



**PUBLIC NOTICE**  
**City Council Meeting**  
**March 21, 2013, at 7:00 PM**  
**City Hall - 665 Country Club Road**

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Notice is hereby given that a meeting of the City Council of the City of Lucas will be held on Thursday, March 21, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

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## **Agenda**

### **Call to Order**

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

### **Citizens' Input**

At this time citizens who have pre-registered by filling out a "Request to Speak" sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

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- 1) Citizens' Input.

### **Community Interest**

- 2) Items of Community Interest.

### **Public Hearings**

The Public Hearing agenda is provided for the purpose of allowing citizens to ask specific questions regarding only the subject posted for the Public Hearing. Generally the Public Hearing is required by State Law and a record of those attending the Public Hearing is maintained as part of the official record of the proceedings.

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- 3) Public Hearing/Discuss and Consider the unilateral annexation of the property located in Collin County, Texas and further described as All that certain lot, tract or parcel of land, situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract No. 901 and being off the South end of a 60 acre tract conveyed by J.F. Ray and wife to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume

330, Page 423, Collin County Deed Records: Beginning at a stake in middle of dirt road, in the West line of said 60 acre tract, 22.695 chains South of the Northwest corner of said Turner Survey; Thence South 22.11 chains a stake in middle of road; Thence North 88°5' East 13.57 chains following established fence line to a stake at fence corner; Thence North 22.11 chains following established fence along the East edge of lane and with old fence and hedge row to a stake under fence; Thence South 88°5' West 13.57 chains to the place of beginning containing 30 acres of land. TRACT 2: All that lot, tract, or parcel of land, described as follows; Situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract Number 901, and being off the North end of a tract supposed to contain 60 acres of land that was conveyed by J.F. Ray et ux, to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County deed Records. Beginning at the Northwest corner of said 60 acres, which is the northwest corner of said L.P. Turner Survey; Thence South 22.695 chains to a stake in center of dirt road at the Northwest corner of 30 acres conveyed by Watson McCreary et ux, to J.S. Morrison; Thence North 88°5' East 13.57 chains with the north line of said 30 acres to a stake under fence; Thence North 0°8' East 22.5 chains following established old fence and hedge to a stake at fence corner; Thence West 13.62 chains to the place of beginning, containing 30.55 acres of land. **[Umphy, 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be on April 4, 2013] [Hilbourn]**

- 4) Public Hearing/Discuss and Consider the unilateral annexation of the property located in Collin County, Texas and further described as being a net 39.7775 acres of land out of the Martin Hearn Survey, Abstract No. 426, and being a remainder tract of 49.5 acres (first tract) conveyed by W.H. McGuire and wife to T.E. Hogge, by deed dated June 8, 1917, and recorded in Volume 211, Pages 5-6, Collin County Deed Records, and being the same property as deeded to Carol McCahill, Tom McCahill, Kenny Lewis, Lisa Griffin, Ben Griffin, Susan Gillis, and Bruce Gillis and recorded in Volume 4372, Page 1442 Of The Deed Records of Collin County, Texas (DRCCT), and a 7.12 acre tract out of the L.P. Turner Survey, Abstract No. 901 and the John Gray Survey, Abstract No. 349 (second tract) and being more particularly described as follows: The POINT OF BEGINNING is the northeast corner of said First Tract, being the northeast corner said Hearn Survey; THENCE South 0°15' West, with the east line of said First Tract, a distance of 224.77 feet to a point, being the northwest corner of said Second Tract; THENCE South 83°21'12" East, with the north line of said Second Tract, a distance of 312.06 feet to a point; THENCE South 35°00'12" East, with the east line of said Second Tract, a distance of 604.44 feet to a point; THENCE South 25°06'02" East, continue with said line, a distance of 105.4 feet to a point being the southeast corner of said Second Tract; THENCE North 89°41'12" West, a distance of 709.54 feet to a point on the east line of said First Tract and being the northwest corner of Kirkland Estates West, an addition to the City of Lucas as recorded in Volume 10, Page 52 DRCCT; THENCE South 01°13'31" West, with the east line of said First Tract, being a west line of Kirkland Estates West, a distance of 132.54 feet to a point being a southeast corner of the parcel herein described, and being an interior ell corner of said Kirkland Estates

West; THENCE South 88°45'00" West, with the south line of said First Tract, being the north line of Kirkland Estates West, a distance of 1337.50 feet to a point being the northwest corner of said Kirkland Estates West, and being on the east line of a 3.00 acre Save and Except tract out of said First Tract; THENCE North 02°18'13" West, a distance of 274.57 feet to the northeast corner of said 3.00 acre tract; THENCE South 82°01'00" West, a distance of 502.74 feet to a point being the northwest corner of said 3.00 acre tract, and being on the east line of a 10.7825 acre Save and Except tract out of said First Tract, and being near the center of Lewis Lane; THENCE North 07°11'35" West, with the east line of said 10.7825 acre tract and the centerline of Lewis Land, a distance of 650.14 feet to a point on the south line of a 2.60 acre Save and Except tract out of said First Tract; THENCE North 89°10'07" East, with the south line of said 2.6 acre tract, a distance of 1126.41 feet to a point; THENCE North 00°25'25" West, with the east line of said 2.6 acre tract, a distance of 100.00 feet to a point on the north line of said First Tract; THENCE North 89°59'32" East, with the north line of said First Tract, a distance of 542.79 feet to the POINT OF BEGINNING, and containing 39.7775 acres of land. **[Lewis, 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be on April 4, 2013] [Hilbourn]**

## Regular Agenda

- 5) Discuss and Consider supporting HB1619 relating to the powers and duties of Collin County Water Control and Improvement District No. 3 and authorize the Mayor to write a letter of support. **[Mark]**
- 6) Discuss and Consider an update given by Mark Sanderson of Collin County Sheriff's Office on the current law enforcement for the City of Lucas and future needs. **[Jenkins]**
- 7) Discuss and Consider the approval of a lease agreement between the City of Lucas and Family Promise of Collin County concerning 325 W. Lucas Road for a period of two (2) years beginning April 1, 2013. **[Jenkins]**
- 8) Discuss and Consider the approval of a Development Agreement between the City of Lucas and McCreary Donihoo Partners, LTD concerning annexation. **[Hilbourn]**
- 9) Discuss and Consider the approval of a Development Agreement between the City of Lucas and North Texas Equestrian Center, Inc. concerning annexation. **[Hilbourn]**
- 10) Discuss and Consider the approval of the minutes from the February 7, 2013, City Council Regular meeting. **[Wingo]**
- 11) Discuss and Consider the approval of **Resolution # R-2013-03-00396** of the City Council of the City of Lucas, Texas, canceling the May 11, 2013, General Election for City Officers and declaring each unopposed candidate elected to office; ordering the posting of this resolution at each polling place on election day; providing that this

resolution shall be cumulative of all resolutions; providing a repealing clause; providing a severability clause; and providing an effective date. **[Wingo]**

- 12) Discuss and Consider the approval of **Resolution # R-2013-03-00397** of the City Council of the City of Lucas, Texas, establishing guidelines for the preparation of the agenda for City Council meetings. **[Wingo]**

- 13) Adjournment.

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**As authorized by Section 551.071 (2) of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.**

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## Approval

Approved by: Mayor Rebecca Mark, March 15, 2013.

## Certification

*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, March 15, 2013, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC, City Secretary

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**This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email [secretary@lucastexas.us](mailto:secretary@lucastexas.us).**

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# LUCAS CITY COUNCIL

Meeting Date: March 21, 2013

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## AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

☐☐

Seat 1 CM Wayne Millsap

☐☐

Seat 2 CM Jim Olk

☐☐

Seat 3 CM Steve Duke

☐☐

Seat 4 CM Philip Lawrence

☐☐

Seat 5 CM Debbie Fisher

☐☐

Seat 6 MPT Kathleen Peele

☐☐

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

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## Informational Purposes

City Manager Jeff Jenkins

☐

City Secretary Kathy Wingo

☐

Public Works Director Stacy Caudell

☐

Finance Manager Liz Exum

☐

Fire Chief Jim Kitchens

☐

Development Services Director Joe Hilbourn

☐

City Attorney Joe Gorfida, Jr.

☐

Administrative Assistant Jennifer Faircloth

☐

**Memo from the City Manager regarding upcoming Council meeting March 21, 2013, at 7:00 p.m., in the City Hall Council Chambers.**

**Item #3 & #4**

The owners of these properties were offered development agreements, but have decided not to execute those agreements. Both parties were sent development agreements back in October and November with follow up letters sent in January 2013. By not executing an agreement, we need to move forward with annexing these properties.

**Item #5**

A request has been made of the City to send a letter of support for HB 1619, which would give road powers to Collin County WCID #3. The WCID can then build and maintain roadways within the Hanover development. This action would help the County, and would allow the district to assist with funding improvements along Parker Road. City of Wyle and St. Paul, Wylie ISD, and Collin County have sent in letters of support. Commissioner Williams and a representative from the Huffines Properties, new developer for Hanover, will be present at the meeting.

**Item #6**

Major Sanderson will give us an update on current law enforcement in Lucas and what his thoughts are going forward past October 2013.

**Item #7**

Family Promise, which leases the old public works building on 325 West Lucas Road, has requested to extend the term of their lease for two years starting April 1, 2013 - April 1, 2015. They are currently on a month to month lease.

They use the facility for a day center with operation of 7:30 a.m. - 5:30 p.m. The day center provides case management services, shower and laundry service for the day center clients and monthly board meetings. They pay a basic rent fee of \$10 a month, and the utilities for the site.

Family Promise has done an excellent job helping homeless families. The clients are provided training and support in order to help the families get back on their feet. The families stay at one of the thirteen churches, which provide them with meals and a place to sleep.

I would approve a new agreement with them.

**Item #8 & #9**

Both properties have now decided to do annexation agreements.

**Item #12**

Kathy, Joe Gorfida, Mayor Mark and I met about setting up guidelines for agenda preparation. The proposed resolution addresses areas not already controlled by the charter or other ordinances.



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☐ Yes ☒ No

### AGENDA SUBJECT:

Citizen's Input.

### RECOMMENDED ACTION:

### SUMMARY:

### MOTION:

No action necessary.

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ /  
City Manager: \_\_\_\_\_ /



## City of Lucas City Council Agenda Request

Council Meeting: March 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☐ Yes ☒ No

### AGENDA SUBJECT:

Items of Community Interest.

### RECOMMENDED ACTION:

### SUMMARY:

### MOTION:

No action necessary.

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director: /

City Manager: /



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of the property located in Collin County, Texas and further described as All that certain lot, tract or parcel of land, situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract No. 901 and being off the South end of a 60 acre tract conveyed by J.F. Ray and wife to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County Deed Records: Beginning at a stake in middle of dirt road, in the West line of said 60 acre tract, 22.695 chains South of the Northwest corner of said Turner Survey; Thence South 22.11 chains a stake in middle of road; Thence North 88°5' East 13.57 chains following established fence line to a stake at fence corner; Thence North 22.11 chains following established fence along the East edge of lane and with old fence and hedge row to a stake under fence; Thence South 88°5' West 13.57 chains to the place of beginning containing 30 acres of land. TRACT 2: All that lot, tract, or parcel of land, described as follows; Situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract Number 901, and being off the North end of a tract supposed to contain 60 acres of land that was conveyed by J.F. Ray et ux, to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County deed Records. Beginning at the Northwest corner of said 60 acres, which is the northwest corner of said L.P. Turner Survey; Thence South 22.695 chains to a stake in center of dirt road at the Northwest corner of 30 acres conveyed by Watson McCreary et ux, to J.S. Morrison; Thence North 88°5' East 13.57 chains with the north line of said 30 acres to a stake under fence; Thence North 0°8' East 22.5 chains following established old fence and hedge to a stake at fence corner; Thence West 13.62 chains to the place of beginning, containing 30.55 acres of land.

### RECOMMENDED ACTION:

**SUMMARY:**

See attached.

This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held at the City Council Regular Meeting on April 4, 2013.

**MOTION:**

1<sup>st</sup> Public Hearing only, no action at this time.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

**EXHIBIT "A"**  
**LUCAS/THE UMPHY CORPORATION**  
**LEGAL DESCRIPTION**

**TRACT 1:**

All that certain lot, tract or parcel of land, situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract No. 901 and being off the South end of a 60 acre tract conveyed by J.F. Ray and wife to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County Deed Records:

Beginning at a stake in middle of dirt road, in the West line of said 60 acre tract, 22.695 chains South of the Northwest corner of said Turner Survey;

Thence South 22.11 chains a stake in middle of road;

Thence North 88°5' East 13.57 chains following established fence line to a stake at fence corner;

Thence North 22.11 chains following established fence along the East edge of lane and with old fence and hedge row to a stake under fence;

Thence South 88°5' West 13.57 chains to the place of beginning containing 30 acres of land.

**TRACT 2:**

All that lot, tract, or parcel of land, described as follows;

Situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract Number 901, and being off the North end of a tract supposed to contain 60 acres of land that was conveyed by J.F. Ray et ux, to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County deed Records.

Beginning at the Northwest corner of said 60 acres, which is the northwest corner of said L.P. Turner Survey;

Thence South 22.695 chains to a stake in center of dirt road at the Northwest corner of 30 acres conveyed by Watson McCreary et ux, to J.S. Morrison;

Thence North 88°5' East 13.57 chains with the north line of said 30 acres to a stake under fence;

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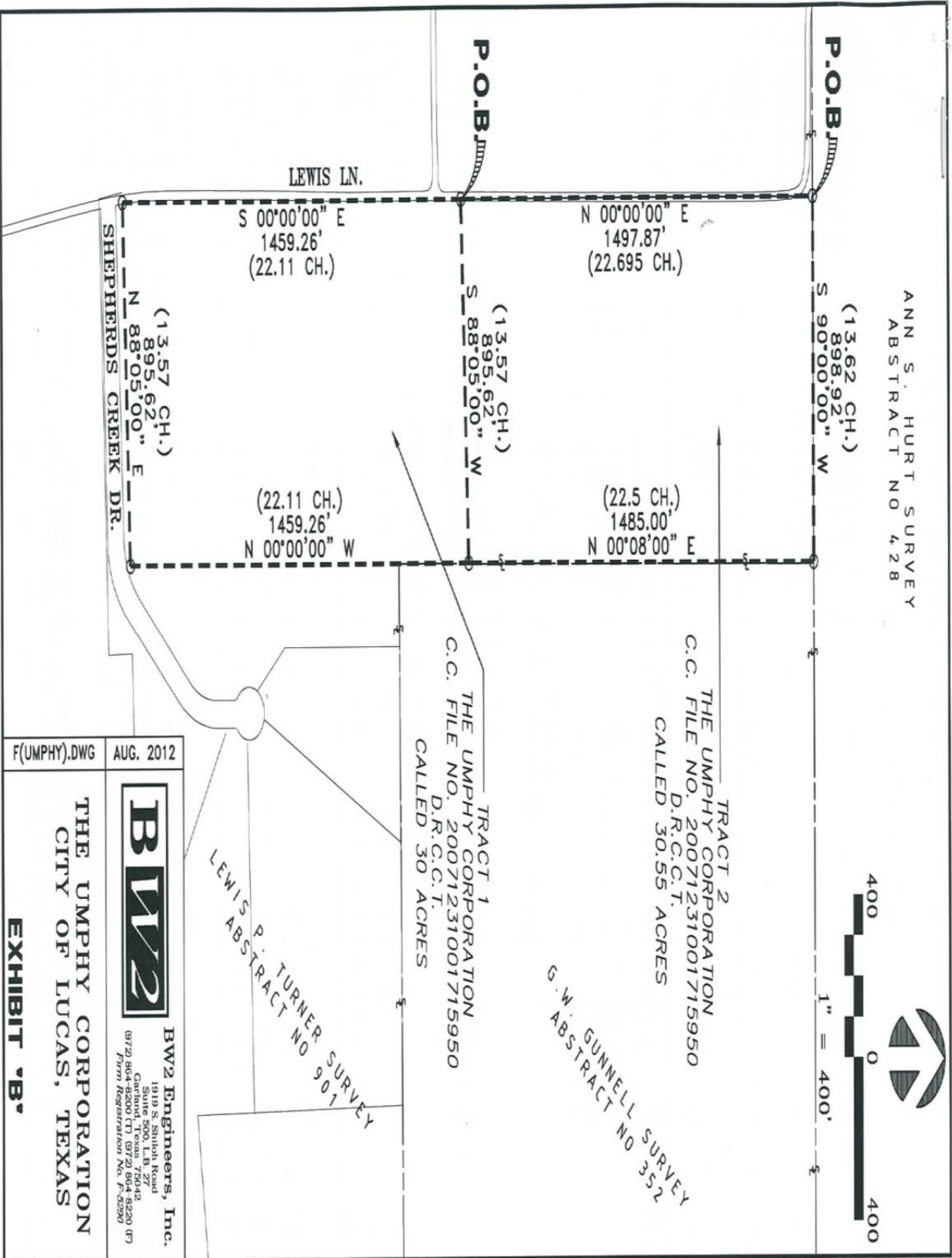
Thence West 13.62 chains to the place of beginning, containing 30.55 acres of land.

**NOTE:**

IT IS THE INTENT TO DESCRIBE FOR ANNEXATION PURPOSES THE PROPERTY CONVEYED IN THE INSTRUMENT OF RECORD SHOWN BELOW.

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

COPIED FROM COUNTY CLERKS FILE NO. 20071231001715950, DRCCT.





## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two (2) Public Hearings regarding the unilateral annexation of the property hereinafter described. The 1<sup>st</sup> Public Hearing will be begin at 7:00 PM on the March 21, 2013, and a 2<sup>nd</sup> Public Hearing will be held on April 4, 2013 at 7:00 PM. Both Public Hearings will be held at the City of Lucas located at Lucas City Hall, 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

All that certain lot, tract or parcel of land, situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract No. 901 and being off the South end of a 60 acre tract conveyed by J.F. Ray and wife to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County Deed Records:

Beginning at a stake in middle of dirt road, in the West line of said 60 acre tract, 22.695 chains South of the Northwest corner of said Turner Survey;

Thence South 22.11 chains a stake in middle of road;

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### **TRACT 2:**

All that lot, tract, or parcel of land, described as follows;

Situated in Collin County, Texas, a part of the L.P. Turner Survey, Abstract Number 901, and being off the North end of a tract supposed to contain 60 acres of land that was conveyed by J.F. Ray et ux, to Watson McCreary dated August 12<sup>th</sup>, 1941, and recorded in Volume 330, Page 423, Collin County deed Records.

Beginning at the Northwest corner of said 60 acres, which is the northwest corner of said L.P. Turner Survey;

Thence South 22.695 chains to a stake in center of dirt road at the Northwest corner of 30 acres conveyed by Watson McCreary et ux, to J.S. Morrison;

Thence North 88°5' East 13.57 chains with the north line of said 30 acres to a stake under fence;

Thence North 0°8' East 22.5 chains following established old fence and hedge to a stake at fence corner;

Thence West 13.62 chains to the place of beginning, containing 30.55 acres of land.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

*Kathy Wingo*, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of the property located in Collin County, Texas and further described as being a net 39.7775 acres of land out of the Martin Hearn Survey, Abstract No. 426, and being a remainder tract of 49.5 acres (first tract) conveyed by W.H. McGuire and wife to T.E. Hogge, by deed dated June 8, 1917, and recorded in Volume 211, Pages 5-6, Collin County Deed Records, and being the same property as deeded to Carol McCahill, Tom McCahill, Kenny Lewis, Lisa Griffin, Ben Griffin, Susan Gillis, and Bruce Gillis and recorded in Volume 4372, Page 1442 Of The Deed Records of Collin County, Texas (DRCCT), and a 7.12 acre tract out of the L.P. Turner Survey, Abstract No. 901 and the John Gray Survey, Abstract No. 349 (second tract) and being more particularly described as follows: The POINT OF BEGINNING is the northeast corner of said First Tract, being the northeast corner said Hearn Survey; THENCE South 0°15' West, with the east line of said First Tract, a distance of 224.77 feet to a point, being the northwest corner of said Second Tract; THENCE South 83°21'12" East, with the north line of said Second Tract, a distance of 312.06 feet to a point; THENCE South 35°00'12" East, with the east line of said Second Tract, a distance of 604.44 feet to a point; THENCE South 25°06'02" East, continue with said line, a distance of 105.4 feet to a point being the southeast corner of said Second Tract; THENCE North 89°41'12" West, a distance of 709.54 feet to a point on the east line of said First Tract and being the northwest corner of Kirkland Estates West, an addition to the City of Lucas as recorded in Volume 10, Page 52 DRCCT; THENCE South 01°13'31" West, with the east line of said First Tract, being a west line of Kirkland Estates West, a distance of 132.54 feet to a point being a southeast corner of the parcel herein described, and being an interior ell corner of said Kirkland Estates West;

THENCE South 88°45'00" West, with the south line of said First Tract, being the north line of Kirkland Estates West, a distance of 1337.50 feet to a point being the northwest corner of said Kirkland Estates West, and being on the east line of a 3.00 acre Save and Except tract out of said First Tract; THENCE North 02°18'13" West, a distance of 274.57 feet to the northeast corner of said 3.00 acre tract; THENCE South 82°01'00" West, a distance of 502.74 feet to a point being the northwest corner of said 3.00 acre tract, and being on the east line of a 10.7825 acre Save and Except tract out of said First Tract, and being near the center of Lewis Lane; THENCE North 07°11'35" West, with the east line of said 10.7825 acre tract and the centerline of Lewis Lane, a distance of 650.14 feet to a point on the south line of a 2.60 acre Save and Except tract out of said First Tract; THENCE North 89°10'07" East, with the south line of said 2.6 acre tract, a distance of 1126.41 feet to a point; THENCE North 00°25'25" West, with the east line of said 2.6 acre tract, a distance of 100.00 feet to a point on the north line of said First Tract; THENCE North 89°59'32" East, with the north line of said First Tract, a distance of 542.79 feet to the POINT OF BEGINNING, and containing 39.7775 acres of land.

**RECOMMENDED ACTION:**

**SUMMARY:**

See attached.

This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held at the City Council Regular Meeting on April 4, 2013.

**MOTION:**

1<sup>st</sup> Public Hearing only, no action at this time.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

**EXHIBIT "A"**  
**LUCAS/ LISA & BEN GRIFFIN, KENNY LEWIS, CAROL AND TOM McCAHILL**  
**AND SUSAN & BRUCE GILLIS**  
**LEGAL DESCRIPTION**

FIRST TRACT:

BEING A NET 39.7775 ACRES OF LAND OUT OF THE MARTIN HEARN SURVEY, ABSTRACT NO. 426, AND BEING A REMAINDER TRACT OF 49.5 ACRES (FIRST TRACT) CONVEYED BY W.H. McGUIRE AND WIFE TO T.E. HOGGE, BY DEED DATED JUNE 8, 1917, AND RECORDED IN VOLUME 211, PAGES 5-6, COLLIN COUNTY DEED RECORDS, AND BEING THE SAME PROPERTY AS DEEDED TO CAROL McCAHILL, TOM McCAHILL, KENNY LEWIS, LISA GRIFFIN, BEN GRIFFIN, SUSAN GILLIS, AND BRUCE GILLIS AND RECORDED IN VOLUME 4372, PAGE 1442 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AND A 7.12 ACRE TRACT OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE JOHN GRAY SURVEY, ABSTRACT NO. 349 (SECOND TRACT) AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is the northeast corner of said First Tract, being the northeast corner said Hearn Survey ;

THENCE South 0°15' West, with the east line of said First Tract, a distance of 224.77 feet to a point, being the northwest corner of said Second Tract;

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THENCE South 82°01'00" West, a distance of 502.74 feet to a point being the northwest corner of said 3.00 acre tract, and being on the east line of a 10.7825 acre Save and Except tract out of said First Tract, and being near the center of Lewis Lane;

THENCE North 07°11'35" West, with the east line of said 10.7825 acre tract and the centerline of Lewis Land, a distance of 650.14 feet to a point on the south line of a 2.60 acre Save and Except tract out of said First Tract;

THENCE North 89°10'07" East, with the south line of said 2.6 acre tract, a distance of 1126.41 feet to a point;

THENCE North 00°25'25" West, with the east line of said 2.6 acre tract, a distance of 100.00 feet to a point on the north line of said First Tract;

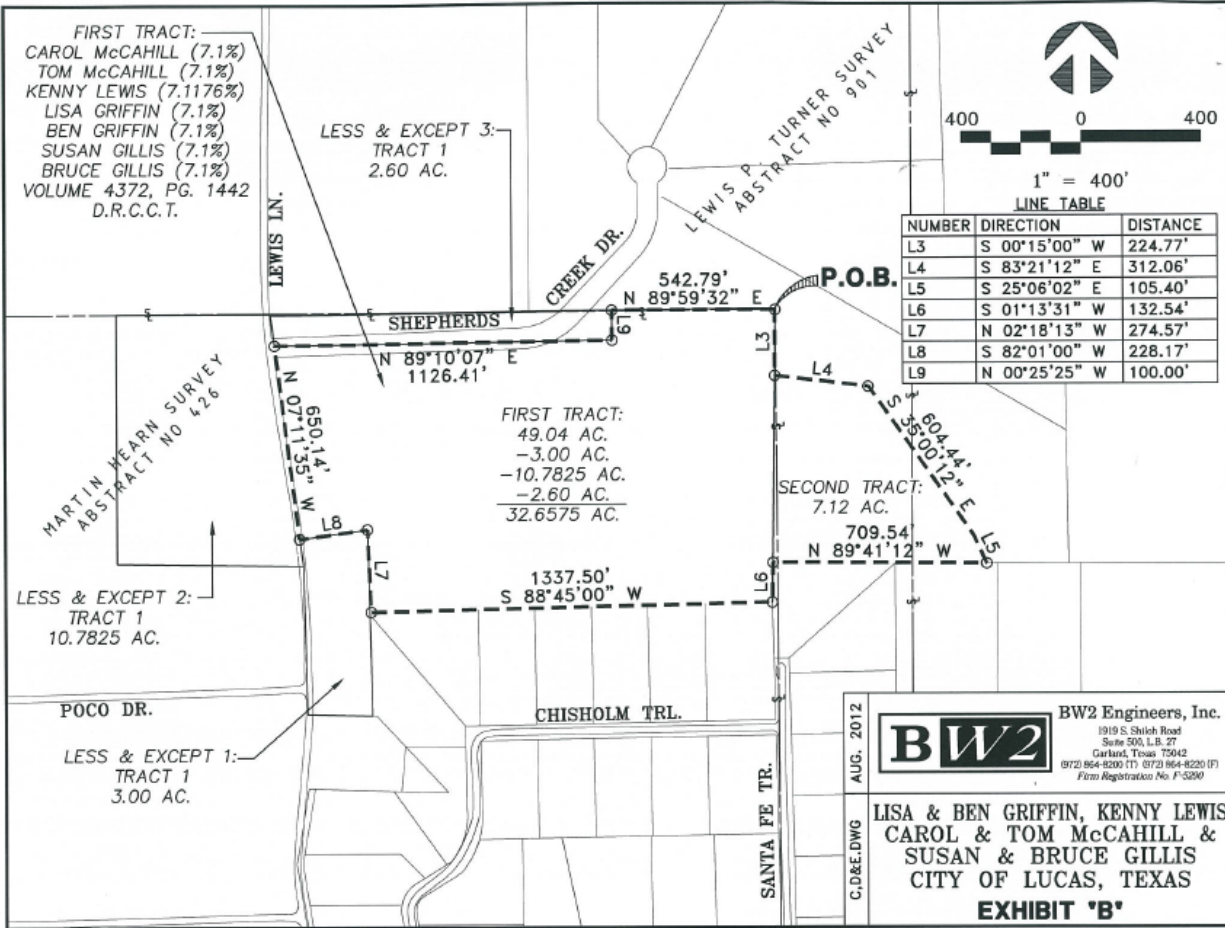
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**NOTE:**

IT IS THE INTENT TO DESCRIBE FOR ANNEXATION PURPOSES THE PROPERTY CONVEYED IN THE INSTRUMENT OF RECORD SHOWN BELOW.

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

COPIED FROM VOLUME 5024, PAGE 1136, DRCCT.





## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two (2) Public Hearings regarding the unilateral annexation of the property hereinafter described. The 1<sup>st</sup> Public Hearing will be begin at 7:00 PM on the March 21, 2013, and a 2<sup>nd</sup> Public Hearing will be held on April 4, 2013 at 7:00 PM. Both Public Hearings will be held at the City of Lucas located at Lucas City Hall, 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

BEING A NET 39.7775 ACRES OF LAND OUT OF THE MARTIN HEARN SURVEY, ABSTRACT NO. 426, AND BEING A REMAINDER TRACT OF 49.5 ACRES (FIRST TRACT) CONVEYED BY W.H. McGUIRE AND WIFE TO T.E. HOGGE, BY DEED DATED JUNE 8, 1917, AND RECORDED IN VOLUME 211, PAGES 5-6, COLLIN COUNTY DEED RECORDS, AND BEING THE SAME PROPERTY AS DEEDED TO CAROL McCAHILL, TOM McCAHILL, KENNY LEWIS, LISA GRIFFIN, BEN GRIFFIN, SUSAN GILLIS, AND BRUCE GILLIS AND RECORDED IN VOLUME 4372, PAGE 1442 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AND A 7.12 ACRE TRACT OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE JOHN GRAY SURVEY, ABSTRACT NO. 349 (SECOND TRACT) AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is the northeast corner of said First Tract, being the northeast corner said Hearn Survey ;

THENCE South 0°15' West, with the east line of said First Tract, a distance of 224.77 feet to a point, being the northwest corner of said Second Tract;

THENCE South 83°21'12" East, with the north line of said Second Tract, a distance of 312.06 feet to a point;

THENCE South 35°00'12" East, with the east line of said Second Tract, a distance of 604.44 feet to a point;

THENCE South 25°06'02" East, continue with said line, a distance of 105.4 feet to a point being the southeast corner of said Second Tract;

THENCE North 89°41'12" West, a distance of 709.54 feet to a point on the east line of said First Tract and being the northwest corner of Kirkland Estates West, an addition to the City of Lucas as recorded in Volume 10, Page 52 DRCCT;

THENCE South 01°13'31" West, with the east line of said First Tract, being a west line of Kirkland Estates West, a distance of 132.54 feet to a point being a southeast corner of the parcel herein described, and being an interior ell corner of said Kirkland Estates West;

THENCE South 88°45'00" West, with the south line of said First Tract, being the north line of Kirkland Estates West, a distance of 1337.50 feet to a point being the northwest corner of said Kirkland Estates West, and being on the east line of a 3.00 acre Save and Except tract out of said First Tract

THENCE North 02°18'13" West, a distance of 274.57 feet to the northeast corner of said 3.00 acre tract;

THENCE South 82°01'00" West, a distance of 502.74 feet to a point being the northwest corner of said 3.00 acre tract, and being on the east line of a 10.7825 acre Save and Except tract out of said First Tract, and being near the center of Lewis Lane;

THENCE North 07°11'35" West, with the east line of said 10.7825 acre tract and the centerline of Lewis Land, a distance of 650.14 feet to a point on the south line of a 2.60 acre Save and Except tract out of said First Tract;

THENCE North 89°10'07" East, with the south line of said 2.6 acre tract, a distance of 1126.41 feet to a point;

THENCE North 00°25'25" West, with the east line of said 2.6 acre tract, a distance of 100.00 feet to a point on the north line of said First Tract;

THENCE North 89°59'32" East, with the north line of said First Tract, a distance of 542.79 feet to the POINT OF BEGINNING, and containing 39.7775 acres of land;

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [kwingo@lucastexas.us](mailto:kwingo@lucastexas.us), or Fax 972-727-0091 and they will be presented at the Hearing.

*Kathy Wingo*, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Rebecca Mark

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider supporting HB1619 relating to the powers and duties of Collin County Water Control and Improvement District No. 3 and authorize the Mayor to write a letter of support.

### RECOMMENDED ACTION:

### SUMMARY:

See attached.

### MOTION:

I make a Motion to....

APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: /

City Manager: /

A BILL TO BE ENTITLED

AN ACT

relating to the powers and duties of the Collin County Water Control and Improvement District No. 3; providing authority to impose a tax and issue bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle I, Title 6, Special District Local Laws Code, is amended by adding Chapter 9043 to read as follows:

CHAPTER 9043. COLLIN COUNTY WATER CONTROL AND IMPROVEMENT

DISTRICT NO. 3

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 9043.001. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "District" means the Collin County Water Control and Improvement District No. 3.

Sec. 9043.002. NATURE AND PURPOSES OF DISTRICT. (a) The district is a water control and improvement district created under Section 59, Article XVI, Texas Constitution.

(b) The district is created to accomplish the purposes of:

(1) a water control and improvement district as provided by general law and Section 59, Article XVI, Texas Constitution; and

(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

SUBCHAPTER B. POWERS AND DUTIES

Sec. 9043.051. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. 9043.052. WATER CONTROL AND IMPROVEMENT DISTRICT POWERS AND DUTIES. The district has the powers and duties provided by the general law of this state, including Chapters 49 and 51, Water Code, applicable to water control and improvement districts created under Section 59, Article XVI, Texas Constitution.

Sec. 9043.053. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 9043.054. ROAD STANDARDS AND REQUIREMENTS. (a) A road project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

#### SUBCHAPTER C. BONDS AND OTHER OBLIGATIONS

Sec. 9043.101. AUTHORITY TO ISSUE BONDS AND OTHER OBLIGATIONS FOR ROAD PROJECTS. (a) The district may issue bonds or other obligations payable wholly or partly from ad valorem taxes, revenue, contract payments, grants, or other district money, or any combination of those sources, to pay for a road project authorized by Section 9043.053.

(b) The district may not issue bonds payable from ad valorem

taxes to finance a road project unless the issuance is approved by a vote of a two-thirds majority of the district voters voting at an election held for that purpose.

(c) At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of real property in the district.

Sec. 9043.102. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the board shall provide for the annual imposition of a continuing direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding.

SECTION 2. The Collin County Water Control and Improvement District No. 3 retains all the rights, powers, privileges, authority, duties, and functions that it had before the effective date of this Act.

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect

to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.



**COLLIN  
COUNTY**

Commissioners Court  
Jack Hatchell Administrative Building  
2300 Bloomdale  
Suite 4192  
McKinney, Tx 75071

---

February 28, 2013

The Honorable Ken Paxton  
Attn: Randy Samuelson  
P.O. Box 12068  
Capitol Station  
Austin, Texas 78711-2068

RE: Collin County Water Control and Improvement District No. 3

Dear Senator Paxton,

This letter is to express my full support of road powers for Collin County Water Control and Improvement District No. 3. This is an existing special district that will benefit from the addition of road powers. Road powers will allow the district to construct and maintain a quality road system throughout the development. It also means that the County will not be responsible for maintaining those roads in the future.

I appreciate your consideration of this matter.

Sincerely,

Cheryl D. Williams  
Commissioner Pct. 2



**COLLIN  
COUNTY**

Commissioners Court  
Jack Hatchell Administrative Building  
2300 Bloomdale  
Suite 4192  
McKinney, Tx 75071

---

February 28, 2013

The Honorable Jodie Laubenberg  
Attn: Christopher Covo  
P.O. Box 2910  
Austin, Texas 78768

RE: Collin County Water Control and Improvement District No. 3

Dear Representative Laubenberg,

This letter is to express my full support of road powers for Collin County Water Control and Improvement District No. 3. This is an existing special district that will benefit from the addition of road powers. Road powers will allow the district to construct and maintain a quality road system throughout the development. It also means that the County will not be responsible for maintaining those roads in the future.

I appreciate your consideration of this matter.

Sincerely,

Cheryl D. Williams  
Commissioner Pct. 2



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☐ Yes ☒ No

### AGENDA SUBJECT:

Discuss and Consider an update given by Mark Sanderson of Collin County Sheriff's Office on the current law enforcement for the City of Lucas and future needs.

### RECOMMENDED ACTION:

### SUMMARY:

### MOTION:

I make a Motion to....

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

**STATE OF TEXAS**  
COUNTY OF COLLIN

**INTERLOCAL COOPERATION AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2006 (the "Effective Date"), and will continue for a period of one (1) year from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be renewed by the City annually as long as written notice of such renewal is received by the County no less than (60) days prior to the expiration of the Initial Term.

2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15<sup>th</sup> day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and upkeep of which will be the sole responsibility of the County.

2.6 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.7 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly

sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 For the Term, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2006. The sum specified in Exhibit "B" shall be negotiated prior to the renewal and mutually agreed upon by both parties.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2006, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Administrator of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the

purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle will be stored when not in use as contemplated by this Agreement or the vehicle shall be stored at the Sheriff's Office when not in use.

#### 4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 In the event this Agreement is terminated by either party for any reason, whether during the Initial Term or the Renewal Period, County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated during the Initial Term, the Patrol Vehicles and all related equipment shall be returned immediately to County. Further, in the event this Agreement is terminated during the Renewal Period, at County's sole and exclusive option, the Patrol Vehicle and all related equipment purchased by County for use pursuant to the terms of this Agreement may be given to the City for liquidation and sale or shall be sold by County and proceeds of such sale shall be refunded to City.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will be the right to make a proportionate reduction in the fee owed to County under this

Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7.        LIABILITY.        This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:

City Administrator  
City of Lucas  
151 Country Club Road  
Lucas, Texas 75002

If to Collin County:

Collin County Sheriff's Office  
4300 Community Blvd.  
McKinney, Texas 75071

With copy to:  
Collin County Purchasing Agent  
200 South McDonald, Ste. 230  
McKinney, Texas 75069

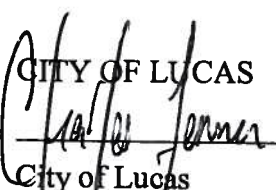
AGREED TO:

COLLIN COUNTY

 10-12-06

Judge Ron Harris  
Date  
210 S. McDonald  
McKinney, TX 75069

CITY OF LUCAS

 9-19-06

City of Lucas  
Date  
151 Country Club Road  
Lucas, TX 75002

EXHIBIT "A"  
TO INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES

This Exhibit "A" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated October 10, 2006 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Hours of Service. Pursuant to the Agreement, County will provide law enforcement service to City during the following dates and times:

Tuesdays through Saturdays                      3:00 p.m. to 11:00 p.m.

2. Vacation, Compensation, Personal and Sick Time. The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3. Overtime. In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

**EXHIBIT "B"**  
**TO INTERLOCAL COOPERATION AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated October 10, 2006 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Renewal for the one year period, beginning October 1, 2006, shall be at the total cost of \$75,000.00.

THE STATE OF TEXAS

COUNTY OF COLLIN

AGREEMENTS  
INTERLOCAL LAW ENFORCEMENT  
SERVICES AGREEMENT  
CITY OF LUCAS  
SHERIFF

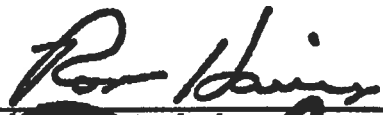
On October 10, 2006, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:


Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell


County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4


During such session the court considered approval of Interlocal Law Enforcement Services Agreement.


Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Law Enforcement Services Agreement with the City of Lucas. Same is hereby approved as per the attached documentation.

  
\_\_\_\_\_  
Ron Harris, County Judge

  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

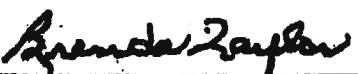
  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3

  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4



ATTEST:

  
\_\_\_\_\_  
Brenda Taylor, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S

COLLIN COUNTY  
PURCHASING DEPARTMENT

CONTRACT AMENDMENT NO: ONE (1)

RECEIVED  
CITY OF LUCAS

SEP 28 2007

CONTRACT: Interlocal Cooperation Agreement For Law  
Enforcement Services - City of Lucas

EFFECTIVE DATE: 10-01-07

CONTRACT NO. 2006-948-10-10

AMFNDMENT ISSUED TO:

City Administrator  
City of Lucas  
151 Country Club Road  
Lucas, Texas 75002

AWARDED BY: Original Court Order No. 2006-948-10-10  
AMENDMENT #1, COURT ORDER NO. 2007-837-09-25

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:

RECEIVED  
PURCHASING AGENT  
07 SEP 12 AM 10:58

Amend Section 1 Term to read as follows:

Extension of Agreement for a one (1) year period beginning October 1, 2007, and continuing in full force and effect up to and including September 30, 2008.

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

ACCEPTED BY:  
City of Lucas  
151 Country Club Road  
Lucas, Texas 75002

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

Franklin Ybarbo

Purchasing Agent

DATE:

MAIL SIGNED CONTRACT AMENDMENT TO:

Purchasing Agent, 200 S. McDonald, Suite 230, McKinney, Texas 75069

9/26/07

COLLIN COUNTY  
PURCHASING DEPARTMENT

CONTRACT AMENDMENT NO. TWO (2)

CONTRACT: Interlocal Cooperation Agreement For Law  
Enforcement Services – City of Lucas

EFFECTIVE DATE: 10/01/08

CONTRACT NO. 2006-948-10-10

AMENDMENT ISSUED TO:

City Administrator  
City of Lucas  
151 Country Club Road  
Lucas, Texas 75002

AWARDED BY: Original Court Order No. 2006-948-10-10

AMENDMENT #1, COURT ORDER NO. 2007-837-09-25

AMENDMENT #2, COURT ORDER NO. 2008-693-09-09

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT:

Amend Section 2 Term to read as follows:

2.01 Extension of Agreement for a one (1) year period beginning October 1, 2008, and continuing in full force and effect up to and including September 30, 2009.

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

ACCEPTED BY:  
City of Lucas  
151 Country Club Road  
Lucas, Texas 75002

SIGNATURE

TITLE: Mayor

DATE: August 7, 2008

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
Collin County Courthouse  
210 S. McDonald  
McKinney, Texas 75069

Franklin Ybarbo

Purchasing Agent

DATE: 8/11/08

MAIL SIGNED CONTRACT AMENDMENT TO:  
Purchasing Agent, 200 S. McDonald, Suite 230, McKinney, Texas 75069

COURT ORDER NO. 2008- 693 -09-09

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Amendment No. 2, Law Enforcement Services, City of Lucas – Sheriff**

On **September 09, 2008**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Kathy Ward**


**County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4**

During such session the court considered the request for approval of Amendment No. 2 to the Interlocal Agreement for Law Enforcement Services with the City of Lucas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 2 to the Interlocal Agreement for Law Enforcement Services with the City of Lucas to extend the contract for one (1) year through and including September 30, 2009 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved as per the attached documentation.



**ATTEST:**

  
**Stacy Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS**

  
\_\_\_\_\_  
**Keith Self, County Judge**

  
\_\_\_\_\_  
**Phyllis Cole, Commissioner, Pct. 1**

  
\_\_\_\_\_  
**Jerry Hoagland, Commissioner, Pct. 2**

  
\_\_\_\_\_  
**Joe Jaynes, Commissioner, Pct. 3**

  
\_\_\_\_\_  
**Kathy Ward, Commissioner, Pct. 4**

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Interlocal Cooperation Agreement, City of Lucas, Law Enforcement Services – Sheriff**

On November 30, 2009, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Matt Shaheen  
Jerry Hoagland  
Joe Jaynes  
Kathy Ward**


**County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4**

During such session the court considered a request for approval of an Interlocal Cooperation Agreement with the City of Lucas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Cooperation Agreement with the City of Lucas for Law Enforcement Services effective October 1, 2009 through and including September 30, 2010 and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



**ATTEST:**

  
**Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S**

  
Keith Self, County Judge

  
Matt Shaheen, Commissioner, Pct. 1

  
Jerry Hoagland, Commissioner, Pct. 2

  
Joe Jaynes, Commissioner, Pct. 3

  
Kathy Ward, Commissioner, Pct. 4

# STATE OF TEXAS

COUNTY OF COLLIN

## INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2009 (the "Effective Date"), and will continue for a period of four (4) years from the Effective Date

2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15<sup>th</sup> day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.

2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):

- a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,
- b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$27,228.00 for cost of vehicle less police equipment and accessories, \$5,000.00 for operating and maintenance, and \$77,250.00 for deputy salary in the first year, October 1, 2009 through and including September 30, 2010. Successive years' reimbursement amounts shall be negotiated and mutually agreed by both parties.

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.

2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.8 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2009 through and including September 30, 2010, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2009.

Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$5,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2009, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

#### 4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.

5.4 In the event this Agreement is terminated by either party for any reason, County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

be the right to make a proportionate reduction in the fee owed to County under this Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7.        LIABILITY.        This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and the indemnity provided herein is not

intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:

City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002

If to Collin County:

Collin County Sheriff's Office  
Major of Operations  
4300 Community Blvd.  
McKinney, Texas 75071

With copy to:

Collin County Purchasing Agent  
2300 Bloomdale Road, Ste. 3160  
McKinney, Texas 75071

AGREED TO:

COLLIN COUNTY

Judge Keith Self

Date

2300 Bloomdale Road

McKinney, TX 75069

CITY OF LUCAS

City of Lucas

665 Country Club Road

Lucas, TX 75002

Date

Robert Adams 11-6-09

EXHIBIT "A"  
TO INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES

This Exhibit "A" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated 11.30.2009 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1.       Hours of Service.       Pursuant to the Agreement, County will provide law enforcement service to City during the following dates and times:

Eight (8) hours/day, Five (5) days/week

Schedule to be determined except as noted below

2.       Vacation, Compensation, Personal and Sick Time.   The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3.       Overtime.       In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

**EXHIBIT "B"**  
**TO INTERLOCAL COOPERATION AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated 11.30.2009 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2009 through and including September 30, 2010 shall be at the total cost of \$109,478.00, to include \$77,250.00 for deputy salary, \$27,228.00 for vehicle cost less police equipment and accessories, and \$5,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2009. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2010 through and including September 30, 2011, shall be negotiated and mutually agreed upon in writing prior to October 1, 2010, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2010. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2011 through and including September 30, 2012, shall be negotiated and mutually agreed upon in writing prior to October 1, 2011, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2011. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2012 through and including September 30, 2013, shall be negotiated and mutually agreed upon in writing prior to October 1, 2012, to include deputy salary and vehicle operating and maintenance cost. Payment shall

be paid in four equal, quarterly installments beginning October 1, 2012. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.



# Contract Amendment

One (1)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75069  
972-548-4165

Vendor: City of Lucas  
Mayor Bill Carmickle  
665 Country Club Road  
Lucas, Texas 75002

Contract Law Enforcement Service for City of Lucas  
Contract No. 06677-09  
Effective Date 01-Oct-10

Awarded by Court Order No.: 2009-982-11-30

Contract Amendment Court Order No.: 2010-793-10-04

## YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Per Section 1, extend agreement for a period of one (1) year to be effective October 1, 2010, through and including September 30, 2011. Total reimbursement for year two (2) commencing in October 1, 2010 through and including September 30, 2011, shall be at a total cost of \$82,250.00, to include \$77,250.00 for deputy salary, and \$5,000.00 for operating and maintenance of vehicle. See exhibit B.

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

ACCEPTED BY:

Bill Carmickle

City of Lucas  
665 Country Club Road  
Lucas, TX 75002

  
SIGNATURE

TITLE: Mayor

DATE: 16-Sep-10

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

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

  
Frank Ybarbo  
Purchasing Agent

DATE: 10/7/10

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Amendment No. 1, Law Enforcement Services, City of Lucas – Sheriff**

On October 4, 2010, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self**  
**Matt Shaheen**  
**Jerry Hoagland**  
**Joe Jaynes** Not Present  
**Kathy Ward** Not Present


**County Judge, Presiding**  
**Commissioner, Precinct 1**  
**Commissioner, Precinct 2**  
**Commissioner, Precinct 3**  
**Commissioner, Precinct 4**

During such session the court considered the request for approval of Amendment No. 1 to Law Enforcement Service (contract No. 06677-09) with the City of Lucas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 1 to Law Enforcement Service (Contract No. 06677-09) with the City of Lucas to extend the contract for one (1) year through and including September 30, 2011 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved as per the attached documentation.



**ATTEST:**

  
County Clerk  
Commissioners' Court  
Collin County, TEXAS

  
\_\_\_\_\_  
Keith Self, County Judge

  
\_\_\_\_\_  
Matt Shaheen, Commissioner, Pct. 1

  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

\_\_\_\_\_  
Not Present  
Joe Jaynes, Commissioner, Pct. 3

\_\_\_\_\_  
Not Present  
Kathy Ward, Commissioner, Pct. 4

**EXHIBIT "B"**  
**TO INTERLOCAL COOPERATION AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated September 16, 2010 (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2009 through and including September 30, 2010 shall be at the total cost of \$109,478.00, to include \$77,250.00 for deputy salary, \$27,228.00 for vehicle cost less police equipment and accessories, and \$5,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2009. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2010 through and including September 30, 2011, shall be negotiated and mutually agreed upon in writing prior to October 1, 2010, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2010. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2011 through and including September 30, 2012, shall be negotiated and mutually agreed upon in writing prior to October 1, 2011, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2011. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2012 through and including September 30, 2013, shall be negotiated and mutually agreed upon in writing prior to October 1, 2012, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2012. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges.

County shall provide documentation, upon request from the City, for these additional costs.



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider the approval of a lease agreement between the City of Lucas and Family Promise of Collin County concerning 325 W. Lucas Road for a period of two (2) years beginning April 1, 2013.

### RECOMMENDED ACTION:

### SUMMARY:

See attached.

### MOTION:

I make a Motion to approve a lease agreement between the City of Lucas and Family Promise of Collin County concerning 325 W. Lucas Road for a period of two (2) years beginning April 1, 2013 and authorize the Mayor to execute the agreement.

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director:                     /                      
City Manager:                     /

STATE OF TEXAS                   §  
   §                   LEASE AGREEMENT  
COUNTY OF COLLIN           §

This Lease is entered into between the City of Lucas, Texas ("Landlord") and Family Promise of Collin County ("Tenant").

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, 325 W. Lucas Road, Lucas, Collin County, Texas, depicted in Exhibit "A," attached hereto (the "Premises"). The Premises are referred to in this Lease as the "Premises" or the "Leased Premises." The building is referred to as the "Building."

**I.       TERM OF LEASE**

1.01   **Term:** Term of this Lease is two (2) years, beginning on the 1<sup>st</sup> day of April, 2013, and ending on the 1 day of April 1, 2015, as provided in this Lease ("Lease Term").

1.02   **Termination:** Landlord may terminate this Lease with or without cause during the Lease Term or any extension thereof upon ninety (90) days prior written notice thereof.

1.03   **Holdover:** If Tenant holds over and continues in possession of the Premises after the Lease Term (or any extension of it) expires, Tenant will be considered to be occupying the Premises (*at will or on a month-to-month tenancy*), subject to all of the terms of this Lease.

**II.     RENT**

**Basic Rent:** Tenant will pay Landlord \$10.00 per month, from the beginning of the Lease Term and throughout the Lease Term. The monthly rent due throughout the Lease Term shall be paid in advance of the fifth (5<sup>th</sup>) day of each month.

**III.    USE OF PREMISES**

3.01   **Permitted Use. Day Center:** Tenant will use the Premises only for the purpose of providing a Day Center with hours of operation from 7:30 a.m. to 5:30 p.m. The Day Center will provide case management services, and shower and laundry service for Day Center clients. Monthly Board Meetings in the evenings are also permitted. No other services are permitted unless Landlord gives Tenant prior written consent for additional permitted uses.

3.02   **Insurance Hazards:** Tenant may not use, or permit using, the Premises in any manner (excluding the present type of use of the Premises by Tenant) that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the Premises or any improvements on them, or insuring Landlord for any liability in connection with owning the Premises. Tenant shall during the term hereof, at its sole expense, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the

Tenant's lease of the Premises with a minimum combined single limit of not less than \$1 million dollars per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$1 million dollars; (2) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$1 million dollars per occurrence with an aggregate of not less than \$1 million dollars. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverage; (2) provide for at least thirty (30) days prior written notice to the Landlord for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the Landlord for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be submitted prior to the occupancy of the Premises.

### 3.03 **Compliance with Laws:**

(a) Tenant may not use, or permit using, the Premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317,* (2) *defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq.,* (3) *defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.,* (4) *petroleum,* (5) *asbestos,* and (6) *polychlorinated biphenyls.*

3.04 **Condition of Premises, Tenant Finish-Out:** Tenant acknowledges and agrees and does hereby accept the Premises AS IS with all faults. Tenant shall, without cost to Landlord, be responsible for the design and construction of all Tenant finish out for the Premises including exterior improvements.

## IV. MAINTENANCE AND SURRENDER

**Maintenance and Surrender by Tenant:** Tenant will maintain the leased Premises and keep them free from waste or nuisance throughout the Lease Term and any extensions of it. When this Lease terminates, Tenant must deliver the Premises in as good a state of repair and condition as they existed when Landlord delivered possession to Tenant, except for reasonable wear and tear commensurate with the age of the Premises and damage by fire, tornado, or other casualty. If Tenant neglects to reasonably maintain the Premises, Landlord may, but is not

required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable by Tenant to Landlord as a reimbursement within thirty (30) days after Lease termination.

## **V. UTILITIES AND TAXES**

**Utilities and Taxes on Tenant's Property:** Landlord shall pay or cause to be paid all charges for water, heat, gas, and electricity (collectively referred to as "Utilities"), and all other Utilities used on the Premises throughout Term, including any connection fees. Tenant shall reimburse Landlord for all Utilities paid within thirty (30) days of receiving a written invoice from Landlord. Tenant shall pay all ad valorem taxes, if any, assessed against the leased Premises and any improvements constructed by Tenant during the Lease Term. Tenant may, in good faith, at its own expense (in its own name as Tenant may determine appropriate), contest any such assessment or taxes. Landlord, at no cost or expense to Landlord, shall reasonably cooperate with Tenant in contesting any such assessment; provided, however, Landlord shall not in any way become liable for the payment of any such assessment or taxes, nor be held responsible for the outcome of any contest of assessments or taxes filed by Tenant will pay all taxes levied or assessed against personal property, furniture, or fixtures it places in or on the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by including personal property, furniture, or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on the increase, Tenant must, upon demand, pay Landlord the part of the taxes for which Tenant is primarily liable under this article.

## **VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES**

6.01 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which shall not be unreasonably denied or delayed.

6.02 **Property of Landlord:** All alterations, additions, or improvements made by Tenant will become Landlord's property when this Lease terminates.

6.03 **Trade Fixtures:** Tenant has the right at all times to erect or install furniture and fixtures, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this Lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this Lease terminates, Tenant must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Tenant when this Lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

6.04 **Construction by Tenant:** Tenant shall have the right during the term of this Lease to erect, maintain, alter, remodel, reconstruct, or rebuild the tenant improvements within the Premises, subject to the following general conditions:

1. Tenant bears cost of any such work;

2. The Premises shall at all times kept free of mechanics' and material men's liens;
3. Any improvements constructed on the Premises shall be approved by Landlord pursuant to § 6.05 herein and if remaining at the end of the Lease Term, shall become the property of Landlord; and
4. Any removal of tenant improvements must be pre-approved by Landlord.

6.05 **Landlord's Approval:** The following rules govern Landlord's approval of construction, additions, and alterations of the building or other improvements:

(a) **Written approval required.** No tenant or other improvement may be constructed unless the plans, specifications, and proposed location of the improvement have received Landlord's written approval. No material addition to or alterations of the Premises may be begun until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Landlord. The Landlord shall not unreasonably withhold approval of such plans and specifications. .

(b) **Landlord's approval.** Landlord will promptly review and approve all plans submitted under subparagraph above or note in writing any' required changes or corrections that must be made to the plans, Failure to object to the plans within thirty (30) days constitutes its approval of the changes. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within thirty (30) days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within thirty (30) days constitutes its approval of the changes. Minor changes in work or materials not affecting the general character of the Premises project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.

## **VII. DAMAGE OR DESTRUCTION**

7.01 **Notice to Landlord:** If the Premises or any structures or improvements on the are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

7.02 **Total Destruction:** If the Premises are totally destroyed by fire, tornado, or other casualty this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 7.01. The Landlord in its sole discretion may elect to restore the Premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored. Alternatively, the Tenant with the consent of Landlord may, by written notice within thirty (30) days after the notice as provided in § 7.01, elect to rebuild the Building and restore the Premises provided Tenant commences the restoration of the Premises within one hundred eighty (180) days thereafter and at Tenant's cost.

7.03 **Partial Destruction:** If the Premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any

person in or about the Premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days or the damage exceeds the Landlord's insurance recovery, or the Landlord elects not to restore the Premises, this Lease will terminate.

## **VIII. CONDEMNATION**

8.01 **Total Condemnation:** If, during the Lease Term or any extension or renewal of the Lease, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

8.02 **Partial Condemnation:** If less than all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other within thirty (30) days. In addition, if all or a portion of the parking area, or the signage, of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving Landlord written notice within thirty (30) days. If the Premises are partially condemned and neither party elects to terminate this Lease, this Lease will not terminate, but the rent will be adjusted equitably during the un-expired portion of this lease.

8.03 **Condemnation Award:** Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures and personal property owned by Tenant, which Tenant is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

## **IX. INSPECTION BY LANDLORD**

Landlord and its officers, agents, employees, and representatives may enter any part of the Premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this Lease), or to show the Premises to prospective tenants, purchasers, or lenders. Tenant is not entitled to any abatement or reduction of rent by reason of entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

## **X. MECHANIC'S LIEN**

Tenant will not permit any mechanic's lien to be placed on the Premises or on improvements made to the Premises. If a mechanic's lien is filed on the Premises or on improvements on them, Tenant will promptly pay it. If default in payment of the lien continues for thirty (30) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the

lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the Premises or against improvements on the Premises, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with annual interest at the highest rate then allowed by law until paid.

## **XI. INDEMNITY**

11.01 **Tenant's General Indemnity:** Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct or management of Tenant's business on the Premises or its use of the Premises, or from any breach on Tenant's part of any conditions of this Lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

### **11.02 Tenant's Environmental Indemnity:**

(a) Tenant is responsible only for the payment of that portion of any cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the Premises during Tenant's occupancy of the Premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

(b) Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section. This section survives the expiration or earlier termination of this Lease.

## **XII. ASSIGNMENT AND SUBLEASE**

**Assignment and Subletting by Tenant:** Tenant may not assign this Lease, or any interest in it, nor sublet the Premises, or any part of them without prior written consent of Landlord.

## **XIII. DEFAULT**

13.01 **Tenant's Default:** The following events are considered events of default by Tenant under this Lease:

(a) Tenant fails to pay any installment of rent due under this Lease, whether base rent or additional rent, or any other amounts owing by Tenant to Landlord, and the failure continues for thirty (30) days after receipt of written thereof.

(b) Tenant fails to comply with any term or covenant of this Lease, other than the payment of rent or any other sum of money owing by Tenant to Landlord, and does not cure the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in default if Tenant is proceeding to cure the failure and cures such failure within thirty (30) days thereafter.

(c) Tenant makes an assignment for the benefit of creditors.

(d) Tenant deserts or vacates any substantial portion of the Premises for sixty (60) or more consecutive days.

13.02 **Landlord's Remedies:** In the event of any default specified in §13.01, Landlord may pursue one or more of the following remedies:

(a) Landlord may terminate this Lease, in which event Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice - to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to re-let the Premises on satisfactory terms, if Landlord elects to re-let, or otherwise.

(b) Landlord may enter on and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; re-let the Premises on the terms Landlord considers advisable; and receive the rent for the re-letting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of re-letting.

(c) Landlord may enter the Premises, by any lawful means (and Landlord is expressly reserving and retaining the right to so re-enter the Premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Tenant is obligated to do under the terms of this Lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

13.03 **Cumulative Remedies:** Landlord's or Tenant's pursuing any remedy provided in this Lease will not preclude pursuing any other remedy provided in this Lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this Lease. Nor will Landlord's pursuing any remedies provided in this Lease constitute a waiver or forfeiture of any rent due under this Lease.

13.04 **Waiver of Default:** Either party's waiving any default or violation or breach of

any term or covenant of this Lease does not waive any other violation or breach of any term or covenant of this Lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this Lease or by law on a default waive the default. Landlord's accepting rent following default under this Lease does not waive the default.

13.05 **Surrender of Premises:** No act done by Landlord or its agents during the Lease Term may be considered an acceptance of a surrender of premises is valid unless in writing and subscribed by Landlord.

#### **XIV. MISCELLANEOUS**

14.01 **Notices and Addresses:** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

**If to Landlord:**

City Of Lucas  
Attn: Jeff Jenkins  
City Manager  
665 County Club Road  
Lucas, Texas 75002

**If to Tenant:**

Family Promise of Collin County  
Attn: Betsy Covington, President  
P. O. Box 1601  
Allen, Texas 75013

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this section.

14.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

14.03 **Texas Law to Apply:** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.04 **Legal Construction:** If anyone or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05 **Prior Agreements Superseded:** This agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06 **Amendment:** No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.08 **Attorney's Fees and Costs:** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this Lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

14.09 **Force Majeure:** Neither Landlord nor Tenant is required to perform any term or covenant of this Lease so long as performance is delayed or prevented *by force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

The undersigned Landlord and Tenant execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2013

**Landlord:**

By: \_\_\_\_\_  
City of Lucas, Texas  
Name: Rebecca Mark  
Title: Mayor

**Tenant:**

By: \_\_\_\_\_  
Family Promise of Collin County  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider the approval of a Development Agreement between the City of Lucas and McCreary Donihoo Partners, LTD concerning annexation.

### RECOMMENDED ACTION:

Staff recommends approval.

### SUMMARY:

See attached.

Mr. Sallman, on behalf of McCreary Donihoo Partners LTD, is requesting a development agreement with the City of Lucas based on the development of his property and annexation.

### MOTION:

I make a Motion to approve a Development Agreement between the City of Lucas and McCreary Donihoo Partners, LTD concerning annexation.

APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ /

City Manager: \_\_\_\_\_ /

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LUCAS, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), and McCreary Donihoo Partners, Ltd., a Texas limited partnership (the "Owner" and "Developer").

### **I RECITALS**

WHEREAS the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code.

WHEREAS, Owner owns a parcel of real property (the "Property") located in the extraterritorial jurisdiction ("ETJ") of the City of Lucas, Collin County, Texas more fully described in Exhibit "A" attached hereto and depicted on the conceptual plan attached as Exhibit "B" hereto; and

WHEREAS, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement; and

WHEREAS, the Parties intend that the Property will continue to exist within the City's ETJ and be immune from annexation by the City to the extent provided by law and by this Agreement; and

WHEREAS, the Parties desire that the Property be developed into a quality development and agree that securing the financing for the development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards regarding the Property; and

WHEREAS, The Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

## II ANNEXATION AND DEVELOPMENT

1. ***Agreement Not to Annex.*** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City Property taxes, for the term of this Agreement. The City agrees not to annex any portion of the Property until it receives a petition for annexation from Owner as described in Paragraph 5 below for the term of this Agreement.

2. ***Development Plan.*** Development of the Property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the Owner and the City, the "Development Plan"). All development applications shall substantially comply with the Development Plan. Owner may make minor revisions to the Development Plan so long as the total number of single-family lots does not exceed 25.

3. ***Regulations Applicable.*** The following regulations apply to development of the Property ("Governing Regulations"):

a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);

b. The City's current subdivision ordinance (as of the Effective Date of this Agreement); and

c. The special regulations set forth on Exhibit "C" ("Special Regulations").

4. ***Inconsistent Development.*** Developer agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is substantially inconsistent with the Governing Regulations may be denied by the City.

5. ***Annexation and Zoning.*** Unless mutually agreed to by the parties, the annexation of any portion of the Property, should it occur, shall be undertaken only in accordance with a petition submitted by Owner. The petition to annex must be submitted within ten (10) business days after the recordation of a final plat for the Property. Upon such annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations, and the City agrees, to the maximum extent permitted by law, to zone the Property to a district that is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Owner may, at its option, choose to develop in accordance with such zoning.

### III

#### WATER SYSTEM

**3.1 Certificate of Convenience and Necessity ("CCN")** – The City is the holder of a water CCN that includes the Property.

**3.2 Guarantee of Service** – The City hereby represents that sufficient water capacity and pressures shall be available to serve the Development on the same basis as other properties (Stinson Highlands) within the same service area as the development. The City shall improve its system as necessary, within fifteen (15) months following the effective date of this Agreement, so as not to hinder development of the Property. In the event a water line easement along Stinson Rd. is required for water system improvements prior to development of the Property or the filing of a final plat of the Property, Owner agrees to dedicate such water line easement, parallel to Stinson Rd. and not to exceed 20 ft. in width, to the City at no charge to the City.

**3.3 Master Plan** – Proposed new major water infrastructure needed for the Development will be included on the City's Water System Master Plan for impact fee purposes.

### IV

#### ROADWAY SYSTEM

**4.1 Stinson Road** – Developer will dedicate up to 30 feet of right of way along Stinson Road adjacent to the Property.

**4.2 Interior Roadway Construction** – On all interior roads in the subdivision, the City will allow Developer to dedicate 50 foot wide rights of way.

### V

#### GENERAL

**5.1 Early Plat Recording** – Developer may record a final plat before the final public improvements are completed and accepted provided a performance bond or surety bond is in place for the uncompleted portion of the public improvements.

**5.2 Notice** - Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth below. Any

party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Owner:

McCreary Donihoo, Partners, Ltd.

Stephen L. Sallman  
4925 Greenville Avenue  
Suite 1020  
Dallas, Texas 75206

If Notice to City:

City of Lucas

Attn : Jeff Jenkins, City Manager  
665 Country Club Road  
Lucas, Texas 75002

### **5.3 Defaults.**

a. If a party is in default under this Agreement, the nondefaulting party must notify all parties in writing of an alleged failure by the nondefaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within 30 days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. Bedell shall have the right to cure an alleged default by the Developer.

b. The nondefaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

c. If the nondefaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the nondefaulting party, or that such failure is excusable, such determination must conclude the investigation.

d. If the nondefaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the nondefaulting party, then the nondefaulting party may proceed to mediation.

e. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two days after the mediation is initiated or 14 days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

f. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the nondefaulting party may file suit in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity.

#### **5.4 Miscellaneous:**

- a. Assignment of Agreement. This Agreement may be assigned by Owner without the prior written consent of the City. This Agreement may not be assigned, in whole or in part, by City,
- b. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.
- c. Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- d. Authority. Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.
- e. Construction. All construction associated with the Development will be in accordance with applicable ordinances, regulations, development standards and standard details of the City in effect on the effective date of this Agreement.
- f. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or

terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.

- g. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- h. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
- i. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- k. Time is of the Essence. Time is of the essence in this Agreement.
- l. Reservation of Rights and Claims. This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.
- m. Release of Improved Lots. Notwithstanding anything to the contrary contained herein, the obligations herein which burden the Property shall be released automatically as to each lot therein which is conveyed subsequent to the construction of a house upon such lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on this provision to establish whether such termination has occurred with respect to any lot.
- n. Recordation, Releases, and Estoppel.
  - (i) Recordation. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to

specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulations that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

(ii) Releases. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City.

(iii) Estoppel. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.

- o. Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.
- p. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

- q. Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.
- r. Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement,
- s. Term. The term of this Agreement (the “Term”) shall be eight (8) years from the Effective Date of this Agreement.

**5.5 Governmental Powers; Waivers of Immunity** – By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

- a. The City waives its governmental immunity from suit and immunity from liability as to any action brought by a party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a party to this Agreement.
- b. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

**5.6 Effective Date** - The effective date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City.

EXECUTED as of the date first above written.

**CITY**

**CITY OF LUCAS, TEXAS**

By: \_\_\_\_\_  
Rebecca Mark, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Joe Gorfida, Jr. City Attorney

**OWNER**

**McCREARY DONIHOO PARTNERS, LTD.,**  
a Texas limited partnership

By: Warner Land Advisors, L.P.,  
a Texas limited partnership,  
Its: General Partner

By: Warner Capital, L.L.C.,  
A Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Stephen L. Sallman  
Its: Manager

STATE OF TEXAS            )  
                                      )  
COUNTY OF COLLIN        )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013,  
by **REBECCA MARK**, Mayor of the City of Lucas, a municipal corporation existing under the  
laws of the State of Texas, in such capacity on behalf of such municipal corporation

[Seal]

\_\_\_\_\_  
Notary Public--State of Texas

STATE OF TEXAS            )  
                                      )  
COUNTY OF COLLIN        )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013,  
by **STEPHEN L. SALLMAN**, Manager of Warner Capital, L.L.C., a Texas limited liability  
company, General Partner of Warner Land Advisors, L.P., a Texas limited partnership, General  
Partner of Lewis Bend Partners, Ltd., a Texas limited partnership.

[Seal]

\_\_\_\_\_  
Notary Public--State of Texas

EXHIBIT "A"

**Legal Description**

## EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS OUT OF THE JOHN GRAY SURVEY, ABSTRACT NO. 349 AND BEING ALL OF A 2 ACRE TRACT OF LAND AND ALL OF A 28 ACRE TRACT OF LAND CONVEYED TO LESLIE MCCREARY AND GLADYS MCCREARY ACCORDING TO THE DEED FILED FOR RECORD IN VOLUME 595, PAGE 197, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ALL OF TRACT TWO AND TRACT THREE CONVEYED TO MCCREARY FAMILY TRUST ACCORDING TO THE DEED FILED FOR RECORD IN VOLUME 4844, PAGE 2894, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A P.K. NAIL FOUND IN ASPHALT IN STINSON ROAD, AN UNDEDICATED RIGHT-OF-WAY, THE SOUTHEAST CORNER OF SAID 28 ACRE TRACT, THE NORTHEAST CORNER OF A 27.278 ACRE TRACT OF LAND CONVEYED TO JOHN A. YOUNG AND PATSY DEAN YOUNG ACCORDING TO THE DEED FILED FOR RECORD IN VOLUME 5167, PAGE 3453, DEED RECORDS, COLLIN COUNTY, TEXAS, AND THE SOUTHWEST CORNER OF A 29.185 ACRE TRACT OF LAND CONVEYED TO YOUNG DEAN HOMESTEAD, LTD. ACCORDING TO THE DEED FILED FOR RECORD IN VOLUME 5167, PAGE 3443, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, DEPARTING STINSON ROAD AND ALONG THE SOUTH LINE OF SAID 28 ACRE TRACT AND THE NORTH LINE OF SAID 27.278 ACRE TRACT, SOUTH 89 DEGREES, 34 MINUTES, 08 SECONDS WEST, A DISTANCE OF 1349.62 FEET TO A 5/8" IRON ROD SET WITH RED PLASTIC CAP STAMPED "R.P.L.S. 5199", THE SOUTHWEST CORNER OF SAID 28 ACRE TRACT, THE NORTHWEST CORNER OF SAID 27.278 ACRE TRACT, AND LYING IN THE MOST SOUTHERLY EAST LINE OF A 143.35 ACRE TRACT OF LAND CONVEYED TO SUE W. HODGDON ACCORDING TO THE DEED FILED FOR RECORD IN VOLUME 587, PAGE 38, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID 2 ACRE TRACT AND SAID 28 ACRE TRACT, AND THE MOST SOUTHERLY EAST LINE OF SAID 143.35 ACRE TRACT, AS AFFECTED BY BOUNDARY LINE AGREEMENT RECORDED IN THE COUNTY CLERK'S FILE NO. 20060428000567740, DEED RECORDS, COLLIN COUNTY, TEXAS, NORTH 00 DEGREES, 03 MINUTES, 58 SECONDS EAST, A DISTANCE OF 989.29 FEET TO A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "R.P.L.S. 5199", THE NORTHWEST CORNER OF SAID 2 ACRE TRACT, FROM WHICH A 3/8" IRON ROD FOUND BEARS SOUTH 89 DEGREES, 42 MINUTES, 44 SECONDS, WEST, A DISTANCE OF 7.68 FEET, A 1/2" IRON ROD FOUND WITH CAP STAMPED "R.P.L.S. 5439" BEARS NORTH 89 DEGREES, 42 MINUTES, 44 SECONDS, EAST, A DISTANCE OF 7.68 FEET;

THENCE, ALONG THE NORTH LINE OF SAID 2 ACRE TRACT, AND THE MOST EASTERLY SOUTH LINE OF SAID 143.35 ACRE TRACT, NORTH 89 DEGREES, 42 MINUTES, 44 SECONDS EAST, A DISTANCE OF 1349.95 FEET TO A P.K. NAIL SET IN STINSON ROAD, THE NORTHEAST CORNER OF SAID 2 ACRE TRACT, A SOUTHEASTERLY CORNER OF SAID 143.35 ACRE TRACT AND LYING IN THE WESTERLY LINE OF A 26.027 ACRE TRACT OF LAND CONVEYED TO WARREN L. NORRIS ACCORDING TO THE DEED FILED FOR RECORD IN VOLUME 5009, PAGE 699, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE EAST LINE OF SAID 2 ACRE TRACT AND SAID 28 ACRE TRACT, AND THE WESTERLY LINE OF SAID 26.027 ACRE TRACT, AND ALONG STINSON ROAD, SOUTH 00 DEGREES, 05 MINUTES, 11 SECONDS WEST, PASSING THE SOUTHWEST CORNER OF SAID 26.027 ACRE TRACT, THE NORTHWEST CORNER OF SAID 29.185 ACRE TRACT AT 72.79 FEET, AND CONTINUING ALONG THE COMMON LINE OF SAID 28 ACRE TRACT, SAID 29.185 ACRE TRACT, AND ALONG STINSON ROAD FOR A TOTAL DISTANCE OF 985.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,333,015 SQUARE FEET OR 30.6018 ACRES OF LAND, MORE OR LESS.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

3072 mgm

EXHIBIT "B"

**Conceptual Plan**



## EXHIBIT "C"

### Special Regulations

- Residential Property
  - Uses
    - Single Family Residential and accessory uses
  - Building Regulations
    - Lot Sizes : Minimum Lot Size One Acre; min. average width 150 ft.
    - Setbacks - Front Setbacks = 50', Side Setbacks= 20', Rear Setbacks = 30', Corner Setbacks = 25'
  - Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s) for main structure. Must be located behind the primary residence on the lot.
  - Fencing – per City of Lucas ordinances.
  - Unless addressed hereinabove, development must comply with the City's R1 single family zoning district in effect on the effective date of this Agreement.



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider the approval of a Development Agreement between the City of Lucas and North Texas Equestrian Center, Inc. concerning annexation.

### RECOMMENDED ACTION:

Staff recommends approval.

### SUMMARY:

See attached.

### MOTION:

I make a Motion to approve a Development Agreement between the City of Lucas and North Texas Equestrian Center, Inc. concerning annexation.

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director: /

City Manager: /

STATE OF TEXAS           §  
                                  §       ANNEXATION AGREEMENT  
COUNTY OF COLLIN       §

This Annexation Agreement (the "Agreement") is made by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City"), and North Texas Equestrian Center, Inc. ("Owner") (hereinafter collectively referred to as "Party" or "Parties"), acting by and through their respective representatives.

**RECITALS**

**WHEREAS**, this Annexation Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, containing approximately 47.0116 acres, which is more particularly and separately described in the attached Exhibit "A"; and *more or less* 16

**WHEREAS**, the City desires to institute annexation proceedings on all or portions of Owner's Property; and

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement except as provided by Section 212.172(f) of the Texas Local Government Code; and

**WHEREAS**, this Annexation Agreement is to be recorded in the Real Property Records of Collin, County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Article I**  
**Agreement Not to Annex**

1.1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided

in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code as it exists at the time of annexation.

## **Article II Owner's Obligations**

2.1 The Owner covenants and agrees not to use the Property for any use other than for agriculture, residential single family dwelling and related accessory buildings, horse stables, and equestrian center, consistent with Chapter 23 of the Texas Tax Code without the prior written consent of the City.

2.2 The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

2.3 During the term of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that are not consistent with the existing uses on the Property and any new development of the Property after execution of this Agreement shall conform to all City ordinances and regulations that exist at the time of development. The City agrees that the current improvements on the Property as of the date of execution of the Agreement shall be deemed legal nonconforming use and/or structures as defined and regulated by the City as they exist nor or may be amended.

2.4 The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who sign this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming a fee simple ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

## **Article III Voluntary Annexation**

3.1 The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

3.2 If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan.

#### **Article IV City's Authority**

4.1 Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture use, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

#### **Article V Term**

5.1 The term of this Agreement (the "Term") is fifteen (15) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary.

5.2 The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owner hereby waives any vested rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

#### **Article VI Zoning**

6.1 Property annexed pursuant to this Agreement will initially be zoned AO — Agricultural District pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

#### **Article VII Notice**

7.1 Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

7.2 Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Lucas  
Attention: Jeff Jenkins, City Manager  
665 Country Club Road  
Lucas, Texas 75002

## **Article VIII Miscellaneous**

8.1 Assignment of Agreement. This Agreement may be assigned by Owner without the prior written consent of City. This Agreement may not be assigned, in whole or in part, by City.

8.2 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

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

8.4 Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

8.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement.

8.6 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

8.7 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal

representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

8.8 Governmental Powers; Waiver of Immunity. By its execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights except as to the enforcement of this Agreement.

8.9 Covenants Run with Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

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

8.11 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

*(signature pages to follow)*

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City of Lucas, Texas

By: \_\_\_\_\_  
Rebecca Mark, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
(JJG/01-12-12/56057)

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

EXECUTED on this 6th day of March, 2013.

North Texas Equestrian Center, Inc., Owner

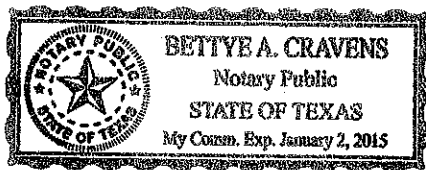
By: [Signature]  
Name: Kai Hunt  
Title: President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF COUNTY

The foregoing instrument was acknowledged before me this 6th day of March, 2013, by Kai Hunt on behalf of North Texas Equestrian Center, Inc. as Owner.



[Signature: Bettye A. Cravens]  
Notary Public, State of Texas

**EXHIBIT "A"**

KAI HANDT

**DESCRIPTION**

DESCRIPTION OF A TRACT OF LAND OUT OF THE DENNIS KINSAUL SURVEY, ABSTRACT NO. 502, BEING OUT OF THE 83.299 ACRE TRACT OF LAND CONVEYED TO DENNIS SCHWARTZ, AS RECORDED IN VOLUME 04906, PAGE 00141, DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a half inch iron rod found for the southeast corner of a 26.6418 acre tract of land conveyed to North Texas Equestrian Center, County Clerk's File No. 94-0106479, Collin County, Texas, same point being on the north line of a tract of land conveyed to Texas Power and Light Company, as recorded in Volume 879, Page 421, Deed Records of Collin County, Texas;

THENCE N 02°30'16" W, along the east line of said 26.6418 acre tract, a distance of 734.18 feet to a half inch iron rod found for corner, same point being the northeast corner of said 26.6418 acre tract;

THENCE N 89°36'37" W, along the north line of said 26.6418 acre tract, a distance of 683.73 feet to a 5/8 inch iron rod found for corner;

THENCE N 74°33'27" E, a distance of 320.44 feet to a 5/8 inch iron rod set for corner;

THENCE S 59°43'12" E, a distance of 155.35 feet to a 5/8 inch iron rod found for corner;

THENCE S 89°36'37" E, a distance of 141.92 feet to a 5/8 inch iron rod found for corner;

THENCE N 79°13'19" E, a distance of 133.53 feet to a 5/8 inch iron rod set for corner;

THENCE S 68°57'12" E, a distance of 101.66 feet to a 5/8 inch iron rod found for corner;

THENCE S 61°22'12" E, a distance of 361.66 feet to a 5/8 inch iron rod found for corner;

THENCE S 76°53'18" E, a distance of 202.07 feet to a 5/8 inch iron rod found for corner;

THENCE S 01°03'57" E, a distance of 504.89 feet to a 5/8 inch iron rod found for corner;

THENCE S 89°52'42" E, a distance of 1,443.89 feet to a 5/8 inch iron rod set for corner, said point also being the most southeastern corner of the 73.31 acre Dennis Schwartz tract;

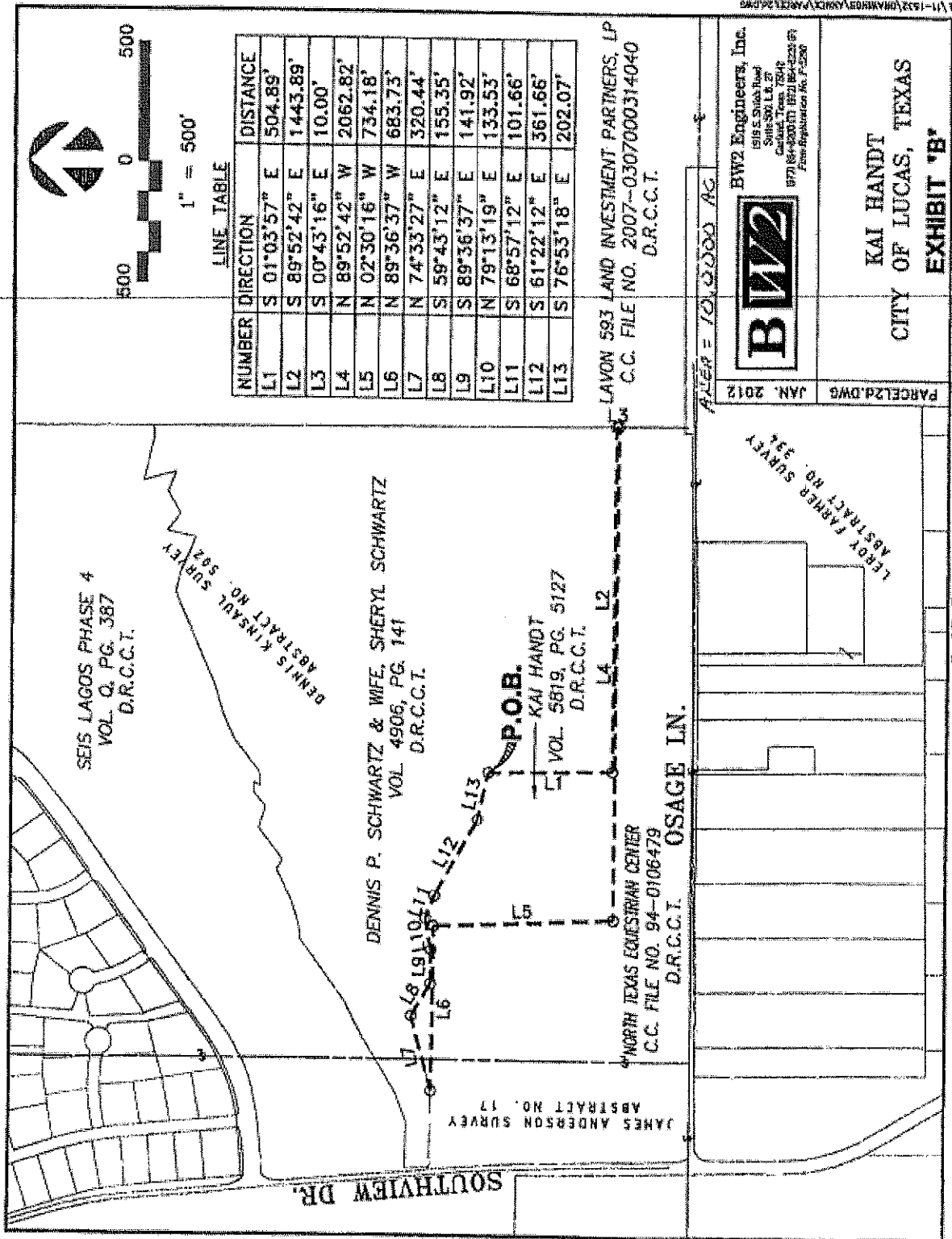
THENCE S 00°43'16" E, a distance of 10.00 feet to a 3/8 inch iron rod found for corner;

THENCE N 89°52'42" W, a distance of 2,062.82 feet to the POINT OF BEGINNING, and containing 10.0000 acres, or 435600.0 square feet of land, more or less.

NOTE:

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

COPIED FROM VOLUME 5819, PAGE 5127, DRCCT.



**EXHIBIT "A"**

KAI HANDT

**DESCRIPTION**

BEING A TRACT OF LAND SITUATED IN THE LEROY FARMER SURVEY, ABSTRACT NO. 334, COLLIN COUNTY, TEXAS, AND BEING PARTIALLY SITUATED IN THE CITY OF LUCAS, COLLIN COUNTY, TEXAS AND BEING LOT 1 OF THE C.E. HOBBS ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN VOLUME 5, PAGE 13 OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the centerline of Osage Lane (CR302), being the northeast corner of a tract of land conveyed to Carolyn Nall by deed recorded in Volume 5132, Page 4262 of the Deed Records of Collin County, Texas, from which point an iron rod found in the east line of said Nall tract bears South, a distance of 16.90 feet;

THENCE South  $89^{\circ}05'50''$  East, along said centerline, a distance of 113.80 feet to a point for corner at the northwest corner of Lot 2 of said addition;

THENCE South, along the west line of said Lot 2, passing an iron rod set at a distance of 16.90 feet, and continuing a total distance of 957.00 feet to an iron rod found in the North line of Lot 32R, Replat of Lots 32 and 33, The Meadows Addition to the City of Lucas, Collin County, Texas;

THENCE North  $89^{\circ}05'50''$  West, along said north line, a distance of 113.80 feet to an iron pipe found at the southeast corner of said Nall tract;

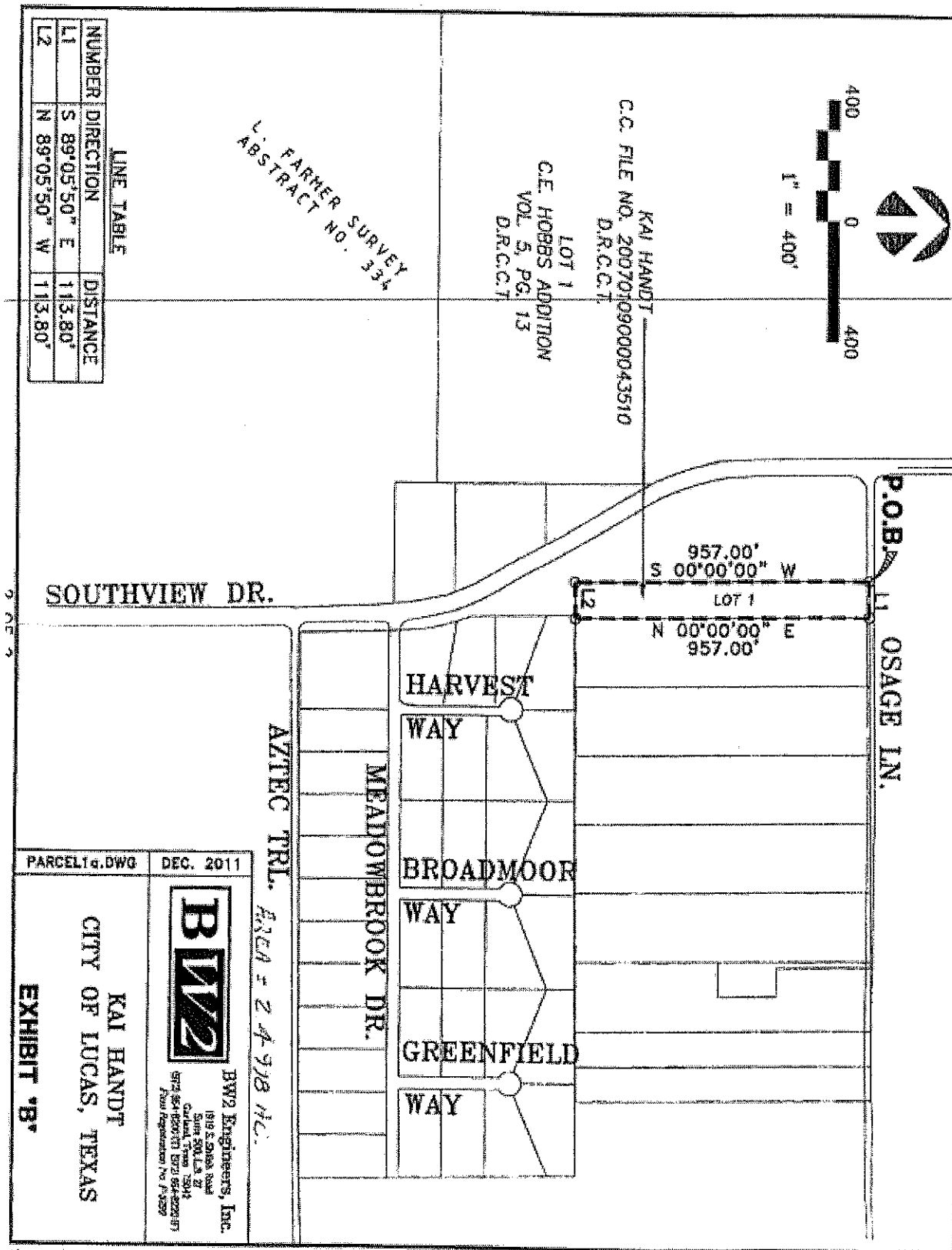
THENCE North, along said East line of said Nall tract, passing an iron rod found at a distance of 940.10 feet, and containing a total distance of 957.00 feet to the POINT OF BEGINNING, and CONTAINING 2.4998 acres of land of which 0.0441 acre lies in a public roadway;

**NOTE:**

IT IS THE INTENT TO DESCRIBE FOR ANNEXATION PURPOSES THE PROPERTY CONVEYED IN THE INSTRUMENT OF RECORD SHOWN BELOW.

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

COPIED FROM CC FILE NO. 20070109000043510.



**EXHIBIT "A"****NORTH TEXAS EQUESTRIAN CENTER, INC.****DESCRIPTION**

SITUATED IN COLLIN COUNTY, TEXAS, IN THE DENNIS KINSAUL SURVEY, ABSTRACT NO. 502, AND IN THE JAMES ANDERSON SURVEY, ABSTRACT NO. 17, BEING A RESURVEY OF PART OF THE 313.812 ACRE TRACT III DESCRIBED IN A DEED FROM JAMES A. JUSTICE, TRUSTEE, TO DUNCAN-STRAWN, INC. DATED OCTOBER, 1972, RECORDED IN VOLUME 842, PAGE 465 OF THE COLLIN COUNTY DEED RECORDS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast corner of said 313.812 acre tract;

THENCE Westerly with the south line of said 313.812 acre tract and said 66.096 acre tract as follows:

South 89°20'12" West, 519.8 feet;

South 89°45'13" West, 597.12 feet;

South 89°59'50" West, 1948.37 feet to an iron pin at the southwest corner of said 66.069 acre tract, in the East Right of Way line of Farm Road No. 1378 for a corner;

THENCE North 01°14'42" West, 691.92 feet with said east Right of Way line to the point of curvature of a curve to the left from which the radius center lies South 88°45'18" West, 2947.64 feet;

THENCE North with said curve to the left and with said east Right of Way line, an arc of 177.75 feet to the point of tangency of said curve;

THENCE North 4°42' West, 131.34 feet with said east Right of Way line to an iron pin set therein for a corner;

THENCE East, 1000.0 feet to an iron pin set for a corner;

THENCE South 2°44'12" East, 753.55 feet to an iron pin set in the north easement line of an easement to Texas Power and Light, reference Volume 879, Page 421, for a corner;

THENCE South 89°54'49" East, 2061.21 feet with said North easement line to an iron pin set in the East line of said 313.812 acre tract for a corner:

THENCE Southerly with said east line as follows:

