



PUBLIC NOTICE
City Council Meeting
July 17, 2014, 7:00 PM
City Hall - 665 Country Club Road

Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, July 17, 2014, 7:00 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

Agenda

Call to Order

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

Citizens' Input

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

1) Citizens' Input.

Community Interest

2) Items of Community Interest.

a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. **[Fisher/Foerster]**

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.

- 3) 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. **[This is the 2nd Public Hearing, the 1st Public Hearing was held on June 26, 2014] [Hilbourn]**

- 4) 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. **[This is the 2nd Public Hearing, the 1st Public Hearing was held on June 26, 2014] [Hilbourn]**

- 5) 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. **[This is the 2nd Public Hearing, the 1st Public Hearing was held on June 26, 2014] [Hilbourn]**

- 6) Public Hearing/Discuss and consider an amendment to the City of Lucas' Code of Ordinances, Chapter 14, Zoning, Subsection 14.04 "Supplementary Regulations", Division 2. Off-Street Parking and Loading by creating Sec. 14.04.039 concerning off-site parking allowing such alternative location of required parking space off-site. **[This is the 2nd Public Hearing, the 1st Public Hearing was held on June 12, 2014 by the Planning & Zoning Commission] [Hilbourn]**

Consent Agenda

The Consent Agenda is used to increase the efficiency of time. All items listed under the Consent Agenda may be considered by a single motion, second and passage by a majority vote of the Council present at the time of consideration. Any member of Council may remove an item from the Consent Agenda prior to a motion to act upon the agenda.

7) Consent and Approve:

- a) The minutes from the June 19, 2014 City Council and the June 26, 2014 City Council Special meetings. **[Wingo]**
- b) Calling for two (2) Public Hearings regarding the Tax Rate and Fiscal Year Budget for 2014-2015, 1st Public Hearing to be held on August 21, 2014 and the 2nd Public Hearing to be held on September 4, 2014. **[Exum]**
- c) Amendment No. 9 to the Interlocal Agreement for the Jail Services between the City of Lucas and Collin County, with all terms and conditions of the agreement to remain in full force and effect, for a period of one (1) year, ending September 30, 2015. **[Clarke]**

Regular Agenda

- 8) Discussion and possible action regarding employee compensation and benefits for fiscal year 2014/2015 including the Texas Municipal

Retirement System Cost of Living Adjustment, participation in social security, participation in the Texas Emergency Services Retirement System for specified Fire Department staff members, merit raises, cost of living adjustment (COLA), sick time accrual, long-term disability insurance and conducting a market survey. **[Clarke/Meehan]**

- 9) Discuss and consider the approval of an agreement between the City of Lucas and Verizon to allow communication equipment to be located on the ground license north of the Winningkoff water tower; and authorize the City Manager to execute said agreement and memorandums. **[Foerster]**
- 10) Discuss and consider an update to the Thoroughfare Plan dated July 17, 2014. **[Foerster]**
- 11) Discussion and give direction to staff regarding extending the city's nuisance ordinance into the ETJ. **[Hilbourn]**
- 12) Discuss and consider a request by Todd Winters on behalf of Lucas Christian Academy (LCA) for a Development Agreement to pay required impact fees over a five year period with the first payment of \$14,840.20 due in January 2015 and the final payment of \$14,840.20 due in January 2019. **[Hilbourn]**
- 13) Discuss and consider a request by Mike Phipps on behalf of Lucas Christian Academy (LCA) for an extension on the time to allow for the installation of turn lanes until summer of 2015. **[Hilbourn]**
- 14) Discuss and consider a request submitted by Steve Lenart for a Development Agreement between the City of Lucas and CDAG Lewis Park LLC regarding the dedication of 5.5 acres of land to the City for parks in consideration for number of lots and parks fees. **[Hilbourn]**

15) Discuss and consider the establishment of the Service Tree Program to honor those individuals that have provided extraordinary service to the community. [Mark]

16) 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, July 11, 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, July 11, 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.

LUCAS CITY COUNCIL MEETING

Meeting Date: July 17, 2014

AGENDA ITEM:

- Call to Order
- Roll Call

	Present	Absent
Mayor Rebecca Mark	<input type="checkbox"/>	<input type="checkbox"/>
Seat 1 CM Wayne Millsap	<input type="checkbox"/>	<input type="checkbox"/>
Seat 2 CM Jim Olk	<input type="checkbox"/>	<input type="checkbox"/>
Seat 3 CM Steve Duke	<input type="checkbox"/>	<input type="checkbox"/>
Seat 4 CM Philip Lawrence	<input type="checkbox"/>	<input type="checkbox"/>
Seat 5 CM Debbie Fisher	<input type="checkbox"/>	<input type="checkbox"/>
Seat 6 MPT Kathleen Peele	<input type="checkbox"/>	<input type="checkbox"/>
- Determination of Quorum
- Reminder to silence cell phones
- Pledge of Allegiance

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: July 17, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Citizens' Input.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

No action required.



**City of Lucas
Council Agenda Request
Meeting Date: July 17, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Items of Community Interest.

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas.
[Fisher/Foerster]

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

No action required.



City of Lucas
Council Agenda Request
Meeting Date: July 17, 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 is the 2nd Public Hearing, 1st Public Hearing was held on June 26, 2014 by the City Council.

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:

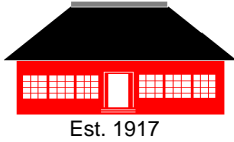
Loss to the water revenue fund estimated \$6,000 annually.

Recommendation:

Approve the annexation as presented.

Motion:

No action required, an ordinance will be brought back at the August 7th City Council meeting for consideration.



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;

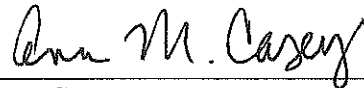
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LOVEJOY INDEPENDENT SCHOOL DISTRICT:

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 20th 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 26th day of June, 2014, and a second public hearing will begin at 7:00 PM on the 17th 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



**City of Lucas
Council Agenda Request
Meeting Date: July 17, 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:

This is the 2nd Public Hearing, the 1st Public Hearing was held on June 26, 2014 by the City Council.

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, an ordinance will be brought back at the August 7th City Council meeting for consideration.

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.

SURVEY: SEE PLAT

LOCATION: LUCAS, COLLIN COUNTY, TEXAS

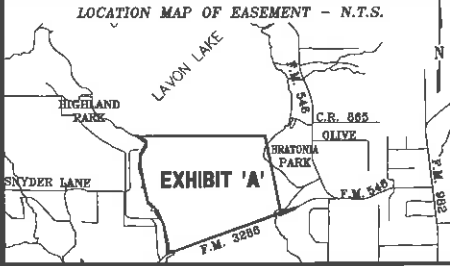
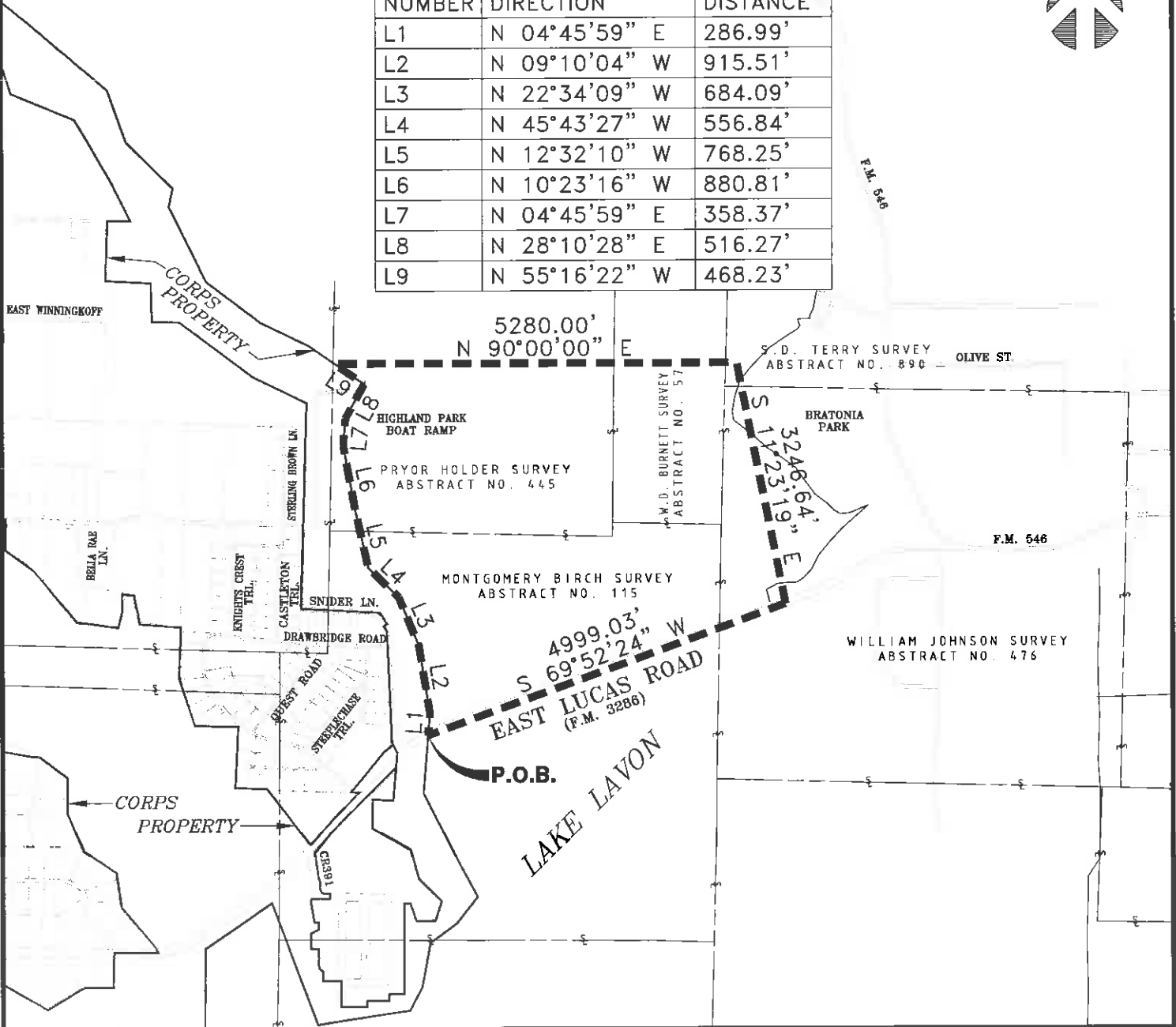
PLAT OF EXHIBIT 'A': 483.50 ACRES ANNEXATION PARCEL

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

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

Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, August 15, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

Agenda

Call to Order

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

Citizens' Input

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

1) Citizens' Input.

Community Interest

2) Items of Community Interest.

Regular Agenda

- 3) Discuss and Consider 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]**

Public Hearings

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

- 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) **[1st Public Hearing, 2nd Public Hearing will be held on September 5, 2013] [Exum]**
- 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. 1st Public Hearing, 2nd Public Hearing will be held on September 5, 2013] [Exum]**
- 6) Public Hearing/Discuss and Consider the unilateral annexation of a property in Collin County, Texas, BEING A TRACT OF PARCEL 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. **[1st Public Hearing, 2nd Public Hearing will be held on September 5, 2013] [Hilbourn]**

- 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. **[1st Public Hearing, 2nd Public Hearing will be held on September 5, 2013] [Hilbourn]**

- 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. **[1st Public Hearing, 2nd Public Hearing will be held on September 5, 2013] [Hilbourn]**

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

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]**

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]**

16) Discuss and Consider the approval of a contract between the City of Lucas and Collin County, Texas, for Fire Protection Services in Unincorporated Fire District. **[Kitchens]**

17) Adjournment.

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

Approval

Approved by: Mayor Rebecca Mark, August 9, 2013.

Certification

I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, August 9, 2013, as required in accordance with Government Code §551.041.

Kathy Wingo, TRMC, MMC
City Secretary

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



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

Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, August 15, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

Supplemental Agenda

- 1) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Megatel Homes III, LLC. **[Hilbourn]**

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, August 9, 2013.

Certification

I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, August 9, 2013, as required in accordance with Government Code §551.041.

Kathy Wingo, TRMC, MMC
City Secretary

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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 26th day of June, 2014 and a second public hearing will begin at 7:00 P.M. on the 17th 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



**City of Lucas
Council Agenda Request
Meeting Date: July 17, 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 is the 2nd Public Hearing, 1st Public Hearing was held on June 26, 2014 by the City Council.

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, an ordinance will be brought back at the August 7th City Council meeting for consideration.

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.

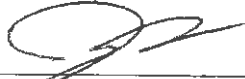
PETITION REQUESTING ANNEXATION:
TERRITORY IN WHICH THERE ARE
FEWER THAN THREE (3) VOTERS

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

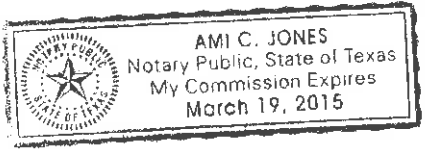
Signature

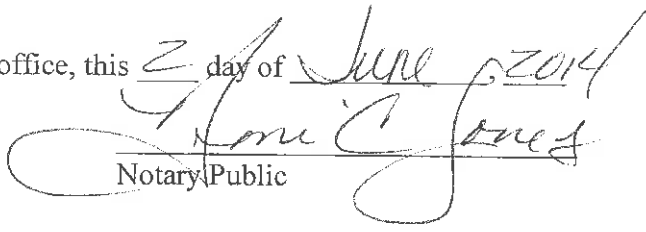
Printed Name

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

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 ETJ
LUCAS CITY LIMITS

LUCAS CITY LIMITS
LUCAS ETJ

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

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'

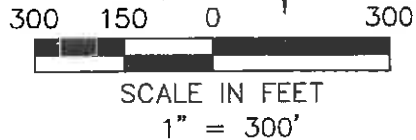


EXHIBIT "A"

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).



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 8th day of January, 2014.

City of Lucas, Texas

By: *Rebecca Mark*
Rebecca Mark, Mayor

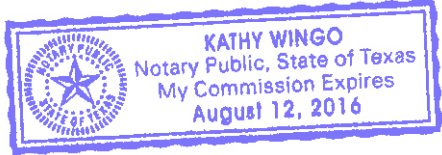
Approved as to Form:



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 8th 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;

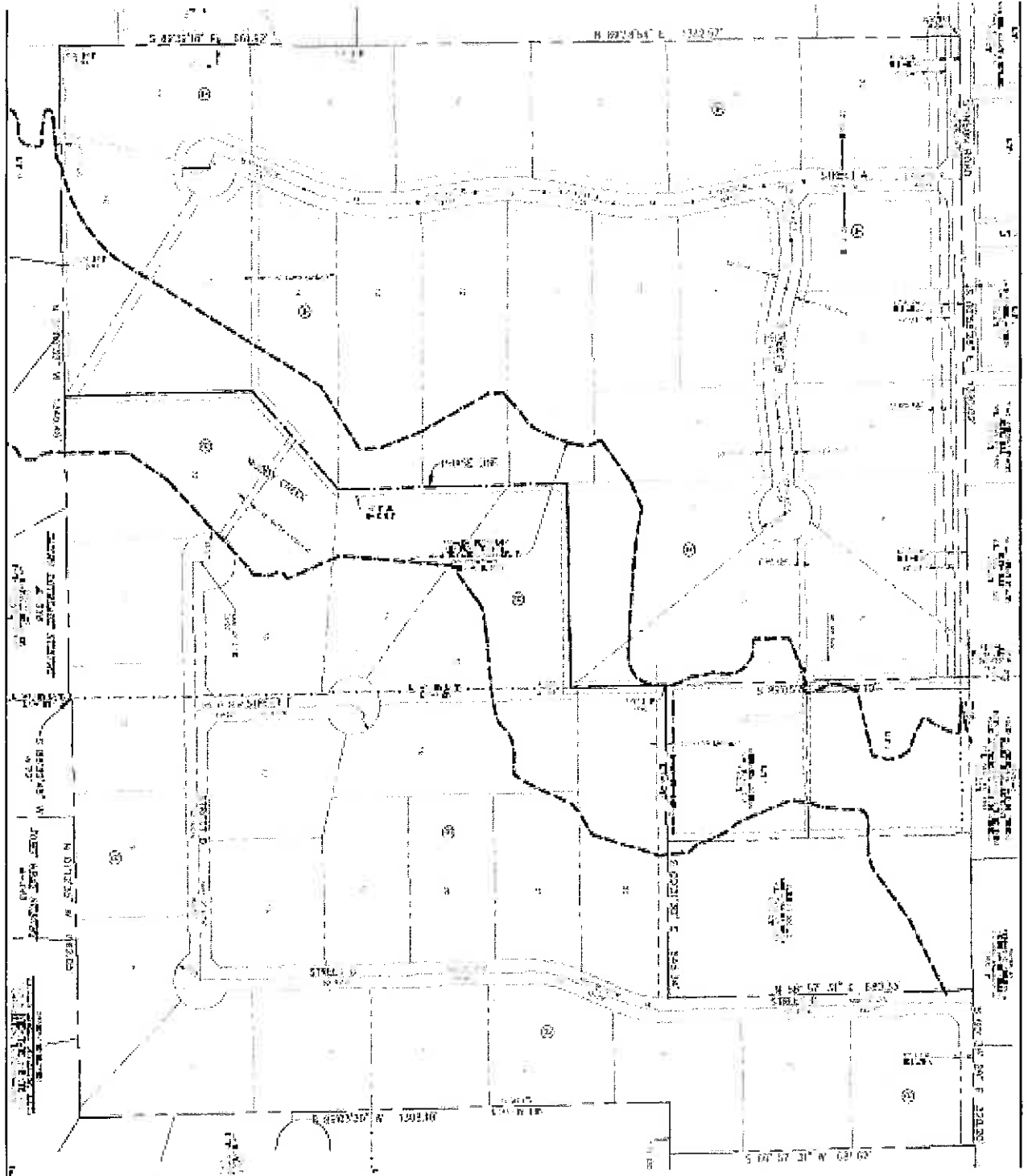
THENCE South 88 degrees 39 minutes 48 seconds West, with the common boundary line of said 59.030 acre tract and said 86.548 acre tract, a distance of 4.72 feet to a point for corner;

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**



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 26th day of June, 2014 and a second public hearing will held at 7:00 PM on the 17th 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



City of Lucas
City Council Agenda Request
Meeting Date: July 17, 2014

Name & Title of Requestor: Joe Hilbourn, Development Services Director

Agenda Item:

Public Hearing/Discuss and consider an amendment to the City of Lucas' Code of Ordinances, Chapter 14, Zoning, Subsection 14.04 "Supplementary Regulations", Division 2. Off-Street Parking and Loading by creating Sec. 14.04.039 concerning off-site parking allowing such alternative location of required parking space off-site.

Background Information:

This is the 2nd Public Hearing, 1st Public Hearing was held on June 12, 2014 by the Planning & Zoning Commission.

This code change is in response to an agreement between the city and school district requiring more parking spaces at Lovejoy high school.

The parking currently at Lovejoy high school is adequate to serve the daily needs of the school. The reason more parking is required is the stadium. At times because of the size and seating of the football stadium the school has more traffic than the current number of spaces can handle. Instead of requiring more spaces staff recommends allowing use of the schools other facilities like Willow Brook Middle school and a shuttle service instead of parking spaces.

Currently the city's requirements are off-site parking is it is not permitted. Staff is recommending a change to allow for off-site parking.

Sec. 14.04.039 Off-site parking

Required parking for a development may be located off-site when authorized by City Council following a recommendation by the Planning and Zoning Commission. The City Council may authorize such alternative location of required

parking space, along with any conditions determined necessary to promote safety and as well adequately serve the public interest, subject to the following condition:

- A. Except for location, all other requirements relating to off-street parking shall be met;
- B. Such space shall be conveniently usable without causing unreasonable;
 - 1. Hazard to pedestrians;
 - 2. Hazard to vehicular traffic;
 - 3. Traffic congestion; or
 - 4. Detriment to the appropriate use of other properties in the vicinity;
- C. A written agreement shall be drawn to the satisfaction of the City Attorney and executed by all parties concerned, assuring the continued availability of the off-street parking facility for the development it is intended to serve, subject to a minimum of the following conditions.
 - 1. Shuttling service provided to and from the offsite parking location starting a minimum of one hour prior to start of the event and for a minimum of one hour following the event.
 - 2. Advertisement posted three business days prior to the event disclosing site of off-site parking and shuttle service.

Attachments/Supporting Documentation:

- 1. Public Hearing Notice

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

No action required, an ordinance will be brought back at the August 7th City Council meeting for consideration.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will conduct a second Public Hearing on Thursday, July 17, 2014 at 7:00 p.m. in the City Council Chambers, 665 Country Club, Lucas, Texas to consider a change to the Code of Ordinances as follows:

Sec. 14.04.039 Off-site parking

Required parking for a development may be located off-site when authorized by City Council following a recommendation by the Planning and Zoning Commission. The City Council may authorize such alternative location of required parking space, along with any conditions determined necessary to promote safety and as well adequately serve the public interest, subject to the following condition:

- A. Except for location, all other requirements relating to off-street parking shall be met;
- B. Such space shall be conveniently usable without causing unreasonable;
 - 1. Hazard to pedestrians;
 - 2. Hazard to vehicular traffic;
 - 3. Traffic congestion; or
 - 4. Detriment to the appropriate use of other properties in the vicinity;
- C. A written agreement shall be drawn to the satisfaction of the City Attorney and executed by all parties concerned, assuring the continued availability of the off-street parking facility for the development it is intended to serve, subject to a minimum of the following conditions.
 - 1. Shuttling service provided to and from the offsite parking location starting a minimum of one hour prior to start of the event and for a minimum of one hour following the event.
 - 2. Advertisement posted three business days prior to the event disclosing site of off-site parking and shuttle service.

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

Kathy Wingo, TRMC, MMC
City Secretary



**City of Lucas
Council Agenda Request
Meeting Date: July 17, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Consent and approve:

- a) The minutes from the June 19, 2014 City Council and June 26, 2014 City Council Special meetings. [**Wingo**]
- b) Calling for two (2) Public Hearings regarding the Tax Rate and Fiscal Year Budget for 2014-2015, 1st Public Hearing to be held on August 21, 2014 and the 2nd Public Hearing to be held on September 4, 2014. [**Exum**]
- c) Amendment No. 9 to the Interlocal Agreement for Jail Services between the City of Lucas and Collin County, with all terms and conditions of the agreement to remain in full force and effect, for a period of one (1) year, ending September 30, 2015. [**Clarke**]

Background Information:

- 07a – administrative approval.
- 07b – two public hearings must be held each year to allow for citizens input on the Tax Rate and Fiscal Year Budget.
- 07c - this is an annual approval of the Interlocal Agreement for Jail Services, all terms and conditions to remain the same. The rate is \$69.79 per person, per day or part of a day.

Attachments/Supporting Documentation:

- 1. 07a, Minutes from the June 19, 2014 City Council meeting.
- 2. 07a, Minutes from the June 26, 2014 City Council Special meeting.
- 3. 07c, Interlocal Agreement for Jail Services.

Budget/Financial Impact:

07a – N/A

07b – N/A

07c - \$69.79 per person, per day or part of a day.

Recommendation:

N/A

Motion:

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



**City Council Meeting
June 19, 2014, 7:00 PM
City Hall - 665 Country Club Road
Minutes**

Call to Order

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

Present or (Absent):

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

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Philip Lawrence

Staff Present:

City Manager Joni Clarke
Fire Chief Jim Kitchens
Development Services Director Joe Hilbourn

City Secretary Kathy Wingo

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.
Boy Scout Brady Duke led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

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

Community Interest

2) Items of Community Interest.

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. **[Fisher/Foerster]**

Nathan Bullard, Mr. Big's Fireworks, and Mr. John Hafen, Mr. Big's attorney, came forward to update on the July 4th activities. It is no longer being viewed as a mass gathering by Collin County. There will be 15 license peace officers between the Burch Fireworks and Mr. Big's Fireworks who will be directing traffic. Permits have been issued from TxDot to set up barricades necessary. This update has been given to Collin County Commissioners Court who appeared to be satisfied.

Councilmember Debbie Fisher stated the NTMWD board meeting is next week. There is no change in the lake levels, therefore, Stage 3 Water Restrictions continue.

Boy Scout Brady Duke came forward and stated that he is working on citizenship badge.

Consent Agenda

The Consent Agenda was presented for consideration and action.

MOTION: Councilmember Jim Olk made a Motion to approve the Consent Agenda as presented. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

3) Consent and Approve:

- a) The minutes from the June 5, 2014 City Council Regular meeting. **[Wingo]**
- b) **Resolution # R-2014-06-00422** a resolution of the City Council of the City of Lucas, Collin County, Texas, hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the "Applicant" in dealing with Collin County, hereinafter referred to as "Grantor," for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program, hereinafter referred to as the "Program"; certifying that the "Applicant" is eligible to receive program assistance; certifying that the

- “Applicant” matching share is readily available; and dedicating the proposed site for permanent public park and open space uses; and providing for an effective date. **[Hilbourn]**
- c) An Interlocal Agreement between the City of Lucas and Lovejoy Independent School District concerning Emergency Medical Services being provided by the City of Lucas at all Lovejoy Independent School District home games (Varsity, Junior Varsity and Middle School). **[Kitchens]**
 - d) An Interlocal Agreement between the City of Lucas and TML Multistate Intergovernmental Employee Benefits Pool concerning employee healthcare benefits. **[Meehan]**
 - e) A COBRA Continuation of Coverage Administrative Agreement between the City of Lucas and TML Multistate Intergovernmental Employee Benefits Pool concerning the requirements of Continuation of Coverage of healthcare benefits as required by Federal law. **[Meehan]**

Regular Agenda

4) Update on Stormwater program. **[Hilbourn]**

Update only, no action required.

5) Discuss and consider a professional services agreement with Kimley-Horn & Associates, Inc. for W. Lucas Road at Lewis Lane Capacity Analysis and Traffic Signal Timing Evaluation at the Southview Drive and Country Club Road intersections with Lucas Road; and to authorize the City Manager to execute said agreement in the amount not to exceed \$11,000.00. **[Hilbourn/Foerster]**

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve the professional services agreement with Kimley-Horn & Associates, Inc. for W. Lucas Road at Lewis Lane Capacity Analysis and Traffic Signal Timing Evaluation at the Southview Drive and Country Club Road intersections with Lucas Road; and to authorize the City Manager to execute said agreement in the amount not to exceed \$11,000.00. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 6) Discuss and consider the Microsoft Platform Licensing upgrade in the amount of \$29,953, authorize the City Manager to purchase and execute agreements approved to form by the city attorney for the upgrade, and adjust the FY 13-14 budget accordingly. **[Clarke/Foerster]**

MOTION: Councilmember Jim Olk made a Motion to approve the Microsoft Platform Licensing upgrade in the amount of \$30,000, authorize the City Manager to purchase and execute agreements approved to form by the city attorney for the upgrade, and adjust the FY 13-14 budget accordingly. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 7) Discuss and consider the award of a bid and enter into an agreement for the Central Fire Station Addition Project and authorize the Mayor to execute the contract. **[Hilbourn]**

MOTION: Councilmember Debbie Fisher made a Motion to choose Alternate # 2 and award the bid to Speed Fab-Crete in amount not to exceed \$ 2,155,101 and authorize the city attorney and city manager to negotiate an agreement for the Central Fire Station Addition Project and authorize the Mayor to execute the agreement. Councilmember Jim Olk seconded the Motion. There was further discussion, then Motions were withdrawn.

MOTION: Councilmember Debbie Fisher made a Motion to accept Option # 2, which include Addendum #1, and to award the bid to Speed Fab-Crete in amount not to exceed \$ 2,155,101 and authorize the city attorney and city manager to negotiate an agreement for the Central Fire Station Addition Project and authorize the Mayor to execute the agreement. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

- 8) Discuss and consider the approval of a Development Agreement between the City of Lucas and Lucas Christian Academy concerning a request to waive or defer required impact fees until start of the second phase of construction. **[Hilbourn]**

MOTION: Councilmember Jim Olk made a Motion to direct staff to bring back a payback proposal, not to exceed five years. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

- 9) Discuss and consider allowing staff to move forward with annexations for Edgewood Estates, Claremont Springs Phase 2, Cimarron, and two lots containing fireworks stands on E. Lucas Road. [**Hilbourn**]

MOTION: Councilmember Wayne Millsap made a Motion authorizing staff to move forward with annexations for Edgewood Estates, Claremont Springs Phase 2, Cimarron, and three lots containing fireworks stands on E. Lucas Road. Councilmember Jim Olk seconded the Motion. Motion failed. Vote: 3-4, Councilmember(s) Fisher, Duke, Peele, and Lawrence voting NAY.

MOTION: Councilmember Debbie Fisher made a Motion to annex the two parcels where the fireworks stands are located on E. Lucas Road. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 5-2, Councilmember(s) Duke and Lawrence voting NAY.

- 10) Discuss and consider the use of city facilities for non-city business meetings and events. [**Wingo/Clarke**]

MOTION: Councilmember Jim Olk made a Motion to the public use of the City Council Chambers during regular business hours from 8:00 am to 5:00 pm, Monday through Friday excluding city recognized holidays and weekends. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 11) Adjournment.

MOTION: Councilmember Steve Duke made a Motion to adjourn the meeting at 8:56 p.m. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved by a majority vote of the City Council on July 17, 2014.

Rebecca Mark
Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



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

Call to Order

Mayor Rebecca Mark called the meeting to order at 6:00 p.m.

Present/Absent:

Mayor Rebecca Mark

Councilmember Wayne Millsap

Councilmember Steve Duke (Absent)

Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele

Councilmember Jim Olk (Absent)

Councilmember Philip Lawrence

Staff Present:

City Secretary Kathy Wingo

Development Services Director Joe Hilbourn

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Everyone joined Development Services Director Joe Hilbourn in saying the Pledge of Allegiance.

Public Hearing(s)

- 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]**

The Public Hearing was opened at 6:02 p.m.

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

The Public Hearing was closed at 6:03 p.m.

No action to be taken, 2nd Public Hearing will be held on July 17, 2014.

- 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]**

The Public Hearing was opened at 6:05 p.m.

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

The Public Hearing was closed at 6:05 p.m.

No action to be taken, 2nd Public Hearing will be held on July 17, 2014.

- 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]**

The Public Hearing was opened at 6:06 p.m.

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

The Public Hearing was closed at 6:06 p.m.

No action to be taken, 2nd Public Hearing will be held on July 17, 2014.

Regular Agenda

- 4) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 6:07 p.m. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 5-0.

These minutes were approved by a majority vote of the City Council on July 17, 2014.

Rebecca Mark
Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



Amendment No. Nine (9) _____

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

Vendor: CITY OF LUCAS
665 Country Club Road
Lucas, Texas 75002

Contract Agreement, Jail Services
Agreement 12133-08

Effective Date 10/1/2014

Awarded by Court Order No.: 2003-836-10-31
Amendment # 1 2006-277-03-28
Amendment # 2 2007-760-09-11
Amendment # 3 2008-782-09-23
Amendment # 4 2009-718-09-14
Amendment # 5 2010-545-08-02
Amendment # 6 2011-812-10-10
Amendment # 7 2012-489-08-06
Amendment # 8 2013-706-09-16
Amendment # 9 _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2015, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

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

ACCEPTED BY:

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

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

SIGNATURE
TITLE: Mayor
DATE: July 17, 2014

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE: _____



City of Lucas Council Agenda Request July 17, 2014

Name & Title of Requestor: Joni Clarke, City Manager
Cheryl Meehan, HR Manager

Agenda Item:

Discussion and possible action regarding employee compensation and benefits for fiscal year 2014/2015 including the Texas Municipal Retirement System Cost of Living Adjustment, participation in social security, participation in the Texas Emergency Services Retirement System for specified Fire Department staff members, merit raises, cost of living adjustment (COLA), sick time accrual, long-term disability insurance and conducting a market survey.

Background Information:

The purpose of the agenda item is to provide the City Council with an opportunity to discuss compensation and benefits for the fiscal year 14/15 budget.

Texas Municipal Retirement System (TMRS)

The City of Lucas offer a pension to its full-time employees through the Texas Municipal Retirement System. One of the enhancements that is available through this plan is a Cost of Living Adjustment (COLA) which is currently not included in the City of Lucas' plan. This is an option that provides an increase in the pension annuity received by retirees. The choices that are available include a 30%, 50% or 70% of the change in the Consumer Price Index (CPI) increase from the December before retirement through the December that is 13 months prior to the effective date of the increase. The COLA may be on an annually repeating basis or on an ad hoc basis (ad hoc benefits are one-time enhancements).

TMRS – Cities that participate in the COLA provision:

COLLIN COUNTY CITIES	ANNUITY INCREASE %
----------------------	--------------------

ALLEN	70
ANNA	70
CARROLLTON	50
FARMERSVILLE	70
FRISCO	70
GARLAND	70
MCKINNEY	70
MURPHY	70
PLANO	70
PRINCETON	70
PROSPER	70
RICHARDSON	50
ROYSE CITY	30
SACHSE	70
WYLIE	70

***Out of 852 cities, 549
Participate***

473 have 70%
 48 have 50%
 3 have 40 %
 23 have 30%
 1 has 20%
 1 has 10%

Social Security

City of Lucas employees are affected by the Windfall Elimination Provision which primarily affects an employee who earns a pension from any job where they did not pay Social Security taxes and also worked in other jobs long enough to qualify for a Social Security retirement benefit. Currently the City of Lucas does not participate in Social Security. Any pension received by a City of Lucas employee may reduce future Social Security benefits. The Windfall Elimination Provision affects how the amount of your retirement is calculated because a modified forum is used resulting in a lower Social Security benefit. Should the City of Lucas participate in Social Security? If the City chooses to participate, it would not be able to opt out again at a future date.

Texas Emergency Services Retirement System

The City of Lucas is currently contributing \$60 per month for 27 Fire Department staff members to participate in the Texas Emergency Services Retirement System. It appears that the pension system contract was effective January 1, 2001 and the last amendment effective October 1, 2012 increased the contribution rate from \$50 to \$60 per month. Some of the requirements for administering this pension include:

- Local pension boards must include six trustees comprised from one being selected by the governing body, three from the department and two citizens.
- Boards must annually elect a Chair, Vice-chair and Secretary.
- Local pension boards must hold at least four meetings a year and are subject to the Texas Open Meetings Act.
- Local Boards are responsible for approving all applications for pension benefits.
- The Board shall keep the minutes of its meetings.
- The Board must have a certification of physical fitness for a member enter the system and is responsible to determine that the members comply with the definitions for auxiliary and volunteer members as outlined by the law.

The TESRS (Volunteer Fire Department Retirement) vesting is 100% after 15 years. It is incremented at 50% after 10 years, then 10% increase after each additional year till you reach the 15 year mark and are 100% vested. Should anyone leave prior to vesting the funds go back to the complete pool, not the city that paid the funds, per Eliena Martinez from TESRS. In the June 16, 2014 correspondence, TESRS indicated it had an unfunded liability in excess of 33 million. As of May 2014, six participants are receiving monthly benefits ranging from \$59.56 to \$254.98 per month.

Merit Raises

In section 5.02(1) of the City's Personnel Policies and Administrative Procedures Manual, the City Council as part of its annual budget process will consider the allocation of funds for pay plan adjustments and merit increases. The Council may also consider the allocation of funds for additional merit raises (for example, to award outstanding employees an additional increase or provide merit increase to employees who have already reached the maximum pay grade level.) In section 5.02(5) of the City's Personnel Policies and Administrative Procedures Manual, it states "Employees may receive an additional merit increase upon the approval of the City Manager and if approved by the Council within the annual budget." Does the City Council want to continue to budget for merit increases as a percentage of salary?

Cost of Living Adjustments (COLA)

The purpose of the COLA is to ensure that the purchasing power of the employee is not eroded by inflation. It may be based on the percentage increase in the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers. Using the data for calendar year 2013, this would have been an adjustment of 1.5%. Does the City Council want to consider allocated resources to implement a COLA?

Sick Time

Currently, the City's policy on sick time is that all regular full-time employees will receive 48 hours of sick time and fire department shift employees receive 72 hours with part-time employees receiving a prorated allocation. Sick leave is allocated of the first day of each calendar year and sick leave does not carry over to the next calendar year. Because the City of Lucas does not pay for unused sick leave, there would be no impact on the City's unfunded liability if the City Council would decide to allow for an accrual and carryover of sick leave. Several employees have mentioned that one minor surgery or one bad case of the flu, and they are put in the position of using their vacation time to cover time out of the office for illness or caring for a family member. Further, a "use it or lose it" approach may encourage employees to use their time unnecessarily instead of banking it for a potential future illness. At a minimum, I would recommend allowing an accrual of 80 hours of sick time for regular employees and 120 hours for non-administrative Fire Department employees.

Long-Term Disability

Currently the City of Lucas provides its full-time employees with short-term disability insurance that becomes effective on the 8th day of disability and provides compensation to the disabled employee for 90 days at a rate of 60% of the employee's wages up to a maximum benefit. However, the City of Lucas does not currently offer long-term disability coverage. Long-term disability insurance (LTD) is an insurance policy that protects an employee from loss of income in the event that he or she is unable to work due to illness, injury, or accident for a long period of time. Long term disability insurance does not provide insurance for work-related accidents or injuries that are covered by workers' compensation insurance. However, long-term disability insurance ensures that an employee will still receive a percentage of their income if they cannot work due to sickness or a disabling injury. Long-term disability insurance is an important protection for employees when the U.S. Census Bureau estimates that an employee has a one in five chance of becoming disabled.

Market Study on Compensation

In the fiscal year 14/15 budget, I will be proposing hiring a consultant to complete a comprehensive market study on compensation and benefits. The first step in this process is ensuring the City has updated and accurate job descriptions and City staff is currently working on this. The second step in that process will be working with the City Council on defining who our benchmark cities will be based on specific criteria. Once these two steps are complete, then the consultant will have the ability to perform a market survey.

Attachments/Supporting Documentation:

1. City Guide to USC & COLAs (previously provided to City Council, available upon request)
2. Texas Emergency Services Retirement System
 - a. Contract effective January 1, 2001
 - b. Contract amendment effective October 1, 2008
 - c. Form 200-A Local Board Authorization
 - d. Agenda for March 20, 2009 Meeting
 - e. June 16, 2014 Letter regarding unfunded liability
3. Copy of Group Long-term Disability Insurance Proposal
Note: TML MultiState IEBP proposal through the Standard Insurance Company is being revised to reflect that the City of Lucas does not participate in social security.

Budget/Financial Impact:

Texas Municipal Retirement System COLA - Should the City Council want to pursue this enhancement to the pension plan offered to its employees, the 70% COLA would cost approximately \$60,000 annually and \$45,000 in fiscal year 14/15.

Social Security - This would create an additional expense to the City in the amount of 6.2% of payroll (this would be approximately \$93,000) and an additional expense to the employee of 6.2%

Texas Emergency Services Retirement System for specified Fire Department staff members – because of the substantial unfunded liability (in excess of 33 million), this needs to be carefully evaluated. The proposed fiscal year 14/15 budget included \$19,440 in funding based on 27 participants at a rate of \$60 per month.

Merit Adjustments – Based on past practice, merit adjustments have been budgeted at 3% of total salaries which would be \$50,926.

COLA – Staff is recommending a budget of 2% of total salaries which would be \$34,970.

Sick Time Accrual – no financial impact on budget.

Proposed long-term disability plan – The plan would cover all regular employees working 30 hour per week and provide an income benefit of 60% after 90 days at an estimated annualized cost of \$8,028.

Market Survey – The projected cost for this survey and the creation of a pay plan is \$5,800.

Recommendation:

In section 5.02 of the City's Personnel Policies and Administrative Procedures Manual, it states that all pay increase reviews will be conducted in August or September prior to the adoption of the City's annual budget. Any pay increase associated with a review will become effective the first full pay period in October.

Exceptions will include promotions and transfers, which warrant a higher rate of pay.

Texas Emergency Services Retirement System for specified Fire Department staff members needs to be evaluated.

The City Manager is recommending the implementation of the Texas Municipal Retirement System COLA at the 70% level which would cost approximately \$60,000 annually and \$45,000 in fiscal year 14/15. This would require an ordinance and would be effective on January 1, 2015.

The City Manager is also recommending the budgeting of merit adjustments and a COLA (3% for merit and 2% for COLA) for a total of 5% of total salaries which would be \$85,896.

In addition, an amendment to the personnel policy is recommended to allow sick time to accrue, similar to vacation, and authorizing a carryover balance so employees are protected from a loss in wages during illness. At a minimum, I would recommend allowing an accrual of 80 hours of sick time for regular employees and 120 hours for non-administrative Fire Department employees. By adding long-term disability to the City's benefits package, it would provide an additional layer of protection for our employees. The projected cost for long-term disability coverage is \$8,028.

To facilitate the retention of our talented employees and the implementation of market-based salary levels based on data, it is highly desirable that the City Council fund and authorize the completion of a market survey based on benchmark cities approved by the City Council and the creation of a pay plan. The cost associated with the market survey is projected to be \$5,800 and would need to be included in fiscal year 14/15 budget.

Employee Benefits

Presented by:
TML MultiState
Intergovernmental Employee
Benefit Pool

Proposal And Cost Summary

Prepared for:
City of Lucas
July 8, 2014



Group Long Term Disability Insurance

Standard Insurance Company



How The Standard's Focused Expertise Can Benefit Your Business

At Standard Insurance Company, group Life and Disability insurance aren't add-ons. They're our primary business. For you, our focused expertise means people who understand your needs and employee benefits that work harder to support your goals.

From fast, responsive claims handling to flexible plan designs that help you control costs, we're here to partner with you for the long term. Our proactive approach and solutions can help reduce the workload for your HR team and help you maintain a more efficient and productive workplace.

Key Reasons To Choose The Standard	
Partnership Focus	With The Standard's 40-plus fully-staffed sales and service offices across the country, you can count on a smooth, hassle-free transition, local account resources and personal, responsive service. We're here to minimize your administrative burden and simplify claim management. With access that works the way you work – online, phone or in person – we're easy to reach and quick to follow through.
Long-Term Perspective	We've tailored this proposal to address your needs, today and for the long-term. Need more options? Just ask. We offer millions of possible plan design combinations. We also emphasize giving you the "right rate" from the beginning to avoid a big increase later.
Proactive Approach	We focus on helping employers prevent disabilities, increase employee well-being and maintain a more productive workplace through innovative solutions that deliver measurable results, including: <ul style="list-style-type: none">• Industry-leading Workplace PossibilitiesSM program• Exclusive partnership with Health AdvocateTM• Employee Assistance Program included with our LTD plans• Comprehensive Absence Management services• Flexible Dental and Vision plans

We Keep Our Promises

At The Standard, doing the right thing for our customers is in our DNA. More than 100 years of history and our long track record of financial strength back up our commitment to you and your employees.

Employee Benefits Proposal and Cost Summary

Prepared for City of Lucas on July 8, 2014
Proposed Effective Date of October 1, 2014

Presented By: TML Intergovernmental Employee Benefit P

LTD Plan 1

Covered Members

A regular employee of the Employer working 30 hours per week

Plan

LTD Income Benefit	60%
Insured Predisability Earnings	\$10,000
Maximum Monthly Benefit	\$6,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	90 Days
Maximum Benefit Period	To age 65
Own Occupation Period	24 Months
Guarantee Issue (benefit)	Full Benefit
Employer Contribution	100%

Cost

Members	Volume	X	Rate: Percent of Earnings	=	Monthly Premium	Rate Guarantee
29	\$119,697		0.559		\$669	36 months

- We provide policyholders with a 90-day notice of rate change.

Employee Benefits Proposal and Cost Summary

Prepared for City of Lucas on July 8, 2014
Proposed Effective Date of October 1, 2014

Presented By: TML Intergovernmental Employee Benefit P

Features

- A Rehabilitation Plan Benefit is included. This pays for approved expenses incurred by a disabled member as part of a rehabilitation plan in preparation for a return to work. Expenses may include: training and education, family care, job search and other job-related expenses.
- To simplify administration, The Standard will pay your matching FICA and Medicare taxes and prepare W-2s for members who are receiving LTD benefits.
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- The plan includes a Reasonable Accommodation Expense Benefit that is among the most generous in the industry. This benefit reimburses your expenses toward approved workplace modifications that help members return to work or remain at work.
- The Standard consolidates the filing and management of LTD and Life waiver of premium claims.
- The plan includes E-Contract document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.

Plan Design

- A Rehabilitation Incentive Benefit is included. The LTD benefit amount will be increased by 10% of predisability earnings as long as a disabled member is participating in an approved rehabilitation plan. The LTD benefit may still not exceed the plan maximum benefit amount.
- A Survivors Benefit is included. This provides a lump sum payment equal to three times the LTD benefit without reduction by deductible income.
- Partial disability is covered from the first day of disability.
- The plan includes a 24-month lifetime combined duration for Mental Disorder, Substance Abuse, and Other Limited Conditions limitations.
- The plan includes a 3/12 preexisting condition exclusion.
- Sick leave payable to the disabled member will be used as deductible income.

Assumptions

- The proposed rates assume the group participates in Public Employee Retirement System.
- The proposed rates do not include commissions.
- The proposed rates assume all benefits are 100% taxable.
- The proposed rates assume you participate in a Workers' Compensation plan.
- The proposed rate assumes coverage is not currently in force.
- Proposed rate includes electronic documents.

Conditions

- The proposed rates assume that the lines of coverage will be sold as part of the TML Multistate Employee Benefits Pool.

Employee Benefits Proposal and Cost Summary

Prepared for City of Lucas on July 8, 2014
Proposed Effective Date of October 1, 2014

Presented By: TML Intergovernmental Employee Benefit P

- We require confirmation that you participate in Public Employee Retirement System.

Additional Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard, click here: <https://www.standard.com/eforms/16544.pdf>

Employee Benefits Proposal and Cost Summary

Prepared for City of Lucas on July 8, 2014
Proposed Effective Date of October 1, 2014

Presented By: TML Intergovernmental Employee Benefit P

Producer Compensation Disclosure

We recognize the valuable role of Insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard. Any questions regarding the compensation connected with this proposal should be directed to the producer. Please visit our website at www.standard.com/compensation/eb/ to view our normal commission scales. If this proposal is quoted with a non-standard scale or override it is noted below. An override if noted is compensation paid in addition to or in lieu of commissions. Please consult with your producer for details.

Non-standard commission scale: **Yes**
Override: **N/A**

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is contingent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/compensation/eb/. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Fees: **N/A**

Employee Benefits Proposal and Cost Summary

Prepared for City of Lucas on July 8, 2014
Proposed Effective Date of October 1, 2014

Presented By: TML Intergovernmental Employee Benefit P

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or Standard representative.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate existing policy language, if any. The group contract will contain provisions and defined terms not described in this Benefit and cost summary proposal. The group contract will control if there are discrepancies between it and this proposal.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

This benefit and cost summary proposal expires on October 6, 2014, unless replaced or withdrawn by The Standard.

Employee Benefits Proposal and Cost Summary

Prepared for City of Lucas on July 8, 2014
Proposed Effective Date of October 1, 2014

Presented By: TML Intergovernmental Employee Benefit P

Group Rep and Broker Notes

For Rating Request 1395697 1

Underwriter: Brian Pemberton

Plan	Type	Product	Note
------	------	---------	------

To: The Fire Fighters' Pension Commission
P.O. Box 12577
Austin, TX 78711

FP 102
Merging Department
Revised 5/1/00

TEXAS STATEWIDE EMERGENCY SERVICES RETIREMENT FUND
CONTRACT WITH THE

RECEIVED

LUCAS VOLUNTEER FIRE DEPARTMENT **FEB 21 2001**
IN LUCAS, TEXAS FIRE FIGHTER'S PENSION
COMMISSION

Complying with the provisions of the Texas Statewide Emergency Services Retirement Fund S.B. 411, Acts of the 65th Legislature, Regular Sessions, 1977, we wish to advise that:

1. The LUCAS VFD / COUNCIL Department in LUCAS Texas held a meeting on DECEMBER 4, 2000, and has decided to participate under the provisions of the above Act beginning on JANUARY 2, 2001. (Effective date of entry.)
2. Contributions by the governing body are to be made payable to the "Emergency Services Personnel Retirement Fund S.B. 411" and mailed to the Fire Fighters' Pension Commission. The contributions are to be paid in advance, at least annually, as required by the provisions of S.B. 411.

a. Dues of \$ 12.00 per month will be made in behalf of each participating member, to be paid in advance and at least annually.

b. The lump-sum amount of prior service is \$ 46,245.57 (52,072.71 - 5827.14)

A 10 year payout has been chosen to fund the above prior service accounting to the provisions in Section 11 of the Act under S.B. 411. An interest rate of 7.5% has been assumed in the 10 and 20 year payout method to be actuarially sound. The 3 year payout is interest free.

An amount of \$ 6267.28 will be paid into the "Emergency Services Personnel Retirement Fund S.B. 411" per year for the duration of the above prior service period chosen. The payments are to be made at least annually.

c. An amount of at least \$300/year/retiree and \$200.04/year/spouse will be paid into the "Emergency Services Personnel Retirement Fund S.B. 411" for retirees and spouses merging from the Texas Local Fire Fighters' Retirement Act pension system (formerly H.B. 258), according to the provision in Section 11 (g) of the Act under S.B. 411. Retirees will be paid \$ _____/year. Spouses \$ _____/year.

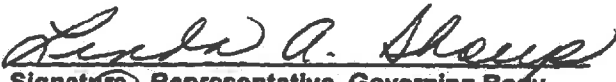
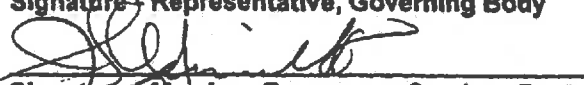



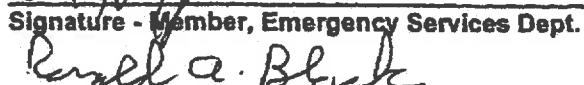
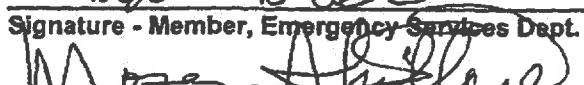
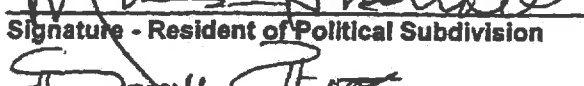
3. A merging department must transfer the funds in its local pension fund account to the S.B. 411 system. The NA department has \$ _____ in its local pension fund. This amount may be used to pay the cost of prior service and/or Texas Local Fire Fighters' Retirement Act pension system (formerly H.B. 258) costs until it is exhausted. Any interest earned on this transfer after the date of entry into S.B. 411 belongs to the pension fund. The department wishes to use its local pension fund to pay The city paid \$ 5827.14 to cover prior service & \$ 46,245.57

Starting 1-1-02 come \$ 6267.28 / yr prior service for 10 yrs


4. The governing entity understands it is responsible for the payment of Texas Local Fire Fighters' Retirement Act pensions when the transfer is exhausted.
5. The membership understands that the signing of this contract rescinds any exemption from the pension law enacted by the governing body and that the department will be bound by Section 12 of the law should it wish to withdraw from the system.

6. Entities that have not participated in a pension system prior to entering S.B. 411 understand that they are bound to the same requirements of the law as are departments which previously belonged to the TLFRA pension plan.

The membership of the Board of Trustees of the Emergency Services Personnel Retirement Fund S.B. 411 of LUCAS, Texas has been duly organized in accordance with the provisions of the Act under S.B. 411 and is composed of the following officials and members of the department.

- | | | |
|----|--|--|
| 1. | 
Signature - Representative, Governing Body | <u>LINDA A. SHOUP</u>
(Name printed or typed) |
| 2. | 
Signature - Member, Emergency Services Dept. | <u>JOHN MINNETT</u>
(Name printed or typed) |
| 3. | 
Signature - Member, Emergency Services Dept. | <u>LEE BAUER</u>
(Name printed or typed) |
| 4. | 
Signature - Member, Emergency Services Dept. | <u>JERRY STRAKA</u>
(Name printed or typed) |
| 5. | 
Signature - Member, Emergency Services Dept. | <u>ED FLEMING</u>
(Name printed or typed) |
| 6. | 
Signature - Member, Emergency Services Dept. | <u>RON BLACK</u>
(Name printed or typed) |
| 7. | 
Signature - Resident of Political Subdivision | <u>MOSES SHILLOW</u>
(Name printed or typed) |
| 8. | 
Signature - Resident of Political Subdivision | <u>DARRELL COATS</u>
(Name printed or typed) |

Respectfully submitted:
(Must have at least one signature)



Mayor (if applicable)

County Judge (if applicable)

District President (if applicable)

Approved By:



Commissioner

2-26-01

Date

RECEIVED
FEB 21 2001
FIRE FIGHTER'S PENSION
COMMISSION

(Seal of Governing Body)



**PENSION SYSTEM CONTRACT AMENDMENT
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
City of Lucas on behalf of the Lucas Volunteer Fire Department**

Effective October 1, 2008

Page 1 of 3

SECTION I. PENSION SYSTEM CONTRACT AMENDMENT

The Office of the Fire Fighters' Pension Commissioner (the "Office") on behalf of the Board of Trustees of the Texas Emergency Services Retirement System ("System") and the City of Lucas (Governing Entity), on behalf of Lucas Volunteer Fire Department ("Participating Department") hereby agree to this Amendment of the Fund Contract effective January 1, 2001

The Contract is amended to increase the participating department contribution rate by \$20 per month per member from \$30 to \$50 effective October 1, 2008. All other terms of the Fund Contract, including any portion of the amended document that is not expressly amended below, remain in effect

SECTION II. AUTHORITY

This Contract is entered pursuant to the statutory authority of the Title 8, Government Code, Subtitle H Texas Emergency Services Retirement System.

SECTION III. PARTIES

This Contract is made and entered into by and between the Participating Department, the Governing Entity, and the Commissioner on behalf of the System. The parties, in consideration of their respective agreements and covenants contained and recited herein, agree to the mutual obligations and performance of the tasks hereafter described, and contract as set forth below.

A. **The Participating Department:** Lucas Volunteer Fire Department is a public entity that performs fire, rescue, or emergency medical services with a mailing address of 151 Country Club Road, Lucas, TX 75002.

B. **The Governing Entity:** The City of Lucas is a municipality of the State of Texas. The billing address is 151 Country Club Road, Lucas, TX 75002.

C. **The Commissioner:** The Office of the Fire Fighters' Pension Commissioner is an agency of the State of Texas and is located at 920 Colorado Street, Austin TX 78711.

SECTION IV. CONTRACT PERIOD

This Contract Amendment is effective October 1, 2008.

SECTION V. AMENDMENT AND ASSIGNMENT

Except as otherwise provided herein, any amendment or other modification of any term of this Contract must be in writing and signed by parties

PENSION SYSTEM CONTRACT AMENDMENT
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
City of Lucas on behalf of the Lucas Volunteer Fire Department

Effective October 1, 2008

Page 2 of 3

SECTION VI. WITHDRAWAL FROM THE PENSION SYSTEM

A governing body that has elected to participate in this system may not rescind that election.

SECTION VII. SERVICES PROVIDED BY THE PENSION SYSTEM

A. The System shall provide pension, disability and survivor benefits provided by the Texas Emergency Services Retirement System to each person who performs service as a volunteer and auxiliary member of the Participating Department. The administration of the System is governed by the System rules (Texas Administrative Code Title 34, Part 11, Chapters 302, 304, 306, 308, and 310.)

SECTION VIII. REQUIRED CONTRIBUTIONS AND REPORTS

A. The Governing Entity shall make monthly contributions on behalf the Participating Department in the amount of \$50.00 per active member in the participating department.

B. The Governing Entity shall reimburse the Office for all TLFFRA pension payments made on behalf of the Governing Entity.

C. Membership Reconciliation Report

1. The Commissioner shall send to the Chairman of the Local Board of Trustees of each participating department, 30 days before the last day of the quarter, a pension roster report detailing the name of each member of the department who is identified as a member of the retirement system, and a summary of contribution charges and credits. This pension roster report will fully disclose the basis for the billing.

2. The Chairman of the Local Board of Trustees or department head shall review the accuracy of the pension roster report. To add or terminate members incorrectly identified in the pension roster report, departments must file appropriate personnel forms to add or terminate members.

3. To facilitate the collection of member contributions, the Chairman of the Local Board of Trustees of each participating department, before 10 days of the last day of the quarter, shall file with the Commissioner a certified membership roster that states the name of each member of the department who is a member of the retirement systems.

D Billing.

1. The Commissioner shall bill governing entities on a quarterly basis on the last business day of November, February, May, and August

RECEIVED
JUN 11 2008
CITY OF LUCAS
COMMUNITY DEVELOPMENT DEPARTMENT

PENSION SYSTEM CONTRACT AMENDMENT
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
City of Lucas on behalf of the Lucas Volunteer Fire Department

Effective October 1, 2008

Page 3 of 3

2. To receive payment, the Office shall submit an invoice summarizing contribution charges to the billing address of the Governing Entity.

3. The Commissioner shall bill the governing entity for:

- a) Monthly contributions for participating members,
- b) Prior service contributions.
- c) TLFFRA pension payments on behalf of the department,
- d) Late payment interest charges,
- e) Administrative penalties, and
- f) Other appropriate charges

E. Payments are due within 30 days after the invoice date. Late payments accrue interest at the most recent assumed actuarial rate of return on investments of the fund.

SECTION IX. GOVERNING LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Texas. Venue for the resolution of any and all litigation arising under this Contract shall be in the courts of competent jurisdiction in Austin, Travis County, Texas

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Contract to be executed by their duly authorized officers or other representatives

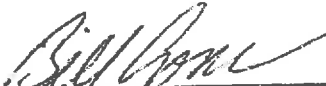
THE OFFICE OF THE FIRE FIGHTERS'
PENSION COMMISSIONER



Lisa Ivie Miller, Commissioner


Date 6-9-09

CITY OF LUCAS



Bill Carmickle, Mayor
Date: 6-1-09

LUCAS VOLUNTEER FIRE DEPARTMENT



Jim Kitchens, Chairman

Date 6-1-09

PL

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
FORM 200-A: LOCAL BOARD AUTHORIZATION FORM

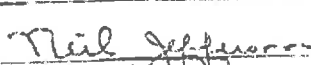
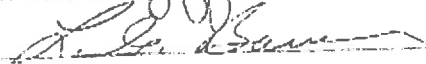
PLEASE TYPE OR CLEARLY PRINT AND SUBMIT THE ORIGINAL OF THIS FORM TO THE ADDRESS OR FAX NUMBER AT THE BOTTOM OF THE PAGE.

DEPARTMENT NAME Lucas Fire Dept
--

THE FOLLOWING INDIVIDUALS HAVE AUTHORITY TO ACCESS AND MODIFY PENSION INFORMATION AND TO COMPLETE REQUIRED ON-LINE REPORTING ON BEHALF OF THE LOCAL BOARD OF TRUSTEES.

REQUIRED CONTACTS			
1. PRIMARY PENSION ADMINISTRATOR			
NAME (Last, First, MI)	Conrad, Randy	TITLE	Battalion Chief
MAILING ADDRESS CITY ST ZIP CODE	1075 Honeysuckle Lucas Tx 75002	EMAIL ADDRESS	rconrad@lucasfire.com
		PHONE NO	469 446 2930
		FAX NO.	972-727-0091
2. ACCOUNTS PAYABLE CONTACT			
NAME (Last, First, MI)	Gipson, Alicia	TITLE	Finance
ORGANIZATION NAME	City Of Lucas	EMAIL ADDRESS	agipson@lucastexas.us
MAILING ADDRESS CITY ST ZIP CODE	665 Country Club Lucas Tx 75002	PHONE NO	972-727-8999
		FAX NO.	972 727 0091
3. BOARD CHAIR (REQUIRED IF NOT ACTING PRIMARY PENSION ADMINISTRATOR)			
NAME (Last, First, MI)	Jefferson Neil	TITLE	CHAIR
MAILING ADDRESS CITY ST ZIP CODE	240 Arthur Court Lucas TX 75002	EMAIL ADDRESS	
		PHONE NO	972 941-6909
		FAX NO.	

OPTIONAL CONTACT			
4. ALTERNATE PENSION ADMINISTRATOR (OTHER BOARD MEMBER OR GOVERNMENTAL ENTITY REPRESENTATIVE)			
NAME (Last, First, MI)	Bauer, Lee	TITLE	Captain
MAILING ADDRESS CITY ST ZIP CODE	15 Prado Verde Lucas Tx 75002	EMAIL ADDRESS	lbauer@lucasfire.com
		PHONE NO	972-442-3075
		FAX NO.	972-727 0091

AUTHORIZED SIGNATURE CARD OF LOCAL BOARD CHAIR, VICE-CHAIR, AND SECRETARY		
This Authorized Signature Card designates individuals with direct authority and related responsibility to sign personnel and other retirement forms on behalf of the department. This signature card and the on-line authority provided to the individuals identified above are valid through the end of each calendar year.		
BOARD OFFICER'S SIGNATURE	BOARD OFFICER'S TITLE	DATE OF SIGNATURE
X 	Chair	2/22/11
X 	Vice-Chair	2/22/11
X	Secretary	



OFFICE OF THE FIRE FIGHTERS' PENSION COMMISSIONER
 TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
 P.O. BOX 12577 AUSTIN TEXAS 78711-2577 (800)919 3372 FAX (512) 475-2430
<http://www.ffpc.state.tx.us> email to: info@ffpc.state.tx.us
 Form: FFPC 200-A Revised 12/2005

FORM200ATES

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Form-8-1-nk8-1111 11 21:2209 02-23-2011



PUBLIC NOTICE
Local Firefighter Pension
Commission Meeting
March 23, 2009, at 7:00 PM
Fire Station - 165 Country Club Road

Notice is hereby given that a meeting of the Local Firefighter Pension Commission of the City of Lucas will be held on Monday, March 23, 2009, at 7 PM at the Lucas City Fire Station, 165 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

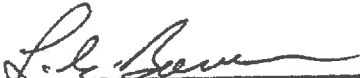
Regular Agenda

- 1) Discuss and Consider the approval of the minutes from the January 24, 2009 Local Firefighter Pension Commission Meeting.
- 2) Discuss and Consider the approval of Kristy Hall to serve as a member of the Local Firefighter Pension Commission.
- 3) Discuss and Consider the election of a Chairman.
- 4) Review and Discuss the qualification standard.
- 5) Discuss and Consider the approval of the retroactive pension contribution increase.
- 6) Adjournment.

As authorized by Section 551.074 of the Texas Government Code, the Local Firefighter Pension Commission may convene into closed Executive Session for the purpose of evaluating the performance of fire department personnel.

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, March 20, 2009, as required in accordance with Government Code §551.041.



Co-Chairman



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.

RECEIVED

APR 16 2009

FIRE FIGHTER'S PENSION
COMMISSION

Page 2 of 2



TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

June 16, 2014

Department Partners:

Upon careful examination of System studies and public comment, and after extensive deliberation on options to address the System's unfunded liability, on Thursday June 12th, the Board of the Texas Emergency Services Retirement System voted unanimously to adopt proposed changes to rule §310.6 relating to Local Contributions.

This rule change creates a new mechanism (Part Two contribution) to address the System's unfunded liability and keep the program secure for the future. The Part Two portion of the contribution will be for the sole purpose of keeping the System actuarially sound. It is not for administrative costs and is limited to no more than 15% of an individual department's monthly member contribution (now called Part One).

Benefits were not reduced in order to continue to protect firefighters, first responders and their families, and to make certain that the program remains a valuable recruiting and retention tool for departments.

What was the problem that needed to be solved?

There are statutory and financial guidelines that require pension systems to predict whether or not they can pay their current and future liabilities within an acceptable amount of time, which is generally no more than thirty years.

The System has liabilities that it cannot pay within any acceptable amount of time, due to losses that occurred in 2008 and previous plan benefits that were too rich when compared to member contributions at that time. The Board was compelled to immediately address the unfunded liability, which is in excess of \$33 million because the last actuarial valuation report showed the System was not actuarially sound. Without action, there was no guarantee of retirement benefits for new members coming into the System.

Because our investment returns are already exceptional, with the System consistently ranking in the top five percent among peer pension group earnings, changes to our investment strategy wasn't an option to address the issue. In addition, the State of Texas has contributed its required statutory share towards the unfunded liability. Historically, the only remaining tool for the Board to use in addressing the unfunded liability was to decrease plan benefits.

What options were considered?

Over the course of several meetings, the Board heard public comment, both written and verbal, and considered all of the suggestions and comments very carefully. The Board ordered several studies and looked at various options, including increasing the retirement age, decreasing the retirement payment multiplier, reductions to ancillary benefits, and combinations of all of these options. In reviewing the studies, it became apparent that even deep cuts to benefits, would be short term solutions that may require additional cuts in the future.

After careful deliberation, the Board chose to not decrease plan benefits in favor of creating a new mechanism to adjust the System's liabilities – the new Part Two "System" contribution. Because this new contribution is a mechanism (as opposed to a long term fixed payment rate) it gives the Board the flexibility of using it as needed, to keep the System financially secure.

(continued)

What is the Part Two or "System" contribution?

In December of every even-numbered year, the agency will notify departments of what the new Part Two percentage will be, depending on the results of its actuarial report. The Part Two percentage will be effective September 1st of the following year and be in effect for two years. Depending on investment earnings through August 31, 2014 and the results of the actuarial valuation report due in December 2014, member departments will be notified of any new Part Two contribution percentage in December 2014, to be effective September 1, 2015. This will likely amount to a Part Two contribution charge in the amount of 7 – 10% of each department's current membership contribution rate.

For example, if a department currently contributes \$36 per member per month, if the Part Two contribution were set at 7%, the department would pay \$36 + \$2.52 per month per member, for a total contribution of \$38.52 each month. In this example, additional contributions per the new Part Two contribution would be required per member in the amount of \$30.21 per year, for two years.

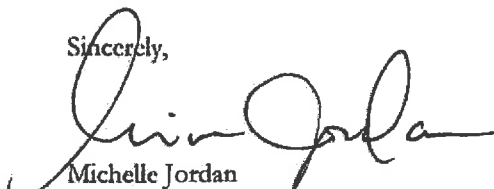
More Examples:

Existing Part One Contribution	Part Two Contribution Possibilities	Total Monthly Contribution
\$36.00	7% = \$2.52	\$38.52
\$36.00	10% = \$3.60	\$39.60
\$36.00	15% = \$5.40	\$41.40
\$50.00	7% = \$3.50	\$53.50
\$50.00	10% = \$5.00	\$55.00
\$50.00	15% = \$7.50	\$57.50
\$100.00	7% = \$7.00	\$107.00
\$100.00	10% = \$10.00	\$110.00
\$100.00	15% = \$15.00	\$115.00

What does this mean for the System going forward?

We believe this measure will insure significant security for the System now and in the future. As the agency recruits new departments at the minimum Part One contribution of \$36/member and continues to earn far more than the 7.75% benchmark for investment earnings, the unfunded liability will be reduced. This will result in future actuarial valuation reports that show our plan as actuarially sound with a lowering of the Part Two contribution. This means that the required Part Two percentage will go down over time, allowing for room to increase it in the event there is a financial crisis. This is a significant measure against reductions to plan benefits and will ensure that the program retains its value for members, their families, and departments.

As we move forward in the process, we will keep you informed every step of the way. Please feel free to contact me at (512) 936-3474 or michelle.jordan@tesrs.texas.gov if you have questions or need additional information.

Sincerely,

Michelle Jordan
Executive Director



City of Lucas
Council Agenda Request
Meeting Date: July 17, 2014

Name & Title of Requestor: Stanton Foerster, Public Works Director

Agenda Item:

Discuss and consider the approval of an agreement between the City of Lucas and Verizon to allow communication equipment to be located on the ground license north of the Winningkoff water tower; and authorize the City Manager to execute said agreement and memorandums.

Background Information:

Through an agent, Verizon Wireless has expressed an interest in locating wireless telecommunication antennas on the Winningkoff water tower. Staff worked with Verizon's agent from the past 12 months. Tonight staff is presenting a new agreement that licenses a specific parcel of land and the construction of a tower to be managed by Verizon. The agreement has been executed by Verizon. Verizon refers to this location as White Rock Creek.

Attachments/Supporting Documentation:

1. Communications Facility License Agreement (executed by Verizon)
2. Memorandum of Communications Facilities License Agreement

Budget/Financial Impact:

Initial Annual Rate	\$23,400.00
1st Extension	\$26,208.00
2nd Extension	\$29,352.96
3rd Extension	\$32,875.32

The City will receive 50% of any revenue generated by Verizon's rental of the Verizon tower.

Recommendation:

Staff recommends approval of the license agreement.

Motion:

I make a Motion to **approve/deny** the agreement between the City of Lucas and Verizon to allow communication equipment to be located on the ground license north of the Winningkoff water tower; and authorize the City Manager to execute said agreement and memorandums.

STATE OF TEXAS §
 § **COMMUNICATIONS FACILITIES**
 § **LICENSE AGREEMENT**
 COUNTY OF COLLIN §

KNOW ALL BY THESE PRESENTS:

This License for Communications Facilities (“Agreement”) is made by and between the City of Lucas, Texas (“City” and/or “Licensor”) and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Licensee”) (collectively referred to as “Parties” and individually as a “Party”), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, Licensee is a telecommunications company duly authorized to provide certain communications services and desires to lease certain property owned by City for installation and operation of improvements as defined herein; and

WHEREAS, City owns the premises and facilities described below and desires to allow Licensee to enter and utilize designated areas of the facilities and premises;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

**Article I
Location**

1.1 Premises and Improvements. That certain parcel of property provided by the City is located at 815 E. Winningkoff Rd., Lucas, Collin County, Texas, and being described as a 50’ by 72.05’ parcel containing 3,603 square feet, together with the non-exclusive right (the “Rights-of-Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over and along a right-of-way extending from the nearest public right-of-way to the Land Space and for the installation and maintenance of utility wires, poles, cables, conduit, and pipes over, under, or along one or more right-of-way extending from the nearest public right-of-way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space, said Land Space and Rights-of-Way (hereinafter collectively referred to as the “Premises”) provided by City are described in Exhibit “A” attached hereto and incorporated herein and on the Site Plan attached hereto and incorporated herein as Exhibit “B”. Included upon the Premises shall be Licensee’s Equipment Compound, the Antenna Facilities, as defined herein, and the cabling run between the Antenna Facilities and the Equipment Compound (hereinafter referred to as “Improvements”). As used herein, the term “Equipment Compound” means all equipment, shelters and similar structures located on the Premises and further

described and depicted on Exhibit "B". The license authorized under the terms of this Agreement shall be a license for the use of that portion of the Premises designated for use by Licensee on the Site Plan and further described and depicted in Exhibit "B".

1.2 Intentionally Deleted.

1.3 Licensee has inspected, examined and investigated the status of the title and condition of the Premises to the extent that Licensee has deemed necessary, and Licensee understands, acknowledges and agrees that it is entering into this Agreement to acquire a leasehold interest in the Premises "AS IS" in reliance solely upon the results of any inspection, examination and investigation of the status of title and condition of the Premises that Licensee has conducted and not as a result of any representation, warranty, assurance, guaranty or promise of City or any person purporting to act on behalf of City, other than those which may be expressly set forth in this Agreement.

1.4 LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PREMISES WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY OR PROMISE WHICH IS NOT SET FORTH IN THIS AGREEMENT.

1.5 **Survey.** City hereby grants to Licensee the right to survey the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the Licensee.

**Article II
Use of Premises**

2.1 **Permitted Use.** City agrees to allow installment of Licensee's Improvements in accordance with the terms of this Agreement. Licensee's use shall be for the purpose of the installation, operation, and maintenance of its Improvements, for the transmission, reception, and operation of a communications system and uses incidental thereto. Licensee understands, acknowledges and agrees that the use of the Premises by Licensee in conjunction with the terms of this Agreement is to be for the installation, operation and maintenance of communications equipment, in strict compliance with the Agreement and the attached Site Plan. Licensee shall not use the Premises for any other purpose whatsoever, including the storage or placement of debris, or any other item, without first obtaining the prior written consent of City, which may be

given or withheld for any reason or for any reason, in the city's sole, absolute and unrestricted discretion.

2.2 Prohibited Use. Licensee shall not use the Premises in any manner that constitutes waste or nuisance, or that violates any applicable law, ordinance or governmental regulation in any respect. Other than the uses specified in Section 2.1 hereof, Licensee shall not do anything that would rend void or uncollectible any insurance then in force with respect to the Premises, or that would in any way increase the premiums payable by City for fire, liability or any other insurance coverage on the Premises or the contents of any improvements thereon.

2.3 Sublease. Licensee may sublet the Premises within its sole discretion, upon notice to City. Any sublease that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. The term "Sublease", "Sublet", "Sublicensee" and any other similar term shall apply to any situation by which Licensee allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of Licensee set forth in this Agreement shall be enjoyed by and binding on any Sublicensee.

- (a) In the event Licensee subleases any portion of the Premises in accordance with this Agreement, any rental paid by any Sublicensee(s) shall be divided between City and Licensee in the following manner: 50% to City and 50% to Licensee. Any Sublicensee shall be instructed to pay the foregoing percentage amounts directly to City and Licensee. Licensee shall not be responsible to City for the collection or payment of rents by the Sublicensee to City, and Licensee shall have no liability to City in the event of failure of payment by Sublicensee. In this event: (i) Licensee shall have no liability of any nature to City for failure to sublet all or any part of the Premises to any or all potential Sublicensee(s); and (ii) at City's request, Licensee will provide City with a tri-party agreement to be executed by Licensee, its Sublicensee and City to confirm direct payment obligation from the Sublicensee to City and to indicate City has been notified of the sublease.
- (b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if Licensee is able to accommodate all of Sublicensee's facilities within Licensee's Premises. If Licensee is unable to accommodate any or part of Sublicensee's facilities within the Premises, then City may enter into an agreement with the Sublicensee for a portion of the Property that Sublicensee requires to locate its facilities. In this event, Licensee shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and City shall receive 100% of the rental, negotiated by City and Sublicensee, for the portion of Sublicensee's facilities that are located on the Property outside Licensee's Premises.

- (c) Notwithstanding any other provision of this Agreement, Licensee shall not be required to obtain approval from City for the Subletting of the Premises or part thereof. Licensee shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublicensee.

2.4 **Maintenance or Repair.** Licensee may update, maintain, repair, or replace the Improvements located upon the Premises from time to time as Licensee reasonably deems necessary without the need to obtain the prior written approval of City, provided that the replacement Improvements, together with related equipment, do not require more space outside the Premises as herein defined for improvements or expansion than the existing Improvements.

Article III Term

3.1 This Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental rate of Twenty-Three Thousand Four Hundred and No/100 Dollars (\$23,400.00) to be paid in equal monthly installments on the first day of each month, in advance, to City or to such other person, firm or place as City may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 4.1 below ("Rent Payment"). The Agreement shall commence on the 1st day of July, 2014 (the "Commencement Date"). City and Licensee acknowledge and agree that the initial rental payment(s) shall not actually be sent by Licensee until thirty (30) days after the Commencement Date. Licensee shall have the right to terminate this Agreement by giving thirty (30) days written notice to City of such termination if Licensee is unable to obtain all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") for Licensee's intended use of and improvements to the Premises.

3.2 Licensee is granted the option to renew this license for three (3) additional five (5) year terms (each additional five (5) year term being an "Extension Term"), after the initial term expires. Unless Licensee gives written notice of its decision not to exercise the renewal option within thirty (30) days prior to the expiration of the current term or period, this Agreement will automatically renew as long as Licensee remains in full compliance with all other provisions of this Agreement. All the terms and covenants of this Agreement apply to all extension periods, subject to amendment by the mutual agreement of the Parties, in writing and signed by both Parties. If Licensee continues to possess the Premises following the expiration of all of the extension periods provided herein, and this Agreement has not been renewed or superseded, this Agreement (1) shall be deemed to be a holdover tenancy at will but shall not itself constitute a renewal or extension of any term; (2) shall continue from month-to-month under the terms and conditions set forth herein; and, (3) may be terminated by either Party upon at least thirty (30) days written notice to the other Party. All the terms and covenants of this Agreement apply to all holdover tenancy periods.

Article IV Payment Terms and Conditions

4.1 **Rent Payment.** In consideration for providing the Premises for use by Licensee, the Licensee shall pay rent to City as provided in Section 3.1. If this Agreement is terminated at a time other than the last day of the calendar year of the term for any reason other than an Event of Default by Licensee, all Rent Payments shall be prorated as of the date of termination and all prepaid Rent Payments shall be refunded to Licensee. The Rent Payment shall be increased on the first day of each Extension Term by an amount equal to twelve percent (12%) of the Rent Payment in effect during the previous Extension Term.

4.2 **Electrical Power.** City shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Licensee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Licensee's installation. In the alternative, if permitted by the local utility company servicing the Premises, Licensee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Licensee's installation. In the event such sub-meter is installed, the Licensee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Licensee shall pay the City thirty (30) days after receipt of an invoice from City indicating the usage amount based upon City's reading of the sub-meter. All invoices for power consumption shall be sent by City to Licensee at Verizon Wireless, Location Code: 210724, P.O. Box 182727, Columbus, OH 43218-2727. Licensee shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by City. Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4.3 **Intentionally Deleted.**

4.3 **Payment Address.** Rent Payments and Additional Fees shall be made payable to: "City of Lucas" 665 Country Club Road, Lucas, Texas, 75002, Attention: Finance Department. City shall provide Licensee written notice of any change in address for purposes of Rent Payments and Additional Rent.

4.4 **Lawful Currency.** Rent Payments and Additional Fees shall be made according to Section 4.1 above in lawful money of the United States of America. In no event will Licensee be obligated to pay any general income or franchise taxes measured upon the income of the City.

4.5 **Dishonored Checks.** Any dishonored check shall incur a service charge of ten percent (10%) of its face amount. Subsequent to the first dishonored check received by City for any payment, all subsequent payments, including Rent Payments, shall be made by cashier's check.

4.6 Rental Documentation. City hereby agrees to provide to Licensee certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Licensee in Licensee's reasonable discretion, evidencing City's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Licensee in Licensee's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. The Rental Documentation shall be provided to Licensee in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to Licensee shall be a prerequisite for the payment of any rent by Licensee and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Licensee as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of City shall provide to Licensee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, any assignee(s) or transferee(s) of City agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. Delivery of Rental Documentation to Licensee by any assignee(s), transferee(s) or other successor(s) in interest of City shall be a prerequisite for the payment of any rent by Licensee to such party and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of City until Rental Documentation has been supplied to Licensee as provided herein.

Upon Agreement of the Parties, Licensee may pay rent by electronic funds transfer and in such event, City agrees to provide Licensee bank routing information for such purpose.

Article V Default, Remedies and Termination

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

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

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

5.4 Termination by Licensee. This Agreement may be terminated by Licensee, without penalty, further liability, or prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, as follows:

- (a) upon written notice, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Improvements as now and hereafter intended by

Licensee; or if Licensee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; Licensee determines that such Governmental Approvals may not be obtained in a timely manner; Licensee determines that any soil boring tests or structural analysis is unsatisfactory; Licensee determines that the Premises is no longer technically or structurally compatible for its use, or Licensee, in its sole discretion, determines that the use the Premises is obsolete or unnecessary;

- (b) on sixty (60) days written notice for any reason, provided Licensee is not in default hereunder beyond applicable notice and cure periods; or
- (c) on sixty (60) days written notice following the date notice is given to City, if the breach described in the notice is not cured by City.

Article VI Intentionally Deleted.

Article VII Access

7.1 City agrees that Licensee shall have free access to the Premises at all times for the purpose of installing and maintaining the said equipment. City shall furnish Licensee with necessary means of access for the purpose on ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Licensee or persons under their direct supervision will be permitted to enter the Premises.

7.2 Licensee's right of access is a contractual right for the benefit of Licensee or Licensee's subtenants, and their related personnel, employees, agents and invitees, only and nothing contained in this Agreement shall be construed to constitute a dedication or an easement. However, in the event this Agreement is assigned in accordance and in compliance with Section 21.9 below, such right of access shall inure to the benefit of Licensee's assignee.

Article VIII Damages to Property

8.1 **Damage and Restoration of Property.** Licensee shall immediately notify City of any and all damages resulting from, arising out of, or caused to, the Premises and City property surrounding the Premises, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping but only to the extent caused by Licensee's operations or by Licensee, its officers, agents, employees and invitees. Licensee shall be solely responsible for the reasonable costs and the repair of all such damages but only to the extent caused by Licensee's operations or by Licensee, its officers, agents, employees and invitees, and such repairs and/or replacements shall be completed within twenty-five (25) calendar days following written notice by City to Licensee provided Licensee shall have such

extended period as may be required beyond the twenty-five (25) days if the nature of the cure is such that it reasonably requires more than twenty-five (25) days and Licensee commences the cure within the twenty-five (25) day period and thereafter continuously and diligently pursues the cure to completion. The repair shall be completed in a manner reasonably acceptable to City. City may not maintain any action or effect any remedies for default against Licensee unless and until Licensee has failed to cure the breach within the time periods provided in this Paragraph.

8.2 Failure to Restore Property. If Licensee does not make or perform any required maintenance or repairs to the Premises within the time period provided in Section 8.1, City shall have the right, but not the obligation, to make such repairs and to perform such maintenance, in which event Licensee shall pay City the cost thereof within thirty (30) business days of demand unless the cause of such damage is the subject of a bonafide dispute by Licensee. Within thirty (30) days following the expiration or earlier termination of this Agreement, Licensee shall restore the Premises to substantially the same condition in which the Premises existed on the Effective Date of this Agreement, ordinary wear and tear and loss due to other casualty beyond Licensee's control excepted.

Article IX Electrical, Radio and Intermodulation Interference

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

9.2 Licensee shall have the sole burden of, and be responsible for, all costs associated with alleging and proving that another user of the Premises is causing significant interference, as well as for otherwise enforcing Licensee's rights under this Agreement against another user of the Premises. City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises, or enforcement of any of Licensee's rights under this Agreement against another user of the Premises.

Article X Condition of Premises

10.1 City shall maintain the Premises in compliance with all applicable statutes, ordinances, regulations and rules required for City uses of the Premises and surrounding property, and in a manner which will not interfere with Licensee's reasonable use of the Premises. Upon expiration, cancellation, or termination of this Agreement, Licensee will have the right to remove its Improvements from the Premises at Licensee's cost and expense. However, upon vacation of the Premises, Licensee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear and loss due to other casualty beyond Licensee's control. If the Premises are not surrendered in the condition required by this Agreement, the Licensee shall pay City within thirty (30) business days of written demand an amount equal to the actual, reasonable cost paid by the City to third-parties to restore the Premises to substantially the same condition as received, except for ordinary wear and tear and loss due to other casualty beyond Licensee's control.

10.2 Licensee shall have sole responsibility for the maintenance, repair, and security of its Improvements, and shall keep same in good repair and condition during the term and all renewals and holdover tenancies of this Agreement.

10.3 Licensee shall keep the Premises it occupies free of debris and anything reasonably determined to be of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference.

10.4 Intentionally Deleted.

10.5 By taking possession of the Premises, Licensee accepts the Premises in the condition existing as of the Effective Date, except as set forth in this Agreement. City makes no representation or warranty with respect to the condition of the Premises, except as set forth in this Agreement and City shall not be liable for any latent or patent defect in the Premises. City agrees to notify Licensee of the existence of any latent defects of which the City has actual knowledge.

Article XI Construction, Installation and Operation

11.1 **Construction, Installation and Operation.** Licensee may, at its sole cost and expense, construct, install, operate, maintain, monitor, reconfigure and repair its Improvements.

11.2 **Marking and Lighting Requirements.** Licensee acknowledges that it shall be responsible for compliance with all tower or building marker and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with Licensee's installation and maintenance of Improvements under this Agreement, as well as any expenses, fees or fines associated with the compliance or the non-compliance of Licensee's installation or maintenance of Improvements under this Agreement.

11.3 Inspection and Tests. Upon the Effective Date and for the term of this Agreement, Licensee shall have reasonable access as provided in Article VII above to the Premises as are necessary and approved by City for the purpose of inspection and planning.

11.4 Payment, No Mechanics Liens. Licensee shall make full and prompt payment of all sums necessary to pay the costs of all installation, repairs and alterations, improvements, changes and other work done by Licensee in or to the Premises. Title to the Improvements shall be held by Licensee. City shall not be responsible for or with respect to the performance of Licensee's work. Licensee shall pay or cause to be paid all costs associated with Licensee's work. Licensee shall not suffer or permit to be enforced against any portion of the Premises any (i) mechanic's, materialman's, contractor, subcontractor or other lien or claim arising from or in any way related to Licensee's work, or (ii) any other claim, mortgage, security interest, encumbrance, lien or other charge. Within thirty (30) days after recordation of any lien, encumbrance, judgment or similar item which affects the Premises in any way, Licensee shall obtain the complete discharge and release thereof at Licensee's sole expense or expenditure (without any cost being imposed upon City.) However, Licensee shall have the right to contest, in good faith, any mechanic's or materialman's lien upon the condition that Licensee provides a bond or other form of security reasonably acceptable to City in an amount sufficient to hold City fully and completely harmless from any and all liability therefor or on account thereof.

11.5 Improvements to Premises; Removal. All Improvements constructed, installed and operated by or on behalf of Licensee shall remain Licensee's personal property and are not fixtures. Licensee shall remove all Improvements at its sole expense within thirty (30) days following the expiration or earlier termination of this Agreement and Licensee shall repair any damage to the Premises caused by such removal and fully restore the Premises to substantially the same condition as existed prior to such damage at its sole cost and expense, except for ordinary wear and tear and loss due to other casualty beyond Licensee's control. Licensee shall provide to City in writing, by not later than the end of the prescribed thirty (30) day period, notice that all Improvements have been removed in accordance with this Section. Failure of Licensee to remove any or all Improvements from the Premises within the prescribed thirty (30) days shall be construed as holdover pursuant to this Section, and all obligations and requirements, including payment of Rent Payments, shall continue to apply unless and until Licensee removes all Improvements and so notifies City.

11.6 Liability for Damage/Outages. Except as caused by the City's negligence or wilful misconduct, Licensee shall be solely responsible for any damage caused by the negligence or wilful misconduct of Licensee, its agents and/or contractors on or to the Premises that causes an interruption or outage in the services, operations or utilities of another licensee or City on the Property which existed on the Property prior to the date of this Agreement, and shall indemnify and hold harmless City and its employees, agents, successors and assigns from all claims or actions for damages, including actual, incidental and consequential damages, brought by another licensee or the City as a result of Licensee's, or its employees', contractors', agents', assigns' or licensees', willful misconduct or negligence, except as due to the City's negligence or wilful misconduct, provided that City requires all other licensees to agree in writing to provisions identical to this Section 11.6 for the benefit of Licensee.

**Article XII
Compliance with Laws**

12.1 **By Licensee.** Licensee, its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees, shall comply in all material respects and at all times with all local, state and federal laws, statutes, ordinances, regulations, rulings, requirements, conditions, orders, licenses, permits, covenants, restrictions, approvals and consents pertaining to Licensee's services, Licensee's construction, installation and operation work, Improvements and Licensee's use of the Premises. Without limiting the generality of the preceding sentence, Licensee shall fully and timely observe and comply with applicable laws, regulations, policies and requirements concerning health and/or public safety, including standard industry equipment safety regulations, and shall not use the Premises or operate the Improvements in any manner which is inconsistent therewith. Licensee shall, at Licensee's sole cost and expense, promptly apply for and use its commercially reasonable efforts to obtain and maintain all necessary licenses, permits, approvals and consents required or necessary for the construction and operation of the Improvements. In the event Licensee fails to obtain any required license, permit, approval or consent to construct and operate the Improvements, through no fault of Licensee, Licensee shall have the right to terminate this Agreement in accordance with Article V of this Agreement.

12.2 **By City.** The City shall comply in all material respects and at all times, and shall cause its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees (collectively "City") to comply in all material respects and at all times with all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof, whether state, federal or local, relating to the Premises. Without limiting the generality of the preceding sentence, City shall fully and timely observe and comply with applicable laws, regulations, policies and requirements concerning health and/or public safety with respect to the Premises.

**Article XIII
Intentionally Deleted**

**Article XIV
Utility Easements and Utility Cost**

14.1 Depending on the arrangement devised under Section 4.2 of this Agreement, Licensee shall pay directly to all public utility service companies, before delinquency, all charges for the electricity, water and other utility services that Licensee consumes in connection with the installation and operation of Licensee's Improvements and which are separately metered and charged to Licensee by any public utility service company, without any expense therefore being imposed upon City.

14.2 If Licensee first obtains City's written consent, which shall not be unreasonably withheld, conditioned or delayed, Licensee shall have the right to obtain electricity and other

public utility services from the existing outlets available at the Premises. Absent such consent, Licensee shall obtain separate public utility services from any company that will provide such services to the Premises (which services may include diesel or battery-powered standby power generator located on the Premises for Licensee's exclusive use).

14.3 Licensee shall not permit any charges for public utility services to accumulate or become a lien on the Premises. If Licensee fails to pay any such charge required to be paid by Licensee pursuant to this Section, City may, but shall not be required to, pay such charge on Licensee's behalf. If City pays any such charge on behalf of Licensee or incurs any cost with respect to any grant of any public utility service easement for the benefit of Licensee pursuant to this Section, Licensee shall reimburse and pay to City an amount equal to all such charges so paid and all such easement costs so incurred, immediately upon demand as Additional Fees.

14.4 **Additional Utility/Power Equipment.** In the event that Licensee is required to or otherwise decides to install, operate and use additional equipment to provide electricity or other utility services required for the operations of Licensee's Improvements, such installation, operation and use shall comply in all respects with the terms and conditions set forth in this Agreement.

Article XV

Taxes

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

15.2 Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. City shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or

other similar document. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by City for any taxes previously paid by Licensee, City agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, City will pursue such dispute at Licensee's sole cost and expense upon written request of Licensee.

Article XVI
Liability and Indemnification

16.1 LICENSEE SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE INSTALLATION, MAINTENANCE, HEIGHT, LOCATION, USE, OPERATION, AND REMOVAL OF THE IMPROVEMENTS BY LICENSEE, AUTHORIZED HEREIN, AND SHALL FULLY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, OFFICIALS, AGENTS, SERVANTS OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DAMAGES, LAWSUITS, LOSSES, COSTS, OR EXPENSES WHICH MAY BE SUSTAINED OR INCURRED BY CITY, ITS OFFICERS, OFFICIALS, AGENTS, SERVANTS OR EMPLOYEES AS A RESULT OF LICENSEE'S INSTALLATION, OPERATION, OR REMOVAL OF SUCH IMPROVEMENTS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR ITS OFFICERS, OFFICIALS, AGENTS, SERVANTS OR EMPLOYEES.

16.2 LICENSEE AGREES AND IS BOUND TO INDEMNIFY, DEFEND, AND HOLD LICENSOR WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR ANY LOSS OR DAMAGES THAT MAY ARISE OUT OF THE USE, MAINTENANCE, AND OCCUPANCY OF LICENSEE'S FACILITIES AND USE OF THE PREMISES BY LICENSEE, EXCEPT TO THE EXTENT SUCH LOSS, DAMAGE, OR COST IS ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, SERVANTS OR EMPLOYEES.

16.3 LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, DEFEND, RELEASE, ACQUIT, AND HOLD FREE AND HARMLESS LICENSOR, ITS AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, AND DAMAGE, WHETHER ASSERTED BY LICENSEE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY THIRD PARTY WHICH IN ANY WAY RELATES TO OR ARISES FROM LICENSEE'S FACILITIES OR THE INSTALLATION OR MAINTENANCE THEREOF, OR FROM LICENSEE'S ENTRY ONTO AND UTILIZATION OF THE PROPERTY, EXCLUDING CLAIMS OR CAUSES OF ACTION ALLEGING THAT SUCH LOSS, INJURY OR DAMAGE WERE SOLELY CAUSED IN WHOLE OR IN PART BY LICENSOR'S NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, SERVANTS OR EMPLOYEES.

**Article XVII
Insurance**

Licensee, at its sole cost and expense, shall procure and maintain on the Premises, facilities, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Licensee, its employees and agents, arising out of or in connection with Licensee’s use of the Premises, all as provided for herein. The City shall be included as an additional insured on Licensee’s policy. Licensee shall provide to City a certificate of insurance evidencing the coverage within thirty (30) days of the Commencement Date.

**Article XVIII
Notice**

Any notice or demand required or desired to be given to any Party pursuant to this Agreement shall be in writing, shall be delivered to the address set forth below and shall be deemed validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); or (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. Service by United States mail shall be deemed made on the date actually received.

City

City of Lucas
Attn: City Manager
665 Country Club Rd.
Lucas, Texas 75002

Licensee

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

City or Licensee may from time to time designate any other address for this purpose by written notice to the other Party.

**Article XIX
Intentionally Deleted**

**Article XX
Force Majeure, Casualty, Condemnation**

20.1 **Force Majeure.** Notwithstanding any other provision in this Agreement to the contrary, neither Party will have any liability to the other with respect to its failure to perform its obligations under this Agreement, if such failure is due to any of the following events (each a “Force Majeure” event): (i) the failure of any equipment or software under the control of a person, firm or entity not affiliated with such Party; (ii) fire, flood, earthquake, law or

government regulation; or (iii) any other cause beyond the reasonable control of such Party. In any such case, the Parties' time for performance under this Agreement and the term hereof, to the extent affected by any of the foregoing, shall be correspondingly extended; provided, however, that if such condition shall continue in effect for more than 180 days, either Party shall have the right to terminate this Agreement upon thirty (30) days' notice.

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

20.3 Condemnation. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, Licensee, in Licensee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, Licensee may, at Licensee's option, to be exercised in writing within fifteen (15) days after City shall have given Licensee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Licensee does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, City shall promptly repair any damage to the Premises caused by such condemning authority.

Article XXI
Miscellaneous Provisions

21.1 **Modifications.** Licensee's operations and all City approved modifications to the Premises must at all times comply with the terms of this Agreement, all applicable federal, state and local laws and ordinances and all amendments thereto.

21.2 **Entire Agreement.** This Agreement, together with all Appendices attached hereto and incorporated herein constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

21.3 **Capacity.** Both Licensee and City represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

21.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

21.5 **Amendment.** This Agreement may only be amended by the mutual written agreement signed by the Parties hereto.

21.6 **Legal Construction; Severability.** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

21.7 **Nonwaiver.** No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or conditions of this Agreement may be waived without consent of the Parties. It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

21.8 **Independent Contractor.** Licensee covenants and agrees that Licensee is an independent contractor and not an officer, agent, servant or employee of City; that Licensee shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Licensee, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

21.9 Successors and Assigns.

- (a) City and Licensee each bind themselves, their successors, executors, administrators and assigns to the other Party to this Agreement. Other than transactions including Affiliates of Licensee, neither City nor Licensee will assign or transfer any interest in this Agreement without the written consent of the other Party. Other than transactions including Affiliates of Licensee, no assignment or delegation of duties under this Agreement will be effective without the written consent of City, such consent not to be unreasonably withheld, conditioned or delayed.
- (b) Licensee may assign this Agreement to any parent, subsidiary or Affiliate without the need to obtain the consent of City. As used herein "Affiliate" shall mean any entity which is at least fifty-one percent (51%) controlled by Licensee or having control over Licensee, provided such assignee has first received FCC or state regulatory agency approvals, acquires Licensee's radio communications business and assumes all obligations of Licensee under this Agreement. Notwithstanding any assignment permitted under this Section or otherwise under this Agreement, Licensee shall remain absolutely and unconditionally primarily liable to pay and perform each and all of the obligations set forth in this Agreement prior to said assignment and shall be relieved of all future performance, liability and obligations after said assignment. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
- (c) If City shall, at any time, relinquish its ownership or otherwise dispose of the Premises pursuant to an assignment consented to in writing by Licensee pursuant to Section 21.9(a), City shall not be released from its obligations to Licensee under this Agreement unless such purchaser or transferee expressly covenants, at the time of such sale or transfer by City to assume all obligations of City under this Agreement.

21.10 Intentionally Deleted.

21.11 **Subordination to Mortgage.** City shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessees and master lessees, if any, of the Property. At City's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by City which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to Licensee being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, City shall obtain for Licensee's benefit a non disturbance and attornment agreement for Licensee's benefit in the form reasonably satisfactory to Licensee, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize Licensee's right to remain in occupancy of and have access to

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

21.12 Contract Interpretation. Both Parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

21.13 Effective Date. The term "Effective Date" as used in this Agreement shall be deemed to be the later of the dates the Parties execute this Agreement, as indicated in the signature blocks on the next page.

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

21.15 Quiet Enjoyment. City covenants that Licensee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

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

21.17 **License Agreement for City Equipment.** Should City desire to install equipment at the Premises, City must request such installation in a quantity and at a height and location acceptable to Licensee, as evidenced by both Parties entering into a License Agreement, the form of which is acceptable to both Parties and attached hereto and incorporated herein as Exhibit "D".

Article XXII
Right of First Refusal; Rights Upon Sale

22.1 **Right of First Refusal.** If City elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Licensee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Licensee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Licensee fails to meet such bona fide offer within thirty (30) days after written notice thereof from City, City may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

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

(signature page to follow)

EXECUTED on this _____ day of _____, 20__.

CITY:

City of Lucas, Texas,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr.
(05-29-14/66381)

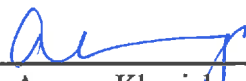
Date: _____

EXECUTED on this 23 day of June, 2014

LICENSEE:

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

By: Verizon Wireless Texas, LLC
Its General Partner

By:  _____
Name: Aparna Khurjekar
Title: Area Vice President Network

CITY ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____, on behalf of the City of Lucas.

Notary Public, State of Texas

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

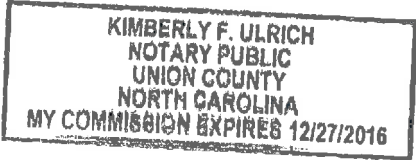
BEFORE ME, the undersigned authority, on this day personally appeared Aparna Khurjekar, Area Vice President Network of Verizon Wireless Texas, LLC, the general partner of DALLAS MTA, L.P. d/b/a Verizon Wireless, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged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

Given under my hand and seal of office this 23 day of June, 2014.

Kimberly F. Ulrich

Notary Public in and for the State of North Carolina

(PERSONALIZED SEAL)



LICENSEE LEASE AREA

BEING a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to City of Lucas, Texas by Special Warranty Deed dated April 24, 1997, and recorded in Volume 3902, Page 2086, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with red cap in the approximate center of E. Winningkoff Road, same being the most easterly southeast corner of that certain tract of land conveyed to City of Lucas, Texas, by Special Warranty Deed dated March 8, 2010, and recorded in Instrument No. 20100311000235280, Deed Records, Collin County, Texas;

THENCE along the south line of said City of Lucas, Texas, tract by Instrument No. 20100311000235280, North 88 degrees 40 minutes 21 seconds West, a distance of 172.27 feet to a Point;

THENCE through the interior of said City of Lucas, Texas, tracts, the following two (2) courses:

1. North 01 degrees 23 minutes 23 seconds East, a distance of 217.38 feet to a Point;
2. South 88 degrees 36 minutes 37 seconds East, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of Lucas, Texas, tract by Volume 3902, Page 2086, the following four (4) courses:

1. South 88 degrees 36 minutes 37 seconds East, a distance of 72.05 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
2. South 01 degrees 23 minutes 23 seconds West, a distance of 50.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. North 88 degrees 36 minutes 37 seconds West, a distance of 72.05 feet to a fence corner;
4. North 01 degrees 23 minutes 23 seconds East, a distance of 50.00 feet to the POINT OF BEGINNING hereof and containing 0.0827 acres or 3,603 square feet of land, more or less.

LICENSEE 20' ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to City of Lucas, Texas by Special Warranty Deed dated April 24, 1997, and recorded in Volume 3902, Page 2086, Deed Records, Collin County, Texas, and that certain tract of land conveyed to City of Lucas, Texas, by Special Warranty Deed dated March 8, 2010, and recorded in Instrument No. 20100311000235280, Deed Records, Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with red cap in the approximate center of E. Winningkoff Road, same being the most easterly southeast corner of said City of Lucas, Texas, tract by Instrument No. 20100311000235280;

THENCE along the south line of said City of Lucas, Texas, tract by Instrument No. 20100311000235280, North 88 degrees 40 minutes 21 seconds West, a distance of 152.27 feet to a Point;

THENCE continuing along the south line of said City of Lucas, Texas, tract by Instrument No. 20100311000235280, North 88 degrees 40 minutes 21 seconds West, a distance of 20.00 feet to a Point;

THENCE through the interior of said City of Lucas, Texas, tracts, the following three (3) courses:

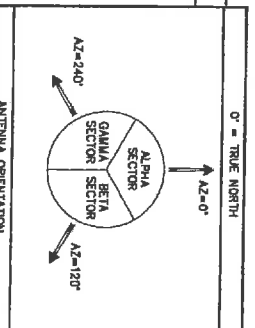
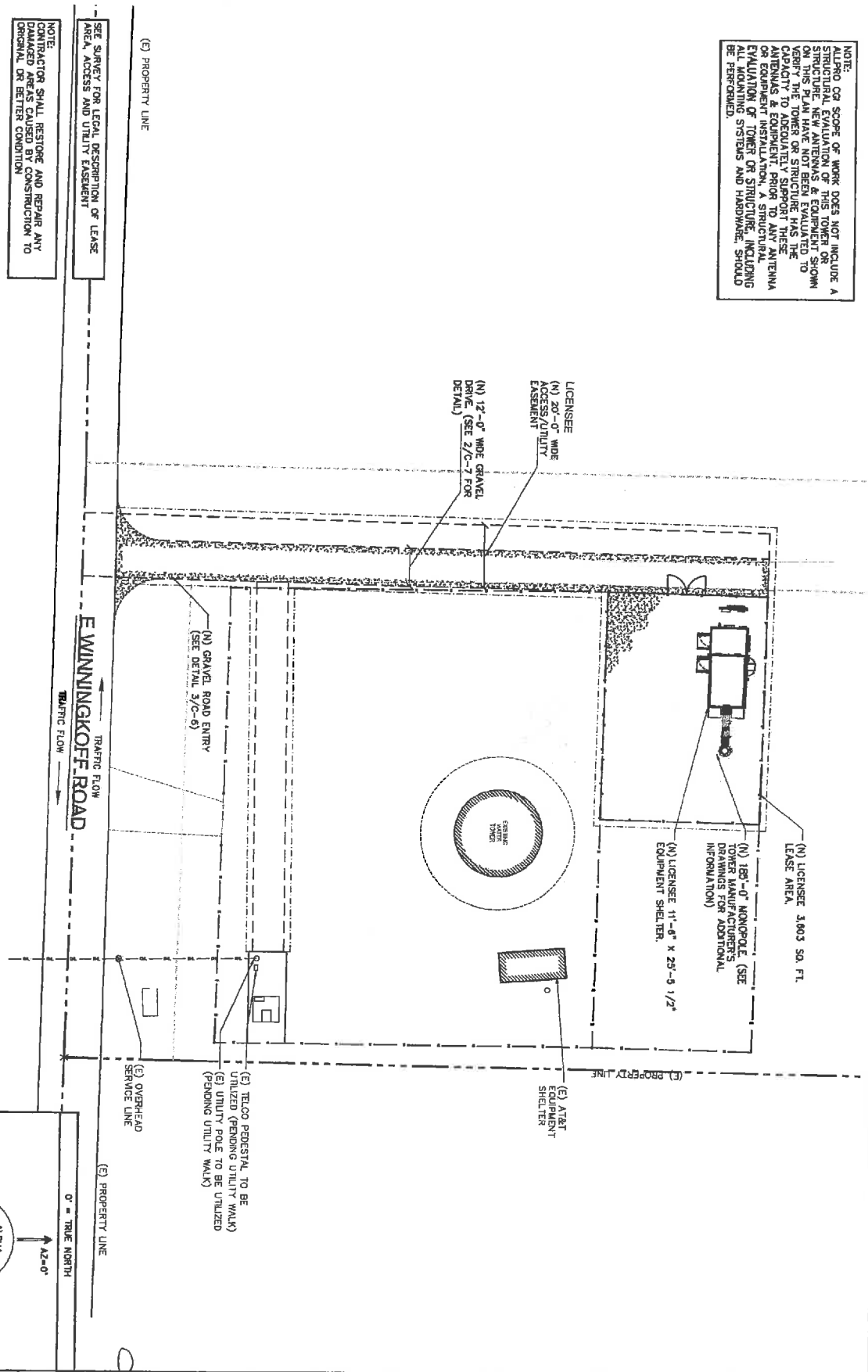
1. North 01 degrees 23 minutes 23 seconds East, a distance of 217.38 feet to a Point;
2. South 88 degrees 36 minutes 37 seconds East, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of the lease area described hereon;
3. South 01 degrees 23 minutes 23 seconds West, a distance of 217.36 feet to the POINT OF BEGINNING hereof and containing 0.0998 acres or 4,347 square feet of land, more or less.

NOTE: ALLPRO OR SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS & EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO CERTIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO SUPPORT THESE ANTENNAS & EQUIPMENT. PRIOR TO ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF TOWER OR STRUCTURE, INCLUDING ALL MOUNTING SYSTEMS AND HARDWARE, SHOULD BE PERFORMED.

NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

NOTE: DURING CONSTRUCTION CONTRACTOR TO MAINTAIN AN ORANGE FENCE PERIMETER AROUND THE SITE AT ALL TIMES FOLLOWING CLOSE OF EVERY BUSINESS DAY

1 OVERALL SITE PLAN
SCALE: 1" = 100'-0"



NO.	DATE	REVISION
2	04/21/14	ISSUED FOR FINAL
1	04/10/14	ISSUED FOR FINAL
A	03/17/14	ISSUED FOR REVIEW

verizonwireless

7 VILLAGE CIRCLE SUITE #400
WESTLAKE, TEXAS 76262

DATE DRAWN: 04/10/2014
DRAWN BY: R. RIZARRY
APPROVED BY: J. GEDROE

NEW SITE BUILD
WHITE ROCK CREEK

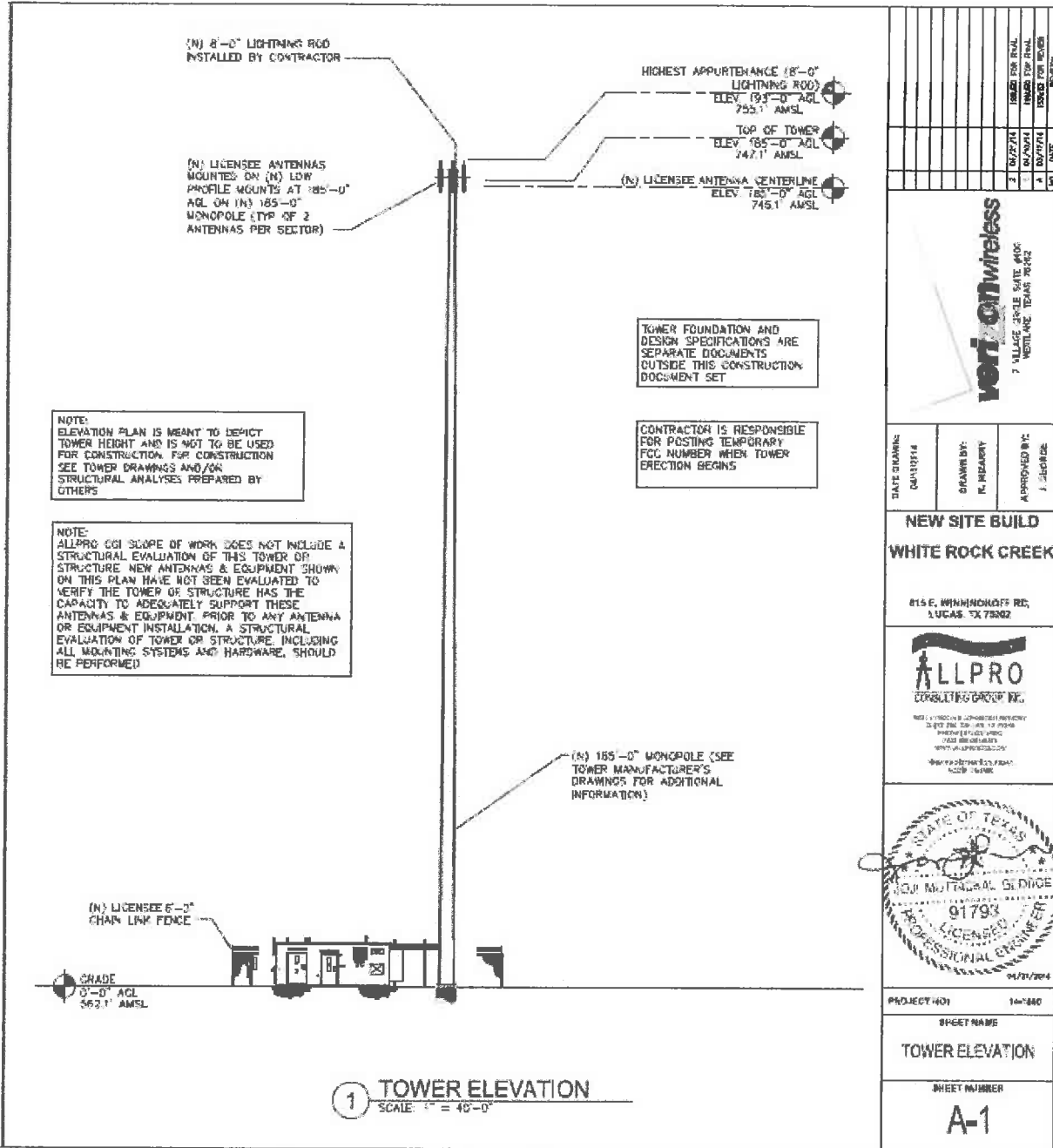
615 E. WINNINGKOPF RD.
LUCAS, TX 78002

ALLPRO
CONSULTING GROUP, INC.

225 LANTANA BLVD. SUITE 100
WAXAHACHIE, TX 75165
PHONE: 972.942.8888
FAX: 972.942.8888
WWW.ALLPROCONSULTING.COM

STATE OF TEXAS
JOEL MOTTICHAL GEORGE
917.93
LICENSED PROFESSIONAL ENGINEER
No. 71704

PROJECT NO: 144180
SHEET NAME: OVERALL SITE PLAN
SHEET NUMBER: C-1



NO.	DATE	DESCRIPTION
1	04/27/14	ISSUED FOR PERMITS
2	04/27/14	ISSUED FOR PERMITS
3	04/27/14	ISSUED FOR PERMITS
4	04/27/14	ISSUED FOR PERMITS
5	04/27/14	ISSUED FOR PERMITS

verizon wireless

1. LICENSE APPLICABLE STATE AND/OR FEDERAL PERMITS REQUIRED FOR TOWER

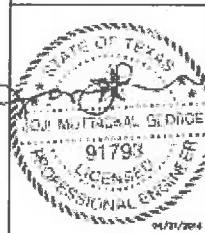
DATE DRAWING	04/10/14
DRAWN BY	R. HENRICH
APPROVED BY	J. SHORR

NEW SITE BUILD
WHITE ROCK CREEK

815 E. MINNEMOHOFF RD.
LUCAS, TX 75002

ALLPRO
CONSULTING GROUP INC.

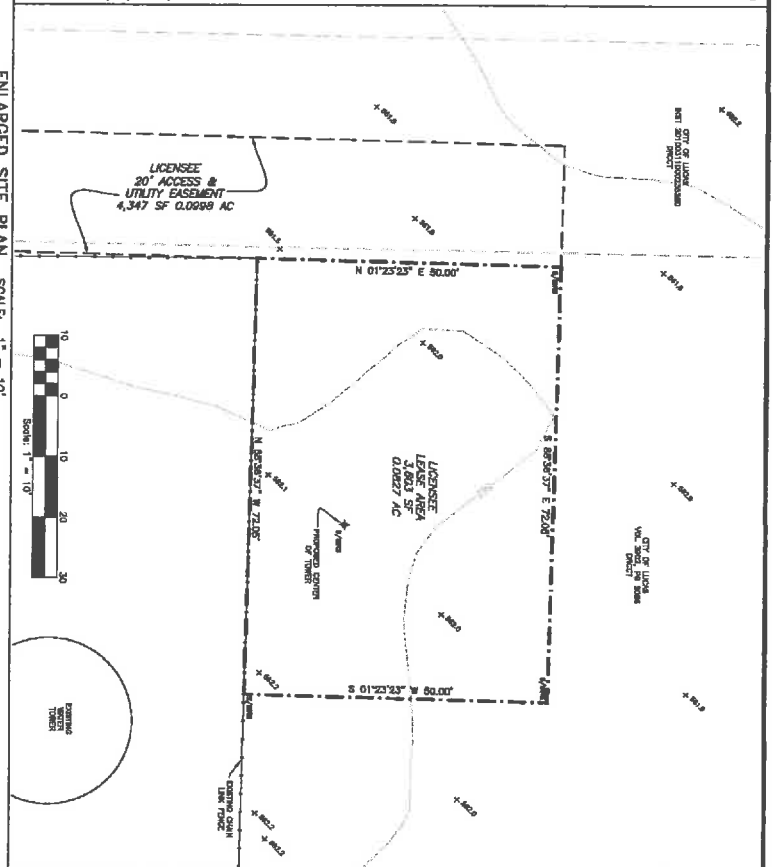
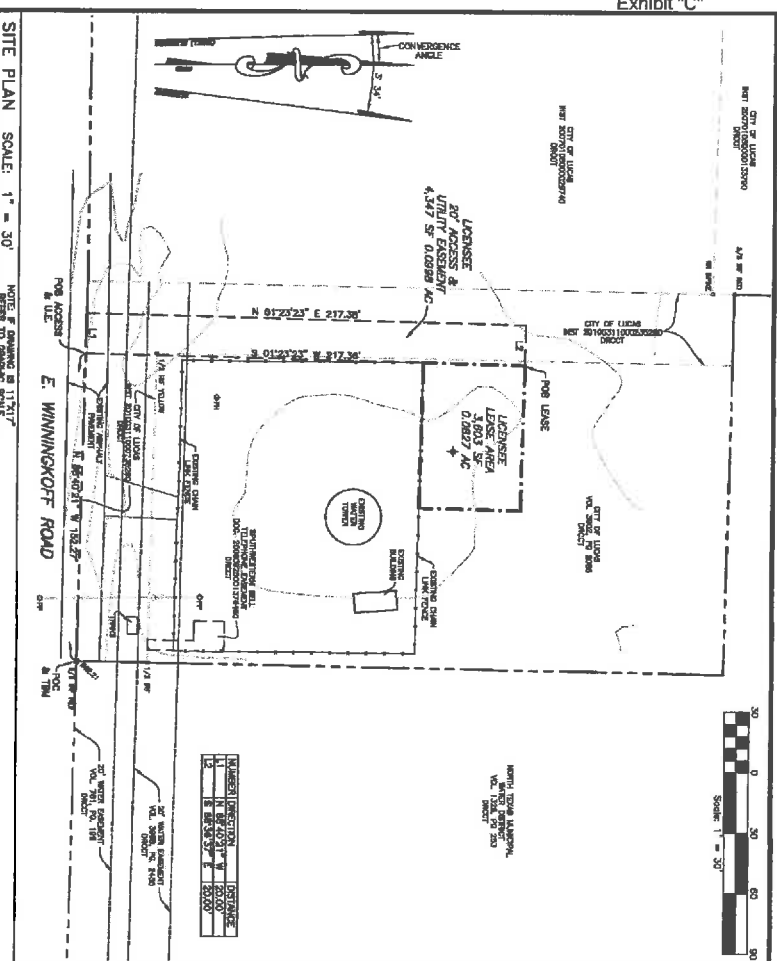
REG. ENGINEER & ARCHITECT FELLOW
STATE OF TEXAS, NO. 13,008
MEMBER LICENSE NO. 0000
WWW.ALLPROGROUP.COM
Member State of Texas
No. 13,008



PROJECT #01 14-080

SHEET NAME
TOWER ELEVATION

SHEET NUMBER
A-1



SITE PLAN SCALE: 1" = 30'

NOTE: DRAWING IS 11/21/17

NOTES TO DRAWING:

1. Licensee Lease Area (3,603 SF, 0.0827 AC) and 20' Access & Utility Easement (4,347 SF, 0.0988 AC) are shown as a single parcel.
2. The easement is shown as a 20-foot wide strip along the eastern boundary of the licensee lease area.
3. The easement is shown as a 20-foot wide strip along the eastern boundary of the licensee lease area.
4. The easement is shown as a 20-foot wide strip along the eastern boundary of the licensee lease area.

ENLARGED SITE PLAN SCALE: 1" = 10'

PROJECT INFORMATION

CENTER OF TOWER CORNER:

WADN: 427784
 LAT: 32° 02' 42.784"
 LONG: 101° 52' 51.216"
 ELEV: 5653.37 (ASL WADN03)

NOTES:

1. PROPERTY IS COMMON WITH LICENSEE.
 2. LICENSEE HAS OBTAINED ALL NECESSARY PERMITS FROM LOCAL AGENCIES.
 3. LICENSEE HAS OBTAINED ALL NECESSARY PERMITS FROM LOCAL AGENCIES.
 4. LICENSEE HAS OBTAINED ALL NECESSARY PERMITS FROM LOCAL AGENCIES.

SURVEYOR'S CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing information was obtained by me or by a duly qualified and licensed surveyor, and that the same is true and correct to the best of my knowledge and belief.

DATE: 11/21/17
TIME: 10:00 AM

SV-1

NO.	DATE:	DESCRIPTION:
1	08/22/2013	ONE OF SURVEY
2	08/26/2013	REVISION
3	11/14/2013	REVISION
4	08/15/17	REVISION
5		
6		
7		

VERIZON WIRELESS

SURVEY

SITE NAME: WHITE_ROCK_CREEK
SITE NUMBER: 210724
815 E. WINNINGKOFF RD.
LUCAS, TX 75002

White Rock Creek Surveying, Inc.
 8713 Poshon Road, P.O. Box 127
 Lucas, TX 75002
 Phone: 972-761-0000
 Fax: 972-761-7000

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the ____ day of _____, 20____, between **DALLAS MTA, L.P. d/b/a Verizon Wireless**, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called Licensor, and **CITY OF LUCAS, TEXAS**, a Texas municipal corporation, with its principal office at 665 Country Club Rd, Lucas, Texas 75002, hereinafter called Licensee.

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Licensor does hereby grant unto Licensee a portion of that certain parcel of property (hereinafter called Property), Tower Identifier White Rock Creek, located in Calvin Boles Survey, Abstract No. 28, Lucas, Collin County, Texas, and said portion being described as a ___' by ___' parcel containing ___ square feet, which said Property being further described in Volume 3902 at Page 2086 of the Official Public Records of Collin County, Texas, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a _____ foot (___') wide right-of-way extending from the nearest public right-of-way, E. Winningkoff Road, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Also, Licensor grants to Licensee a license to place _____ (___) dishes and _____ (___) antennas on Licensor's communications facility and to place one (1) equipment shelter as shown on attached Exhibit "B" hereto and made a part hereof, hereinafter called the "Premises". This License Agreement shall be subject to the following terms and conditions:

1. This License Agreement shall commence upon the Commencement Date of the Prime Lease (as defined in Section 28 below) and shall be for the term coinciding with the Prime Lease, as extended.
2. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental

approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

3. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

4. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the negligence of Licensor, its agents or employees.

5. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

6. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

7. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and

any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

8. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

9. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

10. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

11. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

12. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

13. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

14. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the negligence of the Licensor, its servants, agents or employees.

15. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

16. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

17. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

18. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

19. a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply

between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LISENCOR and LICENSEE shall each maintain at its own cost and expense, commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR and LICENSEE shall each include the other Party as an additional insured.

20. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

21. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

22. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefor. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

23. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or

remedies hereunder, at law or in equity.

24. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

25. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

26. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

27. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 29 below.

28. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Lease Agreement dated as of even date herewith between the Licensor herein and Licensee herein, hereinafter referred to as the 'Prime Lease'. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated.

29. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

30. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

- (a) If to Licensor,
Dallas MTA, L.P. d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

or to such other address as Licensor may furnish to Licensee in writing.

- (b) If to Licensee,
City of Lucas, Texas
665 Country Club Rd
Lucas, Texas 75002

or to such other address as Licensee may furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

31. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

32. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

WITNESS the following signatures:

LICENSEE:

CITY OF LUCAS, TEXAS,
a Texas municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

LICENSOR:

DALLAS MTA, L.P.
D/B/A VERIZON WIRELESS

By: Verizon Wireless Texas, LLC,
Its General Partner

By: _____

Aparna Khurjekar
Area Vice President Network

Date: _____

EXHIBIT "A"

[INSERT LEGAL DESCRIPTION]

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

Manufacturer and Type: _____

Number of Antennas: up to ____ (____) sector antennas; ____ (____) dishes up to ____' in diameter

Weight and Height of Antenna(s): antennas not to exceed a weight of _____ and a height of _____; dishes not to exceed a weight of _____ and a height of ____'

Transmission Line Mfr. and Type No.: _____

Diameter and Length of Transmission Line: _____

Height of Antenna on Tower: antennas: ____' AGL subject to availability at the time of installation; dishes: subject to availability at the time of installation

Tower leg: _____

Direction of Radiation: _____

Rated Power: _____

Transmit Frequency: _____

Receive Frequency: _____

TRANSMITTER EQUIPMENT IN BUILDING:

Manufacturer: _____

Model Number: _____

Power Output (WATTS): _____

Shelter: ____' x ____' equipment shelter

EXHIBIT "C"

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

- a. American National Standards Institute:

ANSI/EAI-222E Structural Standards for Steel Antenna Towers and Antenna Supporting Structures

- b. Federal Aviation Administration Regulations:

Vol. XI, Part 77 Objects Affecting Navigable Airspace

Advisory Circular Obstruction Marking and Lighting
AC 70/7460

Advisory Circular High Intensity Obstruction Lighting Systems
AC 150/5345-43,

FAA/DOD Specifications L-856

- c. Federal Communications Commission Rules and Regulations:

Code of Federal Construction, Marking and Lighting of Antenna
Regulations Title 47 Structures

Chapter I, Part 17

- d. National Electrical Code

- e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

- f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

- g. State Fire Safety Code
- h. Occupational Safety and Health Administration
 - Safety and Health Standards (29 CFR 1910) General Industry
 - Subpart R Special Industries
 - 1910.268 Telecommunications
 - 1926.510 Subpart M Fall Prevention
- i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

- 1. All users shall furnish the following to Licensor prior to installation of any equipment:
 - a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
 - b. Fully executed License Agreement.
 - c. Copies of FCC Licenses and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 2. The following will not be permitted at the facility without the prior written consent of Licensor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature compensated.
 - f. Digital/analog hybriding in exciters, unless type-accepted.
 - g. Non-continuous duty rated transmitters used in continuous duty applications.
 - h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 - i. Change in operating frequency(ies).
 - j. Ferrite devices looking directly at an antenna.
 - k. Nickel plated connectors.
 - l. Cascaded receiver multicouplers/preamps.
- 3. All emergencies are to be reported immediately to **1-800-852-2671**.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for

the benefit and use of the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
2. 30-76 MHz
 - Isolators required
 - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
 - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Licensor.

- B. Additional protective devices may be required based upon Licensor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)

13. Spectrum analyzer measurements
 14. Voltage Standing Wave Radio (VSWR) measurements
 15. Existing cavity selectivity
- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliax, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and

- symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a

Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points

- on the ground plate.
- 12. The insulated ground lead shall follow the route of and be placed in the cable tray.
- 13. Each rack shall be separately grounded.
- 14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

- 1. Power requirements must be approved, in advance by Licensor.
- 2. Polarized electrical outlets should be installed for all transmitters when possible.
- 3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

- 1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

- 1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
- 2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

- 1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

- 1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

- 1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
- 2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
- 3. No food or drink is allowed within the equipment shelter.
- 4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

- 1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

- 1. Personnel on site shall be required to communicate with the Network Operating Center by calling **1-800-852-2671** and report their arrival on site, identity, purpose, expected and actual departure times.

2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

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

MEMORANDUM OF COMMUNICATIONS FACILITIES LICENSE AGREEMENT

This Memorandum of Communications Facilities License Agreement (the "Memorandum") made as of this ___ day of _____, 20___, between City of Lucas, Texas ("CITY"), with its principal offices at 665 Country Club Road, Lucas, Texas 75002-7651, and Dallas MTA, L.P. d/b/a Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (hereinafter referred to as "LICENSEE").

1. CITY and LICENSEE entered into a Communications Facilities License Agreement (the "Agreement") on _____, 20___, for a term of five (5) years with the right to renew for three (3) additional five (5) year terms unless terminated in accordance with the terms of the Agreement. A copy of the Agreement is on file in the offices of CITY and LICENSEE.

2. In consideration of the rental set forth in the Agreement, CITY has agreed to lease to LICENSEE a portion of that certain parcel of property owned by CITY and being described in documents recorded as Volume 3902, Page 2086 and as Document No. 20100311000235280 of the Official Public Records of Collin County, Texas (the entirety of LESSOR's property is referred to hereinafter as the "Property"), with said portion being described as a fifty foot (50') by seventy-two and 5/100 foot (72.05') parcel containing 3,603 square feet, together with the non-exclusive rights for ingress and egress and utility purposes (collectively, the "Premises"). The Premises are described herein on Exhibit "A" attached hereto and made a part hereof.

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

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

5. The Commencement Date of the Agreement is defined as the first (1st) day of July, 2014.

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

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

EXECUTED on this _____ day of _____, 20__.

CITY:

City of Lucas, Texas,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____
Joe Gorfida, Jr., City Attorney

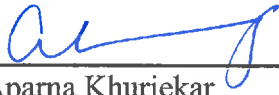
Date: _____

EXECUTED on this 23 day of June, 2014

LICENSEE:

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

By: Verizon Wireless Texas, LLC
Its General Partner

By:  _____

Name: Aparna Khurjekar

Title: Area Vice President Network

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____, on behalf of the City of Lucas.

Notary Public, State of Texas

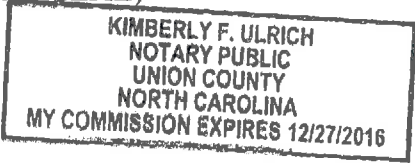
STATE OF NORTH CAROLINA)
)SS. ACKNOWLEDGMENT
COUNTY OF MECKLENBURG)

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

Given under my hand and seal of office this 23 day of June, 2014.

Kimberly F. Ulrich
Notary Public in and for the State of North Carolina

(PERSONALIZED SEAL)



LICENSEE LEASE AREA

BEING a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to City of Lucas, Texas by Special Warranty Deed dated April 24, 1997, and recorded in Volume 3902, Page 2086, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with red cap in the approximate center of E. Winningkoff Road, same being the most easterly southeast corner of that certain tract of land conveyed to City of Lucas, Texas, by Special Warranty Deed dated March 8, 2010, and recorded in Instrument No. 20100311000235280, Deed Records, Collin County, Texas;

THENCE along the south line of said City of Lucas, Texas, tract by Instrument No. 20100311000235280, North 88 degrees 40 minutes 21 seconds West, a distance of 172.27 feet to a Point;

THENCE through the interior of said City of Lucas, Texas, tracts, the following two (2) courses:

1. North 01 degrees 23 minutes 23 seconds East, a distance of 217.38 feet to a Point;
2. South 88 degrees 36 minutes 37 seconds East, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of Lucas, Texas, tract by Volume 3902, Page 2086, the following four (4) courses:

1. South 88 degrees 36 minutes 37 seconds East, a distance of 72.05 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
2. South 01 degrees 23 minutes 23 seconds West, a distance of 50.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. North 88 degrees 36 minutes 37 seconds West, a distance of 72.05 feet to a fence corner;
4. North 01 degrees 23 minutes 23 seconds East, a distance of 50.00 feet to the POINT OF BEGINNING hereof and containing 0.0827 acres or 3,603 square feet of land, more or less.

LICENSEE 20' ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to City of Lucas, Texas by Special Warranty Deed dated April 24, 1997, and recorded in Volume 3902, Page 2086, Deed Records, Collin County, Texas, and that certain tract of land conveyed to City of Lucas, Texas, by Special Warranty Deed dated March 8, 2010, and recorded in Instrument No. 20100311000235280, Deed Records, Collin County, Texas, being more particularly described by metes and bounds as follows:

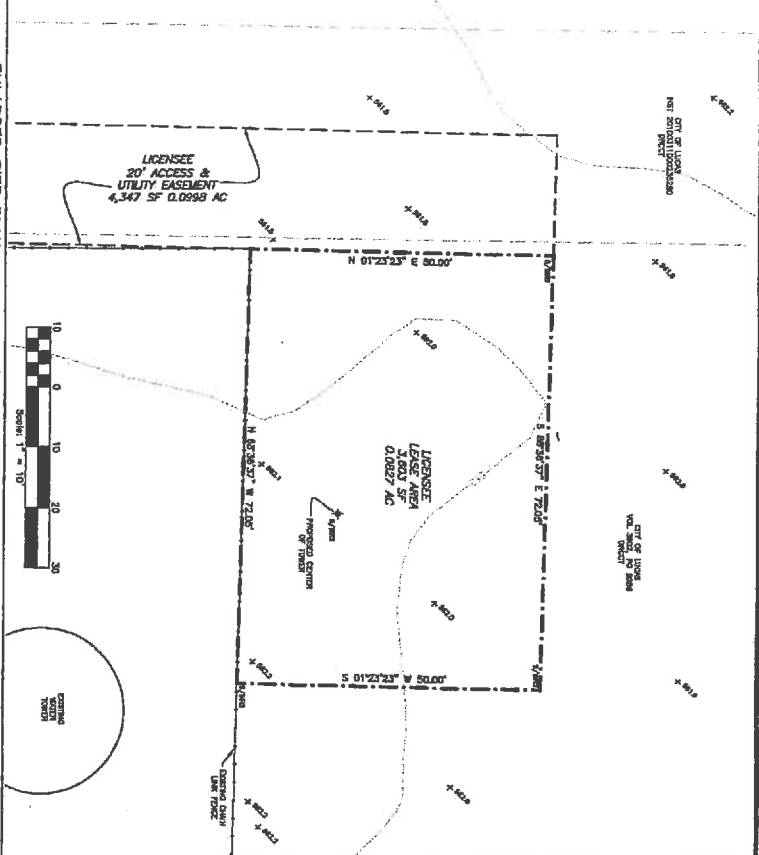
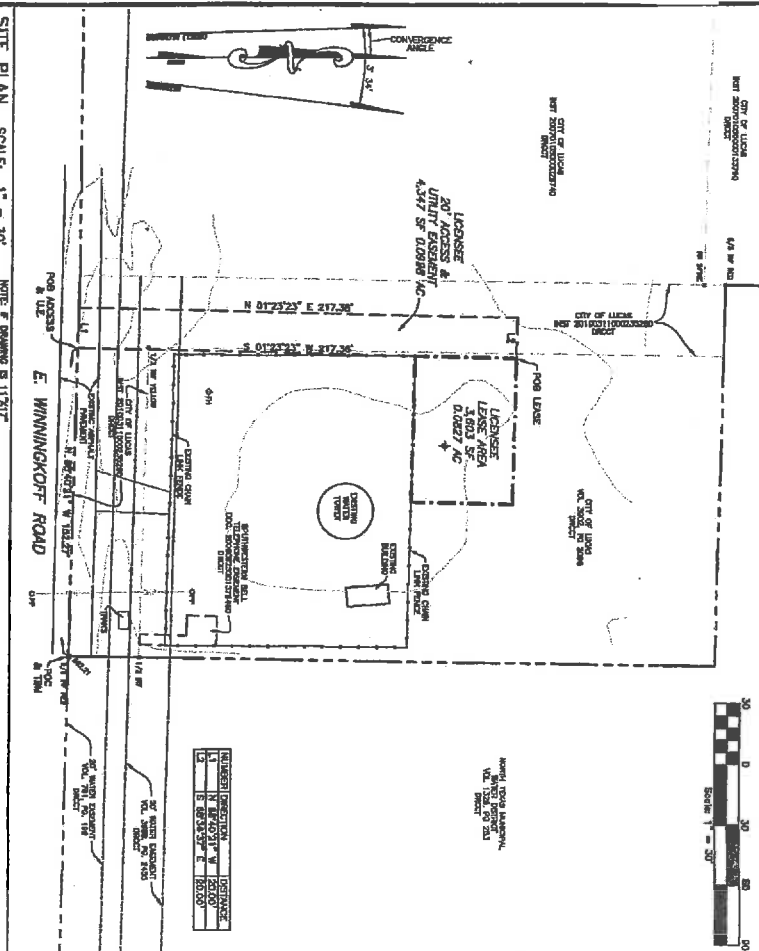
COMMENCING at a 5/8" iron rod found with red cap in the approximate center of E. Winningkoff Road, same being the most easterly southeast corner of said City of Lucas, Texas, tract by Instrument No. 20100311000235280;

THENCE along the south line of said City of Lucas, Texas, tract by Instrument No. 20100311000235280, North 88 degrees 40 minutes 21 seconds West, a distance of 152.27 feet to a Point;

THENCE continuing along the south line of said City of Lucas, Texas, tract by Instrument No. 20100311000235280, North 88 degrees 40 minutes 21 seconds West, a distance of 20.00 feet to a Point;

THENCE through the interior of said City of Lucas, Texas, tracts, the following three (3) courses:

1. North 01 degrees 23 minutes 23 seconds East, a distance of 217.38 feet to a Point;
2. South 88 degrees 36 minutes 37 seconds East, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of the lease area described hereon;
3. South 01 degrees 23 minutes 23 seconds West, a distance of 217.36 feet to the POINT OF BEGINNING hereof and containing 0.0998 acres or 4,347 square feet of land, more or less.



SITE PLAN SCALE: 1" = 30'

LEGEND

- ◊ - PO - POWER POLE
- ◊ - TRD - TELEPHONE TOWER
- ◊ - W - WATER VALVE
- ◊ - H - HIGH WATER
- ◊ - T - TOWER
- ◊ - C - CONCRETE CURB
- ◊ - S - SIDEWALK
- ◊ - D - DRIVE
- ◊ - R - ROAD
- ◊ - L - LOT
- ◊ - B - BOUNDARY
- ◊ - M - METEOROLOGICAL
- ◊ - O - OTHER
- ◊ - U - UTILITY
- ◊ - V - VEGETATION
- ◊ - F - FENCE
- ◊ - G - GROUND
- ◊ - A - AREA
- ◊ - S - SURFACE
- ◊ - T - TOP
- ◊ - B - BOTTOM
- ◊ - M - MIDDLE
- ◊ - O - OUTLINE
- ◊ - I - INTERIOR
- ◊ - E - EXTERIOR
- ◊ - S - SURROUNDING
- ◊ - T - TERRAIN
- ◊ - C - CHARACTER
- ◊ - O - OCCUPANCY
- ◊ - U - USE
- ◊ - V - VALUE
- ◊ - F - FUTURE
- ◊ - G - GENERAL
- ◊ - A - ADJACENT
- ◊ - S - SURFACE
- ◊ - T - TOP
- ◊ - B - BOTTOM
- ◊ - M - MIDDLE
- ◊ - O - OUTLINE
- ◊ - I - INTERIOR
- ◊ - E - EXTERIOR
- ◊ - S - SURROUNDING
- ◊ - T - TERRAIN
- ◊ - C - CHARACTER
- ◊ - O - OCCUPANCY
- ◊ - U - USE
- ◊ - V - VALUE
- ◊ - F - FUTURE
- ◊ - G - GENERAL
- ◊ - A - ADJACENT

VICINITY MAP

PROJECT INFORMATION

SURVEYOR'S CERTIFICATE

LEGEND

- ◊ - PO - POWER POLE
- ◊ - TRD - TELEPHONE TOWER
- ◊ - W - WATER VALVE
- ◊ - H - HIGH WATER
- ◊ - T - TOWER
- ◊ - C - CONCRETE CURB
- ◊ - S - SIDEWALK
- ◊ - D - DRIVE
- ◊ - R - ROAD
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- ◊ - O - OCCUPANCY
- ◊ - U - USE
- ◊ - V - VALUE
- ◊ - F - FUTURE
- ◊ - G - GENERAL
- ◊ - A - ADJACENT

VICINITY MAP

PROJECT INFORMATION

SURVEYOR'S CERTIFICATE

<p>SV-1</p>	NO.	DATE:	DESCRIPTION:		<p>SURVEY</p> <p>SITE NAME: WHITE_ROCK_CREEK SITE NUMBER: 210724</p> <p>815 E. WINNINGKOFF RD. LUCAS, TX 75002</p>		<p>White Rock Creek Exhibit "B"</p>
	1	04/07/2013	SETUP				
	2	04/07/2013	FIELD				
	3	04/07/2013	FIELD				
	4	04/07/2013	FIELD				
	5	04/07/2013	FIELD				
	6	04/07/2013	FIELD				



**City of Lucas
Council Agenda Request
Meeting Date: July 17, 2014**

Name & Title of Requestor: Stanton Foerster, Public Works Director

Agenda Item:

Discuss and consider an update to the Thoroughfare Plan dated July 17, 2014.

Background Information:

On April 17 and May 17, 2014, the Lucas City Council, staff, citizens, and consultants met and discussed a variety of items relating to transportation and roadway needs (past, present, and future) within the City of Lucas. Staff received direction during these meetings and has prepared an update to the Thoroughfare Plan outlined in the 2004 Comprehensive Plan. The Thoroughfare Plan is an important element determining the future growth, direction, and vision for the City of Lucas. Without a clear understanding of how the transportation backbone of the City is to form, the City Council, staff, citizens, and planners will not be able to see how and where the development, land plan, zoning, utilities, etc. should be taking place.

Attachments/Supporting Documentation:

City of Lucas Thoroughfare Plan July 17, 2014

Budget/Financial Impact:

This update has no financial impact on the FY 13-14 Budget. Staff will be requesting funds in the FY 14-15 Budget to update the Comprehensive Plan and a collector roadway assessment. Consultants will be utilized for this work. Staff is planning to have the assessment completed by December of this year if approved by the City Council.

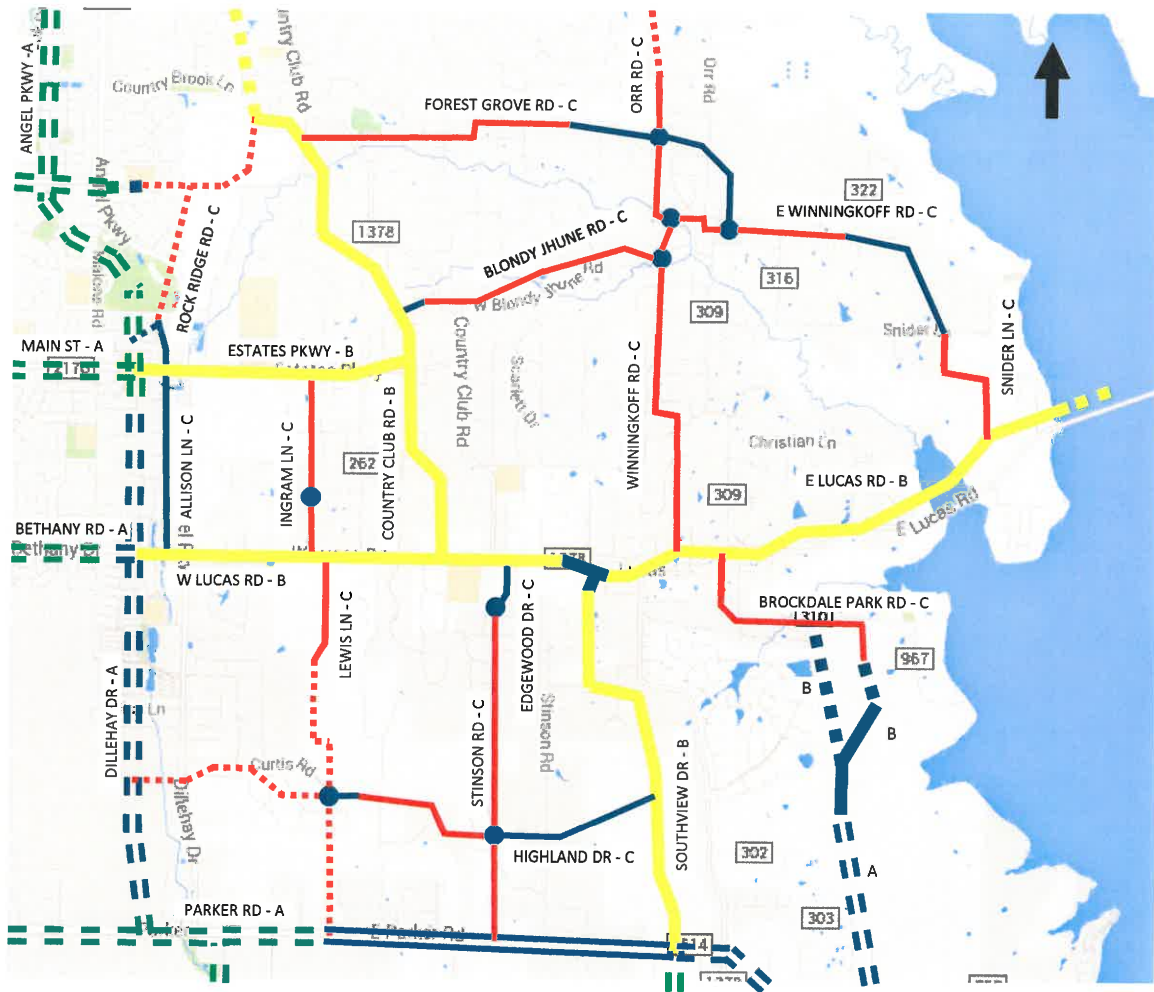
Recommendation:

Staff recommends approval of the updated thoroughfare plan.

Motion:

I make a motion to **approve/deny** City of Lucas Thoroughfare Plan dated July 17, 2014.

City of Lucas Thoroughfare Plan July 17, 2014



Legend

- Red Solid Line is an existing thoroughfare within the city.
- Blue solid line is a proposed thoroughfare within the city.
- Red dashed line is an existing thoroughfare outside of the city.
- Blue dashed line is a proposed thoroughfare outside of the city.
- Blue dot is a proposed roundabout location.

Thoroughfare	No. of Lanes	Divided Roadway	Pavement Width (Feet)	Right-of-Way Width (Feet)
A	Six	Yes	78 + 16-Foot Median	120
B	Four	No	64	90
C	Two	No	34	60
D*	Two	No	24	50

City of Lucas Thoroughfare Plan July 17, 2014

Street Name	Thoroughfare Type	Limits
Allison Ln	C	All
Angel Pkwy/Dillehay Dr	A	All
Brockdale Park Rd	C	First 7,000 Feet South of E Lucas Rd
Brockdale Park Rd	B	From 7,000 to city limits
Brockdale Park Rd	A	All outside the city limits
Blondy Jhune Rd	C	All
Country Club Rd	B	All
East Winningkoff Rd	C	All
Edgewood Dr	C	All
Estates Pkwy	B	All
Forest Grove Rd	C	All
Highland Dr	C	All
Ingram Ln	C	All
Lewis Ln	C	All
Lucas Rd	B	All
Orr Rd	C	All
Parker Rd	A	All
Rock Ridge Rd	C	All
Snider Ln (East/West)	D	Between Winningkoff Rd and E Winningkoff Rd
Snider Ln (North/South)	C	From E Lucas Rd to E Winningkoff Rd
Southview Dr	B	All
Stinson Rd	C	South of Edgewood Dr Roundabout
Stinson Rd	D	W Lucas Road to Edgewood Dr Roundabout
Winningkoff Rd	C	All

Roundabout Locations

1. Orr Rd/Forest Grove Rd
2. Winningkoff Rd/Orr Rd/E Winningkoff Rd
3. Forest Grove Rd/E Winningkoff Rd
4. Winningkoff Rd/Blondy Jhune Rd/Winningkoff Rd
5. Travis Ranch Ln/Ingram Ln
6. Stinson Rd/Edgewood Dr
7. Stinson Rd/Highland Dr
8. Highland Dr/Lewis Ln



City of Lucas
City Council Agenda Request
Meeting Date: July 17, 2014

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

Agenda Item:

Discuss and give direction to staff regarding extending the city's nuisance ordinance into the ETJ.

Background Information:

Recently staff has received numerous complaints about drainage and mosquito abatement as well as the sale and use of fireworks in the city's ETJ. Staff would like direction on how to proceed with the extension of the city's nuisance ordinance.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

None

Recommendation:

Give direction on options listed below.

1. Adopt an ordinance extending the current nuisance ordinances into the ETJ 5,000 feet. (maximum)
2. Do not extend the nuisance ordinance into the ETJ.
3. Adopt an ordinance to extend the nuisance ordinance to properties currently surrounded on all sides by the existing city limits. (minimum)

Motion:

I make a Motion to...



City of Lucas
City Council Agenda Request
Meeting Date: July 17, 2014

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

Agenda Item:

Discuss and consider a request by Todd Winters on behalf of Lucas Christian Academy (LCA) for a development agreement to pay required impact fees over a five year period with the first payment of \$14,840.20 due in January 2015 and the final payment of \$14,840.20 due in January 2019.

Background Information:

Lucas Christian Academy (LCA) was initially given a Special Use Permit (SUP) for a temporary use at their current location. It was our understanding at the time this SUP was provided, that LCA never intended that this would be a permanent location so impact fees were not charged when they opened, nor should they have been charged for a temporary use.

It is LCA's position that they are being unfairly assessed with road improvement costs because the City is requesting payment of the roadway impact fees and also requiring them to install turn lanes based on the City's traffic study. In accordance with the Code of Ordinance Section 10.02.007 the City does not provide credit for road improvements that only improve conditions at a specific site.

Attachments/Supporting Documentation:

1. Development Agreement.

Budget/Financial Impact:

The impact to the City of Lucas budget would be the delay in realizing the revenue associated with the roadway impact fees in the amount of \$74,201.

Recommendation:

Because of the unique nature of a high quality educational institution, staff recommends the five year payment plan of the required impact fees in the amount of \$74,201.

Motion:

I make a Motion to **approve/deny** the request by Todd Wintters on behalf of Lucas Christian Academy (LCA) for a development agreement to pay required impact fees over a five year period with the first payment of \$14,840.20 due in January 2015 and the final payment of \$14,840.20 due in January 2019.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made by and among the City of Lucas, Texas (the “City”) and Lucas Christian Academy, Inc., a Texas non-profit corporation, (the “Academy”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

RECITALS

WHEREAS, the Academy owns approximately 15.875 acres of property located at 505 W. Lucas Road, in Lucas, Texas, being further described in Exhibit “A” (“Land”), and intends to construct a private school in two phases. Phase One construction shall consist of a 41,000 square foot school building; and, Phase Two construction shall consist of a Gym to Theater Conversion, Double Court Basketball and Volleyball Gym, Field House, Sports Fields, and Parking Lot (hereinafter defined as the “Completed Facility”) on the Land; and

WHEREAS, pursuant to Chapter 395 of the Texas Local Government Code, the City has adopted an ordinance that assesses roadway and water impact fees against new development and requires such fees to be paid at the time the City issues a building permit; and

WHEREAS, the Academy has advised the City that a contributing factor that would assist them in the development of the Completed Facility would be an agreement by the City to allow the Academy to pay the roadway impact fees in the amount of \$74,201.43 (the “Impact Fees”) over a five (5) year period; and

WHEREAS, the City Council has determined that entering into a Development Agreement that allows the Academy to make five (5) annual payments of the Impact Fees will further assist the Academy in its development of the Completed Facility; and, that the City and its inhabitants will benefit from the construction of the Completed Facility;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Academy” shall mean Lucas Christian Academy, a Texas non-profit corporation.

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

“Commencement of Construction” shall mean at the time the Academy requests a building permit for Phase Two.

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

“Expiration Date” shall mean the Parties have fully satisfied their respective obligations herein or January 25, 2019, whichever occurs first.

“Impact Fees” shall mean roadway impact fees assessed by the City against the Land in the amount of \$74,201.43.

“Phase Two” shall mean: the Commencement of Construction of any of the following: the conversion of the Gym to a Theater, Double Court Basketball and Volleyball Gym, Field House, Sports Fields, and Parking Lot or the Commencement of Construction on the Land of any additional facilities.

Article II Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Impact Fee payment

Subject to the Academy’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to allow the payment of the Impact Fees over a five (5) year period provided Commencement of Construction for Phase Two does not occur prior to January 25, 2019. The first payment in the amount of \$14,840.20 shall be paid by the Academy on or before January 25, 2015 with the remaining four (4) payments in the amount of \$14,840.20 being due by January 25 of each subsequent year (2016, 2017, 2018 and 2019). In the event that Commencement of Construction for Phase Two occurs prior to January 25, 2019, the remaining Impact Fee balance shall be paid to the City prior to issuance of a building permit.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date;
- (c) by any Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or

- (d) by City and/or Academy, 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 V
Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

5.2 Limitation on Liability. It is understood and agreed between the Parties that the City and the Academy, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third-parties in connection with these actions.

5.3 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.

5.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

With a copy to:

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

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Academy, to:

Lucas Christian Academy
Attn: Michael T. Phipps
President, LCA Advisory Board
505 West Lucas Road
Lucas, Texas 75002

5.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

5.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

5.9 Legal Construction. In the event 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 unenforceability shall not affect other provisions, 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 shall 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.

5.10 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Academy without the prior written consent of the City.

5.11 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

5.12 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments to this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Land.

5.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties.

[Signature Page to Follow]

EXECUTED in duplicate originals the 17th day of July, 2014.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Attest:

By: _____
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(06-10-14/66585)

EXECUTED in duplicate originals the ____ day of _____, 2014.

Lucas Christian Academy

By: _____
Michael T. Phipps
President, LCA Advisory Board

Exhibit "A"
Land Description

Lucas Christian Church Addition and Lucas Christian Academy
415 W. Lucas Road

A0538 Lovelady, JAS, Tract 16, 2.3340 acres
A0538 Lovelady, JAS, Tract 15, 2.8000 acres
A0538 Lovelady, JAS, Tract 69, 17.232 acres



City of Lucas
City Council Agenda Request
Meeting Date: July 17, 2014

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

Agenda Item:

Discuss and consider a request by Mike Phipps on behalf of Lucas Christian Academy (LCA) for an extension on the time to allow for the installation of turn lanes until summer of 2015.

Background Information:

LCA and County Commissioner Chris Hill have negotiated an agreement with TxDOT to install the turn lanes for LCA. This would require a funding agreement between the City and LCA, and a funding agreement between the City of Lucas and TxDOT.

LCA and County Commissioner Chris Hill have been in negotiations with TxDOT to have TxDOT install their required turn lanes as part of an existing TxDOT project for the summer of 2015. LCA and the State have come to an agreement. The problem is they left the City out of these negotiations, staff expected the turn lanes to be installed prior to the start of school in the fall of 2014. The City would not issue a full building permit, staff only issued a foundation permit pending TxDOT approvals of the turn lanes. Once approvals were complete the City issued the full permit. Last week Spencer Hill with Hill and Wilkinson asked Stanton to approve plans without the turn lanes, he declined. Per the terms of their Specific Use Permit (SUP) the turn lanes are to be installed prior to the start of the 2014 school year. Now there is no way turn lanes can be installed prior to the start of the school year.

Below is an email from Mr. Chris Fryer summarizing their negotiations with TxDOT regarding the required turn lanes:

From: Chris Fryer [<mailto:cfryer@cclassociates.com>]
Sent: Wednesday, July 09, 2014 8:38 AM
To: Joe Hilbourn; Joni Clarke

Cc: Phipps, Mike; dportillo@lucaschristianacademy.com; Todd Wintters; Kirby Jones

Subject: TxDOT road improvements

Joni/Joe, thanks for the phone call last week. I hope we can get all this worked out regarding the turn lanes and the school opening. It is my understanding the city attorney will give an opinion on the development agreement and the turn lanes required by the SUP. I trust the letter on the impact fees got LCA on the next City Council meeting so we could resolve and have closure on the issue. As promised, below is a summary of the TxDOT road issue as we understand it. We got off track by assuming TxDOT was communicating with the City of Lucas. They informed us that they cannot work with us but only with the City via an AFA. The school would have to escrow money in the city account and when TxDOT was ready to install the turn lanes, the money would be spent from that account.

1. LCA always knew the turn lanes would have to be installed and desired to have them for the safety of all those using the school campus and the safety of the people using the road. They were recommended but not required by TxDOT per the TxDOT report.
2. The City of Lucas had a traffic study completed that recommended the turn lanes be installed and made it a part of the SUP and requirement for opening the school.
3. LCA began working on the turn lanes development and getting preliminary pricing from contractors. The civil engineer estimated the turn lanes to cost upwards of approximately \$200k.
4. LCA was informed that TxDOT had a major road improvement project (\$1.9 mil) on the road and would install the turn lanes as a part of the road improvement project but LCA had to pay for them.
5. TxDOT gave the school a price of \$74,000 to incorporate the turn lanes into their road improvement project with the requirement the money would be escrowed by Feb 2015.
6. TxDOT informed LCA the letting of the contract would be March 2015 with the work completed in 2015 via an AFA with the City of Lucas. TxDOT could not work directly with the school.
7. LCA abandoned plans to install the turn lanes on their own when TxDOT informed LCA that TxDOT had to do the work and not the school. It would be cheaper and the liability would be on the road contractor hired by TxDOT.
8. LCA assumed (wrongly) that TxDOT had communications with the City of Lucas on the road and their plans to install the turn lanes. LCA did not follow up with the City as we thought TxDOT was taking care of the issue.
9. After it was revealed to LCA the road turn lanes was a problem with the opening, TxDOT called the City Engineer (Stanton) to discuss and advise TxDOT was installing the turn lanes as a part of the bigger project in 2015. Stanton informed TxDOT the turn lanes had to be installed before the CO would be issued.

The above represents a summary of activities as we understand them and have participated in them. We are hopeful we can get all this worked out for the good of all and the school can open as scheduled. Let me know if you have questions, we have misunderstood in any way or there are errors or omissions. Thanks for your help with this.

Chris Fryer

Options:

1. Deny the Certificate of Occupancy pending installation of turn lanes. Requiring LCA to continue using temporary structures until turn lanes can be installed.
2. Give a temporary Certificate of Occupancy pending installation of turn lanes in the summer of 2015.
3. Give a temporary Certificate of Occupancy until January 1, 2015, giving LCA time to select a contractor and install turn lanes.
4. Amend the existing SUP to allow for installation of turn lanes during the summer 2015.

Motion:

I make a Motion to **approve/deny** the request by Mike Phipps on behalf of Lucas Christian Academy (LCA) for an extension on the time to allow for the installation of turn lanes until summer of 2015.



City of Lucas
City Council Agenda Request
Meeting Date: July 17, 2014

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

Agenda Item:

Discuss and consider a request by Steve Lenart for a development agreement for between the City of Lucas and CDAG Lewis Park, LLC regarding the dedication of 5.5 acres of land to the City for parks in consideration for number of lots and parks fees.

Background Information:

Staff and Steve Lenart have been in negotiations for parkland near the city's existing park on Country Club Road. Staff feels there is a need for park land on the southern half of the city. The project without parkland dedication shows 35 lots on a concept plan with R-1.5 zoning consistent with the approved comprehensive plan for the city. Staff is asking for consideration of lot sizes to allow for dedication of parkland at no cost to the city except park fees still allowing the developer to maintain 35 lots.

Attachments/Supporting Documentation:

1. Development Agreement.
2. Concept plan

Budget/Financial Impact:

None

Recommendation:

Approve as presented.

Motion:

I make a Motion to **approve/deny** the Development Agreement for between the City of Lucas and CDAG Lewis Park, LLC regarding the dedication of 5.5 acres of land to the City for parks in consideration for number of lots and parks fees.



CONCEPT D.2
Proposed Residential Development

City of Lucas
 Collin County, Texas



G&A Job No. 14026 Date: April 4, 2014 By: RR
 G:\Concept\14026 CONCEPT D.2 040414.dwg

This concept plan is intended for conceptual developmental use and shall not be interpreted as an official or submitted document. All aerial and map images were attained from best available information. This plan is subject to change.

STATE OF TEXAS §
§ DEVELOPMENT AGREEMENT
COUNTY OF COLLIN §

This Development Agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and CADG Lewis Park, L.L.C. (“Developer”), (collectively referred to as “Parties” and individually as a “Party” acting by and through their respective representatives.

RECITALS

WHEREAS, Developer is under contract to purchase certain real property described by metes and bounds in attached Exhibit “A” (the “Property #1”); and

WHEREAS, Developer has purchased certain real property described by metes and bounds in attached Exhibit “B” (the “Property #2”); and

WHEREAS, Developer intends to develop Property #1 and Property #2 collectively into one overall development as indicated in attached Exhibit “C” (the “Property”); and

WHEREAS, Developer intends to develop the Property in general conformance with the concept plan attached as Exhibit “C” and the City’s comprehensive zoning ordinance, provided the Developer is granted an amendment by the governing body to the comprehensive zoning ordinance to develop in accordance with Residential R 1 Acre and Residential 1.5 Acre development standards (the “Concept Plan”); and

WHEREAS, Developer intends to dedicate to the City, for use as a public park, as shown on the plan attached as Exhibit “D” (the “Park Land Dedication”); and

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

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

Article I
Term

This Agreement shall commence on the last date the Parties have executed the Agreement (“Effective Date”) and shall terminate on the date (“Expiration Date”) that is the earlier date of (1) the expiration of ten (10) years after City’s acceptance of the Property; or (2) the date the Developer and City have fully satisfied all of the terms and condition herein; or (3) January 1, 2025; or (4) unless sooner terminated herein.

Article II
Definitions

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

“Approved Plans” shall mean the plans and specifications for the Property as approved by the City.

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

“Developer” shall mean CADG Lewis Park, L.L.C. and or its assigns.

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

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

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

“Property” shall mean the real property described by meets and bounds in the attached Exhibit “A” and Exhibit “B” and as depicted on Exhibit “C”.

Article III Park Dedication

3.01 Dedication of Park Land. Developer agrees to dedicate to the City approximately 5.5 acres of land as depicted on Exhibit “D” (the “Park Land Dedication”). Such dedication shall occur at the time of final plat approval and recordation of the Property. The exact acreage of the Park Land Dedication will be agreed upon by both City and Developer during the development process.

3.02 Use of Park Land Dedication Property. It is agreed upon by both Developer and City that the Park Land Dedication property will be used solely for park purposes such as ball fields, walking trails, playgrounds, picnic pavilions, parking lots, etc. and no other public or private uses will be allowed. Furthermore, no improvements on the Park Land Dedication property will be lighted for use after sunset and no public address systems and/or loudspeakers will be permitted.

3.03 Open Space/Park Fees. The Park Land Dedication shall satisfy all City requirements regarding open space dedication, park land dedication, and Park Fee payments for the Property. No additional dedications or Park Fee payments shall be required.

Article IV
Subdivision Layout

4.01 Subdivision Layout. Developer intends to plat the Property in basic conformance with Exhibit "C", which contains 35 (thirty-five) residential lots. Developer reserves the right to adjust the street and lot layout on Exhibit "C" as long as the Park Land Dedication remains in the same approximate location and remains the same approximate size. Developer agrees that the Property will contain no more than 35 (thirty-five) residential lots in any instance.

Article V
Notice

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

If Notice to Developer:

CADG Lewis Park, L.L.C.
1221 I-35 E. Suite 200
Carrollton, TX 75006

With a copy to:

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

If Notice to Lucas:

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

With a Copy to:

Joe Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith
500 N. Akard

Suite 1800
Dallas, Texas 75201

Article VI Termination

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

Article VII Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.15 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.

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

(signature page to follow)

EXECUTED on this 17th day of July, 201 .

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Approved as to Form:

By: _____
Joe Gorfida, Jr., City Attorney
(JIG/07-18-13/60754)

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this th ay of y, 2014, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws if the State of Texas, in such capacity on behalf of such municipal corporation.

Kathy Wingo
Notary Public, State of Texas

EXECUTED on this _____ day of _____, 2014 .

Developer

CADG Lewis Park, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability
company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

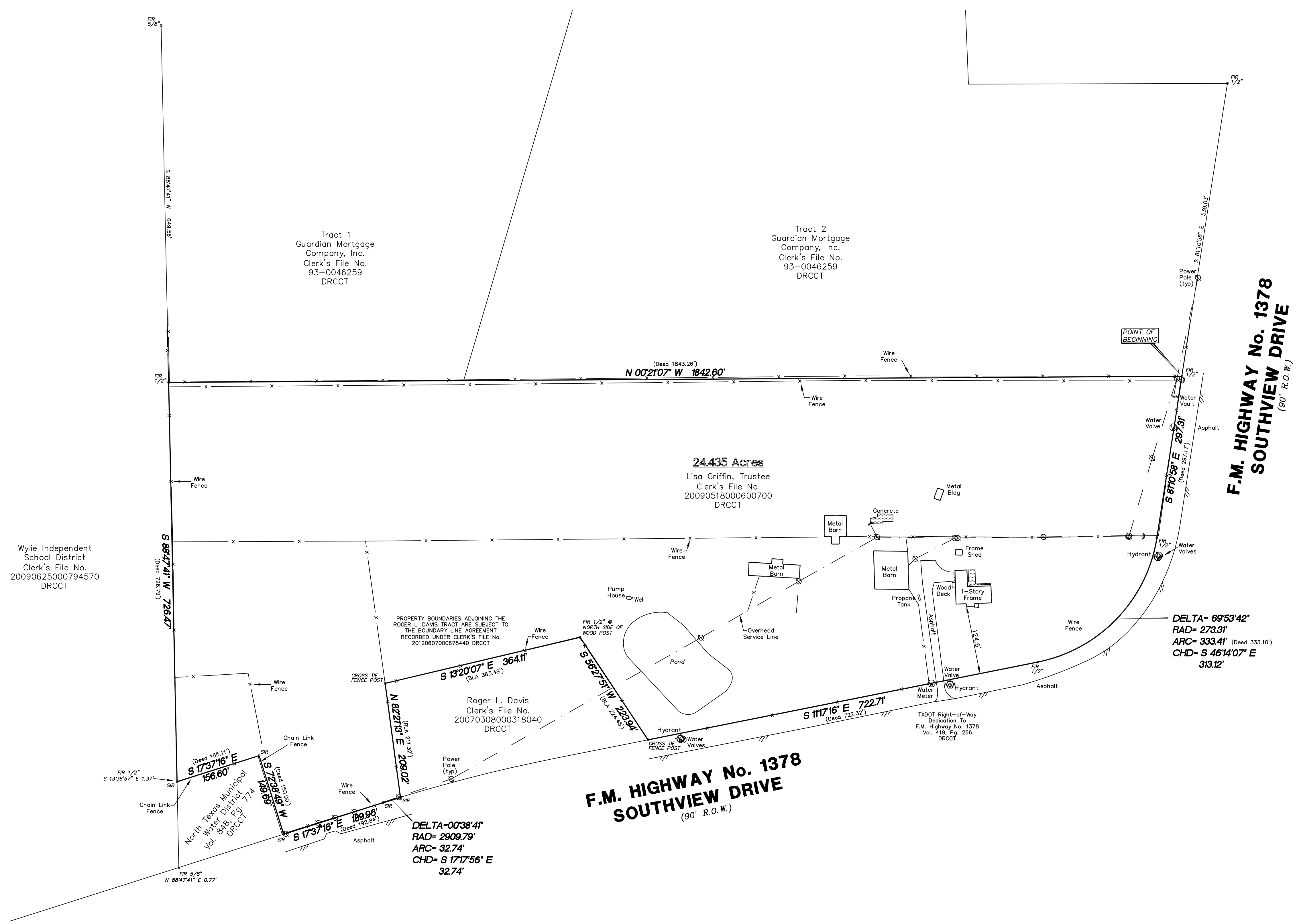
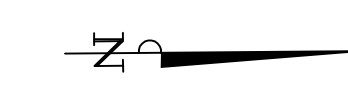
By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Lewis Park, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT A



BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, in the City of Lucas, Collin County, Texas, and being all of that same tract of land as described in deed to Lisa Griffin, Trustee, recorded under Clerk's File No. 20090518000600700 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the south line of F.M. Highway No. 1378 (Southview Drive) (90 foot right-of-way), at the northeast corner of a Tract 2 as described in deed to Guardian Mortgage Company, Inc. recorded under Clerk's File No. 93-0046259 DRCCT;

THENCE South 81 degrees 10 minutes 58 seconds East, along the south line of said F.M. Highway No. 1378, 297.31 feet to a 1/2-inch iron rod found at the point of curvature of a circular curve to the right at TXDOT station 209+41.9 having a radius of 273.31 feet;

THENCE southeasterly, along said curve to the right and along the south line of said F.M. Highway No. 1378, through a central angle of 69 degrees 53 minutes 42 seconds, an arc distance of 333.41 feet and having a chord which bears South 46 degrees 14 minutes 07 seconds East, 313.12 feet to a 1/2-inch iron rod found at the point of tangency at TXDOT station 205+53.7;

THENCE South 11 degrees 17 minutes 16 seconds East, along the west line of said F.M. Highway No. 1378, 722.71 feet to a cross tie fence post found at the northeast corner of a tract of land as described in deed to Roger L. Davis recorded under Clerk's File No. 20070308000318040 DRCCT;

THENCE along the north, west and south line's of said Davis tract as established by Boundary Line Agreement recorded under Clerk's File No. 20120607000678440 DRCCT the following:

South 56 degrees 27 minutes 51 seconds West, departing the west line of said F.M. Highway No. 1378, 223.94 feet to a 1/2-inch iron rod found on the north side of a wooden post;

South 13 degrees 20 minutes 07 seconds East, 364.11 feet to a cross tie fence post found;

North 82 degrees 21 minutes 13 seconds East, 209.02 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' in the west line of said F.M. Highway No. 1378, and lying in a non-tangent circular curve to the left having a radius of 2909.79 feet;

THENCE southeasterly, along said curve to the left and along the west line of said F.M. Highway No. 1378, through a central angle of 00 degrees 38 minutes 41 seconds, an arc distance of 32.74 feet and having a chord which bears South 17 degrees 17 minutes 56 seconds East, 32.74 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' at the point of tangency at TXDOT station 196+55;

THENCE South 17 degrees 37 minutes 16 seconds East, continuing along the west line of said F.M. Highway No. 1378, 189.96 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' at the northeast corner of a tract of land as described in deed to the North Texas Municipal Water District recorded in Volume 848, Page 774 DRCCT;

THENCE South 72 degrees 38 minutes 49 seconds West, departing the west line of said F.M. Highway No. 1378, along the north line of said North Texas Municipal Water District tract, 149.69 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys';

THENCE South 17 degrees 37 minutes 16 seconds East, along the west line of said North Texas Municipal Water District tract, at 2.1 feet passing a chain link fence post, continuing generally along a chain link fence, in all a distance of 156.60 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' in the north line of a tract of land as described in deed to the Wylie Independent School District recorded under Clerk's File No. 20090625000794570 DRCCT;

THENCE South 88 degrees 47 minutes 41 seconds West, along the north line of said Wylie Independent School District tract, 726.47 feet to a 1/2-inch iron rod found at the southeast corner of Tract 1 as described in deed to Guardian Mortgage Company, Inc. recorded under Clerk's File No. 93-0046259 DRCCT;

THENCE North 00 degrees 21 minutes 07 seconds West, departing the north line of said Wylie Independent School District tract, along the east line of said Tract 1, at a calculated distance of 536.44 feet passing the northeast corner of said Tract 1, said point also being the southeast corner of said Tract 2, continuing along the east line of said Tract 2, in all a distance of 1842.60 feet to the **POINT OF BEGINNING** and containing 24.435 acres of land.

DELTA= 69°53'42"
RAD= 273.31'
ARC= 333.41' (Deed 333.10)
CHD= S 46°14'07" E
313.12'

DELTA= 00°38'41"
RAD= 2909.79'
ARC= 32.74'
CHD= S 17°17'56" E
32.74'

Wylie Independent School District
Clerk's File No. 20090625000794570
DRCCT

Tract 1
Guardian Mortgage Company, Inc.
Clerk's File No. 93-0046259
DRCCT

Tract 2
Guardian Mortgage Company, Inc.
Clerk's File No. 93-0046259
DRCCT

24.435 Acres
Lisa Griffin, Trustee
Clerk's File No. 20090518000600700
DRCCT

PROPERTY BOUNDARIES ADJOINING THE ROGER L. DAVIS TRACT ARE SUBJECT TO THE BOUNDARY LINE AGREEMENT RECORDED UNDER CLERK'S FILE NO. 20120607000678440 DRCCT

Roger L. Davis
Clerk's File No. 20070308000318040
DRCCT

F.M. HIGHWAY No. 1378
SOUTHVIEW DRIVE
(90' R.O.W.)

- NOTES:**
- 1) BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83.
 - 2) FIR DENOTES A FOUND IRON ROD.
 - 3) SIR DENOTES A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED 'SPARR SURVEYS'.
 - 4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, NO EASEMENTS OR OTHER ENCUMBRANCES WERE RESEARCHED OR REVIEWED IN CONNECTION WITH THIS SURVEY.
 - 5) (Deed 297.17') DENOTES DEED DIMENSION FROM DEED TO LISA GRIFFIN, TRUSTEE RECORDED UNDER CLERK'S FILE NO. 20090518000600700 DRCCT.
 - 6) (BLA 224.45') DENOTES DIMENSION FROM BOUNDARY LINE AGREEMENT RECORDED UNDER CLERK'S FILE NO. 20120607000678440 DRCCT.

This survey was performed for USA GRIFFIN.
THIS PLAT IS INVALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND EMBOSSED SEAL. THE CERTIFICATION ATTACHED HERETO DOES NOT APPLY TO ANY COPIES.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

To: Lisa Griffin, exclusively;

I, Brad Sparr, a Registered Professional Land Surveyor for Sparr Surveys, do hereby certify that this survey was made on the ground, that this drawing correctly represents the facts found at the time of survey and that this professional service conforms to the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Brad Sparr
Registered Professional
Land Surveyor No. 3701

DRAWN BY: B.D.S./CAD
CHECKED BY: B.D.S.
SCALE: 1" = 100'
DATE: DEC. 12, 2013
JOB NO. 17365

SURVEY
24.435 ACRE TRACT
JAMES ANDERSON SURVEY
ABSTRACT No. 17
CITY OF LUCAS
COLLIN COUNTY, TEXAS

Sparr Surveys
2573 C.R. 722
McKinney, Texas 75069
(214) 544-2297

Property Description

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the James Anderson Survey, Abstract No. 17, being the resurvey of a Tract I, 14.5 acre tract and a Tract II, 21.95 acre tract as recorded under County Clerk No. 201140131000092420 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING of a 1/4" iron rod found in the south right-of-way line of Southview Drive (FM 1378) marking the most northerly northwest corner of said premises, the most northerly northwest corner of said 21.95 acre tract, and the northeast corner of a City of Lucas 3.00 acre tract as recorded in Volume 2170, Page 202 of the Collin County Land Records; THENCE with the south right-of-way line of Southview Drive (FM 1378), the most northerly north line of said premises, and 21.95 acre tract, South 80°48'15" East, 539.29 feet to a Roome capped iron rod set marking the northeast corner of said premises, 21.95 acre tract, and the northwest corner of a 24.45 acre tract as recorded in Volume 6045, Page 2781 of the Collin County Land Records;

THENCE with the east line of said premises, said 21.95 acre tract, and the east line of the aforementioned 14.5 acre tract, and being in the north line of a 60.00 acre tract as found marking the southeast corner of said premises, said 14.5 acre tract, the southwest corner of said 24.45 acre tract, and being in the north line of a 60.00 acre tract as recorded under County Clerk No. 20090625000794570 of the Collin County Land Records;

THENCE a the south line of said premises, said 14.5 acre tract, and the north line of said 60.00 acre tract, South 89°15'58" West, 649.63 feet to a KHA capped iron rod marking the northwest corner of said 60.00 acre tract, and the most easterly northeast corner of a 232.162 acre tract as recorded under County Clerk No. 20130904001244240 of the Collin County Land Records;

THENCE continuing with a south line of said premises, said 14.5 acre tract, and a north line of said 232.162 acre tract, South 89°15'48" West, 273.28 feet to a KHA capped iron rod found marking the southwest corner of said premises, said 14.5 acre tract, and an interior ell corner of said 232.162 acre tract;

THENCE with the west line of said premise, said 14.5 acre tract, and an east line of said 232.162 acre tract, North 00°06'23" West, 351.92 feet to a 5/8" iron rod found marking the most northerly northeast corner of said 232.162 acre tract and the southeast corner of Brookhaven Ranch Estates, an addition to the City of Lucas as recorded in Volume 6, Page 71 of the Collin County Map Records;

THENCE continuing with a west line of said premises, said 14.5 acre tract, and an east line of Brookhaven Ranch Estates, North 00°34'18" West, 478.02 feet to a 1/2" iron rod found marking the northwest corner of said 14.5 acre tract and the southwest corner of said 21.95 acre tract;

THENCE continuing with a west line of said premises, said 21.95 acre tract, and an interior ell corner of said 232.162 acre tract;

THENCE with the north line of said premises, said 14.5 acre tract, and an east line of said 232.162 acre tract, North 00°06'23" West, 351.92 feet to a 5/8" iron rod found, North 01°00'56" West, 387.03 feet to a 1/2" iron rod found marking the most westerly northwest corner of said 21.95 acre tract, and the southwest corner of the aforementioned City of Lucas 3.00 acre tract;

THENCE with a north line of said premises, said 21.95 acre tract, and the south line of said 3.00 acre tract, North 88°13'33" East, 407.02 feet to a Roome capped iron rod set marking an interior ell corner of said premises, said 21.85 acre tract, and the southeast corner of said City of Lucas 3.00 acre tract;

THENCE with a west line of said premises, said 21.95 acre tract, and the east line of said City of Lucas 3.00 acre tract, North 00°16'11" East, 470.91 feet to the point of beginning and containing 36.436 acres of land.

Surveyor's Certification

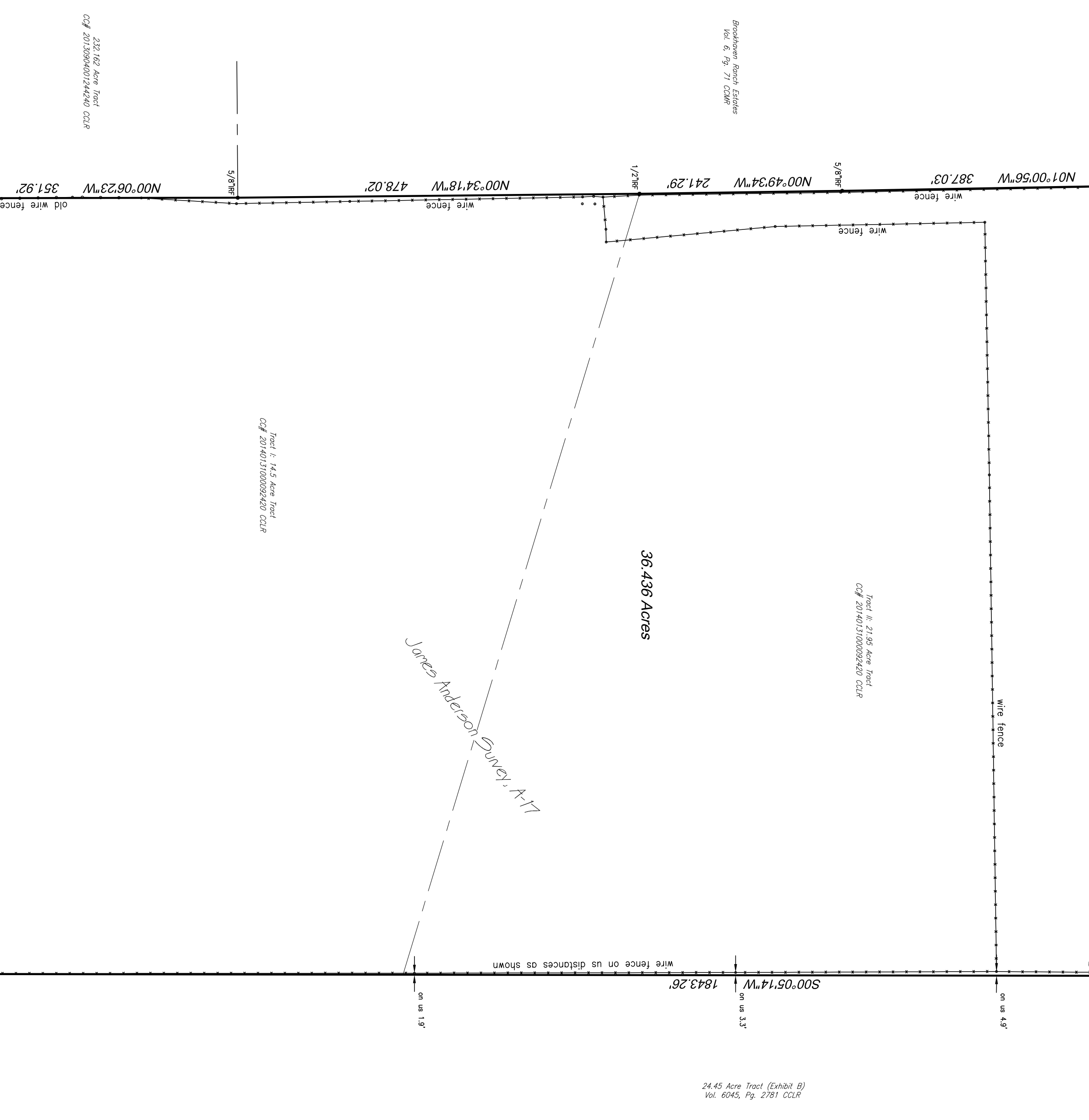
I, F. E. Bemenderfer, Jr., do hereby certify to: **Jack D. Sweet and Margaret B. Sweet, Centurion Acquisitions, L.P., Senders Title, and its underwriter, Fidelity National Title Insurance Company** (1) this survey was made of the Property described herein on February 12, 2014 by myself or under my supervision, (2) the description contained herein and the location of rights-of-way, visible easements, set-back lines, visible improvements, and encroachments, that I have knowledge of or have been informed of are accurately reflected herein, (3) all monuments shown hereon actually exist and the location, size and type of material thereof are correctly shown, (4) the property reflected has access to a public roadway, (5) the relationship of the Property to all contiguous real estate is correctly shown, (6) no part of the subject property lies within a Special Flood Hazard Area mandated by 100-year flood per Map No. 4805500495 J of the F.L.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X).

F. E. Bemenderfer, Jr.
Registered Professional
Land Surveyor No. 4051



36.436 Acres

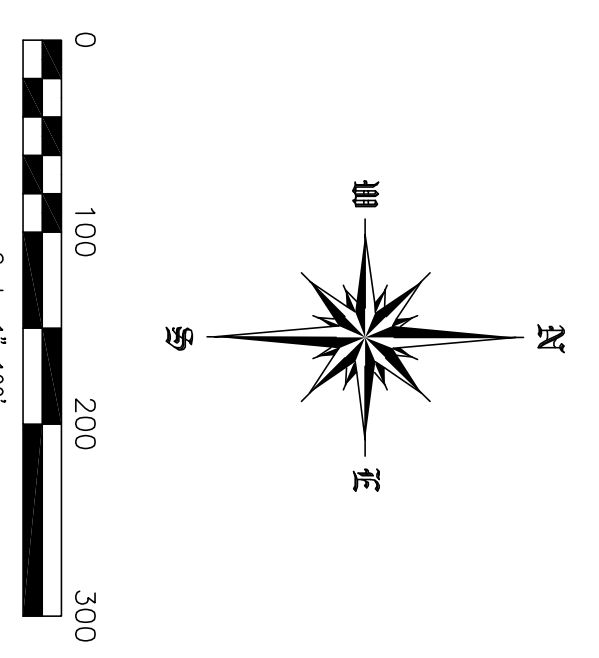
James Anderson Survey A-17



Legend

Roome Capped Iron Rod 3/4"	Roome Capped Iron Rod 3/4"
CLLR	CLLR
Collin County Land Records	Collin County Land Records
Iron Rod Found	Iron Rod Found
CM	Collin County Map Records
Contouring Monument	Contouring Monument
CMC	Collin County Map Records
Color Marker	Color Marker
CH	Collin County Map Records
Fire Hydrant	Fire Hydrant
Power Pole	Power Pole
Old Wire Fence	Old Wire Fence
Opened Lines	Opened Lines
Wire Fence	Wire Fence
Old	Old

Vacant Property
36.436 Acres
James Anderson Survey, Abstract No. 17
City of Lucas, Collin County, Texas
February 28, 2014



Roome Land Surveying, Inc.
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com

File: Z:\2014\14026\Drawings\Zoning\14026 ZCP
 Plotted: 7/7/2014 4:39 PM, by Cara Baker. Saved: 7/7/2014 4:39 PM, by Cara

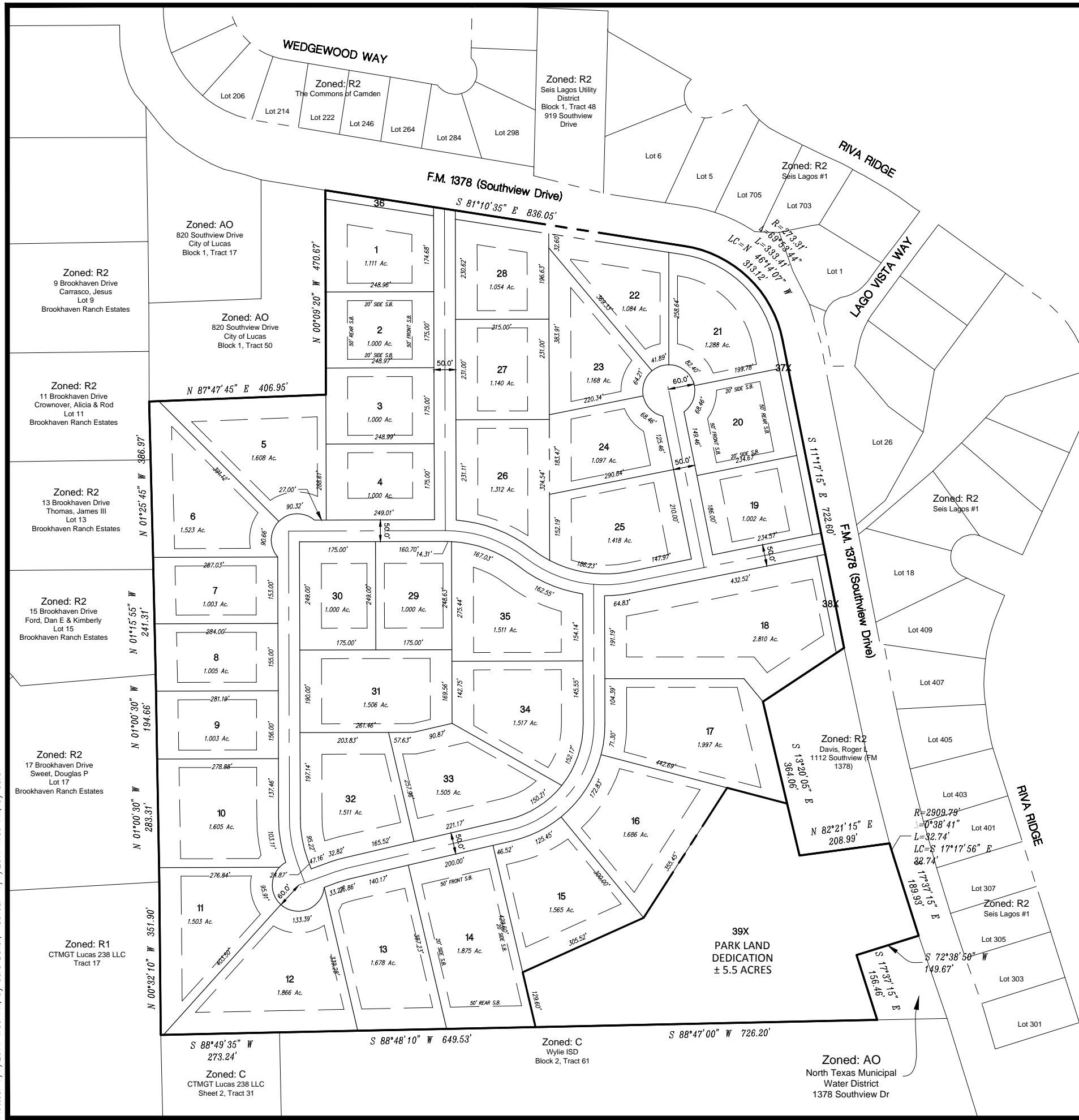


EXHIBIT C PROPERTY

60.851 Acres

in the

JAMES ANDERSON SURVEY, ABSTRACT NO. 17

CITY OF LUCAS

COLLIN COUNTY, TEXAS



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 610 Byron Nelson Blvd, Ste 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043

TBPE Firm
No. 1798

TBPLS Firm
No. 10047700

DRAWN BY: CMB DATE: 7/7/14 SCALE: 1"=250' JOB. NO.

14026

File: Z:\2014\14026\Drawings\Zoning\14026 ZCP
Plotted: 7/7/2014 4:40 PM, by Cara Baker. Saved: 7/7/2014 4:39 PM, by Cara

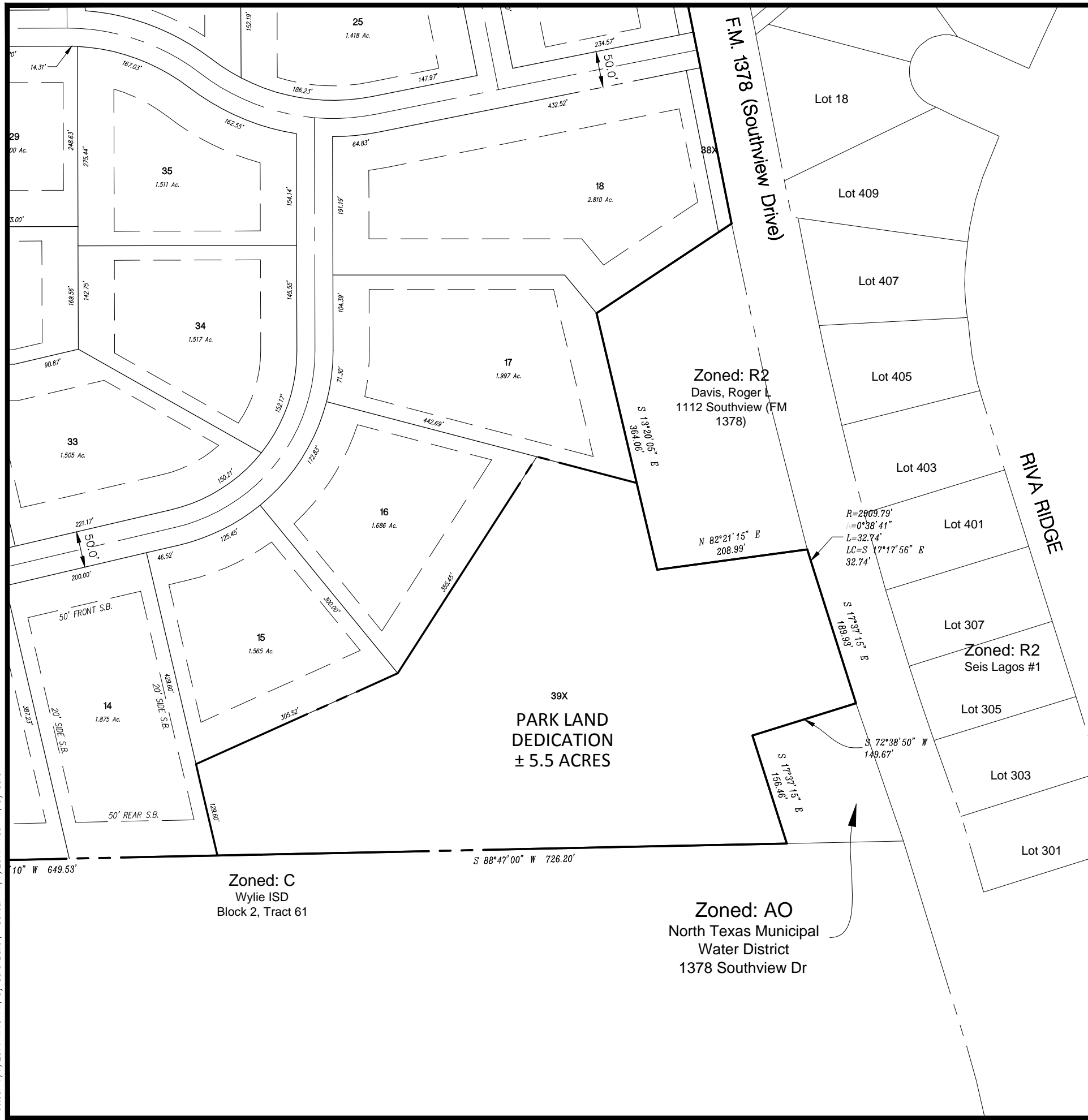


EXHIBIT D PARK LAND DEDICATION

60.851 Acres
in the
JAMES ANDERSON SURVEY, ABSTRACT NO. 17
CITY OF LUCAS
COLLIN COUNTY, TEXAS



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
610 Byron Nelson Blvd, Ste 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043

TBPE Firm
No. 1798
TBPLS Firm
No. 10047700

DRAWN BY: CMB DATE: 7/7/14 SCALE: 1"=150' JOB. NO. **14026**



**City of Lucas
Council Agenda Request
July 17, 2014**

Name & Title of Requestor: **Rebecca Mark, Mayor**

Agenda Item:

Discuss and consider the establishment of the Service Tree Program to honor those individuals that have provided extraordinary service to the community.

Background Information:

The Service Tree Program would provide the City with a way to acknowledge the contributions made by an individual or organization that have made a positive impact on the community. The City would purchase a tree to be planted in the park next to City Hall together with a plaque to be placed next to the tree indicating that it is being planted in honor of a their service. These “service” trees would be an ongoing program to demonstrate the City’s appreciation when somebody has demonstrated extraordinary service and a great way to continue to beautify our park. The trees to be utilized for this program will be selected from the list of trees in Section 3.18.024 of the Code of Ordinances.

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

The cost will vary depending on the size of tree and the style of the plaque with the cost of each tree estimated at \$500 and the cost of the plaque approximately \$300. The Public Works Department would be responsible for the acquisition of the tree and planting of the tree as well as the installation of the plaque. Staff time associated with this program would be absorbed within the existing budget with the proposed budget for fiscal year 14/15 is \$3,000.

Recommendation:

This program would be a great way to express our appreciation of those individuals that provide service for the betterment of the City.

Motion:

I make a Motion to approve/deny the establishment of the Service Tree Program to honor those individuals that have provided extraordinary service to the community.



**City of Lucas
Council Agenda Request
Meeting Date: July 17, 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

Recommendation:

N/A

Motion:

I make a Motion to adjourn the City Council meeting at _____ p.m.