



AGENDA

CITY COUNCIL MEETING

April 20, 2023 | 5:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, April 20, 2023, beginning at 5:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Erin Day at eday@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

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

Executive Session

1. Executive Session:

As authorized by Section 551.074 of the Texas Government Code, the City Council may convene into closed Executive Session to interview applicants for a Planning and Zoning Commission opening. This meeting is closed to the public as provided in the Texas Government Code.

2. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Citizen Input

3. Citizen Input.

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.

4. Items of Community Interest.

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.

5. Consent Agenda:
 - A. Approval of Ordinance 2023-04-00977 amending the City's Code of Ordinances, Appendix C titled "Fee Schedule", Article 16.000 titled "Ambulance Service", Section 16.100 titled "Ambulance Service". (Assistant Fire Chief Aaron Alderdice)
 - B. Approval of the minutes of the April 6, 2023 City Council meeting. (City Secretary Erin Day)

Regular Agenda

6. Consider adopting Ordinance 2023-04-00978 approving mid-year budget adjustments for fiscal year beginning October 1, 2022 and ending September 30, 2023. (Finance Director Liz Exum)
7. Consider capital project priorities and identify available funding. (City Manager Joni Clarke, Assistant City Manager Kent Souriyasak, Finance Director Liz Exum)
8. Discuss the provision of Fire and Emergency Medical Services to mutual aid cities and Collin County via mutual aid agreements and provide guidance to the City Manager. (City Councilmember Debbie Fisher)
9. Consider the 88th Legislative Session and discuss any proposed bill or significant resolution that may have an impact on the City of Lucas and provide guidance to the City Attorney and City Manager. (City Council, City Manager Joni Clarke, City Attorney Joe Gorfida)
10. 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 April 14, 2023.

Erin Day, 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 Erin Day at 972.912.1211 or by email at eday@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

As authorized by Section 551.074 of the Texas Government Code, the City Council may convene into closed Executive Session to interview applicants for a Planning and Zoning Commission opening. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request April 20, 2023

Item No. 02

Requester: Mayor Jim Olk

Agenda Item Request

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 03

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

April 20, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

April 20, 2023

Requester: City Secretary Erin Day

Agenda Item Request

Consent Agenda:

- A. Approval of Ordinance 2023-04-00977 amending the City's Code of Ordinances, Appendix C titled "Fee Schedule", Article 16.000 titled "Ambulance Service", Section 16.100 titled "Ambulance Service".
- B. Approval of the minutes of the April 6, 2023 City Council meeting.

Background Information

Item A:

During the April 6, 2023 City Council meeting, staff presented a proposed amendment to the City's Emergency Medical Services/ambulance service fee schedule. The current EMS/ambulance fee schedule has been in place since initially adopted in May 2015. Adoption of Ordinance 2023-04-00977 will better align the City's EMS/ambulance service fee schedule with comparison cities and rates deemed reasonable and customary in the industry. The City's current Emergency Medical Services billing provider, Emergicon, helped research and create the proposed fee schedule amendment.

Ordinance 2023-04-00977 will amend the City's Code of Ordinances by amending Appendix C titled "Fee Schedule", Article 16.100 titled "Ambulance Service", establishing the following EMS/ambulance service fee schedule:

	Resident*	Non-Resident
ALS-E	\$1,600	\$1,600
ALS-2	\$1,800	\$1,800
BLS-E	\$1,400	\$1,400
SCT	\$2,000	\$2,000
ALS Disp.	\$400	\$400
BLS Disp.	\$350	\$350
Oxygen	\$150	\$150
Mileage	\$24	\$24

*City of Lucas resident insurance payment is accepted as payment in full.

Attachments/Supporting Documentation

- 1. Ordinance 2023-04-00977 Amending Fee Schedule
- 2. April 6, 2023 City Council Meeting Minutes



City of Lucas

City Council Agenda Request

April 20, 2023

Budget/Financial Impact

Item A:

The City is projected to collect \$15,030 in additional revenue annually by adopting Ordinance 2023-04-00977 to amend Appendix C, Article 16.000, Section 16.100 of the Lucas Code of Ordinances.

Recommendation

City staff recommends approval of the Consent Agenda.

Motion

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



ORDINANCE # 2023-04-00977
[Amending Appendix C Titled “Fee Schedule”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED “FEE SCHEDULE” BY AMENDING ARTICLE 16.000 TITLED “AMBULANCE SERVICE”; BY AMENDING SECTION 16.100 TITLED “AMBULANCE SERVICE”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Appendix C titled “Fee Schedule,” by amending Article 16.000 titled “Ambulance Service”, by amending Section 16.100 titled “Ambulance Service”, to read as follows:

“APPENDIX C”

FEE SCHEDULE

...

ARTICLE 16.000 AMBULANCE SERVICE

§ 16.100 Ambulance service.

(a)	Advanced Life Support (Resident)	\$1,600.00
(b)	Advanced Life Support (Nonresident)	\$1,600.00
(c)	Advanced Life Support 2 (Resident)	\$1,800.00
(d)	Advanced Life Support 2 (Nonresident)	\$1,800.00
(e)	Basic Life Support (Resident)	\$1,400.00
(f)	Basic Life Support (Nonresident)	\$1,400.00
(g)	Specialty Care Transport	\$2,000.00

(h)	Mileage (Per Loaded Mile)	\$ 24.00
(i)	Oxygen	\$ 150.00
(j)	Advanced Life Support Dispatch	\$ 400.00
(l)	Basic Life Support Dispatch	\$ 350.00
(m)	Treatment – No Transport	\$ 175.00

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

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 20th DAY OF APRIL, 2023.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(04-11-2023: TM 134487)

Erin Day, City Secretary



MINUTES

CITY COUNCIL REGULAR MEETING

April 6, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Phil Lawrence (*video conference*)
Councilmember Tim Johnson
Councilmember David Keer
Councilmember Tim Baney
Councilmember Debbie Fisher

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Development Services Director Joe Hilbourn
Fire Chief Ted Stephens
Assistant Fire Chief Aaron Alderdice
CIP Manager Patrick Hubbard
City Secretary Erin Day
Management Analyst Joshua Menhennett
City Attorney Joe Gorfida
City Attorney Courtney Morris
Deputy Nicholas Noel

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

There were no members of the public wishing to address the City Council.

Community Interest

2. Items of Community Interest

Mayor Olk presented a proclamation to Councilmember Debbie Fisher, proclaiming her as the Official Historian of the City of Lucas.

Mayor Olk gave items of community interest including:

- Founders Day Country Fair
- Lucas Farmers Market
- CWD
- Election Updates

Consent Agenda

3. Consent Agenda:

- A. Approval of authorizing the City Manager to enter into a contract with Hydromax USA, LLC for fire hydrant and valve maintenance utilizing an interlocal agreement with the City of Garland, Texas in an amount not to exceed \$100,000.

- B. Approval of Ordinance 2023-04-00975 for Billy Ray and Sharon McGee, property owners of 1050 Creek View Lane, Willow Creek Acres (Unrecorded), Lot 36 for a specific use permit to allow a kitchen and food preparation area in an accessory building with habitable space.
- C. Approval of Ordinance 2023-04-00976 for Charles and Elise Bissell, property owners of 1220 Winningkoff Road, Rolling Hills Estates, Block A, Lot 1 for a specific use permit to allow a kitchen and food preparation area in an accessory building with habitable space.
- D. Approval of the minutes of the March 16, 2023 City Council meeting.

MOTION: A motion was made Councilmember Keer, seconded by Mayor Pro Tem Peele, to approve the consent agenda as presented. The motion passed unanimously by a 7 to 0 vote.

Executive Agenda

Mayor Olk convened into Executive Session at 6:41 pm.

4. Executive Session:

A. As authorized by Section 551.076 of the Government Code, the City Council may convene into Executive Session for deliberation regarding security devices or security audits, to-wit: receive an update on cyber security from Bill Baxter with Baxter IT Consulting Services.

B. As authorized by Section 551.071 of the Government Code, the City Council may convene into Executive Session to consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, to-wit: obtain legal advice on result of SUP audit.

C. As authorized by Section 551.071 of the Government Code, the City Council may convene into Executive Session to consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, to-wit: obtain legal advice on property rental regulations and short-term property rental regulations.

D. As authorized by Section 551.071 of the Government Code, the City Council may convene into Executive Session to consult with the attorney on a matter in which the attorney's duty to the government body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, to-wit: obtain legal advice regarding cottage food production operation zoning law.

5. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Mayor Olk reconvened from Executive Session at 7:45 pm with no action taken.

6. Consider a potential rate revision to the EMS/ambulance service fee schedule.

Assistant Fire Chief Aaron Alderdice gave a presentation advising that the City has not adjusted their rates for ambulance services since 2015 and that the current fee standards have doubled, and in some cases tripled, in that time. Assistant Chief Alderdice noted that he requested the assistance of Emergicon, the third party billing company for ambulance services, who helped compile a list of fees comparable neighboring cities charge. Assistant Chief Alderdice also explained that residents of Lucas are only billed for ambulance services through their insurance, and whatever the insurance does not cover is not billed out to the customer, however nonresidents are billed for their balance.

Mayor Pro Tem Peele asked if residents in extra territorial jurisdictions are billed as residents or nonresidents. Assistant Chief Alderdice responded that they are treated as nonresidents, and mutual aid calls for service in the county are also treated as nonresidents. Councilmember Fisher asked if our residents are charged by other ambulance services if our fire department requests mutual aid. Assistant Chief Alderdice replied that they are billed by the responding ambulance service according to their policy.

Councilmember Lawrence asked if there could be reciprocity agreements in place with neighboring cities. Assistant Chief Alderdice advised there could be, and that is something he is interested in pursuing.

Councilmember Johnson asked what the collection rate is for Lucas. Assistant Chief Alderdice advised for the last fiscal year nonresident pay has gone up due to accidents in the city. Councilmember Fisher asked for specific information regarding nonresident pay be sent to her.

Assistant Chief Alderdice gave statistics on payer mix (commercial insurance and private pay), advising that over 81% of residents are covered by commercial insurance, and only 12.3% are private pay. Councilmember Lawrence asked if a resident that does not have commercial insurance are billed. Assistant Chief Alderdice advised they are not required to pay, and that many times the City is not able to obtain billing information for them after drop-off at a hospital.

Assistant Chief Alderdice presented options for proposed fee schedule changes with numbers provided by Emergicon. Mayor Olk asked how the proposed numbers compare to other cities. Assistant Chief Alderdice advised the numbers are comparable in most cases, and in the cases where other cities are lower, it is only because they have not yet updated their fee schedule in accordance with current pricing standards.

Councilmember Lawrence asked if the proposed fee schedule would be overbilling insurance companies. Assistant Chief Alderdice indicated that he realizes the numbers are high and there are other proposed numbers for consideration, but that the high numbers are the current standard and would be acceptable. Mayor Pro Tem Peele advised the numbers are high, but fuel prices and medication prices have skyrocketed and the proposed fee schedule is reasonable. Councilmember Baney advised he was in agreement with Mayor Pro Tem Peele. City Attorney Gorfida pointed out that the City does not get a profit off of these fees, the funds are subsidized.

Mayor Olk advised that the City should recoup as much as possible from the insurance companies. Assistant Chief Alderdice advised if a nonresident cannot pay their bill, the amount goes into a graduated cash pay reduction so it is not sitting in our accounts receivable fund.

Councilmember Fisher asked if Council could see the City's mutual aid agreements with other cities. Mayor Olk suggested investigating how to work with other cities to manage how they are billing Lucas residents and begin working on agreements with them. Councilmember Fisher indicated her concern is ensuring adequate coverage for Lucas residents. Assistant Chief Alderdice indicated he is highly in favor of reciprocity agreements and will begin working toward that end.

The City Council gave direction to the staff to bring forward an ordinance with an updated fee schedule relating to medical services.

MOTION: There was no motion needed for this item.

7. Consider the City of Lucas Code Compliance Program.

Development Services Director Joe Hilbourn gave a presentation advising staff would like direction on the Code Compliance Program. Mr. Hilbourn gave information regarding the new tracking system being used by the City called GovQa and explained how it was benefitting the staff in terms of tracking abilities and communication.

Councilmember Lawrence asked Mr. Hilbourn's opinion on which is better, the City being proactive or reactive in regard to Code Compliance. Mr. Hilbourn responded that being reactive has always worked well for the City. Mayor Olk opined that there is a fine line between a program that is too stringent and one that is too lax.

Mayor Pro Tem Peele noted that the new tracking system is encouraging to residents because they enjoy being able to report issues online. Mayor Pro Tem Peele indicated that City staff who are out on City streets should keep an eye out for possible code violations and report back to Code Compliance with concerns. Councilmember Baney agreed that continuing to be reactive to issues and also keeping an eye out while working out in the city is a good approach. Councilmember Fisher indicated that staff should be more vigilant in looking for issues in the city.

The City Council directed staff to remain reactive, but to promote vigilance in staff reporting issues that they come across. Mayor Olk also indicated that staff should assist residents who need help being in compliance, such as being unable to mow their grass due to their health.

MOTION: There was no motion needed for this item.

8. Consider authorizing the City Manager to enter into an agreement with Jackson Walker LLP to assist in negotiating with North Texas Municipal Water District (NTMWD) regarding the customer city water rate and appropriate \$10,000 from unrestricted water fund reserves to line item 51-6400-310 legal services.

City Manager Joni Clarke advised that Lucas and other customer cities have been working with North Texas Municipal Water District (NTMWD) regarding their rates, amount of premium, governance, etc. City Manager Clarke advised NTMWD was taken to the Public Utilities Commission by the members cities, and out of the settlement there were milestones that the district needed to meet. NTMWD is now conducting a rate study and looking into an increase in the premium. City Manager

Clarke advised a group of the customer cities hired Raftelis to help with NTMWD's rate study analysis, and no good examples have been found of other regional water supply companies that have a two-tiered system (member city and customer city), and that customer cities only represent about 20% of their revenue. City Manager Clarke advised that Jackson Walker LLP can help the customer cities regarding the rate study, and the cost would be split between Lucas and the other customer cities.

Councilmember Fisher advised she is in favor of this, and that the rate change is unfair to Lucas residents, who do not have any other option for water service. Councilmember Johnson asked if member cities are paying an extra fee to be a member. City Manager Clarke explained that the City of Rowlett has attempted to become a member city and were not allowed to so, and it was the same with a few other cities. Mayor Olk advised the tax base of member cities goes to NTMWD's debt. City Manager Clarke indicated there is currently a hold in place keeping cities from becoming a member city.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Johnson, to enter into an agreement with Jackson Walker LLP to assist in negotiating with North Texas Municipal Water District (NTMWD) regarding the customer city water rate and appropriate \$10,000 from unrestricted water fund reserves to line item 51-6400-310 legal services. The motion passed unanimously by a 7 to 0 vote.

9. Consider a board appointment to the Planning and Zoning Commission for a term beginning on May 18, 2023 and expiring on December 31, 2024.

Mayor Olk explained that Dusty Kuykendall will soon be leaving the Planning and Zoning Commission to take his place on the City Council, leaving an opening. Councilmember Fisher suggested going forward with interviewing the four selections indicated; Charles Corporon, Helene Langer, Frank Hise, and Brian Stubblefield. Mayor Pro Tem Peele agreed and suggested a push for signups for boards and commissions. City Manager Clarke suggested information regarding signups can be put out at the Founders Day Event.

Mayor Olk directed staff to set up interviews with the four candidates, to be held during executive session at the April 20, 2023 City Council meeting.

MOTION: There was no motion needed for this item.

10. Consider the approval of Resolution R 2023-04-00540 opposing any planned expansion of the McKinney National Airport (TKI) that would negatively impact the residents of the City of Lucas.

Mayor Olk explained that he drafted this resolution following the discussion held at the March 16, 2023 City Council meeting and asked if any changes were needed. No members of the Council had any suggested changes.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Keer, to approve Resolution R 2023-04-00540 opposing any planned expansion of the McKinney National Airport (TKI) that would negatively impact the residents of the City of Lucas. The motion passed unanimously by a 7 to 0 vote.

11. Consider the 88th Legislative Session and discuss any proposed bill or significant resolution that may have an impact on the City of Lucas and provide guidance to the City Attorney and City Manager.

City Attorney Joe Gorfida gave updates on relevant bills in the Legislative Session that have had any movement.

MOTION: There was no motion needed for this item.

12. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence, to adjourn the meeting at 9:07 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Erin Day, City Secretary



City of Lucas City Council Agenda Request April 20, 2023

Item No. 06

Requester: Finance Director Liz Exum

Agenda Item Request

Consider adopting Ordinance 2023-04-00978 approving mid-year budget adjustments for fiscal year beginning October 1, 2022 and ending September 30, 2023.

Background Information

The Fiscal Year 2022-2023 budget was adopted and approved on September 1, 2022. Finance has completed the review process with the City Manager, Assistant City Manager, and the departments for the Mid-Year budget review. Adjustments are proposed to properly reflect actual trends in activity for revenue and expenses, amendments approved at previous City Council meetings, FY 2021-2022 reallocated funding for capital projects and operations, line-item transfers, and additional department requests. Adjustments include the following:

Capital Projects Reallocated Funding (See Attachment Schedule A) = \$5,281,264

Revenue/Expense Adjustments (See Attachment Schedule B) = \$1,165,493

Previously Approved City Council Items (See Attachment Schedule C) = \$808,216

Reallocations - Operations from Fiscal Year 2021-2022

Purpose	Fund	Total Cost
Records Management	City Secretary (6110)	\$13,903
HR Software	Administration (6200)	\$9,848
BHC Road Impact Fee Study	Engineering (6209)	\$24,000
BHC Rimrock Detention Pond	Engineering (6209)	\$3,750
BHC Orchard Rd Culvert Improv	Engineering (6209)	\$5,204
Flood monitoring Devices	Engineering (6209)	\$49,350
Farmstead Estates	Engineering (6209)	\$199,075
MES Bunker Gear and Boots	Fire (6300)	\$10,228
Gardner Resources Fire Prevention	Fire (6300)	\$884
MES SCBA Monitor	Fire (6300)	\$2,018
Siddons Martin Ambulance	Fire (6300)	\$500,000
Priority Public Outfitting Tahoe	Fire (6300)	\$30,158
Styker Lifepak	Fire (6300)	\$49,796
City Hall Renovations	Non-Departmental (6999)	\$243,069
Core & Main Meter Order	Water Operations (6400)	\$20,576
Capex Water Rate Study	Water Operations (6400)	\$13,500
BHC Engineering Water Impact Fee Study and Water Master Plan	Water Operations (6400)	\$24,790



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 06

Department Mid-Year Requests for Fiscal Year 2022-2023

Purpose	Department Requestor	Account	Total Cost
Medic 862 Toughbook replacement using EMS-County Assistant funding allocated from North Central Texas Trauma Regional Advisory Council (NCTTRAC)	Fire-Rescue	Fire (6300)-452 Hardware/11-4985 Grant Revenue	\$6,309
Emergency Repairs for various Fire-Rescue Apparatus	Fire-Rescue	Fire (6300) – 232 Vehicle Maintenance	\$44,598
Foam Replacement	Fire-Rescue	Fire (6300) – 215 Disposable Materials	\$8,000
Additional/updated costs to implement a new security camera system at City Hall and Public Works	Non-Departmental	Non-Departmental (6999)-420 Equipment	\$17,171
Line-item transfer from City Secretary (6110) -305 Software to Non-Departmental (6999)- 452 Hardware to purchase computers for the Public Works Department	Public Works	Non-Departmental (6999)-452 Hardware	\$6,500

The revised budget for the fiscal year 2022-2023 shows excess revenue over expenditures in the amount of \$420,320 in the General Fund and \$534,352 in the Water Fund.

Unrestricted reserves after GASB 54 fund balance requirement in the General Fund total \$5,119,935 and \$5,773,771 in the Water Fund.

Attachments/Supporting Documentation

1. Ordinance 2023-04-00978 with Exhibit A detailing budget amendments for FY 2022-2023
2. Schedule A – Reallocated funding for Capital Projects and Operating Accounts
3. Schedule B – Revenue/Expense Adjustments
4. Schedule C – Previously approved City Council Items
5. General Fund Reserve Trend
6. Water Fund Reserve Trend



City of Lucas City Council Agenda Request April 20, 2023

Item No. 06

Budget/Financial Impact

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

Recommendation

Staff recommends approval of Ordinance 2023-04-00978 FY 2022-2023 Mid-Year Budget Adjustments.

Motion

I make a motion to adopt Ordinance 2023-04-00978 approving mid-year budget adjustments for fiscal year beginning October 1, 2022 and ending September 30, 2023.

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ORDINANCE # 2023-04-00978

[Amending FY 2022-2023 Budget]

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, AUTHORIZING CERTAIN BUDGET
AMENDMENTS PERTAINING TO THE FISCAL YEAR 2022-2023
BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City is required by the City Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2022-2023 budget and submitted to the City Council for approval, a true and correct copy of which is attached as Exhibit A.

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

Section 1. Pursuant to the City Charter requirements of the City of Lucas, Texas, in the year 2022-2023, a budget amendment attached as Exhibit A is hereby authorized and approved.

Section 2. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 20TH DAY OF APRIL, 2023.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney

Erin Day, City Secretary

	2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023
REVENUE SUMMARY				
GENERAL FUND				
PROPERTY TAXES	3,526,440	50,035	3,576,475	3,573,463
OTHER TAXES	2,168,642	97,350	2,265,992	1,220,038
FINES & FORFEITURES	91	-	91	-
LICENSES & PERMITS	660,860	-	660,860	220,198
FIRE DEPARTMENT REVENUE	1,181,462	-	1,181,462	566,157
FEES & SERVICE CHARGES	46,800	-	46,800	11,234
MISCELLANEOUS REVENUES	432,735	370,673	803,408	307,041
GF RESERVE FUNDING (TRANSFER IN)	250,000	1,773,284	2,023,284	-
TOTAL GENERAL FUND REVENUE	8,267,030	2,291,342	10,558,372	5,898,130
WATER UTILITIES FUND				
FEES & SERVICE CHARGES	5,526,295	517,461	6,043,756	2,789,860
MISCELLANEOUS REVENUES	17,600	281,666	299,266	142,804
TOTAL WATER UTILITIES FUND REVENUE	5,543,895	799,127	6,343,022	2,932,664
DEBT SERVICE FUND				
PROPERTY TAXES	1,360,608	0	1,360,608	1,319,861
TOTAL DEBT SERVICE FUND REVENUE	1,360,608	0	1,360,608	1,319,861
COMBINED REVENUE TOTALS	15,171,533	3,090,469	18,262,002	10,150,656
EXPENDITURES				
GENERAL FUND				
CITY COUNCIL	33,580	-	33,580	6,787
CITY SEC	267,127	7,403	274,530	89,336
ADMIN/FINANCE	727,417	64,765	792,182	372,104
DEVELOPMENT SERVICES	511,605	24,831	536,436	222,519
PUBLIC WORKS - ENGINEERING	1,248,219	864,873	2,113,092	396,040
PUBLIC WORKS	692,448	71,099	763,547	389,636
PARKS	230,000	-	230,000	51,217
FIRE	3,088,888	847,824	3,936,712	1,636,338
NON-DEPARTMENTAL	1,466,324	(8,351)	1,457,973	296,855
GENERAL FUND RESERVE (TRANSFER OUT)	-	-	-	-
TOTAL GENERAL FUND EXPENDITURES	8,265,608	1,872,444	10,138,052	3,460,833
WATER UTILITIES FUND				
WATER UTILITIES	4,766,550	264,492	5,031,042	2,160,716
WATER - ENGINEERING	196,003	11,476	207,479	82,986
TOTAL WATER FUND EXPENDITURES	4,962,553	275,968	5,238,521	2,243,702
DEBT SERVICE				
WATER UTILITIES	570,149	-	570,149	493,978
GENERAL FUND	1,360,607	-	1,360,607	1,149,229
TOTAL DEBT SERVICE	1,930,756	-	1,930,756	1,643,206
TOTAL EXPENDITURES	15,158,917	2,148,412	17,307,329	7,347,741
NET REVENUE LESS EXPENDITURES	12,616	942,057	954,673	2,802,914

	2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023
SUMMARY BY FUND				
GENERAL FUND				
REVENUE	8,267,030	2,291,342	10,558,372	5,898,130
EXPENDITURES	8,265,608	1,872,444	10,138,052	3,460,833
NET REVENUE LESS EXPENDITURES	1,422	418,898	420,320	2,437,297
WATER UTILITIES FUND				
REVENUE	5,543,895	799,127	6,343,022	2,932,664
EXPENDITURES	4,962,553	275,968	5,238,521	2,243,702
DEBT SERVICE	570,149	-	570,149	493,978
NET REVENUE LESS EXPENDITURES	11,193	523,159	534,352	194,984
DEBT SERVICE FUND-GENERAL				
REVENUE	1,360,608	0	1,360,608	1,319,861
EXPENDITURES	1,360,607	-	1,360,607	1,149,229
NET REVENUE LESS EXPENDITURES	1	0	1	170,633
NET REVENUE LESS EXPENDITURES	12,616	942,057	954,673	2,802,914

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 (L FORD/LAKEVIEW/5 OAKS)	IMPACT FEES	TOTAL GOVERNMENTAL
BEGINNING FUND BALANCE	9,819,059	1,360,643	8,741,047	31,464	434,089	1,290,825	21,677,127
PROPERTY TAXES	3,576,475	1,331,642					4,908,117
OTHER TAXES	2,265,992						2,265,992
FINES & FORFEITURES	91						91
LICENSES & PERMITS	660,860						660,860
FIRE DEPARTMENT REVENUE	1,181,462						1,181,462
FEES & SERVICE CHARGES	46,800						46,800
MISCELLANEOUS REVENUES	803,408		-				803,408
BROCKDALE				4,400			4,400
GF RESTRICTED RESERVE TRANSFER IN - REALLOCATION FY 21-22 OPERATING	1,141,284					400,000	1,541,284
TRANSFER IN - CAPITAL OUTLAY RESERVE	250,000						250,000
CC 9-15-22 RESERVES FOR ORCHARD RD CULVERT (FY 22-23)	374,000						374,000
CC 9-15-22 RESERVES FOR RIMROCK DETENTION (FY 22-23)	198,000						198,000
CC 2-16-23 RESERVES FOR PURCHASE OF ONE-TON PICKUP (FY 22-23)	60,000						60,000
TRANSFER IN RESTRICTED IMPACT FEES (11-1009)			306,489				306,489
TOTAL REVENUES	10,558,372	1,331,642	306,489	4,400	-	400,000	12,600,903
EXPENDITURES							
CITY COUNCIL	33,580						33,580
CITY SEC	274,530						274,530
ADMIN/FINANCE	792,182						792,182
DEVELOPMENT SERVICES	536,436						536,436
PUBLIC WORKS	763,547						763,547
PUBLIC WORKS - ENGINEERING	2,113,092						2,113,092
PARKS	230,000						230,000
FIRE	3,936,712						3,936,712
NON-DEPARTMENTAL	1,457,973						1,457,973
DEBT SERVICE PRINCIPAL		920,000					920,000
DEBT SERVICE INTEREST/BOND EXP		440,608					440,608
CAPITAL ROADWAY PROJECTS			3,018,351		306,489		3,324,840
TOTAL EXPENDITURES	10,138,052	1,360,608	3,018,351	-	306,489	-	14,823,500
NET CHANGE IN FUND BALANCE	420,320	(28,966)	(2,711,862)	4,400	(306,489)	400,000	(2,222,597)
ENDING FUND BALANCE	10,239,379	1,331,677	6,029,185	35,864	127,600	1,690,825	19,454,530
MINUS RESTRICTIONS AND TRANSFERS							
IMPACT FEES						(1,690,825)	(1,690,825)
CC 9-15-22 RESERVES FOR ORCHARD RD CULVERT (FY 22-23)	(374,000)						(374,000)
BROCKDALE ROAD IMPROVEMENTS				(35,864)			(35,864)
CC 9-15-22 RESERVES FOR RIMROCK DETENTION (FY 22-23)	(198,000)						(198,000)
CC 2-16-23 RESERVES FOR PURCHASE OF ONE-TON PICKUP (FY 22-23)	(60,000)						(60,000)
DEBT SERVICE PAYMENTS		(1,331,677)					(1,331,677)
3RD PARTY (DEVELOPER) IMPACT FEES RESTRICTED (LOGAN FORD/5 OAKS)					(127,600)		(127,600)
CAPITAL IMPROVEMENT PROJECTS			(6,029,185)				(6,029,185)
UNASSIGNED FUND BALANCE	9,607,379	0	-	-	-	-	9,607,379
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	9,607,379	0	-	-	-	-	9,607,379
AMOUNT IN DAYS OPERATING COST	385						385
AMOUNT IN MONTHS OPERATING COST	13						13
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(4,487,444)						(4,487,444)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	5,119,935						5,119,935
AMOUNT IN DAYS OPERATING COST	205						205
AMOUNT IN MONTHS OPERATING COST	7						7

FUND SUMMARIES - PROPRIETARY

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	WATER DEBT SERVICE	CUSTOMER DEPOSITS	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
BEGINNING BALANCE RESTRICTED/UNRESTRICTED	8,106,958	410,000	287,600	3,393,114	458,709	12,656,381
WATER REVENUE	5,086,360					5,086,360
WASTE WATER REVENUE	80,500					80,500
TRASH REVENUE	876,896					876,896
MISCELLANEOUS REVENUES	240,400					240,400
WF RESTRICTED RESERVE TRANSFER IN - REALLOCATION FY 21-22 OPERATING	58,866					58,866
IMPACT FEES						-
TRANSFER IN IMPACT FEES RESTRICTED				385,244	(385,244)	-
TRANSFER IN WF RESERVES BAIT SHOP WATER LINE				168,204		-
						-
TOTAL REVENUES	6,343,022	-	-	553,448	73,465	6,343,022
EXPENDITURES						
WATER	4,205,079					4,205,079
TRASH	767,482					767,482
WASTEWATER	58,481					58,481
DEBT SERVICE PRINCIPAL	410,000					410,000
DEBT SERVICE INTEREST/BOND EXP	160,149					160,149
WATER - ENGINEERING	207,479					207,479
CAPITAL PROJECTS WF				2,431,117		2,431,117
						-
TOTAL EXPENDITURES	5,808,670			2,431,117	-	8,239,787
NET CHANGE IN BALANCE	534,352			(1,877,669)	73,465	(1,896,765)
ENDING BALANCE	8,641,310	410,000	287,600	1,515,445	73,465	10,759,616
MINUS RESTRICTIONS AND TRANSFERS						
DEBT SERVICE PAYMENTS		(410,000)				(410,000)
CUSTOMER DEPOSITS			(287,600)			(287,600)
CAPITAL IMPROVEMENTS - PROJECTS				(1,515,445)		(1,515,445)
LAKEVIEW DOWNS IMPACT FEES					(73,465)	(73,465)
RESERVES BAIT SHOP WATER LINE PROJECT	(168,204)					-
						-
UNASSIGNED FUND BALANCE	8,473,106	-	-	-	-	8,473,106
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	8,473,106			-	-	8,473,106
AMOUNT IN DAYS OPERATING COST	573					573
AMOUNT IN MONTHS OPERATING COST	19					19
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(2,699,335)					(2,699,335)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	5,773,771			-	-	5,773,771
AMOUNT IN DAYS OPERATING COST	390					390
AMOUNT IN MONTHS OPERATING COST	13					13

2022-2023

FISCAL YEAR BUDGET

CAPITAL FUND SUMMARY

CAPITAL WATER PROJECTS:

ELEVATED WATER TOWER (21-8210-490-125)	1,114,711
BAIT SHOP WATERLINE RELOCATION (21-8210-490-129)	1,316,406
TOTAL WF PROJECTS FY 22/23	2,431,117

PROJECT FUNDING - WATER:

2017 CERTIFICATES OF OBLIGATION	(608,488)
2021-2022 RESTRICTED IMPACT FEES CAPITAL PROJECTS	(385,244)
2021-2022 RESTRICTED RESERVES BAIT SHOP WATER LINE RELOCATION	(1,148,202)
2016-2017 RESTRICTED FUND BALANCE (51-1007-50)	(120,979)
2022-2023 WATER FUND RESERVES TRANSFER IN	(168,204)
TOTAL WATER PROJECT FUNDING	(2,431,117)

CAPITAL ROADWAY AND GF PROJECTS:

STINSON RD/MUDDY CREEK BRIDGE (21-8210-491-134)	15,592
SNIDER LANE/WHITE ROCK CREEK BRIDGE (21-8210-491-135)	2,500
WEST LUCAS ROAD PROJECT (21-8210-491-136)	2,693,770
BLONDY JHUNE RD ALIGNMENT (21-8210-491-300)	306,489
TOTAL GF PROJECTS FY 22/23	3,018,351

PROJECT FUNDING - GENERAL FUND:

2019 CERTIFICATES OF OBLIGATION	(18,092)
WEST LUCAS ROAD FUNDING (COLLIN COUNTY)/2019 CO	(2,693,770)
RESTRICTED IMPACT FEES (11-1009-10) LONE STAR BLONDY JHUNE REALIGNMENT	(306,489)
TOTAL GENERAL FUND PROJECT FUNDING	(3,018,351)

TOTAL CAPITAL PROJECTS FY 22/23	5,449,468
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	2021-2022 ACTUAL	2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023
Impact/Development Fee Summary					
GENERAL FUND:					
Beginning Balance General Fund (Restricted)	1,417,318	1,486,853	269,524	1,756,377	
Revenue					
Roadway Impact Fees(11-4500)	401,571	400,000		400,000	55,638
Roadway Fees Brockdale(11-4989) Improv	70,362	4,400		4,400	
Contrib. Roadway Maint. Brockdale(11-4990)		-			-
Total Revenues	471,933	404,400	-	404,400	55,638
Expenditures					
Capital Projects Roadways	93,975	-	306,489	306,489	-
Brockdale Road Rehabilitation	38,899	-		-	-
Brockdale Road Maint.		-			-
Total Expenditures	132,874	-	306,489	306,489	-
Total General Fund Restricted	1,756,377	1,891,253	(36,965)	1,854,288	55,638
Restricted for Devel Logan Ford/Five Oaks/Lakeview Downs	127,600	127,600		127,600	
Restricted for Brockdale Road Maint.	31,464		35,864	35,864	
Restricted for Blondy Jhune Realignment	306,489				
Total 3rd Party Restricted	465,553	127,600	35,864	163,464	-
General Fund Ending Bal (Restricted for Roads)	1,290,824	1,763,653	(72,829)	1,690,824	
Total General Fund Restricted	1,756,377	1,891,253	(36,965)	1,854,288	-
WATER FUND:					
Beginning Balance - Water Fund	(5,646,196)			(5,646,196)	(5,646,196)
Revenue					
Water Impact Fees		250,000		250,000	90,542
Restricted for Capital Projects	352,448			-	
Restricted for Lakeview Downs	33,000			-	
Total Revenues	385,448	250,000	-	250,000	90,542
Expenditures					
Capital Projects - Water	-				
Capital Projects- Sewer					-
Total Expenditures	-	-	-	-	-
Revenues less Expenditures	-	250,000	-	250,000	90,542
Water Fund Ending Balance to apply toward impact fees	(5,646,196)	250,000		(5,396,196)	(5,555,654)
Restricted:					
Lakeview Downs	11,000			11,000	
Capital Projects	447,709		-	447,709	
Total Restricted	458,709		-	458,709	-

11 - GENERAL FUND		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
REVENUE						
PROPERTY TAXES						
4011	PROPERTY TAXES	3,511,440	58,011	3,569,451	3,569,451	Adjust for Actual
4012	PROPERTY TAXES-DEL.	5,000	(7,976)	(2,976)	(2,976)	Property Tax Refund/Recalculations
4015	PROPERTY TAXES-P&I	10,000		10,000	6,988	
TOTAL PROPERTY TAXES		3,526,440	50,035	3,576,475	3,573,463	
OTHER TAXES						
4101	SALES TAX	1,180,000	64,900	1,244,900	640,354	Adjust for Trend
4101-100	SALES TAX STREETS	590,000	32,450	622,450	321,139	Adjust for Trend
4102	FRANCHISE-ELECTRICAL	330,000		330,000	224,583	
4103	FRANCHISE-TELEPHONE	-		-	339	
4104	FRANCHISE-CABLE	20,442		20,442	10,610	
4105	FRANCHISE-GAS	45,000		45,000	21,695	
4106	FRANCHISE-CABLE PEG	3,200		3,200	1,318	
TOTAL OTHER TAXES		2,168,642	97,350	2,265,992	1,220,038	
FINES & FORFEITURES						
4202	COURT TECHNOLOGY FUND	4		4		
4203	COURT SECURITY FUND	5		5		
4204	COURT COST-CITY	5		5		
4205	FINES	10		10		
4206	COURT COST-STATE	62		62		
4208	STATE JURY FEE			-		
4212	JUDICIAL FEES-STATE			-		
4213	JUDICIAL FEES-CITY			-		
4218	INDIGENT DEFENSE FEE			-		
4220	OTHER COURT FINES/FEES	5		5		
TOTAL FINES & FORFEITURES		91	-	91	-	
LICENSES & PERMITS						
4301	GEN CONTRACTOR REG.	20,000		20,000	5,895	
4361	ZONING REQUEST	1,200		1,200	450	
4362	SPECIFIC USE PERMITS	1,350		1,350	900	
4363	VARIANCE REQUEST	900		900	450	
4365	BLDG PERMITS-RESIDENTIAL	405,000		405,000	134,914	
4367	BLDG PERMITS-ACC.	20,000		20,000	12,479	
4368	BLDG PERMITS-REMODEL	7,500		7,500	1,590	
4369	BLDG PERMITS-COMM.	35,000		35,000	7,670	
4371	ELECTRICAL PERMITS	4,000		4,000	5,250	
4372	PLUMBING PERMITS	5,000		5,000	5,530	
4373	HEATING & A/C PERMITS	1,800		1,800	360	
4374	FENCE PERMITS	6,000		6,000	1,950	
4375	SWIMMING POOL PERMITS	25,000		25,000	5,950	
4376	WEIGHT LIMIT PERMITS	70,000		70,000	19,400	
4377	ROOF PERMITS	2,100		2,100	360	
4378	SPRINKLER SYST PERMITS	7,000		7,000	4,200	
4379	DRIVEWAY PERMIT	490		490	1,080	
4380	SIGN PERMIT	2,000		2,000	440	
4382	STORM WATER MGMT PERMIT	7,000		7,000	1,500	
4384	SOLICITATION PERMIT	120		120	50	
4390	PLANNED DEVELOPMENT	-		-		
4395	HEALTH SERVICE PERMITS	8,200		8,200		
4398	MISC LICENSES & PERMITS	1,200		1,200	780	
4611	FIRE SPRINKLER PERMIT	30,000		30,000	9,000	
TOTAL LICENSES & PERMITS		660,860	-	660,860	220,198	
FIRE DEPARTMENT REVENUE						
4612	COUNTY FIRE DISTRICT	-		-		
4613	SEIS LAGOS INTER-LOCAL	489,812		489,812	489,812	
4614	AMBULANCE SERVICES	100,000		100,000	76,345	
4615	LISD EMS SERVICE	1,650		1,650		
4999	FIRE DISTRICT TRANSFER IN	590,000		590,000		
TOTAL FIRE DEPARTMENT REVENUE		1,181,462	-	1,181,462	566,157	

