



## **AGENDA**

### **CITY COUNCIL MEETING**

November 3, 2022 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

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*Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, November 3, 2022, beginning at 6:30 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. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.*

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

#### **How to Provide Input at a Meeting:**

**Speak In Person:** Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

**Submit Written Comments:** If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Erin Day at [eday@lucastexas.us](mailto:eday@lucastexas.us) by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

#### **Call to Order**

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

#### **Citizen Input**

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1. Citizen Input.

#### **Community Interest**

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*Pursuant to Section 5510415 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.

## 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 October 20, 2022, City Council meeting. (City Secretary Erin Day)
  - B. Approval of the Interlocal Agreement between the City of Lucas and the North Texas Municipal Water District on Wilson Creek Regional Wastewater Treatment Plant Improvements. (City Manager Joni Clarke)

## Public Hearing Agenda

4. Public hearing to consider adopting Ordinance 2022-11-00960 approving the rezoning request by Christopher White, property owner of 1110 East Winningkoff Road, to rezone a parcel of land from MHD (Manufactured Home District) to Residential 2-acres, situated in the Thomas D. James Survey, Abstract No. 477, a 3.65 acre Tract 1, 3.59 acre Tract 2, and 3.59 acre Tract 3. (Development Services Director Joe Hilbourn)

## Regular Agenda

5. Discuss roadway recommendations to improve Forest Grove Road and provide guidance to the City Manager. (Public Works Director Scott Holden and Consulting Engineer Joe Grajewski)
6. Discuss establishing logo usage guidelines for the City of Lucas logo and provide direction to the City Manager. (City Manager Joni Clarke)

## Executive Session

7. Executive Session: As authorized by 551.071(2) to consult with the City Attorney regarding the North Texas Municipal Water District Potable Water Supply Contract. This meeting is closed to the public as provided in the Texas Government Code.
8. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
9. Adjournment.

## Certification

*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on October 28, 2022.*

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*Erin Day, 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 Erin Day at 972.912.1211 or by email at [eday@lucastexas.us](mailto:eday@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 01

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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Citizen Input.

#### **Background Information**

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NA

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

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 02

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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Items of Community Interest.

#### **Background Information**

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NA

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

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 03

Requester: City Secretary Erin Day  
City Manager Joni Clarke

#### **Agenda Item Request**

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Consent Agenda:

- A. Approval of the minutes of the October 20, 2022, City Council meeting.
- B. Approval of the Interlocal Agreement between the City of Lucas and the North Texas Municipal Water District on Wilson Creek Regional Wastewater Treatment Plant Improvements.

#### **Background Information**

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##### Agenda Item B:

On August 4, 2022, the City Council approved developing an interlocal agreement between the City of Lucas and the North Texas Municipal Water District (NTMWD) for a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant. At that meeting, David Brewster, Assistant Deputy of Wastewater and Morgan Dadgostar, Regional Wastewater System Manager at NTMWD gave a presentation discussing the processes and equipment used for odor control management. Mr. Brewster and Ms. Dadgostar described the need for a truck washing station to improve the air quality within the facility and throughout the biosolids transportation route, and to reduce odors in the area.

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

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- 1. Minutes of the October 20, 2022, City Council meeting
- 2. Interlocal Agreement between the City of Lucas and the North Texas Municipal Water District on Wilson Creek Regional Wastewater Treatment Plant Improvements

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

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NA

#### **Recommendation**

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City staff recommends approval of the Consent Agenda.

#### **Motion**

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



## MINUTES

### CITY COUNCIL REGULAR MEETING

October 20, 2022 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

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**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Johnson  
Councilmember David Keer  
Councilmember Tim Baney  
Councilmember Debbie Fisher

**City Staff Present:**

City Manager Joni Clarke  
City Secretary Erin Day  
Assistant City Manager Kent Souriyasak  
Fire Chief Ted Stephens  
City Attorney Joe Gorfida  
Assistant City Attorney Courtney Morris

**City Councilmembers Absent:**

Councilmember Phil Lawrence

The regular City Council meeting was called to order at 6:30 p.m.

## Citizen Input

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### 1. Citizen Input

Catherine Habib of 2220 Tractor Trail in Lucas, TX, addressed the Council expressing her concerns regarding feral hogs in her neighborhood. She stated she is requesting from Council some type of protection for homeowners from the feral hogs. She advised she searched the city website for records, and requested from the City any records related to feral hogs, and there were none. She gave examples of what she thinks could help with the issue, including purchasing a portable trap that citizens can rent or entering into a partnership with Collin County and surrounding cities in the area with Texas Wildlife Services. She brought a print out of a trap that could be purchased for around \$2,000, advising the City could recoup the money with rental fees. She stated that in her neighborhood, they are not able to build fences to the street, and that all 12 homes have been hit by the hogs. She requested a personal communication from the Council explaining why there cannot be a partnership with the Texas Wildlife Services.

## Community Interest

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### 2. Items of Community Interest

Items of community interest included:

- Fire Chief Ted Stephens introduced Joel Duke, Texas State Fire Marshal's Office-Texas Department of Insurance, Hugh "Skip" Gibson, ISO Regional Manager, and David Eaves, ISO Senior Field Representative. Mr. Gibson gave a presentation with background information on the ISO Class 1 Rating. He explained that there are 10 ratings of fire protection, and they are determined by a schedule of 105.5 points that are given based on 911 communications, response time, amount of personnel, training of personnel, water that is

available, community risk reduction and other national standards. Mr. Gibson went through the high scores that the Lucas Fire-Rescue received, which added up to the Class 1 rating that they were awarded with. Mr. Duke congratulated the various departments in the City of Lucas that contributed to the rating. He presented Chief Ted Stephens with a Class 1 plaque from the Texas State Marshall's office and the Texas Department of Insurance.

- Mayor Olk presented a proclamation declaring October 2022 as Breast Cancer Awareness Month to Councilmember Debbie Fisher in recognition of her being a breast cancer survivor. Councilmember Fisher thanked the city for their emphasis on Breast Cancer Awareness. She urged families to encourage loved ones to get necessary screenings, advising that early detection is key.

Mayor Olk provided an update on the following items:

- CWD has fully picked up trash, recycling, bulk and brush and are still delivering new carts and picking up old carts. He advised the city has a go-to informational webpage that citizens can use for requests.
- The last Lucas Farmer's Market will be on October 22, 2022 from 8:00 a.m. – 12:00:00 p.m.
- The Arbor Day and Recycling Event will be on Saturday, November 5, 2022 from 9 a.m. – 12:00 p.m.
- Lucas Fire-Rescue has been invited to have a Fire Prevention Booth at the Lovejoy Leopard Friday Event, to be held on October 21, 2022 at 5:00 p.m.
- Election Day will be held on November 8, 2022. Early Voting is from October 24, 2022 to November 4, 2022. Residents may vote at the City of Lucas Community Center.

## **Consent Agenda**

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### **3. Consent Agenda:**

- A. Approval of the minutes of the September 15, 2022, City Council meeting.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote, with Councilmember Lawrence absent.

Mayor Olk requested that Agenda Item 6 be moved prior to the Executive Session.

## **Regular Agenda**

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### **6. Consider a request by Lucas citizen Helen Freshcoln to donate and install a memorial tree and stone marker at the Community Park in honor of former Board of Adjustments and Water System Review Board Member Harry Freshcoln.**

Helen Freshcoln of 4 Cimmaron Trail, Lucas, TX, spoke thanking the Fire Department, the Council, and the Collin County Sherriff's Office for aiding her family when they had tragedy strike in March,

and for presenting her family with a City of Lucas flag during her husband's funeral service. She spoke about when she and her husband, Harry Freshcoln, first moved to Lucas and there was an issue with the water system. Her husband wanted to help fix the problem and spent years working on the Board of Adjustment and the Water System Review Board. She requested that the City allow her to plant a tree in memory of Harry Freshcoln in the Community Park with a placard.

Mayor Olk asked City Manager Joni Clarke what our policy is on trees. Ms. Clarke explained we have a Service Tree program and we honor residents with a service tree in the park on an annual basis. Occasionally there is a special consideration as in this case. There is not a formal policy, but it is common practice in the public sector.

Mayor Olk spoke in favor of the request and gave his belief that the City should incur the cost of planting the tree. Councilmember Fisher agreed and spoke about Harry's service to the Water System Review Board.

Councilmember Baney asked if we could make the decision at this time to have this tree as one of our Service Trees for this year. Ms. Clarke advised that we could.

**MOTION:** A motion was made by Councilmember Baney to select Harry Freshcoln as one of this year's Service Tree Award Recipients, seconded by Councilmember Fisher. The motion passed unanimously by a 6-0 vote, with Councilmember Lawrence absent.

## **Executive Agenda**

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### **4. Executive Session.**

**The City Council will convene into executive session pursuant to Texas Government Code 551.071(2) to consult with the City Attorney regarding the West Lucas Road widening project.**

The City Council went into Executive Session at 7:06 p.m.

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

The City Council reconvened from Executive Session at 7:25 p.m.

## **Regular Agenda**

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### **7. Discuss establishing logo usage guidelines for the City of Lucas logo and provide direction to the City Manager.**

City Manager Joni Clarke advised the City received a request from a citizen regarding purchasing barn quilts for mailboxes with the City of Lucas logo. She stated we currently do not allow other entities to use our city logo, but that we can develop a policy regarding logo usage if it is something the Council would like to consider. She advised City Attorney Joe Gorfida and staff had developed some guidelines relating to logo usage. Councilmember Fisher asked if this is done in other cities. Ms. Clarke advised it is common, especially in parks and recreation and special events.



Mr. Gorfida advised we could have users sign a license agreement along with a policy. Councilmember Johnson asked if the license agreement would be with end users or just the company that would print them. Mr. Gorfida advised it would just be the company.

Mayor Pro Tem Peele advised she is in favor but that the City has to be careful so that the logo is not altered in any way, and that we need to be very clear on what circumstances can take place. Councilmember Baney advised he doesn't want to have problems and gave an example of the City having to chase down who is using the logo and where.

Mayor Olk advised he thinks if a neighborhood wants to use the logo, he would not be opposed to it. Mayor Pro Tem Peele agreed and advised the problem is if a user wants to change the logo and promote it. Councilmember Baney advised if we open the door for users to use the logo for "Lucas Pride" it becomes messy. Mayor Pro Tem Peele disagreed and stated in Plano and Allen they have logos and sell shirts, patches, and other things. Councilmember Fisher advised she thinks Lucas will be known more for using the logo because it is very unique and well respected from other people. Councilmember Johnson advised that in the agreement we can be specific that changing the size or color is not allowed and add a time limit to cover ourselves with end users. Mayor Olk advised he doesn't think we should make end users sign an agreement, just the sellers. Mayor Pro Tem Peele advised we could always go back and tighten up the agreement if needed.

