



## **AGENDA**

### **City of Lucas City Council Meeting March 21, 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, March 21, 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. 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 March 7, 2019 City Council meeting. (City Manager Joni Clarke)

## Regular Agenda

---

4. Consider adopting Ordinance 2019-03-00890 annexing a territory currently in the City's extraterritorial jurisdiction consisting of approximately 10.682 acres of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.682 acres, otherwise known as 2020 East Lucas Road. **(Building Inspector Scott DeJong)**
5. Consider authorizing the City Manager to negotiate and enter into a development agreement approved by the City Attorney for the construction of an off-site drainage facility for an assisted living, memory care and retirement community on a 10-acre parcel of land of a called 17.0026-acre tract of land located in the William Snider Survey, Abstract number A0821 Tract 16. **(Development Services Director Joe Hilbourn)**
6. Provide direction to the City Manager regarding potential participation in the Collin County call for projects scheduled for mid to late 2019 utilizing funds from the 2018 Bond Program. **(City Engineer Stanton Foerster)**
7. Consider authorizing the City Manager to enter into a contract with TexasBit/APAC for the FY 18-19 roadway maintenance for Brockdale Park Road, East Winningkoff Road, Forest Grove Road, Orr Road and West Lucas Road, and appropriate the required funding for West Lucas Road and amend the FY 18-19 Budget. **(City Engineer Stanton Foerster)**
8. Discuss future capital projects to be funded with Certificate of Obligation. **(Mayor Jim Olk, City Manager Joni Clarke, City Engineer Stanton Foerster)**

## 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.*

9. An Executive Session is not scheduled for this meeting.
10. 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](http://www.lucastexas.us) on or before 5:00 p.m. on March 14, 2019.*

  
\_\_\_\_\_  
Kent Souriyasak, Special Projects Coordinator

*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 Kent Souriyasak at 972.912.1213 or by email at [kent@lucastexas.us](mailto:kent@lucastexas.us) at least 48 hours prior to the meeting.*



**City of Lucas**  
**City Council Agenda Request**  
**March 21, 2019**

Item No. 01

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 March 21, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

---

2. Items of Community Interest.

- A. 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



# City of Lucas Council Agenda Request March 21, 2019

Item No. 03

Requester: City Manager Joni Clarke

## **Agenda Item Request**

---

3. Consent Agenda:
  - A. Approval of the minutes of the March 7, 2019 City Council meeting.

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

1. Minutes of the March 7, 2019 City Council meeting

## **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  
March 7, 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  
Special Projects Coordinator Kent Souriyasak  
City Attorney Joe Gorfida  
City Engineer Stanton Foerster  
Development Services Director Joe Hilbourn  
Finance Director Liz Exum

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.**

John Ballis, 1820 Winningkoff Road, shared that two accidents have occurred recently. Both accidents occurred on Winningkoff Road and one hit the mailbox located at 1818 Winningkoff Road. Mr. Ballis indicated that he hears traffic noise from his office and that last year there was an accident at the intersection of Blondy Jhune Road and Winningkoff Road and is requesting a stop sign for the intersection. Mr. Ballis also indicated that vehicles are traveling at a high rate of speed from Orr Road and from the Winningkoff Bridge.

Michele Streiff, 1730 Winningkoff Road, lives next to the Winningkoff Bridge and expressed it is dangerous to pull in and out of the driveway. Ms. Streiff explained cars are pulling too far into the intersection of Blondy Jhune Road and Winningkoff Road and the traveling public is not stopping at the stop sign at the intersection of East Winningkoff Road and Orr Road.

Bob Streiff, 1730 Winningkoff Road, requested the City's assistance with a neighbor's German Shepherd that is barking nonstop.

## 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.

There was no legislative update given at this meeting.

Mayor Olk requested a moment of silence in memory of Lucas citizen and friend, Karen Campbell.

Mayor Olk discussed other items of community interest that included:

- The Texas Trash Off Cleanup event scheduled for April 6, 2019 that would coincide with the electronic recycling event also scheduled for that same day.
- The City's Founders Day event was scheduled for May 11 from Noon to 4 pm.
- Mayor Pro Tem Peele is looking to expand the Stick Horse Stable for the Stick Horse Rodeo and donations will be appreciated. Mayor Pro Tem Peele indicated that the April City Council meetings will have some special attendees.
- Councilmember Fisher mentioned the historical display at Founders Day and indicated that it is a great opportunity to learn more about our City.
- NTMWD Board of Directors meeting was attended by Councilmember Fisher and referred the public to the NTMWD website if they want more information about the Bois d'Arc Lake.
- Mayor Olk noted that the City would be holding their General and Special Election on May 4 that included City Council seats 5 and 6 on the ballot, as well as renewing the Fire District along with the one-half percent sales tax allocated towards the district. Early voting would be held April 22 through April 30.
- Mayor Olk indicated that HB 2178 filed by Representative Noble and SB 1378 filed by Senator Paxton addresses changes to the Texas Emergency Service Retirement System.
- Mayor Olk attended the Emergency Preparedness meeting at NCTCOG. Councilmember Steve Duke will serve as an alternate member if the Mayor cannot attend. The City will need to file the appropriate documentation.
- Joni Clarke discussed Stinson Road and Blondy Jhune Road Traffic Control Plans Public Meetings scheduled for:
  - Stinson Road (Parker Road to Bristol Park) - Monday, March 18 from 6:30 pm to 7:30 pm.
  - Blondy Jhune (Hendricks Farm to Winningkoff) - Tuesday, March 19 from 6:30 pm to 7:30 pm

## Consent Agenda

---

### 3. Consent Agenda.

- A. Approval of the minutes of the February 21, 2019 City Council meeting.
- B. Approval of amending the Fiscal Year 18/19 budget to reallocate funds totaling \$582,838.82 for capital improvements previously approved in Fiscal Year 17/18.

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

## Regular Agenda

---

### 4. Consider the request by Anita Amadi of 2540 West McGarity Lane to install a gate on Allison Lane and discuss maintenance and possible construction of Allison Lane and public safety access.

Anita Ahmadi expressed concern that other people are using her driveway to access commercial tracts along Angel Parkway. Ms. Ahmadi has access rights to a nonexclusive easement which has also been dedicated for public use as right of way for a future roadway. The City of Lucas has not yet built this roadway but does mow the right of way on a periodic basis.

Development Services Director Joe Hilbourn presented information regarding possible options to address Ms. Amadi's request for a gate on Allison Lane.

Ms. Amadi is concerned about the use of millings that may have pieces of metal in it and thanked the City Council for considering her request.

Councilmember Lawrence asked about the metal in the millings and Mr. Hilbourn indicated that it was asphalt and it should not have metal in it.

Mayor Pro Tem Peele indicated that she has used millings and liked the results.

Mayor Olk indicated that he drove on Allison Lane and is not in favor of a gate at McGarity Lane but is okay with a gate at the access road to Pennington Drive, and the gate should be paid for by Ms. Amadi and the City would maintain the portion of the road from the gate to McGarity Lane.

Mayor Pro Tem Peele does not support the gate.

Councilmember Baney does not support the installation of a gate on a public road but supports the City doing maintenance once or twice a year.

Ms. Amadi asked when Allison Lane will be constructed. The City could not provide her with the timeline for the construction of the roadway as it is not on the schedule for the next 25 years.

Councilmember Millsap indicated that if Ms. Amadi wants a gate at her driveway, she can put one at her property and Ms. Amadi indicated that she has a gate at her property. Councilmember Millsap



asked about signage and City Engineer Stanton Foerster indicated there is a dead end at Allison Lane. Councilmember Millsap likes the idea of using the millings.

Councilmember Duke asked about Walmart access from Allison Lane.

Councilmember Baney does not see a need to worry about vehicles accessing Walmart from Allison Lane.

**MOTION:** A motion was made by Councilmember Millsap seconded by Councilmember Duke to maintain Allison Lane with millings and deny the installation of the gate.

The motion passed unanimously by a 7 to 0 vote.

**5. Discuss funding strategies for future water and roadway infrastructure projects including issuance of Certificates of Obligation and the potential impact to the existing property tax rate.**

Mark McLiney with SAMCO, the City's Financial Advisor, presented information pertaining to the possible issuance of Certificate of Obligations. The City is evaluating to issue debt in the amount of seven or nine million dollars. With a seven-million-dollar issuance, it would fund \$5,670,000 of general fund projects and \$1,330,000 in the water utility fund. The current interest and sinking rate, or I&S rate, for the City of Lucas is 10.09 which is about one third of the total tax rate. For the last seven years, the City of Lucas has experienced 10% growth. The model that is being presented uses 8% growth for 2019, 5% for 2020 and 2021 and 2% for 2022. The estimated I&S rate would increase to approximately 11.25% for three years and then it would drop below to where we are now as 10.09%.

Mr. McLiney indicated that the City has well managed funds with pay-as-you-go projects and that we should be proud of what we have accomplished fiscally over the past five years. The City has excellent reserves in both the General Fund and the Utility Fund to offset any potential downturns in the economy. Mr. McLiney also indicated that if the City wanted to issue nine million dollars in Certificate of Obligations, it would increase the I&S tax rate to approximately 11.8%. This would provide \$7,290,000 for General Fund projects and \$1,710,000 for Utility Fund projects. The additional projects that are being considered include the design of the western section of Snider Lane and the bridge and the middle section of Stinson Road and the bridge. The design costs are estimated to be \$1,640,000 and these projects could be added for approximately a penny in tax.

Mr. McLiney believes that the I&S tax rate will be less but wants to show the worst-case scenario. Mr. McLiney reminded the City Council that they have an AA + bond rating which is the second highest available to issuers. Mr. McLiney reviewed the timeline and milestones for the issuance of debt. The Notice of Intention (NOI) Resolution to issue the Series 2019 Certificate of Obligation would need to be authorized by the City Council at the June 20, 2019 City Council meeting.

Councilmember Lawrence wants to ensure that the public is informed.

The City Council and staff discussed the residential growth of the City including permits, development and value of houses in Lucas.

Mayor Pro Tem Peele indicated that she realizes people are sensitive about tax rates and debt, but also understands that they want the roads improved. Mayor Pro Tem Peele believes we have been prudent and have managed the financial condition of the City well.

Councilmember Millsap indicated that the numbers are conservative and do not include the freeze values in the amount of approximately \$355,000. Councilmember Millsap advocated that the City needs to get our roads replaced not patched.

Councilmember Duke asked about the County Funding for some of these projects and the timing. City Engineer Stanton Foerster responded that we are looking at applying for funding in the summer or fall of 2019.

Councilmember Lawrence asked about falling short and Mr. Foerster indicated it was a possibility.

Mayor Pro Tem Peele brought up the bait shop intersection and that it is important to have funding for these types of projects.

Councilmember Millsap asked about moving forward with an amount and whether it could be lowered. Mr. McLinney indicated yes, as the NOI Resolution indicates an amount not to exceed. The City will have two internal debt service schedules and you can always adjust after the fact between the General Fund and the Utility Fund and these are business decisions that the City Council will make.

Councilmember Lawrence asked if the money derived from the debt issuance could be refunded if the City received funding from other sources. Mr. McLinney responded that it could not as the Certificate of Obligation typically have a 10-year call.

Councilmember Fisher supports the water projects but has a concern with the street projects. We cut the maintenance and operations (M&O) tax rate and what is being proposed is a 12% increase on the I&S tax rate. Councilmember Fisher expressed concern about Winningkoff Road becoming a cut through street. Councilmember Fisher also expressed that the City's bridges and some of the drainage issues are appropriate for Certificate of Obligation projects. Councilmember Fisher indicated that a Certificate of Obligation should be used for safety projects. All the debt that has been issued by the City has been a Certificate of Obligation. Councilmember Fisher indicated that fixing the road at Willow Springs Middle School is a priority. Councilmember Fisher shared that the City of Fairview is asking for a similar amount of debt to be issued and they are taking it to the voters.

Councilmember Millsap believes that we have pushed our roads out and we have the assessed values and growth to fund projects. Councilmember Millsap indicated that we may have a problem in the future and may not be able to fund some projects in the future. Councilmember Millsap stated that the City has 14 months of reserve in General Fund with many cities only having three months.

Councilmember Lawrence, Mayor Pro Tem Peele and Councilmember Baney would like to re-evaluate the projects. Councilmember Baney indicated that he sees reconstruction and repair of our roadways as a safety issue. The City Council discussed revisiting the projects with several councilmembers supporting the reconstruction of the City's bridges.

Councilmember Duke does not like debt but supports the nine million because the number one thing he hears from our citizens is we have to fix our roads. This is the number one complaint. We need to focus on the real safety issues as the priority.

Councilmember Lawrence wants to evaluate roadway projects as there are a significant number of roadways that need to be fixed.

Mayor Olk clarified that the City Council is not tied to the list of projects. The two questions to consider are does the City have the capacity to take on the debt and the other issue is whether the City should consider Certificate of Obligation or General Obligation Bonds.

Mayor Pro Tem Peele wants to make the bait shop intersection a priority and taking the debt issuance to a vote would cost more money to conduct the election.

Councilmember Baney indicated that if people are concerned about it, they will have the opportunity to come to the City Council meetings and express their opinions.

Councilmember Lawrence wants to be sure to identify the safety projects.

Mayor Pro Tem Peele appreciates the sensitivity of debt but considering what the City Council is trying to do, she believes the citizens would understand.

Councilmember Duke shared that the inflation rate is 0.8% per month.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to approve obtaining funding for future roadway and water reconstruction projects identified in the City's Capital Improvement and Thoroughfare Plans and authorize City Staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation in an amount not to exceed nine million.

The motion passed by a 6 to 1 vote. Councilmember Fisher voting Nay.

**6. Consider the request by O'Reilly Auto parts for approval of the landscape plan, site plan, and architectural plan for a tract of land being 1.140 acres located in the William Snyder Survey, ABS #821, otherwise known as Lot 1, Block A of the O'Reilly addition that is located north of 571 South Angel Parkway.**

Development Services Director Joe Hilbourn provided the City Council with a presentation regarding the development. The landscape plan, site plan and architectural plan complies with the City's requirements and was unanimously approved by the Planning and Zoning Commission.

Mayor Pro Tem Peele asked if the development had direct access to Angel Parkway. Mr. Hilbourn responded that they did not, but they did request it and was denied by TxDOT.

Councilmember Lawrence indicated that traffic in the area is significant.

Mr. Hilbourn shared that the construction of Lucas Plaza Phase 2 is using some of the parking.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Duke to approve the request by O'Reilly Auto Parts for landscape plan, site plan and architectural plan for a tract of land being 1.140 acres located in the William Snyder Survey, ABS #821, otherwise known as Lot 1, Block A of the O'Reilly addition.

The motion passed unanimously by a 7 to 0 vote.

**7. Review Article III of the City Charter and provide direction to the City Attorney regarding any proposed amendments to be considered as part of a Charter update.**

The City Attorney review proposed amendments to Article III of the City's Home Rule Charter. The proposed revisions discussed included:

- Deleting transitional provisions
- Clarify the qualification language
- Remove the referral of taxes in the arrears as it is no longer allowed
- Remove language about filing and city hall not remaining open as it is not necessary
- Filling a vacancy by four affirmative votes of the City Council so the City would not be required to call a special election (some councilmembers are not in favor of this change)
- Change residency requirement to one year for the minimum time as a resident

Mayor Olk will wait to review the whole charter and then decide if an election is warranted.

Councilmember Fisher asked about the Denton County issue and a Mayor holding the position of County Appraiser.

**MOTION:** No action was taken.

## **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 Councilmember Lawrence to adjourn the meeting at 8:57 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

---

Mayor Jim Olk

---

Joni Clarke, City Manager



Item No. 04

**City of Lucas**  
**City Council Agenda Request**  
**March 21, 2019**

Requester: Building Inspector Scott DeJong

**Agenda Item Request**

---

Consider adopting Ordinance 2019-03-00890 annexing a territory currently in the City's extraterritorial jurisdiction consisting of approximately 10.682 acres of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.682 acres, otherwise known as 2020 East Lucas Road.

**Background Information**

---

This property has an approved annexation agreement that requires annexation at the time of building permit application. Mr. Cary Cobb submitted a voluntary annexation application along with his building permit application in compliance with the approved annexation agreement. The two required public hearings were conducted at the February 21, 2019 City Council meeting.

**Attachments/Supporting Documentation**

---

1. Ordinance 2019-03-00890 Annexation – Cary L. and Sharon C. Cobb Property

**Budget/Financial Impact**

---

NA

**Recommendation**

---

City Staff recommends approval of the voluntary annexation.

**Motion**

---

I make a motion to approve/deny adopting Ordinance 2019-03-00890 annexing a territory currently in the City's extraterritorial jurisdiction consisting of approximately 10.682 acres of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.682 acres, otherwise known as 2020 East Lucas Road.

**ORDINANCE #2019-03-00890**  
**[ANNEXATION – CARY L. AND SHARON C. COBB PROPERTY]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LUCAS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE A ±10.682-ACRE TRACT OF LAND WITHIN THE CITY’S LIMITS, SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF THE TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this ordinance pertains to the hereinafter described territory consisting of a ±10.682-acre tract of land 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, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”, attached hereto and made a part hereof for all purposes; and

**WHEREAS**, the City Council of the City of Lucas has been presented with a petition requesting annexation; and

**WHEREAS**, after the City Council of the City of Lucas provided the requisite notices in accordance with Chapter 43 of the Texas Local Government Code, two public hearings were conducted before the City Council on February 21, 2019; and

**WHEREAS**, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “C”; and

**WHEREAS**, the territory to be annexed lies within the exclusive extra territorial jurisdiction of Lucas, Texas; and

**WHEREAS**, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Lucas has concluded that said territory should be annexed to and made a part of the City of Lucas, Texas;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:**

**SECTION 1.** That the territory consisting of a ±10.682-acre tract of land, more or less, and more particularly described and identified in Exhibit “A” and Exhibit “B”, is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

**SECTION 2.** The boundary limits of the City of Lucas, Texas, shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the property described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City of Lucas, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**SECTION 3.** That the service plan for the territory is approved by the City Council of the City of Lucas, which is attached hereto as Exhibit “C” and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Lucas.

**SECTION 4.** That to the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

**SECTION 5.** That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21<sup>st</sup> DAY OF MARCH, 2019.**

APPROVED:

---

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph J. Gorfida, Jr., City Attorney  
(02-06-2019:TM105905)

---

Stacy Henderson, City Secretary



**EXHIBIT "A"**  
**Metes and Bounds**  
**City of Lucas/Cobb 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;

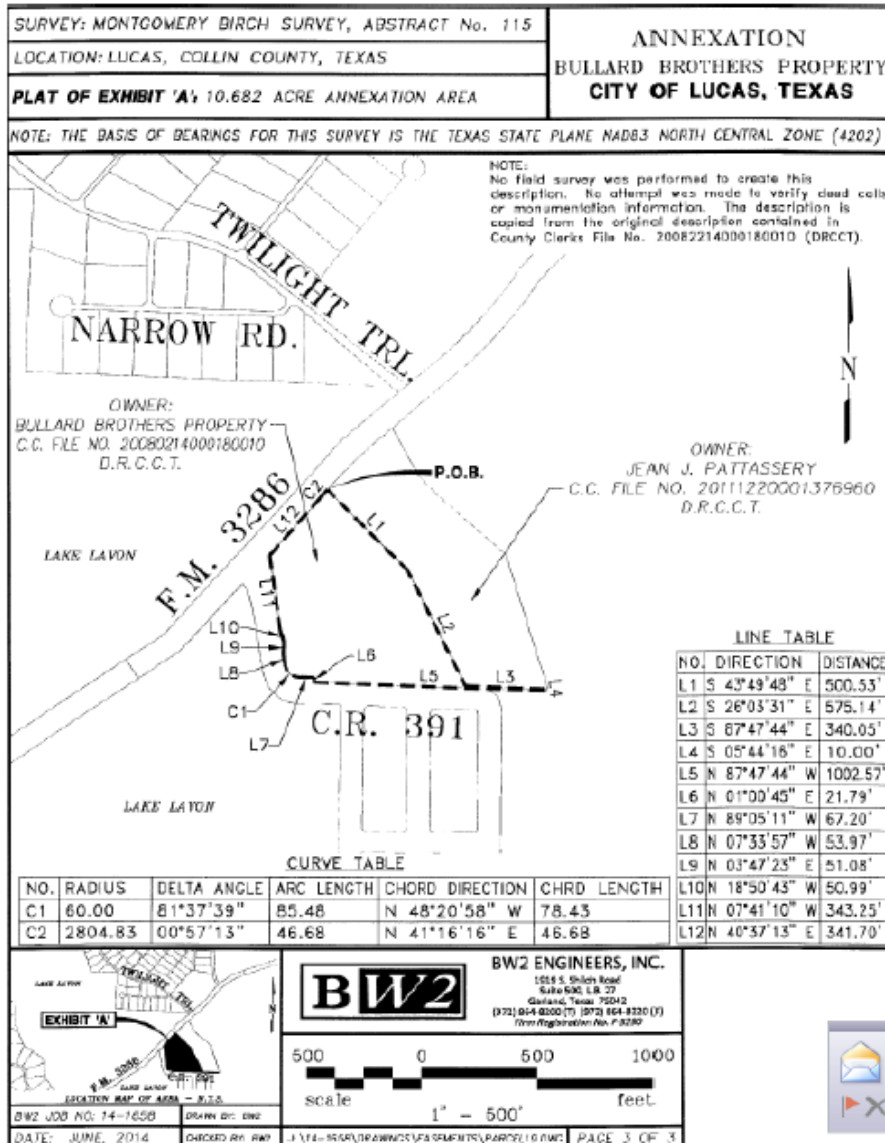
North 07°41'10" West, 343.25 feet to a Right of Way Monument found marking the intersection of east Right of Way line of Count Road 391 with the southeasterly Right of Way line of FM 3286 and being the most westerly Northwest corner of herein described premises;

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 City of Lucas/Cobb Property



**EXHIBIT “C”  
Service Plan  
±10.682-Acre Annexed Tract (Cobb Property)**

**ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS**

For the territory consisting of a ±10.682-acre tract of land, more or less, and which is more particularly described and identified in Exhibit “A” and Exhibit “B” attached hereto.

**FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION**

**1. POLICE PROTECTION**

The City of Lucas, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

**2. FIRE PROTECTION AND AMBULANCE SERVICE**

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

**3. SOLID WASTE COLLECTION**

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

**4. WATER FACILITIES**

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

**5. MAINTENANCE OF ROADS AND STREETS**

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density.

**EXHIBIT “C”**  
**Service Plan**  
**±10.682-Acre Annexed Tract (Cobb Property)**

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

**CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS**

1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Lucas, Texas, with the same or similar topography, land use and population density.

2. WATER AND WASTE WATER FACILITIES

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being administered to other parts of Lucas, Texas, with the same topography, land use and population density.

**EXHIBIT “C”**  
**Service Plan**  
**±10.682-Acre Annexed Tract (Cobb Property)**

3.       ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

4.       CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

**SPECIFIC FINDINGS**

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.



# City of Lucas

## City Council Agenda Request

### March 21, 2019

Item No. 05

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

---

Consider authorizing the City Manager to negotiate and enter into a development agreement approved by the City Attorney for the construction of an off-site drainage facility for an assisted living, memory care and retirement community on a 10-acre parcel of land of a called 17.0026-acre tract of land located in the William Snider Survey, Abstract number A0821 Tract 16.

#### **Background Information**

---

The Parcel is currently zoned C for Commercial Business. The proposed use of the assisted living, memory care and retirement community require a specific use permit (SUP). Mr. Patel is proposing a combination of 39,502 square feet of assisted living and 5,924 square feet of memory care in one facility, plus 17 duplexes for a total of 34 retirements homes, and one club house.

The proposed improvements of stormwater run-off drain to an area that has been an ongoing concern for drainage. Surrounding property owners in Fox Glen and properties along McGarity Lane have expressed concerns about drainage in the area.

The purpose of the proposed agreement is to address the drainage concerns in the area and address the responsibilities of the City and the developer. The developer would be responsible for designing the project, oversite of the project, and repairing the drainage in the area. Exhibit A, B, C and D are concepts plans for the repair work, the site, legal description for the proposed work, and the legal description for the property. The City would be responsible for obtaining the easements for the project and waiving impact fees, platting fees, and other fees normally charged by the City. The City may also need to participate in costs above reimbursement to meet the City's required proportional share of the costs for the project.

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

---

1. Site Plan
2. Development Agreement
3. Preliminary Cost Estimate
4. Preliminary Reimbursement Spreadsheet
5. Drainage Improvements Concept Plan

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

---

Undetermined



# City of Lucas

## City Council Agenda Request

### March 21, 2019

#### **Recommendation**

---

The developer of the project is asking to be credited and reimbursed for the entire project. City staff recommends approving the project in principle and credit reimburse the amount directly proportional to the City's share of the project, and the developer pay for the costs directly proportional to the work that benefits the proposed project.

The exact fees cannot be determined until the project has been designed. Attached is a preliminary cost estimate. After the fees have been established, we can bring the agreement back with exact costs. The developer needs the assurance before moving forward with the design that is a project the City is willing to participate in.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to negotiate and enter into a development agreement approved by the City Attorney for the construction of an off-site drainage facility for an assisted living, memory care and retirement community on a 10-acre parcel of land of a called 17.0026-acre tract of land located in the William Snider Survey, Abstract number A0821 Tract 16.



SOUTH ANGEL PARKWAY

70 UNIT/91 BED - 1 STORY ASSISTED LIVING & MEMORY CARE CENTER  
70,048 SF

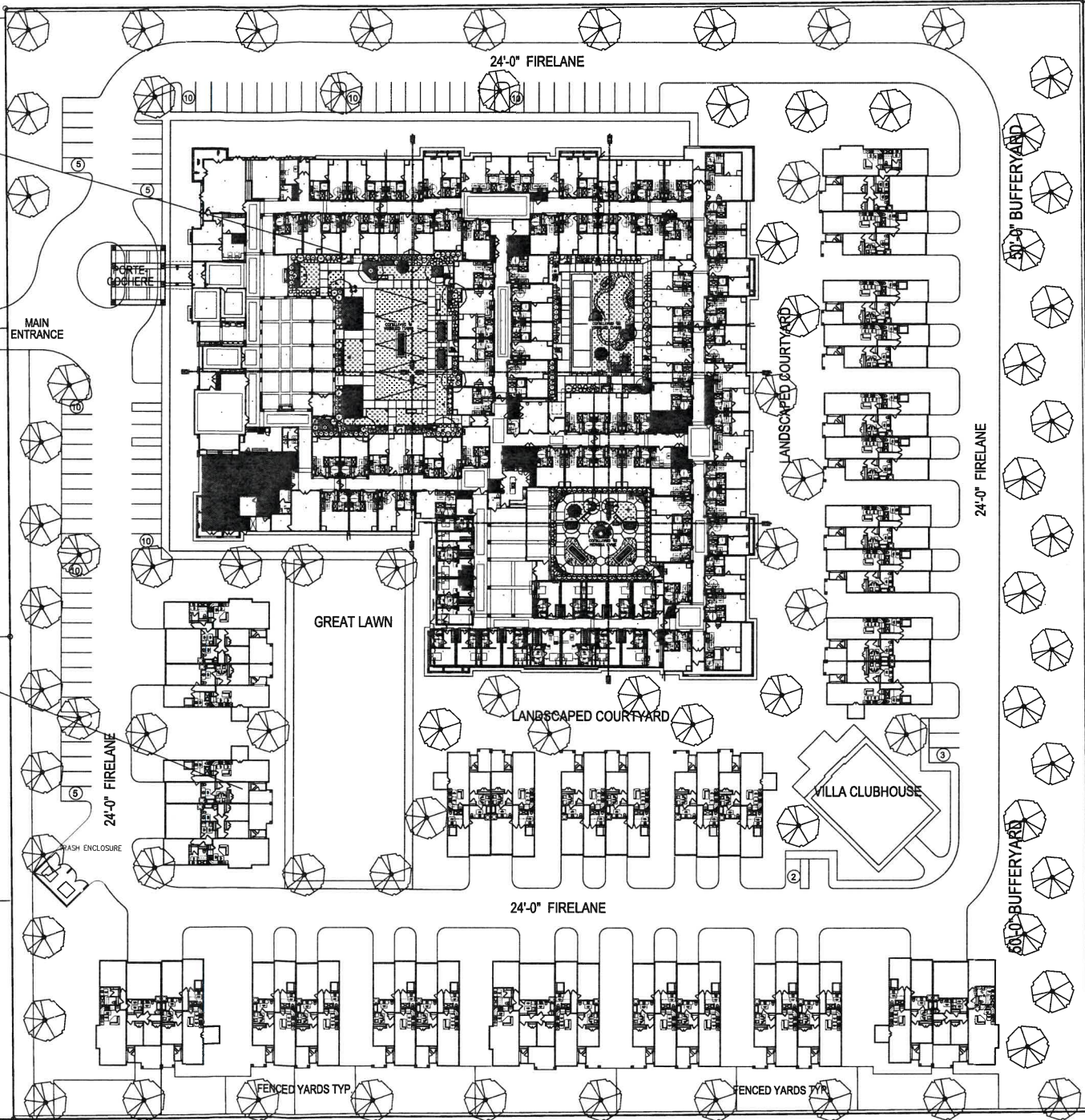
EXISTING FIRE LANE ACCESS

MAIN ENTRANCE

34 ONE-STORY VILLA UNITS W GARAGES

SITE PLAN #1

10.0 ACRES



# THE GRANDVIEW

Lucas, Texas

ARRIVE  
ARCHITECTURE GROUP  
Architecture  
Planning  
Project Management

2441 HUNTERS TRAIL, SUITE 101 • HOUSTON, TEXAS 77057 • WWW.ARRIVEAG.COM  
281.274.6284 • 281.274.6284

REVISION	

DRAWN BY:	CHECKED BY:
2018	
ISSUED FOR:	DRAW NO.
REVIEW	
SCALE:	
AS NOTED	

STATE OF TEXAS §  
COUNTY OF COLLIN §

**DEVELOPMENT AGREEMENT**  
**Ascend Partners Group**  
**The Grandview Project**

This Development Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Ascend Partners Group (“Developer”), whose place of business for purposes of this Agreement is 663 South Rancho Santa Fe Road, Suite 211, San Marcos, California 92078, and the City of Lucas, Texas (“City”), whose place of business for purposes of this Agreement is 665 Country Club Road, Lucas, Texas 75002-7651. Developer and the City are sometimes referred herein together as the “Parties” and individually as a “Party”.

**Recitals:**

1. Developer is the owner of approximately 10 acres of real property located in Lucas, Collin County, Texas, and being more particularly described and depicted in Exhibits “A” and “B” (the “Property”), and intends to construct the Ascend Residential Project (the “Project”), an assisted living and memory care facility, consisting of not more than 45 units on the Property, as described in the Site Plan attached as Exhibit “C”.

2. City desires to construct on an off-site drainage facility located at the southeast corner of Angel Parkway and McGarity Lane, to provide drainage for the Property and Project, as described and depicted on Exhibit “D” (the “Improvements”).

3. Developer shall design and construct the off-site drainage facility in exchange for the City’s agreement to waive the water and roadway impact fees associated with the development of the Project for the actual costs of the City’s portion of the Improvements and to provide all required easements and approval from adjacent property Developers for the Improvements.

**Section 1. Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“Effective Date”). This Agreement shall remain in full force and effect from the Effective Date until Developer and the City have completed their respective obligations hereunder.

**Section 3. Definitions.**

“ARP” shall the Ascend Residential Project, an assisted living and memory care facility, consisting of not more than 45 units on the Property, as described in the Site Plan attached as Exhibit “C”.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency , appointment of receiver for any part of such Party's

property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall mean the City of Lucas, Texas, acting by and through its City Manager, or other designated representative.

"City Engineer" shall mean the City Engineer or designee for the City of Lucas, Texas.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained. (ii) all necessary permits for the construction of the Improvements have been issued by all applicable governmental authorities; (iii) the contract for the construction of the Project has been awarded by the Developer; and (iv) the construction of the Project has commenced.

"Completion of Construction" shall mean (i) the construction of the Project has been substantially completed in accordance with the Approved Plans and delivered to the City; and (ii) the Project has been accepted by the City in writing.

"Developer" shall mean Ascend Partners Group.

"Effective Date" shall mean the last date of execution hereof by Developer and City.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Impact Fees" shall mean water and roadway impact fees.

"Impact Fee Waiver" shall mean the waiver of one hundred percent (100%) of the water and roadway impact fees charged by the City against the Property ("Impact Fees") not to exceed the cost of the Improvements.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by Developer within the City.

“Improvements” shall mean the design, development and construction of the Off-Site Drainage Facility, as described in the Site Plan attached as Exhibit “C”.

“Off-Site Drainage Facility” shall mean the Offsite Drainage Facility as described in Exhibit “\_\_\_\_\_”.

“Property” shall mean the real property described and depicted in Exhibits “A” and “B” attached hereto and incorporated herein by reference.

**Section 4. Design and Construction of Off-Site Drainage Facility.**

Developer agrees to design and construct the Off-Site Drainage Facility in accordance with the applicable standards, ordinances and regulations adopted by the City and Approved Plans (“City Standards”). Developer shall submit plans for the alignment, design and construction (the “Approved Plans”) of the Improvements to the City for review and approval by the City Engineer. The Approved Plans shall include an estimated cost of design and construction of the Improvements (the “Actual Costs”). Subject to extensions for delays caused by events of Force Majeure, Developer agrees to cause Commencement of Construction of the Improvements within ninety (90) days after the later of the date all necessary and required easements have been acquired by the City and delivered to Developer, in the reasonable opinion of Developer, and the Approved Plans for the Improvements have been approved by the City. No certificate of occupancy shall be issued for the Project by the City until Completion of Construction of the Improvements.

**Section 5. Impact Fee Waiver.**

- A. Upon Completion of the Improvements and subject to Developer’s satisfaction, of all the terms and conditions of this Agreement, and the obligation of Developer to repay the Impact Fee Waiver pursuant to Section 6 hereof, the City agrees to waive the collection of the Impact Fees assessed against the Project in the amount not to exceed \$\_\_\_\_\_ (the Actual Costs of the City portion of Improvements). If the Actual Costs of the City’s portion on the Improvements exceeds the amount stated herein, the City shall reimburse the Developer for the total approved and verifiable costs of Actual Costs of the construction of the Improvements up to a maximum reimbursable amount of \_\_\_\_\_.
- B. Under no circumstances shall the City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Developer. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.
- C. Notwithstanding any other provisions of this Agreement, the City shall have no obligation or liability to provide the Impact Fee Waiver except as allowed by law.

**Section 6. Termination; Repayment.**

A. Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (i) by mutual written agreement of the Parties;
- (ii) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (iii) by the City, if (i) any Impositions owed to the City or the State of Texas by Developer shall have become delinquent, and (ii) such delinquency is not cured by Developer within thirty (30) days after receipt of written notice thereof from the City (provided, however, Developer retains the right to timely and properly protest and contest any such taxes or Impositions);
- (iv) by City, if Developer suffers an Event of Bankruptcy or Insolvency; or
- (v) upon written notice, by the City or Developer, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

B. Repayment. In the event the Agreement is terminated by the City prior to the Expiration Date pursuant to Section 6A (ii), (iii), (iv) or (v), Developer shall immediately pay to the City an amount equal to the Impact Fee waived provided by the City to Developer immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Developer set forth in this Paragraph 6(b) hereof shall survive termination.

C. Offsets. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court.

**Section 7. Authority of Developer.**

Developer represents and warrants to City that Developer is duly authorized to transact business in the State of Texas. Developer has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer enforceable in accordance with its terms, except as such enforceability may be affected by applicable bankruptcy laws and similar laws affecting creditors' rights or by equitable principles, whether arising in a case at law or in equity.

**Section 8. Notice.**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U. S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City:

Attn: Joni Clarke  
City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002-7663  
Phone: 972-727-1242

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Phone: 214-965-9900

**Section 9. Recording; Covenant Running with the Property.** This Agreement shall be recorded in the real property records of Collin County, Texas. THIS AGREEMENT AND ALL OF ITS TERMS, CONDITIONS, AND PROVISIONS IS AND SHALL CONSTITUTE A RESTRICTION AND CONDITION UPON THE PROJECT AND ALL PORTIONS THEREOF AND A COVENANT RUNNING WITH THE PROJECT AND ALL PORTIONS THEREOF, AND IS AND SHALL BE BINDING UPON DEVELOPER AND ALL OF ITS HEIRS, SUCCESSORS, AND ASSIGNS AND THE FUTURE DEVELOPERS OF THE PROPERTY AND ANY PORTION THEREOF; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

**Section 10. Miscellaneous.**

A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Collin County, Texas.

B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

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

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

G. This Agreement is made subject to the existing provisions of the Charter of the City of Lucas, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

I. This Agreement may be only amended or altered by written instrument signed by Developer and the City.

J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements

between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

**L. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**PARTIES' ACKNOWLEDGEMENT OF LUCAS' COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW, AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS; AND DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT AND OTHER DEVELOPMENT OBLIGATIONS IMPOSED BY THE CITY UPON THE HAYES CROSSING DEVELOPMENT.**

**DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

- (I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT AND THE OTHER DEVELOPMENT OBLIGATIONS IMPOSED BY THE CITY UPON THE PROJECT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
  - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
  - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
  - (C) NUISANCE; AND/OR**
  - (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.****
- (II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE PROJECT PLACES ON THE CITY'S INFRASTRUCTURE.**
- (III) DEVELOPER HEREBY AGREES THAT ANY INFRASTRUCTURE THAT IT CONSTRUCTS OR PROPERTY THAT IT CONVEYS TO THE CITY PURSUANT TO THIS AGREEMENT AND THE OTHER DEVELOPMENT OBLIGATIONS IMPOSED BY THE CITY UPON THE PROJECT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH INFRASTRUCTURE AND LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIMS THEREFORE**



THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID INFRASTRUCTURE AND CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF THE PROJECT ON THE CITY'S INFRASTRUCTURE. DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

- (IV) DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.
- (V) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- (VI) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

*(signature page to follow)*

**EXECUTED** in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LUCAS, TEXAS**

By: \_\_\_\_\_  
Joni Clarke, City Manager

**Approved as to Form**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(03-06-2019:TM106581)

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF COLLIN**   §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Joni Clarke, City Manager of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Signature of Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**EXECUTED** in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ASCEND PARTNERS GROUP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

§  
§  
§

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Ascend Partners Group, in his/her capacity as \_\_\_\_\_ of Ascend Partners Group known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Signature of Notary Public,  
State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

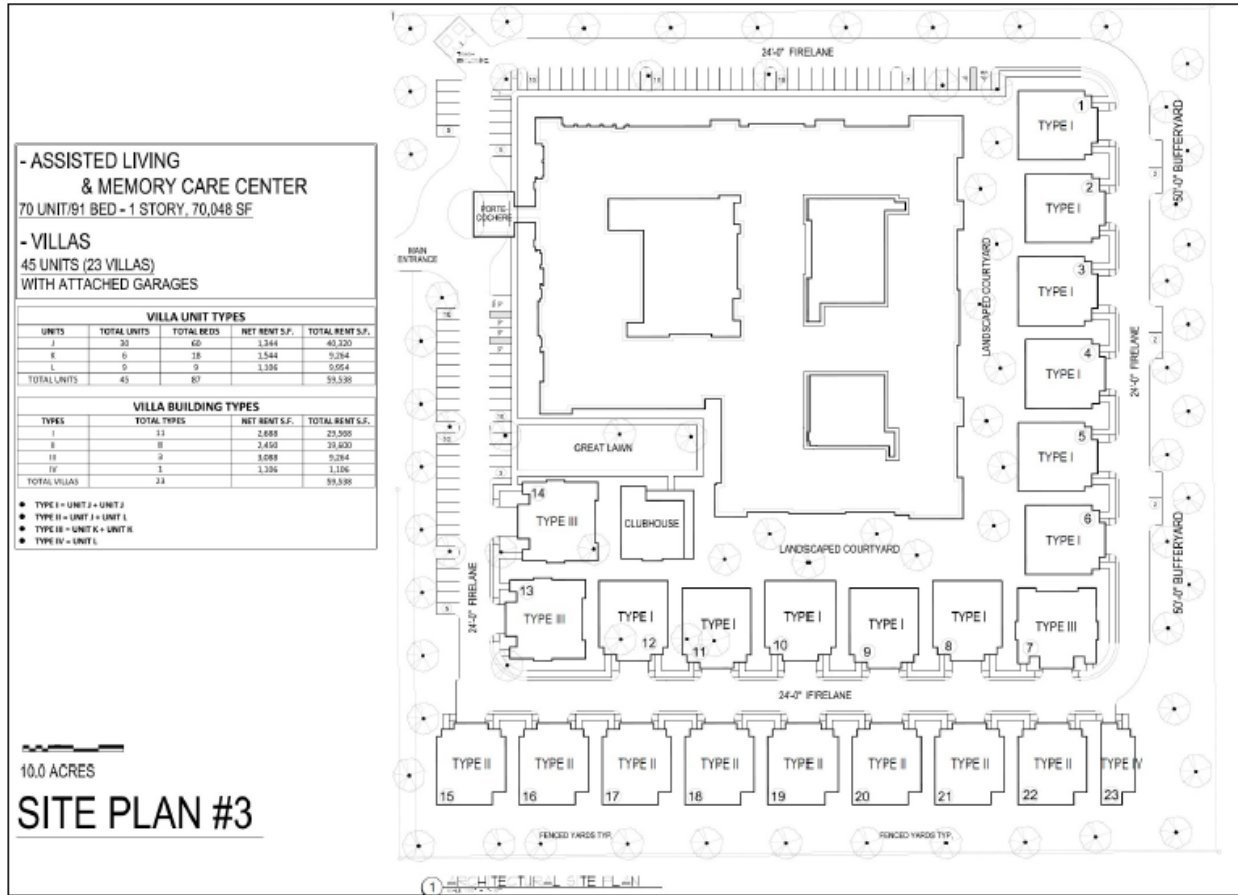
**Exhibit A  
Concept Plan  
Drainage Improvements**

DRAFT

**Exhibit B  
Proposed Site Plan**

DRAFT

## Exhibit C Proposed Site Plan



**Exhibit D  
Concept Plan  
Drainage Improvements**



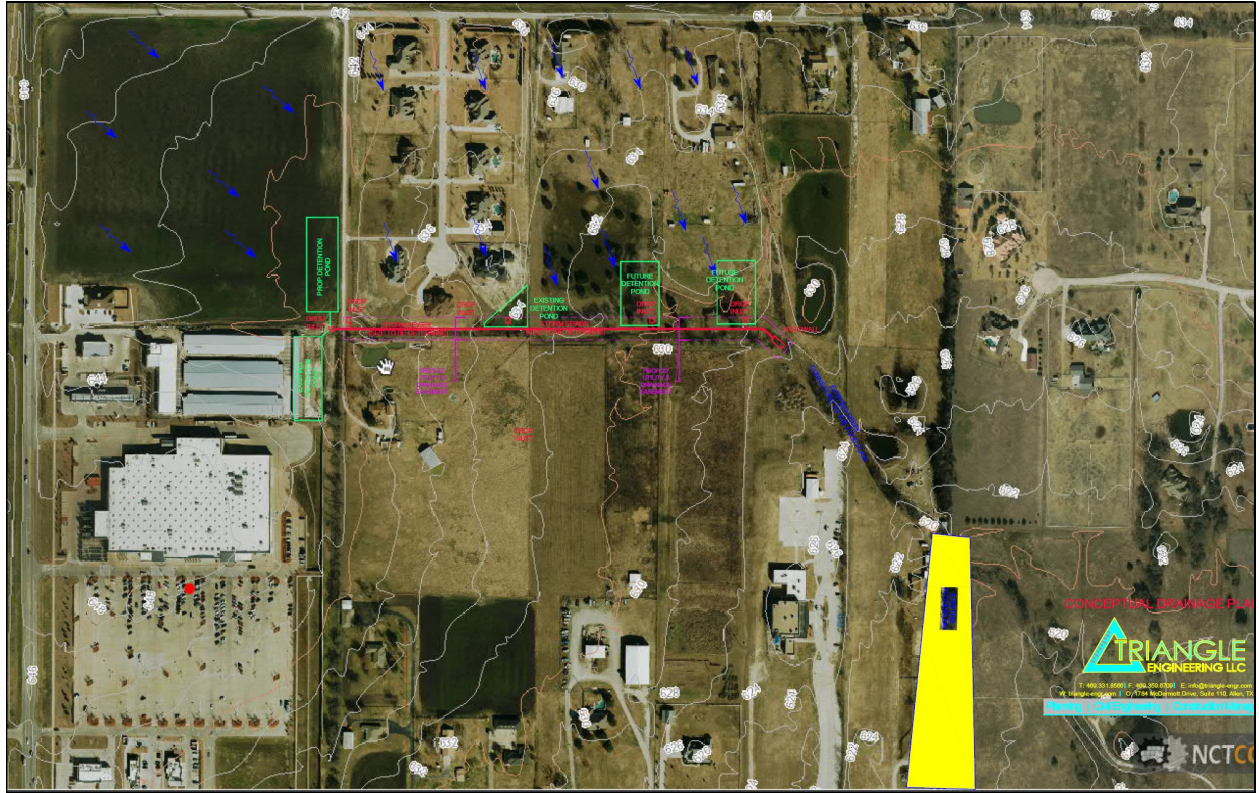
**Term Sheet**  
**1/28/2019**

Pursuant to our recent discussions, we would like to outline a possible structure for the Off Site Drainage Project.

- I. Parties: Ascend Partners and/or affiliates ("Ascend") and the City of Lucas, Texas ("Lucas").
- II. Project: Located on the SEC of Angel Parkway and McGarity Lane, Lucas, Texas, as more specifically described in the attached Exhibit A (Conceptual Drainage Plan as prepared by Triangle Engineering) ("Project").
- III. Schedule: The scope of work, as described below, will begin at the receipt of all permits for the Ascend Residential Project as attached as Exhibit B ("ARP") and be complete in the Ascend project timeline.
- IV. Scope:
  - A. Ascend will construct the offsite drainage facility, as more fully described in Exhibit A attached.
  - B. Lucas will deliver access to the land (including required easements) and any other requisite approvals from property owners for the improvements require of the offsite improvements ("Land").
  - C. The Project will be completed in the same timeline as the ARP.
  - D. Land will be delivered fully entitled and clear of any title/environmental issues.
- VI. Economics:
  - A. The tabular summary of the estimated cost of the Project is attached as Exhibit C.
  - B. Ascend will pay for costs associated with the Project up to 100% of the Lucas city fees ("Fees").
  - C. Lucas will waive all Fees in connection with the issuance of building permits for improvements on the ARP in exchange for the construction costs of the Project.
  - D. After the Completion of the Project and the Lucas verification of such costs, Lucas agrees to pay Ascend any cost that exceeds the value of the waived Fees, not to exceed 10% of the Fees ("City's Cost Participation").
- VII. Non-Binding Agreement: This memorandum of understanding is non-binding and its purpose is to set forth the general parameters of a possible transaction relating to the Project. Upon agreement of this letter of understanding, the parties will work together to reach agreement on a more detailed term sheet that will be used as the basis for drafting a final agreement. Nothing shall be binding on either party until such time as a formal agreement has been signed and delivered to both parties.



EXHIBIT "A"



# EXHIBIT "B"

- ASSISTED LIVING  
& MEMORY CARE CENTER  
70 UNIT/91 BED - 1 STORY, 70,048 SF

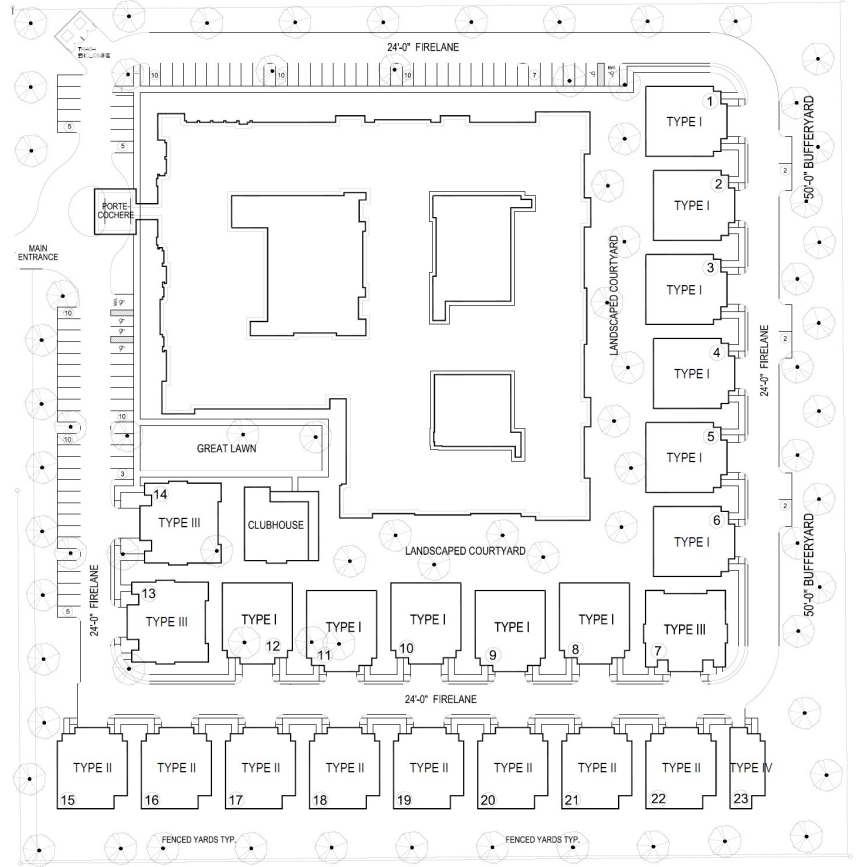
- VILLAS  
45 UNITS (23 VILLAS)  
WITH ATTACHED GARAGES

VILLA UNIT TYPES				
UNITS	TOTAL UNITS	TOTAL BEDS	NET RENT S.F.	TOTAL RENT S.F.
J	30	60	1,344	40,320
K	6	18	1,544	9,264
L	9	9	1,106	9,954
<b>TOTAL VILLAS</b>	<b>45</b>	<b>87</b>		<b>59,538</b>

VILLA BUILDING TYPES			
TYPES	TOTAL TYPES	NET RENT S.F.	TOTAL RENT S.F.
I	11	2,888	29,568
II	8	2,450	19,600
III	3	3,088	2,394
IV	1	1,106	1,106
<b>TOTAL VILLAS</b>	<b>23</b>		<b>59,538</b>

- TYPE I = UNIT J + UNIT K
- TYPE II = UNIT J + UNIT L
- TYPE III = UNIT K + UNIT K
- TYPE IV = UNIT L

10.0 ACRES  
**SITE PLAN #3**



1 ARCHITECTURAL SITE PLAN

EXHIBIT "C"

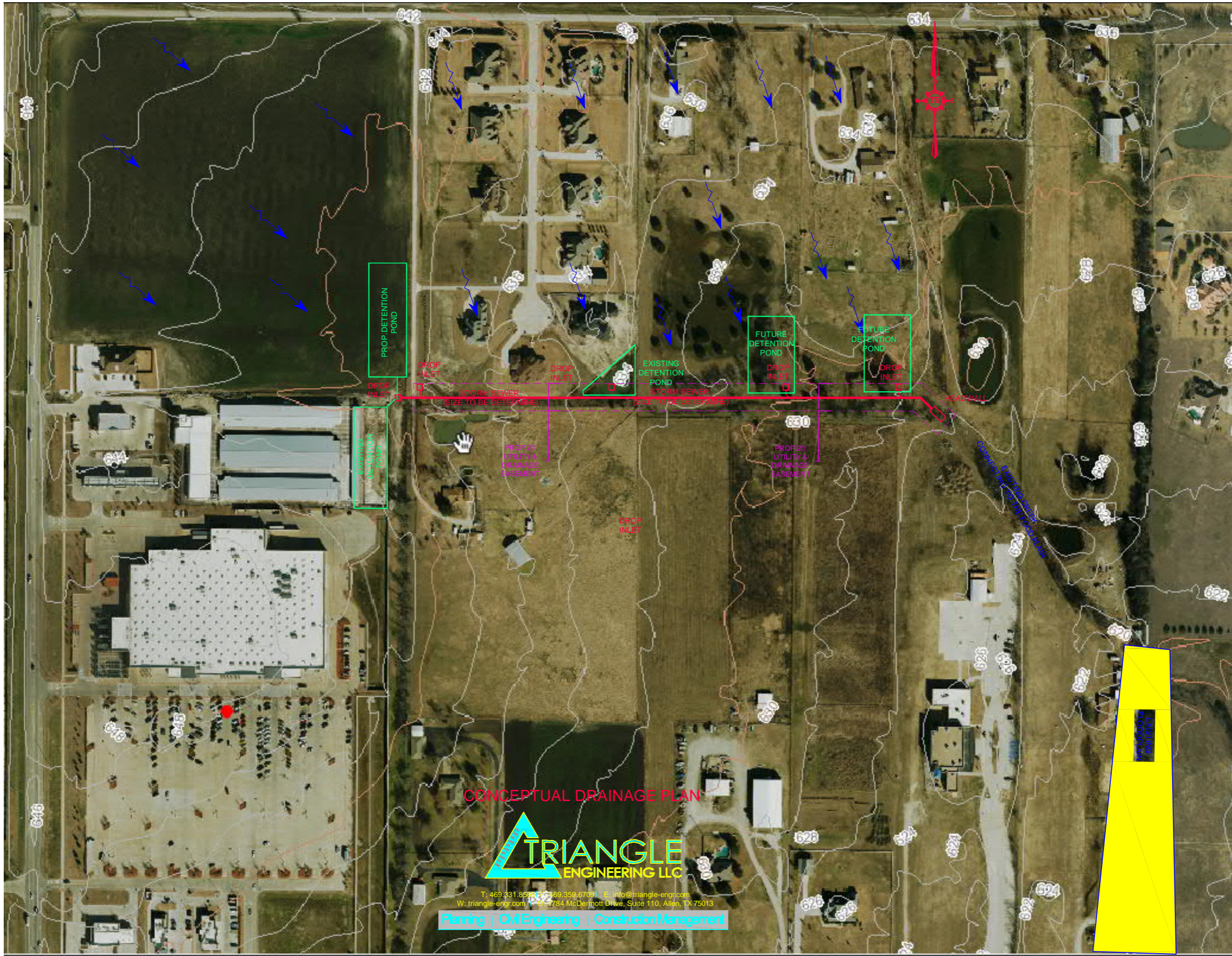
## Preliminary Construction Budget

Drainage Plan - Lucas, TX

<b>HARD COSTS</b>		<b>TOTAL</b>
	Storm Drain	\$ 454,000
	Contractor's Fee	\$ 22,700
	Contingency	\$ 50,000
<b>TOTAL HARD COST</b>		<b>\$ 526,700</b>
<b>SOFT COSTS</b>		<b>TOTAL</b>
	Civil Fee	\$ 22,700
	Consultant Fee	\$ 3,000
	Contingency	\$ 25,000
	Development Fee	\$ 28,870
<b>TOTAL SOFT COSTS</b>		<b>\$ 79,570</b>
<b>TOTAL HARD COST &amp; SOFT COSTS</b>		<b>\$ 606,270</b>

Preliminary reimbursement Schedule				
FEE	TOTAL AMOUNT	BASE FEE	PER SF	Notes
Stormwater Run Off	\$ 600.00			
Public Improvements	\$ 1,200.00			3% OF COST OF PUBLIC IMPROVEMENTS. This number will be closer to \$30,000
Road Impact	\$ 298,311.89			
Water Impact	\$ 83,352.00			
Planning & Zoning	\$ 1,350.00			
Preliminary Plat	\$ 900.00	\$ 800.00	10	
Final Plat	\$ 900.00	\$ 800.00	10	
Site Plan	\$ 350.00	\$ 300.00	10	
Concept Plan	\$ 150.00			
Landscape Plan	\$ 300.00			
Parks Impact Fee	\$ 35,000.00			

Total \$ 422,413.89



CONCEPTUAL DRAINAGE PLAN



T. 469.331.8578 F. 469.359.6709 E. info@triangle-engr.com  
W. triangle-engr.com N. 4784 McDermott Drive, Suite 110, Allen, TX 75013  
Planning | Civil Engineering | Construction Management



# City of Lucas

## City Council Agenda Request

### March 21, 2019

Item No. 06

Requester: City Engineer Stanton Foerster

#### **Agenda Item Request**

---

Provide direction to the City Manager regarding potential participation in the Collin County call for projects scheduled for mid to late 2019 utilizing funds from the 2018 Bond Program.

#### **Background Information**

---

Collin County is planning to send out a call for projects to cities in the summer or fall of 2019.

Collin County has provided the cities with the following criteria that was approved by the Commissioners Court on December 17, 2018, to assist with any request for participation in the call for projects to utilizing funds from the 2018 Bond Program:

1. On the County Thoroughfare Plan.
2. City must have adequate funding with addition of County's contribution to totally fund the project.
3. City must have appropriate approvals to begin or advance the project through design, ROW, utility adjustment and construction immediately. Project does not have to be completed immediately but must start immediately and must be ready for work to be prosecuted continuously until construction is completed. Milestones (ex. beginning design, award of construction contract, complete construction, etc.) will be negotiated in the ILAs.
4. Must have impact broader than just local city value.
5. Cities must agree to cooperate in regional issues and priorities, such as freeways and improvement of roadways in their city that are to benefit surrounding areas and other cities.
6. If for whatever reason the project assigned is unable to be prosecuted or completed, the funds will go back to the County for the Court to decide usage.
7. City is not in litigation with County.

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

---

1. Lucas and Collin County Thoroughfare Plans Comparison
2. City of Lucas 2017 Thoroughfare Plan
3. Collin County May 2016 Thoroughfare Plan (Lucas Area)
4. Correspondence from Collin County Director of Engineering Clarence Daugherty, P.E. dated January 31, 2019
5. Collin County Criteria for City Projects for 2018 Bond Program
6. Collin County 2018 Bond Program Approved Thoroughfare Cost Estimates per Year 12-17-2018



# City of Lucas

## City Council Agenda Request

### March 21, 2019

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

---

Undetermined but the local match is based on population, and cities with populations less than 10,000 will be required to fund 20% of the project with Collin County funding 80%.

#### **Recommendation**

---

City Staff recommends the following roadway and bridge safety enhancements projects for inclusion in the Collin County call for projects scheduled for mid to late 2019 utilizing funds from the 2018 Bond Program:

- Country Club Road
- East Lucas Road
- Estates Parkway
- Lucas Road/Southview Drive Intersection
- Southview Drive
- Stinson Road
- Stinson Road Bridge
- Snider Lane Bridge
- West Lucas Road

#### **Motion**

---

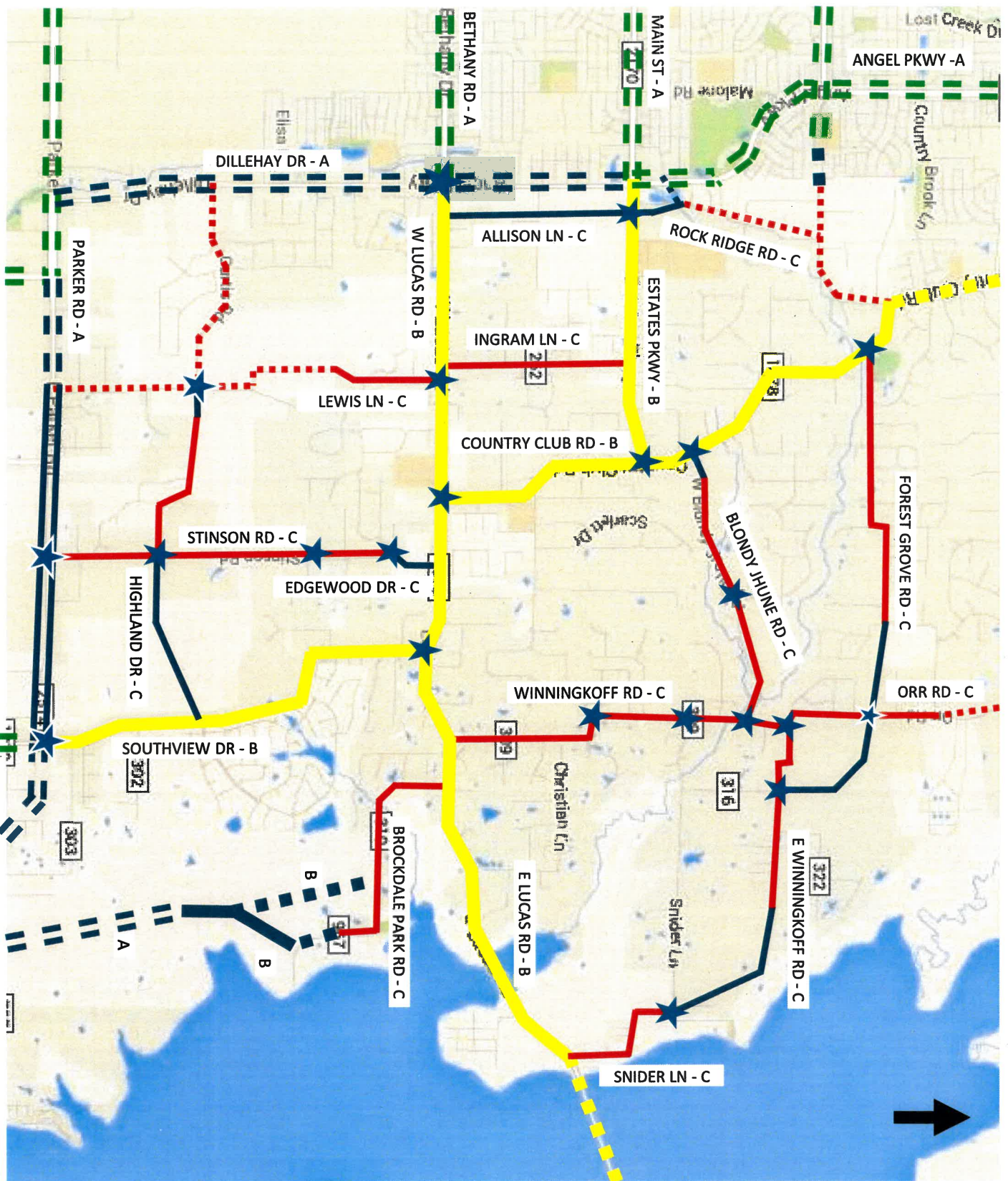
There is no motion required.

## City of Lucas and Collin County Thoroughfare Plans Comparison

Roadway	City of Lucas 2017 Master Thoroughfare Plan	Collin County Thoroughfare Plan May 2016
Allison Lane	Two Lane, Undivided	4 Lane, Divided
Angel Parkway	6 Lane, Divided	6 Lane, Divided
Blondy Jhune Road	Two Lane, Undivided	4 Road, Undivided
Brockdale Park Road	Two Lane, Undivided	No Shown
Country Club Road	4 Lane, Undivided	Part 1 4 Lane, Divided From Stacy Road to W. Lucas Road  Part 2 6 Lane, Divided (Realigned) From W. Lucas Road to Parker Road
E. Lucas Road	4 Lane, Undivided	6 Lane, Divided
E. Winningkoff Road	Two Lane, Undivided	4 Lane, Undivided
Estates Parkway	4 Lane, Undivided	6 Lane, Divided
Estelle Lane/Forestview Drive	Not Shown	4 Lane, Undivided
Forest Grove Road	Two Lane, Undivided	4 Lane, Undivided
Highland Drive	Two Lane, Undivided	6 Lane, Divided
Ingram Lane	Two Lane, Undivided	4 Lane, Divided
Lewis Lane	Two Lane, Undivided	4 Lane, Undivided
McGarity Lane	Not Shown	4 Lane, Divided
Orr Road	Two Lane, Undivided	Part 1 6 Lane, Divided North of Forest Grove Road  Part 2 4 Lane, Undivided South of Forest Grove Road
Parker Road	6 Lane, Divided	6 Lane, Divided
Rock Ridge Road	Two Lane, Undivided	4 Road, Undivided
Snider Lane	Two Lane, Undivided	4 Lane, Undivided
Southview Drive	4 Lane, Undivided	Part 1 4 Lane, Divided From W. Lucas Road to Seis Lagos Trail  Part 2 6 Lane, Divided Same Roadway as Country Club Road From Seis Lagos Trail to Parker Road
Stinson Road	Two Lane, Undivided	4 Lane, Undivided
W. Lucas Road	4 Lane, Undivided	6 Lane, Divided
Winningkoff Road	Two Lane, Undivided	4 Lane, Undivided



# Draft 2017 Master Thoroughfare Plan Draft



## Legend

Solid lines are thoroughfares within the city.

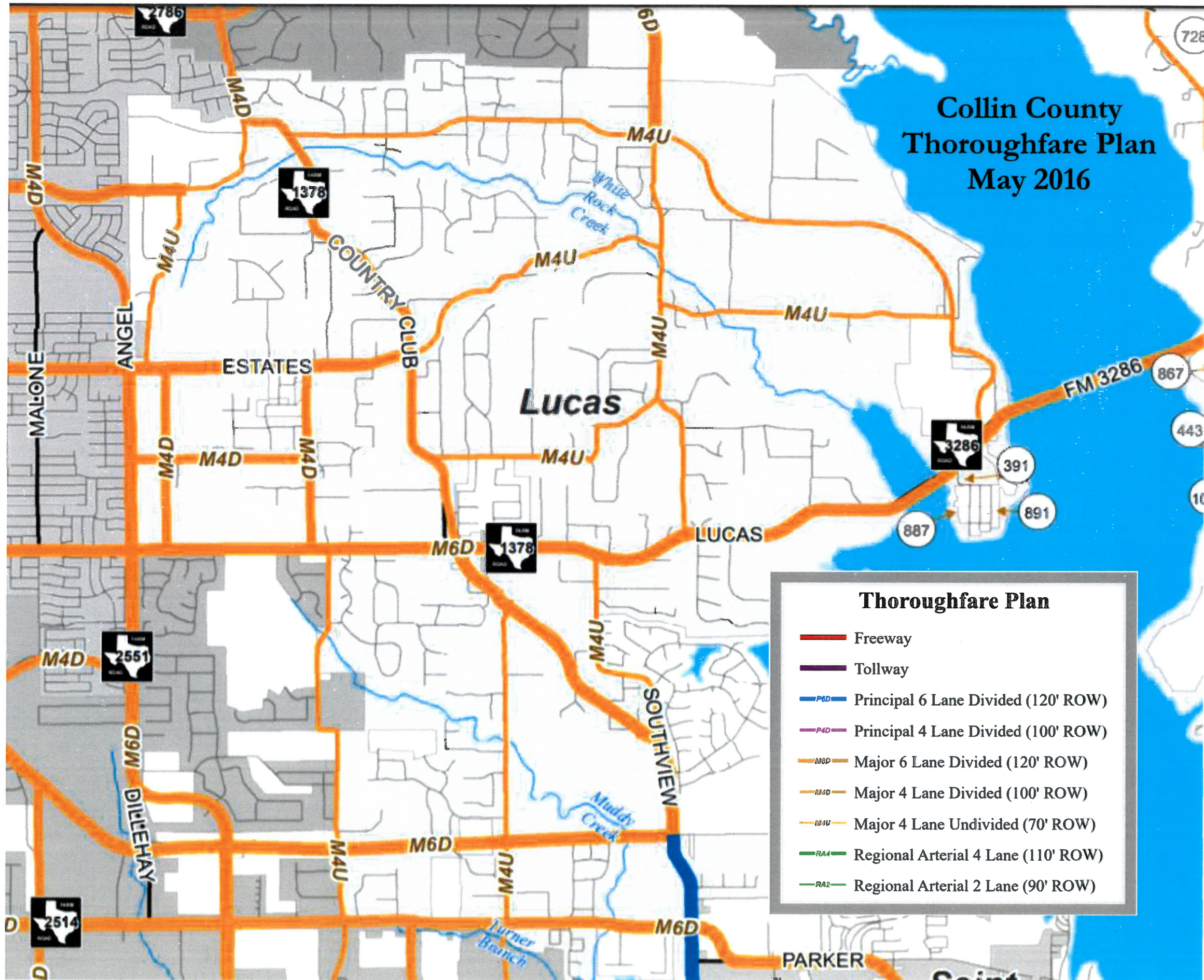
Dashed lines are thoroughfares outside the city.

Blue lines are proposed thoroughfares.

★ Blue stars are proposed intersection improvements locations.  
 Thoroughfare name is followed by thoroughfare type.

Thoroughfare Type	No. of Lanes	Divided Roadway	Pavement Width (Feet)	Right-of-Way or Easement Width (Feet)
A	Six	Yes	78 Plus a 16-Foot Median	120
B	Four	No	52 to 54	60
C Neighborhood Connector	Two	No	24 to 28	50
D (Not Shown)	Two	No	24	50

# Collin County Thoroughfare Plan May 2016



## Stanton Foerster

---

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

**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

4690 Community Ave., Suite 200

McKinney, TX 75071

Phone | 972.548.3728

Mobile 972.816.7486

[cdaugherty@collincountytx.gov](mailto:cdaugherty@collincountytx.gov) | [www.co.collin.tx.us](http://www.co.collin.tx.us)

## **Program for City Projects for 2018 Bond Program**

### **Assumptions and basis:**

- The funding years will be May 1 – April 30
- The first “call for projects” will be in the summer or fall, 2019
- The first actual funding will be in the second funding year: May 1, 2020
- There will be two “calls”: 2019 and 2021 (funding in second and fourth years, 2020 and 2022)
- Variable percentage participation (attached)
- Includes roadway widening, intersection widening, rehabilitation

### **Criteria**

#### **Musts:**

1. On the County Thoroughfare Plan
2. City must have adequate funding with addition of County’s contribution to totally fund the project.
3. City must have appropriate approvals to begin or advance the project through design, ROW, utility adjustment and construction immediately. Project does not have to be completed immediately, but must start immediately and must be ready for work to be prosecuted continuously until construction is completed. Milestones (ex. beginning design, award of construction contract, complete construction, etc.) will be negotiated in the ILAs.
4. Must have impact broader than just local city value.
5. Cities must agree to cooperate in regional issues and priorities, such as freeways and improvement of roadways in their city that are to benefit of surrounding area and other cities.
6. If for whatever reason the project assigned is unable to be prosecuted or completed, the funds will go back to the County for the Court to decide usage.
7. City is not in litigation with County.

#### **Rating System (attached) based on:**

- Main consideration for improving or maintaining mobility/relieve or prevent congestion
- Extra credit for solving verifiable safety problems (high accident rate).
- Extra credit for projects that supplement/complement movement on freeways (parallel or move traffic to other routes).
- Extra credit to cities who have no other County bond project (freeway or thoroughfare) within city limits.

### **Matching Percentages**

- Cities with populations equal to or greater than 100,000, city match will be 50% and County match will be 50%
- Cities with populations equal to or greater than 10,000 but less than 100,000, the city match will be 30% and the County match will be 70%
- Cities with populations less than 10,000, the city match will be 20% and the County match will be 80%

**Proposition B - Thoroughfares**  
**Bond Years: May - Apr, Beginning 2019**

Project	CD *	Cities	May'19 - Apr'20	May'20 - Apr'21	May'21 - Apr'22	May'22 - Apr'23	May'23 - Apr'24	Total	Comments
<b>County Projects:</b>									
Park Blvd: FM 2514 to SH 78	26	St Paul, Wylie	\$3,000,000		\$5,000,000	\$20,000,000		\$28,000,000	Assume \$10M grant from Feds/Freight
			^ROW		^ Util Adj	^ Constr			
FM 546/CR 400: McKinney Airport to CR 458/US 380		McKinney, Lowry Crossing, Princeton	\$1,500,000	\$2,500,000	\$10,000,000			\$14,000,000	Construction after 5th year
			^Corr Study	^EA, Schematic	^ROW				
Frontier: DNT to SH 289/Preston Rd	2	Prosper, Celina	\$4,000,000					\$4,000,000	
<b>Sub-total:</b>			<b>\$8,500,000</b>	<b>\$2,500,000</b>	<b>\$15,000,000</b>	<b>\$20,000,000</b>	<b>\$0</b>	<b>\$46,000,000</b>	
<b>State Projects:</b>									
SH 5: Sp 399 to FM 546	26	McKinney, Fairview						\$0	Assumes TxDOT will place all allocations for SH 5 on this first segment, including the grade separation.
US 380: Airport to CR 458	23	McKinney, Lowry Crossing, Princeton				\$11,000,000		\$11,000,000	\$32,548,000 gap.
SH 5: Fairview Pkwy to Stacy Rd	14	Fairview						\$0	No interest in this project. Eliminate
SH 121: OL to County Line	12	Anna, Blue Ridge		\$11,000,000				\$11,000,000	Safety. \$39,032,247 gap.
FM 1378: Lucas Rd to FM 3286	11	Lucas						\$0	No City interest in this project. Eliminate
SH 205: SH 78 to County Line	10	Lavon			\$2,000,000			\$2,000,000	\$5,3331,931 gap
FM 2551: FM 2514 to FM 2170	9	Parker, Allen, Lucas						\$0	Fully funded: COG Ten-Yr Plan

FM 2514: Lavon Pkwy to Brown St	8	St Paul, Wylie						\$0	Fully funded: COG Ten-Yr Plan
FM 1461: SH 289 to Lake Forest	2	McKinney, Prosper, Celina						\$0	No funding.
<b>Sub-total:</b>			\$0	\$11,000,000	\$2,000,000	\$11,000,000	\$0	\$24,000,000	
<b>Cities:</b>			\$0	\$36,000,000	\$0	\$24,000,000	\$0	\$60,000,000	
<b>Discretionary:</b>					\$10,000,000			\$10,000,000	
<b>Total:</b>			\$8,500,000	\$49,500,000	\$27,000,000	\$55,000,000	\$0	\$140,000,000	

CD \* - Capacity Deficit = Projected traffic volume in 2020 divided by capacity today.



# City of Lucas

## City Council Agenda Request

### March 21, 2019

Item No. 07

Requester: City Engineer Stanton Foerster

#### **Agenda Item Request**

---

Consider authorizing the City Manager to enter into a contract with TexasBit/APAC for the FY 18-19 roadway maintenance for Brockdale Park Road, East Winningkoff Road, Forest Grove Road, Orr Road and West Lucas Road, and appropriate the required funding for West Lucas Road and amend the FY 18-19 Budget.

#### **Background Information**

---

West Lucas Road (Willow Springs School Section) – Staff has reviewed the geotechnical report for this 1,500-foot section of West Lucas Road west of Country Club Road. The original two-lane, center 24-foot part of the roadway was widened to a three-lane, 37-foot wide road when Willow Springs Middle School was built in 2012. The City overlayed and widened the 1,500-foot section to 39 feet in 2013. Staff has no engineering documents for the original two-lane, center 24-foot road and does not know how old the pavement is under the 2013 overlay.

City Engineer Stanton Foerster has asked the engineering consultant for cost estimates to repair/replace the 1,500-foot section in the following ways:

1. Replace the original 24-foot section with asphalt and overlay all 39 feet;
2. Replace the entire 39-foot section with asphalt;
3. Reconstruct the three-lane, 39-foot section out of concrete; and
4. Construct a 46-foot, four-lane concrete roadway per the City of Lucas 2017 Master Thoroughfare Plan.

Orr Road – This will be the detour route when Blondy Jhune Road is closed for reconstruction. The maintenance area includes approximately 400 feet of Orr Road from Forest Grove Road to the south.

Forest Grove Road – This will be the detour route when Blondy Jhune Road is closed for reconstruction. The maintenance area includes approximately 300 feet of Forest Grove Road from Orr Road to the west.

East Winningkoff Road – Staff did not seek a temporary fix sometime in January by pulverizing the worst 1,200-foot section of East Winningkoff Road. Minimal repairs have been made to the roadway in anticipation of repaving or graveling the roadway in the spring.

Brockdale Park Road – During February 2019, staff engaged TexasBit/APAC to pulverize and mix in a five percent cement solution in the 1,450-foot “gravel” section east of Lakeshore



# City of Lucas City Council Agenda Request March 21, 2019

Boulevard. This section has been primed to reduce dust. This work was necessary to maintain access for first responders at the urging of Lucas residences.

## Attachments/Supporting Documentation

NA

## Budget/Financial Impact

This type of maintenance work is planned for and budgeted for each year. There is \$694,934.14 available in the roadway maintenance fund (11-8209-301). Estimates for East Winningkoff Road, Forest Grove Road and Orr Road are provided by TexasBit. Estimates for Brockdale Park Road and West Lucas Road are provided by the City Engineer.

Brockdale Park Road	\$75,000.00
E. Winningkoff Road	\$62,000.00
Forest Grove Road	\$28,000.00
Orr Road	\$32,000.00
<u>Subtotal</u>	<u>\$197,000.00</u>

<u>West Lucas Road (Willow Springs Section - Recommendation #3)</u>	<u>\$350,000.00</u>
<u>Total</u>	<u>\$547,000.00</u>

If West Lucas Road is constructed as a concrete four-lane roadway, the City could appropriate roadway impact fees (there is approximately \$200,000 available) and unrestricted general fund reserves to fund this project:

Street Maintenance Fund (11-8209-301) Available	\$497,934.14
Impact Fees	\$200,000.00
Unrestricted General Fund Reserves	\$802,065.90
<u>Total Funding</u>	<u>\$1,500,000.00</u>

## Recommendation

City Engineer Stanton Foerster recommends the following in priority order:

1. West Lucas Road (Willow Springs School Section)
  - a. Recommendation #1: Construct a 46-foot, four-lane concrete roadway per the City of Lucas 2017 Master Thoroughfare Plan at a cost of \$1,500,000 (does not include contingency).





# City of Lucas City Council Agenda Request March 21, 2019

- b. Recommendation #2: Reconstruct the 1,500-foot section as it exists, a three-lane roadway out of all new asphalt for \$500,000.
- c. Recommendation #3: Reconstruct the center 24-foot section and overlay the entire 39-foot roadway at a cost of \$350,000.  
Note: The construction of the three-lane, 39-foot section out of concrete is not being recommended.

2. Orr Road – Reconstruct the 400+/- feet south of Forest Grove Road in anticipation of the detour route for the Blondy Jhune Road reconstruction.
3. Forest Grove Road – Reconstruct the 300+/- feet. This will be the detour route when Blondy Jhune Road is closed for reconstruction. The maintenance area includes approximately 300 feet of Forest Grove Road from Orr Road to the west.
4. East Winningkoff Road – Repair the failing sections of the asphalt roadway until it can be reconstructed from Shady Lane to Logan Ford Ranch Phase 3 when funds are available from the developer.
5. Brockdale Park Road – Complete the repairs on the 1,450-foot section of Brockdale Park Road between Lakeshore Boulevard to the curve to maintain access for first responders and access to the Brockdale Park Trailhead.

## Motion

---

I make a motion to approve/deny authorizing the City Manager to enter into a contract with TexasBit/APAC for the FY 18-19 roadway maintenance for Brockdale Park Road, East Winningkoff Road, Forest Grove Road, Orr Road, and West Lucas Road in an amount not to exceed \$694,934.14.

-or-

I make a motion to approve/deny authorizing the City Manager to enter into a contract with TexasBit/APAC for the FY 18-19 roadway maintenance for Brockdale Park Road, East Winningkoff Road, Forest Grove Road, Orr Road, and West Lucas Road in an amount not to exceed \$197,000 and construct West Lucas Road as a concrete four-lane roadway by allocating total funding in the amount of \$1,500,000.00 as follows:

- Street Maintenance Fund (11-8209-301) \$497,934.14
- Impact Fees \$200,000.00
- Unrestricted General Fund Reserves \$802,065.90



# City of Lucas

## City Council Agenda Request

### March 21, 2019

Item No. 08

Requester: Mayor Jim Olk  
City Manager Joni Clarke  
City Engineer Stanton Foerster

#### **Agenda Item Request**

---

Discuss future capital projects to be funded with Certificate of Obligation.

#### **Background Information**

---

At the March 7, 2019 City Council meeting, the City Council approved obtaining funding for future roadway and water reconstruction projects identified in the City's Capital Improvement and Thoroughfare Plans and authorized City Staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation in an amount not to exceed \$9 million. Staff is bringing back the discussion and prioritization before the City Council to give the City Council an opportunity to identify priority roadway/bridge projects that improve safety.

The capital projects identified to improve the City's water system included:

Project Description	2019 Cost Estimate
Waterline Looping	\$200,000
Rollingwood Circle/Choice Lane/Lakeview Drive Six-Inch Waterline Loop (97 homes)	\$432,165
Edgewood Lane/W. Lucas Road and Cedar Bend Trail/E. Lucas Road Six-Inch Waterline Loops (32 homes).	\$113,530
Graham Lane/Rock Ridge Court Eight-Inch Waterline Loop (34 homes)	\$571,775

There seemed to be general consensus by the City Council on the funding of the above-referenced water projects.

The City Council indicated that they would like to re-evaluate the capital roadway projects and that the reconstruction and repair of our roadways is a safety issue. The City Council discussed revisiting the projects with several council members supporting the reconstruction of Snider and Stinson Bridges. The bait shop intersection was also mentioned as a priority.

The City Council emphasized the importance of communication with the public on the financing of capital projects with Certificate of Obligation. Staff would like to prepare an article for the April Lucas Leader to provide information to the Lucas citizens on the funding of specified projects. To do this, the information would need to be prepared to meet the publication deadline of Wednesday, April 10, 2019.



# City of Lucas

## City Council Agenda Request

### March 21, 2019

Item No. 08

The costs in the Capital Improvement Plan (CIP) are only estimates and should not be considered a budget. The following estimates are based on \$700 per linear foot of a two-lane concrete roadway or \$2,700 per linear foot for bridges. Our current roadway projects are between \$450 and \$650 per linear foot, and the Blondy Jhune Bridges were \$2,500 per linear foot.

Project Description	2019 Cost Estimate
Blondy Jhune Road within the Hendrix Farm property (developer funded).	\$100,000
East Winningkoff Road from Orr Road to Logan Ford Ranch Phase 3.	\$4,100,000
Forest Grove Road from Country Club Road to Orr Road.	\$7,500,000
Orr Road from East Winningkoff Road to existing Forest Grove Road.	\$1,600,000
Snider Lane (eastern section) from Shady Lane to East Lucas Road.	\$6,500,000
Snider Lane (western section) and bridge from Winningkoff Road to Shady Lane.	\$4,100,000
Stinson Road (middle section) and bridge from Bristol Park to Bentwater Drive.	\$4,100,000
Stinson Road (northern section) from Bentwater Drive to the Reverse Curve.	\$2,100,000
Stinson Road/Edgewood Drive section from the Reverse Curve to West Lucas Road.	\$1,100,000
West Lucas Road (four-lane) from Angel Parkway to Country Club Road.	\$12,500,000
West/East Lucas (Bait Shop) Intersection Project (TxDOT estimate)	\$4,000,000
Winningkoff Road (northern section) from Snider Lane to Orr Road.	\$200,000
Winningkoff Road (southern section) from East Lucas Road to the Reverse Curve.	\$2,700,000

**Attachments/Supporting Documentation**

---

NA

**Budget/Financial Impact**

---

Undetermined (dependent on project selection)



# City of Lucas City Council Agenda Request March 21, 2019

Item No. 08

## **Recommendation**

---

### Unfunded roadway projects to be considered for planning purposes include:

Stinson Road northern section from Bentwater Drive to the Reverse Curve	\$2,100,000
Winninkoff Road southern section from East Lucas Road to the Reverse Curve	\$2,700,000
Design estimated at 10 % of construction costs	\$480,000
Project management cost estimated at 10 % of construction	\$480,000
Contingency 10 %	\$480,000

West/East Lucas (Bait Shop) Intersection Project (20% of \$4,000,000) \$800,000

*Total unfunded project costs for roadway projects (general fund) \$7,040,000*

### Unfunded water projects to be considered for planning purposes include:

Waterline looping	\$200,000
Rollingwood/Choice/Lakeview Six-Inch Loop (97 homes)	\$432,165
Edgewood /W. Lucas and Cedar Bend/E. Lucas Road Six-Inch Loops (32 homes)	\$113,530
Graham/Rock Ridge Court Eight-Inch Waterline Loop (34 homes)	\$571,775
Project management cost estimated at 10 % of construction	<u>\$131,747</u>

*Total unfunded project costs for water projects (water fund) \$1,449,217*

### Unfunded roadway and bridge projects to be considered for planning purposes:

Snider Lane western section and bridge from Winninkoff Road to Shady Lane (design only - estimated 20% of \$4.1 million construction costs)	\$820,000
Stinson Road middle section and bridge from Bristol Park to Bentwater Drive (design only - estimated 20% of \$4.1 million construction costs)	<u>\$820,000</u>

*Total unfunded design cost for bridge projects (general fund) \$1,640,000*

**Total unfunded costs for both funds \$10,129,217**

## **Motion**

---

I make a motion to approve/deny funding the following capital projects with Certificate of Obligation:

XXX



# City of Lucas Council Agenda Request March 21, 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