11 -GENERAL FUND		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
REVENUE						
<u>FEES & SERVICE CHARGES</u>						
4424	PLAT & REPLAT FEES	8,500		8,500	8,884	
4425	RE-INSPECTION FEES	6,000		6,000	2,300	
4426	FEES-BUILDING PROJECTS	7,300		7,300	50	
4427	PUBLIC IMPRV/3% INSPEC	25,000		25,000		
4497	PUBLIC INFO. REQUESTS			-		
4498	MISC. FEES & CHARGES	-		-		
TOTAL FEES & SERVICE CHARGES		46,800	-	46,800	11,234	
<u>MISCELLANEOUS REVENUE</u>						
4911	INTEREST INCOME	24,000	176,000	200,000	112,620	Adjust for Trend
4914	INSURANCE CLAIM REIMB	-	11,778	11,778	14,118	FD - S861 Insurance Claim Reimbursement
4915	CHILD SAFETY INCOME	8,000		8,000	4,927	
4916	CREDIT CARD REVENUE	48,000		48,000	23,385	
4917	CERTIFICATE APPL FEE BEER & WINE			-		
4918	PERMIT FEE BEER & WINE	145		145		
4919	OPIOID ABATEMENT TRUST		1,653	1,653	1,653	Adjust to Actual
4920	FARMER MARKET EVENT FEE	5,200		5,200	1,020	
4931	RENTAL INCOME	-	97,920	97,920	48,960	Adjust for Trend
4980	PARK DEDICATION FEES	55,000		55,000	12,000	
4981	FACILITY RENTAL	800		800	375	
4985	GRANT REVENUES	12,500	61,670	74,170	62,663	TIFMAS Deployment winter/summer 2022 - \$55,361 EMS Pass-Thru Grant for toughbook - \$6,309
4991	STREET ASSESSMENTS		789	789	789	Adjust to Actual
4992	SALE OF ASSETS	-	20,863	20,863	20,863	Adjust to Actual/FD 2002 Ford F-250 truck sale
4997	MISCELLANEOUS	-		-	3,668	
4998	PILOT TRANSER IN	279,090		279,090		
TOTAL MISCELLANEOUS REVENUE		432,735	370,673	803,408	307,041	
4996	GF RESERVE FUNDING (USE OF)	250,000	1,773,284	2,023,284		\$1.14M FY 21-22 Reallocation \$374K CC 9-15-22 Reserves Orchard Rd Culvert \$198K CC 9-15-22 Reserves Rimrock Detention \$60K CC 2-16-23 Reserves One-Ton Pickup
TOTAL REVENUES		8,267,030	2,291,342	10,558,372	5,898,130	

11 -GENERAL FUND CITY COUNCIL DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6100-112	WORKERS' COMPENSATION	70		70	69	
6100-127	MEDICARE	220		220	65	
6100-127	UNEMPLOYMENT			-		
6100-468	CITY COUNCIL FEES	9,000		9,000	4,500	
TOTAL PERSONNEL SERVICES		9,290	-	9,290	4,634	
<u>MATERIALS & SUPPLIES</u>						
6100-201	OFFICE SUPPLIES	1,000		1,000		
6100-204	FOOD/BEVERAGE	1,500		1,500	296	
6100-205	LOGO/UNIFORM			-		
6100-210	COMPUTER SUPPLIES	350		350		
6100-222	AUDIO/VISUAL	1,000		1,000		
TOTAL MATERIALS & SUPPLIES		3,850	-	3,850	296	
<u>PURCHASED SERVICES:</u>						
6100-307	TRAINING & TRAVEL	3,500		3,500	413	
6100-309	PROFESSIONAL SERVICES	-		-		
TOTAL PURCHASED SERVICES		3,500	-	3,500	413	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6100-441	APPRECIATION/AWARDS	5,000		5,000	1,444	
TOTAL GENERAL & ADMIN SERVICES		5,000	-	5,000	1,444	
<u>NON-CAPITAL EXPENSE</u>						
6100-451	SOFTWARE, BOOKS, & CDS	11,940		11,940		
6100-452	HARDWARE & TELECOM	-		-		
6100-411	FURNITURE & EQUIPMENT	-		-		
TOTAL NON-CAPITAL EXPENSE		11,940	-	11,940	-	
TOTAL CITY COUNCIL		33,580	-	33,580	6,787	

11 -GENERAL FUND CITY SECRETARY DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
PERSONNEL SERVICES						
6110-101	SALARIES - EXEMPT	135,824		135,824	48,401	
6110-105	SALARIES - COLA			-		
6110-112	WORKERS' COMPENSATION	416		416	408	
6110-113	LONGEVITY PAY	420		420	84	
6110-122	TMRS	16,800		16,800	4,540	
6110-123	GROUP INSURANCE	23,760		23,760	7,823	
6110-127	MEDICARE	1,970		1,970	577	
6110-129	LT DISABILITY	407		407	81	
6110-133	TELEPHONE ALLOWANCE	1,200		1,200	400	
TOTAL PERSONNEL SERVICES		180,797	-	180,797	62,314	
MATERIALS & SUPPLIES						
6110-201	OFFICE SUPPLIES	1,700		1,700	531	
6110-204	FOOD/BEVERAGE	100		100		
6110-210	COMPUTER SUPPLIES	100		100		
6110-238	PRINTING & COPYING	22,800		22,800	5,911	
6110-239	RECORDS MANAGEMENT	1,500	13,903	15,403	6,361	FY 21-22 Re-allocated
TOTAL MATERIALS & SUPPLIES		26,200	13,903	40,103	12,803	
PURCHASED SERVICES						
6110-305	SOFTWARE SUPPORT & MAINT.	24,200	(6,500)	17,700	4,620	LIT to NonDept. For PW computers
6110-306	ADVERTISING/PUBLIC NOTICES	14,300		14,300	2,950	
6110-307	TRAINING & TRAVEL	2,510		2,510	1,377	
6110-309	PROFESSIONAL SERVICES	6,000		6,000	4,074	
6210-323	CELL PHONE	-		-		
6110-349	FILING FEES	2,200		2,200	192	
TOTAL PURCHASED SERVICES		49,210	(6,500)	42,710	13,213	
GENERAL & ADMINISTRATIVE SERVICES						
6110-443	DUES/LICENSES	820		820	125	
6110-445	ELECTIONS	6,000		6,000		
6110-451	SOFTWARE, BOOKS & CD'S	1,100		1,100	712	
TOTAL GENERAL & ADMIN SERVICES		7,920	-	7,920	837	
NON-CAPITAL EXPENSE						
6110-411	FURNITURE & FIXTURES	3,000		3,000	170	
TOTAL NON-CAPITAL EXPENSE		3,000	-	3,000	170	
TOTAL CITY SECRETARY		267,127	7,403	274,530	89,336	

11 -GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6200-101	SALARIES - EXEMPT	294,168	39,451	333,619	165,848	COLA/Market Adjustment CM Salary Adj - CC approved 2-23-23
6200-102	SALARIES - NON-EXEMPT	98,786	8,239	107,025	53,509	COLA/Market Adjustment
6200-105	SALARIES - COLA	-		-		
6200-111	OVERTIME	1,900		1,900		
6200-112	WORKERS' COMP	1,233	105	1,338	1,210	COLA/Market Adjustment
6200-113	LONGEVITY PAY	2,028		2,028	2,024	
6200-122	TMRS	48,842	6,473	55,315	21,444	COLA/Market Adjustment CM Salary Adj - CC approved 2-23-23
6200-123	GROUP INSURANCE	59,400		59,400	24,490	
6200-127	MEDICARE	5,870	547	6,417	2,959	COLA/Market Adjustment CM Salary Adj - CC approved 2-23-23
6200-129	LT DISABILITY	1,209	102	1,311	336	COLA/Market Adjustment
6200-133	TELEPHONE ALLOWANCE	2,100		2,100	1,050	
6200-141	CAR ALLOWANCE	2,400		2,400	1,200	
TOTAL PERSONNEL SERVICES		517,936	54,917	572,853	274,069	
<u>MATERIALS & SUPPLIES</u>						
6200-201	OFFICE SUPPLIES	6,000		6,000	4,399	
6200-202	POSTAGE	1,700		1,700	37	
6200-203	SUBSCRIPTIONS	-		-		
6200-204	FOOD/BEVERAGE	2,200		2,200	1,223	
6200-205	LOGO/UNIFORM ALLOWANCE	800		800		
6200-210	COMPUTER SUPPLIES	350		350		
TOTAL MATERIALS & SUPPLIES		11,050	-	11,050	5,659	
<u>PURCHASED SERVICES:</u>						
6200-302	AUDITING & ACCOUNTING	14,000		14,000	7,984	
6200-305	SOFTWARE SUPPORT/MAINT	20,066	9,848	29,914	6,357	FY 21-22 Re-allocated
6200-307	TRAINING & TRAVEL	13,375		13,375	2,728	
6200-309	PROFESSIONAL SERVICES	3,000		3,000		
6200-313	MAINTENANCE AGREEMENTS	6,660		6,660	2,216	
6200-318	TAX COLLECTION	3,000		3,000	2,453	
6200-319	CENTRAL APPRAISAL FEE	34,137		34,137	16,798	
6200-321	STATE COMPTROLLER (CT FEES)	300		300		
6200-322	CONTRACTS	7,600		7,600	900	
6200-323	CELL PHONE	600		600	226	
6200-324	INMATE BOARDING	750		750		
6200-325	LIABILITY INSURANCE	36,300		36,300	35,910	
TOTAL PURCHASED SERVICES		139,788	9,848	149,636	75,572	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6200-441	APPRECIATION/AWARDS	4,400		4,400	12	
6200-442	TML MEMBERSHIP DUES	2,200		2,200		
6200-443	DUES/LICENSES	4,543		4,543	800	
6200-444	EMPLOYMENT SCREENING	2,500		2,500	269	
6200-445	CHILD SAFETY EXPENSE			-		
6200-497	CREDIT CARD FEES	45,000		45,000	15,724	
TOTAL GENERAL & ADMIN SERVICES		58,643	-	58,643	16,805	
<u>CAPITAL OUTLAY</u>						
8200-451	SOFTWARE	-		-		
TOTAL CAPITAL OUTLAY		-	-	-	-	
TOTAL ADMINISTRATION		727,417	64,765	792,182	372,104	

11 - GENERAL FUND PUBLIC WORKS - ENGINEERING DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
PERSONNEL SERVICES						
6209-101	SALARIES - EXEMPT	88,813	10,049	98,862	49,425	COLA/Market Adjustment
6209-103	SALARIES - TEMPORARY	15,600		15,600		
6209-105	SALARIES - COLA			-		
6209-112	WORKERS' COMPENSATION	320	30	350	314	COLA/Market Adjustment
6209-113	LONGEVITY	74		74	66	
6209-122	TMRS	12,915	1,243	14,158	4,756	COLA/Market Adjustment
6209-123	GROUP INSURANCE	11,880		11,880	5,102	
6209-127	MEDICARE	1,519	141	1,660	665	COLA/Market Adjustment
6209-129	LT DISABILITY	266	31	297	80	COLA/Market Adjustment
6209-131	UNEMPLOYMENT			-		
6209-133	TELEPHONE ALLOWANCE	300		300	150	
TOTAL PERSONNEL SERVICES		131,687	11,494	143,181	60,557	
MATERIALS & SUPPLIES						
6209-201	OFFICE SUPPLIES	250		250	101	
6209-204	FOOD/BEVERAGE	-		-		
6209-208	MINOR APPARATUS	500		500		
6209-209	PROTECTIVE CLOTHING/UNIF	1,980		1,980		
6209-210	COMPUTER SUPPLIES	500		500		
TOTAL MATERIALS & SUPPLIES		3,230	-	3,230	101	
MAINTENANCE & REPAIR						
6209-232	VEHICLE MAINTENANCE	1,000	-	1,000	424	
TOTAL MAINTENANCE & REPAIR		1,000	-	1,000	424	
PURCHASED SERVICES						
6209-307	TRAVEL/TRAINING	3,025		3,025		
6200-313	MAINTENANCE AGREEMENT:	1,500		1,500		
6209-309	PROFESSIONAL SERVICES	230,400	24,000	254,400	56,104	FY 21-22 Re-allocated
6209-323	CELL PHONE	1,200		1,200	402	
6209-333	UTILITIES - WATER			-		
6209-334	STREET LIGHTING	5,000		5,000	526	
TOTAL PURCHASED SERVICES		241,125	24,000	265,125	57,032	
GENERAL & ADMINISTRATIVE SERVICES						
6209-443	DUES/LICENSES	472		472		
TOTAL GENERAL & ADMIN SERVICES		472	-	472	-	
NON-CAPITAL EXPENSE						
6209-411	FURNITURE & FIXTURES	6,000		6,000		
6209-416	IMPLEMENTS & APPARATUS	500		500		
6209-433	SIGNS & MARKINGS	10,000		10,000		
6209-451	SOFTWARE	3,705		3,705	1,830	
6209-452	HARDWARE	500		500		
TOTAL NON-CAPITAL EXPENSE		20,705	-	20,705	1,830	
CAPITAL OUTLAY						
8209-301	IMPROVEMENTS ROADS	650,000		650,000	-	
8209-302	CULVERT MAINTENANCE	100,000		100,000	25,740	
8209-303	DRAINAGE	100,000	829,379	929,379	250,356	CC Approved Orchard Rd \$374K Rimrock \$198K FY 21-22 Re-allocated \$257,379
8209-420	EQUIPMENT			-		
8209-421	VEHICLES			-		
TOTAL CAPITAL OUTLAY		850,000	829,379	1,679,379	276,096	
TOTAL PUBLIC WORKS - ENGINEERING		1,248,219	864,873	2,113,092	396,040	

11 -GENERAL FUND PUBLIC WORKS - OPERATIONS		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
<u>PERSONNEL SERVICES</u>						
6210-102	SALARIES - NON-EXEMPT	167,282	9,851	177,133	85,825	COLA/Market Adjustment
6210-104	SALARIES - NON-EXEMPT PT			-		
6210-105	SALARIES - COLA			-		
6210-111	OVERTIME	4,500		4,500	6,102	
6210-112	WORKERS' COMPENSATION	5,824		5,824	5,714	
6210-113	LONGEVITY	1,056		1,056	800	
6210-122	TMRS	21,248	1,219	22,467	8,857	COLA/Market Adjustment
6210-123	GROUP INSURANCE	47,520		47,520	16,171	
6210-127	MEDICARE	2,742		2,742	1,030	
6210-129	LT DISABILITY	502	29	531	208	COLA/Market Adjustment
TOTAL PERSONNEL SERVICES		250,674	11,099	261,773	124,706	
<u>MATERIALS & SUPPLIES</u>						
6210-201	OFFICE SUPPLIES	700		700	80	
6210-204	FOOD/BEVERAGE	1,000		1,000	72	
6210-206	FUEL & LUBRICANTS	22,000		22,000	3,861	
6210-208	MINOR APPARATUS	5,000		5,000	1,270	
6210-209	PROTECTIVE CLOTHING/UNIFORMS	8,975		8,975	3,197	
6210-210	COMPUTER SUPPLIES	250		250		
6210-211	MEDICAL SUPPLIES	250		250		
6210-214	CLEANING SUPPLIES	1,500		1,500		
6210-223	SAND/DIRT	3,000		3,000	186	
6210-224	ASPHALT/BASE/CONC/CULVERT	32,000		32,000	556	
TOTAL MATERIALS & SUPPLIES		74,675	-	74,675	9,224	
<u>MAINTENANCE & REPAIR</u>						
6210-231	FACILITY MAINTENANCE	7,500		7,500	2,788	
6210-232	VEHICLE MAINTENANCE	7,700		7,700	3,331	
6210-233	EQUIPMENT MAINTENANCE	9,600		9,600	613	
6210-234	WASTE DISPOSAL	5,100		5,100	433	
6210-298	MAINTENANCE & PARTS - MISC	3,000		3,000	1,419	
TOTAL MAINTENANCE & REPAIR		32,900	-	32,900	8,584	
<u>PURCHASED SERVICES</u>						
6210-307	TRAVEL/TRAINING	5,100		5,100		
6210-309	PROFESSIONAL SERVICES	30,000		30,000		
6210-323	CELL PHONE	3,500		3,500	1,261	
6210-331	UTILITIES, ELECTRIC	6,000		6,000	2,158	
6210-346	EQUIPMENT RENTAL	4,000		4,000	1,083	
TOTAL PURCHASED SERVICES		48,600	-	48,600	4,502	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6210-443	DUES/LICENSES	462		462		
TOTAL GENERAL & ADMIN SERVICES		462	-	462	-	
<u>NON-CAPITAL EXPENSE</u>						
6210-411	FURNITURE & FIXTURES	2,000		2,000	1,980	
6210-420	EQUIPMENT	-		-		
6210-433	SIGNS & MARKINGS	12,000		12,000	3,517	
TOTAL NON-CAPITAL EXPENSE		14,000	-	14,000	5,496	
<u>CAPITAL OUTLAY</u>						
8210-420	EQUIPMENT	216,137		216,137	202,637	
8210-421	VEHICLES	55,000	60,000	115,000	34,487	2-16-23 CC Approved One ton pickup
TOTAL CAPITAL OUTLAY		271,137	60,000	331,137	237,124	
TOTAL PUBLIC WORKS		692,448	71,099	763,547	389,636	

11 -GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6211-103	SALARIES - NON-EXMPT TEMP	-		-		
6211-112	WORKERS COMP	-		-		
6211-127	MEDICARE	-		-		
TOTAL PERSONNEL SERVICES		-	-	-	-	
<u>MAINTENANCE & REPAIR</u>						
6211-231	FACILITY MAINTENANCE	4,500		4,500	2,134	
6211-233	EQUIPMENT MAINTENANCE	4,500		4,500		
TOTAL MAINTENANCE & REPAIR		9,000	-	9,000	2,134	
<u>PURCHASED SERVICES</u>						
6211-322	CONTRACTS (MOWING)	82,000		82,000	16,900	
6211-331	UTILITIES, ELECTRIC	2,000		2,000	573	
6211-333	UTILITIES, WATER	10,000		10,000	3,829	
TOTAL PURCHASED SERVICES		94,000	-	94,000	21,301	
<u>SPECIAL EVENTS</u>						
6211-444	FOUNDERS DAY	30,000		30,000	1,508	
6211-445	SERVICE TREE PROGRAM	7,000		7,000	2,832	
6211-446	KEEP LUCAS BEAUTIFUL	5,000		5,000	1,979	
6211-447	COUNTRY CHRISTMAS	10,000		10,000	10,566	
6211-448	PARK EVENTS	15,000		15,000	2,143	
TOTAL SPECIAL EVENTS		67,000	-	67,000	19,028	
<u>NON-CAPITAL OUTLAY</u>						
6211-417	PARK IMPROVEMENTS	30,000		30,000	8,754	
6211-418	PARK IMPROVEMENTS- USACE			-		
TOTAL NON- CAPITAL OUTLAY		30,000	-	30,000	8,754	
<u>CAPITAL OUTLAY</u>						
8211-417	PARK IMPROVEMENTS	30,000		30,000		
TOTAL CAPITAL OUTLAY		30,000	-	30,000	-	
TOTAL PARKS		230,000	-	230,000	51,217	

11 -GENERAL FUND DEVELOPMENT SERVICES DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
PERSONNEL SERVICES						
6212-101	SALARIES - EXEMPT	58,927	7,784	66,711	33,351	COLA/Market Adjustment
6212-102	SALARIES - NON-EXEMPT	235,036	13,824	248,860	122,549	COLA/Market Adjustment
6212-105	SALARIES - COLA	-		-		
6212-111	OVERTIME	11,200		11,200	4,148	
6212-112	WORKERS' COMPENSATION	2,200		2,200	2,158	
6212-113	LONGEVITY PAY	1,898		1,898	2,010	
6212-122	TMRS	37,519	2,900	40,419	15,513	COLA/Market Adjustment
6212-123	GROUP INSURANCE	53,460		53,460	22,152	
6212-127	MEDICARE	4,486	252	4,738	2,064	COLA/Market Adjustment
6212-129	LT DISABILITY	876	71	947	264	COLA/Market Adjustment
6212-131	UNEMPLOYMENT					
TOTAL PERSONNEL SERVICES		405,602	24,831	430,433	204,209	
MATERIALS & SUPPLIES						
6212-201	OFFICE SUPPLIES	5,500		5,500	1,033	
6212-203	SUBSCRIPTIONS	350		350		
6212-204	FOOD/BEVERAGE	600		600		
6212-205	LOGO/UNIFORM ALLOWANCE	2,700		2,700	500	
6212-206	FUEL & LUBRICANTS	12,000		12,000	4,229	
6212-210	COMPUTER SUPPLIES	500		500		
TOTAL MATERIALS & SUPPLIES		21,650	-	21,650	5,761	
MAINTENANCE & REPAIR						
6212-232	VEHICLE MAINTENANCE	6,300		6,300	3,486	
TOTAL MAINTENANCE & REPAIR		6,300	-	6,300	3,486	
PURCHASED SERVICES:						
6212-305	SOFTWARE SUPPORT/MAINTENANCE	24,278		24,278	4,052	
6212-307	TRAINING & TRAVEL	13,656		13,656	969	
6212-309	PROFESSIONAL SERVICES	16,000		16,000	1,850	
6212-313	MAINTENANCE AGREEMENTS	-		-		
6212-323	CELL PHONE	6,400		6,400	1,481	
TOTAL PURCHASED SERVICES		60,334	-	60,334	8,352	
GENERAL & ADMINISTRATIVE SERVICES						
6212-443	DUES/LICENSES	3,119		3,119	144	
6212-450	COMPUTER HARDWARE	-		-		
6212-451	SOFTWARE, BOOKS & CD'S	5,600		5,600	76	
6212-452	STORM WATER MGMT EXPENSE	9,000		9,000	491	
TOTAL GENERAL & ADMINISTRATION SERVICES		17,719	-	17,719	711	
CAPITAL OUTLAY						
8212-420	EQUIPMENT			-		
8212-451	COMPUTER SOFTWARE			-		
8212-452	COMPUTERS			-		
8212-421	VEHICLES			-		
TOTAL CAPITAL OUTLAY		-	-	-	-	
TOTAL DEVELOPMENT SERVICES		511,605	24,831	536,436	222,519	

11 - GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
PERSONNEL SERVICES						
6300-101	SALARIES - EXEMPT	333,939	36,724	370,663	185,329	COLA/Market Adjustment
6300-102	SALARIES - NON EXEMPT FF/EMS	1,108,609	116,708	1,225,317	606,070	COLA/Market Adjustment
6300-103	SAL - NON EXEMPT TEMP	3,600		3,600		
6300-105	SALARIES - COLA	-				
6300-106	CERTIFICATION FEES	12,120		12,120	2,700	
6300-108	SAL - NON EXEMPT DEPLOYMENT					
6300-110	SALARIES - MARKET/RETENTION	-		-		
6300-111	SALARIES - OVERTIME	230,304		230,304	101,350	
6300-112	WORKERS' COMPENSATION	49,500	8,959	58,459	58,459	\$2.2 K COLA/Market Adjustment \$6.7 K FY 21-22 WC Audit Adjustment
6300-113	LONGEVITY PAY	4,228		4,228	3,936	
6300-122	TMRS	208,417	18,979	227,396	86,447	COLA/Market Adjustment
6300-123	GROUP INSURANCE	225,720		225,720	96,634	
6300-127	MEDICARE	24,484	2,225	26,709	12,044	COLA/Market Adjustment
6300-128	OTHER RETIREMENT	13,000		13,000		
6300-129	LT DISABILITY	4,328	460	4,788	1,298	COLA/Market Adjustment
6300-133	TELEPHONE ALLOWANCE	600		600	300	
TOTAL PERSONNEL SERVICES		2,218,849	184,055	2,402,904	1,154,567	
MATERIALS & SUPPLIES						
6300-201	OFFICE SUPPLIES	2,100		2,100	383	
6300-202	POSTAGE	375		375	29	
6300-203	SUBSCRIPTIONS	-		-		
6300-204	FOOD/BEVERAGE	5,950		5,950	1,377	
6300-205	LOGO/UNIFORM ALLOWANCE	32,215	200	32,415	9,793	FY 21-22 Re-allocated
6300-206	FUEL & LUBRICANTS	36,180		36,180	10,139	
6300-207	FUEL - PROPANE/(natural gas)	2,100		2,100	918	
6300-208	MINOR APPARATUS	10,780		10,780	975	
6300-209	PROTECTIVE CLOTHING	26,800	10,028	36,828	14,556	FY 21-22 Re-allocated
6300-210	COMPUTER SUPPLIES	1,900		1,900	38	
6300-211	MEDICAL & SURGICAL SUPPL	36,800		36,800	11,429	
6300-214	SUPPLIES - FD	9,320		9,320	5,268	
6300-215	DISPOSABLE MATERIALS	7,555	8,000	15,555	5,812	Foam Replacement
6300-227	PREVENTION ACTIVITIES	5,600	884	6,484	1,200	FY 21-22 Re-allocated
TOTAL MATERIALS & SUPPLIES		177,675	19,112	196,787	61,917	
MAINTENANCE & REPAIR						
6300-231	FACILITY MAINTENANCE	28,790		28,790	1,193	
6300-232	VEHICLE MAINTENANCE	57,076	56,376	113,452	38,868	\$11, 778 FD S 861 Vehicle Repair/Insr Reim in G Insr claim reimbursement in acct 11-4914 Emergency Repairs: Utility - 861 \$3,038 Engine 861 - \$12,849/Rehab 861 - \$1,407 Chief 862 - \$1,385/Brush 861 - \$4,932 Engine 861 - \$1,860/Chief 862 - \$2,984 Rehab 861 - \$2,631/Brush 862 - \$12,361 Chief 862 - \$1,152
6300-233	EQUIPMENT MAINT	14,365		14,365	8,195	
TOTAL MAINTENANCE & REPAIR		100,231	56,376	156,607	48,255	
PURCHASED SERVICES						
6300-302	FIRE DEPT RUN REIMBURS.	51,100		51,100	8,940	
6300-302.1	LISD GAME COVERAGE	1,000		1,000	200	
6300-303	TELEPHONE	5,160		5,160		
6300-304	INTERNET	6,600		6,600	2,850	
6300-307	TRAINING & TRAVEL	47,125		47,125	12,122	
6300-309	PROFESSIONAL SERVICES	135,367		135,367	69,198	
6300-310	SCBA	10,770	2,018	12,788	2,708	FY 21-22 Re-allocated
6300-312	PARAMEDIC SCHOOL	-		-		
6300-313	MAINTENANCE AGREEMENTS	16,993		16,993	10,020	
6300-316	911 DISPATCH	90,449		90,449	90,449	
6300-323	CELL PHONE	10,600		10,600	3,512	
6300-325	LIABILITY INSURANCE	24,200		24,200	22,890	
6300-331	UTILITIES, ELECTRIC	27,000		27,000	7,056	
6300-333	UTILITIES, WATER	4,750		4,750	1,755	
6300-337	PAGER SERVICE	815		815		
6300-346	EQUIPMENT RENTAL	500		500		
TOTAL PURCHASED SERVICES		432,429	2,018	434,447	231,702	
GENERAL & ADMINISTRATIVE SERVICES						
6300-441	APPRECIATION/AWARDS	2,700		2,700	2,126	

11 -GENERAL FUND**FIRE DEPARTMENT****DEPARTMENTAL EXPENDITURES**

		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
6300-443	DUES/LICENSES	6,325		6,325	2,925	
6300-447	EMERGENCY MANAGEMENT SER	9,689		9,689	7,709	
6300-448	REHAB TRAINING & EQUIPMENT	950		950	126	
6300-451	SOFTWARE, BOOKS & CD'S	4,100		4,100	152	
TOTAL GENERAL & ADMINISTRATIVE SERVIC		23,764	-	23,764	13,037	

11 -GENERAL FUND		2022-2023	2022-2023	2022-2023	2022-2023	DESCRIPTION
FIRE DEPARTMENT		ORIGINAL	MID-YR BUDGET	AMENDED	YTD ACTUAL	
DEPARTMENTAL EXPENDITURES		BUDGET	ADJUSTMENTS	BUDGET	AS OF 3/31/2023	
NON-CAPITALIZED EXPENSE						
6300-411 FURNITURE & FIXTURES				-		
6300-420 EQUIPMENT		6,300		6,300	3,451	
6300-452 HARDWARE & TELECOM		11,050	6,309	17,359	1,151	EMS Pass-Thru Grant Rev adj acct 11-4985
				-		
TOTAL NON-CAPITALIZED EXPENSE		17,350	6,309	23,659	4,601	
CAPITAL OUTLAY						
8300-200 BUILDING IMPROVEMENTS				-		
8300-411 FURNITURE & FIXTURES				-		
8300-416 IMPLEMENTS & APPARATUS				-		
8300-420 EQUIPMENT		86,090	49,796	135,886	65,119	FY 21-22 Re-allocated
8300-421 VEHICLES		-	530,158	530,158	30,016	FY 21-22 Re-allocated
8300-452 HARDWARE & TELECOM		32,500		32,500	27,123	
TOTAL CAPITAL OUTLAY		118,590	579,954	698,544	122,258	
TOTAL FIRE		3,088,888	847,824	3,936,712	1,636,338	

11 -GENERAL FUND GENERAL ADMINISTRATION - NON-DEPT DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
PERSONNEL SERVICES						
6999-109	TMRS - COLA					
6999-110	PERFORMANCE/INCENTIVE PAY	280,054	(275,091)	4,963		COLA/Market Adjustment
6999-130	LT DISABILITY					
TOTAL PERSONNEL SERVICES		280,054	(275,091)	4,963	-	
MAINT & SUPPLIES						
6999-214	CLEANING SUPPLIES	1,500		1,500	479	
6999-231	FACILITY MAINT	28,800		28,800	6,073	
TOTAL MAINT & SUPPLIES		30,300	-	30,300	6,552	
PURCHASED SERVICES						
6999-303	TELEPHONE	12,000		12,000	5,565	
6999-305	IT SUPPORT/MAINT	74,446		74,446	31,269	
6999-306	SOFTWARE MAINTENANCE	20,405		20,405	9,256	
6999-308	CLEANING & PEST CONTROL	27,400		27,400	9,544	
6999-309	PROFESSIONAL SERVICES	4,560		4,560	4,495	
6999-310	LEGAL SERVICES	100,000		100,000	63,962	
6999-323	STREAKER RESTORATION	-		-		
6999-326	LAW ENFORCEMENT	811,905		811,905		
6999-331	ELECTRICITY	8,400		8,400	2,563	
6999-333	WATER	1,200		1,200	291	
6999-336	ANIMAL CONTROL	35,000		35,000	17,000	
6999-499	COVID-19 EXPENSE			-		
TOTAL PURCHASED SERVICES		1,095,316	-	1,095,316	143,945	
NON-CAPITAL EXPENSE						
6999-411	FURNITURE	-		-		
6999-451	SOFTWARE	23,275		23,275	3,010	
6999-452	HARDWARE, TELECOM	11,500	6,500	18,000	8,193	LIT from 6110 for PW computers
TOTAL NON-CAPITALIZED EXPENSE		34,775	6,500	41,275	11,203	
CAPITAL OUTLAY						
8999-200	BUILDING IMPROVEMENTS	12,000	243,069	255,069	135,156	FY 21-22 Re-allocated
8999-420	EQUIPMENT	6,879	17,171	24,050		Add't Costs to implement a new security camera system for City Hall and P Works
8999-451	SOFTWARE	7,000		7,000		
8999-452	HARDWARE/TELECOM			-		
TOTAL CAPITAL OUTLAY		25,879	260,240	286,119	135,156	
OTHER						
6999-499	COVID-19 EXPENDITURES	-		-	-	
TOTAL OTHER		-	-	-	-	
TOTAL NON-DEPARTMENTAL		1,466,324	(8,351)	1,457,973	296,855	

21 - CAPITAL IMPROVEMENTS	2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
REVENUES					
<u>FEES & SERVICE CHARGES</u>					
4404 INTERGOV/3RD PARTY REV	-		-	-	
TOTAL FEES & SERVICE CHARGES	-	-	-	-	
<u>MISCELLANEOUS REVENUE</u>					
4911 INTEREST INCOME	6,000	174,000	180,000	104,982	Adjust for trend
4914 INSURANCE PROCEEDS	-	-	-		
TOTAL MISCELLANEOUS REV	6,000	174,000	180,000	104,982	
<u>TRANSFERS FROM GENERAL FUND</u>					
4996 TRANSFER FROM GF RESERVES			-	-	
TOTAL TRANSFERS	-	-	-	-	
TOTAL REVENUES	6,000	174,000	180,000	104,982	

21 - CAPITAL IMPROVEMENTS		2022-2023	2022-2023	2022-2023	2022-2023	DESCRIPTION
PUBLIC WORKS		ORIGINAL	MID-YR BUDGET	AMENDED	YTD ACTUAL	
DEPARTMENTAL EXPENDITURES		BUDGET	ADJUSTMENTS	BUDGET	AS OF 3/31/2023	
<u>CAPITAL OUTLAY</u>						
8210-490-125	ELEVATED WATER TOWER		1,114,711	1,114,711		FY 21-22 Re-allocated
8210-490-129	BAIT SHOP WATERLINE RELOCATION		1,316,406	1,316,406	1,176	FY 21-22 Re-allocated
						\$168K CC 2-16-23 Reserves
8210-491-134	STINSON RD/MUDDY CREEK BRIDGE		15,592	15,592		FY 21-22 Re-allocated
8210-491-135	SNIDER LANE/WHITE ROCK CREEK BRIDGE		2,500	2,500		FY 21-22 Re-allocated
8210-491-136	WEST LUCAS RD PROJECT		2,693,770	2,693,770		FY 21-22 Re-allocated
8210-491-300	BLONDY JHUNE RD ALIGNMENT		306,489	306,489		FY 21-22 Re-allocated
TOTAL CAPITAL OUTLAY		-	5,449,468	5,449,468	1,176	
<u>TOTAL PUBLIC WORKS</u>		-	5,449,468	5,449,468	1,176	

51 - WATER UTILITIES FUND

		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
REVENUES						
<u>FEES & SERVICE CHARGES</u>						
4461	WATER REVENUE	4,353,461	485,299	4,838,760	2,201,112	Adjustment for new rates
4462	WATER TAPS & BORES	3,000		3,000		
4463	PENALTY & INTEREST	35,000		35,000	21,750	
4467	WATER METER	200,000		200,000	57,400	
4468	WATER METER REPAIRS	6,000		6,000	4,200	
4469	WASTEWATER FEES	66,000	14,500	80,500	51,963	Adjustment for new rates
4470	REREAD/CHARTING	100		100	50	
4478	TRASH SERVICE	859,234	17,662	876,896	450,260	Adjust for trend
4497	FH METER RENTAL INC	3,500		3,500	3,125	
4498	MISC. FEE AND CHARGES	-		-		
4499	WATER LINES/FEES DEVEL	-		-		
TOTAL FEES & SERVICE CHARGES		5,526,295	517,461	6,043,756	2,789,860	
<u>MISCELLANEOUS REVENUE</u>						
4911	INTEREST INCOME	7,200	222,800	230,000	139,853	Adjust for trend
4912	RETURN CHECK CHARGE	400		400	225	
4913	NTMWD REFUND	10,000		10,000		
4914	INSURANCE CLAIM REIMB	-		-		
4915	MISC REV -SALES TAX DISC			-	126	
4992	SALE OF ASSETS	-		-		
4995	REIMBURSEMENTS			-		
4996	WF DEBT RESERVE (USE OF)		58,866	58,866		FY 21-22 Re-allocated
4997	MISCELLANEOUS	-		-	2,600	
TOTAL MISCELLANEOUS REVENUE		17,600	281,666	299,266	142,804	
*** TOTAL REVENUES ***		5,543,895	799,127	6,343,022	2,932,664	

51 - WATER FUND- Operations

DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6400-101	SALARIES - EXEMPT	205,356	19,048	224,404	111,260	COLA/Market Adjustment CM Salary Adj - CC approved 2-23-23
6400-102	SALARIES - NON-EXEMPT	294,963	23,516	318,479	154,491	
6400-105	SALARIES - COLA	-		-		
6400-106	CERTIFICATION FEES	6,300		6,300	3,840	
6400-110	PERFORMANCE/INCENTIVE PAY	67,152	(56,184)	10,968		COLA/Market Adjustment
6400-111	OVERTIME	51,726		51,726	14,699	
6400-112	WORKERS' COMPENSATION	10,700	650	11,350	10,497	\$125 COLA/Market Adjustment \$525 FY 21-22 WC Audit Adjustment
6400-113	LONGEVITY PAY	3,370		3,370	3,150	
6400-122	TMRs	69,063	5,289	74,352	27,545	COLA/Market Adjustment CM Salary Adj - CC approved 2-23-23
6400-123	GROUP INSURANCE	89,100		89,100	38,362	
6400-127	MEDICARE	8,096	618	8,714	3,870	COLA/Market Adjustment CM Salary Adj - CC approved 2-23-23
6400-129	LT DISABILITY	1,501	118	1,619	431	COLA/Market Adjustment
6400-141	CAR ALLOWANCE	2,400		2,400	1,200	
TOTAL PERSONNEL SERVICES		809,727	(6,945)	802,782	369,344	
<u>MATERIALS & SUPPLIES</u>						
6400-201	OFFICE SUPPLIES	800		800	108	
6400-202	POSTAGE	2,000		2,000		
6400-204	FOOD/BEVERAGE	1,000		1,000	258	
6400-206	FUEL & LUBRICANTS	30,000		30,000	6,018	
6400-207	FUEL - PROPANE/(natural gas)	14,000		14,000	1,357	
6400-208	MINOR APPARATUS	3,500		3,500		
6400-209	PROTEC CLOTHING/UNIFORMS	8,975		8,975	4,174	
6400-210	COMPUTER SUPPLIES	450		450		
6400-211	MEDICAL SUPPLIES	250		250		
6400-212	CHEMICALS	6,000		6,000	3,185	
6400-222	OTHER SUPPLIES			-		
6400-223	SAND/DIRT	3,000		3,000		
6400-224	ASPHALT/FLEXBASE/CONCRETE	6,500		6,500		
TOTAL MATERIALS & SUPPLIES		76,475	-	76,475	15,100	
<u>MAINTENANCE & REPAIR</u>						
6400-230	REPAIRS & MAINT. - EQUIP.	2,500		2,500		
6400-231	FACILITY MAINTENANCE	6,000		6,000		
6400-232	VEHICLE/EQP MAINT.	8,650		8,650	3,757	
6400-233	REPAIR & MAINT WTR FACILITIES	295,000	20,576	315,576	31,836	FY 21-22 Re-allocated
TOTAL MAINTENANCE & REPAIR		312,150	20,576	332,726	35,593	
<u>PURCHASED SERVICES:</u>						
6400-237	TRASH SERVICES	747,160	20,322	767,482	383,629	Adjust for trend
6400-302	AUDITING & ACCOUNTING	14,000		14,000	7,984	
6400-303	TELEPHONE	7,200		7,200	3,418	
6400-304	UB PROCESSING	30,000		30,000	12,868	
6400-305	SOFTWARE SUPPORT/MAINT	30,870		30,870	2,680	
6400-306	METER SOFTWR/HARDWR MAINT	8,540		8,540	8,824	
6400-307	TRAINING & TRAVEL	8,722		8,722	984	
6400-309	PROFESSIONAL SERVICES	38,800	38,290	77,090	25,112	FY 21-22 Re-allocated
6400-310	LEGAL SERVICES	900		900		
6400-313	MAINTENANCE AGREEMENTS	6,660		6,660	2,216	
6400-315	WATER - NTMWD	2,230,648	182,468	2,413,116	1,206,554	NTMWD FY 22-23 Final Budget \$3.44 per 1,000 gallons Volume 701,486
6400-316	WASTEWATER NTMWD	48,700	9,781	58,481	34,193	NTMWD FY 22-23 Final Budget
6400-323	CELL PHONE	8,700		8,700	3,182	
6400-325	LIABILITY INSURANCE	24,200		24,200	22,890	
6400-331	ELECTRICITY	75,000		75,000	26,146	
6400-333	UTILITIES, WATER			-		
6400-346	EQUIPMENT RENTAL	4,000		4,000		
TOTAL PURCHASED SERVICES		3,284,100	250,861	3,534,961	1,740,679	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						

51 - WATER FUND- Operations

		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
6400-443	DUES/LICENSES	333		333		
6400-999	PILOT TRANSFER OUT	279,090		279,090		
TOTAL GENERAL & ADMIN SERVICES/TRANSFER		279,423	-	279,423	-	
<u>NON-CAPITAL EXPENSE</u>						
6400-411	FURNITURE	2,000		2,000	-	
6400-416	IMPLEMENTS & APPARATUS	-		-	-	
6400-420	EQUIPMENT - WATER	-		-	-	
6400-451	SOFTWARE	2,675		2,675	-	
TOTAL NON-CAPITAL EXPENSE		4,675	-	4,675	-	
<u>CAPITAL OUTLAY</u>						
8400-420	EQUIPMENT - WATER	-		-	-	
8400-421	VEHICLE	-	-	-	-	
TOTAL CAPITAL OUTLAY		-	-	-	-	
<u>TOTAL WATER UTILITIES</u>		4,766,550	264,492	5,031,042	2,160,716	

51 - WATER FUND- Engineering

DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6409-101	SALARIES - EXEMPT	88,813	10,049	98,862	49,425	COLA/Market Adj
6409-105	SALARIES - COLA	-		-		
6409-112	WORKERS' COMPENSATION	290	13	303	285	COLA/Market Adj
6409-113	LONGEVITY PAY	74		74	66	
6409-122	TMRS	10,986	1,243	12,229	4,756	COLA/Market Adj
6409-123	GROUP INSURANCE	11,880		11,880	5,102	
6409-127	MEDICARE	1,294	140	1,434	665	COLA/Market Adj
6409-129	LT DISABILITY	266	31	297	80	COLA/Market Adj
6409-133	TELEPHONE ALLOWANCE	300		300	150	
TOTAL PERSONNEL SERVICES		113,903	11,476	125,379	60,527	
<u>MATERIALS & SUPPLIES</u>						
6409-201	OFFICE SUPPLIES	1,000		1,000	60	
6409-204	FOOD/BEVERAGE	500		500		
6409-208	MINOR APPARATUS	500		500		
6409-209	PROTEC CLOTHING/UNIFORMS	1,415		1,415	288	
6409-210	COMPUTER SUPPLIES	500		500		
TOTAL MATERIALS & SUPPLIES		3,915	-	3,915	348	
<u>MAINTENANCE & REPAIR</u>						
6409-232	VEHICLE MAINTENANCE	500	-	500		
TOTAL MAINTENANCE & REPAIR		500	-	500	-	
<u>PURCHASED SERVICES:</u>						
6409-305	SOFTWARE SUPPORT & MAINT	1,050		1,050		
6409-307	TRAINING & TRAVEL	2,300		2,300		
6409-309	PROFESSIONAL SERVICES	72,000		72,000	21,910	
6409-323	CELL PHONE	1,200		1,200	201	
TOTAL PURCHASED SERVICES		76,550	-	76,550	22,111	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						
6409-443	DUES/LICENSES	1,135		1,135		
TOTAL GENERAL & ADMIN SERVICES/TRANSF		1,135	-	1,135	-	
<u>NON-CAPITAL EXPENSE</u>						
6409-411	FURNITURE			-		
6409-416	IMPLEMENTS & APPARATUS			-		
6409-452	HARDWARE & TELECOM			-		
TOTAL NON-CAPITAL EXPENSE		-	-	-	-	-
<u>CAPITAL OUTLAY</u>						
8400-452	HARDWARE & TELECOMM			-		
TOTAL CAPITAL OUTLAY		-	-	-	-	
<u>TOTAL WATER UTILITIES</u>		196,003	11,476	207,479	82,986	

51 - WATER UTILITIES FUND

DEPARTMENTAL EXPENDITURES		2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
DEBT SERVICE						
7900-214	2007 CERT OF OBLIG-PRINCIPAL	125,000		125,000	125,000	
7900-215	2007 CERT OF OBLIG-INTEREST	23,906		23,906	13,281	
7900-222	2017 CERT OF OBLIG-PRINCIPAL	125,000		125,000	125,000	
7900-223	2017 CERT OF OBLIG-INTEREST	68,475		68,475	35,175	
7900-224	2019 CERT OF OBLIG-PRINCIPAL	55,000		55,000	55,000	
7900-225	2019 CERT OF OBLIG-INTEREST	38,668		38,668	20,021	
7900-226	2020 CERT OF OBLIG-PRINCIPAL	105,000		105,000	105,000	
7900-227	2020 CERT OF OBLIG-INTEREST	28,500		28,500	15,300	
7900-298	BOND ISSUE COSTS	600		600	200	
TOTAL DEBT SERVICE		570,149	-	570,149	493,978	
TOTAL DEBT SERVICE		570,149	-	570,149	493,978	

59 - DEBT SERVICES FUND

	2022-2023 ORIGINAL BUDGET	2022-2023 MID-YR BUDGET ADJUSTMENTS	2022-2023 AMENDED BUDGET	2022-2023 YTD ACTUAL AS OF 3/31/2023	DESCRIPTION
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DEPARTMENTAL EXPENDITURES**REVENUES****PROPERTY TAXES**

4011	PROPERTY TAXES	1,192,849	83,863	1,276,712	1,276,712	Adjust for actual
4012	PROPERTY TAXES-DELINQUENT	-	(1,831)	(1,831)	(1,831)	Property Tax Refunds Recalculations
4015	PROPERTY TAXES-P&I		26,761	26,761	26,761	Adust for actual
4911	INTEREST INCOME		30,000	30,000	18,219	Adjust for Trend
TOTAL PROPERTY TAXES		1,192,849	138,793	1,331,642	1,319,861	
4996	RESERVE FUNDING (USE OF)	167,759	(138,793)	28,966		Adj for property tax collec
TOTAL REVENUES		1,360,608	0	1,360,608	1,319,861	

EXPENDITURES**DEBT SERVICE**

7900-214	2007 CERT OF OBLIG-PRINCIPAL	100,000		100,000	100,000	
7900-215	2007 CERT OF OBLIG-INTEREST	19,125		19,125	10,625	
7900-220	2015 CERT OF OBLIG-PRINCIPAL	130,000		130,000	130,000	
7900-221	2015 CERT OF OBLIG-INTEREST	32,400		32,400	17,175	
7900-222	2017 CERT OF OBLIG-PRINCIPAL	250,000		250,000	250,000	
7900-223	2017 CERT OF OBLIG-INTEREST	137,100		137,100	70,425	
7900-224	2019 CERT OF OBLIG-PRINCIPAL	285,000		285,000	285,000	
7900-225	2019 CERT OF OBLIG-INTEREST	208,283		208,283	107,704	
7900-226	2020 GO REFUNDING-PRINCIPAL	155,000		155,000	155,000	
7900-227	2020 GO REFUNDING-INTEREST	42,700		42,700	22,900	
7900-298	BOND SALE EXPENSES	1,000		1,000	400	
TOTAL DEBT SERVICE		1,360,607	-	1,360,607	1,149,229	

City of Lucas
Fiscal Year 2021-2022

Reallocated Funding for Capital Projects & Operating Accounts (Schedule A)

Account No	Vendor	Project	Budgeted through Fiscal Year 21/22	Paid through Fiscal Year 21/22	Adjusted	Reallocated Budget Fiscal Year 22/23
By Contract - Capital Projects						
21-8210-490-125	TBD	Elevated Water Tower	\$ 1,114,711			\$ 1,114,711
21-8210-490-129	Huitt Zollar	Bait Shop Waterline Relocation Design	\$ 13,117	\$ (6,061)		\$ 7,056
21-8210-490-129	Contingency	Bait Shop Waterline Relocation Design	\$ 18,000	\$ (11,400)		\$ 6,600
21-8210-490-129	Construction	Bait Shop Waterline Relocation	\$ 1,134,546			\$ 1,134,546
21-8210-491-134	Lakes	Stinson Rd/Muddy Creek Bridge Design	\$ 262,600	\$ (247,008)		\$ 15,592
21-8210-491-135	Lakes	Snider Lane/White Rock Bridge Design	\$ 47,858	\$ (45,358)		\$ 2,500
21-8210-491-136*	BCC	West Lucas Road Design	\$ 1,234,194	\$ (659,834)		\$ 574,360
21-8210-491-136*	Surveying & Mapping	West Lucas Road Surveying	\$ 43,490	\$ (41,960)		\$ 1,530
21-8210-491-136*	TBD	West Lucas Road Construction	\$ 2,117,880			\$ 2,117,880
21-8210-491-300	TBD	Blondy Jhune Rd Alignment	\$ 306,489			\$ 306,489
Total Capital Projects Restricted			\$ 6,292,885	\$ (1,011,621)	\$ -	\$ 5,281,264

Note: * West Lucas Road Project City match was budgeted in FY 20-21 for \$4,184,820 funded from 2019 Certificates of Obligation (COs)

\$1,957,850 in design costs and \$109,090 in surveying and mapping costs were applied against the budget leaving a remaining balance

of \$2,117,880 (\$4,184,820-\$1,957,850-\$109,090 = \$2,117,880)

Operating Accounts:	General Fund		Budgeted through Fiscal Year 21/22	Paid through Fiscal Year 21/22	Adjusted	Reallocated Budget Fiscal Year 22/23
Department	Account Number	Purpose				
City Secretary	11-6110-239	Records Management	\$ 26,607	\$ (12,703)		\$ 13,903
Administration	11-6200-305	Software Support/Maint	\$ 15,000	\$ (5,152)		\$ 9,848
Engineering	11-6209-309	BHC Engineering Roadway Impact Fee Study	\$ 30,000	\$ (6,000)		\$ 24,000
Engineering	11-8209-303	BHC - Rimrock Detention Pond Embankment Improv	\$ 23,280	\$ (19,530)		\$ 3,750
Engineering	11-8209-303	BHC - Orchard Rd South Culvert and Channel Improv	\$ 32,450	\$ (27,246)		\$ 5,204
Engineering	11-8209-303	Electrotechnics Corp. Flood Warning Devices	\$ 49,350			\$ 49,350
Engineering	11-8209-303	Farmstead Estates	\$ 199,075			\$ 199,075
Non-Departmental	11-8999-200	City Hall Renovations	\$ 286,479	\$ (43,410)		\$ 243,069
Fire Department	11-6300-209	MES Bunker Gear	\$ 10,028			\$ 10,028
Fire Department	11-6300-205	MES Boots - Uniforms	\$ 200			\$ 200
Fire Department	11-6300-227	Gardner Resources Fire Prevention	\$ 1,804	\$ (920)		\$ 884
Fire Department	11-6300-310	MES SCBA Monitor	\$ 2,018			\$ 2,018
Fire Department	11-8300-421	Siddons Martin Ambulance	\$ 500,000			\$ 500,000
Fire Department	11-8300-421	Priority Public Safety - Outfitting Tahoe	\$ 30,158			\$ 30,158
Fire Department	11-8300-420	Stryker Lifepak	\$ 49,796			\$ 49,796
FY 21-22 Restricted Fund Balance			\$ 1,256,245	\$ (114,961)	\$ -	\$ 1,141,284

City of Lucas
Fiscal Year 2021-2022
Reallocated Funding for Capital Projects & Operating Accounts (Schedule A)

Operating Accounts: Water Fund			Budgeted through	Paid through		Reallocated Budget
Department	Account Number	Purpose	Fiscal Year 21/22	Fiscal Year 21/22	Adjusted	Fiscal Year 22/23
Water Operations	51-6400-233	Core & Main Meter Order	\$ 22,415	\$ (1,839)		\$ 20,576
Water Operations	51-6400-309	Capex Water Rate Study	\$ 18,000	\$ (4,500)		\$ 13,500
Water Engineering	51-6409-309	BHC Engineering Water Impact Fee Study	\$ 28,800	\$ (5,760)		\$ 23,040
Water Engineering	51-6409-309	BHC Engineering Water Master Plan	\$ 35,000	\$ (33,250)		\$ 1,750
		FY 21-22 Restricted Fund Balance	\$ 104,215	\$ (45,349)	\$ -	\$ 58,866
Total Operating Both Funds			\$ 1,360,460	\$ (160,310)	\$ -	\$ 1,200,149
Total Capital Projects and Operating			\$ 6,397,100	\$ (1,056,970)	\$ -	\$ 6,481,414

Re-allocation summary

Account Number	Department/Fund	Description	Amount	Funding Source
21-8210-490-125	Capital Projects -WF	Elevated Water Tower	\$ 1,114,711	2017 CO/Restricted WF Reserves/Restricted WF Impact Fees
21-8210-490-129	Capital Projects -WF	Bait Shop Waterline Relocation	\$ 1,148,202	Restricted WF Reserves
21-8210-491-134	Capital Projects -GF	Stinson Rd/Muddy Creek Bridge	\$ 15,592	2019 Certificates of Obligation
21-8210-491-135	Capital Projects -GF	Snider Lane/White Rock Bridge	\$ 2,500	2019 Certificates of Obligation
21-8210-491-136	Capital Projects -GF	West Lucas Road	\$ 2,693,770	West Lucas Rd County Funding/2019 Certificates of Obligation
21-8210-491-300	Capital Projects -GF	Blondy Jhune Rd Alignment	\$ 306,489	Restricted GF Impact Fees
11-6110-239	City Secretary - GF	Records Management	\$ 13,903	Restricted GF Reserves
11-6200-305	Admin/Finance - GF	HR Software	\$ 9,848	Restricted GF Reserves
11-6209-309	Engineering - GF	Engineering Professional Services Impact Fee Study	\$ 24,000	Restricted GF Reserves
11-8209-303	Engineering - GF	Drainage Engineering	\$ 257,379	Restricted GF Reserves
11-8999-200	Non-Dept. - GF	Building Improvements Non-Departmental	\$ 243,069	Restricted GF Reserves
11-6300-209	Fire-Rescue - GF	Fire Dept Protective Clothing	\$ 10,028	Restricted GF Reserves
11-6300-205	Fire-Rescue - GF	Fire Dept Uniforms	\$ 200	Restricted GF Reserves
11-6300-227	Fire-Rescue - GF	Fire Dept Prevention Activities	\$ 884	Restricted GF Reserves
11-6300-310	Fire-Rescue - GF	Fire Dept SCBA	\$ 2,018	Restricted GF Reserves
11-8300-421	Fire-Rescue - GF	FD Vehicles - Ambulance/Outfitting Tahoe	\$ 530,158	Restricted GF Reserves
11-8300-420	Fire-Rescue - GF	FD Equipment Lifepak	\$ 49,796	Restricted GF Reserves
51-6400-233	Water Ops - WF	Water Maint. & Parts Utilities	\$ 20,576	Restricted WF Reserves
51-6400-309	Water Ops - WF	Professional Services Water Fund	\$ 38,290	Restricted WF Reserves
			<u>\$ 6,481,414</u>	

City of Lucas
Schedule B - Revenue/Expense Adjustments
FY 2022-2023 Mid-Year Budget

Account #	Account Name	Amount	Description
General Fund 11			
<u>Revenue</u>			
4011	Property Taxes	\$ 58,011	Adjust to actual
4012	Property Taxes - Deliquent	\$ (7,976)	Adjust to actual
4101	Sales Tax	\$ 64,900	Adjust for trend
4101-100	Sales Tax - Streets	\$ 32,450	Adjust for trend
4911	Interest Income (Fund 11)	\$ 176,000	Adjust for trend
4914	Insurance Proceeds	\$ 11,778	FD S861 Insurance Claim/repair in acct 11-6300-232 Vehichle Maint
4919	Opioid Abatement Trust	\$ 1,653	Adjust to actual
4931	Rental Income	\$ 97,920	Adjust to actual
4985	Grant Revenues	\$ 61,670	TIFMAS Deployment winter/summer 2022 - \$55,361/EMS Pass-Thru Grant - \$6,309
4991	Street Assessments	\$ 789	Adjust to actual
4992	Sale of Assets	\$ 20,863	FD Sale of 2002 Ford F-250 truck
	Total Revenue adjustments Fund 11	<u>\$ 518,058</u>	
<u>Expense</u>			
6300-112	Worker's Comp	\$ 6,745	Increase costs due to FY 21-22 WC Audit
6300-232	Vehichle Maintenance	\$ 11,778	FD S861 Vehicle Repair/Insr Reimb in GF Rev acct 11-4914 Insurance Proceeds
	Total Expense adjustments Fund 11	<u>\$ 18,523</u>	
<u>Transfers from General Fund Balance</u>			
4996	Previously approved City Council Items (See Schedule C)	\$ 632,000	
	Reallocated Operating Costs FY 21-22 (See Schedule A)	<u>\$ 1,141,284</u>	
	Total Transfers from general fund balance	<u>\$ 1,773,284</u>	
	Total General Fund Adjustments including transfers	<u>\$ 2,272,819</u>	
Water Fund 51			
<u>Revenue</u>			
4461	Water Revenue	\$ 485,299	Adjust for new rates
4469	Wastewater Fees	\$ 14,500	Adjust for new rates
4478	Trash/recyle services	\$ 17,662	Adjust for trend
4911	Interest Income (Fund 51)	\$ 222,800	Adjust for trend
	Total Revenue adjustments Fund 51	<u>\$ 740,261</u>	
<u>Expense</u>			
6400-112	Worker's Comp	\$ 525	Increase costs due to FY 21-22 WC Audit
6400-237	Trash Services	\$ 20,322	Adjust for trend
6400-315	Water - NTMWD	\$ 182,468	Adjust for increased costs \$3.44 per 1,000 gallons/Volume 701,486,000 gallons
6400-316	Wastewater - NTMWD	\$ 9,781	Adjust for increased costs
	Total Expense adjustments Fund 51	<u>\$ 213,096</u>	
<u>Transfers from Water Fund Balance</u>			
4996	Reallocated Operating Costs FY 21-22 (See Schedule A)	<u>\$ 58,866</u>	
	Total Water Fund Adjustments including transfers	<u>\$ 586,031</u>	

City of Lucas
Schedule B - Revenue/Expense Adjustments
FY 2022-2023 Mid-Year Budget

Account #	Account Name	Amount	Description
Debt Service Fund 59			
4011	Property Taxes	\$ 83,863	Adjust to actual
4012	Property Taxes - Deliquent	\$ (1,831)	Adjust to actual
4015	Property Taxes - Penalty & Interest	\$ 26,761	Adjust to actual
4911	Interest Income (Fund 59)	\$ 30,000	Adjust for trend
	Total Debt Service Fund Adjustments	<u>\$ 138,793</u>	
<u>Transfers from Debt Service Fund Balance</u>			
4996	Reserve Funding	<u>\$ (138,793)</u>	Adjust for property tax collections
	Total Debt Fund Adjustments including transfers	<u>\$ -</u>	
Total - Revenue/expense adjustments all funds excluding transfers		<u>\$ 1,165,493</u>	
Total - Revenue/expense adjustments all funds including transfers		<u>\$ 2,858,850</u>	

City of Lucas
Schedule C - Previously Approved City Council Items
FY 2022-2023 Mid-Year Budget

Dept. #	Dept. Name	Account #	Account Name	Amount	Description
General Fund					
6209	PW Engineering	8209-303	Drainage	\$ 198,000	9-15-22 Rimrock
6209	PW Engineering	8209-303	Drainage	\$ 374,000	9-15-22 Orchard Road
6210	Public Works	8210-421	Vehicles	\$ 60,000	2-16-23 One ton pickup
			Total Funded by reserves	<u>\$ 632,000</u>	
6200	Finance/Admin	Various	Personnel Costs	\$ 4,006	2-23-23 CM Contract Adjustment
			Total Funded by Operations	<u>\$ 4,006</u>	
			Total General Fund 11	<u><u>\$ 636,006</u></u>	
Water Fund					
6400	Water Ops	Various	Personnel Costs	\$ 4,006	2-23-23 CM Contract Adjustment
			Total Funded by Operations	<u>\$ 4,006</u>	
			Total Water Fund 51	<u><u>\$ 4,006</u></u>	
Total - All funds excluding capital improvement fund				<u><u>\$ 640,012</u></u>	
Capital Improvement Fund					
8210	Water Projects	490-129	Bait Shop Water Line	\$ 168,204	02-16-23 Bait Shop Water Line Project Reserve Funding
			Total Capital Fund 21	<u><u>\$ 168,204</u></u>	
Total - All funds including capital improvement fund				<u><u>\$ 808,216</u></u>	

City of Lucas
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Actual 2021-2022	Projected 2022-2023
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 10,085,127	\$ 9,819,059	\$ 9,819,059
Adjusted For:										
Projected Excess Fund Balance FY 22-23 (Revenue vs. Expense)										\$ 420,320
Additional Restrictions:										
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)						
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -			
FY 20-21 Development Services Software carry-over								\$ (34,843)		
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)		
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)						
CC 9-15-22 Reserves for Orchard Rd Culvert (FY 22-23)										\$ (374,000)
CC 9-15-22 Reserves for Rimrock Detention (FY 22-23)										\$ (198,000)
CC 2-16-23 Reserves for purchase of one-ton pickup (FY 22-23)										\$ (60,000)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,982,471	\$ 9,819,059	\$ 9,607,379
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	18.3	16.4	13
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,572,478)	\$ (4,487,444)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,736,883	\$ 6,246,581	\$ 5,119,935
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	12.3	10.4	7
Restricted during Fiscal Year Audit:										
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 85,892	\$ 85,892
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 38,360	\$ 38,360
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ 31,464	\$ 35,864
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,724,913	\$ 1,818,424
Restricted Water Rescue (3105-32)								\$ 120,000		
Restricted Bldg Improvements (3105-33)									\$ 243,069	\$ -
Restricted FD Equipment (3105-34)								\$ 16,379	\$ 13,130	\$ -
Restricted Capital Outlay (3105-36)									\$ 611,682	\$ -
Restricted Impact Fee Study(3105-37)									\$ 24,000	\$ -
Restricted Records Mgmt(3105-38)									\$ 13,903	\$ -
Restricted Drainage (3105-39)									\$ 257,379	\$ -
Restricted Cares Funding (3105.40)							\$ 89,755			
Restricted LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 280,509	\$ 280,509
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000	
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,098	\$ 3,574,301	\$ 2,259,049

City of Lucas
Water Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Actual 2021-2022	Projected 2022-2023
Unrestricted Cash Balance per Audit Report	\$ 3,382,193	\$ 4,295,531	\$ 5,579,746	\$ 5,548,487	\$ 5,996,412	\$ 6,215,622	\$ 6,945,017	\$ 7,276,317	\$ 8,106,958	\$ 8,106,958
Adjusted For:										
Projected Excess Fund Balance FY 22-23										\$ 534,352
Additional Restrictions:										
CC 2-16-23 Reserves for Bait Shop Water Line Relocation (FY 22-23)										\$ (168,204)
Customer Deposits	\$ (209,565)	\$ (223,300)	\$ (239,250)	\$ (245,600)	\$ (247,600)	\$ (256,220)				
Reserve Balance Prior to GASB 54 Requirement	\$ 3,172,628	\$ 4,072,231	\$ 5,340,496	\$ 5,302,887	\$ 5,748,812	\$ 5,959,402	\$ 6,945,017	\$ 7,276,317	\$ 8,106,958	\$ 8,473,106
Reserve Balance in Operating Months	13	15	19	16	18	18	20	21	20	19
50% Current Year Water Fund Expenditures (6 months)	\$ (1,397,368)	\$ (1,605,672)	\$ (1,656,470)	\$ (1,897,744)	\$ (1,949,722)	\$ (1,983,894)	\$ (2,081,761)	\$ (2,127,754)	\$ (2,416,524)	\$ (2,699,335)
Reserve Balance After GASB 54 Requirement	\$ 1,775,260	\$ 2,466,559	\$ 3,684,026	\$ 3,405,143	\$ 3,799,090	\$ 3,975,508	\$ 4,863,256	\$ 5,148,563	\$ 5,690,434	\$ 5,773,771
Reserve Balance in Operating Months	7	9	13	10	12	12	14	15	14	13
Restricted during Fiscal Year Audit:										
Capital Project Funding approved (3-2-17)/(51-1007-50/3105)					\$ 120,979	\$ 120,979	\$ 120,979	\$ 120,979	\$ 120,979	\$ -
Reserve Funding Bait Shop Water Line(51-1007-75/51-3106-75)								\$ 31,118		
Impact Fees (Lakeview Downs) (51-1001-75)/(51-3106-10)							\$ 27,500	\$ 33,000	\$ 11,000	\$ 11,000
Impact Fees (Capital Projects) (51-1001)/(51-3106-15)								\$ 352,448	\$ 447,709	\$ -
Debt Service (51-1007-40)/(51-1008)/(51-3106)	\$ 360,000	\$ 365,000	\$ 375,000	\$ 425,000	\$ 435,000	\$ 477,800	\$ 515,000	\$ 495,000	\$ 410,000	\$ 410,000
Impact Fee Study (51-1007-70/51-3106-70)									\$ 23,040	
Project Mgmt (51-1007-70)						\$ 69,945	\$ 17,486			
Bait Shop Waterline Restricted (51-1007-75/51-3106-75)									\$ 1,148,202	
Water Operations Restricted (51-1007-60/51-3106-60)									\$ 35,826	
Customer Deposits (51-1012)/(51-3106-20)							\$ 258,400	\$ 278,625	\$ 287,600	\$ 287,600
Reserve Restricted per Audit Report	\$ 360,000	\$ 365,000	\$ 375,000	\$ 425,000	\$ 555,979	\$ 668,724	\$ 939,365	\$ 1,311,170	\$ 2,484,356	\$ 708,600



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 07

Requester: City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Finance Director Liz Exum

Agenda Item Request

Consider capital project priorities and identify available funding.

Background Information

Staff has prepared a comprehensive spreadsheet identifying key projects and potential funding sources. The spreadsheet is organized into the following categories:

- Bridges
- Drainage
- Equipment/Vehicle
- Facility
- Parks
- Roadways
- Technology
- Water

Projects within each category have a staff priority ranking (High, Medium, Low). Other information includes the project's budget, costs, color coded funding information, project lead, and detailed notes. A resource summary with available funding sources is located at the end of the spreadsheet.

Coronavirus State and Local Fiscal Recovery Funds (SLFRF) - One of the resources identified in the spreadsheet is the \$2,125,874 of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan. The US Treasury issued the final rule which provided broader flexibility specifically pertaining to replacing lost public sector revenue. The final rule offers a standard allowance for revenue loss of up to \$10 million. The City of Lucas selected the revenue loss category as it allows for the most flexibility in funding projects related to the provision of government services with streamlined reporting requirements. The SLFRF funding must be encumbered by December 31, 2024, and must be expended by December 31, 2026.

West Lucas Road - In June 2019, the City of Lucas received an Engineer's Opinion of Construction Cost for the West Lucas Road reconstruction project from Birkhoff, Hendricks & Carter, LLP in the amount of \$12,550,000. In December 2020, the City of Lucas entered into an Interlocal Agreement with Collin County to obtain funding in the amount of \$8,365,180 from Collin County and the City of Lucas funding \$4,184,820.

In February 2021, the City entered into a professional services agreement with BCC Engineering, LLC for the following services:



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 07

Roadway, Drainage, Environmental, Signing/Marking, Survey, Subsurface Investigation, Utility Coordination, Geotech, Post-Design	\$1,383,490
Construction Inspection Services	\$143,590
Project Management Services	\$430,770
Total	\$1,957,850

Funding for this engineering consulting work was funded by Capital Improvements 21-8210-491-136 which had a balance of \$4,184,820. However, when BCC updated the cost estimate in April 2022, the total estimated project cost was \$13,906,701, a shortfall of \$1,356,701.

	BHC	BCC	Difference
Construction	10,503,000	10,932,851	(429,851)
Professional Services	852,470	1,383,490	(531,020)
Land Acquisition	826,000	826,000	0
Quality Control/Materials Testing	210,060	190,000	20,060
Construction Inspection	157,545	143,590	13,955
Project Management	0	430,770	(430,770)
TOTAL	12,550,000*	13,906,701	(1,356,701)

*actual total \$12,549,075 (rounded to \$12,550,000)

Due to the project challenges, staff is preparing an alternative concept exhibit for City Council to consider moving forward with the project. The concept exhibit will be provided at the City Council meeting on April 20, 2023. Staff estimates that the updated additional estimated project cost is \$6,394,247 for a total cost of \$20,300,948 and projected total shortfall of \$7,750,948.

Water Tower - In 2022, Birkhoff, Hendricks & Carter, LLP (BHC) completed the City's Water Distribution System Master Plan Hydraulic Model for analysis of the system's water demand, hydraulic model evaluation, immediate needs, and buildout recommendations. An additional elevated water tower was recommended in the study to help supply future water needs for the City. Staff anticipates the total cost to design and construct a new water tower to be approximately \$7,500,000. Funding sources identified for this project include the following:

- \$1,508,742 2019 Certificates of Obligation – Water Fund
- \$2,125,874 American Recovery Plan Act (ARPA) Funding
- \$1,116,461 Partial Funding set aside for Water Tower Project
- \$2,000,000 Funding built into the 11-17-22 Water Rate Study
- \$750,673 Unrestricted Water Fund Reserves
- \$7,500,000 Total Potential Funding Sources



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 07

Vehicles - Staff recommends one engine and three law enforcement vehicles to ensure these vehicles are ordered early due to supply chain issues. Siddon-Martins, the vendor who specializes in emergency vehicles, informed staff that a new engine is estimated to cost approximately \$1.4 million if ordered before November 1, 2023. The cost would increase to \$1.5 million if ordered after November 1. Currently, there is a law enforcement vehicle that is scheduled to be replaced in 2024. Staff has requested a truck for the law enforcement replacement vehicle from the Collin County Sheriff's Office (CCSO). Staff has also requested two law enforcement trucks for additional new deputies. CCSO indicated the estimated cost for a law enforcement truck is \$76,000 per vehicle.

Staff is seeking direction from the City Council on capital project priorities in preparation of the fiscal year 2023/24 budget and making necessary restrictions in preparation for the fiscal 2022/2023 audit.

Attachments/Supporting Documentation

1. Fiscal Year 2022/23 Capital Projects Spreadsheet

Budget/Financial Impact

Staff has provided a comprehensive overview of the budget and financial impact of the capital projects in the attachment.

Recommendations

NA

Motion

I make a motion to approve/deny the following capital projects:

- _____
- _____
- _____
- _____
- _____

Capital Projects Fiscal Year 2022/23

	Funded
	Funding Pending/Partial Funding
	Funding Priority/City Staff Recommendation

Category	Fund	Description	Department	Lead	Budget	Cost	Source	Priority	Notes
Bridge	G	Snider Bridge Design	PW/Engineering	Scott H	754,185	751,685	BCC	High	Snider Lane from Susan Circle to Shady Lane including Bridge over White Rock Creek
Bridge	G	Snider Bridge Construction	PW/Engineering	Scott H	4,972,000	0	BCC	High	Snider Lane from Susan Circle to Shady Lane including Bridge over White Rock Creek
Bridge	G	Stinson Bridge Design	PW/Engineering	Scott H	802,115	786,523	BCC	High	Stinson Road from Bristol Park to Bentwater Drive Including Bridge over Muddy Creek
Bridge	G	Stinson Bridge Construction	PW/Engineering	Scott H	3,665,900	0	BCC	Med	Stinson Road from Bristol Park to Bentwater Drive Including Bridge over Muddy Creek
Bridge	G	Winningkoff Bridge - Bridge & Roadway Repair	PW/Engineering	Scott H	400,000	0	BCC	Low	
Bridge	G	Winningkoff Bridge - Replace	PW/Engineering	Scott H	4,300,000	0	BCC	Low	
Drainage	G	Rimrock Detention Pond - Design	PW/Engineering	Scott H	23,280	23,220	BHC	High	Lemontree/Kingswood Drainage Improvements (Completed)
Drainage	G	Rimrock Detention Pond - Construction	PW/Engineering	Scott H	181,357	0	BHC	High	Funded by City Council 9/15/22 (Under Construction)
Drainage	G	Orchard South Culvert & Channel - Design	PW/Engineering	Scott H	32,450	30,924	BHC	High	Lemontree/Kingswood Drainage Improvements (Completed)
Drainage	G	Orchard South Culvert & Channel - Construction	PW/Engineering	Scott H	381,742	0	BHC	High	Funded by City Council 9/15/22 (Under Construction)
Drainage	G	Lynn Lane Culvert & Channel - Design	PW/Engineering	Scott H	52,290	0	BHC	Low	Lemontree/Kingswood Drainage Improvements
Drainage	G	Lynn Lane Culvert & Channel - Construction	PW/Engineering	Scott H	500,000	0	BHC	Low	Lemontree/Kingswood Drainage Improvements
Drainage	G	Lynn Lane Culvert & Channel - Maintenance	PW/Engineering	Scott H	34,185	34,185	Four Star	Med	Maintenance Completed
Drainage	G	Meadowbrook Neighborhood Drainage Study	PW/Engineering	Patrick	130,000	0	Estimate	Med	Cost estimated based on Lemontree/Kingwood Analysis
Drainage	G	Graham Lane Neighborhood Drainage Study	PW/Engineering	Patrick	130,000	0	Estimate	Med	Cost estimated based on Lemontree/Kingwood Analysis
Drainage	G	Fox Glen Neighborhood Drainage Study	PW/Engineering	Patrick	130,000	0	Estimate	Med	Cost estimated based on Lemontree/Kingwood Analysis
Drainage	G	Stinson Drainage (west side) Highland to Creek	PW/Engineering	Jeremy	246,740	0	Four Star	Low	To improve drainage similar to work done at Claremont Springs
Equip/Veh	G	Fire Engine	Fire-Rescue	Chief	1,400,000	0	Siddons-Martin	High	Replace Year 2029 - 2004 Spartan - 18 to 24 month delivery - includes equipment, radio, truck & cash discount (Budget cost is based on ordering before 11/1/23)
Equip/Veh	G	Ambulance	Fire-Rescue	Chief	490,000	0	Siddons-Martin	High	Replace Year 2025 - 2014 Ford F-550/Braum Box - 24 to 36 delivery (Ambulance funded on order)
Equip/Veh	G	Law Enforcement Vehicle F-150 Truck	Administration	Joni/Liz	76,000	0	Estimate	High	Replacement for Deputy Noel / Order Date October 2023 / Takes 12 months to receive and additional 2 weeks to upfit the vehicle
Equip/Veh	G	Law Enforcement Vehicle F-150 Truck	Administration	Joni/Liz	76,000	0	Estimate	High	Vehicle for new deputy position / Order Date October 2023
Equip/Veh	G	Law Enforcement Vehicle F-150 Truck	Administration	Joni/Liz	76,000	0	Estimate	High	Vehicle for new deputy position / Order Date October 2023
Equip/Veh	G/W	Backhoe	PW/Engineering	Jeremy	123,787	115,985	RDO Equipment Co	High	Completed
Equip/Veh	G/W	One Ton Truck with Utility Bed	PW/Engineering	Joe H	76,500	0	Internet	High	Truck will be ordered approximately June 2023
Equip/Veh	G/W	Three-Quarter Ton Pickup with Utility Bed	PW/Engineering	Joe H	38,500	38,500	Internet	High	Completed
Equip/Veh	W	Vactron	PW/Engineering	Jeremy	77,850	70,708	Charles Machine Works, Inc.	High	Completed
Facility	G	Community Center Rehab	Development Svcs	Joe H	12,000	16,745	Joe Hilbourn	Med	Completed pending concrete walkway to parking lot
Facility	G/W	City Hall Renovation	Development Svcs	Joe H	286,479	170,558	Craig Jones	High	Funded by City Council 5/5/22 - City Hall and Public Works Building Renovation Underway
Facility	G	Fire Station Concrete Drive/Parking	Public Works/Fire	Scott H	TBD	0	BCC	Low	
Parks	G	Community Park - Park Improvements	PW/Eng/DS/Admin	TBD	TBD	0		Low	Expand concrete walking trail
Parks	G	Various Parks - Park Improvements	PW/Eng/DS/Admin	TBD	30,000	17,215	Various	High	Irrigation/Light repairs/heater for restrooms at Community Park/mulch for playgrounds (Forest Creek/Community Park) / Funded FY 22/23 Budget (Completed)
Parks	G	Kenneth R. Lewis Park - Park Improvements	PW/Eng/DS/Admin	TBD	30,000	12,250	Steven W Smith	High	Repair Foundation Bathroom / Funded FY 22/23 Budget (Completed)
Parks	G	Kenneth R. Lewis Park - Park Improvements	PW/Eng/DS/Admin	TBD	TBD	0		Low	Field Enhancements (field renovation, dug outs, shade over bleachers, etc.)
Parks	G	Forest Creek Park - Park Improvements	PW/Eng/DS/Admin	Kent	300,000	0	Vendor	High	Grant Application Unfunded - Replace Playground Equipment
Parks	G	East Winningkoff Trail Loop	PW/Eng/DS/Admin	TBD	TBD	0		Med	Create trail from East Winningkoff Trailhead to Trinity Trail and northern trail loop per Trails Master Plan
Parks	G	Trail Network Improvement	PW/Eng/DS/Admin	Kent	300,000	0		Low	Grand Application Unfunded. Segment along Estates Parkway connecting Lovejoy High School
Roadways	G	West Lucas Road Reconstruction	PW/Engineering	Scott H	20,300,948	1,491,050	BCC (orig est \$12,550,000)	High	\$8,365,180 2018 Collin County Bonds \$4,184,820 City 2019 COs - Estimated shortfall of \$7,750,948
Roadways	G	Blondy Jhune Road	PW/Engineering	Scott H	595,863	0	Kimley-Horn	High	Development Agreement Hendericks - Funded - \$306,489 + Credit Impact Fees \$289,374
Roadways	G	Winningkoff Road (Neighborhood Collector)	PW/Engineering	Scott H	TBD	0		Med	Winningkoff Bridge to East Winningkoff Road
Roadways	G	Winningkoff Road (Neighborhood Collector)	PW/Engineering	Scott H	TBD	0		Med	Winningkoff Reverse Curve to East Lucas Road
Roadways	G	Snider Lane (Neighborhood Collector)	PW/Engineering	Scott H	TBD	0		High	Snider Lane (Winningkoff Road to East Lucas Road)
Technology	G/W	UPN Backup Internet & Fiber to Facilities	Adminstration	Kent	23,880	0	Baxter IT	Med	Phase 1 - City Hall and Fire Station
Technology	G/W	UPN Backup Internet & Fiber to Facilities	Adminstration	Kent	34,800	0	Baxter IT	Med	Phase 2 - McGarity Water Tower and North Pump Station
Technology	G/W	UPN Backup Internet & Fiber to Facilities	Adminstration	Kent	34,800	0	Baxter IT	Med	Phase 3 - Kenneth R Lewis Park and Community Park
Technology	G/W	Upgrade Facility Security System	Adminstration	Kent	24,050	0	Baxter IT	High	Partial Funding \$6,879 FY 22-23 Original Budget / \$17,171 Mid-Year Budget Request for enhanced security camera system at City Hall and Public Works
Water	W	Bait Shop Waterline Relocation Design	PW/Engineering	Scott H	89,875	86,910	Huitt Zollars	High	Design 97% Complete
Water	W	Bait Shop Waterline Relocation Construction	PW/Engineering	Scott H	\$ 1,302,750	11,400	Huitt Zollars	High	\$1,134,546 Funded by City Council 6/16/22 (Part of FY 21-22 Reallocation/\$168,204 Additional CC Funding 2/16/23 (Reserves) - Under Construction
Water	W	Water Tower	PW/Engineering	Scott H	7,500,000	0	BHC	High	Partial Funding \$1,114,711 earmarked (\$120,979 from Restricted Reserves, \$385,244 from Impact Fees and \$608,488 from 2017 COs)
Water	W	AMI	PW/Engineering	Jeremy	473,828	0	Core and Main	Med	Advancing Metering Infrastructure (AMI)
Water	W	Water Master Plan Study	PW/Engineering	Scott H	63,800	63,800	BHC	High	Completed
Water	W	Replacement of 8" Asbestos Water Line	PW/Engineering	Jeremy	TBD	0		Med	Estates Road

Capital Projects Fiscal Year 2022/23

Resources:

2019 COs - Water Fund	1,508,742
2019 COs - General Fund	1,943,242
American Recovery Plan Act	2,125,874
Excess General Fund Reserves (50% 5,119,935)	2,559,968
Excess Water Fund Reserves (50% of \$5,773,771)	<u>2,886,886</u>
	\$ 11,024,712

- Note 1: Hunt Property Sewer Project has \$263,051 remaining in escrow. City will still need to acquire pumps and test per agreement.
- Note 2: Street maintenance activity for FY 22/23 will be determined using NEXCO Smart Pavement Management System (SPM).
- Note 3: Need information regarding a plan for future city facilities (per City Council 5/5/22)
- Note 4: Cost Column reflect total costs paid as of 4/11/23



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 08

Requesters: City Councilmember Debbie Fisher

Agenda Item Request

Discuss the provision of Fire and Emergency Medical Services to mutual aid cities and Collin County via mutual aid agreements and provide guidance to the City Manager.

Background Information

At the April 6, 2023 Lucas City Council meeting, a presentation was provided regarding the fees assessed for emergency medical services. The City of Lucas policy for billing Lucas residents for emergency medical services is that the City accepts the payment of third-party insurance companies as payment in full.

A concern was raised regarding the Lucas ambulance being dispatched to a mutual aid city and a Lucas resident require emergency medical services by another provider, the Lucas resident may have a negative financial impact.

The city staff is in the process of verifying billing information with mutual aid providers and currently, other responding agencies to the City of Lucas will bill residents. For example, where we do not collect deductibles or copays from our residents, Fairview transport in our City would collect the copay or deductible. Preliminary conversations indicate this is not likely to change since Fairview still bills their residents. The staff is also in the process of verifying that this is currently the case for other jurisdictions. The Cities of Parker and Wylie use a third-party organization, Southwest Ambulance Coalition, who bills every response the same with regard to balance collection. The City of Princeton and unincorporated Collin County use a private company, AMR, who bills every response the same with regard to balance collection.

For patients covered by Medicare, there is more consistency in rates as the rates are “set” regardless of residency.

With the substantial development to the east of Lucas comes an ever-increasing concern with the number of times the City of Lucas ambulance is responding to calls for service outside of the city boundaries. For example, the data below demonstrates the calls for service to the Princeton/Branch area:

FY 22/23 Calls for Service to Princeton/Branch area:

EMS - 9

Grass fires - 5

Other fires - 6

Note: There were zero calls for service in Lucas when Lucas Fire-Rescue was responding to the above-reference calls.



City of Lucas

City Council Agenda Request

April 20, 2023

FY 21/22 Calls for Service to Princeton/Branch area:

EMS - 20

Grass fires - 6

Other fires -14

Note: There was one call for service where Fairview EMS responded to a Lucas motor vehicle collision on East Lucas Road and there was one call for service where Wylie EMS met the Lucas engine to respond to a Seis Logos medical call when Lucas Fire-Rescue was responding to the above-reference calls.

FY 20/21 Calls for Service to Princeton/Branch area:

EMS - 18

Grass fires - 4

Other fires -7

Note: There was one call for service where Wylie Engine came and assisted Lucas EMS on a medical alarm when Lucas Fire-Rescue was responding to the above-reference calls.

FY 19/20 Calls for Service to Princeton/Branch area:

EMS - 10

Grass fires - 7

Other fires - 6

Note: There were three calls for service where Wylie sent an engine for each call (all were alarm investigation, 2 were malfunctions) when Lucas Fire-Rescue was responding to the above-reference calls.

Attachments/Supporting Documentation

1. Mutual Aid Summary Report dated March 22, 2023
2. Interjurisdictional Mutual Aid Agreement executed by Collin County on August 13, 2008
3. Interlocal Agreement for Emergency Services executed by Collin County on June 4, 2015
4. Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on June 3, 2008 and the City of Parker on August 12, 2008
5. Agreement for Mutual Aid executed by the City of Wylie on March 8, 2015

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA

Mutual Aid Summary Report

AID GIVEN TO:	FY 19/20			FY 20/21			FY 21/22			FY 22/23		
	TOTAL	DISREGARDED	ACTUAL RESPONSES	TOTAL	DISREGARDED	ACTUAL RESPONSES	TOTAL	DISREGARDED	ACTUAL RESPONSES	TOTAL	DISREGARDED	ACTUAL RESPONSES
Fairview	59	30	29	63	39	24	73	34	39	32	20	12
Parker	6	0	6	32	12	20	24	10	14	11	2	9
Branch/Princeton	30	7	23	36	7	29	50	10	40	28	10	18
Wylie	43	16	27	50	23	27	74	43	31	27	14	13
Other	2	0	2	10	0	10	14	3	11	2	0	2
			87			110			135			54

*Disregarded columns refer to the number of times Lucas units were cancelled before arriving in respective city.

AID RECEIVED FROM:	FY 19/20			FY 20/21			FY 21/22			FY 22/23		
	TOTAL	DISREGARDED	ACTUAL RECEIVED	TOTAL	DISREGARDED	ACTUAL RECEIVED	TOTAL	DISREGARDED	ACTUAL RECEIVED	TOTAL	DISREGARDED	ACTUAL RECEIVED
Fairview	37	3	34	27	8	19	72	19	53	30	10	20
Parker	20	4	16	18	3	15	39	13	26	22	12	10
Branch/Princeton	3	0	3	5	1	4	3	0	3	0	0	0
Wylie	14	1	13	23	4	19	24	4	20	10	3	7
Other	6	0	6	14	2	12	5	2	3	6	2	4
			72			69			105			41

*Disregarded columns refer to the number of times mutual aid units were cancelled before arriving in Lucas.

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among Collin County, Texas ("County"); local government entities; and organized volunteer groups providing emergency response services located within or partially within the County (collectively, "the Parties").

RECITALS

The Parties recognize the vulnerability of the people and communities located within the County to damage, injury, and loss of life and property resulting from Emergencies, Disasters and/or Civil Emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural emergency or disaster incidents, all capable of causing severe danger to life and damage to property; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such Emergency, Disaster or Civil Emergency incidents; and

Texas Government Code Section 418.109.(d), Authority to Render Mutual Aid Assistance, states in part that "A local government entity or organized volunteer group may provide mutual aid assistance on request from another local government entity or organized volunteer group"; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies, Disasters and/or Civil Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791.027, Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002(b), Law Enforcement Assistance of the Law Enforcement Services Provided Through Cooperation of Municipalities, Counties and Certain Other Local Governments Chapter; Local Government Code Chapter 352.019, Cooperation With Other Fire Protection Agencies; Greater Dallas-Fort Worth Regional Law Enforcement Interlocal Assistance Agreement; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and personnel is available, and would help ensure that

Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

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

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.

2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:

A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.

B. **CIVIL EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

C. **DESIGNEE OF THE REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (DESIGNEE)** - Designee(s), as approved by the Emergency Management Director or the Authorized Official of a Local Governmental Entity or Organized Volunteer Group, include:

- Emergency Management Coordinator
- Fire Chief
- Chief of Police
- Incident Commander
- City Manager or Assistant City Manager
- Town Administrator
- Dispatcher or other member of the requesting organization on behalf of one of the above designees.

D. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

E. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

F. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

G. PARTY or PARTIES – means the local governmental entity(ies) or organized volunteer group(s) that are signatories to and have agreed to adopt this mutual agreement.

H. RESPONDING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (RESPONDING PARTY)– means a local governmental entity or organized volunteer group providing mutual aid assistance in response to a request under the agreement, i.e. furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

I. REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (REQUESTING PARTY) means a local governmental entity or organized volunteer group requesting mutual aid assistance under this agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

3. **PARTY'S EMERGENCY MANAGEMENT PLAN (EMP)**. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code or be a signatory to the Collin County Emergency Management Plan. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

At minimum, each Party must document either in their EMP or separately, if a signatory of the Collin County Emergency Management Plan, the following:

- Chain of Command
- Continuity of Operations Plan
- Response Capabilities and Plan
- Mutual Aid Request Procedures, and
- Recovery/Recall Process/Procedures

4. **EMERGENCY MANAGEMENT DIRECTOR**. The County Judge of the County and the Mayor of each participating municipality in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

5. **ACTIVATION OF AGREEMENT**. This Agreement may be activated by:

(a) The Emergency Management Director of the affected Party after signing:

(1) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code; or

(2) A finding of a state of Civil Emergency;

Or

(b) A determination by the Designee of the Party having jurisdiction that the incident, emergency, disaster or imminent threat of an emergency or disaster is such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is still active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Emergency Management Director or the Designee of the Requesting Party may request Mutual Aid assistance by:

(1) submitting a written Request for Assistance to an Responding Party;

or

(2) orally communicating a request for Mutual Aid assistance to a Responding Party following a mutually acceptable procedure.

Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Emergency Management Director of the Requesting Party or by the Designee of Requesting Party.

A. REQUESTS DIRECTLY TO RESPONDING PARTY: The Requesting Party may directly contact the Emergency Management Director of the Responding Party or the Designee of the Responding Party and provide the necessary information as prescribed in Section 6.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the incident, emergency, disaster, damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular kind and type of assistance needed;
- 3) The amount, kind and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Emergency Management Director of the Responding Party or the Designee of the Responding Party agrees to assess local resources to

determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE RESPONDING PARTY. An Emergency Management Director or the designee of the Responding Party who determines that the Responding Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS), or Multi-Agency Coordination System (MACS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

It shall be the responsibility of each Party to this agreement to achieve and maintain NIMS compliance and to operate according to the Incident Command System at all emergency incidents, joint training exercises and special events. All responding personnel must be qualified and certified to perform the tasks assigned during mutual aid operations as determined by the current NIMS compliance criteria.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide available Mutual Aid assistance under this Agreement in accordance with the North Central Texas Multi-Agency Coordination Centre (Regional Disaster Resource Coordination System) and the Texas Statewide Mutual Aid System. Additionally, each Party will develop a continuity of government plan or continuity of operations plan (COOP) which specifies those positions authorized to activate this Agreement.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of

the Responding Party from the time of their arrival at the designated location to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable. Upon arriving at the designated incident check-in location, Responding Parties shall ensure that interoperable communications is coordinated or facilitated by the Requesting Party. This includes confirmation of frequencies, talk group assignments and radio protocols to be used on the incident. Radio protocols and procedures shall be NIMS compliant.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration and special conditions of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the incident, and provide copies to each Responding Party. This may be a copy of the Incident Report completed by the Requesting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

7. COSTS. All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first eight (8) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. All Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

8. INSURANCE

A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own

actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

C. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

D. **OTHER COVERAGE:** The Responding Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

9. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Except as specifically stated in this agreement, each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

10. **EXPENDING FUNDS.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11. **TERM.** This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

12. **ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.

13. **RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. **OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Emergency, Disaster

and/or Civil Emergency situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement or contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to provide Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and so long as the requesting county or municipality agrees to reimbursement of the reasonable and documented costs of the Responding Party that provided Mutual Aid.

15. **INTERLOCAL COOPERATION ACT.** The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

16. **SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

17. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

18. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.

19. **AGREEMENT REVIEW.** The Collin County Fire Marshal shall cause a review of this agreement every five (5) years unless other circumstances warrant a more frequent review.

20. **TERMINATION.** Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

21. **THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

22. **NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official or authorized official of an organized volunteer organization, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

23. **WARRANTY.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

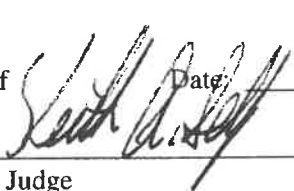
25. **HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

26. **SIGNATORIES.** The Collin County Fire Marshal's Office shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document and copies of signed documents from every other Party to this Agreement.

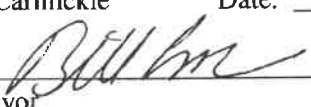
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EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Collin County, Texas:

NAME: Keith Self Date: 8/13/08
Signature: 
County Judge

Local Government Entity or Organized Volunteer Group:

City of Lucas
NAME: Bill Carmickle Date: July 3, 2008
Signature: 
Mayor

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STATE OF TEXAS
COUNTY OF COLLIN

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**INTERLOCAL AGREEMENT FOR
EMERGENCY SERVICES**

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

RECITALS

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

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

WHEREAS, the City and County have agreed to the boundaries of the Lucas Fire District which specifically excludes the Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point (the "Lucas Fire District") ; and

WHEREAS, the City currently provides firefighting, fire protection and ambulance service (collectively referred to as "Emergency Services") to the citizens of the City and has the capacity to service those areas that are located outside the corporate limits of the City but within the Lucas Fire District; and

WHEREAS, the City and County have previously entered into Interlocal Agreement for the purpose of providing both fire and emergency ambulance services to the areas within the Lucas Fire District; and

WHEREAS, it is in the best interest of the City and the County to enter into one Agreement for the purposes of the City providing both Emergency Fire and Ambulances Services to the areas within the Lucas Fire District; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to the County and its inhabitants to provide Emergency Services to the County and its inhabitants; and

WHEREAS, County desires to engage the City, and the City desires to be engaged by the County, to provide Emergency Services within the Lucas Fire District as set forth herein; and

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

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

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

Article I Services to be Performed

County agrees to engage the City to furnish Emergency Services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency calls within the unincorporated areas of the Lucas Fire District as shown on the map attached hereto as Exhibit "A" and incorporated herein.

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

Article II Effective Date, Term and Termination

2.1 The effective date of this Agreement shall be the ____ day of _____, 2015. ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

2.2 The term of this Agreement shall begin on the Effective Date and shall continue through September 30, 2016. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated by either Party as provided herein.

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

Article III Compensation

3.1 Firefighting and Fire Protection Services. County shall pay a yearly fee to the City according to the following formulas: (1) \$750,000 divided by the total number of persons living in the County's unincorporated areas, as assigned by Collin County, multiplied by the specific population of the unincorporated area of the Lucas Fire District as assigned by Collin County and defined herein; and (2) \$200,000 divided by the total square miles of County's unincorporated area multiplied by the total square miles of the unincorporated area of the Lucas Fire District.

County shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to City. The first payment to be paid within a reasonable time after County has approved said fees in County's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to City. In accordance with the Texas Local Government Code Chapter 352, such payment will be made from County's general fund.

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

3.2 Emergency Ambulance Services. The emergency ambulance services described in Article I shall be provided to the County at no charge.

Article IV Relationship of Parties

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

Article V Notice to Parties

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

If intended for City, to:

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

With a copy to:

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

If intended for County, to:

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

With copy:
Collin County Fire Marshall
4690 Community Ave, Suite 200
McKinney, Texas 75071

Article VI

Requirements for Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article VII Funding Sources and Nonappropriation

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

7.2 Notwithstanding Section 2.3, if sufficient funds are not appropriated by the County to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budget for this Agreement have been appropriated. In no event shall County be obligated to make any payments under this Agreement beyond the then current fiscal year of county for which funds have been appropriated to satisfy its payment obligations under this Agreement.

Article VIII Miscellaneous Provisions

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

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

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

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

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

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

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

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

EXECUTED on this 4 day of JUNE, 2015.



City of Lucas, Texas

By: [Signature]
Rebecca Mark, Mayor

Attest:

By: [Signature] City Secretary
Jennifer Faircloth, Administrative Assistant

Approved as to Form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney
(11-25-14/69289)

EXECUTED on this _____ day of _____, 2015.

Collin County

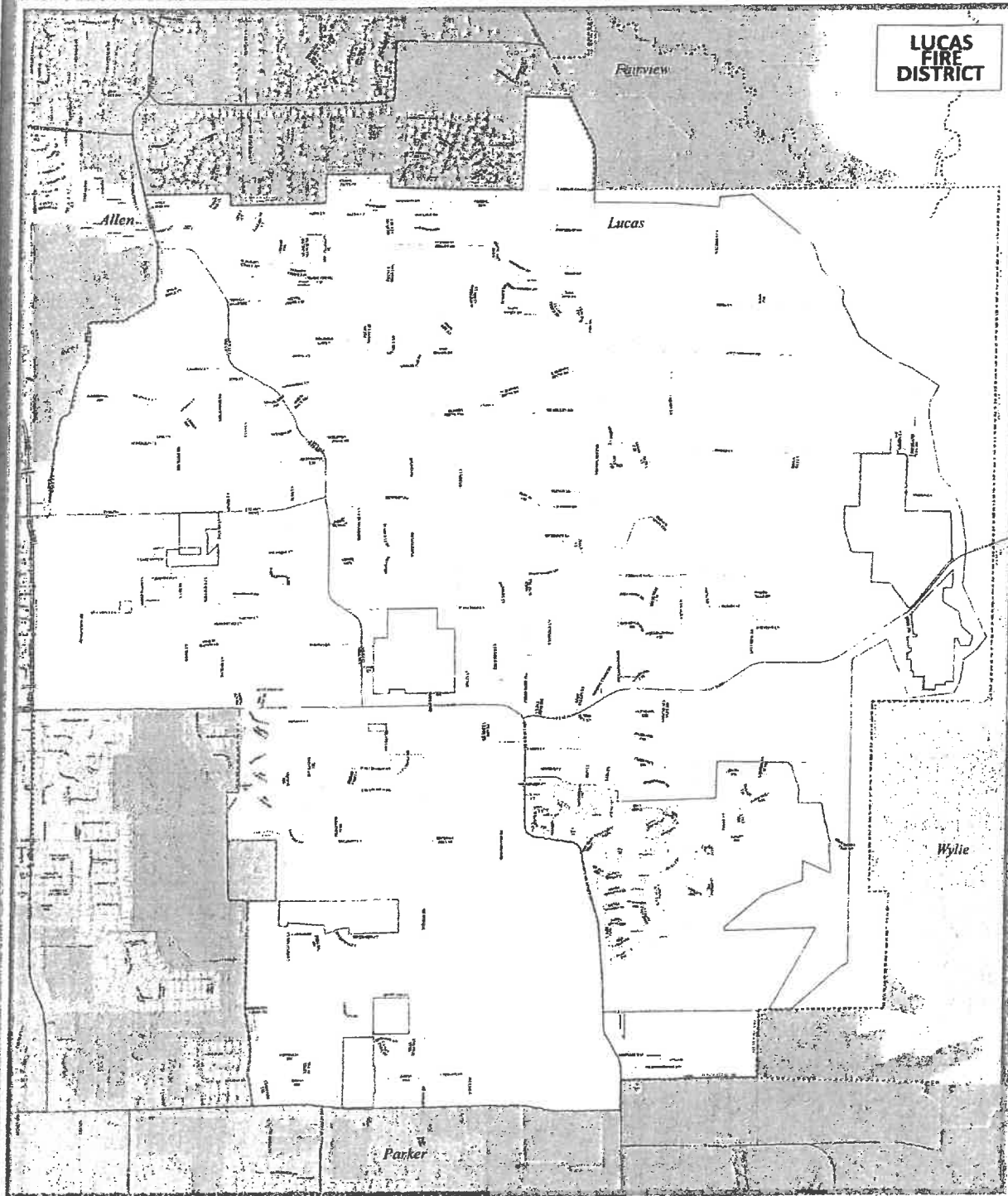
By: [Signature]
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Lucas Fire District

LUCAS FIRE DISTRICT

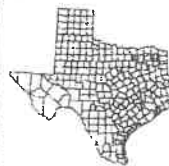


LEGEND

- LUCAS FIRE DISTRICT
- MUNICIPAL UTILITY DISTRICT
- AGREED ULTIMATE MUTUAL BOUNDARIES

Roads

- Paved
- Rock
- Dirt
- Urban
- Private



Source data supplied from Lucas County GIS database, aerial photography, 2007 digital data from county, and various local references.

This map is a graphic representation of Lucas County and should only be used for reference purposes. It is not to be used for legal or official purposes. It is not to be used for legal or official purposes.

December 11, 2014

STATE OF TEXAS §

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INTERLOCAL AUTOMATIC MUTUAL AID AGREEMENT

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Lucas, Texas ("Lucas"), the City of Parker, Texas ("Parker"), and the Town of Fairview ("Fairview"), (hereinafter collectively referred to as the "Participating Cities") acting by and through their duly authorized officers.

RECITALS:

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement which provides automatic mutual aid for the purpose of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions (collectively "Emergency Services"); and

WHEREAS, Chapters 791 and 418 of the Texas Government Code provide authorization for local governments to contract with one another to provide for mutual aid in the protection of life and property from fires and disasters; and

WHEREAS, the parties desire to secure the benefits of automatic mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement; and

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

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

**ARTICLE I
PURPOSE**

The purpose of this Agreement is for the Participating Cities to provide automatic mutual aid that will be simultaneously dispatched for the purposes of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions, as the need arises.

**ARTICLE II
TERM**

2.1 This Agreement shall be for a term of one (1) year beginning on the last day of execution hereof (the "Effective Date"). This Agreement shall automatically renew for successive periods of one

(1) year under the terms and conditions stated herein, unless superseded by another agreement, or terminated as provided herein.

2.2 A party may terminate its participation in this Agreement by providing sixty (60) days prior written notice to the other party. The written notice of intent to terminate shall be delivered to the Mayor and/or their designee by certified mail, return receipt requested or hand-delivery.

ARTICLE III AUTOMATIC MUTUAL AID

3.1 Services upon Request. Services under this agreement will be dispatched by a simultaneous tone to each party. Firefighting or rescue personnel and equipment based upon availability will be dispatched to any point within the territorial limits of the requesting party designated by the fire chief, or fire marshal, or their designee, or fire alarm operator/dispatcher of the requesting party. The responding party shall determine the advisability of sending equipment and personnel to the territorial limits of the requesting party and the judgment of the responding party shall be final in all respects.

3.2 Dispatch of Personnel and Equipment. The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The amount and type of equipment and number of personnel sent by the responding party, subject to the discretion authorized below, shall be established by written protocol and agreed to by each of the fire chiefs of the participating cities. The alarm operator/dispatcher for each party shall receive a copy of such written protocol as agreed to by the fire chiefs. Provided however, the amount and type of equipment and the number of personnel to be furnished, if any, shall be at the sole discretion of the responding party.
- b. The requesting party shall be responsible for any fees, charges and wages for any equipment of personnel requested by the requesting party that is in addition to the equipment and personnel initially provided by the responding party.
- c. All equipment used by the responding party in carrying out this Agreement will, during the time response services are being performed, shall be owned by such responding party; and all personnel acting pursuant to the Agreement will, during the time response services are required, be paid personnel of the responding party or a member of an organized volunteer fire department.
- d. At all times while equipment and personnel of the responding party are traveling to, from, or within the territorial limits of the requesting party including geographical response area of the requesting party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, by the responding party. Such equipment and personnel shall, be deemed to be engaged in the performance of a governmental function of responding party when acting pursuant to this Agreement.

