



PUBLIC NOTICE
City Council Meeting
June 6, 2013, at 7:00 PM
City Hall - 665 Country Club Road

Notice is hereby given that a Regular Meeting of the City Council of the City of Lucas will be held on Thursday, June 6, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

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.

1) Citizens' Input.

Community Interest

2) Items of Community Interest.

- a) Reminder that June 1st Stage 3 Water Restrictions go into effect. The goal of the Stage 3 Water Restrictions is a 10% reduction in water use and increased awareness in ongoing water conservation efforts. Under Stage 3, residential and business customers will be limited to

landscape watering and sprinkler or irrigation systems once every seven (7) days.

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.

- 3) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-06-00758** approving the request by Murphy Oil for a Specific Use Permit (SUP) for the operation of a Refueling Station. The property to be considered is located in Collin County, Texas, and described as follows: ABS A0821 William Snider Survey, Tract 32, 6.47 acres, more commonly known as the Sterling property adjacent to Angel Parkway, just north of the existing Walmart, 601 South Angel Parkway. **[This is the 2nd Public Hearing, the 1st Public Hearing was held by the Planning & Zoning Commission on May 9, 2013]**

Regular Agenda

- 4) Discuss and Consider an update to HB 339, relating to the authority to propose the creation of a fire control, prevention, and emergency medical services district. **[Mark]**
- 5) Discuss and Consider the approval of the minutes from the May 16, 2013 City Council meeting. **[Wingo]**
- 6) Discuss and Consider the approval of a final plat for Stinson Highlands, Phase 2, 66.103 acres out of the John Gray Survey, Abstract # 349, Lewis P. Turner Survey, Abstract # 901, George Gunnel Survey, Abstract # 352 Lucas, Collin County, Texas. **[Hilbourn]**
- 7) Discuss and Consider the approval of a landscape plan for Kwik Lube Industries operating a minor automotive repair at Tract 32 of the William Snider Survey on Angel Parkway, just north of the exiting Walmart. **[Hilbourn]**

- 8) Discuss and Consider the approval a Development Agreement between the City of Lucas and Centurion Acquisitions LP concerning a 53 acre tract of land on W. Forest Grove Road. **[Hilbourn]**
- 9) Discuss and Consider the approval of **Ordinance # 2013-06-00759** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4, "Business Regulations", by adding Article 4.06 titled "Alcohol Sales" by adding Sections 4.06.001 and 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities; providing for a severability clause; providing for a repealing clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500) for each offense; and providing for an effective date. **[Hilbourn]**
- 10) Discuss and Consider the approval of the Modification of Contractual Agreement for Ambulance Service between the City of Lucas and Southeast Collin County EMS Coalition. **[Kitchens]**
- 11) Discuss and Consider an update of the Fund Reserve and 2011 COs. **[Jenkins]**
- 12) Discuss and Consider schematic design of the fire department. **[Jenkins]**
- 13) Discuss and Consider an amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects. **[Jenkins]**
- 14) Discuss and Consider amending the Code of Ordinance, Chapter 5, Fire Prevention and Protection, Article 5.03 Fire Code, Section 5.03.002 Amendments, concerning burning inside the city limits. **[Fisher]**
- 15) Discuss and Consider appointing a member of Council to serve as a voting representative to the North Central Texas Council of Governments General Assembly (NCTCOG). **[Jenkins]**
- 16) Discuss and Consider the cancellation of the July 4th City Council Regular meeting. **[Jenkins]**
- 17) Adjournment.

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.

Approval

Approved by: Mayor Rebecca Mark, May 31, 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, May 31, 2013, as required in accordance with Government Code §551.041.

Kathy Wingo, TRMC, MMC
City Secretary

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.

LUCAS CITY COUNCIL

Meeting Date June 6, 2013

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
-

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 June 6, 2013, at 7:00 p.m., in the City Hall Council Chambers.

Item #3

The Murphy Oil SUP was approved at the P&Z last month with the major addition that they modify the hours to M-Thu and Sunday 5a.m.-11 p.m. and 5 a.m.-12 a.m. Friday-Saturday. They did state they preferred a 24-hour operation at the meeting. Murphy also updated the look of the facility and removed the red/blue stripes. There was additional information on drainage, traffic, and noise.

Item #8

This item involves a development agreement between the City of Lucas and Centurion Acquisition LP. The major items in the agreement involves Forest Grove Road modifications and waterline upgrades.

In the comprehensive plan, Forest Grove Road is straightened out in this area, so staff has recommended crediting the developer street impact funds in exchange for them straightening out the roadway. This will cost the developer 7 acres, so to make up the difference; they are requesting some 1.5-acre lots to compensate. This would still make the area the same density.

Also the developer will construct an eight inch waterline along the Forest Grove Road and the line will connect into an existing eight inch line.

Item #9

This ordinance would be added to Chapter 4 and would address alcohol sales issues within the city. I have been told the petition has been circulating for beer and wine sale in the city, so we need to be prepared with the appropriate regulations.

Sec. 4.06.001 prohibits the sale of alcohol near churches, schools, and hospitals. Three hundred feet is the given prohibition distance; however, if the school district or a private makes a request, then it be changed by resolution to one thousand feet. There are some additional exceptions in this section.

Sec.4.06.002 Restricts alcohol sales to near day-care center or child-care centers.

Look this ordinance over closely as we do need to get something on the books within the next few months.

Item #10

The Coalition has agreed to allow us to extend our EMS service contract with East Texas until March 2014, and the agreement provides us with additional months of extensions in case we need them. We would be responsible for paying at least six months of the new contract. During the current budget year, we estimated with backup fees and quarterly East Texas cost we would pay up to \$60,000.

For the full year in 2013-14, the quarterly fee is \$16,014 and estimated backup fees of \$37,473, which we would be responsible for the subsidy and the appropriate backup fees. Once we reach March and we are on the month to month, we would pay 1/12 each month of the subsidy and the backup fees. We also would have to provide a 30 day written notice of cancellation. Once we leave the coalition we would not be required to pay the remaining portion of subsidy or estimated backup fees.

I would approve this agreement.

Item #11 and 12

We will have a presentation on both items. We need to decide on the schematic design and what to do moving forward. We are providing the financial information, so you can better understand where the funding would come from for the station.

Item #13

The architects have requested an amendment to their agreement based on the design from the schematic phase. We currently have \$205,000 in the budget, so we need to change the budget in 2013-2014 to include this new amount if approved.

Item #15

Each year the Council needs to appoint a representative to the North Central Council of Government General Assembly. This representative needs to be a council member. Here is the information on the next General Assembly from the COG website:

[General Assembly](#)

The annual General Assembly of the North Central Texas Council of Governments will be held Friday, June 14, 2013 at the Hilton Arlington Hotel. This annual meeting brings together local elected officials and government professionals from across the region; legislators representing North Central Texas; NCTCOG's past presidents, board members, and committee members; state and federal agency representatives; and other special guests.

The meeting will include the election of officers and directors to the 2013-2014 Executive Board and the presentation of four regional awards.

Local officials are encouraged to nominate individuals for membership on the Executive Board, and anyone may nominate individuals and jurisdictions for the regional awards. To nominate, go to Executive Board and Regional Award Nominations.

Item #16

In July, the council meeting would fall on July 4th, so I am recommending we cancel this meeting.



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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: June 6, 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.

- Reminder that June 1st Stage 3 Water Restrictions go into effect. The goal of the Stage 3 Water Restrictions is a 10% reduction in water use and increased awareness in ongoing water conservation efforts. Under Stage 3, residential and business customers will be limited to landscape watering and sprinkler or irrigation systems once every seven (7) days.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

No action necessary.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____



City of Lucas City Council Agenda Request

Council Meeting: June 6, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: April 29, 2013

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-06-00758** approving the request by Murphy Oil for a Specific Use Permit (SUP) for the operation of a Refueling Station. The property to be considered is located in Collin County, Texas, and described as follows: ABS A0821 William Snider Survey, Tract 32, 6.47 acres, more commonly known as the Sterling property adjacent to Angel Parkway, just north of the existing Walmart, 601 South Angel Parkway.

RECOMMENDED ACTION:

Recommend approval of requested SUP, with conditions.

1. Right deceleration lane into the northern most entrance to the 6.7 acre site holding the 1.125 acre parcel containing the Murphy oil.
2. A monument sign if applicable similar in design to the existing Wal-Mart with a frame in the shape of an L, made of Austin stone with Horses and a depiction of Texas with a star showing where Lucas is within the state.
3. Side walk designed in the same manner as the existing side walk to the South of the property.
4. Replace the proposed Honey Locus thorn less with trees similar to the trees planted on the existing site to the south
5. Hours of operation 5:00 A.M. to 11:00 P.M.
6. No filling of propane tanks on site.

SUMMARY:

Yezenia Ortiz has submitted an application on behalf of Bassam Ziada, a project manager for Murphy Oil, for an SUP for a refueling station in the Commercial Business (CB) district adjacent to Angel Parkway and just to the north of the existing Walmart. The property is more formally known as ABS A0821 William Snider Survey, Tract 32, 6.47 acres.

MOTION:

I make a Motion to approve/deny **Ordinance # 2013-06-00758** approving the application request by Murphy Oil for a Specific Use Permit (SUP) for the operation of a Refueling Station. The property to be considered is located in Collin County, Texas, and described as follows: ABS A0821 William Snider Survey, Tract 32, 6.47 Acres, more commonly known as the Sterling property adjacent to Angel Parkway, just north of the existing Walmart.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input type="checkbox"/>	Code of Ordinances
<input checked="" type="checkbox"/>	Other

ORDINANCE #2013-06-00758
[Special Use Permit for Refueling Station
601 South Angel Parkway]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF A REFUELING STATION FOR LAND ZONED COMMERCIAL BUSINESS (“CB”) FOR A TRACT OF LAND IN THE CITY OF LUCAS, TEXAS, COMMONLY KNOWN AS THE STERLING PROPERTY AND LOCATED ADJACENT TO ANGEL PARKWAY (ALSO KNOWN AS 601 SOUTH ANGEL PARKWAY) ON THE PROPERTY KNOWN AS ABS A0821 WILLIAM SNYDER SURVEY, TRACT 32, CONSISTING OF 6.47 ACRES AND FURTHER DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR THE APPROVAL OF THE LANDSCAPE PLAN ATTACHED HERETO AS EXHIBIT D; PROVIDING FOR THE APPROVAL OF THE ELEVATION PLAN ATTACHED HERETO AS EXHIBIT “E”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a change in zoning to grant a Special Use Permit to allow the operation of a refueling station on land zoned as CB, more commonly known as the Sterling property and located adjacent to Angel Parkway on the property known as ABS A0821 William Snyder Survey, Tract 32, consisting of 6.47 acres, and

being more particularly described in Exhibit “A” and depicted in Exhibit “B” attached hereto and made a part hereof for all purposes.

SECTION 2. That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, and the regulations imposed within the Commercial Business District, subject to the following conditions and requirements:

1. The Property shall be used for the operation of a refueling station only;
2. The Property shall be developed in accordance with the Site Plan attached hereto as Exhibit “C” and made a part hereof for all purposes;
3. The Property shall be developed in accordance with the Landscape Plan attached hereto as Exhibit “D” and made a part hereof for all purposes;
4. The Property shall be developed in accordance with the Elevation Plans attached hereto as Exhibit “E” and made a part hereof for all purposes;
5. No refueling of propane tanks shall occur on the Property;
6. The exterior elevations of the building shall incorporate a minimum of 75% Austin stone as provided in the Elevation Plan; and
7. The hours of operation shall be from: Sunday - Thursday 5 am. to 11 p.m.; and, Friday – Saturday 5 a.m. to 12 a.m.

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

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

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

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the

sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 6TH DAY OF JUNE, 2013.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joe Gorfida, Jr., City Attorney
(JJG/05-15-13/59904)

Kathy Wingo, TRMC, MMC, City Secretary

Exhibit A

Legal Description for Murphy Oil

BEING a 1.125 acre tract of land in the William Snider Survey, Abstract Number 821 in the City of Lucas, Collin County, Texas and being a portion of a 6.476 acre tract of land recorded in Inst. No. 20070604000748030 of the Official Public Records of Collin, County, Texas and being more particularly described as follows:

BEGINNING at a iron rod with aluminum cap found for the southwest corner of said 6.476 acre tract of land and being the northwest corner of Lot 1, Block A of Walmart Lucas Addition recorded in Cabinet 2012, Page 457 of the Plat Records of Collin County Texas and being located in the east line of F.M. 2551 (variable width);

THENCE with the east line of said F.M. 2551, NORTH 00°37'30" WEST a distance of 147.00 feet to a 5/8 inch iron rod set for corner;

THENCE departing the east line of said F.M. 2551, NORTH 89°44'30" EAST a distance of 333.31 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°37'30" EAST a distance of 147.00 feet to a 5/8 inch iron rod set in the south line of said 6.467 acre tract of land and the north line of said Lot1;

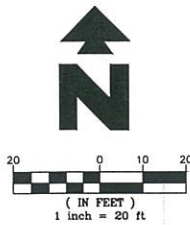
THENCE along the south line of said 6.467 acre tract of land, SOUTH 89°44'30" WEST a distance of 333.31 feet to the POINT OF BEGINNING;

CONTAINING 1.125 acres or 48,997 square feet of land more or less all according to that survey prepared by A.J. Bedford Group, Inc..

SITE PLAN CHECKLIST

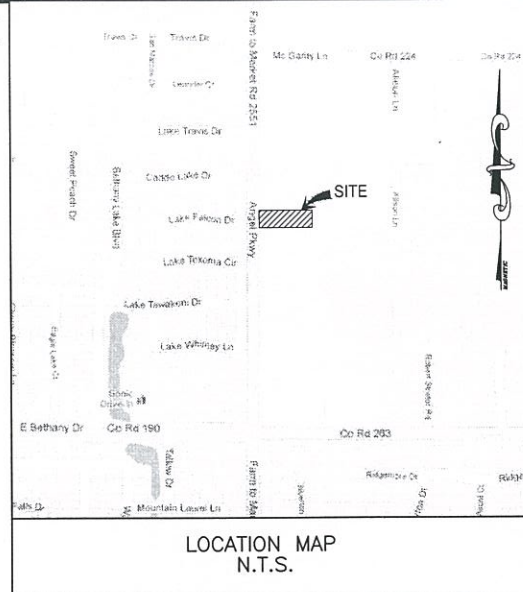
NO TREES EXIST ON THE PRE-DEVELOPED SITE, IT HAS BEEN USED AS FARM LAND.
 THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE LUCAS, TEXAS, COMMUNITY PANEL NUMBER 480504051 DATED JUNE 2, 2009.
 THE SITE WILL BE PAVED WITH A MINIMUM 5-INCH CONCRETE PAD OVER PREPARED BASE MATERIAL, DUMPSTER AND TANK PADS ARE 8-INCH CONCRETE WITH SPECIFIED REINFORCEMENT.
 NO OFF-SITE PARKING IS PROPOSED.