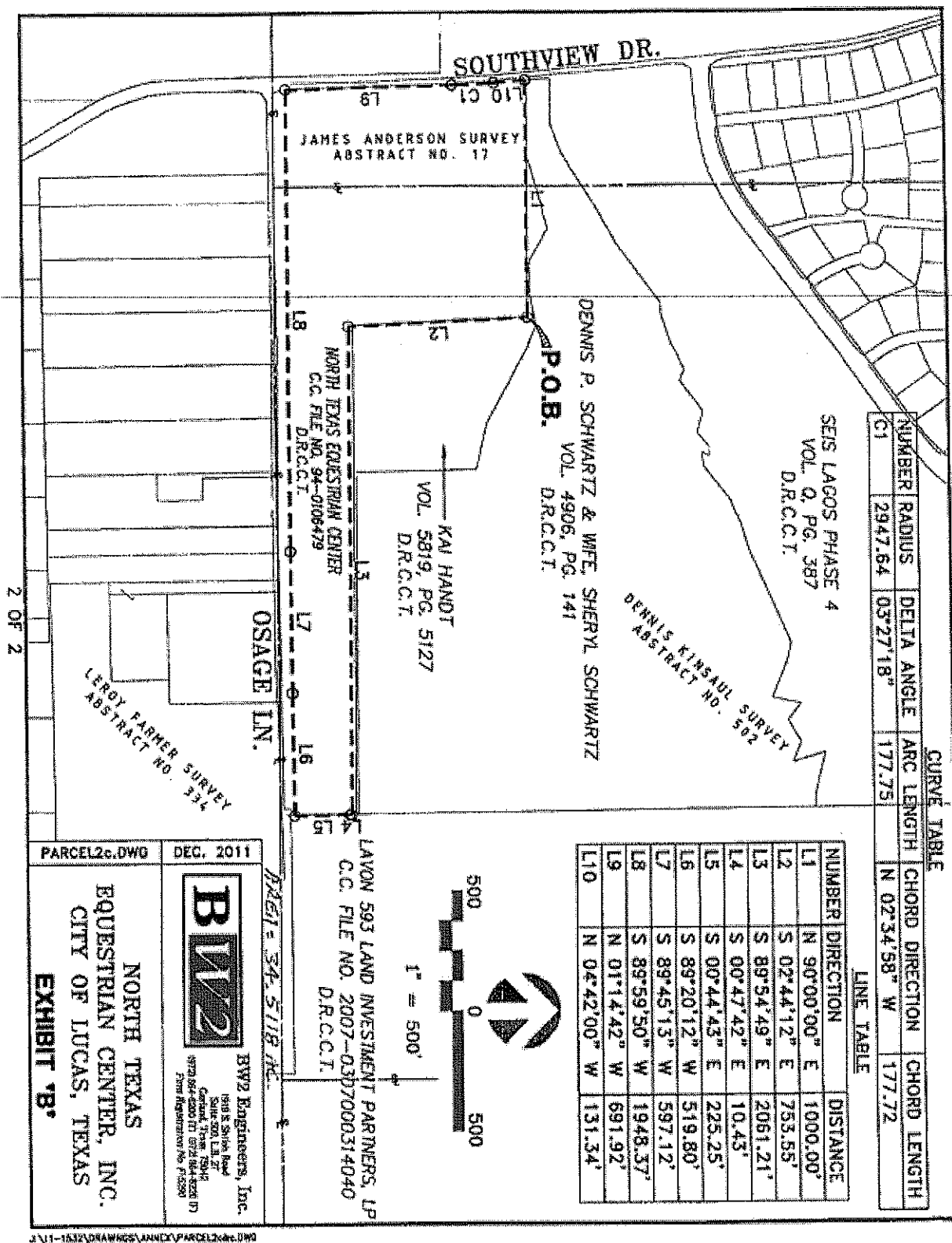
South 00°47'43" East, 10.43 feet;

South 00°44'43" East, 225.25 feet to the PLACE OF BEGINNING, and containing 34.5118 acres of land.

**NOTE:**

COURSES, DISTANCES, AND MONUMENTS OF THE DESCRIPTION HEREON ARE THE SAME AS THE DOCUMENT FILED. NO FIELD SURVEY WAS PERFORMED TO VERIFY CALLED DISTANCES, BEARINGS, OR MONUMENT STATUS.

COPIED FROM CC FILE NO. 94-0106479





## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: March 13, 2013

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider the approval of the minutes from the March 7, 2013, City Council Regular meeting.

### RECOMMENDED ACTION:

Approve as presented.

### SUMMARY:

See attached.

### MOTION:

I make a Motion to approve the minutes from the March 7, 2013, City Council Regular meeting as presented.

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ /  
City Manager: \_\_\_\_\_ /



**City Council Regular Meeting  
March 7, 2013, at 7:00 PM  
City Hall - 665 Country Club Road  
Minutes**

**Call to Order**

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

Present:

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Philip Lawrence (absent)
Councilmember Debbie Fisher	City Manager Jeff Jenkins
City Secretary Kathy Wingo	Fire Chief Jim Kitchens
Public Works Director Stacy Caudell	Finance Manager Liz Exum
City Attorney Joe Gorfida	

It was determined that a Quorum was present.  
Everyone was reminded to turn off or silence cell phones.  
Scout Timothy Hall led everyone in saying the Pledge of Allegiance.

**Citizens' Input**

1) Citizens' Input.

There was no one present who wished to speak during Citizens' Input.

**Community Interest**

2) Items of Community Interest.

Councilmember Debbie Fisher stated that she would be attending the Sewer Oversight Committee meeting on March 22, 2013, and will provide a report to Council afterwards.

**Public Hearings**

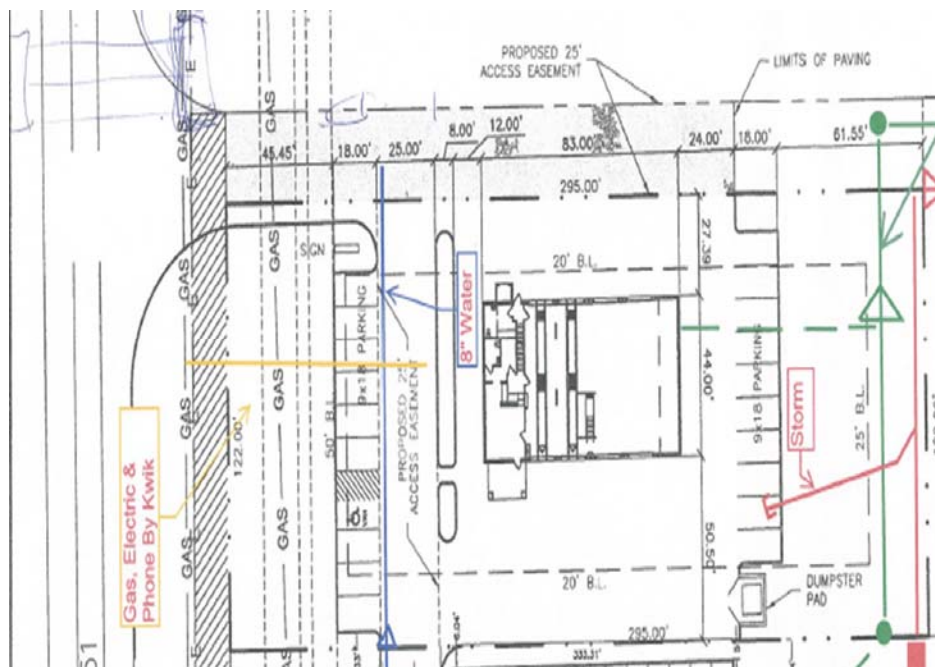
3) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-03-00752** concerning a request by Kwik Industries for a Specific Use Permit (SUP) for the operation of a Kwik Lube Minor Automotive Repair Center. The property to be

considered is located along Angel Parkway, Lucas, Collin County, Texas, and described as follows ABS A0821 William Snider Survey, Tract 32, 6.47 acres. **[Hilbourn] [This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held at the Planning & Zoning Commission Meeting, February 14, 2013]**

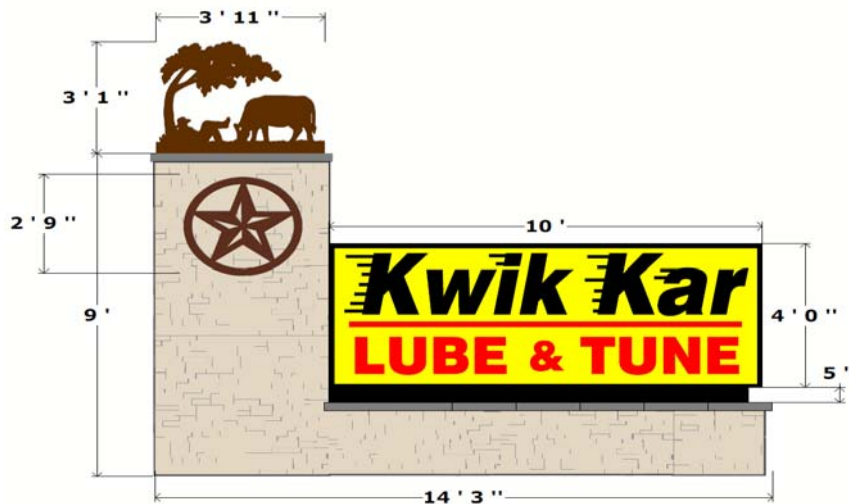
Development Services Director Joe Hilbourn stated that Scott Pendley on behalf of Kwik Lube Industries has submitted an application for a Specific Use Permit (SUP) for minor automotive use on the Sterling property, just to the north of Walmart.

This item went before the Planning & Zoning Commission on February 14, 2013 and recommend approval with the recommendations of Staff.

Minor automotive is permitted in the Commercial Business (CB) district with a SUP. The proposed building size is 3,653 square feet. The proposed lot size is 35,991 square feet; the minimum permitted in the CB district is 30,000 square feet. Paved area will be approximately 18,124 square feet; landscaped area is approximately 14,215 square feet, minimum required is 8,998 square feet; and the impervious coverage is 40%, maximum allowed is 75% of the total lot area.



The following pictures represent the type building being considered. The one on the left is what the applicant proposed, while the one on the right is what is being recommended by the Planning & Zoning Commission. The applicant was more than willing to provide the Austin stone on the outside of the building.



Staff recommends the following:

- The hours of operation, Monday thru Friday, 7 AM to 8 PM, Saturday 8 AM to 8 PM and Sunday 10 AM to 6 PM.
- Incorporate Austin stone into the exterior elevations on the North, South, and West side of the building, a minimum of 50%.
- Monument sign similar in design and nature to the Walmart signs.
- Carry through landscape and sidewalk similar to the existing Walmart.
- Approve with the above recommendations.

The Public Hearing was opened at 7:07 p.m.

Scott Pendley, 4725 Nall Road, Dallas, Texas, the applicant came forward to speak. Mr. Pendley reviewed the use of the building. There will be 6 – 10 employees on any shift, no outside storage, the approach to the site was relocated 15 feet to the south so as to not interfere with any drainage.

The Public Hearing was closed at 7:10 p.m.

**MOTION:** Councilmember Jim Olk made a Motion to approve **Ordinance # 2013-03-00752** concerning a request by Kwik Industries for a Specific Use Permit (SUP) for the operation of a Kwik Lube Minor Automotive Repair Center. The property to be considered is located along Angel Parkway, Lucas, Collin County, Texas, and described as follows ABS A0821 William Snider Survey, Tract 32, 6.47 acres. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

## Regular Agenda

- 4) Discuss and Consider the acceptance and approval of the City of Lucas' Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2011-2012 presented by Conway Company CPA. **[Exum]**

Neal Conway came forward to review the audit report with the Council.

The final audit can be viewed on the website.

**MOTION:** Councilmember Debbie Fisher made a Motion to accept and approve the City of Lucas' Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2011-2012 as presented by Conway Company CPA. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

- 5) Discussion only, Financial Update for General Fund Reserves and 2011 Certificate of Obligation. **[Exum]**

The following slides represent a review of the city's financial situation as given to Council by Finance Manager Liz Exum.

## General Fund Unreserved Fund Balance As of 9-30-12

FY 12 Unreserved Fund Bal \$3,822,755

FY 13 General Fund Budgeted Operating Costs  
\$2,506,154

FY 13 General Fund Budgeted Operating Monthly  
Costs \$208,846

Months Reserved 18.3



## General Fund Estimated Unreserved Fund Balance As of 12-31-12

Unreserved Fund Bal \$4,018,230

FY 13 General Fund Budgeted Operating  
Costs \$2,506,154

FY 13 General Fund Budgeted Operating  
Monthly Costs \$208,846

Months Reserved 19.24



## Discussion Points with Bond Counsel – Mark McLiney Southwest Securities

The City has managed its operations extremely well over the past many years.

The City has a current bond rating of “AA-” from Standard and Poor’s.

This rating is due in part to the City’s history of extremely strong fund balances.

The City would need to maintain a fund balance equal to one year (12 months) expenditures to keep the excellent bond rating and maintain the ability to borrow money at the best interest rates.



## Excess Fund Balance Over the 12 Month Recommendation

Unreserved Fund Bal Estimate	\$4,018,230
FY 13 General Fund Budgeted Operating Costs	\$2,506,154
FY 13 General Fund Budgeted Operating Monthly Costs (budgeted for FY 12-13)	\$208,846
Monthly Costs(including paid EMS Staff)	\$245,102
12 Month Requirement:	
Budgeted for FY12-13	\$2,506,154
Including Paid EMS Staff	\$2,941,224
Excess Fund Balance based on:	
FY 12-13 Budget	\$1,512,076
FY 12-13 Budget plus paid EMS Staff	\$1,077,006



## General Fund 2011 CO Funding

Balance as of September 30, 2012                      \$3,285,028

Budgeted Items for FY 12-13:

Stinson Rd Bridge	(\$607,567)
Design Fire Dept Expansion Project	(\$205,000)
Capital Roadway Improvements	<u>(\$465,940)</u>

Remaining Balance 2011 CO                      \$2,006,521



Discussion only, no action necessary.

- 6) Discuss and Consider an update of the Capital Roadway Improvements and authorize Staff to utilize the existing Interlocal Agreement with Dallas County for pavement maintenance for the various roads. **[Caudell]**

The following roads have been selected by staff for pavement maintenance, after rating the roads in the City. It is recommended that these roads have asphalt leveling (or milling, as noted), then a 2" asphalt surface course.

<u>Road</u>	<u>Length (Mi.)</u>	<u>Est. Cost (\$)</u>	<u>Comment</u>
Forest Grove (CC Rd to CR 321)	1.05	145,153.07	Leveling/overlay
East Winningkoff (Orr to Welborn)	0.50	45,599.64	Leveling/overlay
East W'koff(1,360' east of W'born)	0.35	56,137.02	Milling/overlay
Creekview	0.16	19,266.72	Leveling/overlay
Creek Bend	0.23	28,195.20	Leveling/overlay
Honeysuckle Ln	0.69	85,760.40	Leveling/overlay
Cimarron Tr	0.26	41,953.93	Milling/overlay
Santa Fe Tr	0.18	28,672.47	Milling/overlay
Chisholm Tr	0.28	45,271.42	Milling/overlay
Indian Tr	0.12	18,714.26	Milling/overlay
<b>Total</b>	<b>3.82 Mi.</b>	<b>\$514,724.13</b>	

APAC has the asphalt contract with Dallas County that the City can utilize, through the existing Interlocal Agreement, for this asphalt maintenance contract. Please see the attached estimates by APAC for the milling/cement stabilization base work and the asphalt leveling/overlay work.

A 5% contingency in the amount of \$25,736 is requested for the \$514,724 APAC estimate, for possible tonnage quantity overruns due to the varying depth requirement for the asphalt. With that contingency, the Total Project Estimate is \$540,460.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the Capital Roadway Improvements as presented and authorize Staff to utilize the existing Interlocal Agreement with Dallas County for pavement maintenance for the various roads, not to exceed an amount of \$540,460. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

7) Discuss and Consider the update of the Stinson Road Bridge. **[Caudell]**

**Background:** Muddy Creek currently flows under Stinson Road through two, 7-foot diameter metal pipe culverts. During the heaviest rain event, once every year or so, the creek overtops Stinson Road. When this happens, City staff barricades the road for a few hours, until the water recedes from the road surface. During this time, local traffic and emergency responders have to be diverted, resulting in inconveniences and increased response times. Also, residents immediately upstream have voiced concerns about the floodwaters backing up on their property, as a result of the obstructing effect the road has on the creek.

Stinson Road is shown on the City's Thoroughfare Master Plan as a Minor Collector, which calls for a wider, 2 lane roadway. The bridge, and approaches, would be designed to accommodate a future widening of Stinson Road. BW2 Engineers, Inc. has been contracted to develop a preliminary design and present it to Council, before the City authorizes the final design.

Replacing the inadequate pipe culverts with a bridge was identified as a potential project in the presentation to Council, for funding with C.O. Bonds.

The engineer's estimate for the entire project, including bridge and roadway approaches is \$1,300,000.

**Current Status:** Since the bridge design contract was awarded to BW2, the City decided to go ahead with the 12" water line design and construction project for Stinson Road, due to the demand from residential development along Stinson Road. Rather than build a section of 12" water line, just at the bridge, with the bridge project, it is now planned to build the entire Stinson Road 12" water line.

The water line design is complete and the easement acquisition is nearing completion. Construction is scheduled to begin immediately after easement acquisition is complete.

Now that the 12" water line project is ready to go to construction, the preliminary bridge design work can be completed. For the preliminary bridge design, the hydraulic analysis has been completed and the geotechnical work for the foundations is complete. The conceptual drawings of the bridge are being completed for the City to review.

**Staff Recommendation:** Staff's recommended option for bridge final design and construction timing is to incorporate the bridge construction into the road widening project, when the road is ready to be widened. In the interim, a supplemental pipe would be added to provide additional flood protection, until the bridge is built.

The work done by this preliminary design will be utilized during final design, so that effort will not be wasted.

There was some discussion in the timing of the roadway needing to be widened. It was recommended that the city should consider within the next five (5) years widening Stinson Road to include 24' roadway with 4' shoulder on each side.

Ilene Mogul, 651 Stinson Road, came forward to express her desire to keep Stinson Road as it is today. Ms. Mogul stated that she was the spokesman for the Stinson Road residents, and was surprised that not more of them were present at tonight's meeting. Ms. Mogul did not feel that the bridge needed to be replaced as it was her opinion that there never appeared to be a problem with the water.

There is no action necessary on this item; it was presented to Council as a status update for the Stinson Road bridge project.

- 8) Discuss and Consider the approval of a contract between the City of Lucas and BW2 Engineers, Inc. concerning design services for an 8" waterline project along Osage Lane, from Southview Drive, east to the end of Osage. **[Caudell]**

The residences along the south side of Osage Lane were recently annexed into the City. The existing water system that serves these residences is a substandard line with high maintenance. The residents have purchased water from Seis Lagos.

As part of the annexation process, the City is obligated to provide standard water service, which the current system would not meet. The new line will also provide fire hydrants to enhance fire protection.

This project is approximately 2,600' in length and construction is estimated to cost \$210,000 (not including the \$29,800 for the BW2 contract).

After bidding, a contractor will be selected, and the construction contract will be brought to Council for approval. The funds for the project will come from reserves or the budget, depending on water sales.

**MOTION:** Councilmember Wayne Millsap made a Motion to approve the contract between the City of Lucas and BW2 Engineers, Inc. concerning design services for an 8" waterline project along Osage Lane, from Southview Drive, east to the end of Osage, for an amount not to exceed \$29,800. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 9) Discuss and Consider the approval of the minutes from the February 21, 2013 City Council meeting. **[Wingo]**

**MOTION:** Councilmember Jim Olk made a Motion to approve the minutes from the February 21, 2013, City Council meeting as presented. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

- 10) Discuss and Consider the approval of moving forward with the design phase of the Fire Department Expansion Project. **[Kitchens]**

At the present time the estimated cost is approximately \$2,780,000. However, until the City moves into the next phase, that being the design phase, there could not be a more exact estimate of the cost.

Councilmember Jim Olk would like to know an amount not to exceed and to know what will this part of the contract entail. Councilmember Jim Olk went on to ask for a copy of the contract so that it could be reviewed by Council.

The City Council recessed for five (5) minutes to allow time for the City Manager to provide copies of the contract.

The City Council convened back into the Regular Meeting at 8:24 p.m.

The City Council was provided a copy of the contract for review.

On June 21, 2012, the City Council authorized an amount not to exceed \$210,000 for architect services. The Council continued to review the contract amounts as well as the various phases of the project. What Council is asked to approve tonight is to move into the schematic design phase of the project.

Councilmember Wayne Millsap stated that since the City Council has not been provided enough information prior to tonight's meeting, it is suggested that this item be brought back to the next meeting. Mayor Pro Tem Kathleen Peele suggested that the Fire Department Advisory Committee might need to take a look at this as well to make recommendations to the City Council. Councilmember Wayne Millsap did not feel that was necessary but thought Council needed more time to prepare.

After further review of the cost estimates within the contract, Councilmember Jim Olk stated that the City might not get a clearer picture of the exact costs until the schematic design phase is complete. Using the costs estimated in the contract it appears that this phase would cost approximately \$23,000.

**MOTION:** Councilmember Wayne Millsap made the Motion to move forward with the schematic design phase of the Fire Department Expansion Project, using part of the \$210,000 funds approved back on June 21, 2012 by the City Council. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

11)Adjournment.

**MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 8:35 p.m. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on March 21, 2013.

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Rebecca Mark, Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC, City Secretary



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: March 13, 2013

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider the approval of **Resolution # R-2013-03-00396** of the City Council of the City of Lucas, Texas, canceling the May 11, 2013, General Election for City Officers and declaring each unopposed candidate elected to office; ordering the posting of this resolution at each polling place on election day; providing that this resolution shall be cumulative of all resolutions; providing a repealing clause; providing a severability clause; and providing an effective date.

### RECOMMENDED ACTION:

Approve as presented.

### SUMMARY:

See attached.

### MOTION:

I make a Motion to approve **Resolution # R-2013-03-00396** of the City Council of the City of Lucas, Texas, canceling the May 11, 2013, General Election for City Officers and declaring Councilmember(s) Debbie Fisher and Kathleen Peele elected for a period of three (3) years, with terms ending May 2016.

APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: /

City Manager: /

Certification of Unopposed Candidates  
By the City Secretary

STATE OF TEXAS  
COUNTY OF COLLIN  
CITY OF LUCAS

I, the undersigned, Kathy Wingo, certify that I am the City Secretary of the City of Lucas, Texas and the authority responsible for preparing the ballot for the May 11, 2013 General Municipal Election. I further certify that no proposition is to appear on the ballot at the election, no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

Debbie Fisher, Councilmember, Seat 5; and  
Kathleen Peele, Councilmember, Seat 6

WITNESS MY HAND AND SEAL OF OFFICE in Lucas, Texas, this 21<sup>st</sup> day of March, 2013.

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Kathy Wingo, TRMC, MMC  
City Secretary  
City of Lucas, Texas

SEAL:

**RESOLUTION # R-2013-03-00396**  
**[Cancellation of May 11, 2013 General Election]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, CANCELING THE MAY 11, 2013 GENERAL ELECTION FOR CITY OFFICERS AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; ORDERING THE POSTING OF THIS RESOLUTION AT EACH POLLING PLACE ON ELECTION DAY; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE OF ALL RESOLUTIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 7, 2013, the City Council ordered a general election to be held on May 11, 2013, for the purpose of electing two (2) councilmembers to serve on the city council; and

**WHEREAS**, no proposition is to appear on the ballot in said general election; and

**WHEREAS**, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

**WHEREAS**, the City Council has received the City Secretary's written certification that each candidate is unopposed for the election; and

**WHEREAS**, in these circumstances, Subchapter C of Chapter 2 of the Election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the general election. Now Therefore,

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

**SECTION 1.** The following candidates, who are unopposed in the May 12<sup>th</sup>, 2012, general election, are hereby declared elected to the specified offices and shall be issued a certificate of election:

Debbie Fisher, Councilmember, Seat 5, term ending May 2016  
Kathleen Peele, Councilmember, Seat 6, term ending May 2016

**SECTION 2.** The City Secretary is directed to post a copy of this resolution at each designated polling place on May 11, 2013.

**SECTION 3.** That all provisions of the resolutions of the City of Lucas in conflict with the provisions of this resolution by the same are hereby repealed and all other provisions of the resolutions of the City of Lucas not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 4.** That if any section, paragraph, sentence, subdivision, clause, phrase or provision of this resolution be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this resolution as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this resolution or any other provision of the resolutions of the City of Lucas.

**SECTION 5.** This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on the 21<sup>st</sup> day of March, 2013.

APPROVED:

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Rebecca Mark, Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC,  
City Secretary

APPROVED AS TO FORM:

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Joseph Gorfida, Jr. City Attorney  
(26004)



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: March 13, 2013

Budgeted Amount: \$ N/A

Exhibits: ☒ Yes ☐ No

### AGENDA SUBJECT:

Discuss and Consider the approval of **Resolution # R-2013-03-00397** of the City Council of the City of Lucas, Texas, establishing guidelines for the preparation of the agenda for City Council meetings.

### RECOMMENDED ACTION:

Approve as presented.

### SUMMARY:

See attached.

### MOTION:

I make a Motion to approve **Resolution # R-2013-03-00397** of the City Council of the City of Lucas, Texas, establishing guidelines for the preparation of the agenda for City Council meetings.

APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: /  
City Manager: /

# **RESOLUTION # R-2013-03-00397**

## **[Agenda Procedures]**

**WHEREAS**, the Home Rule Charter does not provide a procedure for the agenda preparation; and

**WHEREAS**, the City Council has determined that it is in the best interest of all concerned to establish guidelines for the preparation of the agenda for City Council meetings; and

**WHEREAS**, the City Council has determined that establishing a procedure for allowing routine business to be placed on a Consent Agenda would expedite the business matters of the Council.

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

### **SECTION I - DEFINITIONS**

1. Regular Meeting- a meeting of the City Council to conduct its business as set forth in the Home Rule Charter will be held on the first and third Thursday of each month unless otherwise scheduled by City Council.
2. Special Meeting- a meeting of the City Council that is not a Regular Meeting. Per the Home Rule Charter Section 3.14 (2) a Special Meeting shall be called by the Mayor or a majority of the Councilmembers upon provision of public notice in accordance with State Law.
3. Work Session- a meeting of the City Council called for the purpose of exchanging information about the public business or policy. No action is taken by Council during Work Sessions.
4. Agenda Packet- supporting documentation for agenda items.
5. Routine Business- items of normal city business including: canvassing an election, authorizing a contract, zoning which has previously been discussed at a public hearing, approval of minutes, grant deeds, grant of easements, final reading and adoption of ordinances, auditor's reports as to cash count, standard subdivision agreements, calls for bids, reports of administrative actions and proposals, leases and agreements approved in principle, and rescheduling or cancelling regular meetings.

### **SECTION II – AGENDA PREPARATION**

1. Regular Meeting agendas should be posted by the Friday before said meeting by 5:00 p.m. but in no case later than 72 hours before the scheduled time of the meeting as provided by State Law.
2. The deadline for requesting that an item be placed on the agenda by submitting a written request to the City Secretary by the Tuesday of the week before said meeting by 12:00 p.m. Items placed on the agenda must be of sufficient clarity to enable the general public to determine the nature of the issue for consideration and the type of Council action required, if any. The request and documentation will be reviewed by the City Manager and Mayor prior to being placed on the agenda. The City Manager and/or Mayor reserve the right to pull any item from the agenda if supporting documentation is deemed inadequate.
3. Items may be placed on the agenda by the following:
  - a. The Mayor or any Councilmember, as provided for in Section II, 2.
  - b. The City Manager, City Secretary, and City Attorney for items dealing with the operations or administration of their respective job functions.

### **SECTION III – CONSENT AGENDA**

Routine business which is brought before Council will be consolidated under the heading “Consent Agenda”. All items appearing under Consent Agenda shall be approved, adopted, accepted, or enacted by one motion and one vote of Council. If the Consent Agenda contains minutes of meetings which one or more Councilmembers did not attend, an abstention will be recorded for those members. The agenda will contain the names of those absent from each meeting in parentheses after the meeting date to officially record the abstention. Items may be removed from the Consent Agenda by the Mayor, a Councilmember, or a member of the public for separate discussion and action.

### **SECTION IV – CITIZEN INPUT DURING MEETINGS**

1. CONDUCT
  - a. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from loud private conversations while Council is in session. Attendees shall not address the Council except as provided herein.
  - b. Placards, banners or signs will not be permitted in the Council Chambers or in any other room in which the City Council is

meeting. Exhibits, displays and visual aids used in connection with presentations to the Council are permitted.

- c. Only City Councilmembers, city staff, and scheduled consultants may step to the dais. If information or documents need to be presented to the Council, it must be provided to the City Secretary who shall distribute such material.
- d. All remarks and questions shall be made to the Mayor or Council as a whole, and not to individual Councilmembers.

## 2. COMMENTS

- a. Any person who wishes to address the Council must first register with the City Secretary by submitting a completed "Request to Speak" form. This form may also be used by citizens to show their support or opposition to an agenda item without having to address the Council.

Regular Meetings: Citizen Input is allowed on posted agenda items when those items are addressed in the meeting. Other public comments are heard at the beginning of the meeting.

Special Meetings and Work Sessions: Citizen Input may be allowed on posted agenda items only. (See Sec. II. 7.) Council may set time limits on Citizen Input as necessary. Groups coming to address the Council are encouraged to select representatives in order to conserve speaking time and reduce repetitive or redundant comments.

- b. In accordance with the Texas Open Meetings Act, the Council cannot take action on or discuss any subject brought up during Citizen Input; however, the Mayor or Council may add the issue to a future Council agenda or refer it to the proper city department for action.
- c. Comments will be heard prior to deliberations by the Council. Persons wishing to speak on any agenda item must submit a Request to Speak form prior to the beginning of discussion on that item. Each person shall be recognized by the Mayor, and will be allowed to speak one time for each agenda item listed on their Request to Speak form.
- d. When their name is called to speak, each person shall come to the designated microphone, state their name and address, limit their

presentation to three (3) minutes and restrict the comments to the subject being discussed. The Mayor may allow a speaker to exceed the three minute time limit if the information presented is of value to the discussion and does not unduly prolong the meeting. A majority of Council may also allow a speaker to continue after the Mayor has announced the end of the speaker's time.

- e. If a speaker's comments will be longer than three (3) minutes, the Council encourages remarks to be prepared in writing and provided to each member through the City Secretary.
- f. During Public Hearings the applicant will be allowed a maximum of ten (10) minutes to make a presentation and five (5) minutes for rebuttal if necessary. The Mayor or a majority of Council has the right to adjust or extend times as necessary to ensure a fair and open hearing.
- g. The Mayor has the responsibility and duty to rule a speaker out of order if the comments made are of a personal nature, or are in any other manner disruptive to the orderly conduct of business of the Council. If the Mayor does not act promptly, a "Point of Order" motion from any Councilmember can request the Mayor to call the speaker out of order. If the Mayor still does not act, the Councilmember may call for a "Point of Privilege" and move for a vote of the Council to restrict the speaker. A majority vote of the Council will require the Mayor to immediately rule the speaker out of order.

## **SECTION V – ATTENDANCE**

Any member of Council who misses a meeting will contact the Mayor, City Manager or City Secretary prior to the meeting with the reason for the absence.

## **SECTION VI – MISCELLANEOUS**

- 1. Call to Order - The Mayor, or in the absence of the Mayor, the Mayor Pro-tem shall call the meeting to order. In the absence of the Mayor and Mayor Pro-tem, the City Secretary shall call the meeting to order and a temporary presiding officer shall be elected.
- 2. Conflict of Interest - A Councilmember prevented from voting due to a conflict of interest shall leave the meeting during the debate, shall not vote on the matter, and shall otherwise comply with current state law, and ordinances concerning conflicts of interest.

## SECTION VII

This Resolution shall supercede any preceding Resolutions regarding City Council agenda preparation and conduct of meetings.

**PASSED AND APPROVED** this 21<sup>st</sup> day of March, 2013.

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Rebecca Mark, Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary

APPROVED AS TO FORM:

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Joe Gorfida, Jr., City Attorney



## City of Lucas Council Agenda Request

Council Meeting: March 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits: ☐ Yes ☒ No

### AGENDA SUBJECT:

Adjournment.

### RECOMMENDED ACTION:

### SUMMARY:

### MOTION:

I make a Motion to adjourn the meeting at \_\_\_\_\_ p.m.

APPROVED BY: \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ /

City Manager: \_\_\_\_\_ /