



# AGENDA

**City of Lucas**  
**City Council Meeting**  
**May 18, 2017**  
**7:00 PM**  
**City Hall – Council Chambers**  
**665 Country Club Road – Lucas, Texas**

Notice is hereby given that a City of Lucas meeting of the City Council will be held on Thursday, May 18, 2017 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 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 on any item on the agenda at any time during the meeting.

## Call to Order

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

## Citizen Input

The Citizens' Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting it to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

### 1. Citizen Input (Councilmember Debbie Fisher)

## Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

### 2. Community Interest. (Councilmember Debbie Fisher, Fire Chief Ted Stephens)

- A. Presentation of a Proclamation for Emergency Medical Services Week in the City of Lucas.
- B. Discuss pending legislation that is being considered by the 85<sup>th</sup> Legislature and provide guidance to City Staff and City Attorney.

### **Consent Agenda**

All items listed under the consent agenda are considered routine and are recommend to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Approval of the minutes of the May 4, 2017 City Council meeting. **(City Secretary Stacy Henderson)**
4. Approval of the City of Lucas Investment Report for quarter ending March 31, 2017. **(Finance Director Liz Exum)**
5. Consider authorizing a Cooperative Purchasing Interlocal Agreement between the City of Lucas and Ellis County, Texas. **(Public Works Director/City Engineer Stanton Foerster)**
6. Consider authorizing a Cooperative Purchasing Interlocal Agreement between the City of Lucas and the City of Rowlett, Texas. **(Public Works Director/City Engineer Stanton Foerster)**

### **Public Hearing**

7. Hold a public hearing to consider the annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3. **(Development Services Director Joe Hilbourn)**
  - A. Presentation by Development Services Director Joe Hilbourn
  - B. Conduct Public Hearing

### **Regular Agenda**

8. Administer the Statement of Officer, Oath of Office and Certificate of Election to incoming candidates, Councilmember Wayne Millsap, Seat 1 and Councilmember Tim Baney, Seat 2. **(City Secretary Stacy Henderson)**
9. Consideration and approval of Resolution R-2017-05-00462 by the City Council of the City of Lucas, Texas authorizing and approving publication of Notice of Intention to issue Certificates of Obligation; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date. **(Financial Advisor Mark McLiney)**
10. Consider authorizing the City Manager to enter into a construction contract with BSK Infrastructure for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$244,796.00 plus a contingency of \$36,879. **(Public Works Director/City Engineer Stanton Foerster)**

<b>Executive Session</b>
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11. Executive Session: An Executive Session is not scheduled for this agenda.
12. Adjournment.

<b>Certification</b>
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*I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on May 12, 2017.*

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*Stacy Henderson, City Secretary*

*In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to Stacy Henderson at 972.912.1211 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas

## City Council Agenda Request

### May 18, 2017

Item No. 01

Requester: Councilmember Debbie Fisher

#### **Agenda Item:**

Citizens' Input

#### **Background Information:**

NA

#### **Attachments/Supporting Documentation:**

NA

#### **Budget/Financial Impact:**

NA

#### **Recommendation:**

NA

#### **Motion:**

NA



# City of Lucas Council Agenda Request May 18, 2017

Item No. 02

Requester: Councilmember Debbie Fisher, Fire Chief Ted Stephens

## **Agenda Item:**

Items of Community Interest:

- 2a. Presentation of Proclamation for Emergency Medical Services Week in the City of Lucas.
- 2b. Discuss pending legislation that is being considered by the 85th Legislature and provide guidance to City Staff and City Attorney.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

1. Proclamation for Emergency Medical Services Week

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# *Proclamation*

## Emergency Medical Services Week

**WHEREAS**, emergency medical services (EMS) is a vital public service; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery of those who experience sudden illness or injury; and

**WHEREAS**, EMS plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

**WHEREAS**, first responders, emergency medical technicians and paramedics stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and

**WHEREAS**, the members of EMS teams, both career and volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of EMS practitioners by designing Emergency Medical Services Week;

**NOW THEREFORE** I, Debbie Fisher, Councilmember of the City of Lucas, do hereby proclaim the week of May 21 - 27, 2017 as **Emergency Medical Services Week** in the City of Lucas, with the theme "EMS STRONG: Every Call Counts!"

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City to be affixed this 18th day of May 2018.

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Debbie Fisher, Councilmember

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Stacy Henderson, City Secretary



# City of Lucas

## Council Agenda Request

### May 18, 2017

Item No. 03-04-05-06

Requester: City Secretary Stacy Henderson, Finance Director Liz Exum, Public Works Director/City Engineer Stanton Foerster

#### **Consent Agenda Items:**

3. Approval of the minutes of the May 4, 2017 City Council meeting.
4. Approval of the City of Lucas Investment Report for quarter ending March 31, 2017.
5. Consider authorizing a Cooperative Purchasing Interlocal Agreement between the City of Lucas and Ellis County, Texas.
6. Consider authorizing a Cooperative Purchasing Interlocal Agreement between the City of Lucas and the City of Rowlett, Texas.

#### **Background Information:**

##### Agenda Item No. 5:

The purpose of this agreement is to allow the City of Lucas to purchase pavement repair and construction through the Ellis County. Once this agreement is in place, staff will bring a contract before the City Council for consideration with a specific dollar amount associated with pavement repair and construction.

##### Agenda Item No. 6:

The purpose of this agreement is to allow the City of Lucas to purchase pavement repair and construction through the City of Rowlett. Once this agreement is in place, staff will bring a contract before the City Council for consideration with a specific dollar amount associated with pavement repair and construction.

#### **Attachments/Supporting Documentation:**

1. Minutes of the May 4, 2017 City Council meeting
2. Investment Report for Quarter Ending March 31, 2017
3. Lucas-Ellis County Cooperative Purchasing Interlocal Agreement
4. Lucas-Rowlett Cooperative Purchasing Interlocal Agreement



**City of Lucas**  
**Council Agenda Request**  
**May 18, 2017**

Item No. 03-04-05-06

**Budget/Financial Impact:**

NA

**Recommendation:**

City Staff recommends approval of the Consent Agenda.

**Motion:**

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





**City of Lucas  
City Council Meeting  
May 4, 2017  
7:00 P.M.**

*(or immediately following the Lucas Fire Control Prevention and EMS District Meeting)*

**City Hall - 665 Country Club Road – Lucas Texas**

**Minutes**

<b>Call to Order</b>
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Mayor Olk called the meeting to order at 7:01 p.m.

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Wayne Millsap (*arrived at 7:16pm*)  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Philip Lawrence  
Councilmember Debbie Fisher

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Fire Chief Ted Stephens  
Assistant Fire Chief/Emergency Management  
Coordinator Lance Gant

Mayor Olk determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

<b>Citizen Input</b>
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**1. Citizen Input.**

Robin Wells, 670 Wendy Lane, came forward and stated that she would speak during Agenda Item No. 11.

<b>Community Interest</b>
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**2. Community Interest Items.**

**A. Presentation of StormReady Preparedness Certification to the City of Lucas from Tom Bradshaw with the National Weather Service.**

Tom Bradshaw with the National Weather Service presented the StormReady Preparedness Certificate to Mayor Olk.

**B. Presentation of a Proclamation for Motorcycle Awareness Month to the Blacksheep Motorcycle Club.**

Mayor Olk presented a Proclamation to members of the Blacksheep Motorcycle Club declaring May 2017 as Motorcycle Awareness Month.

**C. Discuss pending legislation that is being considered by the 85<sup>th</sup> Legislature and provide guidance to City Staff and City Attorney.**

There was no discussion related to pending legislation.

Mayor Pro Tem Peele made an announcement discussing the McKinney Regional Airport expansion noting that the expansion included adding a runway east of the existing runway with two additional runways being added at a later time. Mayor Pro Tem Peele stated that the runways are not proposed for commercial travel, but the airport would be planning for commercial travel in the next 15-20 years. Mayor Pro Tem Peele noted that expansion plans were located on the McKinney Airport website should anyone be interested in viewing the plans.

Councilmember Fisher noted that May 4, 2017 was National Day of Prayer and asked for a moment of silence to honor the people of Canton and the recent tornado devastation that had occurred. A moment of silence was observed.

Fire Chief Ted Stephens noted that thus far 770 Lucas residents had signed up with Nixle Communications to receive emergency alerts from the City of Lucas. Chief Stephens informed members of the audience about the program and ways to sign up.

<b>Consent Agenda</b>
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**3. Approval of the minutes of the April 20, 2017 City Council meeting.**

**MOTION:** *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.*

<b>Public Hearing</b>
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**4. Hold a public hearing to consider the annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3.**

Development Services Director Joe Hilbourn gave a presentation explaining that the developer for Stinson Highlands Phase 3 had voluntarily requested annexation of this property. Mr. Hilbourn noted that the property has an approved development agreement, preliminary and final plat approval and approved construction plans. Mr. Hilbourn noted that the request meets the requirements for annexation.

Mayor Olk opened the public hearing at 7:19pm, there being no one wishing to speak, the public hearing was closed.

Councilmember Fisher noted that the developer had been cooperative in making all changes requested by City Staff.

There was no action taken on this item, it was for discussion purposes only.

### Regular Agenda

**5. Consider an agreement for the provision of solid waste collection and disposal between the City of Lucas and Barnes Waste Disposal, Inc. and authorize the City Manager to execute the agreement.**

City Manager Joni Clarke stated that staff had been working with Barnes regarding options of their contract related to brush collection, and have placed in the contract the collection of unbundled brush and bulky items, two cubic yards in diameter, to be picked up twice per month. Also, added to the contract was an option for unbundled items, ten cubic yards in diameter, picked up twice per year. Ms. Clarke noted that because the contract no longer offers recycling services, staff had been working with Barnes to provide a manned drop off recycling location, where citizens could come to drop off their recycling items. Ms. Clarke noted that this agreement was for five years with two one year options for renewal.

Councilmember Millsap expressed his concern that the City did not participate in competitive bidding for solid waste collection, and the contract proposed by Barnes included a price increase without the option for recycling. Councilmember Millsap stated that in comparison to surrounding cities, the price proposed was higher.

Mayor Pro Tem Peele and Councilmember Lawrence noted that the citizens were happy with Barnes Waste Disposal as their provider, and the customer service they provided.

**MOTION:** *A motion was made by Councilmember Fisher, seconded by Councilmember Lawrence to approve the solid waste collection and disposal agreement with Barnes Waste Disposal, Inc., and authorize the City Manager to execute the contract. The motion passed by a 6 to 1 vote with Councilmember Millsap voting in opposition.*

**6. Consider and finalize the Capital Improvement Plan (CIP), appoint the Capital Improvements Advisory Committee, and appoint the required advisory committee member from the City's Extraterritorial Jurisdiction (ETJ).**

Development Services Director Joe Hilbourn stated that as part of the review and update of the Capital Improvement Plan, it was required to be reviewed before a Capital Improvement Advisory Committee. Mr. Hilbourn noted that the Planning and Zoning Commission would serve as the Capital Improvement Advisory Committee and that there was a member on the Commission that was part of the building/real estate industry, as required by the Local Government Code. Mr. Hilbourn noted that the same member from the City's ETJ that served on the Capital Improvement Advisory Committee in 2011, would be able to serve again.

Mayor Olk noted that he had submitted editorial changes to the City Secretary to be included as part of the document, and requested that in the Streets section of the Capital Improvement Plan, any text related to pavement width be removed.

**MOTION:** *A motion was made by Mayor Olk, seconded by Councilmember Lawrence to appoint the Planning and Zoning Commission as the Capital Improvement Advisory Committee and send the Capital Improvement Plan to the Advisory Committee for review and recommendations. The motion passed unanimously by a 7 to 0 vote.*

**7. Discuss drainage solutions and flows east of Angel Parkway, south of McGarity Lane, and north of W. Lucas Road.**

Public Works Director/City Engineer Stanton Foerster updated the Council on the drainage concerns in the area of Angel Parkway and McGarity Lane in association with the construction of the self-storage facility on Angel Parkway.

Mr. Foerster explained his findings noting that the contractor for the Angel Parkway Self-Storage facility was not using a pump to pump water from their property during the many visits staff had been out to the site.

Mr. Foerster stated that approximately 50 acres from private properties within the Cities of Allen and Lucas drain through the culverts under the driveway north and south of 405 Pennington property gate, and only seven acres of water was from the Angel Parkway Self-Storage facility. Most of the water flowing under the driveway and into yards of the residents on Pennington Drive in the Fox Glen subdivision, come from undeveloped farm land north of Angel Parkway Self-Storage and a subdivision in the City of Allen. Mr. Foerster stated that there was a small detention area in the southeast corner of the Fox Glen subdivision, but it was insufficient to handle the flow from the area southwest of the Fox Glen subdivision. A drainage easement should also be located at 2540 McGarity to assist with drainage, but no drainage easement exists.

Mr. Foerster stated that as development has occurred along Angel Parkway, developers' have been asked to retain more water than what was required to improve the downstream condition.

City staff and Council discussed conversations had with the City of Allen and various options to alleviate drainage concerns in the area.

Mayor Olk and Council directed staff to assist the private property owners with their drainage concerns in the area of Pennington and McGarity, contact the property owner to remove the filled in dam on their property, and to look into the possibility of obtaining easements from property owners for drainage purposes.

**8. Discuss the City Council May meeting schedule, including holding the May 18, 2017 City Council meeting, and determine who will conduct the meeting in the absence of the Mayor and Mayor Pro Tem.**

**MOTION:** *A motion was made by Councilmember Lawrence, seconded by Mayor Pro Tem Peele to appoint Councilmember Fisher to lead the May 18, 2017 City Council meeting in the absence of Mayor Olk and Mayor Pro Tem Peele. The motion passed unanimously by a 7 to 0 vote.*

**9. Consider setting a date for the City Council Strategic Planning Session.**

The Council agreed to hold their Strategic Planning Session on May 25, 2017 at 7:00 pm at City Hall and that capital improvement projects, transportation issues and staffing be placed on the agenda.

Mayor Olk asked that the Council forward him any other items they would like placed on the agenda.

**10. Update by City Manager Joni Clarke regarding the Scenic City Certification Program and provide guidance to staff regarding the City of Lucas participating in the program.**

Councilmember Fisher noted that she did not believe the Scenic City Certification Program applied to the City of Lucas, there was not a benefit to the citizens, nor did the City have the attractions that other cities had with the Scenic City designation. Mayor Pro Tem concurred with Councilmember Fisher's remarks.

Mayor Olk noted that the City has the requirements in place to become a Scenic City, and additional items were not needed to obtain this designation.

City Manager Joni Clarke stated that as part of the Scenic City designation, the program reviews an applicant's existing ordinances in place at time of submittal and provides feedback. Ms. Clarke stated that the designation is acknowledgement of the standards in place set by City ordinances.

A majority of the City Council was in agreement for the City Manager to proceed with the application for a Scenic City designation.

**11. Discuss the installation and removal of traffic control devices within the City of Lucas.**

Councilmember Fisher discussed the stop sign removal at the corner of Estelle and Wendy Lane. She stated that when the Huntwick Addition was built, it was not intended to be a thoroughfare and speed humps were installed to slow down traffic in the area. Councilmember Fisher noted that the removal of the stop sign was not a Council directive and she was concerned about pedestrians walking in the area with the increased traffic.

Councilmember Millsap and Councilmember Duke discussed the ordinance in place that authorized the City Manager to add or remove signage that was warranted. They were in agreement that City staff should be determining if stop signs be allowed to stay or be removed.

City Manager Joni Clarke recommended that staff obtain a third-party engineer to review the Wendy Lane/Estelle intersection and provide additional insight regarding the warrant of the stop sign.

Public Works Director/City Engineer Stanton Foerster discussed with the Council the standards in place that were used to warrant stop signs, traffic in the area of Wendy and Estelle, and the traffic study that was conducted at various intersections within the City. Mr. Foerster stated that based on his study conducted, the stop sign was not needed.

The City Council discussed at length the guidelines in place for sign removal, existing traffic in the area, the increase in traffic due to the detour associated with the Blondy Jhune bridge construction, line of site obstruction at the intersection of Wendy Lane and Estelle, Council's duty to respond to citizen complaints, and staff's responsibility related to signage.

Mayor Olk called the following individuals forward that had requested to speak:

Robbin Wells, 670 Wendy Lane, stated that the stop signs maintain a certain level of safety and many of the residents in the neighborhood would like the stop sign to remain. Ms. Wells did not feel the removal of the stop sign was warranted.

Eugene Gridnev, 605 Wendy Lane, explained that there were no street lights at this intersection, a visibility concern existed with trees lining the street at the corner, and asked that the stop sign remain.

Len Lencioni, 925 Wendy Lane, stated that he would like the stop sign to remain as they help to control traffic in the area.

Gina Ferrall, 980 Wendy Lane, stated there was a visibility concern at this intersection and requested the stop sign remain.

Mayor Olk read an email received from Page Dunleavy, 950 Winningkoff Road, that discussed the visibility concerns at Wendy Lane and Estelle and asked that the stop sign remain.

**MOTION:** *A motion was made by Mayor Olk, seconded by Councilmember Fisher to direct staff to leave the stop sign in place at Wendy Lane and Estelle and continue their study of other signage throughout the City. The motion passed by a 5 to 2 vote with Councilmembers Millsap and Duke voting in opposition.*

**12. Update by Development Services Director Joe Hilbourn regarding the water meter replacement program and provide guidance to staff.**

Development Services Director Joe Hilbourn updated the Council regarding the water meter replacement program. He stated that on January 19, 2017 the City entered into a contract with HD Supply to purchase the AMR Neptune Water meters in the amount of \$629,860. Mr. Hilbourn noted that the City Council appropriated \$150,000 to provide a total budget of \$250,000 to implement phase one of the water meter replacement program for the 2016/2017 fiscal year, along with an additional position in the Public Works Department to facilitate the installation of the new water meters.

Mr. Hilbourn explained that Public Works staff had been trained on the new devices, and 300 meters had been ordered and are expected for delivery by May 15, 2017. Mr. Hilbourn noted that the 300 meters would be installed by July 1. Any meters that had failed previously, would be replaced first. The order for the remaining water meters to complete phase one would be placed by July 1, 2017.

This was an update only; no action was taken.

**13. Discuss and consider the capital projects associated with the City's water system and roadway improvements discussed at the March 2, 2017 City Council meeting and associated funding strategies.**

Councilmember Fisher expressed her concern regarding the impact on the tax rate with the purchase of Certificates of Obligation, and asked how much the tax rate would increase with the proposed debt obligation.

City Manager Joni Clarke stated that the tax rate may increase approximately 3 to 4 cents, with some offset occurring from an increase in property values.

Councilmember Millsap discussed budgetary items that could affect the amount the tax rate could increase or decrease associated with the purchase of certificates of obligation.

Councilmember Fisher stated that she was not comfortable approving certificates of obligation for 6 million.

This was a discussion item only; no formal action was taken.

<b>Executive Session</b>
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- 14. The City Council may enter into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the purchase, exchange, lease or value of real property within the City of Lucas.**

The City Council convened into Executive Session at 9:23 pm.

- 15. Reconvene into open session and take any action necessary as a result of the Executive Session.**

The City Council reconvened from Executive Session at 9:30 pm and there was no action necessary as a result of the Executive Session.

- 16. Adjournment.**

**MOTION:** *A motion was made by Councilmember Baney, seconded by Councilmember Lawrence to adjourn the meeting at 9:31 pm. The motion passed unanimously by a 7 to 0 vote.*

APPROVED:

\_\_\_\_\_  
Jim Olk, Mayor

ATTEST:

\_\_\_\_\_  
Stacy Henderson, City Secretary


# CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended  
March 31, 2017

Bank Account Name	Rating	December 31, 2017	March 31, 2017	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$9,716,869.09	\$9,015,596.62	-\$701,272.47	45.01%
ANB - 2015 CO Capital & Water Fund	AAAm	\$1,682,455.14	\$1,683,303.42	\$848.28	8.40%
ANB - Reserve General Fund	AAAm	\$2,000,100.00	\$3,000,000.00	\$999,900.00	14.98%
ANB - RTR West Lucas Capital Fund	AAAm	\$63,128.57	\$63,160.40	\$31.83	0.32%
ANB - RTR FM 2551 Capital Fund	AAAm	\$1,157,028.78	\$1,157,612.14	\$583.36	5.78%
<b>TOTAL Bank Accounts</b>		<b>\$14,619,581.58</b>	<b>\$14,919,672.58</b>	<b>\$300,091.00</b>	<b>74.49%</b>
Interest Rate		0.20%	0.20%	\$0.00	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
<b>Pools</b>					
Logic - General Fund	AAAm	\$189,990.58	\$190,450.92	\$460.34	0.95%
Logic - Water Fund	AAAm	\$1,351,902.86	\$1,355,178.53	\$3,275.67	6.77%
Interest Rate		0.8791%	1.0089%	\$0.001298	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$1,945,585.05	\$1,948,202.93	\$2,617.88	9.73%
Lone Star Invest- Water Fund	AAAm	\$730,933.99	\$731,917.49	\$983.50	3.65%
Interest Rate		0.4560%	0.5869%	\$0.00131	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$1,122,911.62	\$884,594.15	-\$238,317.47	4.42%
Interest Rate		0.4570%	0.6222%	\$0.00165	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
<b>TOTAL Pools</b>		<b>\$5,341,324.10</b>	<b>\$5,110,344.02</b>	<b>-\$230,980.08</b>	<b>25.51%</b>

<b>Total Bank Acct. and Pools</b>	<b>\$19,960,905.68</b>	<b>\$20,030,016.60</b>	<b>\$69,110.92</b>	<b>100.00%</b>
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The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies

  
Joni Clarke- City Manager

  
Liz Exum - Finance Director



INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS AND THE CITY OF LUCAS, TEXAS

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the County of Ellis, Texas and the City of Lucas, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between Local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

**WHEREAS**, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

**WHEREAS**, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

**WHEREAS**, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.03 of the Government Code; and

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract;

**NOW, THEREFORE**, the parties agree and covenant one with the other as follows:

- A. The City of Lucas, Texas, hereby makes, constitutes and appoints Ellis County it's true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Ellis County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Ellis County. Upon receipt of request, Ellis County will send a form letter to the appropriate vendor (s) for their approval and signature. Upon receipt of authorizing letter from the vendor (s), Ellis County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. The City of Lucas, Texas, agrees that Ellis County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Ellis County according to its usual bidding procedures and in accordance with applicable State statutes.
- B. The City of Lucas, Texas (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.

- C. CITY agrees that all specifications for selected items shall be as determined by Ellis County.
- D. CITY, as paying party, acknowledges and certifies, as a required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- E. CITY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill the CITY directly for all items purchased, and CITY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- F. The term of this agreement shall be from June 1, 2017 of execution until terminated by either party to the agreement.

LUCAS

By: \_\_\_\_\_  
Jim Olk, Mayor  
City of Lucas

Attest: \_\_\_\_\_  
Stacy Henderson, City Secretary

ELLIS COUNTY

By: \_\_\_\_\_  
Carol Bush, County Judge  
Ellis County, Texas

Attest: \_\_\_\_\_  
Ellis County Clerk

**STATE OF TEXAS**  
**COUNTY OF DALLAS**

§  
§ **INTERLOCAL COOPERATION AGREEMENT**  
§

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Lucas, Texas ("Lucas"), and the City of Rowlett, Texas ("Rowlett"), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

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

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II**  
**TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically

renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

### **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

### **ARTICLE IV PURCHASING**

The City Manager or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

### **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, 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 Dallas County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by 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.

5.7 **Recitals**: The recitals to this Agreement are incorporated herein.

5.8 **Counterparts**: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LUCAS, TEXAS**

By: \_\_\_\_\_  
Jim Olk, Mayor  
Lucas, Texas

**ATTEST:**

By: \_\_\_\_\_  
Stacy Henderson, City Secretary

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF ROWLETT, TEXAS**

By: \_\_\_\_\_  
Brian Funderburk, City Manager  
4000 Main Street  
Rowlett, Texas 75088

**ATTEST:**

By: \_\_\_\_\_  
Laura Hallmark, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
David Berman, City Attorney



# City of Lucas

## City Council Agenda Request

### May 18, 2017

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item:**

Hold a public hearing to consider the annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct Public Hearing

#### **Background Information:**

Stinson Highlands Phase 3 is currently not within the city limits. As part of an approved development agreement, Stinson Highlands is required to apply for annexation within ten days of approval of their final plat, which they have done. The property will eventually have two zones on it, R-1 on the southern lots and R-2 on the northern lots.

This parcel has an approved development agreement that includes a time frame for annexation. Stinson Highlands Phase 3 has supplied a voluntary annexation form as requested. This subdivision already has an approved preliminary plat, final plat and construction plans. Site development is complete. The parcel in question is continuous, meets the requirements for annexation, owners have been verified, and taxes are up to date.

Annexation requirements include holding two public hearings before any formal action can be taken. The first public hearing was held on May 4, 2017, with the second public hearing being held on May 18, 2017. Formal action on this item is scheduled to take place at the June 1, 2017 City Council meeting.

#### **Attachments/Supporting Documentation:**

1. Public notice
2. Legal Description
3. Depiction
4. Copy of petition for annexation
5. Location Map



# City of Lucas

## City Council Agenda Request

### May 18, 2017

Item No. 07

#### **Budget/Financial Impact:**

An additional 45 residential homes for annual property taxes and water revenue.

#### **Recommendation:**

Staff recommends approving the annexation after two public hearings have been held.

#### **Motion:**

No vote is required at this time.



## NOTICE OF PUBLIC HEARINGS 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 D.R. Horton Homes requesting the City annex a parcel of land located on Stinson Road thereafter described. The first public hearing will begin at 7:00 PM on May 4, 2017 and a second public hearing will be held on May 18, 2017. 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:

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 78.944 acre tract of land, said point being the northeast corner of Stinson Highlands, Phase 2, an addition to the City of Lucas as recorded in Volume 2013, Page 308, Plat Records of Collin County, Texas (P.R.C.C.T.), and said point also being in the west line of Bristol Park, Phase 2, an addition to the City of Lucas as recorded in Volume 2014, Page 701, (P.R.C.C.T);

THENCE along the north line of said Stinson Highlands, Phase 2 as follows:

South 80 degrees 08 minutes 07 seconds West, 375.35 feet to a one-half inch iron rod found for corner;

Southeasterly, 38.17 feet along a curve to the left which has a central angle of 03 degrees 56 minutes 27 seconds, a radius of 555.00 feet, a tangent of 19.09 feet, and whose chord bears South 12 degrees 13 minutes 09 seconds East, 38.17 feet to a one-half inch iron rod found for corner;  
South 75 degrees 58 minutes 58 seconds West, 275.42 feet to a one-half inch iron rod found for corner;

North 07 degrees 44 minutes 21 seconds West, 231.44 feet to a one-half inch iron rod found for corner;

North 87 degrees 00 minutes 23 seconds West, 541.09 feet to a one-half inch iron rod found for corner;

North 84 degrees 57 minutes 32 seconds West, 476.34 feet to a one-half inch iron rod found for corner;

Southwesterly, 58.93 feet along a curve to the left which has a central angle of 09 degrees 00 minutes 15 seconds, a radius of 375.00 feet, a tangent of 29.53 feet, and whose chord bears South 04 degrees 46 minutes 54 seconds West, 58.87 feet to a one-half inch iron rod found for corner;  
South 00 degrees 16 minutes 47 seconds West, 47.30 feet to a one-half inch iron rod found for corner;



North 86 degrees 05 minutes 41 seconds West, 245.49 feet to a one-half inch iron rod found at the southwest corner of said 78.944-acre tract of land, said point being the northwest corner of said Stinson Highlands, Phase 2, said point also being in the east line of that called Tract 2 as described in deed to The Umphy Corporation as recorded in Document No.

20071231001715950, (D.R.C.C.T.);

THENCE along the west line of said 78.944 acre tract of land as follows:

North 00 degrees 17 minutes 03 seconds East, 674.26 feet to a 60d nail found at the northeast corner of said Tract 2;

North 88 degrees 01 minutes 54 seconds West, 112.82 feet along the north line of said Tract 2 to a five-eighths inch iron rod found at the southeast corner of that called 48.6223 acre tract of land described in deed to Lewis Bend Partners, Ltd. as recorded in Document No.

