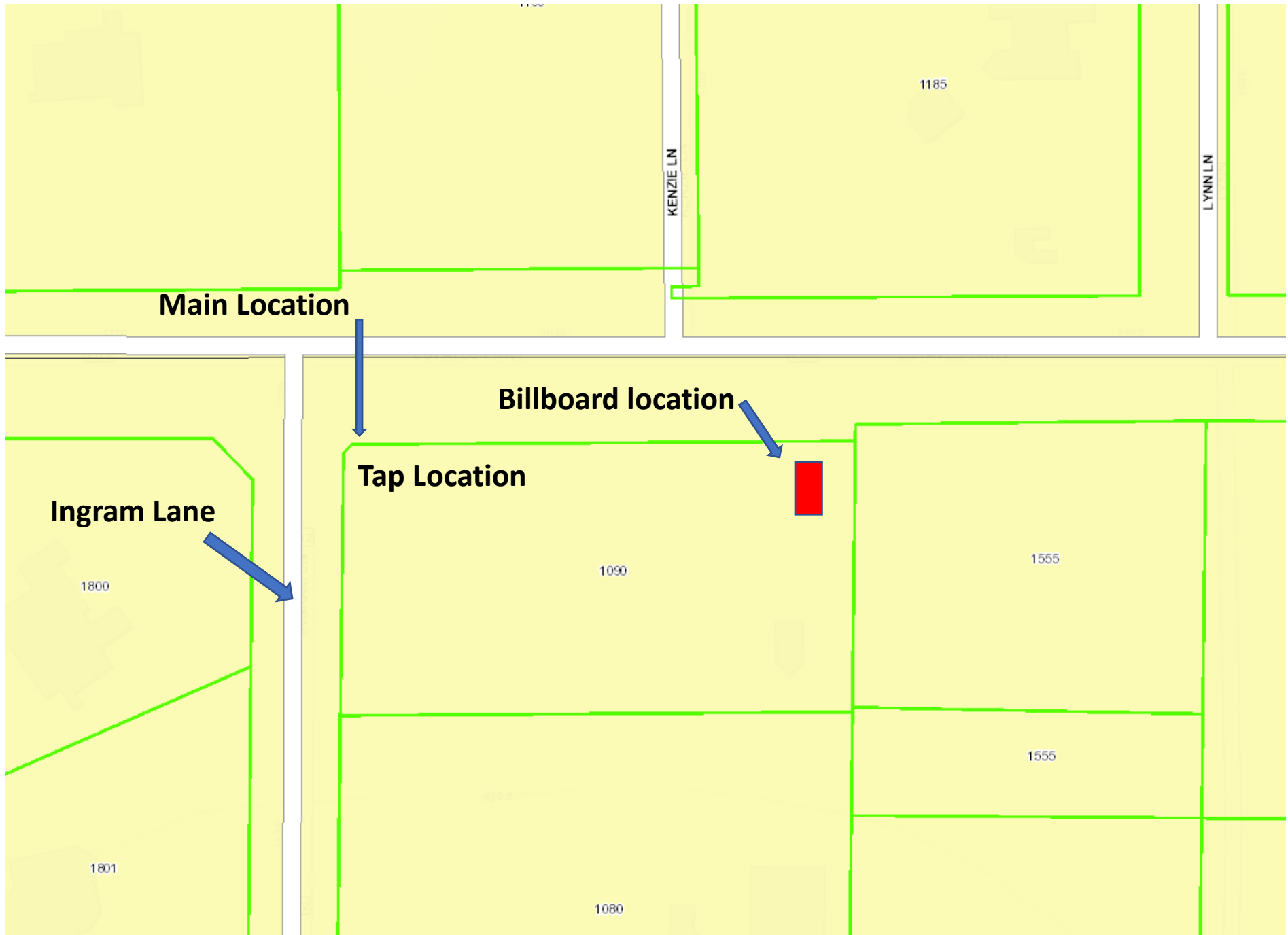
[Seal]

By: _____
Signature of Notary Public,
State of _____

My Commission Expires: _____

Needs a bore and tap from North side of Estates to Northeast corner of Ingram Lane and Estates Parkway .

I will need a design to submit to TxDot.





April 12, 2010

Dan Strong
1080 Ingram Ln.
Allen, TX 75002

RE: Lease No. 4079

Dear Mr. Strong,

Enclosed, please find executed original amendment to the above mentioned lease agreement.

Thank you for your time and consideration. If you have any questions please contact me at (817) 412-7734.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sawyer', written in a cursive style.

Stephen Sawyer
Real Estate Representative

Enclosure

ORIGINAL

CCO Lease No. 4079

AMENDMENT OF LEASE AGREEMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §
KNOW ALL PERSONS BY THESE PRESENTS:

That it is mutually covenanted and agreed by and between DAN STRONG ("Landlord") and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation, ("Tenant") parties to the foregoing Lease No. 4079, dated April 18, 2003, covering a certain parcel of real property described in said Lease that:

Effective April 1, 2010:

- 1. Landlord and Tenant agree to extend the term of the lease for a period of ten (10) years, commencing on April 1, 2010, and expiring March 31, 2020 ("extended period").
2. Tenant agrees to pay rental in the amount of one thousand two hundred dollars (\$1,200.00) per year, paid annually in advance, for years one (1) through five (5) of the extended period. Tenant agrees to increase rental to one thousand five hundred dollars (\$1,500.00) per year, paid annually in advance, for years six (6) through ten (10) of the extended period.

Except to the extent modified and amended hereby, all other terms, conditions, covenants and agreements of the Lease shall continue to be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

EXECUTED this 6th day of March 2010.

ACCEPTED AND APPROVED:

DAN STRONG
By: [Signature]

1080 Ingram Ln.
Allen, TX 75002

CLEAR CHANNEL OUTDOOR
By: [Signature]

Name: Judy Jamison
Title: Real Estae Manager - D/FW Division

By: [Signature]
Name: Jake Smith
Title: Branch President - D/FW Division

3700 E. Randol Mill Rd.
Arlington, Texas 76011