



AGENDA

City of Lucas City Council Meeting April 19, 2018 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, April 19, 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 Citizen 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 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 (Mayor Jim Olk)

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. (Mayor Jim Olk)
 - A. Proclamation presented to Collin County Sheriff's Office Deputy Brent Collins

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended 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. Consent Agenda.

- A. Approval of the minutes of the April 5, 2018 City Council meeting. (City Secretary Stacy Henderson)
- B. Consider authorizing the City Manager to enter into an Interlocal Purchasing Agreement between the City of Grand Prairie and the City of Lucas, Texas. (Public Works Director/City Engineer Stanton Foerster)

Regular Agenda

4. Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program: (Mayor Jim Olk)
 - Collin Thomson – Lovejoy High School – Worldbuilding
5. Consider authorizing the City Manager to enter into Interlocal Agreement 2018-2022 with Collin County for the shared maintenance of specific roadways in the City of Lucas. (Public Works Director/City Engineer Stanton Foerster)
6. Provide direction to staff regarding the email from Scenic Texas about the new TxDOT rule allowing 85' billboards. (City Manager Joni Clarke)

Executive Session Agenda

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 regarding any item on the agenda at any time during the meeting.

7. Executive Session: An Executive Session is not scheduled for this meeting.
8. Adjournment.

Certification

I do 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 on or before 5:00 p.m. on April 12, 2018.

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 at least 48 hours prior to the meeting.



City of Lucas City Council Agenda Request April 19, 2018

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizen Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request April 19, 2018

Item No. 02

Requester: Mayor Jim Olk

Agenda Item:

2. Items of Community Interest.

A. Proclamation presented to Collin County Sheriff's Office Deputy Brent Collins

Background Information:

NA

Attachments/Supporting Documentation:

1. Proclamation

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



Proclamation

City of Lucas

DEPUTY BRENT COLLINS
COLLIN COUNTY SHERIFF'S OFFICE

- WHEREAS,** the City of Lucas extends its sincere appreciation to Deputy Brent Collins of the Collin County Sheriff's Office for his daily contributions to our community; and
- WHEREAS,** Deputy Collins began his assignment with the City of Lucas in October 2016 and has contributed many hours to the safety and well-being of the citizens of Lucas; and
- WHEREAS,** when vehicles were being targeted in Lucas and car windows were being shot out, Deputy Collins took extraordinary actions by working undercover in his personal vehicle to apprehend the person committing these criminal acts; and
- WHEREAS,** in support of the Lucas-Fire Rescue Department, Deputy Collins was an integral part of the Fourth of July fireworks task force and served as the law enforcement liaison for the Emergency Management Team; and
- WHEREAS,** Deputy Collins served as a primary resource in the management of traffic situations and facilitating the investigation of traffic accidents; and
- WHEREAS,** Deputy Collins served as the Bailiff for the Lucas Municipal Court and was responsible for serving warrants on behalf of the City and assisted in the resolution of code violations; and
- WHEREAS,** he has protected the City's assets by safeguarding infrastructure projects against vandalism and unauthorized access; and
- WHEREAS,** it is important to congratulate Deputy Brent Collins as he continues to serve Collin County residents including the citizens of Lucas as a member of the Collin County Sheriff's Office Motorcycle Patrol Unit.

NOW THEREFORE, I, Jim Olk, Mayor of the City of Lucas, Texas, do hereby commend Deputy Brent Collins and express our sincere gratitude in keeping our community safe.

Jim Olk, Mayor

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request April 19, 2018

Requester: City Secretary Stacy Henderson

Consent Agenda Items:

3. Consent Agenda:
 - A. Approval of the minutes of the April 5, 2018 City Council meeting.
 - B. Consider authorizing the City Manager to enter into an Interlocal Purchasing Agreement between the City of Grand Prairie and the City of Lucas, Texas.

Background Information:

Agenda Item 3B:

Chapter 791 of the Texas Government Code, also known as the Inter-local Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services.

The City of Lucas and the City of Grand Prairie would like to enter into a master interlocal agreement that would authorize each to utilize current active and future contracts awarded by the other entity.

The supplier for each contract shall bill the entity using the contract directly for all goods and services purchased and each entity shall be responsible for payments and ensuring the supplier's compliance with all conditions of the agreement.

Attachments/Supporting Documentation:

1. Minutes of the April 5, 2018 City Council meeting
2. Grand Prairie Price Agreement List
3. Grand Prairie Interlocal Agreement

Budget/Financial Impact:

NA

Recommendation:



City of Lucas Council Agenda Request April 19, 2018

Item No. 03

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
April 5, 2018
7:00 P.M.**

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

Call to Order

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

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Debbie Fisher
Councilmember Wayne Millsap
Councilmember Philip Lawrence

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Special Projects Coordinator Cathey Bonczar

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

Citizen Input

1. Citizen Input.

There was no citizen input at this meeting.

Community Interest

2. Community Interest.

Mayor Olk presented a Service Tree Certificate to Tracy Matern, one of the 2018 Service Tree Award recipients.

Mayor Olk announced that the City's annual Founders Day event would be held on Saturday, April 14 at the Lucas Community Park. Mayor Pro Tem Peele noted that the Founders Day event would host the stick horse rodeo event, chili cook-off, pony rides, free food and over 40 booths would be on site. Councilmember Fisher noted that the Community Center would be home to the City of Lucas history display along with a Fire Department display celebrating their 45th anniversary.

Mayor Olk reminded everyone of the upcoming Street Project Open House meetings scheduled for April 19, 2018 for Blondy Jhune Road, May 3, 2018 for Winningkoff Road, and May 17, 2018 for Stinson Road to be held from 6 – 7pm before each City Council meeting at City Hall.

Councilmember Fisher announced that curbside recycling was available to sign up for with Republic Services.

City Manager Joni Clarke thanked Special Projects Coordinator Cathey Bonczar for her efforts in the coordination of the Founders Day event.

Consent Agenda

3. Consent Agenda.

- A. Approval of the minutes of the March 15, 2018 City Council meeting.
- B. Approval of the Communications Facilities License Agreement between the City of Lucas and Skybeam, LLC d/b/a Rise Broadband for use of the McGarity and Winningkoff water towers for placement of equipment to provide internet service to Lucas residents.
- C. Consider the request by Cliff Gillespie on behalf of Lucas Village I, LLC for approval of a landscape plan and irrigation plan for Lot 1, Block A of the Lucas Plaza Addition located at 501 Angel Parkway.
- D. Consider the request by James Roberts on behalf of Goose Real Estate for approval of a final minor plat for Logan Ford Ranch Phase 5, a tract of land being 6.207 acres of a 110.117 tract of land situated in the Calvin Boles Survey Abstract Number 28.
- E. Consider the request by James Roberts on behalf of Goose Real Estates for approval of a final minor plat for Logan Ford Ranch Phase 6, a tract of land being 2.293 acres of a 110.117 tract of land situated in the Calvin Boles Survey Abstract Number 28.

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

Regular Agenda

4. Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program:

- Olivia Porsch – Lovejoy High School – Studying the Gospels
- Jerad King – Lovejoy High School – Environmentalism

Lovejoy High School Student, Olivia Porsch presented her topic of “The Gospels” and discussed with the City Council her research, historical content, and what she had learned.

Lovejoy High School Student, Jerad King presented his topic of “Environmentalism” and discussed with the City Council its meaning, what he had done to promote environmentalism, such as forming an environmental group at his high school that took part in fundraisers and participation in community events related to environmental work.

5. **Consider authorizing the City Manager to use the following roadway design elements in the Blondy Jhune Road project from the west bridge to Winningkoff Road: 1) 28-foot asphalt, 2) 24-foot concrete, and 3) 24-foot with two-foot concrete ribbons on each side of a 20-foot asphalt section.**

Public Works Director/City Engineer Stanton Foerster discussed with the City Council design elements of the project and the existing tree canopy along Blondy Jhune Road. He also discussed the average width of Blondy Jhune being approximately 23 feet wide, that did not include the bridge that was 28 feet wide. Mr. Foerster discussed asphalt versus concrete and wanting to maintain a 20-year road. The City Council also discussed how widening the road could cause an increase in speeding, but that curved areas of the roadway may need to be slightly wider to eliminate the need for guardrails.

Mr. Foerster recommended proceeding with a 24-foot concrete roadway to reduce the impact to existing trees, drainage and a 20-year pavement life.

Mayor Olk read an email received from Leon Luckey stating his position on keeping Blondy Jhune Road as narrow as possible to slow traffic and to maintain the tree canopy along the roadway as much as possible.

Maureen Miller, 317 McMillen noted that she would like Blondy Jhune Road constructed in such a manner to maintain a 30 mph speed on the roadway. She also wanted to maintain the tree canopy, not install any guardrails, maintain drainage, and ensure the City stays within budget for the project.

Peggy Rusterholtz, 215 W. Blondy Jhune, noted that she was in agreement with paving the road to 24-foot wide and that portions of the road containing a curve that did not have a tree canopy may need to be slightly wider to accommodate larger vehicles making.

Catherine Habib, 2220 Tractor Trail, asked that when construction began and detours were put in place, to make the necessary repairs to Orr Road.

Mr. Foerster stated that he was coordinating with the development of Hendricks Farm also located on Blondy Jhune Road to ensure there would not be multiple projects taking place at the same time.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Fisher to direct staff to utilize a 24-foot concrete roadway on Blondy Jhune Road from the west bridge to Winningkoff Road, tilt the roadway where needed to avoid placing any guardrails along Blondy Jhune, and bring back alternate curve designs if the City Engineer deemed it warranted. The motion passed unanimously by a 7 to 0 vote.

Councilmember Fisher asked that Agenda Items 6 and 7 be heard together as they are related items.

6. **Update the City Council regarding TxDOT requirements and provide direction to the City Manager regarding the opportunity to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection and make improvements to the northwest corner of the same intersection.**

7. **Consider authorizing the City Manager to enter into an agreement for the construction of the Stinson Road Paving and Drainage Improvements project with the lowest responsible bidder, Camino Construction, LP in an amount not to exceed \$391,572 plus a 25% contingency in the amount of \$97,000.00 for a total of \$488,572.00 and allocate funding.**

Public Works Director/City Engineer Stanton Foerster explained that TxDOT would be updating the traffic signal at the intersection of Country Club and W. Lucas Road in June or July of 2018. This update allows for improvements to be made to the intersection and the addition of a fourth approach. The commercial property owners at the intersection have committed to the project except for the owner at 995 W. Lucas Road. Mr. Foerster stated that as part of the bid associated with the Stinson Road, Agenda Item No. 7, an alternative was added to include intersection drainage improvements and the fourth leg extending south from the intersection.

The City Council discussed with Mr. Foerster if there was any reason why the property owner of 995 W. Lucas Road was not participating in the improvements. The City Council also discussed driveway closures, timelines for improvements, and how the businesses would be affected if the driveway was closed. The City Council also discussed NCTCOG and RTR funding that would be used for some of the improvements to the intersection.

The City Council was in agreement that they did not want to force anyone to participate, but also wanted to take advantage of funding available, make the intersection safer and more desirable for the property owners and redevelopment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to give direction to the City Manager to work with TxDOT to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection with the stipulation that the fourth leg is up to the North Texas Municipal Water District easement, and subject to pending approval by Mr. Willard, property owner at 995 W. Lucas Road to extend the fourth leg; and make drainage improvements to the northwest corner of the same intersection. The motion passed unanimously by a 7 to 0 vote.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to authorize the City Manager to enter into an agreement for the construction of the Stinson Road paving and drainage improvements project with Camino Construction, LP in an amount not exceed \$391,572 plus a 25% contingency in the amount of \$97,000 for a total of 488,572 and allocate funding. The motion passed unanimously by a 7 to 0 vote.

8. **Consider the City Council meeting schedule for July 2018.**

The City Council was in agreement to leave the July 5, 2018 meeting date on the calendar and reevaluate in June if the meeting date was needed.

Executive Session Agenda

9. **Executive Session:** The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the sale, purchase, exchange, lease or value of real property on W. Lucas Road in the City of Lucas.

The City Council convened into Executive Session at 8:47 pm.

10. **Reconvene from Executive Session and take any action necessary as part of the Executive Session.**

The City Council reconvened from Executive Session at 9:03 pm and there was no action taken as part of the Executive Session.

11. **Adjournment.**

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to adjourn the meeting at 9:03 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary

**City of Grand Prairie
Price Agreement Listing - 2017**

Vendor	Department
1 Priority Environmental Srv	Environmental
1-A Fire & Domestic Testing	Environmental
3M Company	Public Works - Streets
A-1 Autoglass, Inc.	Fleet
A-1 Locksmith	Facilities
Abba Staffing	Parks
Absolute Color	City-Wide 1
AC Printing	City-Wide 1
Acme Auto Leasing	Police
Airgas	Public Work-Water
Airgas	Fire
All American Tire Recycling	City-Wide 1
All State Fire Equipment	Fleet
Allied International Emergency	Environmental
AppleOne	Human Resources
Aquatic Solutions	Parks
Arbor Masters Tree Service	Public Works - Streets
ARC Document Solutions	City-Wide 1
Arrow Intl	Fire
AVFuel Corporation	Airport
Axis	Public Works - Streets
Bankers Products	City-Wide 1
Bass & Hays Foundry	Public Works - Water
BDM Group, LLC DBA Logan Graphics	City-Wide 1
Ben E Keith	Parks
Berlitz Languages, Inc.	Human Resources
Big City Crushed	Public Works - Streets
Big City Crushed Concrete	Environmental
Black Anvil Construction Supplies	Public Works - Water
Blackboard Inc.	Emergency Mgmt
Blue Sky Sod Farm	Public Works - Water
Boardtronics, Inc.	Parks
Bound Tree	Fire
Brainfuse	Library
Brandera	Marketing
Brandt	Facilities
BWI Companies	Parks
C. Specialties, Inc.	Animal Services
CAP	Fleet
Carbon Solutions America	Landfill
Carnival Americana	Parks

Carpet Services, Inc.	Facilities
Carrier Veterinary Hospital	City-Wide 2
Carruthers Landscape Mgt	Parks
Casco	Fire
Centerline Supply	City-Wide 1
Ceres	City-Wide 2
Charles Pest Control Services	Facilities
Christmas Company	Economic Development
Cintas Corporation	City-Wide 2
City Glass	Facilities
CMB	Fleet
Comark Direct	City-Wide 1
Commercial Metals Co.	City-Wide 2
Compass	Human Resources
Concentra	Human Resources
Consolidated Traffic	Public Works - Streets
Construction Rent-a-Fence	City-Wide 2
Core & Main	Public Works - Water
Corporate Cost Control	Human Resources
Covenant Signs	City-Wide 1
CovertTrack Group Inc.	Police
CPS-HR Consulting	Human Resources
Craddock Lumber	Public Works - Streets
Crafco Texas	Public Works - Streets
Crossroads Asphalt	Public Works - Streets
Curteo	Public Works - Streets
Cyntox	City-Wide 2
Cyson Technology Group (formerly Nsync)	Information Technology
D&H United Fueling Solutions, Inc.	Fleet
Dallas Security Systems, Inc. (Monitoring)	Facilities
Dallas Security Systems, Inc. (Repairs)	Facilities
Dataprose	Public Works - Water
Dave's Hi Way Wrecker	Police
DC Group, Inc.	IT/Police
Defender Supply	Fleet
Del Carmen Consulting, LLC	Police
Diamond Fence	City-Wide 2
Door Tech of Texas	Facilities
DPC Industries	Public Works - Water
Durable Specialties	Public Works - Streets
Dyna Ten	Police
Ed's Electric	Facilities
ELS Landscape LLC	Environmental
Entech	Facilities
Enviromatic Systems	Facilities

Fabco	Public Works - Streets
Farmer Environmental Group	Environmental
Fastenal	City-Wide 2
Fastphalt/PCT, Inc.	Public Works - Streets
Faucet Parts Store Inc	Facilities
Ferguson	Public Works - Water
Ferrelgas	Fleet
Findaway (No Contract)	Library
Fire Station Outfitters	Fire
First Check Applicant Screening	Human Resources
Flair Data Systems	Information Technology
Fort Worth Star Telegram	Purchasing
Forterra Pipe & Precast LLC	Public Works - Streets
Fortiline	Public Works - Water
Freedom Chevrolet	Fleet
Freedom Dodge	Fleet
G&C Direct Mail Marketing, Inc.	Finance
Garcia Brothers Contracting, Inc.	Fleet
Gardner Tele	Public Works - Streets
Gardner Telecommunications (primary)	Public Works - Streets
Gardners Lawn Care	Police
Garland/DBS	Facilities
Gear Cleaning Solutions	Fire
GEEP, USA, Inc.	Landfill
Genuine Parts Co. dba NAPA	Fleet
George-McKenna Electrical	Public Works - Water
Gifford Electric	Fire
Gila dba Municipal Services Bureau	Fire
Glass Doctor	Facilities
Gonzales Labor Systems, Inc.	Human Resources
Grainger	City-Wide 2
Graphic Designs Intl., Inc.	Public Works - Streets
Grey Construction	Public Works - Water
GT Distributors	Police
Hagerty Consulting, Inc.	Fire
HD Supply Waterworks	Public Works - Water
Henry Did It dba Nature's Select	Animal Services
High Quality Landscape	Public Works - Water
High Sierra Electronics	Engineering
Highway ITS	Public Works - Streets
HJG Trucking Company	City-Wide 1
Holt Texas Ltd	Public Works - Water
Home Depot	City-Wide 2
IDEXX Laboratories	Animal Services
iDSS Global	Tourist Center

Industrial Power	Fleet
Irri-Tech	Parks
Iteris Inc	Public Works - Streets
J Bob's Kettle Corn & Fudge	Parks
JLB Contracting	Public Works - Streets
Josh Barnett Productions, Inc.	Parks
JP Morgan Chase	Purchasing
Justin Seed	Public Works - Streets
Kforce Inc.	IT
King Ranch Turf	Public Works - Streets
Knight Security Systems, LLC	Information Technology
KT Chemicals	Public Works - Streets
Landmark Earth Services	Public Works - Streets
Landworks	Parks
Larry O. Hulsey	Environmental
Llano River Fence Company, LLC	City-Wide 2
Logan Graphics	City-Wide 1
Longhorn Harley Davidson	Fleet
Longhorn Inc.	Parks
Lowery Sand & Gravel	City-Wide 1
Lowe's Home Centers	City-Wide 1
Magazine Subscriptions PTP	Library
Main Street Signs & Graphics	Police
Mark Viskozki Golf Management	Parks
Martin Eagle Oil	Fleet
McCain, Inc.	Public Works - Streets
McMahon	Public Works - Streets
McMillan James	Parks
Metro Fire Apparatus Specialist	Fire
Michael's Keys Inc.	Facilities
Midwest Veterinary Supply	Animal Services
Mission Linen	Parks
MMG Building & Construction Services	Parks
Motorola Solutions	City-Wide 2
Municipal Emergency Services (MES)	Fire
Municipal Mosquito	Environmental
National Medical Services	Police
NEC Corporation of America	Police
NEOGOV	Human Resources
Never Thirsty Vending, LLC	City-Wide 2
New Star	Public Works - Streets
New Star Grading	Public Works - Streets
Nortex Concrete Lift	Public Works - Streets
North Rock	Public Works - Streets
North Texas Polygraph Services, LLC	Human Resources

Occu-med	Human Resources
Office Depot	Human Resources
OneRain Inc.	Public Works - Storm Water
Oracle Elevator Company	Facilities
OverDrive, Inc.	Library
Page, Wolfberg & Wirth, LLC	Fire
Paradigm Traffic	Public Works - Streets
Peerless Events and Tents	Parks
Pepper Psychological Services, PLLC	Human Resources
Petra Chemical	Public Works - Water
Pitney Bowes - Interlocal (Buyboard)	Finance/Housing
Prime Controls, LP	Public Works - Water
Priority Public Safety	Police
Professional Turf Products, LP	Parks
Public Consulting Group	Fire
Pure Service Corp	Parks
Questcare Medical	Fire
Recorded Books, Inc.	Library
Red the Uniform Tailor	Fire
Red Wing	City-Wide 2
Redi-Mix	Public Works - Streets
Rene Bates	City-Wide 2
Rental Stop	City-Wide 1
Rescue Gear	Fire
Reynolds Asphalt & Const.	Public Works - Streets
Rick's Tire Service	Fleet
Riot Creative Imaging	City-Wide 1
Roadrunner Pharmacy	Environmental
Robert Half Intl (Interlocal Price Agreement)	Information Technology
ROMCO	Landfill
RSVP dba Relief Services for Vets	Animal Services
Sage Cognitive Solutions	Human Resources
Santos Construction	Public Works - Streets
Sa-So	Police
Securus Technologies, Inc.	Police
Simba Industries	Police
Simplex Grinnell	Facilities
Sports City Auto World	Fleet
State Industrial Products	Police
STC Utility Srv (secondary)	Public Works - Streets
Stericycle Environmental Solutions	City-Wide 2
Stewart & Stevenson	Fleet
Stripe-A-Zone	Public Works - Streets
Stryker Medical	Fire
Sunbeam Foods	Police

Sunbelt Industrial Services	Environmental
SuperShine Car Wash	City-Wide 2
Sureguard Termite & Pest Services	Facilities
Swagit	Marketing
Swarco Reflex LLC	Public Works - Streets
Sweeping Srv of Texas	Landfill
Sylvia's Alterations	City-Wide 2
Techline Inc	Public Works - Streets
Terracare Associates	Parks
Terry Rutland	Public Works - Water
Terry Rutland/Landworks	Parks
Texas Highway Products	Public Works - Streets
Texas Sand & Gravel	City-Wide 1
TFR	City-Wide 2
The Michelson Found Animals Foundation	Animal Services
The Visiting Nurse Association of Texas	Parks
Thelin Recycling	Landfill
Trafficware	Public Works - Streets
Trane	Facilities
Trinity Armored Security	Finance
Tri-State Paralegal Service	Police
Turf Materials, Inc.	Parks
Tyler Technologies	Courts
UBM Maintenance	Facilities
Unique Management Services (UMS)	Library
US Standard Sign	Public Works - Streets
US Underwater Services, LLC	Public Works - Water
USA Blue Book	Public Works - Water
USA BlueBook (HD Supply Facilities)	Public Works - Water
UWS, Inc.	Public Works - Water
VA Construction	Public Works - Streets
Vann Elli, Inc.	Public Works - Streets
Viking Construction Inc	Public Works - Streets
VTI Security	Information Technology
Vulcan Signs	Public Works - Streets
Weaver LLP	Accounting
Wells Fargo Bank	Accounting
Western Marketing, Inc.	City-Wide 2
Work Wear	City-Wide 2
XIT	Public Works - Streets
You Name It Specialties	Environmental
Zep, Inc.	Public Works - Water
Zirmed	Fire
Zoetis Inc.	Animal Services

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND THE CITY OF LUCAS**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Grand Prairie and The City of Lucas desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Grand Prairie and The City of Lucas represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Grand Prairie and the City of Lucas are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Grand Prairie and the City of Lucas agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Grand

Prairie nor the City of Lucas warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Grand Prairie or the City of Lucas, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Grand Prairie and the City of Lucas agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent

jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
318 W. Main St.
Grand Prairie, TX 75050
972/237-8269 ph ~ 972/237-8265 fax
purchasingfax@gptx.org

City of Lucas: City Manager
Attn: Joni Clarke
City of Lucas
665 Country Club Road
Lucas, TX 75002-7651
972-727-8999
jclarke@lucastexas.us

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Collin County, Texas, United States of America for the City of Lucas and

shall be Dallas County, Texas, United States of America for the City of Grand Prairie.

16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.

17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.

19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

CITY OF LUCAS

BY: _____
Anna Doll, Deputy City Manager

BY: _____
Joni Clarke, City Manager

DATE: _____

DATE: _____

ATTEST: _____
Cathy DiMaggio, City Secretary

APPROVED AS TO FORM:

ATTEST: _____

Megan Mahan, City Attorney

Printed Name and Title



City of Lucas Council Agenda Request April 19, 2018

Item No. 04

Requester: Mayor Jim Olk

Agenda Item:

Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program:

- Collin Thomson – Lovejoy High School - Worldbuilding

Background Information:

As part of the Lovejoy ISD Independent Studies Program, students from Lovejoy High School and Willow Springs Middle School are required to present their project of interest to a public audience and have asked if they may present their reports to the City Council. This is the fourth year in a row that the students of Lovejoy High School and the second year students from Willow Springs Middle School will be sharing their presentations with the City Council.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas

City Council Agenda Request

April 19, 2018

Item No. 05

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Consider authorizing the City Manager to enter into Interlocal Agreement 2018-2022 with Collin County for the shared maintenance of specific roadways in the City of Lucas.

Background Information:

The City of Lucas and Collin County have shared maintenance of the following seven roadways:

1. **Aztec Trail (CR 303)** – The north/south portion is not maintained by the city.
2. **Brockdale Park Road (CR 967)** – The maintenance of this street is handled via a separate agreement between the City of Lucas and Collin County. Starting at FM 3286, the first 1600 feet is maintained by the city, the next 250 feet is not maintained by the city, the northern half of the next 1325 feet is maintained by the city, the next 2000 feet is not maintained by the city, the next 2000 feet is maintained by the city, the next 1000 feet is not maintained by the city, the next 200 feet is maintained by the city.
3. **Dayton Avenue (CR 391)** – The northern 700 feet is maintained by the city.
4. **Lewis Lane (CR 254)** – The northern 3000 feet is within the city limits. No portion of the rest of the roadway is in the city limits and will not be maintained by the city.
5. **Orr Road (CR 317)** – From Forest Grove Road to Winningkoff Road is maintained by the city. None of the roadway north of Forest Grove Road is maintained by the city.
6. **Rock Ridge Road (CR 719)** – The southern 350 feet is maintained by the city.
7. **Snider Lane (CR 319)** – Starting at E Lucas Road (FM 3286), the eastern half of the first 1325 feet is maintained by the city, all of the next 1425 feet is maintained by the city, the eastern half of the next 1050 feet is maintained by the city, the northern half of the next 1225 feet is maintained by the city. From that western boundary of Lakeview Downs to Winningkoff Road is maintained by the city.

Attachments/Supporting Documentation:

Colling County Interlocal Agreement 2018-2022

Budget/Financial Impact:

None of these roadways are budgeted for specifically. Funds from 11-8209-301 “Improvement Roads” are used to maintain these and other roads.



City of Lucas
City Council Agenda Request
April 19, 2018

Item No. 05

Recommendation:

Public Works Director/City Engineer Stanton Foerster recommends approval.

Motion:

I make a motion authorizing the City Manager to enter into Interlocal Agreement 2018-2022 with Collin County for the shared maintenance of specific roadways.

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Lucas, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH
COURT ORDER NO. 97-576-08-25 (Copy Attached)

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for

work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

6. Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: _____

Address: _____

E-mail: _____

Phone: _____

FAX: _____

If to City:

Name: _____

Address: _____

E-mail: _____

Phone: _____

FAX: _____

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Lucas will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Title: County Judge

CITY OF LUCAS

Date: _____

By: _____

Title: _____

Exhibit A

City of Lucas and Collin County Shared Roadway Maintenance

1. **Aztec Trail (CR 303)** – The north/south portion is not maintained by the city.
2. **Brockdale Park Road (CR 967)** – The maintenance of this street is handled via a separate agreement between the City of Lucas and Collin County. Starting at FM 3286, the first 1600 feet is maintained by the city, the next 250 feet is not maintained by the city, the northern half of the next 1325 feet is maintained by the city, the next 2000 feet is not maintained by the city, the next 2000 feet is maintained by the city, the next 1000 feet is not maintained by the city, the next 200 feet is maintained by the city.
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4. **Lewis Lane (CR 254)** – The northern 3000 feet is within the city limits. No portion of the rest of the roadway is in the city limits and will not be maintained by the city.
5. **Orr Road (CR 317)** – From Forest Grove Road to Winningkoff Road is maintained by the city. None of the roadway north of Forest Grove Road is maintained by the city.
6. **Rock Ridge Road (CR 719)** – The southern 350 feet is maintained by the city.
7. **Snider Lane (CR 319)** – Starting at E Lucas Road (FM 3286), the eastern half of the first 1325 feet is maintained by the city, all of the next 1425 feet is maintained by the city, the eastern half of the next 1050 feet is maintained by the city, the northern half of the next 1225 feet is maintained by the city. From that western boundary of Lakeview Downs to Winningkoff Road is maintained by the city.

City of Lucas Roadway Maintenance

- A. All portions of Cimarron, Claremont Springs, and Edgewood Estates subdivisions are in the City of Lucas.
- B. **Brookhaven Drive** is no longer CR 170.
- C. **CR 321** will be renamed soon.
- D. **CR 1034** will be renamed soon.
- E. **East Winningkoff Road** is no longer CR 309.
- F. **Forest Grove Road** is no longer CR 265.
- G. **Ingram Lane** is no longer CR 262.
- H. **Osage Lane is no longer CR 302.**
- I. **Welborn Lane** is no longer CR 318.
- J. **West Estelle Lane is no longer CR 306.**
- K. **West Lucas Road** is no longer CR 263.
- L. **Winningkoff Road** is no longer CR 309.

THE STATE OF TEXAS

COUNTY POLICIES: ADOPTION OF REVISED
COUNTY ROAD POLICY/RESCIND PREVIOUSLY
APPROVED COURT ORDERS
COUNTY ROAD SUPERINTENDENT

COUNTY OF COLLIN

On August 25, 1997, the Commissioners' Court of Collin County, Texas, met in special session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

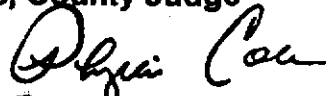
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request from the County Road Superintendent for approval to rescind previously adopted court orders pertaining to County Road Policies, furthermore, adoption of a revised County Road Policy.

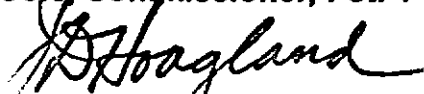
Thereupon, a motion was made, seconded and carried with a majority vote of the court to adopt a revised County Road Policy effective October 1, 1997, and rescind previously adopted court orders pertaining to same. Same is hereby approved in accordance with the attached documentation.



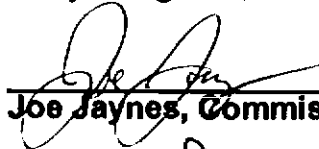
Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



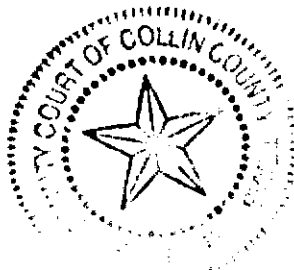
Jack Hatchell, Commissioner, Pct. 4

ATTEST:



Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

c:\cour\97\courtorders\roadpol



COUNTY ROAD POLICIES

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**COUNTY ROAD
POLICIES
(GENERAL)**

COUNTY ROAD POLICIES (GENERAL)

Section I Maintenance of Public Roads

- A. All public roads located in unincorporated areas of Collin County which are determined by the Commissioners' Court to be county roads, will be maintained by the County. All others shall be considered private roads and will not be maintained by Collin County.
- B. Roads or sections of roads which are bordered by a city or cities shall not be maintained by Collin County as follows:
- (a) Any portion of a public road which has been annexed by a city or cities shall not be maintained at county expense.
 - (b) Public roads or portions of public roads which are bordered by a city or cities on one side will be considered to lie in an incorporated area from the centerline of the public road to the city border. That portion which is considered to be in an incorporated area shall not be maintained at county expense.
 - (c) Public roads or portions of public roads which are bordered by a city or cities on both sides will be considered to lie in an incorporated area and shall not be maintained by Collin County.

Section II Upgrade of County Roads

- A. Commissioners' Court will consider upgrading a rock road to an asphalt road provided one of the following conditions are met:
- (a) Roads with traffic counts of 150 cars per day or greater, which by the determination of Commissioners' Court, should be asphalted due to maintenance costs or other appropriate criteria when the adjacent property owners donate the right-of-way described in Section VI of this policy; or;
 - (b) Roads not on the Collin County Thoroughfare Plan with traffic counts of 125 cars per day or greater, which when determined by the Director of Public Works (County Road Supt.) to have adequate width and drainage can be asphalted due to maintenance costs or other appropriate criteria without obtaining additional right-of-way; or;
 - (c) Roads with traffic counts of 100 cars per day or greater can be asphalted when the adjacent property owners donate the right-of-way described in Section VI of this policy; or;
 - (d) When the adjacent property owners donate the right-of-way described in Section VI of this policy and reimburse the County for the cost of materials required to upgrade the subject road to asphalt by current county standards.

To be considered for asphalt, a road must tie into an existing asphalt road, unless the road in question is a "Dead End" road. A "Dead End" road which does not tie into an existing asphalt road can be upgraded, provided its entire length is asphalted. A cul-de-sac shall be required when a dead end road is upgraded.

B. The Commissioners' Court will consider upgrading a dirt road to a rock road provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the county for the cost of materials to upgrade the subject road to the appropriate depth and width of rock

Section III Re-opening of County Roads

The Commissioners' Court will consider re-opening a county road which has not been maintained by the county in the last 10 years provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the County for the total cost of improvements if the road is to be improved from its existing state

Section IV Abandonment of County Roads

The Commissioners' Court, by unanimous vote, may abandon a county road upon following procedures required by Vernon's Civil Statute's and the Texas Transportation Code.

Section V Subdivisions

- A. To be considered for maintenance by Collin County, private roads in recorded subdivisions must be asphalt and meet current county standards in regards to width, drainage, culverts, base material type and thickness.
- B. Private roads in subdivisions which were filed in the County Clerk's Office prior to May 18, 1981 will be accepted for maintenance by the county provided there is adequate right-of-way, the roads are asphalt and meet current county standards.
- C. Private roads in subdivisions which were approved by Commissioners' Court and filed in the County Clerk's Office prior to October 23, 1995 will be accepted for maintenance provided such roads are asphalt and have been built and maintained to county standards.
- D. Private roads in subdivisions which were filed in the County Clerk's Office after May 18, 1981 that were not approved by Commissioners' Court shall meet the following conditions prior to acceptance:
 - (a) Road right-of-ways must be dedicated to the public and accepted by Commissioners' Court
 - (b) Roads must be asphalt and meet current county standards as described in this policy
- E. Private roads in recorded subdivisions which do not meet county standards can be considered for maintenance by the county provided the landowners donate additional right-of-way, when needed, and provide total funding to upgrade such roads to county standards.

- F. Private roads in unrecorded subdivisions will not be upgraded by Collin County under this policy. To be accepted for maintenance, the subdivision must be platted and the roads constructed, by a private contractor, in accordance with the Collin County Subdivision Regulations

Section VI Right-of-Way

- A. Right-of -Way shall be in the following form:

- (a) Right-of-Way which is donated may be in Deed or Easement form; or
- (b) Right-of-Way which is purchased through negotiations or by eminent domain shall be in Deed form with an actual ownership (Title) transfer of the land.

- B. Right-of-Way Width

- (a) The right-of-way width for roads on the Collin County Thoroughfare Plan shall conform to Collin County design standards.
- (b) The right-of-way width of roads to be upgraded which are not on the Collin County Thoroughfare Plan shall be a minimum of (60) sixty feet.
- (c) When a road which is not on the Collin County Thoroughfare Plan is a candidate for upgrading, the requirements for right-of-way may be waived by Commissioners' Court provided the required pavement width and drainage are adequate within the existing right-of-way.
- (d) Right-of-way widths may be waived by Commissioners' Court upon review of engineering information which indicates a different width is appropriate.

Section VII Other Cost

The cost involved for surveying, to prepare Deeds or Easements, re-locate fences, utilities (if in a private easement beyond the existing prescriptive right-of-way), culverts or other existing improvements may be borne by the county if such cost does not exceed twenty-five percent (25%) of the total project cost. When property owners are required to incur total cost to upgrade a road, the above cost shall not be borne by the County.

Section VIII County Projects

All projects shall be brought to the attention of Commissioners' Court for consideration.

Section IX Extending the Length of a Road Project

A road project which has been approved by Commissioners' Court may be extended in length when approved by the Director of Public Works (County Road Superintendent), provided that all requirements outlined in this policy have been met.

Section X Signs

Regulatory and warning signs placed along county roads shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

Section XI Reimbursement by Property Owners

Upon Commissioners' Court approval of a road project which requires reimbursement from the adjacent property owners, the property owners involved must place the required amount of money in escrow in a Collin County bank and provide the required right-of-way prior to the commencement of the project.

Section XII Culverts

Drive culverts within county road right-of-ways shall be permitted and sized by the County. Only corrugated metal or high-density polyethylene culverts will be permitted. Culverts shall be a minimum of thirty (30) feet in length unless the driveway over the pipe is concrete. In which case, the culvert may be the width of the driveway. New drive culverts must be installed at the expense of the property owner. Existing culverts within county road right-of-ways will be replaced as needed by the County at county expense.

Section XIII Extenuating Circumstances

Any extenuating circumstances not covered under this policy shall be brought to the attention of Commissioners' Court for consideration

APPLICATION FOR ROAD UPGRADING

Requesters' Name: _____ Date: _____

Mailing Address: _____

Home Phone _____ Work Phone _____ Mobil/Pager _____

Type of upgrade requested: Dirt to Rock _____ Dirt to Asphalt _____ Rock to Asphalt _____ Private Road _____

County Road No./Name: _____ Subdivision Name: _____

Location/Extent of Road(s) to be upgraded: _____

FOR COUNTY USE

Is Road on Thoroughfare Plan? Yes _____ No _____ Right-of-Way Required: _____

Comments: _____

Utility Comments: _____

Culvert/Drainage Comments: _____

Fence Comments: _____

Initial Cost Estimate: Materials _____ Labor _____ Other _____ Total _____

Comments: _____

Prepared By: _____ Date: _____ Date Mailed: _____

GENERAL REQUIREMENTS FOR UPGRADING COUNTY ROADS

An application requesting a road upgrade must be submitted to the Public Works Department specifying the location and approximate length of road or section of road to be upgraded. If more than one person is involved, please designate a single contact.

An approximate cost estimate with right-of-way requirements will be prepared by the Public Works Department and sent to the requester.

To proceed with the upgrade, the Public Works Department must be notified in writing of the requester(s) willingness to pay for material costs and donate right-of-way, when applicable.

The request will be brought to the attention of Commissioners' Court for consideration.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided, if different than the original estimate.

Right-of-Way documents, when required, will be prepared by Collin County for signature. Money for material costs shall be placed in an escrow account by the requester(s). The project will be scheduled for construction after these items have been addressed.

UPGRADING / ACCEPTANCE OF PRIVATE ROADS IN RECORDED SUBDIVISIONS

Subdivision must be recorded and meet the requirements specified in Section V of the County Road policies.

All roads in the subdivision must be upgraded / accepted.

Minimum right-of-way width shall be sixty (60) feet as required by Section VI.B.(b) of the County Road Policies. When engineering information indicates that the existing right-of-way is not adequate, additional right-of-way will be required.

A request must be submitted to the Public Works Department specifying the name and location of the subdivision in question. Please designate a single contact person for the county regarding this project.

An approximate cost estimate will be prepared by the Public Works Department and sent to the requester.

To proceed, the Public Works Department must be notified in writing of the requester(s) willingness to pay for all costs involved with the upgrade.

The request will be brought to the attention of Commissioners' Court for approval.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided if different from the original estimate.

Money must be placed in an escrow account prior to the project being scheduled. If applicable, all fences, utilities or other improvements must be relocated prior to scheduling.

COSTS

Since material costs fluctuate, the written cost estimate we have provided you will be honored for the period indicated (typically 6 months).

The cost estimate for materials will be based on the type upgrade requested.

Dirt to Rock: A blend of (6" loose) crushed native white rock with (3" loose) flex base to improve traction and minimize dust.

Dirt to Asphalt: A blend of (4" compacted) crushed native whiterock with (6" compacted) flex base and two layers of asphalt surface treatment.

Rock to Asphalt: Two layers of asphalt surface treatment, any additional rock will be paid for by Collin County since it is an existing rock road.

Private Road in Recorded Subdivision: Since conditions vary, subdivisions will be evaluated on a case by case basis.

If you have any additional questions, please feel free to call the Public Works Department at Metro 424-1460 ext. 3700 or (972) 548-3700.

Mail or Fax Application To:

**Collin County Service Center
700A West Wilmeth Road
McKinney, Texas 75069
Fax Number (972) 548-3754**

**COUNTY ROAD
POLICY
(CITIES)**

COUNTY ROAD POLICY (CITIES)

Section I Maintenance/Improvements to Roads Within City Limits

- A. Each city in Collin County is responsible for maintaining the roads and bridges within their city limits.
- B. Commissioners' Court desires that a consistent policy be continued concerning road work performed by the county within the corporate limits of cities as Collin County has limited funds, personnel and equipment available for these projects.
- C. Commissioners' Court may consider making or participating in improvements to roads and bridges within the corporate limits of a city as follows:
 - (a) General maintenance items to include rocking, grading, asphalt level up, sealcoating, oiling for dust control, installation of culverts, cleaning of drainage ditches, mowing or brushcutting and emergency repairs to bridges.
 - (b). Major improvements such as the construction or reconstruction of roadways will only be considered if the road is on the Collin County Thoroughfare Plan.
- D. A city must be entered into an Interlocal Cooperation Agreement with Collin County prior to work being performed by Collin County for that city.
- E. All requests must be submitted to the Director of Public Works by April 1st of the year prior to the year improvements are desired to be made. Emergency requests will be evaluated by Commissioners' Court upon the merits presented by the requesting city.
- F. Authorization for work in cities can only be given by Commissioners' Court.

Section II Reimbursement for Work Performed by Collin County

- A. Costs for road and bridge repairs or improvements will be as follows:
 - (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever is greater, if the road is on the Collin County Thoroughfare Plan.
 - (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

**COUNTY ROAD
POLICY
(OILING/DUST)**

COUNTY ROAD POLICIES (OILING/DUST CONTROL)

Section I Oiling of County Roads

County funds shall be expended to spray county roads for dust control as follows:

- a) When a person has a chronic respiratory condition, substantiated by a physician, the county will oil up to 500 feet in front of their house. If the house is located at a road intersection, the roads will be oiled for up to 500 feet in both directions from the intersection. Priority will be given to elderly residents.
 - b) When the traffic count on a road reaches a minimum of 150 cars per day, oil will be applied on an interim basis until the road can be upgraded to asphalt. If the right-of-way required to upgrade a road is unobtainable, the road will no longer be oiled at county expense.
 - c) When county trucks are hauling materials to or from a project site damaging the road surface and creating a severe dust problem.
 - d) Other conditions as approved by action of the Commissioners Court.
- B. All other requests for oiling in unincorporated areas of the county would be at the requester's expense. Collin County shall be reimbursed for the cost of materials.

Collin County Department
of Public Works
700 A West Wilmeth Road
McKinney, Texas 75069
(972) 548-3700
FAX No. (972) 548-3754

Application for dust control oiling due to chronic respiratory condition

RESIDENT

Name: _____
Physical Address: _____

Mailing Address: _____

Phone: _____

PATIENT

Name: _____
Physical Address: _____

Mailing Address: _____

Phone: _____
Date of Birth: _____

County Road No.: _____ Application is good for this calendar year only
.....

- 1) Approximate distance residence is from county road, _____ feet
 - 2) Number of years lived at this residence, _____ years
 - 3) What side of road is residence located?
Circle one: North South East West
-

To be completed by physician.

_____ Allergy which interferes with breathing or is life threatening	
_____ Interstitial	_____ Pulmonary TB
_____ Pulmonary Fibrosis	_____ Lung Abscess
_____ Hypoxemia	_____ Asthma
_____ Sarcoidosis	_____ Bronchiolitis
_____ Asbestosis	_____ Dyspnea
_____ Emphysema	_____ Cystic Fibrosis

Other chronic/life threatening respiratory conditions: _____

How long has patient had this condition: _____ Last episode: _____

Other comments: _____

Physician Name (Please print) _____

Physician signature/specialty _____

Date: _____ Phone No.: _____

APPLICATION SHOULD BE MAILED OR FAXED FROM THE DOCTOR

**ASSESSMENT
POLICY FOR
SUBDIVISIONS**

ASSESSMENT POLICY FOR SUBDIVISION ROADS

Section I Assessment to Upgrade Roads in Subdivisions

- A. Collin County may upgrade county roads as outlined in Senate Bill 314, Article 6702-3, on a first come basis or as specified by Commissioners' Court provided the initial funds are available or made available to the county. Only roads in recorded subdivisions will be considered for upgrade by assessment.
- B. Commissioners' Court may consider upgrading a road or roads by assessment within subdivisions in un-incorporated areas of Collin County upon receipt of a written request from the Property Owner's Association or individual landowners agreeing to adhere to the following terms prior to construction:
- (a) Donation of additional right-of-way, drainage or utility easements, when required.
 - (b) If a road lies within an unrecorded subdivision, the addition must be approved by Commissioners' Court and a plat filed for record at the County Clerk's Office.
 - (c) Payment for all utility relocations. These costs will not be included in the assessment.
 - (d) Payment for all surveying platting, replatting and legal fees (to include title fees, assignment of liens, etc.). These costs will not be included in the assessment.
 - (e) Payment for all project cost to include materials, equipment and labor. This includes all cost whether by in-house forces or contract.
 - (f) Placement of 10% of the construction cost in an escrow account in a Collin County Bank.
 - (g) Placement of 50% of the utility relocation cost in an escrow account in a Collin County Bank.

Section II Assessment Procedures

- A. After the conditions in Section I have been met, the following procedures are required before the assessment can take place:
- (a) Commissioners' Court must give notice of the proposed improvement and assessment and must hold a public hearing. The notice must be published at least twice in a newspaper of general circulation in the county and shall state that a public hearing will be held to consider whether or not the improvement and assessment will be ordered.

Section II Continued

- (b) Within 10 days of the public hearing, Commissioners' Court shall send by certified mail, a ballot to each owner of real property showing the maximum amount of assessment for each property in the subdivision should a majority of the record owners of real property in the subdivision vote in favor of the proposition.
- (c) If the vote passes, Commissioners' Court may provide the time, terms and conditions of payment and default to the assessment, except that no interest on the payment of the assessment shall be allowed.
- (d) If the vote fails, Commissioners' Court may not order the improvement and assessment, and may not propose the order again until four years after the date the County Clerk declares the results of the vote to Commissioners' Court.
- (e) An assessment shall be secured by a lien against the real property of the assessed property owner.

Section III Appeals

An assessment may be appealed by filing a petition in the district court having jurisdiction in the county not later than the 15th day after the date that a property owner receives an assessment.

Section IV Liens

An assessment shall be secured by a lien against the real property of the assessed property owner. Liens on all property shall remain in place until such time that the entire assessed amount has been paid to Collin County. Property owners are separately, not jointly, liable for their assessed amounts.

Section V Acceptance

When all of the requirements set out in Section I and II of this policy have been met and if funds are available from Collin County the project will be accepted. If it will require an excessive amount of time to relocate the utilities and begin the actual upgrading of the road/roads the Commissioners' Court may direct that a minimum amount of maintenance be performed to assure the health and safety of the property owners.

Section VI Status of Roadway after Acceptance

A road improved under this article is a county road, and the county shall maintain the road in accordance with county road standards.

Section VII Reimbursement of Funds

- A. Prior to the actual road upgrading and upon completion of the utility relocation the balance of the utility relocation cost shall be paid to Collin County or the respective utility company. (This includes the 50% escrowed monies plus the remaining 50% balance of the relocation cost)**
- B. Upon completion of the upgrading, the 10% escrowed monies shall be reimbursed to Collin County.**
- C. The 90% balance of the project cost including construction and other related cost as noted in Section I of this policy shall be the total assessed amount and shall be collected by the county over an amortized period, not to exceed sixty months.**



City of Lucas Council Agenda Request April 19, 2017

Item No. 06

Requester: City Manager Joni Clarke

Agenda Item:

Provide direction to staff regarding the email from Scenic Texas about the new TxDOT rule allowing 85' billboards.

Background Information:

The Texas Transportation Commission recently voted unanimously to allow the height of existing billboards along Texas' federally-funded roadways to increase from 42.5 feet to 85 feet. The Commissioners delayed the effective date of this ruling to September 3, 2019 to allow the Texas Legislature time to weigh in on the issue.

This new ruling does not change current TxDOT regulations for permitting new billboards, and it does not affect any municipality that already has its own sign code and regulations to govern billboards. Currently TxDOT can issue permits for new billboards along the federal roadways, outside city limits, but only where there already exists at least two commercial activities. TxDOT can also issue permits within cities that have their own regulations. The new height rule, as it is written, would allow any billboard in existence as of March 1, 2017 to be raised as high as 85 feet.

Scenic Texas is asking individuals to complete an online form speaking out against the ruling. There is no deadline to complete the form, however, getting the word out early allows our Representatives/Senators time to construct a plan for taking action based on feedback.

Attachments/Supporting Documentation:

1. Email
2. PowerPoint presentation

Budget/Financial Impact:

NA

Recommendation:

Provide direction to staff regarding response to the Scenic City email request.

Motion:

NA

Cathey Bonczar

From: Scenic Texas <scenic@scenictexas.org>
Sent: Tuesday, February 27, 2018 7:03 AM
To: Cathey Bonczar
Subject: SCENIC ALERT: Tell your State Legislators you oppose 85' billboards

The banner features the Scenic Texas logo on the left, with 'Scenic' in a green script font and 'Texas' in a blue serif font. To the right of the logo is a vertical line, followed by the words 'ACTION ALERT' in a large, bold, red sans-serif font. The background of the banner is a light blue gradient.

Scenic Texas | ACTION ALERT

New TxDOT Rule Will Allow 85' Billboards

Dear Scenic Texas Friends:

Last Thursday, the Texas Transportation Commission voted unanimously to double the height of the approximately 20,000 existing billboards along Texas' federally-funded roadways--that's an increase from 42.5 feet to 85 feet, effective as of September 9, 2019. Obviously Scenic Texas is disappointed by this action, but the delayed effective date is a glimmer of good news. The Commissioners said they wanted to give the Texas Legislature time to weigh in on the issue.

That means our focus now shifts to the Legislature and [persuading Texas State House and Senate members to support maintaining the existing billboard height of 42.5'](#). It is apparent that your voice did matter--you and thousands of other Texans created a public outcry in support of more scenic and safer roads. The delayed effective date was because [your voice was heard](#).

Most members of the Legislature do not have billboards on their watch lists, so please help Scenic Texas focus their attention on this issue. **TAKE ACTION:** Use the form [here](#) to tell your Senator and Representative how you feel about billboards along our highways, but specifically ask them to keep the billboard height where it is now --- at 42.5'. We encourage you to personalize the letter to make it even more effective. We can all be assured the well-funded billboard lobby will be applying pressure from the other side to go to 85 feet or even higher. Bigger is not always better in Texas!

Thank you for speaking up for the safety and beauty of Texas with letters to your legislators. Please share this Action Alert widely.

Margaret Lloyd

Margaret Lloyd
President and Board Chair
Scenic Texas

**Thank you for
TAKING ACTION!**

PLEASE CIRCULATE TO ALL WHO CARE ABOUT TEXAS HIGHWAY BEAUTY!



DONATE



JOIN OUR LIST

Scenic Texas, 5615 Kirby Drive, Suite 645, Houston, TX 77005

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[Forward email](#) | [Update Profile](#) | [About our service provider](#)

Sent by scenic@scenictexas.org in collaboration with

Constant Contact 

Try it free today



New TxDOT rule will allow 85' billboards

- The Texas Transportation Commission has already voted to allow the existing billboards along Texas' federally funded roadways to be heightened from **42.5 feet to 85 feet**.
- The Commissioners delayed the **effective date until September 3, 2019** to allow the Texas Legislature time to weigh in on the issue.

TAKE ACTION – by completing the online form

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Update: New TxDOT rule will allow 85' billboards

The Texas Transportation Commission voted to double the height of the approximately 20,000 existing billboards along Texas' federally-funded roadways -- **an increase from 42.5 feet to 85 feet!**

There is one glimmer of good news—the Commissioners delayed the effective date until September 3, 2019. The Commissioners want to give the Texas Legislature time to weigh in on the issue. Our state House and Senate members **need to hear from you** that you want them to take action to maintain the existing billboard height of 42.5'.

TAKE ACTION: Use the form below to tell your Senator and Representative how you feel about billboards along our highways, but specifically ask them to keep the billboard height where it is now --- at 42.5'. **Please begin by entering your address so we can match you with your State Representative and Senator.**



Take action to prevent 85 foot high billboards in Texas!

In order to address your message to the appropriate recipient, we need to identify where you are.

Street Number and Name:*

5 Digit Zip Code:*

Enter your street address and zip code and hit Submit

DONATE

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Update: New TxDOT rule will allow 85' billboards

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TAKE ACTION: Use the form below to tell your Senator and Representative how you feel about billboards along our highways, but specifically ask them to keep the billboard height where it is now --- at 42.5'. **Please begin by entering your address so we can match you with your State Representative and Senator.**



Take action to prevent 85 foot high billboards in Texas!

- Matches your street address with your State Representative and Senator
- Form letter speaks in opposition to the ruling
- Submit the form letter as is, or edit it with a personal message

Subject:

Your Letter:

I just heard some shocking news -- last Thursday, the Texas Transportation Commission adopted a rule to allow approximately 20,000 billboards standing along Texas' federal highways to DOUBLE in height, from 42.5' to 85', on September 3, 2019. They said that the delayed effective date will give the Legislature time to weigh in.

I am writing today to ask that you put this on your radar screen and next session to author, co-author, or support any bill that maintains the height of billboards at a maximum of 42.5 feet (the standard that TxDOT has had in place since 1986).

In this case, everything bigger is not better in Texas!
Please keep our scenic areas beautiful, support the rural



Rep. Jodie Anne
Laubenberg

District: Texas Representative

Phone: (512) 463-0186

Fax: (512) 463-5896



I just heard some shocking news -- last Thursday, the Texas Transportation Commission adopted a rule to allow approximately 20,000 billboards standing along Texas' federal highways to DOUBLE in height, from 42.5' to 85', on September 3, 2019. They said that the delayed effective date will give the Legislature time to weigh in.

I am writing today to ask that you put this on your radar screen and next session to **author, co-author, or support any bill that maintains the height of billboards at a maximum of 42.5 feet** (the standard that TxDOT has had in place since 1986).

In this case, everything bigger is not better in Texas! Please keep our scenic areas beautiful, support the rural eco-tourism that thrives off the beauty of our State, and oppose any rule that compromises highway safety (experts confirm that taller signs will take longer to view and read).

Please tell the billboard industry that we can read their advertisements just fine at four stories tall. As Senate Transportation Committee Chairman Robert Nichols told the Texas Transportation Commissioners last week, "I do not think McDonald's or Burger King will sell more hamburgers with taller signs . . . I do think it [Texas] will be much uglier."

Thank you for hearing my concerns and considering my request. I look forward to hearing how you will act on this matter.

Sincerely,

Scenic America

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[Issues](#)

[Billboards & Sign Control](#)

[Resources](#)

Thank you for taking action! Your letter has been delivered to your state Senator and Representative.

Please take a moment to spread the word about this issue by emailing or posting this link into your social media feeds: www.scenic.org/texas



City of Lucas Council Agenda Request April 19, 2018

Requester: Mayor Jim Olk

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