



AGENDA

City of Lucas City Council Meeting February 6, 2020

7:00 PM

**City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, February 6, 2020 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

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

1. Citizen Input (Mayor Jim Olk)

Community Interest

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

2. Items of Community Interest. (Mayor Jim Olk)

Consent Agenda

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

3. Consent Agenda:
 - A. Approval of the minutes of the January 16, 2020 City Council meeting. (City Secretary Stacy Henderson)

- B. Consider adopting Ordinance 2020-02-00903 ordering a General Election to be held on May 2, 2020 for the purpose of electing two (2) City Councilmembers for Seat No. 1 and Seat No. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date. **(City Secretary Stacy Henderson)**

- C. Consider adopting Ordinance 2020-02-00904 ordering a Special Election to be held on May 2, 2020 for the purpose of submitting Propositions to the qualified voters of the City for the continuation of the one-half of one-percent sales and use tax to provide revenue for maintenance and repair of municipal streets; and for the purpose of submitting proposed amendments to the City Home Rule Charter; providing for the publication and posting of notice; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date. **(City Secretary Stacy Henderson)**

Regular Agenda

- 4. Consider terminating the license agreement between the City of Lucas and Justin and Angela Himmelreich. **(Development Services Director Joe Hilbourn)**

- 5. Consider the supplemental information associated with the Birkhoff, Hendricks & Carter drainage analysis of the Reid Branch Tributary 1, which includes the Lemontree Country Estates and Kingswood Estates neighborhoods including flow maps and findings associated with neighborhood site visits. **(City Engineer Stanton Foerster)**

- 6. Consider design changes to the Winningkoff Road Project Phase 2 to decrease project costs by reducing the construction impacts to trees, driveways, and fences; discuss possible trail location; and provide direction to the City Manager. **(City Engineer Stanton Foerster)**

- 7. Consider establishing a policy for the maintenance of roadways not located within public rights-of-way and/or City easements. **(City Engineer Stanton Foerster)**

- 8. Consider adopting Ordinance 2019-02-00905 amending the City of Lucas Code of Ordinances, Section 5.03 Fire Code to prohibit open burning except with certain exceptions as permitted under the International Fire Code. **(Development Services Director Joe Hilbourn, Fire Chief Ted Stephens)**

- 9. Consider authorizing the City Manager to enter into an Interlocal Agreement with the Collin County Fire Marshal's Task Force for investigation services related to fire arson cases. **(Fire Chief Ted Stephens)**

- 10. Consider board applications to fill vacant positions on the Parks and Open Space Board and the Planning and Zoning Commission and consider promotion of alternate members to regular member board positions. **(City Secretary Stacy Henderson)**

- 11. Consider nominations for the 2020 Service Tree Award Program. **(Councilmember Fisher, Councilmember Duke, Councilmember Millsap)**

- 12. Consider approving Resolution R 2020-02-00496 creating a policy regarding requests for reasonable accommodation under the Americans With Disabilities Act (ADA) and the Federal Fair Housing Act (FHA). **(City Attorney Joe Gorfida)**

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.

13. 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.

14. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

15. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on January 31, 2020.

Stacy Henderson, City Secretary

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



City of Lucas

City Council Agenda Request

February 6, 2020

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas
Council Agenda Request
February 6, 2020

Requester: Mayor Jim Olk

Agenda Item Request

2. Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

Council Agenda Request

February 6, 2020

Requester: City Secretary Stacy Henderson

Agenda Item Request

3. Consent Agenda:
 - A. Approval of the minutes of the January 16, 2020 City Council meeting.
 - B. Consider adopting Ordinance 2020-02-00903 ordering a General Election to be held on May 2, 2020 for the purpose of electing two (2) City Councilmembers for Seat No. 1 and Seat No. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date.
 - C. Consider adopting Ordinance 2020-02-00904 ordering a Special Election to be held on May 2, 2020 for the purpose of submitting Propositions to the qualified voters of the City for the continuation of the one-half of one-percent sales and use tax to provide revenue for maintenance and repair of municipal streets; and for the purpose of submitting proposed amendments to the City Home Rule Charter; providing for the publication and posting of notice; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date.

Background Information

NA

Attachments/Supporting Documentation

1. Minutes of the January 16, 2020 City Council meeting.
2. Ordinance 2020-02-00903 Ordering General Election
3. Ordinance 2020-02-00904 Ordering Special Election

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



**City of Lucas
City Council Meeting
January 16, 2020
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 Debbie Fisher
Councilmember Philip Lawrence

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Assistant to the City Manager Kent Souriyasak

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

Citizen Input

1. Citizen Input.

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest.

Mayor Olk presented a Proclamation to representatives from In N Out Burger for their in-kind donation at the City's Country Christmas event.

Mayor Olk noted the following upcoming events:

- Candidate filing for the May 2 City election was available until February 14.
- The City's cleanup event, along with electronic recycling and paper shredding will be held on Saturday, April 4 from 8 am to 12 pm.
- The City's Parks and Open Space Board will be hosting Movie in the Park on Friday, April 17 at 7pm.
- The first farmers market for 2020 will be held on April 25 from 8 am to noon at the Community Park.
- The City will host voting at the Community Center for the upcoming Presidential Primary Election on March 3.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the December 19, 2019 City Council meeting.

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

Regular Agenda

4. Discuss the Service Tree Program and consider amending program guidelines.

City Manager Joni Clarke stated that the deadline for service tree nomination submittal was January 10, 2020 and the City received one application, however, it was for a recipient from last year. Ms. Clarke stated the program began in 2015 and review of the guidelines was recommended to determine if any amendments were needed.

Councilmember Fisher stated that there were several applicants from last year that were not selected due to the limited number of recipients that could be chosen. Councilmember Fisher recommended the guidelines be updated to reflect that nominations can be selected from previous year submittals and that the recipient be a current or past resident.

Mayor Olk said that groups that have contributed a service but may not be a resident of the City should also be considered.

Mayor Pro Tem Peele recommended that a recipient did not have to be chosen each year and that the subcommittee look at the previous years nominations that were not selected for further review.

MOTION: A motion was made by Mayor Olk, seconded by Mayor Pro Tem Peele to approve the Service Tree Guidelines with the following changes. The motion passed unanimously by a 7 to 0 vote.

- Remove the word “Policy” and use Guidelines
- Add “Individual Nominee” must be resident or have been a resident
- Service Tree Subcommittee may make their own recommendation and submit an application for consideration
- Clarify that “Groups” that have contributed a service to the community do not require a Lucas resident to be part of the group

Executive Session Agenda

5. Pursuant to Section 551.074 Personnel Matters of the Texas Government Code, the City Council will convene into Executive Session to discuss the terms of the City Manager’s contract.

The City Council convened into Executive Session at 7:15 pm.

6. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

The City Council reconvened from Executive Session at 7:23 pm and took the following action as a result of the Executive Session.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Boney to approve the contract for the City Manager as presented. The motion passed unanimously by a 7 to 0 vote.

Adjournment

7. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 7:24 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Stacy Henderson, City Secretary



ORDINANCE 2020-02-00903
[Ordering the May 2, 2020 General Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 1 AND SEAT NO. 2; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. A General Election is hereby ordered for May 2, 2020, for the purpose of electing two (2) Lucas City Councilmembers for Seat No. 1 and Seat No. 2, each such term being for a period of three (3) years. The filing period for the General Election shall begin on January 15, 2020, and ends on February 14, 2020, at 5:00 p.m. in accordance with State Law.

Section 2. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 2, 2020. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

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

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

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

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

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 20, 2020.

Early voting for the General Election shall begin on Monday, April 20, 2020, and ends Tuesday, April 28, 2020, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, April 20, 2020 Through Wednesday, April 22, 2020	8:00 A.M. to 5:00 P.M.
Thursday, April 23, 2020	8:00 A.M. to 7:00 P.M.
Friday, April 24, 2020 and Saturday, April 25, 2020	8:00 A.M. to 5:00 P.M.
Monday, April 27, 2020 and Tuesday, April 28, 2020	7:00 A.M. to 7:00 P.M.

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

Section 5. The City Secretary shall present the General Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Councilmember Seat No. 1 and Councilmember for Seat No. 2 that receives a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be ordered by the City Council in accordance with the Lucas City Charter and State law.

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

APPROVED AND ADOPTED by the City Council of the City of Lucas this 6th day of February 2020.

Jim Olk, Mayor

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.



ORDINANCE 2020-02-00904
[Ordering the May 2, 2020 Special Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF SUBMITTING PROPOSITIONS TO THE QUALIFIED VOTERS OF THE CITY FOR THE CONTINUATION OF THE ONE-HALF OF ONE-PERCENT SALES AND USE TAX TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AND FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CITY HOME RULE CHARTER; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. A Special Election is hereby ordered for May 2, 2020, for the purpose of submitting propositions to the qualified voters of the City for the reauthorization of the one-half of one-percent sales and use tax to continue providing revenue for maintenance and repair of municipal streets.

PROPOSITION A

The Proposition ballot language shall read:

"The reauthorization of the one-half of one-percent (.50%) sales and use tax within the City of Lucas Texas, to continue providing revenue for maintenance and repair of municipal streets."

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

Section 2. A Special Election is hereby ordered to be held in and throughout the City of Lucas, Texas, on May 2, 2020, at which time there shall be submitted to the qualified voters of the City the following Propositions for amendments to the Home Rule Charter of the City of Lucas:

PROPOSITION B

Shall Section 3.02(2) and (3) of the City Charter be amended to remove the transitional provisions that established the staggered terms upon adoption of the Charter and replace with language stating the Mayor and Councilmembers shall be elected and serve staggered terms of three (3) years?

SECTION 3.02 Elected Officers

- (2) Terms -- The Mayor and Councilmembers shall be elected by the qualified voters of the entire City for staggered a terms of three (3) years, or until a successor has been duly elected and

qualified, but each Councilmember shall be elected to and occupy an at-large, non-geographical seat on the Council, such seats being numbered 1, 2, 3, 4, 5 and 6, respectively. The seats of the Councilmembers shall be designated on the official ballot as Councilmember Seats 1, 2, 3, 4, 5 and 6.

~~(3) Transition Provisions To establish staggered terms for the Mayor and Councilmembers, the following transition provisions shall be applied:~~

~~(a) Beginning with the May 2009 election, the Mayor and Councilmember for Seat 3 will be elected for a three (3) year term. Councilmember for Seat 1 and Seat 2 will be elected for a two (2) year term.~~

~~(b) In May 2010, Councilmember for Seat 5 and Seat 6 will be elected for a three (3) year term. Councilmember for Seat 4 will be elected for a two (2) year term.~~

~~(c) In May 2011, Councilmember for Seat 1 and Seat 2 will be elected for a three (3) year term.~~

~~(d) In May 2012, the Mayor and Councilmember for Seat 3 and Seat 4 will be elected for a three (3) year term.~~

~~(e) In May 2013, Councilmember for Seat 5 and Seat 6 will be elected for a three year term.~~

~~(4) Current Terms The current terms of Councilmembers in office when this Section takes effect shall not be shortened by the transition provision in (3) above.~~

~~(5) Pattern Beginning in 2012, a pattern of electing the Mayor and a number of Councilmembers on a "3-2-2" annual rotation basis shall be in effect and continue thereafter.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION C

Shall Section 3.03(1) of the City Charter be amended to further clarify the requirement for holding office to prohibit a councilmember from holding another position of emolument, except as authorized by state law and if a councilmember is convicted of a felony or a crime involving moral turpitude such member shall immediately forfeit such office?

SECTION 3.03 Candidacy of the Mayor and Councilmembers

(1) Qualification -- No person shall be a candidate for the office of Mayor or Councilmember *unless such candidate is a qualified voter of the City and shall have resided in the City for not less than one (1) year preceding the day of election and should not be in arrears in the payment of any City taxes. Members of the City Council shall hold no other elected office or appointed public office or position of emolument, except as authorized by state law. If a member of the City Council shall cease to possess any of the qualifications or shall be convicted of a felony or a crime involving moral turpitude, such person shall immediately forfeit such office. The City Council shall be the judge of the election and qualifications of its own members.*

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION D

Shall Section 3.03(3) of the City Charter be amended to remove a provision that is surplus language as it relates to the filing of an application for a declaration of candidacy that states the City Hall shall not remain open to the general public after such time to accept ballot applications?

SECTION 3.03 Candidacy of the Mayor and Councilmembers

- (3) Filing -- An application stating a declaration of candidacy shall be filed with the City Secretary or a duly appointed designee, who shall affix the date and time stamp on the ballot application, during regular office hours not earlier than the 75th day before the day of the election as provided by State law. The candidate's ballot application must be filed not later than 5 p.m. on the date provided in accordance with State law. ~~The City Hall shall not remain open to the general public after such time to accept ballot applications.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION E

Shall Section 3.13(7) of the City Charter be amended to provide for members appointed to the planning and zoning commission, the zoning board of adjustments and other such boards, committees, commissions and directors to corporations shall have been a resident for a minimum of twelve (12) months at the time of their appointment?

SECTION 3.13 Duties of City Council

- (7) To appoint members of the planning and zoning commission, the zoning board of adjustments and other such boards, committees, commissions and directors to corporations as may be authorized by State law. Any member appointed to such board, committee, commission or corporation shall have been a resident of the City of Lucas for a minimum of ~~6~~ twelve (12) months at the time of their appointment.

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION F

Shall Section 4.01 of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to appoint a City Manager?

SECTION 4.01 Appointment

The City Council by five (5) affirmative votes shall appoint a City Manager who shall be the chief executive officer of the City and shall be responsible to the City Council for the proper administration

of the offices of the City, except as otherwise provided by this Charter. The City Manager shall be chosen by the City Council on the basis of executive and administrative training, experience and ability. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to appoint a City Manager.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION G

Shall Section 4.03(9) of the City Charter be amended to remove the requirement that the City Manager is to provide a written report no less than quarterly of the current financial conditions and future needs of the City to be presented orally at an open meeting of the city council?

SECTION 4.03 Duties

The duties of the City Manager shall include the following:

~~(9) Provide written reports no less than quarterly of the current financial conditions and future needs of the City to be presented orally at an open meeting of the City Council, and make such recommendations concerning the affairs of the City, as the City Manager or the City Council deems desirable or necessary.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION H

Shall Section 4.05 of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to remove the City Manager?

SECTION 4.05 Removal

The City Manager shall be removed, with or without cause, by five (5) affirmative votes of the City Council. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to remove the City Manager.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION I

Shall Section 5.01(1) of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to appoint the City Secretary?

SECTION 5.01 City Secretary

- (4) Appointment -- The City Council shall appoint the City Secretary, by at least five (5) affirmative votes of the City Council. The City Council shall consider the City Manager’s recommendations regarding the appointment of the City Secretary. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to appoint the City Secretary.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION J

Shall Section 5.01(4) of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to remove the City Secretary?

SECTION 5.01 City Secretary

- (4) Removal -- The City Secretary may be removed, with or without cause, by five (5) affirmative votes of the City Council. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to remove the City Secretary.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION K

Shall Section 5.02(1) of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to appoint the Municipal Judge?

SECTION 5.02 Municipal Judge

- (1) Appointment -- The City Council shall appoint by five (5) affirmative votes of the City Council such Municipal Judges of the Municipal Court as may be necessary, all of whom shall be competent, duly qualified attorneys licensed and practicing for at least two (2) years in the State. The Municipal Judge(s) shall be appointed by ordinance of the City Council and their salary may be fixed by ordinance or resolution. The Municipal Judge(s) shall be appointed for a term of two (2) years and may be appointed to additional consecutive terms. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to appoint the Municipal Judge.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION L

Shall Section 5.02(4) of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to remove the Municipal Judge?

SECTION 5.02 Municipal Judge

- (4) Removal -- The Municipal Judge shall be removed, with or without cause, by five (5) affirmative votes of the City Council. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to remove the Municipal Judge.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION M

Shall Section 5.03(1) of the City be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to appoint the City Attorney?

SECTION 5.03 City Attorney

- (1) Appointment -- The City Council shall appoint by five (5) affirmative votes of the City Council a competent, duly qualified licensed and practicing attorney in the State who shall serve as the City Attorney. ~~Prior to the 2009 election, four (4) affirmative votes of the City Council are required to appoint the City Attorney.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION N

Shall Section 5.03(6) of the City Charter be amended to remove a provision that is no longer necessary which required prior to 2009 four (4) affirmative votes of the City Council to remove the City Attorney?

SECTION 5.03 City Attorney

- ~~(6) Prior to the 2009 election, four (4) affirmative votes of the City Council are required to remove the City Attorney.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION O

Shall Section 6.03(1)(A) of the City Charter be amended to reference that the maximum ad valorem tax rate shall be as provided under the laws of the State of Texas.

SECTION 6.03 Taxes and Taxation

(1) Powers --

(A) The City Council may levy, assess and collect taxes of any type or character not prohibited by state law. The maximum ad valorem tax rate shall be as provided in the ~~Texas Constitution~~ and laws of the State of Texas.

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION P

Shall Section 7.01 of the City Charter be amended to reference the authority of the City to borrow money for public purposes only as allowed by the laws of the State of Texas?

SECTION 7.01 Authority to Issue

The City shall have the right and power to borrow money for public purposes by whatever method it may deem to be in the public interest and as allowed by law. The City shall have the right and power to issue tax bonds, revenue bonds, and any other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by law or this Charter and to issue refunding bonds to refund outstanding evidences of indebtedness previously issued. All such bonds or other evidences of indebtedness shall be issued in conformity with the laws of the State applicable at the time of issuance of such obligations.

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION Q

Shall Section 9.01 (1) of the City Charter be amended to exclude from the Initiative process salaries of City officers or employees?

SECTION 9.01 Initiative

(1) Qualified voters of the City shall, on at least two (2) separate regular meetings of the City Council within a sixty (60) day period, request adoption of an ordinance (except one appropriating money, levying a tax, issuing bonds, ~~or zoning,~~ or salaries of City officers or employees). In the event the City Council fails to enact such an ordinance, such voters may submit a petition to the City Council which, after approval as to legal form by the City Attorney, requests that the ordinance be passed by the City Council, or, if not passed, it be submitted to a vote of the qualified voters of the City. Said petition must be signed by qualified voters of the City equal in

number to twenty percent (20%) of the number of votes cast at the last regular municipal election, or 250, whichever is greater, and each copy of the petition shall have attached to it a copy of the proposed ordinance.

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION R

Shall Section 10.01 of the City Charter be amended to reflect current state and federal law regarding franchise utilities that occupy the public right-of-way?

SECTION 10.01 Ordinance Granting Franchise

Except for franchises issued under state or federal law, the City Council shall have the power by ordinance to grant, amend, renew and extend, all franchises, both public and private, operating within the City of Lucas.

No grant to use the public right-of-way or property under ownership of the City shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension of such franchise unless approved by citizens in accordance with this article. The City Council may, by a majority vote, seek approval from the voters by submitting all applications exceeding twenty (20) years to an election in accordance with State law. The prospective franchisee, not the City, shall fund the cost of said election.

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

PROPOSITION S

Shall Section 12.01 of the City Charter be amended to remove language that is no longer necessary regarding the procedure for the adoption of the initial Charter and retitle Article XII “Amendment and Review of Charter” and renumber the Sections accordingly?

ARTICLE XII

Adoption of Amendment and Review of Charter

~~SECTION 12.01 Procedure~~

~~(1) This Charter shall be submitted to the qualified voters of the City for adoption or rejection on May 10, 2008, at which election, if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall then immediately become the governing law of the City until amended or repealed.~~

~~(2) It being impractical to submit this Charter by sections, it is hereby prescribed that the form of ballot to be used in such election shall be as follows, to-wit:~~

~~FOR THE ADOPTION OF THE CHARTER~~

AGAINST THE ADOPTION OF THE CHARTER

~~(3) — The present City Council of the City shall call an election in accordance with the provisions of the general laws of the State governing such elections, and the same shall be conducted and the returns made and results declared as provided by the laws of the State governing municipal elections, and in case a majority of the votes cast at such election shall be in favor of the adoption of such Charter, then an official order shall be entered upon the records of said City by the City Council of Lucas declaring the same adopted, and the City Secretary shall record at length upon the records of the City, in a separate book to be kept in the City Secretary office for such purpose, such Charter as adopted, and such City Secretary shall furnish to the Mayor a copy of the Charter which copy of the Charter shall be forwarded by the Mayor as soon as practicable, to the Secretary of State under the seal of the City together with a certificate showing the approval of the qualified voters of such Charter.~~

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

Section 3. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 2, 2020. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Section 4. Notice of the Special Election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

Section 5. The entire City shall constitute one election precinct for this election and the Lucas Community Center located at 665 Country Club Road, Lucas, Texas is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

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

Early voting by personal appearance shall also be conducted at the Lucas Community Center located at 665 Country Club Road, Lucas, Texas. City of Lucas voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections

Administration. If the election services contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 20, 2020.

Early voting for the Special Election shall begin on Monday, April 20, 2020, and ends Tuesday, April 28, 2020, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, April 20, 2020 Through Wednesday, April 22, 2020	8:00 A.M. to 5:00 P.M.
Thursday, April 23, 2020	8:00 A.M. to 7:00 P.M.
Friday, April 24, 2020 and Saturday, April 25, 2020	8:00 A.M. to 5:00 P.M.
Monday, April 27, 2020 and Tuesday, April 28, 2020	7:00 A.M. to 7:00 P.M.

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

Section 6. The City Secretary shall present the Special Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code.

Section 7. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 6TH DAY OF FEBRUARY, 2020.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(01-17-2020:TM 113258)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

February 6, 2020

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider terminating the license agreement between the City of Lucas and Justin and Angela Himmelreich.

Background Information

Staff brought forward a request for a license agreement by Justin and Angela Himmelreich for the use of an easement adjacent to their property on Orr Road. As part of the agreement approval process, the Himmelreich's were given certain conditions for approval of the agreement, including insurance requirements. The agreement also requires that if the property is to change ownership, the agreement must be reassigned to the new owner. The property owners have not performed their responsibilities under the contract. With the property up for sale, staff would recommend waiting for the sale of the lot and subsequently entering into a new agreement with the new property owners for use of the easement.

Attachments/Supporting Documentation

1. License agreement

Budget/Financial Impact

NA

Recommendation

Staff is recommending terminating the license agreement between the City of Lucas and Justin and Angela Himmelreich for failure to perform responsibilities in Section 3 of the license agreement, to wit failure to provide comprehensive general liability insurance for bodily injury, death, and property damage insurance against all claims.

Motion

I make a motion to approve/deny terminating the license agreement between the City of Lucas and Justin and Angela Himmelreich for failure to perform responsibilities in Section 3 of the license agreement, to wit to provide comprehensive general liability insurance for bodily injury, death, and property damage insurance against all claims.

After Recording, Return to:
Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

STATE OF TEXAS

§
§
§

RIGHT OF WAY USE LICENSE AND
HOLD HARMLESS AGREEMENT

COUNTY OF COLLIN

This **RIGHT OF WAY USE LICENSE AND HOLD HARMLESS AGREEMENT** ("Agreement") is made by and between the **City of Lucas**, (hereinafter called "**City**"), a Texas Home Rule Municipality, **Justin and Angela Himmelreich** (hereinafter collectively called "**Licensee**") whose address is 2515 Orr Road, Lucas, Collin County, Texas 75002.

WHEREAS, Licensee is the owner, or intends to purchase, real property generally described as 2515 Orr Road, Lucas, Collin County, Texas and more specifically described as Lot 1, Block 1 of the Himmelreich Estate, City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 2017, Page 826, Plat Records, Collin County, Texas (the "**Property**"); and

WHEREAS, City is the owner of a sixty-foot (60.0') wide, 1.819-acre public right-of-way dedication adjacent to the southern property line of the Property, more particularly described in Exhibit "A" attached hereto and incorporated herein ("**the Licensed Premises**"); and

WHEREAS, Licensee desires to construct and maintain a privately-owned driveway and/or shrubs in the Licensed Premises (the "**Private Improvements**"); and

WHEREAS, City has determined it presently does not require the use of the Licensed Premises for use as a public street and desires to allow the Licensed Premises to be used for the Private Improvements subject to the provisions of this Agreement;

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City, City hereby grants to Licensee a non-exclusive license authorizing construction, maintenance, repair, replacement, and removal of the Private Improvements within the Licensed Premises and use of the Private Improvements for ingress and egress to the Property by Licensee and others authorized by Licensee who are coming to the Property ("**the Licensed Use**"), subject to the following:

1. The Term of this Agreement is perpetual; provided, however, this Agreement may be terminated as provided herein.
2. Licensee agrees to promptly defend, indemnify and hold City harmless from and against all damages, costs, losses, and expenses, including reasonable attorneys' fees:

- (a) for the repair, replacement, or restoration of the Licensed Premises, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the acts or omissions of Licensee, its heirs, administrators, assigns, officers, directors, employees, agents contractors, subcontractors, tenants, partners, and members; and
- (b) from and against any and all claims, demands, suits, causes of action, and judgments for (i) damage to or loss of the property of any person (including, but not limited to Licensee, its heirs, administrators, assigns, agents, officers, employees, contractors, subcontractors tenants, partners, or members, City's agents, officers, and employees, and third parties); and/or (i) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of Licensee, Licensee's contractors or subcontractors, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of Licensee, its agents, employees, officers, contractors and/or subcontractors, in the performance of activities pursuant to this Agreement.

This indemnity provision shall not apply to any liability resulting from the sole negligence of City, its officers, employees, agents, contractors, or subcontractors. The provisions of this section are solely for the benefit of City and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

3. During the Term of this Agreement, Licensee agrees to maintain in full force and affect the following insurance:

- (a) A policy of comprehensive general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the use of the Licensed Premises by Licensee pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$1,000,000; and
- (b) During any period of construction activity with the Licensed Premises, a policy of automobile liability insurance covering any vehicles owned and/or operated by Licensee, its officers, agents, and employees with a minimum of \$1,000,000 combined single limit.

Notwithstanding the above limits, the amount of insurance coverage set forth herein to be purchased by Licensee shall at all times be not less than twice the amount of the maximum liability for City per occurrence as set forth in the Texas Tort Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et.seq. as amended or succeeded). Such insurance shall be endorsed to (i) name City as an additional insured, (ii) provide for a waiver of subrogation in favor of City, and (iii) provide for not less than thirty (30) day notice to City in the event of termination for non-payment or reduction of limits below the required minimums. A certificate

of insurance in a form that complies with applicable law indicating the above coverage and endorsements are in effect shall be provided to City prior to Licensee commencing work to locate the Private Improvements in the Licensed Premises.

4. Licensee acknowledges and agrees that Licensee is not released by City from the responsibility or liability for damage to the Licensed Premises that may result from the construction, placement, operation and/or existence of the Private Improvements within the Licensed Premises.

5. If City determines, in its sole discretion, that in order for City to repair, replace, maintain, or alter the Licensed Premises or City's property, City utilities or City facilities including drainage facilities located on, over, or beneath the Licensed Premises, including the widening of any street or relocation of related curbs and/or sidewalks, and that it is reasonably necessary for Licensee to alter, relocate, or remove the Private Improvements within or from the Licensed Premises as the result of City's actions, Licensee shall solely bear the cost of repairing, replacing, or otherwise reconstructing any portion of the Private Improvements that may need to be relocated, altered, or removed by Licensee, with such relocations being at a place required by City.

6. If City determines in its sole discretion and upon reasonable engineering standards that the Private Improvements pose a hazard to the public or may interfere or impede traffic safety in any way, the Private Improvements, at the sole cost of Licensee, must be modified, relocated, or removed upon written notice from City, and this Agreement shall terminate.

7. The Private Improvements shall be designed and constructed in accordance with City's standard specifications and ordinances for driveways and shrubbery within the City. No other private improvements, permanent or temporary, shall be allowed within the Licensed Premises unless prior written permission from City is granted to Licensee.

8. It is understood that by execution and granting of this License, City does not impair or relinquish City's right to use the Right of Way or the Licensed Premises for any other purpose, nor shall use of the Licensed Premises by Licensee under this License ever be construed as abandonment by City of the Licensed Premises as a right of way. Licensee understands, acknowledges, and agrees that City does not by this Agreement grant or convey any real property interest in the Licensed Premises but merely consents to such use by Licensee to the extent City's authority and title permits.

9. This Agreement shall terminate upon the removal of the Private Improvements from the Licensed Premises for more than six (6) consecutive months.

10. Notwithstanding this grant of the license to Licensee to use the Licensed Premises as provided in this Agreement, Licensee shall continue to be obligated to comply with any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises. To the extent that any provisions of any conflict between this

Agreement and any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises, the more stringent requirement shall control.

11. This Agreement shall be binding upon Licensee and Licensee's successors and assigns.
12. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.
13. Licensee may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Licensee to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.
14. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.
15. This Agreement may be amended only by the mutual written agreement of the parties.
16. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Licensee, to:

Justin and Angela Himmelreich
2515 Orr Road
Lucas, Texas 75002

In intended for City to:

City of Lucas
Attn: City Manager
665 County Club Road
Lucas, Texas 75002

With Copies to:

City of Lucas
Attn: City Engineer
665 County Club Road
Lucas, Texas 75002

Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager &
Smith, LLP
500 N. Akard Suite 1800
Dallas, Texas 75201

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

18. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of City under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, City does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to City against claims arising in the exercise of governmental powers and functions.

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

20. This Agreement may be terminated by City by providing one hundred and eighty (180) days' written notice to Licensee following a determination by City that City desires to use the Licensed Area to as an improved right of way to expand Forest Grove Road or any other right of way at said location. If City terminates this Agreement pursuant to this Section 20, Licensee shall be entitled to no compensation for the Private Improvements.


(signatures on following page)

SIGNED AND AGREED this 18 day of December 2019.

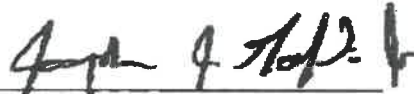
CITY OF LUCAS, TEXAS:

By: 
Joni Clarke, City Manager

ATTEST:

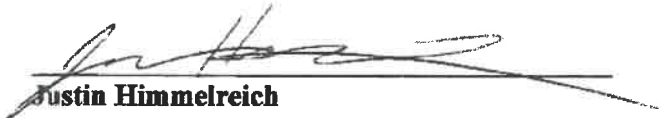

Stacy Henderson, City Secretary

APPROVED AS TO FORM:


Joseph J. Gorfida Jr., City Attorney

SIGNED AND AGREED this _____ day of _____ 2019.

LICENSEE:

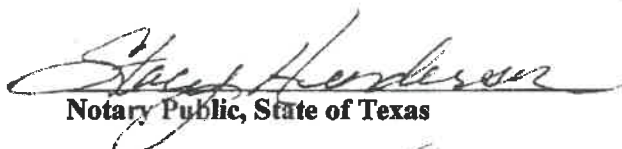

Justin Himmelreich


Angela Himmelreich

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me, the undersigned authority, this 15th day of December, 2019, by Joni Clarke, City Manager, City of Lucas, Texas, a Texas home rule municipality, for and on behalf of said municipality.


Notary Public, State of Texas
My Commission Expires: 9-10-2023



LICENSEE'S ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me, the undersigned authority, on the 12th day of December, 2019 by Justin Himmelreich and Angela Himmelreich.

Susan K. Donica
Notary Public, State of Texas

My Commission expires: 4-7-2023

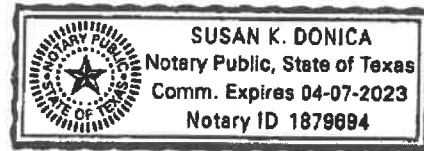
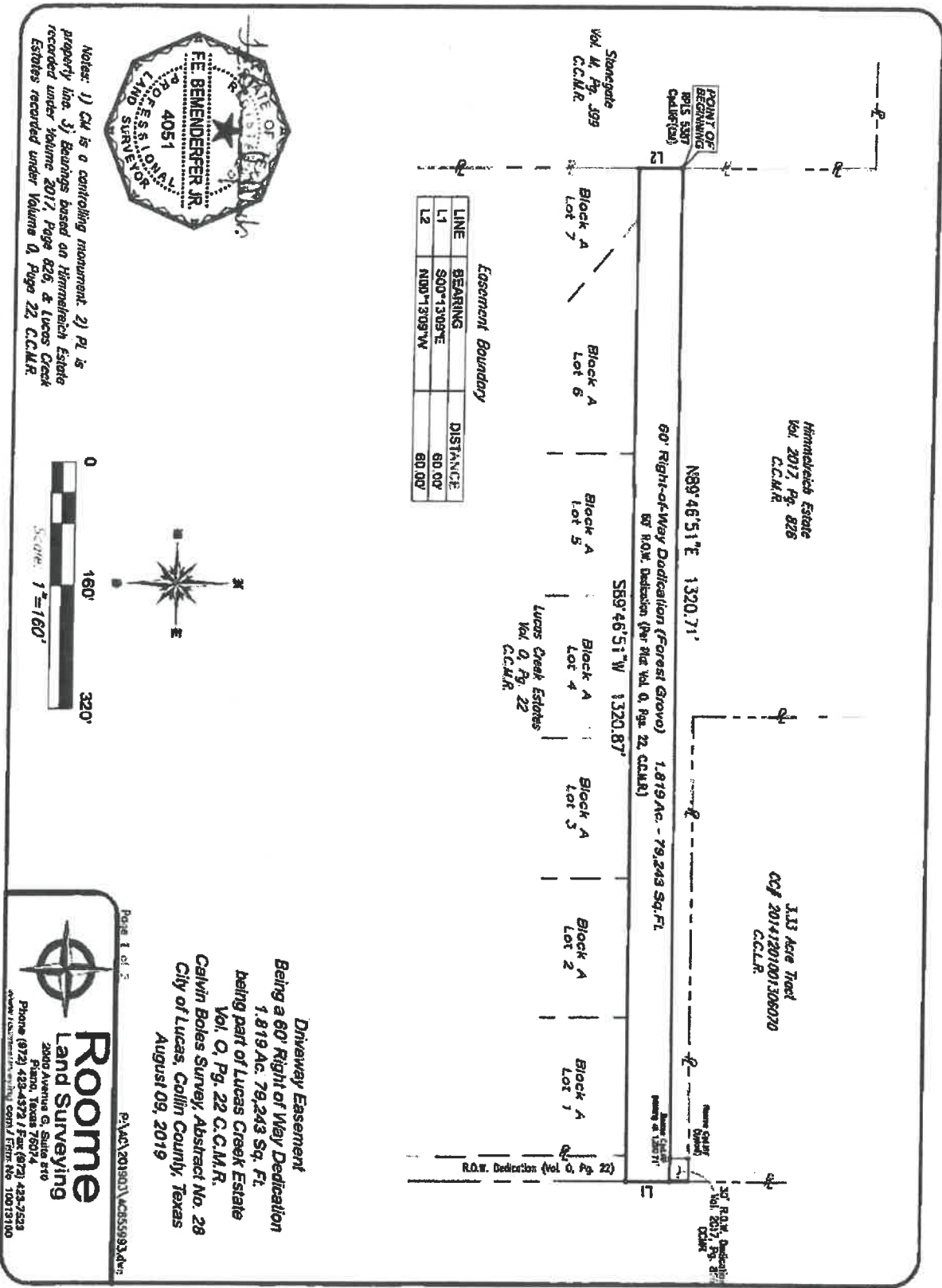


EXHIBIT "A"
Description of Licensed Premises



Driveway Easement
 Being a 60' Right of Way Dedication
 1,879 Ac. 79,243 Sq. Ft.
 being part of Lucas Creek Estate
 Vol. 0, Pg. 22 C.C.M.R.
 Calvin Boles Survey, Abstract No. 28
 City of Lucas, Collin County, Texas
 August 09, 2019

Page 1 of 3

Roome Land Surveying
 2000 Avenue G, Suite 810
 Plano, Texas 75074
 Phone (972) 423-4721 Fax (972) 423-2523
 www.roome.com

EXHIBIT "A"
Description of Licensed Premises

Driveway Easement
1.819 Acres/79,243 Sq.Ft.
Being a 60' Right-of-Way Dedication
Lucas Creek Estates - Vol. 0, Page 22, CCMR

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Calvin Boles Survey, Abstract No. 28, being all of a 60' right-of-way dedication by Lucas Creek Estates as recorded in Vol. 0, Page 22 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a RPLS 5387 capped iron rod found marking the northwest corner of said 60' right-of-way dedication, the northwest corner of Lucas Creek Estates, the southwest corner of Himmelreich Estate as recorded in Volume 2017, Page 826 of the Collin County Map Records, and being in the east line of Stonegate, an addition to the City of Lucas as recorded in Volume M, Page 399 of the Collin County Map Records;

THENCE with the north line of said 60' right-of-way dedication, the north line of Lucas Creek Estates, and the south line of Himmelreich Estate, North 89°46'51" East, passing at 1,280.71 feet a Roome capped iron rod found marking the west line of a 30' right-of-way dedication per Himmelreich Estate, and continuing for a total of 1520.71 feet to a point in Orr Road marking the northeast corner of said 60' right-of-way dedication;

THENCE with Orr Road along the east line of said 60' right-of-way dedication, South 00°13'09" East, 60.00 feet to a point in Orr Road marking the southeast corner of said 60' right-of-way dedication;

THENCE with the south line of said 60' right-of-way dedication, and starting at 33.81 feet along the north line of Lots 1-7, Block A of Lucas Creek Estates, South 89°48'51" West, 1320.87 feet to a point marking the northwest corner of Lot 7, Block A of Lucas Creek Estates, the southwest corner of said 60' right-of-way dedication, and being in the east line of the aforementioned Stonegate;

THENCE with the west line of said 60' right-of-way dedication, and the east line of Stonegate, North 00°13'09" West, 60.00 feet to the place of beginning and containing 1.819 acres or 79,243 square feet of land.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/19/2019 11:04:24 AM
\$66.00 DFOSTER
20191219001618760

Stacey Kemp



City of Lucas

City Council Agenda Request

February 6, 2020

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider the supplemental information associated with the Birkhoff, Hendricks & Carter drainage analysis of the Reid Branch Tributary 1, which includes the Lemontree Country Estates and Kingswood Estates neighborhoods including flow maps and findings associated with neighborhood site visits.

Background Information

At the April 18, 2019, City Council meeting, the City Council authorized the City Manager to enter into a contract with Birkhoff, Hendricks & Carter for a drainage analysis of the basin contributing stormwater runoff to Reid Branch Tributary 1, which includes the Lemontree Country Estates and Kingswood Estates neighborhoods.

The following was not considered in the Birkhoff analysis reported to the City Council on November 7, 2019:

1. location, need, or existence of drainage easements;
2. Kingswood Estates drainage construction plans;
3. cost or maintenance of drainage improvements; and
4. the drainage facilities in Lynn Acres, Glenbrook Estates, and Sky View Estates.

The City Council directed the City Manager to visit with the various residents and make further observations regarding the drainage within Lemontree Country Estates and Kingswood Estates. The goal of the visits was to expand the estimated drainage flows and to incorporate any additional observations by residents of these two neighborhoods. On December 3, 2019, Mayor Olk and City staff met with property owners of the Kingswood Estates neighborhood. The group walked the western and southern boundary of the Kingswood Estates neighborhood. Various drainage features such as swells and ditches had been present at one time, but these features were no longer present due to lack of maintenance. Most of the drainage flow areas have been silted in. Along the southern boundary, a significant impediment to drainage flow was observed. The impediment was a severe reduction in the available area for water to flow in the 50-foot drainage easement. The flow area of the easement had been restricted into a culvert pipe. The drainage easement along the eastern boundary of the Kingswood Estates neighborhood was not observed.

The Kingswood Estates drainage construction plans were not available for review prior to the November 7, 2019, City Council meeting. Birkhoff has reviewed the plans.



City of Lucas

City Council Agenda Request

February 6, 2020

Staff and the design engineers have visited the area multiple times to observe stormwater runoff and to collect additional data. This data was used to create a more detailed drainage flow map. Without the drainage plans for Lemontree Country Estates, no definitive drainage information is available. The flow map shows flow arrows based on observations by property owners and the basic assumption that drainage in Lemontree Country Estates is functioning to some degree.

Staff met with the Lovejoy High School design engineer as well as Lovejoy ISD staff to discuss the maintenance items needing to be addressed per the Birkhoff recommendations. Lovejoy ISD is moving forward with compliance of the Birkhoff recommendations.

Attachments/Supporting Documentation

1. Existing Flow Maps
2. Suggested Flow Maps
3. Birkhoff Email dated January 21, 2020
4. Birkhoff Drainage Area Map
5. City of Lucas Drainage Policy 1998
6. Kingswood Estates 1992 Drainage Design Plan
7. Item 5 from the November 7, 2019, Lucas City Council meeting

Budget/Financial Impact

If the City would like additional analysis that would include mapping the Kingswood Estates drainage easements, there would be an additional cost of \$2,500 to add this work to the scope of work. Other neighborhoods can be added as well. Staff is requesting the GIS data from each consultant associated with Rimrock Estates, Farmstead, and Ella Brooke Estates. Lemontree Country Estates has no drainage easements only roadway easements.

Recommendation

Lovejoy High School Pond Recommendations:

City staff will work with Lovejoy ISD to reestablish drainage facilities as designed within the 2006 high school construction plans and if practical, add additional improvements.

City Engineer Stanton Foerster recommends the following:

Kingswood Estates Recommendations:

The flow lines and drainage elements need to be reestablished per the original subdivision plans.



City of Lucas
City Council Agenda Request
February 6, 2020

Lemontree Country Estates Recommendations:

The flow lines and drainage elements need to be reestablished per the existing culverts if possible. The flow line between each exiting culvert should be connected with a positive flow towards the outfall on the western edge of the Kingswood Estates subdivision.

Motion

I make a motion to...



These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 JOSEPH T. GRAJEWSKI, III
 TEXAS P.E. NO. 104984
 January 2020

CITY OF LUCAS, TEXAS
LEMONTREE DRAINAGE ANALYSIS
DIRECTIONAL FLOW ARROWS
EXISTING FLOWS

BHC
 PROJECT NO.
 2019-118
 January, 2020

SHEET NO.
X



These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 JOSEPH T. GRAJEWSKI, III
 TEXAS P.E. NO. 104984
 January 2020

CITY OF LUCAS, TEXAS
LEMONTREE DRAINAGE ANALYSIS
DIRECTIONAL FLOW ARROWS
SUGGESTED FLOWS

BHC
 PROJECT NO.
 2019-118
 January, 2020

SHEET NO.
X

Stanton Foerster

From: Joe Grajewski <JGrajewski@BHCLLP.COM>
Sent: Tuesday, January 21, 2020 10:33 AM
To: Stanton Foerster
Subject: Kingswood Estates Drainage Analysis
Attachments: Updated DA Map (01-21-2020).pdf

Stanton,

We have delineated the drainage area contributing to the southwest corner of Kingswood Estates and compared that to the drainage area shown on the drainage design for the development. The drainage plans include a drainage area map indicating 15.64 cfs of off-site flow (Drainage Area No. 6) accumulates at that southwest corner and is then conveyed through lots 8, 7 and 6 at the south end of Kingswood Estates. Our analysis indicates that the off-site drainage area contributing to this area is 45.79 acres generating a 100-year flow of approximately 145 cfs (shown in green on the attached drainage area map).

A portion of that off-site area flows towards Kingswood Estates from the northwest and is directed to the south along the west side of the lots in Kingswood. During a site visit to the area, a small berm was observed along the west side of these lots, but there was a lack of an open channel to adequately convey the flow to the south. The drainage plans for Kingswood do not include a drainage channel for this area. Without a channel along the west side of Kingswood Estates, a portion of this off-site area will flow across the lots towards Kingswood Drive. Statements made by local residents confirmed this was occurring.

A drainage channel is included on the plans for conveyance through a drainage easement across lots 8, 7 and 6. Based on calculations provided on the drainage plans, this channel has a capacity of 90 cfs flowing full with 1.5-feet of depth. Our independent analysis confirmed these calculations. This channel lacks capacity to convey the off-site runoff accumulating at the southwest corner of Kingswood Estates. Additionally, during a site visit with residents and City staff, there were impediments to flow observed, including an 18-inch corrugated metal pipe culvert on lot 7. This corrugated metal pipe has a capacity under 10 cfs and is inadequate to convey runoff through this area even during a much smaller storm event.

A revised drainage area map is attached including the off-site area accumulating at the southwest corner of Kingswood Estates. Additional flow paths have been added to the drainage area map as discussed with City staff.

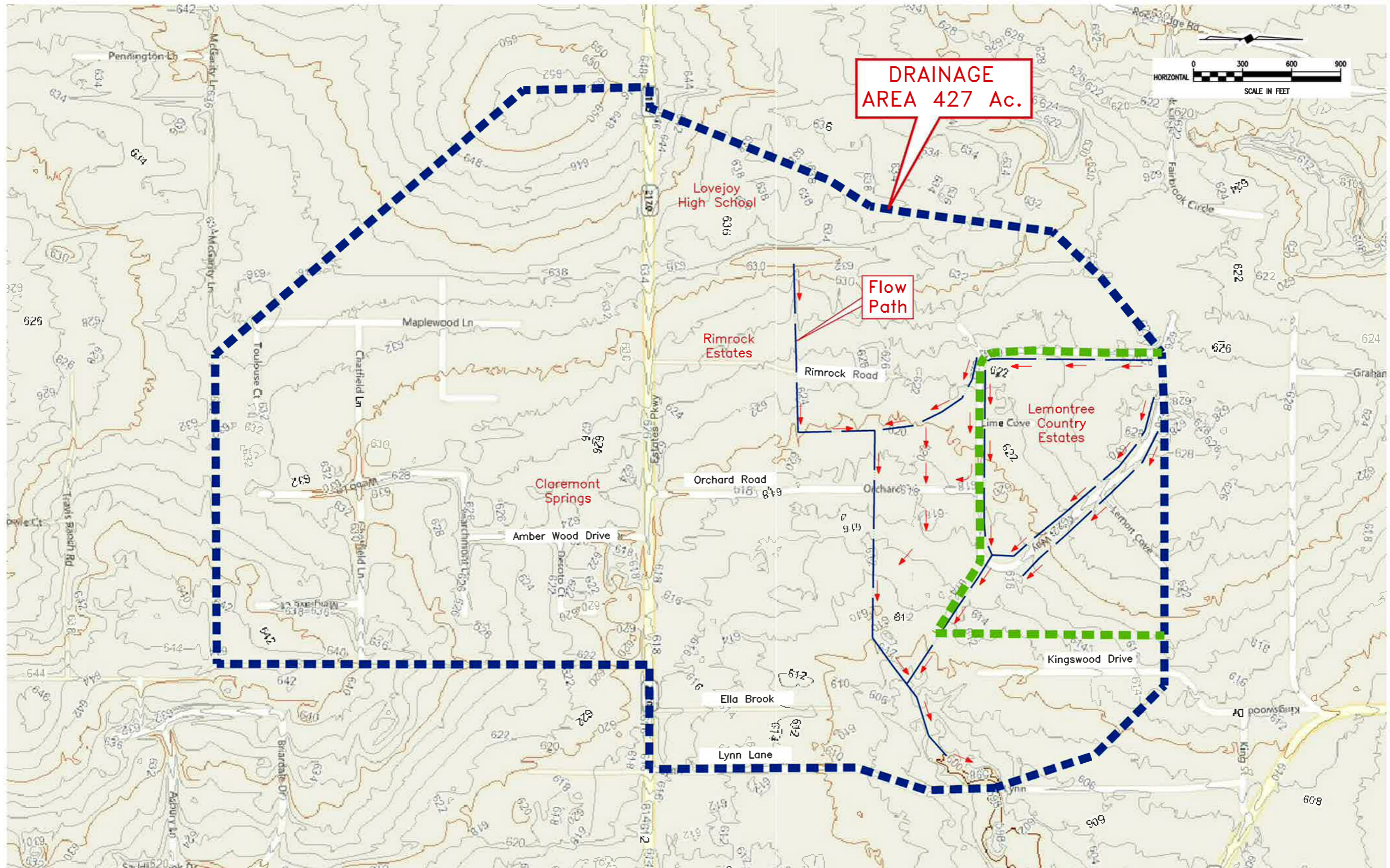
We are available to discuss our analysis further at your convenience.

JG

Joseph T. Grajewski, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
TBPE Firm 526
11910 Greenville Ave., Suite 600
Dallas, TX 75243
Phone: (214) 361-7900
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Mobile: (214) 991-6923

 birkhoff,
hendricks &
carter, L.L.P.

These plans and related specifications were prepared for construction of the specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks, & Carter, L.L.P.

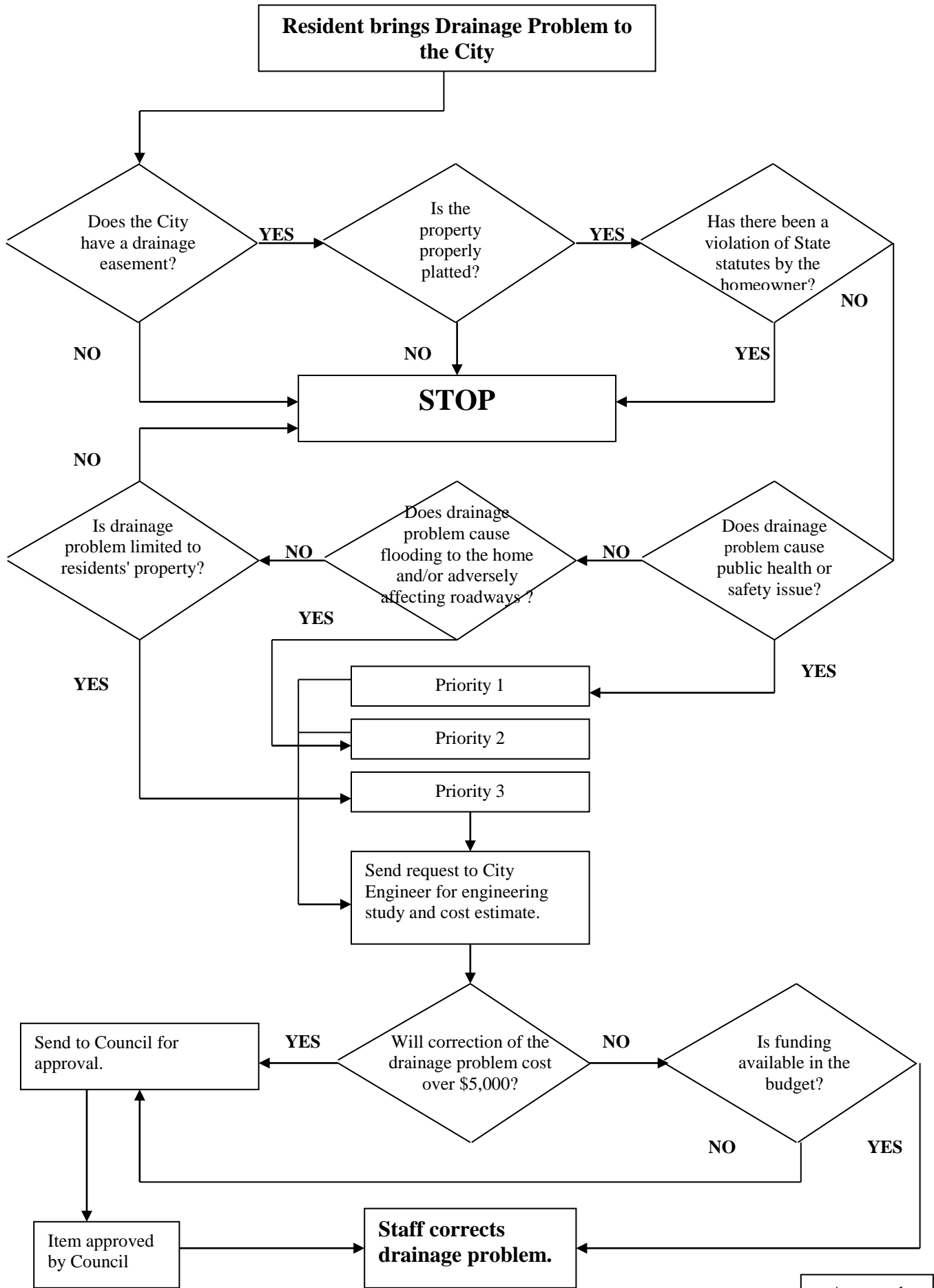


BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 Texas Firm F526
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 Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW
 AND ARE NOT INTENDED FOR CONSTRUCTION,
 BIDDING, OR PERMIT PURPOSES.
 JOSEPH T. GRAJEWSKI, III
 TEXAS P.E. NO. 104984
 January, 2020

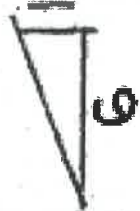

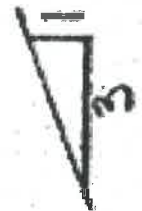
CITY OF LUCAS, TEXAS
 LEMONTREE DRAINAGE ANALYSIS
 DRAINAGE AREA MAP

BHC
 PROJECT NO.
 2019-118
 SHEET NO.
 X
 January 2020



Approved
9/8/98 Lucas
City Council

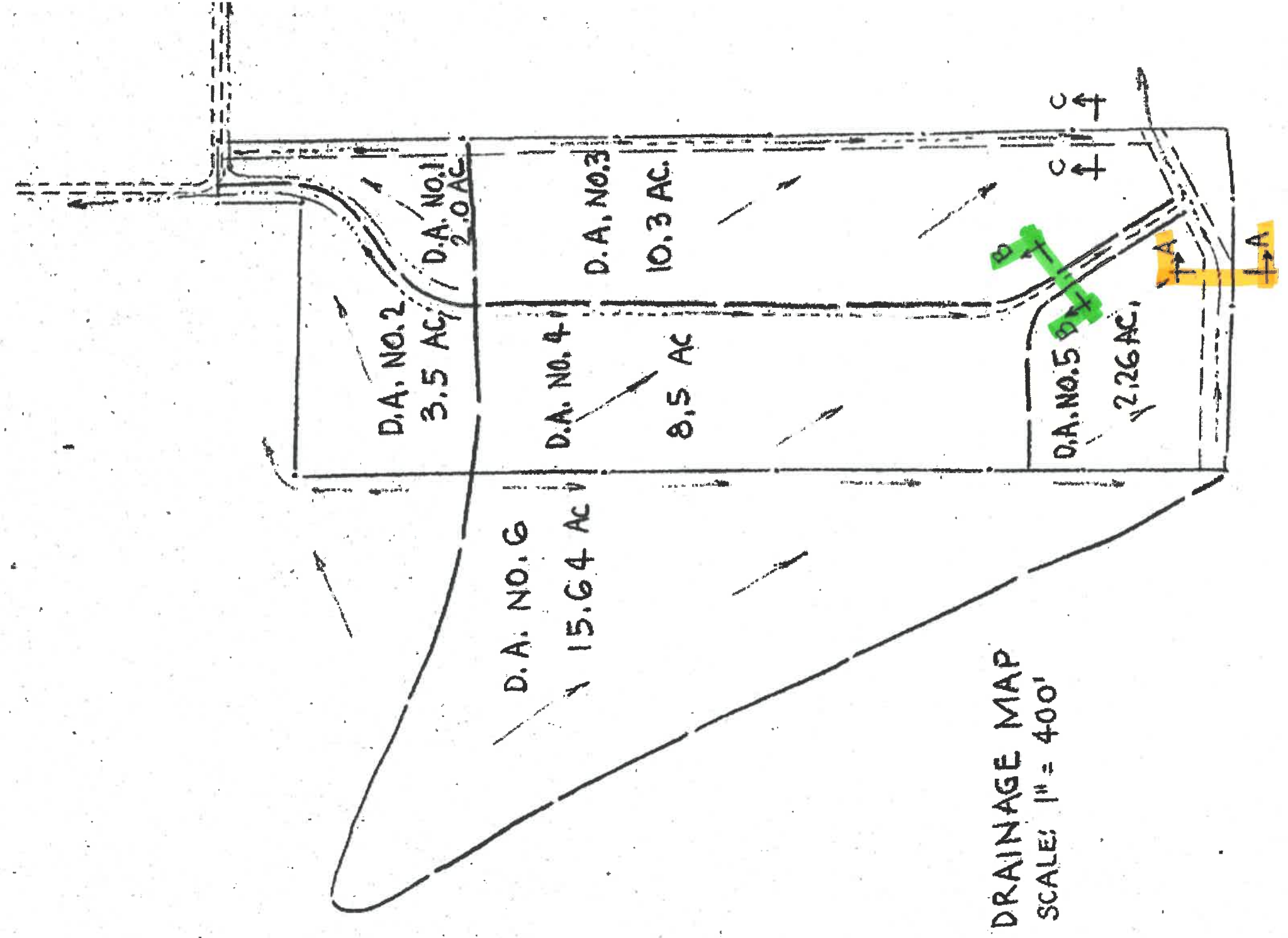
DRAINAGE DITCHES / 6' WIDE BOT.

SECTION	DEPTH IN FT.	SIDE SLOPE	TOP WIDTH	CROSS-SECT. AREA SQ.FT.
A-A	1.5		24'	22.5
B-B	1.17		13'	11.12
C-C	1.5		15'	15.75

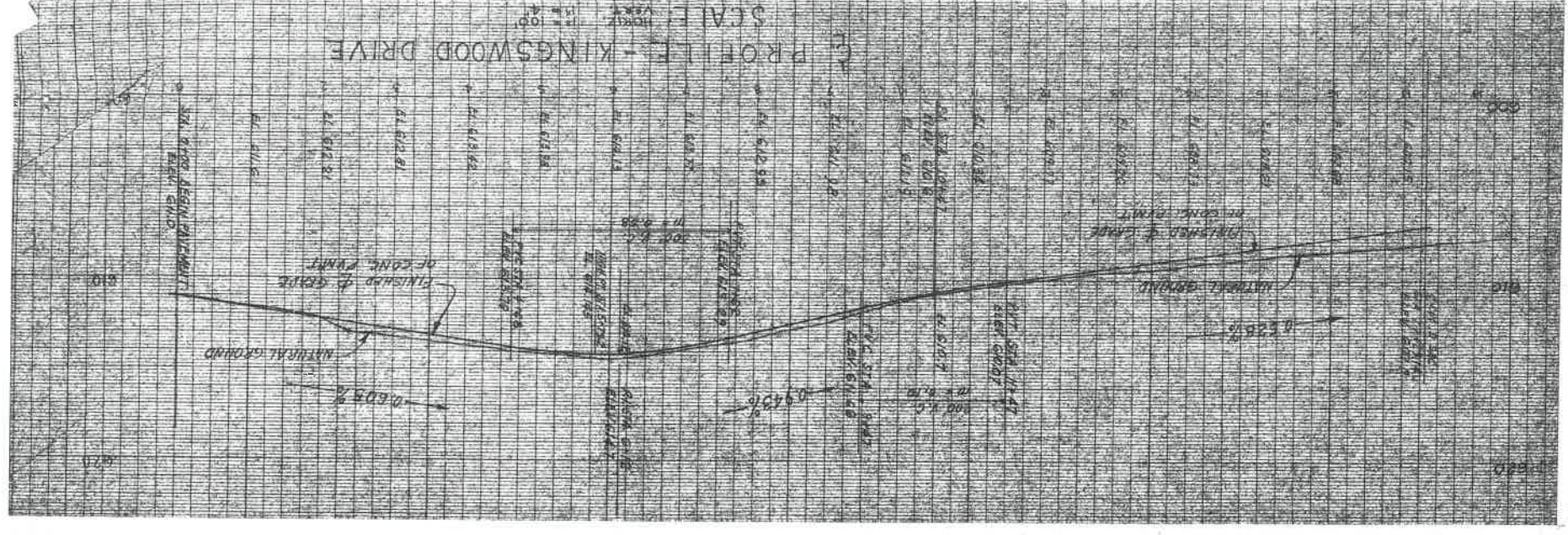
(3)

DITCH CAPACITY USING MANNING'S FORMULA ROUGHNESS COEFF. .035		RUNOFF (C = 0.55)			
SECTION	SLOPE	GAP. Q C.F.S.	DR. AREA ACRES	INT IN./HR. C.F.S.	Q
A-A	1%	90	17.9	7.5	74
B-B	1%	42	8.5	7.7	36
C-C	0.5%	48	10.3	7.7	43.6

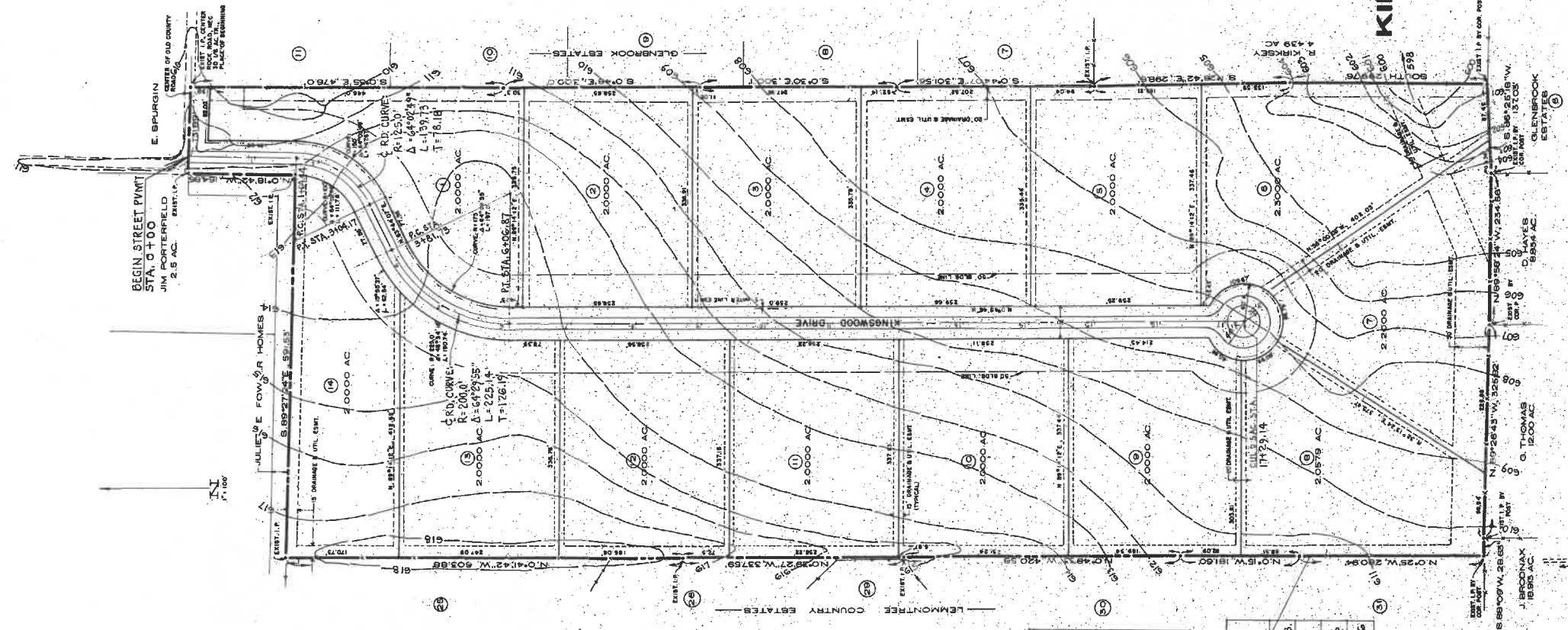
(3)



DRAINAGE MAP
SCALE: 1" = 400'



PROFILE - KINGSWOOD DRIVE
SCALE: 1" = 40'

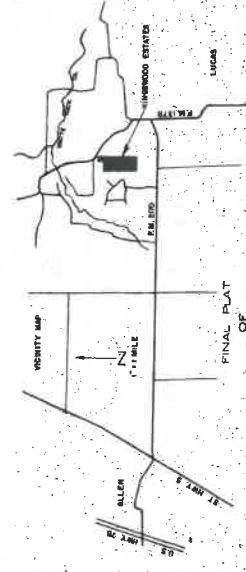


KINGSWOOD ESTATES

AN ADDITION TO THE CITY OF LUCAS, IN
THE JAMES GRAYUM SUB. ABST. NO. 35A,
COLLIN COUNTY, TEXAS

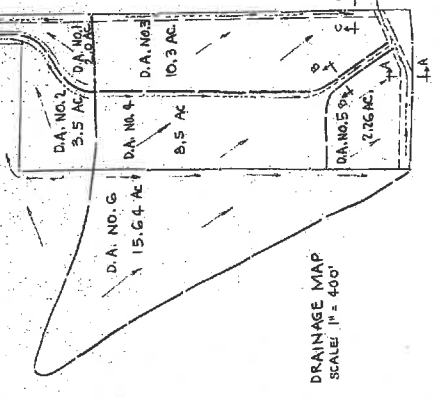
OWNER: DON KING'S SON, CONSTRUCTION CO
917 N. BOWSER,
RICHARDSON, TEXAS 75081

ENGINEER &
SURVEYOR: G.M. GEER
P.O. BOX 325
MOONNEY, TEXAS 76089

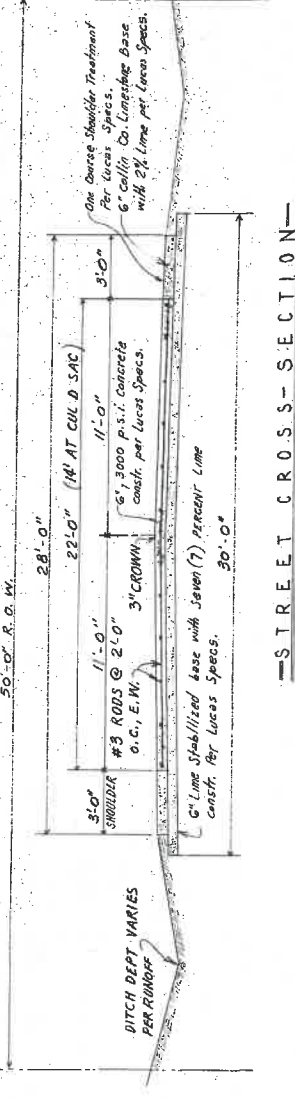


DRAINAGE DITCHES / G WIDE DOTT.		
SECTION	DEPTH SIDE IN. FT.	CROSS-SECT. TOP WIDTH, AREA SQ.FT.
A - A	1.5	24' 22.5
B - B	1.17	18' 11.2
C - C	1.5	15' 15.75

DITCH CAPACITY USING MANNING'S FORMULA ROUGHNESS COEFF. .055		
SECTION	SLOPE C/F'S.	DR. AREA INT. ACRES IN. HR. C.F'S.
A - A	1%	30 17.9 7.5 74
B - B	1%	42 8.5 7.7 96
C - C	0.5%	48 10.3 7.7 48.6



DRAINAGE MAP
SCALE: 1" = 400'



STREET CROSS-SECTION
SCALE: 1/4" = 1'-0"

STREET PLAN, PROFILE & CROSS-SECTION AND DRAINAGE DESIGN

DESIGN: G.M. GEER, REG. PROFESSIONAL
ENGINEER, NO. 6653



City of Lucas

City Council Agenda Request

November 7, 2019

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider the findings associated with the Birkhoff, Hendricks & Carter drainage analysis of the Reid Branch Tributary 1, which includes the Lemontree Country Estates and Kingswood Estates neighborhoods and provide direction to the City Manager.

Background Information

At the April 18, 2019, City Council meeting, the City Council authorized the City Manager to enter into a contract with Birkhoff, Hendricks & Carter for a drainage analysis of the basin contributing stormwater runoff to Reid Branch Tributary 1, which includes the Lemontree Country Estates and Kingswood Estates neighborhoods.

At least 15.64 acres from Lemontree Country Estates drains into the Kingswood Estates neighborhood. With the unusually wet Fall of 2018, the residents of Kingswood Estates have been requesting assistance from the City. The drainage swells in and through 2, 3, and 4 Kingswood Drive appear to be nonfunctional. These swells appear to be nonexistent due to lack of maintenance or siltation. Some Kingswood Estates properties have filled in and landscaped the drainage flow areas within the street right-of-way. Lemontree Estates and Kingswood Estates neighborhoods drain to both White Rock Creek or one of its tributaries.

The following was not considered in the Birkhoff analysis:

1. location, need, or existence of drainage easements;
2. Kingswood Estates drainage construction plans;
3. cost or maintenance of drainage improvements; and
4. the drainage facilities in Lynn Acres, Glenbrook Estates, and Sky View Estates.

The following is the recommendation and conclusion sections taken directly from the Birkhoff analysis:

Lemontree Country Estates Channel & Driveway Culverts Recommendations

1. Recalculate the total flow in the roadside ditch west of Citrus Way, including the offsite area from the Lovejoy High School and onsite area within the Lemontree Country Estates Addition, using current engineering design requirements for runoff coefficients, time of concentration and storm intensities.



City of Lucas

City Council Agenda Request

November 7, 2019

2. At a minimum, we recommend reconstructing the roadside ditch for about 200 feet on each side of Mandarin Cove and replacing the culverts at Mandarin Cove based on the design criteria selected by the City of Lucas.
3. A drainage improvement project could also be considered to reconstruct the roadside ditch along the south side of Citrus Way and the driveway culverts from Mandarin Cove to Orchard Lane based on the design criteria selected by the City of Lucas.

Lemontree Country Estates Addition (Orchard Road) Recommendations

1. Additional surveys and analysis could be performed on the channel and culverts crossing Orchard Road to determine any improvements necessary to perform in accordance with the design criteria selected by the City of Lucas. Our concept plan recommends at a minimum that the side slopes of the open channel be flattened to 4:1 or flatter. The channel could also be graded steeper to drain better, if permission to grade on to the adjacent tract downstream (east) could be obtained.
2. Debris, trash removal and minimal grading could help alleviate the standing water experienced by the property owner on the north side of the channel (east of Orchard Road).

Lovejoy High School Pond Recommendations

1. Additional surveys and analysis of the pond should be performed to determine if adequate storage is currently provided and if the existing outfall structure should be modified to perform as it was originally designed. Our concept plan exhibit recommends, at a minimum, raising the berm along the east side of the detention pond to be at least 1-foot above the 100-year water surface elevation based on the plans.
2. The Lovejoy High School detention pond should be analyzed to determine any improvements necessary to perform in accordance with the design criteria selected by the City of Lucas. This could include performance based on a number of design storms, including more frequently occurring events.
3. A detention pond improvements project could be constructed based on the design criteria selected by the City of Lucas.

Rimrock Estates Recommendations

1. The proper function of the Lovejoy High School detention pond is a crucial element for the proper function of the detention ponds constructed in the Rimrock Estates Addition and therefore addressing any detention pond performance issues would be highly recommended.



City of Lucas

City Council Agenda Request

November 7, 2019

2. Additional surveys and analysis of the drainage swale downstream of Pond B could be performed to determine the anticipated 100-year depth of flow in “Pond A” to determine if improvements would be required to provide necessary free-board to adjacent properties within the Rimrock Estates Addition.

Kingswood Estates Recommendations

1. At a minimum, we recommend installing a concrete pilot channel in each of the swales from driveway to driveway. This would help to drain most of the water which accumulates in the driveways after a storm event. Without grass impeding flow, a pilot channel should also reduce the likelihood of water stagnating in between driveways. We recommend a concrete pilot channel 2 to 3-ft in width with a 1-inch invert between the driveways, on both sides of the street, for the full length of the north-south portion of Kingswood Drive shown on the exhibit. This approach is unlikely to provide 100-year design storm capacity but should reduce stormwater ponding.
2. Alternatively, we recommend a channel be designed along both sides of the road to convey a design storm event as determined by the City. The channel would begin at the downstream end of the drainage channel in the southeast corner of Kingswood Estates. This approach would include installing driveway culverts at each driveway and significant grading efforts to provide ditches along both sides of Kingswood Drive. A portion of each of the driveways would be reconstructed to remove the low water crossing and reconstruct the driveways over the new culverts.

Conclusions

The runoff from the northeast corner of the high school site was slightly reduced, based on our calculations and is not contributing to drainage problems for the existing ditch along Citrus Way, the culverts crossing Mandarin Cove and driveway culverts along the south side of Citrus Way in the Lemontree Country Estates. At a minimum, we recommend reconstructing the roadside ditch for about 200 feet on each side of Mandarin Cove and replacing the culverts at Mandarin Cove based on the design criteria selected by the City of Lucas. We also recommend consideration of reconstructing the roadside ditch along Citrus Way east of Mandarin Cove and the driveway culverts and design based on the design criteria selected by the City of Lucas.

A drainage improvement project could also be considered to reconstruct the roadside ditch and the driveway culverts along Citrus Way from west of Mandarin Cove to Orchard Lane based on the design criteria selected by the City of Lucas.

The north end of Lemontree Country Estates is at the top of the drainage basin and there are no indications that the culvert structure at the southeast corner of the development under Citrus Way lacks capacity to convey the runoff.



City of Lucas

City Council Agenda Request

November 7, 2019

Our observations of the Lovejoy High School detention pond indicate less volume may be provided and the outfall structure may not perform as originally designed. This could result in weir flow over the berm, sending a higher rate of flow downstream than the original design intended. The design of drainage features downstream of the high school pond in Rimrock Estates are based on the high school pond and outfall structure functioning as originally designed. The water surface elevation through Rimrock Estates could rise causing adverse impacts to the lots and overwhelming other drainage facilities downstream of the high school without some improvements to the detention pond. At a minimum, we recommend the berm for the detention pond be raised to at least 1-foot above the 100-year water surface elevation based on the plans.

The channel crossing the Lemontree Country Estates Addition and the culverts crossing Orchard Lane do not have capacity for a 100-year event. At a minimum, we recommend flattening the side slopes of the channel from Rimrock Estates to the east property line of Lemontree Country Estates to 4:1 or less for ease of maintenance. A drainage improvement project could also be considered to size the channel and the culverts crossing Orchard Lane in accordance with the design criteria selected by the City of Lucas.

There are no roadside ditches and culverts in the Kingswood Estates Addition and there is some ponding of water in the driveways after a rain event. At a minimum, we recommend installing concrete pilot channels in the swales on both sides of the road from driveway to driveway.

Attachments/Supporting Documentation

1. Birkhoff, Hendricks & Carter, LLP Analysis
2. Drainage Flows and Easements Exhibit 1995
3. Kingswood Estates Profile
4. Kingswood Estates Area

Budget/Financial Impact

To be determined by the City Council at a later date.

Recommendation

Lovejoy High School Pond Recommendations

City staff will work with the Lovejoy ISD to reestablish drainage facilities as designed within the 2006 high school construction plans and if practical, add additional improvements.

City Engineer Stanton Foerster recommends the engagement of Birkhoff to evaluate, draft, and design the following as noted in priority order:



City of Lucas

City Council Agenda Request

November 7, 2019

Lemontree Country Estates Recommendations

- A. Draft easement documents for all improvements identified in the neighborhood. City staff will obtain the easements from each property owner at no cost to the City. No design would start until all needed easements are granted to the City.
- B. Design the drainage system swells in and through 7 to 10 Orchard Road as well as 1900 Estates Parkway.
- C. Design the roadside ditch, roadway culverts, and driveway culverts from 28 Citrus Way south and east to 11 Citrus Way including Mandarin Cove properties.

Kingswood Estates Recommendations

- D. Evaluate the drainage facilities as shown in the 1992 construction plans.
- E. If not adequate to efficiently move drainage flows, design new drainage facilities.

East of Kingswood Estates to the Reid Branch Tributary 1 Recommendations

- F. Evaluate the drainage facilities and if adequate, no further action is needed.
- G. If not adequate and/or easements are needed in Lynn Acres, draft easement documents for all improvements identified in the Lynn Acres neighborhood. City staff will obtain the easements from each property owner at no cost to the City. No design would start until all needed easements are granted to the City.
- H. Design new drainage facilities through Lynn Acres, Glenbrook Estates, and/or Sky View Estates.

Motion

I make a motion to authorize/not authorize the City manager to pursue the engagement of Birkhoff, Hendricks & Carter to evaluate, draft, and design the following recommendations:

- A. draft easement documents for Lemontree Estates,
- B. design drainage crossing for Orchard Road as well as 1900 Estates Parkway,
- C. design drainage system along Citrus Way and Mandarin Cove,
- D. evaluate Kingswood Estates 1992 construction plans,
- E. design new Kingswood Estates drainage facilities,
- F. evaluate the drainage east of Kingswood Estates to the Reid Branch Tributary 1,
- G. draft Lynn Acres easements,

and/or

- H. design new drainage facilities between Kingswood Estates and the Reid Branch Tributary 1.

ORIGINAL REPORT



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhellp.com

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ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.

October 11, 2019

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

Re: Lemontree Drainage Analysis
Final Report and Concept Plan

Dear Mr. Foerster:

As requested, we have completed a drainage analysis of the basin contributing storm water runoff to Reid Branch Tributary 1. Our analysis consisted of the following:

1. Review of the record drawings and drainage calculations provided by the City of Lucas for each of the developments within the basin.
2. Field survey of selected existing culverts and drainage features within the basin
3. Site investigation including walking the accessible drainage courses within the basin and examining the condition of existing culverts and other drainage features.

We have summarized our observations and possible recommendations from the analysis into the sections that follow:

Lemontree Estates Channel & Driveway Culverts Analysis

The northeast portion of the Lovejoy High School site (13.94 ac) drains undetained, to the southwest corner of the Lemontree Estates Addition. The Lovejoy High School record drawings include drainage calculations that indicate the pre-development 100-year flow rate was 34 cfs and the post-development flow rate was 85.3 cfs. However, after careful review of the calculations, we calculated a pre-development 100-year flow rate of approximately 44 cfs and a post-development flow rate of approximately 39 cfs.

Runoff from the Lovejoy High School site flows overland to a roadside ditch along the west side of Citrus Way. The ditch west of Citrus Way flows south to a culvert under Mandarin Cove at the southwest corner of the Lemontree Estates Addition. The culverts under Mandarin Cove are damaged and are undersized for a 100-year flow rate. The runoff then flows east in a roadside ditch along the south side of Citrus Way and through a series of driveway culverts that are also undersized for a 100-year flow rate. Several of the driveway culverts downstream of Mandarin Cove are also sloping the wrong way (against flow).



Image 1: Downstream Face of Mandarin Cove Culvert

Lemontree Estates Channel & Driveway Culverts Recommendations

1. Recalculate the total flow in the roadside ditch west of Citrus Way, including the offsite area from the Lovejoy High School and onsite area within the Lemontree Estates Addition, using current engineering design requirements for runoff coefficients, time of concentration and storm intensities.
2. At a minimum, we recommend reconstructing the roadside ditch for about 200 feet on each side of Mandarin Cove and replacing the culverts at Mandarin Cove based on the design criteria selected by the City of Lucas.
3. A drainage improvements project could also be considered to reconstruct the roadside ditch along the south side of Citrus Way and the driveway culverts from Mandarin Cove to Orchard Lane based on the design criteria selected by the City of Lucas.

Lovejoy High School Pond Analysis

A large portion of the Lovejoy High School site drains to a detention pond on the east side of the high school property. The record drawings for the pond include design calculations for a 34-inch orifice plate to be installed at the outfall structure for the pond. At the time of design and construction, this exceeded design criteria required for development within the City of Lucas.

During our site investigation it was observed that the pond is discharged via a 36-inch HDPE pipe without any restrictor plate. We also observed an erosion control device at the upstream side of the outfall (shown below).

Field surveys indicate low spots in the middle of the berm for the detention pond has near the outfall culvert as much as a foot lower than the north and south ends of the berm. Rock rip rap has been placed on the east side of the berm in this location indicating that water is going over the berm undetained and creating a potentially erosive situation. The Lovejoy High School record drawings include volumetric calculations for the pond and the pond may not be functioning as it was designed based on our observations.



Image 2: Lovejoy High School Pond Outfall

Lovejoy High School Pond Recommendations

1. Additional surveys and analysis of the pond should be performed to determine if adequate storage is currently provided and if the existing outfall structure should be modified to perform as it was originally designed. Our concept plan exhibit recommends, at a minimum, raising the berm along the east side of the detention pond to be at least 1-foot above the 100-year water surface elevation based on the plans.
2. The Lovejoy High School detention pond should be analyzed to determine any improvements necessary to perform in accordance with the design criteria selected by the City of Lucas. This could include performance based on a number of design storms, including more frequently occurring events.
3. A detention pond improvements project could be constructed based on the design criteria selected by the City of Lucas.

Rimrock Estates Analysis

The record drawings for Rimrock Estates demonstrate runoff passing through the development via a series of ponds. Pond A is at the downstream limits of the development and is within a drainage easement on two residential lots. The outfall constructed for Pond A does not match the record drawings which may cause the water surface elevation to be higher than anticipated. This condition coupled with a potentially higher release

rate from the high school detention pond upstream of this development could cause the Pond A water surface to be higher and potentially have adverse impacts on the two residential lots.

The water surface elevation in Pond B is controlled by a broad crested weir constructed at the downstream end of the pond. Design of this pond is based on the maximum design flow rate from the record drawings for the high school detention pond upstream of the development together with additional offsite drainage areas. The proper function of the high school detention pond is therefore critical to the design of Pond B. Additional discharge from the high school detention pond could cause higher water surface elevations in pond B, potentially going over Rimrock Drive. There is also the potential for adverse impacts to adjacent residential lots in this area.

The discharge from Pond B flows eastward in a swale labeled Pond A which turns northward along the east property line of the Rimrock Estates Addition flowing to a point where the drainage swale turns east towards Orchard Road.



Image 3: Rimrock Estates Pond A (Looking North)

Rimrock Estates Recommendations

1. The proper function of the Lovejoy High School detention pond is a crucial element for the proper function of the detention ponds constructed in the Rimrock Estates Addition and therefore addressing any detention pond performance issues would be highly recommended.
2. Additional surveys and analysis of the drainage swale downstream of Pond B could be performed to determine the anticipated 100-year depth of flow in “Pond A” to determine if improvements would be required to provide necessary free-board to adjacent properties within the Rimrock Estates Addition.

Lemontree Country Estates Addition (Orchard Road) Analysis

Flow discharged from Pond A in Rimrock Estates drains to a swale which drains to the east in the Lemontree Country Estates Addition to Orchard Road. The drainage plans for Rimrock Estates include a total 100-year release rate of 122.65 cfs. Two 18-inch culverts are provided at Orchard Road. These culverts do not have

capacity to convey runoff from the 100-year event. The road is only slightly higher than the top of the culverts indicating that water will overtop Orchard Road in a 100-year storm event.

The property owners on the north and south side of the channel downstream (east) of the Orchard Road culverts met with us while walking the drainage course and indicated that mowing the channel was difficult due to the steep side slopes. We observed a water depth of 1 to 2 -inches from the west property line of the Lemontree Country Estates Addition to just before the east property line. We observed some channel scour and concrete rubble had been dumped in this location.



Image 4: Channel Downstream of Orchard Road (Looking Upstream / West)

The property owner on the north side of the channel indicated there was frequent standing water on the northeast corner of his property and added that the channel does not drain to the east of his property like it did several years ago. We observed standing water east of Orchard Road along the north side of this property.

Lemontree Country Estates Addition (Orchard Road) Recommendations

1. Additional surveys and analysis could be performed on the channel and culverts crossing Orchard Road to determine any improvements necessary to perform in accordance with the design criteria selected by the City of Lucas. Our concept plan recommends at a minimum that the the side slopes of the open channel be flattened to 4:1 or flatter. The channel could also be graded steeper to drain better, if permission to grade on to the adjacent tract downstream (east) could be obtained.
2. Debris, trash removal and minimal grading could help alleviate the standing water experienced by the property owner on the north side of the channel (east of Orchard Road).

Kingswood Estates, The Farmstead and Claremont Springs Analysis

Runoff conveyed via the channel downstream (east) of Orchard Road continues flowing to the east and northeast through a series of ponds converging with flow from the southeast corner of Lemontree Estates, runoff from Kingswood Estates, runoff from The Farmstead, and flow released from the retention pond in the Claremont Springs Addition located on the south side of Estates Parkway. The drainage conveyance systems at these locations appear to function as designed. The combined flow channelizes and crosses Lynn Lane via

eight (8) 48-inch reinforced concrete pipe culverts. We did not observe any significant erosion issues or capacity problems at Lynn Lane.

Stormwater discharged from Claremont Springs flows through The Farmstead crossing Lee Lane via 3 – 6'x3' reinforced concrete box culverts. Drainage calculations from The Farmstead construction plans indicate that the detention ponds provided maintain pre-developed conditions and do not increase runoff within the basin.

Accumulated runoff flowing to the south along Kingswood Drive is conveyed via small undefined roadside swales. Driveways in Kingswood Estates lack culverts and the swales cross each driveway creating a low water crossing at each location. There is very little capacity along these swales, and it appears water ponds in most of the driveways after a storm event, due to grass and silt deposits on the low side of each driveway. Additionally, the swales have a relatively flat slope and water likely stagnates in various flat/low spots along the swales.

Kingswood Estates Recommendations

1. At a minimum, we recommend installing a concrete pilot channel in each of the swales from driveway to driveway. This would help to drain most of the water which accumulates in the driveways after a storm event. Without grass impeding flow, a pilot channel should also reduce the likelihood of water stagnating in between driveways. We recommend a concrete pilot channel 2 to 3-ft in width with a 1-inch invert between the driveways, on both sides of the street, for the full length of the north-south portion of Kingswood Drive shown on the exhibit. This approach is unlikely to provide 100-year design storm capacity but should reduce stormwater ponding.
2. Alternatively, we recommend a channel be designed along both sides of the road to convey a design storm event as determined by the City. The channel would begin at the downstream end of the drainage channel in the southeast corner of Kingswood Estates. This approach would include installing driveway culverts at each driveway and significant grading efforts to provide ditches along both sides of Kingswood Drive. A portion of each of the driveways would be reconstructed to remove the low water crossing and reconstruct the driveways over the new culverts.

Conclusions

The runoff from the northeast corner of the high school site was slightly reduced, based on our calculations and is not contributing to drainage problems for the existing ditch along Citrus Way, the culverts crossing Mandarin Cove and driveway culverts along the south side of Citrus Way in the Lemontree Estates. At a minimum, we recommend reconstructing the roadside ditch for about 200 feet on each side of Mandarin Cove and replacing the culverts at Mandarin Cove based on the design criteria selected by the City of Lucas. We also recommend consideration of reconstructing the roadside ditch along Citrus Way east of Mandarin Cove and the driveway culverts and designed based on the design criteria selected by the City of Lucas.

A drainage improvements project could also be considered to reconstruct the roadside ditch and the driveway culverts along Citrus Way from west of Mandarin Cove to Orchard Lane based on the design criteria selected by the City of Lucas.

The north end of Lemontree Estates is at the top of the drainage basin and there are no indications that the culvert structure at the southeast corner of the development under Citrus Way lacks capacity to convey the runoff.

Our observations of the Lovejoy High School detention pond indicate less volume may be provided and the outfall structure may not perform as originally designed. This could result in weir flow over the berm, sending

a higher rate of flow downstream than the original design intended. The design of drainage features downstream of the high school pond in Rimrock Estates are based on the high school pond and outfall structure functioning as originally designed. The water surface elevation through Rimrock Estates could rise causing adverse impacts to the lots and overwhelming other drainage facilities downstream of the high school without some improvements to the detention pond. At a minimum, we recommend the berm for the detention pond be raised to at least 1-foot above the 100-year water surface elevation based on the plans.

The channel crossing the Lemontree Country Estates Addition and the culverts crossing Orchard Lane do not have capacity for a 100-year event. At a minimum, we recommend flattening the side slopes of the channel from Rimrock Estates to the east property line of Lemontree Estates to 4:1 or less for ease of maintenance. A drainage improvements project could also be considered to size the channel and the culverts crossing Orchard Lane in accordance with the design criteria selected by the City of Lucas.

There are no roadside ditches and culverts in the Kingswood Addition and there is some ponding of water in the driveways after a rain event. At a minimum, we recommend installing concrete pilot channels in the swales on both sides of the road from driveway to driveway.

Let us know if there are any questions regarding our observations or recommendations contained in the preliminary report. We are available to discuss this report and our recommendations at your convenience.

Sincerely,



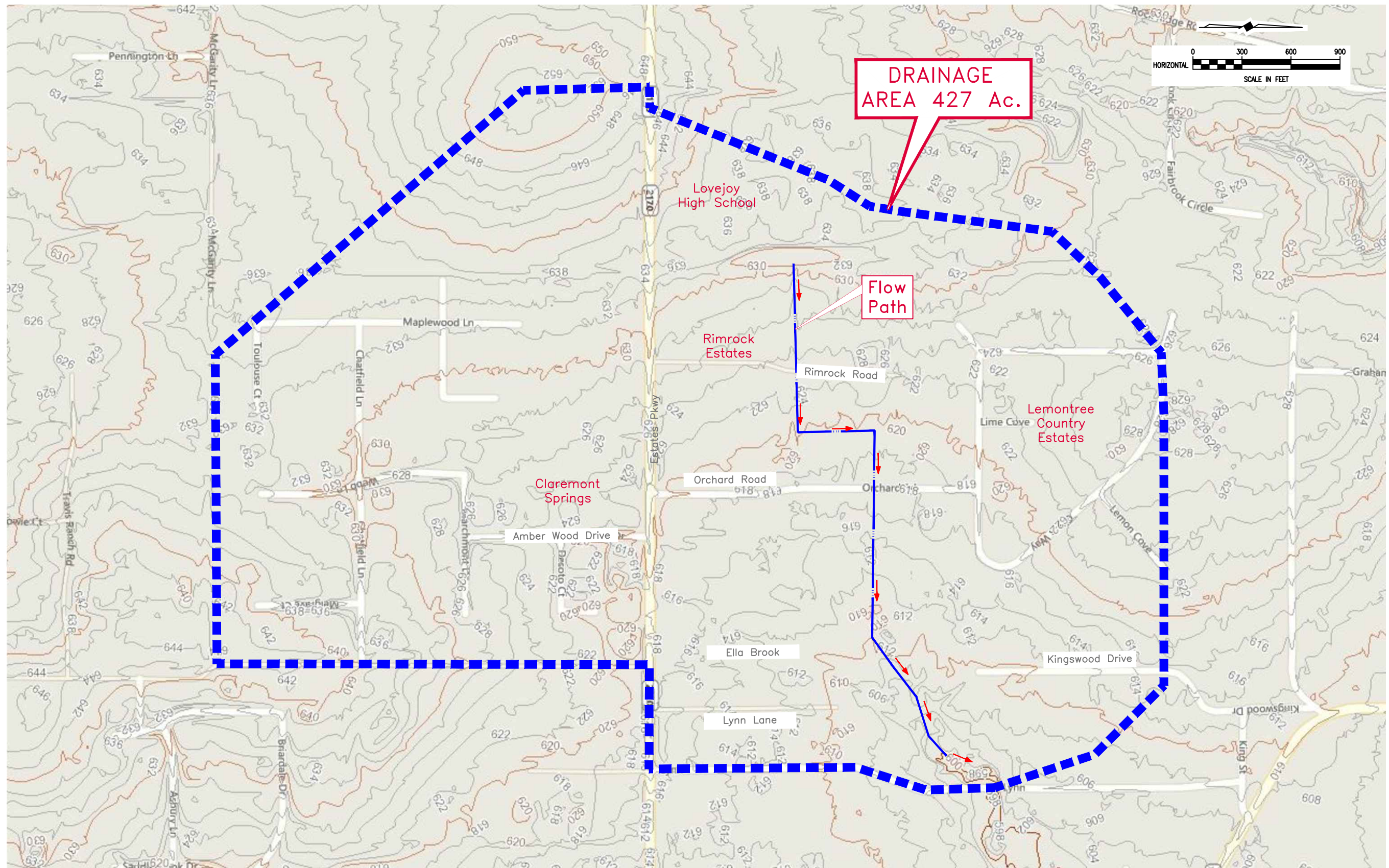
Joseph T. Grajewski, P.E.



Joe R. Carter, P.E., C.F.M.

Enclosures

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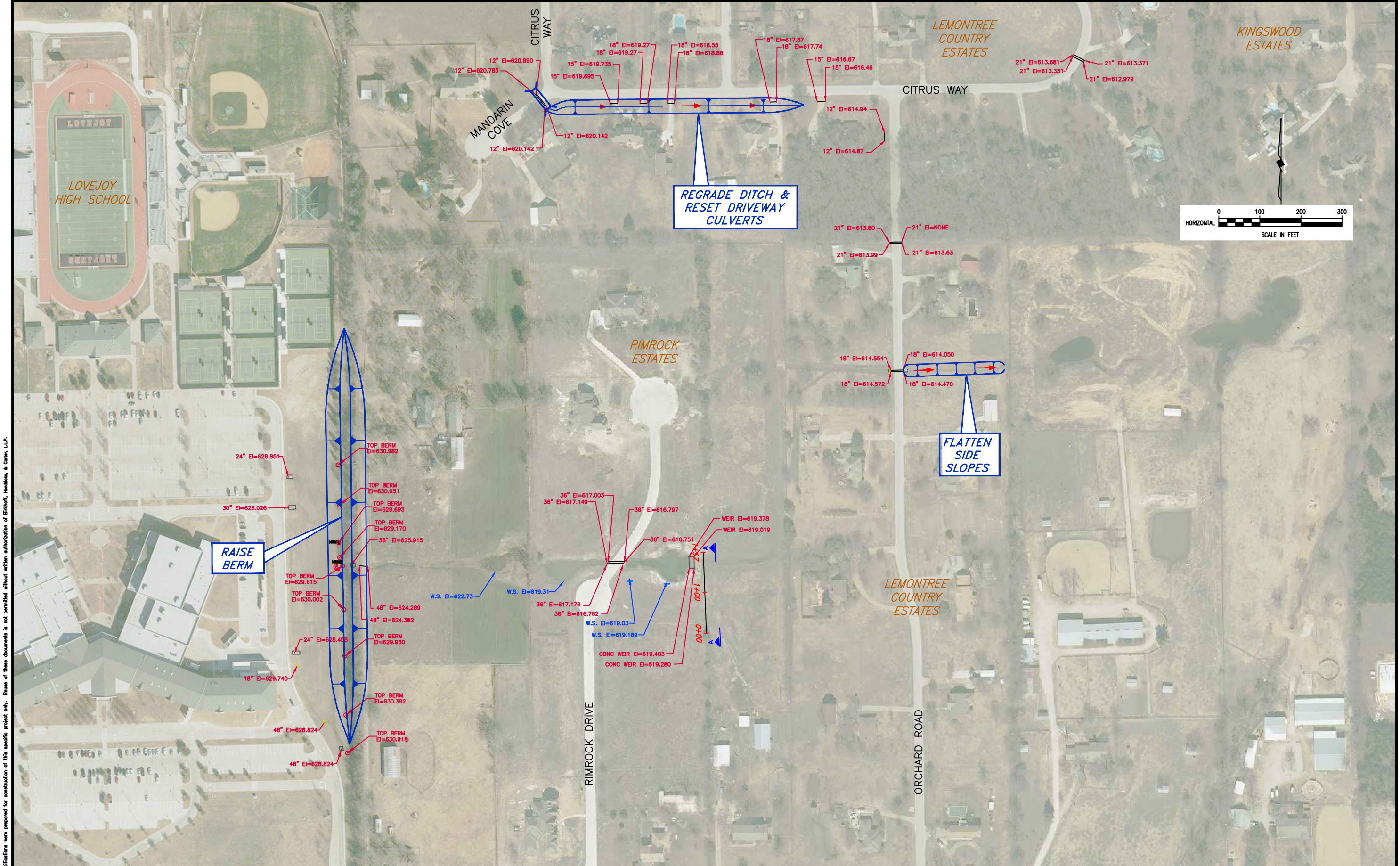
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 Texas Firm F526
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

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 BIDDING, OR PERMIT PURPOSES.
 JOSEPH T. GRAJEWSKI, III
 TEXAS P.E. NO. 104984
 October, 2019

CITY OF LUCAS, TEXAS
 LEMONTREE DRAINAGE ANALYSIS
 DRAINAGE AREA MAP

BHC
 PROJECT NO.
 2019-118
 October 2019

SHEET NO.
X



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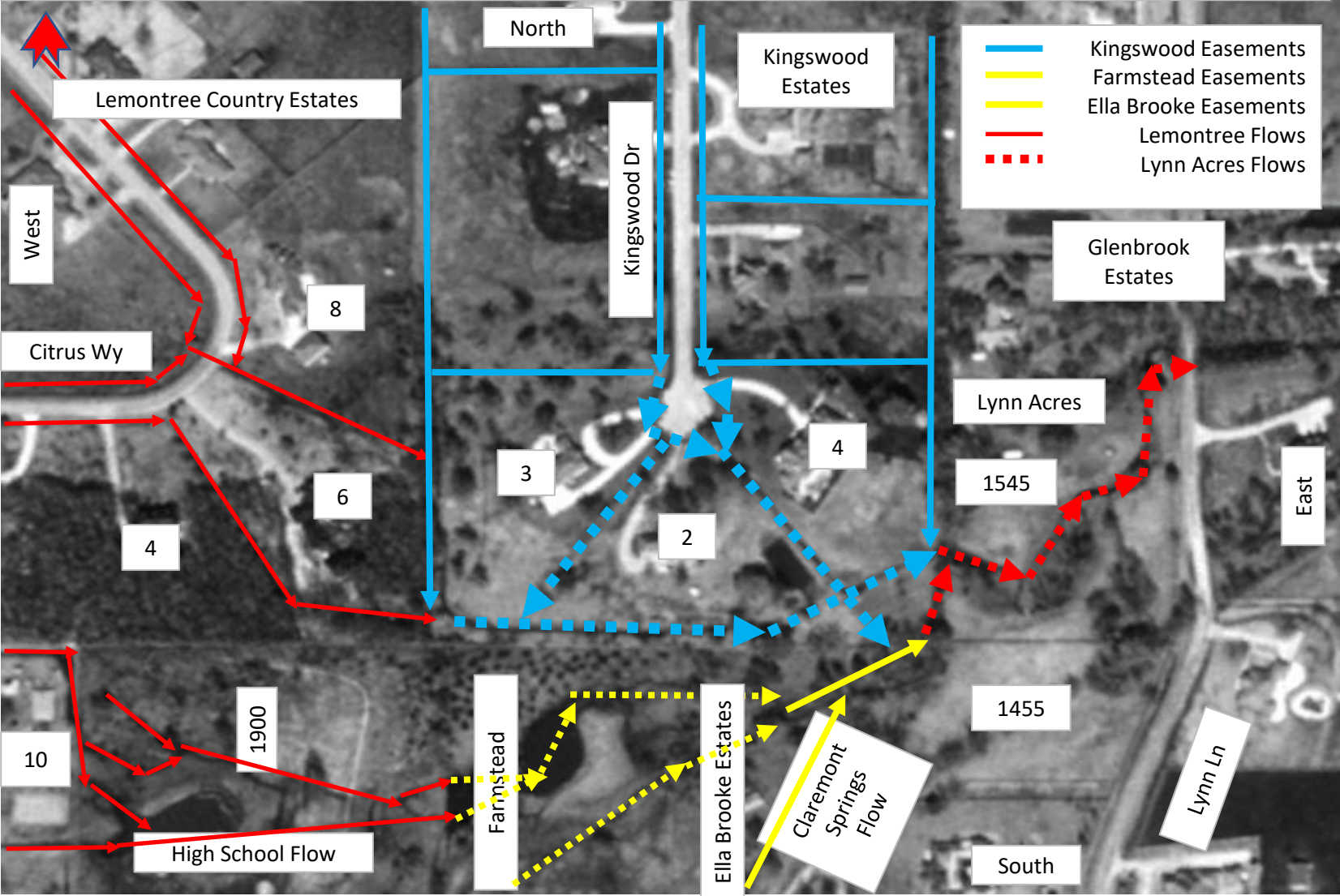
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 PROFESSIONAL ENGINEERS
 Texas Firm #526
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

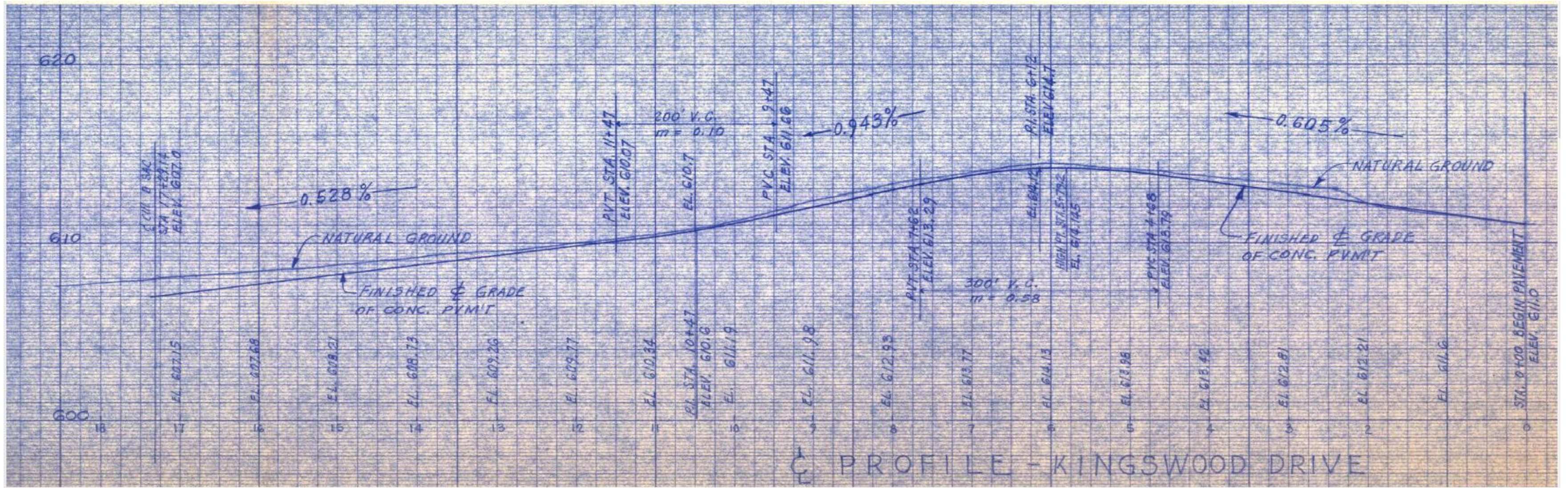
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 JOSEPH T. GRAJEWSKI, III
 TEXAS P.E. NO. 104984
 July 2019

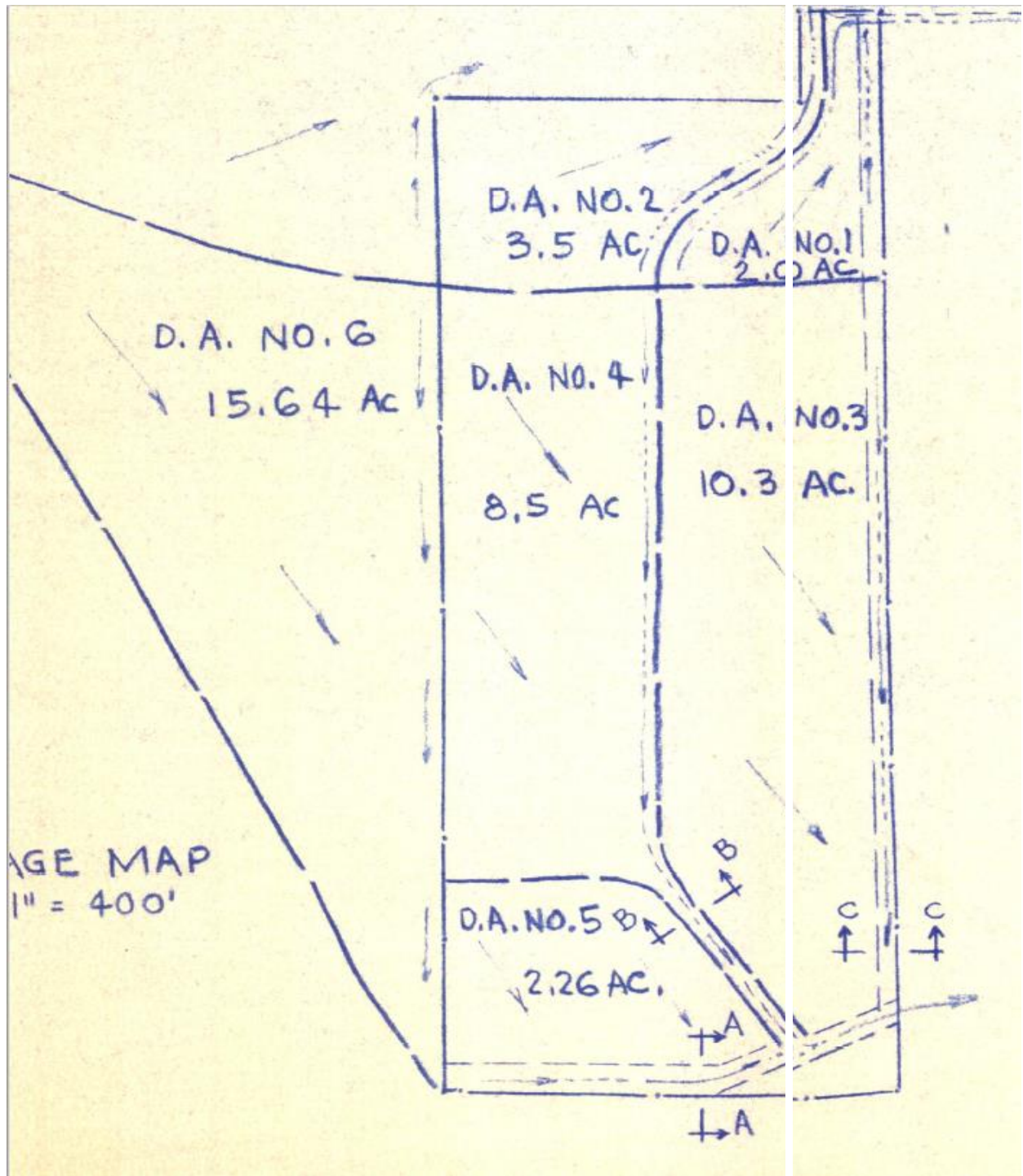
CITY OF LUCAS, TEXAS
 LEMONTREE DRAINAGE ANALYSIS
 CONCEPTUAL DRAINAGE IMPROVEMENTS
 MINIMUM RECOMMENDATIONS

BHC PROJECT NO. 2019-118	SHEET NO. X
July, 2019	

Drainage Flows and Easements







MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Baney to table the request to allocate funds from General Fund reserves for funding in the amount of \$123,339. The motion to table passed unanimously by a 6 to 0 vote.

5. **Consider the findings associated with the Birkhoff, Hendricks & Carter drainage analysis of the Reid Branch Tributary 1, which includes the Lemontree Country Estates and Kingswood Estates neighborhoods, identify funding, and provide direction to the City Manager.**

Joe Grajewski with Birkhoff, Hendricks & Carter reviewed the Lemontree drainage analysis report with the City Council. He noted that the report analyzed the Reid Branch Tributary 1 that included drawings and drainage calculations for Lemontree Estates, Rimrock Estates and Kingswood Estates, along with the Lovejoy High School development and included 427 acres that drain to Tributary 1.

Mr. Grajewski explained that each neighborhood was broken into sections and a walking inspection was conducted of each development where broken culverts were noticed and drainage pass through locations. Mr. Grajewski explained that the report reviewed the area as a whole, and smaller areas would need to be further identified and addressed for drainage needs.

Mayor Olk expressed his concern with the report that it did not address how water flowed from each subdivision, how water flowed when the area was originally designed, and how water flows currently. Mayor Olk stated that the Council needs to review how the water was supposed to drain before they can move forward.

Councilmember Lawrence noted that the report needs to depict how the water was intended to flow and the obstacles that were hindering drainage. Councilmember Lawrence also noted that neighborhoods should be reviewed where property owners have created their own trenches.

Mr. Grajewski stated that he could supplement the report and expand on the current information.

Mr. Iannucci, 9 Kingswood noted that he endorsed an additional study as the current report does not address how to remedy the water flow in the neighborhood.

Susan Gunn, 3 Kingswood, stated the drainage issue was coming from property behind their neighborhood and passing through their property. Ms. Gunn asked if there was going to be an additional charge from the engineering firm to expand on the current report.

Mayor Olk stated that the report submitted does not provide adequate information to determine how to move forward. The correct directional flow of water needs to be determined and additional information is needed.

Taylor Myers, 30 Citrus Way expressed his concern that the engineering firm was not conducting site visits or analysis during or after rain events. He also expressed concern about the funding spent towards the report that was inadequate.

Bill Gunn, 3 Kingswood, expressed his concern that the report did not identify how to repair the drainage overflow and additional water being diverted through their neighborhood from other properties.

Mayor Olk directed staff to work with the consultant to ensure the City received the appropriate reports and maps showing how drainage was designed to flow through the 427 acres identified in the report, and how drainage was flowing currently.

Mayor Olk and Councilmember Duke stated that they would like to take part in a meeting with the consultant once the information was near completion.

There was no formal action taken on this item.

6. **Consider the landscaping opportunities in the following three locations: 1) northwest corner of the Blondy Jhune Road/Winningkoff Road intersection; 2) Mary Lee Lane and Orchard Gap Lane entrances to the Forest Creek Estates neighborhood; and 3) center island of the Stinson Road/Highland Drive roundabout.**

City Engineer Stanton Foerster identified three areas where landscaping opportunities existed, those areas included:

- The northwest corner of Blondy Jhune and Winningkoff
- Two entryway signs located in City right of way on Mary Lee Lane
- An island at the Stinson Road/Highland Drive roundabout

The Council was in agreement that there would be no additional landscaping provided at the corner of Blondy Jhune and Winningkoff so as to not obstruct views.

Mayor Olk asked that Mr. Foerster work with the Mary Lee neighborhood and Orchard Gap neighborhood to determine what the residents in that area would like to have at that location and bring back a proposal to the City Council for review.

Councilmember Millsap stated that there was a landscaping opportunity at Winningkoff and Forestview in the Huntwick neighborhood where a sign was removed, and a concrete pad remains. Councilmember Millsap asked that this location be added to the list for possible landscaping updates.

Mayor Olk asked that Mr. Foerster reach out to the Huntwick neighborhood to see if any information could be obtained and if the neighborhood wanted identification signage.

Mayor Olk stated that there was an opportunity to place some landscaping upgrades in the roundabout area on Stinson and noted that maintenance should be the homeowners association responsibility.

Ron Poteete, 31 Pecan stated that the neighborhood would like to have some input on any identification signage that would be installed for his neighborhood.

Michael Dunn, 1625 Tokalaun, stated that he had talked with City staff regarding signage relocation to the northwest side of the neighborhood and would also like to work with the Forest Creek neighborhood regarding signage relocation as well.

There was no formal action taken on this item, proposals would be brought back before the City Council for the Stinson Road roundabout and Mary Lee Lane entryway signage relocation.



City of Lucas

City Council Agenda Request

February 6, 2020

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider design changes to the Winningkoff Road Project Phase 2 to decrease project costs by reducing the construction impacts to trees, driveways, and fences; discuss possible trail location; and provide direction to the City Manager.

Background Information

The Winningkoff Road Project Phase 2 is located between Forestview Drive and Snider Lane and cannot begin until Blondy Jhune Road is reopened to two-way traffic, which is anticipated to occur in February. The original design flattened the hills and dips to improve sight distance, but concerns have been raised about the impact to the trees lining the roadway, driveways and fences while making sure that the functionality of the drainage is addressed.

The design engineers at Birkhoff, Hendricks & Carter, LLP were given direction by the City Engineer to utilize all available rights-of-way and easements to reduce construction costs and improve roadway geometry based on general engineering practices associated with a design speed of 35 miles per hour. The original plans include the removal of trees and the relocation of the fencing within the City right-of-way and easements along the frontage of 1090, 1190, and 1200 Winningkoff Road.

Attachments/Supporting Documentation

1. Birkhoff, Hendricks & Carter original bid plans "Current"
2. Birkhoff, Hendricks & Carter revised plans "Revised"
3. Sketch of Right-of-Way and Utility Easements within the Winningkoff Road Project Phase 2

Budget/Financial Impact

The savings associated with not removing the trees and relocating the fencing has not been determined.

Recommendation

Staff supports the revised plan.

Motion

I make a motion to proceed with the (original bid/revised) plans.

HERESA K. LAVERENZ &
JAMES C. MCGRORY
INST. # 20131004001388990
LOT 1, BLK. 2
HUNTWICK ADDITION PHASE II

LOT 2, BLK. 2
HUNTWICK ADDITION PHASE II

WILLIAM J.
ELEIZABETH G. V.
VOL. 4577, PG.
LOT 3, BLK.
HUNTWICK ADDITION

Q CURVE DATA
Δ = 6°21'26"
R = 4275.00'
T = 237.41'
L = 474.34'
C.B. = N 3°17'57" E
C.D. = 474.09'

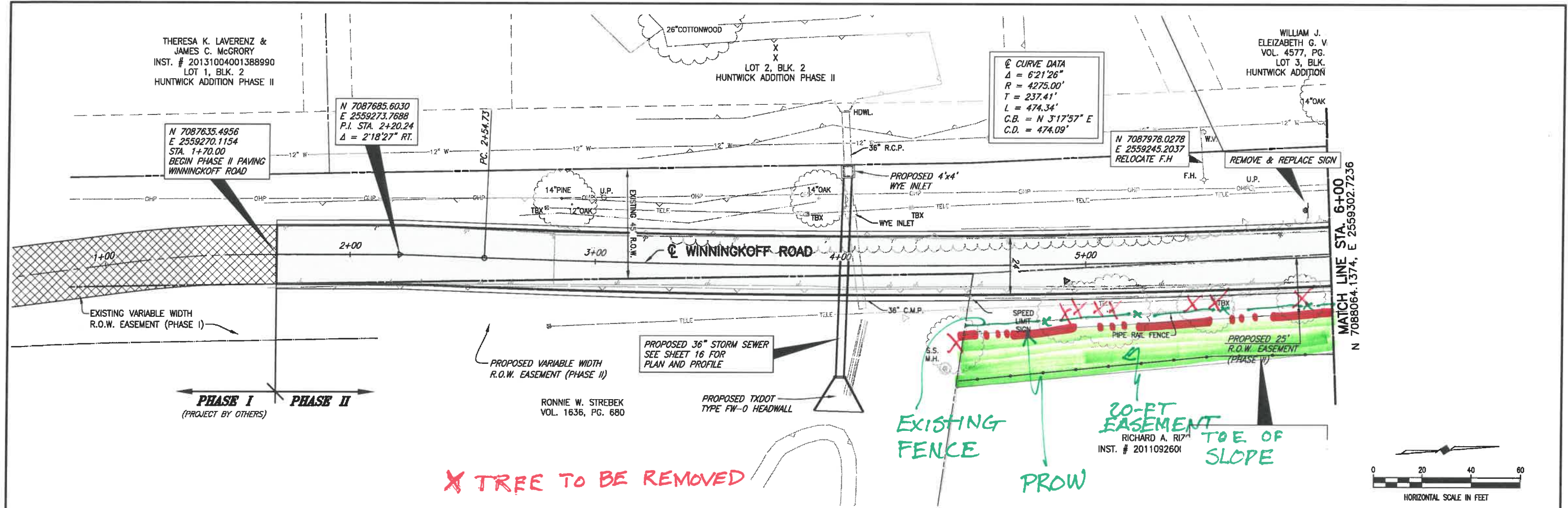
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E 2559270.1154
STA. 1+70.00
BEGIN PHASE II PAVING
WINNINGKOFF ROAD

N 7087685.6030
E 2559273.7688
P.I. STA. 2+20.24
Δ = 2°18'27" RT.

N 7087978.0278
E 2559245.2037
RELOCATE F.H.

REMOVE & REPLACE SIGN

MATCH LINE STA. 6+00
N 7088064.1374, E 2559302.7236



PHASE I
(PROJECT BY OTHERS)

PHASE II

RONNIE W. STREBEK
VOL. 1636, PG. 680

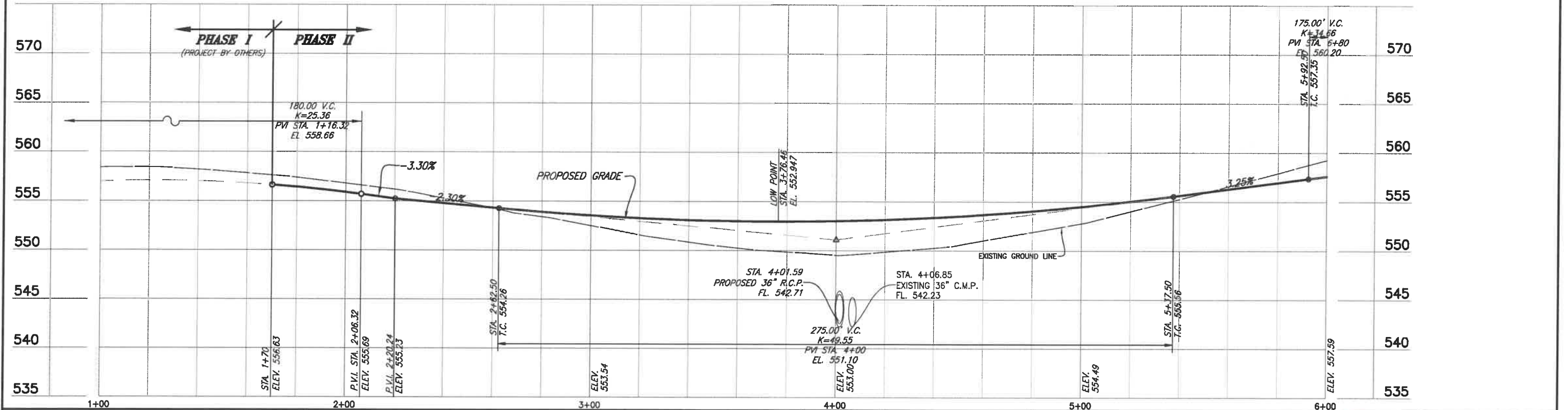
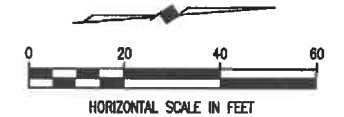
PROPOSED TXDOT
TYPE FW-0 HEADWALL

EXISTING FENCE

PROW

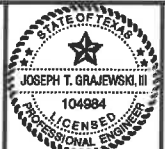
20-FT EASEMENT
TOE OF SLOPE
RICHARD A. RIZZI
INST. # 2011092601

X TREE TO BE REMOVED



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11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



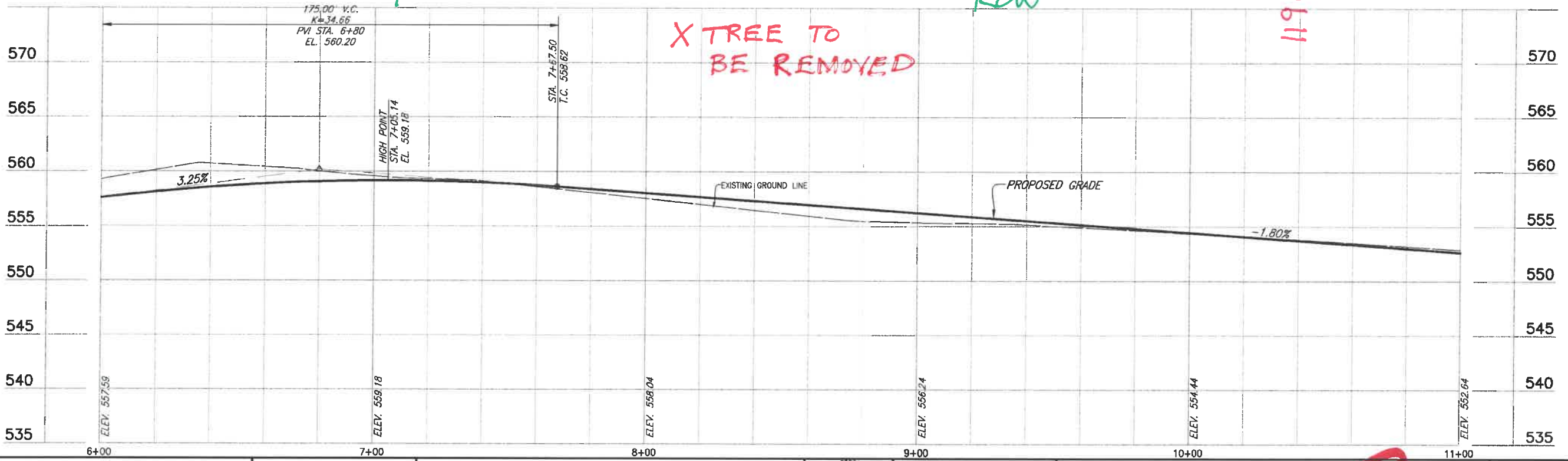
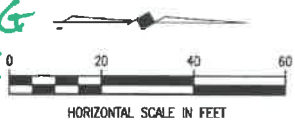
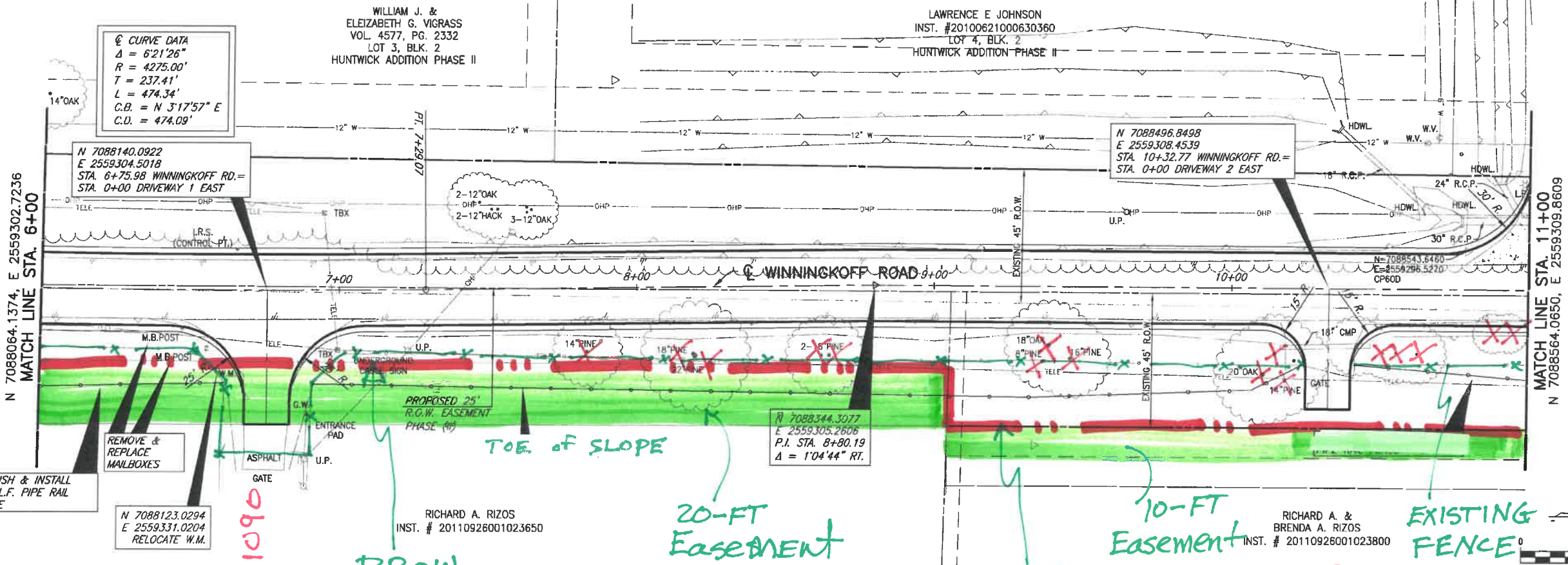
1/7/19

CITY OF LUCAS, TEXAS
WINNINGKOFF ROAD PHASE II
PROPOSED PAVING PLAN & PROFILE
STA. 2+20.24 TO STA. 6+00



BHC
PROJECT NO.
2017-156
January, 2019

SHEET NO.
6



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 Dallas, Texas 75243 (214) 361-7900

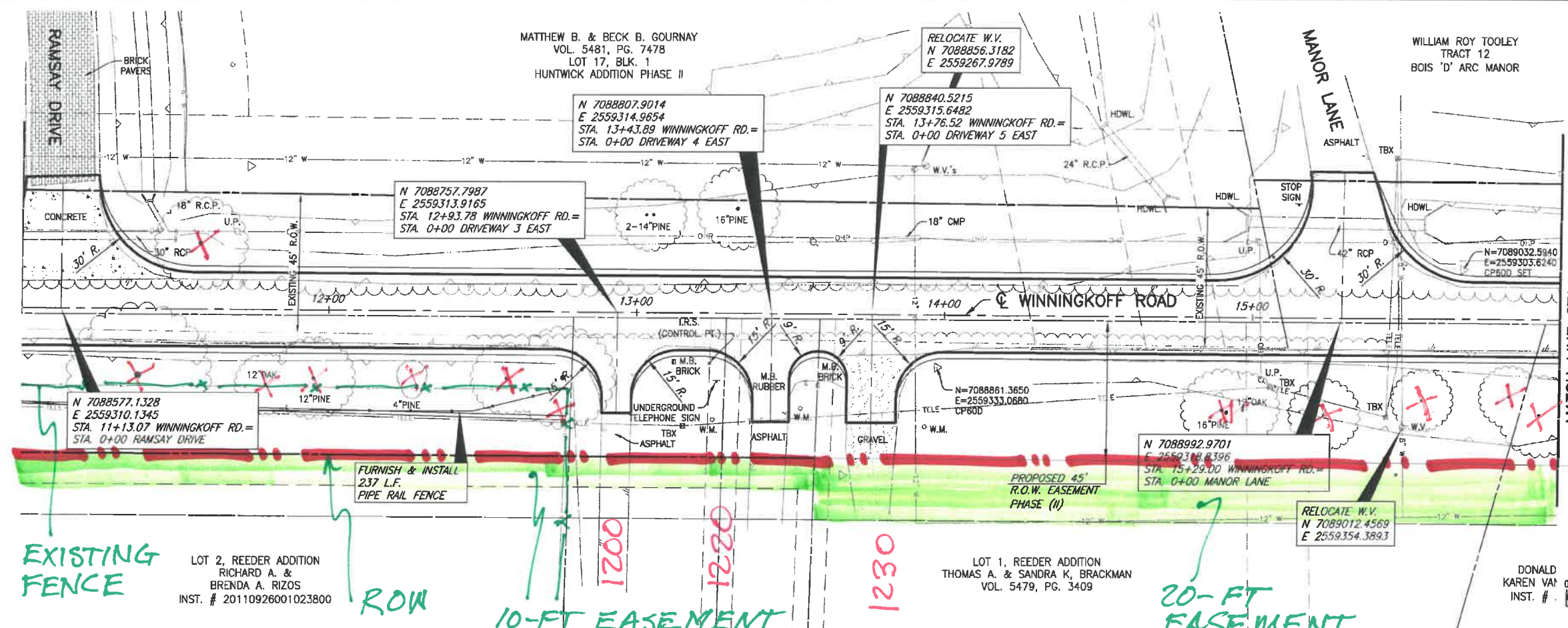


1/7/19

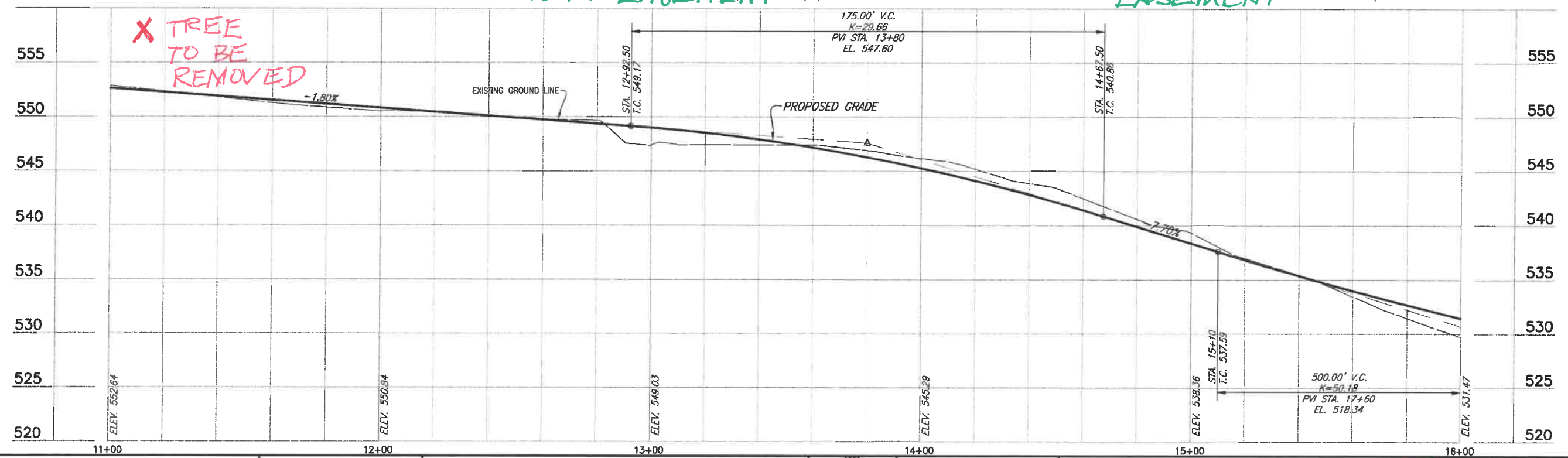
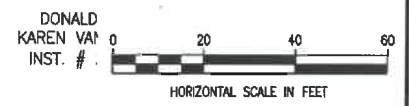
CITY OF LUCAS, TEXAS
 WINNINGKOFF ROAD PHASE II
 PROPOSED PAVING PLAN & PROFILE
 STA. 6+00 TO STA. 11+00



BHC PROJECT NO. 2017-156
 January, 2019
 SHEET NO. 7



MATCH LINE STA. 16+00
N 7089063.9555, E 2559320.3256



X TREE TO BE REMOVED

LOT 2, REEDER ADDITION
RICHARD A. &
BRENDA A. RIZOS
INST. # 20110926001023800

LOT 1, REEDER ADDITION
THOMAS A. & SANDRA K. BRACKMAN
VOL. 5479, PG. 3409

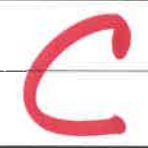
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PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



1/7/19

CITY OF LUCAS, TEXAS
WINNINGKOFF ROAD PHASE II
PROPOSED PAVING PLAN & PROFILE
STA. 11+00 TO STA. 16+00



BHC
PROJECT NO.
2017-156
January, 2019
SHEET NO.
8

THERESA K. LAVERENZ &
JAMES C. McGRORY
INST. # 20131004001388990
LOT 1, BLK. 2
HUNTWICK ADDITION PHASE II

LOT 2, BLK. 2
HUNTWICK ADDITION PHASE II

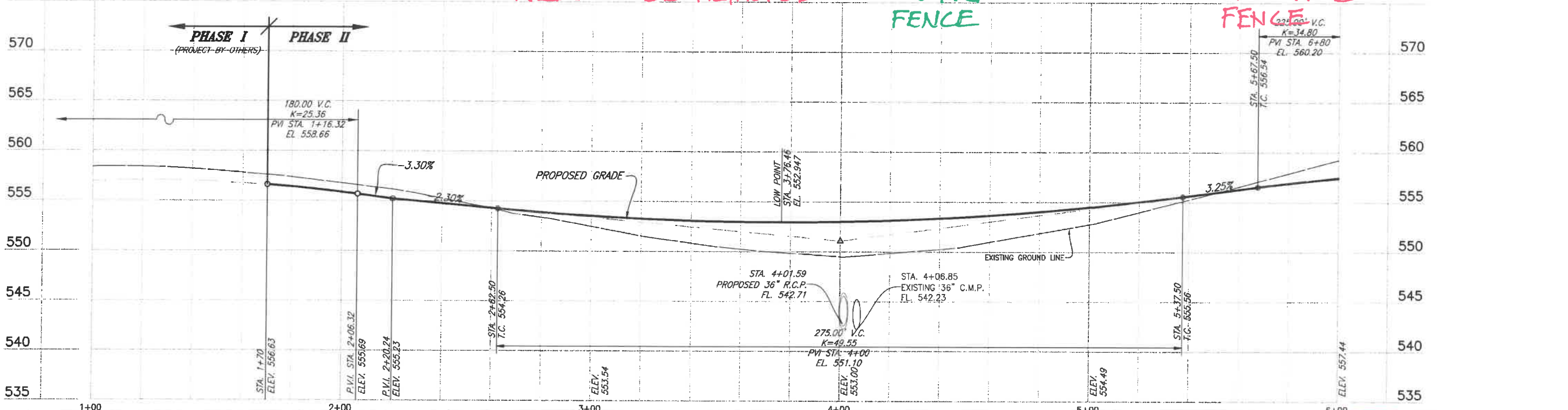
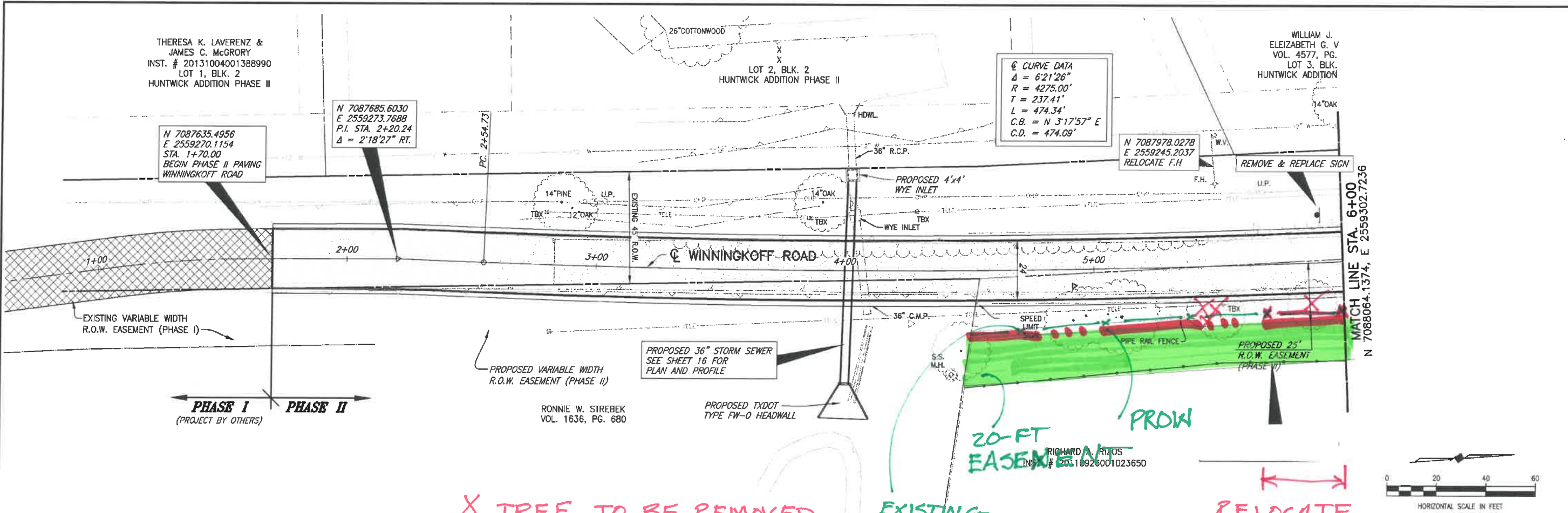
WILLIAM J.
ELEIZABETH G. V.
VOL. 4577, PG.
LOT 3, BLK.
HUNTWICK ADDITION

Q CURVE DATA
 $\Delta = 6'21'26"$
 $R = 4275.00'$
 $T = 237.41'$
 $L = 474.34'$
 $C.B. = N 3'17'57" E$
 $C.D. = 474.09'$

N 7087635.4956
E 2559270.1154
STA. 1+70.00
BEGIN PHASE II PAVING
WINNINGKOFF ROAD

N 7087685.6030
E 2559273.7688
P.I. STA. 2+20.24
 $\Delta = 2'18'27" RT.$

N 7087978.0278
E 2559245.2037
RELOCATE F.H.



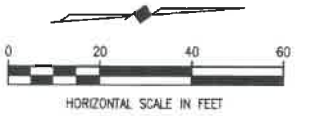
X TREE TO BE REMOVED

EXISTING FENCE

RELOCATE FENCE

20-FT EASEMENT

RICHARD A. RIZOS
INST. # 20110926001023650



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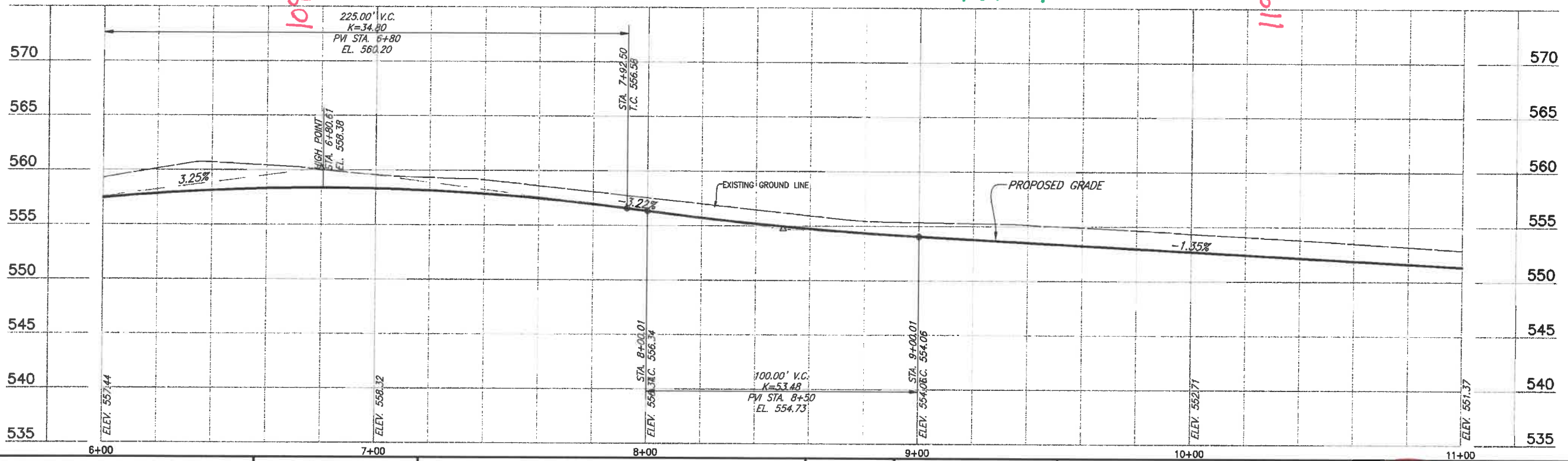
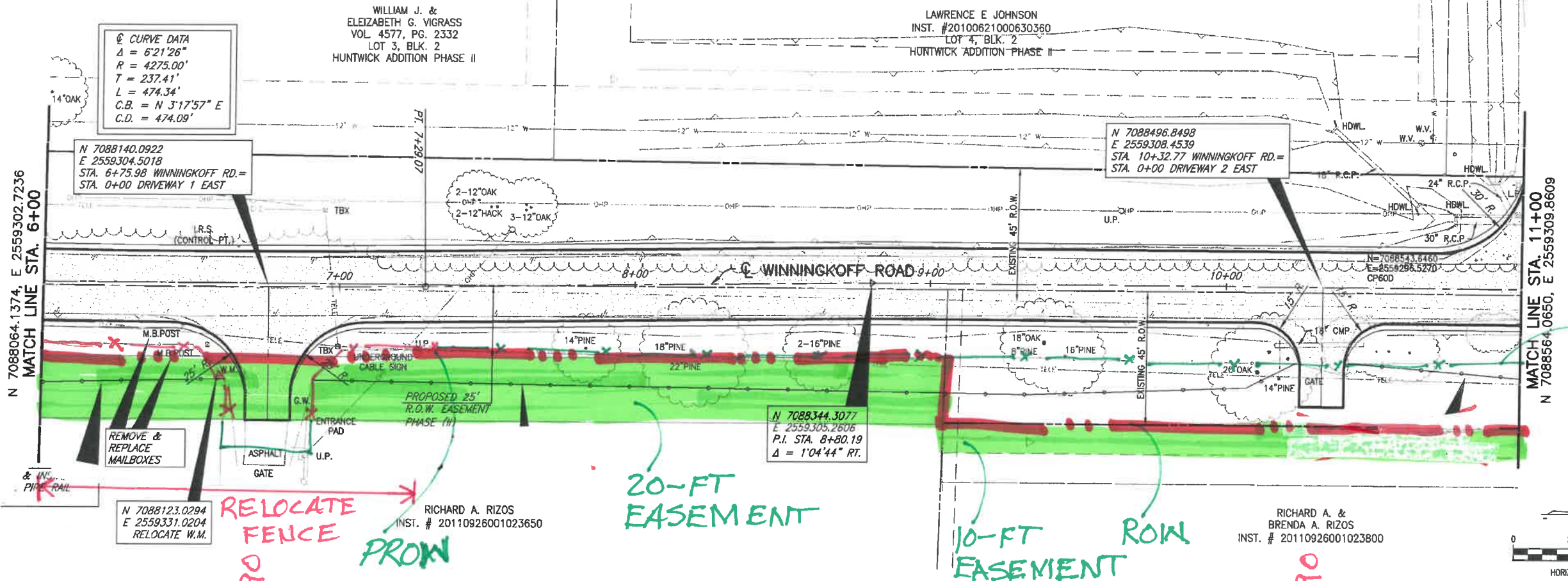
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Dallas, Texas 75243 (214) 361-7900

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JOSEPH T. GRAJEWSKI, III
TEXAS P.E. NO. 104984
January, 2020

CITY OF LUCAS, TEXAS
WINNINGKOFF ROAD PHASE II
PROPOSED PAVING PLAN & PROFILE
STA. 2+20.24 TO STA. 6+00

R

BHC
PROJECT NO.
2017-156
January, 2020
SHEET NO.
6



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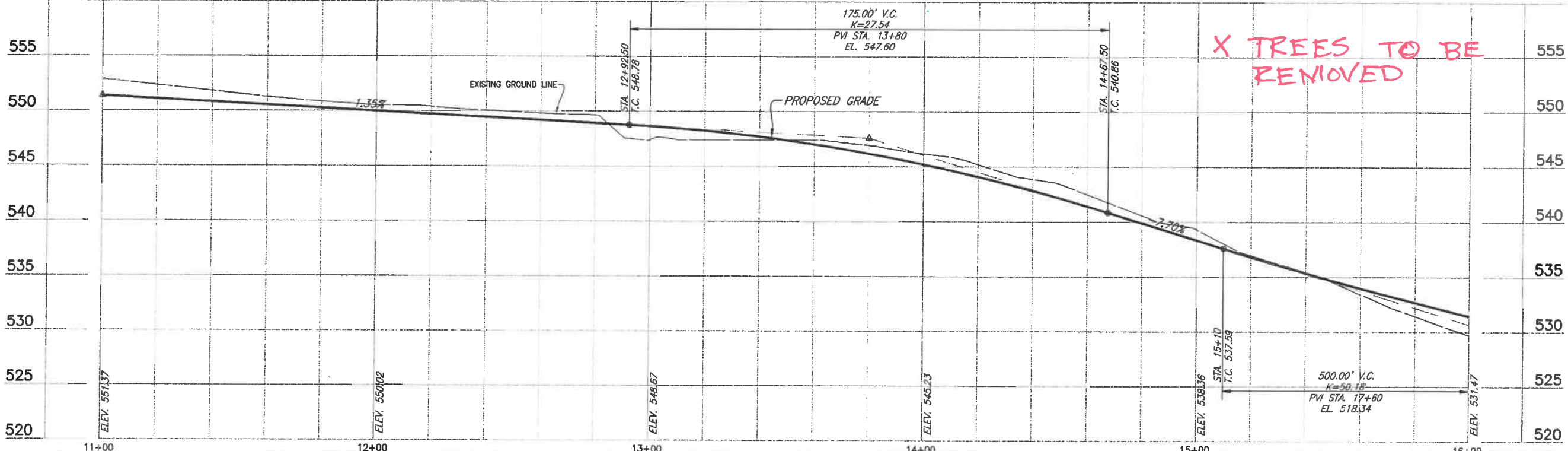
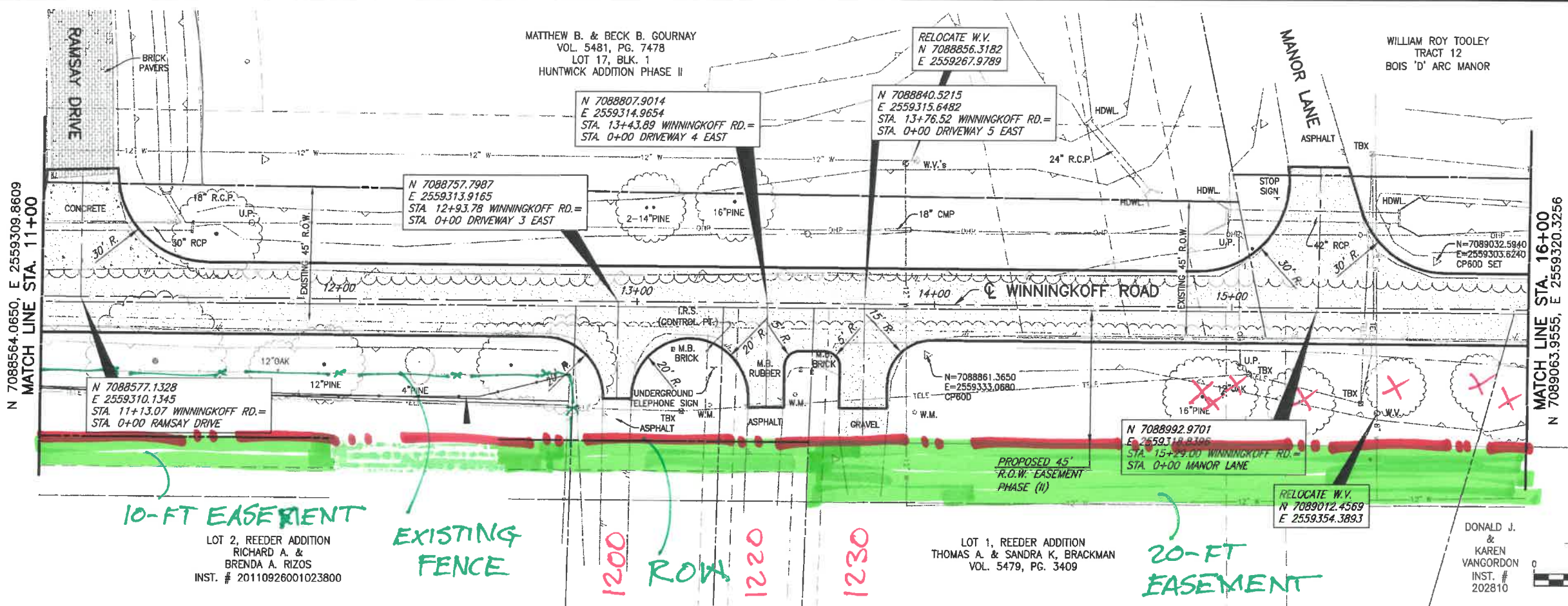
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 TEXAS P.E. NO. 104984
 January, 2020

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WINNINGKOFF ROAD PHASE II
PROPOSED PAVING PLAN & PROFILE
STA. 6+00 TO STA. 11+00

R

BHC PROJECT NO. 2017-156
 January, 2020
 SHEET NO. **7**



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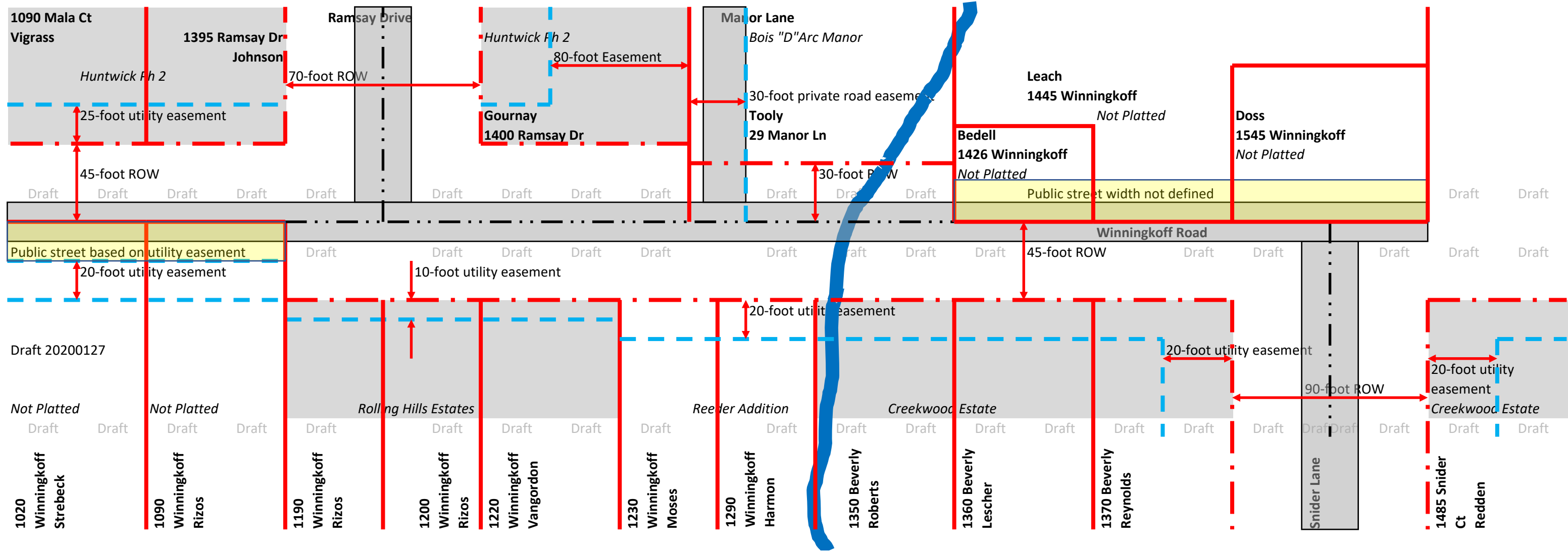
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 JOSEPH T. CRAJEWSKI, III
 TEXAS P.E. NO. 104984
 January, 2020

CITY OF LUCAS, TEXAS
WINNINGKOFF ROAD PHASE II
PROPOSED PAVING PLAN & PROFILE
STA. 11+00 TO STA. 16+00

R

BHC
 PROJECT NO.
 2017-156
 January, 2020

SHEET NO.
8





City of Lucas

City Council Agenda Request

February 6, 2020

Item No. 07

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider establishing a policy for the maintenance of roadways not located within public rights-of-way and/or City easements.

Background Information

During the development of various subdivisions within the City of Lucas, some roadways have been established on private easements not dedicated to the City of Lucas or the “public use”. By using public funds and assessments, the City has done maintenance work on some of these roadways.

STREET	SUBDIVISION	NOTES	MAINTENANCE NOTES
Apple Creek Circle	Creeks of Forest Grove (Gated)	Streets are privately owned and maintained by the HOA, per plat.	No work has been done by City.
Cedar Bend Trail	Lucas Country Estates	Dedicated easement to property owners in separate instrument. Neighborhood not platted.	Reconstructed by City.
Cedar Bend Circle	Lucas Country Estates	Dedicated easement to property owners in separate instrument. Neighborhood not platted.	Reconstructed by City.
Daytona Avenue	Trinity Park	Block Dedication	Reconstructed by City.
Dove Cove Circle	Creeks of Forest Grove (Gated)	Streets are privately owned and maintained by the HOA, per plat.	No work has been done by City.
Edgefield Lane	Lucas Country Estates	Dedicated easement to property owners in separate instrument. Neighborhood not platted.	Reconstructed by City.
Edmonson Drive	Stonegate (Gated)	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.
Estates Road	Ranch Estates	No dedication language on plat.	Reconstructed by City.



City of Lucas

City Council Agenda Request

February 6, 2020

Item No. 07

Fairbrook Circle	Green Meadows Estates 1 & 2	Dedicated to the HOA for the property owners and public utilities.	Reconstructed by City.
Forest Grove Lane	Creeks of Forest Grove (Gated)	Streets are privately owned and maintained by the HOA, per plat.	No work has been done by City.
Holly Lane East Half	Lucas Country Estates #1-E	Easement dedication is not clear.	Some work done in 2009.
Holly Lane West Half	Lucas Country Estates #1-W	Easement dedication is not clear.	Some work done in 2009.
Kenzie Lane	Ella Brook	Plat shows "Private Street." Dedication states "Public Street."	No work has been done by City.
King Street		Cannot find any dedication or easement for this pavement.	Some work done in 2012.
Kingswood Drive North of King Street		Cannot find any dedication or easement for this pavement.	No data.
Lost Valley Drive North End		Cannot find any dedication or easement for this pavement.	Some work done in 2006.
Lost Valley Drive West Half		Cannot find any dedication or easement for this pavement.	Some work done in 2006.
Manor Lane	Bois D'arc Manor	Street maintenance is the responsibility of the property owners, per plat.	Work done in 2009 by others.
McMillen Road		Some sections of the road and lots are not platted.	Reconstructed by City.
Prado Verde Drive	Prado Verde Estates	No dedication language. Neighborhood not platted.	Some work done in 2006.
Private Road	Scalf Addition	20-foot fire lane dedicated to the public is listed as a Private Access Easement, per plat.	No work has been done by City.
Private Road 5252		Private easement	No work has been done by City.
Purdue Drive	Stonegate (Gated)	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.



City of Lucas

City Council Agenda Request

February 6, 2020

Item No. 07

Rock Ridge Court East End		Private easement	No work has been done by City.
Rock Ridge Court North Half		Private easement	No work has been done by City.
Shady Creek Circle	Creeks of Forest Grove (Gated)	Streets are privately owned and maintained by the HOA, per plat.	No work has been done by City.
Shepherd Creek Drive	Shepherds Creek (Gated)	ROW abandoned in Ordinance 2001-12-00454	No work has been done by City.
St. James Drive	Stonegate (Gated)	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.
Stanford Drive	Stonegate (Gated)	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.
Sterling Brown Lane		Dedicated easement to property owners in separate instrument. Neighborhood not platted.	No work has been done by City. Connection to Snider done by City.
Stonegate (Gated) Boulevard	Stonegate (Gated)	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.
Trinity Hills	Trinity Hills Addition	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.
Welborn Lane North End		The City is not required to place or maintain a roadway per easement document.	No work has been done by City.
Westchester Drive	Stonegate (Gated)	Street maintenance is the responsibility of the property owners, per plat.	No work has been done by City.
Whispering Acres Lane	Estates at Forest Grove (Gated)	Street maintained by the HOA.	No work has been done by City.

Attachments/Supporting Documentation

NA



City of Lucas

City Council Agenda Request

February 6, 2020

Budget/Financial Impact

To Be Determined

Recommendation

Staff is seeking clarification from City Council regarding street maintenance activities associated with roadways that are situated within the city limits but are not located within public rights-of-way and/or city easements. This will assist staff in responding to citizens and planning roadway maintenance activities.

Motion

I make a motion to...



City of Lucas

Council Agenda Request

February 6, 2020

Requester: Development Services Director Joe Hilbourn
Fire Chief Ted Stephens

Agenda Item Request

Consider adopting Ordinance 2019-02-00905 amending the City of Lucas Code of Ordinances, Section 5.03 Fire Code to prohibit open burning except with certain exceptions as permitted under the International Fire Code.

Background Information

In 2015, the City of Lucas discontinued issuing burn permits when we became aware that Collin County was designated as a nonattainment area. The Clean Air Act and Amendments of 1990 define a "nonattainment area" as a locality where air pollution levels persistently exceed [National Ambient Air Quality Standards](#). The Texas Administrative Code (Title 30, TAC Sections 111.201-221) also regulates outdoor burning. The Texas Commission on Environmental Quality (TCEQ) is the state agency that strives to protect our state's public health and natural resources consistent with sustainable economic development. TCEQ's goal is clean air, clean water, and the safe management of waste.

For additional information on outdoor burning regulations, go to the TCEQ website at <http://www.tceq.state.tx.us/publications/rg/rg-049.html> and review Outdoor Burning in Texas Field Operations.

To help address the accumulation of brush, the City's current contract with Barnes Waste Disposal includes the following services

- Collect unlimited bundled brush (cut not greater than 4 feet in length) and not heavier than 40 pounds per bundle, and placed curbside for collection.
- At the request of the customer, Contractor will collect 10 cubic yards of brush curbside twice per year per household at no additional cost to the customer. This service must be scheduled with the Contractor and shall be collected on a first come first basis.

Customers may also contact Barnes to arrange for special pick-up for an additional fee. There are also dumpster rentals available and some neighborhoods have got together and rented a chipper for the day to eliminate brush.

The City periodically receives inquiries from its residents regarding this issue. The City does not provide anyone with permission to engage in outdoor burning activities. If the City becomes aware of illegal outdoor burning, the Lucas Fire-Rescue Department will be dispatched and the fire distinguished.

During fiscal year 2018-2019, the Lucas Fire-Rescue Department responded to 20 calls regarding outdoor burning of which 3 were found to be in violation of the TCEQ regulations. During the first quarter of fiscal year 2019-2020, the Lucas Fire-Rescue Department responded to 11 calls regarding



City of Lucas

Council Agenda Request

February 6, 2020

outdoor burning of which 5 were found to be in violation of TCEQ regulations. During January 2020, the Fire the Lucas Fire-Rescue Department responded to 3 calls regarding outdoor burning of which 2 were found to be in violation of the TCEQ regulations.

Although TCEQ does allow small fires (in approved containment ring) and cooking fires (in approved containment ring), many of the calls associated with outdoor burning, the homeowner does not have an approved containment ring and have just raked up small limbs (or even a few larger limbs) in a pile and are burning them. Several fires are unattended as well, even though they may be in an approved containment ring, which is a TCEQ violation.

During January 2020, we have responded to one address twice. On Tuesday, January 7 we had a very dangerous situation occur regarding illegal burning. We had a citizen light several piles of brush on fire along the creek and then refused to allow our Fire-Rescue personnel onto his property to put it out. This took nine apparatuses to respond and the Fire-Rescue personnel had to enter through the yards of the neighboring property owners.

We have also experienced the Fire-Rescue Department being dispatched, they put out the fire, and as soon as they leave, the property owner starts burning again. We are wasting resources and more importantly, we need enforcement tools to ensure the safety of everyone.

With recommended changes outdoor burning will be permitted under the City code of ordinances provided they meet the following updated guidelines:

- No County Burn Ban in effect;
- Contained in some sort of a fire ring or container; and
- Not less than 15 feet from any structure.
- The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.
- Must have an extinguishment source (hose, fire extinguisher, or shovel for dirt).
- Must be constantly attended until fire is completely extinguished.

Attachments/Supporting Documentation

1. Ordinance 2019-02-00905

Budget/Financial Impact

NA

Recommendation

Staff recommends adopting Ordinance 2019-02-00905 as presented.



City of Lucas Council Agenda Request February 6, 2020

Motion

I make a motion to approve/deny adopting Ordinance 2019-02-00905 amending the City of Lucas Code of Ordinances, Section 5.03 Fire Code to prohibit open burning except with certain exceptions as permitted under the International Fire Code.



ORDINANCE 2020-02-00905
[AMENDING CODE OF ORDINANCES, SECTION 5.03 “FIRE CODE”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 5 TITLED “FIRE PREVENTION & PROTECTION” BY AMENDING ARTICLE 5.03 TITLED “FIRE CODE” BY AMENDING SECTION 3.07.1.1 TITLED “PROHIBITED OPEN BURNING” TO PROHIBIT OPEN BURNING EXCEPT WITH CERTAIN EXCEPTIONS; BY DELETING SECTION 307.2 TITLED “PERMIT REQUIRED” IN ITS ENTIRETY; BY AMENDING 307.4 TITLED “LOCATION” PERMITTING OPEN BURNING IN SPECIFIC LOCATIONS; BY DELETING SECTION 307.4.1 TITLED “BONFIRES” AND SECTION 307.4.2 TITLED “RECREATIONAL FIRES” IN THEIR ENTIRETY; BY AMENDING SECTION 307.5 TITLED “ATTENDANCE” TO REQUIRE CONSTANT ATTENDANCE OF A FIRE UNTIL THE FIRE IS EXTINGUISHED; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 5 titled “Fire Prevention & Protection” by amending Article 5.03 titled “Fire Code”, to read as follows:

“CHAPTER 5

FIRE PREVENTION & PROTECTION

ARTICLE 5.03 FIRE CODE

AMEND SECTION 307.1.1 TO READ AS FOLLOWS:

Section 307.1.1: change to read as follows:

307.1.1 Prohibited Open Burning. Except as provided for in this section, Open burning shall be prohibited. Additionally, open burning shall be prohibited when there is a county burn ban in effect. ~~when atmospheric conditions or local circumstances make such fires hazardous.~~

Exception: {No change.}

DELETE SECTION 307.2 TITLED “PERMIT REQUIRED” IN ITS ENTIRETY:

Section 307.2; delete in its entirety.”

AMEND SECTION 307.4 TO READ AS FOLLOWS:

Section 307.1.1: change to read as follows:

307.4 Location. ~~The location for *open burning* shall be not less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.~~ Open burning shall be permitted as follows:

Exceptions:

1. Fires in *approved* containers of fire ring that are not less than 15 feet (4572 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

DELETE SECTION 307.4.1 TITLED “BONFIRES” IN ITS ENTIRETY:

Section 307.4.1; delete in its entirety.

DELETE SECTION 307.4.2 TITLED “RECREATIONAL FIRES” IN ITS ENTIRETY:

Section 307.4.2; delete in its entirety.

AMEND SECTION 307.5 TO READ AS FOLLOWS:

307.5 Attendance. ~~*Open burning, bonfires, recreational fires*~~ and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other *approved* on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.”

SECTION 2. That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 6TH DAY OF FEBRUARY 2020.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(01-27-2020:TM 113390)

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request February 6, 2020

Requester: Fire Chief Ted Stephens

Agenda Item Request

Consider authorizing the City Manager to enter into an Interlocal Agreement with the Collin County Fire Marshal's Task Force for investigation services related to fire arson cases.

Background Information

Collin County has developed a Task Force of certified and authorized Fire Marshals to respond when requested to investigate, determine cause, and prosecute arson cases. This Task Force Interlocal Agreement will authorize the Collin County Fire Marshal Task Force to, when requested by Lucas Fire-Rescue, investigate and file charges if needed, any fire in the City and our ETJ.

Historically, the Collin County Fire Marshal has investigated all fires in the City of Lucas. They have done this without cost. Recently, Chief Stephens was advised by Collin County Fire Marshal Jason Browning, that we did not have a current ILA in place.

Attachments/Supporting Documentation

1. Collin County Fire Marshal Task Force Interlocal Agreement

Budget/Financial Impact

There is no current budget/financial impact for the Task Force services.

Recommendation

City staff recommends entering into the Interlocal Agreement with the Collin County Fire Marshal's Task Force.

Motion

I make a motion to approve/deny Consider authorizing the City Manager to enter into an Interlocal Agreement with the Collin County Fire Marshal's Task Force for investigation services related to fire arson cases.

COLLIN COUNTY FIRE AND ARSON TASK FORCE
INTERLOCAL AGREEMENT

STATE OF TEXAS ()
COUNTY OF COLLIN ()

This Agreement is entered into by and between Collin County and the City of Lucas (hereinafter referred to collectively as the “Parties”). The Parties execute this Agreement as hereinafter provided pursuant to the Interlocal Agreement Act, Texas Government Code, section 791.011, et seq., and the Texas Local Government Code, section 362.002, et seq., and all other applicable statutes.

WHEREAS, there is a need for investigative and prosecutorial cooperation in suspected arson cases in City of Lucas, and within Collin County; and

WHEREAS, the Parties hereto have determined that the best possible method for attacking the arson problem within City of Lucas and within Collin County is an agreement establishing such cooperation by way of a Task Force; and

WHEREAS, the Parties desire to enter into this Agreement to provide investigative and prosecutorial cooperation in connection with arson and other criminal cases; and

WHEREAS, each party is authorized to perform the services contemplated herein the Parties for the mutual consideration hereinafter stated, agree and understand as follows;

NOW THEREFORE,

I.

The Parties execute this Agreement for the purpose of providing arson and explosive detection, investigative, and prosecutorial capabilities to each other as the need arises.

II.

The Collin County Fire Marshal’s Office will be the coordinator of the Collin County Fire and Arson Task Force created by this Agreement, and the Collin County Fire Marshal’s Office will be the central repository of the Parties’ executed counterparts of this Agreement.

III.

When requested by one party to this Agreement, another party to this Agreement may provide available members of its fire and explosive investigative unit to investigate and perform follow-through prosecution duties regarding fires or explosions of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party’s officer in charge of the investigation. The availability of a party’s officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's department head or the department head's designee, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed and his or her qualifications, respectively, in the job position for the local governmental entity by which he or she is regularly employed, shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

V.

In performing duties under this agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code § 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's department head or department head's designee.

VIII.

The department head of the responding party, or department head's designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other

parties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

XII.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement.

XVI.

This Agreement may be signed in multiple counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Collin County Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have all necessary authority to execute this Agreement on behalf of the parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties.

COUNTY OF COLLIN, TEXAS

Keith Self, County Judge
Date: _____

APPROVED AS TO FORM:

Joe Gorfida, Lucas City Attorney

APPROVED AS TO CONTENT:

Jason Browning, County Fire Marshal
Date: _____

Joni Clarke, Lucas City Manager
Date: _____



City of Lucas

Council Agenda Request

February 6, 2020

Requester: City Secretary Stacy Henderson

Agenda Item Request

Consider board applications to fill vacant positions on the Parks and Open Space Board and the Planning and Zoning Commission and consider promotion of alternate members to regular member board positions.

Background Information

Currently there is one vacant regular member position on the Planning and Zoning Commission and one vacant regular member position on the Parks and Open Space Board. City staff has received three applications to be considered for interview and/or appointment to fill the vacant positions.

Current Alternate Members on the Parks and Open Space Board and Planning and Zoning Commission are as follows:

Parks Board Alternate Members:

Alternate Member 1: Debra Guillemaud

Alternate Member 2: Christel Parish

Planning and Zoning Alternate Members:

Alternate Member 1: Tommy Tolson

Alternate Member 2: Adam Sussman

Attachments/Supporting Documentation

1. Board volunteer applications (*sent under separate attachment*)

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to promote alternate member _____ as a regular member to the Parks and Open Space Board.

I make a motion to appoint _____ as a _____ member to the Parks and Open Space Board.



City of Lucas
Council Agenda Request
February 6, 2020

I make a motion to promote alternate member _____ as a regular member to the Planning and Zoning Commission.

I make a motion to appoint _____ as a _____ member to the Planning and Zoning Commission.



City of Lucas Council Agenda Request February 6, 2020

Item No. 11

Requester: Councilmember Fisher, Councilmember Duke, Councilmember Millsap

Agenda Item Request

Consider nominations for the 2020 Service Tree Award Program.

Background Information

The deadline for Service Tree nominations was January 10, 2020. The City received one application; however, it was for a recipient from 2019.

Applications from the previous year that were not selected due to the limited number of recipients that could be chosen, were shared with the Service Tree Committee consisting of Councilmember Fisher, Councilmember Duke, and Councilmember Millsap.

The Service Tree Committee will provide a recommendation for the 2020 proposed recipients.

Past Service Tree Award recipients include:

2015 Recipients	2016 Recipients	2017 Recipients	2018 Recipients	2019 Recipients
First Lucas City Council	Don Kendall	Founders Day Cancelled	Tonda Frazier	Peggy Rusterholtz
Rebecca Mark	Lee Bauer		Tracy Matern	Mrs. Lee Ford
Charlie Gaines				
Suzanne Christian Calton and Shirley Biggs Parker				

Attachments/Supporting Documentation

1. Service Tree Program Guidelines
2. Service Tree Nominations (*sent under separate attachment*)

Budget/Financial Impact

The Service Tree program account 6211-445 has \$3,200 budgeted in the 2019-20 budget.

Recommendation

NA



**City of Lucas
Council Agenda Request
February 6, 2020**

Motion

I make a motion to nominate the following individuals as Service Tree recipients for 2020:

Service Tree Program Guidelines

Service Tree program:

- 1 x year
- Pre-plant tree(s)
- Presentation of award plaques at Founders Day Event
- No more than five dedicated trees per year
- Trees planted on City property
- Service Tree Subcommittee may make their own recommendation and submit an application for consideration

Process to Nominate:

- Newsletter will have information regarding the detail process
- Forms can be picked up at city hall
- On-line/website forms to download/print and send or bring into City Hall
- July 1 – August 15 nominations
- Vote by City Council will be done by ballot – from nominations - on 2nd City Council Meeting in August
- Winner(s) contacted by City Staff and notified of award and Founders Day date and presentation time
- Trees ordered and planted prior to Founders Day
- Award plaques ordered to be presented on Founders Day

Nomination Form:

- City Logo
- Name of Eligible Nominee
- Address of Nominee
- Nominated By
- Address
- Nominee Approved by: (City Staff or City Council member who has validated Nominee is Lucas Citizen)
- Length of time nominee a Lucas resident (dates)
- Contribution to the City of Lucas by the Nominee – why is this person being nominated?
- Contribution confirmed by
- Background of the nominee
- Any additional facts or items of interest about the Nominee
- Provide some examples of qualities or contributions we look for in a nominee:
- Founder of Lucas
 - o Founder or long time, significant contributor of Lucas Fire, EMS or City Council
 - o Significant contribution to the City in volunteer hours
 - o Significant contribution to the City with their service
 - o A representative of the City in local, State, or National endeavors

General Guidelines:

- Nominators must obtain approval from the person or group being nominated prior to submission.
- An individual nominee must be a resident or have been a resident of Lucas
- A “Group” that have contributed a service to the community do not require a Lucas resident to be part of the group
- The volunteer service must benefit the Lucas community.
- Service provided may not include hours served as part of an internship fulfilling academic requirements.
- Staff members compensated by salary or any other compensatory means are not eligible
- Volunteers may nominate themselves.
- Nominations are subject to verification.
- All decisions made by the Lucas City Council are final.
- Any service provided in reference to a court case will not be eligible.

Nominees can be:

- **AN INDIVIDUAL:** whose participation in a group or as an individual has had significant, positive, lasting impact on the City of Lucas.
- **AN OUTSTANDING YOUTH:** Nominee should be under 18 years at time of nomination and demonstrated significant impact or positive change for the City of Lucas
- **ADULT VOLUNTEER GROUP:** Nominees should be a group of three or more adults, over 18 years of age, whose combined efforts contributed outstanding service to the community. (Examples: HOA; CERT; GARDNERS CLUB)
- **YOUTH VOLUNTEER GROUP:** Nominees should be a group of three or more youth, 18 years of age or younger (at time of nomination), whose combined volunteer efforts contributed outstanding service to the community. (Examples: BOY SCOUT TROUP; GIRL SCOUT TROUP; 4-H CLUB)
- **SENIOR VOLUNTEER:** Nominee should be an individual, 60 years of age or older, who demonstrated outstanding volunteer service.
- **CORPORATE VOLUNTEER:** Nominee should be a private, non-charitable business or employee volunteer group thereof that has demonstrated exceptional service to and support of Lucas.
- **FAMILY VOLUNTEER:** Nominee should be a family unit whose combined volunteer efforts demonstrated exceptional community service.



City of Lucas

Council Agenda Request

February 6, 2020

Requester: City Attorney Joe Gorfida

Agenda Item Request

Consider approving Resolution R 2020-02-00496 creating a policy regarding requests for reasonable accommodation under the Americans With Disabilities Act (ADA) and the Federal Fair Housing Act (FHA).

Background Information

On December 5, 2019, the City Council discussed creating regulations pertaining to accommodations under the American with Disabilities Act and the Federal Fair Housing Act. The City Attorney was directed to draft a policy for such accommodations that would allow City staff to consider and act upon accommodation requests.

In December of 2019, the City's Board of Adjustments (BOA) received a request for a reasonable accommodation requesting a variance from the interpretation of the City's Code of Ordinances to allow a fence located within the side and rear yard setbacks that was less than 50% see through for a parcel of land. The City's Board of Adjustments does not have the jurisdiction to hear requests for a reasonable accommodation, and currently, City of Lucas ordinances do not contain a process or procedure for a request for accommodation under the ADA or FHA.

The FHA and Title II of the ADA impose an affirmative duty on local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations and practices when such accommodations "may be necessary to afford" a person with a disability "an equal opportunity to use and enjoy a dwelling". City governments are required to make reasonable modifications to policies, practices, or procedures to prevent discrimination on the basis of disability. Reasonable modifications can include modifications to local laws, ordinances, and regulations that adversely impact people with disabilities. For example, it may be a reasonable modification to grant a variance for zoning requirements and setbacks. In addition, city governments may consider granting exceptions to the enforcement of certain laws as a form of reasonable modification.

Attachments/Supporting Documentation

1. Resolution R 2020-02-00496 including Policy by City Attorney

Budget/Financial Impact

NA



City of Lucas
Council Agenda Request
February 6, 2020

Recommendation

City staff recommends approving the policy outlining procedures for reasonable accommodation requests under the Americans With Disabilities Act and the Federal Fair Housing Act.

Motion

I make a motion to approve/deny Resolution R 2020-02-00496 creating a policy regarding requests for reasonable accommodation under the Americans With Disabilities Act (ADA) and the Federal Fair Housing Act (FHA).



RESOLUTION R 2020-02-00496
[Approving Reasonable Accommodation Policy]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING THE REASONABLE ACCOMMODATION POLICY ATTACHED HERETO AS EXHIBIT “A”; ADOPTING THE REASONABLE ACCOMMODATION APPLICATION FORM ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act and applicable state laws, individuals with disabilities are entitled to an equal opportunity to use and enjoy residential dwellings;

WHEREAS, the City Council desires to adopt a policy establishing an administrative process for requesting a reasonable accommodation or modification of residential uses from the City’s zoning, land use and other regulations, rules, policies and practices, to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities, or developers of housing for people with disabilities, flexibility in the application of land use, zoning, building and other regulations, policies, practices and procedures, including waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to ensure person(s) with a disability has an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the City Council finds that the policy attached hereto as Exhibit “A” fulfills this purpose and is in the best interest of the City and its inhabitants;

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

SECTION 1. That the City of Lucas Reasonable Accommodation Policy attached hereto as Exhibit “A” and the City of Lucas Reasonable Accommodation Application form attached hereto as Exhibit “B” be and the same are hereby adopted and shall govern the procedure for requesting reasonable accommodation or modification for residential uses from and after the effective date of this Resolution.

SECTION 2. That all provisions of the Resolutions of the City of Lucas, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 4. That this resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Lucas, Texas,
on the 6th day of February, 2020.

ATTEST:

APPROVED:

Stacy Henderson, City Secretary

Jim Olk, Mayor

EXHIBIT A
REASONABLE ACCOMMODATION OR MODIFICATION FOR RESIDENTIAL USES

Section 1. Purpose.

- (a) It is the policy of the City of Lucas, pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act and applicable state laws, to provide individuals with disabilities reasonable accommodations (including modifications or exceptions) in the City's zoning, land use and other regulations, rules, policies and practices, to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities, or developers of housing for people with disabilities, flexibility in the application of land use, zoning, building and other regulations, policies, practices and procedures, including waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to ensure person(s) with a disability has an equal opportunity to use and enjoy a dwelling.
- (b) This policy provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices, and procedures of the jurisdiction to comply fully with the intent and purpose of applicable laws, including federal laws, in making a reasonable accommodation.
- (c) Nothing in this policy shall require person(s) with disabilities or operators of homes for person(s) with disabilities acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation under this policy. Nothing in this policy shall require the City to agree to requested accommodations that are unreasonable.

Section 2. Applicability.

- (a) The provisions of this policy apply to residential uses that will be used by person(s) with disabilities.
- (b) The accommodation granted shall be considered personal to the individual(s) and shall not run with the land. If the structure is sold, or otherwise changes ownership, an accommodation granted to the previous owner is not transferable to the new owner. Notwithstanding, the accommodation shall be in force and effect as long as the person or group of persons with disabilities for whom the accommodation was sought resides on the property that is the subject of the accommodation. It is the duty of the owner to notify the City of this event. The City shall allow the new owner an opportunity to renew and/or modify a granted reasonable accommodation in accordance with this policy. In the event the reasonable accommodation is not renewed or modified within 60 days from the date of change in ownership, the accommodation will lapse, and the structure will have to comply with all requirements of local regulations.
- (c) Nothing in this policy will require the City to expend any funds to achieve a reasonable accommodation except and to the extent required by state or federal law.

- (d) Nothing in this policy will alter person(s) with disabilities' obligation to comply with other applicable federal, state, and local regulations.
- (e) The City shall prominently display a notice at City Hall and on the City's website advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this policy. A copy of the notice shall be available upon request.

Section 3. Definitions.

The following words, terms and phrases, when used in this policy, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

City Manager. The City Manager or their designee.

Director. The Development Services Director or City official with authority to administer, implement, or enforce a requirement that is the basis of the request for reasonable accommodation.

Person(s) with Disabilities. For the purposes of this policy, has the meaning set forth in the federal Fair Housing Act and the American with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment. While a person recovering from substance abuse is considered a person with a disability under 42 U.S.C. § 3602(h), a person who is currently engaged in illegal use of controlled substances is not.

Reasonable Accommodation (Inclusive of Modification). The act of making a dwelling unit or housing facility(ies) readily accessible to and usable by person(s) with disabilities, through the removal of constraints in the City's land use, zoning, permit and processing procedures. All accommodations may be not reasonable, and the reasonableness of a request will be determined by the Director or City Manager's designee upon appeal.

Requirement. A provision of the City Code or an administrative policy, program or procedure.

Section 4. Effect.

A reasonable accommodation controls over a conflicting City regulation or requirement.

Section 5. Requests for Accommodation; Application.

- (a) An application for an accommodation may be made by any person(s) with a disability, his or her representative, or a developer or provider of housing for person(s) with disabilities.
- (b) A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person(s) with a disability equal opportunity to use and enjoy the dwelling. A written acknowledgment of the request shall be sent to the applicant within ten days of receipt by the Director.

- (c) Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide person(s) with a disability equal opportunity to a dwelling of his or her choice.
- (d) An individual requesting an accommodation shall submit an application for a reasonable accommodation using the appropriate City form, to be provided by the Director. The City shall assist the applicant with furnishing all information maintained by the City with respect to an accommodation. The applicant shall provide the following:
 - (1) Name and address of the person(s) or entity requesting accommodation. If the applicant is applying on behalf of person(s) with a disability, the name and address of the person(s) with a disability shall also be provided.
 - (2) Address of the property for which the accommodation is requested.
 - (3) Indication of whether that the applicant is:
 - a. Person(s) with a disability;
 - b. Applying on behalf of person(s) with a disability; or
 - c. A developer or provider of housing for one or more person(s) with a disability.
 - (4) Description of the disability at issue, the requested accommodation, and the specific regulation(s), policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing.
 - (5) Description of whether the specific accommodation requested by the applicant is necessary for the person(s) with the disability to use and enjoy the dwelling or is necessary to make the provision of housing for person(s) with disabilities financially or practically feasible.
 - (6) Any other information the Director concludes is necessary in order to make findings compliant with applicable local, state and federal laws. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry. (*See* Joint Statement of The Department of Housing and Urban Development and The Department of Justice: Reasonable Accommodations Under the Fair Housing Act #18.)
- (e) Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and/or person(s) with a disability and shall not be made available for public inspection

unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten days of the decision of the City Manager. The applicant need provide only the information necessary for the City to evaluate the reasonable accommodation request.

- (f) If the person(s) with the disability needs assistance to make a request for accommodation, the Director will provide assistance, including transcribing a verbal request into a written request.
- (g) A fee shall not be required for an application for an accommodation.

Section 6. Review Authority.

- (a) A request for accommodation shall be reviewed, and a determination made, by the Director, using the criteria set forth in Section 7.
- (b) The Director shall issue a written decision on a request for accommodation within 30 calendar days of the date of the application, and may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth in Section 7.
- (c) If necessary to reach a determination on the request for accommodation, the Director may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten days of the decision of the City Manager. If a request for additional information is made, the running of the 30-calendar day period to issue a decision is stayed until the applicant responds to the request.

Section 7. Required Findings.

- (a) The written decision to grant, grant with alterations or conditions, or deny a request for accommodation shall be based on the following factors to the extent they are consistent with applicable laws:
 - (1) Whether the housing that is the subject of the request for accommodation will be used by person(s) with a disability protected under the applicable laws.
 - (2) Whether the requested accommodation is necessary to make a dwelling available to person(s) with disabilities protected under the applicable laws.
 - (3) Whether the requested accommodation would pose an undue financial or administrative burden on the City. The determination of undue financial and administrative burden will be done on a case-by-case basis.

- (4) Whether the requested accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to zoning and land use.
- (b) In making findings, the Director may grant with alterations or conditions, reasonable accommodations, if the Director determines that the applicant's initial request would impose an undue financial or administrative burden on the City, or fundamentally alter a City program or law. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to:
 - (1) Enabling the person(s) with a disability to use and enjoy the dwelling; and
 - (2) Making the provision of housing for person(s) with a disability financially or practically feasible.

Section 8. Written Decision.

- (a) The written decision of the Director on an application for an accommodation shall explain in detail the basis of the decision, including the Director's findings on the criteria set forth in Section 7. All written decisions shall give notice of the applicant's right to appeal and to request assistance in the appeal process as set forth in Section 9. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant's electronic mail address is known to the City.
- (b) The written decision of the Director shall be final unless the applicant files an appeal to the City Manager in accordance with Section 9. Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances. Nor shall this provision be construed to affect in any way the rights of a person to challenge the denial of a request for reasonable accommodation as violating the Fair Housing Act, the ADA or any other applicable state, federal or local law.
- (c) If the Director fails to render a written decision on the request for accommodation within the 30-calendar day period established in Section 6, the accommodation request shall be deemed granted.
- (d) A request for accommodation stays all proceedings in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.
- (e) The Director shall retain, for the duration of the accommodation and at least five years thereafter, written records of each request and all related records, including the City's responses and decisions.

Section 9. Appeals.

- (a) An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation no later than 30 calendar days from the date the decision is mailed.
- (b) An appeal must be in writing (or reduced to writing as provided by subsection (c), below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten days of the decision of the City Manager.
- (c) If an applicant needs assistance appealing a written decision, the City will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible.
- (d) An applicant shall not be required to pay a fee to appeal a written decision.
- (e) An appeal will be decided by the City Manager. In considering an appeal of a decision of the Director, the City Manager shall consider:
 - (1) The application requesting the accommodation;
 - (2) The Director's decision;
 - (3) The applicant's written statement of the grounds of the appeal; and
 - (4) The provisions of this policy, in order to determine whether the Director's decision was consistent with applicable fair housing laws and the required findings in Section 7.
- (f) If a written decision on the appeal is not rendered within 30 calendar days from the date the appeal is received, the requested accommodation shall be deemed granted.
- (g) The decision of the City Manager is final.

**EXHIBIT B
APPLICATION FOR REASONABLE ACCOMMODATION**

Application for Reasonable Accommodation

Return to Any of the Following:

665 Country Club Rd, Lucas, TX 75002

jhilbourn@lucastexas.us

Facsimile (972) 727-0091

The City of Lucas seeks to provide a process for consideration of reasonable accommodation requests related to **residential dwellings**. A reasonable accommodation is any modification of the City's zoning, land use and other regulations, rules, policies and practices to ensure **equal access to housing** and to ensure person(s) with a disability has an equal opportunity to enjoy a dwelling.

Should you need assistance in completing this application, please ask staff in the Development Services Department by calling (972) 912-1207, or by emailing jhilbourn@lucastexas.us, or by visiting City Hall, 665 Country Club Road, Lucas, Texas 75002.

PLEASE NOTE: Do not submit information such as Social Security numbers, date of birth, medical records, or lists of medications.

No fee is required for an application for reasonable accommodation.

An application for accommodation may be submitted **at any time** as necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling.

Applicant and Property information:

1. Address of the property for the accommodation:

2. Name of Applicant requesting accommodation: _____

Relationship to person with disability if not the applicant:

May be any person(s) with disability, his or her representative, or a developer or provider of housing for persons with disabilities.

3. Permanent Address of Applicant: _____

4. Applicant phone: _____ Email address: _____

5. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability:

Name _____

Address _____

6. Property Owner name (if different from above):

Property Owner's Mailing Address:

7. Identify the reasonable accommodation requested and the specific regulations, policy or procedure from which the waiver or deviation is requested.

8. Describe how the person, or persons on behalf of which this application is being made, is considered disabled under the Fair Housing Act and the Americans with Disabilities Act.

9. Give the reason that an accommodation may be necessary for the use and enjoyment of the dwelling.

10. Please attach any documents that you wish to provide to support your request for an accommodation. In most cases, an individual's medical records or detailed information about the nature of the person's disability is not necessary for this application.

Note: The City may request any other information as necessary in order to make findings in accordance with applicable local, state and federal Fair Housing laws. Any personal information regarding disability status identified by an applicant as confidential shall be retained in such a manner so as to respect the privacy rights of the applicant and/or person with a disability and shall not be made available for public inspection.

Acknowledgement:

I certify that the above statements are true and correct to the best of my knowledge.

Applicant's signature: _____ Date: _____



City of Lucas

City Council Agenda Request

February 6, 2020

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



City of Lucas

City Council Agenda Request

February 6, 2020

Requester: Mayor Jim Olk

Agenda Item Request

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA