



PUBLIC NOTICE
City Council Regular Meeting
December 19, 2013, at 7:00 PM
City Hall - 665 Country Club Road

Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, December 19, 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.

Regular Agenda

- 3) Discuss and Consider approval of the minutes from the December 4, 2013 City Council Special and December 5, 2013 City Council Regular meetings. **[Wingo]**
- 4) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Lakeview Downs concerning a 148.6956 acre tract of land located in Collin County, Texas known as Lakeview Downs, located off E. Lucas Road. **[Hilbourn]**
- 5) Discuss and Consider the approval of **Ordinance # 2013-12-00xxx** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [148.6956 acre tract known as Lakeview Downs, located off E. Lucas Road] **[Hilbourn]**
- 6) Discuss and Consider the approval of **Ordinance # 2013-12-00xxx** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an

effective date. [9.474 acre tract owned by Owen George and is located off E. Lucas Road] **[Hilbourn]**

- 7) Discuss and Consider the approval of an amendment to the Development Agreement between the City of Lucas and Liberty Bankers Life Insurance Company concerning the upsize of a section of the water main and a revision to Exhibit G reflecting two dead-end cul-de-sacs in lieu of a single entrance with emergency gate. **[Hilbourn]**
- 8) Discuss and Consider a review for allowing Kyle Kruppa on behalf of Hillwood Communities and Brockdale Park Estates to make repairs and upgrades to Brockdale Park Road for no cost to the City of Lucas. **[Hilbourn]**
- 9) Discuss and Consider the approval of an Interlocal Agreement between North Texas Municipal Water District and the City of Lucas regarding the North McKinney Pipeline Phases I and II and the participation in the construction of Phase One Rock Ridge Road 12 inch waterline in an amount not to exceed \$500,000. **[Foerster]**
- 10) Discuss and Consider the approval of an Interlocal Agreement between the City of Lucas and Texas Department of Transportation (TxDot) regarding the reconstruction of Estates Parkway/Angel Parkway intersection improvements (CSJ: 2401-01-008 Intersection Improvements project on FM 2170). **[Foerster]**
- 11) Discuss and Consider the approval of Amendment Two to the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry PC regarding the addition of the landscape design in an amount not to exceed \$6,700 for the Fire Station Renovation and Addition Project. **[Savage]**

- 12) Discuss and Consider the use of city facilities for non-city business meetings and events.

Executive Session

The City Council may convene in Executive Session in accordance with the Local Government Code. All decisions regarding the discussion of the Executive Session must be made in Open Session.

- 13) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

Regular Agenda

- 14) Take any action as necessary from the Executive Session.
- 15) 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, December 13, 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, December 13, 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 December 19, 2013

AGENDA ITEM:

- Call to Order

- Roll Call

	Present	Absent
Mayor Rebecca Mark	<input type="checkbox"/>	<input type="checkbox"/>
Seat 1 CM Wayne Millsap	<input type="checkbox"/>	<input type="checkbox"/>
Seat 2 CM Jim Olk	<input type="checkbox"/>	<input type="checkbox"/>
Seat 3 CM Steve Duke	<input type="checkbox"/>	<input type="checkbox"/>
Seat 4 CM Philip Lawrence	<input type="checkbox"/>	<input type="checkbox"/>
Seat 5 CM Debbie Fisher	<input type="checkbox"/>	<input type="checkbox"/>
Seat 6 MPT Kathleen Peele	<input type="checkbox"/>	<input type="checkbox"/>

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

Informational Purposes

Interim City Manager Dan Savage	<input type="checkbox"/>
City Secretary Kathy Wingo	<input type="checkbox"/>
Public Works Director Stanton Foerster	<input type="checkbox"/>
Finance Manager Liz Exum	<input type="checkbox"/>
Fire Chief Jim Kitchens	<input type="checkbox"/>
Development Services Director Joe Hilbourn	<input type="checkbox"/>
City Attorney Joe Gorfida, Jr.	<input type="checkbox"/>
Administrative Assistant Jennifer Faircloth	<input type="checkbox"/>



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 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: December 19, 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: December 19, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: December 12, 2013

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider approval of the minutes from the December 4, 2013 City Council Special and December 5, 2013 City Council Regular meetings.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

See attached.

MOTION:

I make a Motion to approve the minutes from the December 4, 2013 City Council Special and December 5, 2013 City Council Regular meetings as presented.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City Council Special Meeting
December 4, 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
Councilmember Wayne Millsap
Councilmember Debbie Fisher
Admin Assistant Jennifer Faircloth

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Interim City Manager Dan Savage

Councilmember(s) Steve Duke and Philip Lawrence were absent.

It was determined that a Quorum was present.
Everyone was reminded to turn off or silent cell phones.

Executive Session

The City Council convened into Executive Session at 7:01 p.m.

- 1) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

Regular Agenda

The City Council reconvened into Regular Session at 9:12 p.m.

- 2) Take any action as necessary from the Executive Session.

No action was taken as a result of Executive Session.

- 3) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 9:12 p.m. Councilmember Jim Olk seconded the Motion. Motion carried.
Vote: 5-0.

These minutes were approved by a majority vote of the City Council on December 19, 2013.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City Council Regular Meeting
December 5, 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

Councilmember Wayne Millsap

Councilmember Steve Duke

Councilmember Debbie Fisher (absent)

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

Mayor Pro Tem Kathleen Peele (absent)

Councilmember Jim Olk

Councilmember Philip Lawrence

Interim City Manager Dan Savage

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Councilmember Philip Lawrence led everyone in saying the Pledge of Allegiance.

Mayor Rebecca Mark stated that the order of the agenda would be changed with the Council convening into Executive Session at 7:02 p.m.

Citizens' Input

1) Citizens' Input.

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

Community Interest

2) Items of Community Interest.

There were no Items of Community Interest.

Regular Agenda

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

Councilmember Wayne Millsap stated that Items 15 – 18 should be noted to be included in the Motion in Item 14. Item 19 should be worded “This item was removed...”

MOTION: Councilmember Jim Olk made a Motion to approve the minutes from the November 21, 2013 City Council meeting with the corrections. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

- 4) Discuss and Consider the approval of **Resolution # R-2013-12-00407** a resolution of the City Council of the City of Lucas, Texas, concerning the election of the Board of Directors of the Central Appraisal District of Collin County; and providing for an effective date.

The list of nominees for the Board of Director positions for the Central Appraisal District of Collin County are Tiffany Burleson, Ronald Carlise, Dr. Leo Fitzgerald, Wayne Mayo, Michael A. Pirek, Gary Rodenbaugh, and Roy Wilshire.

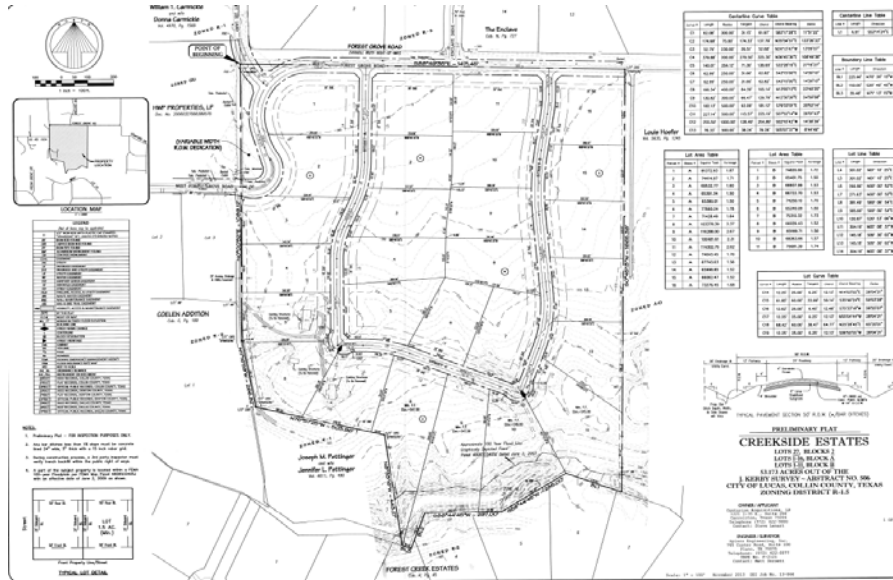
The City of Lucas is given six (6) votes which may be cast for one candidate or distribute the votes among any number of candidates listed above. Since there is no provision for write-in candidates, the Chief Appraiser may not count votes for someone not listed on the official ballot.

MOTION: Councilmember Jim Olk made a Motion to approve **Resolution # R-2013-12-00407** a resolution of the City Council of the City of Lucas, Texas, concerning the election of the Board of Directors of the Central Appraisal District of Collin County; and providing for an effective date and cast the six (6) votes for Gary Rodenbaugh. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

- 5) Discuss and Consider the approval of a preliminary plat for a 53 ± acre tract of land located on Forest Grove Road and is part of 27 lots, Block 2 of the J. Kerby Survey Abstract No. 506, commonly known as Creekside Estates. **[Hilbourn]**

Steve Lenart, on behalf of Centurion Land Acquisitions has made application for a preliminary plat for a parcel of land located on Forest Grove Road. Creekside Estates has an approved development agreement which includes zoning of R-1.5 and a maximum of twenty-seven (27) lots. The flood study has been completed.

Proposed Preliminary Plat:



Staff recommends approval as presented.

MOTION: Councilmember Jim Olk made a Motion to approve a preliminary plat for a 53 ± acre tract of land located on Forest Grove Road and is part of 27 lots, Block 2 of the J. Kerby Survey Abstract No. 506, commonly known as Creekside Estates. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

- 6) Discuss and Consider the approval of an application for membership with Continuum of Care, a supply company that sells EMS equipment, supplies, medications, and narcotics. **[Kitchens]**

MOTION: Councilmember Wayne Millsap made a Motion to approve an application for membership with Continuum of Care, a supply company that sells EMS equipment, supplies, medications, and narcotics. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

- 7) Discuss and Consider the approval of an agreement between the City of Lucas and Emergicon LLC to provide billing, collection services and other support services concerning ambulance services. **[Kitchens]**

A correction was made in the Addendum, the words “Lucas Fire-Rescue” was replaced with “City of Lucas”.

Mayor Rebecca Mark asked what other cities use this service. Chief Jim Kitchens stated that the Cities of Coppell, Wylie, and Arlington.

Councilmember Jim Olk stated that there are other companies out there with same services for better rates, are we getting the best rate? Chief Jim Kitchens said that

there are two other vendors with most charging between 8% and 15%. The City started with 9% but went up to 11% when the City of Parker backed out.

The company will provide \$10K of software, which is the same as Wylie's. The City will be monitoring the performance to make sure that the best possible service is provided.

MOTION: Councilmember Philip Lawrence made a Motion to approve an agreement between the City of Lucas and Emergicon LLC to provide billing, collection services and other support services concerning ambulance services with the correction to the Addendum being made changing the words "Lucas Fire-Rescue" was replaced with "City of Lucas". Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 5-0.

- 8) Discuss and Consider the approval of a subscription agreement between the City of Lucas and ESO Solutions, Inc. for software provided by Emergicon LLC. **[Kitchens]**

MOTION: Councilmember Philip Lawrence made a Motion to approve a subscription agreement between the City of Lucas and ESO Solutions, Inc. for software provided by Emergicon LLC. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 5-0.

Executive Session

The City Council convened into Executive Session at 7:02 p.m.

- 9) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

Regular Agenda

The City Council reconvened into Regular Session at 7:32 p.m.

- 10) Take any action as necessary from the Executive Session.

No action was taken as a result of Executive Session.

- 11) Adjournment.

MOTION: Councilmember Jim Olk made a Motion to adjourn the meeting at 7:47 p.m. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 5-0.

These minutes were approved by a majority vote of the members of City Council on December 19, 2013.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC, City Secretary



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 2013

Requestor: Joe Hilbourn

Prepared by: _____

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of a Development Agreement between the City of Lucas and Lakeview Downs concerning a 148.6956 acre tract of land located in Collin County, Texas known as Lakeview Downs, located off E. Lucas Road.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

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

This Development Agreement (the "Agreement") is made by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City"), and Lucas Lakeview, LLC, a Texas limited liability company ("Owner") (hereinafter collectively referred to as "Party" or "Parties"), acting by and through their respective representatives.

RECITALS

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

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, which is more particularly and separately described in the attached Exhibit "A" and Exhibit "B"; and

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

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

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

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

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

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

Article I
Agreement Not to Annex

1.1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute

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

Article II Owner's Obligations

2.1 The Owner covenants and agrees not to use the Property for any use other than those permitted for R-1 for the residential lots and CB for the commercial out parcels as revised in the City's code of ordinances on November 16, 2005 (the "Code of Ordinances") and being consistent with the approved final plat (the "Final Plat") as recorded in Collin County records on 01/19/2010 as Instrument No. 20100119010000100. By way of clarification, lots located in Blocks A – J, as shown on the Final Plat, shall not be used for any use other than those permitted for R-1 (Single Family Residential District), and Lots K and L shall not be used for any use other than those permitted for CB (Commercial Business District); each as set forth in the Code of Ordinances. For the purpose of further clarification, the parties agree that the uses listed on Exhibit "B" shall be deemed consistent with the City of Lucas Zoning Use Table for CB (Commercial Business District), as referenced in Section 9-71 of the Code of Ordinances.

2.2 The Owner covenants and agrees that each residential lot shall have its own dedicated onsite sewerage facility approved by Collin County Development Services prior to application for building permit; and that each commercial lot shall have its own dedicated onsite sewerage facility approved by Collin County Development Services prior to application for building permit, unless other means to satisfy sewage requirements are then available.

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

Article III Voluntary Annexation

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

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

annexation plan.

3.3 Furthermore, the Owner hereby waives any and all vested rights and claims that he may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Article II herein, but not otherwise.

Article IV City's Authority

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

Article V Term

5.1 The term of this Agreement (the "Term") is seven (7) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary; provided that to the extent that Owner begins development of the Property prior to the end of the Term, the Property (or that portion so developed if the Property is developed in stages) will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

5.2 The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property to be completed on or after the end of the Term. The Owner may elect to have portions of the Property annexed from time-to-time prior to the end of the Term based on the phasing of the development of the Property by the Owner.

Article VI Zoning

6.1 Property annexed pursuant to this Agreement will be permanently zoned in accordance with the provisions of Section 2.1 of this Agreement.

Article VII Notice

7.1 Any person, other than a final end user of an individual lot or parcel, who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

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

City of Lucas
Attention: Dan Savage, Interim City Manager
665 Country Club Road
Lucas, Texas 75002

Article VIII Miscellaneous

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

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

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

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

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

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

8.7 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

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

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

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

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

(signature pages to follow)

EXECUTED on this 19th day of December, 2013.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Approved as to Form:

By: _____
Joe Gorfida, Jr., City Attorney
(JIG/09-24-12/57411)

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 19th day of December, 2013, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

Kathy Wingo
Notary Public, State of Texas

My Commission Expires
August 12, 2016

EXECUTED on this _____ day of _____, 2013.

**Lucas Lakeview, LLC,
a Texas limited liability company**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as Owner.

Notary Public, State of Texas

EXHIBIT A

Lakeview Downs/148.6956-Acre Tract

LEGAL DESCRIPTION

BEING a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING;

THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;

THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;

THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;

THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;

THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;

THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;

THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;

THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;

THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;

THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;

THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found;

THENCE South 88°35'41" East, a distance of 390.20 feet to an iron rod found;

THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;

THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less.

EXHIBIT B

Zoning Use Chart

Division 15. Schedule of Uses

Sec. 14.03.801 Use designations

(a) The use of land and/or buildings shall be in accordance with those listed in the following schedule of uses chart. No land or building shall hereinafter be used and no building or structure shall be erected, altered, converted other than for those uses specified in the zoning district in which it is located. The legend for interpreting the permitted uses in this schedule of uses is:

X Designates use permitted in the zoning district indicated

Designates use prohibited in district indicated

S Designates use may be approved by specific use permit. (See also [section 14.02.081](#))

(b) If a use is not listed, it is not allowed in any district.

(c) Use chart organization.

- (1) Residential uses.
- (2) Educational, institutional, public and special uses.
- (3) Office and professional.
- (4) Retail and related uses.
- (5) Automobile, transportation, utility, communication and related uses.
- (6) Other uses.

(d) Classification of new/unlisted uses. It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the schedule of uses chart shall be made as follows:

- (1) Initiation.

(A) A person, city department, the planning and zoning commission, or city council may propose zoning amendments to regulate new and previously unlisted uses.

(B) A person requesting the addition of a new or unlisted use shall submit to the director of planning all information necessary for the classification of the use, including but not limited to:

- (i) The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
- (ii) The type of product sold or produced under the use;
- (iii) Whether the use has enclosed or open storage and the amount and nature of the storage;
- (iv) Anticipated employment typically anticipated with the use;
- (v) Transportation requirements;
- (vi) The nature and time of occupancy and operation of the premises;
- (vii) The off-street parking and loading requirements;
- (viii) The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; and
- (ix) The requirements for public utilities such as sanitary sewer and water and any special public services that may be required.

(Ordinance 2008-11-00634 adopted 11/20/08)

(2) The development services director shall refer the question concerning a new or unlisted use to the planning and zoning commission requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statements of facts in subsection (B) above. An amendment to this chapter shall be required as prescribed by ordinance. (Ordinance 2012-05-00715, sec. 4, adopted 5/17/12)

(3) The planning and zoning commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the most similar and should be permitted.

(4) The planning and zoning commission shall transmit its findings and recommendations to the city council as to the classification proposed for any new or unlisted use. The city council shall approve [or] disapprove the recommendation of

the planning and zoning commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be amended in the use charts of the zoning ordinance according to ordinance.

(5) Standards for new and unlisted uses may be interpreted by the director of planning as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined in subsection (B) above shall be followed for determination of the appropriate district. The decision of the director of planning may be appealed according to the process outlined in subsections (2) through (4) above.

(Ordinance 2008-11-00634 adopted 11/20/08)

(e) Schedule of uses chart.

Use	AO	R2	R1.5	R1	VC	CB	OS	MH	LI	ED
Residential uses										
Accessory buildings	X	X	X	X	S		X	X		X
Caretaker/guard residence	X					X			X	
Community home	X	X	X	X						
Home occupation	X	X	X	X				X		X
Mobil home on individual lot								X		
Mobile home park								X		
Multifamily residence								X		
Registered family home	S	S	S	S						
Servants or guest quarters	X	X	X	X						
Single-family dwelling (detached)	X	X	X	X			X	X		X
Temporary field construction office	X	X	X	X	X	X			X	X
Educational, institutional, public and special uses										
Athletic stadium or field (not with public school)	S	S	S	S	S	S			S	

Adult, child care or day care center	S				S	X		S	X	S
Church including church related activities	X	X	X	X	X	X		S	X	S
College, university or private boarding school	S				S	X		S	X	
Community center (public)	X	X	X	X	X	X	X	X	X	
Equestrian facilities	X	S			X	X	X		X	
Equestrian boarding	X	X			X	X	X		X	
Farm, ranch, garden or orchard	X	X	X	X	S	X	X	X	X	
Fire or police station	X	X	X	X	X	X		X	X	
Amateur communications antenna	X	X	X	X						
Government offices (federal, state, county, city)	X	X	X	X	X	X	X	X	X	
Halfway house								S	X	
Hospital						S			X	
Clinic					S	X			X	
Library (public)	X	X	X	X	X	X		X	X	
Movie theater						X			X	
Municipal uses operated by the city	X	X	X	X	X	X	X	X	X	
Museum	X	S	S	S	X	X		X	X	
Public park or playground	X	X	X	X	X	X	X	X	X	
Radio, TV antenna or tower					S	X			X	
Recreation area					S	X			X	
Religious or philanthropic institutions not listed					S	X			X	
Retirement home/nursing home					S	X			X	

Use	AO	R2	R1.5	R1	VC	CB	OS	MH	LI	ED
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Development Agreement between the City of Lucas and Lucas Lakeview LLC
Lakeview Downs/148.6956 Acre Tract
Approved: December 19, 2013

School (private)	S	S	S	S	S	X		S	X	
School (public)	X	X	X	X	X	X	X	X	X	
School, trade or commercial	S				S	S			X	
Trade days/periodic or seasonal open market	S					S			X	
Office and Professional										
General professional office					X	X			X	
Bank or credit union					X	X			X	
Medical/dental clinic					X	X			X	
Medical laboratory					S	S			X	
Medical minor emergency clinic					S	S			X	
Radio broadcasting without tower					S	X			X	
Real estate sales office (permanent)					X	X			X	
Retail and Related Uses										
Antique shop					X	X			X	
Art and craft supply store					X	X			X	
Bakery (retail)					X	X			X	
Barber shop or beauty salon					X	X			X	
Bicycle, lawnmower sales, repair enclosed					S	X			X	
Bookstore					X	X			X	
Building materials and hardware (inside)					X	X			X	
Camera store					X	X			X	
Ceramics store					X	X			X	
Clothing, apparel or shoe store (new)					X	X			X	

Coffee house					S	X			X	
Computer sales and repair (new and used)					X	X			X	
Convenience store with refueling station					S	S			X	
Convenience store without refueling station					X	X			X	
Dance studio or gymnastics					S	X			X	
Department store (retail)					S	S			S	
Donut shop					X	X			X	
Driving school					X	X			X	
Dry cleaning/laundry (no plant on site)					X	X			X	
Dry cleaning plant									X	
Fabric store					X	X			X	
Farmer's market	X				S	S			X	
Feed store					X	X			X	
Fish and tackle store					S	X			X	
Florist					X	X			X	
Funeral home					S	X			X	
Furniture store, home furnishings					X	X			X	
Gift shop (new merchandise)					X	X			X	
Grocery store					X	X			X	
Gunsmith					S	S			S	
Hobby or toy store					X	X			X	
Ice cream or frozen yogurt sales					X	X			X	
Kennels	S								S	

Development Agreement between the City of Lucas and Lucas Lakeview LLC
Lakeview Downs/148.6956 Acre Tract
Approved: December 19, 2013

Key shop or locksmith					X	X			X	
Laundromat (self-service)								S		
Meat market (retail)					X	X			X	
Medical aids and equipment					X	X			X	
Musical instrument sales and repair					X	X			X	
Nursery (retail)	X				S	X			X	
Outside display of merchandise	S				S	S			S	
Optical store					X	X			X	
Paint store					S	S			X	
Pet shop					S	S			S	
Pharmacist or drug store (without drive thru)					X	X			X	
Pharmacist or drug store (with a drive thru)					S	S			S	
Printing shop					S	X			X	
Produce stand (including wood and seasonal items)	X				S	X			X	
Recycling collection center						X			X	
Refueling station					S	S			X	
Restaurant, cafe or cafeteria (excluding smoked on site)					X	X			X	
Restaurant drive in					S	S			X	
Restaurant (food smoked on site)					S	S			X	
Self-storage					X	S			S	
Sporting goods					X	X			X	
Tack and saddle shop	S	S			X	X			X	
Therapeutic message					S	S			S	

Used clothing store					S	S			S	
Veterinarian office (with outside pens)	S				S	S			X	
Veterinarian office (without outside pens)	X				X	X			X	
Wallpaper, flooring and carpet supply					S	X			X	
Automobile, Transportation, Utility, Communication and Related Uses										
Auto paint (in building)						S			S	
Automotive repair minor						S			S	
Automobile sales (new)						S			X	
Automobile sales (used)						S			X	
Boat sales (new or used)						S			X	
Communication towers						S			S	
Electrical substation	S	S	S	S	S	S	S	S	S	
Manufacturing (light industrial - enclosed only)									X	
Mobile home sales (new or used)									S	
Motorcycle repair/paint (enclosed)						S			X	
Recreation vehicle sales (new or used)									X	
Telephone exchange	S	S	S	S	S	S	S	S	S	
Truck sales (new)									X	
Truck sales (used)									X	
Truck rental, leasing									X	
Trailer rental/sales									X	
Tractor sales (new or used)									X	
Vehicle leasing or rental						S			X	

Development Agreement between the City of Lucas and Lucas Lakeview LLC
Lakeview Downs/148.6956 Acre Tract
Approved: December 19, 2013

Vehicle wash						S			X	
Water utilities	X	X	X	X	X	X	X	X	X	
Other uses										
Forestry	X									
Mining	X									
RV, boat, motorized or non-motorized vehicles, (inside or outside storage)									S	
Temporary real estate sales office		X	X	X	X					



City of Lucas Council Agenda Request

Council Meeting: December 19, 2013

Requestor: Joe Hilbourn

Prepared by: _____

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of **Ordinance # 2013-12-00xxx** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [148.6956 acre tract known as Lakeview Downs, located off E. Lucas Road]

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

MOTION:

I make a Motion to **Ordinance # 2013-12-00xxx** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

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

**ORDINANCE #2013-12-00XXX
[ANNEXATION - LAKEVIEW DOWNS]**

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LUCAS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this ordinance pertains to the hereinafter described territory consisting of two tracts of land, a 65.4629-acre tract of land, more or less, being part of the Montgomery Birch Survey, Abstract No. 115, and, an 83.2327-acre tract of land, more or less, being part of the T. D. James Survey, Abstract No. 477, for a combined total 148.6956 acres, and, which is more particularly described and identified in Exhibit “A” and Exhibit “B”; and

WHEREAS, the City Council of the City of Lucas has given the requisite notices and conducted the public hearings required by Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “C”; and

WHEREAS, the territory to be annexed lies within the exclusive extra territorial jurisdiction of Lucas, Texas; and

WHEREAS, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lucas has concluded that said territory should be annexed to and made a part of the City of Lucas, Texas.

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

SECTION 1. That the territory consisting of two tracts of land totaling 148.6956 acres, more particularly described and identified in Exhibit “A” and Exhibit “B,” attached hereto and

made a part hereof for all purposes, is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

SECTION 2. The boundary limits of the City of Lucas, Texas, shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the property described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City of Lucas, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. That the service plan for the territory is approved by the City Council of the City of Lucas, which is attached hereto as Exhibit "C" and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Lucas.

SECTION 4. 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 5. 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 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.

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 19TH DAY OF DECEMBER, 2013.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joe Gorfida, Jr., City Attorney
(JJG/10-18-13/63031)

Kathy Wingo, TRMC, MMC, City Secretary

EXHIBIT A
City of Lucas, Texas /Annexation Lands
Lakeview Downs/148.6956-Acre Annexed Tract

LEGAL DESCRIPTION

BEING a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING;

THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;

THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;

THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;

THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;

THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;

THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;

THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;

THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;

THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;

THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;

THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found;

THENCE South 88°35'41" East, a distance of 390.20 feet to an iron rod found;

THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;

THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less.

EXHIBIT B
City of Lucas, Texas /Annexation Lands
Lakeview Downs/148.6956-Acre Annexed Tract



EXHIBIT “C”

**CITY OF LUCAS, TEXAS
SERVICE PLAN FOR ANNEXED AREA**

ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS

For the territory consisting of two tracts of land, totaling 148.6956 acres, and which is more particularly described and identified in Exhibit “A” and Exhibit “B” attached hereto.

FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION

1. POLICE PROTECTION

The City of Lucas, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

4. WATER FACILITIES

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or

utility company easement shall be maintained by the applicable utility company servicing the City of Lucas, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Lucas, Texas, with the same or similar topography, land use and population density.

2. WATER AND WASTE WATER FACILITIES

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being administered to other parts of Lucas, Texas, with the same topography, land use and population density.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided

by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.



City of Lucas Council Agenda Request

Council Meeting: December 19, 2013

Requestor: Joe Hilbourn

Prepared by: _____

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of **Ordinance # 2013-12-00xxx** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [9.474 acre tract owned by Owen George and is located off E. Lucas Road]

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

MOTION:

I make a Motion to **Ordinance # 2013-12-00xxx** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city's limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

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

**ORDINANCE #2013-12-00XXX
[ANNEXATION - OWEN GEORGE]**

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LUCAS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this ordinance pertains to the hereinafter described territory consisting of a 9.474-acre tract of land, more or less, being part of the Montgomery Birch Survey, Abstract No. 115, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”; and

WHEREAS, the City Council of the City of Lucas has given the requisite notices and conducted the public hearings required by Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “C”; and

WHEREAS, the territory to be annexed lies within the exclusive extra territorial jurisdiction of Lucas, Texas; and

WHERE, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lucas has concluded that said territory should be annexed to and made a part of the City of Lucas, Texas.

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

SECTION 1. That the territory consisting of a 9.474-acre tract of land, more or less, being part of the Montgomery Birch Survey, Abstract No. 115, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”, attached hereto and made a part hereof

for all purposes, is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

SECTION 2. The boundary limits of the City of Lucas, Texas, shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the property described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City of Lucas, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. That the service plan for the territory is approved by the City Council of the City of Lucas, which is attached hereto as Exhibit "C" and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Lucas.

SECTION 4. 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 5. 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 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.

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 19TH DAY OF DECEMBER, 2013.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joe Gorfida, Jr., City Attorney
(JJG/10-17-13/63029)

Kathy Wingo, TRMC, MMC, City Secretary

EXHIBIT "A"
City of Lucas, Texas /Annexation Lands
Owen George/9.474-Acre Annexed Tract

LEGAL DESCRIPTION

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract;

THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

NOTES:

THIS DESCRIPTION IS BASED ON RECORD INFORMATION. THE BEARINGS, DISTANCES, AND MONUMENT STATUS HAS NOT BEEN VERIFIED BY A FIELD SURVEY.

USA DOCUMENT (738/124) AND TxDOT DOCUMENT (945/149) ARE ON THE SAME BEARING BASIS.

ALL BEARINGS FOR THE ORIGINAL OWEN GEORGE DOCUMENT (550/165) ARE ROTATED CLOCKWISE 2°29'.

EXHIBIT “C”

**CITY OF LUCAS, TEXAS
SERVICE PLAN FOR ANNEXED AREA**

ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS

For approximately, a 9.474-acre tract of land situated in Collin County, Texas, being part of the Montgomery Birch Survey, Abstract No. 115, and which is more particularly described and identified in Exhibit “A” and Exhibit “B” attached hereto.

FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION

1. POLICE PROTECTION

The City of Lucas, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

4. WATER FACILITIES

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or

utility company easement shall be maintained by the applicable utility company servicing the City of Lucas, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Lucas, Texas, with the same or similar topography, land use and population density.

2. WATER AND WASTE WATER FACILITIES

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being administered to other parts of Lucas, Texas, with the same topography, land use and population density.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-

development of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.



<h2 style="text-align: center;">City of Lucas Council Agenda Request</h2>

Council Meeting: December 19, 2013

Requestor: Joe Hilbourn

Prepared by: _____

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of an amendment to the Development Agreement between the City of Lucas and Liberty Bankers Life Insurance Company concerning the upsize of a section of the water main and a revision to Exhibit G reflecting two dead-end cul-de-sacs in lieu of a single entrance with emergency gate.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

The attached development agreement and development plan was originally approved on April 19, 2012. The developer is asking to alter the approved site plan two cul-de-sacs instead of a single entrance on Stinson with an emergency exit through Stinson Highlands. This agreement also has the developer upsize a section of water main from eight inch to twelve inch.

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

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

This Development Agreement (the "Agreement") is made by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City") and Liberty Bankers Life Insurance Company ("Owner") (hereinafter collectively referred to as "Party" or "Parties"), acting by and through their respective representatives.

RECITALS

WHEREAS, Owner is the owner of certain real property, 92 acres, herein referred to as the "Property," with 26.50 acres located within the extraterritorial jurisdiction ("ETJ"), and 65.50 acres located within the corporate limits of the City of Lucas, Collin County, Texas, and whereby Owner is submitting a development plan, herein referred to as the "Development", which is more fully described in Exhibit A (an 92 acre land development), attached hereto; and

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

WHEREAS, the Parties intend that Owner's Property located in the ETJ shall be annexed into the City as provided by law and this Agreement; and

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

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

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

Article I
Development and Annexation

1.1. Development Plan. Development of the Property during the term of this Agreement shall be in accordance with the preliminary plat as approved by the City and the Development Plan, which is incorporated herein by referenced and attached hereto as Exhibit B.

1.2 Development Regulations. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan), together with the following regulations as modified by this Agreement, shall constitute the exclusive development standards and conditions applicable to the Property (the "Development Standards") and shall occur in accordance with the following regulations:

- (a) Lucas Subdivision Regulations adopted by the Lucas City Council on July 7, 2006 by Ordinance No. 2006-07-00567, and amendments thereto in effect on the Effective Date of this Agreement, and all generally applicable policies and standards in effect on the Effective Date of this Agreement that implement the same (the “Subdivision Regulations”), including but not limited to (i) construction standards, inspection requirements and construction management rules adopted by the City Council, (ii) regulations which pertain to impact fees; and (iii) that certain agreement between Collin County and the City regarding coordination of plats in the City’s ETJ (the “1445 Agreement”), however, to the extent of a conflict between the 1445 Agreement and the remainder of the Subdivision Regulations, the remainder of the Subdivision Regulations shall control and the City shall make reasonable efforts to amend the 1445 Agreement to be consistent with this Agreement and the remainder of the Subdivision Regulations;
- (b) Water regulations codified in Chapter 13 of the Lucas Code of Ordinances enacted on January 18, 2007; generally applicable utility connection regulations adopted by the City as of the Effect Date; generally applicable regulations, adopted by the City from time to time.
- (c) The City’s generally applicable sign regulations adopted by the City from time to time;
- (d) All International building, fire, plumbing, electrical, mechanical, energy, residential, fuel, gas and Property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto; and
- (e) Development of the Owner’s Property shall be governed by and occur in accordance with the development regulations set forth in the City’s Code of Ordinances, Chapter 14 “Zoning,” including the regulations set forth in “R1.5” Single Family Residential Zoning classification.

1.3 Inconsistent Development. Owner agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is substantially inconsistent with the Development Standards may be denied by the City.

1.4 Agreement to Annex. Owner agrees to file a petition for voluntary annexation of the 26.5 acre portion of Owner's Property within sixty (60) days after the approval of this Agreement, and City agrees to promptly annex the Owner's Property. In the event Owner's Property is annexed and subsequent to such annexation the City, within six (6) months of the Effective Date, fails to approve the zoning as contemplated by this Agreement or fails to approve the final plat, provided the final plat meets the requirements of Section 212.010 of the Texas Local Government Code, the annexation petition filed by the Owner shall be null and void and the City shall immediately take all necessary steps to ensure formal de-annexation of the 26.5 acre portion of the Owner's Property within thirty (30) days of the denial of the zoning or final plat of the Owner's Property. Further, in the event Owner's Property is annexed and subsequent to such annexation the City, within six (6) months of the Effective Date, fails to approve the

zoning or fails to approve the preliminary plat for development of the Owner's Property as contemplated by this Agreement, Owner shall be relieved of all liability and obligations under this Development Agreement immediately after the earlier of (i) the date the City issues its disapproval of zoning or of the preliminary plat for development, and (ii) the date that is six (6) months after the Effective Date. For purposes of this Article, Effective Date shall mean the last date all the parties have executed the Agreement

Article II Water Systems

2.1 New Water Mains. Proposed new 12 inch water main line needed for the Development is currently shown on the City's Water System Master Plan for impact fee purposes. The 12" off-site water line shall be constructed by the City and all the costs to construct this off site water line shall be paid for by the City. The City shall commence acquisition of easements as needed. The City shall utilize reasonable good faith efforts to construct the Off-site Water Line in a timely manner and completion is expected by December 31, 2014. The City shall be responsible for acquiring and dedicating any easements across privately owned land or sites which the City determines are necessary for the construction or operation of the off-site water line. The City agrees to secure right-of-ways and or easements required for infrastructure (including franchise utilities) to serve the Development.

2.2 Off-Site Water Line Dedication. Owner agrees to dedicate a 20' utility easement to the City on the eastern property line as depicted in Exhibit B, along Stinson Road to allow for the new 12" off-site water line to be constructed as noted in paragraph 2.1. The Owner further agrees to dedicate 30' of right-of-way from the center line of the existing paving of Stinson Rd. as depicted in Exhibit C.

2.3 On-Site Loop Water Line. Owner agrees, at its sole cost, to loop the on-site water line, per Exhibit B, between phase one and two of this development. Owner will coordinate loop with the city and upsize as directed with any oversize being paid by the city with impact fees.

Article III Roadway System and Parks

3.1 Roadway Width. Owner agrees to pave the streets at a width of 31' per Exhibit B.

3.2 Impact Fees. Impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations. Impact fees shall be collected within each of the Development at the time of building permit issuance and shall be paid to the City.

3.4 Right-of-Ways. Owner will dedicate, at no cost to the City, all right-of-ways and easements within each of the Development boundaries as shown on Exhibit B, including 30' along Stinson Road.

3.5 Multi-Use Trail and Parks. Owner shall grant a 15' wide multi-use trail plan easement along the north side of the creek per Exhibit B, to the City. The City may, but has no

obligation, construct at a later date, and at its cost, a multi-use trail that is part of the City's master trail plan. In the event the City constructs such multi-use trail, the City shall maintain the multi-use trail improvements within the Property.

Article IV 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 two (2) business days after 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 parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Owner:

Bradford A. Phillips, CEO
Liberty Bankers Life Insurance Company
1605 LBJ Freeway, Suite 710
Dallas, Texas 75234

If Notice to Lucas:

Dan Savage, Interim City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002

With a Copy to:

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

Article V Termination

This Agreement shall be terminated by: (a) the mutual written agreement of the Parties; or (b) either Party providing written notice of such termination to the other Party if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured

by the breaching Party within thirty (30) days after receipt of written notice thereof from the non-breaching Party (or, if the cure cannot be completed within such thirty (30) day time period, then within thirty (30) following such initial 30-day period, so long as the cure is commenced by the breaching Party within the initial thirty (30) days of notice and thereafter the breaching party is diligently and continuously pursuing the cure to completion); or (c) by City providing written notice to Owner if Owner suffers an uncured event of bankruptcy or insolvency; or (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 VI Miscellaneous

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

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

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

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

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

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

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

6.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with its legal counsel.

6.9 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.

6.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

6.11 Authority. City represents and warrants that this Agreement has been approved by the City Council of 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 City has been authorized to do so. Owner represents and warrants that this Agreement has been approved on behalf of Owner and that the individual executing this Agreement on behalf of Owner 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.

6.12 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.

6.13 Expenses. Unless otherwise specifically provided herein, all expenses shall be paid by the Party that incurred them without expectation or reimbursement or cost sharing.

6.14 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, or to cause City to be deemed to be a constituent partner of the Owner.

6.15 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.

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

6.17 Covenants Run with Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such

party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

6.18 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 19th day of December, 2013.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Approved as to Form:

By: _____
Joe Gorfida, Jr., City Attorney
(JJG/03-19-12/54593)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 19th day of December, 2013, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

Kathy Wingo
Notary Public, State of Texas

My Commission Expires
August 12, 2016

EXECUTED on this _____ day of _____, 2013.

Liberty Bankers Life Insurance Company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, _____ of Liberty Bankers Life Insurance Company

Notary Public, State of Texas

EXECUTED on this _____ day of _____, 2013.

Ruth Smithermon

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Ruth Smithermon.

Notary Public, State of Texas

**EXHIBIT A
METES AND BOUNDS
DESCRIPTION OF OWNER'S PROPERTY**

**OAK BROOK ESTATES
92.134 ACRES**

FIELD NOTES

BEING a 92.134 acre tract of land situated in the James Lovelady Survey, Abstract No. 538, City of Lucas, Collin County, State of Texas, and being all of that certain 87.1115 acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, Texas, and all of that certain 5.00 acre tract of land described in deed to Delores R. Smitherman, as recorded in Volume 3932, Page 32 of said Deed Records, said 92.134 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "RPLS 3963 set for the northeast corner of said 87.1115 acre tract and the southeast corner of Lot 3, Trails End Addition, an addition to the City of Lucas, as recorded in Cabinet M, Page 107, Plat Records, Collin County, Texas, said corner being in the centerline of Stinson Road, a variable width right-of-way;

THENCE South 00 degrees 55 minutes 28 seconds East, with the east boundary line of said 87.1115 acre tract and said Stinson Road, a distance of 1320.02 feet to an exterior ell corner of said 87.1115 acre tract from which a PK Nail found bears South 89 degrees 24 minutes 53 seconds West, a distance of 10.41 feet;

THENCE South 89 degrees 05 minutes 13 seconds West, with a south boundary line of said 87.1115 acre tract, a distance of 679.10 feet to a 1/2-inch iron rod found for an interior ell corner of said 87.1115 acre tract;

THENCE South 00 degrees 31 minutes 30 seconds East, with an easterly boundary line of said 87.1115 acre tract, a distance of 645.34 feet to a point for corner;

THENCE North 88 degrees 57 minutes 31 seconds East, passing a 5/8-inch iron rod with cap stamped "DCA" found for the northwest corner of said 5.00 acre tract and the southwest corner of a 5.000 acre tract of land described in deed to Lee G. Bauer and Betty A. Bauer, as recorded in Volume 1939, Page 668 of said Deed Records, and continuing with the common boundary line of said 5.00 acre Smitherman tract and said 5.000 acre Bauer tract, a total distance of 680.33 feet to the southeast corner of said 5.000 acre Bauer tract and the northeast corner of said 5.00 acre Smitherman tract, said corner being in the center of said Stinson Road;

THENCE South 00 degrees 39 minutes 29 seconds East, with the common boundary line of said 5.00 acre Smitherman tract and the center of said Stinson Road, a distance of 320.20 feet to the southeast corner of said 5.00 acre Smitherman tract and the northeast corner of a 46.14 acre tract of land described in deed to Cowtown Meadows, LLC, as recorded in Instrument 20120224000211850 of said Deed Records;

THENCE South 88 degrees 57 minutes 31 seconds West, with the common boundary line of said 5.00 acre tract and said 46.14 acre tract, a distance of 681.62 feet to a 5/8-inch

iron rod with cap stamped "DCA" found for the southwest corner of said 5.00 acre tract and an exterior ell corner of said 46.14 acre tract, said corner being in an east boundary line of a 220.733 acre tract of land described in deed to DR Horton – Texas, Ltd, as recorded in Instrument 20110830000915300 of said Deed Records;

THENCE North 00 degrees 09 minutes 29 seconds West, with the common boundary line of said 5.00 acre tract and said 220.733 acre tract, a distance of 106.44 feet to a 1/2-inch iron rod found for an easterly corner of said 87.1115 acre tract and an exterior ell corner of said 220.733 acre tract;

THENCE South 89 degrees 03 minutes 30 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 1308.18 feet to a 1/2-inch iron rod with cap stamped "5439" found for the southwest corner of said 87.1115 acre tract and an interior ell corner of said 220.733 acre tract;

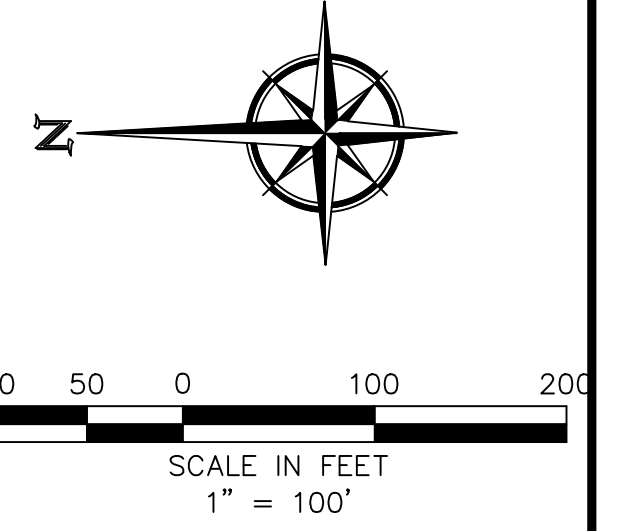
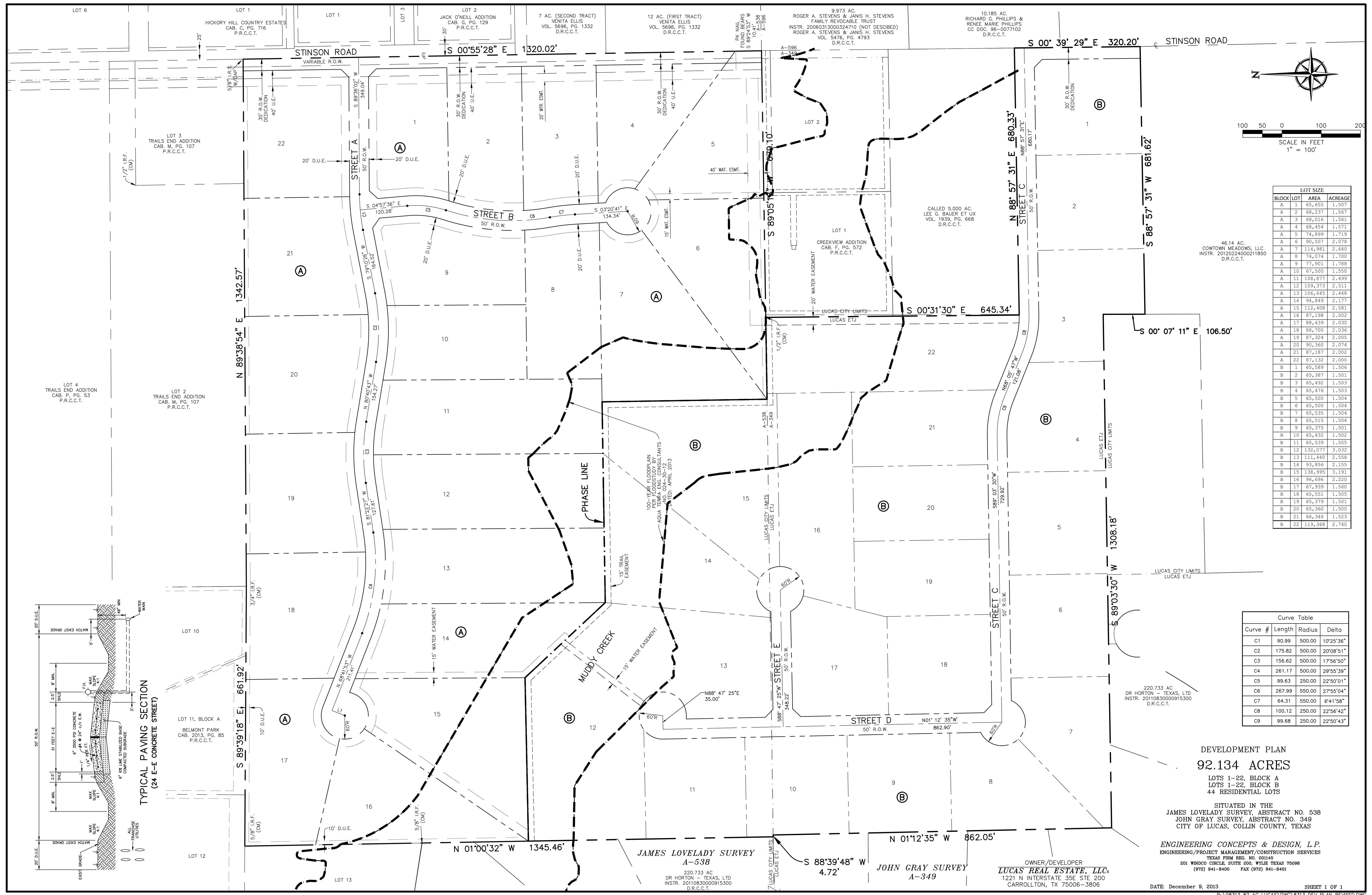
THENCE North 01 degrees 12 minutes 35 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 862.05 feet to a 5/8-inch iron rod with cap stamped "5439" found in the common boundary line of a 59.030 acre tract and a 86.548 acre tract described in a boundary line agreement, as recorded in Instrument 20061020001510100 of said Deed Records;

THENCE South 88 degrees 39 minutes 48 seconds West, with the common boundary line of said 59.030 acre tract and said 86.548 acre tract, a distance of 4.72 feet to a point for corner;

THENCE North 01 degrees 00 minutes 32 seconds West, with the common boundary line of said 59.030 acre tract and said 86.548 acre tract, passing a 5/8-inch iron rod found for an exterior ell corner of Belmont Park, an addition to the City of Lucas, as recorded Cabinet 213, Page 85 of said Plat Records, Texas at a distance of 893.70 feet and continuing with the common boundary line of said Belmont Park and said 86.548 acre tract, a total distance of 1345.46 feet to a 5/8-inch iron rod found for the northwest corner of said 86.548 acre tract, the northwest corner of said 87.1115 acre tract and an interior ell corner of said Belmont Park;

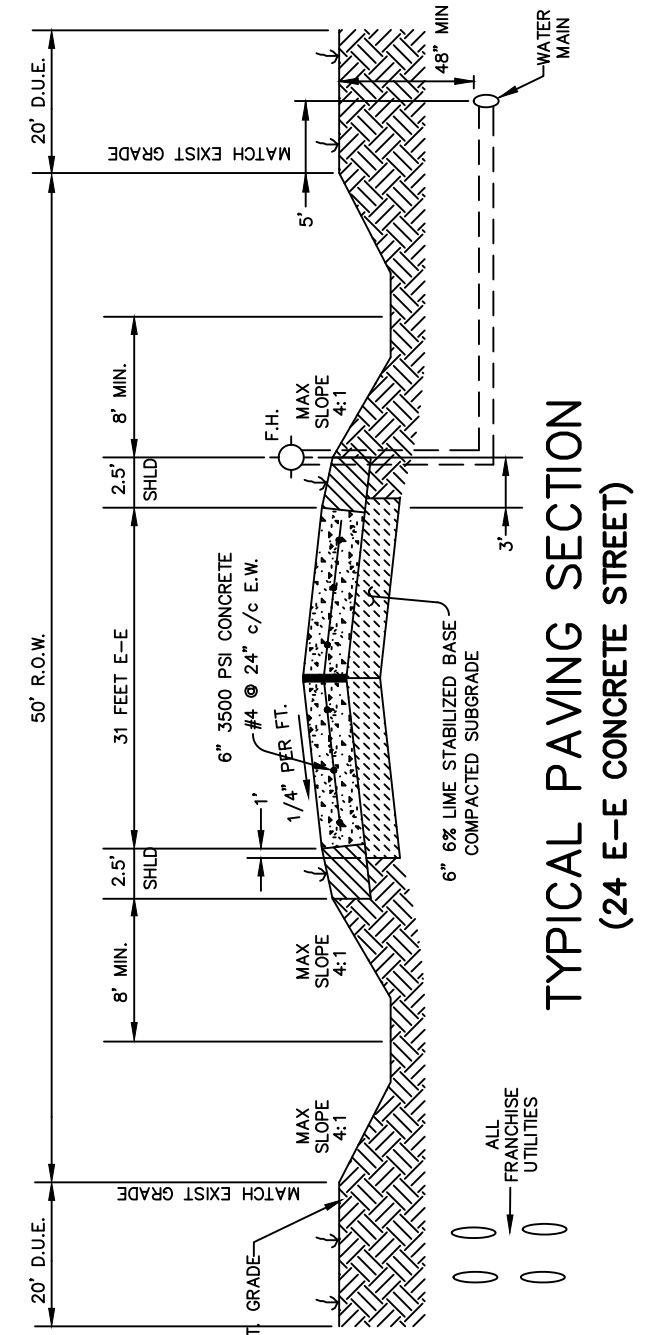
THENCE South 89 degrees 39 minutes 18 seconds East, with the common boundary line of said Belmont Park and said 87.1115 acre tract, a distance of 661.92 feet to a 3/4-inch iron rod found for an exterior ell corner of said Belmont Park and the southwest corner of Lot 2 of Trails End Addition, an addition to the City of Lucas, as recorded in Cabinet M, Page 107 of said Plat Records;

THENCE North 89 degrees 38 minutes 54 seconds East, with the common boundary line of said Trails End Addition and said 87.1115 acre tract, a distance of 1342.57 feet to the POINT OF BEGINNING AND CONTAINING 4,013,338 square feet or 92.134 acres of land.



LOT SIZE			
BLOCK	LOT	AREA	ACREAGE
A	1	65,655	1.507
A	2	68,237	1.567
A	3	68,016	1.561
A	4	68,454	1.571
A	5	74,899	1.719
A	6	90,507	2.078
A	7	114,981	2.640
A	8	74,074	1.700
A	9	77,901	1.788
A	10	67,500	1.550
A	11	108,877	2.499
A	12	109,373	2.511
A	13	106,645	2.448
A	14	94,849	2.177
A	15	112,408	2.581
A	16	87,198	2.002
A	17	88,439	2.030
A	18	88,700	2.036
A	19	87,324	2.005
A	20	90,360	2.074
A	21	87,187	2.002
A	22	87,132	2.000
B	1	65,589	1.506
B	2	65,387	1.501
B	3	65,492	1.503
B	4	65,476	1.503
B	5	65,500	1.504
B	6	65,500	1.504
B	7	65,535	1.504
B	8	65,515	1.504
B	9	65,375	1.501
B	10	65,432	1.502
B	11	65,539	1.505
B	12	132,077	3.032
B	13	111,440	2.558
B	14	93,856	2.155
B	15	138,995	3.191
B	16	96,696	2.220
B	17	67,939	1.560
B	18	65,551	1.505
B	19	65,379	1.501
B	20	65,360	1.500
B	21	66,346	1.523
B	22	119,368	2.740

Curve Table			
Curve #	Length	Radius	Delta
C1	90.99	500.00	10°25'36"
C2	175.82	500.00	20°08'51"
C3	156.62	500.00	17°56'50"
C4	261.17	500.00	29°55'39"
C5	99.63	250.00	22°50'01"
C6	267.99	550.00	27°55'04"
C7	64.31	550.00	6°41'58"
C8	100.12	250.00	22°56'42"
C9	99.68	250.00	22°50'43"



DEVELOPMENT PLAN
92.134 ACRES
 LOTS 1-22, BLOCK A
 LOTS 1-22, BLOCK B
 44 RESIDENTIAL LOTS

SITUATED IN THE
 JAMES LOVELADY SURVEY, ABSTRACT NO. 538
 JOHN GRAY SURVEY, ABSTRACT NO. 349
 CITY OF LUCAS, COLLIN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
 TEXAS FIRM REG. NO. 001145
 201 WINDCO CIRCLE, SUITE 200, WYLE, TEXAS 75098
 (972) 941-8400 FAX (972) 941-8401

JAMES LOVELADY SURVEY
 A-538
 220.733 AC
 DR HORTON - TEXAS, LTD
 INSTR. 2011083000915300
 D.R.C.C.T.

JOHN GRAY SURVEY
 A-349

OWNER/DEVELOPER
LUCAS REAL ESTATE, LLC
 1221 N INTERSTATE 35E STE 200
 CARROLLTON, TX 75006-3806



City of Lucas Council Agenda Request

Council Meeting: December 19, 2013

Requestor: Joe Hilbourn

Prepared by: _____

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider a review for allowing Kyle Kruppa on behalf of Hillwood Communities and Brockdale Park Estates to make repairs and upgrades to Brockdale Park Road for no cost to the City of Lucas.

RECOMMENDED ACTION:

Staff recommends to agree to allow for significant upgrades to a road in disrepair at no expense to the City.

SUMMARY:

Kyle Kruppa on behalf of Hillwood Communities and Brockdale Park Estates have requested to be permitted to make upgrades to Brockdale Park Road per the attached request and concept plan.

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

Memo

TO: City of Lucas
FROM: Kyle Kruppa
DATE: December 9, 2013
RE: **Brockdale Park Road Memo**

We are requesting authorization to make repairs to Brockdale Park Road in an effort to provide safe access to our Brockdale community. This road is the sole point of access to our community, so we want to do what we can to preserve and ultimately see Brockdale Park Road improved. In addition to serving our community, the road serves some Lucas residents and guests that live along with roadway, visit the nature preserve, and use the horse trails and boat ramp. We understand that any reconstruction project will be a collaborative effort between us, Lucas, and Collin County to determine the timing, scope, and possible cost sharing.

To help determine a scope, Collin County Public Works Department inspected the roadway and prepared a scope as depicted on the attached exhibit. We are requesting approval to make repairs in accordance with Collin County's recommendations from Sta 0+00 to Sta. 50+00, which starts at Lucas Road (FM 3286) and will extend to approximately 600 feet past our entry. This is also the area highlighted in green on the exhibit.

The improvements we are requesting approval for are as follows:

Pavement

- Full Depth Reclamation (Sta. 0+00 to Sta. 50+00) - Use a pavement reclaimer to pulverize the existing pavement to a predetermined depth, bring the material to optimum moisture, and then grade and compact the material to form a base or sub-base that is crowned
- Additional Flex Base (Sta. 0+00 to Sta. 5+50) - Add 4" of Flex Base and Portland Cement
- Lower and then Add Flex Base (Sta. 20+00 to Sta. 30+00) - Haul off 10" and then add 4" Flex Base and Portland Cement
- Final Overlay – Overlay the roadway with TCP or HMA

Miscellaneous

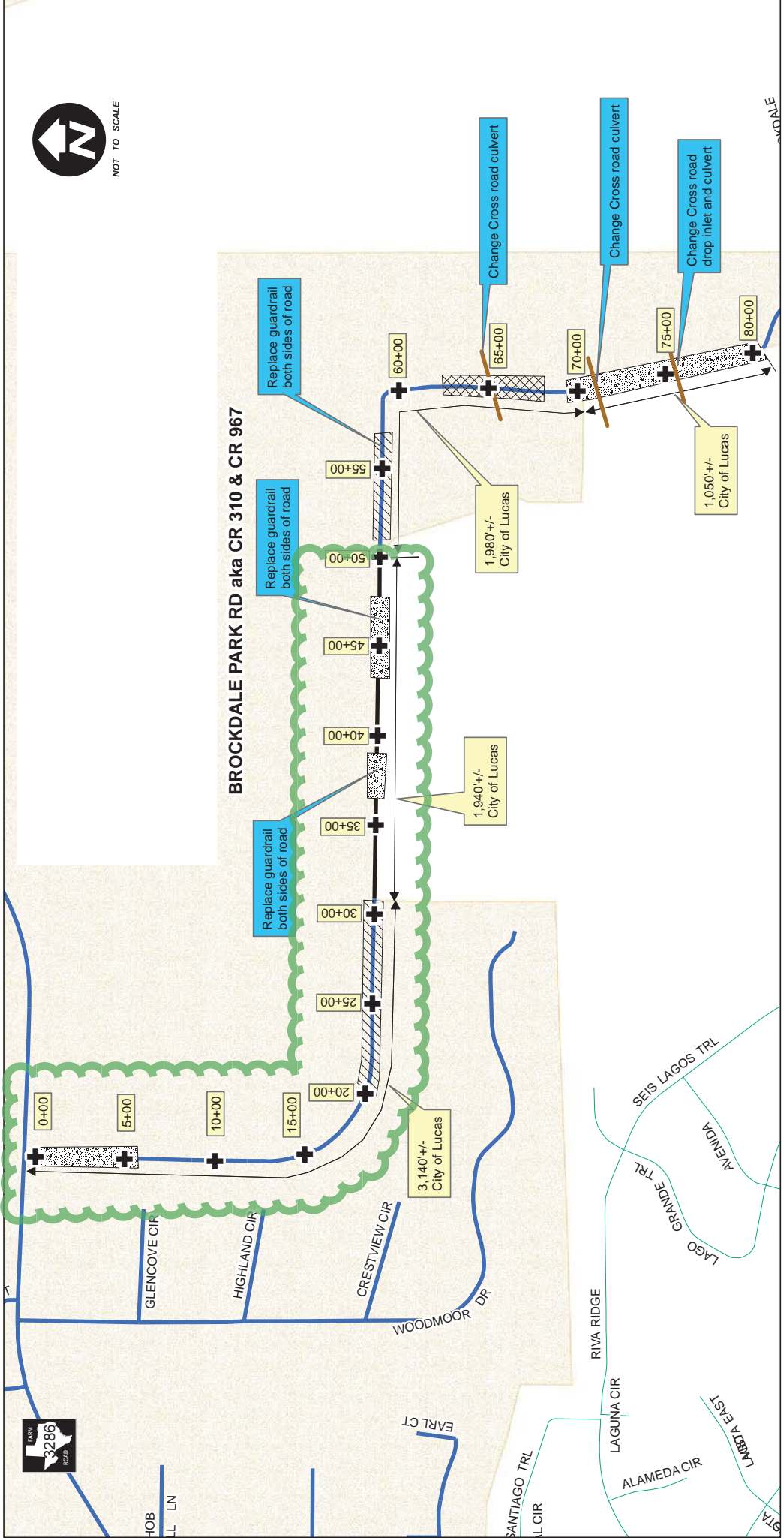
- Guard Rail Repair (Sta. 35+00 and Sta. 40+00) – Restore, replace, or abandon the guard rails between Sta. 35+00 and Sta. 40+00
- Signage – Replace the street signs along Sta. 0+00 to Sta. 50+00 with ornamental signs

All of this work would be done at our expense and subject to the City of Lucas and Collin County inspecting the work.

We would like to complete this work in early 2014 when our lot development has completed.



NOT TO SCALE



LEGEND:

	CITY ROAD
	ASPHALT ROAD
	CITY OF LUCAS CITY LIMITS
	ADD 4" FLEX AND PORTLAND
	HAUL OFF 10" ADD 4" FLEX
	ADD PORTLAND ONLY



BROCKDALE PARK ROAD- CITY OF LUCAS 11/27/13



City of Lucas Council Agenda Request

Council Meeting: 12/19/13

Requestor: Stanton Foerster, PE

Account Code #: Water Fund Reserves

Date Prepared: 12/11/13

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of an Interlocal Agreement between North Texas Municipal Water District and the City of Lucas regarding the North McKinney Pipeline Phases I and II and the participation in the construction of Phase One Rock Ridge Road 12 inch waterline in an amount not to exceed \$500,000.

RECOMMENDED ACTION:

- 1) Allow the interim City Manager to enter into an ICA with the NTMWD for the construction of the Rock Ridge Road 12-inch Waterline Phase I and
- 2) To obligate an amount not to exceed of \$500,000.00 in Water Fund Reserves for the Rock Ridge Road 12-Inch Waterline Phase I construction.

SUMMARY:

Previous efforts by the City of Lucas to place a 12-inch waterline along Rock Ridge Road were thwarted by Collin County because the county would not allow the city to use county right-of-way. During last summer, staffs from NTMWD and City of Lucas began discussing of shared use of easements belonging to either party as a way for both parties to complete the construction of needed infrastructure.

In August of this year, the Lucas City Council approved a professional services agreement with Freese and Nichols, Inc. for the design of the Rock Ridge Road 12-Inch Waterline Phase I. The design was completed and added to the NTMWD Project Number 210 construction plans and advertised for letting in November.

In November, city staff sent a letter to Jim Parks, Executive Director, of the NTMWD requesting an ICA for this matter. The letter is attached.

The NTMWD Board meets on 12/19/13. Two items for their discussion and consideration is the awarding of Project No. 210 for construction and this ICA. The City of Lucas portion of this project is an alternate to Project No. 210. The City of Lucas is not obligated to approve the ICA. If the city does not approve the ICA, NTMWD will still be able to move forward with Project No. 210.

This ICA will allow the following:

- 1) Obligate a not to exceed amount of \$500,000.00 in city funds for the construction of 4300+/- feet of 12-inch waterline from the Exchange Parkway/Highland Court intersection with in the City of Allen Extraterritorial Jurisdiction to the Rock Ridge Road/Country Club Road intersection and
- 2) The cooperative use of easements between the Exchange Parkway/Highland Court intersection to north of the Wolf Creek Drive/Country Club Road intersection.

During the December 19, 2013, city council meeting, city staff will be informed by the NTMWD staff if the NTMWD Board actions regarding the ICA.

Currently the NTMWD is negotiation Change Order Number 1 with the prospective contractor. NTMWD will not have a final number for the City of Lucas regarding our cost for the 12-inch waterline construction. For this reason, NTMWD and city staff has placed a not to exceed amount in the ICA of \$500,000. NTMWD estimates the city's cost to be \$474,694.71.

If the city council does not approve the obligation of the construction funds, the NTMWD staff has requested that the portion of the ICA allowing NTMWD to use City of Lucas easements be approved.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: SWF / 12/11/13
City Manager: /

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LUCAS AND
NORTH TEXAS MUNICIPAL WATER DISTRICT
REGARDING THE NORTH MCKINNEY PIPELINE PHASE I AND II,
PROJECT NO. 210**

This Interlocal Cooperation Agreement is made and entered into on this 19th day of December, 2013, by and among the North Texas Municipal Water District, a governmental agency and body politic and corporate, organized and existing by virtue of Article XVI, Section 59 of the Texas Constitution, and Article 8280-141 of the Revised Civil Statutes of the State of Texas, hereinafter referred to as "NTMWD" and the City of Lucas, located in Collin County, Texas, hereinafter referred to as "Lucas".

WHEREAS, NTMWD currently has plans for the construction and installation of a treated water transmission pipeline not to exceed 60 inches in diameter known as the North McKinney Pipeline Phase I and II (the Project) to be constructed through the city limits of Lucas to meet the water supply needs of its customers and member cities; and,

WHEREAS, NTMWD is presently obtaining permanent and temporary construction easements across certain properties for the construction of the Project; and

WHEREAS, Lucas has previously acquired a 20-foot permanent easement for the construction, installation, and maintenance of a potable water pipeline over certain properties located only a portion of the alignment desired by NTMWD for a portion of its project, said Lucas easement being depicted in the areas shown on Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, NTMWD's permanent easement required for the installation of its water transmission pipelines will be located immediately adjacent to, and adjoining the Lucas permanent easement along the locations generally depicted on Exhibit "A"; and

WHEREAS, NTMWD, in order to reduce the amount of additional easement which will be required for the construction, repair and maintenance of its pipeline, has determined it would be in its best interest to utilize the Lucas easements as may be required for such construction, repair and maintenance activities; and

WHEREAS, Lucas desires to cooperate with NTMWD and allow NTMWD, its employees, agents, contractors and sub-contractors, to utilize its permanent easement for the construction, repair and maintenance of the NTMWD pipeline; and

WHEREAS, Lucas has determined that it would be in its best interest to have access to the NTMWD permanent easement where said easement is adjacent to the NTMWD easement being acquired for the repairs or replacement of its lines; and

WHEREAS, NTMWD desires to cooperate with Lucas and allow Lucas, its employees, agents, contractors, and sub-contractors, to utilize its permanent easement for the repair, maintenance, and replacement of the Lucas water pipeline; and

WHEREAS, Lucas desires to extend its water transmission pipeline beyond the areas where the pipeline is currently located as shown in Exhibit "A" to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the extension of the Lucas water pipeline will be within the area required by NTMWD for the construction and installation of its water transmission pipeline, the area being shown on Exhibit "B" attached hereto and incorporated by reference herein as if set forth at length; and

WHEREAS, Lucas owns a property across which NTMWD needs an easement for the construction of the pipeline; and

WHEREAS, NTMWD requests Lucas execute an Easement granting NTMWD the permanent easement across the property in question depicted in Exhibit "C" (FNI Parcel No. 19) ; and

WHEREAS, conditions of the Easement are contained within the attached Easement; and

WHEREAS, in an effort to reduce the amount of easement required for installation of both pipelines, reduce the impact on property owners, and provide for the efficient and timely construction of those pipelines, the parties agree that it is in their best mutual interest to provide for the installation of the NTMWD pipeline and Lucas pipeline within the easement area being acquired by NTMWD for the installation of the pipeline:

THEREFORE, NTMWD and Lucas do hereby agree to the recitals herein, and further agree as follows:

1. This Agreement is an Interlocal Cooperation Agreement under Chapter 791 of the Texas Government Code.
2. NTMWD is hereby granted the right to use Lucas's easement on those properties located on and along the route of the existing Lucas water lines shown on Exhibit "A" for all activities incident to the construction, repair, maintenance, or replacement of its water transmission pipelines. NTMWD's right to utilize Lucas's

easement shall include, but not be limited to, the right of ingress and egress across the easement, the right to transport equipment and material on and across said easement, the right to store materials, including pipe, excavation materials, spoil, and all other materials incident to the construction, repair, maintenance, or replacement of said pipelines and to use easement as workspace for all activities reasonably incidental to the construction of the pipelines, provided however, that NTMWD shall not have the right to trench or otherwise excavate any portion of the Lucas easement, nor to place any permanent improvement within the Lucas easement.

3. Lucas is hereby granted the right to use the NTMWD easement on those properties located on and along the route of the proposed NTMWD Project shown on Exhibit "A" for all activities incident to the construction, repair, maintenance, or replacement of its water transmission pipelines. Lucas's right to utilize NTMWD's easement shall include, but not be limited to, the right of ingress and egress across the easement, the right to transport equipment and material on and across said easement, the right to store materials, including pipe, excavation materials, spoil, and all other materials incident to the construction, repair, maintenance, or replacement of said pipelines and to use easement as workspace for all activities reasonably incidental to the construction of the pipelines, provided however, that Lucas shall not have the right to trench or otherwise excavate any portion of the NTMWD easement, nor to place any permanent improvement within the NTMWD easement.

4. Prior to beginning construction, repair, or maintenance activities within the Lucas easement, NTMWD shall provide Lucas with ten (10) days notice of its intent to use the easement for said activities, except in case of an emergency, when NTMWD shall give Lucas reasonable notice as may be practical under the circumstances. In the event that Lucas has any facilities located within the easement area in which NTMWD will be working, Lucas shall notify NTMWD of the location of such facilities requiring protection so as to avoid injury to said facilities.

5. Prior to beginning construction, repair, or maintenance activities within the NTMWD easement, Lucas shall provide NTMWD with ten (10) days notice of its intent to use the easement for said activities, except in case of an emergency, when Lucas shall give NTMWD reasonable notice as may be practical under the circumstances. In the event that NTMWD has any facilities located within the easement area in which Lucas will be working, NTMWD shall notify Lucas of the location of such facilities requiring protection so as to avoid injury to said facilities.

6. Upon completion of any construction, repair, or maintenance activities within the other party's easement, the party performing the work shall restore the surface of the other party's easement to a condition as good or better than before construction, to the extent reasonably possible, including damage to any property owners' improvements located within the easement such as fences, driveways, drainage channels, utilities or other such improvements.

7. Lucas is hereby granted the right to install a 12-inch waterline within

the NTMWD easement along a section of Rock Ridge Road as depicted on, Exhibit "B" (the joint easement). NTMWD and Lucas shall have equal access to the joint easement for the maintenance of their respective water lines. Either party shall have the right to maintain its respective waterline within this easement as provided under the terms of the Easements acquired on each property. To the extent required by law, NTMWD shall execute any partial assignment of the easements acquired for use as the joint easement as may be required to protect Lucas' right to provide for the continued operation, maintenance, and repair of its pipeline.

8. Lucas hereby confers upon NTMWD all rights as necessary to allow it to acquire all easements and enter into such agreements as necessary to construct and install its 12 inch waterline within the NTMWD easement including, but not limited to, the right to hire attorneys, appraisers, negotiate and institute condemnation proceedings if required for the acquisition of the necessary easements for the pipeline. Lucas shall not be responsible for any cost or expenses associated with the acquisition of the NTMWD easement, unless mutually agreed in writing before the cost or expense is incurred. Lucas shall be responsible for the cost and expense of construction and installation of its pipeline. The Lucas waterline was bid with the NTMWD North McKinney Pipeline, Phase I & II Project No. 210. Lucas shall reimburse NTMWD the actual amount bid for the 12-inch waterline and associated appurtenances at the time of project award, which shall not exceed \$500,000 and includes Change Order No. 1. Should additional change orders on the Lucas items be warranted, Lucas will provide funding to NTMWD for the cost of the change order(s).

9. The NTMWD shall provide inspection services for the installation of the 12-inch waterline; however, Lucas shall provide inspection services for the customer connections and other appurtenances of the 12-inch waterline. Additionally, Lucas shall provide water to fill the 12-inch waterline to be used for applicable testing of its waterline. NTMWD shall oversee the testing of the 12-inch waterline.

10. The warranty for the Lucas 12-inch waterline and appurtenances shall be pursuant to the contract between NTMWD and its contractor.

11. In the event that one party, its employees, agents, contractors, and sub-contractors damages the other party's pipelines or other facility located within its easement, or within the joint easement, during construction, repair or maintenance activities, the party performing the work shall be responsible for making all necessary repairs to the other party's facilities. The parties recognize that certain pipelines or other facilities are critical for supplying service to customers. In the event the owner of the damaged pipeline requires prompt repairs to continue critical water supply to customers, the owner shall have the option to make repairs to the damaged pipeline and charge the other party the cost of such repairs.

12. To the extent allowed by law, NTMWD does hereby covenant and agree to indemnify and hold harmless Lucas, its agents, servants, employees, officers, directors and attorneys from any damages to any Lucas pipeline

structures, or from any and all claims arising by, through, or under this Agreement, including, without limitation, claims or causes of action for damages arising out of any act, omission, activity, or occurrence resulting from any action by, or at the direction of NTMWD, as well as any claims asserted by any third party for damages or injuries associated with any act, omission, or activity conducted by NTMWD, its contractors, employees, agents, sub-contractors or other persons acting under its direction or supervision on the above referenced property; said indemnification to include all attorney's fees, costs, and expenses associated with any claims made, or actions brought against Lucas.

13. To the extent allowed by law, Lucas does hereby covenant and agree to indemnify and hold harmless NTMWD, its agents, servants, employees, officers, directors and attorneys from any damages to any NTMWD pipeline structures, or from any and all claims arising by, through, or under this Agreement, including, without limitation, claims or causes of action for damages arising out of any act, omission, activity, or occurrence resulting from any action by, or at the direction of Lucas, as well as any claims asserted by any third party for damages or injuries associated with any act, omission, or activity conducted by Lucas, its contractors, employees, agents, sub-contractors or other persons acting under its direction or supervision on the above referenced property; said indemnification to include all attorney's fees, costs, and expenses associated with any claims made, or actions brought against NTMWD.

14. The parties hereto are entering into this contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

15. This contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the parties.

16. The terms of this contract shall be binding upon, and inure to the benefit of all parties and their permitted successors and assigns.

17. This contract may be executed by the parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same contract. All signatures need not be on the same counterpart.

18. This contract and the rights and duties of the parties arising out of this contract shall be governed by, and construed in accordance with the laws of the State of Texas, without reference to the conflict of laws rules thereof.

19. No presumption will apply in favor of any party in the interpretation of this contract or in the resolution of any ambiguity of any provision thereof.

20. EACH PARTY HERETO ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE EFFECT OF THIS AGREEMENT, HAVE BEEN ADVISED BY COUNSEL AS TO THE EFFECT OF THIS AGREEMENT, AND EXECUTES THE AGREEMENT OF THEIR OWN FREE WILL AND ACCORD FOR THE PURPOSES AND CONSIDERATIONS SET FORTH.

IN WITNESS WHEREOF, NTMWD and City of Lucas have caused this contract to be executed in their behalf by their duly authorized representative, as of the date first set above.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____

CITY OF LUCAS

By: _____
Dan Savage, Interim City Manager

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for the NORTH TEXAS MUNICIPAL WATER DISTRICT, who being by me first duly sworn, upon oath stated that he has read the above and foregoing Interlocal Cooperation Agreement and that he has executed same for the considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 201__.

Notary Public, in and for the
State of Texas

STATE OF TEXAS

§

COUNTY OF COLLIN

§

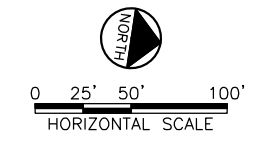
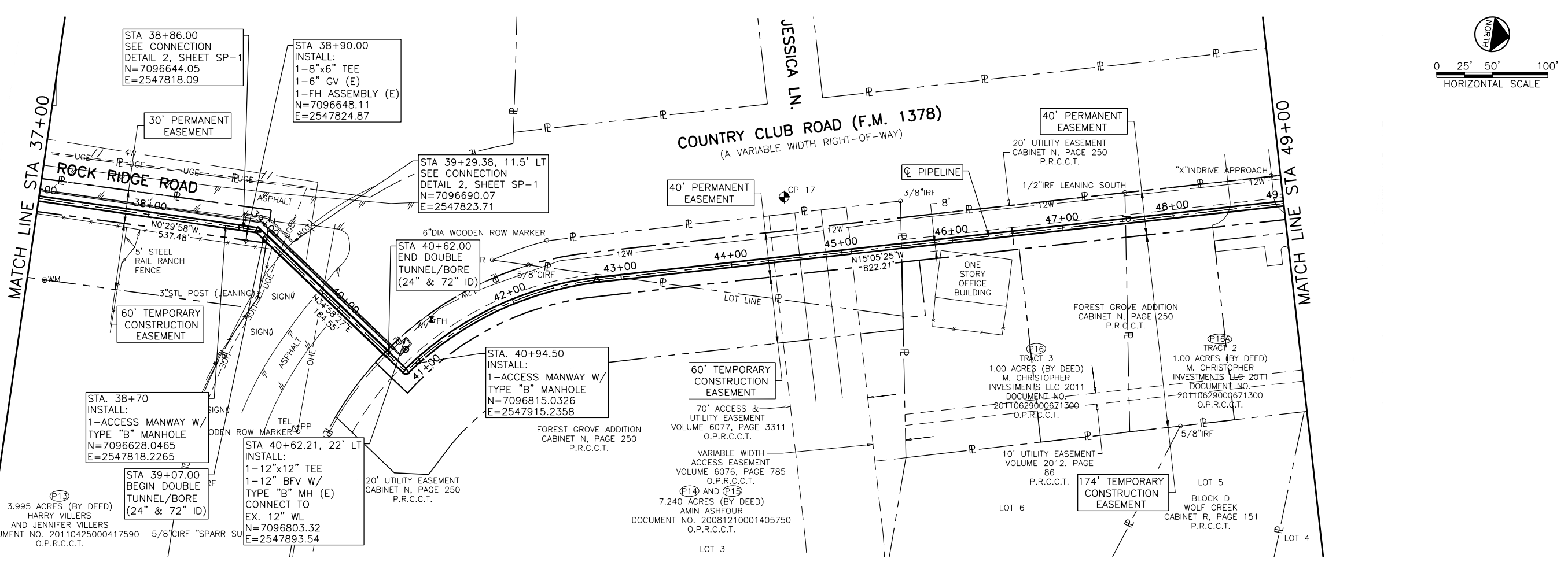
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BEFORE ME, the undersigned authority, on this day personally appeared Dan Savage, Interim City Manager for the CITY OF LUCAS, who being by me first duly sworn, upon oath stated that he has read the above and foregoing Interlocal Cooperation Agreement and that he has executed same for the considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of December, 2013.

Kathy Wingo, Notary Public
My Commission Expire: August 12, 2016

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Freese and Nichols, Inc.
 Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE PROVISIONS OF THE OPEN PUBLIC RECORDS ACT. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREES & NICHOLS
 2711 North Rossell, 33rd Floor
 Dallas, TX 75241 217-2200
 Phone - (214) 217-2200
 Fax - (214) 217-2201

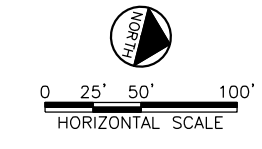
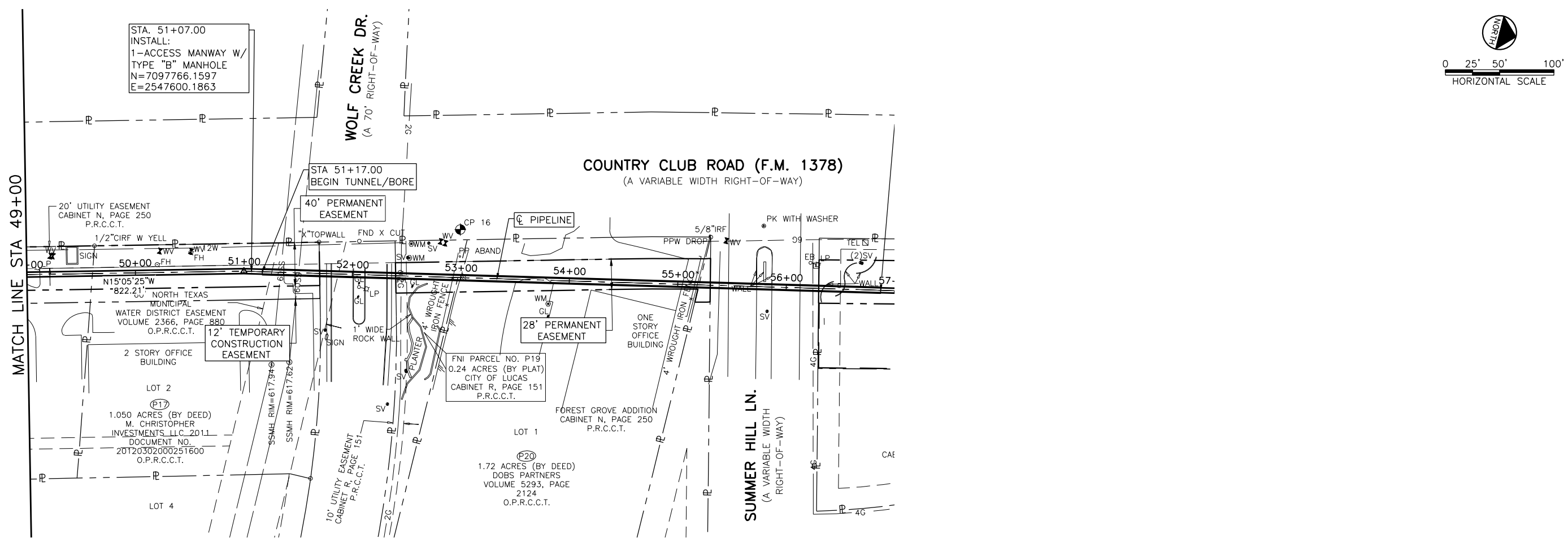
NORTH TEXAS MUNICIPAL WATER DISTRICT
NORTH MCKINNEY PIPELINE
 PHASE I AND II, PROJECT NO. 210
 PIPELINE
EXHIBIT A
COUNTRY CLUB RD.

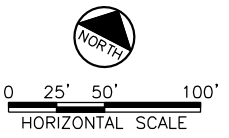
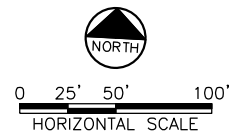
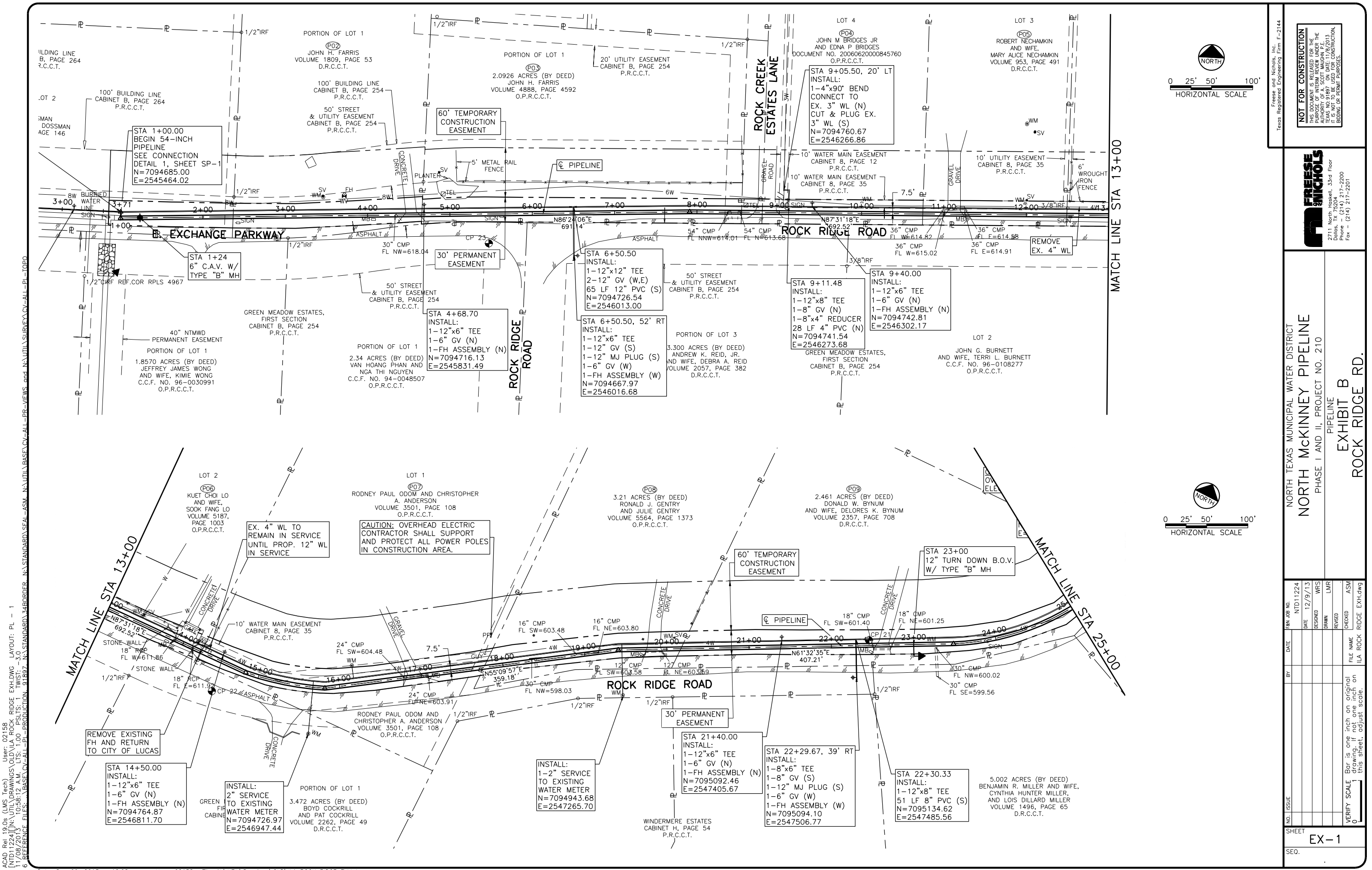
NO.	ISSUE	BY	DATE	DESIGNED	DRAWN	REVISION	CHECKED	FILE NAME
				NTD11224	WRS	LMR	ASM	ILA ROCK RIDGE EXH 3.dwg
			12/9/13					

VERIFY SCALE: Bar is one inch on original drawing; if not one inch on this sheet, adjust scale.

SHEET **EX-1**

SEC.





NOT FOR CONSTRUCTION
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE PROVISIONS OF TEXAS LAW CHAPTER 163, SECTION 163.001, WHICH PROVIDES THAT IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREES & NICHOLS
 2711 North Rossell, 33rd Floor
 Dallas, Texas 75201
 Phone = (214) 217-2200
 Fax = (214) 217-2201

NORTH TEXAS MUNICIPAL WATER DISTRICT
NORTH MCKINNEY PIPELINE
 PHASE I AND II, PROJECT NO. 210
 PIPELINE EXHIBIT B
ROCK RIDGE RD.

NO.	ISSUE	DATE	BY	DESIGNED	DRAWN	CHECKED	FILE NAME
1		12/9/13		WRS	LMR		ILA ROCK RIDGE EXH.dwg

VERIFY SCALE: Bar is one inch on original drawing; if not one inch on this sheet, adjust scale.

SHEET **EX-1**

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 11/08/2013 10:58:12 A.M. LTS: 1.00 PLSLTS: 1
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**EASEMENT FOR RIGHT-OF-WAY
WATER TRANSMISSION PIPELINE
NORTH MCKINNEY PIPELINE
PROJECT NO. 210**

STATE OF TEXAS § KNOWN ALL MEN BY THESE PRESENTS:
 §
COUNTY OF COLLIN §

THAT the undersigned, **CITY OF LUCAS**, (hereinafter called "Grantor") for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Permanent Easement and right-of-way, in and through those certain premises owned by Grantor to construct, operate, reconstruct, perpetually maintain and remove one pipeline, for the transportation of water, with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

Parcel 19
Being a 40.0' permanent waterline easement situated in the Gabriel Fitzhugh Survey, Abstract No. 318, Collin County, Texas and being a portion of a dedicated Park of Wolf Creek, an addition to the City of Lucas, Collin County, Texas as recorded in Cabinet R, Page 151 of the Plat Records of Collin County, Texas, said Park being dedicated to City of Lucas as recorded in said Wolf Creek, said 40.0' permanent waterline easement being more particularly described by metes and bounds as follows:

SEE ATTACHED EXHIBIT "1" FOR DESCRIPTION

The Grantee shall utilize the easement for an underground pipeline and appurtenances, including communication facilities, and above grade appurtenances consisting of air valves, blow off valves, pipeline markers and cathodic protection equipment (referred to herein collectively as "Grantee's Pipeline" or the pipeline) as may be required for its operation of the pipeline. The blow off valves shall be located so as to discharge any water from the pipeline into natural drainage areas currently existing on the Property.

Grantee, and Grantee's successors and assigns, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's facilities.

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will

restore said topsoil within the easement. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements, buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be constructed, any house, building, reservoir, or other prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor retains the right, to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantee's pipeline and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

If Grantee should abandon the rights granted herein for said pipeline and appurtenances constructed upon said land and, if such abandonment should continue for a continuous period of as long as thirty-six (36) months, all rights of Grantee herein shall terminate and revert to Grantor, their heirs, legal representatives, successors and assigns. Grantee shall have the right for one year following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

Grantee shall have the right to assign the easement in whole or in part to one or more assignees. Grantee, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this Easement, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross negligence, or intentional tortuous acts in the performance of this Easement.

The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

By executing this Easement, the undersigned represents that they are duly authorized to execute this document; that Grantor is the owner of fee simple title to the property across which

the easement is being granted; that the property is held by Grantor free and clear of any liens or encumbrances and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

TO HAVE AND TO HOLD unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, any heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS this _____ day of _____, 2013.

GRANTOR:

Signature

Printed Name

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public in and for
the State of Texas

My commission expires: _____

EXHIBIT "1"
NORTH TEXAS MUNICIPAL WATER DISTRICT
NORTH MCKINNEY PIPELINE SYSTEM
PROJECT NO. 210

FNI PARCEL NO. P19
OWNER: CITY OF LUCAS
40.0' PERMANENT WATERLINE EASEMENT
GABRIEL FITZHUGH SURVEY, ABSTRACT NO. 318
COLLIN COUNTY, TEXAS

Being a 40.0' permanent waterline easement situated in the Gabriel Fitzhugh Survey, Abstract No. 318, Collin County, Texas and being a portion of a dedicated Park of Wolf Creek, an addition to the City of Lucas, Collin County, Texas as recorded in Cabinet R, Page 151 of the Plat Records of Collin County, Texas, said Park being dedicated to City of Lucas as recorded in said Wolf Creek, said 40.0' permanent waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of a said Park, said 1/2 inch iron rod being the most southerly southwest corner of Lot 1, Block A of said Wolf Creek, said 1/2 inch iron rod also being in the northerly right-of-way line of Wolf Creek Drive (a 70' right-of-way); **THENCE** North 51 degrees 42 minutes 35 seconds West, with the northeasterly line of said Park and with the southwesterly line of said Lot 1, Block A, a distance of 20.11 feet to a point for the northeast corner of said Park, said point being the most westerly southwest corner of said Lot 1, Block A, said point also being the southeast corner of Lot 1 of Forest Grove Addition, an addition to the City of Lucas, Collin County, Texas as recorded in Cabinet N, Page 250 of said Plat Records of Collin County, Texas, from which a 5/8 inch iron rod with cap stamped "Sparr Surveys" found for reference bears North 01 degrees 07 minutes 48 seconds West, a distance of 217.29 feet; **THENCE** South 89 degrees 37 minutes 47 seconds West, with the north line of said Park and with the south line of said Lot 1 of Forest Grove Addition, a distance of 255.93 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,096,868.30 and E=2,547,196.36;

THENCE South 15 degrees 06 minutes 24 seconds East, a distance of 50.61 feet to a point for corner in the southerly line of said Park, said point being in the northerly right-of-way line of said Wolf Creek Drive;

THENCE South 74 degrees 52 minutes 40 seconds West, with the southerly line of said Park and with the northerly right-of-way line of said Wolf Creek Drive, a distance of 40.00 feet to a point for corner in the easterly line of a 20' Utility Easement as shown on said Forest Grove Addition;

THENCE North 15 degrees 06 minutes 24 seconds West, a distance of 61.14 feet to a point for corner in the north line of said Park, said point being in the south line of said Lot 1 of Forest Grove Addition;

(Exhibit "1") Page 1 of 3

THENCE North 89 degrees 37 minutes 47 seconds East, with the north line of said Park and with the south line of said Lot 1 of Forest Grove Addition, a distance of 41.36 feet to the **POINT OF BEGINNING** and containing 0.051 acres of land, more or less.

NOTE: All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation Surface Adjustment Factor for Collin County (1.000152710). Distances and areas shown are surface values and in U.S. Survey Feet.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Gorrondona & Associates, Inc.**

By: Chris T. Abbott

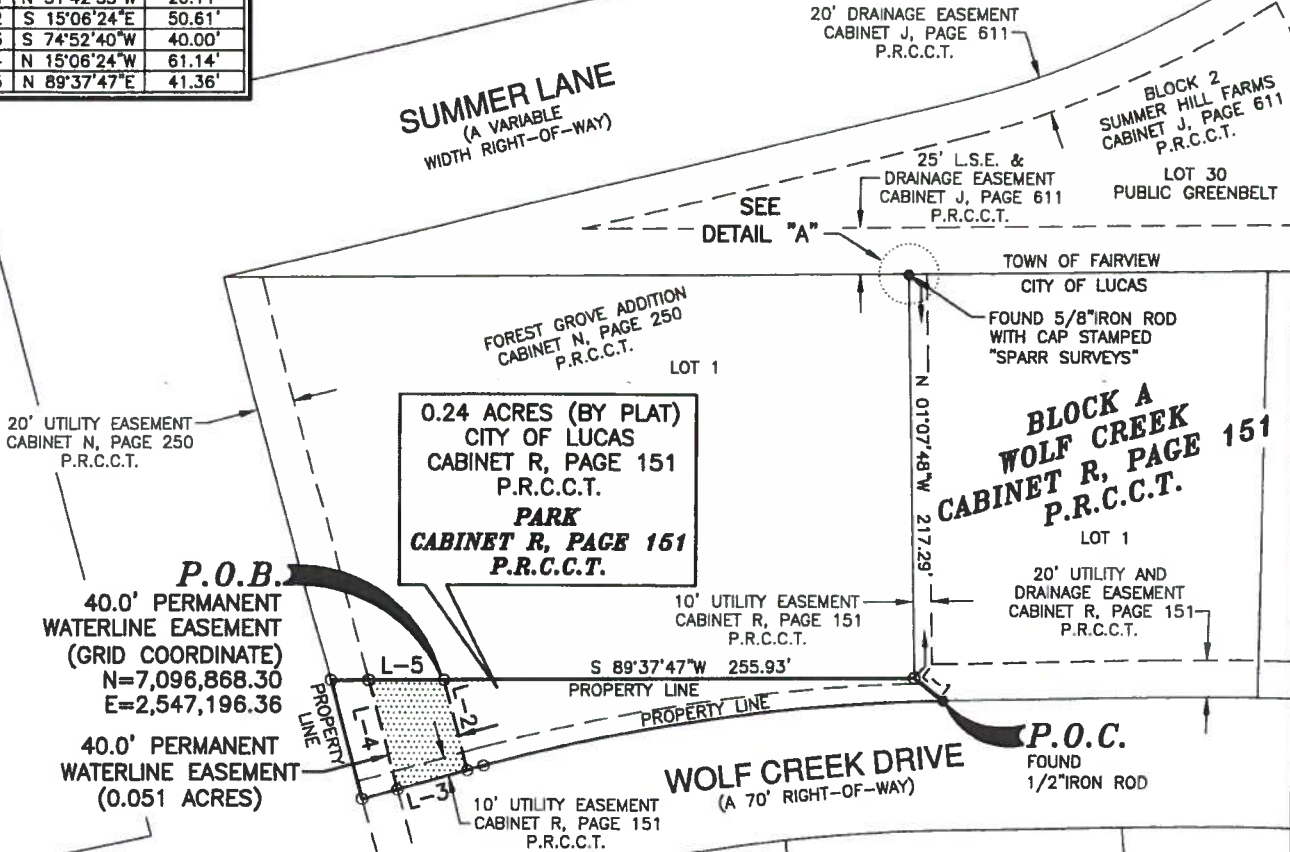
Surveyor's Name: Chris T. Abbott
Registered Professional Land Surveyor,
Texas No. 6407
Date of survey: August 03, 2013(REV1)
FNI Parcel No. P19
Texas Firm No. 10106900



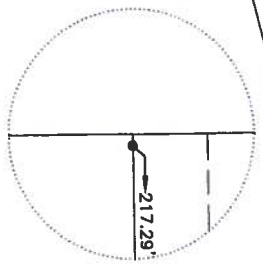
(Exhibit "1") Page 2 of 3

PLAT OF EXHIBIT "1"

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 51°42'35"W	20.11'
L-2	S 15°06'24"E	50.61'
L-3	S 74°52'40"W	40.00'
L-4	N 15°06'24"W	61.14'
L-5	N 89°37'47"E	41.36'

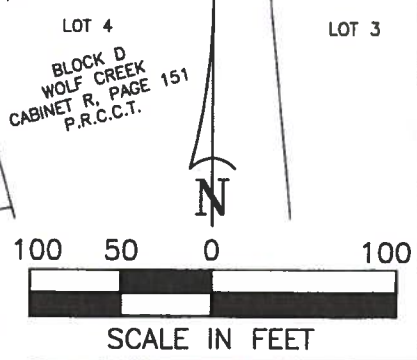


DETAIL "A"
NOT TO SCALE



NOTES:
 (1) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS96 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U. S. SURVEY FEET.
 (2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.

LEGEND	
●	IRON ROD FOUND (AS NOTED)
○	CALCULATED POINT
---	SURVEY LINE
- - - -	EASEMENT LINE
---	PROPERTY LINE (AS NOTED)
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS



NORTH TEXAS MUNICIPAL WATER DISTRICT
 505 E. BROWN ST. • P.O. BOX 2408 • WYLIE, TEXAS 75098

NORTH TEXAS MUNICIPAL WATER DISTRICT
"NORTH MCKINNEY PIPELINE SYSTEM"

FNI PARCEL NO.: P19		PROJECT NO. 210
SURVEY: GABRIEL FITZHUGH SURVEY, ABSTRACT NO. 318		
LOCATION: COLLIN COUNTY, TEXAS		
SUBJECT TRACT ACREAGE: 0.24 ACRES (BY PLAT)		PAGE 3 OF 3
JOB NO. FNI-1304.00	DRAWN BY: CTA	CAD FILE: PARCEL 19(REV1).DWG
DATE: 08/03/2013	CHK. BY: JBB	SCALE: 1" = 100'

CHRIS T. ABBOTT
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6407 TEXAS FIRM NO. 10106900



City of Lucas Council Agenda Request

Council Meeting: 12/19/13

Requestor: Stanton Foerster, PE

Account Code #: Roadway Impact Fees

Date Prepared: 12/09/13

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of an Interlocal Agreement between the City of Lucas and Texas Department of Transportation (TxDOT) regarding the reconstruction of Estates Parkway/Angel Parkway intersection improvements (CSJ: 2401-01-008 Intersection Improvements project on FM 2170).

RECOMMENDED ACTION:

Allow the interim City Manager to enter into an AFA with the TxDOT for the Intersection Improvement project on FM 2170.

SUMMARY:

City staff has been meeting with TxDOT, Collin County, and City of Allen to find a way to improve the eastern leg of the Estates Pkwy/Angle Pkwy intersection. Staff will continue to seek funding from Collin County and the City of Allen. To date, neither agency has committed funding to the project. Staff is proposing to use Roadway Impact Fees. The current construction estimate is \$500,000 to \$600,000. The engineering costs are estimated to be \$70,000.00.

Commission Minute Order Number 113675 authorizes the TxDOT to undertake and complete a highway improvement generally described as the construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County.

The city has requested that the TxDOT allow the city to participate in this improvement by funding that portion of the improvement described as the design and construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County, called the "Project".

TxDOT will be doing incurring \$111,600 in direct and \$48,300 indirect costs. To make all the number work out to satisfaction of TxDOT, the city shows the cost of the Project to be \$1,000,000. This was done to make sure TxDOT budgeted enough for their direct and indirect costs.

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: SWF / 12/9/13

City Manager: /

CSJ #: 2461-01-008
District #: 18-Dallas
Code Chart 64 #: 25670
Project: FM 2170
Limits: From FM 2551 to East of FM 2551
County: Collin

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Lucas, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 113675 authorizes the State to undertake and complete a highway improvement generally described as the construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the design and construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

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 in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

- A.** The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B.** At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

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.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other

CSJ #: 2461-01-008
District #: 18-Dallas
Code Chart 64 #: 25670
Project: FM 2170
Limits: From FM 2551 to East of FM 2551
County: Collin

locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. 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:

Local Government:	State:
City Manager City of Lucas 665 Country Club Road Lucas, Texas 75002-7651	Director of Contract Services Office Texas Department of Transportation 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. 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.

CSJ #: 2461-01-008
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County: Collin

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. 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.

15. Amendments

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

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

17. 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.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF LUCAS

THE STATE OF TEXAS

By: _____
Dan Savage
Interim City Manager

By: _____
William L. Hales, P.E.
Dallas District Engineer

Date: _____

Date: _____

CSJ #: 2461-01-008
 District #: 18-Dallas
 Code Chart 64 #: 25670
 Project: FM 2170
 Limits: From FM 2551 to East of FM 2551
 County: Collin

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will be responsible for 100% of the cost for the preparation of plans, specifications and estimate (PS&E) and the construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County to allow for traffic safety improvements to the adjacent high school. The State, at no cost to the Local Government, will review and inspect the Project's engineering and construction items. The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$200,000	0%	\$0	0%	\$0	100%	\$200,000
Construction (by Local)	\$800,000	0%	\$0	0%	\$0	100%	\$800,000
Direct State Cost - Eng. @ 2%	\$4,000	0%	\$0	100%	\$4,000	0%	\$0
Direct State Cost – Cst. @13.45%	\$107,600	0%	\$0	100%	\$107,600	0%	\$0
Indirect State Cost @ 4.83%	\$48,300	0%	\$0	100%	\$48,300	0%	\$0
TOTAL	\$1,159,900		\$0		\$159,900		\$1,000,000

Estimated Total Local Government Participation (100%) = \$1,000,000

Total Payment by the Local Government to the State on full execution of this Agreement = \$0

WORK RESPONSIBILITIES BY THE LOCAL GOVERNMENT

Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

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Code Chart 64 #: 25670
Project: FM 2170
Limits: From FM 2551 to East of FM 2551
County: Collin

Construction Responsibilities

- A.** The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The Local Government will use the State's contract letting and award procedures to let and award the construction contract.
- C.** Prior to their execution, the State will be given the opportunity to review contract change orders that will result in an increase in cost to the State.
- D.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 2013

Requestor: Dan Savage

Prepared by: Dan Savage

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$2,822,000

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of Amendment Two to the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry PC regarding the addition of the landscape design in an amount not to exceed \$6,700 for the Fire Station Renovation and Addition Project.

RECOMMENDED ACTION:

Recommend approval of Amendment Two to the contract with Wiginton Hooker Jeffery, P.C. for landscaping and irrigation design at a cost of \$6,700 for the Fire Station Renovation and Addition project.

SUMMARY:

Presently, a living screen on the north side of the Fire Station site separates the Fire Station from the existing residence. Under City code, a living screen may be approved by the Planning and Zoning Commission and the City Council in lieu of a masonry wall at least six feet in height. The landscaping plan is needed for the overall project development, but it is especially needed if the living screen is to be retained. The irrigation design is needed to support the landscaping plan.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

AMENDMENT TWO

December 19, 2013

B101-2007 Owner / Architect Agreement

This is Amendment Two to the Owner / Architect Agreement dated December 19, 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 as follows:

A) Section 4.1.8: Change line in chart to read as follows:

§ 4.1.8 Landscape design	Architect	See 4.2 below.
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B) Section 4.2: Add description for 4.1.8 to read:

Item 4.1.8 – Landscape Design: Services shall include Landscaping and Irrigation Design. Tree Mitigation/Preservation Plan is not included in this scope.

C) Section 11.2: Insert a line to the chart to read as follows:

Item 4.1.8	Landscape Design	\$	6,700.00
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D) Section 11.8.3: Revise to read:

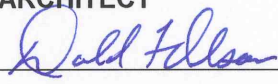
§ 11.8.3 The total estimated cost for Basic Services, Additional Services listed in Section 11.2 and Reimbursable Expenses listed in Section 11.8 shall be three hundred sixteen thousand eight hundred dollars (\$316,800.00).

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

OWNER

ARCHITECT

Dan Savage, City Manager



Donald F. Olson, AIA, Sr. Vice President



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the use of city facilities for non-city business meetings and events.

RECOMMENDED ACTION:

SUMMARY:

October 30th email sent to City Secretary from Fire Chief:

Trying to come up with the nights we need city hall is proving a little more difficult than I expected. I will list what I have below and you will see what I mean. I am checking with the Luke Crain our department Chaplin to see if we could use one of the rooms at the church. If that is not possible I will try Lovejoy ISD. I will get back with you as soon as possible.

Fire Training is the 2nd and 4th Tues of every month 1900 - 2200

EMS Training is the 3rd Tue, Wed, and Thurs. of every month 1900 – 2200

Community CPR Training is the 1st Monday of every Odd month.

CERT Member Training is on Mondays (When they have a class about 10 – 15 a year)

Department Quarterly Meeting 4th Tue at the end of every quarter. 1700-2200

Officers Meetings 1st Wed of every month. 1700-1900

Chief Leonard schedules extra classes several times a year when we have access to a special instructor.

Special Classes

Ham Classes 10 to 15 a year usually on weekends.

CERT Basic classes

Every Wed 1830 – 2200 for 8 weeks (When scheduled)

Bobette Schedules (Most of these are in the evenings)

- Community neighbor safety meetings for Firewise Presentations
- Special Firewise classes on different topics.
- Storm spotter classes
- Ham radio special classes
- Firefighter Rehab Classes for CERT Members

Jim Kitchens
Fire Chief

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



MEMORANDUM

DATE: November 13, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Policy on Use of City Council Chambers

I have had several conversations with City staff regarding the use of the City Council Chambers. Right now it appears that the Council Chambers are only used for official City business such as Council meetings, Board and Commission meetings and things like election polling. In the past Council Chambers were used for non-city meetings and functions. When the new TV's, computers and other equipment were installed this year, the use of the Council Chambers was restricted because of the high cost of the equipment.

In the near future, we will tear down the Fire Station annex. When that occurs the Fire Department will want to use the Council Chambers of some of its training and other meetings. Because of that I have asked staff to start scheduling the City use of the Council Chambers in a more formal manner so we can coordinate normal City use with the Fire Department needs.

This is probably an appropriate time to develop a formal policy for Council Chamber use. If the City council is interested in moving forward on this, I will draft a policy statement with a number of options for the City Council to consider and discuss.

One way to approach this is to pose a series of questions that may need to be addressed:

- 1). Who can use the Council Chambers?
- 2). Who is responsible for loss damage, and/or cleanup?

- 3). Will there be a charge or a deposit for non-city use of the Council Chambers?
- 4). Who will have priority over the use of the Council Chamber?
- 5). Will food or drink be permitted?
- 6). Will a City staff person have to be present?
- 7). How will the space be reserved?
- 8). How often can it be used?

It is my understanding that the proposed training room in the Fire Station addition will be available for use as a community room. If a policy is developed for the Council Chambers, it could be used as the basis for a policy for the Fire Department training room when that is available in 2015.

Thank You,

Dan Savage
Interim City Manager



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

No action to be taken in Executive Session.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Take any action as necessary from Executive Session.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: December 19, 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: _____ / _____