20061120001651500, (D.R.C.C.T.);

North 00 degrees 20 minutes 28 seconds West, 631.69 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 26 minutes 51 seconds West, 505.00 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 22 minutes 30 seconds West, 159.07 feet to a 60d nail found at the northwest corner of said 78.944 acre tract of land, said point being in the south line of the Estates at Austin Trail, an addition to the City of Lucas as recorded in Cabinet N, Page 709, (P.R.C.C.T.);

THENCE along the north line of said 78.944 acre tract of land along the south line of said Estates at Austin Trail as follows:

South 54 degrees 00 minutes 40 seconds East, 142.11 feet to a one-half inch iron rod found for corner;

South 56 degrees 50 minutes 31 seconds East, 311.77 feet to a one-half inch iron rod found for corner;

South 62 degrees 02 minutes 10 seconds East, 94.76 feet to a one-half inch iron rod found for corner;

South 81 degrees 15 minutes 00 seconds East, 24.08 feet to a one-half inch iron rod found for corner;

North 82 degrees 08 minutes 32 seconds East, 585.06 feet to a one-half inch iron rod found for corner;

North 69 degrees 40 minutes 01 seconds East, 58.79 feet to a one-half inch iron rod found for corner;

North 64 degrees 37 minutes 43 seconds East, 115.25 feet to a one-half inch iron rod found for corner;

North 84 degrees 56 minutes 00 seconds East, 115.25 feet to a one-half inch iron rod found at the southeast corner of said Estates at Austin Trail, said point being in the west line of Belmont Park, an addition to the City of Lucas as recorded in Volume 2013, Page 85, (P.R.C.C.T.);

South 03 degrees 40 minutes 21 seconds East, 6.06 feet to a five-eighths inch iron rod found at the southwest corner of said Belmont Park;

THENCE along the north line of said 78.944acre tract of land along the south line of said Belmont Park as follows:

South 55 degrees 14 minutes 42 seconds East, 147.31 feet to a one-half inch iron rod found for corner;

South 65 degrees 55 minutes 04 seconds East, 391.42 feet to a five-eighths inch iron rod found for corner;

South 81 degrees 02 minutes 21 seconds East, 194.66 feet to a five-eighths inch iron rod found at the northeast corner of said 78.944 acre tract of land, said point being in the west line o99, (P.R.C.C.T);

THENCE South 01 degrees 00 minutes 48 seconds East along the east line of said 78.944 acre tract of land, at 270.52 feet passing a five-eighths inch iron rod found at the southwest corner of said Bristol Park, Phase 1 and at the northwest corner of said Bristol Park, Phase 2, in all a total distance of 893.74 feet to a five eighths inch iron rod found for corner in the west line of said Bristol Park, Phase 2;

THENCE along the east line of said 78.944 acre tract of land and along the west line of said Bristol Park, Phase f Bristol Park, Phase 1, an addition to the City of Lucas as recorded in Volume 2014, Page 6

2 as follows:

North 87 degrees 47 minutes 13 seconds East, 4.45 feet to a five-eighths inch iron rod found for corner;

South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.

Those wishing to speak regarding 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 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) and it will be presented at the hearing. If you have any questions regarding the hearing please contact Joe Hilbourn at 972.912.1207.

## **EXHIBIT "A"**

### **OWNER'S CERTIFICATION**

#### **Legal Description**

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 78.944 acre tract of land, said point being the northeast corner of Stinson Highlands, Phase 2, an addition to the City of Lucas as recorded in Volume 2013, Page 308, Plat Records of Collin County, Texas (P.R.C.C.T.), and said point also being in the west line of Bristol Park, Phase 2, an addition to the City of Lucas as recorded in Volume 2014, Page 701, (P.R.C.C.T.);

THENCE along the north line of said Stinson Highlands, Phase 2 as follows:

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South 75 degrees 58 minutes 58 seconds West, 275.42 feet to a one-half inch iron rod found for corner;

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South 00 degrees 16 minutes 47 seconds West, 47.30 feet to a one-half inch iron rod found for corner;

North 86 degrees 05 minutes 41 seconds West, 245.49 feet to a one-half inch iron rod found at the southwest corner of said 78.944 acre tract of land, said point being the northwest

corner of said Stinson Highlands, Phase 2, said point also being in the east line of that called Tract 2 as described in deed to The Umphy Corporation as recorded in Document No. 20071231001715950, (D.R.C.C.T.);

THENCE along the west line of said 78.944 acre tract of land as follows:

North 00 degrees 17 minutes 03 seconds East, 674.26 feet to a 60d nail found at the northeast corner of said Tract 2;

North 88 degrees 01 minutes 54 seconds West, 112.82 feet along the north line of said Tract 2 to a five-eighths inch iron rod found at the southeast corner of that called 48.6223 acre tract of land described in deed to Lewis Bend Partners, Ltd. as recorded in Document No. 20061120001651500, (D.R.C.C.T.);

North 00 degrees 20 minutes 28 seconds West, 631.69 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 26 minutes 51 seconds West, 505.00 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 22 minutes 30 seconds West, 159.07 feet to a 60d nail found at the northwest corner of said 78.944 acre tract of land, said point being in the south line of the Estates at Austin Trail, an addition to the City of Lucas as recorded in Cabinet N, Page 709, (P.R.C.C.T.);

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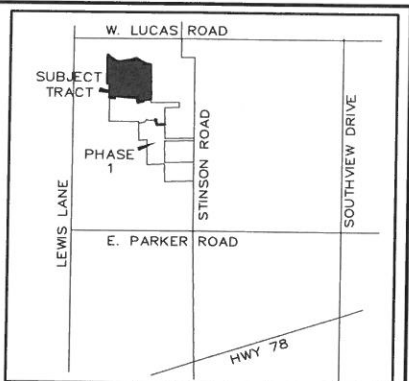
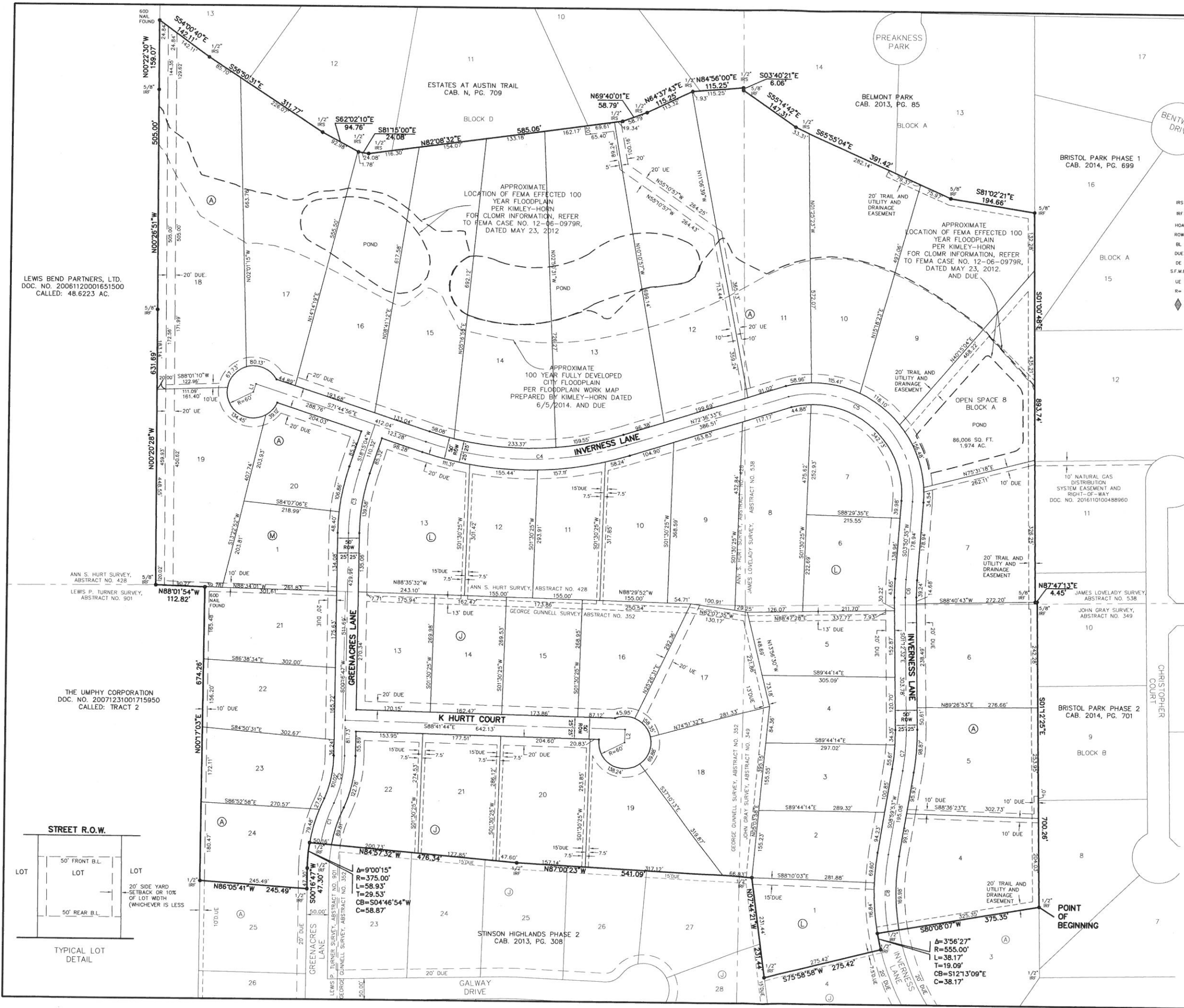
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THENCE South 01 degrees 00 minutes 48 seconds East along the east line of said 78.944 acre tract of land, at 270.52 feet passing a five-eighths inch iron rod found at the southwest corner of said Bristol Park, Phase 1 and at the northwest corner of said Bristol Park, Phase 2, in all a total distance of 893.74 feet to a five eighths inch iron rod found for corner in the west line of said Bristol Park, Phase 2;

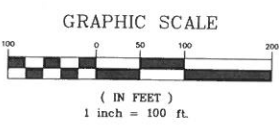
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South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.



- LEGEND**
- IRS IRON ROD SET
  - IRF IRON ROD FOUND
  - HOA HOMEOWNER'S ASSOCIATION
  - ROW RIGHT-OF-WAY
  - BL BUILDING LINE
  - DUE DRAINAGE & UTILITY EASEMENT
  - DE DRAINAGE EASEMENT
  - S.F.M.E. SCREENING FENCE MAINTENANCE EASEMENT
  - UE UTILITY EASEMENT
  - R= RADIUS
  - Street Name Change



LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°15'04"E	19.32'
L2	S01°18'16"W	30.00'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHD. BEARING	CHORD
C1	98.45'	350.00'	16°08'58"	49.55'	S17°38'44"W	98.12'
C2	111.68'	271.70'	23°33'04"	56.64'	N12°05'39"E	110.90'
C3	147.42'	470.00'	17°58'17"	74.32'	S09°15'55"W	146.82'
C4	466.55'	750.00'	35°38'31"	241.10'	S89°34'12"E	459.06'
C5	435.53'	230.00'	108°29'44"	319.46'	N50°24'16"W	373.31'
C6	41.44'	470.00'	5°03'08"	20.73'	S01°19'02"W	41.43'
C7	94.42'	530.00'	10°12'25"	47.33'	N03°53'40"E	94.29'
C8	178.21'	530.00'	19°15'54"	89.95'	S00°38'04"E	177.37'

- NOTES:**
- 1.) BENCHMARKS  
A.) BM # 7655  
SQUARE CUT ON TOP OF HEADWALL AT NORTHWEST CORNER OF STINSON ROAD AND JENNA WAY. ELEVATION=574.13'  
B.) BM # 7656  
SQUARE CUT ON TOP OF HEADWALL ON WEST SIDE OF STINSON ROAD AND 4,600 FEET NORTH OF JENNA WAY. ELEVATION=569.39'
  - 2.) NO 100 YEAR FLOOD PLAIN EXISTS ON THE SUBJECT PROPERTY ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48085C0405J, DATED JUNE 02, 2009.
  - 3.) ALL ONE-HALF INCH IRON RODS SET HAVE A YELLOW CAP WITH A "JBI" STAMP UNLESS NOTED OTHERWISE.
  - 4.) PONDS ON LOTS 8, 12-17, BLOCK A ARE TO BE MAINTAINED BY THE HOA. THIS INCLUDED RIPRAP, SILTING AND ALL ELEMENTS NEEDED TO OPERATE PONDS. PONDS MAY NOT BE ALTERED WITHOUT WRITTEN APPROVAL BY THE CITY OF LUCAS. THE HOA SHALL MAINTAIN ALL DRAINAGE WITHIN AN EASEMENT OR RIGHT-OF-WAY.
  - 5.) THE HOA IS RESPONSIBLE FOR MAINTAINS OF ALL EASEMENTS.

**NOTICE:**  
SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

**FINAL PLAT**  
**STINSON HIGHLANDS, PHASE 3**  
78.943 ACRES OUT OF THE JOHN GRAY SURVEY, ABSTRACT NO. 349; GEORGE GUNNELL SURVEY, ABSTRACT NO. 352; ANN S. HURT SURVEY, ABSTRACT NO. 428; JAMES LOVELADY SURVEY, ABSTRACT NO. 538; LEWIS P. TURNER SURVEY, ABSTRACT NO. 901; CITY OF LUCAS, COLLIN COUNTY, TEXAS

BLOCK A, LOTS 4-24, BLOCK J, LOTS 13-22, BLOCK L, 1-13, AND BLOCK M, LOT 1

**MENTONE PARTNERS, LLC,**  
4323 Gloster Road  
Dallas, Texas 75220  
**OWNER**  
(214) 435-6251

**JBI PARTNERS, INC.**  
16301 Quorum Drive, Suite 200 B  
Addison, Texas 75001  
TBPE NO. F-438 TBPLS NO. 10076000  
**SURVEYOR/ENGINEER**  
(972)248-7676

Plotted by: mvaadson Plot Date: 2/28/2017 6:45 AM  
Drawing: H:\Projects\HOE140\dwg\PHASE 3\XHOE140PT-PHASE 3.dwg Saved By: mvaadson Save Time: 2/17/2017 12:42 PM



OWNER'S CERTIFICATION

STATE OF TEXAS~

COUNTY OF COLLIN~

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurl Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 78.944 acre tract of land, said point being the northeast corner of Stinson Highlands, Phase 2, an addition to the City of Lucas as recorded in Volume 2013, Page 308, Plat Records of Collin County, Texas (P.R.C.C.T.), and said point also being in the west line of Bristol Park, Phase 2, an addition to the City of Lucas as recorded in Volume 2014, Page 701, (P.R.C.C.T.);

THENCE along the north line of said Stinson Highlands, Phase 2 as follows:  
South 80 degrees 08 minutes 07 seconds West, 375.35 feet to a one-half inch iron rod found for corner;  
Southeasterly, 38.17 feet along a curve to the left which has a central angle of 03 degrees 56 minutes 27 seconds, a radius of 555.00 feet, a tangent of 19.09 feet, and whose chord bears South 12 degrees 13 minutes 09 seconds East, 38.17 feet to a one-half inch iron rod found for corner;  
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South 00 degrees 16 minutes 47 seconds West, 47.30 feet to a one-half inch iron rod found for corner;  
North 86 degrees 05 minutes 41 seconds West, 245.49 feet to a one-half inch iron rod found at the southwest corner of said 78.944 acre tract of land, said point being the northwest corner of said Stinson Highlands, Phase 2, said point also being in the east line of that called Tract 2 as described in deed to The Umphy Corporation as recorded in Document No. 20071231001715950, (D.R.C.C.T.);

THENCE along the west line of said 78.944 acre tract of land as follows:  
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North 00 degrees 20 minutes 28 seconds West, 631.69 feet to a five-eighths inch iron rod found for corner;  
North 00 degrees 26 minutes 51 seconds West, 505.00 feet to a five-eighths inch iron rod found for corner;  
North 00 degrees 22 minutes 30 seconds West, 159.07 feet to a 60d nail found at the northwest corner of said 78.944 acre tract of land, said point being in the south line of the Estates at Austin Trail, an addition to the City of Lucas as recorded in Cabinet N, Page 709, (P.R.C.C.T.);

THENCE along the north line of said 78.944 acre tract of land along the south line of said Estates at Austin Trail as follows:  
South 54 degrees 00 minutes 40 seconds East, 142.11 feet to a one-half inch iron rod found for corner;  
South 58 degrees 50 minutes 31 seconds East, 311.77 feet to a one-half inch iron rod found for corner;  
South 62 degrees 02 minutes 10 seconds East, 94.76 feet to a one-half inch iron rod found for corner;  
South 81 degrees 15 minutes 00 seconds East, 24.08 feet to a one-half inch iron rod found for corner;  
North 82 degrees 08 minutes 32 seconds East, 585.06 feet to a one-half inch iron rod found for corner;  
North 69 degrees 40 minutes 01 seconds East, 58.79 feet to a one-half inch iron rod found for corner;  
North 64 degrees 37 minutes 43 seconds East, 115.25 feet to a one-half inch iron rod found for corner;  
North 84 degrees 56 minutes 00 seconds East, 115.25 feet to a one-half inch iron rod found at the southeast corner of said Estates at Austin Trail, said point being in the west line of Belmont Park, an addition to the City of Lucas as recorded in Volume 2013, Page 85, (P.R.C.C.T.);  
South 03 degrees 40 minutes 21 seconds East, 6.06 feet to a five-eighths inch iron rod found at the southwest corner of said Belmont Park;

THENCE along the north line of said 78.944acre tract of land along the south line of said Belmont Park as follows:  
South 55 degrees 14 minutes 42 seconds East, 147.31 feet to a one-half inch iron rod found for corner;  
South 65 degrees 55 minutes 04 seconds East, 391.42 feet to a five-eighths inch iron rod found for corner;  
South 81 degrees 02 minutes 21 seconds East, 194.66 feet to a five-eighths inch iron rod found at the northeast corner of said 78.944 acre tract of land, said point being in the west line of Bristol Park, Phase 1, an addition to the City of Lucas as recorded in Volume 2014, Page 699, (P.R.C.C.T.);

THENCE South 01 degrees 00 minutes 48 seconds East along the east line of said 78.944 acre tract of land, at 270.52 feet passing a five-eighths inch iron rod found at the southwest corner of said Bristol Park, Phase 1 and at the northwest corner of said Bristol Park, Phase 2, in all a total distance of 893.74 feet to a five eighths inch iron rod found for corner in the west line of said Bristol Park, Phase 2;

THENCE along the east line of said 78.944 acre tract of land and along the west line of said Bristol Park, Phase 2 as follows:  
North 87 degrees 47 minutes 13 seconds East, 4.45 feet to a five-eighths inch iron rod found for corner;  
South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.

OWNER'S DEDICATION

STATE OF TEXAS §  
COUNTY OF COLLIN §  
CITY OF LUCAS§

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:  
That MENTONE PARTNERS, LLC, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as STINSON HIGHLANDS, PHASE 3, an addition to the City of Lucas, and do hereby dedicate to the City of Lucas for its use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, MENTONE PARTNERS, LLC, are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, MENTONE PARTNERS, LLC, agree to the following:  
\*Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;  
\*The homeowners' association shall have the authority to collect membership fees;  
\*As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.  
\*The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas, and attach a lien upon each individual lot for the prorated costs of abatement.  
\*The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.  
\*The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.  
\*The homeowners' association is to maintain rights-of-way including Drainage and Utility easements to the edge of pavement.  
\*The homeowners' association is to maintain street lights.  
\*The homeowners' association is to maintain entry features and screening fences.  
\*Wrought iron fences will be allowed to be constructed within drainage easements.  
\*The HOA is responsible for maintaining all drainage and utility easements including detention and retention ponds within the sub-division in case of HOA failure, the property owner will maintain all drainage and utility easements on their property including detention and retention ponds. Any alteration to a drainage easement, detention/retention pond, or utility easement requires prior approval from the City of Lucas.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

\_\_\_\_\_  
, an Authorized Agent for MENTONE PARTNERS, LLC,

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

ON-SITE SEWAGE FACILITY NOTE:

All lots must utilize alternative type On-Site Sewage Facilities. Presence of fractured rock and gravel throughout the subdivision may further limit the type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application on individual lots and may interfere with tank placement.  
Lots 8A is a common area/open space lot that will not be used for residential construction and/or OSSF. Any common area construction on Lot 8A including OSSF must be designed and permitted separately and according to the usage of the property.  
Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).  
Due to the presence of a creek/drainage area on portions of lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, no surface improvements, impervious cover, outbuildings, swimming pools, etc. on lots 1, 2 or 3 without pre-construction planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services. NOTE: Maximum dwelling size/number of bedrooms might be limited on these lots.  
A portion of lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 is located within the 100-year flood plain:  
Any OSSF that is located within the 100-year flood plain is subject to special planning requirements.  
All electrical/mechanical appurtenances located within the 100-year flood plain must be elevated at least 2' above base flood elevation.  
A certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2' above base flood elevation must accompany any permit application for a OSSF with electrical/mechanical components that is proposed to be located within the curvilinear line of the 100-year flood plain.  
Tree removal and/or grading for OSSF may be required on individual lots.  
Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.  
There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

\_\_\_\_\_  
Registered Sanitarian or Designated Representative  
Collin County Development Services

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Steven E. Hines, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

FOR REVIEW PURPOSE ONLY NOT TO BE FILED

\_\_\_\_\_  
Steven E. Hines, R.P.L.S. No. 5380

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven E. Hines, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS,  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
ATTEST:

\_\_\_\_\_  
Chairperson, Planning and Zoning Commission

\_\_\_\_\_  
City Secretary

"Approved for Preparation of Final Plat"

\_\_\_\_\_  
Director of Planning and Community Development Date

\_\_\_\_\_  
Director of Public Works Date

BLOCK/LOT	SQUARE FEET	ACRES
A-4	75,490	1.733
A-5	70,885	1.627
A-6	66,491	1.526
A-7	77,992	1.788
A-8 OS	86,006	1.974
A-9	118,125	2.711
A-10	100,714	2.312
A-11	134,837	3.095
A-12	135,273	3.105
A-13	149,050	3.421
A-14	130,036	2.985
A-15	110,396	2.534
A-16	95,572	2.194
A-17	119,436	2.741
A-18	150,003	3.443
A-19	89,041	2.044
A-20	46,164	1.059
A-21	51,432	1.180
A-22	48,541	1.114
A-23	48,934	1.123
A-24	45,766	1.050
J-13	46,744	1.073
J-14	43,831	1.006
J-15	46,812	1.074
J-16	51,140	1.174
J-17	58,988	1.354
J-18	70,929	1.628
J-19	53,703	1.232
J-20	59,465	1.365
J-21	49,760	1.142
J-22	45,294	1.039
L-1	52,686	1.209
L-2	45,082	1.034
L-3	45,623	1.047
L-4	45,735	1.049
L-5	47,805	1.097
L-6	46,102	1.058
L-7	45,993	1.055
L-8	71,151	1.633
L-9	61,804	1.418
L-10	53,063	1.218
L-11	46,995	1.078
L-12	43,735	1.049
L-13	77,753	1.784
M-1	45,827	1.052

LOT TABLE

BLOCK	RESIDENTIAL LOTS	OPEN SPACE LOTS	DETENTION POND LOTS
A	20	1	
J	10		
L	13		
M	1		

FINAL PLAT

STINSON HIGHLANDS, PHASE 3

78.943 ACRES OUT OF THE JOHN GRAY SURVEY, ABSTRACT NO. 349; GEORGE GUNNELL SURVEY, ABSTRACT NO. 352; ANN S. HURT SURVEY, ABSTRACT NO. 428; JAMES LOVELADY SURVEY, ABSTRACT NO. 538 LEWIS P. TURNER SURVEY, ABSTRACT NO. 901; CITY OF LUCAS, COLLIN COUNTY, TEXAS

BLOCK A, LOTS 4-24, BLOCK J, LOTS 13-22, BLOCK L, 1-13, AND BLOCK M, LOT 1

ZONED R1

MENTONE PARTNERS, LLC,

OWNER

4323 Gloster Road  
Dallas, Texas 75220

(214) 435-6251

JB I PARTNERS, INC.

SURVEYOR/ENGINEER

16301 Quorum Drive, Suite 200 B  
Addison, Texas 75001

(972)248-7676



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]* *margen*

Signature:

*Kenneth D. Prater*

Printed Name:

Signature:

Printed Name

Signature:

Printed Name

THE STATE OF TEXAS

COUNTY OF COLLIN

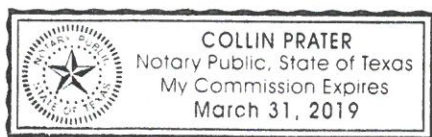
Before me, the undersigned authority, on this day personally appeared *Kenneth D. Prater*  
\_\_\_\_\_ and \_\_\_\_\_

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 *15<sup>th</sup>* day of *March, 2017*.

*[Signature]*

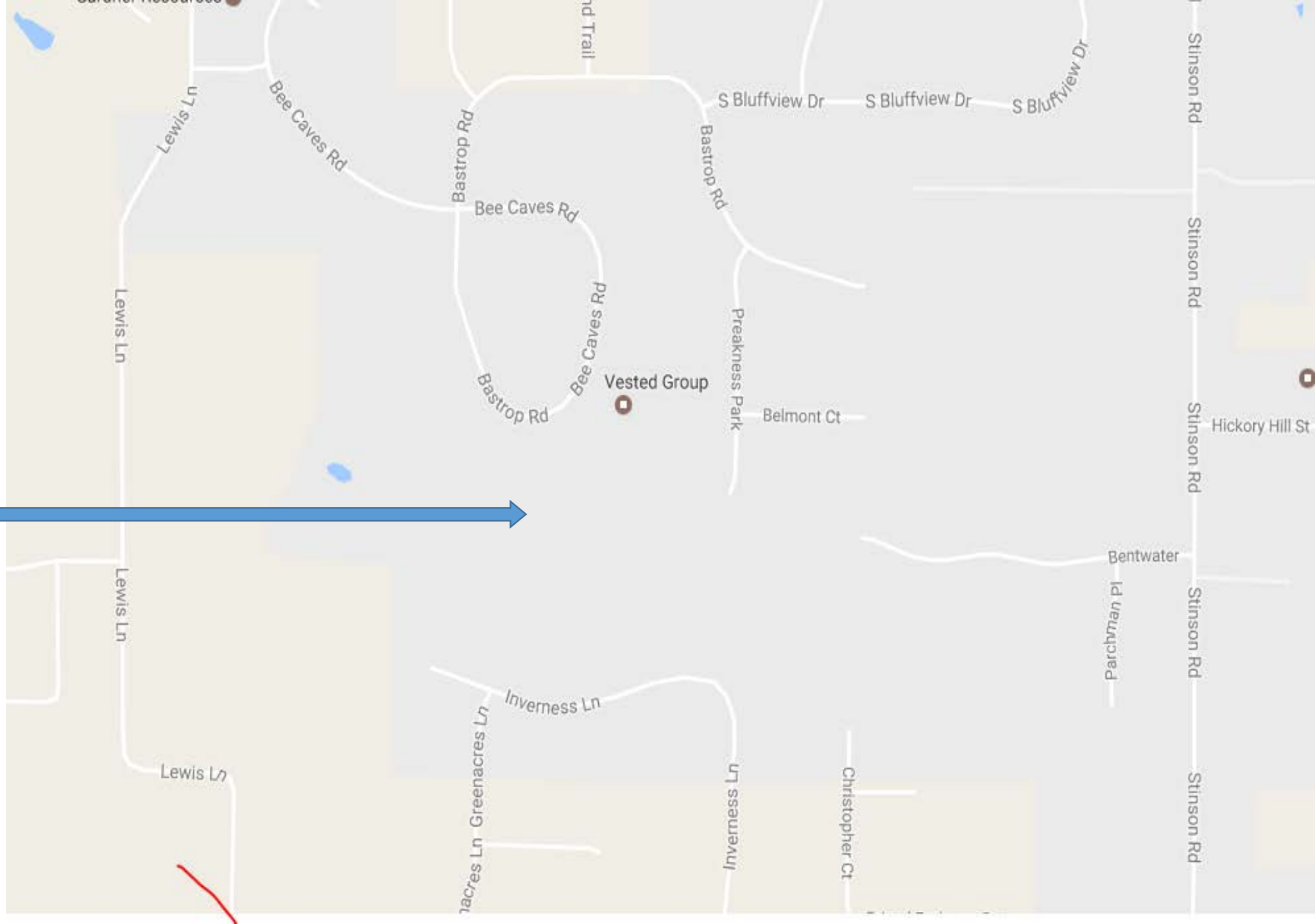
Notary Seal



Notary Public



## Stinson Highlands Phase 3





# City of Lucas Council Agenda Request May 18, 2017

Item No. 08

**Requester:** City Secretary Stacy Henderson

**Agenda Item:**

Administer the Statement of Officer, Oath of Office and Certificate of Election to incoming candidates, Councilmember Wayne Millsap, Seat 1 and Councilmember Tim Baney, Seat 2.

**Background Information:**

NA

**Attachments/Supporting Documentation:**

NA

**Budget/Financial Impact:**

N/A

**Recommendation:**

NA

**Motion:**

NA



# City of Lucas Council Agenda Request May 18, 2017

Item No. 09

Requester: Financial Advisor Mark McLiney

## **Agenda Item:**

Consideration and approval of Resolution R-2017-05-00462 by the City Council of the City of Lucas, Texas authorizing and approving publication of Notice of Intention to issue Certificates of Obligation; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date.

## **Background Information:**

During the March 2, 2017 Lucas City Council meeting, City Council approved five priority water projects and six priority general fund roadway projects.

1. Elevated Water Tower	\$2,190,844
2. Parker Road Waterline Phase 2 from Shepherds Creek Drive to Santa Fe Trail	\$348,000
3. Parker Road Waterline Phase 3T from Santa Fe Trail to Stinson Road	\$159,503
4. Restore or replace pumps at North Pump Station	\$153,821
5. New Pump house at the North Pump Station	<u>\$432,575</u>
Total Water Fund Projects	\$3,284,743

The Council also approved the following general fund roadway projects:

1. Winningkoff Rd Reverse Curve	\$964,000
2. Stinson Road/W. Lucas Road Intersection	\$453,000
3. Country Club Rd/Estates Parkway Intersection	\$350,000
4. Winningkoff Rd – Reverse Curve to Snider Lane	\$1,400,000
5. Stinson Rd South of bridge	\$2,267,000
6. Blondy Jhune Rd/West bridge/Winningkoff Rd	<u>\$2,700,000</u>
Total General Fund Roadway Projects	\$8,134,000

## **Attachments/Supporting Documentation:**

1. Resolution R-2017-05-00462 Certificates of Obligation – Notice of Intention to Issue Certificates of Obligation.
2. Certificates of Obligation Timeline.



# City of Lucas Council Agenda Request May 18, 2017

Item No. 09

Requester: Financial Advisor Mark McLiney

## **Budget/Financial Impact:**

### Water Fund:

Total Priority Water Fund Projects	\$3,284,743
Unencumbered balances accounts 21-8210-490-120 and 21-8210-490-122 (included in FY 16-17 budget)	(\$142,964)
Water Fund Reserves (city council approved 3-2-17)	<u>(\$142,000)</u>
Amount to be funded with Certificates of Obligation	\$2,999,779

### General Fund:

Total Priority General Fund Road Projects	\$8,134,000
Unencumbered balance account 21-8210-491-123 (included in FY 16-17 budget)	(\$749,000)
General Fund Reserves (city council approved 3-2-17)	<u>(\$1,385,000)</u>
Amount to be funded with Certificates of Obligation	\$6,000,000

## **Recommendation:**

Staff recommends approving Resolution R-2017-05-00462 Notice of Intention Resolution to Issue Certificates of Obligation.

## **Motion:**

I make a motion to approve Resolution R-2017-05-00462 by the City Council of the City of Lucas, Texas authorizing and approving publication of Notice of Intention to issue Certificates of Obligation in an amount not to exceed \$9,000,000; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date.



## RESOLUTION R-2017-05-00462

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council (the *City Council*) of the City of Lucas, Texas (the *City*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$9,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement and relocation) and drainage and other improvements necessary or incidental thereto; (2) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's utility system; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the City must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the City must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the City contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the City that would adversely affect the issuance of the Certificates or the City's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the City Council will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the City and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the City Council authorizes the Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the City to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, such notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the Certificates are to be issued, (iv) and the manner in which the City Council proposes to pay the Certificates; and

WHEREAS, the City Council hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS THAT:

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue the Certificates in an amount not to exceed \$9,000,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement and relocation) and drainage and other improvements necessary or incidental thereto; (2) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's utility system; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned capital improvements. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication shall be at least thirty (30) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3. The Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED, this the 18<sup>th</sup> day of May, 2017.

CITY OF LUCAS, TEXAS

---

Mayor

ATTEST:

---

City Secretary

(CITY SEAL)



**Exhibit A**

NOTICE OF INTENTION TO ISSUE  
CITY OF LUCAS, TEXAS  
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Lucas, Texas will convene at its regular meeting place in the City Hall in Lucas, Texas, at 7:00 o'clock P.M., Lucas, Texas time on July 6, 2017, and, during such meeting, the City Council will consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$9,000,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement and relocation) and drainage and other improvements necessary or incidental thereto; (2) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's utility system; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues derived by the City from the operation of the City's utility system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City's Home Rule Charter.

/s/ Stacy Henderson

City Secretary,  
City of Lucas, Texas

CITY OF LUCAS, TEXAS (THE "CITY")  
\$9,000,000\*  
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2017 (THE "OBLIGATIONS")

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1							
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
														30	31												

Monday, May 1, 2017	SAMCO Capital Markets, Inc. ("SAMCO") sends the City the Request for Information ("RFI")
Monday, May 8, 2017	City returns the RFI to SAMCO
Monday, May 15, 2017	First draft of the Notice of Sale ("NOS") and the Preliminary Official Statement ("POS") sent to Bond Counsel
<b>Thursday, May 18, 2017</b>	<b>City Council meets to authorize the Notice of Intention Resolution ("NOI") to issue the Obligations</b>
Monday, May 22, 2017	Comments due on first draft of NOS/POS
<b>Wednesday, May 24, 2017</b>	<b>First publication of the NOI in City's paper of record</b>
	Second draft of NOS/POS sent to Issuer, Bond Counsel and Rating Agency
Monday, May 29, 2017	Comments due on the second draft of the NOS/POS
<b>Wednesday, May 31, 2017</b>	<b>Second publication of the NOI in City's paper of record</b>
Week of June 5 <sup>th</sup>	Hold Rating Call with the City and Rating Agency
Wednesday, June 21, 2017	Post NOS/POS to the Municipal Advisory Council
Wednesday, June 28, 2017	Rating due back
Thursday, June 29, 2017	Post the NOS/POS to PostOS and email link to working group
<b>Thursday, July 6, 2017</b>	<b>Bids due at 12 noon (Central Time);</b>
	<b>7p.m. City Council authorizes the issuance of the Obligations at a competitive sale.</b>
Wednesday, August 1, 2017	Obligations Closing; Funds wired to the City's depository bank

**SAMCO CAPITAL MARKETS, INC.**



# City of Lucas

## City Council Agenda Request

### May 18, 2017

Item No. 10

Requester: Public Works Director/City Engineer Stanton Foerster

#### **Agenda Item:**

Consider authorizing the City Manager to enter into a construction contract with BSK Infrastructure for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$244,796.00 plus a contingency of \$36,879.

#### **Background Information:**

In the January 19, 2017, City Council meeting, a contract was awarded to TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$184,395.00 plus a 20% contingency. A notice to proceed was issued to TLC on February 28, 2017. In April 2017, staff was notified that TLC was no longer in business. Staff, BW2 Engineers, and Insurors Indemnity Companies negotiated a new contract with BSK Infrastructure

The city requires performance bonds on all its larger projects. The TLC performance bond (#CNB-23433-00) was held by Insurors Indemnity Companies. Insurors had two options: 1) they must pay the difference between TLC and the next lowest bidder or 2) Insurors may hire their own contractor and the City of Lucas must pay Insurors the contract amount with TLC.

#### **Attachments/Supporting Documentation:**

- a. Notice to Proceed
- b. Release and Settlement Agreement
- c. BSK Contract

#### **Budget/Financial Impact:**

Insurors Indemnity Company will pay the City of Lucas \$60,401 when the city contracts with BSK Infrastructure.

The TLC contract was funded using account 21-8210-490-120, Parker Road Phase 1-Section 1. The FY 2016-2017 budget consists of the following:

TLC Pipeline construction contract	\$184,395
20 Percent Contingency	<u>\$36,879</u>
Total Balance in Account 21-8210-490-121	\$221,274



# City of Lucas

## City Council Agenda Request

### May 18, 2017

Item No. 10

BSK Infrastructure Construction contract amount	\$244,796
Contingency	<u>\$36,879</u>
Total	\$281,675

Funded by:

Insurors Indemnity Company Payment	(\$60,401)
Balance in Account 21-8210-490-121	<u>(\$221,274)</u>
Total	\$-0-

#### **Recommendation:**

City Staff recommends authorizing the City Manager to enter into a construction contract with BSK Infrastructure for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 Project.

#### **Motion:**

I make a motion:

- 1) authorizing the City Manager to enter into a construction contract with BSK Infrastructure for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 Project in the amount not to exceed \$244,796.00 plus a contingency in the amount of \$36,879.00; and
- 2) to amend the FY 16-17 general fund budget appropriating \$60,401.00 to expense account 21-8210-490-120 Parker Road 12- inch Waterline Phase 1 and increasing revenue by \$60,401 in account 21-4914 for Insurance Proceeds.



## BW2 ENGINEERS, INC.

February 28, 2017

Mr. Chad Bearup  
President  
TLC Pipeline, Inc.  
1811 Forest Bend Lane  
Dallas, TX 76248

Re: NOTICE TO PROCEED  
City of Lucas  
Water System Improvements  
Parker Road Water Line Phase 1-1

Dear Mr. Bearup:

On behalf of the City of Lucas, this letter is being submitted to you as your Notice to Proceed with construction of the Parker Road Water Line Phase 1-1 project for the City of Lucas. The time allotted for completion shall be as specified in the Contract Documents and shall begin on March 21, 2017.

Two (2) sets (one full-size and one half-size) of the Construction Plans have been provided to you for your use on this project. Two (2) sets of bound executed Contract Documents will also be provided to you for your files.

We look forward to working with you and your firm on this important project for the City of Lucas. Please let us know if you require any additional information or have any questions.

Very truly yours,

*Michael R. Burge*

Michael R. Burge, P.E.  
Project Manager

MRB:maw

cc: Stanton Foerster, P.E., City of Lucas ✓

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## RELEASE AND SETTLEMENT AGREEMENT

BOND NUMBER: CNB-23433-00

PROJECT: Parker Road Water Line Phase 1-1  
(Stinson Road to Enchanted Way)

OBLIGEE: City of Lucas, Texas

PRINCIPAL: TLC Pipeline, Inc.

SURETY: Insurors Indemnity Companies

WHEREAS, the Principal and the Surety issued a Texas Government Code, Chapter 2253 Performance Bond (#CNB-23433-00), pursuant to Obligee's Contract for Parker Road Water Line Phase 1-1 (Stinson Road to Enchanted Way), to the Obligee of the project as identified above;

WHEREAS, the Obligee has called upon the Surety per its Notice of Default and Termination dated April 6, 2017, to discharge its obligations, if any, its liabilities, if any, and/or its responsibilities, if any, to this Obligee under the Texas Government Code Performance Bond #CNB-23433-00 that the Surety posted for the Principal on the above referenced Project;

WHEREAS, the Surety has obtained completion bids to complete the project, and has selected BSK Infrastructure to perform the remaining work and to complete the Project;

WHEREAS, the Surety and the Obligee recognize that the Surety's liabilities, if any, obligations, if any, and responsibilities, if any, to the Obligee under the Performance Bond are limited to the penal limits (\$184,395.00) of the Performance Bond;

WHEREAS, the Obligee certifies that the remaining contract funds, based on a full extension of all unit prices for work remaining to be completed, including change orders to be incorporated into the Contract, are \$184,395.00;

WHEREAS, the Obligee and the Surety wish to settle with this AGREEMENT any liabilities, if any, obligations, if any, or responsibilities, if any, that the Surety has to the Obligee.

NOW, THEREFORE, the Surety agrees to:

- A) Tender to the City of Lucas Texas the unit price completion bid and new Texas Government Code payment and performance bonds from BSK Infrastructure totaling \$244,796.00, per Exhibit #1 hereto; and,
- B) Tender a check in the amount of \$60,401.00 to the City of Lucas to cover the difference in TLC Pipeline's Contract amount and the amount of BSK Infrastructure's completion bid, upon acceptance of this AGREEMENT.

NOW, THEREFORE, the Obligor agrees to and that:

- 1) The Surety's liabilities, if any, obligations, if any, and its responsibilities, if any, are limited to \$60,401.00, the difference in value of the unit price bid of BSK Infrastructure to complete the Project work and the TLC Pipeline Contract;
- 2) The acceptance by the Obligor of payment from the Surety in the amount of \$60,401.00, shall be a full and final release of, discharging of, exoneration of, and acquitting of the Surety of and from any further liability to, obligation to and/or responsibility to the Obligor under the Texas Government Code Performance Bond, No. CNB-23433-00; and,
- 3) Upon entering into a Contract with BSK Infrastructure and delivery of the new Texas Government Code payment and performance bonds from BSK Infrastructure by the Obligor, the original Texas Government Code Performance Bond No. CNB-23433-00 shall be marked "VOID" by the Obligor and returned to the Surety;

NOW, THEREFORE, the Surety and the Obligor agree:

- I. That this AGREEMENT shall be governed by the laws of the State of Texas;
- II. Venue for the purposes of enforcing this AGREEMENT shall be in Collin County, Texas;
- III. This AGREEMENT may be executed in counterparts;
- IV. That the Obligor and the Surety have consulted with legal counsel of their choice concerning the meaning of this AGREEMENT;
- V. If any provision of this AGREEMENT is found to be unenforceable in a court of law, the rest of the AGREEMENT shall remain in full force and in effect;
- VI. This AGREEMENT sets forth the entire agreement and understanding between the

parties to this AGREEMENT as to the subject matter hereof and supersedes all previous agreements, understandings and discussions between the parties, all of which are merged into this AGREEMENT. This AGREEMENT may be amended or modified only in a written document signed by all parties hereto, except as stated in paragraph number "VIII." of this AGREEMENT;

VII. Any suit under this AGREEMENT must be brought within two (2) years and a day of the breach of this AGREEMENT; and

VIII. Notices or letters under this AGREEMENT that need to be sent to the Surety are to be sent to:

Mr. Michael Vieregg  
VP Claims  
Insurors Indemnity Companies  
PO Box 2683  
Waco, TX 76702-2683

Notices or letters under this AGREEMENT that need to be sent to the Obligee are to be sent to:

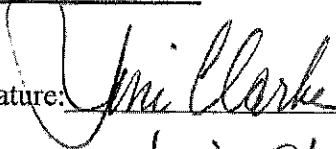
Stanton Foerster, PE  
Public Works Director  
City Engineer  
City of Lucas, Texas  
665 Country Club Road  
Lucas, Texas 75002-7651

Notices and letters are to be sent by certified or registered mail. Either the Surety or the Obligee may change the person or the addresses to whom notices and letters are to be sent by means of a certified or registered letter to the other party.

Executed this 2 day of May, 2017

Obligee:

City of Lucas Texas

Signature: 

Print Name: Joni Clarke

Title: City Manager



Executed this 3rd day of May, 2017

Surety:

Insurors Indemnity Companies

Signature: Michael Vickery

Print Name: Michael Vickery

Title: VICE PRESIDENT - CLAIMS

**BASE BID: WATER LINE REPLACEMENT - LUCAS**

Item No.	Description	Unit	Quantity	Unit Price	Unit Total
1	Mobilization, Bonds and Insurance, complete, per unit	LS	1.00	\$25,000.00	\$25,000.00
2	All Traffic Control, Barricading and Signing Measures, complete in place, per unit	LS	1.00	\$2,000.00	\$2,000.00
3	Temporary erosion control including operational control of SW3P, complete in place, per unit	LS	1.00	\$4,000.00	\$4,000.00
4	Close Existing Valve, Remove Riser and Bury, complete per unit	EA	4.00	\$400.00	\$1,600.00
5	Cut and Nag Existing 2" Water Line, complete in place, per unit	EA	1.00	\$350.00	\$350.00
6	Cut and Plug Existing 4" Water Line, complete in place, per unit	EA	2.00	\$500.00	\$1,000.00
7	Cut and Plug Existing 6" Water Line, complete in place, per unit	EA	2.00	\$600.00	\$1,200.00
8	Cut and Plug Existing 12" Water Line, complete in place, per unit	EA	2.00	\$920.00	\$1,840.00
9	Furnish and Install Trench Safety System, design and implementation, complete in place, per unit	LF	2,115.00	\$2.00	\$4,230.00
10	Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12" x 12" Tee and 12" Valve, complete in place, per unit	EA	1.00	\$5,500.00	\$5,500.00
11	Cut Out and Remove Existing 8" Water Line as needed, Furnish and Install 8" x 8" Tee, complete in place,	EA	1.00	\$2,500.00	\$2,500.00
12	Cut Out and Remove Existing 4" Water Line as needed, Furnish and Install 8" x 4" Reducer, 4" 90 Degree Bend, and 4" valve, complete in place, per unit	EA	1.00	\$2,200.00	\$2,200.00
13	Remove Existing Fire Hydrant and Return to City, complete in place, per unit	EA	2.00	\$1,200.00	\$2,400.00
14	Furnish and Install 12" 11.25 Degree Bend, complete in place, per unit	EA	2.00	\$900.00	\$1,800.00
15	Furnish and Install 215 Degree Bend, complete in place, per unit	EA	2.00	\$1,000.00	\$2,000.00
16	Furnish and Install 12" 90 Degree Bend, complete in place, per unit	EA	3.00	\$1,300.00	\$3,900.00
17	Furnish and Install 12" x 8" Reducer, complete in place, per unit	EA	1.00	\$600.00	\$600.00
18	Furnish and Install 8" 90 Degree Bend, complete in place, per unit	EA	1.00	\$650.00	\$650.00
19	Furnish and Install 12"x12" Tee, complete in place, per unit	EA	1.00	\$1,500.00	\$1,500.00
20	Furnish and Install 12"x8" Tee, complete in place, per unit	EA	1.00	\$1,300.00	\$1,300.00
21	Furnish and Install 12"x6" Tee, complete in place,	EA	3.00	\$1,500.00	\$4,500.00
22	Furnish and Install 12" MJ Plug, complete in place, per unit	EA	1.00	\$650.00	\$650.00

23	Furnish and Install 12" Gate Valve, complete in	EA	5.00	\$2,250.00	\$11,250.00
24	Furnish and Install 8" Gate Valve, complete in place, per unit	EA	1.00	\$1,500.00	\$1,500.00
25	Furnish and Install 1" Air and Vacuum Release Valve Assembly, complete in place, per unit	EA	1.00	\$3,500.00	\$3,500.00
26	Furnish and Install 12" AWWA C900 DR-18 w/Class "B+" Embedment, complete in place, per	LF	2,097.00	\$50.00	\$104,850.00
27	Furnish and Install 8" AWWA C900 DR-1.8 w/Class "B+" Embedment, complete in place, per unit	LF	17.00	\$50.00	\$850.00
28	Furnish and Install 12" AWWA C900 DR-18 w/20" Steel Casing by Boring and Jacking, complete in	LF	23.00	\$162.00	\$3,726.00
29	Furnish and Install 8" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking, complete in place, per unit	LF	22.00	\$150.00	\$3,300.00
30	Furnish and Install Fire Hydrant w/lead and 6" Valve, complete in place, per unit	EA	3.00	\$3,000.00	\$9,000.00
31	Furnish and Install Long Water Service Line, complete in place, per unit	EA	1.00	\$1,000.00	\$1,000.00
32	Furnish and Install Short Water Service Line, complete in place, per unit	EA	13.00	\$750.00	\$9,750.00
33	Furnish and Install Short Water Service Line with New Meter Box, complete in place, per unit	EA	1.00	\$850.00	\$850.00
34	Furnish and Install Water Service Line, complete in place, per unit	LF	100.00	\$20.00	\$2,000.00
35	Furnish and Place Block Sodding, Including all Fertilization and Watering Until Established, complete in place, per unit	SY	3,000.00	\$5.00	\$15,000.00
36	Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established, complete in place, per unit	SY	5,000.00	\$1.50	\$7,500.00
TOTAL BID:					\$244,796.00



# City of Lucas Council Agenda Request May 18, 2017

Item No. 11

Requester: Councilmember Debbie Fisher

## **Agenda Item:**

### **Executive Session:**

An Executive Session is not scheduled for this meeting.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA