



**PUBLIC NOTICE**  
**City Council Meeting**  
**July 18, 2013, at 7:00 PM**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, July 18, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

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**Agenda**

**Call to Order**

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

**Citizens' Input**

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

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1) Citizens' Input.

**Community Interest**

2) Items of Community Interest.

**Public Hearings**

The Public Hearing agenda is provided for the purpose of allowing citizens to ask specific questions regarding only the subject posted for the Public Hearing. Generally

the Public Hearing is required by State Law and a record of those attending the Public Hearing is maintained as part of the official record of the proceedings.

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- 3) Public Hearing/Discuss and Consider an application request by Murphy Oil for a site plan for the operation of a Refueling Station and convenience store. 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 Wal-Mart.
- 4) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-07-00760** of the City of Lucas, Texas, concerning an amendment to the City of Lucas' Code of Ordinance Chapter 14 "Definition" by adding definitions for a drive-through, drive-thrus, drive-in, and drive-up.
- 5) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-07-00761** of the City of Lucas, Texas, concerning an amendment to the City of Lucas' Code of Ordinances Chapter 14 "Zoning"; Article 14.03 "Districts"; Division 7 regarding the Commercial Business District (CB) by amending Section 14.03.353, Development Regulations subsection (9) to read as follows: Impervious Coverage, the maximum impervious coverage shall not exceed sixty-five percent (65%) of the total lot area, exclusive of green space permitted in the Commercial Business District (CB).

### **Regular Agenda**

- 6) Discuss and Consider the approval of a landscape plan for Murphy Oil to operate a Refueling Station and convenience store. 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 Wal-Mart. **[Hilbourn]**

- 7) Discuss and Consider the approval of an Advance Funding Agreement between the City of Lucas and Texas Department of Transportation (TxDot) for the widening from a two-lane street to a three/four lane divided street to include traffic signal modifications at FM 2551 and FM 1378 on West Lucas Road from FM 2551 to FM 1378. **[Foerster]**
- 8) Discuss and Consider the approval of an Interlocal Agreement between the City of Lucas and Collin County concerning law enforcement services. **[Jenkins]**
- 9) Discuss and Consider the approval of Amendment No. Eight (8) of an Interlocal Agreement between the City of Lucas and Collin County concerning jail services. **[Jenkins]**
- 10) Discuss and Consider wastewater treatment issues for the new Huffines development, Seis Lagos, and proposed Brockdale development. **[Jenkins]**
- 11) Discuss and Consider the seating arrangement of the City Council. **[Peele]**
- 12) Adjournment.

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

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**Approval**

Approved by: Mayor Rebecca Mark, July 2, 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, July 12, 2013, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC  
City Secretary

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

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# LUCAS CITY COUNCIL

Meeting Date July 18, 2013

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## AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

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

## Informational Purposes

City Manager Jeff Jenkins

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Manager Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth



**City of Lucas  
Council Agenda Request**

Council Meeting: July 18, 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: July 18, 2013

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

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Items of Community Interest.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

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

Initial/Date

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

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



# City of Lucas Council Agenda Request

Council Meeting: July 18, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: \_\_\_\_\_

Date Prepared: July 1, 2013

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Public Hearing/Discuss and Consider an application request by Murphy Oil for a site plan for the operation of a refueling station and convenience store. 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 Wal-Mart.

**RECOMMENDED ACTION:**

Recommend approval as presented.

**SUMMARY:**

Yezenia Ortiz has submitted an application on behalf of Bassam Ziada, a project manager for Murphy Oil, for approval of a site plan for a refueling station with a convenience store in the Commercial Business (CB) district adjacent to Angel Parkway and just to the North of the Existing Wal-Mart. The property is more formally known as Abs A0821 William Snider Survey, Tract 32, and 6.47 acres.

**MOTION:**

I make a Motion to approve/deny the site plan for the operation of a refueling station and convenience store. 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 Wal-Mart.

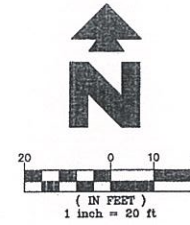
**APPROVED BY:** \_\_\_\_\_

Initial/Date

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

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





ZONING:  
CB (COMMERCIAL BUSINESS)

EXISTING legend table with symbols for Iron Rod Found, Iron Rod Set, Power Pole, Guy Wire, Fire Hydrant, Water Valve, Fire Hydrant Sprinklers, Sanitary Sewer Manhole, Light Pole, Control Valve, Gas Valve, Reinforced Concrete Pipe, and Dead Records Callin County, Texas.

PROPOSED legend table with symbols for Boundary Line, Concrete Integral Curb, Construction Fence, Building/Canopy Control Point, and Future Right of Way Dedication.

GENERAL SITE NOTES

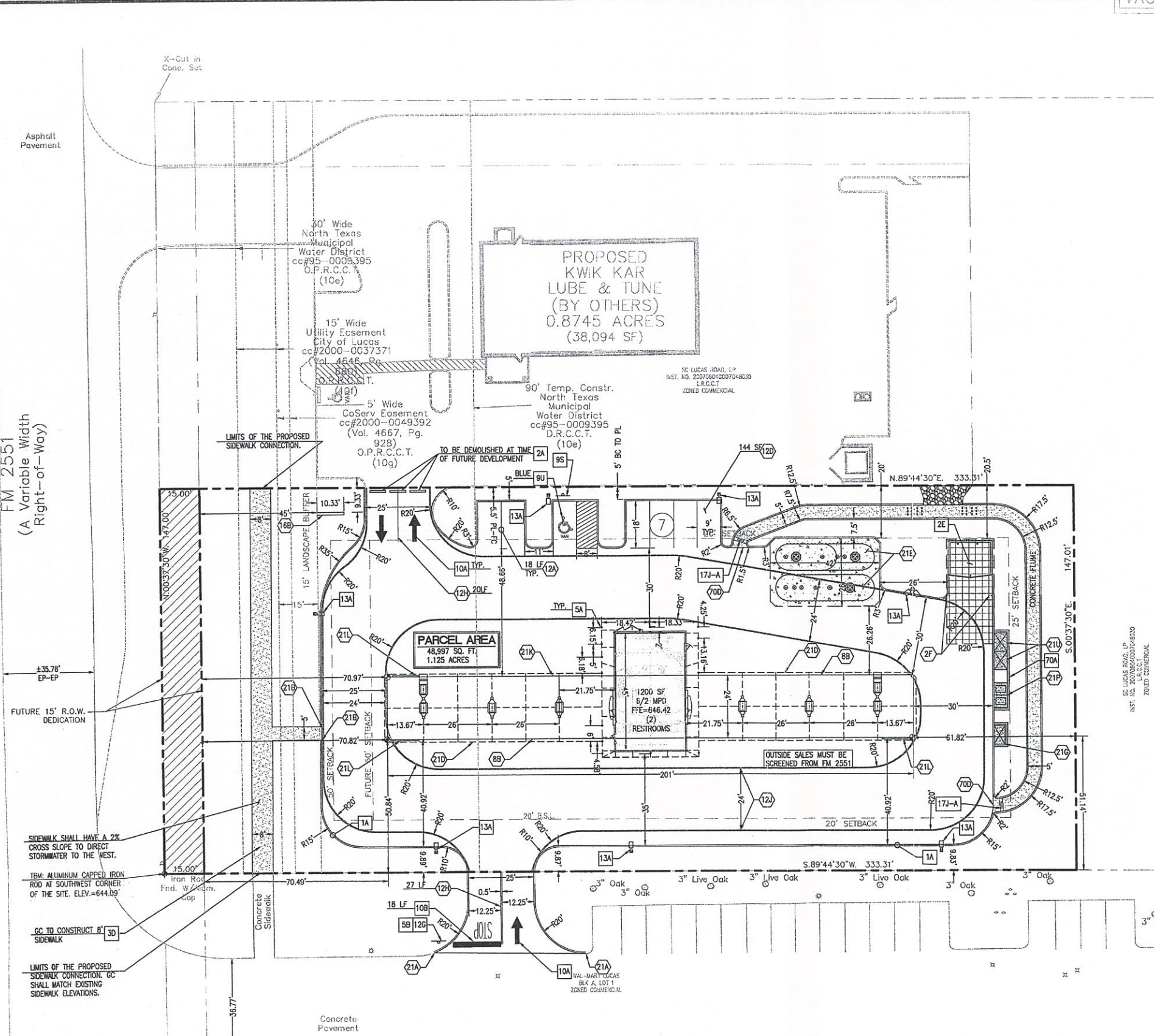
- A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
B. ALL CURB RETURN RADI SHALL BE 2', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
C. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON:
D. CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED LIGHT FIXTURES AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS.
E. THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWINGS IS FOR GRAPHICAL REPRESENTATION ONLY.
F. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED.

SITE NOTES

- 2F DIAL (2) 3/4" X 5/8" DIA. HOLES (1) EACH FOR OPEN POSITION & CLOSED POSITION OF GATES.
8B OVERHEAD CANOPY - (TYP.-PER CANOPY PLANS)
12A 4" TRAFFIC YELLOW LANE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
12B 4" WIDE PAINTED BLUE STRIPES AT HANDICAPPED SPACES.
12H 4" DOUBLE TRAFFIC YELLOW LANE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
12J FIRE LANE STRIPING (PER CITY OF LUCAS CODE: FIRE APPARATUS ACCESS RADIUS SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE.)
16B MURPHY OIL MONUMENT SIGN.
21K MURPHY EXPRESS ID SIGN.
21L PLATE SIGN.
21P 5' X 10' PROPANE PAD.
21U 5' X 7' ICE UNIT(S).
70D CONCRETE FLUME WITH ENERGY DISSIPATORS.

SITE DETAILS - SEE DETAIL SHEETS

PARKING INFORMATION: MURPHY table with columns for DESCRIPTION, BUILDING AREA (S.F.), RATIO, REGULAR, ACCESSIBLE, VAN ACCESSIBLE, and TOTAL. Includes stall dimensions of 90' x 18'.



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

FUTURE 15' R.O.W. DEDICATION

SIDEWALK SHALL HAVE A 2% CROSS SLOPE TO DIRECT STORMWATER TO THE WEST.

LIMITS OF THE PROPOSED SIDEWALK CONNECTION, CC SHALL MATCH EXISTING SIDEWALK ELEVATIONS.

Greenbergfarrow

1400 W. PEACHTREE ST., NW SUITE 202  
ATLANTA, GA 30309  
TEL: (404) 525-8800  
FAX: (404) 525-8801  
DWC NAME: LUCAS TX  
JOB NO. 2013006

MURPHY OIL USA, INC.

MURPHY USA  
422 NORTH WASHINGTON  
EL DORADO, AR 71730





## NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas (the "City"), will conduct a Public Hearing on Thursday, **June 13, 2013 at 7:00 p.m.** and City Council will conduct a second Public Hearing on **Thursday, July 18, 2013 at 7:00 p.m.** in the City Council Chambers, 665 Country Club, Lucas, Texas to consider an application request Murphy Oil for a site plan for the operation of a Refueling Station and convenience store. 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 Wal-Mart.

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

*Kathy Wingo*, TRMC, MMC  
City Secretary



# City of Lucas Council Agenda Request

Council Meeting: July 18, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: \_\_\_\_\_

Date Prepared: June 26, 2013

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-07-00760** of the City of Lucas, Texas, concerning an amendment to the City of Lucas' Code of Ordinance Chapter 14 "Definition" by adding definitions for a drive-through, drive-thrus, drive-in, and drive-up.

**RECOMMENDED ACTION:**

Recommend approval as presented.

**SUMMARY:**

Add a definition to the code of ordinances for drive-thru, drive-through, drive-in, or drive-up.

A drive-through, drive-thru, drive-in, or drive-up is a service provided by a business that allows customers to purchase a product without leaving their car. For the purposes of this article any service that is provided to a customer without the need for the customer to leave their vehicle is a drive through, drive-thru, drive in or drive up.

**MOTION:**

I make a Motion to approval/deny **Ordinance # 2013-07-00760** of the City of Lucas, Texas, concerning an amendment to the City of Lucas' Code of Ordinance Chapter 14 "Definition" by adding definitions for a drive-through, drive-thrus, drive-in, and drive-up.

**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 # 2013-07-00760**  
**[AMENDING CODE OF ORDINANCE CHAPTER 14]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING” BY AMENDING ARTICLE 14.01 TITLED “GENERAL PROVISIONS” BY AMENDING DIVISION 1 TITLED “GENERALLY” BY AMENDING SECTION 14.01.004 TITLED “DEFINITIONS” BY PROVIDING FOR A DEFINITION FOR DRIVE-THROUGH, DRIVE-THRU, DRIVE-IN OR DRIVE-UP; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Lucas, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Lucas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the 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, the City Council has concluded that the Lucas Code of Ordinances and Zoning Regulations should be amended as follows:

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

**Section 1.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 “Zoning” by amending Article 14.01 “General Provisions” by amending Division 1 “Generally” by amending “Definitions” to read as follows:

**“ARTICLE 14. 01 GENERAL PROVISIONS**

**Division 1. Generally**

...

**Sec. 14.01.004 Definitions**

(a) Tense, plurality, etc. Words used in the present tense include the future; words in the singular number include the plural number and words in the plural number include the singular number; the word “building” includes the word “structure”; the word “lot” includes the words “plot” and “tract,” etc.; the word “shall” is mandatory and not discretionary.

(b) Definitions.

...

*Drive-Through, Drive-Thru, Drive-In, or Drive-Up.* A service provided by a business that allows customers to purchase a product without leaving their cars. For the purposes of this definition, any service that is provided to a customer without the need for the customer to leave their vehicle is a drive-through, drive-thru, drive-in or drive-up.

...”

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

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

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

**Section 5.** 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 the in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) 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 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 18<sup>TH</sup> DAY OF JULY, 2013.**

APPROVED:

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Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joe Gorfida, Jr., City Attorney  
(JJG/06-21-13/61161)

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Kathy Wingo, TRMC, MMC, City Secretary



## NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas (the "City"), will conduct a Public Hearing on Thursday, **June 13, 2013 at 7:00 p.m.** and City Council will conduct a second Public Hearing on **Thursday, July 18, 2013 at 7:00 p.m.** in the City Council Chambers, 665 Country Club, Lucas, Texas to consider a change to the City of Lucas' Zoning Code of Ordinances by adding definitions to read as follows:

A drive-through, drive-thrus, drive-in, or drive-up is a service provided by a business that allows customers to purchase a product without leaving their car. For the purposes of this definition any service that is provided to a customer without the need for the customer to leave their vehicle is a drive-through, drive-thrus, drive-in or drive-up.

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

*Kathy Wingo*, TRMC, MMC  
City Secretary



# City of Lucas Council Agenda Request

P & Z Meeting: July 18, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #:

Date Prepared: June 26, 2013

Budgeted Amount: \$

Exhibits:  Yes  No

## AGENDA SUBJECT:

Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-07-00761** of the City of Lucas, Texas, concerning an amendment to the City of Lucas' Code of Ordinances Chapter 14 "Zoning"; Article 14.03 "Districts"; Division 7 regarding the Commercial Business District (CB) by amending Section 14.03.353, Development Regulations subsection (9) to read as follows: Impervious Coverage, the maximum impervious coverage shall not exceed sixty-five percent (65%) of the total lot area, exclusive of green space permitted in the Commercial Business District (CB).

## RECOMMENDED ACTION:

Recommend approval as presented.

## SUMMARY:

### **Change From Sec. 14.03.353 Development regulations**

(9) Impervious coverage. The maximum impervious coverage shall not exceed seventy-five percent (75%) of the total lot area, exclusive of green space.

### **Change To Sec. 14.03.353 Development regulations**

(9) Impervious coverage. The maximum impervious coverage shall not exceed sixty-five percent (65%) of the total lot area, exclusive of green space.

## MOTION:

I make a Motion to approve/deny **Ordinance # 2013-07-00761** of the City of Lucas, Texas, concerning an amendment to the City of Lucas' Code of Ordinances Chapter 14 "Zoning"; Article 14.03 "Districts"; Division 7 regarding the Commercial Business District (CB) by amending Section 14.03.353, Development Regulations subsection (9) to read as follows: Impervious Coverage, the maximum impervious coverage shall not exceed



sixty-five percent (65%) of the total lot area, exclusive of green space permitted in the Commercial Business District (CB).

**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 # 2013-07-00761  
[AMENDING CODE OF ORDINANCE CHAPTER 14 “ZONING”]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING” BY AMENDING ARTICLE 14.03 TITLED “DISTRICTS” BY AMENDING DIVISION 7 TITLED “COMMERCIAL BUSINESS DISTRICT” BY AMENDING SECTION 14.03.353 TITLED “DEVELOPMENT REGULATIONS” BY AMENDING THE PERCENTAGE REQUIREMENT FOR MAXIMUM IMPERVIOUS COVERAGE OF A TOTAL LOT AREA; 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) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Lucas, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Lucas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the 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, the City Council has concluded that the Lucas Code of Ordinances and Zoning Regulations should be amended as follows:

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

**Section 1.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 “Zoning” by amending Article 14.03 “Districts” by amending Division 7 “CB Commercial Business District” by amending subsection 14.03.353 “Development regulations” to read as follows:

**“ARTICLE 14.03 DISTRICTS**

...

**Division 7. CB Commercial Business District**

...

**Sec. 14.03.353            Development regulations**

In the commercial business district, the following development regulations shall be applicable to all buildings:

...

(9) Impervious coverage. The maximum impervious coverage shall not exceed sixty-five percent (65%) of the total lot area, exclusive of green space.

...”

**Section 4.** All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

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

**Section 6.** An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

**Section 7.** 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 City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 8.** 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 18<sup>TH</sup> DAY OF JULY, 2013.**

APPROVED:

---

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joe Gorfida, Jr., City Attorney  
(JG/06-21-13/61162)

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Kathy Wingo, TRMC, MMC, City Secretary



## NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas (the "City"), will conduct a Public Hearing on Thursday, **June 13, 2013 at 7:00 p.m.** and City Council will conduct a second Public Hearing on **Thursday, July 18, 2013 at 7:00 p.m.** in the City Council Chambers, 665 Country Club, Lucas, Texas to consider a change to the City of Lucas' Zoning Code of Ordinances by amending the maximum impervious coverage permitted in the Commercial Business District (CB) which shall read as follows:

### **Sec. 14.03.353 Development regulations**

(9) Impervious coverage. The maximum impervious coverage shall not exceed sixty-five percent (65%) of the total lot area, exclusive of green space.

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

*Kathy Wingo*, TRMC, MMC  
City Secretary



# City of Lucas Council Agenda Request

Council Meeting: July 18, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: \_\_\_\_\_

Date Prepared: June 26, 2013

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a landscape plan for Murphy Oil to operate a Refueling Station and convenience store. 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 Wal-Mart.

**RECOMMENDED ACTION:**

Recommend approval as presented.

**SUMMARY:**

**MOTION:**

I make a Motion to **approve/deny** the landscape plan for Murphy Oil to operate a Refueling Station and convenience store. 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 Wal-Mart.

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

Initial/Date

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

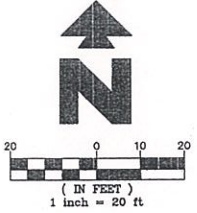
City Manager: \_\_\_\_\_ / \_\_\_\_\_



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

5' Wide  
CoServ Easement  
cc#2000-0049392  
(Vol. 4667, Pg.  
928)  
O.P.R.C.C.T.  
(10g)

90' Temp. Constr.  
North Texas  
Municipal  
Water District  
cc#95-0009395  
D.R.C.C.T.  
(10e)



SHEET NO.

C-10



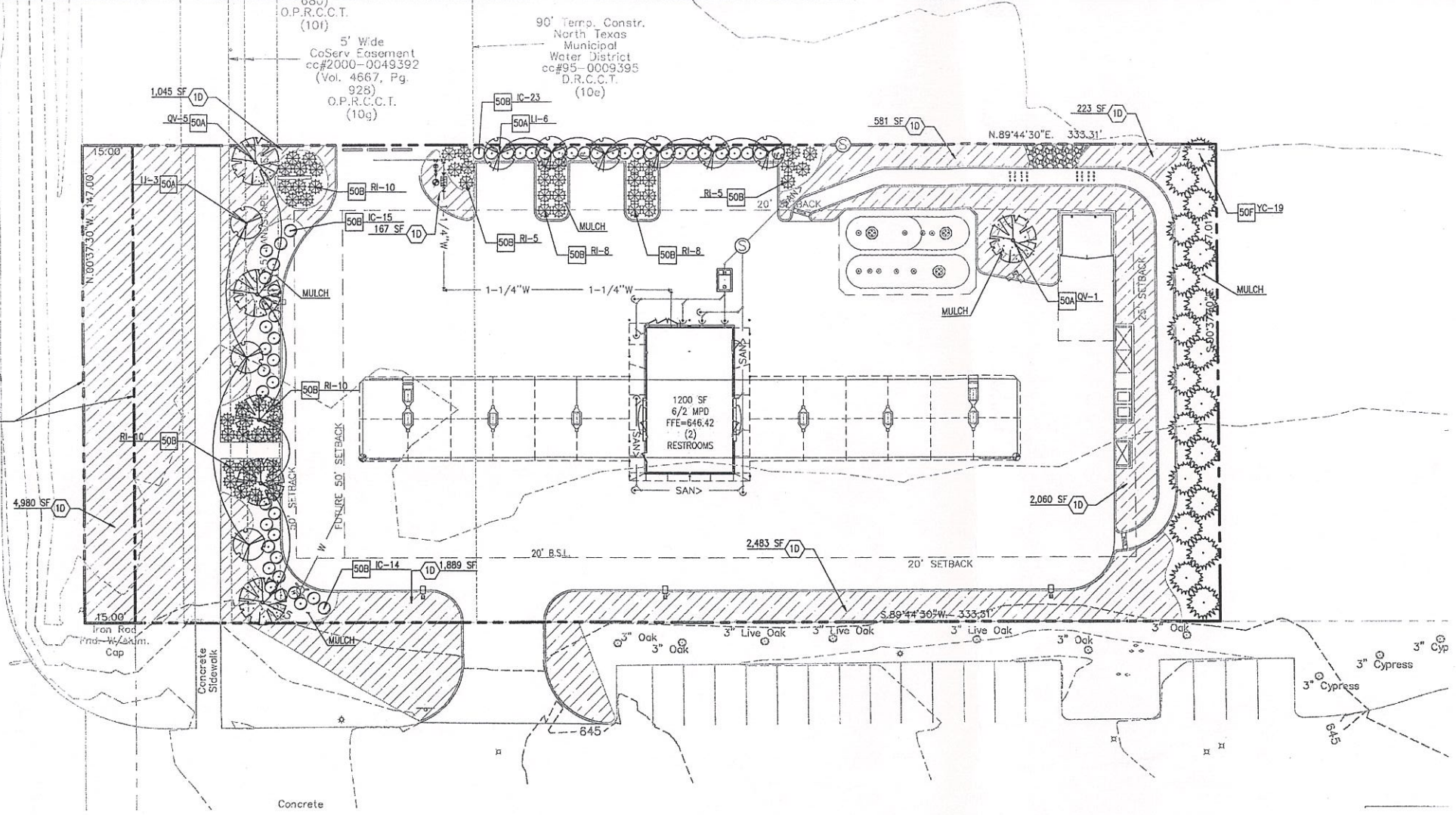
LANDSCAPE PLAN  
MURPHY EXPRESS  
NEQ WEST LUCAS ROAD AND FM 2551  
LUCAS TEXAS

GreenbergFarrow

1430 W. PEACHTREE ST. SUITE 200  
ATLANTA, GA 30309  
PHONE: (404) 601-4000  
FAX: (404) 601-9070  
TWC NAME: LUCASKA  
JOB NO: 20130006

MURPHY OIL USA, INC.

422 NORTH WASHINGTON  
EL DORADO, AR 71730



EXISTING:

|       |   |                                   |
|-------|---|-----------------------------------|
| IRF   | ○ | Iron Rod Found                    |
| IRS   | ○ | 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                         |
| RCP   | ○ | 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-200.1-1986)
  - 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 RESEEDED PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE COVERED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
  - 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 SEEDING 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 LAWN AREAS IN A THRIVING CONDITIONS. UPON FINAL ACCEPTANCE, OWNER SHALL ASSUME ALL MAINTENANCE RESPONSIBILITIES. AFTER LAWN 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 LAWN AREAS MAY INCLUDE CLATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT, AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL SEEDED LAWN AREA.

LANDSCAPE NOTES

|   |                                  |
|---|----------------------------------|
| ○ | LANDSCAPE NOTES                  |
| ▨ | ID SOODED AREA (COMMON BERBERDA) |

LANDSCAPE DETAILS

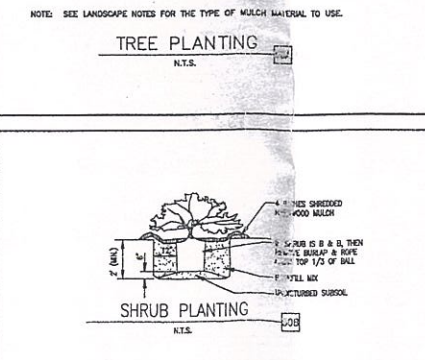
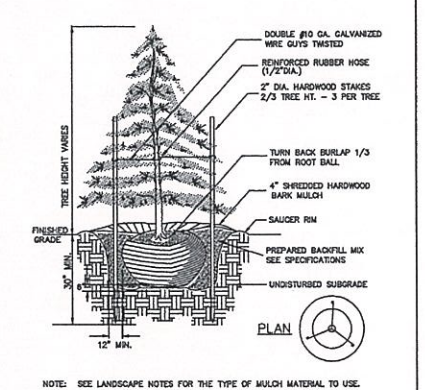
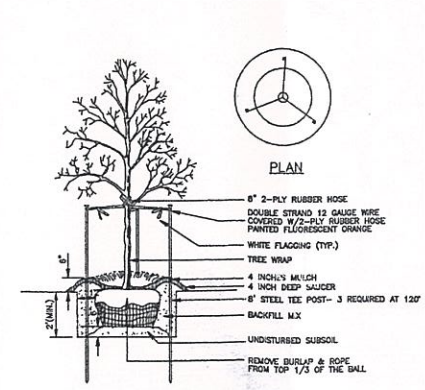
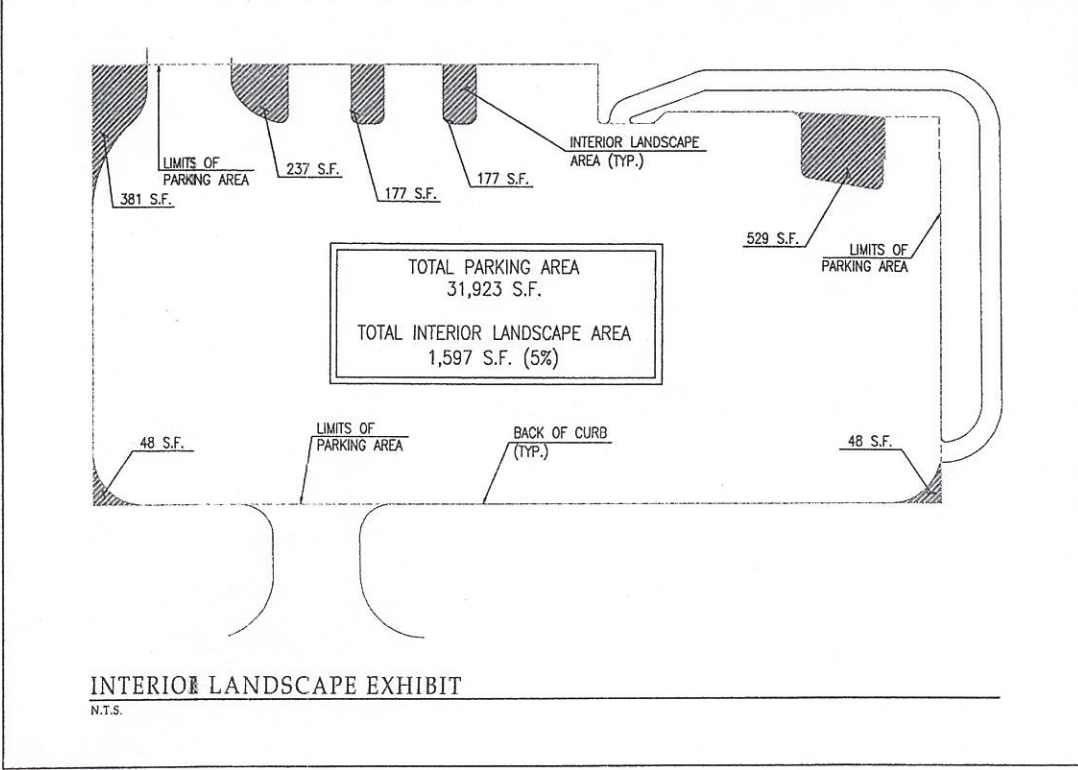
|     |                                |
|-----|--------------------------------|
| 50A | TREE PLANTING (TYP.)           |
| 50B | SHRUB PLANTING (TYP.)          |
| 50F | EVERGREEN TREE PLANTING (TYP.) |

PLANT LIST

| KEY | QTY | COMMON NAME / BOTANICAL NAME                                      | SIZE            | REMARKS                       |
|-----|-----|---|-----------------|-------------------------------|
| QV  | 8   | LIVE OAK<br><i>Quercus virginiana</i>                             | 4" CAL.         | 16-18' HEIGHT, FULL HEAD      |
| LI  | 8   | CHEROKEE CRAPE MYRTLE<br><i>Lophostromis indica 'Cherokee'</i>    | 4" CAL. (TOTAL) | 7-8' HEIGHT, 5-7 CANES        |
| YC  | 19  | 'TOSHINO' JAPANESE CEDAR<br><i>Cryptomeria japonica 'Yoshino'</i> | 3" CAL.         | 8'-10' HEIGHT, 10" O.C. DIAG. |
| RI  | 56  | INDIAN HAWTHORN<br><i>Rhamphipala indica</i>                      | 5 GAL.          | 36" HEIGHT, 5" O.C.           |
| IC  | 52  | DWARF BURFORD HOLLY<br><i>Ilex cornuta 'Burford Holly'</i>        | 5 GAL.          | 36" HEIGHT, 5" O.C.           |

LANDSCAPE CALCULATIONS

|  | REQUIRED            | PROVIDED            |
|--|---------------------|---------------------|
| STREETSCAPE LANDSCAPING                  |                     |                     |
| 1 TREE & 8 SHRUBS / 20 LF = 147 LF/20    | 8 TREES & 59 SHRUBS | 8 TREES & 59 SHRUBS |
| PARKING LOT INTERIOR LANDSCAPING         |                     |                     |
| 5% OF THE PAVEMENT AREA = 31,923 SF X 5% | 1,597 SF            | 1,597 SF            |







# City of Lucas Council Agenda Request

Council Meeting: July 18, 2013

Requestor: Stanton Foerster

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 an Advance Funding Agreement between the City of Lucas and Texas Department of Transportation (TxDot) for the widening from a two-lane street to a three/four lane divided street to include traffic signal modifications at FM 2551 and FM 1378 on West Lucas Road from FM 2551 to FM 1378.

**RECOMMENDED ACTION:**

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve/deny an Advance Funding Agreement between the City of Lucas and Texas Department of Transportation (TxDot) for the widening from a two-lane street to a three/four lane divided street to include traffic signal modifications at FM 2551 and FM 1378 on West Lucas Road from FM 2551 to FM 1378.

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

Initial/Date

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

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



CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
FOR A PROJECT USING FUNDS HELD IN THE  
STATE HIGHWAY 121 SUBACCOUNT**

**City Street Improvements**

**(Off State System)**

**THIS AGREEMENT** (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and City of Lucas (Local Government), collectively, the “Parties.”

**WITNESSETH**

**WHEREAS**, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County (“SH 121 payments”); and

**WHEREAS**, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

**WHEREAS**, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the “Commission”) approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
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Funding Category: 3-RTR (SH 121 Subaccount)

**WHEREAS**, the Local Government has requested money from the SH 121 Subaccount for: the widening from a two-lane street to a three/four lane divided street to include traffic signal modifications at FM 2551 and FM 1378 on West Lucas Road from FM 2551 to FM 1378 in the City of Lucas (0918-24-194) (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money with in Minute Order 113473, dated January 31, 2013; and

**WHEREAS**, the Local Government is a political subdivision and governmental entity by statutory definition; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

**WHEREAS**, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

**NOW, THEREFORE**, the Parties agree as follows:

## **AGREEMENT**

### **Article 1. Time Period Covered**

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

### **Article 2. Project Funding**

The State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 18 of the Texas Department of Transportation bill pattern in Senate Bill 1, 82<sup>th</sup> Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2013 Fiscal Year began September 1, 2012).

CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

### **Article 3. Separate Account; Interest**

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

### **Article 4. Shortfalls in Funding**

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

### **Article 5. Return of Project Funding**

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

### **Article 6. Local Match**

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities

### **Article 7. Procurement and Contracting Process**

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and

CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.

#### **Article 8. Design Standards and Construction Specifications**

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

#### **Article 9. Right of Way**

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

#### **Article 10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

#### **Article 11. Compliance with Laws, Environmental Review and Public Involvement**

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 TAC 2.3(b)(1)(A), the State's environmental review requirements do not apply to the Project because the State is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the Local Government shall ensure that the project complies with all environmental review and public involvement requirements applicable to the Local Government under State and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

#### **Article 12. Compliance with Texas Accessibility Standards and ADA**

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article

CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

**Article 13. Work Outside the Project Site**

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

**Article 14. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 15. Audit**

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

**Article 16. Maintenance**

The Local Government shall be responsible for maintenance of the Project.

**Article 17. Responsibilities of the Parties**

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay

CSJ: 0918-24-194  
 Project: West Lucas Road  
 Limits: From FM 2551 To FM 1378  
 District: 18- Dallas  
 Code Chart: 25670  
 Funding Category: 3-RTR (SH 121 Subaccount)

any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney’s fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

**Article 18. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

| <b>Local Government:</b>  | <b>State:</b>  |
|---|--|
| City of Lucas<br>Attn: City Manager<br>665 Country Club<br>Lucas, Texas 75002 | Texas Department of Transportation<br>Attn: Director of Contract Services<br>125 East 11 <sup>th</sup> Street<br>Austin, Texas 78701 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**Article 19. Right of Access**

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

**Article 20. Project Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 21. Inspection of Books and Records**

The Local Government shall keep a complete and accurate record to document the

CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 22. NCTCOG**

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

#### **Article 23. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **Article 24. Amendments**

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

### **Article 25. Termination**

The Agreement may be terminated in the following manner:

- a. By mutual written agreement and consent of both parties;
- b. By either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- c. By the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- d. By the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

### **Article 26. Work by Debarred Person**

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

### **Article 27. Sole Agreement**

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

### **Article 28. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

### **Article 29. Remedies**

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

### **Article 30. Legal Construction**

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

### **Article 31. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.



CSJ: 0918-24-194  
Project: West Lucas Road  
Limits: From FM 2551 To FM 1378  
District: 18- Dallas  
Code Chart: 25670  
Funding Category: 3-RTR (SH 121 Subaccount)

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this Agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services

Date \_\_\_\_\_

**THE LOCAL GOVERNMENT – CITY OF LUCAS**

By \_\_\_\_\_  
Jeff Jenkins  
City Manager

Date \_\_\_\_\_

CSJ: 0918-24-194  
 Project: West Lucas Road  
 Limits: From FM 2551 To FM 1378  
 District: 18- Dallas  
 Code Chart: 25670  
 Funding Category: 3-RTR (SH 121 Subaccount)

ATTACHMENT A

**Payment Provision and Work Responsibilities**

For CSJ# 0918-24-194, the State will pay \$1,200,000 from the SH 121 Subaccount for: the widening from a two-lane street to a three/four lane divided street to include traffic signal modifications at FM 2551 and FM 1378 on West Lucas Road from FM 2551 to FM 1378 in the City of Lucas (0918-24-194).

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

| PROJECT COSTS |             |                     |   |             |                                |           |
|---------------|-------------|---------------------|---|-------------|--------------------------------|-----------|
| Description   | Fiscal Year | Total Estimate Cost | Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation |             | Local Government Participation |           |
| PE            | 2013        | \$150,000           | 80%   | \$120,000   | 20%                            | \$30,000  |
| ROW           | 2013        | \$100,000           | 80%   | \$80,000    | 20%                            | \$20,000  |
| Construction  | 2014        | \$1,250,000         | 80%   | \$1,000,000 | 20%                            | \$250,000 |
| <b>TOTAL</b>  |             | \$1,500,000         |   | \$1,200,000 |                                | \$300,000 |

The Local Government shall contribute a required local match of \$300,000

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



# City of Lucas Council Agenda Request

Council Meeting: July 18, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of an Interlocal Agreement between the City of Lucas and Collin County concerning law enforcement services.

**RECOMMENDED ACTION:**

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to **approve/deny** an Interlocal Agreement between the City of Lucas and Collin County concerning law enforcement services.

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

Initial/Date

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

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

# STATE OF TEXAS

COUNTY OF COLLIN

## INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

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

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

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

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

1. TERM. This Agreement is effective as of October 1, 2013 (the “Effective Date”), and will continue for a period of four (4) years from the Effective Date

2. COUNTY'S OBLIGATIONS.

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

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

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

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

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

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

a. whenever the vehicle is deemed by County to be in need of replacement based upon County’s standard vehicle replacement schedule; or,

b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$45,300.00 for cost of vehicle less police equipment and accessories, \$7,000.00 for operating and maintenance, and \$77,827.00 for deputy salary in the first year, October 1, 2013 through and including September 30, 2014. Successive years’ reimbursement amounts shall be negotiated and mutually agreed by both parties.

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

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

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

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2013 through and including September 30, 2014, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2013.

Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$7,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2013, a copy of the opinion of counsel, as necessary.

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

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



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

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

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

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

4. SUSPENSION OF SERVICES.

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

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

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

5. TERMINATION.

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

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

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

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

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

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

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

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



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

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

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

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

Schedule to be determined except as noted below

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

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

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

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

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

1. Total reimbursement cost for year one (1), commencing October 1, 2013 through and including September 30, 2014 shall be at the total cost of \$130,127.00, to include \$77,827.00 for deputy salary, \$45,300.00 for vehicle cost less police equipment and accessories, and \$7,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2013. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2014 through and including September 30, 2015, shall be negotiated and mutually agreed upon in writing prior to October 1, 2014, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2014. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2015 through and including September 30, 2016, shall be negotiated and mutually agreed upon in writing prior to October 1, 2015, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2015. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2016 through and including September 30, 2017, shall be negotiated and mutually agreed upon in writing prior to October 1, 2016, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2016. In

the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.



**City of Lucas  
Council Agenda Request**

Council Meeting: July 18, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of Amendment No. Eight (8) of an Interlocal Agreement between the City of Lucas and Collin County concerning jail services.

**RECOMMENDED ACTION:**

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to **approve/deny** Amendment No. Eight (8) of an Interlocal Agreement between the City of Lucas and Collin County concerning jail services.

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

Initial/Date

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

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





Amendment No. Eight (8) \_\_\_\_\_

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

|         |                              |                |                                 |
|---------|------------------------------|----------------|---------------------------------|
| Vendor: | <u>CITY OF LUCAS</u>         | Contract       | <u>Agreement, Jail Services</u> |
|         | <u>Mayor, Rebecca Mark</u>   | Agreement      | <u>12133-08</u>                 |
|         | <u>665 Country Club Road</u> |                |                                 |
|         | <u>Lucas, Texas 75002</u>    | Effective Date | <u>10/1/2013</u>                |

|                             |                       |
|-----------------------------|-----------------------|
| Awarded by Court Order No.: | <u>2003-836-10-31</u> |
| Amendment # 1               | <u>2006-277-03-28</u> |
| Amendment # 2               | <u>2007-760-09-11</u> |
| Amendment # 3               | <u>2008-782-09-23</u> |
| Amendment # 4               | <u>2009-718-09-14</u> |
| Amendment # 5               | <u>2010-545-08-02</u> |
| Amendment # 6               | <u>2011-812-10-10</u> |
| Amendment # 7               | <u>2012-489-08-06</u> |
| Amendment # 8               | _____                 |

**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT**

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2014, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

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

ACCEPTED BY:

\_\_\_\_\_ **Print Name**  
CITY OF LUCAS  
Mayor, Rebecca Mark  
665 Country Club Road  
Lucas, Texas 75002

\_\_\_\_\_  
**SIGNATURE**  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

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

\_\_\_\_\_  
 Michalyn Rains, CPPO, CPPB  
 Purchasing Agent  
 DATE: \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: July 18, 2013

Requestor: Jeff Jenkins

Prepared by: \_\_\_\_\_

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider wastewater treatment issues for the new Huffines development, Seis Lagos, and proposed Brockdale development.

### RECOMMENDED ACTION:

### SUMMARY:

Email sent from City Manager to City Council:

**From:** Jeff Jenkins

**Sent:** Wednesday, June 12, 2013 11:15 AM

**To:** CityCouncil

**Subject:** Momo on tthe meeting yesterday with consultants

As I indicated in my Monday update memo, Joe Hilbourn, Stanton Foerster, and I attended a meeting Tuesday afternoon to discuss wastewater treatment issues for the new Huffines development, as well as Seis Lagos, and the proposed Brockdale development. The Mayor and Joe Gorfida also attended this meeting. A consultant working with the three entities involved, Wylie NE SUD, Seis Lagos, and Huffines Group, along with an engineer and the general manager of WNESUD were in attendance. The meeting was at their request. The parties have been having discussions with NTMWD and indicated they and NTMWD would like to find a long-term solution for regional sewer issues in the area. NTMWD evaluated the situation and believes each entity has needs that could be met by one of several options. The consultant presented a list of three options that would address their mutual needs.

The first option, ( they indicated the least desired) would be for them to add package plants to each new development, and look at upgrades at current facilities. They indicated that NTMWD would prefer not to use this option because it is just a short-term solution for a long-term issue.

The second option is to connect into our existing Hunt property line. It is likely NTMWD would be willing to negotiate conditions for the use and/or operation of the existing line or for upsizing the line.

Finally, the third option presented would be for NTMWD to run a 10-12-inch force main sewer line through the City of Lucas, to serve the three areas indicated above,( the two new developments, and Seis Lagos.) The preliminary rough draft route showed the line going North near Winningkoff; however, they said the route was not officially determined.

We indicated to them that we had deep concerns about the second and third options, and that this is an issue that must go before Council for an in depth discussion .

We treated this meeting as an information gathering session only and did not take a position favorable for any of the above stated options. At the meeting, staff stressed the importance of this issue being discussed with Council. Therefore, this item will be brought forward for the purpose of discussion at our next Council meeting on July 18. This purpose of this discussion will be to provide you with the information that staff was provided and also to discuss any legal issues that may be involved. Staff will not be looking for any official action from the City Council during this meeting.

**MOTION:**

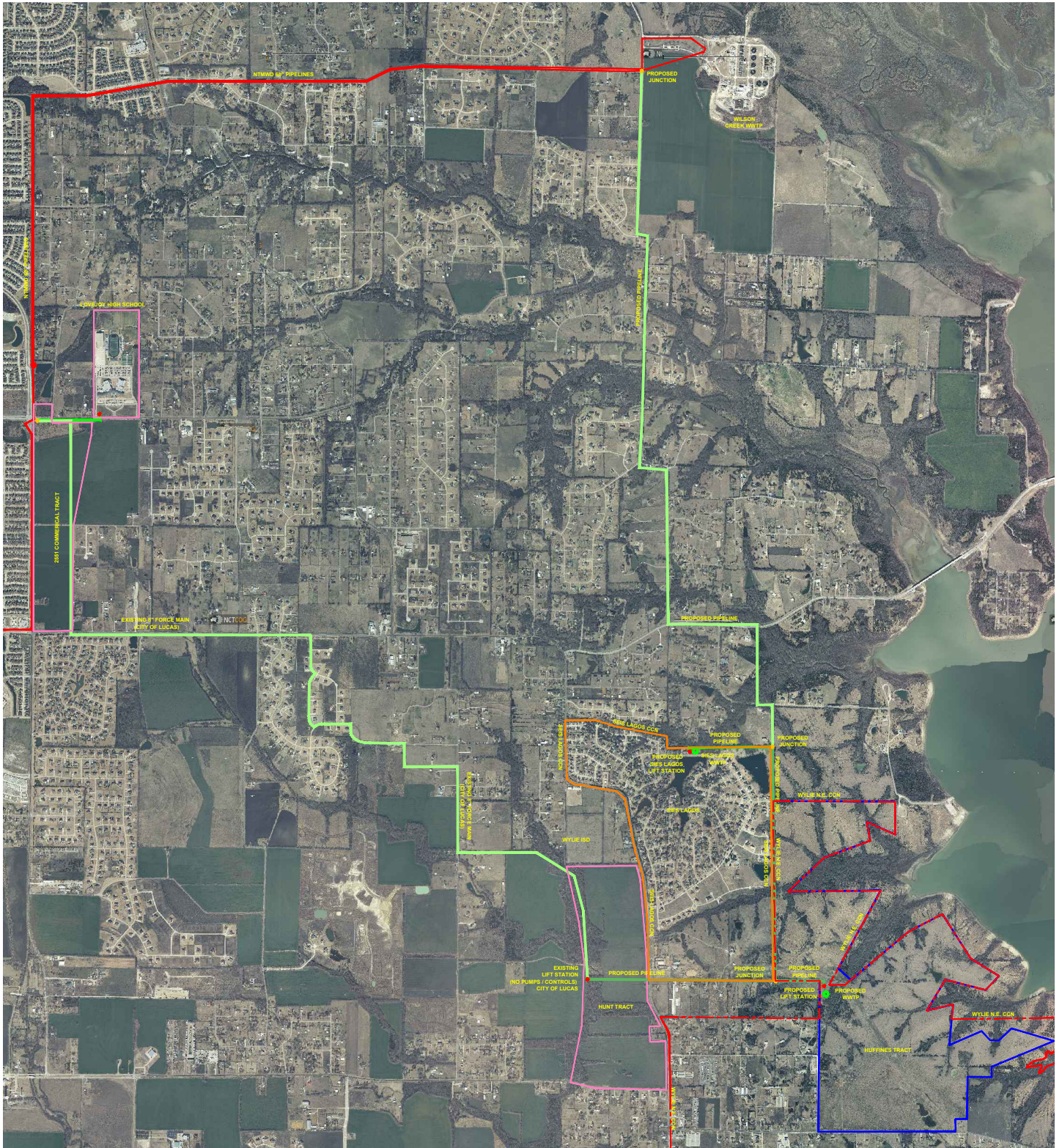
I make a Motion to....

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

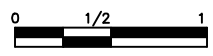
Initial/Date

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





**DBI DANIEL & BROWN INC.**  
 ENGINEERS/CONSULTANTS/PLANNERS  
 118 McKinney St. Phone 972-784-7777  
 P.O. Box 606 Fax 972-782-7721  
 Farmersville, Texas 75442 www.DBIConsultants.com  
 Firm Registration No.: F-002225



SCALE: 1" = 3500'







**City of Lucas  
Council Agenda Request**

Council Meeting: July 18, 2013

Requestor: Kathleen Peele

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Discuss and Consider the seating arrangement of the City Council.

**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: July 18, 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: \_\_\_\_\_ / \_\_\_\_\_