ZONING:
 CB (COMMERCIAL BUSINESS)



GENERAL SITE NOTES

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RETURN RADI SHALL BE 2', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON:
 - ALL CURB ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 1A.
 - PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE PAVING PLAN OVER THE ENTIRE PARKING LOT AREA AND ALL APPROACH DRIVES.
 - SEE ASSOCIATED PLANS FOR CANOPY, COLUMN, PUMP ISLAND DETAILS AND LAYOUT.
- CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED LIGHT FIXTURES AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY LIGHT POLES OR SIGNS SHALL NOT EXCEED 24 HOURS.
- THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWINGS IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE PROPOSED LAND USE IS COMMERCIAL.
- THE SITE IS CURRENTLY ZONED CB AND IS VACANT. THE PROPOSED LAND USE IS A GAS STATION TO INCLUDE A 1200 SF BUILDING, 8 PUMP ISLANDS, 2-20,000 GALLON UNDERGROUND STORAGE TANKS AND ASSOCIATED SITE IMPROVEMENTS.
- INGRESS AND EGRESS TRAFFIC ACCESS WILL BE VIA THE EXISTING WAL-MART ENTRANCE DRIVE, NO CURB CUT IS PROPOSED FOR THIS SPECIFIC PARCEL.
- WATER AND SEWER SERVICES ARE AVAILABLE TO THE SITE AS PROVIDED BY THE CITY OF LUCAS. ELECTRIC WILL BE PROVIDED BY OCCC, AND TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.
- PROPERTIES TO THE NORTH AND SOUTH OF THE SITE ARE ZONED COMMERCIAL, THE PROPERTY TO THE WEST IS ZONED E (REAL FARM & RANCH SINGLE FAMILY) AND THE DEVELOPMENT ON THE EAST SIDE OF FM2551 IS NORTH BETHANY LAKE ESTATES #2 WHICH IS ZONED A (RESIDENTIAL SINGLE FAMILY).
- THE SITE IS CURRENTLY ZONED COMMERCIAL AND IS IN CONFORMANCE TO THE COMPREHENSIVE PLAN.



LOCATION MAP N.T.S.

EXISTING

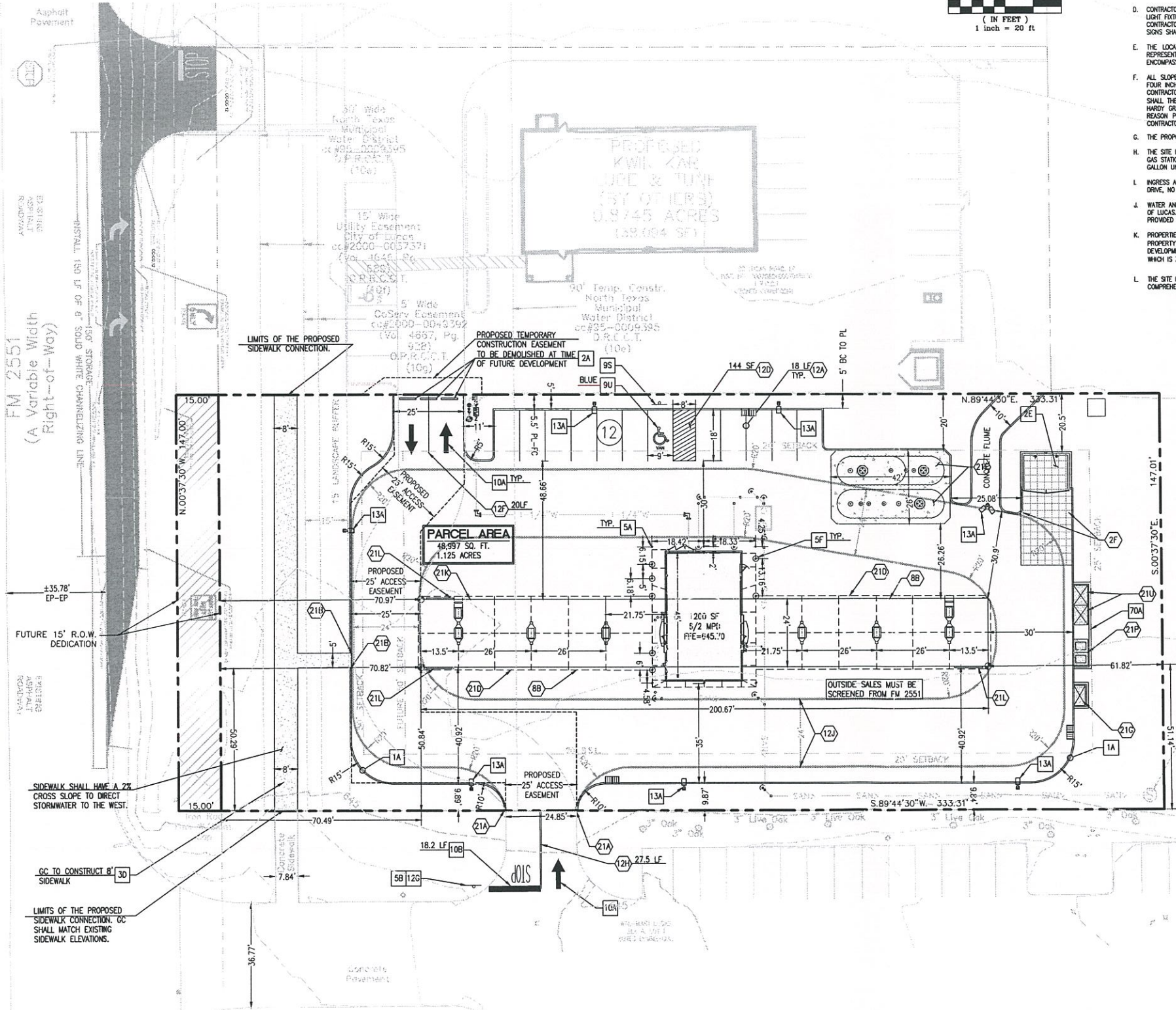
- IRF Iron Rod Found
- IRS Iron Rod Set
- PP Power Pole
- GW Guy Wire
- FW Fire Hydrant
- WH Water Valve
- FHS Fire Hydrant Sprinklers
- SSMH Sanitary Sewer Manhole
- LP Light Pole
- CV Control Valve
- GV Gas Valve
- RCP Reinforced Concrete Pipe
- DRCT Dead Records Colln County, Texas

PROPOSED

- BOUNDARY LINE
- CONCRETE INTEGRAL CURB
- CF CONSTRUCTION FENCE (SEE DETAIL SHEETS)
- CFP CONSTRUCTION FENCE ON PAVEMENT (SEE DETAIL SHEETS)
- BUILDING/CANOPY CONTROL POINT
- FUTURE RIGHT OF WAY DEDICATION

SITE NOTES

- DRILL (2) 3/4" x 5/8" DIA HOLES (1) EACH FOR OPEN POSITION & CLOSED POSITION OF GATES. TO BE USED ON BOTH SIDES OF GATE. SEE DIMENSIONED DETAIL.
- OVERHEAD CANOPY - (TYP.-PER CANOPY PLANS)
- 4" TRAFFIC YELLOW LAKE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
- 4" WIDE PAINTED BLUE STRIPES AT HANDICAPPED SPACES. 2.0' O.C. @ 45' (SEE SIZE INDICATED AT SYMBOL)
- PEDESTRIAN CROSSING - 4" WIDE PAINTED YELLOW STRIPES 2.0' O.C. @ 45' (SEE SIZE INDICATED AT SYMBOL)
- 4" DOUBLE TRAFFIC YELLOW LAKE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
- FIRE LANE STRIPING (PER CITY OF LUCAS CODE: FIRE APPARATUS ACCESS ROADS SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR-INCH WHITE LETTERS AT 25-FOOT INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. WHEN A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB.)
- TAPER CURB TO MATCH EXISTING CURB
- TAPER CURB FROM 6" TO 0" OVER 2'
- EDGE OF CONCRETE SLAB, PER TANK/PIPING PLANS.
- UNDERGROUND STORAGE TANKS (2 20,000 GAL.)
- AIR VACUUM LINE
- MURPHY EXPRESS ID SIGN, PER SIGNAGE PLANS AND ELEVATIONS.
- PRICE SIGN, (PER APPROVED ELEVATION)
- 5' x 10' PROPANE PAD.
- 5' x 7' ICE UNITS.



SITE PLAN CHECKLIST

EXISTING ZONING CB
 PROPOSED USE CB (SUP) GAS STATION
 TOTAL LOT AREA 48,997 SF - 1.125 AC
 SQUARE FOOTAGE OF BUILDING 1200
 BUILDING HEIGHT 1 Story
 PERCENT OF LOT COVERAGE 18' 8" TO TOP OF CANOPY (1200/48997)100= 2.45%
 PARKING PROVIDED 12 STALLS
 HANDICAP PARKING REQUIRED 1 STALL

PARKING INFORMATION: MURPHY

DESCRIPTION	BUILDING AREA (S.F)	REQUIRED:			
		RATIO /1000 S.F.	REGULAR	ACCESSIBLE	VAN ACCESSIBLE
MURPHY EXPRESS	1200	5	5	1	6
STALL DIMENSIONS:		PROVIDED:			
90' x 18'		RATIO /1000 S.F.	REGULAR	ACCESSIBLE	VAN ACCESSIBLE
		10	11	1	12

SITE DETAILS - SEE DETAIL SHEETS

- 1A INTEGRAL CONCRETE CURB
- 2A PRECAST CONCRETE WHEEL STOP (TYP.)
- 2E DUMPSTER ENCLOSURE
- 30 CONCRETE SIDEWALK
- 5A GUARD POST (SINGLE)
- 5B TRAFFIC SIGN IN BOLLARD
- 5F POLYURETHANE BOLLARD
- 9S ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN (TYP.)
- 9U ACCESSIBLE PARKING SYMBOL (SEE PAINT COLOR INDICATED AT SYMBOL)
- 10A TRAFFIC FLOW ARROW (TYP.)
- 10B STOP BAR (TYP.)
- 12C "STOP" SIGN
- 13A SITE LIGHT POLE, SEE PHOTOMETRIC PLANS FOR TYPE. SEE CIVIL DETAILS FOR MOUNTING AND POLE DETAILS.
- 70A OUTSIDE SALES MASONRY SCREEN WALL. (SEE ARCH. PLANS FOR DETAIL)

REVISIONS		
DATE	DESCRIPTION	APPROVED
02/15/13	REZONING SUBMITTAL	
03/29/13	DEVELOPMENT SUBMITTAL	

DIVISION OF ENGINEERING
SITE PLAN - EXHIBIT
 MURPHY EXPRESS LOCATED AT THE NEQ WEST LUCAS BLVD & FM 2551
LUCAS, TEXAS
 SURVEY BEDFORD GROUP, INC. DATE BOOK
 DRAWN BY RTG DATE 03/11/13 SCALE 1:20
 DESIGN BY YO/RTG DATE 02/15/13 CHECKED 03/20/13

ENGINEER: GREENBERGFARROW ENGINEER: SUEVEYOR OWNER: MURPHY OIL USA, INC.
 1430 W. PEACHTREE ST. SUITE 200 301 N. ALAMO ROAD 422 NORTH WASHINGTON ST
 ATLANTA, GA 30309 ROCKWELL, TX 75087 EL DORADO, AR 71730
 PHONE: (404) 501-4000 PHONE: (972) 722-0225 CONTACT: BASSAM SHAKA
 JANUARY 16, 2013 PHONE: (870) 875-7638

TOTAL SITE ACREAGE = 1.175 ACRES
 BASED ON THE WILLIAM SINDER SURVEY, ABSTRACT NO. 821, CITY OF LUCAS, COLLINS COUNTY TEXAS.

THIS CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS CONCEPT PLAN ALONG WITH DEVELOPMENT REGULATIONS (FOR PLANNED DEVELOPMENT REQUESTS), ARE INTENDED TO DISCLOSE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS CONCEPT PLAN AND, AS DETERMINED BY THE DIRECTOR OF PLANNING, WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN AND, AS DETERMINED BY THE DEVELOPMENT REGULATIONS.

SHEET NO. SPE

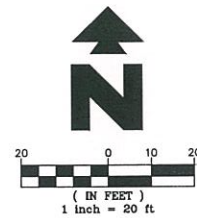
SITE PLAN - EXHIBIT
 MURPHY EXPRESS
 NEQ WEST LUCAS BLVD AND FM 2551
 LUCAS TEXAS

Greenbergfarrow
 1430 W. PEACHTREE ST. SUITE 200
 ATLANTA, GA 30309
 PHONE: (404) 501-4000
 FAX: (404) 601-9970
 DWG NAME: LUCAS.TX
 JOB NO.: 2013008

MURPHY OIL USA, INC.
 422 NORTH WASHINGTON
 EL DORADO, AR 71730

MURPHY USA

REV-0	DATE	04-16-13	REA	PRN	PM	DES	DRW
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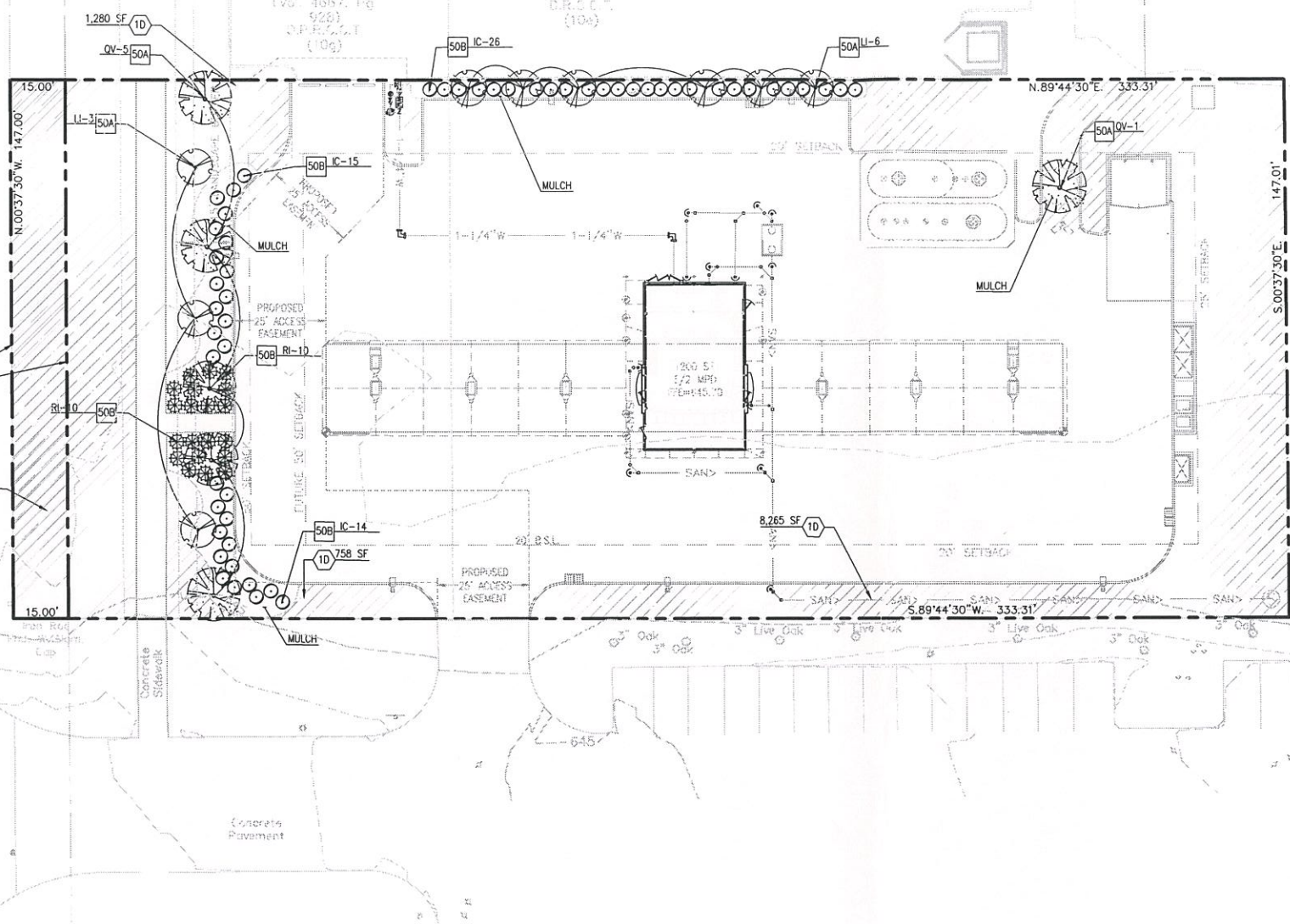


SHEET NO.

LS

FM 2551
(A Variable Width
Right-of-Way)

FUTURE 15' R.O.W.
DEDICATION



EXISTING

IRF	Iron Rod Found
RS	Iron Rod Set
PP	Power Pole
GW	Guy Wire
FH	Fire Hydrant
WV	Water Valve
FHS	Fire Hydrant Sprinklers
SSMH	Sanitary Sewer Manhole
LP	Light Pole
CV	Control Valve
GV	Gas Valve
ROP	Reinforced Concrete Pipe
DROCT	Deed Records Collin County, Texas

PROPOSED

---	BOUNDARY LINE
○	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

GENERAL LANDSCAPE NOTES

- LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE LANDSCAPE CONSTRUCTION BEGINS.
- NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
- ALL LANDSCAPE MATERIALS SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. (ANSI-200.1-1996)
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SOODED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED SHALL BE RE-SEEDING REPEATEDLY UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY STAND OF GRASS. MINIMUM ACCEPTANCE OF SEEDED LAMN AREAS MAY INCLUDE SCATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT, AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL SEEDED LAMN AREA.
- CONTRACTOR IS TO VERIFY LOCATION OF MASTER DEVELOPMENT IRRIGATION SYSTEM, VALVE BOXES, CONTROL BOXES, BACKFLOW PREVENTION DEVICES AND OTHER ITEMS WHICH ARE PART OF THE SYSTEM. IF DAMAGED THEY MUST BE REPAIRED AT CONTRACTOR'S COST.
- CONTRACTOR IS TO PROTECT EXISTING LANDSCAPING/IRRIGATION MATERIALS.
- ACCEPTANCE OF GRADING AND SEEDED SHALL BE BY LANDSCAPE ARCHITECT AND/OR OWNER. THE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITIES FOR A MINIMUM OF ONE (1) YEAR OR UNTIL SECOND CUTTING, WHICHEVER IS LONGER. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, RESEEDING, AND OTHER OPERATIONS NECESSARY TO KEEP ALL LAMN AREAS IN A THRIVING CONDITION. UPON FINAL ACCEPTANCE, OWNER SHALL ASSUME ALL MAINTENANCE RESPONSIBILITIES. AFTER LAMN AREA HAVE GERMINATED, AREAS WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER SHALL BE RE-SEEDED REPEATEDLY UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY STAND OF GRASS. MINIMUM ACCEPTANCE OF SEEDED LAMN AREAS MAY INCLUDE SCATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT, AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL SEEDED LAMN AREA.

○	LANDSCAPE NOTES
▨	10 SOODED AREA (COMMON BERMAUDA)
□	LANDSCAPE DETAILS
50A	TREE PLANTING (TYP.)
50B	SHRUB PLANTING (TYP.)

RTG
DES
YEO
FM
REA
PRN
DATE
04-16-13
REV-0

LANDSCAPE PLAN EXHIBIT
MURPHY EXPRESS
NEQ WEST LUCAS BLVD AND FM 2551
LUCAS TEXAS

GreenbergFarrow
1430 W. WASHINGTON BLVD SUITE 200
ATLANTA, GA 30309
PHONE: (404) 601-4000
FAX: (404) 601-3970
DWC NAME: LUCAS TX
JOB NO.: 20130006

MURPHY OIL USA, INC.
422 NORTH WASHINGTON
EL DORADO, AR 71730

MURPHY USA

LANDSCAPE CALCULATIONS

	REQUIRED	PROVIDED
STREETSCAPE LANDSCAPING		
1 TREE & 8 SHRUBS / 20 LF = 147 LF/20	8 TREES & 59 SHRUBS	8 TREES & 59 SHRUBS
INTERIOR LANDSCAPING		
15% OF THE OVERALL AREA = 30,793 SF X 15%	4,619 SF	11,703 SF

PLANT LIST

KEY	QTY	COMMON NAME/ BOTANICAL NAME	SIZE	REMARKS
QV	6	LIVE OAK <i>Quercus virginiana</i>	4" CAL.	16-18" HEIGHT, FULL HEAD
LI	9	CHEROKEE CRAPE MYRTLE <i>Lagerströmia indica 'Cherokee'</i>	4" CAL. (TOTAL)	7-8" HEIGHT, 5-7 CANES
RI	20	INDIAN HAWTHORN <i>Raphanostegia indica</i>	5 GAL.	36" HEIGHT, 5" O.C.
IC	55	DWARF BURFORD HOLLY <i>Ilex cornuta 'Bufordii' name'</i>	5 GAL.	36" HEIGHT, 5" O.C.

REVISIONS

DATE	DESCRIPTION	APPROVED
02/15/13	REZONING SUBMITTAL	
03/29/13	DEVELOPMENT SUBMITTAL	

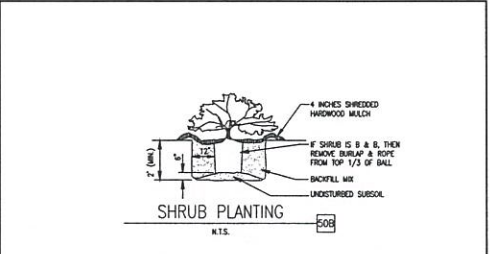
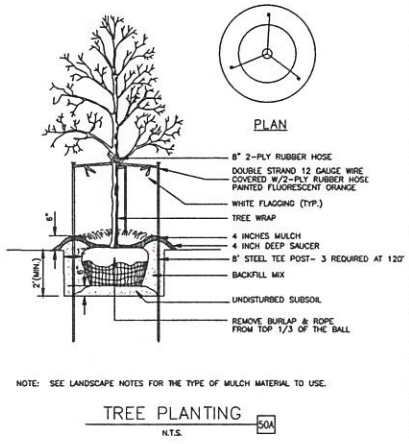
DIVISION OF ENGINEERING
LANDSCAPE PLAN - EXHIBIT
MURPHY EXPRESS LOCATED AT THE NEQ WEST LUCAS BLVD & FM 2551
LUCAS, TEXAS

SURVEY BEDFORD GROUP, INC. DATE BOOK
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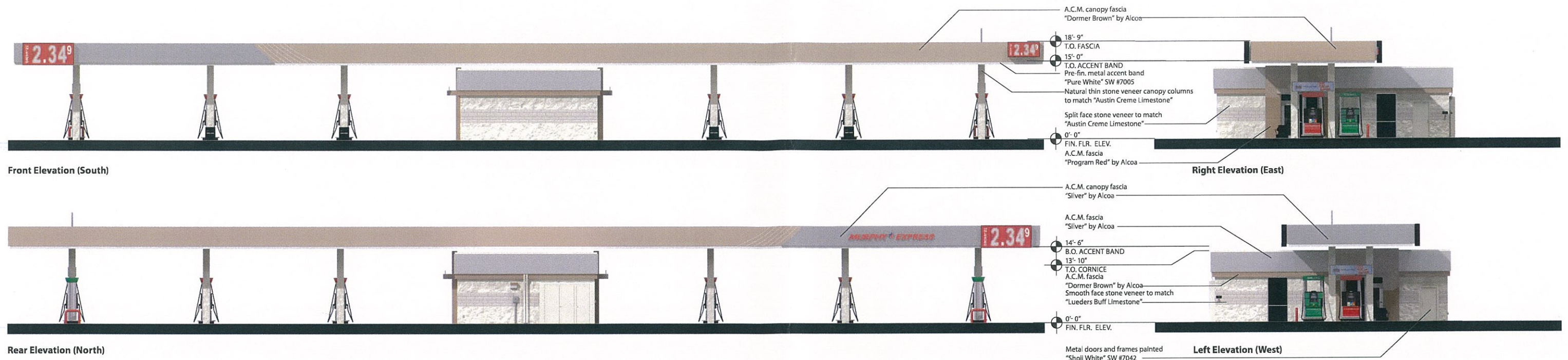
OWNER: MURPHY OIL USA, INC.
GREENBERGFARROW SURVEYOR: BEDFORD GROUP, INC. 422 NORTH WASHINGTON ST
1430 WEST PEACHTREE ST 301 N. ALAMO ROAD EL DORADO, AR 71730
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PHONE: (404) 601-4000 PHONE: (872) 722-0225 CONTACT: BASSAM BAGA
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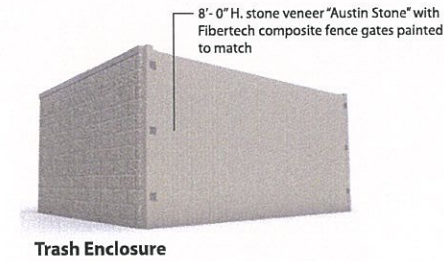
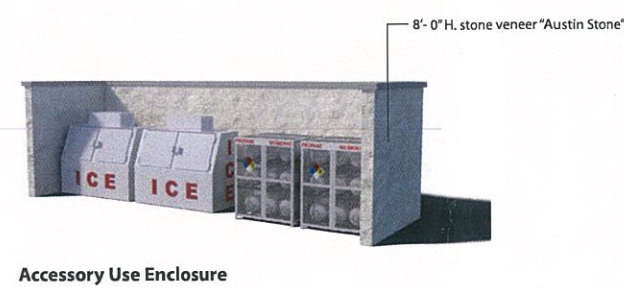
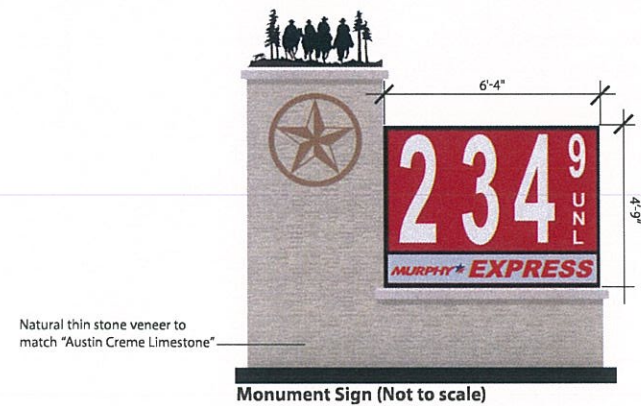


NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.



Sign	Qty.	Height	Width	Area	Total S.F.
Murphy Express logo sign	1		Graphic Area	25.00	25.00
Large Canopy Price Sign	2	51.25"	118.00"	42.00	84.00
Small Canopy Price Sign	1	24.84"	74.00"	17.54	17.54
Welcome	2	14.25"	89.13"	8.82	17.64
Island Spanner	2	25.19"	97.19"	17.00	34.00
Monument Sign	1	57.00"	76.00"	30.08	30.08
Total Signage				130.64	208.26

- City of Lucas Architectural Plan Notes
- This Façade Plan is for conceptual purposes only. All building plans require review and approval of the Building Inspection Department.
 - All mechanical units shall be screened from public view.
 - When permitted, exposed utility boxes and conduits shall be painted to match the building.
 - All signage areas and locations are subject to approval by the Building Inspection Department.
 - Roof access shall be provided internally, unless otherwise permitted by the Building Official.



NOTE: Austin Creme Limestone to match stone installed at Lucas City Hall. Possible manufacturer: Texas Quarries "Cordova Cream"



City of Lucas Council Agenda Request

Council Meeting: June 6, 2013

Requestor: Mayor Rebecca Mark

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider an update to HB 339, relating to the authority to propose the creation of a fire control, prevention, and emergency medical services district.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City Council Meeting
May 16, 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 (absent)	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Philip Lawrence
Councilmember Debbie Fisher	City Manager Jeff Jenkins
City Secretary Kathy Wingo	Development Services Director Joe Hilbourn
City Attorney Joe Gorfida	Finance Manager Liz Exum
Fire Chief Jim Kitchens	

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.
Fire Chief Jim Kitchens led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

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

Community Interest

2) Items of Community Interest.

- a) Mayor Rebecca Mark will present a proclamation to the Lucas Fire Department proclaiming the week of May 19 – 25, 2013 as Emergency Medical Services Week.
- b) Stage 3 Water Restrictions go into effect on June 1, 2013. The goal of the Stage 3 Water Restrictions is a 10% reduction in water use and increased awareness in ongoing water conservation efforts. Under Stage 3, residential and business customers will be limited to landscape watering and sprinkler or irrigation systems once every seven (7) days.

Regular Agenda

- 3) Mayor will issue Certificate of Election for unopposed candidates for City Council and the City Secretary will swear in the unopposed candidates Debbie Fisher and Kathleen Peele. **[Wingo]**

Mayor Rebecca Mark presented the unopposed candidates Debbie Fisher and Kathleen Peele with a copy of the Certificate of Election. City Secretary Kathy Wingo swore in the two Councilmember(s) Kathleen Peele and Debbie Fisher.

- 4) Discuss and Consider the appointment of a Mayor Pro Tem to serve a period of one year, term beginning June 1, 2013, and ending May 31, 2014. **[Wingo]**

MOTION: Councilmember Debbie Fisher made a Motion to appoint Kathleen Peele to serve as Mayor Pro Tem for a period of one year, term beginning June 1, 2013, and ending May 31, 2014. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

Public Hearings

- 5) Public Hearing/Discuss and Consider an application request by M. Christopher Homes on behalf of Marion Strain Faust for a final site plan. The property to be considered is located in Collin County, Texas, and described as follows: Being a part of James Lovelady Survey Abstract Number 538, and James Anderson Survey, Abstract Number 17, and being 2.199 ± acres of land, more commonly known as 120 West Lucas Road, Texas, 75002. **[This is a continuation of the 2nd Public Hearing started on May 2, 2013; the 1st Public Hearing was held by the Planning & Zoning Commission on April 11, 2013]**

The City Attorney stated that the Public Hearing was opened and closed at the May 2nd meeting so there is no need to do so, Council could continue their discussion.

Changes that were requested to be done have been completed. This plan does meet with the City's Code of Ordinances.

MOTION: Councilmember Debbie Fisher made a Motion to approve the request by M. Christopher Homes on behalf of Marion Strain Faust for a final site plan. The property to be considered is located in Collin County, Texas, and described as follows: Being a part of James Lovelady Survey Abstract Number 538, and James Anderson Survey, Abstract Number 17, and being 2.199 ± acres of land, more commonly known as 120 West Lucas Road, Texas, 75002. Councilmember Steve Duke seconded the Motion. Councilmember Jim Olk asked for further discussion then stated that if the concrete goes right up to the building, he could not support this site plan. There should be more landscaping up against the building.

Staff stated that decorative concrete is an approved landscape. Councilmember Debbie Fisher said if she approves the site plan it does mean that she is in favor of this project. Councilmember Philip Lawrence said he is not in favor of the project due to the traffic issues that it will cause. Motion carried. Vote: 5-1, Councilmember Jim Olk voting NAY.

Regular Agenda

- 6) Discuss and Consider the approval of the minutes from the May 2, 2013, City Council Regular meeting. **[Wingo]**

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve the minutes from the May 2, 2013, City Council Regular meeting. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

- 7) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Watson McCreary, Jr., concerning a 37.05 acre tract of land. **[Hilbourn]**

MOTION: Councilmember Jim Olk made a Motion to approve the Development Agreement between the City of Lucas and Watson McCreary, Jr., concerning a 37.05 acre tract of land. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 8) Discuss and Consider the award of a contract for the construction of the intersection of Country Club and W. Lucas Road. **[Jenkins]**

With the construction of the new middle school this turn lane is much needed to keep the flow of traffic moving. There were two bids received. BW2 is recommending that Pavecon, Ltd. be awarded the bid. There is a time crunch to complete the project before school starts in August. It is asked that Council approve the award of the bid and authorize the City Manager to execute the contract.

MOTION: Councilmember Jim Olk made a Motion to award the contract for the construction of the intersection of Country Club and W. Lucas Road to Pavecon, Ltd. for an amount not to exceed \$ 343,208.84 pending the attorney's review of the contract and authorize City Manager to execute said contract. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

- 9) Discuss and Consider the approval of mid-year budget amendments to the Fiscal Year 2012 – 2013 Budget. **[Exum]**

General Fund:

Original Revenue Budget	\$2,744,674
-------------------------	-------------

Revised Revenue Budget	<u>\$3,103,309</u>
Change	+\$358,635
Original Expense Budget	\$2,506,154
Revised Expense Budget	<u>\$2,604,729</u>
Change	+\$98,575

Change in General Fund Revenue Budget:

Revenue:

• Park Dedication Fees	\$ +22,000
• Seis Lagos FY 11-12 audit true-up	\$ +22,004
• Inspection Fees 3%	\$ +60,285
• Property tax revenue increase	\$ +25,400
• Sales tax revenue increase	\$+200,385
• License & Permits	\$ +25,360
• <u>Other misc.</u>	<u>\$+3,201</u>

Total Net Change Revenue +\$358,635

Change in General Fund Expense Budget:

Expense:

• City Council Audio/Video improvements	+\$18,015
• City Secretary/Website design	+\$4,000
• Brinson Benefits services/Telemedicine	+\$2,940
• Admin/Finance/Change PT AP position to full time	+\$3,500
• Payout PTO PW Director	+\$6,700
• Repair to F250 Public Works	+\$1,800
• EMS Training	+\$9,000
• EMS paid position	+\$19,000
• EMS computer equipment	+\$1,000
• Fire Dept/DPS Law enforcement membership	+\$1,500
• Fire Dept/Water for flooding/Fuel for add't vehicle	+\$3,000
• Consulting Charges for Solutions for Local Control Fred Hill	+\$25,000
• Backup for Facebook and email archiving	+\$2,200
• <u>Misc. /Other</u>	<u>+\$920</u>

Total Net Change Expense +\$98,575

Water Fund:

Original Revenue Budget	\$2,928,930
Revised Revenue Budget	<u>\$2,969,430</u>
Change	+\$40,500
Original Expense Budget	\$2,918,302

Revised Expense Budget	<u>\$2,968,808</u>
Change	+\$50,506

Change in Water Fund Revenue Budget:

Revenue:	
• Increase in trash service accounts	+\$8,500
• Increase in water meters & fees	+\$30,000
• Fire Hydrant Rental Income	+\$4,500
• <u>Misc./interest adj</u>	<u>(\$2,500)</u>
Total Net Change Revenue	+\$40,500

Change in Water Fund Expense Budget:

Expense:	
• Repairs/Maint. Water Facilities/Pumps	+\$32,000
• Meter costs commercial/residential growth	+\$12,500
• Increase in customer billing/recycle costs	+\$8,000
• <u>Misc other charges/credits</u>	<u>-\$1,994</u>
Total Net Change Expense	+ \$50,506

Capital Improvements Budget:

Change:	
Budget adjustments due to timing of project spending from previous FY 2011-2012:	
• FM 2551 Waste Gravity Sewer	\$300,000
• <u>McGarity Ground Storage Tank</u>	<u>\$50,000</u>
Total Net Change for Capital Improvements	\$350,000

Projected Unrestricted Cash Balance as of 9/30/2013:

Prior to GASB 54 Fund Balance Policy Requirements:		
General Fund:	\$4,317,729	20.2 Months
Water Fund:	\$3,690,255	17.0 Months

After GASB 54 Fund Balance Policy Requirements:		
General Fund:	\$3,015,365	14.1 Months
Water Fund:	\$2,365,851	10.9 Months

MOTION: Councilmember Debbie Fisher made a Motion to approve **Ordinance # 2013-05-00757** adopting the mid-year budget amendments to the Fiscal Year 2012 – 2013 Budget. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

10) Discuss and Consider review of the Home Rule Charter as outlined in Section 12.03 of the Home Rule Charter. **[Mark]**

There is nothing in the charter that state law is in conflict with at this time. There are a few things that need to be tweaked.

Any charter amendments would have to be submitted to the qualified voters of Lucas. Council can review the charter, decide what the concerns are, if any, determine that no changes are needed at this time, or bring it back next year for review.

Mayor Rebecca Mark said that this needs to be placed on a future agenda with the City Attorney's recommendation of necessary changes. Councilmembers will in the meantime review the charter and send the City Attorney any changes they wish to see.

11) Adjournment.

MOTION: Councilmember Jim Olk made a Motion to adjourn the meeting at 7:42 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on June 6, 2013.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City of Lucas
City Council Agenda
Request**

Council Meeting: June 6, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: April 29, 2013

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of a final plat for Stinson Highlands, Phase 2, 66.103 acres out of the John Gray Survey, Abstract # 349, Lewis P. Turner Survey, Abstract # 901: George Gunnel Survey, Abstract # 352 Lucas, Collin County, Texas.

RECOMMENDED ACTION:

Approve final plat as presented.

SUMMARY:

D.R. Horton has submitted a final plat for Stinson Highlands Phase 2 that conforms to the City's Code of Ordinances. There is an approved development agreement for this parcel that allows for early platting and the lots conform to the approved development agreement. This phase has 43 lots with a mix of R-1 and R-1.5. This project is located within the city's ETJ and is required to be annexed and zoned following final plat approval. Stinson Highlands, Phase 2, consists of 66.103 acres out of the John Gray Survey, Abstract # 349, Lewis P. Turner Survey, Abstract # 901: George Gunnel Survey, Abstract # 352 Lucas, Collin County, Texas.

MOTION:

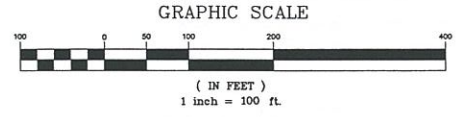
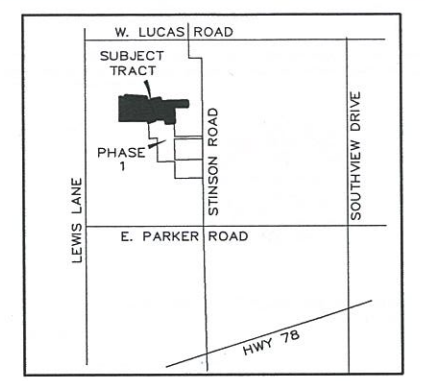
I make a Motion to **approve/deny** the final plat for Stinson Highlands, Phase 2, 66.103 acres out of the John Gray Survey, Abstract # 349, Lewis P. Turner Survey, Abstract # 901: George Gunnel Survey, Abstract # 352 Lucas, Collin County, Texas.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



LOCATION MAP NOT TO SCALE

NOTES:

- BENCHMARKS
 - A.) BM # 7655 SQUARE CUT ON TOP OF HEADWALL AT NORTHWEST CORNER OF STINSON ROAD AND JENNA WAY. ELEVATION=574.13'
 - B.) BM # 7656 SQUARE CUT ON TOP OF HEADWALL ON WEST SIDE OF STINSON ROAD AND 4,600 FEET NORTH OF JENNA WAY. ELEVATION=569.39'
 - NO 100 YEAR FLOOD PLAIN EXISTS ON THE SUBJECT PROPERTY ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48085CD-15J, DATED JUNE 02, 2009.
 - ALL CORNERS ARE ONE-HALF INCH IRON RODS SET, UNLESS OTHERWISE NOTED.
 - ALL ONE-HALF INCH IRON RODS SET HAVE A YELLOW CAP WITH A "JBI" STAMP
- NOTE:
SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

FINAL PLAT

STINSON HIGHLANDS, PHASE 2

66.103 ACRES OUT OF THE JOHN GRAY SURVEY, ABSTRACT NO. 349; LEWIS P. TURNER SURVEY, ABSTRACT NO. 901; GEORGE GUNNELL SURVEY, ABSTRACT NO. 352, CITY OF LUCAS, COLLIN COUNTY, TEXAS

BLOCK A, LOTS 1-3 & 25-28, BLOCK B, LOTS 1-5, BLOCK D, LOTS 6-12, BLOCK J, LOTS 1-4 & 23-34, BLOCK K, LOTS 1-8

BEING A REPLAT OF PART OF HOA LOT 10, BLOCK B AND ALL OF HOA LOT 35, BLOCK J OF STINSON HIGHLANDS, PHASE 1 AS RECORDED IN VOLUME 2012, PAGE 210, COLLIN COUNTY PAT RECORDS

ZONED: R1

D.R. HORTON - TEXAS, LTD. OWNER
4306 Miller Road, Suite A (214) 607-4244
Rowlett, Texas 75088

STINSON HIGHLANDS PHASE 1 HOMEOWNERS ASSOCIATION OWNER
4306 Miller Road, Suite A (214) 607-4244
Rowlett, Texas 75088

JBI PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001

Plotted by: blegeson Plot Date: 4/1/2013 1:37 PM
Drawing: H:\Projects\HOE140\dwg\HOE140PT-PHASE 2-1.dwg Saved By: blegeson Save Time: 4/1/2013 1:29 PM



City of Lucas City Council Agenda Request

Council Meeting: June 6, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: April 29, 2013

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of a landscape plan for Kwik Lube Industries to operate a minor automotive repair at Tract 32 of the William Snider Survey on Angel Parkway, just north of the exiting Walmart.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

Applicant Scott Pendley, on behalf of Kwik Industries, is requesting the approval of a landscape plan for a Kwik Lube Oil Express in compliance with the City's Zoning Use Chart, approved SUP, and the City's Code of Ordinances. The property is known as ABS A0821 William Snider Survey, Tract 32, and 6.47 acres, just north of the existing Walmart.

MOTION:

I make a Motion to **approve/deny** the landscape plan for Kwik Lube Industries to operate a minor automotive repair at Tract 32 of the William Snider Survey on Angel Parkway, just north of the exiting Walmart.

APPROVED BY: _____

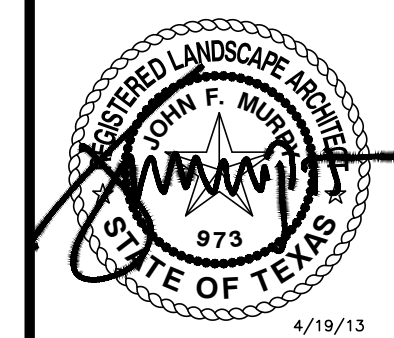
Initial/Date

Department Director: _____ / _____

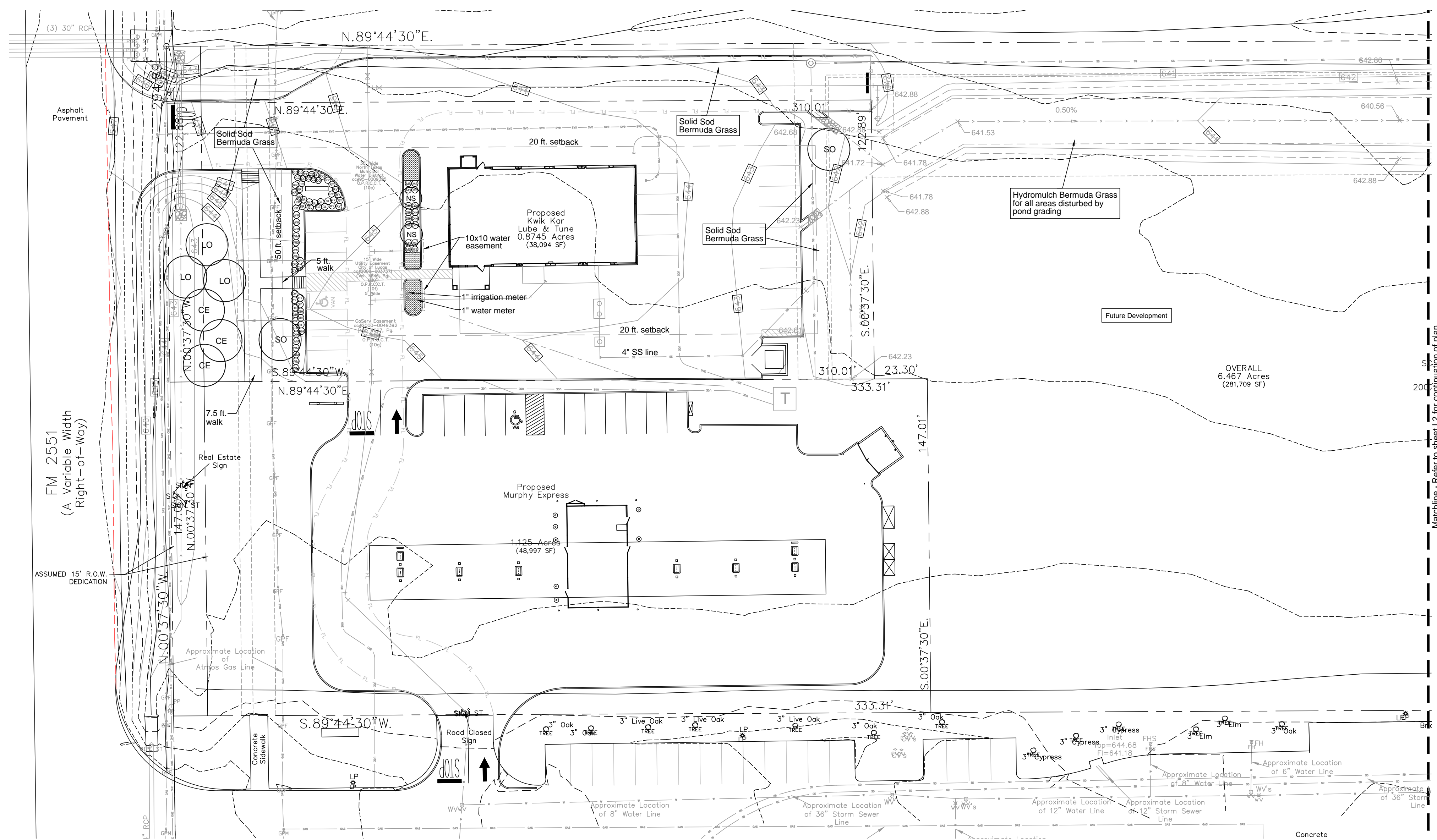
City Manager: _____ / _____

site integration studio
 Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
 1324 S. Beckham Ave.
 Suite 244
 Tyler, TX 75701
 512.632.3822 call
 903.533.8898 tel / fax
 john@siteint.com

2709 S. Lamar Blvd.
 Suite 110
 Austin, TX 78704
 512.443.3512 tel
 512.443.3589 fax
 www.siteint.com



KWIK KAR
LUBE & AUTOMOTIVE
SERVICE CENTER
LUCAS, TX



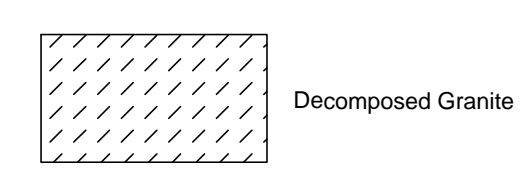
TREE LEGEND

- Canopy Trees
- LO Live Oak
 - SO Shumard Oak
 - CE Cedar Elm
- Ornamental Trees
- NS Nellie R. Stevens Holly

SHRUB LEGEND

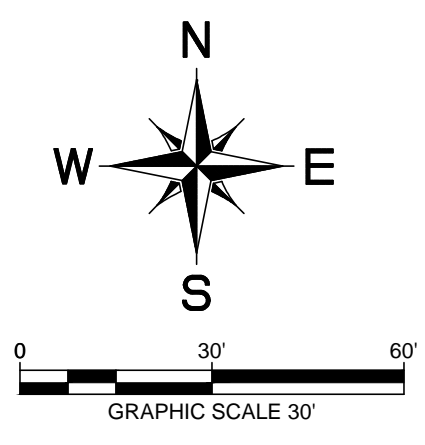
- RY Red Yucca
- DY Dwarf Yaupon
- GL Giant Liriope
- WM Dwarf Wax Myrtle
- DIH Dwarf Indian Hawthorne
- CO Coreopsis
- KR Knockout Rose
- MS Miscanthus

HATCH LEGEND



LANDSCAPE NOTES

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install 4" Benda Board edging between all shrub beds and grass areas.
- Shrub beds to have 12 inches of prepared planting mix (75% topsoil, 15% composted amendment, 10% washed sand).
- Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.



PLANT LIST

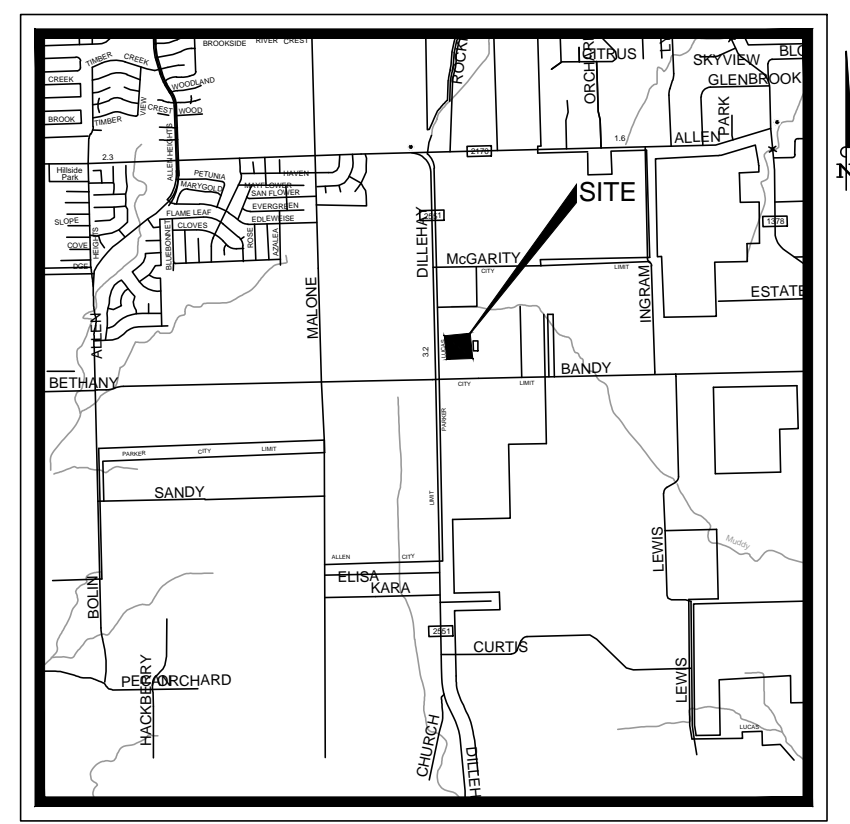
CANOPY TREES			
LO	Live Oak	Quercus virginiana	4" cal. 65 gal. 10' ht. 5' spread
SO	Shumard Oak	Quercus shumardii	4" cal. 65 gal. 10' ht. 5' spread
CE	Cedar Elm	Ulmus crassifolia	4" cal. B&B 12' ht. 5' spread
ORNAMENTAL TREES			
NR	Nellie R. Stevens Holly	Ilex 'Nellie R. Stevens'	30 gal. 6' ht. 4' spread
SHRUBS & GROUNDCOVERS			
DY	Dwarf Yaupon	Ilex vomitoria 'Nana'	5 gal. 36" oc
KR	Knockout Rose	Rosa 'Radrazz'	5 gal. 36" oc
WM	Dwarf Wax Myrtle	Myrica pusilla	5 gal. 36" oc
GL	Giant Liriope	Liriope gigantea	5 gal. 36" oc
DIH	Dwarf Indian Hawthorne	Raphiolepis indica 'Clara'	5 gal. 36" oc
CO	Coreopsis	Coreopsis grandiflora 'Early Sunrise'	1 gal. 18" oc
RY	Red Yucca	Hesperaloe parviflora	5 gal. 36" oc
MS	Miscanthus	Miscanthus sinensis	5 gal. 36" oc

Lucas, Texas
LANDSCAPE CALCULATIONS

	REQUIRED	PROVIDED	
Total Lot Area	38,094 SF		
Required Landscape Area 15%	5,714 SF	9,349 SF	(24%)
Buffer Area FM 2551 20 ft. width	6 Trees	6 Trees	
123 LF 1 Tree + 8 shrubs / 20 LF	49 shrubs	57 shrubs	
Parking lot Area 10% Required	580 SF	676 SF	
5,798 SF	Landscape Area		
Parking lot Trees	2 Trees	2 Trees	
18 spaces proposed			
1 per 10 spaces required			

OWNER
 KWIK INDUSTRIES, INC.
 4725 NALL RD
 DALLAS, TX 75244
 TEL: (972) 458-9761
 CONTACT: SCOTT PENDLEY

Lot 2, Block A SC Lucas Addition



Site Location Map - nts

LANDSCAPE PLAN

DESIGN: JFM
 DRAWN: JFM, JSF
 CHECKED: MAM
 DATE: 4/19/2013

SHEET
L-1

File No. 2012-071

SCOTT F. MILLER
 4/19/2013 12:31 PM
 J: NAUTOCAD_LRD_KWIKLUBE_KWIKKAR_L.S.DWG
 4/19/2013 11:55 AM



City of Lucas City Council Agenda Request

Council Meeting: June 6, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: May 16, 2013

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval a Development Agreement between the City of Lucas and Centurion Acquisitions LP concerning a 53 acre tract of land on W. Forest Grove Road.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

Highpoints of the agreement are as follows:

- Straighten the two ninety degree turns of Forest Grove Road adjacent to Holloway Welding.
- Waive road impact fees to compensate for the cost of road improvements
- Increase the size of the water main adjacent to Holloway Welding from 6" to 8"
- Give impact fee credits in the amount of actual to offset the cost of the water line upgrade.
- Allow for R-1.5 zoning to compensate for the loss of 7 acres (estimated) doing the road improvements.
- Subdivision, if zoned R-2 without the road improvements, would be 24 lots, with the road improvements, would be 24 lots.

MOTION:

I make a Motion to approve/deny the Development Agreement between the City of Lucas and Centurion Acquisitions LP concerning a 53 acre tract of land on W. Forest Grove Road.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

STATE OF TEXAS §
§ DEVELOPMENT AGREEMENT
COUNTY OF COLLIN §

This Development Agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Centurion Acquisitions, L.P., a Limited Partnership (“Developer”), (collectively referred to as “Parties” and individually as a “Party” acting by and through their respective representatives.

RECITALS

WHEREAS, Developer is under contract to purchase certain real property described by metes and bounds in attached Exhibit “A” (the “Property”); and

WHEREAS, City has adopted roadway impact fees pursuant to Chapter 395, TEX. LOC. GOV’T Code (“Roadway Impact Fees”); and

WHEREAS, City has adopted water impact fees pursuant to Chapter 395, TEX. LOC. GOV’T Code (“Water Impact Fees”); and

WHEREAS, Developer intends to develop the Property in general conformance with the concept plan attached as Exhibit “B” (the “Concept Plan”); and

WHEREAS, Developer intends to install or have installed a portion of West Forest Grove Road as shown on the plan attached as Exhibit “C” (the “Road Improvements”) which will realign West Forest Grove Road from its existing routing; and

WHEREAS, Developer intends to replace an existing 6” water line in a portion of the existing West Forest Grove Road with an 8” water line as shown on the plan attached as Exhibit “C” (the “Waterline Improvements”); and

WHEREAS, Developer intends to install or have installed a detention pond in the area north of the Road Improvements as shown on the plan attached as Exhibit “C” (the “Detention Pond”); and

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

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

Article I
Term

This Agreement shall commence on the last date the Parties have executed the Agreement (“Effective Date”) and shall terminate on the date (“Expiration Date”) that is the earlier date of (1) the expiration of ten (10) years after City’s acceptance of the Road Improvements and the Waterline Improvements; or (2) the date the Developer and City have fully satisfied all of the terms and condition herein; or (3) January 1, 2024; or (4) unless sooner terminated herein.

Article II Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Approved Plans” shall mean the plans and specifications for the Road Improvements and the Waterline Improvements approved by the City.

“City” shall mean the City of Lucas, Texas.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Road Improvements, the Waterline Improvements, and the Detention Pond; (ii) all necessary permits for the construction of the Road Improvements, Waterline Improvements, and Detention Pond pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) the construction of the Road Improvements, Waterline Improvements, and Detention Pond have commenced.

“Completion of Construction” shall mean (i) the construction of the Road Improvements, Waterline Improvements, and Detention Pond have been substantially completed; and (ii) the final permanent certificate of completion for the Road Improvements, Waterline Improvements, and Detention Pond have been issued to the City, or the City has accepted the Road Improvements, Waterline Improvements, and the Detention Pond, as the case may be.

“Developer” shall mean Centurion Acquisitions, L.P. and or its assigns.

“Effective Date” shall mean the last date of execution hereof.

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

“Open Space” shall mean any land required to be dedicated to the City per City ordinances.

“Park Fees” shall mean any payments required by City ordinance to be paid by the Developer or homebuilder for satisfaction of park land purchases or improvements.

“Property” shall mean the real property described by meets and bounds in the attached Exhibit “A”.

Article III Road Improvements

3.01 Construction of Roadway Improvements. Developer agrees to design and install the Road Improvements in accordance with the applicable standards, ordinances, and regulations adopted by the City (“City Standards”). Developer shall submit plans for the design and construction of the Road Improvements (“Construction Plans”) to the City for review and approval by the City. Subject to extensions for delay caused by events of Force Majeure and to the City’s approval of the Approved Plans, Developer agrees, at Developer’s sole cost, to construct or have constructed the Road Improvements. Developer and City acknowledge and agree that neither Party has any obligation to condemn or pay any sum of money in connection with the dedication of right-of-way except as provided herein. Developer agrees and covenants to cause commencement of the Road Improvements on or before March 1, 2014, and to cause completion of construction thereof within eight (8) months thereafter.

3.02 Construction Specifications. It is agreed upon by both Developer and City that the Road Improvements will consist of thirty-four foot (34’) wide concrete pavement with drainage ditches and culvert crossings within a sixty foot (60’) wide right-of-way. The concrete pavement will transition to asphalt at the west end of the Property and at the radius connection point to the existing West Forest Grove Road on the eastern side of the Property. The abandoned sections of West Forest Grove Road will remain in place.

3.03 Roadway Impact Fee Credits. The City shall waive all Roadway Impact Fees associated with the Property. Upon Completion of Construction of the Roadway Improvements, the City agrees to provide Developer with Impact Fee Credit against all Roadway Impact Fees to be imposed against the Property in an amount equal to the cost of construction of the Roadway Improvements. If the amount of the Impact Fee Credit exceeds the amount of the Impact fees actually imposed against the Property, the City shall not be required to pay any remaining or unused portion of the Impact fee credit in cash or equivalent to Developer or any other party, or to apply any remaining or unused portion of the Impact fee credit against any other fees to be assessed against the Property.

Article IV Waterline Improvements

4.01 Construction of Waterline Improvements. Developer agrees to design and install the Waterline Improvements in accordance with the applicable standards, ordinances, and regulations adopted by the City (“City Standards”). Developer shall submit plans for the design and construction of the Waterline Improvements (“Construction Plans”) to the City for review and approval by the City. Subject to extensions for delay caused by events of Force Majeure and

City's approval of the Approved Plans, Developer agrees to construct the Waterline Improvements. Developer and City acknowledge and agree that the Waterline Improvements will be installed within the easement where the existing six inch (6") waterline is installed and no additional easement will be needed. The Developer agrees and covenants to cause commencement of the Waterline Improvements on or before March 1, 2014, and to cause completion of construction thereof within eight (8) months thereafter.

4.02 Construction Specifications. It is agreed upon by both Developer and City that the Water Improvements will consist of constructing an eight inch (8") waterline along the existing north/south section of West Forest Grove Road, adjacent to the Property. The waterline will be connected to the existing eight inch (8") lines that the six inch (6") waterline currently connects into.

4.03 Impact Fee Credits. Developer shall provide City with proof of the Waterline Improvements cost, which shall include the design, engineering, material testing, inspection, and construction costs of this eight inch (8") waterline (the "Waterline Cost"). The proof shall be in the form of contracts and/or invoices reflecting the amount actually paid for the Waterline Improvements. City shall credit the Water Impact Fees applicable to the Property up to the amount of the Waterline Cost (the "Waterline Credit"). The final amount of the Waterline Credit shall be agreed upon by both Parties after completion of the Waterline Improvements and established within a secondary letter agreement.

Article V Detention Pond

5.01 Construction of Detention Pond. Developer agrees to design and install the Detention Pond in accordance with the applicable standards, ordinances, and regulations adopted by the City ("City Standards"). Developer shall submit plans for the design and construction of the Detention Pond ("Construction Plans") to the City for review and approval by the City. Subject to extensions for delay caused by events of Force Majeure and to the City's approval of the Approved Plans, Developer agrees to construct the Detention Pond. Developer agrees and covenants to cause commencement of the Detention Pond on or before March 1, 2014, and to cause completion of construction thereof within eight (8) months thereafter.

5.02 Construction Specifications. The Detention Pond shall be designed to satisfy the drainage requirements of the Property. The tract of land containing the Detention Pond may be left in a natural condition after construction, with no required irrigation or landscaping other than grass establishment for erosion control purposes.

5.03 Open Space/Park Fees. The Detention Pond shall satisfy all City requirements regarding Open Space dedication and Park Fee payments for the Property. No additional Open Space dedications or Park Fee payments shall be required.(Can a detention pond satisfy the requirements for open space and park fee dedication?)

Article VI 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 when actually received by the intended recipient. 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 Party, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Developer:

Centurion Acquisitions, L.P.
1221 I-35 E. Suite 200
Carrollton, TX 75006

With a copy to:

Lenart Development Company, LLC
520 Central Parkway E. Suite 104
Plano, TX 75074

If Notice to Lucas:

Jeff Jenkins, City Manager
City of Lucas
151 Country Club Road
Lucas, Texas 75002

With a Copy to:

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

Article VII Termination

This Agreement may be terminated by: (a) the mutual written agreement of the Parties; (b) either Party providing written notice of such termination to the other Party if the other Party breaches any of the material terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of written notice thereof (or, if cure

cannot be completed within said time period, if cure of such breach is not commenced within such time period and/or not thereafter diligently and continuously pursued to completion within sixty (60) days after receipt of written notice thereof); (c) by City providing written notice to Developer if Developer suffers an event of bankruptcy or insolvency; (d) by either Party providing written notice to the other Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

Article VIII Miscellaneous

8.01 Assignment of Agreement. This Agreement may be assigned by Developer with the prior written consent of the City which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement may not be assigned, in whole or in part, by the City.

8.02 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.

8.03 Legal Construction. 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.

8.04 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.

8.05 Authority. Each of the Parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

8.06 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.

8.07 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

8.08 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

8.09 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 it legal counsel.

8.10 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.

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

8.12 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 on behalf 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.

8.13 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.

8.14 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, nor to cause City to be deemed to be a constituent partner of the Developer.

8.15 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.16 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 page 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/05-20-13/60754)

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXECUTED on this _____ day of _____, 2013.

Centurion Acquisitions, L.P.,
a Texas limited partnership,

By: Pars Investments, Inc.,
a Texas corporation,
Its General Partner,

By: _____
Name: Mehrdad Moayed
Title: President

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2013,
by Mehrdad Moayed, as President of Pars Investments, Inc., a Texas corporation, as General
Partner of Centurion Acquisitions, LP, a Texas limited partnership, on behalf of said limited
partnership.

Notary Public, State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the J. Kerby Survey, Abstract No. 506, City of Lucas, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Hooper Family Limited Partnership according to the deed recorded in Volume 5190, Page 404 of the Deed Records, Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner of the subject tract, and being the southwest corner of The Enclave Addition, an addition to the City of Lucas, recorded in Cabinet N, Page 727, Plat Records, Collin County, Texas (PRCCT) and being on the east line of a tract conveyed to HWP Properties, LP, recorded in Document No. 20060327000389570 DRCCT, said rod being in Forest Grove Road (a variable width public right-of-way), from said rod an "X" found in concrete bears N 47°00'18" E, 622.02 feet;

THENCE S 88°49'35" E, 1471.45 feet along Forest Grove Road, and along the south line of said Enclave Addition, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner of a tract conveyed to Louis Hoefer, recorded in Volume 5635, Page 1245 DRCCT, from which an "X" found in concrete found bears S 88°46'59" E, 1245.01 feet, and from which a 5/8" iron rod with plastic cap found bears S 82°24'20" E, 264.25 feet;

THENCE S 00°45'13" W, along the west line thereof, passing at 1585.66 feet a 1/2" iron rod found for witness, continuing a total distance of 1665.38 feet to the southwest corner of said Hoefer tract, and being on the north line of Forest Creek Estates, an addition to the City of Lucas, recorded in Cabinet K, Page 45 PRCCT;

THENCE along the north line of Forest Creek Estates, the following:

N 70°26'15" W, 225.96 feet;

S 58°44'45" W, 285.00 feet;

S 88°44'45" W, 297.00 feet;

S 20°49'45" W, 150.00 feet;

And N 71°13'15" W, 35.48 feet to a point for corner;

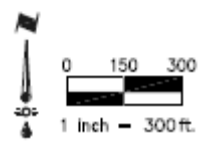
THENCE N 08°33'16" W, departing said north line of Forest Creek Estates, passing at 34.02 feet the southeast corner of a tract conveyed to Joseph M. Pettinger and wife, Jennifer L. Pettinger, continuing along the east line thereof a total distance of 443.27 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for corner;

THENCE N 76°57'25" W, 503.96 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for corner, from which a 1/2" capped iron rod found bears N 76°57'25" W, 14.84 feet;

THENCE N 11°16'59" W, 266.82 feet departing said north line to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for corner;

THENCE N 00°00'52" E, passing at 606.27 feet the southeast corner of said HWP Properties tract, continuing along the east line thereof a total distance of 1089.12 feet to the PLACE OF BEGINNING with the subject tract containing 2,316,224 square feet or 53.173 acres of land.

**EXHIBIT "B"
CONCEPT PLAN**



spars ENGINEERING
 Spars Engineering, Inc.
 765 Custer Road, Suite 100
 Plano, Texas 75075

EXHIBIT B - CONCEPT PLAN
FOREST GROVE
 53.173 ACRES
 24 SINGLE-FAMILY LOTS
 CITY OF LUCAS
 COLLIN COUNTY, TEXAS
 May 10, 2013

EXHIBIT "C" ROAD IMPROVEMENTS

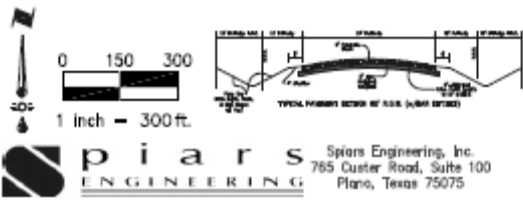


EXHIBIT C – IMPROVEMENT EXHIBIT

FOREST GROVE
53.173 ACRES
24 SINGLE-FAMILY LOTS
CITY OF LUCAS
COLLIN COUNTY, TEXAS
May 10, 2013

Spiaars ENGINEERING
Spiaars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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 **Ordinance # 2013-06-00759** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4, "Business Regulations", by adding Article 4.06 titled "Alcohol Sales" by adding Sections 4.06.001 and 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities; providing for a severability clause; providing for a repealing clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500) for each offense; and providing for an effective date.

RECOMMENDED ACTION:

SUMMARY:

See attached.

MOTION:

I make a Motion to approve **Ordinance # 2013-06-00759** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4, "Business Regulations", by adding Article 4.06 titled "Alcohol Sales" by adding Sections 4.06.001 and 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities; providing for a severability clause; providing for a repealing clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500) for each offense; and providing for an effective date.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

ORDINANCE # 2013-06-00759

[Ordinance Providing Regulations for the Sale of Alcohol]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 4 “BUSINESS REGULATIONS”, BY ADDING ARTICLE 4.06 TITLED “ALCOHOL SALES” BY ADDING SECTIONS 4.06.001 AND 4.06.002 TO PROHIBIT THE SALE OF ALCOHOLIC BEVERAGES WITHIN CERTAIN DISTANCES OF CHURCHES, SCHOOLS, HOSPITALS AND CERTAIN DAY-CARE FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend Chapter 4 “Business Regulations”, by adding a new Article 4.06 titled “Alcohol Sales”, by adding Section 4.06.001 and Section 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities.

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

SECTION 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 4 “Building Regulations,” by adding Article 4.06 “Alcohol Sales,” by adding Section 4.06.001 and Section 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities, to read as follows:

"CHAPTER 4 BUSINESS REGULATIONS

ARTICLE 4.06 ALCOHOL SALES

Sec. 4.06.001. Sale of alcoholic beverages prohibited near churches, schools and hospitals.

- (a) No person may sell alcoholic beverages if the place of business is within:
 - (1) Three hundred feet of a church, public or private school or public hospital;
 - (2) One thousand feet of a public school, if the city council by resolution approves a request from the board of trustees of a school district under V.T.C.A., Education Code § 38.007;

- (3) One thousand feet of a private school, if the city council by resolution approves a request from the governing body of the private school.
- (b) Subsection (a)(1) does not apply to the holder of:
- (1) A license or permit issued by the Texas Alcoholic Beverage Code who also holds a food and beverage certificate issued by the Texas Alcoholic Beverage Commission covering the premises that is located within 300 feet of a private school; or
 - (2) A license or permit covering a premises where minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53, (unaccompanied minor in package liquor store) and that is located within 300 feet of a private school.
- (c) Subsections (a)(2) and (3) do not apply to the holder of:
- (1) A retail on-premises consumption permit or license issued by the Texas Alcoholic Beverage Commission if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages;
 - (2) A retail off-premises consumption permit or license issued by the Texas Alcoholic Beverage Commission if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages;
 - (3) A wholesaler's, distributor's, brewer's, distiller's and rectifier's, winery, wine bottler's or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are used and understood in V.T.C.A, Alcoholic Beverage Code ch. 102.
- (d) Subsection (a)(3) does not apply to the holder of:
- (1) A license or permit issued under V.T.C.A, Alcoholic Beverage Code ch. 27 (temporary and special wine and beer retailer's permit), V.T.C.A., Alcoholic Beverage Code ch. 31, (Caterer's permit), or V.T.C.A., Alcoholic Beverage Code ch. 72, (Temporary licenses) who is operating on the premises of a private school; or
 - (2) A license or permit covering a premises where minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53, and that is located within 1,000 feet of a private school.
- (e) For purposes of this section “private school” means a private school, including a parochial school, that: (1) offers a course of instruction for students in one or

more grades from kindergarten through grade 12; and (2) has more than 100 students enrolled and attending courses at a single location.

- (f) The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold, and public or private schools shall be: (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- (g) For any dealer who held a license or permit from the Texas Alcoholic Beverage Commission on September 1, 1983, the measurement of the distance between the place of business of the dealer and a public school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.
- (h) Application of distance requirements.
 - (1) If at the time an original alcoholic beverage permit or license is granted by the Texas Alcoholic Beverage Commission for a premises, the premises satisfies the requirements regarding distance from schools, churches, and other types of premises set forth in this chapter, the premises shall be deemed to satisfy the distance requirements for all subsequent renewals of the license or permit.
 - (2) On the sale or transfer of the premises or the business on the premises in which a new original license or permit is required for the premises, the premises shall be deemed to satisfy any distance requirements as if the issuance of the new original permit or license were a renewal of a previously held permit or license. This subsection does not apply to the satisfaction of the distance requirement prescribed by subsection (a)(2) for a public school, except that on the death of a permit or license holder or a person having an interest in a permit or license [this] subsection does apply to the holder's surviving spouse or child of the holder or person if the spouse or child qualifies as a successor in interest to the permit or license. Subsection (1) does not apply to the satisfaction of the distance requirement prescribed by subsection (a)(2) for a public school if the holder's permit or license has been suspended for a violation occurring after September 1, 1995, of any of the following provisions of V.T.C.A., Alcoholic Beverage

Sec. 4.06.002. Sales of alcoholic beverages near day-care centers or child-care facilities.

- (a) This section applies only to a permit or license holder under V.T.C.A., Alcoholic Beverage Code chapters 25, 28, 32, 69 or 74, who does not have a food and beverage certificate.
- (b) With the exception of subsection 4.06.001(a)(2), the provisions of Section 4.06.001 relating to a public school also apply to a day-care center and a child-care facility as those terms are defined by Section 42.002, Human Resources Code § 42.002.
- (c) This section does not apply to a permit or license holder who sells alcoholic beverages if:
 - (1) the permit or license holder and the day-care center or child-care facility are located on different stories of a multi-story building; or
 - (2) the permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multi-story building.
- (d) This section does not apply to a foster group home, foster family home, family home, agency group home, or agency home as those terms are defined by Section 42.002, Human Resources Code.”

SECTION 2. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 3. That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Five Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Lucas, Texas, on the 6th day of June, 2013.

By: _____
Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary City Secretary

APPROVED AS TO FORM:

Joe Gorfida, Jr., City Attorney
(04-19-13/60354)



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 2013

Requestor: Jim Kitchens

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of the Modification of Contractual Agreement for Ambulance Service between the City of Lucas and Southeast Collin County EMS Coalition.

RECOMMENDED ACTION:

SUMMARY:

See attached.

MOTION:

I make a Motion to approve the Modification of Contractual Agreement for Ambulance Service between the City of Lucas and Southeast Collin County EMS Coalition.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



City of Lavon

Mayor Chuck Teske

P.O. Box 340 ~ 120 School Rd. ~ Lavon, TX 75166

Office (972) 843-4220 ~ Fax (972) 843-0397

Email: Mayor.Teske@cityoflavon.org

May 22, 2013

East Texas Medical Center
D/b/a East Texas Medical Center Emergency Medical Service
And
Southeast Collin County EMS Coalition

RE: Contractual Agreement for Ambulance Service

To Whom It May Concern:

In December 2012, upon Mike Shea's counsel, the City of Lavon made the decision to leave the SECCEMS Coalition in order to join another coalition. However, upon further review at our May 21, 2013 meeting, the City Council determined that this decision was made in haste with inaccurate information regarding the cost of the new coalition. The Council further determined that joining the new coalition would be cost prohibitive.

It is now our hope that the SECCEMS Coalition will be both forgiving and understanding and allow Lavon to remain in the Coalition. We realize our decision will create a lot of rework and difficulty at this late date and we regret this inconvenience.

Mike Shea has withdrawn as the City of Lavon's representative to the SECCEMS Coalition. Joe Wetzel has agreed to be our new Coalition Representative. You may contact him at 972-754-8814 or 304@nevadavfd.org. Thank you for your patience and consideration during this transition.

Sincerely,

Charles A. Teske, Jr.

Mayor

Minutes

Southeast Collin County E.M.S. Coalition
April 25, 2013
Wylie Public Safety Building
2000 N Hwy 78, Wylie, TX 75098

Attendees:

Rick White, Wylie
Jeff Jenkins, Lucas
Jim Kitchens, Lucas
Randy Corbin, Wylie
Jason Browning, Collin County
Joe Flowers, Parker
Katrina Lazare, ETMC

Jeff Akin, ETMC
Bruce Dunn, St. Paul
Brent Parker, Wylie
Craig Zale, Lucas
Todd Loper, ETMC
Mindy Manson, Wylie

The meeting was called to order by Chairman White at approximately 10:05 a.m.

Chairman White asked for approval of the minutes for the meetings of January 31, 2013 and March 21, 2013. Chief Kitchens made the motion to approve the minutes. The motion was seconded and the motion carried to approve the minutes.

Chairman White asked Chief Kitchens for an update on Lucas. Chief Kitchens announced his council has decided to run their own ambulance service. Lucas City Council has agreed to hire full-time personnel and the purchase of one new ambulance and one used ambulance. He said their target date to begin providing advanced life support is December 2013, and their goal to start running their ambulance will be March 2014.

Mr. Jenkins thanked ETMC and coalition members for being patient with them during the decision process.

Chairman White asked for a 991 update. Jeff Akin and Todd Loper, with ETMC, said they believe the ambulance will be in service in approximately three weeks. They also confirmed the ambulance is operating twelve hours per day and making approximately one and a half runs per day.

The next item on the agenda is the contract extension, stated Chairman White. He went on to say that obviously the proposed contract for 2013-2014 will need to be altered, with the news of Lucas dropping from the coalition mid-year. Members asked Chief Kitchens and Mr. Jenkins what they would like to see in the contract. They stated they would like to modify the contract for the City of Lucas' participation for six months, with the opportunity to extend it monthly, as needed. They would also like a 30 day cancellation notice placed in it.

Chief Corbin stated the way we are currently figuring the City of Lavon's numbers in Exhibit A may also be a good model for calculating the City of Lucas' numbers. Chief Corbin went on to explain Exhibit A and the calculations used to create the document.

Chairman White stated both the contract and the exhibit would need modification with the City of Lucas' news, and asked how long members thought it would take to modify those documents. ETMC stated it would not take long and they would contact members to discuss specific expectations of the modification. Chief Corbin commented it would not take long to re-create Exhibit A.

Chairman White stated he would like the contract and Exhibit A to be completed by May 9, 2013. At that time, it should be electronically sent to members for review, and any disputes must be made by May 15, 2013. Any disputes should be directed to Chief Corbin or Chief Parker.

Moving on to the next agenda item, Katrina Lazare with ETMC took the floor. She asked if everyone had an opportunity to review the 1115 information page, included in the packet, and began to explain the two pages.

The 1115 Waiver Program will help to drive down health care inflation by ensuring hospitals are paid for uncompensated care costs for the indigent. The State of Texas has decided to enter into the 1115 Waiver Program instead of the current UPL (upper payment limit) system.

In order for companies such as ETMC to break even financially, they must recover the cost of indigent care. This can be done by raising costs to paying customers, or another option is to utilize the government's 1115 Waiver Program. ETMC's costs include the expense of providing uncompensated care to the indigent. That amount affects the amount of the calculated subsidies coalition members pay. The amounts contributed to the 1115 Waiver Pool will be matched and increased by federal dollars, which will enable ETMC to recover uncompensated care costs, and provide more services for the same subsidy dollar contributions.

In order to fully accomplish this, ETMC must enter into individual affiliation agreements with each member of the coalition. Coalition members who have resolved to participate in the 1115 Waiver Program will no longer directly pay ETMC subsidy payments. Subsidy payments will be paid into the 1115 Waiver Pool through electronic transfer, on a quarterly basis. This will include the subsidy dollars for the 2012-2013 fiscal year and the upcoming 2013-2014 contract. The government, in turn, pays ETMC the amount of the dollars contributed to the 1115 Waiver Pool, by coalition members, plus a percentage of the payments paid into the 1115 Waiver Pool. This added percentage helps cover costs not paid by the indigent.

ETMC will be recovering some costs from the government with the additional percentage paid to ETMC; therefore, ETMC's costs should be reduced and calculated subsidy costs should also be lower going forward.

Entities that have not passed a resolution for the 1115 Waiver Program are the City of Parker and Collin County. Ms. Lazare told members if they choose not to participate, they can continue to pay their portion of the subsidy directly to ETMC. She said choosing not to participate reduces the extra money the federal government provides to ETMC, and could cause coalition subsidy costs to rise.

The last two topics on the agenda, Exhibit A and ETMC billing, were addressed during other presentations/discussions, stated Chairman White. He asked if anyone had any additional questions regarding those topics, and he received no response.

Chairman White opened the floor for discussion, and again received no response.

With no more business at hand, a motion was made by Mr. Jenkins and seconded to adjourn. The motion carried and the meeting adjourned at 11:15 a.m.

Approved:

Recorder

Chairman

MODIFICATION OF CONTRACTUAL AGREEMENT FOR AMBULANCE SERVICE
SOUTHEAST COLLIN COUNTY EMS COALITION

This supplemental agreement is entered into between East Texas Medical Center, d/b/a/ East Texas Medical Center Emergency Medical Service (formerly known as East Texas Medical Center Emergency Medical Service) (“ETMC EMS”) and the Southeast Collin County EMS Coalition, consisting of the following Texas cities: Wylie, Parker, St. Paul, Collin County, Lucas and Lavon hereinafter referred to as (“Coalition”). ETMC EMS and Coalition are sometimes collectively referred to herein as the “parties”.

RECITALS

- A. ETMC EMS and Coalition entered into a Contract for Paramedic Ambulance Service (the “Contract”) effective on October 1, 2008, for the provision of paramedic ambulance services within the Coalition. Such contract is attached hereto as Addendum A and is incorporated herein by reference.
- B. ETMC EMS and Coalition wish to modify this Contract.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

For valuable consideration received by the Parties, the Contract is modified as follows:

- A. Regarding Coalition members Wylie, Parker, St. Paul, Collin County, and Lavon the current “Initial Term” of this Agreement is extended for an additional one (1) year period beginning October 1, 2013 and continuing until September 30, 2014. During this extension, the Coalition members Wylie, St. Paul, Parker, Lavon and Collin County shall each pay its respective subsidy equal to the FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment.
- B. Regarding Coalition member Lucas, the current “Initial Term” of this Agreement is extended for an additional six (6) month period beginning October 1, 2013 and continuing until March 31, 2014. During this extension, Coalition member Lucas shall pay its subsidy equal to one half (1/2) FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment. Beginning April 1, 2014, Lucas shall have the option to remain in the Coalition on a month to month basis for the remaining period of FY 2013. Lucas shall give the Coalition and ETMC EMS a thirty (30) day prior written notice to terminate their membership with the Coalition. During the extension on a month to month basis, Coalition member Lucas shall pay its subsidy equal to one twelfth (1/12) FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment per each month Lucas remains a member of the Coalition. Upon termination of membership by Lucas, ETMC EMS shall waive the remaining FY 2013 subsidy due to ETMC EMS from Lucas.
- C. This supplemental agreement takes precedence over any written notice of intent to terminate this contract from a current Coalition member received prior to February 1, 2013.

D. Miscellaneous:

Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Modification of Contractual Agreement for Ambulance Service (“Modification”).

Except for the modifications expressly set forth herein, all terms and provision of the contract shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

Governing Law. This Modification shall be governed by and construed in accordance with the laws of the State of Texas.

Counterparts. This Modification of Contract may be executed by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same Modification.

SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

City of Lavon, Texas

**East Texas Medical Center d/b/a
East Texas Medical Center
Emergency Medical Service.**

Mayor Date
Printed Name _____

Ronald J. Schwartz Date
Vice President/COO

City of Lucas, Texas

Collin County, Texas

Mayor Date
Printed Name _____

County Judge Date
Printed Name _____

City of St. Paul, Texas

City of Wylie, Texas

Mayor Date
Printed Name _____

City Manager Date
Printed Name _____

City of Parker, Texas

Mayor Date

Printed Name _____

MODIFICATION OF CONTRACTUAL AGREEMENT FOR AMBULANCE SERVICE
SOUTHEAST COLLIN COUNTY EMS COALITION

This supplemental agreement is entered into between East Texas Medical Center, d/b/a/ East Texas Medical Center Emergency Medical Service (formerly known as East Texas Medical Center Emergency Medical Service) (“ETMC EMS”) and the Southeast Collin County EMS Coalition, consisting of the following Texas cities: Wylie, Parker, St. Paul, Collin County, Lucas and Lavon hereinafter referred to as (“Coalition”). ETMC EMS and Coalition are sometimes collectively referred to herein as the “parties”.

RECITALS

- A. ETMC EMS and Coalition entered into a Contract for Paramedic Ambulance Service (the “Contract”) effective on October 1, 2008, for the provision of paramedic ambulance services within the Coalition. Such contract is attached hereto as Addendum A and is incorporated herein by reference.
- B. ETMC EMS and Coalition wish to modify this Contract.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

For valuable consideration received by the Parties, the Contract is modified as follows:

A. Regarding Coalition members Wylie, Parker, St. Paul, ~~and~~ Collin County, **and Lavon** the current “Initial Term” of this Agreement is extended for an additional one (1) year period beginning October 1, 2013 and continuing until September 30, 2014. During this extension, the Coalition members Wylie, St. Paul, Parker, **Lavon** and Collin County shall each pay its respective subsidy equal to the FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment.

~~B. Regarding Coalition member Lavon, the current “Initial Term” of this Agreement is extended for an additional one (1) month period beginning October 1, 2013 and continuing until October 31, 2013. During this extension, Coalition member Lavon shall pay its subsidy equal to one twelfth (1/12) FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment.~~

~~C.~~**B.** Regarding Coalition member Lucas, the current “Initial Term” of this Agreement is extended for an additional six (6) month period beginning October 1, 2013 and continuing until March 31, 2014. During this extension, Coalition member Lucas shall pay its subsidy equal to one half (1/2) FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment. Beginning April 1, 2014, Lucas shall have the option to remain in the Coalition on a month to month basis for the remaining period of FY 2013. Lucas shall give the Coalition and ETMC EMS a thirty (30) day prior written notice to terminate their membership with the Coalition. During the extension on a month to month basis, Coalition member Lucas shall pay its subsidy equal to one twelfth (1/12) FY 2013 subsidy plus the appropriate Consumer Price Index (CPI) adjustment per each month Lucas remains a member of the Coalition. Upon termination of membership by Lucas, ETMC EMS shall

waive the remaining FY 2013 subsidy due to ETMC EMS from Lucas.

~~D.C.~~ This supplemental agreement takes precedence over any written notice of intent to terminate this contract from a current Coalition member received prior to February 1, 2013.

~~E.D.~~ Miscellaneous:

Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Modification of Contractual Agreement for Ambulance Service (“Modification”).

Except for the modifications expressly set forth herein, all terms and provision of the contract shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

Governing Law. This Modification shall be governed by and construed in accordance with the laws of the State of Texas.

Counterparts. This Modification of Contract may be executed by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same Modification.

SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

City of Lavon, Texas

**East Texas Medical Center d/b/a
East Texas Medical Center
Emergency Medical Service.**

Mayor Date
Printed Name _____

Ronald J. Schwartz Date
Vice President/COO

City of Lucas, Texas

Collin County, Texas

Mayor Date
Printed Name _____

County Judge Date
Printed Name _____

City of St. Paul, Texas

City of Wylie, Texas

Mayor Date
Printed Name _____

City Manager Date
Printed Name _____

City of Parker, Texas

Mayor Date
Printed Name _____



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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 of the Fund Reserve and 2011 COs.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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 schematic design of the fire department.

RECOMMENDED ACTION:

SUMMARY:

See attached.

MOTION:

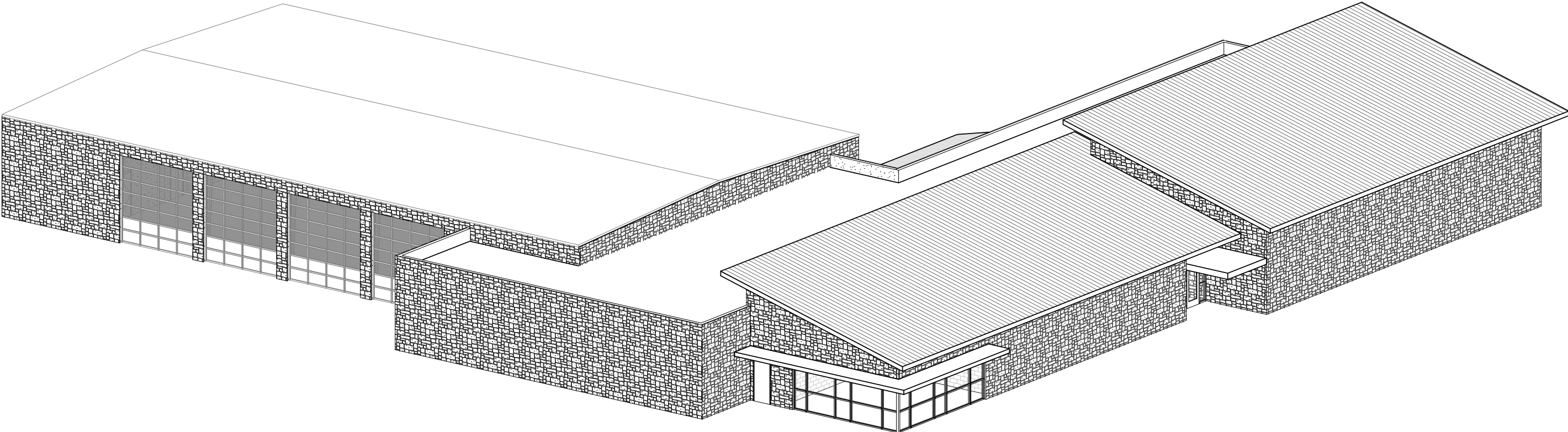
I make a Motion to

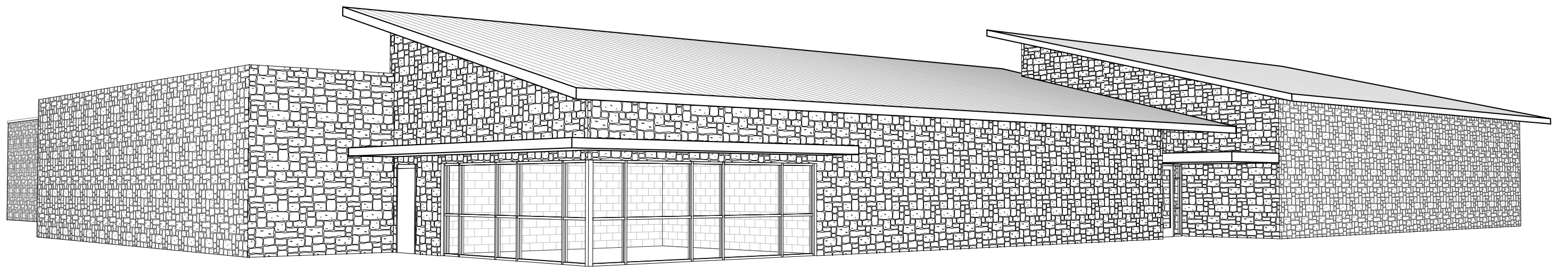
APPROVED BY: _____

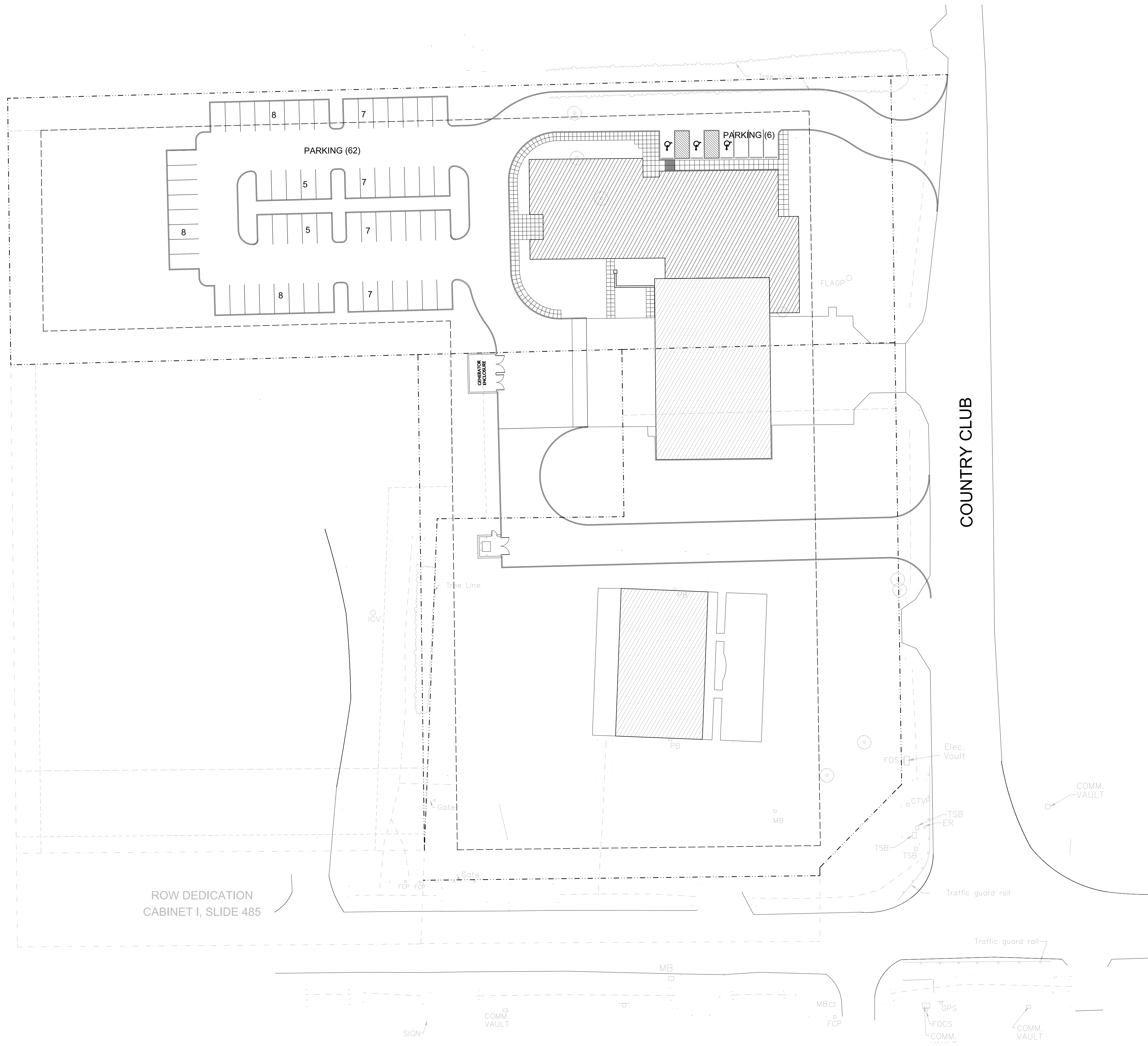
Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____







ISSUED FOR PRESENTATION ONLY
 DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
LUCAS CENTRAL FIRE STATION

05-07-2013

WIGINTON, HOOKER JEFFRY ARCHITECTS



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

ISSUED FOR PRESENTATION ONLY
DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

LUCAS CENTRAL FIRE STATION



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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 amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to approve/deny the amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifth day of July in the year Two Thousand Twelve
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

City of Lucas
665 Country Club Road
Lucas, TX 75002-7651
Telephone Number: 972-727-8999
Fax Number: 972-727-0091

and the Architect:
(*Name, legal status, address and other information*)

Wiginton Hooker Jeffry Architects P.C.
500 N. Central Expressway, Suite 300
Plano, Texas 75074
Telephone Number: 972-665-0657
Fax Number: 972-665-0656

for the following Project:
(*Name, location and detailed description*)

City of Lucas Central Fire Station Renovation & Addition
North West corner of the intersection of Country Club Road and West Lucas Road in
Lucas, Texas.
The project will generally consist of demolition of existing living quarters, renovation of
existing Apparatus Bays and addition of new living quarters and administrative offices.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Paragraph deleted)

Addition and renovation to the Lucas Central Fire Station. The project will generally consist of demolition of existing living quarters, renovation of existing Apparatus Bays and addition of new living quarters and administrative offices.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect and Architect's Consultants shall perform its services consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence.

.2 Automobile Liability

\$1,000,000 single limit

.3 Workers' Compensation

\$500,000 each accident

.4 Professional Liability

\$1,000,000

The claims made for Professional Liability insurance coverage is the total aggregate limit for all claims presented with the annual policy period and is subject to a deductible.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

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The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or twelve (12) months after the start of Construction, whichever occurs first.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect and the Owner shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	See 4.2 below.
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Architect	See 4.2 below.
§ 4.1.7 Civil engineering	Architect	See 4.2 below.
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	See 4.2 below.
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28 Topographic Survey Services	Architect	See 4.2 below.
§ 4.1.30 Geotechnical Investigation	Architect	See 4.2 below.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Item 4.1.1 – Programming: The Architect shall provide programming services. Programming services shall include meetings to determine needs and a summary of spaces and sizes, detailed room data sheets and 3D diagrams for all spaces to be included in the building.

Item 4.1.6 – Building Information Modeling: The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services. No extra fee will be charged for this use of BIM.

Item 4.1.7 – Civil Engineering Services: Services shall include on-site design for Site Grading, Site Drainage, Water and Wastewater, Paving & Dimensional Control and Erosion Control Plan. TxDOT Drive

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User Notes:

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Permits are not included in this scope. Design of improvements or extensions of the public water and sewer system, or improvements or extensions to City streets are not included.

Item 4.1.11 – Detailed Cost Estimating: A total of three (3) Cost Estimates shall be prepared at the following design milestones: one at the completion of Schematic Design, one estimate during Design Development and one estimate during Construction Documents.

Item 4.1.28 – Topographic Survey Services: Services shall include contour information, existing drainage facilities, ditches, the location of all visible above-ground utilities, the diameter and species of large trees, and property corners as reference points.

Item 4.1.30 – Geotechnical Investigation: Services shall include subsurface investigation of proposed site with a quantity of borings and depths required to establish the bearing capacity of the site. The written Geotechnical Report will include determination of Potential Vertical Movement, recommendations for soil modification, foundation options and design recommendations, the boring logs and test data. Two bound copies of the report will be provided to the Client.

These services do not include clearing to obtain access to testing site, replacement of soil within test boring hole to its original compaction (settlement of the hole may occur), or repair of pavement or grading of sites after completion of testing due to drilling rig causing damage to property due to the weight of the machine.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- (Paragraph deleted)
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; "Extensive Number" shall be defined as more than 2 claims;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. In addition, Services provided by the Architect under Article 3.6 "Construction Phase Services" are based upon a twelve (12) month Construction Phase and include the number of visits indicated in 4.3.3 above. Should the Architect be required to provide services beyond this timeframe or quantity of trips, the Architect shall be compensated in accordance with Article 11.3 for these Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

Init.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 DELETED.

Init.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For Basic Services, the estimated fee shall be one hundred seventeen thousand eight hundred fifty two dollars (\$117,852.00), which is based on nine and one-half percent (9.5%) of the total Cost of the Work, as defined in Article 6, which currently is budgeted at \$1,240,548.00. Should the budgeted Cost of the Work or the final Cost of the Work vary from this, the fee shall be adjusted accordingly based upon the percentage listed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

Item 4.1.1	Programming	\$	10,000.00
Item 4.1.7	Civil Engineering/Design	\$	45,500.00
Item 4.1.11	Detailed Cost Estimating	\$	5,500.00
Item 4.1.28	Topographic Survey	\$	3,900.00
Item 4.1.30	Geotechnical Investigation	\$	6,700.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

On a mutually agreeable stipulated sum; or failing this on an hourly basis at the Architect’s normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus thirty percent (30%).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty five	percent (25	%)
Construction Documents Phase	Thirty	percent (30	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	One hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(Paragraphs deleted)

Employee or Category	Rate
Sr. Principal	\$250
Principal	\$200
Sr. Project Manager	\$150
Project Manager	\$125
Sr. Project Designer	\$150
Project Designer	\$125
Sr. Const. Administrator	\$135
Construction Administrator	\$75
Project Architect/Coordinator	\$110
Intern/CADD Operator 3	\$90
Intern/CADD Operator 2	\$80
Intern/CADD Operator 1	\$70
Specification Writer	\$100
Clerical	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable Expenses shall not exceed twenty thousand dollars (\$20,000.00) without prior approval from the Owner.

Costs associated with the printing of bid documents and specifications and delivery of same will be in addition to the allowance or billed directly to the Owner.

§ 11.8.3 The total estimated fee for Basic Services, Additional Services listed in Section 11.2 and Reimbursable Expenses listed in Section 11.8 shall be two hundred nine thousand four hundred fifty two dollars (\$209,452.00).

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

On a mutually agreeable stipulated sum.

Init.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12.00% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Jeff Jenkins, City Manager

(Printed name and title)

(Signature)

Anthony M. Jeffrey, AIA., Sr. Vice President

(Printed name and title)

AMENDMENT ONE

May 24, 2013

B101-2007 Owner / Architect Agreement

This is Amendment One to the Owner / Architect Agreement dated July 5, 2012 (AIA Document B101-2007) for the City of Lucas Central Fire Station Renovation and Addition. The City of Lucas (the "Owner") and Wiginton Hooker Jeffry, P.C. (the "Architect") agree to revise the following sections to read as follows:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

For Basic Services, the estimated fee shall be two hundred eighteen thousand five hundred dollars (\$218,500.00), which is based on nine and one-half percent (9.5%) of the total Cost of the Work, as defined in Article 6, which currently is budgeted at \$2,300,000.00. Should the budgeted Cost of the Work or the final Cost of the Work vary from this, the fee shall be adjusted accordingly based upon the percentage listed.

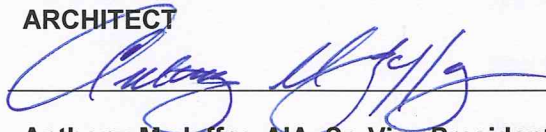
§ 11.8.3 The total estimated cost for Basic Services, Additional Services listed in Section 11.2 and Reimbursable Expenses listed in Section 11.8 shall be three hundred ten thousand one hundred dollars (\$310,100.00).

This Amendment entered into as of the day and year first written above.

OWNER

ARCHITECT

Jeff Jenkins, City Manager



Anthony M. Jeffry, AIA, Sr. Vice President



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 2013

Requestor: CM Debbie Fisher

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider amending the Code of Ordinance, Chapter 5, Fire Prevention and Protection, Article 5.03 Fire Code, Section 5.03.002 Amendments, concerning burning inside the city limits.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion...

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

2003 International Fire Code

Below are the exceptions for Section 307.3 of the International Fire Code (2003 edition). As stated in the code book the exceptions remain unchanged.

SECTION 307 OPEN BURNING AND RECREATIONAL FIRES

307.1 General.

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with this section.

307.2 Permit required.

A permit shall be obtained from the fire code official in accordance with [Section 105.6](#) prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.2.1 Authorization.

Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.2.2 Prohibited open burning.

Open burning that will be offensive or objectionable because of smoke or odor emissions when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the permit holder or the fire department of open burning which creates or adds to a hazardous or objectionable situation.

307.3 Location.

The location for open burning shall not be less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.

Exceptions:

1. Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

307.3.1 Bonfires.

A bonfire shall not be conducted within 50 feet (15 240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which

could cause a fire to spread within 50 feet (15 240 mm) of a structure shall be eliminated prior to ignition.

307.3.2 Recreational fires.

Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.

307.4 Attendance.

Open burning, bonfires or recreational fires shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with [Section 906](#) with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

Mayor and Council members,

First, congratulations on achieving the Firewise Community designation in February.

In light of this accomplishment, I would like to ask the City Council to consider the current Lucas City Ordinance on outdoor burning. From Section 5.03.002 in the Lucas Code of Ordinances

“Sec. 5.03.002 Amendments

The provisions of the International Fire Code, as adopted herein, are amended and modified in accordance with the following:

Section 307.3, change to read as follows:

307.3 Location. The location for open burning shall not be less than 300 feet (91,440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91,440 mm) of any structure.

{exceptions unchanged}”

The exceptions in the 2003 International Fire Code:

“Exceptions:

1. Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914mm) or less in diameter and 2 feet (610 mm) or less in height.”

From the permit for open burning available at city hall and online:

“**CLEARANCES:** Open burning is **NOT** permitted on lots where there is less than 300 feet of clearance from a structure and 50 feet from other combustible material, i.e. trees, bushes, power lines, etc. There **MUST** be a 50 foot fire break around the material to be burned.”

The Lucas City web site and the Lucas Fire Department web site both state:

“Clear the area, stay a safe distance from exposure (a 300 ft. minimum from any structure is required) and provide a means of extinguishing the material if required.”

It seems pretty clear the intent of the ordinance is that a 300 foot minimum from any structure is required. In my opinion, this city ordinance is either being ignored or misunderstood. I live on Northfork Ln where most lots are about two acres and all are within the Lucas city limits. Lot sizes are generally around 330 ft. by 264 ft. It’s easy to calculate that with a house placed on the lot it’s not easy to find a location that is more than 300 feet from any structure and 50 feet from treelines. Nonetheless

a few of my neighbors maintain burn piles and usually will burn multiple times every year. These burn piles are easily more than 3 ft in diameter and 2 ft in height.

I would like to ask the City Council to consider a change to the ordinance that is more in line with our neighbor to the north, Fairview. Within Fairview city limits, agricultural burns are only allowed on 10+ acre lots.

The Texas Commission on Environmental Quality released a document on Outdoor Burning in Texas, RG-049 in 2008.

<http://www.tceq.texas.gov/publications/rg/rg-049.html>

This document recommends outdoor burning not be conducted where alternatives exist, especially for nonattainment counties. I believe Collin County still has nonattainment status. Our current trash pickup service will pick up branch trimmings and other yard debris considered "domestic waste." The majority of my neighbors take advantage of this service by setting out their yard debris for pickup. In my opinion, outdoor burning of yard waste on small lots is unnecessary and creates a nuisance for neighbors.

Thanks for listening.

Best Regards,

Kenneth Mahrt

1940 Northfork Ln



City of Lucas Council Agenda Request

Council Meeting: June 6, 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 appointing a member of Council to serve as a voting representative to the North Central Texas Council of Governments General Assembly (NCTCOG).

RECOMMENDED ACTION:

SUMMARY:

Under the Bylaws of the NCTCOG, each member government is entitled to one voting representative on the General Assembly. The voting representative must be an elected official from the governing body of the member government. This voting representative service as a liaison between the local government and NCTCOG; received publications and announcements from NCTCOG; and is eligible to vote on proposed Bylaws amendments and for candidates to serve on NCTCOG's Executive Board. A city or county official must be a designated voting representative in order to be considered for service on the Executive Board.

Some voting representatives may have retired from office or some member governments may wish to select a different representative from one currently serving. Therefore, NCTCOG annually requests recertification of voting representatives – usually after the municipal/school board elections. If you wish, you have the option to appoint your existing voting representative, without formal reappointment, unless that person is no longer in office.

MOTION:

I make a Motion to appoint _____ a member of Council to serve as a voting representative to the North Central Texas Council of Governments General Assembly (NCTCOG).

APPROVED BY: _____ Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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 cancellation of the July 4th City Council Regular meeting.

RECOMMENDED ACTION:

SUMMARY:

On July 4th the City is closed in observance of Independence Day.

MOTION:

I make a Motion to approve the cancellation of the July 4th City Council Regular meeting.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: June 6, 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: _____ / _____