- e. The responding party shall report to the fire scene officer or to the designated representative of the requesting party in charge of the requesting party's forces at the location to which the personnel and/or equipment are to be dispatched and assist in emergency services.
- f. The responding party shall be released by the requesting party when the services of the responding party are no longer required or when the responding party determines that further assistance should not be provided.

3.3 Salary and Benefits. The personnel who are ordered by the official designated by a responding party to perform duties outside the territorial limits of that party pursuant to this Agreement, are entitled to the same wage, salary, pension, and all other compensation and rights, if any, for the performance of such duties, including injury or death benefits, and workers' compensation benefits, as though the services had been rendered for and within the territorial limits of the party where such personnel are regularly employed. Further, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing, and expenses of travel, food and lodging shall be paid by the party in which the employee in question is regularly employed.

3.4 Liability. In the event that any person performing duties subject to this Agreement shall be cited as a defendant to any State or Federal civil lawsuit arising out of such person's official actions while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that such person would be entitled to receive and/or assert had such a civil action arisen out of an official act within the scope of such person's employment as an employee of the party where regularly employed. The benefits described herein shall be provided by the party where the person is regularly employed. However, in the situations where the requesting party may be liable, in whole or in part, for the payment of damages, then the requesting party may intervene in such cause of action to protect its interests.

3.5 In order to assist each other in the process of automatic or requested mutual aid response planning, each party shall inform the other party of mutual aid agreements which each party has instituted with other municipalities, entities, counties, or other State agencies.

3.6 This Agreement is made for each respective party's fire department and/or fire investigative units as an automatic mutual aid agreement to be construed in conformity with the Disaster Act of 1975, Texas Government Code, Chapter 418, as amended.

3.7 The parties agree that the other party may equip their respective fire departments with radio equipment and/or frequencies that enable communication between units and/or stations of the agencies of the parties involved, and that its installation whether base, mobile, or portable does not insure the continuance of permission to have that capability. Each party agrees that radio channels belonging to another party will be used only in mutual aid situations, and not for traffic for daily operations of their respective agencies. The provisions of this section 3.7 may be terminated by sixty (60) days prior written notice to the other party without affecting any other provision of this Agreement or termination of the Agreement as a whole.

**ARTICLE IV
MISCELLANEOUS**

4.1 Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without prior written unanimous consent of all parties hereto.

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

4.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be constructed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the parties.

4.5 Entire Amendment. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

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

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

4.8 Recitals. The recitals of this Agreement are incorporated herein.

4.9 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivered to the party at the address set forth below:

If intended for the Town Of Fairview:

Town Manager
Town of Fairview
500 S. State Hwy 5
Fairview, TX 75069

If intended for the City of Lucas:

Manager
City Administrator
City of Lucas
151 Country Club Road
Lucas, TX 75002

If intended for the City of Parker:

City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

EXECUTED this 3 day of June, 2008.

TOWN OF FAIRVIEW, TEXAS

By: *Chad LaClay*
Mayor

ATTEST:

By: *Michelle Louis Swain*
Town Secretary

EXECUTED this 4 day of September, 2008.

CITY OF LUCAS, TEXAS

By: *Bill Lee*
Mayor

ATTEST:

By: Kathy Wingo
City Secretary



EXECUTED this 12th day of August, 2008.
Res 2008-229



CITY OF PARKER, TEXAS

By: [Signature]
Mayor

ATTEST:

By: Carrie A. Smith
City Secretary

STATE OF TEXAS
COUNTY OF COLLIN

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AGREEMENT FOR MUTUAL AID

This Mutual Aid Agreement ("Agreement") is entered into by and between the City of Lucas, Texas ("Lucas") and the City of Wylie, Texas ("Wylie"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement so that the equipment, facilities and trained personnel of each Party's fire department are available to respond to Emergencies in the other Party's Jurisdiction as provided for in this Agreement on an as-requested basis; and

WHEREAS, the Parties recognize that Mutual Aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an Emergency; and

WHEREAS, the governing bodies of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be considered as "pre-planned" mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act");

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

Article I
Definitions

For purposes of this Agreement, the terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid, duly executed.

Designee shall mean the individual or individuals approved by the Fire Chief to act in his or her absence under this Agreement, including the following individuals: (i) Chief of Police; (ii) Incident Commander; (iii) City Manager or Assistant City Manager; or (iv) dispatcher or other member of the Requesting Party on behalf of one of the Designees.

Fire Chief shall mean the Fire Chief, or designee, of a Party.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the city limits and extraterritorial jurisdiction of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and has agreed to adopt this Agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on the date of adoption as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one (1) year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of either Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement on ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by the Fire Chief or designee of the Party having Jurisdiction after he or she determines that the Emergency is such that local capabilities are or are expected to be exceeded. The Parties' respective Fire and/or Emergency Medical

Service Units may be simultaneously dispatched for all types of Emergency calls that occur within either Parties' Jurisdiction.

4.2 The activation of this Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own Jurisdiction and are officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief or Designee of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the Responding Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless the request for Mutual Aid is directly related to the Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the Emergency. All requests for Mutual Aid must be transmitted by the Fire Chief or Designee of the Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid Emergency service functions that may be requested under this Agreement include fire and emergency medical services and any other services agreed on by the Parties in a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party for Mutual Aid under this Agreement, the Fire Chief or Designee of the Responding Party shall assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. The Responding Party shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated needs or events within its own Jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or on activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of Jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Subsection, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

5.10 Costs. All costs associated with the provision of Mutual Aid, including but not limited compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first twelve (12) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. Both Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself or its officers, employees or agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local

governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Civil Practice and Remedies Code.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

9.10 Entire Agreement. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 9.4.

EXECUTED this 18th day of February, 2015.

City of Lucas, Texas

By: Joni Clarke
Joni Clarke, City Manager

Approved as to Form:

By: Joseph Gorfida Jr.
Joseph Gorfida Jr., City Attorney

EXECUTED this 8th day of MARCH, 2015.

City of Wylie, Texas

By: Mindy Manson
Mindy Manson, City Manager

Approved as to Form:

By: Ryan D. Pittman
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys



City of Lucas

City Council Agenda Request

April 20, 2023

Item No. 09

Requesters: Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Debbie Fisher
Councilmember Tim Baney
Councilmember David Keer
Councilmember Tim Johnson
Councilmember Philip Lawrence
City Attorney Joe Gorfida
City Manager Joni Clarke

Agenda Item Request

Consider the 88th Legislative Session and discuss any proposed bill or significant resolution that may have an impact on the City of Lucas and provide guidance to the City Attorney and City Manager.

Background Information

The 88th Legislature's regular session runs from January 10 to May 29, 2023. The last day to file bills was March 10, 2023. The Texas Legislature has filed 6,296 House bills and 3,063 Senate bills.

Attachments/Supporting Documentation

1. TML Legislative Update Slideshow (April 13, 2023)

Budget/Financial Impact

NA

Recommendation

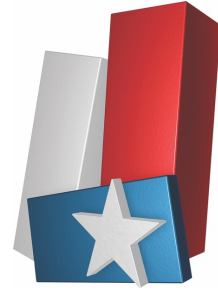
NA

Motion

NA

Welcome to the Legislative Webinar #3: Be Heard at the Capitol

The webinar will begin soon.



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1



2

Lt. Governor Patrick's Priorities

- **S.B. 3:** Increasing homestead exemption from \$40,000 to \$70,000 and tangible business property exemption.
- **S.B. 4:** Additional school property tax relief.
- **S.B. 5:** Increasing business personal property tax. Initially had \$76 million fiscal note to cities.
- **S.B. 22:** Rural law enforcement funding.
- **S.B. 28:** Addressing Texas' future water needs.
- **S.B. 29:** Banning local COVID-19 mandates.



3

Speaker Phelan's Priorities

- **H.B. 2** Property Tax Relief Act
- **H.B. 3** School safety
- **H.B. 4** Texas Data Privacy and Security Act
- **H.B. 5** Texas Jobs & Security Act
- **H.B. 6** Criminal penalties for certain controlled substances
- **H.B. 8** Community colleges funding model
- **H.B. 9** Texas Broadband Infrastructure Fund
- **H.B. 10** Texas Water Fund
- **H.B. 11** Teacher recruitment, preparation and retention
- **H.B. 12** Postpartum Medicaid coverage
- **H.B. 13** Active shooter preparedness and funding for school safety
- **H.B. 14** Plat and plan submission process
- **H.B. 15** Mental Health and Brain Research Institute of Texas
- **H.B. 16** Juvenile justice reform
- **H.B. 17** Official misconduct and removal of district and county attorneys
- **H.B. 18** Securing Children Online through Parental Empowerment Act
- **H.B. 19** Establishes the Business Court Judicial District
- **H.B. 100** School funding
- **H.B. 300** Sales tax exemption for essential baby items and feminine hygiene products
- **H.B. 400** Behavioral Health Innovation Grant Program for higher education
- **H.B. 600** Cost of living adjustments for retired Texas teachers
- **H.B. 900** Restricting Explicit & Adult Designated Educational Resources (READER) Act



4

Super Preemption

- **H.B. 2127** (Burrows) and **S.B. 814** (Creighton)
 - Preemption of city/county regulations in a field occupied by the following codes: Agriculture, Business and Commerce, Finance, Insurance, Labor, Natural Resources, Property, and Occupations, unless explicitly authorized. Committee Substitute for H.B. 2127 voted from House State Affairs Committee; S.B. 814 heard in Senate Business and Commerce.
- **S.B. 149** (Springer)
 - No city ordinances that regulate commercial activity. Heard in Senate Business and Commerce Committee.
- **H.B. 2266** (Leach)
 - State license holder can sue if city regulation would result in adverse economic impact. Voted from House Judiciary.
- **H.B. 2350** (Cody Harris)
 - No city occupational license if state issues an occupational license, with exceptions. Voted from House Licensing.



5

Targeted Preemption

- **S.B. 1017** (Birdwell) / **H.B. 2374** (Landgraf)
 - City can't regulate energy source or engine. S.B. 1017 passed Senate; H.B. 2374 reported from House State Affairs.
- **S.B. 130** (Campbell)
 - City can't regulate private wages or benefits. Passed Senate.
- **H.B. 92** (Landgraf).
 - Must allow for growing of fruits and vegetables, and up to six chickens and six rabbits; Reported from House Agriculture.
- **S.B. 784** (Birdwell) / **S.B. 1114** (Hancock) / **H.B. 2211** (Landgraf)
 - City can't regulate greenhouse gas emissions. S.B. 1114 passed Senate; S.B. 784 reported from Senate Natural Resources; H.B. 2211 voted from House Environmental Reg.
- **H.J.R. 9** (Landgraf) – Constitutional right to food, water, etc. giving rise to any use of residential land. Reported from House Agriculture.



6

Targeted Preemption

- **H.B. 1750** (Burns) / **H.J.R. 126** and **S.B. 1421** (Perry)
 - Both bills limit city regulation of agricultural operations within the city limits and ETJ. H.B. 1750 passed House; S.B. 1421 passed the Senate.
- **H.B. 2308** (Ashby)
 - Preemption of certain ordinances that regulate agricultural operations. Passed House.
- **H.B. 2239** (Troxclair)
 - City can't prohibit removal of ash juniper tree. Reported from House Land and Resource Management.
- **H.B. 2035** (Slawson) and **S.B. 986** (Creighton)
 - City can't adopt or enforce a regulation that restricts evictions. H.B. 2035 heard in House Business and Industry; S.B. 986 heard in Senate Business and Commerce.
- **H.B. 2367** (Lozano)
 - Preempts city regulation of "residential amenity rentals". Heard in House Land and Resource Management.
- **H.B. 1598** (Darby)
 - Limits city ability to regulate siting of municipal solid waste facilities. Voted from House Environmental Regulation.



7

Community Censorship

- **S.B. 175** (Middleton) / **H.B. 3538** (Troxclair)
 - Community censorship - City can't hire lobbyist or join organization that lobbies. S.B. 175 passed Senate with amendments.



8

Land Use

- **H.B. 369** (Campbell)
 - Automatic disannexation by December 2023 for any area not receiving full municipal services. Heard in Senate Local Government.
- **H.B. 3053** (Dean)
 - City must conduct a disannexation election in every area annexed between March 3, 2015 and December 1, 2017. Substitute voted from House Land and Resource Management.
- **H.B. 2561** (Tepper)
 - City must conduct a disannexation election in every area annexed between 2015 and 2019. Heard in House Land and Resource Management.
- **H.B. 1279** (Tepper)
 - Limits the extent of a city's ETJ. Heard in House Land and Resource Management.
- **H.B. 866** (Oliveron)/**S.B. 494** (Hughes)
 - As filed, city can't impose prerequisites or conditions to file a plan or plat. Substitute allows for administrative delegation of plat approval, removes plans from shot clock, and allows for third-party plat reviews under certain circumstances. H.B. 866 Approved by House; S.B. 494 heard in Senate Local Government.
- **H.B. 1526** (Cody Harris) and **S.B. 558** (Hughes)
 - Limits amount of parkland dedication fees and amount that can be dedicated (over 800,000 pop.). H.B. 1526 approved by the House; S.B. 558 voted from Senate Natural Resources.
- **H.B. 1922** (Dutton)
 - Building permit fees sunset every 10 years. Reported from House Land and Resource Management.



9

Land Use

- **H.B. 14** (Cody Harris)
 - Third-party review of plans, plats, and inspections 15 days after shot clock (Speaker priority). Approved by House.
- **H.B. 2970** (Guillen)
 - HUD-Code homes allowed in all residential zones subject to some criteria. Approved by House.
- **S.B. 2037** (Bettencourt)
 - No city subdivision regulations or minimum lot sizes/setbacks in ETJ. Heard in Senate Local Government.
- **S.B. 929** (Parker) / **H.B. 3490** (Rogers)
 - Payment for prohibiting non-conforming uses. Reported from Senate Local Government. S.B. 929 reported from Senate Local Government; H.B. 3490 voted from House Land and Resource Management.
- **H.B. 1707** (Klick)
 - Preempts city regulations over charter schools, must treat like a public school. Voted from House Land and Resource Management.
- **H.B. 1204** (Martinez) and **H.B. 4275** (Rogers)
 - Allows an ESD to prevent a city from becoming the sole provider of emergency services of an area that is voluntarily annexed by the city. H.B. 1204 heard in House Land and Resource Management. H.B. voted from House Land and Resource Management.



10

Land Use - Density Related Bills

- **H.B. 3921** (Goldman) / **S.B. 1787** (Bettencourt)
 - Cities in counties over 300,000 pop cannot require lot sizes larger than 1,400 square feet or 20' x 60', or fewer than 31.1 homes per acre, with specifics about setbacks. H.B. 3921 heard in House Land and Resource Management. S.B. 1787 heard in Senate Local Government.
- **H.B. 2789** (Holland) / **S.B. 1412** (Hughes)
 - Accessory Dwelling Units by right in single family zoning or un-zoned areas. H.B. 2789 heard in House Land and Resource; S.B. 1412 heard in Senate Local Government.



11

Property Tax

- **H.B. 2** (Meyer)
 - 5% appraisal cap all property. On House Calendar.
- **S.B. 5** (Parker)
 - Increases business personal property tax exemption. Passed Senate.
- **H.B. 159** (Landgraf)
 - Yearly tax rates must be published in a newspaper. Voted from House Ways and Means.
- **S.B. 1999** (Bettencourt)
 - Adjusts unused increment rate calculation by converting the rate to a dollar amount that carries forward. Heard in Senate Local Government.



12

Sales Tax

- **H.B. 300** (Howard)
 - Sales tax exemption for family care items – baby wipes, diapers, maternity clothing, feminine hygiene products, etc. Passed House. Large fiscal note (\$91 million state / \$17 million cities) but bipartisan momentum and Speaker priority bill.



13

City Finance and Debt

- **H.B. 1489** (Tepper)
 - Certificates of obligation can only be issued in a public emergency, in response to a court order, or to comply with state or federal regulation. Heard in House Pension/Investments.
- **H.B. 4082** (Goldman)
 - Confirms most typical uses of COs and anticipation notes, but prohibits use for stadiums, arenas, and civic centers. Heard in House Pensions.
- **H.B. 187** (Landgraf) and **S.B. 946** (Sparks)
 - All debt elections must be held in November. H.B. 187 heard in House Pensions/Investments; S.B. 946 reported from Senate State Affairs.
- **S.B. 767** (Parker)
 - Notice of new and increased fees in every city budget, as well as email notification system alerting residents of new and increased fees. On Senate Intent Calendar.
- **S.B. 1110** (Schwertner)
 - City can't transfer revenue from an electric utility to general fund if transfer would result in rate increase or financial deficit for utility. Heard in Senate Business and Commerce.
- **H.B. 3492** (Stucky)
 - City cannot impose fees related to engineering, construction, subdivisions if the fee is based on the cost of constructing or improving public infrastructure. Heard in House Land and Resource Management.



14

City Finance and Debt

- **S.B. 561** (Sparks)
 - Political subdivision may not issue debt for equipment/vehicles if expected useful life ends before debt matures. Heard in Senate Local Government.
- **S.B. 1810** (Sparks)
 - Limits anticipation notes in various ways, also extends CO blackout period after a bond election from three to five years. Heard in Senate Local Government.
- **S.B. 1814** (Bettencourt)
 - Limits a taxing unit's ability to retire debt earlier than required by bond covenants. Heard in Senate Local Government.
- **S.B. 2035** (Bettencourt)
 - Prevents issuance of an anticipation note or CO within five years of a failed bond election for same project. Heard in Senate Local Government.
- **S.B. 2371** (Campbell)
 - For any bond that increases taxes, require a statement on the proposition stating "THIS IS A TAX INCREASE."



15

Community and Economic Development

- **H.B. 1439** (Hernandez)
 - Repeals requirement that city offer to clean up graffiti free of charge before requiring property owner to remove. Heard in House County Affairs.
- **H.B. 1492** (Ordaz) and **S.B. 543** (Blanco)
 - Clarifies that city can transfer real property under a 380 agreement. H.B. 1492 heard in House Urban Affairs; S.B. 543 heard in Senate Natural Resources and Economic Development.
- **H.B. 5** (Hunter)
 - Replaces Chapter 313 with a new state law. Heard in House Ways and Means.
- **S.B. 1340** (Zaffirini)
 - 380 database expanded to include Chapter 312 property tax abatement agreements. Heard in Senate Natural Resources and Economic Development.
- **S.B. 1419** (Birdwell)
 - Ch. 380 grants can't come from property taxes plus more transparency. Heard in Senate Natural Resources and Economic Development.



16

Public Safety and Personnel

- **H.B. 471** (Patterson)
 - Paid sick leave for first responders up to a year, plus disease presumption expansion. Passed House.
- **H.B. 2925** (Martinez)
 - Automatic civil service in cities over 25,000 pop without an election. Heard in House County Affairs.
- **S.B. 224** (Alvarado)
 - Increases penalties for catalytic converter theft. Passed Senate.
- **H.B. 1819** (Cook)
 - Repeals city juvenile curfew ordinance authority. Voted from House Select on Youth Health.
- **H.B. 2455** (King)
 - Fire department must offer an annual occupational medical evaluation to each fire fighter employed by the fire department at no cost to the fire fighter. Voted from House Urban Affairs.



17

Utilities and Environment

- **S.B. 1238** (Nichols) and **H.B. 9** (Ashby)
 - Broadband development and funding. S.B. 1238 passed Senate; H.B. 9 voted from House State Affairs.
- **S.B. 1117** (Hancock)
 - Video services do not include streaming for franchise fee purposes. Voted from Senate Business and Commerce.
- **S.B. 1015** (King)
 - City can't participate in electric periodic rate adjustment. Passed Senate.



18

Other

- **S.B. 221** (Bettencourt)
 - SOS ballot language review for city propositions, private cause of action against city. Passed Senate.
- **H.B. 2806** (Canales)
 - Billboards entitled to relocate in certain areas if use discontinued due to highway widening or public improvement project. Voted from House Transportation.
- **H.B. 2224** (Hernandez)
 - City can lower a residential speed limit to 25 mph without a traffic study. Voted from House Transportation.
- **S.B. 829** (Kolkhorst)
 - Further limits city authority over cottage food operations. On Senate Intent Calendar.



19



Questions?

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