



AGENDA

**City of Lucas
City Council Meeting
February 7, 2019
7:00 PM
City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, February 7, 2019 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 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. Items of Community Interest. (**Mayor Olk**)
 - A. Presentation of Proclamation celebrating the City of Lucas' 60th Anniversary.
 - B. Discuss pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

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 January 17, 2019 City Council meeting. (City Secretary Stacy Henderson)
- B. Consider adopting Ordinance 2019-02-00888 ordering a General Election to be held on May 4, 2019, for the purpose of electing two (2) City Councilmembers for Seat No. 5 and Seat No. 6; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date. (City Secretary Stacy Henderson)
- C. Consider adopting Ordinance 2019-02-00889 ordering a Special Election to be held on May 4, 2019, for the purpose of whether the City of Lucas Fire Control, Prevention and Emergency Medical Services District should be continued for 10 years, and the Fire Control, Prevention and Emergency Medical Services District sales tax should be continued for 10 years; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date. (City Secretary Stacy Henderson)

Regular Agenda

- 4. Consider the request by Anita Ahmadi of 2540 W McGarity Lane to install a gate on Allison Lane. (Development Services Director Joe Hilbourn)
- 5. Discuss and authorize the City Manager to negotiate and proceed with agreements in an amount not to exceed \$166,000 plus \$34,000 in contingency for a total of \$200,000 with the 1) Texas Department of Transportation and 2) Birkhoff, Hendricks & Carter, LLP for the construction of a median opening on Parker Road to provide for an eastbound left turn to northbound Cimarron Trail and to fund the agreements using the General Fund Reserve Account. (City Engineer Stanton Foerster)
- 6. Consider approval of the Amended Restated Development Agreement between the City of Lucas and Brockdale Community, LLC to fund future road improvements to Brockdale Park Road. (Development Services Director Joe Hilbourn)
- 7. Consider and provide direction to the City Manager regarding future water reconstruction projects as identified in the City's Capital Improvement Plan and by the City Engineer and evaluate possible funding strategies. (City Engineer Stanton Foerster)
- 8. Consider and provide direction to the City Manager to request proposals for drainage studies/projects as identified by the City Engineer and evaluate possible funding strategies for the following areas: Lemontree Country Estates, Kingswood Estates, Meadows, and the headwaters of Muddy Creek. (City Engineer Stanton Foerster)
- 9. Consider nominations for the 2019 Service Tree Award Program. (Councilmember Fisher, Councilmember Duke)

10. Review Articles I and II of the City Charter and provide direction to the City Attorney regarding any proposed amendments to be considered as part of a Charter update. **(City Attorney Joe Gorfida)**
11. Consider appointing a Grand Marshal for the 2019 Founders Day Parade. **(Mayor Olk)**
12. Consider approving Resolution R 2019-02-00479 accepting the voluntary annexation petition submitted by Cary L. and Sharon C. Cobb for a tract of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.696 acres of land, otherwise known as 2020 East Lucas Road. **(Building Inspector Scott DeJong)**
13. Discuss future transportation projects, the 2018 Collin County Bond Program and Park and Open Space funding with Collin County Commissioner Darrell Hale. **(Mayor Jim Olk, City Manager Joni Clarke)**

Executive Session Agenda

Pursuant to 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. This meeting is closed to the public as provided in the Texas Government Code.

14. An Executive Session is not scheduled for this meeting.
15. 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 February 1, 2019.

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 February 7, 2019

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request February 7, 2019

Requester: Mayor Jim Olk

Agenda Item Request

2. Items of Community Interest.
 - A. Presentation of Proclamation celebrating the City of Lucas' 60th Anniversary.
 - B. Discuss pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



Proclamation

City of Lucas

60th Anniversary

WHEREAS, February 19, 2019 marks the 60th Anniversary of the City of Lucas; and

WHEREAS, in 1888, the first post office and general store was established by City namesake Gabriel Lucas, who was also named the first Postmaster, and from that time forward, the surrounding area was called Lucas; and

WHEREAS, Lucas was home to several farming communities in the area, each having their own identity with stores, churches and community leaders. Those communities included Winningkoff, Forest Grove, Orchard Gap, and Stinson. All of which, have streets named after each community recognizable today in the City of Lucas.

WHEREAS, the residents in the area wanted to incorporate their town, and O.E. Spurgin was listed as the official taking the petition with 31 signatures and a detailed survey of the area to the local judge to call for an election; and

WHEREAS, on February 19, 1959 the Town of Lucas was incorporated and recognized by Collin County and the State of Texas with 49 votes in favor and 25 votes against corporation; and

WHEREAS, in 1967 as Lucas was continuing to grow, the need for a water system was evident as residents were still providing for their own water. A loan was taken out by the town with each resident paying for water to come directly to their home, and a water system was developed from the newly completed Lake Lavon dam. Eventually in 1979 the Public Utility Commission of the State of Texas granted the Town of Lucas a Certificate of Convenience and Necessity to be the water provider for the area.

WHEREAS, in June of 1973 Lucas Fire-Rescue was established by a group of 18 volunteers. This group of volunteers borrowed \$1,200 and purchased a 1949 pumper engine affectionally called "Old Streaker" that was used to respond to fire calls. Today, the Fire-Rescue Department responds to all emergency calls related to fire and emergency medical services with 15 career firefighter personnel and approximately 18 volunteers making up the department.

WHEREAS, the City of Lucas has grown over the last 60 years into a unique community of almost 8,000 residents, but still maintains its quality of life focused on family, a quiet country atmosphere, surrounded by beautiful trees, open space and equestrian trails.

NOW THEREFORE, I, Jim Olk, Mayor of the City of Lucas, Texas, do hereby proclaim Tuesday, February 19, 2019 as the **CITY OF LUCAS 60TH ANNIVERSARY** and urge all citizens to join in celebrating this special event.

PROCLAIMED this day 7th day of February, 2019.

Jim Olk, Mayor

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request February 7, 2019

Item No. 3

Requester: City Secretary Stacy Henderson

Agenda Item Request

3. Consent Agenda:
 - A. Approval of the minutes of the January 17, 2019 City Council meeting.
 - B. Consider adopting Ordinance 2019-02-00888 ordering a General Election to be held on May 4, 2019, for the purpose of electing two (2) City Councilmembers for Seat No. 5 and Seat No. 6; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date.
 - C. Consider adopting Ordinance 2019-02-00889 ordering a Special Election to be held on May 4, 2019, for the purpose of whether the City of Lucas Fire Control, Prevention and Emergency Medical Services District should be continued for 10 years, and the Fire Control, Prevention and Emergency Medical Services District sales tax should be continued for 10 years; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date.

Background Information

NA

Attachments/Supporting Documentation

1. Minutes of the January 17, 2019 City Council meeting.
2. Ordinance 2019-02-00888 Ordering General Election
3. Ordinance 2019-02-00889 Order Special Election

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
January 17, 2019
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 Wayne Millsap
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Philip Lawrence
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Attorney Joe Gorfida
City Secretary Stacy Henderson
City Engineer Stanton Foerster
Development Services Director Joe Hilbourn
Finance Director Liz Exum
Assistant Fire Chief Lance Gant

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.

- A. Discuss pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

Councilmember Fisher noted that legislative session meeting schedule was posted online to view topics of discussion and proposed bills, and senate hearing meetings would begin the following week.

Mayor Olk stated that noted that the City would be hosting Art in Public Places on January 31, 2019 featuring art from area students that would be on display at City Hall. Mayor Olk also noted that candidate filing for the May 4, 2019 election was taking place January 16 through February 15 with applications available from the City Secretary. Mayor Olk also noted that the City would be having an open house on February 19, 2019 celebrating the City's 60th anniversary from 5-7 pm.

City Manager Joni Clarke explained that the City was accepting items for the time capsule that will be part of the 60th anniversary celebration.

Mayor Olk noted that April 6, 2019 the City would be hosting its Texas Trash Off cleanup event, and Founders Day was scheduled for May 11, 2019.

Consent Agenda

3. Consent Agenda.

A. Approval of the minutes of the January 3, 2019 City Council meeting.

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

Regular Agenda

4. Discuss the request by Anita Ahmadi of 2540 W McGarity Lane to install a gate on Allison Lane.

Mayor Olk explained that the applicant, Ms. Ahmadi had requested this item be continued as she was unable to attend the meeting. The City Council was in agreement to table this request to the February 7, 2019 City Council meeting, or a meeting that was in agreement with the applicant.

5. Consider authorizing the City Manager to enter into an agreement with Lakes Engineering for project management services for roadway and waterworks projects in the amount not to exceed \$699,450.

City Engineer Stanton Foerster explained that the proposal included construction engineering, inspection and project management services for the following roadway and water projects:

- Stinson Road paving and drainage improvements
- Blondy Jhune reconstruction
- Winningkoff Road – Phase II paving and drainage improvements
- Water system improvements to include single pressure plane facilities and the north pump station

Mayor Pro Tem Peele asked for clarification if the proposal included funds for required testing of materials, and if a project manager would be on site every day.

Mr. Foerster stated that the cost of testing was included in the overall price of the contract, but that testing would be completed by a third party, and Lakes Engineering would oversee the results and implementation. Mr. Foerster also explained that an engineer from Lakes Engineering would be on site every day overseeing the project and conducting inspections.

Councilmember Lawrence stated that having a project manager on site would benefit the City and help to mitigate risk associated with the project.

Mayor Olk suggested that the contract proposal should be divided based on each construction project, thereby having a better accountability on funds being spent for each project. Mayor Olk also asked how funds would be disbursed if the contract was terminated.

City Attorney Joe Gorfida stated that the contract would contain a termination clause with a 30 day notice that would require the City to pay only for the work performed to date provided it was satisfactory.

Mayor Olk asked that the contract be broken out by project and task order by project, not as a lump sum agreement so the City does not lose any funds on a particular project. Mayor Olk also wanted to ensure that an experienced engineer was on site overseeing the projects.

Mr. Foerster explained the benefits of having Lakes Engineering as the project manager noting that they were a large firm that had other specialized engineers on staff that could provide additional expertise when needed depending on the situation.

Councilmember Fisher asked when the project manager would begin.

City Manager Joni Clarke stated that Lakes Engineering would begin upon the City issuing a Notice to Proceed on a project.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to authorize the City Manager to negotiate and enter into an agreement with Lakes Engineering for project management services for the following four projects including Stinson Road paving and drainage improvements; Blondy Jhune reconstruction; Winningkoff Road, Phase II paving and drainage improvements; and Water system improvements including single pressure plane facilities and the north pump station, in an amount not to exceed \$699,450. The motion passed unanimously by a 7 to 0 vote.

6. Consider implementing the findings from the City's 2019 compensation market study.

City Manager Joni Clarke stated that the goal of the market study was to recruit quality employees and maintain a quality workforce. Ms. Clarke stated that the methodology included calculating the market level with the benchmark cities and comparing actual compensation levels by position. To be recommended for a market adjustment, the compensation of a specific position would have to be greater than 10 percent below market. The benchmark cities used included Celina, Fairview, Fate, Melissa, Parker, Prosper, Sunnyside and Trophy Club. However, Sunnyside and Parker were not used because they had no pay scales available.

Ms. Clarke stated that the positions recommended for a market adjustment include:

- Development Services Director
- Finance Director
- Fire Chief
- EMS Officer

- Fire Captain
- Firefighter/Paramedic

Ms. Clarke explained that the annualized cost for all positions totaled \$80,740 from the general fund and \$4,608 from the water fund. Ms. Clarke stated that she would like to bring a future agenda item forward discussing the benchmark cities to be used and feedback on methodology.

Mayor Pro Tem Peele expressed the importance of conducting fair market salary studies and the need to recruit and retain quality employees; however, she did not want to use reoccurring funds from reserves to pay for the compensation market study.

Ms. Clarke clarified and noted that any funds approved would be utilized from excess revenue over expenses.

Ms. Clarke discussed with the Council the competitive market that existed for recruitment of Fire-Rescue personnel. The City currently had received only three applications for the firefighter/paramedic position available.

Councilmember Lawrence stated that the City needs to remain competitive and should look at reviewing salaries every few years.

Councilmember Fisher noted that she did not want the fire-rescue program to decline due to inadequate pay levels.

Mayor Olk stated that he would like the Council to establish a methodology of comparative cities and create benchmarks as to where positions should fall within the market, and asked that these items be brought back before the Council for further consideration.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele, to approve the 2019 market compensation study that would require a budget adjustment. The motion passed unanimously by a 7 to 0 vote.

7. Consider a City of Lucas Communication Policy.

City Manager Joni Clarke stated that a communication policy was prepared to clarify the City's communication efforts with timely and consistent responses.

Councilmember Fisher asked if the policy directed referring emails to City staff regarding status of projects that Councilmembers may receive.

Ms. Clarke stated that when the entire City Council gets an email from a citizen, currently the policy outlines that the Mayor will respond, and Ms. Clarke requested to be copied on those email responses as well.

Councilmember Millsap suggested changing the following sentence under "Email and Text Messages". The sentence reads "If an individual City Council member receives a request for information, he or she should respond and copy the rest of the City Council and the City Manager." Councilmember Millsap suggested that the sentence be changed to respond to the Mayor and City Manager only.

Mayor Olk stated that in that same section, it should also state that the City Council be allowed to request the City Manager respond to emails. As written currently, the policy does not allow for that to occur.

Mayor Olk also requested that in the section “Telephone Calls and Voice Messages” 24 hours be changed to one business day, and in the section titled “Written Correspondence” an amendment be made that states any correspondence sent, a copy be maintained in the City Secretary’s office.

Councilmember Fisher suggested adding to the policy for emergency calls, to call the main number.

City Attorney Joe Gorfida asked if a resolution was needed at the next meeting to pass the policy.

Mayor Pro Tem Peele suggested making the document a guideline, no resolution was necessary.

Councilmember Millsap stated that if the policy was changed to be referenced as guidelines then it no longer served its purpose of establishing criteria to be adhered to.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Lawrence to approve the Communication Guidelines with the amendments as discussed. The motion passed by a 6 to 1 vote with Councilmember Millsap voting in opposition.

Executive Session Agenda

8. Executive Session.

An Executive Session was not held at this meeting.

9. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Olk to adjourn the meeting at 8:15 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Stacy Henderson, City Secretary



ORDINANCE 2019-02-00888
[Ordering the May 4, 2019 General Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2019, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 5 AND SEAT NO. 6; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUCAS COLLIN COUNTY, TEXAS, THAT:

Section 1. A General Election is hereby ordered for May 4, 2019, for the purpose of electing two (2) Lucas City Councilmembers for Seat No. 5 and Seat No. 6, each such term being for a period of three (3) years. The filing period for the General Election shall begin on January 16, 2019, and ends on February 15, 2019, at 5:00 p.m. in accordance with State Law.

Section 2. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 4, 2019. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Section 3. Notice of the General Election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

Section 4. The entire City shall constitute one election precinct for this election and the Lucas Community Center located at 665 Country Club Road, Lucas, Texas is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

Early voting by personal appearance shall also be conducted at the Lucas Community Center located at 665 Country Club Road, Lucas, Texas. City of Lucas voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration. If the election services contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 23, 2019.

Early voting for the General Election shall begin on Monday, April 22, 2019, and end Tuesday, April 30, 2019, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, April 22, 2019 Through Wednesday, April 24, 2019	8:00 A.M. to 5:00 P.M.
Thursday, April 25, 2019	8:00 A.M. to 7:00 P.M.
Friday, April 26, 2019 and Saturday, April 27, 2019	8:00 A.M. to 5:00 P.M.
Monday, April 29, 2019 and Tuesday, April 30, 2019	7:00 A.M. to 7:00 P.M.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

Section 5. The City Secretary shall present the General Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Councilmember Seat No. 5 and Councilmember for Seat No. 6 that receives a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be ordered by the City Council in accordance with the Lucas City Charter and State law.

Section 6. This Ordinance shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Lucas this 7th day of February, 2019.

Jim Olk, Mayor

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.



ORDINANCE 2019-02-00889

[Ordering the May 4, 2019 Special Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 4, 2019, FOR THE PURPOSE OF WHETHER THE CITY OF LUCAS FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT SHOULD BE CONTINUED FOR 10 YEARS, AND THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT SALES TAX SHOULD BE CONTINUED FOR 10 YEARS; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUCAS COLLIN COUNTY, TEXAS, THAT:

Section 1. A Special Election is hereby ordered for May 4 2019, for the purpose of whether the City of Lucas Fire Control, Prevention and Emergency Medical Services District (the “District”) should be continued for 10 years, and the Fire Control, Prevention and Emergency Medical Services District sales tax should be continued for 10 years.

The Proposition ballot language shall read:

“Whether the City of Lucas Fire Control, Prevention and Emergency Medical Services District should be continued for 10 years, and the Fire Control, Prevention and Emergency Medical Services District sales tax should be continued for 10 years.

_____ For _____ Against

Section 2. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 4, 2019. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Section 3. Notice of the Special Election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

Section 4. The entire City shall constitute one election precinct for this election and the Lucas Community Center located at 665 Country Club Road, Lucas, Texas is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

Early voting by personal appearance shall also be conducted at the Lucas Community Center located at 665 Country Club Road, Lucas, Texas. City of Lucas voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration. If the election services contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 23, 2019.

Early voting for the Special Election shall begin on Monday, April 22, 2019, and end Tuesday, April 30, 2019, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
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Monday, April 29, 2019 and Tuesday, April 30, 2019	7:00 A.M. to 7:00 P.M.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

Section 5. The City Secretary shall present the Special Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code.

Section 6. This Ordinance shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Lucas this 7th day of February, 2019.

Jim Olk, Mayor

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.



City of Lucas

City Council Agenda Request

February 7, 2019

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the request by Anita Ahmadi of 2540 W McGarity Lane to install a gate on Allison Lane.

Background Information

Mrs. Ahmadi has expressed concern that other people are using her driveway to access the commercial tracts along Angel Parkway. Mrs. Ahmadi has access rights to a nonexclusive easement that has also been dedicated for public use as right of way for a future roadway.

Attachments/Supporting Documentation

1. Location Map

Budget/Financial Impact

NA

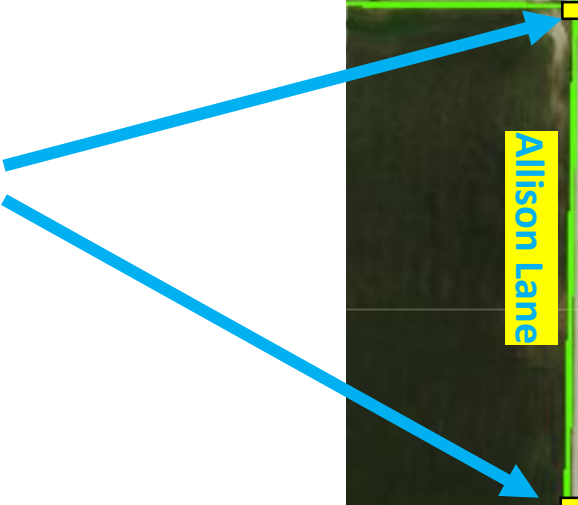
Recommendation

NA

Motion

I herby make a motion to approve/deny the installation of a gate on Allison Lane.

Possible Gate Locations





City of Lucas Council Agenda Request February 7, 2019

Requester: City Engineer Stanton Foerster

Agenda Item Request

Discuss and authorize the City Manager to negotiate and proceed with agreements in an amount not to exceed \$166,000 plus \$34,000 in contingency for a total of \$200,000 with the 1) Texas Department of Transportation and 2) Birkhoff, Hendricks & Carter, LLP for the construction of a median opening on Parker Road to provide for an eastbound left turn to northbound Cimarron Trail and to fund the agreements using the General Fund Reserve Account.

Background Information

Consideration of a median opening and left turn lane along eastbound Parker Road to northbound Cimarron Trail was considered by the City Council in September of 2016. The City Council decided at that time to not fund this project.

Residents from Kirkland Estates requested an item be placed on the City Council agenda in September of 2018 to discuss the need for a left turn lane on Parker Road into Kirkland Estates. At that time, the City Engineer was directed to reach out to TxDOT to obtain pricing related to the cost associated with a left turn lane on Parker Road.

Attachments/Supporting Documentation

1. Birkhoff, Hendricks & Carter, LLP design proposal (\$46,306)
2. TxDOT Area Engineer Brenan Honey, PE email dated 01/29/19 (\$17,000)
3. Sinacola Construction Estimate (\$102,315.06)

Budget/Financial Impact

At a minimum, this is a \$165,621.06 unbudgeted FY 18-19 expense from the General Fund Reserve Account will be required to fund this project.

Recommendation

Based on general engineering practices and an evaluation by TxDOT, City Engineer Stanton Foerster recommends maintaining the September 2016 City Council decision to not fund this project.



City of Lucas Council Agenda Request February 7, 2019

Motion

I make a motion to authorize/not authorize the City Manger to negotiate and proceed with agreements in an amount not to exceed \$166,000 plus \$34,000 in contingency for a total of \$200,000 with the 1) Texas Department of Transportation and 2) Birkhoff, Hendricks & Carter, LLP for the construction of a median opening on Parker Road to provide for an eastbound left turn to northbound Cimarron Trail and to fund the agreements using the General Fund Reserve Account.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

January 29, 2019

Mr. Stanton Foerster, P.E.
Public Works Director
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Re: Cimarron Trail Left Turn Lane
Professional Engineering Services Agreement

Dear Mr. Foerster:

As you requested, please find enclosed two (2) signed originals of our professional engineering services agreement for work associated with the City of Lucas's Cimarron Trail Left Turn Lane project. Generally, the project consists of the addition of a left turn lane at Cimarron Trail including modifications to TxDOT plans for FM 2514 (Parker Road).

Thank you for the opportunity to submit this proposal. If this agreement meets with your approval, please sign and return one fully executed original to our office. We look forward to working with you and the City of Lucas on this important project and are available to discuss this proposal further at your convenience.

Sincerely,



Joseph T. Grajewski, P.E.

Enclosures

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for Professional Services (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Birkhoff, Hendricks & Carter, L.L.P., a Professional Engineering Firm (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires in connection with the Cimarron Trail Left Turn Lane (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in Exhibit “A”, Scope of Services.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in Exhibit “D”, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit "A".

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "B".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "C" (the "Compensation Schedule"). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the design, and the submittal of "AS BUILT" drawings", or record drawings as applicable.

4.2 Unless otherwise provided in Exhibit “C” the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in Exhibits “A” or “C”. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has

consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002
Telephone: (972) 727-8999

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Telephone: (214) 965-9900

If intended for Professional:

Attn: Joseph T. Grajewski, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Ste. #600
Dallas, Texas 75243
Telephone: 214-361-7900

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn under penalty of perjury under the laws of the United States, certifies that neither this company, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform City of Lucas
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform City of Lucas of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this contract.

6.12 Indemnification. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT**

OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Exhibit "A" – Scope of Services

Exhibit "B" – Project Schedule

Exhibit "C" – Compensation Schedule

Exhibit "D" – Information to be provided to professional

Exhibit "E" – Project Location Map

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

City of Lucas, Texas


By: _____
Joni Clarke
City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-20-15/69878)

EXECUTED this 29th day of January, 2019.

(Professional)

By:  _____
Name: Joseph T. Grajewski, P.E.
Title: Partner

**Exhibit “A”
Scope of Services**

CIMARRON TRAIL LEFT TURN LANE

General Project Scope:

Design of a left turn lane for Cimarron Trail from the eastbound lanes of FM 2514 (Parker Road). The median opening for Lewis Lane to the west leaves approximately 300 linear feet for the transition and storage portions of the proposed left turn lane for Cimarron Trail. Please note: This will not comply with TxDOT design standards for this roadway classification and may not be approved for construction by TxDOT.

The left turn lane design will include horizontal geometrics only and the profile will not be changed from the original TxDOT construction plans. The roadway section will conform to the proposed section included with the Parker Road project. A revised pavement marking sheet shall be created for the left turn lane.

Street lighting plans, irrigation plans and landscaping plans shall be revised if found to be in conflict with the proposed left turn lane and associated median opening.

Phase 1 Services:

- A. Horizontal pavement layout for left turn lane and median opening at Cimarron Trail on Parker Road
- B. Pavement striping and marking plans for left turn lane
- C. Coordination with TxDOT

Phase 2 Services:

- A. Street Lighting Plan revisions
- B. Irrigation Plan revisions
- C. Landscaping Plan revisions
- D. Prepare quantity estimates from existing pay items
- E. Plotting & Reproduction

Exclusions:

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Field Surveys
- B. Preparation of Technical Specifications, Bidding and Contract Documents
- C. Bidding Phase Services
- D. Construction Phase Services
- E. Fiduciary Responsibility to the City
- F. Consulting services by others not included in proposal
- G. Geotechnical Design
- H. Traffic Control or Construction Phasing
- I. Design or Revisions to Roadway Profile Grade
- J. Traffic engineering report or study

Exhibit "B"
Project Schedule

CIMARRON TRAIL LEFT TURN LANE

Horizontal Left Turn Lane Preliminary Plans	4 Weeks after Notice to Proceed
Street Lighting, Irrigation & Landscaping Plans	12 Weeks after Notice to Proceed
Submit Plans to TxDOT	12 Weeks after Notice to Proceed
Submit Final Plans	2 Weeks after TxDOT Review

**Exhibit “C”
Compensation Schedule**

CIMARRON TRAIL LEFT TURN LANE

Payment for the Scope of Services described under Exhibit “A” shall be compensated on an hourly basis following the 2019 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. On this basis, a maximum fee of **\$46,306** for time, expenses and mileage shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis based on the actual hourly expenditures.

Phase 1 services will be completed and reviewed with TxDOT prior to moving into Phase 2 services. If the conceptual design is not approved by TxDOT, Phase 2 services will not be completed.

2019 FEE SCHEDULE

<u>Staff:</u>	<u>Hourly Rate</u>
▪ Project Manager	\$247.00
▪ Design Engineer	\$175.00
▪ Electrical	\$186.50
▪ Engineer-in-Training	\$130.00
▪ AutoCAD III (Sr. Designer)	\$169.00
▪ AutoCAD II	\$135.00
▪ AutoCAD I	\$90.00
▪ Word Processor II (Sr. Processor)	\$130.00
▪ Word Processor I	\$85.00
▪ Survey Crew *	\$170.00
▪ Registered Professional Land Surveyor II	\$254.00
▪ Registered Professional Land Surveyor I	\$167.50
Copies and Expenses	Invoice Cost x 1.15
Mileage	IRS Rate
Modeling Software	\$125.00 /week
▪ (Water, Sewer, AutoTURN)	\$350.00 /month

* Plus Auto Mileage

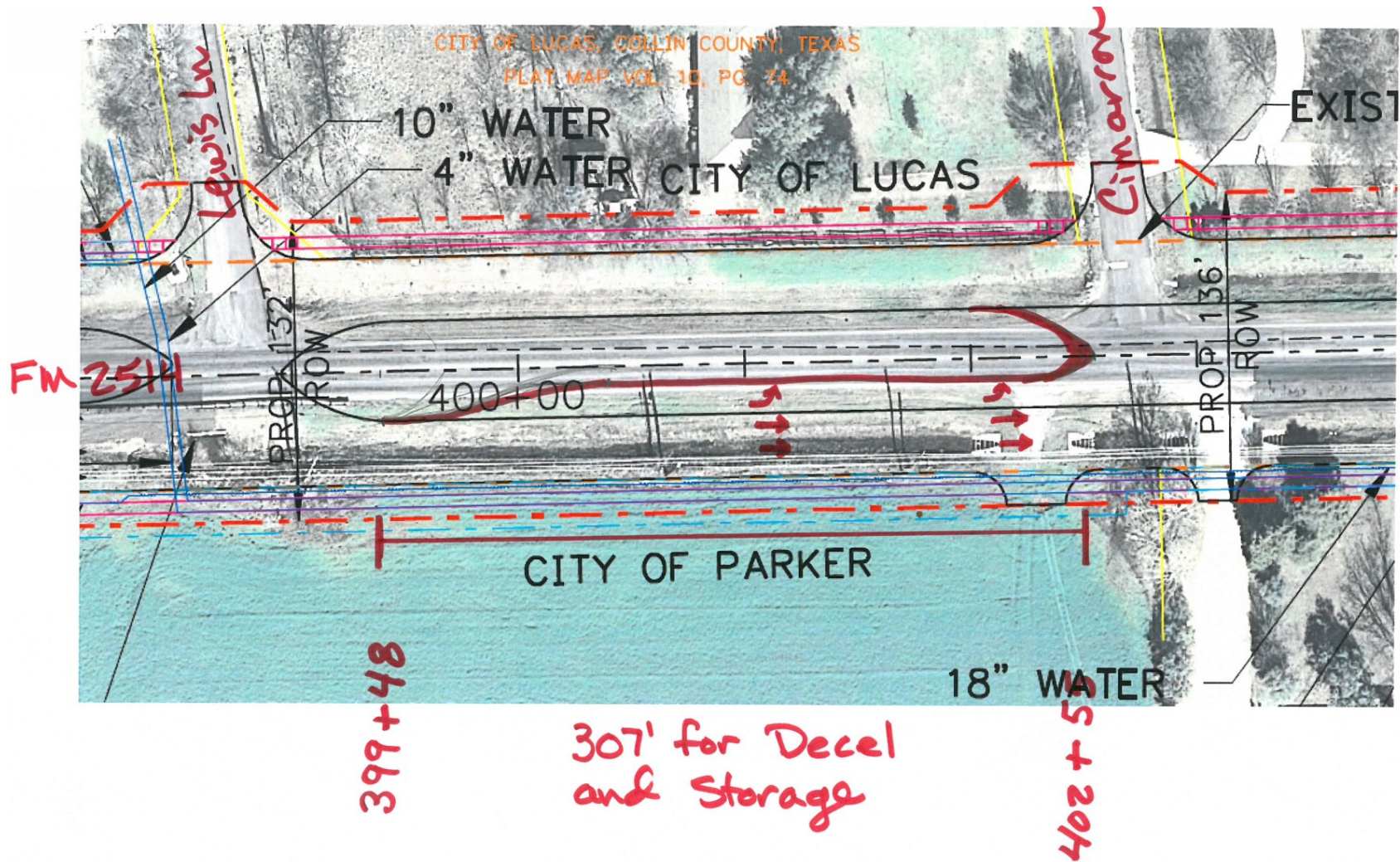
Exhibit "D"
Information to be provided to professional

CIMARRON TRAIL LEFT TURN LANE

1. Final Construction Plans from TxDOT for FM 2514 (Parker Road)
2. Electronic CAD files (.dgn) from TxDOT

Exhibit "E"
Project Location Map

CIMARRON TRAIL LEFT TURN LANE

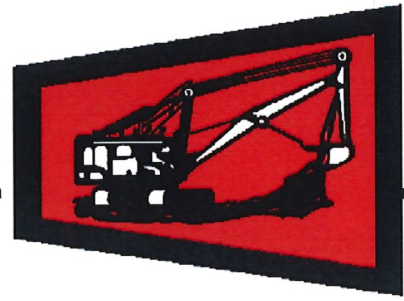


Stanton Foerster

From: Brenan Honey <Brenan.Honey@txdot.gov>
Sent: Tuesday, January 29, 2019 5:41 PM
To: Stanton Foerster
Cc: Robert Neathery; Gerald Waltman
Subject: RE: Median opening

Stanton:

The proposed left turn lane into Cimmaron trail is about 307' (it may be shorter because the nose should be pulled back close to the radius of the street so I will say 300' maybe 290' (100' storage and 200' decel). Desirable for a 45 mph is 100' storage and 345' decel for a total of 445'. As you know, decal length assumes moderate deceleration before the turn, generally 10 mph which is what the 445' is based on. We can assume a 15mph which would need a total length of 375', this is generally as low as I go, but we can by the design manual assume a 20 mph which would require a length of 315' which is getting close to what we have. I do not believe this is ideal but if the City supports it we can do it. Although not ideal, it would be long enough for the low volume but they would have to brake a little harder which does affect operation minimally on 2514. Also, I should note there will be about an 11% charge on the construction for direct state costs and about 5% for indirect so the cost will likely be about \$120k-125k. Let me know and we will design it and incorporate into the plans if ya'll chose to go this route, thanks.



November 14, 2018

Texas Department of Transportation
2205 South SH 5
McKinney, Texas 75069

PRELIMINARY BUDGET

Attention: Brenan Honey, P.E.