Mr. Gorfida asked if there are any comments on the guidelines that were drafted. Mayor Olk advised the only comment he had was on Section 4 that references license fees, he believes that the fee should be established by the license agreement based on the type of usage.

Councilmember Fisher advised she would like to look over the agreement and asked Ms. Clarke to send an example of another city's policy to Council. Mayor Olk advised the Council can take some time to look over the agreement, submit any comments to the City Manager and bring it back for discussion at the next Council meeting.

## **8. Adjournment.**

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Keer to adjourn the meeting at 7:42 pm. The motion passed unanimously by a 6 to 0 vote, with Councilmember Lawrence absent.

APPROVED:

ATTEST:

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Mayor Jim Olk

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City Secretary Erin Day

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF LUCAS, TEXAS  
AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT  
ON WILSON CREEK REGIONAL WASTEWATER  
TREATMENT PLANT IMPROVEMENTS**

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into by and between the **City of Lucas, Texas**, a home rule municipality (“**City**”), and the **North Texas Municipal Water District**, a political subdivision of the State of Texas (“**NTMWD**”). The City and NTMWD at times are referred to herein as a “Party” or collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, NTMWD and the City entered into that certain Settlement Agreement dated April 4, 2001 (the “**Settlement Agreement**”) to effectuate a full and complete settlement and resolution of concerns raised by the City regarding the NTMWD’s then-pending application to amend the wastewater discharge permit for the Wilson Creek Regional Wastewater Treatment Plant (“**Wilson Creek RWWTP**”);

**WHEREAS**, at the recommendation of NTMWD, the Oversight Committee, created pursuant to Section I(A) of the Settlement Agreement, determined that an on-site vehicle washdown station at the Wilson Creek RWWTP would allow NTMWD to treat odors more effectively, which is a stated purpose of the Settlement Agreement;

**WHEREAS**, NTMWD continues to operate the Wilson Creek RWWTP in compliance with its wastewater discharge permit, state laws and regulations, and the Settlement Agreement and is committed to its duties as a good neighbor and wastewater treatment plant owner and operator;

**WHEREAS**, the City and NTMWD have agreed that a need exists for the design and construction of an on-site vehicle washdown station to serve the Wilson Creek RWWTP (the “**Project**”), as described in further detail below, and the ongoing operation and maintenance of the Project after completion;

**WHEREAS**, the Parties seek to allow NTMWD to construct an on-site truck washdown station at the Wilson Creek RWWTP as a part of the Project;

**WHEREAS**, the Project will permit NTMWD to wash vehicles and containers used to transport for disposal sludge produced on-site at the Wilson Creek RWWTP;

**WHEREAS**, by cleaning vehicles and containers on-site, NTMWD can proactively remove any potential odor causing bacteria, prevent new bacteria from growing, and contain bacteria at the Wilson Creek RWWTP;

**WHEREAS**, NTMWD will fund, conduct, and oversee the Project entirely, including all subsequent maintenance and ongoing operations;

**WHEREAS**, the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Government Code (the “Act”), authorizes local governments to contract with one another to perform governmental functions and services;

**WHEREAS**, this Agreement is entered into pursuant to the Act for the performance of governmental functions and services; and

**WHEREAS**, the City and NTMWD find that the Project will provide a public benefit to both Parties and that a cooperative effort by the Parties pursuant to the Act will more efficiently accomplish the purposes set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, City and NTMWD agree as follows:

## **ARTICLE 1**

### **PROJECT IMPROVEMENTS**

**1.1 Location of Project.** The Project consists of the design, construction, operation, and maintenance of an on-site vehicle washdown station located at the Wilson Creek RWWTP, 3020 Orr Road, Allen in Collin County, Texas 75002.

**1.2 Design and Construction of Project.** NTMWD shall design, procure, construct, and manage the Project. NTMWD shall be responsible for any and all permits required for the Project. NTMWD shall be responsible for all ongoing operation and maintenance of the Project after the Project is completed. The City agrees to fully support and not oppose NTMWD’s design, construction, operation, and maintenance of the Project.

**1.3 Project Description.** The Project as defined will include the construction of an on-site washdown station to clean vehicles and containers used in the treatment process. NTMWD will construct a washdown station for the Project that consists of a stainless-steel hopper and concrete containment area. Vehicles will back the container and drain into the hopper while being rinsed out. The water and other materials rinsed from the container will drain directly into the Wilson Creek RWWTP headworks. By placing the washdown station in front of the Wilson Creek RWWTP’s headworks, the Project’s washdown station will ensure that materials washed out will be screened and properly treated. While NTMWD intends that all water will be captured by the hopper, NTMWD will also construct a secondary concrete containment area to capture potential spills, which will also drain to the Wilson Creek RWWTP’s headworks. NTMWD will also install a gate on the hopper discharge to contain odors while the washdown station is not in use.

**1.4 Ownership of Project Improvements.** Any and all Project improvements constructed pursuant to this Agreement shall, at all times, remain the sole property of NTMWD. The City shall not, at any time, have or claim any ownership interest in Project improvements constructed by NTMWD.

## **ARTICLE 2**

### **GENERAL PROVISIONS**

**2.1 Recitals and Exhibits Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are hereby incorporated into the body of this Agreement and are adopted as findings of the City and NTMWD.

**2.2 Authority to Execute.** Each person signing on behalf of the Parties hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

**2.3 Liability.** Each Party does hereby agree to waive all claims against, release and hold harmless the other Party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. However, nothing herein shall release the Parties from their respective obligations created through this Agreement. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without waiving any governmental immunity or defense available to any Party individually under Texas law. The City shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**2.4 Remedies.** Nothing in this Agreement shall be construed as, in any manner, to abridge, limit or deprive any Party hereunto of any means which it could otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

**2.5 Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to the City, addressed to it at:

City of Lucas  
Attn: Joni Clarke, City Manager  
Address: 665 Country Club Road  
City, State, Zip Code: Lucas, Texas 75002-7651  
Telephone: (972) 727-8999  
Email: jclarke@lucastexas.us

If to NTMWD, addressed to it at:

North Texas Municipal Water District  
Attn: Jennafer Covington, P.E.  
Address: P.O. Box 2408  
City, State, Zip Code: Wylie, Texas 75098  
Telephone: (972) 442-5405  
Email: jcovington@ntmwd.com

**2.6 Succession and Assignment.** This Agreement is binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement may not be assigned by any Party hereto without the prior written notice to, and prior written approval by, the other Parties, which consent may be withheld without cause.

**2.7 Governing Law/Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

**2.8 Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for adequate consideration, the sufficiency of which is forever confessed.

**2.9 Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

**2.10 Severability.** If any term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted, and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable, or unlawful provision had never been contained in this Agreement.

**2.11 Representations.** Each Party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof, and is signing the same solely of its own judgment.

**2.12 Responsibilities.** The Parties agree that neither Party is an agent, servant, or employee of the other Party and that each Party is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents. The Parties agree that the Project is not a joint venture or joint enterprise.

**2.13 Immunity.** The Parties acknowledge and agree that, in executing and performing this Agreement, the Parties have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that would otherwise be

available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

**2.14 No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

**2.15 Waiver.** Any waiver at any time by any Party of its rights with respect to default under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

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

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("**Effective Date**").

**CITY OF LUCAS, TEXAS,**  
A Home-Rule Municipality

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

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NORTH TEXAS MUNICIPAL WATER  
DISTRICT,**  
A Conservation and Reclamation District and  
Political Subdivision of Texas

By: \_\_\_\_\_  
Jennafer Covington, P.E.  
Executive Director/General Manager  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
   §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared **JONI CLARKE**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the City Manager and duly authorized representative of the **CITY OF LUCAS, TEXAS**, a home-rule municipality, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **CITY OF LUCAS, TEXAS**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
   §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared **JENNAFER COVINGTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the Executive Director and duly authorized representative of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district and political subdivision of the State of Texas, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_





# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 04

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

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Public hearing to consider adopting Ordinance 2022-11-00960 approving the rezoning request by Christopher White, property owner of 1110 East Winningkoff Road, to rezone a parcel of land from MHD (Manufactured Home District) to Residential 2-acres, situated in the Thomas D. James Survey, Abstract No. 477, a 3.65 acre Tract 1, 3.59 acre Tract 2, and 3.59 acre Tract 3.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action regarding the zoning request

#### **Background Information**

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The applicant Christopher White is requesting a change in zoning to Residential 2-acres (R2) for a parcel of land that is 10.83 gross acres located at 1110 East Winningkoff Road. This lot is currently zoned MHD (Manufactured Home District). The applicant intends to subdivide the acreage into a two-acre parcel and an 8.43-acre parcel. The net acreage will be 10.508 acres following platting.

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

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- 1. Public Notice
- 2. Location Map
- 3. Depiction
- 4. Legal Description
- 5. Zoning Checklist
- 6. Ordinance 2022-11-00960

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

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NA

#### **Recommendation**

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Staff recommends approval of the zoning request as presented.



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 04

#### **Motion**

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I make a motion to approve/deny adopting Ordinance 2022-11-0960 approving the change in zoning from MHD (Manufacture Home District) to Residential 2-acres on a parcel of land, situated in the Thomas D. James Survey, Abstract No. 477, a 3.65 acre Tract 1, 3.59 acre Tract 2, and 3.59 acre Tract 3.



## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council will conduct a second Public Hearing on Thursday, November 3, 2022 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a request for a change in zoning from MHD, Manufacturing Home District, to R-2, Residential 2-acre, on a parcel of land described as follows:

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Thomas D. James Survey, Abstract No. 477, and being all of a called 3.65 acre Tract 1, all of a called 3.59 acre Tract 2, and all of a called 3.59 acre Tract 3, described in Warranty Deed as recorded under County Clerk's File No. 20220405000549610 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a point in the approximate center of Winningkoff Road, same being in the south line of a called 224.497 acre tract of land as recorded in Volume 1326, Page 253 of the Deed Records of Collin County, Texas, marking the northeast corner of a called 4.00 acre tract of land as recorded under County Clerk's File No, 20210713001411840 of the Deed Records of Collin County, Texas, same being the northeast corner of a 35' Right-of-Way Dedication for Winningkoff Road as recorded in Volume 4169, Page 37 of the Deeds Records of Collin County, Texas, and marking the northwest corner of said 3.65 acre Tract 1 and the herein described premises, from which a 1/2" iron rod found for reference bears South 09°03'11" West, 22.02 feet;

THENCE with the approximate centerline of Winningkoff Road, the south line of said 224.497 acre tract, the south line of Lot 7 of Logan Ford Ranch, Phase 2 as recorded in Volume 2016, Page 378 of the Deed Records of Collin County, Texas, the north line of said 3.65 acre Tract 1, the north line of said 3.59 acre Tract 2 and the north line of said 3.59 acre Tract 3, South 88°08'15" East, 359.82 feet to a point marking the northwest corner of a called 3.593 acre tract of land as recorded under County Clerk's File No. 20060707000930780 of the Deed Records of Collin County, Texas, same being in the northwest corner of a 35' Right-of-Way Dedication for Winningkoff Road as recorded in Volume 4169, Page 16 of the Deed Records of Collin County, Texas, and marking the northeast corner of said 3.59 acre Tract 3 and said premises;

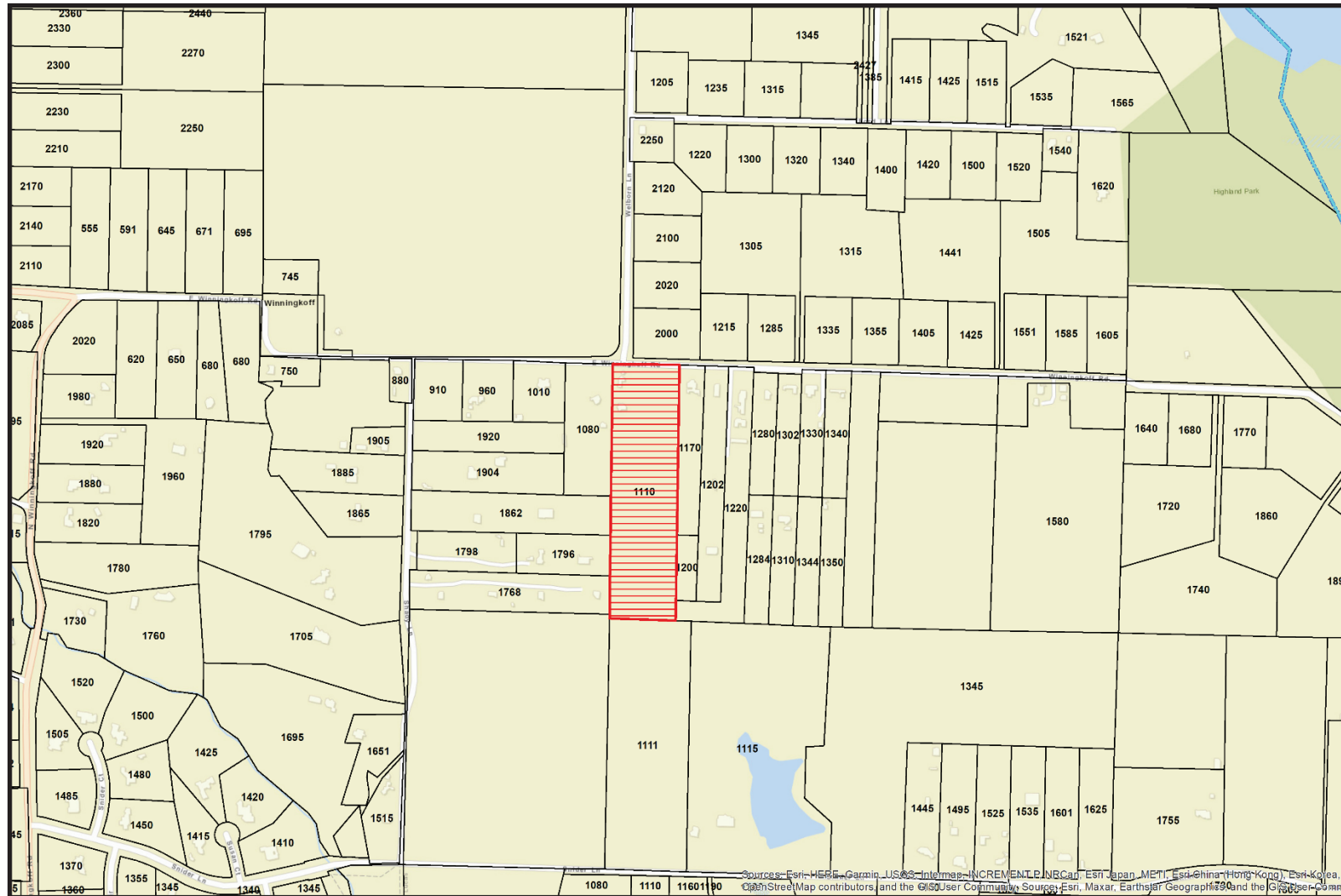
THENCE with the west line of said 35' Right-of-Way Dedication, the west line of said 3.593 acre tract, the east line of a called 1.00 acre tract of land as recorded under County Clerk's File No. 20090814001027250 of the Deed Records of Collin County, Texas, crossing through a called 4.512 acre tract of land as recorded in Volume 1063, Page 592 of the Deed Records of Collin County, Texas, the east line of said 3.59 acre Tract 3 and an east line of said 3.65 acre Tract 1, South 01°56'24" West, passing at 1,246.55 feet a 3/8" iron rod found marking the southwest corner of said 1.00 acre tract and the easterly most northeast corner of said 3.65 acre Tract 1, and continuing for a total distance of 1,346.55 feet to a point in the north line of a called 13.050 acre tract of land as recorded under County Clerk's File No.

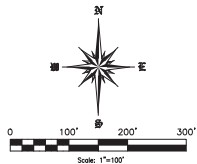
20130816001163530 of the Deed Records of Collin County, Texas, the southeast corner of said 3.65 acre Tract 1 and of said premises;

THENCE with the north line of said 13.050 acre tract and the south line of said 3.65 acre Tract 1, North 88°11'51" West, 340.74 feet to a point in the east line of a called 32.80 acre tract of land as recorded under County Clerk's File No. 20160407000413150 of the Deed Records of Collin County, Texas, marking the northwest corner of said 13.050 acre tract, the southwest corner of said 3.65 acre Tract 1 and said premises;

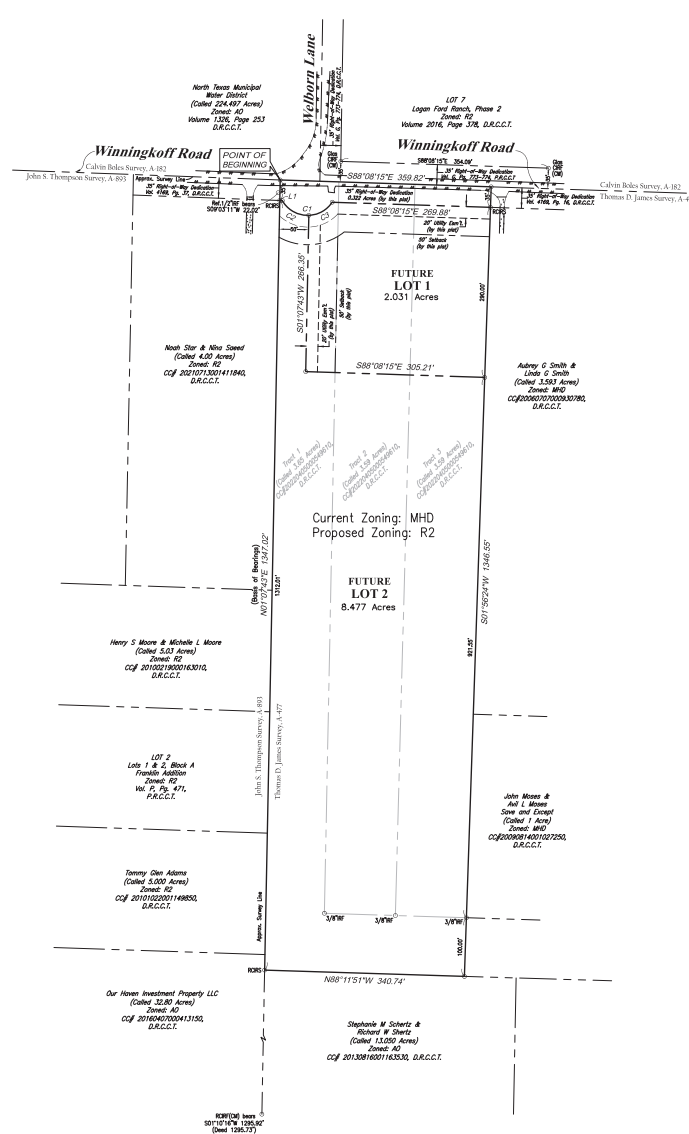
THENCE with the east line of said 32.80 acre tract, the east line of a called 5.000 acre tract of land as recorded under County Clerk's File No. 20101022001149850 of the Deed Records of Collin County, Texas, the east line of Lot 2 of Lots 1 & 2, Block A, Franklin Addition as recorded in Volume P, Page 471 of the Plat Records of Collin County, Texas, the east line of a called 5.03 acre tract of land as recorded under County Clerk's File No. 20100219000163010 of the Deed Records of Collin County, Texas, the east line of the aforementioned 4.00 acre tract, the east line of the aforementioned 35' right-of-way dedication and the west line of said 3.65 acre Tract 1, North 01°07'43" East (Basis of Bearings), 1,347.02 feet to the place of beginning and containing 10.830 gross acres of land, of which 0.322 acres is dedicated for Right-of-Way for Winningkoff Road, leaving 10.508 net acres of land.

Those wishing to speak for or against the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: Interim City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [kent@lucastexas.us](mailto:kent@lucastexas.us) and it will be presented at the hearing. If you have any questions about the request, please contact Joe Hilbourn at [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us)





Legend	
CM	Controlling Monument
IRF	Iron rod found
RCRF	Roome Capped Iron Rod Found
RCRS	Roome Capped Iron Rod Set
PRCT	Plat Records Collin County Texas
DRCT	Deed Records Collin County Texas
ASPH	Asphalt



**R2 ZONING REQUEST**  
**PROPERTY DESCRIPTION**

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Thomas D. James Survey, Abstract No. 477, and being all of a called 3.65 acre Tract 1, all of a called 3.59 acre Tract 2, and all of a called 3.59 acre Tract 3, described in Warranty Deed as recorded under County Clerk's File No. 20220405000549610 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a point in the approximate center of Winninghoff Road, same being in the south line of a called 224.497 acre tract of land as recorded in Volume 1326, Page 253 of the Deed Records of Collin County, Texas, marking the northeast corner of a called 4.00 acre tract of land as recorded under County Clerk's File No. 20210713001411840 of the Deed Records of Collin County, Texas, same being the northeast corner of a 35' Right-of-Way Dedication for Winninghoff Road as recorded in Volume 4169, Page 37 of the Deeds Records of Collin County, Texas, and marking the northeast corner of said 3.65 acre Tract 1 and the herein described premises, from which a 1/2" iron rod found for reference bears South 09°31'11" West, 22.02 feet;

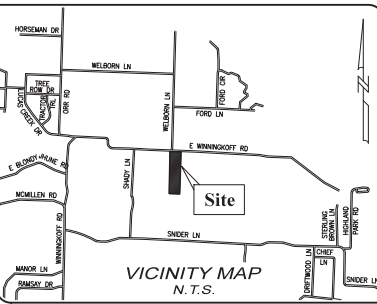
THENCE with the approximate centerline of Winninghoff Road, the south line of said 224.497 acre tract, the south line of Lot 7 of Logon Ford Ranch, Phase 2 as recorded in Volume 2016, Page 378 of the Deed Records of Collin County, Texas, the north line of said 3.65 acre Tract 1, the north line of said 3.59 acre Tract 2 and the north line of said 3.59 acre Tract 3, South 88°08'15" East, 359.82 feet to a point marking the northwest corner of a called 3.593 acre tract of land as recorded under County Clerk's File No. 20060707000930780 of the Deed Records of Collin County, Texas, same being in the northwest corner of a 35' Right-of-Way Dedication for Winninghoff Road as recorded in Volume 4169, Page 18 of the Deed Records of Collin County, Texas, and marking the northeast corner of said 3.59 acre Tract 3 and said premises;

THENCE with the west line of said 35' Right-of-Way Dedication, the west line of said 3.593 acre tract, the east line of a called 1.00 acre tract of land as recorded under County Clerk's File No. 20090814001027250 of the Deed Records of Collin County, Texas, crossing through a called 4.512 acre tract of land as recorded in Volume 1083, Page 292 of the Deed Records of Collin County, Texas, the east line of said 3.59 acre Tract 3 and on east line of said 3.65 acre Tract 1, South 01°56'24" West, passing at 1,246.55 feet a 3/8" iron rod found marking the southwest corner of said 1.00 acre tract and the easterly most northeast corner of said 3.65 acre Tract 1, and continuing for a total distance of 1,346.55 feet to a point in the north line of a called 13.050 acre tract of land as recorded under County Clerk's File No. 2013081600163530 of the Deed Records of Collin County, Texas, the southeast corner of said 3.65 acre Tract 1 and of said premises;

THENCE with the north line of said 13.050 acre tract and the south line of said 3.65 acre Tract 1, North 88°11'51" West, 340.74 feet to a point in the east line of a called 32.80 acre tract of land as recorded under County Clerk's File No. 20160407000413150 of the Deed Records of Collin County, Texas, marking the northeast corner of said 13.050 acre tract, the southwest corner of said 3.65 acre Tract 1 and said premises;

THENCE with the east line of said 32.80 acre tract, the east line of a called 5.000 acre tract of land as recorded under County Clerk's File No. 20101022001149850 of the Deed Records of Collin County, Texas, the east line of Lot 2 of Lots 1 & 2, Block A, Franklin Addition as recorded in Volume P, Page 471 of the Plat Records of Collin County, Texas, the east line of a called 5.03 acre tract of land as recorded under County Clerk's File No. 20100219000163010 of the Deed Records of Collin County, Texas, the east line of the aforementioned 4.00 acre tract, the east line of the aforementioned 35' right-of-way dedication and the west line of said 3.65 acre Tract 1, North 01°07'43" East (Basis of Bearings), 1,347.02 feet to the place of beginning and containing 10.830 gross acres of land, of which 0.322 acres is dedicated for Right-of-Way for Winninghoff Road, leaving 10.508 net acres of land.

NOTE: Development of this site will be in accordance with City of Lucas Development Standards.



**Line Table**

LINE	BEARING	DISTANCE
1/1	S89°01'15"E	4.20

**Curve Table**

CURVE	TRANSITS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	101.80'	85.16'	S89°05'15"E	118°46'21"
C2	50.00'	154.40'	117.11'	S62°02'11"E	54°26'04"
C3	50.00'	147.50'	45.74'	N69°41'36"E	54°26'04"

**Zoning Exhibit**  
**Future White Addition**  
**Lots 1 & 2, Block A**  
**Current Zoning: MHD**  
**Proposed Zoning: R2**

**10.830 Gross Acres / 10.508 Net Acres**  
Thomas D. James Survey, Abstract No. 477  
City of Lucas, Collin County, Texas  
July 2022

Revised:	Owner:
	Christopher White
	205 Selt Jones Drive
	Lucas, TX 75002
	(214) 808-4445
	Altice Chris White
	cwhite.2019@yahoo.com

Engineer:	Surveyor:
Heimberger & Associates	Roome Land Surveying
1325 Bonson Road	2000 Ave G, Suite 810
Wylie, TX 75098	Plano, TX 75074
(972) 423-4359	(972) 423-4372
Altice Fred Heimberger	Altice Fred Heimberger
fred@heimberger.com	fred@heimberger.com



**Roome**  
Land Surveying  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013100

## R2 ZONING REQUEST

### PROPERTY DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Thomas D. James Survey, Abstract No. 477, and being all of a called 3.65 acre Tract 1, all of a called 3.59 acre Tract 2, and all of a called 3.59 acre Tract 3, described in Warranty Deed as recorded under County Clerk's File No. 20220405000549610 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a point in the approximate center of Winningkoff Road, same being in the south line of a called 224.497 acre tract of land as recorded in Volume 1326, Page 253 of the Deed Records of Collin County, Texas, marking the northeast corner of a called 4.00 acre tract of land as recorded under County Clerk's File No. 20210713001411840 of the Deed Records of Collin County, Texas, same being the northeast corner of a 35' Right-of-Way Dedication for Winningkoff Road as recorded in Volume 4169, Page 37 of the Deeds Records of Collin County, Texas, and marking the northwest corner of said 3.65 acre Tract 1 and the herein described premises, from which a 1/2" iron rod found for reference bears South 09°03'11" West, 22.02 feet;

THENCE with the approximate centerline of Winningkoff Road, the south line of said 224.497 acre tract, the south line of Lot 7 of Logan Ford Ranch, Phase 2 as recorded in Volume 2016, Page 378 of the Deed Records of Collin County, Texas, the north line of said 3.65 acre Tract 1, the north line of said 3.59 acre Tract 2 and the north line of said 3.59 acre Tract 3, South 88°08'15" East, 359.82 feet to a point marking the northwest corner of a called 3.593 acre tract of land as recorded under County Clerk's File No. 20060707000930780 of the Deed Records of Collin County, Texas, same being in the northwest corner of a 35' Right-of-Way Dedication for Winningkoff Road as recorded in Volume 4169, Page 16 of the Deed Records of Collin County, Texas, and marking the northeast corner of said 3.59 acre Tract 3 and said premises;

THENCE with the west line of said 35' Right-of-Way Dedication, the west line of said 3.593 acre tract, the east line of a called 1.00 acre tract of land as recorded under County Clerk's File No. 20090814001027250 of the Deed Records of Collin County, Texas, crossing through a called 4.512 acre tract of land as recorded in Volume 1063, Page 592 of the Deed Records of Collin County, Texas, the east line of said 3.59 acre Tract 3 and an east line of said 3.65 acre Tract 1, South 01°56'24" West, passing at 1,246.55 feet a 3/8" iron rod found marking the southwest corner of said 1.00 acre tract and the easterly most northeast corner of said 3.65 acre Tract 1, and continuing for a total distance of 1,346.55 feet to a point in the north line of a called 13.050 acre tract of land as recorded under County Clerk's File No. 20130816001163530 of the Deed Records of Collin County, Texas, the southeast corner of said 3.65 acre Tract 1 and of said premises;

THENCE with the north line of said 13.050 acre tract and the south line of said 3.65 acre Tract 1, North 88°11'51" West, 340.74 feet to a point in the east line of a called 32.80 acre tract of land as recorded under County Clerk's File No. 20160407000413150 of the Deed Records of Collin County, Texas, marking the northwest corner of said 13.050 acre tract, the southwest corner of said 3.65 acre Tract 1 and said premises;

THENCE with the east line of said 32.80 acre tract, the east line of a called 5.000 acre tract of land as recorded under County Clerk's File No. 20101022001149850 of the Deed Records of Collin County, Texas, the east line of Lot 2 of Lots 1 & 2, Block A, Franklin Addition as recorded in Volume P, Page 471 of the Plat Records of Collin County, Texas, the east line of a called 5.03 acre tract of land as recorded under County Clerk's File No. 20100219000163010 of the Deed Records of Collin County, Texas, the east line of the aforementioned 4.00 acre tract, the east line of the aforementioned 35' right-of-way dedication and the west line of said 3.65 acre Tract 1, North 01°07'43" East (Basis of Bearings), 1,347.02 feet to the place of beginning and containing 10.830 gross acres of land, of which 0.322 acres is dedicated for Right-of-Way for Winningkoff Road, leaving 10.508 net acres of land.





# Zoning Exhibit Checklist

## Minimum Requirements

**Project Name:** Future White Addition Lots 1 & 2, Block A

**Preparer:** Roome Land Surveying

This checklist is provided to assist you in addressing the minimum requirements for a zoning or rezoning submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by initialing the box next to the required information. Initialing each item certifies to the City that you have completely and accurately addressed the issue. Return this form at the time of application submittal.

A zoning/rezoning request and associated plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed.

### For Zoning or Rezoning to a Straight Zoning District

- ☒ Location/vicinity map showing the location of the proposed zoning with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.
- ☒ Abstract lines, survey lines, county lines, corporate boundaries are correctly shown and clearly labeled.
- ☒ Statement of purpose and intent of the zoning or rezoning that includes:
  - ☐ Land Use(s) proposed
  - ☐ Existing and proposed zoning
  - ☐ Impact of uses(s) on the transportation system. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
  - ☐ Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
  - ☐ Impact on land use(s) adjacent to the rezoning request.
  - ☐ Conformance to the Comprehensive Plan.
  - ☐ Other information as required by City staff, Planning & Zoning Commission, and/or City Council
  - ☐ If a residential use, the density of the proposal and density of adjacent residential use(s).
- ☒ Adjacent zoning and existing land use(s) within 500 feet is indicated.
- ☒ Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the property are shown and labeled.
- ☒ A note stating that development of the site will be in accordance with City of Lucas development standards.
- ☒ Provide an electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document.
- ☒ Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



**ORDINANCE # 2022-11-00960**

**[CHANGE IN ZONING – ±10.830 ACRES LOCATED AT 1110 WINNINGKOFF ROAD]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM MANUFACTURED HOME DISTRICT (MHD) TO R2-SINGLE FAMILY RESIDENTIAL, 2-ACRE LOTS (R2), ON A PARCEL OF LAND LOCATED AT 1110 WINNINGKOFF ROAD, LUCAS, COLLIN COUNTY, TEXAS, AND BEING PART OF THE THOMAS D. JAMES SURVEY, ABSTRACT NO. 477, AND BEING ALL OF A CALLED 3.65-ACRE TRACT 1, ALL OF A CALLED 3.59-ACRE TRACT 2, AND ALL OF A CALLED 3.59-ACRE TRACT 3, DESCRIBED IN WARRANTY DEED AS RECORDED UNDER COUNTY CLERK’S FILE NO. 20220405000549610 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED ON EXHIBIT “A” AND EXHIBIT “B” ATTACHED HERETO; PROVIDING A CONFLICTS CLAUSE; 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 AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

**Section 1.** The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended to grant a change in zoning from Manufactured Home District (MHD) to R2-Single Family Residential, 2-Acre Lots (R2), on a parcel of land, located at 1110 Winningkoff Road, Lucas, Collin County, Texas, and being part of the Thomas D. James Survey, Abstract No. 477, and being all of a called 3.65-acre Tract 1, all of a called 3.59-acre Tract 2, and all of a called 3.59-acre Tract 3, described in Warranty Deed as recorded under County Clerk’s File No. 20220405000549610 of the Deed Records of Collin County, Texas, and being more particularly described and depicted on Exhibit “A” and Exhibit “B”, attached hereto and made part hereof for all purposes.

**Section 2.** To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**Section 3.** 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 4.** 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 5.** 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 6.** 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 7.** 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 3RD DAY OF NOVEMBER, 2022.**

APPROVED:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr.  
(10-12-2022:TM 131897)

\_\_\_\_\_  
Erin Day, City Secretary

**EXHIBIT "A"**  
**Property Description**

**PROPERTY DESCRIPTION**

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Thomas D. James Survey, Abstract No. 477, and being all of a called 3.65 acre Tract 1, all of a called 3.59 acre Tract 2, and all of a called 3.59 acre Tract 3, described in Warranty Deed as recorded under County Clerk's File No. 20220405000549610 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a point in the approximate center of Winningkoff Road, same being in the south line of a called 224.497 acre tract of land as recorded in Volume 1326, Page 253 of the Deed Records of Collin County, Texas, marking the northeast corner of a called 4.00 acre tract of land as recorded under County Clerk's File No. 20210713001411840 of the Deed Records of Collin County, Texas, same being the northeast corner of a 35' Right-of-Way Dedication for Winningkoff Road as recorded in Volume 4169, Page 37 of the Deeds Records of Collin County, Texas, and marking the northwest corner of said 3.65 acre Tract 1 and the herein described premises, from which a 1/2" iron rod found for reference bears South 09°03'11" West, 22.02 feet;

THENCE with the approximate centerline of Winningkoff Road, the south line of said 224.497 acre tract, the south line of Lot 7 of Logan Ford Ranch, Phase 2 as recorded in Volume 2016, Page 378 of the Deed Records of Collin County, Texas, the north line of said 3.65 acre Tract 1, the north line of said 3.59 acre Tract 2 and the north line of said 3.59 acre Tract 3, South 88°08'15" East, 359.82 feet to a point marking the northwest corner of a called 3.593 acre tract of land as recorded under County Clerk's File No. 20060707000930780 of the Deed Records of Collin County, Texas, same being in the northwest corner of a 35' Right-of-Way Dedication for Winningkoff Road as recorded in Volume 4169, Page 16 of the Deed Records of Collin County, Texas, and marking the northeast corner of said 3.59 acre Tract 3 and said premises;

THENCE with the west line of said 35' Right-of-Way Dedication, the west line of said 3.593 acre tract, the east line of a called 1.00 acre tract of land as recorded under County Clerk's File No. 20090814001027250 of the Deed Records of Collin County, Texas, crossing through a called 4.512 acre tract of land as recorded in Volume 1063, Page 592 of the Deed Records of Collin County, Texas, the east line of said 3.59 acre Tract 3 and an east line of said 3.65 acre Tract 1, South 01°56'24" West, passing at 1,246.55 feet a 3/8" iron rod found marking the southwest corner of said 1.00 acre tract and the easterly most northeast corner of said 3.65 acre Tract 1, and continuing for a total distance of 1,346.55 feet to a point in the north line of a called 13.050 acre tract of land as recorded under County Clerk's File No. 20130816001163530 of the Deed Records of Collin County, Texas, the southeast corner of said 3.65 acre Tract 1 and of said premises;

THENCE with the north line of said 13.050 acre tract and the south line of said 3.65 acre Tract 1, North 88°11'51" West, 340.74 feet to a point in the east line of a called 32.80 acre tract of land as recorded under County Clerk's File No. 20160407000413150 of the Deed Records of Collin

County, Texas, marking the northwest corner of said 13.050 acre tract, the southwest corner of said 3.65 acre Tract 1 and said premises;

THENCE with the east line of said 32.80 acre tract, the east line of a called 5.000 acre tract of land as recorded under County Clerk's File No. 20101022001149850 of the Deed Records of Collin County, Texas, the east line of Lot 2 of Lots 1 & 2, Block A, Franklin Addition as recorded in Volume P, Page 471 of the Plat Records of Collin County, Texas, the east line of a called 5.03 acre tract of land as recorded under County Clerk's File No. 20100219000163010 of the Deed Records of Collin County, Texas, the east line of the aforementioned 4.00 acre tract, the east line of the aforementioned 35' right-of-way dedication and the west line of said 3.65 acre Tract 1, North 01°07'43" East (Basis of Bearings), 1,347.02 feet to the place of beginning and containing 10.830 gross acres of land, of which 0.322 acres is dedicated for Right-of-Way for Winningkoff Road.

Exhibit "A"

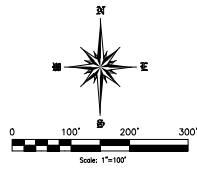
City of Lucas

Ordinance # 2022-11-00960 (Change in Zoning – ±10.830 Acres located at 1110 Winningkoff Road)

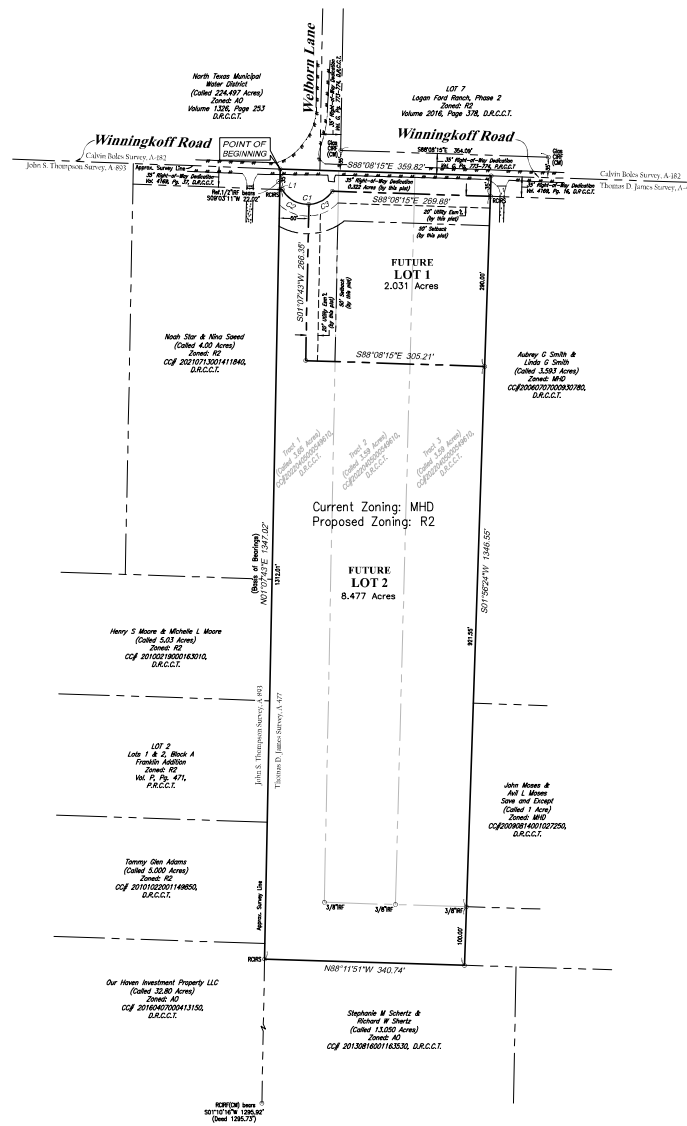
Approved: November 3, 2022

**EXHIBIT “B”**  
**Zoning Exhibit**

# Exhibit "B"



Legend	
CM	Controlling Monument
IRF	Iron rod found
RCRF	Roome Capped Iron Rod Found
RCRS	Roome Capped Iron Rod Set
PRCT	Pit Records Collin County Texas
DRCT	Deed Records Collin County Texas
ASPH	Asphalt



## R2 ZONING REQUEST PROPERTY DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Thomas D. James Survey, Abstract No. 477, and being all of a called 3.65 acre Tract 1, all of a called 3.59 acre Tract 2, and all of a called 3.59 acre Tract 3, described in Warranty Deed as recorded under County Clerk's File No. 2022040500549810 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a point in the approximate center of Winninghoff Road, same being in the south line of a called 224.497 acre tract of land as recorded in Volume 1326, Page 253 of the Deed Records of Collin County, Texas, marking the northeast corner of a called 4.00 acre tract of land as recorded under County Clerk's File No. 20210713001411840 of the Deed Records of Collin County, Texas, same being the northeast corner of a 35' Right-of-Way Dedication for Winninghoff Road as recorded in Volume 4169, Page 37 of the Deeds Records of Collin County, Texas, and marking the northeast corner of said 3.65 acre Tract 1; and the herein described premises, from which a 1/2" iron rod found for reference bears South 09°31'11" West, 22.02 feet;

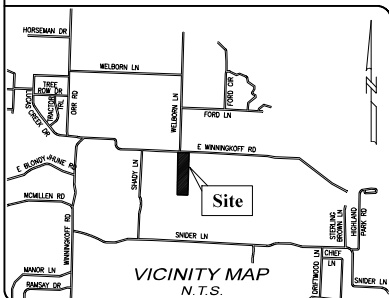
THENCE with the approximate centerline of Winninghoff Road, the south line of said 224.497 acre tract, the south line of Lot 7 of Logon Ford Ranch, Phase 2 as recorded in Volume 2016, Page 378 of the Deed Records of Collin County, Texas, the north line of said 3.65 acre Tract 1, the north line of said 3.59 acre Tract 2 and the north line of said 3.59 acre Tract 3, South 88°08'15" East, 359.82 feet to a point marking the northwest corner of a called 3.593 acre tract of land as recorded under County Clerk's File No. 20060707000930780 of the Deed Records of Collin County, Texas, same being in the northwest corner of a 35' Right-of-Way Dedication for Winninghoff Road as recorded in Volume 4169, Page 37 of the Deed Records of Collin County, Texas, and marking the northeast corner of said 3.59 acre Tract 3 and said premises;

THENCE with the west line of said 35' Right-of-Way Dedication, the west line of said 3.593 acre tract, the east line of a called 1.00 acre tract of land as recorded under County Clerk's File No. 20090814001027250 of the Deed Records of Collin County, Texas, crossing through a called 4.512 acre tract of land as recorded in Volume 1083, Page 292 of the Deed Records of Collin County, Texas, the east line of said 3.59 acre Tract 3 and on east line of said 3.65 acre Tract 1, South 01°56'24" West, passing at 1,246.55 feet a 3/8" iron rod found marking the southwest corner of said 1.00 acre tract and the westerly most northeast corner of said 3.65 acre Tract 1, and continuing for a total distance of 1,346.55 feet to a point in the north line of a called 13.050 acre tract of land as recorded under County Clerk's File No. 2013081600163530 of the Deed Records of Collin County, Texas, the southeast corner of said 3.65 acre Tract 1 and of said premises;

THENCE with the north line of said 13.050 acre tract and the south line of said 3.65 acre Tract 1, North 88°11'51" West, 340.74 feet to a point in the east line of a called 32.80 acre tract of land as recorded under County Clerk's File No. 20160407000413150 of the Deed Records of Collin County, Texas, marking the northeast corner of said 13.050 acre tract, the southwest corner of said 3.65 acre Tract 1 and said premises;

THENCE with the east line of said 32.80 acre tract, the east line of a called 5.000 acre tract of land as recorded under County Clerk's File No. 20101022001148850 of the Deed Records of Collin County, Texas, the east line of Lot 2 of Lots 1 & 2, Block A, Franklin Addition as recorded in Volume P, Page 471 of the Plat Records of Collin County, Texas, the east line of a called 5.03 acre tract of land as recorded under County Clerk's File No. 20100219000163010 of the Deed Records of Collin County, Texas, the east line of the aforementioned 4.00 acre tract, the east line of the aforementioned 35' Right-of-Way Dedication and the west line of said 3.65 acre Tract 1, North 01°07'43" East (Basis of Bearings), 1,347.02 feet to the place of beginning and containing 10.830 gross acres of land, of which 0.322 acres is dedicated for Right-of-Way for Winninghoff Road, leaving 10.508 net acres of land.

NOTE: Development of this site will be in accordance with City of Lucas Development Standards.



### Line Table

LINE	BEARING	DISTANCE
LT	S89°08'15"E	4.20

### Curve Table

CURVE	TRAVELS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00	101.80	85.16	S89°08'15"E	118°46'21"
C2	50.00	154.40	131.41	S62°03'11"E	162°03'11"
C3	50.00	47.50	45.74	N69°41'36"E	54°26'04"

Revised:	
Drawn:	Christopher White
Checked:	200 West Jones Drive
	Lucas, TX 75060
	(972) 423-4465
	Altice Chris White
	cpwhite131@yahoo.com

Engineer:	Heimberger & Associates
	1325 Boston Road
	Wylie, TX 75098
	(972) 423-4465
	Altice Fred Heimberger
	fredheimberger@earthlink.net

Surveyor:	Roome Land Surveying
	2000 Avenue G, Suite 810
	Piano, Texas 75074
	Phone (972) 423-4372 / Fax (972) 423-7523
	www.roomesurveying.com / Firm No. 10013100



Zoning Exhibit  
Future White Addition  
Lots 1 & 2, Block A  
Current Zoning: MHD  
Proposed Zoning: R2  
10.830 Gross Acres / 10.508 Net Acres  
Thomas D. James Survey, Abstract No. 477  
City of Lucas, Collin County, Texas  
July 2022

P:\JC\202201\ACB5598.dwg



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 05

Requester: Public Works Director Scott Holden  
Consulting Engineer Joe Grajewski

#### **Agenda Item Request**

Discuss roadway recommendations to improve Forest Grove Road and provide guidance to the City Manager.

#### **Background Information**

On September 27, 2022, City staff sent the City Council a memorandum regarding roadway observations and recommendations for Forest Grove Road. Public Works Director Scott Holden and Consulting Engineer Joe Grajewski investigated roadway conditions along Forest Grove Road from Country Club Road (FM 1378) to the first S-curve (approximately 5,150 linear feet). City staff walked multiple segments of the road to observe the conditions of the road surface and surrounding areas to identify opportunities for improving road safety along this corridor.

Forest Grove Road is a Neighborhood Connector (Thoroughfare Type C) in Lucas that serves multiple subdivisions between Country Club Road and Orr Road. The current posted speed for Forest Grove Road is 40 miles per hour while many other Neighborhood Connectors are posted at 30 or 35 miles per hour.

Based on reviewing the roadway geometrics and thoroughfare type, staff recommends that the speed limit for this roadway corridor be reduced to 30 miles per hour. Staff also recommends the following measures that could be considered to improve roadway safety:

- 1) Tree trimming and tree removal
- 2) Road signs and pavement markings
- 3) Public outreach on traffic safety (including the City's website and newsletter)
- 4) Full reconstruction (concrete or asphalt) of roadway conforming to current design standards

Staff is seeking guidance from City Council regarding recommendations to improve Forest Grove Road.

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

1. Quote for Tree Trimming and Tree Removal
2. Quote for Road Signs and Pavement Markings
3. Concrete Option – Forest Grove Road Reconstruction (Engineer's Opinion of Probable Construction Cost)
4. Asphalt Option – Forest Grove Road Reconstruction (Engineer's Opinion of Probable Construction Cost)
5. General Fund Reserves Trend





# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 05

#### Budget/Financial Impact

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The total costs associated with the recommendations to help improve Forest Grove Road are:

Option	Recommendation	Total Cost
1	Tree Trimming and Tree Removal	\$19,000.00
2	Road Signs and Pavement Markings	\$1,300.88
3	Public Outreach on Traffic Safety	No Cost
4	Concrete Option – Forest Grove Road Reconstruction	\$3,674,867.00
	Asphalt Option – Forest Grove Road Reconstruction	\$3,305,892.00

#### Recommendation

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Staff recommends the following options to help improve Forest Grove Road:

- Option 1) Tree trimming and tree removal in the amount of \$19,000. Funding could be utilized from Public Works Professional Services account 11-6210-309 which is budgeted for fiscal year 2022/23.
- Option 2) Road signs and pavement markings in the amount of \$1,300.88. Funding could be utilized from Public Works Signs and Markings account 11-6210-433 which is budgeted for fiscal year 2022/23.

#### Motion

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There is no motion required.

**Paramount Tree Care**  
Lucas, TX

# Invoice

1187

**214-842-3477**

TO

Jeremy  
City of Lucas

DATE 10/08/22 JOB NO. \_\_\_\_\_

JOB NAME Forest Grove

**JOB LOCATION** Lucas

## TERMS

	DESCRIPTION	PRICE	AMOUNT
>	<ul style="list-style-type: none"> <li>Remove all over hanging branches over road to 13.5 feet</li> <li>Remove + cut back all trees + debris 3 foot back from the road (each side)</li> <li>Take back enough to satisfy requirements but retaining the beauty of the trees. Haul off + superb clean up.</li> </ul>		
>	<p>★ All work to be done from Country Club to the reverse curve on Forestview Rd.</p>		19,000

## Thank You



1816 Louisville Road Bowling Green, KY 42101

# Quote

Date	Quote No.
10/13/2022	08-130502

Customer
CITY OF LUCAS ACCTS PAYABLE 665 COUNTRY CLUB RD LUCAS, TX. 75002

Ship To:
CITY OF LUCAS ATTN: JEREMY BOGLE 665 COUNTRY CLUB RD LUCAS, TX. 75002 972-912-1210

Customer Fax	Sales Rep	Customer No.	Terms	Production Time
	MW	75002	Net 30	

Qty	Item	Description	Rate	Total
6	R2-1HIA1730	24" x 30" SPEED LIMIT 30 - HIGH INTENSITY PRISMATIC - .080 ALUMINUM	63.90	383.40T
1	W1-4RHIA16	24" x 24" REVERSE CURVE RIGHT - HIGH INTENSITY PRISMATIC - .080 ALUMINUM	47.91	47.91T
1	W1-4LHIA16	24" x 24" REVERSE CURVE LEFT - HIGH INTENSITY PRISMATIC - .080 ALUMINUM	47.91	47.91T
6	SQ102	10' LENGTH 2" X 2" SQUARE POST - 14 GAUGE - 7/16" HOLES ON 1" CENTERS ON ALL FOUR SIDES	68.85	413.10T
6	SQ32	3' LENGTH 2 1/4" X 2 1/4" SQUARE BASE POST - 12 GAUGE - 7/16" HOLES ON 1" CENTERS ON ALL FOUR SIDES	27.60	165.60T
6	VCB1682	CORNER BOLT FOR 1 3/4", 2" OR 2 1/4" SQUARE POST	1.59	9.54T
12	NB-11	2 1/2" X 5/16" ZINC PLATED BOLT AND NUT	0.76	9.12T
1	FREIGHT	FREIGHT	224.30	224.30T

Due to the multiple price increases in 2021 on steel and aluminum, this quote is valid for 24 hours.  
\*\*\* Free Items may be excluded from quoted

**Sales Tax (0.00)** \$0.00

**Total** \$1,300.88

**CITY OF LUCAS, TX**

**Forest Grove Road Reconstruction**

**From FM 1378 (Country Club Road) to County Road 134 (S-Curve) (5100 LF)**

**Concrete Pavement Option (24-ft wide)**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

Date: 10-Oct-22

BID ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
<b>BASE BID</b>					
101	51	STA	Prepare Right-of-Way, Insurance, Bonds & Mobilization	\$ 2,000.00	\$ 102,000.00
102	11,334	SY	Remove & Dispose of Existing Asphalt Pavement	\$ 10.00	\$ 113,340.00
103	5,000	CY	Unclassified Excavation	\$ 20.00	\$ 100,000.00
104	13,600	SY	Furnish & Install 8-Inch Reinforced Concrete Pavement	\$ 80.00	\$ 1,088,000.00
105	14,734	SY	Furnish & Install 6-Inch Lime Treated Subgrade	\$ 5.00	\$ 73,670.00
106	354	Tons	Furnish Hydrated Lime (48 lb/SY)	\$ 180.00	\$ 63,720.00
107	1,250	SY	Furnish & Install 6-inch Reinforced Concrete Driveway	\$ 65.00	\$ 81,250.00
108	375	Tons	Furnish & Install 6-inch Flexible Base Pavement	\$ 50.00	\$ 18,750.00
109	1	LS	Furnish & Install Reinforced Concrete Culvert & Headwalls at White Rock Creek East Tributary 4	\$ 200,000.00	\$ 200,000.00
110	3	LS	Furnish & Install Reinforced Concrete Culvert & Headwalls	\$ 50,000.00	\$ 150,000.00
111	2,267	SY	Furnish & Install Reinforced Concrete Pilot Channels	\$ 60.00	\$ 136,020.00
112	14,734	SY	Furnish, Install & Maintain Solid Block Sod	\$ 10.00	\$ 147,340.00
113	1	LS	Furnish & Install Pavement Striping, Markings & Signage	\$ 15,000.00	\$ 15,000.00
114	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$ 50,000.00	\$ 50,000.00
115	1	L.S.	Furnish Stormwater Pollution Prevention Plan (SW3P)	\$ 3,500.00	\$ 3,500.00
116	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$ 20,000.00	\$ 20,000.00

**PAVING & DRAINAGE SUBTOTAL:** \$ 2,362,590.00

**CONTINGENCIES (30%):** \$ 708,777.00

**CONSTRUCTION SUBTOTAL:** \$ 3,071,367.00

**PROFESSIONAL DESIGN, QUALITY CONTROL, INSPECTION & LAND RIGHTS ACQUISITION**

Professional Design Services \$ 453,500.00

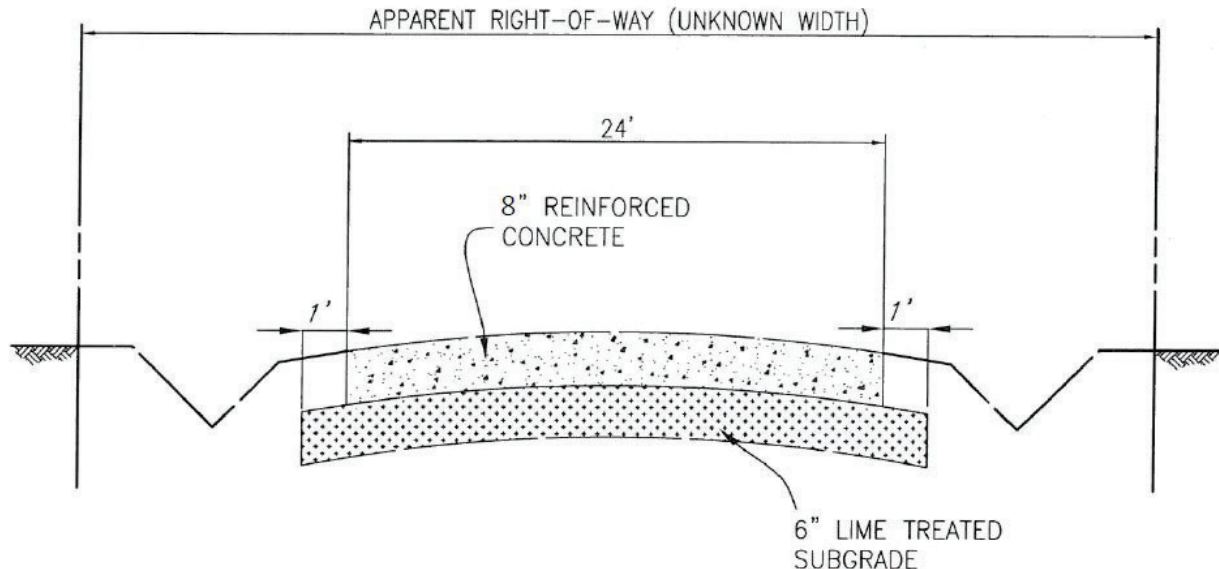
Construction Materials Testing \$ 50,000.00

Inspection Services \$ 100,000.00

Land Rights Acquisition (ROW or Esmts) (Approximately 3 acres) UNKNOWN

**PROFESSIONAL DESIGN SERVICES SUBTOTAL:** \$ 603,500.00

**TOTAL (CONSTRUCTION + PROFESSIONAL SERVICES):** \$ 3,674,867.00



**OPTION A – REINFORCED CONCRETE SECTION**

(NO SCALE)

**CITY OF LUCAS, TX**

**Forest Grove Road Reconstruction**

**From FM 1378 (Country Club Road) to County Road 134 (S-Curve) (5100 LF)**

**Asphalt Pavement Option (28-ft wide)**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

Date: 10-Oct-22

BID ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
<b>BASE BID</b>					
101	51	STA	Prepare Right-of-Way, Insurance, Bonds & Mobilization	\$ 2,000.00	\$ 102,000.00
102	11,334	SY	Remove & Dispose of Existing Asphalt Pavement	\$ 10.00	\$ 113,340.00
103	8,500	CY	Unclassified Excavation	\$ 20.00	\$ 170,000.00
104	1,750	Tons	Furnish & Install 2-Inch Type 'D' HMA	\$ 120.00	\$ 210,000.00
105	2,620	Tons	Furnish & Install 3-Inch Type 'A' HMA	\$ 110.00	\$ 288,200.00
106	17,000	SY	Furnish & Install 6-Inch Lime Treated Subgrade	\$ 5.00	\$ 85,000.00
107	408	Tons	Furnish Hydrated Lime (48 lb/SY)	\$ 180.00	\$ 73,440.00
108	1,250	SY	Furnish & Install 6-inch Reinforced Concrete Driveway	\$ 65.00	\$ 81,250.00
109	5,135	Tons	Furnish & Install 6-inch Flexible Base Pavement	\$ 50.00	\$ 256,750.00
110	1	LS	Furnish & Install Reinforced Concrete Culvert & Headwalls at White Rock Creek East Tributary 4	\$ 200,000.00	\$ 200,000.00
111	3	LS	Furnish & Install Reinforced Concrete Culvert & Headwalls	\$ 50,000.00	\$ 150,000.00
112	2,267	SY	Furnish & Install Reinforced Concrete Pilot Channels	\$ 60.00	\$ 136,020.00
113	14,734	SY	Furnish, Install & Maintain Solid Block Sod	\$ 10.00	\$ 147,340.00
114	1	LS	Furnish & Install Pavement Striping, Markings & Signage	\$ 15,000.00	\$ 15,000.00
115	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$ 50,000.00	\$ 50,000.00
116	1	L.S.	Furnish Stormwater Pollution Prevention Plan (SW3P)	\$ 3,500.00	\$ 3,500.00
117	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$ 20,000.00	\$ 20,000.00

**PAVING & DRAINAGE SUBTOTAL:** \$ 2,101,840.00

**CONTINGENCIES (30%):** \$ 630,552.00

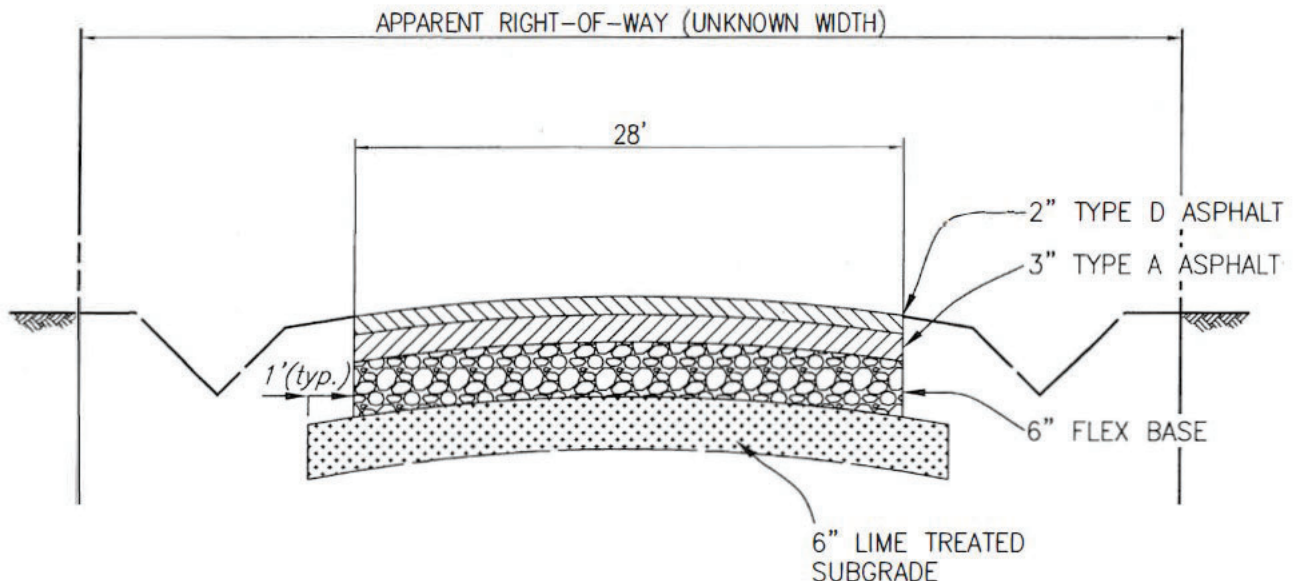
**CONSTRUCTION SUBTOTAL:** \$ 2,732,392.00

**PROFESSIONAL DESIGN, QUALITY CONTROL, INSPECTION & LAND RIGHTS ACQUISITION**

Professional Design Services	\$ 453,500.00
Construction Materials Testing	\$ 40,000.00
Inspection Services	\$ 80,000.00
Land Rights Acquisition (ROW or Esmts) (Approximately 3 acres)	UNKNOWN

**PROFESSIONAL DESIGN SERVICES SUBTOTAL:** \$ 573,500.00

**TOTAL (CONSTRUCTION + PROFESSIONAL SERVICES):** \$ 3,305,892.00



**OPTION B – ASPHALT SECTION**

(NO SCALE)



City of Lucas  
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022	Projected 2022-2023
<b>Unassigned Fund Balance per Audit Report</b>	<b>\$ 5,867,875</b>	<b>\$ 6,203,973</b>	<b>\$ 7,545,674</b>	<b>\$ 8,774,909</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 10,085,127</b>	<b>\$ 10,085,127</b>	<b>\$ 10,085,127</b>
Adjusted For:										
Projected Excess Fund Balance FY 21-22 (Revenue vs. Expense)									\$ 200,051	\$ 200,051
Projected Excess Fund Balance FY 22-23 (Revenue vs. Expense)									\$	1,422
Additional Restrictions:										
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)						
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -	\$ (41,349)	\$ (41,349)	\$ (41,349)
FY 20-21 FD bunker gear carry-over								\$ (5,000)	\$ (5,000)	\$ (5,000)
FY 20-21 Energov Software/Hardware carry-over								\$ (34,843)	\$ (34,843)	\$ (34,843)
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)	\$ (67,813)	\$ (67,813)
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)						
Reserve for Capital Outlay FY 21-22									\$ -	\$ -
CC 11-4-21 Reserves for Claremont Springs Drainage (FY 21-22)									\$ (192,025)	\$ (192,025)
CC 11-4-21 Reserves for Brookhaven Culvert (FY 21-22)									\$ (110,758)	\$ (110,758)
CC 12-16-21 Reserves for Water Master Plan (FY 21-22)									\$ (30,000)	\$ (30,000)
CC 1-20-22 Reserves for Records Management Scanning (FY 21-22)									\$ (26,607)	\$ (26,607)
CC 2-17-22 Reserves for Rimrock Detention Pond Design (FY 21-22)									\$ (23,280)	\$ (23,280)
CC 2-17-22 Reserves for Orchard Road Crossing Design (FY 21-22)									\$ (32,450)	\$ (32,450)
CC 4-21-22 Reserves for Pavement Management Projects (FY 21-22)									\$ (236,482)	\$ (236,482)
CC 8-4-22 Reserves for Farmstead Estates Phase Two (FY 21-22)									\$ (199,075)	\$ (199,075)
CC 9-15-22 Reserves for Orchard Rd Culvert (FY 21-22)										\$ (374,000)
CC 9-15-22 Reserves for Rimrock Detention (FY 21-22)										\$ (198,000)
CC 9-15-22 Reserves for Ambulance Purchase (FY 21-22)									\$ (500,000)	\$ (500,000)
<b>Reserve Balance Prior to GASB 54 Requirement</b>	<b>\$ 5,819,940</b>	<b>\$ 6,101,038</b>	<b>\$ 7,355,339</b>	<b>\$ 7,090,339</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 9,936,122</b>	<b>\$ 8,785,496</b>	<b>\$ 8,214,918</b>
<b>Reserve Balance in Operating Months</b>	<b>16.7</b>	<b>17.1</b>	<b>19.3</b>	<b>16.5</b>	<b>16.9</b>	<b>14.9</b>	<b>17.9</b>	<b>18.3</b>	<b>14.8</b>	<b>11.9</b>
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,559,425)	\$ (4,132,804)
<b>Reserve Balance After GASB 54 Requirement</b>	<b>\$ 3,730,133</b>	<b>\$ 3,957,148</b>	<b>\$ 5,068,669</b>	<b>\$ 4,506,804</b>	<b>\$ 4,756,086</b>	<b>\$ 4,433,005</b>	<b>\$ 5,663,424</b>	<b>\$ 6,690,534</b>	<b>\$ 5,226,071</b>	<b>\$ 4,082,114</b>
<b>Reserve Balance in Operating Months</b>	<b>10.7</b>	<b>11.1</b>	<b>13.3</b>	<b>10.5</b>	<b>10.9</b>	<b>8.9</b>	<b>11.9</b>	<b>12.3</b>	<b>8.8</b>	<b>5.9</b>
<b>Restricted during Fiscal Year Audit:</b>										
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 76,647	\$ 76,647
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 34,707	\$ 34,707
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ -	\$ -
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,486,853	\$ 1,486,853
Restricted Water Rescue (3105-32)								\$ 120,000		
Restricted FD Equipment (3105-34)								\$ 16,379		
Restricted Cares Funding (3105.40)							\$ 89,755			
Restricted Mass Mutual LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 279,043	\$ 279,043
Capital Outlay ( \$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000	\$ -
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -	\$ -
<b>Reserve Restricted per Audit Report</b>	<b>\$ 814,237</b>	<b>\$ 925,664</b>	<b>\$ 1,184,753</b>	<b>\$ 1,549,491</b>	<b>\$ 3,775,400</b>	<b>\$ 4,372,709</b>	<b>\$ 3,901,757</b>	<b>\$ 2,244,098</b>	<b>\$ 2,127,250</b>	<b>\$ 1,877,250</b>



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 06

Requester: City Manager Joni Clarke

#### **Agenda Item Request**

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Discuss establishing logo usage guidelines for the City of Lucas logo and provide direction to the City Manager.

#### **Background Information**

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The City of Lucas logo is the official trademark of the City. It represents the City's distinctive brand in municipal governance and public services. The City of Lucas logo is recognizable and a valuable asset in communicating with the public. The logo helps residents identify personnel, property, print materials, and other forms of communication originating from the City of Lucas.

The city logo is valid and protected under the State of Texas Trademark Registration. The City currently does not have any guidelines for city logo usage or a formal process to consider third-party requests to use the city logo for reproduction (e.g., website, publications, printed materials, products, and signage). Guidelines for city logo usage may help standardize requirements and govern limited use by third-party entities.

The City of Lucas has received a request from the Friends of Lucas-Fire Rescue to use the city logo on small barn quilts that are displayed on mailboxes. The Friends received an inquiry from a Lucas resident who would like to purchase these small barn quilts with the logo for their neighborhood.

The City Manager presented information regarding establishing guidelines on logo usage at the October 20, 2022 City Council meeting. After some discussion regarding how strict regulations should be, if there should be a fee for logo usage, if end-users should be regulated, who should be allowed to use the logo, etc., the Council opined they would review the policy and submit any proposed changes to the guidelines.

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

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1. City of Lucas Logo Usage Guidelines

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

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NA

#### **Recommendation**

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NA



# **City of Lucas**

## **City Council Agenda Request**

### **November 3, 2022**

Item No. 06

#### **Motion**

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There is motion required.





## City of Lucas Logo Usage Guidelines

### Purpose

The purpose of these guidelines is to protect the City of Lucas' ("City") property rights inherent in the City logo and ancillary logos by governing its limited use by third-party entities professionally and consistently. These guidelines are intended to standardize the application of the City's logo and ancillary logos, hereinafter referred to collectively as "logos," and to protect the City's logos from any unauthorized usage.

### Policy

The City's logo is the official trademark of the City of Lucas. It represents the City's distinctive localized success in municipal governance and public services. Pursuant to municipal law, City logos are exclusively used for official City business such as events, services, marketing, communications, etc.

The City's logo is protected under the State of Texas Trademark Registration #802567570. The registration is valid from January 2022 to 2027. With permission from the City of Lucas, there are limited circumstances under which non-City, third parties may be granted permission to use the City's logos on a case-by-case basis for reproduction. Any use that falls outside of these guidelines is expressly unauthorized.

The City of Lucas reserves the right to deviate from these guidelines in certain situations, as it deems necessary.

### Procedure

#### 1. Eligibility

To be eligible for consideration for use of the City of Lucas' logos, third-party entities must fill out the official request use application below, submit the completed application form, and be in compliance with the evaluation criteria listed in these guidelines.

Apart from government agencies and public institutions, inaugural or one-time programs and events primarily sponsored by third parties that are unfamiliar to the City or without a direct collaborative history with the City are ineligible to use City logos. These parameters help the City manage community expectations and protect the City's public image by building and assessing new relationships with third party entities over time. Permission to use the City logos is a privilege and requires direct, written City approval in every case.

## 2. Application

Organizations or individuals requesting permission to use City logos shall submit the required application form to the City Manager.

The submitted application shall be completed in its entirety and, at a minimum, include the following information: explanation of the proposed use of the City logos, how the City logos are proposed to appear, identification of project, and proposed scope of distribution.

## 3. Evaluation Criteria

The City shall consider (as appropriate) any of the following criteria to evaluate the merits of the third-party entity's application and the City's benefits of co-branding an event or program with the third-party entity:

- a) Demonstrated commitment to the City's core values and City's Comprehensive Plan;
- b) Impact on City core services, operations, assets, and facility resources;
- c) Financial viability;
- d) Media exposure value for key City messages;
- e) Economic impact;
- f) Protection of the City's best interests;
- g) Project timelines;
- h) Third party entity's experience, qualifications, and reputation;
- i) Communications strategy; and
- j) Other relevant criteria as determined by City staff.

## 4. License Agreement

Third party entities granted permission to use City logos for approved activities shall sign a separate license agreement accepting the City's terms and conditions.

Not-for-profit organizations recognized by the City, State of Texas and/or United States may be granted use of the City logos without a licensing fee.

For-profit corporations granted permission to use the City's logos in connection with merchandise for sale shall enter a license agreement and pay a license fee. The license fee will be established by the license agreement of the gross sales amount of the first sale of all items bearing the City logo unless otherwise waived. The for-profit corporation shall register the City of Lucas as the point of sale for said merchandise.

## 5. Guidelines

The City shall ensure the following guidelines are adhered to:

- a) Reproduction of City logos adherence with these guidelines;
- b) Submission of a pre-event copy of final artwork for approval by the City;

- c) City logos do not imply endorsement or sponsorship of any kind; and
- d) Enforcement of unaccepted uses of the City logos including, but not limited to:
  - i. Use that advocates or promotes the sale or use of tobacco, alcohol, controlled substances, firearms or weapons;
  - ii. Use that promotes pornography, obscenity, indecency, or other material offensive to prevailing community standards or persons of ordinary sensibilities;
  - iii. Use that promotes adult-oriented businesses;
  - iv. Use that promotes religious messages or advocates or promotes religious beliefs;
  - v. Use to promote, or support, or in opposition to any political candidate or ballot measure;
  - vi. Use to promote or support political messages not endorsed by the City; and
  - vii. Use that in any way denigrates the City, or its operation, or its officers, agents, or employees.

Improper use of City logos may result in termination of an entity's license agreement and prohibition of future use of City logos.

### Request for Non-City Use of City of Lucas Logo

Date: \_\_\_\_\_

Requesting entity: \_\_\_\_\_

Individual contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purpose for requesting use of City of Lucas' logo:

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Length of time logo will be used/displayed/published/etc.:

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Will use be recurring, and if so, how many times:

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Will elements of the logo be used separately (i.e. using only the "column" graphic or the name "Lucas", and if so which element(s) and in what way:

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Completed applications and/or any questions should be directed to the City Manager at the City of Lucas.



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 07

Requestor: Mayor Jim Olk

#### **Agenda Item Request**

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Executive Session: The City Council will convene into executive session pursuant to Texas Government Code 551.071(2) to consult with the City Attorney regarding the North Texas Municipal Water District Potable Water Supply Contract.

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

#### **Background Information**

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NA

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

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### November 3, 2022

Item No. 08

Requestor: Mayor Jim Olk

#### **Agenda Item Request**

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

#### **Background Information**

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NA

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

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA