



# AGENDA

**City of Lucas**  
**City Council Meeting**  
**June 1, 2017**  
**7:00 PM**  
**City Hall – Council Chambers**  
**665 Country Club Road – Lucas, Texas**

Notice is hereby given that a City of Lucas meeting of the City Council will be held on Thursday, June 1, 2017 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

## Call to Order

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

## Citizen Input

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

### 1. Citizen Input (Mayor Jim Olk)

## Community Interest

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

### 2. Community Interest. (Mayor Jim Olk)

- A. Discuss pending legislation that is being considered by the 85<sup>th</sup> Legislature and provide guidance to City Staff and City Attorney.

### **Consent Agenda**

All items listed under the consent agenda are considered routine and are recommend 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. Approval of the minutes of the May 18, 2017 City Council meeting. **(City Secretary Stacy Henderson)**

### **Regular Agenda**

4. Consider the appointment of Mayor Pro Tem to serve for a one year period beginning June 1, 2017 and ending May 31, 2018. **(Mayor Jim Olk)**
5. Discuss the City of Lucas participating in the Estate Life Lucas Magazine and possible content to be included should participation take place. **(City Secretary Stacy Henderson)**
6. Discuss the Capex Consulting Group Water and Wastewater Rate Study and Five Year Financial Plan and set date for the public hearing. **(Jeff Snowden, Capex Consulting Group)**
7. Consider Ordinance 2017-06-00854 providing for annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3. **(Development Services Director Joe Hilbourn)**
8. Consider annexation of all remaining lots located outside the city limits of Lucas in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions. **(Development Services Director Joe Hilbourn)**
9. Consider authorizing the City Manager to enter into a construction contract with Reynolds Asphalt Construction for the West Lucas Road Widening and Overlay Project (Bid 009-17) to reconstruct and repair the roadway pavement from Country Club Road to Angel Parkway in an amount not to exceed \$1,172,779.50 from account 21-8210-302 plus a 25% contingency of \$293,195.00 from account 11-8209-301. **(Public Works Director/City Engineer Stanton Foerster)**
10. Consider giving direction to the City Manager 1) to reserve funds for Orr Road and White Rock Trail projects; 2) to make repairs to various roadways; and 3) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017. **(Public Works Director/City Engineer Stanton Foerster)**
11. Consider adopting Ordinance 2017-06-00855 amending Chapter 5, Fire Prevention and Protection of the City's Code of Ordinances by approving the liquified petroleum gas safety rules that have been adopted by the Texas Railroad Commission. **(City Attorney Joe Gorfida)**

12. Consider authorizing the City Manager to amend, per Article XVIII 18.5 of the existing Rise Broadband Communications Facilities License Agreement to add and remove specific pieces of equipment from the Agreement based on a fix fee of \$100 per piece of equipment as needed and discuss renewal of the upcoming Communications Facilities License Agreement in June 2017. **(Public Works Director/City Engineer Stanton Foerster)**
13. Consider the provision of law enforcement services for the City of Lucas and provide guidance to staff. **(Mayor Jim Olk, City Manager Joni Clarke)**

<b>Executive Session</b>
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14. The City Council will convene into executive session pursuant to Section 551.072 to deliberate the lease of real property located within the City of Lucas and pursuant to Section 551.087(2) to deliberate the offer of a financial incentive with Sana Properties. **(Mayor Jim Olk)**
15. Reconvene into open session and take any action necessary as a result of the Executive Session.
16. Adjournment.

<b>Certification</b>
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*I 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 May 26, 2017.*

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*Stacy Henderson, City Secretary*

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



# City of Lucas City Council Agenda Request June 1, 2017

Item No. 01

Requester: Mayor Jim Olk

**Agenda Item:**

Citizens' Input

**Background Information:**

NA

**Attachments/Supporting Documentation:**

NA

**Budget/Financial Impact:**

NA

**Recommendation:**

NA

**Motion:**

NA



# City of Lucas Council Agenda Request June 1, 2017

Requester: Mayor Jim Olk

## **Agenda Item:**

Items of Community Interest:

2. Discuss pending legislation that is being considered by the 85th Legislature and provide guidance to City Staff and City Attorney.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request June 1, 2017

Item No. 03

Requester: City Secretary Stacy Henderson

## **Consent Agenda Items:**

3. Approval of the minutes of the May 18, 2017 City Council meeting.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

1. Minutes of the May 18, 2017 City Council meeting

## **Budget/Financial Impact:**

NA

## **Recommendation:**

City Staff recommends approval of the Consent Agenda.

## **Motion:**

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



**City of Lucas  
City Council Meeting  
May 18, 2017  
7:00 P.M.**

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

**Call to Order**

Councilmember Fisher called the meeting to order at 7:01 p.m.

**City Councilmembers Present:**

Councilmember Wayne Millsap  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Philip Lawrence  
Councilmember Debbie Fisher

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Fire Chief Ted Stephens

**City Councilmembers Absent:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele

Councilmember Fisher determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

**1. Citizen Input.**

There was no citizen input for this meeting.

**Community Interest**

**2. Community Interest.**

- A. Presentation of a Proclamation for Emergency Medical Services Week in the City of Lucas.

Councilmember Fisher thanked members of Lucas Fire-Rescue for the efforts and service to the community and presented a Proclamation to Chief Ted Stephens and Fire-Rescue personnel for Emergency Medical Services Week in the City of Lucas.

- B. Discuss pending legislation that is being considered by the 85<sup>th</sup> Legislature and provide guidance to City Staff and City Attorney.

The Council noted that the legislature was still in session and encouraged citizens to speak with their representatives regarding any concerns they may have.

Councilmember Fisher announced that the Blondy Jhune bridges would be opening on May 26, 2017.

### Consent Agenda

3. **Approval of the minutes of the May 4, 2017 City Council meeting.**
4. **Approval of the City of Lucas Investment Report for quarter ending March 31, 2017.**
5. **Consider authorizing a Cooperative Purchasing Interlocal Agreement between the City of Lucas and Ellis County, Texas.**
6. **Consider authorizing a Cooperative Purchasing Interlocal Agreement between the City of Lucas and the City of Rowlett, Texas.**

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve the Consent Agenda as presented. The motion passed unanimously by a 5 to 0 vote.*

### Public Hearing

7. **Hold a public hearing to consider the annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3.**

Development Services Director Joe Hilbourn gave a presentation noting that this was the second required public hearing of the annexation process. Mr. Hilbourn explained that the developer for Stinson Highlands Phase 3 had voluntarily requested annexation of this property and that there was an approved development agreement, preliminary and final plat, and approved construction plans. Mr. Hilbourn noted that the request meets the requirements for annexation.

Councilmember Fisher opened the public hearing at 7:13 pm, there being no one wishing to speak, the public hearing was closed.

There was no action taken on this item, it was for discussion purposes only.

### Regular Agenda

8. **Administer the Statement of Officer, Oath of Office and Certificate of Election to incoming candidates, Councilmember Wayne Millsap, Seat 1 and Councilmember Tim Baney, Seat 2.**



City Secretary Stacy Henderson administered the Statement of Officer, Oath of Office, and Certificate of Election to incoming Councilmembers Wayne Millsap, City Council Seat 1 and Tim Baney, City Council Seat 2 that won their seat during the May 6, 2017 General Election.

**9. Consideration and approval of Resolution R-2017-05-00462 by the City Council of the City of Lucas, Texas authorizing and approving publication of Notice of Intention to issue Certificates of Obligation; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date.**

Mark McLiney with Samco Financial gave a presentation discussing the City's desire to obtain Certificates of Obligation in an amount not exceed \$9 million for public improvements. Six million would be dedicated towards roadway improvements, and \$3 million dedicated towards utility system improvements. Mr. McLiney discussed preliminary taxable values with an approximate growth rate proposed of 10 percent for 2018. Mr. McLiney stated that a \$0.03 to \$0.04 cent tax increase would be needed to cover the debt obligation.

Councilmember Millsap explained that on an assessed value of \$549,000, a \$0.01 cent tax rate was equivalent to \$55 for the average homeowner. If a \$0.03 cent tax increase occurred, taxes would be raised by an average of \$165 annually.

**MOTION:** *A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve Resolution R 2017-05-00462 authorizing and approving publication of Notice of Intention to issue Certificates of Obligation in an amount not to exceed \$9,000,000; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date. The motion passed by a 4 to 1 vote, with Councilmember Fisher voting in opposition.*

**10. Consider authorizing the City Manager to enter into a construction contract with BSK Infrastructure for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$244,796.00 plus a contingency of \$36,879.**

Public Works Director/City Engineer Stanton Foerster gave a presentation stating that in January 2017, TLC Pipeline was awarded the Parker Road 12-inch water line construction project taking place between Stinson Road and Toole Drive. In April 2017, City staff was notified that TLC Pipeline was no longer in business and a new negotiated contract was obtained with BSK Infrastructure. Mr. Foerster stated that for all large projects, the City requires performance bonds and the bond for TLC pipeline was held by Insurors Indemnity Company. The new contract amount with BSK Infrastructure to complete the project would be \$244,796. A total of \$221,274 was allocated for this project. Insurors Indemnity Company will pay the difference of \$60,401 to cover the remaining costs associated with the new contract.

**MOTION:** *A motion was made by Councilmember Millsap, seconded by Councilmember Duke to authorize the City Manager to enter into a contract with BSK Infrastructure for the construction of the Parker Road 12-inch waterline project in the amount not to exceed \$244,796 plus a contingency in the amount of \$36,879; and to amend the FY 16-17 general fund budget appropriating \$60,401 to expense account 21-8210-490-120 and increasing revenue by \$60,401 in account 21-4914 for insurance proceeds. The motion passed unanimously by a 5 to 0 vote.*

**Executive Session**

**11. Executive Session.**

An Executive Session was not held by the City Council during this meeting.

**12. Adjournment.**

**MOTION:** *A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to adjourn the meeting at 7:31 pm. The motion passed unanimously by a 5 to 0 vote.*

APPROVED:

ATTEST:

\_\_\_\_\_  
Debbie Fisher, Councilmember

\_\_\_\_\_  
Stacy Henderson, City Secretary



# City of Lucas Council Agenda Request June 1, 2017

Item No. 04

Requester: Mayor Jim Olk

## **Agenda Item:**

Consider the appointment of Mayor Pro Tem to serve for a one year period beginning June 1, 2017 and ending May 31, 2018.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

N/A

## **Recommendation:**

NA

## **Motion:**



# City of Lucas Council Agenda Request June 1, 2017

Item No. 05

Requester: City Secretary Stacy Henderson

## **Agenda Item:**

Discuss the City of Lucas participating in the Estate Life Lucas Magazine and possible content to be included should participation take place.

## **Background Information:**

The City was contacted by the editor of Estate Life Magazine who currently publishes “Estate Life Fairview” to inform the City that they soon would be publishing a magazine for “Estate Life Lucas” to be coming out in August/September of this year. This is a monthly magazine that focuses on the community and people of its community. The editor extended an opportunity to the City to expand on our existing newsletter and include articles of interest in their magazine.

There is no charge for the inclusion of articles and any article content submitted by the City would not be edited by the magazine; however, design associated with the article would be chosen by the magazine to blend with their current layout.

Hard copies of Estate Life will be distributed separately before the meeting, and a draft mock-up of the cover of Estate Life Lucas has been included as part of the packet. Staff is looking for direction regarding participation in Estate Life Lucas.

## **Attachments/Supporting Documentation:**

1. Copies of Estate Life distributed under separate attachment
2. Mockup of Estate Life Lucas

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request June 1, 2017

Requester: Jeff Snowden – Capex Consulting Group

## **Agenda Item:**

Discuss the Capex Consulting Group Water and Wastewater Rate Study and Five Year Financial Plan and set date for the public hearing.

## **Background Information:**

Staff contracted with Capex Consulting Group to complete an updated water and wastewater rate study for Fiscal Year 2017-2018 and for a forecast period of five years. The purpose of this study will be to design and implement a rate plan that will enable the water fund to meet operating and capital expenditure requirements for a five year period beginning in Fiscal Year 2017-2018. This study will also include the 2017 debt issuance to fund needed system capital improvements. The rate assigned to each customer class must be just and reasonable and must reflect national and industry standards for utility ratemaking. Preliminary results were presented at the April 20, 2017 City Council meeting and staff was given the following direction:

- Increase the residential water rate structure by five percent.
- Increase the commercial water and wastewater rate structure by ten percent.
- Maintain the current rate structure of 1.5 minimum usage for out of city customers.

Section 10.03, Regulation of Rates in the City of Lucas Home Rule Charter, calls for a public hearing for consideration of any change to rates. The following dates are listed below for needed time requirements:

- |  |               |
|--|---------------|
| • Water and Wastewater Rate Study and Five Year Financial Plan | June 1, 2017  |
| • Place newspaper ad in Allen American                         | June 8, 2017  |
| • Hold public hearing for adjusting Water and Wastewater Rates | June 15, 2017 |
| • Adopt Ordinance for Water and Wastewater Rates               | July 6, 2017  |

## **Attachments/Supporting Documentation:**

1. Water and Wastewater Rate Study and Five Year Financial Plan
2. Water and Wastewater Rate Tables

## **Budget/Financial Impact:**

Varies according to usage



# City of Lucas Council Agenda Request June 1, 2017

## **Recommendation:**

Staff recommends approval of the Water and Wastewater Rate Study and Five Year Financial Plan.

## **Motion:**

I make a motion to approve the results of the Water and Wastewater Rate Study and Five Year Financial Plan and schedule the public hearing for June 15, 2017.

# City of Lucas, Texas

## Water and Wastewater Rate Study and Five Year Financial Plan

Presented

June 1, 2017

Capex Consulting Group

Email: [jsnowden@capexconsulting.com](mailto:jsnowden@capexconsulting.com)

Web site: [www.capexconsulting.com](http://www.capexconsulting.com)



# Water and Wastewater Rate Study Objectives

- **Review operating history, debt obligations, and prepare forecasts**
  - Review billing system data and confirm implementation of previous rate recommendations and customer classes
  - Evaluate existing and proposed debt
- **Evaluate current rate structure**
  - Does each customer class contribute an equitable share of revenue based on demand?
  - Are revenues generated at appropriate levels of consumption for each customer class
  - Do rates generate revenue sufficient to pay current and forecast operating and capital costs?
- **Develop and assist with implementation of an improved rate structure**
  - Eliminate cross customer-class subsidies
  - Reduce revenue declines related to weather events
  - Compare current & recommended rates to relevant peer group
  - Provide multi-year rate phase-in
  - Generate revenue sufficient to fund operating and capital costs in a variety of consumption scenarios



# Wholesale and Retail Water Flows

<b>CITY OF LUCAS, TEXAS</b>					
<b>WATER &amp; WASTEWATER SYSTEM FLOWS</b>					
	NTMWD Treated Water Deliveries - MG	Metered Water Consumption - MG	Percent of Treated Water Sold	Influent to WWTP(s) - MG	Percent of Metered Water Discharged to WWTP(s)
FY 2010-11	530.4	442.5	83%		
FY 2011-12	556.4	457.9	82%		
FY 2012-13	543.6	441.2	81%		
FY 2013-14	513.6	419.2	82%	6.0	1%
FY 2014-15	409.9	329.9	80%	9.8	3%
FY 2015-16	559.1	486.9	87%	14.0	3%
<b>AVERAGE</b>	<b>518.8</b>	<b>429.6</b>	<b>83%</b>	<b>9.9</b>	<b>2%</b>
<b>AVG. ANNUAL GROWTH RATE</b>	<b>1.1%</b>	<b>1.9%</b>		<b>53.0%</b>	

# History of Account Growth

TABLE II-1										
CITY OF LUCAS, TEXAS										
Accounts by Customer Class										
	ANNUAL AVERAGE								Average Annual Growth Rate 2004-2016	Average No. of New Accts per Annum
	FY 2003-04	FY 2004-05	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16		
<b>WATER</b>										
Residential Inside	1,190	1,237	1,606	1,674	1,825	1,917	1,983	2,074	4.7%	74
Residential Outside	61	62	144	178	175	179	183	183	9.6%	10
Residential Inside - Senior	192	192	160	152	24	0	0	0		
Residential Outside - Senior	21	20	19	17	3	0	0	0		
Firefighter - Inside	0	0	9	12	12	10	8	3		
Firefighter - Outside	0	0	0	1	0	0	0	0		
Commercial Inside	0	0	0	0	45	64	72	76		6
Commercial Outside	0	0	0	0	2	7	3	4		0
<b>Total Water</b>	<b>1,464</b>	<b>1,512</b>	<b>1,946</b>	<b>2,047</b>	<b>2,090</b>	<b>2,180</b>	<b>2,249</b>	<b>2,340</b>	<b>4.0%</b>	<b>73</b>
<b>Annual Rate of Increase</b>		<b>3.2%</b>	<b>3.7%</b>	<b>5.2%</b>	<b>2.1%</b>	<b>4.3%</b>	<b>3.2%</b>	<b>4.0%</b>		
<b>WASTEWATER</b>										
Commercial Inside	0	0	0	0	5	11	13	16		1
<b>Total Wastewater</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>11</b>	<b>13</b>	<b>16</b>		<b>2</b>
<b>Annual Rate of Increase</b>							<b>18.9%</b>	<b>22.9%</b>		
<b>SYSTEM TOTAL</b>	<b>1,464</b>	<b>1,512</b>	<b>1,946</b>	<b>2,047</b>	<b>2,095</b>	<b>2,191</b>	<b>2,262</b>	<b>2,356</b>	<b>4.0%</b>	<b>74</b>
<b>Annual Rate of Increase</b>		<b>3.2%</b>	<b>3.7%</b>	<b>5.2%</b>	<b>2.4%</b>	<b>4.5%</b>	<b>3.3%</b>	<b>4.1%</b>		

# Revenue and Expense History

CITY OF LUCAS, TEXAS								
UTILITY COST OF SERVICE AND RATE DESIGN STUDY								
SUMMARY OF REVENUES & EXPENDITURES								
	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Adj. Budget	AVG. ANNUAL GROWTH 2012-2017	
<b>OPERATING REVENUE</b>								
WATER SALES	\$2,333,858	\$2,683,671	\$2,401,874	\$2,880,827	\$2,967,668	\$3,180,121	6.38%	
TOTAL OTHER CHARGES FOR SERVICES	\$213,459	\$290,787	\$253,875	\$304,650	\$283,881	\$331,000	9.17%	
TOTAL NON OPERATING REVENUE	\$56,181	\$36,466	\$56,396	\$280,096	\$37,480	\$217,336	31.07%	
<b>Total Operating Revenues</b>	<b>\$2,603,498</b>	<b>\$3,010,924</b>	<b>\$2,712,145</b>	<b>\$3,465,573</b>	<b>\$3,289,029</b>	<b>\$3,728,457</b>	<b>7.45%</b>	
<b>OPERATING EXPENSES</b>								
PERSONNEL SERVICES	\$365,997	\$409,175	\$387,398	\$550,364	\$594,046	\$555,753	9%	
MATERIALS & SUPPLIES	\$18,635	\$16,190	\$20,171	\$23,138	\$22,574	\$47,170	20%	
MAINTENANCE & REPAIR	\$43,036	\$39,344	\$41,597	\$93,186	\$104,703	\$334,980	51%	
PURCHASED SERVICES	\$1,155,411	\$1,292,407	\$1,400,139	\$1,551,273	\$1,674,804	\$1,896,336	10%	
GENERAL & ADMINISTRATIVE SERVICES	\$166,609	\$189,251	\$178,765	\$200,166	\$201,190	\$211,634	5%	
NON CAPITAL OUTLAY	\$0	\$0	\$1,016	\$6,306	\$660	\$0		
PUBLIC WORKS ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$181,547		
<b>Total Operating Expenditures</b>	<b>\$1,749,688</b>	<b>\$1,946,367</b>	<b>\$2,029,086</b>	<b>\$2,424,433</b>	<b>\$2,597,977</b>	<b>\$3,227,420</b>	<b>13.03%</b>	
<b>Operating Income (Loss)</b>	<b>\$853,810</b>	<b>\$1,064,558</b>	<b>\$683,059</b>	<b>\$1,041,140</b>	<b>\$691,052</b>	<b>\$501,037</b>	<b>-10.11%</b>	

# Current & Proposed Water and Wastewater Debt

CITY OF LUCAS, TEXAS						
SUMMARY OF ALL WATER & WW DEBT						
ISSUE		Original Amount Issued	Range of Interest Rates	Bal. End of FY 2016	% Allocated to Water	% Allocated To WW
Certificates of Obligation, Series 2007		\$0	4.3%	\$1,350,000	100%	0%
General Obligation Refunding Bonds, Series 2007		\$0	3.8%	\$695,000	100%	0%
Certificates of Obligation, Series 2011		\$0	4.0%	\$1,870,000	100%	0%
Certificates of Obligation, Series 2017		\$3,000,000	4.0%	\$0	100%	0%
<b>TOTAL</b>		<b>\$3,000,000</b>		<b>\$3,915,000</b>	<b>\$3,915,000</b>	<b>\$0</b>
FYE	Begin Period Debt	Plus Additions	Principal	Interest	Total Debt Service	Ending Principal
2017	\$3,915,000	\$0	\$375,000	\$144,367	<b>\$519,367</b>	\$3,540,000
2018	\$3,540,000	\$3,000,000	\$315,000	\$259,948	<b>\$574,948</b>	\$6,225,000
2019	\$6,225,000	\$0	\$430,000	\$234,169	<b>\$664,169</b>	\$5,795,000
2020	\$5,795,000	\$0	\$445,000	\$217,656	<b>\$662,656</b>	\$5,350,000
2021	\$5,350,000	\$0	\$460,000	\$200,603	<b>\$660,603</b>	\$4,890,000
2022	\$4,890,000	\$0	\$460,000	\$183,268	<b>\$643,268</b>	\$4,430,000
2023	\$4,430,000	\$0	\$360,000	\$167,519	<b>\$527,519</b>	\$4,070,000
2028	\$2,510,000	\$0	\$295,000	\$90,900	<b>\$385,900</b>	\$2,215,000
2032	\$1,255,000	\$0	\$175,000	\$43,100	<b>\$218,100</b>	\$1,080,000
2037	\$305,000	\$0	\$215,000	\$4,300	<b>\$219,300</b>	\$90,000
2038	\$90,000	\$0	\$90,000	\$3,600	<b>\$93,600</b>	\$0

# Pro Forma Cash Flow under Current Rates – Avg. Consumption

TABLE ES-6

CITY OF LUCAS, TEXAS

## CASH FLOW SUMMARY-WATER & WW

	FYE						
	2016	2017	2018	2019	2020	2021	2022
Rate Revenues	\$3,379,260	\$3,138,249	\$3,175,430	\$3,212,240	\$3,249,711	\$3,292,251	\$3,335,347
Non-Rate Revenues	\$550,170	\$330,250	\$306,358	\$315,548	\$325,015	\$334,765	\$344,808
<b>TOTAL REVENUES</b>	<b>\$3,929,430</b>	<b>\$3,468,499</b>	<b>\$3,481,788</b>	<b>\$3,527,788</b>	<b>\$3,574,726</b>	<b>\$3,627,016</b>	<b>\$3,680,155</b>
<b>TOTAL EXPENSES</b>	<b>\$2,712,900</b>	<b>\$2,833,551</b>	<b>\$2,982,373</b>	<b>\$3,137,912</b>	<b>\$3,368,288</b>	<b>\$3,572,753</b>	<b>\$3,742,121</b>
Net Rev. Avail. For Debt Svc.	\$1,216,530	\$634,948	\$499,415	\$389,876	\$206,438	\$54,263	-\$61,965
<b>DS- GEN. OBLIGATION</b>							
Existing Tax Supported P&I	\$522,516	\$519,367	\$446,748	\$444,869	\$442,656	\$440,103	\$422,468
Proposed Tax Supported P&I	\$0	\$0	\$128,200	\$219,300	\$220,000	\$220,500	\$220,800
<b>TOTAL ALL DEBT SERVICE</b>	<b>\$522,516</b>	<b>\$519,367</b>	<b>\$574,948</b>	<b>\$664,169</b>	<b>\$662,656</b>	<b>\$660,603</b>	<b>\$643,268</b>
Coverage Ratio on All Debt	2.33	1.22	0.87	0.59	0.31	0.08	-0.10
<b>CASH FOR CAPITAL OUTLAYS</b>	<b>\$694,014</b>	<b>\$115,580</b>	<b>(\$75,532)</b>	<b>(\$274,292)</b>	<b>(\$456,218)</b>	<b>(\$606,340)</b>	<b>(\$705,233)</b>
<b>Total Capital Outlays</b>	<b>\$49,000</b>	<b>\$8,500</b>	<b>\$125,000</b>	<b>\$135,000</b>	<b>\$145,000</b>	<b>\$155,000</b>	<b>\$165,000</b>
<b>FY END BALANCE</b>	<b>\$645,014</b>	<b>\$107,080</b>	<b>(\$200,532)</b>	<b>(\$409,292)</b>	<b>(\$601,218)</b>	<b>(\$761,340)</b>	<b>(\$870,233)</b>

# Water Revenue: Distribution of Metered Water Consumption and Billed Revenue by Customer Class

**CITY OF LUCAS, TEXAS**

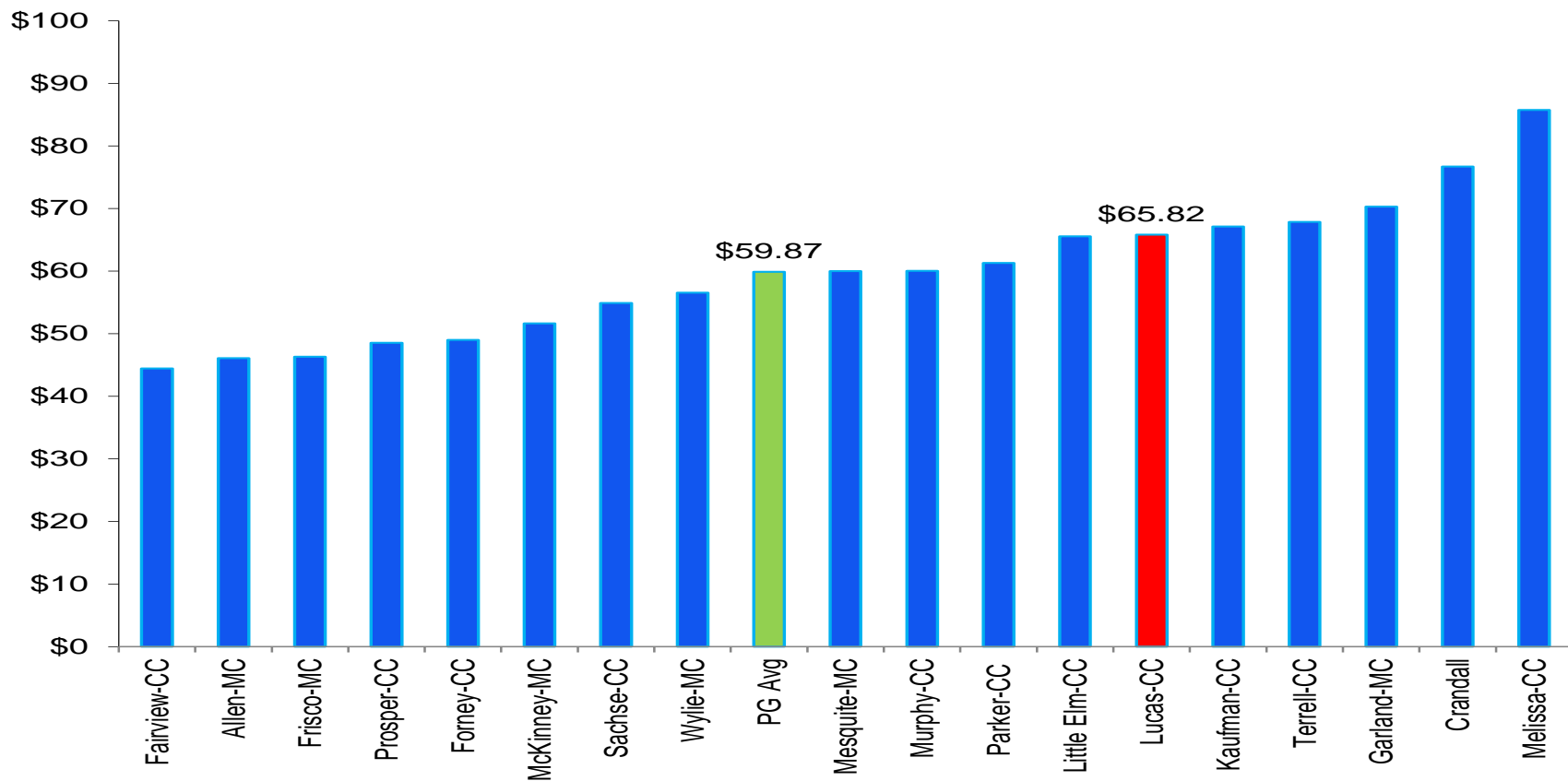
## REVENUE TO DEMAND COMPARISON BY CUSTOMER CLASS

**WATER**

Customer Class	FY 2015-16 Billed Revenue	FY 2015-16 Water Volume	% Billed Revenue to Total	% Billed Usage to Total
Residential Inside	\$2,810,045	430,115,900	84.1%	88.4%
Residential Outside	\$305,832	29,008,800	9.1%	6.0%
Commercial Inside	\$223,548	26,895,000	6.7%	5.5%
Commercial Outside	\$4,210	561,200	0.1%	0.1%
<b>Total</b>	<b>\$3,342,681</b>	<b>486,580,900</b>	<b>100.0%</b>	<b>100.0%</b>

# Residential Peer Group Comparison – Current Water Rates

## Current Residential Water Bill @ 10,000 Gallons



Note: MC = Member City, CC = Customer City

# Cost Impact of Proposed Water Rates: Residential

CITY OF LUCAS, TEXAS

PROPOSED WATER RATES:

Residential Inside

NO. ACCOUNTS

2,074

AVERAGE CONSUMPTION

16,028

METER SIZE ASSUMPTION FOR CALC

5/8" Meter

	Current	12/01/17	12/01/18	12/01/19	12/01/20	12/01/21	Avg Annual Increase
Impact on Monthly Bill	\$ Incr.	\$ Incr.	\$ Incr.	\$ Incr.	\$ Incr.	\$ Incr.	
Usage 5,000	\$37.91	\$39.15	\$40.44	\$41.79	\$43.19	\$44.66	3.3%
<b>Cost Increase</b>		<b>\$1.24</b>	<b>\$1.29</b>	<b>\$1.35</b>	<b>\$1.41</b>	<b>\$1.47</b>	<b>\$1.33</b>
Usage 10,000	\$65.82	\$68.68	\$71.68	\$74.84	\$78.16	\$81.66	4.4%
<b>Cost Increase</b>		<b>\$2.86</b>	<b>\$3.00</b>	<b>\$3.16</b>	<b>\$3.32</b>	<b>\$3.50</b>	<b>\$3.03</b>
Usage 20,000	\$124.28	\$130.53	\$137.12	\$144.07	\$151.41	\$159.16	5.1%
<b>Cost Increase</b>		<b>\$6.25</b>	<b>\$6.59</b>	<b>\$6.95</b>	<b>\$7.34</b>	<b>\$7.74</b>	<b>\$6.59</b>
Usage 50,000	\$304.94	\$321.67	\$339.35	\$358.03	\$377.78	\$398.65	5.5%
<b>Cost Increase</b>		<b>\$16.73</b>	<b>\$17.68</b>	<b>\$18.68</b>	<b>\$19.75</b>	<b>\$20.87</b>	<b>\$17.59</b>
Usage 100,000	\$633.13	\$668.89	\$706.70	\$746.69	\$788.98	\$833.71	5.7%
<b>Cost Increase</b>		<b>\$35.76</b>	<b>\$37.82</b>	<b>\$39.99</b>	<b>\$42.29</b>	<b>\$44.72</b>	<b>\$37.58</b>

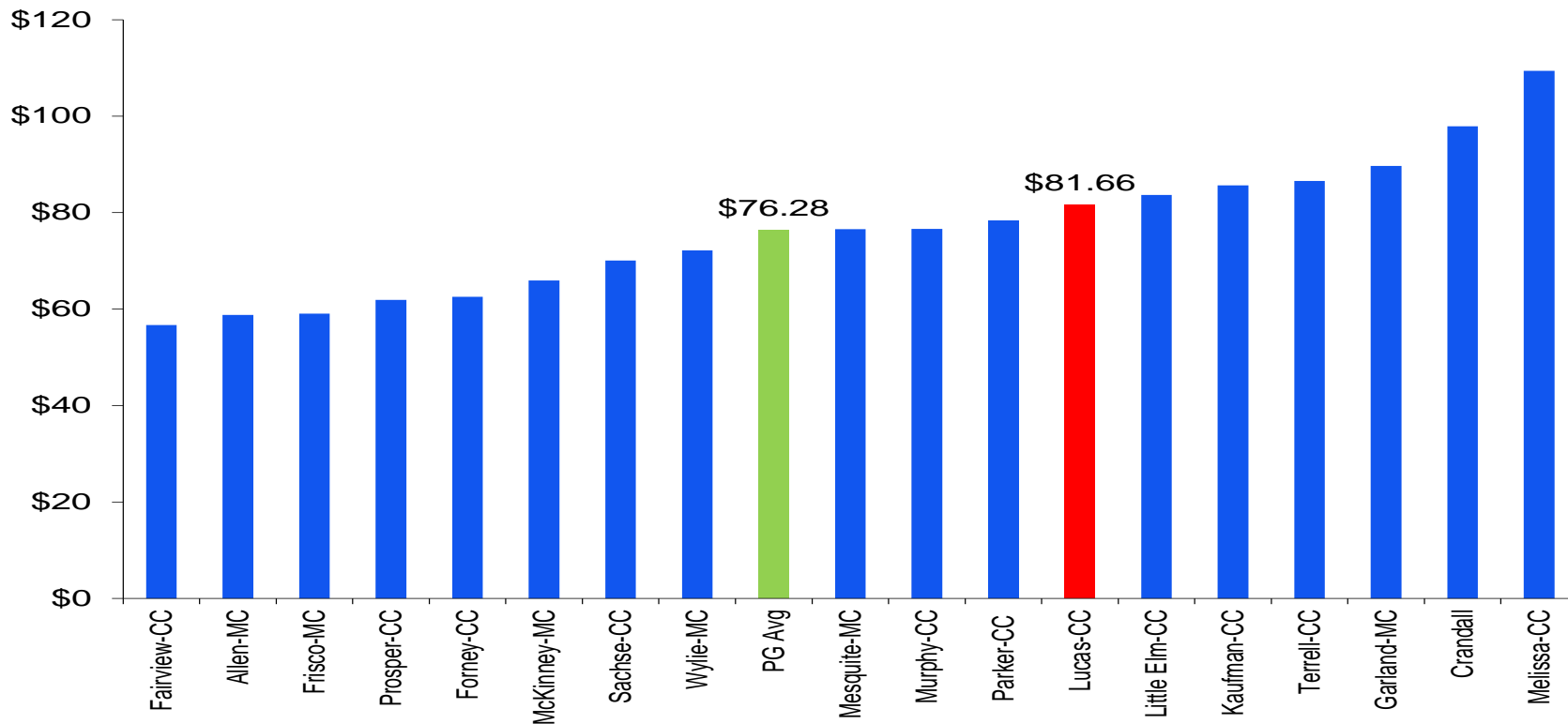
Note: 5/8" meter used for comparison purposes in order to be consistent with peer group Cities reporting to TML





# Forecast Res. Peer Group Comparison after Water Rate Increases – 5% Annual PG Escalator Assumed

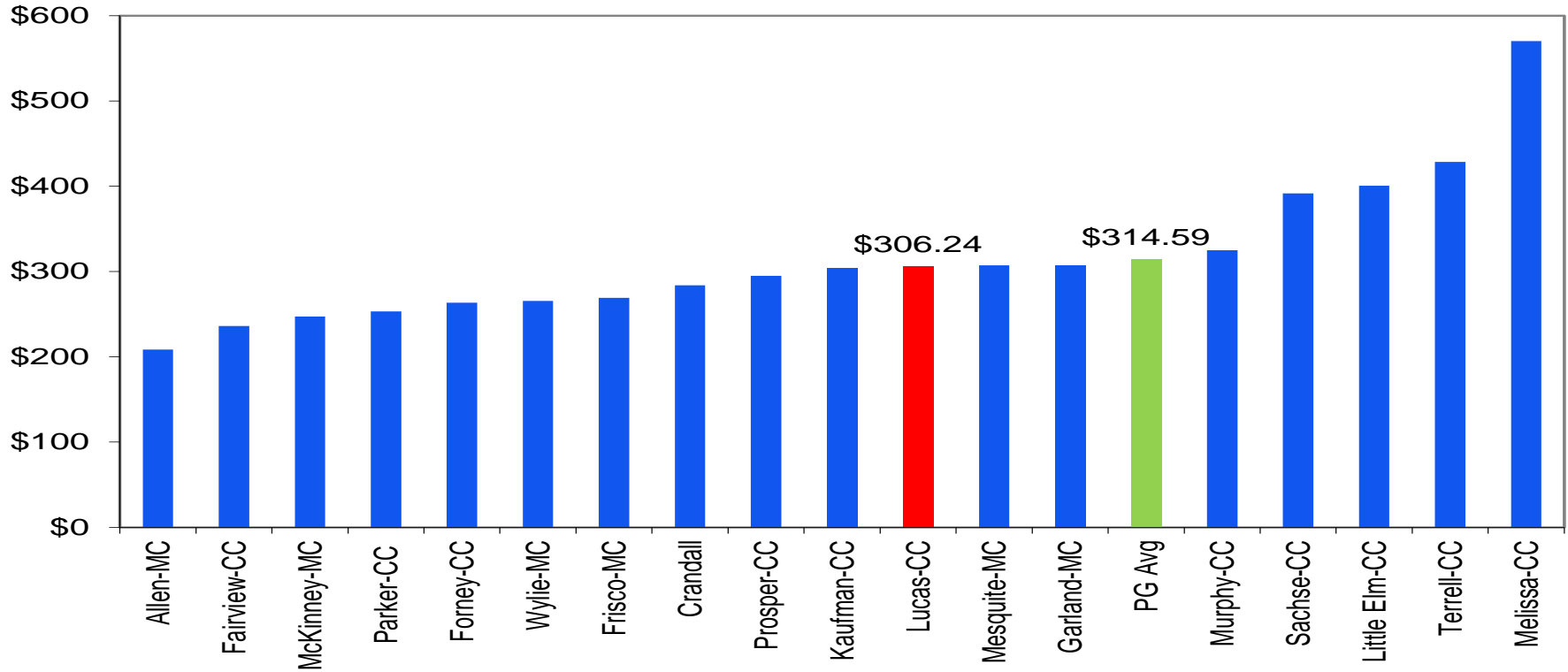
## Five Year Forecast Residential Water Rates @ 10,000 Gallons



Note: MC = Member City, CC = Customer City

# Commercial Peer Group Comparison – Current Water Rates

## Current Commercial Water Bill @ 50,000 Gallons



Note: MC = Member City, CC = Customer City

# Cost of Proposed Water Rates: Commercial

TABLE III-6

CITY OF LUCAS, TEXAS

PROPOSED WATER RATES:

Commercial Inside

NO. ACCOUNTS

76

AVERAGE CONSUMPTION

24,521

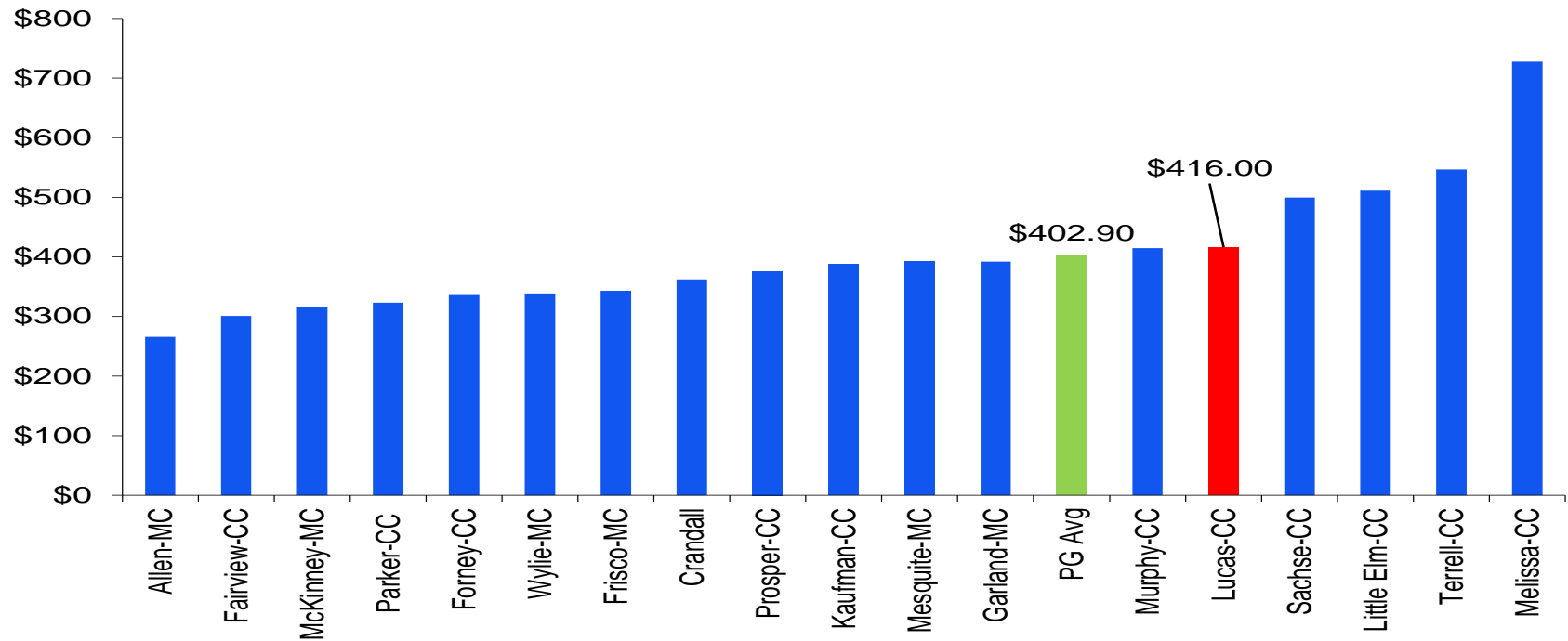
METER SIZE ASSUMPTION FOR CALC

Weighted Average

	Current	12/01/17	12/01/18	12/01/19	12/01/20	12/01/21	Avg Annual Increase
<b>Impact on Monthly Bill</b>	<b>\$ Incr.</b>	<b>\$ Incr.</b>	<b>\$ Incr.</b>	<b>\$ Incr.</b>	<b>\$ Incr.</b>	<b>\$ Incr.</b>	
Usage 16,000	\$103.25	\$108.61	\$114.33	\$120.45	\$126.97	\$133.94	5.3%
<b>Cost Increase</b>	<b>\$3.65</b>	<b>\$5.36</b>	<b>\$5.72</b>	<b>\$6.11</b>	<b>\$6.53</b>	<b>\$6.97</b>	<b>\$6.14</b>
Usage 25,000	\$155.62	\$164.54	\$174.07	\$184.24	\$195.10	\$206.70	5.8%
<b>Cost Increase</b>	<b>\$5.18</b>	<b>\$8.92</b>	<b>\$9.53</b>	<b>\$10.17</b>	<b>\$10.86</b>	<b>\$11.60</b>	<b>\$10.22</b>
Usage 50,000	\$306.24	\$325.41	\$345.88	\$367.73	\$391.07	\$416.00	6.3%
<b>Cost Increase</b>	<b>\$9.56</b>	<b>\$19.17</b>	<b>\$20.47</b>	<b>\$21.86</b>	<b>\$23.34</b>	<b>\$24.93</b>	<b>\$21.95</b>
Usage 200,000	\$1,253.35	\$1,336.92	\$1,426.16	\$1,521.48	\$1,623.28	\$1,731.99	6.7%
<b>Cost Increase</b>	<b>\$37.15</b>	<b>\$83.57</b>	<b>\$89.25</b>	<b>\$95.32</b>	<b>\$101.80</b>	<b>\$108.72</b>	<b>\$95.73</b>

# Forecast Comm. Peer Group Comparison after Water Rate Increases – 5% Annual PG Escalator Assumed

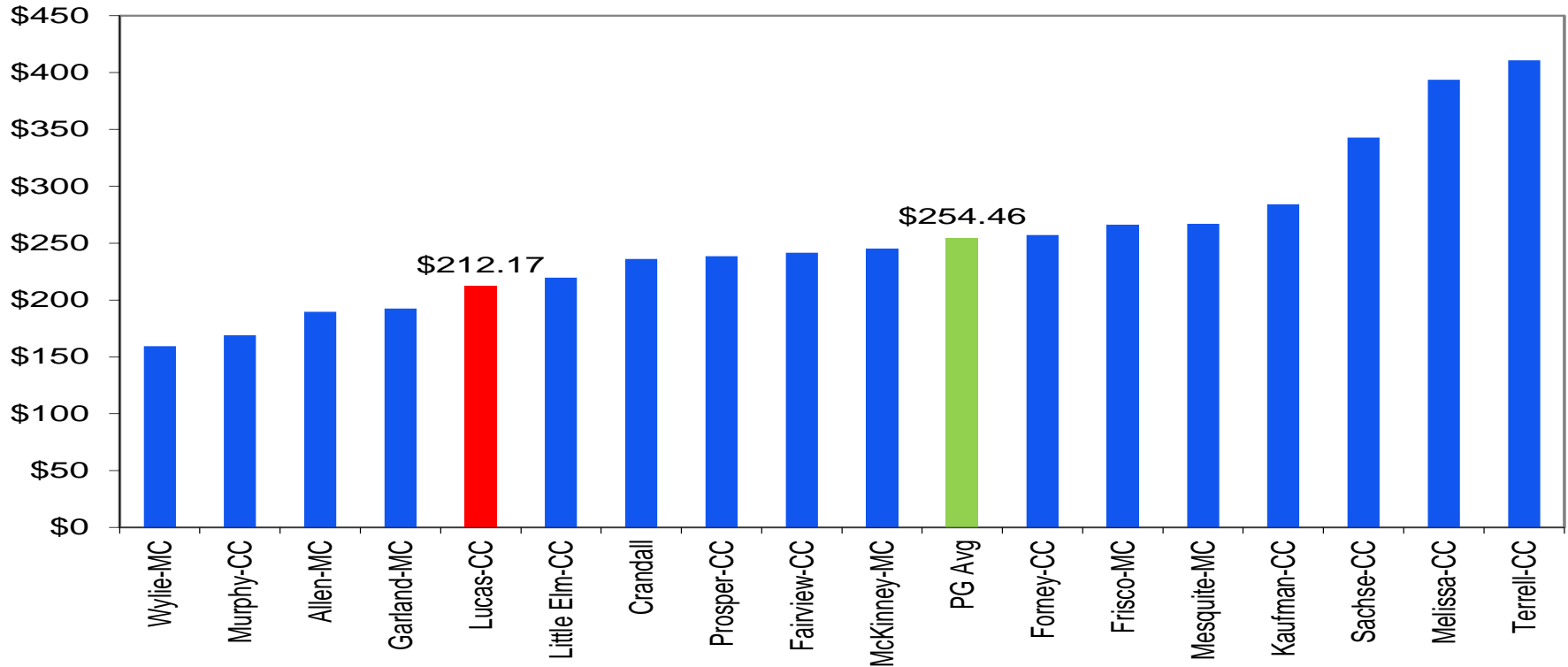
## FY 2021-22 Forecast Commercial ICL Meter Size = Weighted Average Water Bill @ 50,000 Gallons



Note: MC = Member City, CC = Customer City

# Commercial Peer Group Comparison – Current Wastewater Rates

## Current Commercial Wastewater Bill @ 50,000 Gallons



Note: MC = Member City, CC = Customer City

# Cost of Proposed Wastewater Rates: Commercial

CITY OF LUCAS, TEXAS

PROPOSED WW RATES:

Commercial Inside

MONTHLY AVERAGE

24,728

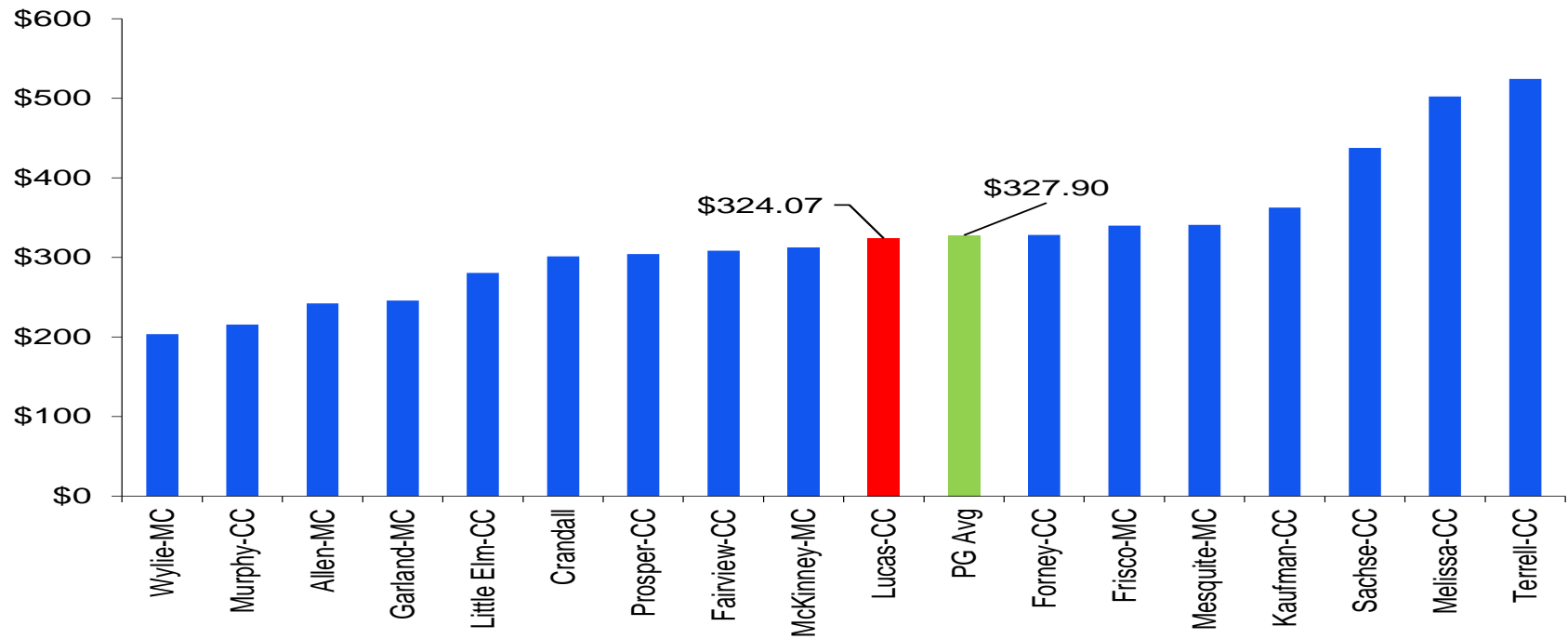
WINTER AVERAGE

18,224

		Current	12/01/17	12/01/18	12/01/19	12/01/20	12/01/21	Avg Annual Increase
<b>Impact on Monthly Bill</b>								
Usage	2,000	\$20.22	\$22.47	\$24.72	\$26.97	\$29.22	\$31.47	9.3%
<b>Cost Increase</b>			<b>\$2.25</b>	<b>\$2.25</b>	<b>\$2.25</b>	<b>\$2.25</b>	<b>\$2.25</b>	<b>\$2.25</b>
Usage	10,000	\$52.20	\$57.02	\$62.34	\$67.92	\$73.80	\$80.22	9.0%
<b>Cost Increase</b>			<b>\$4.82</b>	<b>\$5.31</b>	<b>\$5.58</b>	<b>\$5.88</b>	<b>\$6.42</b>	<b>\$5.60</b>
Usage	25,000	\$112.18	\$121.83	\$132.89	\$144.72	\$157.40	\$171.65	8.9%
<b>Cost Increase</b>			<b>\$9.65</b>	<b>\$11.05</b>	<b>\$11.83</b>	<b>\$12.68</b>	<b>\$14.25</b>	<b>\$11.89</b>
Usage	50,000	\$212.17	\$229.87	\$250.50	\$272.75	\$296.78	\$324.07	8.8%
<b>Cost Increase</b>			<b>\$17.70</b>	<b>\$20.63</b>	<b>\$22.25</b>	<b>\$24.03</b>	<b>\$27.29</b>	<b>\$22.38</b>

# Forecast Commercial Peer Group Comparison after WW Rate Increases – 5% Annual PG Escalator Assumed

**FY 2021-22 Forecast  
Commercial ICL  
Meter Size = Weighted Average  
Wastewater Bill @ 50,000 Gallons**



Note: MC = Member City, CC = Customer City

# Pro Forma Cash Flow under Recommended Rates – Average Consumption – Maintaining Existing OCL Premium

CITY OF LUCAS, TEXAS

## CASH FLOW SUMMARY-WATER & WW

	FYE					
	2017	2018	2019	2020	2021	2022
Rate Revenues	\$3,180,121	\$3,478,218	\$3,687,319	\$3,909,333	\$4,150,854	\$4,407,461
Non-Rate Revenues	\$548,336	\$375,468	\$386,732	\$398,333	\$410,283	\$422,592
<b>TOTAL REVENUES</b>	<b>\$3,728,457</b>	<b>\$3,853,685</b>	<b>\$4,074,050</b>	<b>\$4,307,667</b>	<b>\$4,561,137</b>	<b>\$4,830,053</b>
<b>TOTAL EXPENSES</b>	<b>\$3,227,420</b>	<b>\$3,054,170</b>	<b>\$3,260,688</b>	<b>\$3,480,756</b>	<b>\$3,664,120</b>	<b>\$3,817,104</b>
Net Rev. Avail. For Debt Svc.	\$501,037	\$799,516	\$813,362	\$826,911	\$897,017	\$1,012,950
<b>DS- GEN. OBLIGATION</b>						
Existing Tax Supported P&I	\$519,367	\$446,748	\$444,869	\$442,656	\$440,103	\$422,468
Proposed Tax Supported P&I	\$0	\$128,200	\$219,300	\$220,000	\$220,500	\$220,800
<b>TOTAL ALL DEBT SERVICE</b>	<b>\$519,367</b>	<b>\$574,948</b>	<b>\$664,169</b>	<b>\$662,656</b>	<b>\$660,603</b>	<b>\$643,268</b>
Coverage Ratio on All Debt	0.96	1.39	1.22	1.25	1.36	1.57
<b>CASH FOR CAPITAL OUTLAYS</b>	<b>(\$18,330)</b>	<b>\$224,568</b>	<b>\$149,193</b>	<b>\$164,255</b>	<b>\$236,414</b>	<b>\$369,682</b>
<b>TOTAL CAPITAL OUTLAYS</b>	<b>\$8,500</b>	<b>\$125,000</b>	<b>\$135,000</b>	<b>\$145,000</b>	<b>\$155,000</b>	<b>\$165,000</b>
<b>FY END BALANCE</b>	<b>(\$26,830)</b>	<b>\$99,568</b>	<b>\$14,193</b>	<b>\$19,255</b>	<b>\$81,414</b>	<b>\$204,682</b>



# Recommended Next Steps

- Issue proposed debt
- Incorporate Staff and Council comments into study
- Advise ratepayers of proposed increases
- Approve rate ordinance

**CITY OF LUCAS, TEXAS****PROPOSED WW RATES:****Commercial Inside****Effective**

	<b>Current</b>	<b>10/01/17</b>	<b>10/01/18</b>	<b>10/01/19</b>	<b>10/01/20</b>	<b>10/01/21</b>
5/8" Meter	\$20.22	\$22.47	\$24.72	\$26.97	\$29.22	\$31.47
1" Meter	\$38.68	\$39.26	\$39.85	\$40.45	\$41.05	\$41.67
1 1/2" Meter	\$73.06	\$74.16	\$75.27	\$76.40	\$77.54	\$78.71
2" Meter	\$116.48	\$118.23	\$120.00	\$121.80	\$123.63	\$125.48
3" Meter	\$141.94	\$144.07	\$146.23	\$148.42	\$150.65	\$152.91
4" Meter	\$328.93	\$333.86	\$338.87	\$343.95	\$349.11	\$354.35
6" Meter	\$400.42	\$406.43	\$412.52	\$418.71	\$424.99	\$431.37
8" Meter	\$744.13	\$755.29	\$766.62	\$778.12	\$789.79	\$801.64
Fire Hydrants / Other						
Consumption Charge						
2,000 Greater	\$4.00	\$4.32	\$4.70	\$5.12	\$5.58	\$6.10

**CITY OF LUCAS, TEXAS**

**PROPOSED WATER RATE STRUCTURE**

		Effective:					
		Current	10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
<b>Residential Inside</b>							
<u>Min. Charge 0 - 2,000 Gallons</u>							
5/8" Meter		\$22.18	\$22.50	\$22.83	\$23.15	\$23.48	\$23.80
1" Meter		\$34.69	\$35.33	\$35.97	\$36.62	\$37.26	\$37.90
1 1/2" Meter		\$42.90	\$42.97	\$43.04	\$43.11	\$43.17	\$43.24
2" Meter		\$75.95	\$78.44	\$80.94	\$83.43	\$85.93	\$88.42
<u>Consumption Charge</u>							
2,001	3,000	\$5.25	\$5.56	\$5.88	\$6.22	\$6.58	\$6.96
3,001	4,000	\$5.25	\$5.56	\$5.88	\$6.22	\$6.58	\$6.96
4,001	5,000	\$5.25	\$5.56	\$5.88	\$6.22	\$6.58	\$6.96
5,001	6,000	\$5.59	\$5.91	\$6.25	\$6.61	\$7.00	\$7.40
6,001	7,000	\$5.59	\$5.91	\$6.25	\$6.61	\$7.00	\$7.40
7,001	10,000	\$5.59	\$5.91	\$6.25	\$6.61	\$7.00	\$7.40
10,001	11,000	\$5.85	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
11,001	16,000	\$5.85	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
16,001	20,000	\$5.85	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
20,001	21,000	\$5.85	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
21,001	25,000	\$5.85	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
25,001	30,000	\$5.85	\$6.19	\$6.55	\$6.93	\$7.33	\$7.75
30,001	50,000	\$6.11	\$6.46	\$6.84	\$7.24	\$7.66	\$8.10
50,001	Greater	\$6.56	\$6.94	\$7.35	\$7.77	\$8.22	\$8.70

**CITY OF LUCAS, TEXAS**

**PROPOSED WATER RATE STRUCTURE**

		Effective:					
		Current	10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
<b>Commercial Inside</b>							
<u>Min. Charge 0 - 2,000 Gallons</u>							
5/8" Meter		\$24.83	\$24.86	\$24.89	\$24.92	\$24.95	\$24.98
1" Meter		\$36.91	\$37.60	\$38.29	\$38.97	\$39.66	\$40.35
1 1/2" Meter		\$56.85	\$57.27	\$57.69	\$58.11	\$58.53	\$58.95
2" Meter		\$118.42	\$119.70	\$120.97	\$122.25	\$123.52	\$124.80
3" Meter		\$187.10	\$189.28	\$191.46	\$193.64	\$195.82	\$198.00
4" Meter		\$362.07	\$363.46	\$364.84	\$366.23	\$367.61	\$369.00
6" Meter		\$536.58	\$538.06	\$539.55	\$541.03	\$542.52	\$544.00
8" Meter		\$1,059.43	\$1,066.34	\$1,073.26	\$1,080.17	\$1,087.09	\$1,094.00
<u>Consumption Charge</u>							
2,001	3,000	\$5.24	\$5.59	\$5.97	\$6.38	\$6.81	\$7.28
3,001	4,000	\$5.24	\$5.59	\$5.97	\$6.38	\$6.81	\$7.28
4,001	5,000	\$5.24	\$5.59	\$5.97	\$6.38	\$6.81	\$7.28
5,001	6,000	\$5.56	\$5.94	\$6.35	\$6.78	\$7.24	\$7.73
6,001	7,000	\$5.56	\$5.94	\$6.35	\$6.78	\$7.24	\$7.73
7,001	10,000	\$5.56	\$5.94	\$6.35	\$6.78	\$7.24	\$7.73
10,001	11,000	\$5.82	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
11,001	16,000	\$5.82	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
16,001	20,000	\$5.82	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
20,001	21,000	\$5.82	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
21,001	25,000	\$5.82	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
25,001	30,000	\$5.82	\$6.22	\$6.64	\$7.09	\$7.57	\$8.09
30,001	50,000	\$6.08	\$6.49	\$6.93	\$7.40	\$7.91	\$8.44
50,001	100,000	\$6.19	\$6.61	\$7.06	\$7.54	\$8.05	\$8.60
100,001	Greater	\$6.38	\$6.81	\$7.27	\$7.77	\$8.30	\$8.86

**CITY OF LUCAS, TEXAS**

**PROPOSED WATER RATE STRUCTURE**

		Current	Effective:				
			10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
<b>Commercial Outside</b>							
<u>Min. Charge 0 - 2,000 Gallons</u>							
5/8" Meter		\$37.25	\$37.29	\$37.34	\$37.38	\$37.43	\$37.47
1" Meter		\$55.37	\$56.40	\$57.43	\$58.46	\$59.49	\$60.53
1 1/2" Meter		\$85.28	\$85.91	\$86.54	\$87.17	\$87.80	\$88.43
2" Meter		\$177.63	\$179.54	\$181.46	\$183.37	\$185.29	\$187.20
3" Meter		\$280.65	\$283.92	\$287.19	\$290.46	\$293.73	\$297.00
4" Meter		\$543.11	\$545.18	\$547.26	\$549.34	\$551.42	\$553.50
6" Meter		\$804.87	\$807.10	\$809.32	\$811.55	\$813.77	\$816.00
8" Meter		\$1,589.15	\$1,599.52	\$1,609.89	\$1,620.26	\$1,630.63	\$1,641.00
<u>Consumption Charge</u>							
2,001	3,000	\$8.57	\$9.17	\$9.80	\$10.46	\$11.18	\$11.94
3,001	4,000	\$8.57	\$9.17	\$9.80	\$10.46	\$11.18	\$11.94
4,001	5,000	\$8.57	\$9.17	\$9.80	\$10.46	\$11.18	\$11.94
5,001	6,000	\$9.10	\$9.75	\$10.41	\$11.12	\$11.87	\$12.68
6,001	7,000	\$9.10	\$9.75	\$10.41	\$11.12	\$11.87	\$12.68
7,001	10,000	\$9.10	\$9.75	\$10.41	\$11.12	\$11.87	\$12.68
10,001	11,000	\$9.52	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
11,001	16,000	\$9.52	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
16,001	20,000	\$9.52	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
20,001	21,000	\$9.52	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
21,001	25,000	\$9.52	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
25,001	30,000	\$9.52	\$10.19	\$10.89	\$11.63	\$12.42	\$13.26
30,001	50,000	\$9.95	\$10.64	\$11.37	\$12.14	\$12.97	\$13.85
50,001	100,000	\$10.13	\$10.84	\$11.58	\$12.37	\$13.21	\$14.11
100,001	Greater	\$10.44	\$11.17	\$11.93	\$12.74	\$13.60	\$14.53

**CITY OF LUCAS, TEXAS**

**PROPOSED WATER RATE STRUCTURE**

		Current	Effective:				
			10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
<b>Residential Outside</b>							
<u>Min. Charge 0 - 2,000 Gallons</u>							
5/8" Meter		\$33.27	\$33.75	\$34.24	\$34.73	\$35.21	\$35.70
1" Meter		\$52.04	\$53.00	\$53.97	\$54.93	\$55.89	\$56.86
1 1/2" Meter		\$64.35	\$64.45	\$64.55	\$64.65	\$64.75	\$64.85
2" Meter		\$113.93	\$117.67	\$121.42	\$125.16	\$128.90	\$132.64
<u>Consumption Charge</u>							
2,001	3,000	\$8.59	\$9.11	\$9.64	\$10.20	\$10.79	\$11.42
3,001	4,000	\$8.59	\$9.11	\$9.64	\$10.20	\$10.79	\$11.42
4,001	5,000	\$8.59	\$9.11	\$9.64	\$10.20	\$10.79	\$11.42
5,001	6,000	\$9.15	\$9.69	\$10.25	\$10.85	\$11.48	\$12.14
6,001	7,000	\$9.15	\$9.69	\$10.25	\$10.85	\$11.48	\$12.14
7,001	10,000	\$9.15	\$9.69	\$10.25	\$10.85	\$11.48	\$12.14
10,001	11,000	\$9.57	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
11,001	16,000	\$9.57	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
16,001	20,000	\$9.57	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
20,001	21,000	\$9.57	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
21,001	25,000	\$9.57	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
25,001	30,000	\$9.57	\$10.15	\$10.74	\$11.36	\$12.02	\$12.71
30,001	50,000	\$10.00	\$10.60	\$11.22	\$11.87	\$12.56	\$13.28
50,001	Greater	\$10.73	\$11.39	\$12.05	\$12.75	\$13.49	\$14.27



# City of Lucas

## City Council Agenda Request

### June 1, 2017

Item No. 07

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item:**

Consider Ordinance 2017-06-00854 providing for annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3.

#### **Background Information:**

Stinson Highlands Phase 3 is currently not within the city limits. As part of an approved development agreement, Stinson Highlands agreed to a voluntary annexation. They have previously submitted their request for annexation within ten days of approval of their final plat. The property will eventually have two zones on it, R-1 on the southern lots and R-2 on the northern lots.

This parcel has an approved development agreement that includes a time frame for annexation. Stinson Highlands Phase 3 has supplied a voluntary annexation form as requested. This subdivision already has an approved preliminary plat, final plat and construction plans. Site development is complete. The parcel in question is continuous, meets the requirements for annexation, owners have been verified, and taxes are up to date.

Annexation requirements include holding two public hearings before any formal action can be taken. The first public hearing was held on May 4, 2017, with the second public hearing being held on May 18, 2017.

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

1. Ordinance
2. Public notice
3. Legal Description
4. Depiction
5. Copy of petition for annexation
6. Location Map



# City of Lucas City Council Agenda Request June 1, 2017

Item No. 07

## **Budget/Financial Impact:**

An additional 45 residential homes for annual property taxes and water revenue.

## **Recommendation:**

Staff recommends approving as presented

## **Motion:**

I make a motion to approve Ordinance #2017-06-00854 providing for the annexation of approximately 78.944 acre tract of land more commonly known as Stinson Highlands Phase 3.





**ORDINANCE 2017-06-00854**  
**[ANNEXATION – STINSON HIGHLANDS III]**

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

**WHEREAS**, this ordinance pertains to the hereinafter described territory consisting of a 78.944-acre tract of land, more or less, and being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey , Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and which is more particularly described in Exhibit “A, attached hereto and made a part hereof for all purposes; and

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

**WHEREAS**, the City Council of the City of Lucas has given the requisite notices and conducted the public hearings required by Chapter 43 of the Texas Local Government Code; and

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

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

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

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

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

**SECTION 1.** That the territory consisting of a 78.944-acre tract of land, more or less, and more particularly described in Exhibit “A”, is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

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

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

**SECTION 4.** That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 1<sup>ST</sup> DAY OF JUNE, 2017.**

APPROVED:

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Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joseph J. Gorfida, Jr., City Attorney  
(04-20-2017/85457)

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Stacy Henderson, City Secretary

**EXHIBIT A  
METES AND BOUNDS**

OWNER'S CERTIFICATION

STATE OF TEXAS~

COUNTY OF COLLIN~

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 78.944 acre tract of land, said point being the northeast corner of Stinson Highlands, Phase 2, an addition to the City of Lucas as recorded in Volume 2013, Page 308, Plat Records of Collin County, Texas (P.R.C.C.T.), and said point also being in the west line of Bristol Park, Phase 2, an addition to the City of Lucas as recorded in Volume 2014, Page 701, (P.R.C.C.T);

THENCE along the north line of said Stinson Highlands, Phase 2 as follows:

South 80 degrees 08 minutes 07 seconds West, 375.35 feet to a one-half inch iron rod found for corner;

Southeasterly, 38.17 feet along a curve to the left which has a central angle of 03 degrees 56 minutes 27 seconds, a radius of 555.00 feet, a tangent of 19.09 feet, and whose chord bears South 12 degrees 13 minutes 09 seconds East, 38.17 feet to a one-half inch iron rod found for corner;

South 75 degrees 58 minutes 58 seconds West, 275.42 feet to a one-half inch iron rod found for corner;

North 07 degrees 44 minutes 21 seconds West, 231.44 feet to a one-half inch iron rod found for corner;

North 87 degrees 00 minutes 23 seconds West, 541.09 feet to a one-half inch iron rod found for corner;

North 84 degrees 57 minutes 32 seconds West, 476.34 feet to a one-half inch iron rod found for corner;

Southwesterly, 58.93 feet along a curve to the left which has a central angle of 09 degrees 00 minutes 15 seconds, a radius of 375.00 feet, a tangent of 29.53 feet, and whose chord bears South 04 degrees 46 minutes 54 seconds West, 58.87 feet to a one-half inch iron rod found for corner;

South 00 degrees 16 minutes 47 seconds West, 47.30 feet to a one-half inch iron rod found for corner;

North 86 degrees 05 minutes 41 seconds West, 245.49 feet to a one-half inch iron rod found at the southwest corner of said 78.944 acre tract of land, said point being the northwest

**EXHIBIT A  
METES AND BOUNDS**

corner of said Stinson Highlands, Phase 2, said point also being in the east line of that called Tract 2 as described in deed to The Umphy Corporation as recorded in Document No. 20071231001715950, (D.R.C.C.T.);

THENCE along the west line of said 78.944 acre tract of land as follows:

North 00 degrees 17 minutes 03 seconds East, 674.26 feet to a 60d nail found at the northeast corner of said Tract 2;

North 88 degrees 01 minutes 54 seconds West, 112.82 feet along the north line of said Tract 2 to a five-eighths inch iron rod found at the southeast corner of that called 48.6223 acre tract of land described in deed to Lewis Bend Partners, Ltd. as recorded in Document No. 20061120001651500, (D.R.C.C.T.);

North 00 degrees 20 minutes 28 seconds West, 631.69 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 26 minutes 51 seconds West, 505.00 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 22 minutes 30 seconds West, 159.07 feet to a 60d nail found at the northwest corner of said 78.944 acre tract of land, said point being in the south line of the Estates at Austin Trail, an addition to the City of Lucas as recorded in Cabinet N, Page 709, (P.R.C.C.T.);

THENCE along the north line of said 78.944 acre tract of land along the south line of said Estates at Austin Trail as follows:

South 54 degrees 00 minutes 40 seconds East, 142.11 feet to a one-half inch iron rod found for corner;

South 56 degrees 50 minutes 31 seconds East, 311.77 feet to a one-half inch iron rod found for corner;

South 62 degrees 02 minutes 10 seconds East, 94.76 feet to a one-half inch iron rod found for corner;

South 81 degrees 15 minutes 00 seconds East, 24.08 feet to a one-half inch iron rod found for corner;

North 82 degrees 08 minutes 32 seconds East, 585.06 feet to a one-half inch iron rod found for corner;

North 69 degrees 40 minutes 01 seconds East, 58.79 feet to a one-half inch iron rod found for corner;

North 64 degrees 37 minutes 43 seconds East, 115.25 feet to a one-half inch iron rod found for corner;

North 84 degrees 56 minutes 00 seconds East, 115.25 feet to a one-half inch iron rod found at the southeast corner of said Estates at Austin Trail, said point being in the west line of Belmont Park, an addition to the City of Lucas as recorded in Volume 2013, Page 85, (P.R.C.C.T.);

South 03 degrees 40 minutes 21 seconds East, 6.06 feet to a five-eighths inch iron rod found at the southwest corner of said Belmont Park;

THENCE along the north line of said 78.944acre tract of land along the south line of said Belmont Park as follows:

South 55 degrees 14 minutes 42 seconds East, 147.31 feet to a one-half inch iron rod found for corner;

**EXHIBIT A**  
**METES AND BOUNDS**

South 65 degrees 55 minutes 04 seconds East, 391.42 feet to a five-eighths inch iron rod found for corner;

South 81 degrees 02 minutes 21 seconds East, 194.66 feet to a five-eighths inch iron rod found at the northeast corner of said 78.944 acre tract of land, said point being in the west line of Bristol Park, Phase 1, an addition to the City of Lucas as recorded in Volume 2014, Page 699, (P.R.C.C.T);

THENCE South 01 degrees 00 minutes 48 seconds East along the east line of said 78.944 acre tract of land, at 270.52 feet passing a five-eighths inch iron rod found at the southwest corner of said Bristol Park, Phase 1 and at the northwest corner of said Bristol Park, Phase 2, in all a total distance of 893.74 feet to a five eighths inch iron rod found for corner in the west line of said Bristol Park, Phase 2;

THENCE along the east line of said 78.944 acre tract of land and along the west line of said Bristol Park, Phase 2 as follows:

North 87 degrees 47 minutes 13 seconds East, 4.45 feet to a five-eighths inch iron rod found for corner;

South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.

**EXHIBIT “B”**

**CITY OF LUCAS, TEXAS  
SERVICE PLAN FOR ANNEXED AREA**

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

For the territory consisting of a 78.944-acre tract of land, more or less, and which is more particularly described and identified in Exhibit “A” attached hereto.

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

**1. POLICE PROTECTION**

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

**2. FIRE PROTECTION AND AMBULANCE SERVICE**

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

**3. SOLID WASTE COLLECTION**

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

**4. WATER FACILITIES**

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

**5. MAINTENANCE OF ROADS AND STREETS**

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

company easement shall be maintained by the applicable utility company servicing the City of Lucas, Texas, pursuant to the rules, regulations and fees of such utility.

**6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS**

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

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

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

**CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS**

**1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION**

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

**2. WATER AND WASTE WATER FACILITIES**

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

**3. ROADS AND STREETS**

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development



of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

#### 4. CAPITAL IMPROVEMENTS

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

### **SPECIFIC FINDINGS**

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

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



## NOTICE OF PUBLIC HEARINGS FOR ANNEXATION

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the petition filed by D.R. Horton Homes requesting the City annex a parcel of land located on Stinson Road thereafter described. The first public hearing will begin at 7:00 PM on May 4, 2017 and a second public hearing will be held on May 18, 2017. Both public hearings will be held at the City of Lucas City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, and described as follows:

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 78.944 acre tract of land, said point being the northeast corner of Stinson Highlands, Phase 2, an addition to the City of Lucas as recorded in Volume 2013, Page 308, Plat Records of Collin County, Texas (P.R.C.C.T.), and said point also being in the west line of Bristol Park, Phase 2, an addition to the City of Lucas as recorded in Volume 2014, Page 701, (P.R.C.C.T);

THENCE along the north line of said Stinson Highlands, Phase 2 as follows:

South 80 degrees 08 minutes 07 seconds West, 375.35 feet to a one-half inch iron rod found for corner;

Southeasterly, 38.17 feet along a curve to the left which has a central angle of 03 degrees 56 minutes 27 seconds, a radius of 555.00 feet, a tangent of 19.09 feet, and whose chord bears South 12 degrees 13 minutes 09 seconds East, 38.17 feet to a one-half inch iron rod found for corner;

South 75 degrees 58 minutes 58 seconds West, 275.42 feet to a one-half inch iron rod found for corner;

North 07 degrees 44 minutes 21 seconds West, 231.44 feet to a one-half inch iron rod found for corner;

North 87 degrees 00 minutes 23 seconds West, 541.09 feet to a one-half inch iron rod found for corner;

North 84 degrees 57 minutes 32 seconds West, 476.34 feet to a one-half inch iron rod found for corner;

Southwesterly, 58.93 feet along a curve to the left which has a central angle of 09 degrees 00 minutes 15 seconds, a radius of 375.00 feet, a tangent of 29.53 feet, and whose chord bears South 04 degrees 46 minutes 54 seconds West, 58.87 feet to a one-half inch iron rod found for corner;

South 00 degrees 16 minutes 47 seconds West, 47.30 feet to a one-half inch iron rod found for corner;

North 86 degrees 05 minutes 41 seconds West, 245.49 feet to a one-half inch iron rod found at the southwest corner of said 78.944-acre tract of land, said point being the northwest corner of said Stinson Highlands, Phase 2, said point also being in the east line of that called Tract 2 as described in deed to The Umphy Corporation as recorded in Document No.

20071231001715950, (D.R.C.C.T.);

THENCE along the west line of said 78.944 acre tract of land as follows:

North 00 degrees 17 minutes 03 seconds East, 674.26 feet to a 60d nail found at the northeast corner of said Tract 2;

North 88 degrees 01 minutes 54 seconds West, 112.82 feet along the north line of said Tract 2 to a five-eighths inch iron rod found at the southeast corner of that called 48.6223 acre tract of land described in deed to Lewis Bend Partners, Ltd. as recorded in Document No.

20061120001651500, (D.R.C.C.T.);

North 00 degrees 20 minutes 28 seconds West, 631.69 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 26 minutes 51 seconds West, 505.00 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 22 minutes 30 seconds West, 159.07 feet to a 60d nail found at the northwest corner of said 78.944 acre tract of land, said point being in the south line of the Estates at Austin Trail, an addition to the City of Lucas as recorded in Cabinet N, Page 709, (P.R.C.C.T);

THENCE along the north line of said 78.944 acre tract of land along the south line of said Estates at Austin Trail as follows:

South 54 degrees 00 minutes 40 seconds East, 142.11 feet to a one-half inch iron rod found for corner;

South 56 degrees 50 minutes 31 seconds East, 311.77 feet to a one-half inch iron rod found for corner;

South 62 degrees 02 minutes 10 seconds East, 94.76 feet to a one-half inch iron rod found for corner;

South 81 degrees 15 minutes 00 seconds East, 24.08 feet to a one-half inch iron rod found for corner;

North 82 degrees 08 minutes 32 seconds East, 585.06 feet to a one-half inch iron rod found for corner;

North 69 degrees 40 minutes 01 seconds East, 58.79 feet to a one-half inch iron rod found for corner;

North 64 degrees 37 minutes 43 seconds East, 115.25 feet to a one-half inch iron rod found for corner;

North 84 degrees 56 minutes 00 seconds East, 115.25 feet to a one-half inch iron rod found at the southeast corner of said Estates at Austin Trail, said point being in the west line of Belmont Park, an addition to the City of Lucas as recorded in Volume 2013, Page 85, (P.R.C.C.T);

South 03 degrees 40 minutes 21 seconds East, 6.06 feet to a five-eighths inch iron rod found at the southwest corner of said Belmont Park;

THENCE along the north line of said 78.944acre tract of land along the south line of said Belmont Park as follows:

South 55 degrees 14 minutes 42 seconds East, 147.31 feet to a one-half inch iron rod found for corner;

South 65 degrees 55 minutes 04 seconds East, 391.42 feet to a five-eighths inch iron rod found for corner;

South 81 degrees 02 minutes 21 seconds East, 194.66 feet to a five-eighths inch iron rod found at the northeast corner of said 78.944 acre tract of land, said point being in the west line o99, (P.R.C.C.T);

THENCE South 01 degrees 00 minutes 48 seconds East along the east line of said 78.944 acre tract of land, at 270.52 feet passing a five-eighths inch iron rod found at the southwest corner of said Bristol Park, Phase 1 and at the northwest corner of said Bristol Park, Phase 2, in all a total distance of 893.74 feet to a five eighths inch iron rod found for corner in the west line of said Bristol Park, Phase 2;

THENCE along the east line of said 78.944 acre tract of land and along the west line of said Bristol Park, Phase f Bristol Park, Phase 1, an addition to the City of Lucas as recorded in Volume 2014, Page 6

2 as follows:

North 87 degrees 47 minutes 13 seconds East, 4.45 feet to a five-eighths inch iron rod found for corner;

South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.

Those wishing to speak regarding 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: City Secretary, 665 Country Club Road, Lucas Texas 75002 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) and it will be presented at the hearing. If you have any questions regarding the hearing please contact Joe Hilbourn at 972.912.1207.

## EXHIBIT "A"

### OWNER'S CERTIFICATION

#### Legal Description

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 78.944 acre tract of land, said point being the northeast corner of Stinson Highlands, Phase 2, an addition to the City of Lucas as recorded in Volume 2013, Page 308, Plat Records of Collin County, Texas (P.R.C.C.T.), and said point also being in the west line of Bristol Park, Phase 2, an addition to the City of Lucas as recorded in Volume 2014, Page 701, (P.R.C.C.T.);

THENCE along the north line of said Stinson Highlands, Phase 2 as follows:

South 80 degrees 08 minutes 07 seconds West, 375.35 feet to a one-half inch iron rod found for corner;

Southeasterly, 38.17 feet along a curve to the left which has a central angle of 03 degrees 56 minutes 27 seconds, a radius of 555.00 feet, a tangent of 19.09 feet, and whose chord bears South 12 degrees 13 minutes 09 seconds East, 38.17 feet to a one-half inch iron rod found for corner;

South 75 degrees 58 minutes 58 seconds West, 275.42 feet to a one-half inch iron rod found for corner;

North 07 degrees 44 minutes 21 seconds West, 231.44 feet to a one-half inch iron rod found for corner;

North 87 degrees 00 minutes 23 seconds West, 541.09 feet to a one-half inch iron rod found for corner;

North 84 degrees 57 minutes 32 seconds West, 476.34 feet to a one-half inch iron rod found for corner;

Southwesterly, 58.93 feet along a curve to the left which has a central angle of 09 degrees 00 minutes 15 seconds, a radius of 375.00 feet, a tangent of 29.53 feet, and whose chord bears South 04 degrees 46 minutes 54 seconds West, 58.87 feet to a one-half inch iron rod found for corner;

South 00 degrees 16 minutes 47 seconds West, 47.30 feet to a one-half inch iron rod found for corner;

North 86 degrees 05 minutes 41 seconds West, 245.49 feet to a one-half inch iron rod found at the southwest corner of said 78.944 acre tract of land, said point being the northwest

corner of said Stinson Highlands, Phase 2, said point also being in the east line of that called Tract 2 as described in deed to The Umphy Corporation as recorded in Document No. 20071231001715950, (D.R.C.C.T.);

THENCE along the west line of said 78.944 acre tract of land as follows:

North 00 degrees 17 minutes 03 seconds East, 674.26 feet to a 60d nail found at the northeast corner of said Tract 2;

North 88 degrees 01 minutes 54 seconds West, 112.82 feet along the north line of said Tract 2 to a five-eighths inch iron rod found at the southeast corner of that called 48.6223 acre tract of land described in deed to Lewis Bend Partners, Ltd. as recorded in Document No. 20061120001651500, (D.R.C.C.T.);

North 00 degrees 20 minutes 28 seconds West, 631.69 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 26 minutes 51 seconds West, 505.00 feet to a five-eighths inch iron rod found for corner;

North 00 degrees 22 minutes 30 seconds West, 159.07 feet to a 60d nail found at the northwest corner of said 78.944 acre tract of land, said point being in the south line of the Estates at Austin Trail, an addition to the City of Lucas as recorded in Cabinet N, Page 709, (P.R.C.C.T.);

THENCE along the north line of said 78.944 acre tract of land along the south line of said Estates at Austin Trail as follows:

South 54 degrees 00 minutes 40 seconds East, 142.11 feet to a one-half inch iron rod found for corner;

South 56 degrees 50 minutes 31 seconds East, 311.77 feet to a one-half inch iron rod found for corner;

South 62 degrees 02 minutes 10 seconds East, 94.76 feet to a one-half inch iron rod found for corner;

South 81 degrees 15 minutes 00 seconds East, 24.08 feet to a one-half inch iron rod found for corner;

North 82 degrees 08 minutes 32 seconds East, 585.06 feet to a one-half inch iron rod found for corner;

North 69 degrees 40 minutes 01 seconds East, 58.79 feet to a one-half inch iron rod found for corner;

North 64 degrees 37 minutes 43 seconds East, 115.25 feet to a one-half inch iron rod found for corner;

North 84 degrees 56 minutes 00 seconds East, 115.25 feet to a one-half inch iron rod found at the southeast corner of said Estates at Austin Trail, said point being in the west line of Belmont Park, an addition to the City of Lucas as recorded in Volume 2013, Page 85, (P.R.C.C.T.);

South 03 degrees 40 minutes 21 seconds East, 6.06 feet to a five-eighths inch iron rod found at the southwest corner of said Belmont Park;

THENCE along the north line of said 78.944acre tract of land along the south line of said Belmont Park as follows:

South 55 degrees 14 minutes 42 seconds East, 147.31 feet to a one-half inch iron rod found for corner;

South 65 degrees 55 minutes 04 seconds East, 391.42 feet to a five-eighths inch iron rod found for corner;

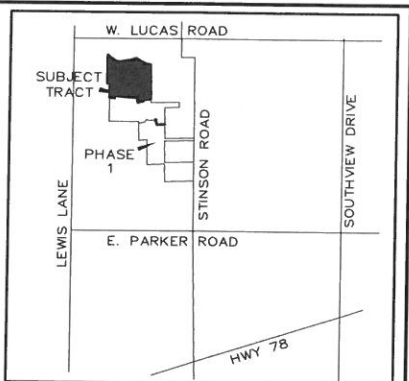
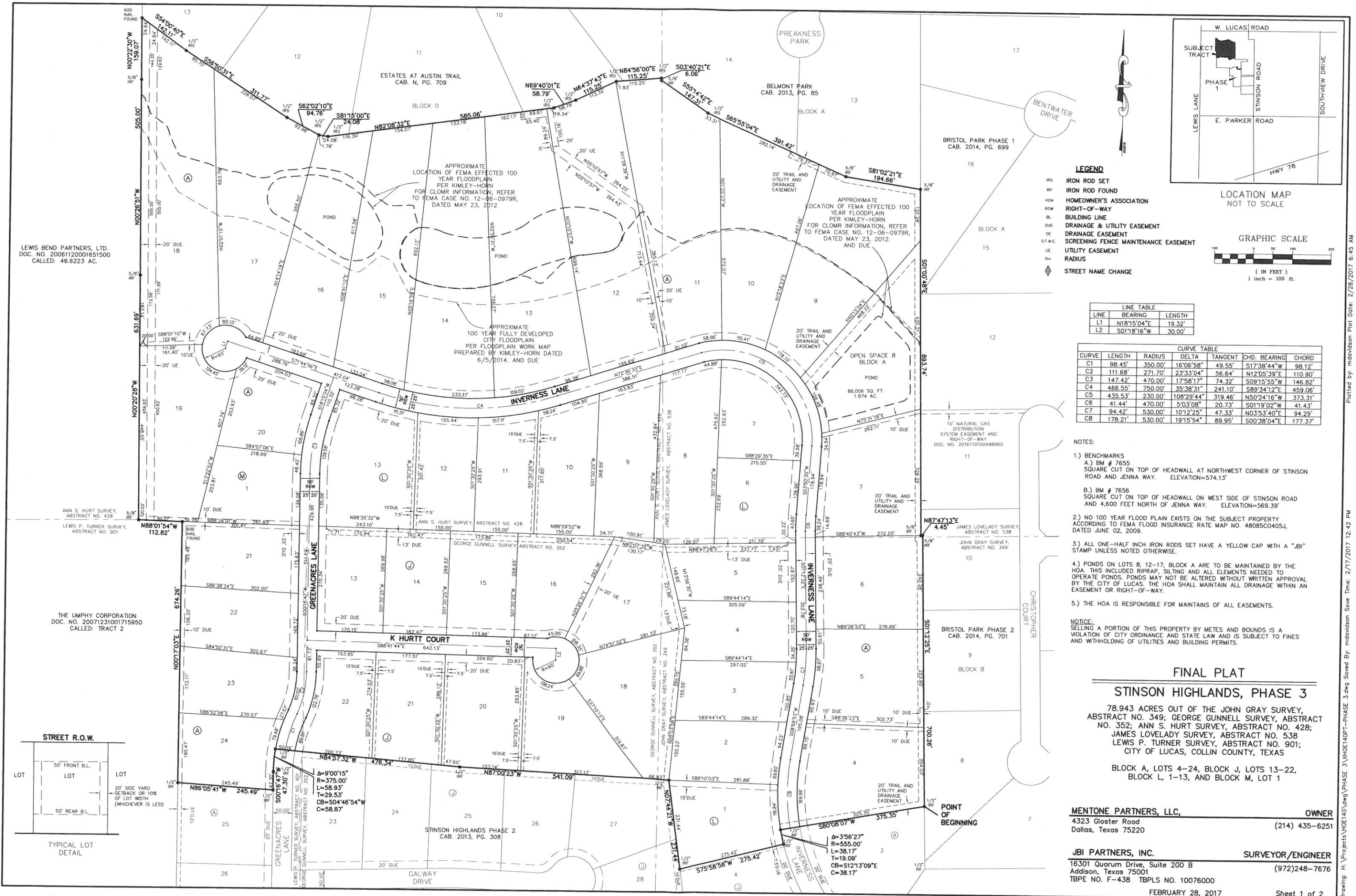
South 81 degrees 02 minutes 21 seconds East, 194.66 feet to a five-eighths inch iron rod found at the northeast corner of said 78.944 acre tract of land, said point being in the west line of Bristol Park, Phase 1, an addition to the City of Lucas as recorded in Volume 2014, Page 699, (P.R.C.C.T);

THENCE South 01 degrees 00 minutes 48 seconds East along the east line of said 78.944 acre tract of land, at 270.52 feet passing a five-eighths inch iron rod found at the southwest corner of said Bristol Park, Phase 1 and at the northwest corner of said Bristol Park, Phase 2, in all a total distance of 893.74 feet to a five eighths inch iron rod found for corner in the west line of said Bristol Park, Phase 2;

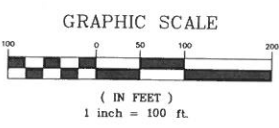
THENCE along the east line of said 78.944 acre tract of land and along the west line of said Bristol Park, Phase 2 as follows:

North 87 degrees 47 minutes 13 seconds East, 4.45 feet to a five-eighths inch iron rod found for corner;

South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.



LOCATION MAP  
NOT TO SCALE



**LEGEND**

- IRS IRON ROD SET
- IRF IRON ROD FOUND
- HOA HOMEOWNER'S ASSOCIATION
- ROW RIGHT-OF-WAY
- BL BUILDING LINE
- DUE DRAINAGE & UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- S.F.M.E. SCREENING FENCE MAINTENANCE EASEMENT
- UE UTILITY EASEMENT
- R RADIUS
- ◆ STREET NAME CHANGE

LINE TABLE

LINE	BEARING	LENGTH
L1	N18°15'04"E	19.32'
L2	S01°18'16"W	30.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHD. BEARING	CHORD
C1	98.45'	350.00'	16°06'58"	49.55'	S17°38'44"W	98.12'
C2	111.68'	271.70'	23°33'04"	56.64'	N12°05'39"E	110.90'
C3	147.42'	470.00'	17°58'17"	74.32'	S09°15'55"W	146.82'
C4	466.55'	750.00'	35°38'31"	241.10'	S89°34'12"E	459.06'
C5	435.53'	230.00'	108°29'44"	319.46'	N50°24'16"W	373.31'
C6	41.44'	470.00'	5°03'08"	20.73'	S01°19'02"W	41.43'
C7	94.42'	530.00'	10°12'25"	47.33'	N03°53'40"E	94.29'
C8	178.21'	530.00'	19°15'54"	89.95'	S00°38'04"E	177.37'

- NOTES:
- BENCHMARKS  
 A.) BM # 7655  
 SQUARE CUT ON TOP OF HEADWALL AT NORTHWEST CORNER OF STINSON ROAD AND JENNA WAY. ELEVATION=574.13'  
 B.) BM # 7656  
 SQUARE CUT ON TOP OF HEADWALL ON WEST SIDE OF STINSON ROAD AND 4,600 FEET NORTH OF JENNA WAY. ELEVATION=569.39'
  - NO 100 YEAR FLOOD PLAIN EXISTS ON THE SUBJECT PROPERTY ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48085C0405J, DATED JUNE 02, 2009.
  - ALL ONE-HALF INCH IRON RODS SET HAVE A YELLOW CAP WITH A "JBI" STAMP UNLESS NOTED OTHERWISE.
  - PONDS ON LOTS 8, 12-17, BLOCK A ARE TO BE MAINTAINED BY THE HOA. THIS INCLUDED RIPRAP, SILTING AND ALL ELEMENTS NEEDED TO OPERATE PONDS. PONDS MAY NOT BE ALTERED WITHOUT WRITTEN APPROVAL BY THE CITY OF LUCAS. THE HOA SHALL MAINTAIN ALL DRAINAGE WITHIN AN EASEMENT OR RIGHT-OF-WAY.
  - THE HOA IS RESPONSIBLE FOR MAINTAINS OF ALL EASEMENTS.

NOTICE:  
 SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

**FINAL PLAT**

**STINSON HIGHLANDS, PHASE 3**  
 78.943 ACRES OUT OF THE JOHN GRAY SURVEY, ABSTRACT NO. 349; GEORGE GUNNELL SURVEY, ABSTRACT NO. 352; ANN S. HURT SURVEY, ABSTRACT NO. 428; JAMES LOVELADY SURVEY, ABSTRACT NO. 538; LEWIS P. TURNER SURVEY, ABSTRACT NO. 901; CITY OF LUCAS, COLLIN COUNTY, TEXAS

BLOCK A, LOTS 4-24, BLOCK J, LOTS 13-22, BLOCK L, 1-13, AND BLOCK M, LOT 1

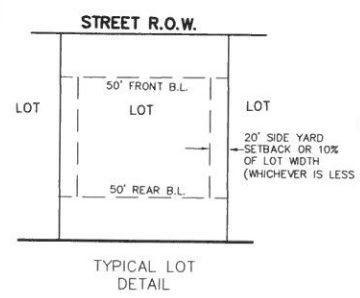
**MENTONE PARTNERS, LLC,** OWNER  
 4323 Glover Road  
 Dallas, Texas 75220 (214) 435-6251

**JBI PARTNERS, INC.** SURVEYOR/ENGINEER  
 16301 Quorum Drive, Suite 200 B  
 Addison, Texas 75001 (972)248-7676  
 TBPE NO. F-438 TBPLS NO. 10076000

LEWIS BEND PARTNERS, LTD.  
 DOC. NO. 2006112000165100  
 CALLED: 48.6223 AC.

ANN S. HURT SURVEY, ABSTRACT NO. 428  
 LEWIS P. TURNER SURVEY, ABSTRACT NO. 901

THE UMPHY CORPORATION  
 DOC. NO. 20071231001715950  
 CALLED: TRACT 2



Plotted by: mvdavidson Plot Date: 2/28/2017 6:45 AM  
 Saved By: mvdavidson Save Time: 2/17/2017 12:42 PM



OWNER'S CERTIFICATION

STATE OF TEXAS~

COUNTY OF COLLIN~

WHEREAS, MENTONE PARTNERS, LLC, is the owner of that parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurl Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas, (D.R.C.C.T.), and being further described as follows:

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South 01 degrees 12 minutes 25 seconds East, 700.26 feet to the POINT OF BEGINNING and containing 3,438,793 square feet or 78.944 acres of land.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF LUCAS§

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That MENTONE PARTNERS, LLC, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the heretofore described property as STINSON HIGHLANDS, PHASE 3, an addition to the City of Lucas, and do hereby dedicate to the City of Lucas for its use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, MENTONE PARTNERS, LLC, are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, MENTONE PARTNERS, LLC, agree to the following:
\*Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
\*The homeowners' association shall have the authority to collect membership fees;
\*As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
\*The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas, and attach a lien upon each individual lot for the prorated costs of abatement.
\*The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
\*The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.
\*The homeowners' association is to maintain rights-of-way including Drainage and Utility easements to the edge of pavement.
\*The homeowners' association is to maintain street lights.
\*The homeowners' association is to maintain entry features and screening fences.
\*Wrought iron fences will be allowed to be constructed within drainage easements.
\*The HOA is responsible for maintaining all drainage and utility easements including detention and retention ponds within the sub-division in case of HOA failure, the property owner will maintain all drainage and utility easements on their property including detention and retention ponds. Any alteration to a drainage easement, detention/retention pond, or utility easement requires prior approval from the City of Lucas.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

, an Authorized Agent for MENTONE PARTNERS, LLC,

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public in and for the State of Texas

ON-SITE SEWAGE FACILITY NOTE:

All lots must utilize alternative type On-Site Sewage Facilities. Presence of fractured rock and gravel throughout the subdivision may further limit the type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application on individual lots and may interfere with tank placement.
Lots 8A is a common area/open space lot that will not be used for residential construction and/or OSSF. Any common area construction on Lot 8A including OSSF must be designed and permitted separately and according to the usage of the property.
Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
Due to the presence of a creek/drainage area on portions of lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, no surface improvements, impervious cover, outbuildings, swimming pools, etc. on lots 1, 2 or 3 without pre-construction planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services. NOTE: Maximum dwelling size/number of bedrooms might be limited on these lots.
A portion of lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 is located within the 100-year flood plain:
Any OSSF that is located within the 100-year flood plain is subject to special planning requirements.
All electrical/mechanical appurtenances located within the 100-year flood plain must be elevated at least 2' above base flood elevation.
Certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2' above base flood elevation must accompany any permit application for a OSSF with electrical/mechanical components that is proposed to be located within the curvilinear line of the 100-year flood plain.
Tree removal and/or grading for OSSF may be required on individual lots.
Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.
There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Steven E. Hines, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

FOR REVIEW PURPOSE ONLY NOT TO BE FILED

Steven E. Hines, R.P.L.S. No. 5380

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven E. Hines, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public in and for the State of Texas

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.
ATTEST:

Chairperson, Planning and Zoning Commission

City Secretary

"Approved for Preparation of Final Plat"

Director of Planning and Community Development Date

Director of Public Works Date

Table with 3 columns: BLOCK/LOT, SQUARE FEET, ACRES. Lists lots A-4 through M-1 with their respective square feet and acreage.

LOT TABLE

Table with 4 columns: BLOCK, RESIDENTIAL LOTS, OPEN SPACE LOTS, DETENTION POND LOTS. Shows lot counts for blocks A, J, L, and M.

FINAL PLAT

STINSON HIGHLANDS, PHASE 3

78.943 ACRES OUT OF THE JOHN GRAY SURVEY, ABSTRACT NO. 349; GEORGE GUNNELL SURVEY, ABSTRACT NO. 352; ANN S. HURT SURVEY, ABSTRACT NO. 428; JAMES LOVELADY SURVEY, ABSTRACT NO. 538 LEWIS P. TURNER SURVEY, ABSTRACT NO. 901; CITY OF LUCAS, COLLIN COUNTY, TEXAS

BLOCK A, LOTS 4-24, BLOCK J, LOTS 13-22, BLOCK L, 1-13, AND BLOCK M, LOT 1

ZONED R1

MENTONE PARTNERS, LLC, OWNER
4323 Gloster Road, Dallas, Texas 75220 (214) 435-6251

JBI PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B, Addison, Texas 75001 (972)248-7676

Plotted by: mcdavidson Plot Date: 2/28/2017 7:16 AM
Drawing: H:\Projects\H0E140\dwg\PHASE 3\XHOE140PT-PHASE 3.dwg Saved By: mcdavidson Save Time: 2/28/2017 7:04 AM



PETITION REQUESTING ANNEXATION:
TERRITORY IN WHICH THERE ARE FEWER THAN THREE (3) VOTERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition you to extend the present city limits so as to include as part of the City of Lucas, Texas, the following described territory, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

We certify that the above described tract of land is contiguous and adjacent to the City of Lucas, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

[Handwritten signature]
Signature:

Kenneth O. Prater
Printed Name:

Signature:

Printed Name

Signature:

Printed Name

THE STATE OF TEXAS
COUNTY OF COLLIN

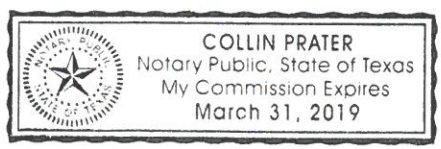
Before me, the undersigned authority, on this day personally appeared Kenneth D Prater
and

known to me to be the person(s) who(se) name(s) are subscribed to the foregoing instrument and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 15th day of March, 2017.

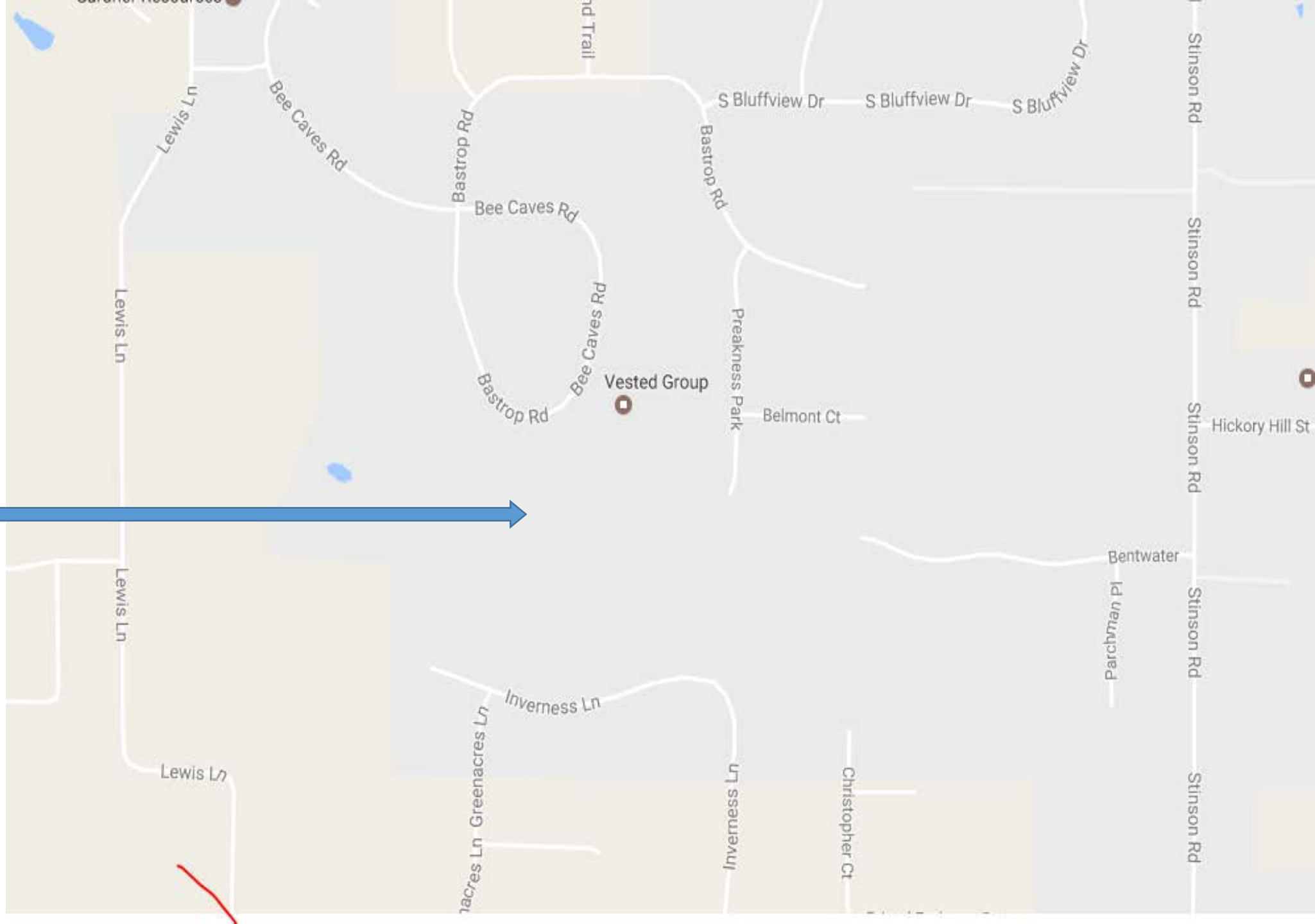
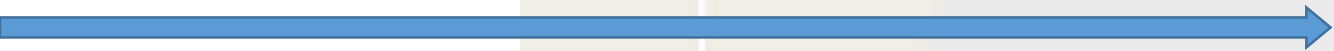
[Handwritten signature]

Notary Seal



Notary Public

# Stinson Highlands Phase 3





# City of Lucas City Council Agenda Request June 1, 2017

Item No. 08

Requester: Development Services Director Joe Hilbourn

## **Agenda Item:**

Consider annexation of all remaining lots located outside the city limits of Lucas in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions.

## **Background Information:**

The subdivisions known as Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates are encapsulated within the city limits of Lucas. These developments still have lots that have not been annexed:

<u>Development</u>	<u>Number of Lots Remaining Outside of City Limits</u>
Claremont	23
Cimarron	25
Edgewood	50

The City of Lucas provides city services to these lots located outside the city limits but in the City's extraterritorial jurisdiction (ETJ) consisting of law enforcement, fire suppression, emergency medical, water and building-related services including code enforcement.

## **Attachments/Supporting Documentation:**

1. City Boundary map
2. Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivision lot information

## **Budget/Financial Impact:**

The potential revenue impacts includes an increase in property tax of approximately \$220,000 and a loss in water revenue of approximately \$68,000.

## **Recommendation:**

Staff recommends moving forward with the annexation of Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates.

## **Motion:**

I make a motion to approve/deny authorizing staff to proceed with the annexation of the lots located outside of the city limits in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions.

DATE: 4-2-84  
RESOLUTION NO. 9842  
BW2 NO. 72A

A RESOLUTION OF THE CITY OF LUCAS AUTHORIZING THE MAYOR OF THE CITY OF LUCAS TO EXECUTE AN AGREEMENT ADJUSTING THE ULTIMATE CITY LIMIT BOUNDARY LINES BETWEEN THE CITY OF LUCAS AND THE CITY OF ALLEN. BEGINNING AT THE SOUTHWEST CORNER OF 131,772 ACRE TRACT OWNED BY JACK CARTER (895/273), SOUTHERLY DIRECTION ALONG THE EAST R.O.W. LINE OF THE EXISTING AND FUTURE FM 1378 TO THE INTERSECTION OF ROCK RIDGE ROAD. SOUTHERLY DIRECTION ALONG THE EAST R.O.W. OF THE EXISTING AND FUTURE ROCK RIDGE ROAD TO ITS INTERSECTION WITH FM 2170, WESTERLY DIRECTION ALONG THE SOUTH R.O.W. LINE OF THE EXISTING AND FUTURE FM 2170 TO INTERSECTION OF FM 2551. SOUTHERLY DIRECTION ALONG THE EAST R.O.W. LINE OF THE EXISTING AND FUTURE FM 2551 TO THE INTERSECTION OF BANDY LN.

DATE: 4-4-77  
RESOLUTION NO. CAN'T READ  
VOL. 1045, PG. 775  
BW2 NO. 29A

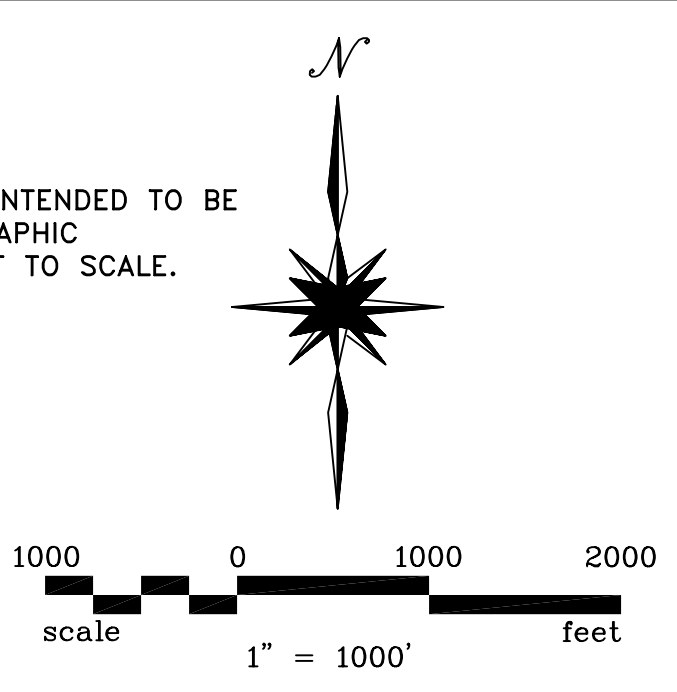
A JOINT RESOLUTION BETWEEN THE CITIES OF FAIRVIEW AND LUCAS. FROM C.L. OF FM 1378 @ S.W. CORNER OF J. CARTER 106 ACRE TRACT, ALONG SOUTH LINE OF CARTER TRACT CROSSING CARL J. THOMPSON, W.M. BENTON, H. ROBERTSON AND RAY GANT LAND 14,300 FEET.

DATE: 8-7-07  
RESOLUTION NO. R-2007-08-00299  
BW2 NO. 206A

A JOINT RESOLUTION BETWEEN THE TOWN OF FAIRVIEW AND THE CITY OF LUCAS. THE CITY OF LUCAS AGREES TO DISANNEK TWO TRACTS EAST OF C.R. 317 (ORR RD.) WHICH ARE DESCRIBED AS BEING WITHIN THE TOWN OF FAIRVIEW'S ETJ BY JOINT RESOLUTION BETWEEN THE TWO MUNICIPALITIES EXECUTED IN MARCH AND APRIL, 1977.

NOTE:

- 1. THIS MAP WAS PREPARED FOR AND INTENDED TO BE A GENERAL GUIDE ONLY. DUE TO GRAPHIC REQUIREMENTS SOME AREAS ARE NOT TO SCALE.



DATE: 1-11-93  
NEW ORDINANCE NO. 1993-01-00288  
OLD ORDINANCE NO. 93-01-11  
C.C. FILE NO. 93-0016952 D.R.C.C.T.  
BW2 NO. 110A

AN ORDINANCE OF THE CITY OF LUCAS PROVIDING FOR THE RELEASE OF CERTAIN EXTRATERRITORIAL JURISDICTION TO THE CITY OF PARKER. THE CITY OF LUCAS RELEASES ITS ETJ TO ANY LAND OR TERRITORY SOUTH OF THE R.O.W. OF WEST LUCAS RD. AND WEST OF THE ANN S. HURT SURVEY, ABST. NO. 428.

DATE: 11-11-74  
ORDINANCE NO. 9742  
VOL. 978, PG. 106, D.R.C.C.T.  
BW2 NO. 24B

AN ORDINANCE OF THE CITY OF LUCAS ESTABLISHING THE COMMON ETJ BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER ALONG THE SOUTH R.O.W. OF BANDY LANE.

DATE: 4-21-98  
NEW ORDINANCE NO. 1998-04-00372  
OLD ORDINANCE NO. 98-04-01  
VOL. 4190, PG. 50, D.R.C.C.T.  
BW2 NO. 154

AMENDING ORDINANCE 9742 (11-11-74). REPEALING ORDINANCE NO. 98-01-05 (1-5-98), AND ESTABLISHING A REVISED COMMON EXTRA TERRITORIAL JURISDICTION BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER NORTH OF PARKER ROAD. BOUNDARY'S NOTED.

DATE: 11-11-74  
ORDINANCE NO. 9742  
VOL. 978, PG. 106, D.R.C.C.T.  
BW2 NO. 24B

AN ORDINANCE OF THE CITY OF LUCAS ESTABLISHING THE COMMON ETJ BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER ALONG THE SOUTH R.O.W. OF PARKER ROAD.

DATE: 9-12-88  
NEW ORDINANCE NO. 1988-09-00231  
OLD ORDINANCE NO. 88-09-12  
VOL. 2931, PG. 760, D.R.C.C.T.  
BW2 NO. 98

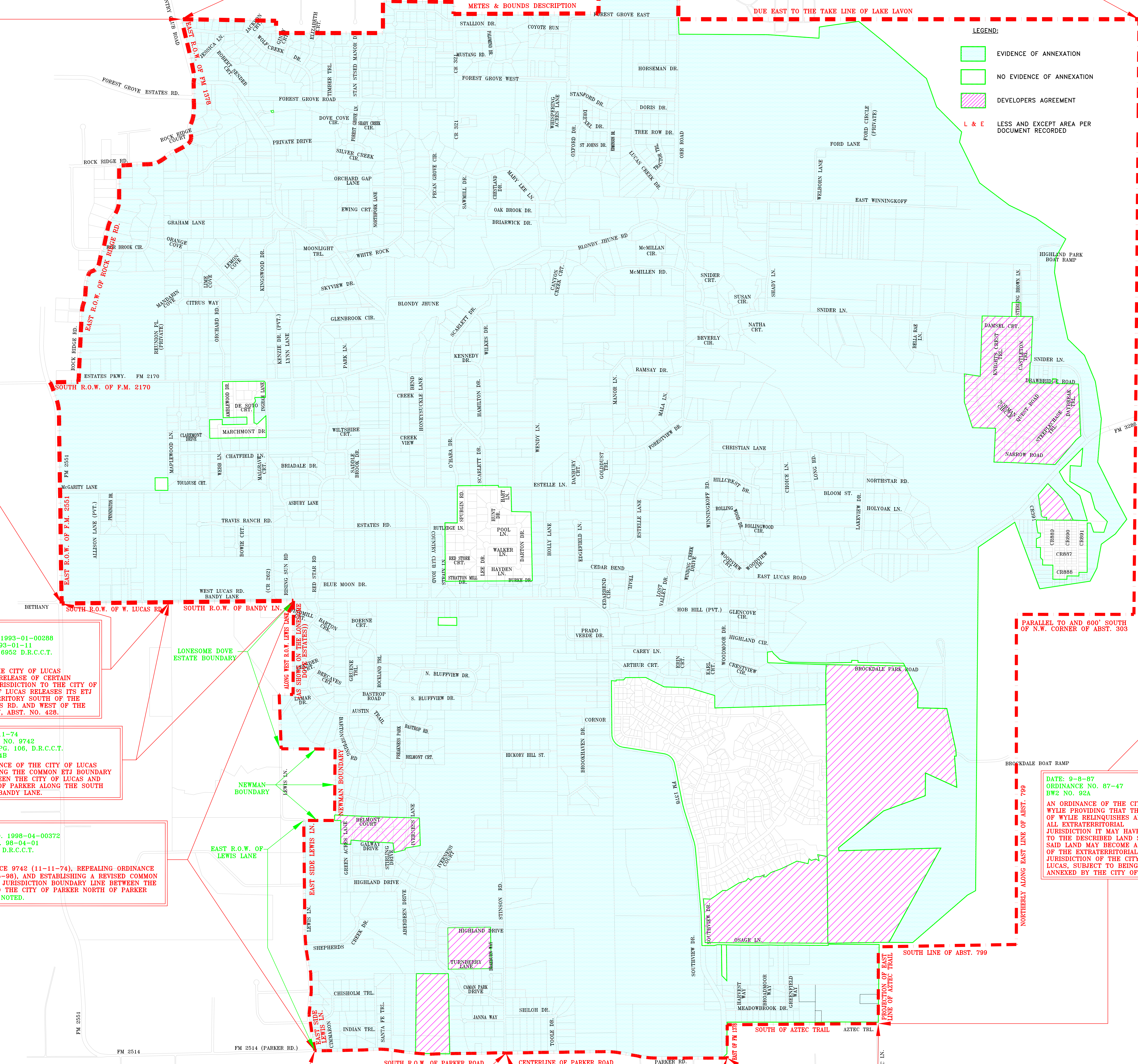
AN ORDINANCE OF THE CITY OF LUCAS PROVIDING FOR THE DISANNEKING OR DISCONTINUANCE OF CERTAIN TERRITORY WITHIN THE CITY OF LUCAS IN ACCORDANCE WITH THE JOINT RESOLUTION BETWEEN CITIES OF LUCAS AND WYLIE DATED APRIL 7, 1988. THE CITY OF LUCAS AGREES TO DISANNEK ALL OF THE TERRITORY WITHIN THE CITY OF LUCAS THAT LIES SOUTH OF THE CENTERLINE OF FM 2514 (PARKER ROAD).

DATE: 2-17-98  
NEW ORDINANCE NO. 1998-02-00371  
OLD ORDINANCE NO. 98-02-05  
VOL. 4103, PG. 694, D.R.C.C.T.  
BW2 NO. 153

AN ORDINANCE OF THE TOWN OF LUCAS PROVIDING FOR THE DISANNEKING OR DISCONTINUANCE OF CERTAIN TERRITORY SOUTH OF AZTEC LANE AND EAST OF FM 1378. THE CITY OF LUCAS ENTERED AN AGREEMENT WITH THE TOWN OF ST. PAUL SUCH THAT THE TERRITORY SOUTH OF AZTEC LANE AND EAST OF FM 1378 WAS INTENDED TO BE IN THE EXTRATERRITORIAL JURISDICTION OF ST. PAUL IN ACCORDANCE WITH SAID AGREEMENT THE CITY DISANNEK SAID TERRITORY BY ORDINANCE NO. 88-09-12. LUCAS CONFIRMS THAT C.R. 503 (AZTEC LN.) IS THE SOUTH BOUNDARY OF LUCAS AND ANY TERRITORY SOUTH OF SAID C.R. AND EAST OF FM 1378 BE IN THE EXCLUSIVE ETJ OF ST. PAUL.

DATE: 9-8-87  
ORDINANCE NO. 87-47  
BW2 NO. 92A

AN ORDINANCE OF THE CITY OF WYLIE PROVIDING THAT THE CITY OF WYLIE RELINQUISHES ANY AND ALL EXTRATERRITORIAL JURISDICTION IT MAY HAVE IN AND TO THE DESCRIBED LAND SO THAT SAID LAND MAY BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LUCAS, SUBJECT TO BEING ANNEXED BY THE CITY OF LUCAS.



- LEGEND:
- EVIDENCE OF ANNEXATION
  - NO EVIDENCE OF ANNEXATION
  - DEVELOPERS AGREEMENT
  - L & E LESS AND EXCEPT AREA PER DOCUMENT RECORDED

NORTHERLY PARALLEL TO & 3200' EAST OF THE WEST LINE OF ABST 303 TO A POINT THAT INTERSECTS THE EASTERLY EXTENSION OF THE FAIRVIEW-LUCAS BOUNDARY AGREEMENT AS DESCRIBED IN VOL. 1045, PG. 775 (29A)

PARALLEL TO AND 600' SOUTH OF N.W. CORNER OF ABST. 303

NORTHERLY ALONG EAST LINE OF ABST. 799

PROJECTION OF EAST LINE OF AZTEC TRAIL



	# of lots out of city	Total assessed Value	Total taxes based on assessed value	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
Claremont	23	\$14,042,592.00	\$51,414.54	\$43,760.07	\$29,173.38	\$14,586.69
Cimarron	25	\$16,653,848.00	\$53,402.40	\$55,816.20	\$37,210.80	\$18,605.40
Edgewood	50	\$35,490,508.00	\$113,804.22	\$123,618.18	\$82,633.74	\$40,984.44
	<b>98</b>	<b>\$66,186,948.00</b>	<b>\$218,621.16</b>	<b>\$223,194.45</b>	<b>\$149,017.92</b>	<b>\$74,176.53</b>

Address	2016 Assessed Value	Property Tax Amt	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
905 Amblerwood	595,665	\$1,910.07	\$ 1,760.57	\$1,173.71	\$586.86
909 Amblerwood	549,010	\$1,760.46	\$ 2,652.57	\$1,768.38	\$884.19
901 Amblerwood	531,859	\$1,705.46	\$ 2,119.85	\$1,413.23	\$706.62
811 Amblerwood	614,962	\$1,971.94	\$ 1,061.15	\$707.43	\$353.72
807 Amblerwood	700,423	\$2,626.59	\$ 3,296.22	\$2,197.48	\$1,098.74
806 Amblerwood	701,919	\$2,632.20	\$ 2,359.47	\$1,572.98	\$786.49
802 Amblerwood	in city				
803 Amblerwood	in city				
810 Amblerwood	630,439	\$2,364.15	\$ 1,657.52	\$1,105.01	\$552.51
1818 Desoto Court	645,116	\$2,419.19	\$ 1,585.53	\$1,057.02	\$528.51
1814 Desoto Court	668,449	\$2,506.68	\$ 1,764.27	\$1,176.18	\$588.09
1813 Desoto Court	531,695	\$1,993.86	\$ 2,343.28	\$1,562.19	\$781.09
1809 DeSoto Court	in city			\$0.00	\$0.00
1805 Desoto Court	in city			\$0.00	\$0.00
1804 Desoto Court	539,686	\$2,023.82	\$ 1,354.30	\$902.87	\$451.43
1800 Desoto Court	583,797	\$2,189.24	\$ 1,289.17	\$859.45	\$429.72
1801 Desoto Court	661,360	\$2,480.10	\$ 1,245.20	\$830.13	\$415.07
1810 Marchmont	511,003	\$1,916.26	\$ 2,423.45	\$1,615.63	\$807.82
709 Webb Lane	511,546	\$1,918.30	\$ 2,280.05	\$1,520.03	\$760.02
705 Webb Lane	643,813	\$2,414.30	\$ 1,256.73	\$837.82	\$418.91
1823 Marchmont	643,858	\$2,414.47	\$ 1,180.13	\$786.75	\$393.38
1819 Marchmont	676,535	\$2,537.01	\$ 1,452.51	\$968.34	\$484.17
1815 Marchmont	671,441	\$2,517.90	\$ 2,392.32	\$1,594.88	\$797.44
1811 Marchmont	628,596	\$2,357.24	\$ 1,895.03	\$1,263.35	\$631.68
1807 Marchmont	711,352	\$2,667.57	\$ 3,479.51	\$2,319.67	\$1,159.84
1806 Marchmont	in city			\$0.00	\$0.00
1803 Marchmont	620,093	\$2,325.35	\$ 1,533.34	\$1,022.23	\$511.11
1802 Marchmont	469,975	\$1,762.41	\$ 1,377.90	\$918.60	\$459.30

Total taxes based on assessed

value

# of lots out of city

\$14,042,592.00

\$51,414.54

\$43,760.07

\$29,173.38

\$14,586.69

Address	2016 Assessed Value	Property Tax Amt	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
430 Spurgin	521,954	\$1,673.70	\$ 4,414.63	\$2,943.09	\$1,471.54
424 Spurgin	706,702	\$2,266.12	\$ 1,714.40	\$1,142.93	\$571.47
418 Spurgin	596,829	\$1,913.80	\$ 1,884.29	\$1,256.19	\$628.10
412 Spurgin	607,581	\$1,948.28	\$ 1,139.29	\$759.53	\$379.76
406 Spurgin	668,875	\$2,144.82	\$ 2,754.91	\$1,836.61	\$918.30
400 Spurgin	724,760	\$2,324.02	\$ 2,706.74	\$1,804.49	\$902.25
801 Rutledge	625,123	\$2,004.53	\$ 1,231.70	\$821.13	\$410.57
806 Rutledge	565,498	\$1,813.33	\$ 1,560.76	\$1,040.51	\$520.25
807 Rutledge	567,009	\$1,818.18	\$ 2,326.58	\$1,551.05	\$775.53
812 Rutledge	587,062	\$1,882.48	\$ 2,942.58	\$1,961.72	\$980.86
813 Rutledge	634,698	\$2,035.23	\$ 1,029.94	\$686.63	\$343.31
313 Strain	in city		\$ -	\$0.00	\$0.00
309 Strain	in city		\$ -	\$0.00	\$0.00
303 Strain	in city		\$ -	\$0.00	\$0.00
215 Strain	in city		\$ -	\$0.00	\$0.00
211 Strain	in city		\$ -	\$0.00	\$0.00
206 Strain	in city		\$ -	\$0.00	\$0.00
205 Strain	in city		\$ -	\$0.00	\$0.00
200 Strain	in city		\$ -	\$0.00	\$0.00
816 Stratton Mill	705,153	\$2,261.15	\$ 1,845.37	\$1,230.25	\$615.12
817 Stratton Mill	760,018	\$2,437.08	\$ 2,372.40	\$1,581.60	\$790.80
811 Stratton Mill	705,410	\$2,261.97	\$ 1,300.10	\$866.73	\$433.37
810 Stratton Mill	699,091	\$2,241.71	\$ 2,335.22	\$1,556.81	\$778.41
805 Stratton Mill	638,553	\$2,047.59	\$ 1,753.44	\$1,168.96	\$584.48
804 Stratton Mill	631,193	\$2,023.99	\$ 1,361.78	\$907.85	\$453.93
803 Stratton Mill	710,514	\$2,278.34	\$ 4,035.74	\$2,690.49	\$1,345.25
814 Red Store	723,582	\$2,320.25	\$ 1,215.32	\$810.21	\$405.11
808 Red Store	784,844	\$2,516.69	\$ 3,243.38	\$2,162.25	\$1,081.13
815 Red Store	703,725	\$2,256.57	\$ 2,559.09	\$1,706.06	\$853.03
802 Red Store	766,919	\$2,459.21	\$ 1,753.34	\$1,168.89	\$584.45
811 Red Store	581,356	\$1,864.18	\$ 3,414.40	\$2,276.27	\$1,138.13
800 Red Store	693,158	\$2,222.69	\$ 1,046.90	\$697.93	\$348.97
803 Red Store	744,241	\$2,386.49	\$ 3,873.90	\$2,582.60	\$1,291.30

Total taxes based on assessed

Total Assessed Value

# of Lots out of city

25

\$16,653,848.00

\$53,402.40

\$55,816.20

\$37,210.80

\$18,605.40



# Edgewood

Address	2016 Assessed Value	Property Tax Amt	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
610 Connell	630,755	\$2,022.59	\$ 1,451.16	\$967.44	\$483.72
616 Connell	805,566	\$2,583.14	\$ 3,613.98	\$2,409.32	\$1,204.66
607 Connell	683,908	\$2,193.03	\$ 3,970.45	\$2,646.97	\$1,323.48
611 Connell	776,790	\$2,490.86	\$ 3,305.26	\$2,203.51	\$1,101.75
508 Hart	767,952	\$2,462.52	\$ 1,808.46	\$1,205.64	\$602.82
502 Hart	844,361	\$2,707.54	\$ 1,754.84	\$1,169.89	\$584.95
505 Hart	HOA	\$0.00	\$ 2,250.12	\$1,500.08	\$750.04
421 Hunt	763,099	\$2,446.96	\$ 2,435.38	\$1,623.59	\$811.79
415 Hunt	755,000	\$2,420.99	\$ 2,046.21	\$1,364.14	\$682.07
409 Hunt	655,664	\$2,102.46	\$ 1,281.81	\$854.54	\$427.27
403 Hunt	696,037	\$2,231.92	\$ 2,346.25	\$1,564.17	\$782.08
600 Pool	576,218	\$1,847.71	\$ 3,048.06	\$2,032.04	\$1,016.02
605 Pool	689,223	\$2,210.07	\$ 3,038.55	\$2,025.70	\$1,012.85
606 Pool	746,879	\$2,394.95	\$ 1,004.89	\$669.93	\$334.96
611 Pool	668,791	\$2,144.55	\$ 2,346.00	\$1,564.00	\$782.00
612 Pool	728,745	\$2,336.80	\$ 3,475.53	\$2,317.02	\$1,158.51
617 Pool	755,000	\$2,420.99	\$ 2,327.82	\$1,551.88	\$775.94
618 Pool	588,630	\$1,887.51	\$ 1,173.78	\$782.52	\$391.26
623 Pool	741,000	\$2,376.10	\$ 1,638.00	\$1,092.00	\$546.00
300 Darton	830,796	\$2,664.04	\$ 2,871.53	\$1,914.35	\$957.18
306 Darton	765,505	\$2,454.68	\$ 2,780.62	\$1,853.75	\$926.87
312 Darton	731,896	\$2,346.91	\$ 1,004.53	\$669.69	\$334.84
318 Darton	609,912	\$1,955.75	\$ 1,405.08	\$936.72	\$468.36
324 Darton	708,730	\$2,272.62	\$ 2,578.12	\$1,718.75	\$859.37
330 Darton	717,929	\$2,302.12	\$ 2,202.63	\$1,468.42	\$734.21
336 Darton	657,030	\$2,106.84	\$ 3,000.14	\$2,000.09	\$1,000.05
602 Walker	734,491	\$2,355.23	\$ 3,837.57	\$2,558.38	\$1,279.19
603 Walker	811,000	\$2,600.56	\$ 3,400.07	\$2,266.71	\$1,133.36
608 Walker	747,427	\$2,396.71	\$ 2,090.85	\$1,393.90	\$696.95
609 Walker	749,648	\$2,403.83	\$ 3,696.15	\$2,464.10	\$1,232.05
614 Walker	749,858	\$2,404.50	\$ 2,802.57	\$1,868.38	\$934.19
620 Walker	671,417	\$2,152.97	\$ 2,159.09	\$1,439.39	\$719.70

615 Walker	635,000	\$2,036.20	\$	1,104.17	\$736.11	\$368.06
601 Hayden	887,675	\$2,846.43	\$	3,229.47	\$2,152.98	\$1,076.49
606 Hayden	837,884	\$2,686.77	\$	2,400.42	\$1,600.28	\$800.14
607 Hayden	712,625	\$2,285.11	\$	2,481.57	\$1,876.00	\$605.57
612 Hayden	786,020	\$2,520.46	\$	3,724.96	\$2,483.31	\$1,241.65
613 Hayden	628,545	\$2,015.50	\$	855.36	\$570.24	\$285.12
618 Hayden	608,644	\$1,951.68	\$	1,680.30	\$1,120.20	\$560.10
619 Hayden	734,980	\$2,356.79	\$	3,542.95	\$2,361.97	\$1,180.98
207 Lee	704,662	\$2,259.58	\$	1,574.60	\$1,049.73	\$524.87
211 Lee	558,773	\$1,791.77	\$	1,782.88	\$1,188.59	\$594.29
217 Lee	751,957	\$2,411.23	\$	1,183.46	\$788.97	\$394.49
223 Lee	856,623	\$2,746.86	\$	3,271.99	\$2,181.33	\$1,090.66
229 Lee	701,000	\$2,247.83	\$	3,116.90	\$2,077.93	\$1,038.97
500 burke	693,378	\$2,223.39	\$	3,379.15	\$2,252.77	\$1,126.38
503 Burke	in city				\$0.00	\$0.00
506 Burke	834,202	\$2,674.96	\$	4,110.47	\$2,740.31	\$1,370.16
511 Burke	in city				\$0.00	\$0.00
512 Burke	736,000	\$2,360.06	\$	3,410.60	\$2,273.73	\$1,136.87
600 Burke	702,052	\$2,251.21	\$	3,188.35	\$2,125.57	\$1,062.78
603 Burke	in city				\$0.00	\$0.00
606 Burke	761,231	\$2,440.97	\$	1,435.08	\$956.72	\$478.36
609 Burke	in city				\$0.00	\$0.00

**Total taxes based on assessed Value**

<b># of Lots out of city</b>	<b>Total Land Value</b>	<b>Total taxes based on assessed Value</b>
50	\$35,490,508.00	\$113,804.22
		\$ 123,618.18
		\$82,633.74
		\$40,984.64



# City of Lucas City Council Agenda Request June 1, 2017

Item No. 09

Requester: Public Works Director/City Engineer Stanton Foerster

**Agenda Item:**

Consider authorizing the City Manager to enter into a construction contract with Reynolds Asphalt Construction for the West Lucas Road Widening and Overlay Project (Bid 009-17) to reconstruct and repair the roadway pavement from Country Club Road to Angel Parkway in an amount not to exceed \$1,172,779.50 from account 21-8210-302 plus a 25% contingency of \$293,195.00 from account 11-8209-301.

**Background Information:**

After advertising for two consecutive weeks in the newspaper, staff received three sealed bids for this project on May 4, 2017. The bids were tabulated and reviewed by BW2 Engineers, and on May 19, 2017, a letter of recommendation was received from BW2 regarding Reynolds Asphalt Construction.

**Attachments/Supporting Documentation:**

- 1. BW2 Letter
- 2. Bid Tabulations

**Budget/Financial Impact:**

The widening portion of the project is funded by the Regional Toll Revenues received through Collin County and approved the Regional Transportation Council.

Balance in Account 21-8210-302	\$1,394,677.00
Contract Amount	(\$1,172,779.50)
Total	\$221,897.50

The repair portion of the project is funded by the City of Lucas yearly roadway maintenance funds.

Balance in Account 11-8209-301	\$741,150
Contingency Amount	(\$293,195)
Total	\$447,955

The exact combination of funds is not known at this time. Based on field conditions, staff will determine if an area is to be repaired or widened. Staff may need to request adjustments to the funding at a later date.



# City of Lucas

## City Council Agenda Request

### June 1, 2017

#### **Recommendation:**

City Staff recommends authorizing the City Manager to enter into a construction contract with Reynolds Asphalt Construction for the West Lucas Road Widening and Overlay Project (Bid 009-17).

#### **Motion:**

I make a motion to authorize the City Manager to enter into a construction contract with Reynolds Asphalt Construction for the West Lucas Road Widening and Overlay Project (Bid 009-17) to reconstruct and repair the roadway pavement from Country Club Road to Angel Parkway in an amount not to exceed \$1,172,779.50 from account 21-8210-302 plus a 25% contingency of \$293,195.00 from account 11-8209-301.



## BW2 ENGINEERS, INC.

May 19, 2017

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

Dear Stanton:

On Thursday, May 4, 2017, bids were received for the West Lucas Road Improvement project. Bids were received from three contractors. Several good bids for the project were received. Two of the bids were extremely good bids. It appears that the two low bidders were very aggressive in pursuing the project. Attached is a copy of the Bid Tabulation for the project showing the three bids received. Reynolds Asphalt and Construction was the low bidder for the project in the amount of \$807,802.00 for the base bid and \$364,977.50 for Alternate Bid No. 1.

Reynolds Asphalt Construction has been performing asphalt roadway construction projects in the Dallas-Ft. Worth area for many years and has the equipment and resources needed to complete the West Lucas Road Improvement project. They have an extensive history in this area for successfully completing these types of projects.

Based on the fact that they have the experienced personnel and the equipment to construct the project, it is recommended that the West Lucas Road Improvement project be awarded to Reynolds Asphalt Construction.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jim F. Waldbauer', is written over the typed name.

Jim F. Waldbauer, P.E.  
Project Manager

JFW:maw  
Enclosure

CITY OF LUCAS

WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT



BW2 Engineers, Inc.

Bid Opening: Thursday, May 4, 2017  
 Time: 2:00 PM  
 BW2 Project No. 13-1623

ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	Reynolds Asphalt & Construction		Pavecon Public Works		Oldcastle	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>Base Bid</b>									
1	Mobilization, Bonds, Insurance and all Permitting	L.S.	1	\$20,000.00	\$20,000.00	\$67,000.00	\$67,000.00	\$118,000.00	\$118,000.00
2	Temporary erosion control	L.S.	1	\$8,000.00	\$8,000.00	\$4,600.00	\$4,600.00	\$13,000.00	\$13,000.00
3	All Traffic Control Measures	L.S.	1	\$20,000.00	\$20,000.00	\$21,600.00	\$21,600.00	\$48,000.00	\$48,000.00
4	Unclassified Excavation	C.Y.	1,500	\$33.00	\$49,500.00	\$39.35	\$59,025.00	\$30.60	\$45,900.00
5	R&D Existing Asphalt Pavement	S.Y.	5,320	\$3.50	\$18,620.00	\$6.40	\$34,048.00	\$1.90	\$10,108.00
6	Remove Existing Road Signs	Ea.	4	\$250.00	\$1,000.00	\$120.00	\$480.00	\$85.00	\$340.00
7	R&D of Existing 24" CMP	L.F.	40	\$30.00	\$1,200.00	\$16.50	\$660.00	\$57.00	\$2,280.00
8	Asphalt Milling	S.F.	3,250	\$2.20	\$7,150.00	\$2.50	\$8,125.00	\$2.55	\$8,287.50
9	F&P 1-1/2" Type 'D' HMA Surface Course	S.Y.	19,815	\$7.50	\$148,612.50	\$8.00	\$158,520.00	\$9.27	\$183,685.05
10	F&P 3" Type 'D' HMA Course	S.Y.	6,605	\$14.60	\$96,433.00	\$14.40	\$95,112.00	\$18.25	\$120,541.25
11	F&P 4" Type 'B' HMA Binder Course	S.Y.	6,605	\$18.60	\$122,853.00	\$17.75	\$117,238.75	\$19.90	\$131,439.50
12	8" Thick Lime Stabilized Subgrade	S.Y.	7,455	\$6.50	\$48,457.50	\$9.80	\$73,059.00	\$12.45	\$92,814.75
13	F&P Hydrated Lime	Ton	179	\$160.00	\$28,640.00	\$155.00	\$27,745.00	\$163.41	\$29,250.39
14	F&P Tack Coat	Gal.	1,655	\$4.20	\$6,951.00	\$3.30	\$5,461.50	\$4.50	\$7,447.50
15	F&P Prime Coat	Gal.	1,985	\$3.80	\$7,543.00	\$2.85	\$5,657.25	\$5.60	\$11,116.00
16	Full Depth Asphalt Pavement Repair	S.Y.	925	\$80.00	\$74,000.00	\$72.50	\$67,062.50	\$100.26	\$92,740.50
17	F&I 4" Double Yellow Thermoplastic Solid Stripe	L.F.	2,725	\$3.00	\$8,175.00	\$2.20	\$5,995.00	\$1.14	\$3,106.50
18	F&I 4" Double Yellow Thermoplastic Broken/Solid Stripe	L.F.	3,325	\$2.20	\$7,315.00	\$1.60	\$5,320.00	\$0.86	\$2,859.50
19	F&I 12" Yellow Thermoplastic Solid Stripe	L.F.	335	\$5.90	\$1,976.50	\$4.40	\$1,474.00	\$4.00	\$1,340.00
20	F&I 6" White Thermoplastic Solid Lane Line Stripe	L.F.	2,050	\$2.20	\$4,510.00	\$1.65	\$3,382.50	\$0.80	\$1,640.00
21	F&I 6" White Thermoplastic Dashed Stripe	L.F.	560	\$4.50	\$2,520.00	\$3.30	\$1,848.00	\$1.14	\$638.40
22	F&I 4" White Thermoplastic Solid Edge Stripe	L.F.	6,915	\$1.50	\$10,372.50	\$1.10	\$7,606.50	\$0.70	\$4,840.50
23	F&I White Thermoplastic Pavement Directional Markings	Ea.	21	\$223.00	\$4,683.00	\$165.00	\$3,465.00	\$159.52	\$3,349.92
24	F&I 24" RCP, Class IV, including embedment	L.F.	47	\$160.00	\$7,520.00	\$125.00	\$5,875.00	\$273.45	\$12,852.15
25	F&I 18" RCP, Class IV, including embedment	L.F.	12	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$341.81	\$4,101.72
26	Construct TxDOT 24" PSET-SP Headwall	Ea.	1	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$2,962.35	\$2,962.35
27	Construct TxDOT 18" PSET-SP Headwall	Ea.	1	\$1,300.00	\$1,300.00	\$1,585.00	\$1,585.00	\$2,734.45	\$2,734.45
28	Construct TxDOT CH-PW-S Headwall	Ea.	1	\$6,200.00	\$6,200.00	\$3,740.00	\$3,740.00	\$11,393.55	\$11,393.55
29	F&P Block Sodding	S.Y.	5,650	\$7.00	\$39,550.00	\$5.50	\$31,075.00	\$4.96	\$28,024.00
30	F&P Hydromulch	S.Y.	17,000	\$1.80	\$30,600.00	\$1.35	\$22,950.00	\$0.63	\$10,710.00
31	F&I Road Sign Assembly	Ea.	26	\$820.00	\$21,320.00	\$685.00	\$17,810.00	\$575.38	\$14,959.88
				<b>Subtotal:</b>	<b>\$807,802.00</b>	<b>Subtotal:</b>	<b>\$860,520.00</b>	<b>Subtotal:</b>	<b>\$1,020,463.36</b>

<b>Add Alternate</b>									
A1	Add Alternate Temporary erosion control	L.S.	1	\$3,000.00	\$3,000.00	\$6,600.00	\$6,600.00	\$11,393.55	\$11,393.55
A2	Add Alternate Traffic Control Measures	L.S.	1	\$2,000.00	\$2,000.00	\$4,100.00	\$4,100.00	\$11,393.55	\$11,393.55
A3	Unclassified Excavation	C.Y.	840	\$33.00	\$27,720.00	\$39.35	\$33,054.00	\$30.50	\$25,620.00
A4	R&D Existing Asphalt Pavement	S.Y.	3445	\$3.50	\$12,057.50	\$6.45	\$22,220.25	\$13.68	\$47,127.60
A5	F&P 1-1/2" Type 'D' HMA Surface Course	S.Y.	10930	\$7.50	\$81,975.00	\$8.00	\$87,440.00	\$8.28	\$90,500.40
A6	F&P 3" Type 'D' HMA Course	S.Y.	3765	\$14.60	\$54,969.00	\$14.40	\$54,216.00	\$16.98	\$63,929.70
A7	F&P 4" Type 'B' HMA Binder Course	S.Y.	3765	\$18.60	\$70,029.00	\$17.75	\$66,828.75	\$19.87	\$74,810.55
A8	8" Thick Lime Stabilized Subgrade	S.Y.	4275	\$6.50	\$27,787.50	\$9.80	\$41,895.00	\$10.35	\$44,246.25
A9	F&P Hydrated Lime	Ton	103	\$160.00	\$16,480.00	\$155.00	\$15,965.00	\$163.41	\$16,831.23
A10	F&P Tack Coat	Gal.	925	\$4.20	\$3,885.00	\$3.30	\$3,052.50	\$4.02	\$3,718.50
A11	F&P Prime Coat	Gal.	1,135	\$3.80	\$4,313.00	\$2.85	\$3,234.75	\$5.41	\$6,140.35
A12	F&I 4" Double Yellow Thermoplastic Solid Stripe	L.F.	-25	\$1.40	-\$35.00	\$1.10	-\$27.50	\$1.14	-\$28.50
A13	F&I 4" Double Yellow Thermoplastic Broken/Solid Stripe	L.F.	4785	\$2.20	\$10,527.00	\$1.60	\$7,656.00	\$1.14	\$5,454.90
A14	F&I 12" Yellow Thermoplastic Solid Stripe	L.F.	-20	\$5.90	-\$118.00	\$4.40	-\$88.00	\$4.00	-\$80.00
A15	F&I 4" White Thermoplastic Solid Edge Stripe	L.F.	4765	\$1.50	\$7,147.50	\$1.10	\$5,241.50	\$0.70	\$3,335.50
A16	Furnish and Place Block Sodding	S.Y.	3500	\$7.00	\$24,500.00	\$5.65	\$19,775.00	\$5.13	\$17,955.00
A17	Furnish and Place Hydromulch	S.Y.	9,500	\$1.80	\$17,100.00	\$1.35	\$12,825.00	\$0.63	\$5,985.00
A18	F&I Road Sign Assembly	Ea.	2	\$820.00	\$1,640.00	\$685.00	\$1,370.00	\$575.38	\$1,150.76
				<b>Subtotal:</b>	<b>\$364,977.50</b>	<b>Subtotal:</b>	<b>\$385,358.25</b>	<b>Subtotal:</b>	<b>\$429,484.34</b>

Base Bid Total:	\$807,802.00	Base Bid Total:	\$860,520.00	Base Bid Total:	\$1,020,463.36
Add Alt. Bid Total:	\$1,172,779.50	Add Alt. Bid Total:	\$1,245,878.25	Add Alt. Bid Total:	\$1,449,947.70



# City of Lucas City Council Agenda Request June 1, 2017

Requester: Public Works Director/City Engineer Stanton Foerster

## **Agenda Item:**

Consider giving direction to the City Manager 1) to reserve funds for Orr Road and White Rock Trail projects; 2) to make repairs to various roadways; and 3) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017.

## **Background Information:**

Maintenance is needed on the following roadways:

- Blondy Jhune Road – 1,000 feet east of the west bridge project. From the west bridge to Winningkoff Road is one of the Neighborhood Connector Projects.
- Brookdale Park Road – 5,000 feet. There is some County and Hillwood funds available for this project.
- Daytona Avenue connects Trinity Park with E Lucas Rd (FM 3286) – 700 feet
- Fairbrook Circle – 1,700 feet
- Forest Grove Road – 4,000 feet east end
- Horseman Drive – 1,400 feet
- Lewis Lane – 3,700 feet
- Lynn Lane – 1,700 feet
- Orr Road – 330 feet. The County estimates our share to be \$4,500 for half of the materials for the 330-foot concrete section.
- Osage Lane – 2,800 feet
- Skyview Drive – 1,000 feet
- Snider Lane – 5,000 feet. This should wait until Lakeview Downs subdivision is completed.
- Stinson Road – 6,000 feet north of the bridge. The south end is one of the Neighborhood Connector Projects.
- W. Lucas Road – From Country Club Road to Angle Parkway is being repaired as part of the W. Lucas Road Widening Project.
- White Rock Trail – 1,400 feet of concrete
- Winningkoff Road – 3,800 feet (E. Lucas Road to the reverse curve) and 3,000 feet (Snider Lane to E. Winningkoff Road). The reverse curve to Snider Lane contains two of the Neighborhood Connector Projects.

## **Attachments/Supporting Documentation:**

NA



# City of Lucas

## City Council Agenda Request

### June 1, 2017

Item No. 10

**Budget/Financial Impact:**

Balance in Account 11-8209-301	\$741,150
Contingency Amount for W. Lucas Road Repairs	(\$293,195)
Orr Road Concrete	(4,500)
<u>Estimated White Rock Trail Repair Cost</u>	<u>(\$243,455)</u>
Total for Street Maintenance for Summer 2017	\$200,000

**Recommendation:**

Allow staff to reserve funds for Orr Road and White Rock Trail projects, and use the remaining \$200,000+/- to repair 4,500 linear feet of 20-foot wide pavement using one of the following options:

- Option 1 – Daytona Avenue, Fairbrook Circle, and Horseman Drive, \$166,000
- Option 2 – Forest Grove Road \$175,000
- Option 3 – 4,500 feet of Stinson Road \$200,000
- Option 4 – Skyview Drive and Osage Lane, \$166,000

**Motion:**

I make a motion to give direction to the City Manager:

- 1) to reserve funds for Orr Road and White Rock Trail projects;
- 2) to make repairs to the following roadways as part of the Street Maintenance for Summer 2017:

Blondy Jhune Road Brookdale Park Road Daytona Avenue Fairbrook Circle Forest Grove Road Horseman Drive Lewis Lane	Lynn Lane Osage Lane Skyview Drive Snider Lane Stinson Road White Rock Trail Winningkoff Road; and
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- 3) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017.





# City of Lucas Council Agenda Request June 1, 2017

Requester: City Attorney Joe Gorfida

## **Agenda Item:**

Consider adopting Ordinance 2017-06-00855 amending Chapter 5, Fire Prevention and Protection of the City's Code of Ordinances by approving the liquified petroleum gas safety rules that have been adopted by the Texas Railroad Commission.

## **Background Information:**

The purpose of adopting this ordinance is to clarify that the Texas Railroad Commission rules supersede any other ordinances adopted by the City. The City of Lucas, as well as other cities were named in a lawsuit, and as part of a Rule 11 Agreement, the City of Lucas agreed to adopt this ordinance to clarify that the Railroad Commission regulations take precedent over previously adopted City ordinances.

This ordinance has been reviewed and approved by the City Attorney.

## **Attachments/Supporting Documentation:**

1. Ordinance 2017-06-00855

## **Budget/Financial Impact:**

NA

## **Recommendation:**

Staff recommends adopting Ordinance 2017-06-00855 approving the liquified petroleum gas safety rules that have been adopted by the Texas Railroad Commission.

## **Motion:**

I make a motion to adopt Ordinance 2017-06-00855 amending Chapter 5, Fire Prevention and Protection of the City's Code of Ordinances approving the liquified petroleum gas safety rules that have been adopted by the Texas Railroad Commission.



**ORDINANCE 2017-06-00855**  
**[AMENDING CODE OF ORDINANCES, SECTION 5.03**  
**“FIRE CODE”]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 5 TITLED “FIRE PREVENTION & PROTECTION” BY ADDING A NEW ARTICLE 5.04 TITLED “LIQUEFIED PETROLEUM GAS” BY ADOPTING NEW LIQUEFIED PETROLEUM GAS SAFETY RULES, PREVIOUSLY ADOPTED BY THE TEXAS RAILROAD COMMISSION, INCLUDING ALL AMENDMENTS; BY RENUMBERING SECTION 5.05 TITLED “ACCUMULATIONS OF COMBUSTIBLE DEBRIS, WEEDS, GRASS OR BRUSH”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, under Section 113.051 of the Natural Resources Code, the Legislature has mandated that the Texas Railroad Commission “...promulgate and adopt rules or standards or both relating to any and all aspects or phases of the LPG industry that will protect or tend to protect the health, welfare, and safety of the general public”; and

**WHEREAS**, the Texas Railroad Commission has adopted Liquefied Petroleum Gas Safety Rules; and

**WHEREAS**, under Section 113.054 of the Natural Resources Code, the Texas Railroad Commission’s rules and standards “...preempt and supersede any ordinance, order, or rule adopted by a political subdivision of this state relating to any aspect or phase of the liquefied petroleum gas industry”; and

**WHEREAS**, the Section 113.054 of the Natural Resources Code authorizes the City to petition the Railroad Commission’s executive director for “... permission to promulgate more restrictive rules and standards ... if the political subdivision can prove that the more restrictive rules and standards enhance public safety;” and

**WHEREAS**, the City has not petitioned the Railroad Commission’s executive director for permission to promulgate more restrictive rules and standards;

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

**Section 1.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 5 titled “Fire Prevention & Protection” by adding a new Article 5.04 titled “Liquefied Petroleum Gas” and by renumbering Section 5.05 titled “Accumulations of Combustible Debris, Weeds, Grass or Brush”, to read as follows:

**“CHAPTER 5**

**FIRE PREVENTION & PROTECTION**

...

**ARTICLE 5.04 LIQUEFIED PETROLEUM GAS**

**Sec. 5.04.001 Adoption of Liquefied Petroleum Gas Safety Rules**

The City of Lucas hereby adopts the Liquefied Petroleum Gas Safety Rules previously adopted by the Texas Railroad Commission, including any and all future amendments thereto.

**Sec. 5.04.002 Exclusive regulation**

The Liquefied Petroleum Gas Safety Rules adopted under section 5.04.001 and the rules and standards, if any, promulgated with the permission of the Texas Railroad Commission’s executive director shall be the City’s exclusive regulations for Liquefied Petroleum Gas.

**Sec. 5.04.003 Construction of city codes**

All ordinances, orders, rules, or codes adopted by the City of Lucas shall be construed in a manner consistent with article 5.04 on all matters relating to Liquefied Petroleum Gas.

**Sec. 5.04.004 Conflict with city codes**

In the event of conflict between any ordinance, order, rule, or code adopted by the City and article 5.04, article 5.04 shall control.

**Sec. 5.04.005 Adoption of rules, regulations, policies, practices, procedures or standards**

City staff shall not adopt or enforce any rule, regulation, practice, policy, procedure, or standard that conflicts with article 5.04.

**Sec. 5.04.006 Construction consistent with Texas Railroad Commission**

Article 5.04 shall not be construed so as to conflict with the Texas Railroad Commission’s interpretation of the Liquefied Petroleum Gas Safety Rules, including any and all future amendments thereto.

**ARTICLE 5.05 ACCUMULATION OF COMBUSTIBLE DEBRIS, WEEDS, GRASS OR BRUSH**

...”

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

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

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

**Section 5.** 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 the in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 6.** 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 1<sup>st</sup> DAY OF JUNE, 2017.**

APPROVED:

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Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joseph J. Gorfida, Jr., City Attorney  
(05-16-2017/86328)

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Stacy Henderson, City Secretary



# City of Lucas

## City Council Agenda Request

### June 1, 2017

Item No. 12

Requester: Public Works Director/City Engineer Stanton Foerster

#### **Agenda Item:**

Consider authorizing the City Manager to amend, per Article XVIII 18.5 of the existing Rise Broadband Communications Facilities License Agreement to add and remove specific pieces of equipment from the Agreement based on a fix fee of \$100 per piece of equipment as needed and discuss renewal of the upcoming Communications Facilities License Agreement in June 2017.

#### **Background Information:**

In June of 2016, the City of Lucas entered into a Communications Facilities License Agreement with SKYBEAM, LLC doing business as RISE BROADBAND for a period of one year. The agreement is for three water tower locations in Lucas at a rate of \$400 per water tower. Rise Broadband, per Article XVIII Miscellaneous, 18.5 Amendments, has requested additional equipment on one of the water towers, and they have offered to pay the City an additional \$100 changing the rent for the McGarity water tower from \$400 to \$500 per month.

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

- a. Communications Facilities License Agreement
- b. Request from Rise Broadband

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

Additional revenue in account 11-4931 Rental Income in the amount of \$100 per month.

#### **Recommendation:**

NA

#### **Motion:**

I make a motion to authorize the City Manager to amend, per Article XVIII 18.5, the Rise Broadband Communications Facilities License Agreement to add and remove specific pieces of equipment from the Agreement based on a fix fee of \$100 per piece of equipment as needed.

**EXHIBIT "A"**

**STATE OF TEXAS**

**COMMUNICATIONS FACILITIES  
LICENSE AGREEMENT**

**COUNTY OF COLLIN**

This Communications Facilities License Agreement ("Agreement") is made by and among the City of Lucas, Texas (the "City") and SKYBEAM, LLC d/b/a RISE BROADBAND ("Licensee") (collectively, the "Parties"), acting by and through their duly authorized representatives.

**Article I  
Term**

The Term of this Agreement shall be one (1) year, commencing on the date this Agreement is signed by all parties (the "Commencement Date"), and terminating at Midnight on the last day of the twelfth full month following the Commencement Date.

**Article II  
Premises**

The City is the owner of parcels of land and three (3) Water Towers known as (1) the McGarity Tower located at 2295 McGarity Lane; (2) the Winningkoff Tower located on East Winningkoff Road, 1440 east of Winningkoff Road; and (3) the Public Works Tower located at 325 W. Lucas Road (all collectively referred to as "Water Towers" and individually referred to as "Facility") located in the City of Lucas, Collin County, State of Texas, (the Water Towers and Land are collectively, the "Property" or the "Premises"). The Property is more particularly described in Exhibits "A" through "C," which are attached hereto and incorporated herein. The City hereby leases to Lessee, and Lessee hereby leases from the City, space on the Water Towers and all access and utility easements, if any, (collectively, the "Premises").

**Article III  
Permitted Use**

The Premises may be used by Licensee only for permitted uses, which are (i) the transmission and reception of communications signals; (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings; and, (iii) activities related to any of the foregoing.

**Article IV  
Rent**

Upon the Commencement Date, Licensee shall pay to the City, as rent, Four Hundred Dollars (\$400.00), per month ("Rent") per Facility. Rent shall be payable on the first day of the

month, in advance, to the City, at the following address: City of Lucas, Attention: City Manager, 665 Country Club Road, Lucas, Texas 75002-7651.

**Article V**  
**Improvements; Utilities; Access**

(a) Licensee has the right to erect, maintain and operate on the Premises antennae facilities, including without limitation utility lines, transmission lines, electronic equipment, connecting cables and supporting equipment and structures thereto ("Licensee Facilities"), which facilities are depicted in the schematic or diagrams shown on the attached Exhibit "D." All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensee shall not damage, injure or impair any facilities or equipment on the Towers and Premises in the erection, installation, construction or maintenance of Licensee's Facilities and shall indemnify, hold harmless and defend the City from any and all loss, damage or injury caused in whole or in part by Licensee or its agents, representatives or employees in this regard.

(b) Licensee, Licensee's employees, agents and subcontractors shall have access to the Premises with prior notice to the City twenty-four (24) hours a day, seven (7) days a week. If the City is contacted by Licensee after normal business hours of the City, the Licensee shall reimburse the City for the actual cost of any the City's personnel necessary for Licensee's access.

(c) The City shall maintain existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. The City shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Licensee's use of such roadways.

(d) The City reserves the right to perform maintenance on the Water Towers, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the Water Towers. If maintenance work is required, the City agrees to provide Licensee with reasonable notice of not less than ninety (90) days prior to commencing such work to allow Licensee to remove any and all of Licensee's antennas and equipment as may be necessary provided the City makes best efforts to provide Licensee with sufficient notification of the intended work and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its antennas and equipment, or otherwise to secure the antennas or the communication facilities generally, to protect them from damage and allow Licensee to continue to operate. Licensee will be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by the City as diligently and expeditiously as possible. However, subject to the above, the City will not be responsible for system outages of up to thirty (30) days resulting from the City's need for unusually extensive maintenance and any inability of the City to accommodate a relocation of Licensee's antennas to keep them operational.

(e) The City reserves the right to require Licensee to relocate its Facilities to another location on the Water Towers. Licensee shall complete the relocation of its Facilities within thirty (30) days after written notice from the City. The relocation shall be at Licensee's expense, unless the City's relocation requirement results from the City's desire to lease space on the Water Towers to non-governmental third-party users. In that case, the third-party user shall be obligated to reimburse Licensee the reasonable relocation costs of Licensee.

## **Article VI Interference**

(a) Licensee shall not interfere with the operation of (i) any radio equipment of the City presently situated on the Water Towers or the Property or (ii) equipment situated on the Water Towers or the Property by other operators of radio equipment at the Water Towers site which is employed in Permitted Uses, including water systems, and which are in existence on the Commencement Date of this Agreement ("Present Operators") ("Harmful Interference"). Licensee shall coordinate with the City and all Present Operators to insure that Licensee's frequencies and antenna locations will be compatible with those of the City and Present Operators.

(b) In addition, in the event the City desires to install new or additional radio communications equipment at the Water Towers site in the future, Licensee agrees to cooperate with the City in the remedying of any radio interference with said radio equipment, however, in no event shall Licensee be required to cease its activities or move its antennas or equipment on the Water Towers site or relocate the equipment shelter unless such interference is sufficient to disrupt police, fire, public works, any City communications or other emergency communications ("Emergency Interference").

(c) In the event there is Harmful Interference to said electronic equipment, Licensee will promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all reasonable steps to eliminate said Harmful Interference within ten (10) days after notice from the City or such other operator to Licensee advising of the Harmful Interference. If said Harmful Interference cannot be eliminated within thirty (30) days of notice thereof, Licensee agrees to suspend operations (transmissions) at the site while the Harmful Interference problems are studied and a means found to mitigate them. If said Harmful Interference cannot be eliminated, then Licensee shall, without penalty or further liability, terminate this Agreement upon immediate notice to the City and remove its equipment shelter and its Antenna Facilities, concrete pad, cables and any other Licensee owned equipment from the City's property.

(d) In the event there is Emergency Interference to said electronic equipment, Licensee shall immediately suspend operations (transmissions) at the Water Towers site and promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all such steps as are necessary to eliminate said Emergency Interference. If within sixty (60) days said Emergency Interference cannot be eliminated, then Licensee may, at



its sole election and without penalty or further liability, terminate this Agreement upon notice to the City and remove its equipment shelter and its Antenna Facilities from the Property.

(e) During the term of this Agreement and any extension thereof, the City shall from time to time lease additional space on the Water Towers site and on the Property and may grant to such licensees the same non-exclusive easements for access and utilities as are above granted to Licensee. Such licensees' intended use of the property leased to them may be similar or substantially the same as the above described use by Licensee. The City shall not be responsible to Licensee for the activities of any other such user as such may affect Licensee. However, the City shall cause all subsequent users of the Water Towers site to agree to a clause similar to this Article VII herein, promising to immediately eliminate interference if said user's equipment should interfere with that of Licensee, or any other user of the Water Towers site and providing that all then existing licensees and Present Operators on the Water Towers site and at the Premises are third-party beneficiaries of such agreement which may be enforced directly by Licensee and/or any other licensee or user. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury to Licensee and, therefore, Licensee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action against the interfering party to enjoin such interference. In the event Licensee and the interfering party fail to eliminate such interference, Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to the City with no further obligation or liability between the City and Licensee.

(f) Licensee shall have the sole burden of, and be responsible for all costs associated with alleging and proving that another user, including city owned equipment of the Premises is causing significant interference, or for otherwise enforcing Licensee's rights under this Agreement. The City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises or enforcement of any of Licensee's rights under this Agreement.

#### **Article VII Taxes**

Licensee shall be responsible for and pay any taxes directly attributable to the Licensee Facilities or Licensee's use of the Property.

#### **Article VIII Condition of Site**

Licensee accepts the Premises as is, in its current condition, and the City makes no representations or warranties, and hereby disclaims any and all such representations or warranties, express or implied, of any kind or nature, with regard to the Facilities and the Premises. The City shall maintain the Premises in compliance with all applicable statutes, regulations and rules, and in a manner which will not interfere with Licensee's reasonable use of the site. Upon expiration, cancellation, or termination of this Agreement, the Licensee shall remove its equipment, antenna systems and structures from the Premises at Licensee's sole cost and expense. However, upon vacation of this site, Licensee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear, as determined by the City. If, as determined by the

City, the Premises are not surrendered in satisfactory condition, the Licensee shall be liable to the City for an amount representing the actual cost to restore the Premises to substantially the same condition as received. In the event of Licensee's timely failure to remove its equipment, antenna systems, and structures, the City may do so at its expense and retain and sell any such equipment, antenna systems, and structures in compensation for any past due obligations. Licensee hereby grants and conveys a lien on all equipment, antenna systems and structures installed and used at the Premises for such purposes, enforceable without judicial intervention, perfected by written notice to Licensee to cure its default within ten (10) days of such notice. Any permanent improvements or fixtures installed on the Premises by Licensee shall become the property of the City upon the expiration of this Agreement.

### **Article IX Termination**

(a) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows:

- (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is twenty (20) business days from receipt of notice;
- (ii) by the Licensee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of Licensee's Facilities;
- (iii) by City if the City decides in its sole discretion and for any reason, to redevelop the Premises and/or discontinue use of the Water Towers;
- (iv) by City if it determines, in its sole discretion and for any reason, that the Water Towers are structurally unsound or otherwise not suitable for Licensee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Water Towers from any source, or factor relating to condition of the Water Towers;
- (v) by City if it determines in its sole discretion that continued use of the Water Towers by Licensee is in fact a threat to health, safety or welfare or violates applicable laws or ordinances; or
- (vi) by City at its sole discretion if Licensee loses its license to provide service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license.

(b) Notice of Licensee's termination pursuant to paragraph X(a) shall be given to City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be

retained by City. Upon such termination, the Agreement shall become null and void and the parties shall have no further obligations to each other, except that rental payments to the City shall continue as liquidated damages for the remainder of the term of this Agreement, not to exceed 150% of the annual rent for the year in which such termination occurs.

#### **Article X Destruction or Condemnation**

If the Premises or Licensee Facilities are materially damaged, abandoned, removed, destroyed, condemned or transferred in lieu of condemnation, the City or Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other party no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If the City undertakes to rebuild the Water Towers, the City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Licensee is able to secure a replacement transmission location or the reconstruction of Licensee's Facilities is completed.

#### **Article XI Insurance**

Licensee, at Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Licensee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Licensee, its employees and agents arising out of or in connection with Licensee's use of the Premises, all as provided for herein. The City shall be named as an additional insured on Licensee's policy. Licensee shall provide to the City a certificate of insurance evidencing the coverage within thirty (30) days prior to the Commencement Date.

#### **Article XII Warranty of Title and Quiet Enjoyment**

The City warrants that: (i) the City owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) the City has full right to make and perform this Agreement; and (iii) the City covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises.

#### **Article XIII Repairs**

Licensee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Licensee. Except as set forth in Article VI(a) above, upon expiration or termination hereof, Licensee shall restore the

Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control accepted.

**Article XIV  
Hazardous Substances**

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. City and Licensee agree to assume all duties, responsibilities and liabilities at their sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to

(i) each party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or  
(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The provisions of this section will survive the expiration or termination of this Agreement.

**XV  
Liability and Indemnity**

(a) Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify the City against any loss, damage, cost, or expense which may be sustained or incurred by the City as a result of Licensee's installation, operation, or removal of said improvements, except where caused in whole or in part by the gross negligence or willful misconduct of the City, its agents, servants or employees.

(b) Licensee agrees and is bound to indemnify, defend, and hold the City whole and harmless against any and all claims for any loss or damages that may arise out of the use, maintenance, and occupancy of Licensee's Facilities and use of the Premises by Licensee, except where caused in whole or in part by the gross negligence or willful misconduct of the City, its agents, servants or employees.

(c) Licensee agrees that Licensee shall indemnify, defend, release, acquit, and hold free and harmless the City, its agents, representatives and employees from and against any and all claims, demands, causes of action, liabilities, losses, and damage, whether asserted by Licensee, its agents, representatives or employees, or any third party which in any ways relates to or arises from Licensee's Facilities or the installation or maintenance thereof, or from Licensee's entry onto and utilization of the Property, including but not limited to claims or causes of action alleging that loss, injury or damage were caused in whole or in part by the City's negligence.

**Article XVI**  
**Water Towers Marking and Lighting Requirements.**

The City acknowledges that it, and not Licensee, shall be responsible for compliance with all Water Towers marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Licensee be cited by either the FCC or FAA because the Water Towers are not in compliance due to Licensee's Facilities and, should Licensee fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, City may terminate this Agreement.

**Article XVII**  
**Public Emergency**

The Parties understand and agree that the primary function of the Property is to serve as a water tower for the City and that the interests of Licensee are superseded by the public health, safety, and welfare of the citizens of the City of Lucas served by the Water Towers. In the event that the City of Lucas City Council or the City Manager declare a public emergency or there exists a threat to the Water Towers or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, Licensee shall immediately remove its improvements from the Leased Premises. In the event Licensee is not able to immediately respond, the City may remove Licensee's improvements without incurring liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by Licensee.

**Article XVIII**  
**Miscellaneous**

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

18.2 Assignment/Subletting. Licensee may not assign nor sublet this Agreement in whole or in part without the prior written consent of City. In the event of an assignment or sublet by Licensee to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

18.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

If intended for City,  
to: City of Lucas  
Attn: City Manager 665  
Country Club Road Lucas,  
Texas 75002 Facsimile:  
(972) 727-0091

With a copy to:  
Joe Gorfida Jr.  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Lincoln Plaza, 500 N. Akard  
Dallas, Texas 75201  
Facsimile: 214.965.0010

SKYBEAM, LLC d/b/a RISE BROADBAND  
Attn: Contract Administration  
61 Inverness Dr. E, Suite 250  
Englewood, Colorado 80112

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

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

18.10 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

18.11 Compliance with Federal, State & Local Laws. Licensee shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.



**EXHIBIT A**  
**McGarity Water Tower Legal Description**

EXHIBIT "A"

Being a 2.000 acre tract of land situated in the WILLIAM SNYDER SURVEY, ABSTRACT NO. 821, City of Lucas, Collin County, Texas and being part of a tract of land conveyed to G. Ward Paxton, by deed recorded in County Clerk File No. 94-0011304, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of said G. Ward Paxton tract, said iron rod also located in the south Right Of Way Line of F.M. Highway No. 2170;

THENCE S 00° 52'08" E, departing the said south Right Of Way Line of F.M. Highway No. 2170, and along the east line of said G. Ward Paxton tract and the west line of a tract of land conveyed to Robert Kubicek, by deed recorded in Volume 2441, Page 616, of the Deed Records of Collin County, Texas (D.R.C.C.T.), a distance of 606.60 feet to a 1/2" iron rod found for corner;

I HENCE S 00° 51'14" E, passing at a distance of 1699.07 feet a 1/2" iron rod set, in all a distance of 1994.27 feet to a 1/2" iron rod found for the southeast corner of the said G. Ward Paxton tract, said point also located in the north Right Of Way Line of McGarity Lane, and the POINT OF BEGINNING for the herein described 2.000 acre tract;

THENCE S 89° 34'11" W, along the north line of said McGarity Lane and the south line of said G. Ward Paxton tract, a distance of 296.25 feet, to a 1/2" iron rod set for corner,

THENCE N 00° 25'49" W, departing the north line of said McGarity Lane and the south line of said G. Ward Paxton tract, a distance of 295.16 feet, to a 1/2" iron rod set for corner;

THENCE N 89° 34'11" E, a distance of 294.07 feet, to a 1/2" iron rod set for corner, said point located in the east line of said G. Ward Paxton tract and the west line of a tract of land conveyed to Juliette Fowler Homes by deed recorded in Volume 816, Page 165, of the Deed Records of Cain County, Texas (D.R.C.C.T.);

THENCE S 00° 51'14" E, along the east line of said G. Ward Paxton tract and the west line of the said Juliette Fowler Homes tract, a distance of 295.17 feet, to the POINT OF BEGINNING and containing 2.000 acres, or 87,120 square feet of land more or less.



**EXHIBIT B**  
**Winningkoff Water Tower Legal Description**

Being a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, and being part of a 224.497 acre tract conveyed to the North Texas Municipal Water District by deed recorded in Volume 1326, Page 253, of the deed records of Collin County, Texas, and being more particularly described as follows:

**Beginning** at a point for corner located North 89° 37' 10" West 1599.37 feet and North 0° 40' 50" West a distance of 285.00 feet to a point for corner;

**Thence South** 89° 37' 10" East a distance of 152.84 feet to a point for corner;

**Thence South** 0° 40' 50" East a distance of 285.00 feet to a point for corner located 35.00 feet from the south line of said 224.497 acre tract;

**Thence North** 89° 37' 10" West 35.00 feet from and parallel to said south line a distance of 152.84 feet to the point of beginning and containing 1.00 acres of land.

**EXHIBIT C**  
**Public Works Water Tower Legal Description**

SITUATED in Collin County, Texas, in the James Lovelady Survey, Abstract No. 538 and being a resurvey of a one acre tract reputed to have been conveyed by J. E. Stratton to Collin County by unrecorded deed less a strip about 30 feet wide off the north end of same conveyed to the State of Texas for Highway right-of-way:

**BEGINNING** at an iron stake by an old Bois d'arc corner post at the southeast corner of said 1.00 acre;

**THENCE North** 89° -38' West, with an established fence, 211.0 feet to an iron pipe driven in the base of a Bois d'arc tree at the southwest corner of said 1.00 acre;

**THENCE North** 0° -20' East 184.5 feet to a point in the south line of F. M. Highway 1378; from which an iron stake for reference bears South 5.0 feet;

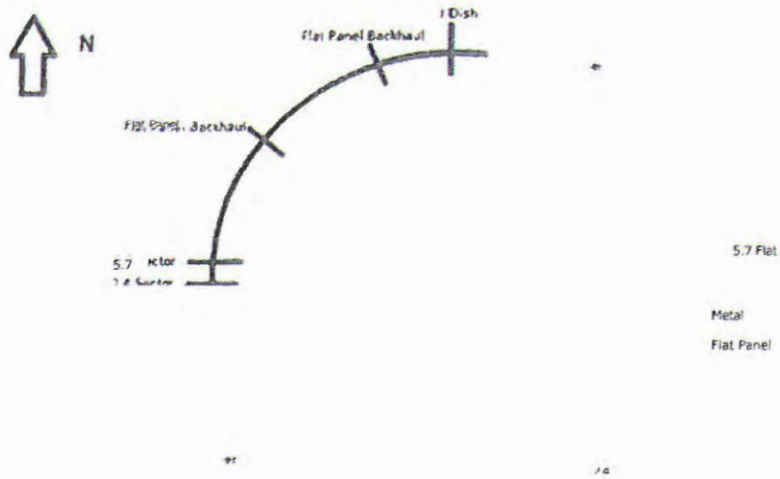
**THENCE South** 89° -14' East, with the Highway south line, 210.0 feet to an iron stake therein and in the East line of said 1.00 acre;

**THENCE South** 0° -39' East, with an established fence line, 183.0 feet to the place of **BEGINNING**:

**CONTAINING 0.89 acres**

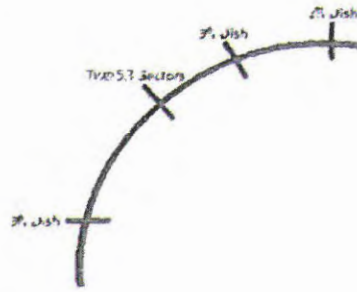
**EXHIBIT D**  
**License Facilities**

**Lucas McGarity 2295 McGarity Ln**



# EXHIBIT D License Facilities

Lucas Winningkoff- 745 E Winningkoff Rd

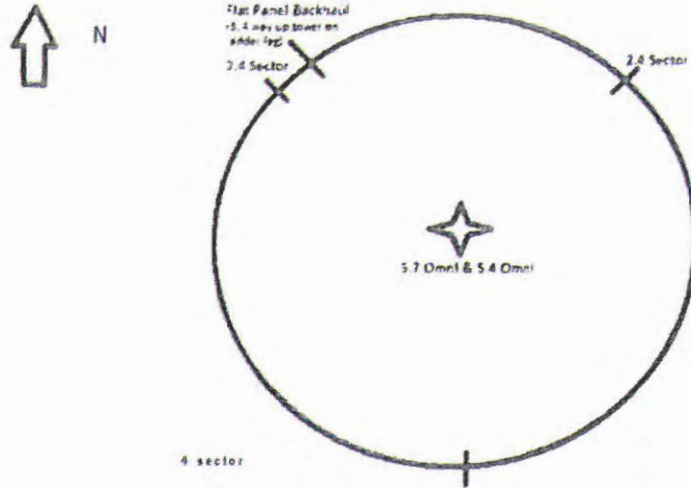


Two 5.7 Sectors

7  
2.4

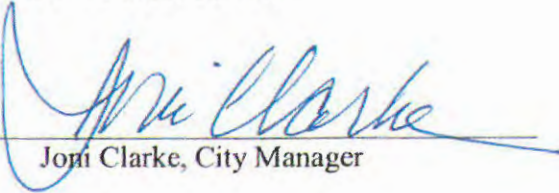
**EXHIBIT D**  
**License Facilities**

**Lucas Public Works- 325 W Lucas Rd**

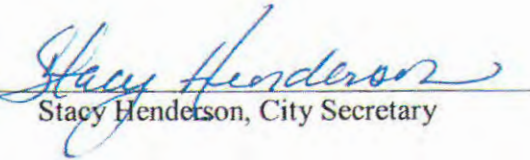


SIGNED AND AGREED, this 21<sup>st</sup> day of April, 2016.

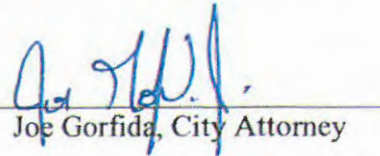
CITY OF LUCAS, TEXAS

By:   
Joni Clarke, City Manager

ATTEST:

By:   
Stacy Henderson, City Secretary

APPROVED AS TO FORM:

By:   
Joe Gorfida, City Attorney

**Lessee:**  
Skybeam, LLC d/b/a Rise Broadband

By: 

**Name:** Martin Garrity  
VP Network Planning, Engineering and Construction

**Date:** 6/17/10



## FIRST AMENDMENT TO THE LEASE AGREEMENT

**THIS FIRST AMENDMENT** (the "Amendment") is made and entered into as of the 15<sup>th</sup> day of May, 2017 (the "Amendment Effective Date"), between the City of Lucas ("Lessor"), and Skybeam, LLC d/b/a Rise Broadband, on behalf of itself and its subsidiaries ("Lessee").

### RECITALS

**WHEREAS**, Lessor and Lessee are parties to that certain Communications Facilities License Agreement dated the 17<sup>th</sup> day of June, 2016 (the "Agreement"), whereby Lessor granted to Lessee certain rights to use of the property located at 2295 McGarity Lane, Lucas, TX, as more specifically described in the Agreement and any attachments thereto (the "Property"); and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth in this Amendment and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

**1. Rent.** As of the Amendment Effective Date, Article IV of the Agreement is hereby modified with the following:

**PAYMENTS.** In consideration for Lessee's use of the McGarity Water Tower, Lessee will pay to Lessor a monthly lease payment of **\$500.00** (the "Monthly Payment"), such payments to be made on or before the 5th of each month. Lessor grants Lessee permission to make the following equipment changes on this site:

- Addition of 2' Radiowaves dish w/ Cambium 820S antenna
- Addition of 2' SAF dish/radio
- Removal of 2' PTP230 dish/antenna

**2. Miscellaneous.**

- a. Except as expressly defined in this Amendment, each defined term used herein has the same meaning given to such term in the Agreement.
- b. Except as otherwise expressly provided for in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
- c. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- d. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Amendment as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

**Lessee:**  
Skybeam, LLC d/b/a Rise Broadband

**Lessor:**  
City of Lucas

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Martin Garrity

**Name:** \_\_\_\_\_

**Title:** VP Network Deployment

**Title:** \_\_\_\_\_

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

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





# City of Lucas Council Agenda Request June 1, 2017

Requester: Mayor Jim Olk  
City Manager Joni Clarke

## Agenda Item:

Consider the provision of law enforcement services for the City of Lucas and provide guidance to staff.

## Background Information:

The City of Lucas and Collin County Sheriff's Office have enjoyed a mutually beneficial relationship since the two entities entered into an interlocal agreement for law enforcement services 13 years ago. Sheriff Skinner appeared before the City Council on March 16, 2017 to discuss the staffing needs and the challenges associated with providing law enforcement services to the citizens of Collin County.

The Lucas City Council is evaluating options for the provision of law enforcement services. The City's current agreement with Collin County expires on September 30, 2017.

## Attachments/Supporting Documentation:

NA

## Budget/Financial Impact:

The City of Lucas included in the City's fiscal year 16/17 budget \$97,700 for the dedicated deputy plus \$13,000 for extra patrol hours for a total of \$110,700.

## Recommendation:

This item is being placed on the agenda to allow for discussion regarding the status of the law enforcement agreement negotiations.

## Motion:

NA



# City of Lucas Council Agenda Request June 1, 2017

Requester: Mayor Jim Olk

**Agenda Item:**

**Executive Session:**

- A. The City Council will convene into executive session pursuant to Section 551.072 to deliberate the lease of real property located within the City of Lucas and pursuant to Section 551.087(2) to deliberate the offer of a financial incentive with Sana Properties.

**Background Information:**

NA

**Attachments/Supporting Documentation:**

NA

**Budget/Financial Impact:**

NA

**Recommendation:**

NA

**Motion:**

NA



# City of Lucas Council Agenda Request June 1, 2017

Requester: Mayor Jim Olk

**Agenda Item:**

Reconvene into open session and take any action necessary as a result of the Executive Session.

**Background Information:**

NA

**Attachments/Supporting Documentation:**

NA

**Budget/Financial Impact:**

NA

**Recommendation:**

NA

**Motion:**

NA