GENTLEMEN: We propose to furnish all labor, materials and equipment necessary to construct the following described work:

RE: EASTBOUND LEFT TURN LANE TO CIMARRON - FM 2514 STATION 399+48 TO 403+00

PROJECT: FM 2514

LOCATION: Collin County

Bid Number	Description	Bid item Quantity	Unit	Unit Price	Bid item Total
100	EXCAVATION (ROADWAY)	1.000	LS	\$7,500.00	\$7,500.00
110	LIME (HYDRATED LIME (SLURRY))	13.750	TON	\$150.00	\$2,062.50
120	LIME TRT (EXST MATL)(8") (2ft Overbuild	763.000	SY	\$4.00	\$3,052.00
130	SUPERPAVE MIXTURES SP-B PG64-22	168.000	TON	\$72.35	\$12,154.80
135	CONC LONGITUDINAL BUTT JOINT	500.000	LF	\$25.00	\$12,500.00
140	CONC PVMT (CONC REINF - CRCP) (8")	683.000	SY	\$80.00	\$54,640.00
150	CONC CURB (MONO) TY II	645.000	LF	\$1.00	\$645.00
160	CONCRETE MEDIAN (NOSE)	27.000	SY	\$90.00	\$2,430.00
170	REFL PAV MRK (W) 8" (SLD)(100 MIL)	208.000	LF	\$0.98	\$203.84
180	REFL PAV MRK (W) (ARROW)(100 MIL)	2.000	EA	\$137.00	\$274.00
190	REFL PAV MRK (W) (WORD)(100 MIL)	2.000	EA	\$189.00	\$378.00
200	PAVEMENT SEALER 8"	208.000	LF	\$0.28	\$58.24
210	PAVEMENT SEALER (ARROW)	2.000	EA	\$48.00	\$96.00
220	PAVEMENT SEALER (WORD)	2.000	EA	\$48.00	\$96.00
230	REFL PAV MRKR TY II-C-R	12.000	EA	\$3.75	\$45.00
240	PAVE SURF PREP FOR MRK (8")	208.000	LF	\$0.21	\$43.68
250	PAVE SURF PREP FOR MRK (ARROW")	2.000	EA	\$29.00	\$58.00
260	PAVE SURF PREP FOR MRK (WORD")	2.000	EA	\$38.00	\$78.00
270	TRAFFIC ACCESS / MAINT	1.000	LS	\$2,500.00	\$2,500.00
280	SURVEY	1.000	LS	\$3,500.00	\$3,500.00

**EASTBOUND LEFT TURN LANE TO CIMARRON -
FM 2514 STATION 399+48 TO 403+00 TOTAL = \$102,315.06**

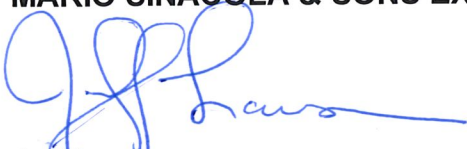
EASTBOUND LEFT TURN LANE TO CIMARRON - FM 2514 STATION 399+48 TO 403+00

QUALIFICATIONS:

- ~ Pricing and Quantities is a budget based on Preliminary Drawing (No Plans received).
When approved plans are received MSSEI will verify quantities and pricing.
- ~ The approved plans and permit must in place prior to placing the westbound FM 2514 mainline paving, otherwise there will be an increase in cost
- ~ All work on this proposal will be performed with one move-in at one time
- ~ If RFP is being done for anyone other than TXDOT, work will not proceed without a signed agreement and an escrow of funds. Funds to be 100% released upon completion of Turn
- ~ Final quantities will be determined using TxDOT Approved Permit Drawings
- ~ No bonds included
- ~ No compaction, concrete or geotechnical testing
- ~ No undercutting
- ~ No sales tax on incorporated materials
- ~ No barrier free ramps, laydown curb only
- ~ We have quoted this project on a unit price basis, any work not specifically quoted or qualified is excluded

Should you have any questions, or need clarification regarding this proposal, please feel free to contact this
Sincerely,

MARIO SINACOLA & SONS EXCAVATING, INC.



Jeff Larson
Vice President



City of Lucas

City Council Agenda Request

February 7, 2019

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approval of the Amended Restated Development Agreement between the City of Lucas and Brockdale Community, LLC to fund future road improvements to Brockdale Park Road.

Background Information

The original development agreement was approved on May 15, 2014 which collected \$2,200 per lot. The amended agreement changes the amount to \$4,400 per lot due to the increase in the cost of infrastructure; and therefore, requires an update to the development agreement.

The Development Agreement also clarifies the type of minimum road improvements to be done:

At a minimum, between Station 0+00 and Station 81+00, the City will cause to happen full depth reclamation with five percent cement stabilization at a depth of six inches and 22 feet wide. At a minimum, the final overlay riding surface will be two inches of Type "D" HMAC.

Attachments/Supporting Documentation

1. Development Agreement

Budget/Financial Impact

NA

Recommendation

Staff recommends approval of the Amended Restated Development Agreement.

Motion

I hereby make a motion to approve/deny the Amended Restated Development Agreement between the City of Lucas and Brockdale Community, LLC to fund future road improvements to Brockdale Park Road.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "Agreement") is executed between Brockdale Community, LLC (the "Owner") and the City of Lucas, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective _____, 2019 (the "Effective Date"). With respect to the Property defined below, this Agreement amends and replaces in its entirety that certain Development Agreement between the Parties effective May 15, 2014, which was recorded on June 10, 2014 in the Real Property Records of Collin County as Document No. 20140610000583440 (the "Original Development Agreement"). Nothing herein shall amend any of the provisions of the Original Development Agreement as to phases 1 and 2 of the Brockdale development, and the Original Development Agreement shall remain in full force and effect as to such phases. The additional fees collected under this Agreement will fund upgrades to the Road Improvements contemplated by the Original Development Agreement to be constructed in accordance with Exhibit B to this Agreement.

ARTICLE I
RECITALS

WHEREAS, the Owner owns the platted lots described on Exhibit A (the "Property"), which Property is located wholly within the extraterritorial jurisdiction (ETJ) of the City and;

WHEREAS, the purpose of this Agreement is to provide funding for the reconstruction of Brockdale Park Road between East Lucas Road and the dead end of Brockdale Park Road into the Army CORP of Engineers property (the "Improvement Area") as described on Exhibit B to a level that is, at a minimum, the same as the specifications and standards used for the original construction of that segment of Brockdale Park Road (the "Road Improvements"), and to the extent funds remain after making such improvements, to provide for maintenance of Brockdale Park Road; and

WHEREAS, the City intends to collect a roadway improvement fee with each building permit to fund the Road Improvements as further described herein, which the Parties acknowledge will benefit the Property; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
BROCKDALE PARK ROAD

As a condition to the issuance of a building permit after the Effective Date authorizing the construction of a residence on each lot, the permit applicant shall pay a roadway

improvement fee of \$4,400.00. The \$4,400.00 roadway improvement fee does not apply to any lot in which the City has already collected a roadway improvement fee prior to the Effective Date. The City agrees to collect this fee with each building permit, deposit the revenue into a segregated, interest bearing account, and use the revenue from this fee for the sole purpose of making the Road Improvements, and if funds remain after completing the Road Improvements, for maintaining the segment of Brockdale Park Road within the Improvement Area. The City agrees to commence the Road Improvements within 120 days after the date the City has collected the roadway improvement fee for the first 165 residences within the Property (as defined in the Original Development Agreement) and complete the Road Improvements no later than 270 days after the City has collected the road improvement fee for all 206 lots within the Property (as defined in the Original Development Agreement). If the City does not timely perform its construction obligation under this paragraph, then in addition to all other available remedies, the Owner may use the fees collected by the City under this paragraph and the Original Development Agreement to complete the Road Improvements. The Owner and all of the Owner's successors and assigns waive their rights to challenge the City's collection of the fees described in this paragraph.

ARTICLE III
ADDITIONAL PROVISIONS

3.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Term. This Agreement shall expire upon the City's completion of the Road Improvements or on the fifteenth anniversary of the Effective Date, whichever occurs first. If this Agreement expires upon completion of the Road Improvements, the Owner may record a notice of the expiration in the real property records of Collin County.

3.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given and until such Party has been given ten days to cure the alleged failure.

3.4 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

3.5 Assignment. The Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner shall maintain written records of all assignments, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from the City, shall provide a copy of such records. An Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

3.6 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of the County. In addition, all assignments to this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any owner (excluding the home builder) or occupant of a completed residence located within the Property.

3.7 Estoppel Certificates. From time to time upon written request of the Owner, the City Manager will execute a written estoppel certificate identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement.

3.8 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a

confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: City of Lucas
Attn: City Manager
665 Country Club
Lucas, Texas 75002
FAX: 972-727-0091

With a Copy to: Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard
1800 Ross Tower
Dallas, Texas 75201
FAX: 214-965-0010

To the Owner: Attn: Kim Comiskey
3000 Turtle Creek Blvd.
Dallas, Texas 75219
FAX: 972-201-2959

With a Copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
FAX: 800-519-3768

3.9 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

3.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code. This Agreement is also a contract subject to Texas Local Government Code Chapter 271, Subchapter I.

3.11 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement. This Agreement does not amend or waive any provision of that certain Settlement Agreement between the City and Brockdale Park Estates, Ltd. effective April 7, 2011. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

3.12 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue for any action to enforce or construe this Agreement shall be Collin County.

3.13 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

3.16 Exhibit. The following Exhibits are attached to this Agreement and incorporated herein for all purposes:

- | | |
|-----------|----------------------------------|
| Exhibit A | Description of the Property |
| Exhibit B | Description of Road Improvements |

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by the Owner and the City to be effective on the Effective Date.

CITY OF LUCAS:

Jim Olk
City of Lucas, Texas

Date

ATTEST:

Stacy Henderson, City Secretary
City of Lucas, Texas

Approved as to Form:

Joseph J. Gorfida, Jr., City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN_____ §

This instrument was acknowledged before me on _____, 2019 by Jim Olk,
the Mayor of the City of Lucas, Texas on behalf of said city.

Notary Public, State of Texas

OWNER:

Brockdale Community, LLC

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN _____ §

This instrument was acknowledged before me on _____, 2019 by
_____, _____ of _____, a _____ on behalf of said _____.

Notary Public, State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All property within the Final Plat of Brockdale Estates Phase 3 recorded in the Real Property Records of Collin County on January 25, 2019 and all property within the approved Final Plat of Brockdale Estates Phase 4 recorded in the Real Property Records of Collin County on January 25, 2019.

EXHIBIT B
DESCRIPTION OF ROAD IMPROVEMENTS

Permanent Pavement Plan

The following is general specification for the roadway pavement and signage between Sta. 0+00 and Sta. 80+00 without the benefit of any geotechnical information or knowledge of the existing roadway pavement construction:

- The City will engage a licensed professional engineer to investigate the geotechnical information and develop a roadway pavement cross section within 60 days of the Effective Date. Between Sta. 0+00 and Sta 50+00. The cross section will be at least 22 feet wide and carry an average daily traffic volume of 20,000 vehicles.
- At a minimum, between Sta. 0+00 and Sta. 80+00, the City will cause to happen full depth reclamation with five (5) percent cement stabilization at a depth of six (6) inches and 22 feet wide.
- At a minimum, the final overlay riding surface will be two (2) inches of Type “D” HMA
- Between Sta. 0+00 to Sta. 50+00 an additional four (4) inches of Flex Base and two (2) inches may be require if supported by a geotechnical investigation.
- All signage, pavement markings, and other ultimate and construction traffic control devices shall be done and installed in accordance with the Texas Manual on Traffic Control Devices and as approved by the City Engineer.
- The Owner may replace and maintain any City standard signage along Brockdale Park Road with approval of the City Engineer.





City of Lucas

City Council Agenda Request

February 7, 2019

Item No. 07

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider and provide direction to the City Manager regarding future water reconstruction projects as identified in the City's Capital Improvement Plan and by the City Engineer and evaluate possible funding strategies.

Background Information

In November 2018, the City Council adopted the Capital Improvement Plan (CIP). Within this document is a tentative outline of projects by fiscal year:

FY 16-17 and FY 17-18

- Parker Road 12-Inch Waterline Phase 1 – Substantially Complete
- Parker Road Six-Inch Waterline Phase 2 – Completed
- North Pump Station Water Tower and Pump House – In Design
- Automatic Flushing Valves – Completed
- Meter Replacement – In Progress

FY 18-19

- Waterline Looping – Planning
- Rollingwood Circle/Choice Lane/Lakeview Drive Six-Inch Waterline – Planning
- Edgewood Lane/W. Lucas Road Six-Inch Waterline – Planning
- Cedar Bend Trail/E. Lucas Road Six-Inch Waterline – Planning
- Graham Lane/Rock Ridge Court Eight-Inch Waterline – Planning

FY 19-20

- Snider Lane Eight-Inch Waterline – Completed
- Glencove Circle and Crestview Circle Six-Inch Waterline Extensions to Brockdale Park Road – Planning
- Hickory Hill Street Eight-Inch Waterline – Planning
- Manor Lane Eight-Inch Waterline – Planning
- Rock Ridge Road 12-Inch from Estates Parkway to Fairbrook Circle – Planning
- Fairbrook Circle Eight-Inch Waterline – Planning
- Repaint McGarity 200,000-Gallon Ground Storage Tank – Planning
- Enchanted Way/Brookhaven Drive Eight-Inch Waterline – Planning
- Rock Ridge Road/Lovejoy High School Eight-Inch Waterline – Planning



City of Lucas

City Council Agenda Request

February 7, 2019

2020-2026

- McGarity 950,000-Gallon Ground Storage Tank
- Shiloh Drive/Toole Drive Six-Inch Waterline Replacements
- Fairbrook Circle to Graham Lane Eight-Inch Waterline
- Lewis Lane Eight-Inch Waterline from Shepherds Creek Drive to Green Acres Lane
- Angel Parkway 12-Inch Waterline from McGarity Lane to Estates Parkway
- Ingram Lane Six- and 12-Inch Waterlines from McGarity Lane to W. Lucas Road
- Estates Road Eight-Inch Waterline
- Chisholm Trail/Caman Park Drive and Turnberry Lane/Highland Drive Eight-Inch Waterline Loops
- Stinson Road/Enchanted Way Eight-Inch Waterline
- Stinson Road/E. Lucas Road Eight-Inch Waterline
- Rock Creek Estates Six-Inch Waterline
- Stinson Road 12-Inch Waterline Connector
- Repaint North Pump Station 750,000 Gallon Ground Storage Tank
- Repaint McGarity 350,000 Ground Storage Tank
- Parker Road 12-Inch Waterline Phase 1 - Section 2
- Parker Road/Brookhaven Drive Eight-Inch Waterline

2026-2031

- Replace McGarity 500,000 Gallon Water Tower
- Rock Ridge Road 12-Inch Waterline from Exchange Parkway to Fairbrook Circle
- Lakeview Downs/Trinity Park Six-Inch Waterlines and Eight-Inch Loop
- Forest Grove Road/Horseman Drive/Orr Road Six- and Eight-Inch Waterlines
- Orr Road (North) Eight-Inch Waterline
- PR 5252 Six-Inch Waterline Replacement
- Repaint North Pump Station 500,000 Gallon Ground Storage Tank McGarity 950,000-Gallon Ground Storage Tank

Attachments/Supporting Documentation

NA

Budget/Financial Impact

A funding source has been identified by staff.



City of Lucas

City Council Agenda Request

February 7, 2019

Recommendation

City Engineer Stanton Foerster recommends the funding of the design following in priority order:

1. Waterline Looping \$200,000
2. Rollingwood Circle/Choice Lane/Lakeview Drive Six-Inch Waterline Loop (97 homes) \$432,165
3. Edgewood Lane/W. Lucas Road and Cedar Bend Trail/E. Lucas Road Six-Inch Waterline Loops (32 homes) \$113,530
4. Graham Lane/Rock Ridge Court Eight-Inch Waterline Loop (34 homes) \$571,775

Total estimate for construction stated in the CIP is \$1,317,470. The design fee estimate, based on the 10%-rule-of-thumb, is \$132,000.

Motion

I make a motion to approve/deny authorizing the City Manager to proceed with requesting proposals for the design of the following CIP projects:

1. Waterline Looping
2. Rollingwood Circle/Choice Lane/Lakeview Drive Six-Inch Waterline Loop
3. Edgewood Ln/W. Lucas R and Cedar Bend Trl/E. Lucas Rd Six-Inch Waterline Loops
4. Graham Lane/Rock Ridge Court Eight-Inch Waterline Loop



City of Lucas

City Council Agenda Request

February 7, 2019

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider and provide direction to the City Manager to request proposals for drainage studies/projects as identified by the City Engineer and evaluate possible funding strategies for the following areas: Lemontree Country Estates, Kingswood Estates, Meadows, and the headwaters of Muddy Creek.

Background Information

The FY 18-19 Work Plan identifies three priority drainage areas:

- Lemontree Country Estates
- McGarity Lane
- Meadowbrook Area (Meadows Subdivision)

Some of Lemontree Country Estates drains into the Kingswood Estates neighborhood. With the unusually wet fall, the residents of Kingswood have been requesting assistance from the City. Lemontree and Kingswood neighborhoods drain to both White Rock Creek or one of its tributaries.

Development continues along Angel Parkway, and drainage concerns are addressed with each development along and near McGarity Lane. This area is the headwaters of Muddy Creek which includes an undetained 10+/-acre flow from the City of Allen across Angel Parkway.

The culvert under Meadowbrook Drive parallel to Southview Drive was cleaned out by a contractor hired by the City. The drainage along Meadowbrook Drive includes an undetained 10+/-acre flow from the Town of Parker across Aztec Trail.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

City Engineer Stanton Foerster recommends requesting proposals for drainage studies to mitigate poor drainage in the neighborhoods that were established without any consideration or design for



City of Lucas

City Council Agenda Request

February 7, 2019

drainage: Lemontree Country Estates, Kingswood Estates, Meadows, and the headwaters of Muddy Creek.

Motion

I make a motion to direct (not direct) the City Manager to request proposals for drainage studies as identified by the City Engineer and evaluate possible funding strategies for the following areas: Lemontree Country Estates, Kingswood Estates, Meadows, and the headwaters of Muddy Creek.



City of Lucas Council Agenda Request February 7, 2019

Item No. 09

Requester: Councilmember Fisher, Councilmember Duke

Agenda Item Request

Consider nominations for the 2019 Service Tree Award Program.

Background Information

The Service Tree nomination applications were open and posted on the City’s website from October 10, 2018 through January 31, 2019. The City Secretary’s office received four nominations that were shared with the Service Tree Committee consisting of Councilmember Fisher and Councilmember Duke.

Service Tree nominations were received for the below mentioned individuals and the Committee will provide a recommendation on the 2019 proposed recipients.

- David Rhoads
- Peggy Rusterholtz
- Craig Zale
- Mrs. Lee Ford

Past Service Tree Award recipients include:

2015 Recipients	2016 Recipients	2017 Recipients	2018 Recipients
First Lucas City Council	Don Kendall	Founders Day Cancelled	Tonda Frazier
Rebecca Mark	Lee Bauer		Tracy Matern
Charlie Gaines			
Suzanne Christian Calton and Shirley Biggs Parker			

Attachments/Supporting Documentation

1. Service Tree Nominations (sent under separate attachment)

Budget/Financial Impact

The Service Tree program account 6211-445 has \$3,000 budgeted in the 2018-19 budget.



**City of Lucas
Council Agenda Request
February 7, 2019**

Recommendation

NA

Motion

I make a motion to nominate the following individuals as Service Tree recipients for 2019:



City of Lucas

City Council Agenda Request

February 7, 2019

Requester: City Attorney Joe Gorfida

Agenda Item Request

Review Articles I and II of the City Charter and provide direction to the City Attorney regarding any proposed amendments to be considered as part of a Charter update.

Background Information

Section 12.03 of the City's Home Rule Charter requires that the City Council review the charter at least once every five years to determine whether any amendments are necessary.

City staff is also reviewing the Charter and providing updates to the City Attorney for compilation.

Attachments/Supporting Documentation

1. Articles I and II of the Home Rule Charter

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to provide the following recommended updates to the Home Rule Charter:

-

**HOME RULE CHARTER
FOR
THE CITY OF LUCAS, TEXAS**

PREAMBLE

We, the citizens of Lucas, Texas, in order to establish a Home Rule municipal government, provide for the progress of our City, secure fully the benefits of local self-government, promote economic and cultural prosperity, provide for the common welfare, insure health and safety, support municipal cooperation, and encourage all citizens to participate in the process of self-governing, hereby adopt this Home Rule Charter, as an expression of our city's purpose and in accordance with the statutes of the State of Texas; and we declare the City of Lucas (hereinafter referred to as "City"), in Collin County, to be a political subdivision of the State of Texas with all powers, rights, privileges, authorities, duties and immunities of local self-government as are provided and limited in this Charter.

ARTICLE I

Form of Government and Boundaries

SECTION 1.01 Form of Government

- (1) The municipal government provided by this Charter shall be known as the "Council - Manager" form of government. Pursuant to its provisions and subject only to the limitations imposed by the Constitution of the United States, the Texas Constitution, the statutes of the State of Texas, and this Charter, all powers of the City of Lucas shall be vested in an elected City Council which shall enact local legislation, adopt budgets, determine policies, and provide for the adoption and execution of the laws of the City as provided in this Charter.
- (2) The City Council shall appoint a City Manager who shall be responsible to the City Council for the management and administration of the offices of the City, except as otherwise provided by this Charter.

SECTION 1.02 Boundaries

The boundaries of the City of Lucas shall be the same as have been heretofore established and now exist as recorded on the official City map as provided by this Charter. The citizens of the City of Lucas residing within its corporate limits, as heretofore or hereafter established, are hereby constituted and shall continue to be a municipal body politic and corporate, in perpetuity, under the name of the "City of Lucas", in the State of Texas, hereinafter referred to as the "State", with such powers, privileges, rights, duties, authorities, and immunities, as are herein provided.

SECTION 1.03 Extension and Alteration of Boundaries

- (1) The boundaries of the City of Lucas may be enlarged and extended by the annexation of additional territory or decreased by disannexation in any manner and by any procedure now or hereafter provided by law. The City shall, hereafter, by ordinance, amend the official map of the boundaries to include such properties so annexed or disannexed.
- (2) Upon completion of the annexation procedure, the annexed territory shall become a part of the City, and said land and its residents shall be entitled to all the rights and privileges provided by the City for its citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City.
- (3) If, after the date of annexation, there exists land within and adjacent to the corporate limits of the City of Lucas not receiving governmental or proprietary services of the city within the time required by the service plan or Chapter 43 of Texas Local Government Code, or its successor statute, then a majority of the qualified voters residing within this particular area may petition the city council to disannex the area as provided in Chapter 43 of Texas Local Government Code, or its successor statute.

ARTICLE II

Powers of the City

SECTION 2.01 Powers of the City

- (1) The City is made a body politic and corporate by the legal adoption of this Charter. The City shall have all the powers vested in home rule municipal corporations except as may be limited by the Constitution of the United States, the Texas Constitution, and the statutes of the State.
- (2) The enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated therein or implied thereby, or appropriate to exercise of such powers, it is intended that the City shall have, and may exercise all powers except as limited by this Charter. All powers of the City, whether expressed or implied, shall be exercised as prescribed by this Charter or, if not prescribed therein, then as provided by ordinance or resolution of the City Council.

SECTION 2.02 Legislative Authority

The City by and through its City Council shall have the power to enact and enforce all ordinances and resolutions necessary to protect health, life and property; and to prevent and summarily abate and remove all nuisances; and preserve and enforce good government and order and security of the City and its inhabitants; and to enact and enforce all ordinances and resolutions on any and all subjects which shall be consistent with the provisions of this Charter.

SECTION 2.03 Municipal Court

- (1) **Establishment** -- The City shall have the power to create and establish a municipal court to be known as the Municipal Court of the City of Lucas, Texas. The Municipal Court shall have jurisdiction of all criminal cases arising under the ordinances of the City and concurrent jurisdiction with the Justice of the Peace of the precinct of which the City is or may be situated of all criminal cases arising under State law, where such offenses are committed either within the territorial limits of the City or in an area lying outside the corporate limits of the City in which area the City is authorized to exercise its police powers as set forth but not necessarily limited to the areas provided by State law and where the punishment is by fine only and the maximum of said fine does not exceed the maximum fine authorized to be imposed by municipal courts under State law or any amendments thereto. The Municipal Court shall have all the powers and duties as are now, or as may be prescribed by the laws of the State of Texas.

- (2) **Additional Courts** -- The City shall have the power to create and establish additional municipal courts, and to appoint one or more judges of each municipal court, whether one or more, each of whom shall be a magistrate and each judge of a municipal court, now existing or hereinafter created, shall be appointed by the City Council, for a term of 2 years; and the City shall have the power to create and establish additional courts as may from time to time be authorized by the legislature of the State.

- (3) **Rules** -- All complaints, prosecutions, the service of process, commitment of those convicted of offenses, the collection and payment of fines, the attendance and service of witnesses and juries, punishment for contempt, bail and the taking of bonds shall be governed by the provisions of the rules established by the Supreme Court of Texas applicable to municipal courts.

- (4) **Appeals** -- Appeals from convictions in the Municipal Court shall lie to the county criminal court, and such appeals shall be governed by the same rules of practice and procedure as are provided by State law in cases of appeals from the justice court to said county criminal court, as far as said rules are applicable.

- (5) **Clerk** -- The Clerk of Municipal Court and such deputies as shall be appointed by the City Manager, shall have the power to administer oaths and affidavits, make certificates, affix the seal of the Municipal Court thereto; and generally do and perform any and all acts usual and necessary by clerks of courts in issuing processes of courts and conducting the business thereof.

- (6) **Expense and Fines** -- All special expense and fines imposed by the Municipal Court(s) shall be paid into the City general fund for the use and benefit of the City, as may be consistent with present and future laws.

SECTION 2.04 Enumerated Governmental Powers

- (1) **Real Estate** -- The City has full authority as a home rule municipal corporation and as such it has authority to acquire and own real estate in fee simple title, or held by lease, sufferance, easement or otherwise, all public buildings and improvements, and structure or whatever type and character, and any and all property, whether real or personal, of whatever kind, character or description now owned or controlled by the City shall vest in, inure to, remain and be the property of said City under this Charter. In the event that the City shall grant a lease for any real property in excess of twenty (20) years, the City Council shall hold a public hearing.
- (2) **Public Rights-Of-Way** -- The City shall have the power to lay out, establish, open, alter, widen, lower, extend, grade, construct, abandon and improve streets, alleys, sidewalks, squares, parks, public places, bridges and public thoroughfares or rights-of-way; and to otherwise regulate and control the use thereof for any and all public purposes all obstructions, telegraph, telephone or other poles, carrying electric wires or signs, and all showcases and encroachments of every nature and character upon any said street, right-of-way and sidewalk and to vacate and close public ways; and the City shall have the power to make any improvements as provided by State law.
- (3) **Regulation of Vehicles** -- The City Council shall have the power by ordinance or otherwise to license and control the operation of any vehicle using public streets or rights-of-way.
- (4) **Regulation of Public Utilities** -- The City shall have the power to buy, own, sell, construct, lease, maintain, operate and regulate public services and utilities; and to manufacture, distribute and sell the output of such services and utility operations. The City shall not supply any utilities service outside the City limits, except by written contract. The City shall have such regulatory and other powers as may or hereafter be granted under State law; and, by ordinance, to determine, fix and regulate the charges, fares or rates of compensation to be charged by any person, firm or corporation enjoying a franchise for utilities in the City.
- (5) **Operation of Public Services or Utilities by City** -- The City shall have the power to build, construct, purchase, own, lease, maintain and operate, inside or outside the City limits, light and power systems, water systems, sanitary wastewater disposal, natural gas, parks, drainage, municipal solid waste disposal and any other public service or utility in this section, as deemed in the public interest. The City shall not enter into an agreement for the construction, purchase, lease or operation of a sanitary wastewater disposal system until after two separate public hearings being held on two separate dates with such approval requiring five (5) affirmative votes of the City Council prior to the May 2009 election. Effective after the May 2009 election and thereafter, an affirmative vote by five (5) members of the City Council shall be required for such approval. Such notice for said public hearings shall state with specificity the type of sanitary wastewater disposal system (ex: sanitary wastewater disposal system) and the proposed location (common address) of the proposed sanitary wastewater disposal system.

- (6) Purchase Utility Services -- The City shall have the power to purchase electricity, gas, oil or any other article or service essential to protect the health, safety and welfare of its inhabitants on such terms as the City Council may deem proper.
- (7) Transportation Facilities -- The City may acquire, maintain, operate and regulate any and all modes of transportation facilities or services; and, use public funds for such purposes, and issue such debt or funds as permitted by this Charter.
- (8) Parks and Recreation -- The City may acquire, maintain, operate and regulate within its exclusive control all City parks and recreation facilities whether inside or outside the City limits.
- (9) Underground Utilities -- The City may require the placing under the surface of the ground all wires or any above ground construction of any public utilities inside the limits of the City under such regulation as may be prescribed by the City Council from time to time.
- (10) Fire Prevention -- The City shall provide by ordinance for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein; provide for the erection of fire resistant buildings within certain limits; and provide for the condemnation of dangerous structures of buildings or dilapidated buildings or buildings calculated to increase the fire hazard, and the manner of their removal or destruction.
- (11) Public Safety -- The City has the power and may by ordinance establish and maintain a police and fire department(s) by whatever name known and to prescribe the duties of the members of each such department(s) and regulate their conduct and their salary ranges. The head of the police department of the City shall be known and designated as "Chief of Police", and the head of the fire department of the City shall be known and designated as "Fire Chief". The City Council shall provide by ordinance staff requirements for each such department.
- (12) Contracts -- The City shall have the power to enter into contracts for goods and services. Such authority is subject to the limitation regarding competitive bidding as provided by State law or as may otherwise be limited by this Charter. The City hereby adopts the requirements and exceptions concerning the provisions of State law regarding goods and acquisition.
- (13) Land Use -- The City shall have full power and authority to zone and regulate the subdivision of land in the City and to pass all necessary ordinances, rules and regulations governing the same under and by virtue of the authority given to cities and legislative bodies in accordance with State law. The City will maintain an official city map describing the official city limits as required by State law.
- (14) Franchises -- The City shall have full power and authority to franchise as provided by this Charter.

- (15) Occupations -- The City shall have the authority to license or register such occupations or business as may be established by ordinance, except as may be in conflict with State law.

SECTION 2.05 Health Regulations

- (1) Regulations -- The City shall have the power to provide for the health, safety and welfare of its inhabitants by establishing all necessary rules and regulations protecting the health, safety and welfare of the City.
- (A) The City Council shall have the power by ordinance or otherwise to regulate, license and inspect public or private persons, firms, institutions, corporations, common carriers, or associations operating, managing, or conducting any activities including, but not limited to, any of the following:
1. place of public accommodation, hotel or any other public sleeping or eating place;
 2. place or vehicle where food or drink of any kind is manufactured, prepared, stored, packed, served, sold or otherwise handled within the City or limits of said City;
 3. any and all health conditions; and
 4. sanitary wastewater disposal systems.
- (B) The City shall have the power to define all nuisances and prohibit the same within the City and outside the City limits for a distance in accordance with State law; to have power to police in all parks or grounds, street right-of-way owned by the City or under lease to the City and lying both outside and inside said City; to prohibit the pollution of air or waterways, walkways of any kind, water deposit and reservoir, whether above or below the ground, which may constitute the source of storage of water supply, and to provide for policing the same, as well as to provide for the protection of any watersheds and the policing of the same.
- (2) Penalties or Fines -- The City shall have the power to provide for the fixing of penalties for failure of any person, firm, corporation or association to comply with any such rules and regulations so prescribed by the City Council under the provisions of this section; it being the intention to vest in the City Council not only the powers expressly enumerated in this section but all other powers reasonably necessary for the protection of the health of the City and its citizens.



City of Lucas

City Council Agenda Request

February 7, 2018

Item No. 11

Requester: Mayor Jim Olk

Agenda Item Request

Consider appointing a Grand Marshal for the 2019 Founders Day Parade.

Background Information

The 2019 Founders Day Celebration is scheduled for May 11, 2019 and will include the Founders Day parade. As part of parade festivities, a Grand Marshal has been appointed in years past.

In 2018, the City Council appointed Ron Grotti, Jim Kitchens, Roy Matheny, Tuck Minnett, Richard Morris, and Alan Storck as the Grand Marshals for the parade. In 2017, the City Council approved moving the Founders Day Celebration to take place in the Spring. In 2016, the City Council appointed Lee Bauer as the Grand Marshal, and in 2015 Founders Day Celebration was canceled due to inclement weather. In 2014, State Representative Jodie Laubenberg was selected as the Grand Marshal.

Staff is asking for direction on appointing a Grand Marshal for the 2019 Founders Day parade.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to nominate _____ as the Grand Marshal for the 2019 Founders Day parade.



City of Lucas Council Agenda Request February 07, 2019

Requester: Building Inspector Scott DeJong

Agenda Item Request

Consider approving Resolution R 2019-02-00479 accepting the voluntary annexation petition submitted by Cary L. and Sharon C. Cobb for a tract of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.696 acres of land, otherwise known as 2020 East Lucas Road.

Background Information

This property has an approved development agreement that requires annexation at the time of building permit application. Mr. Cobb submitted a voluntary annexation application along with his building permit application in compliance with the approved development agreement.

This parcel is within the 1-mile ETJ boundary of the City. All documentation supports annexation for this property. The metes and bounds have been verified, and the parcel is contiguous to the City.

New legislation has passed that now requires annexation petitions to be formally accepted by the governing body.

Attachments/Supporting Documentation

1. Resolution R 2019-02-00479 Accepting Voluntary Application
2. Annexation Petition
3. Development Agreement

Budget/Financial Impact

NA

Recommendation

Staff recommends accepting the Voluntary Annexation Petition.



**City of Lucas
Council Agenda Request
February 07, 2019**

Item No. 12

Motion

I make a motion to approve/deny Resolution R 2019-02-00479 accepting the voluntary annexation petition submitted by Cary L. and Sharon C. Cobb for a tract of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.696 acres of land, otherwise known as 2020 East Lucas Road.



RESOLUTION NO. R 2019-02-00479

[Accepting Voluntary Annexation Petition of Cary L and Sharon C. Cobb]

A RESOLUTION OF THE CITY COUNSEL OF THE CITY OF LUCAS, TEXAS, ACCEPTING A VOLUNTARY ANNEXATION PETITION AND AUTHORIZING THE SETTING OF A DATE, TIME, AND PLACE FOR TWO (2) PUBLIC HEARINGS ON THE CONTEMPLATED ANNEXATION DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES (“ANNEXATION AREA”), BY THE CITY OF LUCAS, TEXAS; AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH HEARINGS, WITH THE INSTITUTION OF THE ANNEXATION PROCEEDINGS, BY ADOPTION OF THE ANNEXATION ORDINANCE TO OCCUR AT A REGULAR CALLED CITY COUNCIL SESSION, AND TO PREPARE A SERVICE PLAN FOR THE ANNEXATION AREA; SAID ANNEXATION AREA BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lucas has received a petition for voluntary annexations for the Annexation Area described and depicted in Exhibit “A” and Exhibit “B” from Cary L. and Sharon C. Cobb; and

WHEREAS, the Lucas City Council believes it is in the best interest of the City to annex certain properties into the City of Lucas; and

WHEREAS, the Annexation Area is adjacent to and within the extraterritorial jurisdiction of the City of Lucas, Texas, under the terms of Chapter 43 of the Texas Local Government Code; and

WHEREAS, the Annexation Area is economically and geographically within the natural growth pattern of the City of Lucas, Texas, and adaptable for future development under the master development plan for the City; and

WHEREAS, the Annexation Area described and depicted in Exhibit “A” and Exhibit “B” is exempt from the Municipal Annexation Plan; and

WHEREAS, the Lucas City Council wishes for all interested persons to be heard in a manner prescribed by state law before said annexation action is considered; and

WHEREAS, the Lucas City Council wishes to inform all citizens and interested persons so that the impacts of said annexation is well understood by all interested parties prior to a final decision to annex the Annexation Area;

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

SECTION 1. On the 21st day of February, 2019, at a regular called City Council meeting at 7:00 p.m., in the City Council Chamber, Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, the Lucas City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed involuntary annexations by the City of Lucas, Texas, of the Annexation Area described and depicted in Exhibit “A” and Exhibit “B”.

SECTION 2. On the 21st day of February, 2019, at a regular called City Council meeting at 7:00 p.m., in the City Council Chamber, Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, the Lucas City Council will hold a second public hearing giving all interested persons the right to appear and be heard on the proposed involuntary annexations by the City of Lucas, Texas, of the Annexation Area described and depicted in Exhibit “A” and Exhibit “B”.

SECTION 3. On the 21st day of March, 2019, at 7:00 p.m., in the City Council Chamber, Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, the Lucas City Council shall institute the annexation proceedings by adoption of the annexation ordinance and service plan for the Annexation Area described and depicted in Exhibit “A” and Exhibit “B”.

SECTION 4. City Staff is hereby authorized and directed to finalize the boundary description and land area total for the Annexation Area in preparation for publication in notices of public hearings.

SECTION 5. City Staff is hereby authorized and directed to cause notices of such public hearings to be published once for each hearing in a newspaper having general circulation in the City and in the above-described Annexation Area not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearings, all in accordance with Chapter 43.052, Texas Local Government Code.

SECTION 6. City Staff is hereby directed to prepare a service plan for the proposed Annexation Area and make said service plan available for public review in the City Council Chamber, Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, on or before the 21st day of February, 2019.

SECTION 7. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Lucas, Texas, on the 7th day of February, 2019.

ATTEST:

APPROVED:

Stacy Henderson, City Secretary
(01-31-2019:TM105800)

Jim Olk, Mayor

EXHIBIT "A"
Legal Description of Annexation Area

Exhibit A

Legal Description Owners Property

BEGINNING at a Roome capped 1/2 inch iron rod found in the southeast Right of Way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCCT;

THENCE with the westerly line of said 10.00 acre tract and the easterly line of said premises as follows:

South 43°49'48" East, 500.53 feet to a Roome capped 1/2 inch iron rod found; South 26°03'31" East, 575.14 feet to a Roome capped 1/2 inch iron rod found marking the southwest corner of said 10.00 acre tract;

THENCE with the south line of said 10.00 acre tract and a north line of said premises, South 87°47'44" East, 340.05 feet to a Roome capped 1/2 inch iron rod found marking the most easterly northeast corner of said premises and an interior corner of said 10.00 acre tract;

THENCE with a west line of said 10.00 acre tract and the most easterly east line of said premises, South 05°44'16" East, 10.00 feet to a Roome capped 1/2 inch iron rod found marking the most southerly southwest corner of said 10.00 acre tract, the southeast corner of said premises and being in a south line of the aforementioned 28.9936 acre tract;

THENCE with a south line of said 28.9936 acre tract, said premises, and partway along the north Right of Way line of County Road 391, North 87°47'44" west, 1002.57 feet to a point for corner from which a Government Monument found for reference bears North 01°00'45" East, 7.23 feet;

THENCE with a common line of said premises and the northeasterly and easterly Right of Way line of County Road 391 (County Road Relocation No. 25) as follows;

THENCE 01°00'45" East, passing at 7.32 feet said Government Monument and continuing for a total distance of 21.79 feet to a Government Monument found;

North 89°05'11" West, 67.20 feet to a Government monument found marking the beginning of a curve to the right;

Northwesterly along said curve having a central angle of 81°36'43", with a radius of 60.00 feet for an arc distance of 85.48 feet(chord = North 48°20'58" West, 78.42 feet) to a government 4403-02-4 found marking the end of said curve;

North 07°33'57" West, 53.97 feet to Government Monument 4403-2-5 found, North 03°47'23" East, 51.08 feet to Government Monument 4403-2-6 found, North 18°50'43" West, 50.99 feet to Government Monument found;

EXHIBIT "A"
Legal Description of Annexation Area

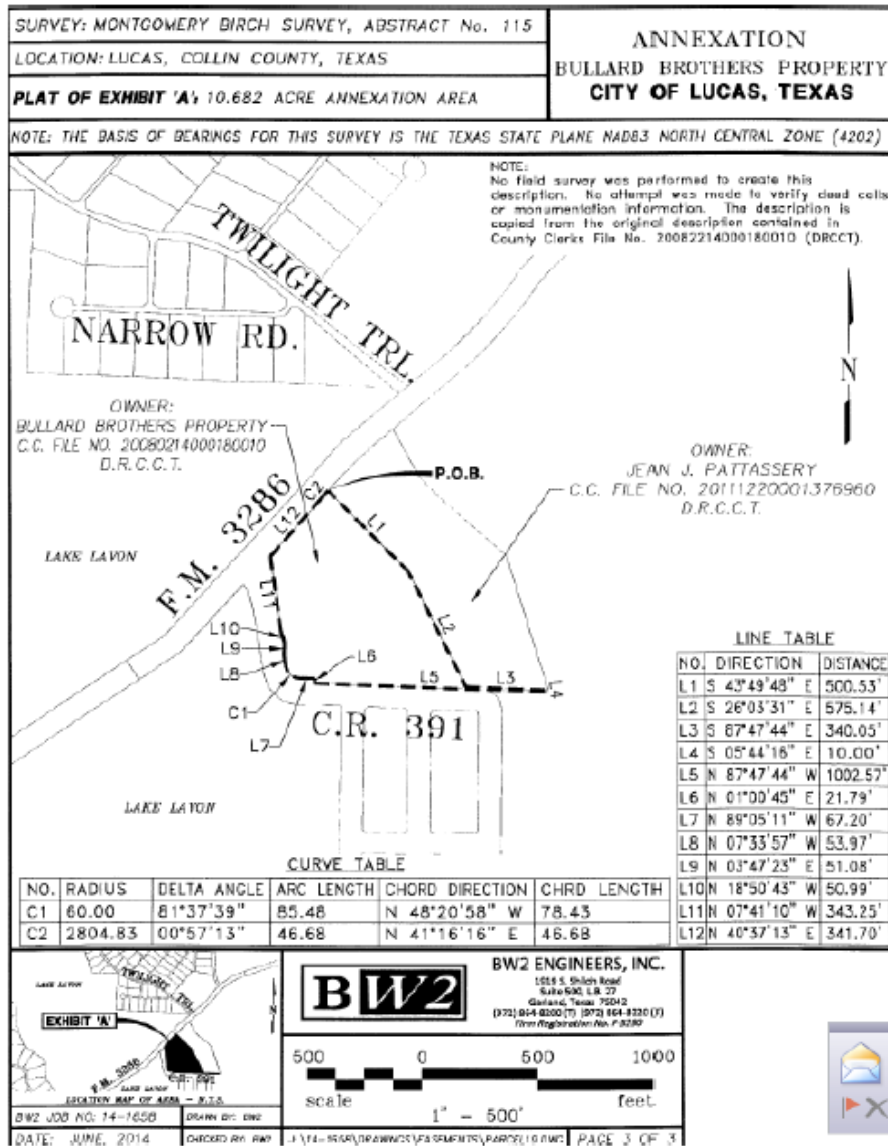
North 07°41'10" West, 343.25 feet to a Right of Way Monument found marking the intersection of east Right of Way line of Count Road 391 with the southeasterly Right of Way line of FM 3286 and being the most westerly Northwest corner of herein described premises;

THENCE with the northerly line of said premises and the southeasterly Right of Way line of FM 3286 as follows;

North 40°37'13" East, 341.70 feet to a broken concrete Right of Way line Monument found marking the beginning of a curve to the right;
Northeasterly along said curve having a central angle of 00°57'13", with a radius of 2804.83 feet, for an arc distance of 46.68 feet (chord = North 41°16'16" East, 46.68 feet) to the POINT OF BEGINNING, and containing 10.682 acres of land

EXHIBIT "B"

Depiction of Annexation Area





PETITION REQUESTING ANNEXATION

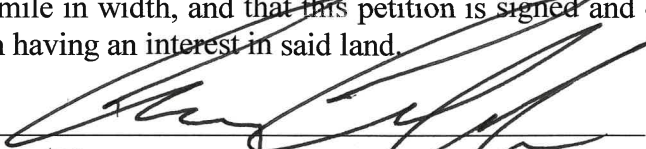
TERRITORY IN WHICH THERE ARE
FEWER THAN THREE (3) VOTERS

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 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
CARY L. COBB

Printed Name



Signature
SHARON C. COBB

Printed Name

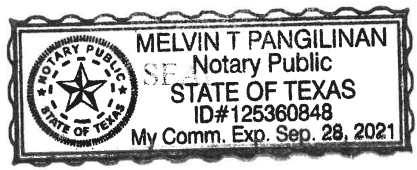
Signature

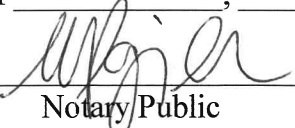
Printed Name

THE STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared CARY L. COBB,
SHARON C. COBB 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 25th day of OCTOBER, 2018.





