



**PUBLIC NOTICE**  
**City Council Regular Meeting**  
**March 6, 2014, at 7:00 PM**  
**City Hall - 665 Country Club Road**

---

**Notice is hereby given that a Regular Meeting of the City Council of the City of Lucas will be held on Thursday, March 6, 2014, at 7:00 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.

**Consent Agenda**

The Consent Agenda is used to increase the efficiency of time. All items listed under the Consent Agenda may be considered by a single motion, second and passage by a majority vote of the Council present at the

time of consideration. Any member of Council may remove an item from the Consent Agenda prior to a motion to act upon the agenda.

---

3) Consent and Approve:

- a) The minutes from the February 20, 2014 Council meeting. **[Wingo]**
- b) Discuss and Consider the approval of **Ordinance # 2014-03-00775** an ordinance of the City Council of Lucas, Collin County, Texas designating *The Wylie News* as the official newspaper of the City of Lucas, Collin County, Texas, for Fiscal Year 2013 – 2014; authorizing the City Manager to contract with *The Wylie News*; providing a repealing clause and providing for an effective date. **[Wingo]**
- c) Discuss and Consider the approval of **Resolution # R-2014-03-00412** of the City Council of the City of Lucas, Texas, changing the authorized signatories for American National Bank to add City Manager Joni Clarke. **[Mayor]**
- d) Discuss and Consider the approval of **Resolution # R-2014-03-00413** of the City Council of the City of Lucas, Texas, changing the authorized signatories for Lone Star to add City Manager Joni Clarke. **[Mayor]**
- e) Discuss and Consider the approval of **Resolution # R-2014-03-00414** of the City Council of the City of Lucas, Texas, changing the authorized signatories for TexPool to add City Manager Joni Clarke. **[Mayor]**
- f) Discuss and Consider the approval of **Resolution # R-2014-03-00415** of the City Council of the City of Lucas, Texas, changing the authorized signatories for LOGIC to add City Manager Joni Clarke. **[Mayor]**

## Regular Agenda

- 4) Discuss and Consider the acceptance and approval of the City of Lucas' Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2012-2013 presented by Conway Company CPA. **[Exum]**
- 5) Discuss and Consider the landscape plan submitted by the City of Lucas for the Lucas Fire Station Expansion Project, located at 185 Country Club. **[Hilbourn]**
- 6) Discuss and Consider the approval of an agreement between the City of Lucas and Verizon to allow communication equipment to be located on the McGarity water tower; authorize the City Manager to execute said agreement; and vacate the agreement approved on November 21, 2013. **[Foerster]**
- 7) Discuss and Consider FY 13-14 roadway maintenance, speed limits, and traffic related issues. **[Foerster]**
- 8) 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, February 28, 2014.

## 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, February 28, 2014, 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](mailto:secretary@lucastexas.us).**

---

# LUCAS CITY COUNCIL

Meeting Date March 6, 2014

---

## 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

City Manager Joni Clarke	<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: March 6, 2014

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

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Citizen's Input.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

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

Initial/Date

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



**City of Lucas  
City Council Agenda  
Request**

Council Meeting: March 6, 2014

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: October 3, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: September 23, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Consent and Approve:

- a) The minutes from the September 19, 2013, City Council Regular and September 24, 2013 City Council Special meetings. **[Wingo]**
- b) Discuss and Consider the approval of **Ordinance # 2013-10-00771** an ordinance of the City Council of Lucas, Collin County, Texas designating the *McKinney Courier Gazette* the official newspaper of the City of Lucas, Collin County, Texas, for Fiscal Year 2013 – 2014; authorizing the City Manager to contract with the *McKinney Courier Gazette*; and providing an effective date. **[Wingo]**
- c) Discuss and Consider the approval of **Resolution # R-2013-10-00401** of the City Council of the City of Lucas, Texas, changing the authorized signatories for American National Bank to add City Secretary Kathy Wingo and delete City Manager Jeff Jenkins. **[Mayor]**
- d) Discuss and Consider the approval of **Resolution # R-2013-10-00402** of the City Council of the City of Lucas, Texas, changing the authorized signatories for Lone Star to add City Secretary Kathy Wingo and delete City Manager Jeff Jenkins. **[Mayor]**
- e) Discuss and Consider the approval of **Resolution # R-2013-10-00403** of the City Council of the City of Lucas, Texas, changing the authorized signatories for TexPool to add City Secretary Kathy Wingo and delete City Manager Jeff Jenkins. **[Mayor]**
- f) Discuss and Consider the approval of **Resolution # R-2013-10-00404** of the City Council of the City of Lucas, Texas, changing the authorized signatories



for LOGIC to add City Secretary Kathy Wingo and delete City Manager Jeff Jenkins. **[Mayor]**

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

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

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

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



**City Council Regular Meeting  
February 20, 2014, 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 or (Absent):

Mayor Rebecca Mark  
Councilmember Wayne Millsap  
Councilmember Steve Duke  
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele  
Councilmember Jim Olk  
Councilmember Philip Lawrence

Staff Present:

Interim City Manager Dan Savage      City Secretary Kathy Wingo  
City Attorney Joe Gorfida              Development Services Director Joe Hilbourn  
Public Works Director Stanton Foerster      Fire Chief Jim Kitchens

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

**Citizens' Input**

1) Citizens' Input.

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

**Community Interest**

2) Items of Community Interest.

Collin County held a Mobility Plan meeting on Tuesday night, which Interim City Manager Dan Savage and Public Works Director Stanton Foerster attended. The County updates their mobility plan periodically. At the current time, there are approximately 47 local projects in the plan. Of those, the most expensive one happens to be in the City of Lucas. The reconstruction of W. Lucas Road to E. Lucas Road and then over to Branch. This is planned for the year 2020, and it is

proposed to have the local entities participate in the estimated cost, which is approximately \$30M. Interim City Manager Dan Savage is writing a letter to Collin County concerning the burden that this type participation would place on the citizens of Lucas. A copy of the letter will be provided to the Council.

Councilmember Debbie Fisher mentioned there would be a North Texas Municipal Water District (NTMWD) meeting next week which she plans to attend. As of today's date, the local area is already 3" below the normal rainfall for the year.

<h2>Regular Agenda</h2>
-------------------------

- 3) Discuss and Consider approval of the minutes from the February 6, 2014 City Council Regular meeting. **[Wingo]**

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the minutes from the February 6, 2014 City Council Regular meeting as presented. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

- 4) Discuss and Consider the approval of a contract between the City of Lucas and Collin County Elections Administration for the purpose of providing May 10, 2014, General & Special Election Services, contract amount is approximately \$2,350. **[Wingo]**

**MOTION:** Councilmember Jim Olk made a Motion to approve the contract between the City of Lucas and Collin County Elections Administration for the purpose of providing May 10, 2014, General & Special Election Services, contract amount is approximately \$2,350 with the caveat that should other entities cancel elections causing the price to increase, that is approved also. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

- 5) Discuss and Consider the approval of Ambulance Transport Fees for the City of Lucas Fire Department. **[Kitchens]**

Fire Chief Jim Kitchens reviewed the proposed Ambulance Transport Fees with the members of City Council.

Advanced Life Support (Resident)	\$600.00
Advanced Life Support (Non-Resident)	\$700.00
Advanced Life Support 2 (Resident)	\$700.00
Advanced Life Support 2 (Non-Resident)	\$800.00
Basic Life Support (Resident)	\$500.00
Basic Life Support (Non-Resident)	\$600.00

Plus any of the below fees that would apply:

Mileage (Per Loaded Mile) to Hospital	\$12.00
Oxygen	\$90.00
Advanced Life Support Supplies	\$250.00
Basic Life Support Supplies	\$150.00
Additional Crew Member (Resident)	\$0
Additional Crew Member (Non-Resident)	\$46.50

No action taken, these costs are included in the Master Fee Schedule (see next item).

- 6) Discuss and Consider the approval of **Resolution # R-2014-02-00411** of the City Council of the City of Lucas, Texas, adopting the Master Fee Schedule, providing a repealing clause and providing an effective date. **[Hilbourn]**

**MOTION:** Councilmember Debbie Fisher made a Motion to approve **Resolution # R-2014-02-00411** of the City Council of the City of Lucas, Texas, adopting the Master Fee Schedule, providing a repealing clause and providing an effective date. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

- 7) Discuss and Consider the approval of an application submitted by M. Christopher Homes for an amended architectural plan for the office building located in the Village Center, 2730 Country Club, Lucas, TX. **[Hilbourn]**

Brian Reed, on behalf of M. Christopher Homes, has submitted an application for approval of an amended architectural plan for a commercial building located in the Village Center District, 2730 Country Club Road. The plan shows the replacement of two signs that do not conform to the approved architectural plan. The approved plans shows a cursive script with back lighting. The proposed sign is block lettering with a gooseneck directional light. Staff is asking for direction from Council tonight.

Mayor Rebecca Mark asked if the sign was in conformance with the city's sign ordinance other than being in the block lettering. Development Services Director Joe Hilbourn stated that it was in compliance with the sign ordinance.

**MOTION:** Councilmember Debbie Fisher made a Motion the original architectural plan remain the same and give staff latitude to keep the signage consistent. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 8) Discuss and Consider the approval of **Ordinance # 2014-02-00774** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3, titled "Building Regulations" by amending Article 3.15 titled "Signs" by amending Section 3.16.007 titled "Exempt Signs" by amending Subsection 3.16.007(3) to provide for amended regulations for political signs and by adding a new Section 3.16.014 titled "Electioneering at Polling Locations" to provide regulations for electioneering at

polling places located on City owned or controlled public property; providing a severability clause; providing a repealing clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500.00) for each offense; and providing for an effective date. **[Hilbourn]**

There have been some rather significant changes to the rules and regulations for political signage. Political signs on public property used for a polling location can only be visible for three days before and after an election. The signs cannot have an effective area greater than thirty-six (36) feet; and not more than eight (8) feet in height. Previously, the city had no restriction on political sign size or height.

It is an offense for any person to engage in electioneering on driveways and parking areas on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location. Previously they could poll in the parking lot outside the hundred (100) foot marker.

There are a few more minor changes, cannot put signs within 10' of a road, cannot attach signs to plantings, trees or poles, and cannot place in flower beds.

The majority of Council felt that any additional restrictions other than what the state required was unnecessary.

**MOTION:** Councilmember Jim Olk made a Motion to approve **Ordinance # 2014-02-00774** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3, titled "Building Regulations" Article 3.16 titled "Signs" by amending Section 3.16.007 titled "Exempt Signs" by amending Subsection 3.16.007(3) to provide for amended regulations for political signs located on private property; providing a severability clause; providing a repealing clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500.00) for each offense; and providing for an effective date. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 9) Discuss and Consider the approval of a Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the design of the Rock Ridge Road waterline in an amount not to exceed \$49,500 and authorize the use of Water Fund Reserves to fund the design work. **[Foerster]**

This project is for the Rock Ridge Waterline Phase 2:



The funds would come from the Water Reserve Fund in amount not to exceed \$49,500.

**MOTION:** Councilmember Debbie Fisher made a Motion to approve a Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the design of the Rock Ridge Road waterline in an amount not to exceed \$49,500 and authorize the use of Water Fund Reserves to fund the design work. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

10) Discuss and Consider cost adjustments for the City of Lucas Fire Department Expansion Project budget. **[Savage]**

The latest (January 31, 2014) estimate of the costs from the cost estimator of the fire station expansion project is \$2,652,602 for the total building cost and \$3,202,174 for the total project cost. This is \$402,174 over the allocated funding of \$2,800,000.

To address this, staff has worked with Doug Edney, the architect, to identify four potential tactics that could be used to reduce the overall project costs. The tactics include: (1) items to be eliminated from the project; (2) items to revise; (3) items to be moved to owner’s work; and (4) items to be alternates.

If all of the items listed are adopted, then the total building cost is reduced to \$2,287,987 and the total project cost is \$2,888,759. Of course, these changes are estimates, and the ultimate costs will be determined through the bid process and subsequent work to completion. Also, Council may not want to take all of these options.

Fire Station Expansion  
Design Development Cost Review

**Items to be Eliminated**

1. Removal of Propane Tank	\$ 3,500
2. Removal of masonry wall for generator	\$21,000
3. Removal of gates for wall around generator	\$ 3,000
4. Removal asphalt approach in existing drive	\$ 3,120
5. Removal of drainage pipe under existing drive	\$10,040
6. Removal of fire pump	\$35,000
7. Removal of SWPPP	\$ 3,500
8. Removal of soap dispensers	<u>\$ 675</u>
Total	\$79,835

**Items to be Revised**

1. Cost adjustment on 21' window	\$ 4,027
2. Substitute for 1 AL/GL door	\$ 2,210
3. Reduction of earthwork	\$14,370
4. Reduction of excavation	\$10,500
5. Reductions of insulation	<u>\$ 1,166</u>
Total	\$32,273

**Items to be Moved to Owner's Work**

1. Flag poles (3)	\$10,500
2. Existing Building Sprinklers	\$13,559
3. Existing Building Fire Alarm	\$15,496
4. Owner will do fire hydrant	\$ 3,200
5. New Building Sprinklers	\$16,319
6. New Building Fire Alarm	<u>\$18,650</u>
Total	\$77,724

**Items To Be Alternates**

1. Cost of Slopped Roof option	\$53,201
2. Cost of Stone and Stucco options	\$50,974
3. Cost savings if top soil is not needed for final grading	<u>\$15,156</u>
Total	\$119,331

### Owner's Cost

1. Engineering lab work/materials testing	\$30,000
2. Commissioning work/Air Balance	\$15,000
3. Asbestos Abatement	\$ 6,615
4. Building demolition	\$ 7,115
5. FFE/Washer and Dryer/ Refrigerants	\$47,550
6. IT and Communications	\$59,425
7. Bid Advertisement	\$ 1,500
8. Landscaping	\$40,000
9. Irrigation	\$24,200
10. Flag Poles	\$10,500
11. Existing Building Sprinkler	\$13,559
12. Fire Alarm System	\$10,130
13. Fire Hydrants	\$ 3,200
14. New Building Sprinkler	<u>\$16,319</u>

Total \$285,113

At this point it appears that each of the "items to be eliminated" can be taken out of the project without impacting the overall design and functionality of the construction project. For example, the wall around the generator can be a wooden stockade fence that can be done by the City. This will meet code requirements.

Among the "items to be revised" is a reduction in earthwork. The architect and his staff have recalculated the amount of earthwork required. Similar adjustments have been made for these items.

Moving "items to the Owners work" category helps reduce overall project costs because it eliminates project overhead markups. It also may provide more competitive pricing for certain items. The fire alarm cost in the latest cost estimate totaled \$34,146. Staff has asked a Fire Alarm contractor to give us a quote on the work and it came back at \$10,130.

Among the "items to be alternates" are the sloped roof and the stone and stucco finishes. These items total \$104,175 in direct costs and roughly \$25,000 more in markups. They add to the appearance of the station, but they do not add to its functionality. One tactic may be to include these items as options in the bid process, with a final decision being withheld until the time of the contract award.

There are still several other items that may be adjusted. We are still looking at the generator requirements and also the possibility of using solid surface panels instead of porcelain tile in showers.

Even if all of these adjustments are made, it is still possible that the bids will come in higher than expected. The 5% contingency may cover some or all of this.



**Estimated Total Project Costs as of February 12, 2014**

Direct Building Cost	\$2,249,188
(1) Items to be eliminated	-\$ 79,835
(2) Items to be substituted	-\$ 32,273
(3) Items to be moved to Owners work	-\$ 77,724
(4) Items to be alternates	<u>-\$119,331</u>
Adjusted Direct Building Cost	\$1,940,025
General Contractor Overhead (8%)	\$155,202
General Contractor Fee (4%)	\$ 83,809
Contingency (5%)	<u>\$108,952</u>
Total Building Cost	\$2,287,987
Architect Fee (9.5%)	\$217,359
Consultant Fees	\$ 78,300
Reimbursements	<u>\$ 20,000</u>
	\$315,659
Owner's Work	\$285,113
Total Project Cost	\$2,888,759
Total Project Budget	<u>\$2,800,000</u>
Deficit	- \$ 88,759

**MOTION:** Councilmember Wayne Millsap made a Motion to authorize Staff to proceed with the construction plans and place the project out for bid. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

11) Discuss and Consider the request by Brockdale Park Development to make repairs and upgrade Brockdale Park Road and approval of a Facilities Agreement between the City of Lucas and Brockdale Park Development, a Hillwood Development, concerning funding for Phase III Improvements to Brockdale Park Road. **[Savage]**

Representatives of the Brockdale Park Development have submitted a letter offering their responses to four (4) questions raised at the January 16, 2014 City Council Meeting relating to their request concerning Brockdale Park Road. If the City Council concurs with their request, a facilities agreement is presented for consideration.

Questions/Answers were taken from the memo submitted by Hillwood:

Question 1: Can Brockdale make immediate repairs prior to Phase I work?

Yes, we want to begin as soon as possible. We will begin making minor improvements immediately weather permitting following a facilities agreement with

the City. We met onsite with the City and County on Friday, February 7<sup>th</sup>, and generated a scope for the immediate repairs.

Question 2: Can the time requirement for the City to begin its repairs to the remainder of the road be removed?

Yes. The time constraint for the City to repair the portion of road past our entrance can be removed. However, if practical, we request that the City work with the County to improve this section of roadway prior to or concurrently with the Phase III work, as it is in immediate need of repair.

Question 3: After the Phase III improvements are complete, the City prefers to keep the residual funds, from the \$2,200 assessment in an account dedicated to future maintenance and repairs for Brockdale Park Road. Is this acceptable to Hillwood/Brockdale?

Yes. The City can keep any residual funds for future maintenance of Brockdale Park Road.

Question 4: Explore an ongoing revenue stream for the future maintenance of Brockdale Park Road.

This is not something we can directly provide; however, we've attempted to indirectly address this item by carefully phasing the immediate, interim, permanent repairs. This plan will immediately reduce the City's maintenance liability to this road for the next few years, and the City will also be left with a new road in 2019. We are also allowing the City to keep the residual funds from the proposed assessments. The road is currently in need of repairs, irrespective of the Brockdale subdivision, and the proposed improvement plan is a substantial investment by Hillwood/Brockdale that will inject over \$600,000 towards the road.

There was some concern whether the \$453,200 would be sufficient to complete the final work needed on the roadway. Public Works Director Stanton Foerster stated that there had been 3 estimates done for the roadway improvements. The amount will give a buffer of \$100,000 to allow for cost increases since the final product will not be done for several years. This does not cover the cost to maintain the roadway for the future. It does not address the issue of a traffic control device that will most likely have to be placed.

Councilmember Wayne Millsap said the City needs to move forward and throw out the figure of \$4,400 per lot, \$900,000 which would be placed in the General Fund. The \$4,400 impact fee per lot is what would be paid if the development were in the city. The development gets all the benefit and the City gets all the costs.

The County agrees that their portion would be via an Interlocal Agreement. Interim City Manager Dan Savage was confident that the \$450K would be adequate to

improve the 5,000 feet of roadway. If the County should not approve the Interlocal Agreement within the time needed there is no contingency for the agreement.

Elaine Ford, 3090 Olive Pkwy, Dallas came forward to address any of the questions. The agreement is not intended that the city be required to the construct the 3,000 feet of roadway.

Ms. Ford said that some emergency repairs to the roadway to make it safe. Ms. Ford said their development would be funding 100% of the costs of reconstructing the road.

City Council was in agreement that the roadway was in need of repairs. However, it was felt by a majority of the Council that the residents of the development would benefit from the roadway and not the 10 or 12 Lucas residents. Since this development is mostly in the ETJ then the citizens would be paying for any future maintenance to the roadway.

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.

The City Council convened into Executive Session at 9:07 p.m.

The City Council reconvened into Regular Session at 9:23 p.m.

No action taken as a result of the Executive Session.

Ms. Ford came forward and stated she was not authorized to pay the \$4,400 per lot in Impact Fees. Ms. Ford went on to say that it appeared that the Council was not willing to accept the agreement as presented tonight. Therefore, the \$2,200 per lot Impact Fee is withdrawn.

No action to be taken on this item.

Interim City Manager Dan Savage said that Staff will develop a position paper and contact the developer.

## 12)Adjournment.

**MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 9:26 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved on March 6, 2014 by a majority vote of the City Council.

---

Rebecca Mark, Mayor

ATTEST:

---

Kathy Wingo, TRMC, MMC  
City Secretary

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

## **ORDINANCE # 2014-03-00775** **[Designating Official Newspaper]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, DESIGNATING THE *WYLIE NEWS* AS THE OFFICIAL NEWSPAPER OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, FOR THE FISCAL YEAR 2013 – 2014; AUTHORIZING THE CITY MANAGER TO CONTRACT WITH THE *WYLIE NEWS*; PROVIDING A REPEALING CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2051.049 of the Texas Government Code provides that the City Council shall select one or more newspapers to publish notices; and

**WHEREAS**, the City Council of the City of Lucas, Texas, desires to officially designate the official newspaper of the City;

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

**SECTION 1.** That the City Council of Lucas, Texas, hereby designates the *Wyle News*, a public newspaper in and for the City of Lucas, Collin County, Texas, as the official newspaper of the City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

**SECTION 2.** That the City Manager is hereby given authority to contract with the *Wylie News* for said newspaper to become the official newspaper of the City of Lucas, Texas.

**SECTION 3.** That upon approval of the amended budget, the budget office shall file a true and certified copy thereof with the County Clerk of Collin County, Texas.

**SECTION 4.** That all ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 6<sup>TH</sup> DAY OF MARCH, 2014.**

APPROVED:

---

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph J. Gorfida, Jr., City Attorney  
(02-20-14/64874)

---

Kathy Wingo, TRMC, MMC, City Secretary



## MEMORANDUM

**DATE:** February 19, 2014  
**TO:** Dan Savage, Interim City Manager  
**FROM:** Kathy Wingo, City Secretary  
**SUBJECT:** Newspaper of Record

The McKinney Courier Gazette is designated the newspaper of record for the City of Lucas and has been for the past several years. Recently, it was brought to my attention that the McKinney Courier Gazette is not in compliance with the Government Code, Title 10. General Government; Subtitle B. Information and Planning; Chapter 2051. Government Documents, Publications, and Notices.

Sec. 2051.044. TYPE OF NEWSPAPER REQUIRED.

- a) The newspaper in which a notice is published must:
- (1) devote not less than 25 percent of its total column lineage to general interest items;
  - (2) be published at least once each week;
  - (3) be entered as second-class postal matter in the county where published; and
  - (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.
- (b) A weekly newspaper has been published regularly and continuously under Subsection (a) if the newspaper omits not more than two issues in the 12-month period.

(c) This section does not apply to the publication of a notice to which Section 2051.0441 applies.

The McKinney Courier Gazette does not hold a second-class postal permit, which is required by (a) 3 above. When I asked about this I was told that they mailed their paper out to the subscribers via first-class mail. Upon speaking with City Attorney Whitt Wyatt (Joe Gorfida was out on vacation) I was told that this does not alleviate the requirement from holding a second-class permit.

I again went back to the McKinney Courier Gazette to see what they were going to do to become compliant with the requirement to have a second-class postal permit. I was told that they did have one paper in the county that was compliant, which they use as their paper of record, the Celina Record. I was told that the City could change our paper of record to the Celina Record, to which I responded that none of the citizens of Lucas would be reading the Celina Record.

I was also told that whenever a notice or ad was published in the McKinney Courier Gazette it was published in the Celina Record (paper of record). The City of McKinney also was told this. The City of McKinney had their city attorney request Affidavits of Publication and tearsheets to confirm this was truly the case. While some of McKinney's notices were published in the Celina Record, there was a huge gap of time which no notices were listed in the Celina Record. The excuse of updating software was given for the time gap. The McKinney Courier Gazette did give the City of McKinney a credit for all notices not published in the McKinney Courier and not the Celina Record.

I have been assured by the McKinney Courier Gazette any notice or publication placed by the City of Lucas would be also published in the Celina Record at no charge. However, they still have no plans to obtain the second-class postal permit.

Funny thing about a second-class postal permit, it is free of charge from the United States Postal Service. It does require some periodic reporting to the number of pieces mailed using this service.

After doing some further research, I find that C&S Media Publications follow all the guidelines required by the Government Code. C&S Media Publications publish the Farmersville Times, Murphy Monitor, Princeton Herald, Sachse News, and the Wylie News. Any one of these papers hold the second-class permit and can satisfy the requirements from running legal notices.

I recommend that the City Council consider changing the City of Lucas' newspaper of record to one of the C&S Media Publications.



Please let me know if you have any questions about these changes.

Thank You,

Kathy Wingo, TRMC, MMC  
City Secretary

# RESOLUTION # R-2014-03-00412

## CITY OF LUCAS, COLLIN COUNTY, TEXAS

**American National Bank**–Referred to as “Financial Institution” **City of Lucas**–Referred to in this document as the “City”

I, Kathy Wingo, certify that I am Secretary (clerk) of the above named City under the laws of State of Texas, Federal Employer ID Number: 75-1707179, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Lucas City Council, duly and properly called and held on March 6, 2014. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**AGENTS** Any agent listed below, subject to any written limitations is authorized to exercise the powers granted as indicated below:

	Name and Title	Signature	Facsimile Signature (if used)
A.	Mayor Rebecca Mark	_____	_____
B.	Mayor Pro Tem Kathleen Peele	_____	_____
C.	Councilmember Debbie Fisher	_____	_____
D.	City Manager Joni Clarke	_____	_____
E.	City Secretary Kathy Wingo	_____	_____
F.	Finance Manger Liz Exum	_____	_____

**Powers Granted:**

Indicate number of signatures required

_____	(1) Exercise all of the powers listed in this resolution	_____
<u>  X  </u>	(2) Open any deposit or share account(s) in the name of the City	<u>  2  </u>
<u>  X  </u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>  2  </u>
<u>  X  </u>	(4) Borrow money on behalf and in the name of the City, sign, execute and deliver promissory notes or other evidence of indebtedness.	<u>  2  </u>
<u>  X  </u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable,	

warehouse receipts, bills of lading, stocks, bonds, real estate, or other property now owned or hereafter owned or acquired by the City as security for sums borrowed and to discount the same, unconditionally and to waive demand, presentment, protest, notice of protest and notice of non-payment. 2

X (6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution. 2

\_\_\_\_\_ (7) Other \_\_\_\_\_

**LIMITATIONS OF POWERS**-The following are the City's express limitations of the powers granted under this Resolution.

**EFFECT OF PREVIOUS RESOLUTIONS**-This Resolution supersedes any Resolution dated prior to October 3, 2013 assigning such powers.

**CERTIFICATION OF AUTHORITY**

I further certify that the City has and at the time of adoption of this Resolution had, full power and lawful authority to adopt this Resolution and to confer the powers granted above to the persons names that have full power and lawful authority to exercise the same.

City of Lucas is a non-profit organization

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary

\_\_\_\_\_  
Attest: Rebecca Mark, Mayor

\_\_\_\_\_  
Attest: Jennifer Faircloth  
State of Texas Notary

**RESOLUTION # R-2014-03-00413**

[Lone Star Signatory]

**A RESOLUTION OF THE CITY COUNCIL OF LUCAS, TEXAS CHANGING AUTHORIZED AGENTS FOR LONE STAR INVESTMENT POOL ATTACHED HERETO AS EXHIBIT “A”**

**WHEREAS**, The City of Lucas maintains investment accounts with Lone Star Investment Pool; and

**WHEREAS**, the City of Lucas now wishes to update and designate the “Authorized Agents” for the City with Lone Star Investment Pool:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS;**

**SECTION I:** The Lucas City Council hereby designates Mayor Rebecca Mark, Mayor Pro Tem Kathleen Peele, Finance Manager Liz Exum, City Manager Joni Clarke, and City Secretary Kathy Wingo as the sole “Authorized Agents” for the City with Lone Star Investment Pool as described in EXHIBIT “A.”

**SECTION II:** That this resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lucas, Collin County, Texas, on this the 6<sup>th</sup> day of March, 2014.

APPROVED:

---

Rebecca Mark, Mayor

ATTEST:

---

Kathy Wingo, TRMC, MMC, City Secretary

# EXHIBIT A

## Lone Star Investment Pool Authorized Agents

Participant name: City of Lucas  
Participant number: 900086  
Depository bank: American National Bank  
ABA: 111901519  
City of bank: Terrell  
Participant's mailing address: 665 Country Club Rd.  
Lucas, Texas 75002  
Phone number: 972-727-8999  
Fax number: 972-727-0091  
Primary Contact: **Liz Exum, Finance Manager**  
Authorized agents of entity: **Rebecca Mark, Mayor**  
**Kathleen Peele, Mayor Pro Tem**  
**Kathy Wingo, City Secretary**  
**Joni Clarke, City Manager**

Corresponding bank (if needed): N/A  
ABA: N/A  
Account number: N/A

Account Number	Account Names
701012428-1	Water Impact Fee Fund
701012428-2	Road Impact Fee 1 Fund
701012428-3	Road Impact Fee 2 Fund
701012428-4	Road Impact Fee 3 Fund
701012428-5	Water Fund Reserves
701012428-6	Fire Department Donations Fund
701012428-7	Road Impact Fee 4 Fund
701012428-8	General Fund

Please make any changes necessary to the above information and sign where indicated below.

Request for changes to Bank ABA (routing number) and addition/modification of accounts must be made by two Authorized Representatives and the original signed form mailed to Lone Star Investment Pool as follow up to a facsimile.

Requests to add a Authorized Representative must be authorized by the governing body (school board, city council, etc.) or the Investment Office (Superintendent, Mayor, country judge, ect.) if he or she is authorized in the entities local investment policy. All requests for new Authorized Representatives made by the Investment Officer must be accompanied by a copy of the district's currently adopted investment policy.

By: \_\_\_\_\_

By: \_\_\_\_\_

**REBECCA MARK, MAYOR**  
Printed name and title

**LIZ EXUM, FINANCE MANAGER**  
Printed name and title

**06-Mar-14**

**06-Mar-14**



# RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, \_\_\_\_\_

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone/Fax/Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone/Fax/Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

ORIGINALS REQUIRED

TEX – REP

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone/Fax/Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone/Fax/Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name \_\_\_\_\_

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone/Fax/Email: \_\_\_\_\_

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_.

**NAME OF PARTICIPANT:** \_\_\_\_\_

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

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTEST:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**This document supersedes all prior Authorized Representative designations.**

**RESOLUTION # R-2014-03-00415**  
**[LOGIC Signatories]**

**A RESOLUTION OF THE CITY COUNCIL OF LUCAS, TEXAS CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE**

**WHEREAS**, The City of Lucas (the “Government Entity”) by the authority of this Local Government Investment Cooperative Resolution (the “resolution”) has entered into that certain Interlocal Agreement (the “Agreement”) and has become a participant in the public funds investment pool created thereunder know as Local Government Investment Cooperative (“LOGIC”);

**WHEREAS**, the Resolution designated on one or more “Authorized Representatives” within the meaning of this Agreement;

**WHEREAS**, the Government Entity now wishes to update and designate the following persons as the “Authorized Representatives” with the meaning of the Agreement:

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

The following officers, officials or employees of the Government Entity are hereby designated as “Authorized Representatives” within the meaning of the Agreement, with full power and authority to: deposit money to and withdrawal money from the Government Entity’s LOGIC account or the Agreement and to take all other actions deemed necessary or appropriate for the investment funds of the Government Entity in LOGIC:

Signature: \_\_\_\_\_  
Printed Name: Rebecca Mark  
Title: Mayor

Signature: \_\_\_\_\_  
Printed Name: Kathleen Peele  
Title: Mayor Pro Tem

Signature: \_\_\_\_\_  
Printed Name: Kathy Wingo  
Title: City Secretary

Signature: \_\_\_\_\_  
Printed Name: Liz Exum  
Title: Finance Manager



Signature: \_\_\_\_\_  
Printed Name: Joni Clarke  
Title: City Manager

The foregoing supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in force and effect.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lucas, Collin County, Texas, on this the 6<sup>th</sup> day of March, 2014.

APPROVED:

\_\_\_\_\_  
Rebecca Mark, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary

\_\_\_\_\_  
Jennifer Faircloth, State of Texas Notary

---

LOGIC strongly recommends that the Person Identification Number (PIN) be changed if there is a change in “Authorized Representatives”. Please include a request to change the PIN number when sending the “Amending Resolution” to LOGIC.

---



**City of Lucas  
Council Agenda Request**

Council Meeting: March 6, 2014

Requestor: Liz Exum

Prepared by: Liz Exum

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

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

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

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Discuss and Consider the acceptance and approval of the City of Lucas' Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2012-2013 presented by Conway Company CPA.

**RECOMMENDED ACTION:**

**SUMMARY:**

Copy of the proposed audit was placed on the intranet (separate from the packet) for your review.

**MOTION:**

I make a Motion to accept and approve the City of Lucas' Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2012-2013.

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

Initial/Date

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

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



# City of Lucas Council Agenda Request

Council Meeting: March 6, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

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

Date Prepared: January 31, 2014

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

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the landscape plan submitted by the City of Lucas for the Lucas Fire Station Expansion Project, located at 185 Country Club.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

The City of Lucas is in the process of adding an additional ten thousand square feet to the existing fire station. As part of the project, we are required to gain approvals for the site and landscape plan, the same as any developer.

The project is located at the intersection of West Lucas Road and Country Club Road.

**MOTION:**

I make a Motion to approve the landscape plan for the Lucas Fire Station Expansion Project, located at 185 Country Club.

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

Initial/Date

Department Director: JVH / 1/31/14

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





## City of Lucas Council Agenda Request

Council Meeting: March 6, 2014

Requestor: Stanton Foerster

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

Account Code #: None

Date Prepared: February 24, 2014

Budgeted Amount: \$ None

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the approval of an agreement between the City of Lucas and Verizon to allow communication equipment to be located on the McGarity water tower; authorize the City Manager to execute said agreement; and vacate the agreement approved on November 21, 2013.

### RECOMMENDED ACTION:

Allow the City Manager to execute a license agreement with Verizon.

### SUMMARY:

Through an agent, Verizon Wireless has expressed an interest in locating wireless telecommunication antennas on the McGarity water tower. Staff worked with Verizon's agent from June to November of last year. On November 21, 2013, the City Council approved an agreement with Verizon to place equipment on the McGarity water tower. When the agent presented the agreement to Verizon, Verizon requested changes.

Tonight staff is presenting a new agreement that licenses a specific elevation or radiation center for Verizon's use and requires all equipment be covered but with no limit of the number of antennas. The new agreement also included a higher initial license fee that increases by 12% with each renewal:

Initial Annual Rate	Old \$21,600.00	New \$27,600.00
1 <sup>st</sup> Extension	Old \$23,760.00	New \$30,912.00
2 <sup>nd</sup> Extension	Old \$26,136.00	New \$34,621.44
3 <sup>rd</sup> Extension	Old \$28,749.60	New \$38,776.01
4 <sup>th</sup> Extension	Old \$31,624.56	New \$43,429.13

**MOTION:**

I make a Motion to approve/deny the agreement between the City of Lucas and Verizon to allow communication equipment to be located on the McGarity water tower; authorize the City Manager to execute said agreement; and vacate the agreement approved on November 21, 2013.

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

Initial/Date

Department Director: swf / 2/24/14

City Manager: /

After recording, please return to:  
Christopher T. Nixon, Esq.  
Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

**MEMORANDUM OF WATER TOWER LICENSE AGREEMENT**

This Memorandum of Water Tower License Agreement (the “Memorandum”) made as of this 6<sup>th</sup> day of March, 2014, between City of Lucas, Texas, a Texas municipal corporation (“CITY”), with its principal offices at 151 Country Club Road, Lucas, Texas 75002, and Dallas MTA, L.P. d/b/a Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (hereinafter referred to as "LICENSEE").

1. CITY and LICENSEE entered into a Water Tower License Agreement (the “Agreement”) on March 6, 2014, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms. A copy of the Agreement is on file in the offices of CITY and LICENSEE.

2. In consideration of the rental set forth in the Agreement, CITY has granted to LICENSEE certain space on CITY's water tower (the “Tower Space”), a certain parcel of property owned by CITY and being described in in Document Number 2003-0200254 of the Official Public Records of Collin County, Texas (the entirety of CITY's property is referred to hereinafter as the "Property"), with said portion being a parcel of land sufficient of Rhett installation of LICENSEE’s equipment building (the “Land Space”), together with certain non-exclusive rights for ingress and egress and utility purposes (the entirety of LICENSEE’s leased premises is referred to hereinafter as the “Premises”). The Premises are described herein on Exhibit “A” attached hereto and made a part hereof.

3. CITY has granted to LICENSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit “B” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit “A”.

4. If CITY elects, during the term of the Agreement (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as a part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Agreement to such party, LESSEE has the right of first refusal to meet any bonafide offer of sale or transfer on the same terms and conditions of such offer.

5. The Commencement Date of the Agreement is defined as the first (1<sup>st</sup>) day of May, 2014.

6. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of CITY and LICENSEE.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, hereunto and to a duplicate hereof, CITY and LICENSEE have caused this Memorandum to be duly executed on the date first written above.

EXECUTED on this 6<sup>th</sup> day of March, 2014.

**CITY:**

City of Lucas, Texas,  
a Texas municipal corporation

By: \_\_\_\_\_

Name: Joni Clarke

Title: City Manager

Approved as to Form:

By: \_\_\_\_\_

Joe Gorfida, Jr., City Attorney

Date: March 6, 2014

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LICENSEE:**

Dallas MTA, L.P.  
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC  
Its General Partner

By: \_\_\_\_\_

Name: Aparna Khurjekar

Title: Area Vice President Network

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of March, 2014, by Joni Clarke, City Manager, on behalf of the City of Lucas.

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

STATE OF NORTH CAROLINA        )  
  )SS.                   ACKNOWLEDGMENT  
COUNTY OF MECKLENBURG        )

BEFORE ME, the undersigned authority, on this day personally appeared Aparna Khurjekar, Area Vice President Network of Verizon Wireless Texas, LLC, the general partner of DALLAS MTA, L.P. d/b/a Verizon Wireless, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of North Carolina

(PERSONALIZED SEAL)

Exhibit "A"

Premises

[to be inserted when final]

Exhibit "B"

LICENSEE's Equipment

[to be inserted when final]

## WATER TOWER LICENSE AGREEMENT

This License Agreement (“Agreement”), is entered into this 6<sup>th</sup> day of March, 2014, between the City of Lucas, Texas, a Texas municipal corporation (“CITY”), with its principal offices at 665 Country Club Road, Lucas, Texas 75002-7651, and Dallas MTA, L.P. d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. CITY and LICENSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

### WITNESSETH

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES. CITY hereby leases to the LICENSEE a portion of that certain space (“the Tower Space”) on CITY's water tower, hereinafter referred to as the “Tower”, located at 2295 McGarity Lane, Lucas, Collin County, Texas, being further described in Document Number 2003-0200254 of the Official Public Records of Collin County, Texas (the entirety of CITY's property is referred to hereinafter as the “Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of LICENSEE's equipment building; together with the non-exclusive right (“the Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, McGarity Lane, to the Land Space over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, and Right of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, CITY hereby agrees to grant an additional right-of-way(s) either to the LICENSEE or to the public utility at no cost to the LICENSEE.

CITY hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. The LICENSEE further agrees to maintain the elevations of the antennas as depicted on Exhibit “B”.

LICENSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. CITY also hereby grants to LICENSEE the right to survey the Property and Premises, and said survey, when approved by CITY, shall then become Exhibit "C" which

shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LICENSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Seven Thousand Six Hundred and No/100 Dollars (\$27,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to CITY or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of May, 2014 ("Commencement Date"). CITY and LICENSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LICENSEE shall send to CITY the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, CITY agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

b. CITY hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LICENSEE in LICENSEE's reasonable discretion, evidencing CITY's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE in LICENSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. The Rental Documentation shall be provided to LICENSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of CITY shall provide to LICENSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, any assignee(s) or transferee(s) of CITY agrees to provide updated Rental

Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE by any assignee(s), transferee(s) or other successor(s) in interest of CITY shall be a prerequisite for the payment of any rent by LICENSEE to such party and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of CITY until Rental Documentation has been supplied to LICENSEE as provided herein.

c. CITY shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the event such sub-meter is installed, the LICENSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LICENSEE shall pay CITY thirty (30) days after receipt of an invoice from CITY indicating the usage amount based upon CITY's reading of the sub-meter. All invoices for power consumption shall be sent by CITY to LICENSEE at Verizon Wireless, c/o First Energy, P.O. BOX 182727, Columbus, OH 43218-2727. LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by CITY. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving CITY written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1<sup>st</sup>) five (5) year extension term shall be increased to Thirty Thousand Nine Hundred Twelve and No/100 Dollars (\$30,912.00); the annual rental for the second (2<sup>nd</sup>) five (5) year extension term shall be increased to Thirty Four Thousand Six Hundred Twenty-One and 44/100 Dollars (\$34,621.44); the annual rental for the third (3<sup>rd</sup>) five (5) year extension shall be increased to Thirty-Eight Thousand Seven Hundred Seventy-Six and 01/100 Dollars (\$38,776.01); and, the annual rental for the fourth (4<sup>th</sup>) five (5) year extension term shall be increased to Forty-Three Thousand Four Hundred Twenty-Nine and 13/100 Dollars (\$43,429.13).

6. INTENTIONALLY DELETED.

7. TAXES. LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which CITY demonstrates is the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of the LICENSEE's improvements, and any sales tax imposed on the rent (except to the extent that LICENSEE is or may become exempt from the payment of sales tax in the jurisdiction in

which the Property is located), including any increase in real estate taxes at the Property which CITY demonstrates arises from the LICENSEE's improvements and/or LICENSEE's use of the Premises. CITY and LICENSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by CITY or LICENSEE at the Property. Notwithstanding the foregoing, LICENSEE shall not have the obligation to pay any tax, assessment, or charge that LICENSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LICENSEE liable for any portion of CITY's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, CITY shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LICENSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LICENSEE is wholly or partly responsible for payment. CITY shall reasonably cooperate with LICENSEE at LICENSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LICENSEE, there is a reduction, credit or repayment received by CITY for any taxes previously paid by LICENSEE, CITY agrees to promptly reimburse to LICENSEE the amount of said reduction, credit or repayment. In the event that LICENSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, CITY will pursue such dispute at LICENSEE's sole cost and expense upon written request of LICENSEE.

8. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LICENSEE use of the Premises as set forth above. CITY shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LICENSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LICENSEE, in its sole



discretion, determines that the use the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by CITY. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to CITY.

9. INDEMNIFICATION.

a. **LICENSEE SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE INSTALLATION, MAINTENANCE, HEIGHT, LOCATION, USE, OPERATION AND REMOVAL OF THE EQUIPMENT, ANTENNA SYSTEMS, AND OTHER ALTERATIONS OR IMPROVEMENTS AUTHORIZED HEREIN, AND SHALL FULLY INDEMNIFY CITY AGAINST ANY LOSS, DAMAGE, COST, OR EXPENSE WHICH MAY BE SUSTAINED OR INCURRED BY CITY AS A RESULT OF LICENSEE'S INSTALLATION, OPERATION, OR REMOVAL OF SAID IMPROVEMENTS, EXCEPT WHERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES.**

b. **LICENSEE AGREES AND IS BOUND TO INDEMNIFY, DEFEND, AND HOLD CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR ANY LOSS OR DAMAGES THAT MAY ARISE OUT OF THE USE OF THE PREMISES BY LICENSEE, EXCEPT WHERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES.**

c. **LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, DEFEND, RELEASE, ACQUIT, AND HOLD FREE AND HARMLESS CITY, ITS AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, AND DAMAGE, WHETHER ASSERTED BY LICENSEE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY THIRD PARTY WHICH IN ANY WAY RELATES TO OR ARISES FROM LICENSEE'S FACILITIES OR THE INSTALLATION OR MAINTENANCE THEREOF; OR, FROM LICENSEE'S ENTRY ONTO AND UTILIZATION OF THE PROPERTY, NOT INCLUDING CLAIMS OR CAUSES OF ACTION ALLEGING THAT LOSS, INJURY OR DAMAGE WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES.**

d. **TO THE EXTENT PERMITTED BY LAW, CITY SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE MAINTENANCE AND OPERATION OF THE WATER TOWER, AND SHALL FULLY INDEMNIFY LICENSEE AGAINST ANY LOSS, DAMAGE, COST, OR EXPENSE WHICH MAY BE SUSTAINED OR INCURRED BY LICENSEE AS A RESULT OF CITY'S, ITS AGENTS', SERVANTS', OR EMPLOYEES' NEGLIGENCE OR WILLFUL MISCONDUCT.**

10. INSURANCE. LICENSEE, at LICENSEE's sole cost and expense, shall procure and maintain on the Premises, bodily injury and property damage insurance with a combined single limit of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of LICENSEE, its employees arising out of or in connection with LICENSEE's use of the Premises, all as provided for herein. CITY shall be included as an additional insured on LICENSEE's policy. LICENSEE shall provide to CITY a certificate of insurance evidencing the coverage within thirty (30) days of the Commencement Date.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to CITY.

13. ACCESS TO TOWER. CITY agrees the LICENSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. CITY shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said premises.

14. CONDITION OF SITE. LICENSEE accepts the Premises as is, in its current condition, and CITY makes no representations or warranties, and hereby disclaims any and all such representations or warranties, express or implied, of any kind or nature, with regard to the facilities and the Premises, except as stated in Paragraph 31. CITY shall maintain the Premises in compliance with all applicable statutes, regulations and rules, and in a manner which will not interfere with the LICENSEE's reasonable use of the site. CITY covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). CITY shall also comply with all rules and regulations enforced by the Federal Communications

Commission with regard to the lighting, marking and painting of towers. If CITY fails to make such repairs including maintenance LICENSEE may make the repairs and the costs thereof shall be payable to LICENSEE by CITY on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If CITY does not make payment to the LICENSEE within ten (10) days after such demand, the LICENSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LICENSEE to CITY.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, CITY shall supply to LICENSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, CITY shall supply to LICENSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of CITY, LICENSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of CITY performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LICENSEE's existing location in size and is fully compatible for LICENSEE's use, in LICENSEE's reasonable determination;
- b. CITY pays all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination;
- c. CITY gives LICENSEE at least ninety (90) days written notice prior to requiring LICENSEE to relocate;
- d. LICENSEE's use at the Premises is not interrupted or diminished during the relocation and LICENSEE is allowed, if necessary, in LICENSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by CITY, LICENSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by CITY.

15. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of CITY or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interferences, and after CITY has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will CITY be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. CITY agrees that CITY and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LICENSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If CITY elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining

communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from CITY, CITY may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should CITY, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that CITY grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, CITY shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to CITY and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. CITY covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. CITY represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that CITY is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. CITY further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting CITY's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between CITY and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either CITY or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. The laws of the State of Texas shall govern this Agreement; and, venue for any action concerning this Agreement shall be in a court having jurisdiction in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of CITY to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

CITY: City of Lucas, Texas  
665 Country Club Road  
Lucas, Texas 75002-7651

LICENSEE: Dallas MTA, L.P.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. CITY shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At CITY's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by CITY which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the

Tower or Property, CITY shall obtain for LICENSEE's benefit a non-disturbance and attornment agreement for LICENSEE's benefit in the form reasonably satisfactory to LICENSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill CITY's obligations under the Agreement, and (3) promptly cure all of the then-existing CITY defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of CITY's defaults, provided such cure is completed within the deadline applicable to CITY. In the event CITY defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct CITY's default and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LICENSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LICENSEE to cure or correct such defaults.

28. RECORDING. CITY agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, CITY shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by CITY with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give CITY written notice of such breach. After receipt of such written notice, CITY shall have thirty (30) days in which to cure any such breach, provided CITY shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and CITY commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against CITY unless and until CITY has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if CITY fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by CITY if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business on the Property; provided, however, that if the nature of CITY's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, CITY shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If LICENSEE so performs any of CITY's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by CITY to LICENSEE, and CITY shall pay to LICENSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if CITY does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from CITY, LICENSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to CITY until the full undisputed amount, including all accrued interest, is fully reimbursed to LICENSEE.

31. ENVIRONMENTAL.

a. CITY will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to



activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. To the extent allowed by law, CITY shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at CITY's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided CITY has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to CITY. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after CITY shall have given LICENSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though

the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LICENSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, CITY shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, CITY shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED on this 6<sup>th</sup> day of March, 20\_\_.

**CITY:**

City of Lucas, Texas,  
a Texas municipal corporation

By: \_\_\_\_\_

Name: Joni Clarke

Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
Date: March 6, 2014

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:**

Dallas MTA, L.P.  
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC  
Its General Partner

By: \_\_\_\_\_

Name: Aparna Khurjekar

Title: Area Vice President Network

**CITY ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of March, 2014, by Joni Clarke, City Manager, on behalf of the City of Lucas.

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

STATE OF NORTH CAROLINA       )  
  )SS.  
COUNTY OF MECKLENBURG       )

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Aparna Khurjekar, Area Vice President Network of Verizon Wireless Texas, LLC, the general partner of DALLAS MTA, L.P. d/b/a Verizon Wireless, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of North Carolina

(PERSONALIZED SEAL)

Exhibit “A”

Premises

[to be inserted when final]

Exhibit “B”

LICENSEE’s Equipment

[to be inserted when final]

Exhibit "C"

Survey

[to be inserted when final]



**City of Lucas  
Council Agenda Request**

Council Meeting: March 6, 2014

Requestor: Stanton Foerster

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

Account Code #: 8210-491-111

Date Prepared: February 25, 2014

Budgeted Amount: \$440,940.00

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Discuss and Consider FY 13-14 roadway maintenance, speed limits, and traffic related issues.

**RECOMMENDED ACTION:**

Staff recommends may be presented at the meeting.

**SUMMARY:**

Each year funds are budgeted to various roadway maintenance projects. This item is the first step in refining the list of projects to be considered during this construction season. Other items such as traffic control devises, speed limits, and traffic related issues may have an impact on the selection of maintenance areas.

**MOTION:**

I make a Motion to approve/deny...

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

Initial/Date

Department Director: swf / 2/25/14

City Manager: /



## Kathy Wingo

---

**From:** Dan Savage  
**Sent:** Wednesday, February 26, 2014 2:33 PM  
**To:** Jennifer Faircloth  
**Subject:** FW: Brockdale Park Road

[Please attach this to the Brockdale Park Road memo.](#)

---

**From:** Ford, Elaine [mailto:Elaine.Ford@hillwood.com]  
**Sent:** Tuesday, February 25, 2014 3:04 PM  
**To:** Dan Savage  
**Subject:** Brockdale Park Road

Hi Dan,

As everyone is aware, Brockdale Park Road is in need of repair. The road was in this condition prior to development starting on the Brockdale Community. While the construction traffic has exasperated the issue, it did not create the problem. The road is owned by the City and the County and Hillwood has no obligation to fund any repairs to this road. Regardless, Hillwood is prepared to agree to any of the three options below.

1. Commit to the terms in the Facilities Agreement presented to City Council on February 20<sup>th</sup> outlining the funding mechanism for the complete reconstruction of the road through a \$2,200 per lot impact fee paid at time of building permit as well as make interim repairs to Brockdale Park Road as needed, at Hillwood's cost and scope
2. If the City is opposed to a formal agreement and a \$2,200 Impact Fee, Hillwood is willing to make interim repairs to Brockdale Park Road as needed, at Hillwood's cost and scope
3. If that is not acceptable, Hillwood is prepared to step aside and leave the road repairs to the City and the County

Please let me know which direction you would prefer.

Thank you,

**Elaine Ford**

Vice President

HILLWOOD COMMUNITIES

3090 Olive Street, Suite 300

Dallas, TX 75219

972-201-2934 Direct Line

[www.hillwoodcommunities.com](http://www.hillwoodcommunities.com)





## MEMORANDUM

**DATE:** February 26, 2014  
**TO:** Mayor and City Council  
**FROM:** Dan Savage, Interim City Manager  
**SUBJECT:** Brockdale Park Road

At the February 20, 2014 City Council meeting, an agreement regarding Brockdale Park Road was on the agenda for City Council discussion and consideration. After extended discussion, Elaine Ford, the Hillwood representative pulled the agreement.

On Monday, I contracted her to ask her what Hillwood position is on the issue. I asked her to send me an e-mail stating her position so I could forward it to the City Council. Attached is a copy of the email. Hillwood is willing to agree to any of the three options listed in her e-mail.

The City Council may wish to accept one of the three options. It may choose to take no action. Or it may choose to develop another option to present to Hillwood regarding Brockdale Park Road.

It will be helpful to staff for the City Council to provide direction on this matter.

Thank You,

Dan Savage  
Interim City Manager

Memorandum

February 26, 2014

To: Mayor and City Council Members  
From: Stanton Foerster, PE  
Public Work Director  
  
Subject: Brockdale Park Road Maintenance

For your information, I wanted to put some of the recent details in writing to you for your review.

On December 17, 2013, I met with APAC to discuss paving work on Brockdale Park Road. I had indirectly received a maintenance plan prepared by Collin County for portions of the roadway in and outside the Lucas city limits. Typically during the winter months asphalt work comes to a halt due to low temperatures preventing the hot mix asphalt from compressing and forming correctly. Because of the county plan I wanted to be prepared for work that might be needed during our seasonal asphalt maintenance. No bid was received from APAC. They suggested including any work desired by the city should be included in our summer maintenance that we participate in through Dallas County.

On February 7, 2014, I contacted Pave-It to discuss a few areas along Brockdale Park Road that I was considering for maintenance later this spring. We discuss the various locations: 1) 1500+/- LF of full depth edge work approximately 4 feet wide and 2) 7,000+/- SF of full width, full depth pavement replacement. We looked at, but I did not request a bid, for the 2,000+/- LF of roadway on the north and east sides of the Brockdale Park Addition.

On February 25, 2014, an estimator from PaveCon met with me and we discussed maintenance issues along the entire 8,000 LF of Brockdale Park Road. PaveCon is planning to give me a bid for work in the same areas that I discuss with Pave-It (Project 1) as well as 22,000 SF of full width, full depth pavement replacement adjacent to Brockdale Park Addition (Project 2).

Pave-It responded with a bid for Project 1 that is less than \$50,000 and states that the work can be done in March. PaveCon has promised their bid for Project 1 and 2 by Tuesday of next week and has not delivered a schedule. If APAC numbers are applied to Projects 1 and 2, the estimates are under \$30,000 and \$45,000 respectively.

Please provide me with direction concerning scheduling Project 1. Which of the following should we do: 1) proceed as soon as possible with Pave-It or PaveCon or 2) wait and add Project 1 to the APAC contract to be done this May or June? If we proceed with the work now, our costs will be about 30-35% more than waiting for APAC.



**City of Lucas  
Council Agenda Request**

Council Meeting: March 6, 2014

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: \_\_\_\_\_ / \_\_\_\_\_