



**PUBLIC NOTICE**  
**City Special Council Meeting 6:00 PM**  
**June 26, 2014**  
**City Hall - 665 Country Club Road**

---

**Notice is hereby given that a Council Special Meeting of the City Council of the City of Lucas will be held on Thursday, June 26, 2014, 6:00 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

**Public Hearing(s)**

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

---

- 1) Public Hearing/Discuss and consider the voluntary annexation of Willow Springs Middle School located at 1101 West Lucas Road. Situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in volume 2002-0137893 of the deed of records Collin County, Texas.  
**[Hilbourn]**

- 2) Public Hearing/Discuss and consider the annexation of a parcel of land being a 483 acre tract of land in the Pryor Holder Survey, Abstract No. 445, the W.D. Burnett Survey, Abstract No. 57, the Montgomery Birch Survey, Abstract No. 115, and the William Johnson Survey, Abstract No. 476, Collin County, Texas, being a part of Lake Lavon, otherwise known as part of Lake Lavon and Bratonia Park. [**Hilbourn**]
  
- 3) Public Hearing/Discuss and consider the annexation of a parcel of land being a 25.950 acre tract of land situated in the John Gray Survey, Abstract No. 349, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (tract 3) described in deed to Lucas Real Estate, LLC, as recorded in instrument 20111014001101190, Deed Records, Collin County, Texas, more commonly known as part of Oakbrook Phase II. [**Hilbourn**]

**Regular Agenda**

4) 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, June 20, 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, June 20, 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

Meeting Date: June 26, 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 checked="" 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
- 

## Staff Present:

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



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 26, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Discuss and consider the voluntary annexation of Willow Springs Middle School located at 1101 West Lucas Road. Situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in volume 2002-0137893 of the deed of records Collin County, Texas.

**Background Information:**

This item was brought before council at the May 15th city council meeting. The city council directed staff to ask Lovejoy ISD for a request of voluntary annexation. Lovejoy has asked for voluntary annexation by letter from Dennis Womack assistant superintendent Lovejoy ISD. Lovejoy ISD school board passed a resolution allowing there staff to move forward with voluntary annexation.

**Attachments/Supporting Documentation:**

1. Depiction
2. Legal Description (meets and bounds)
3. Public notice
4. Letter requesting annexation from Lovejoy ISD
5. Resolution requesting annexation Lovejoy ISD

**Budget/Financial Impact:**

Loss to the water revenue fund estimated \$6,000 annually.

**Recommendation:**

Approve the annexation as presented.

**Motion:**

No action required, 2<sup>nd</sup> Public Hearing will be held on July 17<sup>th</sup>.



**LOVEJOY INDEPENDENT SCHOOL DISTRICT**

**259 Country Club Road**

**Allen, Texas 75002**

**(469) 742-8000 (metro) - (469) 742-8001 (fax)**

---

May 21, 2014

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

Re: Annexation of Willow Springs Middle School at 1101 West Lucas Road, Lucas, Texas to enable the Lucas Fire Department to provide direct ambulance service to the property

Dear Ms. Clarke,

The Lovejoy ISD requests annexation by the City of Lucas of the Willow Springs Middle School property, located at 1101 West Lucas Road, in order to provide fire and ambulance services for students, staff, and visitors. Please find enclosed a resolution passed by the Lovejoy ISD Board of Trustees requesting annexation.

Please let me know if there is any additional information Lovejoy ISD can provide to help with the transition.

Respectfully,

Dr. Dennis Womack  
Assistant Superintendent for Operations

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOVEJOY INDEPENDENT SCHOOL DISTRICT AUTHORIZE THE SUPERINTENDENT TO TAKE ACTIONS NECESSARY TO APPLY FOR ANNEXATION OF IDENTIFIED PROPERTY OF THE LOVEJOY INDEPENDENT SCHOOL DISTRICT INTO THE CITY OF LUCAS**

**WHEREAS**, the Lovejoy Independent School District, (hereinafter "Lovejoy ISD" or "District") provides elementary and secondary education for a majority of school children in the City of Lucas ("City"); and

**WHEREAS**, Lovejoy ISD owns property identified as Willow Springs Middle School, as more fully described and depicted in Exhibit "A" attached hereto and incorporated herein (hereinafter "the Property"); and

**WHEREAS**, the Property is presently located in unincorporated Collin County; and

**WHEREAS**, the Property is presently located in the Extraterritorial Jurisdiction of the City of Lucas; and

**WHEREAS**, the Property is contiguous to the City; and

**WHEREAS**, the provision of timely and quality municipal services, including ambulance and fire protection to the Property may be negatively affected if the Property remains in unincorporated Collin County; and

**WHEREAS**, the Board of Trustees of Lovejoy ISD desires to authorize the Superintendent of the District to take any and all action necessary to annex the Property to the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LOVEJOY INDEPENDENT SCHOOL DISTRICT:**

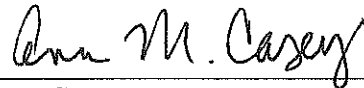
**SECTION 1:** The execution of this Resolution shall evidence the approval of the Lovejoy ISD of the facts set forth of the preamble hereof as true and correct.



SECTION 2: The execution of this Resolution shall evidence the Lovejoy ISD Board of Trustee's authorization to the Superintendent of the District to take any and all action necessary to annex the Property identified in Exhibit "A" to the City of Lucas, including but not limited to, execution of any and all necessary documents on behalf of the Board of Trustees to facilitate such annexation.

SECTION 3: This Resolution shall take effect immediately upon its passage in accordance with law.

RESOLVED THIS THE 20<sup>th</sup> day of May 2014.



\_\_\_\_\_  
Ann Casey  
Lovejoy Independent School District  
Board of Trustees, President

ATTEST TO:



\_\_\_\_\_  
Chad Collins  
Lovejoy Independent School District  
Board of Trustees, Secretary

## Exhibit "A"

Lovejoy Independent School District  
Willow Springs Middle School  
1101 West Lucas Road  
Lucas, Texas 75002

### PROPERTY DESCRIPTION

BEING a tract of land situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in Volume 2002-0137893 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "pk" nail found at the northwest corner of the aforementioned Lovejoy I. S. D. tract, in the approximate centerline of Lucas Road;

THENCE North 89 degrees 28 minutes 00 seconds East, along the approximate centerline of Lucas Road, for a distance of 982.23 feet to a "pk" nail set for corner;

THENCE South 00 degrees 23 minutes 11 seconds East, along the east line of said Lovejoy I. S. D. tract, and along the west line of the following tracts conveyed to: Truman and Jimmie Spurgin, Alan and Patrica Spurgin, Alan Spurgin, Neva Joy White, David and Cheryl Ferron and Gerald and Carol Caspell tracts, passing at 50.0 feet a 1 inch iron rod found, for an overall distance of 1328.13 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 11 minutes 49 seconds West, along the south line of said Lovejoy I. S. D. tract, and along the north line of a tract of land conveyed to Rockland Farms for a distance of 982.25 feet to a 1 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 11 seconds West, along the west line of said Lovejoy I. S. D. tract, and the east line of the Rockland Farms Addition, passing at 1282.76 feet a 1 inch iron rod found, and at 1292.76 feet an aluminum monument found, for an overall distance of 1332.76 feet to the point of beginning and containing 30.000 acres which is 1,306,794 square feet of land.

Lovejoy Independent School District  
Willow Springs Middle School  
1101 West Lucas Road  
Lucas, Texas 75002

PROPERTY DESCRIPTION

BEING a tract of land situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in Volume 2002-0137893 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "pk" nail found at the northwest corner of the aforementioned Lovejoy I. S. D. tract, in the approximate centerline of Lucas Road;

THENCE North 89 degrees 28 minutes 00 seconds East, along the approximate centerline of Lucas Road, for a distance of 982.23 feet to a "pk" nail set for corner;

THENCE South 00 degrees 23 minutes 11 seconds East, along the east line of said Lovejoy I. S. D. tract, and along the west line of the following tracts conveyed to: Truman and Jimmie Spurgin, Alan and Patrica Spurgin, Alan Spurgin, Neva Joy White, David and Cheryl Ferron and Gerald and Carol Caspell tracts, passing at 50.0 feet a 1 inch iron rod found, for an overall distance of 1328.13 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 11 minutes 49 seconds West, along the south line of said Lovejoy I. S. D. tract, and along the north line of a tract of land conveyed to Rockland Farms for a distance of 982.25 feet to a 1 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 11 seconds West, along the west line of said Lovejoy I. S. D. tract, and the east line of the Rockland Farms Addition, passing at 1282.76 feet a 1 inch iron rod found, and at 1292.76 feet an aluminum monument found, for an overall distance of 1332.76 feet to the point of beginning and containing 30.000 acres which is 1,306,794 square feet of land.



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

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the petition filed by Dennis Womack on behalf of Lovejoy ISD requesting the City annex a parcel of property hereinafter described. The first public hearing will begin at 6:00 PM on the 26<sup>th</sup> day of June, 2014, and a second public hearing will begin at 7:00 PM on the 17<sup>th</sup> day of July, 2014. Both public hearings will be held at the City of Lucas City Hall, 665 Country Club, Lucas, Texas. The property to be considered is Willow Springs Middle School and is located in Collin County, Texas, and described as follows:

Situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in volume 2002-0137893 of the deed of records Collin County, Texas. And being more particularly described by meets and bounds as follows:

BEGINNING at a "pk" nail found at the northwest corner of the aforementioned Lovejoy I. S. D. tract, in the approximate centerline of Lucas Road;

THENCE North 89 degrees 28 minutes 00 seconds east, along the approximate centerline of Lucas Road, for a distance of 982.23 feet to a "pk" nail set for corner;

THENCE South 00 degrees 23 minutes 11 seconds East, along the east line of said Lovejoy I. S. D. tract, and along the west line of the following tracts conveyed to: Truman and Jimmie Spurgin, Alan and Patricia Spurgin, Alan Spurgin, Neva Joy White, David and Cheryl Ferron and Gerald and Carol

Caspell tracts, passing at 50.0 feet to a 1 inch iron rod found, for an overall distance of 1328.13 feet to a ½ inch iron rod found for corner;

Thence South 89 degrees 11 minutes 49 seconds West, along the south line of said Lovejoy I. S. D. tract, and along the north line of a tract of land conveyed to Rockland Farms for a distance 982.25 feet to a 1 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 11 seconds West, along the west line of said Lovejoy I. S. D. tract, and the east line of the Rockland Farms Addition, passing at 1282.76 feet a 1 inch iron rod found, far and overall distance of 1292.76 feet and aluminum monument found, for an overall distance of 1332.76 feet to the point of beginning and containing 30.000 acres which is 1,306,794 square feet of land.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

*Kathy Wingo*, TRMC, MMC  
City Secretary

1 **NOTICE OF**  
2 **PUBLIC**  
3 **HEARINGS**  
4 **TO CONSIDER**  
5 **ANNEXATION**  
6 **OF LAND**

7  
8 NOTICE IS HERE-  
9 BY GIVEN, that  
10 the City Council of  
11 the City of Lucas,  
12 Texas (the "City"),  
13 will hold two pub-  
14 lic hearings regard-  
15 ing the voluntary  
16 annexation of the  
17 property hereinaf-  
18 ter described. The  
19 first public hearing  
20 will begin at 6:00  
21 PM on the 26th day  
22 of June, 2014 and a  
23 second public hear-  
24 ing will held at 7:00  
25 PM on the 17th day  
26 of July 2014. Both  
27 public hearings will  
28 be held at the City of  
29 Lucas' City Hall lo-  
30 cated at 665 Country  
31 Club Road, Lucas,  
32 Texas. The prop-  
33 erty to be consid-  
34 ered for annexation  
35 is located in Collin  
36 County, Texas, and  
37 described as follows:  
38  
39 Being 25.950 acre  
40 tract of land situ-  
41 ated in the John Gray  
42 Survey, Abstract No.

349, Collin County,  
State of Texas, and  
being part of that  
certain 87.1115 acre  
tract of land (tract  
3) described in deed  
to Lucas real estate,  
LLC, as recorded in  
instrument 20111-  
0140011-01190,  
Deed Records, Col-  
lin County, Texas,  
said 25.950 acre  
tract being more  
particularly de-  
scribed by meets and  
bounds as follows;  
  
BEGINNING AT A  
½ inch iron rod with  
cap stamped "5439"  
found for the south-  
west corner of said  
87.1115 acre tract  
and an interior ell  
corner of a 220.773  
acre tract of land de-  
scribed in deed to DR  
Horton-Texas, Ltd,  
as recorded in instru-  
ment 20110-830000-  
915300 of said  
Deed of Records;  
  
Thence North 01 de-  
grees 12 minutes 35  
seconds West, a dis-  
tance of 1318.46 feet  
to a ½ inch iron rod  
found for an inte-  
rior ell corner of said  
87.1115 acre tract;

THENCE North 89  
degrees 11 minutes  
11 seconds East, a  
distance of 862.05  
feet to a ½ inch iron  
rod found for an inte-  
rior ell corner of said  
87.1115 acre tract;  
  
THENCE South 00  
degrees 31 minutes  
30 seconds East, with  
the southerly east  
line of said 87.1115  
acre tract, a distance  
of 645.34 feet to  
a point for corner;  
  
THENCE North 88  
degrees 57 minutes  
30 seconds East, a  
distance of 1.52 feet  
to a 5/8 inch iron rod  
with a cap stamped  
"DCA" found for the  
northwest corner of a  
5.00 acre tract of land  
described in deed to  
Lucas Real Estate,  
LLC, as recorded  
in instrument 2014-  
00107000-014490 of  
said Deed Records  
and the southwest  
corner of a 5.000  
acre tract of land  
described in deed to  
Lee G. Bauer and  
Betty A. Bauer, as  
recorded in volume  
1939, page 668 of

said Deed Records;  
  
THENCE South  
00 degrees 09 min-  
utes 30 seconds  
East, with the West  
boundary line of  
said 5.00 acre Lucas  
Real Estate tract, a  
distance of 213.79  
feet to a ½-inch  
iron pipe found for  
the most southern  
southeast corner of  
said 87.1115 acre  
tract and an exterior  
ell corner of said  
220.733 acre tract;  
  
THENCE South 89  
degrees 03 minutes  
30 seconds West,  
with a common  
boundary line of said  
87.1115 acre tract  
and said 220.733  
acre tract, a distance  
of 1308.33 feet to  
the point of BEGIN-  
NING AND CON-  
TAINING 1,130,375  
square feet or  
25.950 acres of land.  
  
I, Kathy Wingo, City  
Secretary of the City  
of Lucas, Texas, do  
hereby publish this  
notice in accordance  
with law and have  
on file in my office  
the service plan for

such annexation.  
  
Kathy Wingo,  
TRMC, MMC  
City Secretary  
5-1t-173-1925



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 26, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the annexation of a parcel of land being a 483 acre tract of land in the Pryor Holder Survey, Abstract No. 445, the W.D. Burnett Survey, Abstract No. 57, the Montgomery Birch Survey, Abstract No. 115, and the William Johnson Survey, Abstract No. 476, Collin County, Texas, being a part of Lake Lavon, otherwise known as part of Lake Lavon and Bratonia Park.

**Background Information:**

Staff brought forward a request to bring this item forward for annexation at August 15, 2013 city council meeting. Council at that time approved moving forward with annexation.

**Attachments/Supporting Documentation:**

1. Legal Description
2. Depiction
3. Public Notice
4. Copy of minutes August 15, 2013

**Budget/Financial Impact:**

N/A

**Recommendation:**

Approve the annexation as presented.

**Motion:**

No action required, 2<sup>nd</sup> Public Hearing will be held on July 17<sup>th</sup>.



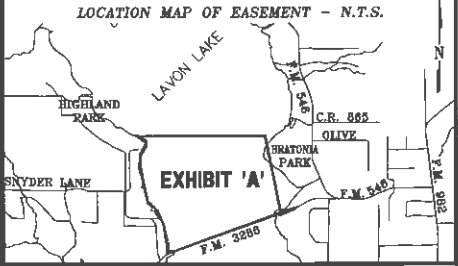
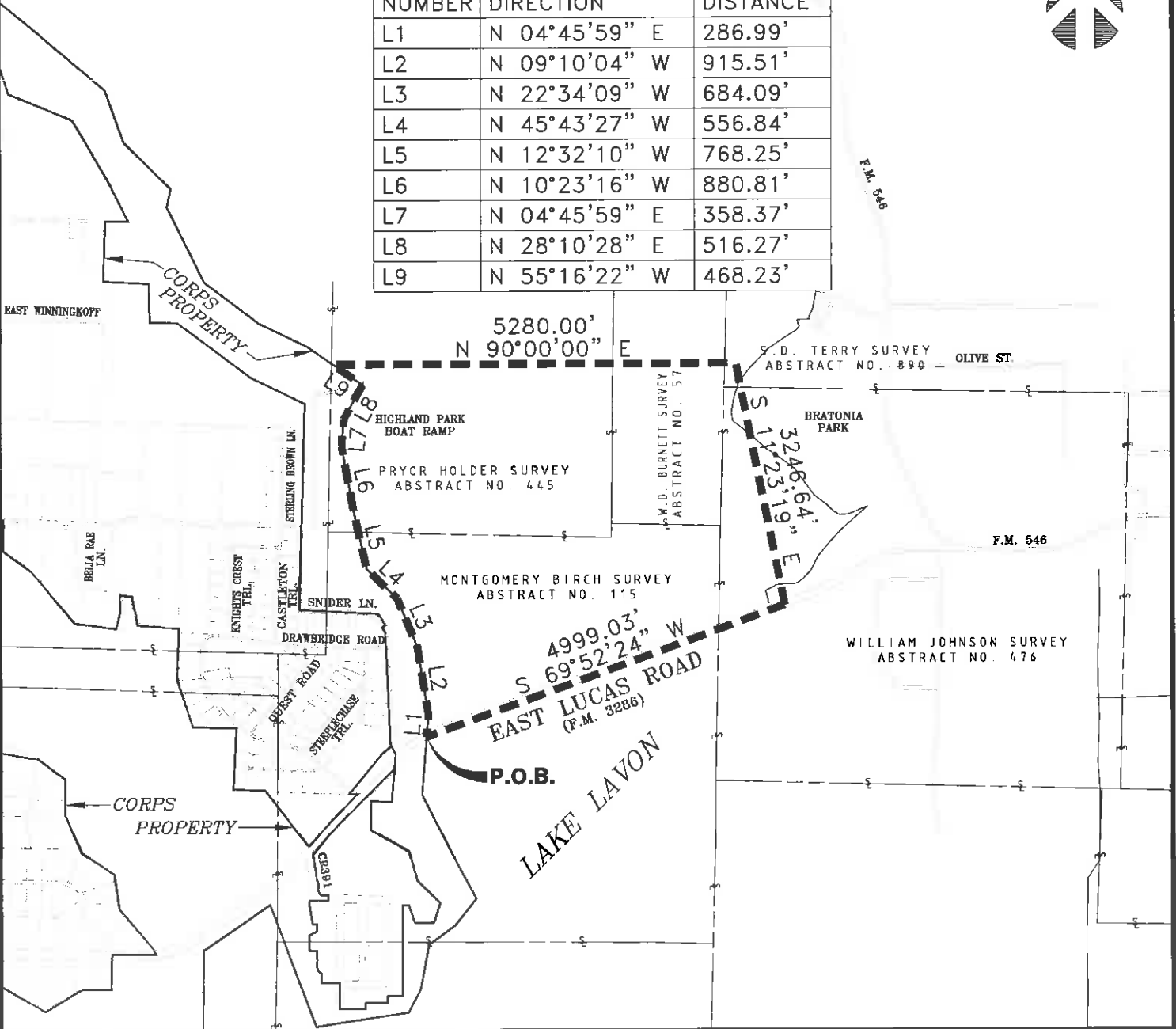
SURVEY: SEE PLAT  
 LOCATION: LUCAS, COLLIN COUNTY, TEXAS  
**PLAT OF EXHIBIT 'A': 483.50 ACRES ANNEXATION PARCEL**

**CITY OF LUCAS, TEXAS**  
 ANNEXATION PARCEL

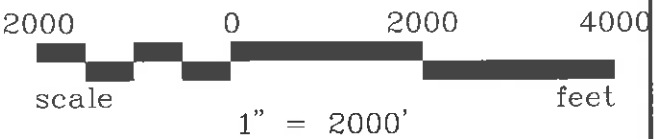
NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 04°45'59" E	286.99'
L2	N 09°10'04" W	915.51'
L3	N 22°34'09" W	684.09'
L4	N 45°43'27" W	556.84'
L5	N 12°32'10" W	768.25'
L6	N 10°23'16" W	880.81'
L7	N 04°45'59" E	358.37'
L8	N 28°10'28" E	516.27'
L9	N 55°16'22" W	468.23'



**BW2 ENGINEERS, INC.**  
 1919 S. Shiloh Road  
 Suite 500, L.B. 27  
 Garland, Texas 75042  
 (972) 864-8200 (T) (972) 864-8220 (F)  
 Firm Registration No. F-5290



BW2 JOB NO: 14-1645  
 DATE: MAY, 2014

DRAWN BY: BW2  
 CHECKED BY: BW2

J:\14-1645\DRAWINGS\ANNEX02.DWG

PAGE 3 OF 3

CITY OF LUCAS, TEXAS  
ANNEXATION  
CORPS OF ENGINEERS

DESCRIPTION

BEING A 483 ACRE TRACT OF LAND IN THE PRYOR HOLDER SURVEY, ABSTRACT NO. 445, THE W.D. BURNETT SURVEY, ABSTRACT NO. 57, THE MONTGOMERY BIRCH SURVEY, ABSTRACT NO. 115, AND THE WILLIAM JOHNSON SURVEY, ABSTRACT NO. 476, COLLIN COUNTY, TEXAS, BEING A PART OF LAKE LAVON, AS SHOWN ON THE ATTACHED EXHIBIT "A", AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A PARCEL OF LAND FOR ANNEXATION, SAID PARCEL BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE CURRENT ANNEXATION LINE ON THE NORMAL POOL ELEVATION FOR LAKE LAVON, AND BEING BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE RIGHT OF WAY LINE FOR FM 3286 (EAST LUCAS ROAD):

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

BEARINGS ARE BASED ON BEST FIT RESULTS OF A DEED PLOT CREATED FROM RECORD DEEDS.

The POINT OF BEGINNING is the point of intersection of the east line of said current annexation line at the normal pool for Lake Lavon and the north line of the Right of Way for FM 3286;

THENCE with said current annexation line the following nine courses and distances:

1. THENCE North 04°45'59" East, a distance of 286.99 feet to a point;
2. THENCE North 09°10'04" West, a distance of 915.51 feet to a point;
3. THENCE North 22°34'09" West, a distance of 684.09 feet to a point;
4. THENCE North 45°43'27" West, a distance of 556.84 feet to a point;
5. THENCE North 12°32'10" West, a distance of 768.25 feet to a point;
6. THENCE North 10°23'16" West, a distance of 880.81 feet to a point;
7. THENCE North 04°45'59" East, a distance of 358.37 feet to a point;
8. THENCE North 28°10'28" East, a distance of 516.27 feet to a point;
9. THENCE North 55°16'22" West, a distance of 468.23 feet to a point;

THENCE North 90°00'00" East, departing said existing annexation line and crossing Lake Lavon, a distance of 5280.00 feet to a point;

THENCE South  $11^{\circ}23'19''$  East, a distance of 3246.64 feet to a point on the north line of the Right of Way for FM 3286;

THENCE South  $69^{\circ}52'24''$  West, with said Right of Way line, a distance of 5006.72 feet to the POINT OF BEGINNING, and containing 483 acres of land.



**City Council Meeting**  
**August 15, 2013, at 7:00 PM**  
**City Hall - 665 Country Club Road**  
**Minutes**

**Call to Order**

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

Present/Absent:

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

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

**Citizens' Input**

1) Citizens' Input.

There was no one who wished to speak during Citizen's Input.

**Community Interest**

2) Items of Community Interest.

There was nothing to report during the Community Interest portion of the meeting.

**Regular Agenda**

3) Discuss and Consider the review and/or change of benefit options for Employee Benefit Services for fiscal year starting October 1, 2013 and ending September 30, 2014. **[Meehan]**

Brinson Benefits assisted the City of Lucas in a recent RFP (Request For Proposal) to determine if the City is offering the best options for the employees of the City of Lucas.

There were seven (7) major healthcare providers offering coverage for the City. After a review of the choices, the results showed that a 19% decrease occurred if an increase to the current deductible to 10 times what it is today to a 48% increase in premiums.

Management felt that it would be unrealistic to increase the deductible because options for family are not affordable. Coverage to families still are untouchable for most of the City's employees. Some cities are supplementing the cost of the family coverage.

Staff is proposing to change providers on some of the supplemental insurance to save some money for the City and actually results in better coverage for the employees.

Staff did find a need to review our plans that are governed by the IRS Revenue Code Section 125, because there is specific plan documentation required along with providing for a non-discrimination testing which cannot be located. Brinson will bring the City into compliance.

Brinson has initiated the City employees with Consult-A-Doc and Purple Card Patient Advocacy programs. The Consult-A-Doc covers up to five (5) people who live in the same home coverage. There is no cost to the employee and can aid in determining if a regular doctor's visit is required. The Purple Card can help with some difficult cases in trying to get a conclusion that benefits the employee.

Demetra Bell-Runnels is a Senior Benefits Strategist for Brinson Benefits. She will explain the RFP options and the cost benefits.

Staff recommends approval of the recommended policies based on Brinson's expertise and analysis.

Demetra Bell-Runnels presented the Council with three (3) options to consider:

Option 1 – Renew with TML, 3% increase, benefit to remain the same.

Option 2 – Alternate to TML, -19.69% decrease, \$1,000 deductible, \$25 office visit co-pay.

Option 3 – Alternate to TML, -22.10% decrease, \$1,500 deductible, \$25 office visit co-pay.

Staff is recommending Option 1, renewing with TML for medical options.

Staff also recommends changing to Dental Select for a cost savings to the City of -12.71% and better coverage for the employee.

For the vision plan, Staff recommends Block Vision, three rate guarantee with small co-pays, larger reimbursements with a -17% cost savings to the City.

Staff recommends staying with TML for Life and Short Term Disability Insurance.

**MOTION:** Councilmember Jim Olk made a Motion to approve Staff recommendations for medical, dental, vision, life insurance and short-term disability. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 5-0.

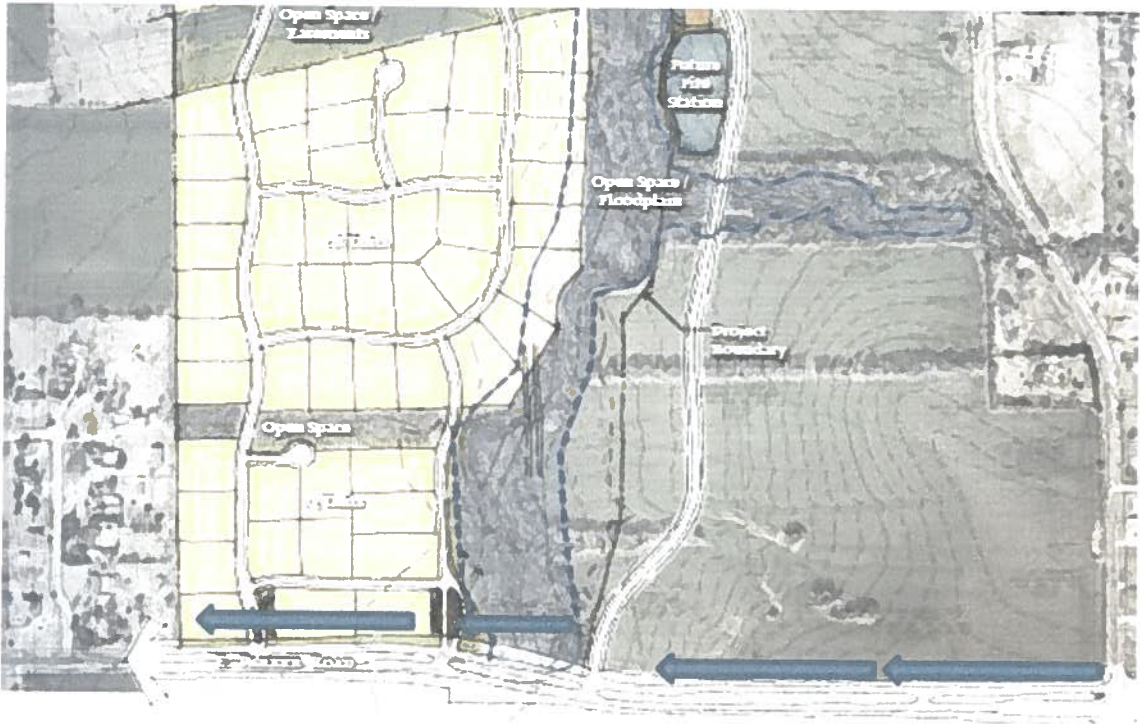
## Supplemental Agenda

Discuss and Consider the approval of a Development Agreement between the City of Lucas and Megatel Homes III, LLC regarding waterline improvements and right-of-way dedications. **[Hilbourn]**

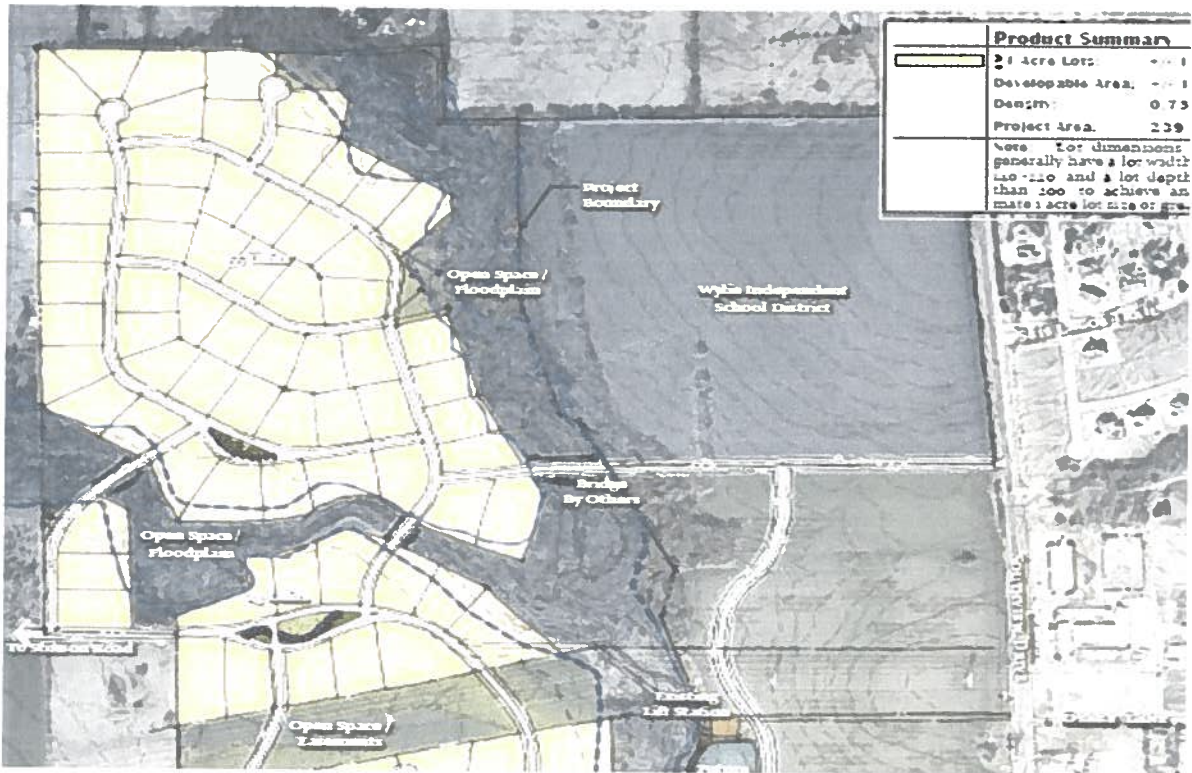
JJ Singh, representing Megatel Homes, is proposing a development agreement to provide for a property that is 239 acres plus or minus. The property is currently zoned R-1. The agreement would cover public improvements.

Per the approved Water Master Plan, the water main along Parker Road should be upgraded from its current size of 6" to a 10" line. The proposed agreement covers when the line would be installed. Staff recommended that the line be installed by the time forty (40) lots are built out. Megatel is asking to wait until all of Phase I is complete, fifty (51) lots. The agreement calls out for the developer to be reimbursed the cost of the line upgrade with impact fees.

Proposed Layout – Southern 1<sup>st</sup> Phase:



Proposed Layout – 2<sup>nd</sup> Phase:



Staff is recommending that the agreement be approved with the change to date of installation of waterline improvement prior to completion of fifty (51) homes.



**MOTION:** Councilmember Debbie Fisher made a Motion to approve the Development Agreement between the City of Lucas and Megatel Homes III, LLC regarding waterline improvements and right-of-way dedications with a change to date of installation prior to completion of 51 homes. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

## Public Hearings

- 4) Public Hearing for adopting the Tax Rate and levying the Ad Valorem Taxes for the Fiscal Year 2013 – 2014 to provide revenue for the payment of current expenditures. (Proposed Tax Rate is 0.355616; Current Tax Rate is 0.374177) **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Exum]**

The Public Hearing was opened at 7:36 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:36 p.m.

No action required.

- 5) Public Hearing/Discuss and Consider the proposed Operating Budget for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014. **[Copy of proposed budget available at City Hall upon request and currently posted on the City's website. 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Exum]**

The Public Hearing was opened at 7:37 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:37 p.m.

No action required.

- 6) Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A TRACT OF LAND OUT OF THE L.P. TURNER SURVEY, ABSTRACT NO. 901 AND THE J. GRAY SURVEY, ABSTRACT 349, SITUATED IN COLLIN COUTY, TEXAS, AN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; Beginning at a point in the north line of Parker Road, said point being the southeast corner of Kirkland Estates West, an addition to the City of Lucas, Texas, according to the plat recorded in volume 10, page 74 of the Map Records, Collin County, Texas, in iron rod for corner; THENCE North 00°11'27" West along the east line of said Kirkland Estates West, a distance of 1,816.50 feet to a corner of said Addition, an iron rod for corner; THENCE North 89°00'00" east, a distance of



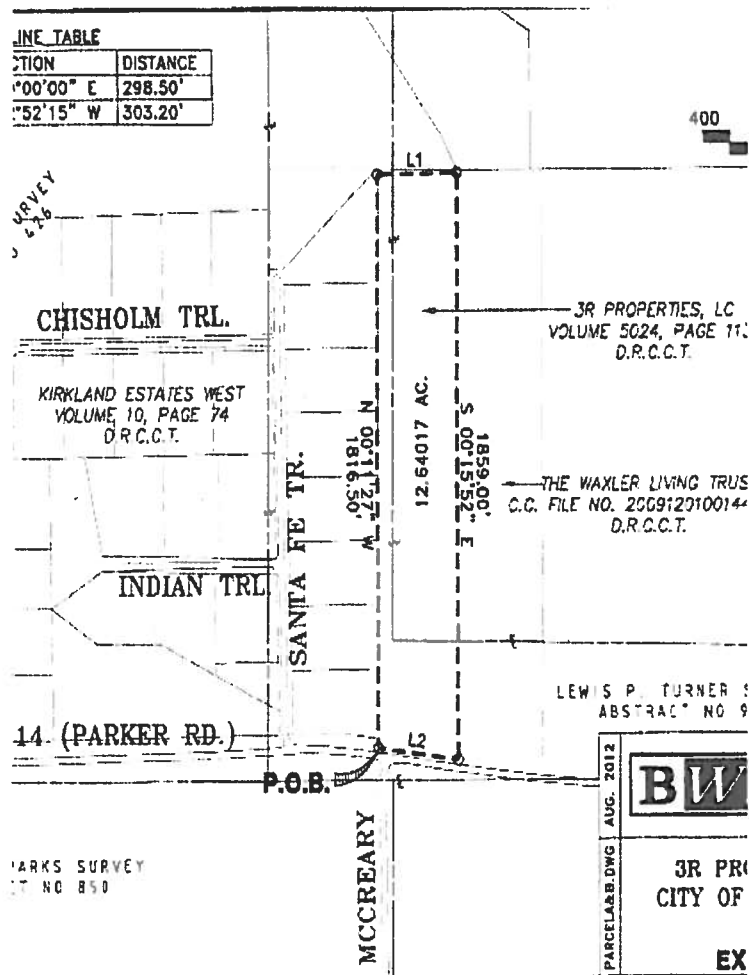
298.50 feet to an iron rod for corner; THENCE South 0°15'52" East, a distance of 1,859.00 feet to a point in the North line of Parker Road, an iron rod for corner; THENCE North 82°52'15" West, along said line of Parker Road, a distance of 303.20 feet to the POINT OF BEGINNING and containing 550,606 square feet or 12.64017 acres of land. More commonly known as the 3R property. [1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]

The Public Hearing was opened at 7:38 p.m.

There was no one present who wished to speak FOR or AGAINST this item

The Public Hearing was closed at 7:38 p.m.

No action required.



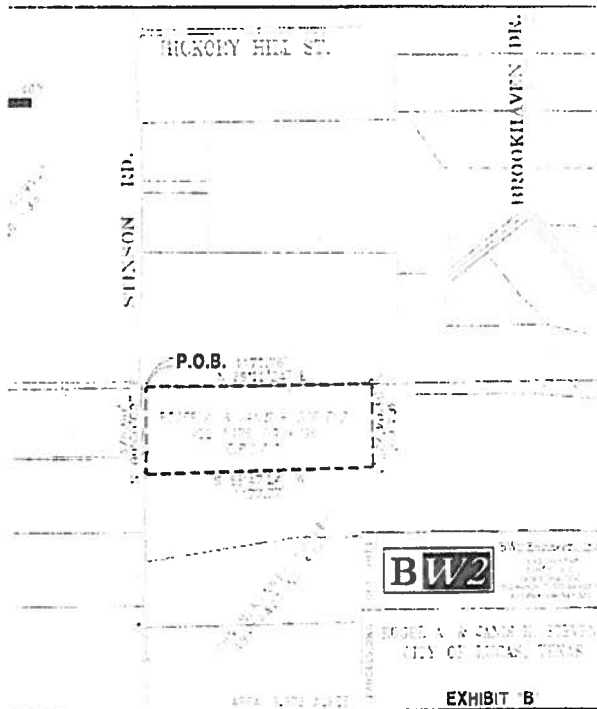
7) Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A 9.973 ACRE TRACT OF LAND SITUATED IN COLLIN COUNTY, TEXAS IN THE JOHN MCKINNEY SURVEY, ABSTRACT NO. 596, BEING PART OF A CALLED 38.38 ACRE TRACT AS DEEDED TO J.C. AND OLLIE TOMBERLINE AND RECORDED IN VOLUME 595, PAGE 205 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCCT), AND BEING THE SAME TRACT OF LAND AS DEEDED TO ROGER A. STEVENS AND JANIS H. STEVENS AND RECORDED IN VOLUME 5476, PAGE 4796 DRCCT: BEGINNING at a point for corner in the center of a public road, said corner also being the Northwest corner of said John McKinney Survey; THENCE North 89°22'24" East, with North line of said McKinney Survey, for a distance of 1170.76 feet to a point for corner; THENCE South 1°04'22" East, for a distance of 364.00 feet to a point for corner at a fence corner; THENCE South 88°47'24" West, partially with a fence line, for a distance of 1177.77 feet to a point for corner in the center of said public road; THENCE North, 376.00 feet to the POINT OF BEGINNING and containing 434,444.9 square feet or 9.973 acres of land, more or less or more commonly known as the Stevens property. **[1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]**

The Public Hearing was opened at 7:38 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:38 p.m.

No action required.



- 8) Public Hearing/Discuss and Consider the petition filed by D.R. Horton Homes requesting annexation of a parcel of land located on Stinson Road further described as Stinson Highlands Phase II generally located at the intersection of Highland Drive and Inverness Lane, consisting of 43 lots, and 66.1034 acres out of the John Grey Survey, ABS No. 349, Lewis P Turner Survey, ABS No. 901; George Gunnel Survey, ABS No. 352, Collin County, Texas. [1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on September 5, 2013] [Hilbourn]

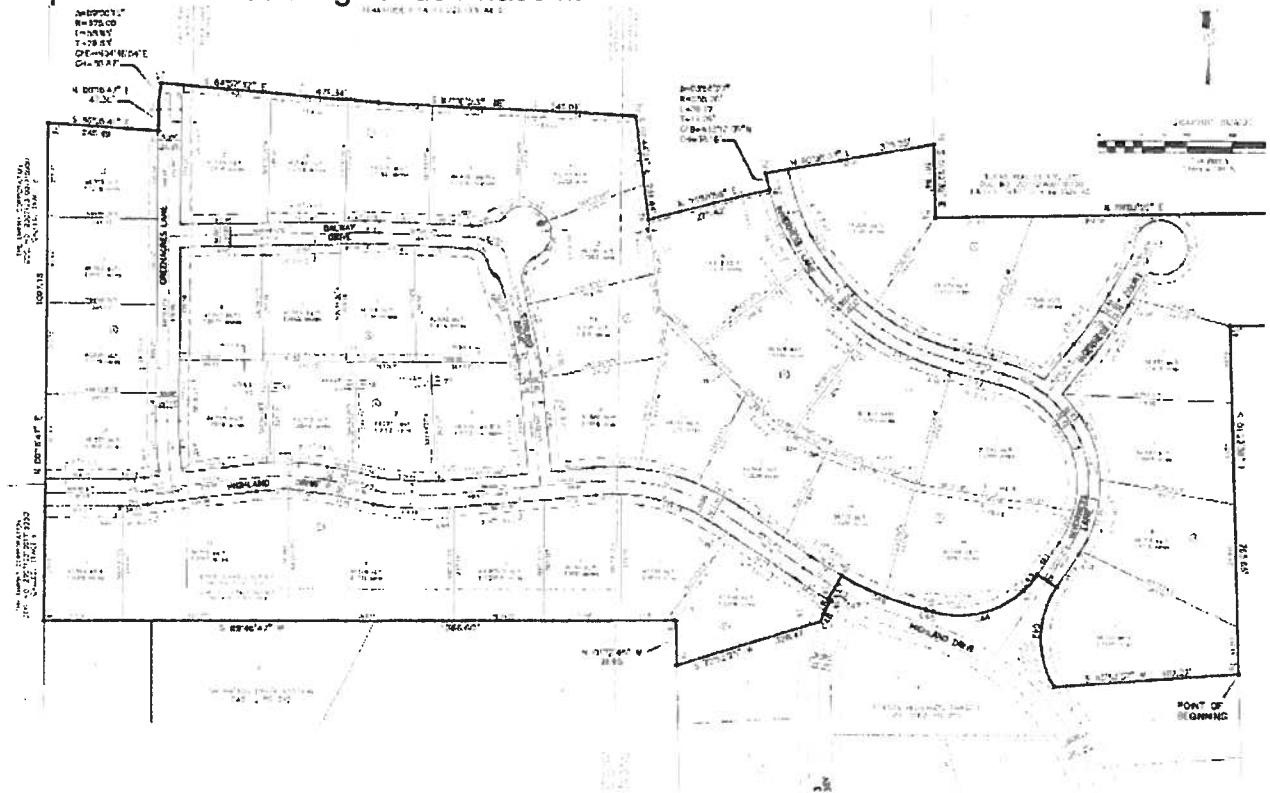
The Public Hearing was opened at 7:39 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:39 p.m.

No action required.

Depiction of Stinson Highlands Phase II:



## Regular Agenda

- 9) Discuss and Consider the re-alignment for the Chief of the City of Lucas' Fire Department to be a direct report to the City Council. **[Lawrence]**

Councilmember Philip Lawrence stated that this action would actually require a vote by the citizens of Lucas since the Fire Chief's position is called out in the Home Rule Charter.

Councilmember Philip Lawrence wants the Fire Chief to be given the authority to conduct the necessary activities of the position. Councilmember Lawrence feels that this position does not need to be supervised by the City Manager.

Mayor Rebecca Mark stated that Council cannot make this decision.

The City Attorney stated that the City Manager, City Secretary, City Attorney, and Municipal Court Judge currently are the only positions that directly report to the City Council per the Home Rule Charter. This change would have to be put on a ballot for a vote by the citizens.

Mayor Rebecca Mark said that Council should not discuss this tonight; but if Councilmember Lawrence wishes to submit the proposed charter amendment to the City Manager or City Attorney, who are compiling a list of charter changes, he can do so and Council can then discuss the list of proposed charter amendments at a later date.

The City Attorney stated that Council could discuss the item but no decision could be made due to the fact this is set by the Charter.

Councilmember Debbie Fisher said at one time Council had oversight of the Fire Chief. There was at that time a feeling that the Fire Department was divided from City Hall. Councilmember Fisher does not want that to happen again, and therefore, could not support this change.

Councilmember Olk agrees with Councilmember Fisher. The citizens voted on the Home Rule Charter and decided on the reporting structure for the Fire Chief.

Councilmember Duke agrees with Councilmember(s) Debbie Fisher and Jim Olk.

Mayor Rebecca Mark agrees with the previous comments. It is difficult to have seven different bosses one would almost need to have a dotted line reporting structure.

No action taken.

- 10) Discuss and Consider the approval of the minutes from the August 1, 2013, City Council Regular meeting. **[Wingo]**

**MOTION:** Councilmember Jim Olk made a Motion to approve the minutes from the August 1, 2013, City Council Regular meeting. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

- 11) Discuss and Consider recycling options and/or approve Amendment No. 4 to the Interlocal Agreement between the City of Lucas and Collin County for Recycling Roll-Off Container. **[Jenkins]**

City Manager Jeff Jenkins asked Council, "What is the goal in promoting recycling?" Is it to provide a service to the Lucas resident? Is it to provide a service to Collin County residents? Or perhaps, both.

The recycle dumpsters currently located behind old City Hall, 151 Country Club, costs the City \$20,000 plus the indirect man-hours annually. Weekly the Public Works Staff has removed non-recyclables such as tires, motor oil, and paint. These dumpsters are providing a convenience for Collin County residents but who are not necessarily citizens of Lucas.

Pictures taken just two weeks ago at the site:



Staff presented several options that Council might consider:

1. Refer residents to current program provided by Barnes Waste Disposal
  - a. 29% of current trash accounts or 535 currently participating in recycle program
  - b. Cost to the resident is \$4.35/month or \$51.60/year
  - c. Program is voluntary

2. Implement a mandatory program for all residents at a cost of \$4.15 per unit
  - a. Residents would use own can or clear/clear blue recycle bags for collection (available for purchase at City Hall)
  - b. Barnes may have some startup cost if they buy the containers.
3. Use current funds to subsidize the cost of the blue recycle bags.
4. Use current funds to subsidize a portion of the monthly \$4.15 cost.
5. Ask other (Wal-Mart, Lovejoy ISD, etc.) to establish a recycling program.
6. Stop participation with Collin County/IESI and roll the funds back into the General Fund.

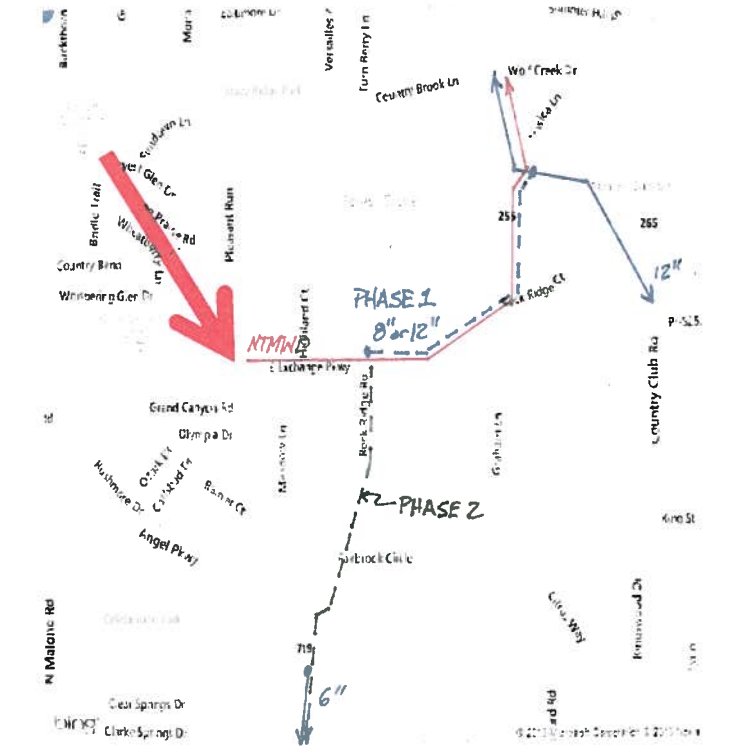
**MOTION:** Councilmember Debbie Fisher made a Motion to deny Amendment No. 4 to the Interlocal Agreement between the City of Lucas and Collin County for Recycling Roll-Off Container and authorize the City Manager to terminate the current agreement effective September 30, 2013. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

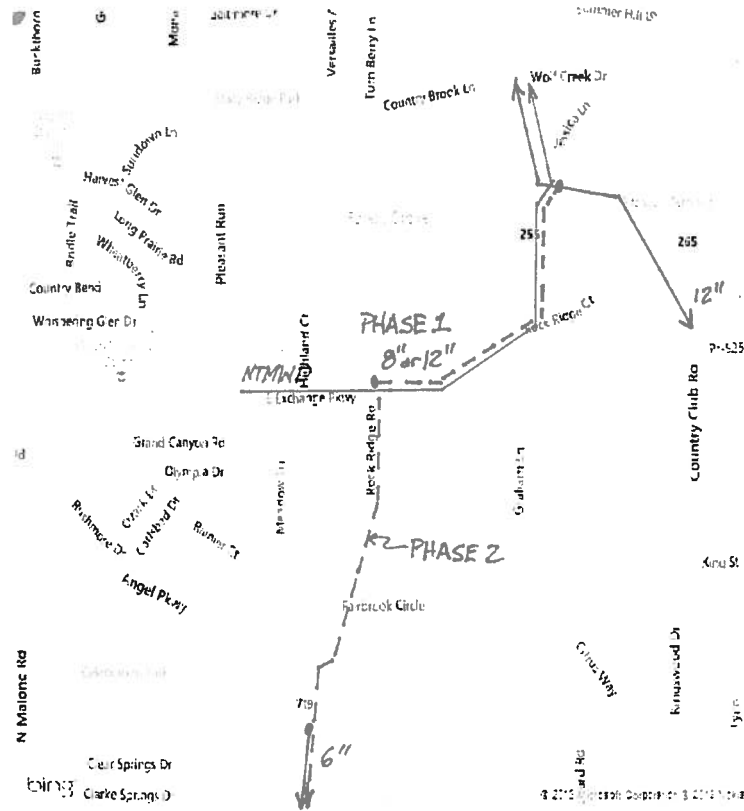
- 12) Discuss and Consider the approval of Amendment No. 6 to the Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF). **[Jenkins]**

**MOTION:** Councilmember Jim Olk made a Motion to approve Amendment No. 6 to the Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF) and direct City Manager to speak to someone with Collin County to request an improvement be made for enforcement of various issues that arise. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 5-0.

- 13) Discuss and Consider the approval of an agreement for Professional Services between the City of Lucas and Freese and Nichols, Inc. for design of Rock Ridge Road Waterline Improvements. **[Foerster]**

Phases of the waterline improvements:





North Texas Municipal Water District is going to build a 60" waterline used to supply water to McKinney. The City has a unique opportunity to share the construction easement to install a waterline to service the homes in this area that get their water from the City of Lucas. The City services about sixty (60) homes within the Allen ETJ via the current 4" waterline.

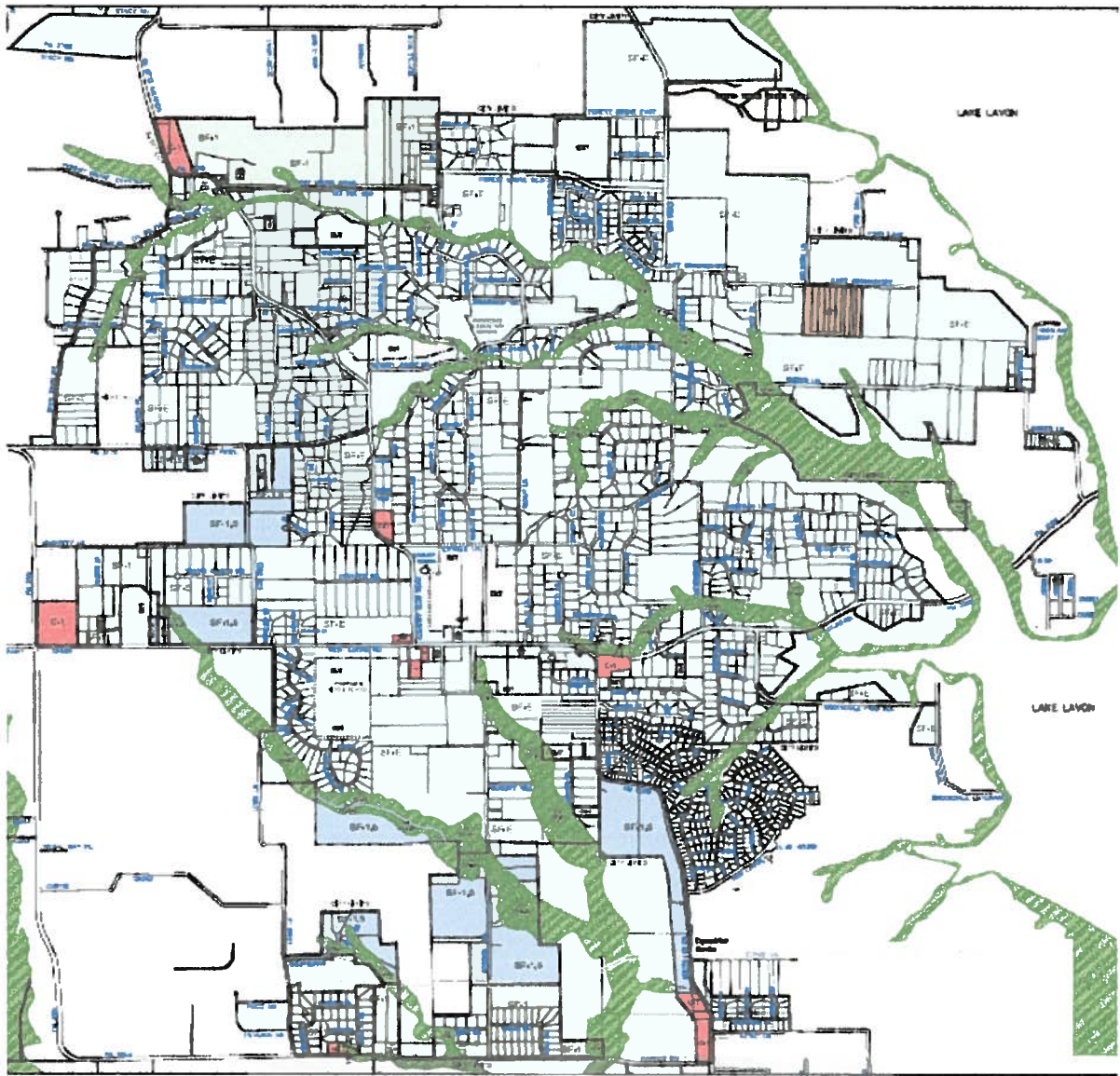
**MOTION:** Councilmember Debbie Fisher made a Motion to approve an agreement for Professional Services between the City of Lucas and Freese and Nichols, Inc. for design of Rock Ridge Road Waterline Improvements with the final approval of the City Attorney and authorize the City Manager to execute said agreement. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

14) Discuss and Consider the annexation of parcels located in the city's ETJ, and expanding our ETJ along with parts of Lake Lavon and Bratonia Park (east side of Lake Lavon). **[Hilbourn]**

Staff has completed the first three rounds of annexation. Staff is now seeking direction from Council on the next phase of annexations.

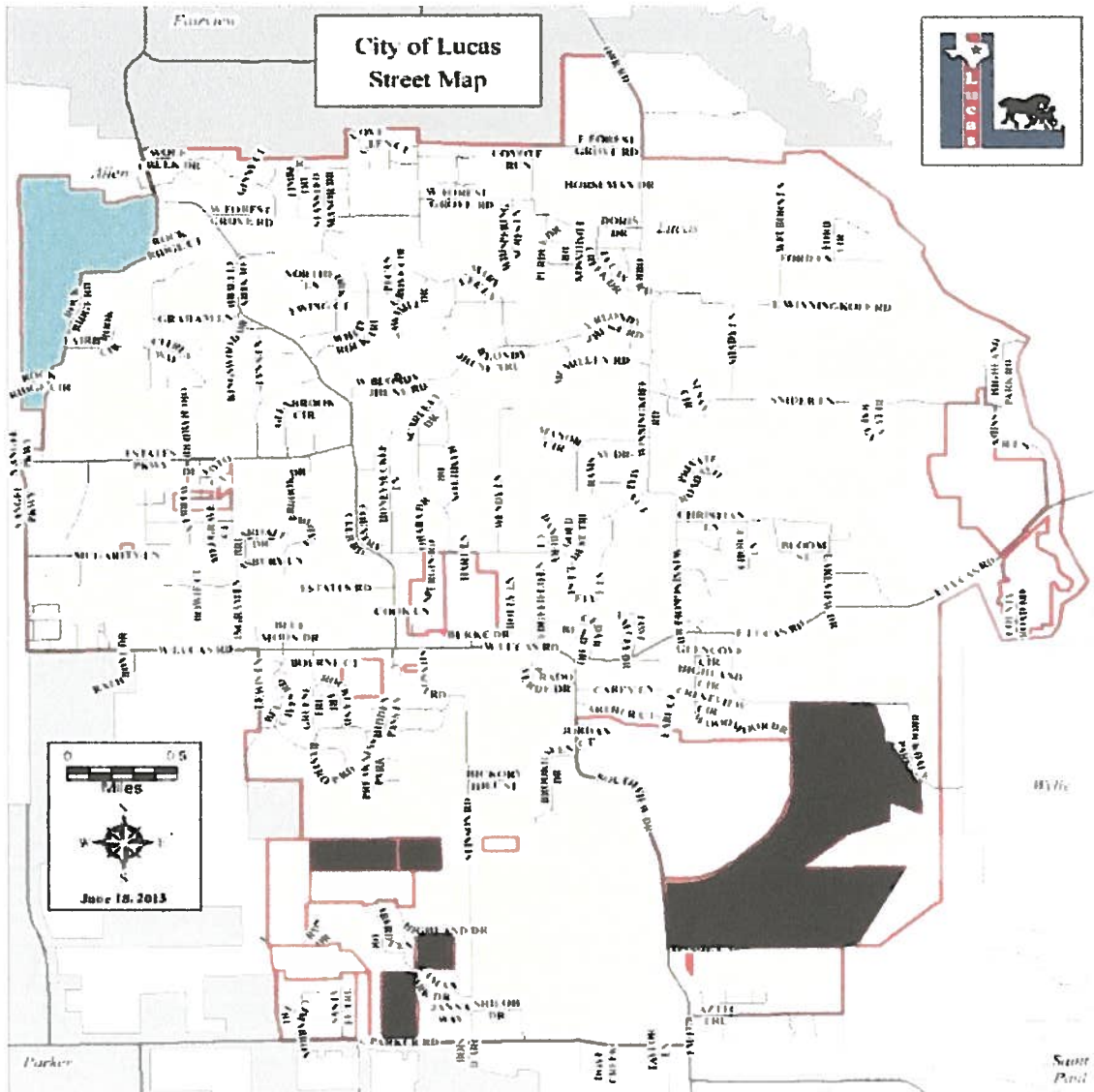
This is how the City looked prior to the start of annexations (see next page):





**Annexations by year:**

<b>2011</b>	<b>3 properties annexed</b>	<b>27.654 acres</b>
<b>2012</b>	<b>28 unilateral annexations</b>	<b>1,176.89 acres</b>
	<b>2 voluntary annexations</b>	<b>231.03 acres</b>
<b>2013</b>	<b>2 unilateral annexations</b>	<b>22.62 acres</b>
	<b>1 voluntary annexation</b>	<b>66.11 acres</b>



**Yellow** – is in the city limits

**Black** – has an approved development agreement providing for annexation

**White** – is available for annexation

**Blue** – property with a boundry agreement with City of Allen that Staff proposes being amended/alterd.

The City started with the ability to annex 30% of the city. The City may unilateral annex up to 10% but may roll over from year to year up to a maximum of 30%. 2011 was the first year that the City used unilateral annexations. Any voluntary annexation do not count against this maximum of 30%.

2011, started with 30%, less than 1% used, rolled over 29+%

2012, started with 30%, used 14.72%, rolled over 15.28%

2013, started with 25+%, used less than 1%, 24+% remaining.

A list of proposed annexations with acreages follows:

Edgewood Estates	41 acres
Cimarron	32.15 acres
Claremont Springs Phase I	26 acres
Lakeview Downs	148.7 acres

Total acreage of 247.85 acres, using 2% of the 24%, leaving 22% available.

Part of Lake Lavon and Bratonia Park 600 acres

This would use 6%, leaving 16% available for later annexations.

Value added to the City with the annexation of Edgewood Estates:

Assessed land value	\$27,972,761
City Taxes based on above	\$104,897.85
Water Sales (out-of-city rates)	\$131,520
Water Sales (in-city rates)	\$87,680
Loss to Water Fund	\$43,840
Gain to General Fund	\$104,897.85
Gain after Water Revenue loss	\$61,058.85

Value added to the City with the annexation of Cimarron:

Assessed land value	\$14,263,858
City Taxes based on above	\$53,388.22
Water Sales (out-of-city rates)	\$79,541
Water Sales (in-city rates)	\$53,027.33
Loss to Water Fund	\$26,513.67
Gain to General Fund	\$53,388.22
Gain after Water Revenue loss	\$26,874.55

Value added to the City with the annexation of Claremont Springs Phase I:

Assessed land value	\$10,831,320
City Taxes based on above	\$40,617.45
Water Sales (out-of-city rates)	\$44,254
Water Sales (in-city rates)	\$29,502.67
Loss to Water Fund	\$14,751.33
Gain to General Fund	\$40,617.45
Gain after Water Revenue loss	\$25,866.12



Additional expense to consider with Claremont Springs' annexation would be \$62,500 to repair drainage issues in Claremont Springs Phase I.

New ETJ to the east if approved:



The advantages would be that no one could annex into the City's ETJ; no one may form a municipality in the City's ETJ without prior consent; total gain to General Fund, \$198,903.52; total loss from Water Fund, \$85,105; with a net gain of \$113,798.52.

One disadvantage being the expense to repair the drainage issue in Claremont Springs Phase I in the amount of \$62,500.

Councilmember Debbie Fisher stated that when the annexations began it was a goal to control development. Cimarron, Edgewood Estates and Claremont Springs Phase I is already developed. Councilmember Fisher feels that there is no benefit to annexing these developments at this time.

Councilmember Philip Lawrence agreed with Councilmember Fisher, there are no benefits to the City.

Councilmember Jim Olk disagreed saying that there would be a gain to the General Fund, \$255K which would go a long way in funding the Fire Department. The houses are already there so the City knows what we are getting. Councilmember Olk said he is interested in the full annexation plan being proposed.

Councilmember Steve Duke agrees with Councilmember Olk. Councilmember Duke went on to say that people he knows that bought in these developments thought they were buying into the City of Lucas.

Mayor Rebecca Mark is in agreement with the proposed annexation package.

**MOTION:** Councilmember Jim Olk made a Motion for Staff to proceed with the annexation of parcels located in the city's ETJ, and expanding our ETJ along with parts of Lake Lavon and Bratonia Park (east side of Lake Lavon). Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 3-2, Councilmember(s) Philip Lawrence and Debbie Fisher voting NAY.

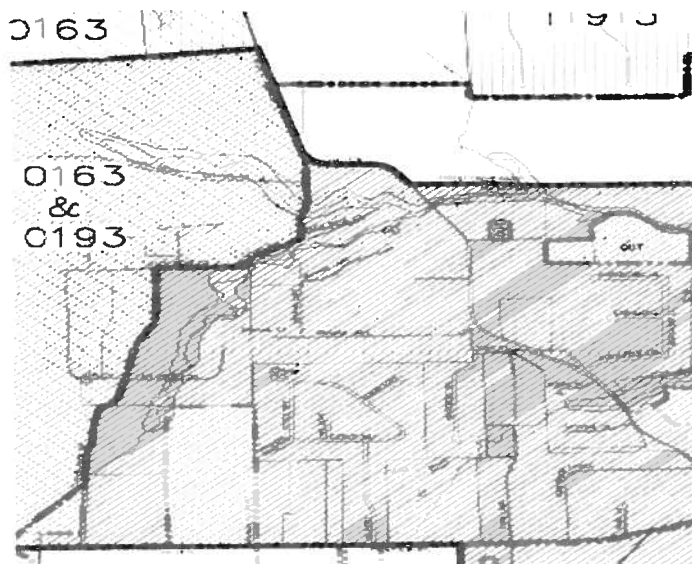
- 15) Discuss and Consider an amendment to an existing boundary agreement between the City of Lucas and the City of Allen to include parcels on the west side of Rock Ridge Road. **[Hilbourn]**

The City of Lucas and the City of Allen currently have a boundary agreement, approved in 1984, that runs to the east side of Rock Ridge Road. Staff is proposing an amendment to that agreement to include parcels on the west side of Rock Ridge Road currently in the city's ETJ.

The area is currently served by a mixed CCN, but is located within the City of Allen's ETJ.

There are plans to add a new water main down Rock Ridge Road. Water service is provided to the residents on Fairbrook by the City of Allen, which is outside their CCN. Residents west of Rock Ridge Road get their water from the City of Lucas.

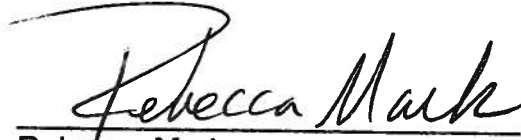
CCN for the area:





**MOTION:** Councilmember Debbie Fisher made a Motion to adjourn the meeting at 9:13 p.m. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 5-0.

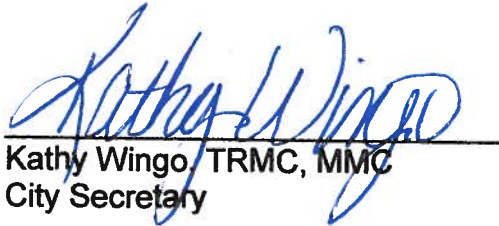
These minutes were approved by a majority vote of the City Council on September 5, 2013.



Rebecca Mark  
Mayor



ATTEST:



Kathy Wingo, TRMC, MMC  
City Secretary



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

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the voluntary annexation of the property hereinafter described. The first public hearing will begin at 6:00 PM on the 26<sup>th</sup> day of June, 2014 and a second public hearing will begin at 7:00 P.M. on the 17<sup>th</sup> day of July 2014 . Both public hearings will be held at the City of Lucas located at Lucas City Hall, 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

BEING A 483 ACRE TRACT OF LAND IN THE PRYOR HOLDER SURVEY, ABSTRACT NO. 445, THE W.D. BURNETT SURVEY, ABSTRACT NO. 57, THE MONTGOMERY BIRCH SURVEY, ABSTRACT NO. 115, AND THE WILLIAM JOHNSON SURVEY, ABSTRACT NO. 476, COLLIN COUNTY, TEXAS, BEING A PART OF LAKE LAVON, AS SHOWN ON THE ATTACHED EXHIBIT "A", AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A PARCEL OF LAND FOR ANNEXATION, SAID PARCEL BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE CURRENT ANNEXATION LINE ON THE NORMAL POOL ELEVATION FOR LAKE LAVON, AND BEING BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE RIGHT OF WAY LINE FOR FM 3286 (EAST LUCAS ROAD):

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

BEARINGS ARE BASED ON BEST FIT RESULTS OF A DEED PLOT CREATED FROM RECORD DEEDS.



The POINT OF BEGINNING is the point of intersection of the east line of said current annexation line at the normal pool for Lake Lavon and the north line of the Right of Way for FM 3286;

THENCE with said current annexation line the following nine courses and distances:

1. THENCE North 04°45'59" East, a distance of 286.99 feet to a point;
2. THENCE North 09°10'04" West, a distance of 915.51 feet to a point;
3. THENCE North 22°34'09" West, a distance of 684.09 feet to a point;
4. THENCE North 45°43'27" West, a distance of 556.84 feet to a point;
5. THENCE North 12°32'10" West, a distance of 768.25 feet to a point;
6. THENCE North 10°23'16" West, a distance of 880.81 feet to a point;
7. THENCE North 04°45'59" East, a distance of 358.37 feet to a point;
8. THENCE North 28°10'28" East, a distance of 516.27 feet to a point;
9. THENCE North 55°16'22" West, a distance of 468.23 feet to a point;

THENCE North 90°00'00" East, departing said existing annexation line and crossing Lake Lavon, a distance of 5280.00 feet to a point;

THENCE South 11°23'19" East, a distance of 3246.64 feet to a point on the north line of the Right of Way for FM 3286;

THENCE South 69°52'24" West, with said Right of Way line, a distance of 5006.72 feet to the POINT OF BEGINNING, and containing 483 acres of land. Otherwise known as part of Lake Levon and Bratonia Park.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

*Kathy Wingo*, TRMC, MMC  
City Secretary

1 **NOTICE OF**  
2 **PUBLIC**  
3 **HEARINGS**  
4 **TO CONSIDER**  
5 **ANNEXATION**  
6 **OF LAND**  
7  
8 NOTICE IS HERE-  
9 BY GIVEN, that  
10 the City Council of  
11 the City of Lucas,  
12 Texas (the "City"),  
13 will hold two pub-  
14 lic hearings regard-  
15 ing the voluntary  
16 annexation of the  
17 property hereinaf-  
18 ter described. The  
19 first public hear-  
20 ing will be begin at  
21 6:00 PM on the 26th  
22 day of June, 2014  
23 and a second pub-  
24 lic hearing will be-  
25 gin at 7:00 P.M. on  
26 the 17th day of July  
27 2014 . Both public  
28 hearings will be held  
29 at the City of Lucas  
30 located at Lucas City  
31 Hall, 665 Country  
32 Club Road, Lucas,  
33 Texas. The prop-  
34 erty to be consid-  
35 ered for annexation  
36 is located in Collin  
37 County, Texas, and  
38 described as follows:  
39  
40 BEING A 483 ACRE  
41 TRACT OF LAND  
42 IN THE PRYOR

HOLDER SUR-  
VEY, ABSTRACT  
NO. 445, THE  
W.D. BURNETT  
SURVEY, AB-  
STRACT NO. 57,  
THE MONTGOM-  
ERY BIRCH SUR-  
VEY, ABSTRACT  
NO. 115, AND  
THE WILLIAM  
JOHNSON SUR-  
VEY, ABSTRACT  
NO. 476, COLLIN  
COUNTY, TEXAS,  
BEING A PART OF  
LAKE LAVON, AS  
SHOWN ON THE  
ATTACHED EX-  
HIBIT "A", AND  
BEING MORE  
PARTICULAR-  
LY DESCRIBED  
AS FOLLOWS:  
  
IT IS THE INTENT  
TO DESCRIBE  
A PARCEL OF  
LAND FOR AN-  
NEXATION, SAID  
PARCEL BEING  
BOUNDED ON  
THE WEST BY  
THE EAST LINE  
OF THE CUR-  
RENT ANNEXA-  
TION LINE ON  
THE NORMAL  
POOL ELEVATION  
FOR LAKE LA-  
VON, AND BEING  
BOUNDED ON

THE SOUTH BY  
THE NORTH LINE  
OF THE RIGHT OF  
WAY LINE FOR  
FM 3286 (EAST  
LUCAS ROAD);  
  
THIS DESCRIP-  
TION IS BASED  
ON RECORD IN-  
FORMATION.  
THE BEARINGS,  
D I S T A N C E S ,  
AND MONU-  
MENT STATUS  
HAS NOT BEEN  
VERIFIED BY A  
FIELD SURVEY.  
  
BEARINGS ARE  
BASED ON BEST  
FIT RESULTS OF  
A DEED PLOT  
CREATED FROM  
RECORD DEEDS.  
  
The POINT OF BE-  
GINNING is the  
point of intersection  
of the east line of  
said current annexa-  
tion line at the nor-  
mal pool for Lake  
Lavon and the north  
line of the Right of  
Way for FM 3286;  
  
THENCE with said  
current annexa-  
tion line the fol-  
lowing nine cours-  
es and distances:

1. THENCE  
North 04°45'59"  
East, a distance of  
286.99 feet to a point;  
2. THENCE  
North 09°10'04"  
West, a distance of  
915.51 feet to a point;  
3. THENCE  
North 22°34'09"  
Wes, a distance of  
684.09 feet to a point;  
4. THENCE  
North 45°43'27"  
West, a distance of  
556.84 feet to a point;  
5. THENCE  
North 12°32'10"  
West, a distance of  
768.25 feet to a point;  
6. THENCE  
North 10°23'16"  
West, a distance of  
880.81 feet to a point;  
7. THENCE  
North 04°45'59"  
East, a distance of  
358.37 feet to a point;  
8. THENCE  
North 28°10'28"  
East, a distance of  
516.27 feet to a point;  
9. THENCE  
North 55°16'22"  
West, a distance of  
468.23 feet to a point;  
  
THENCE North  
90°00'00" East,  
departing said ex-  
isting annexation

line and crossing  
Lake Lavon, a dis-  
tance of 5280.00  
feet to a point;  
  
THENCE South  
11°23'19" East, a  
distance of 3246.64  
feet to a point on the  
north line of the Right  
of Way for FM 3286;  
  
THENCE South  
69°52'24" West,  
with said Right of  
Way line, a distance  
of 5006.72 feet to the  
POINT OF BEGIN-  
NING, and contain-  
ing 483 acres of land.  
Otherwise known as  
part of Lake Levon  
and Bratonia Park.  
  
Those wishing  
to speak FOR or  
AGAINST the  
above item are in-  
vited to attend.  
  
I, Kathy Wingo, City  
Secretary of the City  
of Lucas, Texas, do  
hereby publish this  
notice in accordance  
with law and have  
on file in my office  
the service plan for  
such annexation.  
  
Kathy Wingo,  
TRMC, MMC

City Secretary  
5-1t-210-1925



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 26, 2014**

**Name & Title of Requestor: Joseph Hilbourn, Development Services Director**

**Agenda Item:**

Public Hearing/Discuss and consider the annexation of a parcel of land being a 25.950 acre tract of land situated in the John Gray Survey, Abstract No. 349, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (tract 3) described in deed to Lucas Real Estate, LLC, as recorded in instrument 20111014001101190, Deed Records, Collin County, Texas, more commonly known as part of Oakbrook Phase II.

**Background Information:**

This annexation is part of Oakbrook sub-division. This parcel has an approved development agreement that includes a time frame for annexation. Oak Brook supplied a voluntary annexation form as requested. This subdivision already has approved preliminary plat and construction plans. They have started site development. The parcel in question is continuous, meets the requirements for annexation, owners have been verified, and taxes are up to date.

**Attachments/Supporting Documentation:**

1. Copy of the approved development agreement
2. Public notice
3. Legal Description
4. Depiction
5. Copy of petition for annexation

**Budget/Financial Impact:**

Eventually will add approximately 13 roof tops for annual property taxes and water revenue.

**Recommendation:**

Approve the annexation as presented.

**Motion:**

No action required, 2<sup>nd</sup> Public Hearing will be held on July 17<sup>th</sup>.

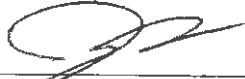
PETITION REQUESTING ANNEXATION:  
TERRITORY IN WHICH THERE ARE  
FEWER THAN THREE (3) VOTERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition you to extend the present city limits so as to include as part of the City of Lucas, Texas, the following described territory, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

We certify that the above described tract of land is contiguous and adjacent to the City of Lucas, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

  
\_\_\_\_\_  
Signature  
James Kent  
\_\_\_\_\_  
Printed Name

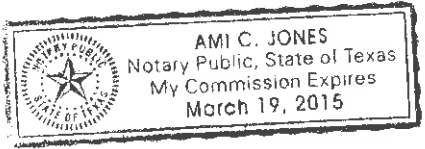
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

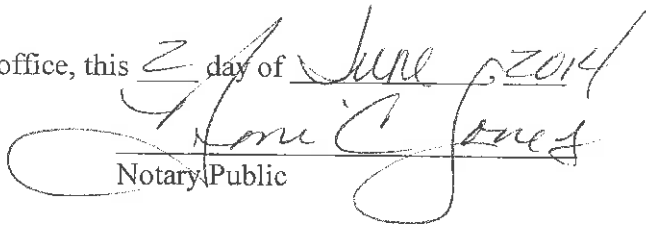
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

THE STATE OF TEXAS  
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared James Kent and \_\_\_\_\_  
known to me to be the person(s) who(se) name(s) are subscribed to the foregoing instrument and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 2 day of June, 2014



  
\_\_\_\_\_  
Notary Public



20140123000066560 01/23/2014 12:25:04 PM AG 1/13

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

**DEVELOPMENT AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

**Article I  
Development and Annexation**

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

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

After Recording, Please Return To:  
The City of Lucas  
Attn: City Secretary  
665 Country Club Rd.  
Lucas, TX 75002

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

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

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

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

## **Article II Water Systems**

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

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

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

## **Article III Roadway System and Parks**

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

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

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



3.5 Multi-Use Trail and Parks. Owner shall grant a 15' wide multi-use trail plan easement along the north side of the creek per Exhibit B, to the City. The City may, but has no obligation, construct at a later date, and at its cost, a multi-use trail that is part of the City's master trail plan. In the event the City constructs such multi-use trail, the City shall maintain the multi-use trail improvements within the Property.

#### **Article IV Notice**

Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received two (2) business days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Owner:

Robert Murray, Senior President  
Lucas Real Estate, LLC  
c/o Liberty Bankers Life Insurance Company  
Attn: Amy Hughes  
1605 LBJ Freeway, Suite 710  
Dallas, Texas 75234

If Notice to Lucas:

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

With a Copy to:

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

## **Article V Termination**

This Agreement shall be terminated by: (a) the mutual written agreement of the Parties; or (b) either Party providing written notice of such termination to the other Party if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by the breaching Party within thirty (30) days after receipt of written notice thereof from the non-breaching Party (or, if the cure cannot be completed within such thirty (30) day time period, then within thirty (30) following such initial 30-day period, so long as the cure is commenced by the breaching Party within the initial thirty (30) days of notice and thereafter the breaching party is diligently and continuously pursuing the cure to completion); or (c) by City providing written notice to Owner if Owner suffers an uncured event of bankruptcy or insolvency; or (d) by either Party providing written notice to the other Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

## **Article VI Miscellaneous**

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

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

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

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

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

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

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

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

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

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

6.11 Authority. City represents and warrants that this Agreement has been approved by the City Council of City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of City has been authorized to do so. Owner represents and warrants that this Agreement has been approved on behalf of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

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

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

6.14 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, or to cause City to be deemed to be a constituent partner of the Owner.

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

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

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

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

*(signature page to follow)*

EXECUTED on this 8<sup>th</sup> day of January, 2014.

City of Lucas, Texas

By: *Rebecca Mark*  
Rebecca Mark, Mayor

Approved as to Form:

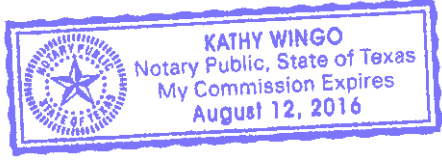


By: *Joe Gorfida, Jr.*  
Joe Gorfida, Jr., City Attorney  
(01-06-14/54593)

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2014, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

*Kathy Wingo*  
Kathy Wingo  
Notary Public, State of Texas



My Commission Expires  
August 12, 2016



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

**OAK BROOK ESTATES  
92.134 ACRES**

**FIELD NOTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

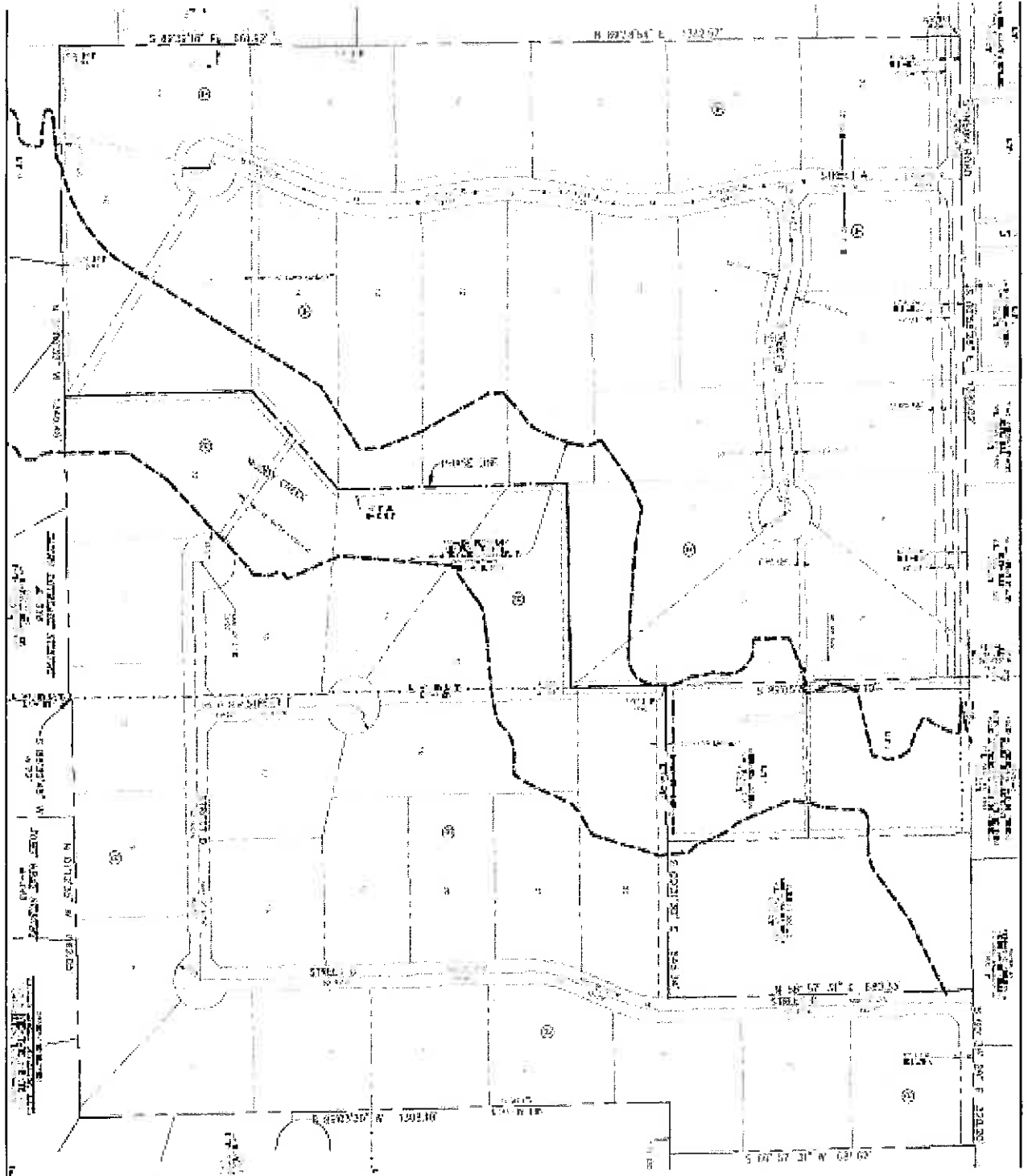
THENCE North 01 degrees 00 minutes 32 seconds West, with the common boundary line of said 59.030 acre tract and said 86.548 acre tract, passing a 5/8-inch iron rod found for an exterior ell corner of Belmont Park, an addition to the City of Lucas, as recorded Cabinet 213, Page 85 of said Plat Records,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

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

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



**EXHIBIT B  
DEPICTION OF OWNER'S PROPERTY**



**EXHIBIT B  
CITY OF LUCAS/LUCAS REAL ESTATE, LLC  
DEVELOPMENT AGREEMENT**

EXHIBIT "A"

ANNEXATION  
OAK BROOK ESTATES  
25.950 ACRES

FIELD NOTES

BEING a 25.950 acre tract of land situated in the John Gray Survey, Abstract No. 349, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, Texas, said 25.950 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "5439" found for the southwest corner of said 87.1115 acre tract and an interior ell corner of a 220.733 acre tract of land described in deed to DR Horton – Texas, Ltd, as recorded in Instrument 20110830000915300 of said Deed Records;

THENCE North 01 degrees 12 minutes 35 seconds West, a distance of 862.05 feet to a 1/2-inch iron rod with cap stamped "5439" found for corner;

THENCE North 89 degrees 11 minutes 11 seconds East, a distance of 1318.46 feet to a 1/2-inch iron rod found for an interior ell corner of said 87.1115 acre tract;

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

THENCE North 88 degrees 57 minutes 30 seconds East, a distance of 1.52 feet to a 5/8-inch iron rod with cap stamped "DCA" found for the northwest corner of a 5.00 acre tract of land described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20140107000014490 of said Deed Records and the southwest corner of a 5.000 acre tract of land described in deed to Lee G. Bauer and Betty A. Bauer, as recorded in Volume 1939, Page 668 of said Deed Records;

THENCE South 00 degrees 09 minutes 30 seconds East, with the west boundary line of said 5.00 acre Lucas Real Estate tract, a distance of 213.79 feet to a 1/2-inch iron pipe found for the most southern southeast corner of said 87.1115 acre tract and an exterior ell corner of said 220.733 acre tract;

THENCE South 89 degrees 03 minutes 30 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 1308.33 feet to the POINT OF BEGINNING AND CONTAINING 1,130,375 square feet or 25.950 acres of land.

JAMES LOVELADY SURVEY  
A-538

LOT 2

CALLED 5,000 AC.  
LEE G. BAUER ET UX  
VOL. 1939, PG. 668  
D.R.C.C.T.

LOT 1  
CREEKVIEW ADDITION  
CAB. F, PG. 572  
P.R.C.C.T.

1/2" I.R.F.  
W/DCA CAP  
(CM)

5.00 AC.  
LUCAS REAL ESTATE, LLC  
INSTR. 20140107000014490  
D.R.C.C.T.

46.14 AC.  
COWTOWN MEADOWS, LLC  
INSTR. 20120224000211850  
D.R.C.C.T.

1/2" I.R.F.  
(CM)

L1 LUCAS ETJ

L2 1/2" I.P.F.  
(CM)

L3

JOHN GRAY SURVEY  
A-349

CALLED 87,1115 AC.  
(TRACT 3)  
LUCAS REAL ESTATE, LLC  
INSTR. 20111014001101190  
D.R.C.C.T.

CALLED 87,1115 AC.  
(TRACT 3)  
LUCAS REAL ESTATE, LLC  
INSTR. 20111014001101190  
D.R.C.C.T.

1,130,375 SQ. FT.  
25.950 ACRES

LUCAS CITY LIMITS  
LUCAS ETJ

LUCAS CITY LIMITS  
LUCAS ETJ  
N 89°11'11" E  
1318.46'

LUCAS CITY LIMITS  
LUCAS ETJ  
S 89°03'30" W  
1308.33'

N 01°12'35" W

862.05'

1/2" I.R.F.  
W/5439 CAP  
(CM)

1/2" I.R.F.  
W/5439 CAP  
(CM)

220.733 AC  
DR HORTON - TEXAS, LTD  
INSTR. 20110830000915300  
D.R.C.C.T.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 00°31'30" E	645.34'
L2	N 88°57'30" E	1.52'
L3	S 00°09'30" E	213.79'



300 150 0 300  
SCALE IN FEET  
1" = 300'

EXHIBIT "A"

25.950 ACRES

JOHN GRAY SURVEY, A-349  
CITY OF LUCAS ETJ  
COLLIN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES

TEXAS FIRM REG. NO. 001145  
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098  
(972) 941-8400 FAX (972) 941-8401

Bearings are based on Texas State Plane  
Coordinates: State Plane NAD83 Texas  
North Central Zone 4202, Lambert  
Conformal Conic, Feet. (TX83-NCF).



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

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the voluntary annexation of the property hereinafter described. The first public hearing will begin at 6:00 PM on the 26<sup>th</sup> day of June, 2014 and a second public hearing will held at 7:00 PM on the 17<sup>th</sup> day of July 2014. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

Being 25.950 acre tract of land situated in the John Gray Survey, Abstract No. 349, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (tract 3) described in deed to Lucas real estate, LLC, as recorded in instrument 20111014001101190, Deed Records, Collin County, Texas, said 25.950 acre tract being more particularly described by meets and bounds as follows;

BEGINNING AT A ½ inch iron rod with cap stamped "5439" found for the southwest corner of said 87.1115 acre tract and an interior ell corner of a 220.773 acre tract of land described in deed to DR Horton-Texas, Ltd, as recorded in instrument 20110830000915300 of said Deed of Records;

Thence North 01 degrees 12 minutes 35 seconds West, a distance of 1318.46 feet to a ½ inch iron rod found for an interior ell corner of said 87.1115 acre tract;

THENCE North 89 degrees 11 minutes 11 seconds East, a distance of 862.05 feet to a ½ inch iron rod found for an interior ell corner of said 87.1115 acre tract;

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

THENCE North 88 degrees 57 minutes 30 seconds East, a distance of 1.52 feet to a 5/8 inch iron rod with a cap stamped "DCA" found for the northwest corner of a 5.00 acre tract of land described in deed to Lucas Real Estate, LLC, as recorded in instrument 201400107000014490 of said Deed Records and the southwest corner of a 5.000 acre tract of land described in deed to Lee G. Bauer and Betty A. Bauer, as recorded in volume 1939, page 668 of said Deed Records;

THENCE South 00 degrees 09 minutes 30 seconds East, with the West boundary line of said 5.00 acre Lucas Real Estate tract, a distance of 213.79 feet to a ½-inch iron pipe found for the most southern southeast corner of said 87.1115 acre tract and an exterior ell corner of said 220.733 acre tract;

THENCE South 89 degrees 03 minutes 30 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 1308.33 feet to the point of BEGINNING AND CONTAINING 1,130,375 square feet or 25.950 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary

1 **NOTICE OF**  
2 **PUBLIC**  
3 **HEARINGS**  
4 **TO CONSIDER**  
5 **ANNEXATION**  
6 **OF LAND**

7  
8 NOTICE IS HERE-  
9 BY GIVEN, that  
10 the City Council of  
11 the City of Lucas,  
12 Texas (the "City"),  
13 will hold two pub-  
14 lic hearings regard-  
15 ing the voluntary  
16 annexation of the  
17 property hereinaf-  
18 ter described. The  
19 first public hearing  
20 will begin at 6:00  
21 PM on the 26th day  
22 of June, 2014 and a  
23 second public hear-  
24 ing will held at 7:00  
25 PM on the 17th day  
26 of July 2014. Both  
27 public hearings will  
28 be held at the City of  
29 Lucas' City Hall lo-  
30 cated at 665 Country  
31 Club Road, Lucas,  
32 Texas. The prop-  
33 erty to be consid-  
34 ered for annexation  
35 is located in Collin  
36 County, Texas, and  
37 described as follows:  
38  
39 Being 25.950 acre  
40 tract of land situ-  
41 ated in the John Gray  
42 Survey, Abstract No.

349, Collin County,  
State of Texas, and  
being part of that  
certain 87.1115 acre  
tract of land (tract  
3) described in deed  
to Lucas real estate,  
LLC, as recorded in  
instrument 20111-  
0140011-01190,  
Deed Records, Col-  
lin County, Texas,  
said 25.950 acre  
tract being more  
particularly de-  
scribed by meets and  
bounds as follows;  
  
BEGINNING AT A  
½ inch iron rod with  
cap stamped "5439"  
found for the south-  
west corner of said  
87.1115 acre tract  
and an interior ell  
corner of a 220.773  
acre tract of land de-  
scribed in deed to DR  
Horton-Texas, Ltd,  
as recorded in instru-  
ment 20110-830000-  
915300 of said  
Deed of Records;  
  
Thence North 01 de-  
grees 12 minutes 35  
seconds West, a dis-  
tance of 1318.46 feet  
to a ½ inch iron rod  
found for an inte-  
rior ell corner of said  
87.1115 acre tract;

THENCE North 89  
degrees 11 minutes  
11 seconds East, a  
distance of 862.05  
feet to a ½ inch iron  
rod found for an inte-  
rior ell corner of said  
87.1115 acre tract;  
  
THENCE South 00  
degrees 31 minutes  
30 seconds East, with  
the southerly east  
line of said 87.1115  
acre tract, a distance  
of 645.34 feet to  
a point for corner;  
  
THENCE North 88  
degrees 57 minutes  
30 seconds East, a  
distance of 1.52 feet  
to a 5/8 inch iron rod  
with a cap stamped  
"DCA" found for the  
northwest corner of a  
5.00 acre tract of land  
described in deed to  
Lucas Real Estate,  
LLC, as recorded  
in instrument 2014-  
00107000-014490 of  
said Deed Records  
and the southwest  
corner of a 5.000  
acre tract of land  
described in deed to  
Lee G. Bauer and  
Betty A. Bauer, as  
recorded in volume  
1939, page 668 of

said Deed Records;  
  
THENCE South  
00 degrees 09 min-  
utes 30 seconds  
East, with the West  
boundary line of  
said 5.00 acre Lucas  
Real Estate tract, a  
distance of 213.79  
feet to a ½-inch  
iron pipe found for  
the most southern  
southeast corner of  
said 87.1115 acre  
tract and an exterior  
ell corner of said  
220.733 acre tract;  
  
THENCE South 89  
degrees 03 minutes  
30 seconds West,  
with a common  
boundary line of said  
87.1115 acre tract  
and said 220.733  
acre tract, a distance  
of 1308.33 feet to  
the point of BEGIN-  
NING AND CON-  
TAINING 1,130,375  
square feet or  
25.950 acres of land.  
  
I, Kathy Wingo, City  
Secretary of the City  
of Lucas, Texas, do  
hereby publish this  
notice in accordance  
with law and have  
on file in my office  
the service plan for

such annexation.  
  
Kathy Wingo,  
TRMC, MMC  
City Secretary  
5-1t-173-1925



**City of Lucas  
Council Agenda Request  
Meeting Date: June 26, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Adjournment.

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

N/A

**Budget/Financial Impact:**

N/A

**Motion:**

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