Notary Public

STATE OF TEXAS

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DEVELOPMENT AGREEMENT

COUNTY OF COLLIN

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

RECITALS

WHEREAS, this Development Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and the City and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City desires to institute annexation proceedings on all or portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

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

**Article I
Agreement Not to Annex**

1.1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory

annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Article II Owner's Obligations

2.1 The Owner covenants and agrees not to use the Property for any use other than for agriculture consistent with Chapter 23 of the Texas Tax Code without the prior written consent of the City.

2.2 The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

2.3 The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AO—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AO—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

2.4 The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenant and agree, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Article III Voluntary Annexation

3.1 The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

3.2 If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan.

3.3 Furthermore, the Owner hereby waives any and all vested rights and claims that he may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Article II herein.

Article IV City's Authority

4.1 Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture use, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Article V Term

5.1 The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary.

5.2 The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owner hereby waives any vested rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Article VI Zoning

6.1 Property annexed pursuant to this Agreement will initially be zoned AO — Agricultural District pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Article VII Notice

7.1 Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

7.2 Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Bullard Brothers Property
Attention: Nathan Bullard
P. O. Box 398
Edgewood, Texas 75117

Article VIII Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

(signature pages to follow)

EXECUTED on this 18 day of September, 2014.

City of Lucas, Texas

By:

Rebecca Mark
Rebecca Mark, Mayor

Approved as to Form:

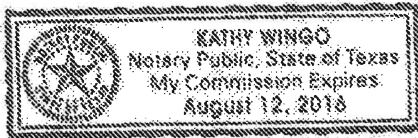
By:

Joseph J. Garfida, Jr.
Joseph J. Garfida, Jr., City Attorney
(09-16-1468135)

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 18 day of Sept., 2014, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

Kathy Wingo
Notary Public, State of Texas



EXECUTED on this 16 day of September, 2014.

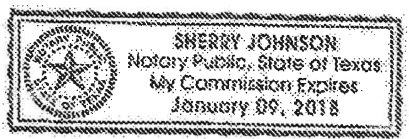
Bullard Brothers Property, a General Partnership

By: [Signature]
Nathan Bullard
Title: Partner/owner

By: [Signature]
James C. Bullard
Title: Partner/owner

THE STATE OF TEXAS
COUNTY OF Van Zandt

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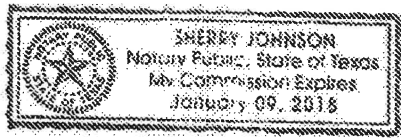


The foregoing instrument was acknowledged before me this 16th day of September, 2014, by Nathan Bullard on behalf of Bullard Brothers Property, a General Partnership, as owner/partner.

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Van Zandt

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§
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The foregoing instrument was acknowledged before me this 16th day of September, 2014, by James C. Bullard on behalf of Bullard Brothers Property, a General Partnership, as owner/partner.

[Signature]
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING at a Roome capped 1/2 inch iron rod found in the southeast Right of Way line of FM 3286, a northwest line of said 28.9936 acre tract, and also marking the northwest corner of a 10.00 acre tract of land owned by Faustino Aranda as recorded in Volume 4850, Page 743 DRCT;

THENCE with the westerly line of said 10.00 acre tract and the easterly line of said premises as follows:

South 43°49'48" East, 500.53 feet to a Roome capped 1/2 inch iron rod found; South 26°03'31" East, 575.14 feet to a Roome capped 1/2 inch iron rod found marking the southwest corner of said 10.00 acre tract;

THENCE with the south line of said 10.00 acre tract and a north line of said premises, South 87°47'44" East, 340.05 feet to a Roome capped 1/2 inch iron rod found marking the most easterly northeast corner of said premises and an interior corner of said 10.00 acre tract;

THENCE with a west line of said 10.00 acre tract and the most easterly east line of said premises, South 05°44'16" East, 10.00 feet to a Roome capped 1/2 inch iron rod found marking the most southerly southwest corner of said 10.00 acre tract, the southeast corner of said premises and being in a south line of the aforementioned 28.9936 acre tract;

THENCE with a south line of said 28.9936 acre tract, said premises, and partway along the north Right of Way line of County Road 391, North 87°47'44" west, 1002.57 feet to a point for corner from which a Government Monument found for reference bears North 01°00'45" East, 7.23 feet;

THENCE with a common line of said premises and the northeasterly and easterly Right of Way line of County Road 391 (County Road Relocation No. 25) as follows;

THENCE 01°00'45" East, passing at 7.32 feet said Government Monument and continuing for a total distance of 21.79 feet to a Government Monument found;

North 89°05'11" West, 67.20 feet to a Government monument found marking the beginning of a curve to the right;

Northwesterly along said curve having a central angle of 81°36'43", with a radius of 60.00 feet for an arc distance of 85.48 feet(chord = North 48°20'58" West, 78.42 feet) to a government 4403-02-4 found marking the end of said curve;

North 07°33'57" West, 53.97 feet to Government Monument 4403-2-5 found, North 03°47'23" East, 51.08 feet to Government Monument 4403-2-6 found, North 18°50'43" West, 50.99 feet to Government Monument found;

North 07°41'10" West, 343.25 feet to a Right of Way Monument found marking the intersection of east Right of Way line of Count Road 391 with the southeasterly Right of

Way line of FM 3286 and being the most westerly Northwest corner of herein described premises;

THENCE with the northerly line of said premises and the southeasterly Right of Way line of FM 3286 as follows;

North 40°37'13" East, 341.70 feet to a broken concrete Right of Way line Monument found marking the beginning of a curve to the right;

Northeasterly along said curve having a central angle of 00°57'13", with a radius of 2804.83 feet, for an arc distance of 46.68 feet (chord = North 41°16'16" East, 46.68 feet) to the POINT OF BEGINNING, and containing 10.682 acres of land

EXHIBIT A
CITY OF LUCAS/BULLARD
DEVELOPMENT AGREEMENT



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/12/2016 07:19:17 AM
\$58.00 SCAPELA
20160912001206880

Stacey Kemp



City of Lucas

City Council Agenda Request

February 7, 2019

Requester: Mayor Jim Olk
City Manager Joni Clarke

Agenda Item Request

Discuss future transportation projects, the 2018 Collin County Bond Program and Park and Open Space funding with Collin County Commissioner Darrell Hale.

Background Information

A meeting has been scheduled with Commissioner Hale and the City of Lucas City Council for February 15, 2019 at 8:30 am. He requested a meeting to discuss the City's top needs for road infrastructure, safety and anything else Collin County can do to assist the City of Lucas. The City has also received information pertaining to the 2018 Collin County Bond Program Criteria for Eligibility and Ranking of City Thoroughfares. As a past recipient of Collin County Park and Open Space funding, the City of Lucas would like to discuss the City's trail network and its support of Trinity Trail Preservation Association and the Blackland Prairie Raptor Center.

Attachments/Supporting Documentation

1. Draft of Collin County Talking Points for meeting with Commissioner Hale
2. Email dated January 31, 2019 from Collin County Director of Engineering regarding 2018 Collin County Bond Program

Budget/Financial Impact

NA

Recommendation

To assist the City Council in preparation for the meeting with Commissioner Hale, staff would like to develop a comprehensive list of items to be discussed as it relates to transportation projects. This information will assist with the development of the agenda for the meeting on February 15, 2019 at 8:30 am at City Hall.

Motion

NA

D R A F T

Collin County Talking Points
Meeting with Commissioner Darrell Hale
Friday, February 15, 2019 at 8:30 am @ City Hall

Transportation:

Collin County Strategic Plan

- City of Lucas position of support for the Lake Corridor alignment for the Limited-Access Roadway
- 2018 Collin County Bond Program, Criteria for Eligibility and Ranking of City Thoroughfares

State/County/City Future Projects

- Country Club
- Estates Parkway/Angel Parkway Intersection
- West Lucas Road from Country Club to West Lucas/East Lucas Intersection
- East Lucas/West Lucas Intersection
- Discuss plans for future Collin County bond proposal transportation projects

Update on City of Lucas Roadway Projects:

- Country Club Road/Estates Parkway Intersection
- Stinson Road South of Bridge
- Blondy Jhune Road from West Bridge to Winningkoff

Future City of Lucas Roadway Projects:

- Stinson Road North of Bridge
- Winningkoff Southern Section From East Lucas to Reverse Curve

Parks & Open Space:

- Support Trinity Trail Preservation Association and Protection of Trinity Trail
- Support Blackland Prairie Raptor Center

Existing Agreements:

- Law Enforcement Agreement
- Jail
- Animal Control
- Animal Shelter
- Election
- Fire

From: Teresa Nelson <tnelson@co.collin.tx.us> **On Behalf Of** Clarence Daugherty

Sent: Thursday, January 31, 2019 5:17 PM

Subject: 2018 Collin County Bond Program, Criteria for Eligibility and Ranking of City Thoroughfares

The Commissioners Court has allocated \$60,000,000 for thoroughfare improvements in Collin County cities in the recently approved bond program. The plan is to provide \$36,000,000 in May, 2020, and \$24,000,000 in May, 2022. Attached is a chart of thoroughfare projects that the County is considering for County-managed projects, State-managed projects and City-managed projects. You will note that all of the projects, no matter which entity manages the projects are in one city or another, so this is noted on this chart. The Commissioners Court feels the County is already addressing transportation issues in cities with these projects, even before we get to distributing the 2018 Bond Funds directly to cities for projects.

We plan to send out a call for projects to cities in the summer or fall of 2019. We anticipate that evaluation and funding will be complete in time to provide funding from the second year bond sale (May, 2020).

Attached is the criteria that the Commissioners Court approved on December 17, 2018, for eligibility to be considered and for ranking (ranking will be finalized prior to Call for Projects). The Court also decided to require matching funds according the size of the city in order to more realistically address the cities' ability to fund a project. The explanation of matching funds is also on the attached document.

This information is provided to you so that your City can evaluate your needs and opportunities for thoroughfare improvements in light of the criteria that has been established. Please look carefully at the "Musts" as those are conditions that have to be met in order for a project to be considered/ranked. Our schedule was based on our assumption that cities may need time to satisfy those conditions.

We will be happy to answer any questions that you have. We look forward in working with you on your projects.

Clarence Daugherty, P.E.

Collin County Director of Engineering

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McKinney, TX 75071

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Mobile 972.816.7486

cdaugherty@collincountytx.gov | www.co.collin.tx.us



City of Lucas Council Agenda Request February 7, 2019

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

An Executive Session is not scheduled for this meeting.

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. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA