



# AGENDA

## City of Lucas City Council Meeting April 5, 2018

**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, April 5, 2018 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. Service Tree Certificate presented to Tracy Matern

### **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. Consent Agenda.**

- A. Approval of the minutes of the March 15, 2018 City Council meeting. **(City Secretary Stacy Henderson)**
- B. Approval of the Communications Facilities License Agreement between the City of Lucas and Skybeam, LLC d/b/a Rise Broadband for use of the McGarity and Winningkoff water towers for placement of equipment to provide internet service to Lucas residents. **(Special Projects Coordinator Cathey Bonczar)**
- C. Consider the request by Cliff Gillespie on behalf of Lucas Village I, LLC for approval of a landscape plan and irrigation plan for Lot 1, Block A of the Lucas Plaza Addition located at 501 Angel Parkway. **(Development Services Director Joe Hilbourn)**
- D. Consider the request by James Roberts on behalf of Goose Real Estate for approval of a final minor plat for Logan Ford Ranch Phase 5, a tract of land being 6.207 acres of a 110.117 tract of land situated in the Calvin Boles Survey Abstract Number 28. **(Development Services Director Joe Hilbourn)**
- E. Consider the request by James Roberts on behalf of Goose Real Estates for approval of a final minor plat for Logan Ford Ranch Phase 6, a tract of land being 2.293 acres of a 110.117 tract of land situated in the Calvin Boles Survey Abstract Number 28. **(Development Services Director Joe Hilbourn)**

### **Regular Agenda**

- 4. Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program: **(Mayor Jim Olk)**
  - Olivia Porsch – Lovejoy High School – Studying the Gospels
  - Jerad King – Lovejoy High School – Environmentalism
- 5. Consider authorizing the City Manager to use the following roadway design elements in the Blondy Jhune Road project from the west bridge to Winningkoff Road: 1) 28-foot asphalt, 2) 24-foot concrete, and 3) 24-foot with two-foot concrete ribbons on each side of a 20-foot asphalt section. **(Public Works Director/City Engineer Stanton Foerster)**
- 6. Update the City Council regarding TxDOT requirements and provide direction to the City Manager regarding the opportunity to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection and make improvements to the northwest corner of the same intersection. **(Public Works Director/City Engineer Stanton Foerster)**
- 7. Consider authorizing the City Manager to enter into an agreement for the construction of the Stinson Road Paving and Drainage Improvements project with the lowest responsible bidder, Camino Construction, LP in an amount not to exceed \$391,572 plus a 25% contingency in the amount of \$97,000.00 for a total of \$488,572.00 and allocate funding. **(Public Works Director/City Engineer Stanton Foerster)**

8. Consider the City Council meeting schedule for July 2018. (Mayor Jim Olk)

**Executive Session**

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.

9. The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the sale, purchase, exchange, lease or value of real property on W. Lucas Road in the City of Lucas.
10. Adjournment.

**Certification**

*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on March 29, 2018.*

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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

### April 5, 2018

Item No. 01

Requester: Mayor Jim Olk

#### **Agenda Item:**

Citizen Input

#### **Background Information:**

NA

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

NA

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

NA

#### **Recommendation:**

NA

#### **Motion:**

NA



# City of Lucas Council Agenda Request April 5, 2018

Item No. 02

Requester: Mayor Jim Olk

## **Agenda Item:**

2. Items of Community Interest.

A. Service Tree Certificate presented to Tracy Matern

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request April 5, 2018

Item No. 03

Requester: City Secretary Stacy Henderson, Special Projects Coordinator Cathey Bonczar,  
Development Services Director Joe Hilbourn

## **Consent Agenda Items:**

3. Consent Agenda:
  - A. Approval of the minutes of the March 15, 2018 City Council meeting.
  - B. Approval of the Communications Facilities License Agreement between the City of Lucas and Skybeam, LLC d/b/a Rise Broadband for use of the McGarity and Winningkoff water towers for placement of equipment to provide internet service to Lucas residents.
  - C. Consider the request by Cliff Gillespie on behalf of Lucas Village I, LLC for approval of a landscape plan and irrigation plan for Lot 1, Block A of the Lucas Plaza Addition located at 501 Angel Parkway.
  - D. Consider the request by James Roberts on behalf of Goose Real Estate for approval of a final minor plat for Logan Ford Ranch Phase 5, a tract of land being 6.207 acres of a 110.117 tract of land situated in the Calvin Boles Survey Abstract Number 28.
  - E. Consider the request by James Roberts on behalf of Goose Real Estates for approval of a final minor plat for Logan Ford Ranch Phase 6, a tract of land being 2.293 acres of a 110.117 tract of land situated in the Calvin Boles Survey Abstract Number 28.

## **Background Information:**

### Agenda Item 3B:

On April 21, 2016 a license agreement with Rise Broadband was signed for a one (1) year term, with a rental of \$400 per month, per tower that included the McGarity tower, the Winningkoff tower and the Public Works tower located at 325 W. Lucas Road. The Public Works water tower has since been demolished. On May 15, 2017 an amendment to the lease agreement with Rise Broadband was entered into increasing the monthly payment for the McGarity tower to \$500 per month for the addition of three pieces of equipment.

Rise Broadband has requested to add additional equipment to the Winningkoff tower. This new agreement is for a three (3) year term with the option of two (2) additional one (1) year terms at the rental of \$500 per month for the Winningkoff tower and \$500 per month for the McGarity tower.



# City of Lucas Council Agenda Request April 5, 2018

Item No. 03

## Agenda Item 3C:

This site has an approved site plan, specific use permit and preliminary plat. The site is 1.26 acres zoned Commercial Business. Three sides of this project are abutting a commercial district limiting the required amount of landscaping and screening required. Parking lot screening requires one (1) shade tree and eight (8) shrubs for each twenty (20) linear feet of perimeter. The applicant has proposed 88 bushes provided and 56 required. During the site plan and specific use permit process, the developer was asked to move the shade trees to the rear of the building to create a buffer with the properties to the east. Interior landscaping required is 5 percent based on the parking lot size, and 8 percent is being provided. Landscape irrigation is required for all bushes, trees, and required greenspace. The proposed plan covers irrigation for all landscaping, trees, bushes, and greenspace areas. The Planning and Zoning Commission approved this plat at their March 8, 2018 meeting.

## Agenda Item 3D:

The proposed plat is for three lots consisting of 6.207 acres of land with a remainder of 103.9 acres. This plat requires Planning and Zoning and City Council approval due to the right-of-way dedication. The road will be improved as part of a development agreement for Phase 2 of Logan Ford Ranch. The only improvements for the site are water line laterals and transformers. The Planning and Zoning Commission approved this plat at their March 8, 2018 meeting.

## Agenda Item 3E:

The proposed plat is for three lots consisting of 2.293-acres of land with a remainder of 101.6 acres. This plat requires Planning and Zoning and City Council approval due to right-of-way dedication. The road will be improved as part of a development agreement for phase 2 of Logan Ford Ranch. The only improvements for the site are water line laterals and transformers. The Planning and Zoning Commission approved this plat at their March 8, 2018 meeting.

## **Attachments/Supporting Documentation:**

1. Minutes of the March 15, 2018 City Council meeting
2. Communications Facilities License Agreement between the City of Lucas and Skybeam, LLC d/b/a Rise Broadband
3. Lucas Plaza – Landscape and Irrigation Plan
4. Logan Ford Ranch Phase 5 Final Plat
5. Logan Ford Ranch Phase 6 Final Plat



# City of Lucas Council Agenda Request April 5, 2018

Item No. 03

## **Budget/Financial Impact:**

NA

## **Recommendation:**

City Staff recommends approval of the Consent Agenda.

## **Motion:**

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





**City of Lucas  
City Council Meeting  
March 15, 2018  
7:00 P.M.**

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

**Call to Order**

Mayor Olk called the meeting to order at 7:00 p.m.

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
Councilmember Wayne Millsap  
Councilmember Philip Lawrence

**Staff Present:**

City Manager Joni Clarke  
Special Projects Coordinator Cathey Bonczar  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Fire Chief Ted Stephens  
Assistant Fire Chief Lance Gant

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

**Citizen Input**

**1. Citizen Input.**

Ilene Mougel of 651 Stinson Road expressed her gratitude to Lucas Fire Rescue for coming to her house to fix her smoke detector. She also thanked Public Works Director/City Engineer Stanton Foerster for filling the pot holes on Stinson Road, and requested that Council consider a turn lane at the south end of Stinson Road.

**Community Interest**

**2. Community Interest.**

Mayor Olk reminded everyone of the upcoming open house meetings scheduled for April 19, 2018 for Blondy Jhune Road, May 3, 2018 for Winningkoff Road, and May 17, 2018 for Stinson Road.

Mayor Pro Tem Peele reminded everyone about the upcoming Founders Day event. She noted that the City was accepting stick horse donations and also discussed the new addition of the Pony Hop event at Founders Day.

Councilmember Fisher extended her congratulations to Councilmember Lawrence's son for being appointed to the All-District second team and as a member of the All-District Academic team. She also congratulated the members of the Lovejoy basketball team who earned All-District honors.

## Consent Agenda

### 3. Consent Agenda.

- A. Approval of the minutes of the March 1, 2018 City Council meeting.
- B. Consider approval of the Interlocal Agreement for Emergency Medical Services between the City of Lucas and Lovejoy Independent School District for EMS services at all school district football games.

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

## Public Hearing Agenda

Agenda items 4, 5, and 6 were read into the record and one public hearing was conducted for all three items.

- 4. **Public hearing to consider adopting Ordinance 2018-03-00879 approving the zoning of a recently annexed parcel of land from AO to R-1 consisting of approximately 36.84 acres of land out of the James M. Snider Survey, Abstract No. 824, in Collin County, Texas, as described in volume 924, page 443, and generally located on the south side of Estates Parkway, one-half mile west of the intersection of Ingram Road and Estates Parkway (also commonly known as Claremont Springs, Phase 1) and consisting of approximately 24 lots, in the City of Lucas, Texas.**

Development Services Director Joe Hilbourn gave an overview of the rezoning of this recently annexed parcel of land, noting that this was the second public hearing for this request.

- 5. **Public hearing to consider adopting Ordinance 2018-03-00878 approving the zoning of a recently annexed tract of land from AO to R-1 consisting of approximately 62.97 acres of land out of the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, as described in Volume 549, Page 333, and generally located on the north side of FM 1378, one-half mile east of the intersection of FM 1378 and W. Lucas Road (also commonly known as Edgewood Estates) and consisting of approximately 49 lots.**

Development Services Director Joe Hilbourn gave an overview of the rezoning of this recently annexed parcel of land, noting that this was the second public hearing for this request.

- 6. **Public hearing to consider adopting Ordinance 2018-03-00877 approving the zoning of a recently annexed parcel of land from AO to R-1 consisting of approximately 32.97 acres of land out of the Benjamin Sparks Survey, Abstract No. 813, in Collin County Texas, as described in volume 3928, page 145, and generally located on the east side of FM 1378, one-quarter mile north of the intersection of FM 1378 and W. Lucas Road (also commonly known as Cimarron Estates) and consisting of approximately 25 lots in the City of Lucas, Texas.**

Development Services Director Joe Hilbourn gave an overview of the rezoning of this recently annexed parcel of land, noting that this was the second public hearing for this request.

Mayor Olk opened the public hearing at 7:16. There being no one wishing to speak, the public hearing was closed.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Millsap to adopt Ordinance 2018-03-00879 approving the zoning of a recently annexed parcel of land from AO to R-1 consisting of approximately 36.84 acres of land out of the James M. Snider Survey, Abstract No. 824, in Collin County, Texas, as described in volume 924, page 443, and generally located on the south side of Estates Parkway, one-half mile west of the intersection of Ingram Road and Estates Parkway, also commonly known as Claremont Springs, Phase 1 and consisting of approximately 24 lots. The motion passed unanimously by a 7 to 0 vote.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Baney to adopt Ordinance 2018-03-00878 approving the zoning of a recently annexed tract of land from AO to R-1 consisting of approximately 62.97 acres of land out of the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, as described in Volume 549, Page 333, and generally located on the north side of FM 1378, one-half mile east of the intersection of FM 1378 and W. Lucas Road, also commonly known as Edgewood Estates and consisting of approximately 49 lots. The motion passed unanimously by a 7 to 0 vote.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Millsap to adopt Ordinance 2018-03-00877 approving the zoning of a recently annexed parcel of land from AO to R-1 consisting of approximately 32.97 acres of land out of the Benjamin Sparks Survey, Abstract No. 813, in Collin County Texas, as described in volume 3928, page 145, and generally located on the east side of FM 1378, one-quarter mile north of the intersection of FM 1378 and W. Lucas Road, also commonly known as Cimarron Estates and consisting of approximately 25. The motion passed unanimously by a 7 to 0 vote.

### **Regular Agenda**

- 7. Consider the request by Barrett Owens on behalf of Daniel and Lana Afseth for approval of a preliminary plat for a tract of land being 11.941 acres situated in the James Grayum Survey, abstract number 354 otherwise known as 1890 Estates Parkway.**

Development Services Director Joe Hilbourn gave a brief overview of the request noting that the property was currently zoned R-2 and consisted of five 2-acre lots. Mr. Hilbourn explained that the plat conformed to the City's requirements, however because there was a drainage ditch running through the development, drainage would be a challenge in this subdivision.

Mayor Pro Tem Peele asked about the retention pond at the back of the property, and the City Council discussed concerns about the natural flow of the water in the area and potential flooding.

Mr. Hilbourn explained that the development would be required to meet all drainage standards, and the homeowners association would be responsible for maintaining the pond.

Councilmember Fisher asked about an area that was unbuildable, and City Attorney Joe Gorfida advised that the plat meets all the legal requirements.

Councilmember Millsap asked about the frontage road for Lot 4, and Mr. Hilbourn clarified that only 45 feet of frontage road was required on a cul-de-sac.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve the request by Barrett Owens on behalf of Daniel and Lana Afseth for approval of a preliminary plat for a tract of land being 11.941 acres situated in the James Grayum Survey, abstract number 354 otherwise known as 1890 Estates Parkway. The motion passed by a 6 to 1 vote, with Councilmember Lawrence abstaining.

**8. Consider the appropriation of \$8,307 from unrestricted general fund to provide payment to ES&H of Dallas, LLC for the hazardous materials incident and response that occurred on October 25, 2017.**

Assistant Fire Chief Lance Gant distributed a revised invoice in the amount of \$7,673.75. The City Council asked for clarification of the incident. Assistant Fire Chief Gant explained the details from the event and the need for services from ES&H.

**MOTION:** A motion was made by Councilmember Duke, seconded by Mayor Pro Tem Peele to approve the appropriation of \$7,673.75 from unrestricted general fund to provide payment to ES&H of Dallas, LLC for the hazardous materials incident and response that occurred on October 25, 2017. The motion passed unanimously by a 7 to 0 vote.

**9. Provide direction to staff regarding the opportunity to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection and make improvements to the northwest corner of the same intersection.**

Public Works Director/City Engineer Stanton Foerster provided an update on this project. He stated the Texas Department of Transportation (TxDOT) was planning to update the traffic signal at this intersection in June or July. Mr. Foerster stated he met with TxDOT to discuss the following items:

- 1) improvements to the city property on the northwest corner to eliminate the W. Lucas Road ditch and the need for a guardrail
- 2) a new driveway on the south side of the intersection to improve access to the commercial businesses at 995 W. Lucas Road and 1005 W. Lucas Road.

Mr. Foerster stated that TxDOT was requiring the City to begin construction by the end of April 2018. He further explained that he had communicated directly with the property owners that would be affected and determined that the property at 1045 W. Lucas Road and 945 W. Lucas Road, given the current uses, should not be required to participate by closing their driveways and using the proposed new fourth approach. Craig's Car Care, 1005 W. Lucas Road was willing to make changes to the driveway allowing cross traffic within a new easement. Mr. Spurgin's property, 1015 W. Lucas

Road involvement was very minor, and Craig Car Care is willing to let Mr. Spurgin use the new easement across his property. Mr. Willard, 995 W. Lucas Road has not committed to this project. Mr. Foerster stated that he was waiting on input from TxDOT regarding changes in the scope of the project and would update the City Council when the information was available.

No formal action was taken on this item.

- 10. Consider authorizing the City Manager to enter into a construction agreement for the construction of the White Rock Trail Repairs with 1) DDM Construction Corporation in an amount not to exceed \$187,590.00 plus 25% contingency in the amount of \$46,800.00 for a total of \$234,390 or 2) GRod Construction, LLC in an amount not to exceed \$252,842.00 plus a 15% Contingency in the amount of \$37,926.00 for a total of \$290,768 using funds in account 11-8209-301 "Improvements Roads".**

Public Works Director/City Engineer Stanton Foerster explained the timeline and history associated with this project. GRod was currently working on the Winningkoff Road reverse curve project and performing well. Mr. Foerster felt comfortable recommending GRod based on their history of workmanship, and also discussed the lower bid received from DDM Construction.

The City Council discussed the requirements regarding contractor selection, the sensitivity of the project given the history of previous work done, and the expected length of the contract. Mayor Olk noted the substantial difference in price between the two vendors. The City Council discussed the merits of the two companies and the possible reasons for the price difference.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to authorize the City Manager to enter into a construction agreement for the construction of the White Rock Trail Repairs with DDM Construction Corporation in an amount not to exceed \$187,590.00 plus 25% contingency in the amount of \$46,800.00 for a total of \$234,390 using funds in account 11-8209-301 "Improvements Roads". The motion passed unanimously by a 7 to 0 vote.

- 11. Consider various design elements of the Winningkoff Road Middle Section from the Reverse Curve Project to Snider Lane.**

Public Works Director/City Engineer Stanton Foerster stated the initial estimate for the project was \$1,630,000 for design and construction including three 10-foot by 5-foot box culverts at a cost of \$160,000. The consultant has raised a concern regarding the cost of the culvert crossing at Winningkoff Road north of Manor Lane. Mr. Foerster stated the existing 78-inch corrugated metal pipe culvert needed to be replaced with three 10-foot by 6-foot box culverts at a cost of approximately \$200,000 to \$250,000 due to the White Rock Creek typically flooding. Mr. Foerster advised the City Council that the increase may add approximately \$40,000 to \$90,000 to the overall cost of the project.

Councilmember Fisher asked if the new design would help with the washing away of the culvert, and Mr. Foerster replied that this new design would help with that issue.

No formal action was taken on this item.

<b>Executive Session</b>
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**12. Executive Session.**

The City Council did not conduct an Executive Session at this meeting.

**13. Adjournment.**

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Duke to adjourn the meeting at 7:59 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Cathey Bonczar, Executive Assistant

**STATE OF TEXAS**

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§  
§  
§

**COMMUNICATIONS FACILITIES  
LICENSE AGREEMENT**

**COUNTY OF COLLIN**

This Communications Facilities License Agreement (“Agreement”) is made by and among the City of Lucas, Texas (“City”) and Skybeam, LLC d/b/a Rise Broadband, a Colorado corporation, with its principal offices located at 61 Inverness Drive East, Suite 250, Englewood, Colorado 80112 (“Licensee”) (collectively referred to as “Parties” and individually as a “Party”), for use of certain premises and/or facilities according to the following terms and transactions.

**Article I  
Term**

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the “Commencement Date”) and continue for a period of three (3) years, unless sooner terminated as provided herein.

1.2 Upon expiration of the Initial Term, the Parties may mutually agree to renew this Agreement for two (2) additional terms of one (1) year each (each a “Renewal Term”).

**Article II  
Premises**

City is the owner of parcels of land and two (2) Water Towers known as the (i) McGarity Tower located at 2295 McGarity Lane and (ii) Winningkoff Tower located 745 at Winningkoff Road (collectively referred to as “Water Towers” and individually referred to as “Facility”) located in the City of Lucas, Collin County, Texas, (the Water Towers and Land are collectively referred to as the “Property” or the “Premises”). The Property is more particularly described in Exhibits “A” and “B”, which are attached hereto and incorporated herein. City hereby leases to Lessee, and Lessee hereby leases from City, space on the Water Towers and all access and utility easements, if any, (collectively referred to as 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**

4.1 Upon the Commencement Date, Licensee shall pay Rent to City in the following amounts:

McGarity Tower      Five Hundred Dollars (\$500) per month; and

Winningkoff Tower   Five Hundred Dollars (\$500) per month.

4.2 Rent shall be payable on the first day of the month, in advance, to City, at the following address: City of Lucas, Attention: City Manager, 665 Country Club Lane, Lucas, Texas 75002.

## **Article V**

### **Improvements; Utilities; Access**

5.1 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 "C." 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 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.

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

5.3 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. City shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Licensee's use of such roadways.

5.4 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, City agrees to provide Licensee with reasonable notice of not less than ninety (90) days prior to commencing such work to allow



Licensee time to remove any and all of Licensee's antennas and equipment as may be necessary provided 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 shall be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by City as diligently and expeditiously as possible. However, subject to the above, City shall not be responsible for system outages of up to thirty (30) days resulting from City's need for unusually extensive maintenance and any inability of City to accommodate a relocation of Licensee's antennas to keep them operational.

5.5 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 City. The relocation shall be at Licensee's expense, unless City's relocation requirement results from 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**

6.1 Licensee shall not interfere with the operation of (i) any radio equipment of 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 City and all Present Operators to ensure that Licensee's frequencies and antenna locations will be compatible with those of City and Present Operators.

6.2 In the event City desires to install new or additional radio communications equipment at the Water Towers site in the future, Licensee agrees to cooperate with 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").

6.3 In the event there is Harmful Interference to said electronic equipment, Licensee shall 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 City or such other operator to Licensee advising of the Harmful Interference. If said Harmful Interference cannot be eliminated within thirty (30) days after 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 City and remove its equipment shelter and its Antenna Facilities, concrete pad, cables and any other Licensee owned equipment from City's property.

6.4 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 said Emergency Interference cannot be eliminated within sixty (60) days, then Licensee may, at its sole election and without penalty or further liability, terminate this Agreement upon immediate notice to City and remove its equipment shelter and its Antenna Facilities from the Property.

6.5 During the term of this Agreement and any extension thereof, City shall from time to time lease additional space on the Water Towers site and 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. City shall not be responsible to Licensee for the activities of any other such user as such may affect Licensee. However, 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 City with no further obligation or liability between City and Licensee.

6.6 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. 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 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 Premises. 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, 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 City. If, as determined by City, the Premises are not surrendered in satisfactory condition, Licensee shall be liable to 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, 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 City upon the expiration of this Agreement.

## **Article IX**

### **Termination**

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

- (a) 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;
- (b) by 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;
- (c) by City if City decides in its sole discretion and for any reason, to redevelop the Premises and/or discontinue use of the Water Towers;
- (d) 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;

- (e) 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
- (f) 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.

9.2 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 License of the Premises prior to said termination date shall be retained by City. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations to each other, except that rental payments to 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, 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 not more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If City undertakes to rebuild the Water Towers, 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. City shall be named as an additional insured on Licensee's policy. Licensee shall provide to 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**

City warrants that: (i) 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) City has full right

to make and perform this Agreement; and (iii) 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 excepted.

### **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 shall survive the expiration or termination of this Agreement.

### **XV Liability and Indemnity**

15.1 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 City against any loss, damage, cost, or expense which may be sustained or incurred by 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 City, its agents, servants or employees.

15.2 Licensee agrees and is bound to indemnify, defend, and hold 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 City, its agents, servants or employees.

15.3 Licensee agrees that Licensee shall indemnify, defend, release, acquit, and hold free and harmless 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 way 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 City's negligence.

#### **Article XVI**

##### **Water Towers Marking and Lighting Requirements.**

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 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 Council or 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 Premises. In the event Licensee is not able to immediately respond, 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:

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

With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
1800 Ross Tower  
500 North Akard  
Collin, Texas 75201  
Telephone: 214.965.9900

If intended for Licensee:

Nancy Hankins  
Director of Procurement & Contracts  
Rise Broadband  
61 Inverness Drive East, Suite 250  
Englewood, Colorado 80112  
Telephone: 303-705-6522

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.

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

*(signature to follow)*



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Lucas, Texas

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

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(03-02-2018/96740)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

05517 00165

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;

**THENCE** 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 Collin 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"

## McGarity Tower

### License Facilities

Describe Proposed Use or Proposed Modification:													
Microwave 3 and BH radio 3 is coming off the tower													
PART I - CURRENT EQUIPMENT ON TOWER													
	Antennas Sector 1	Antennas Sector 2	Antennas Sector 3	Antenna 1 Radio	Antenna 2 Radio	Antenna 3 Radio	Microwave/BH 1	Microwave/BH 2	Microwave/BH 3	BH Radio 1	BH Radio 2	BH Radio 3	Other
Type													
Quantity	2	1	1		2		2	1	2	2	1	2	
Manufacturer	Canopy	MTI	Ubiquiti		Canopy		Radio Waves	Radio Waves	SAF	Dragonwave	Cambium	SAF Tehnika	
Model	Cyclone APC100	MT-484026/NVH	AMO-5G13		PMP450		HP3-11	HP2-18	HAA2403_09 Z-F	Horizon Compact	820c	Free Mile 5.8	
Weight	13 lbs	5 lbs	1.87 lbs		5.5 lbs		50 lbs	27 lbs	20 lbs	11 lbs	14.33 lbs	3.5 lbs	
Dimensions	21x5.5x12	17x1x4	31.5x3.5x2.56		10.6x8.3x2.8		3ft	2ft	2x2x2	9x9x4	9x9x4	6x6x6	
RAD Center AGL	140 ft	140 ft	140 ft		140 ft		140 ft	140 ft	140 ft	140 ft	140 ft	140 ft	
Mount Type	Platform with hand rails	Platform with hand rails	Platform with hand rails		Platform with hand rails		Platform with hand rails	Platform with hand rails	Platform with hand rails	Platform with hand rails	Platform with hand rails	N/A	
Azimuth	90, 315	0°	360°		0°		65, 231	52°	107, 287	65, 231	52°	107, 287	
Mech Tilt	0°	0°	0°		0°								
Licensed/Unlicensed													
Tx Frequency	5.7 ghz	5.4/5.7 ghz	5.4/5.7 ghz		5.4/5.7 ghz		11 ghz	18 ghz	2.4 ghz	11 ghz	18 ghz	2.4 ghz	
Rx Frequency	5.7 ghz	5.4/5.7 ghz	5.4/5.7 ghz		5.4/5.7 ghz		11 ghz	18 ghz	2.4 ghz	11 ghz	18 ghz	2.4 ghz	
Antenna Gain (dB)	14	17	17				38	38.6	58	38	38.6	58	
# Lines per Antenna	1				1					1	1	1	
Line Manufacturer	Belden				Belden					Belden	Belden	Belden	
Line Type	Cat5e				Cat5e					Cat5e	Cat5e	Cat5e	
Line Diameter	0.25"				0.25"					0.25"	0.25"	0.25"	
Conduit													

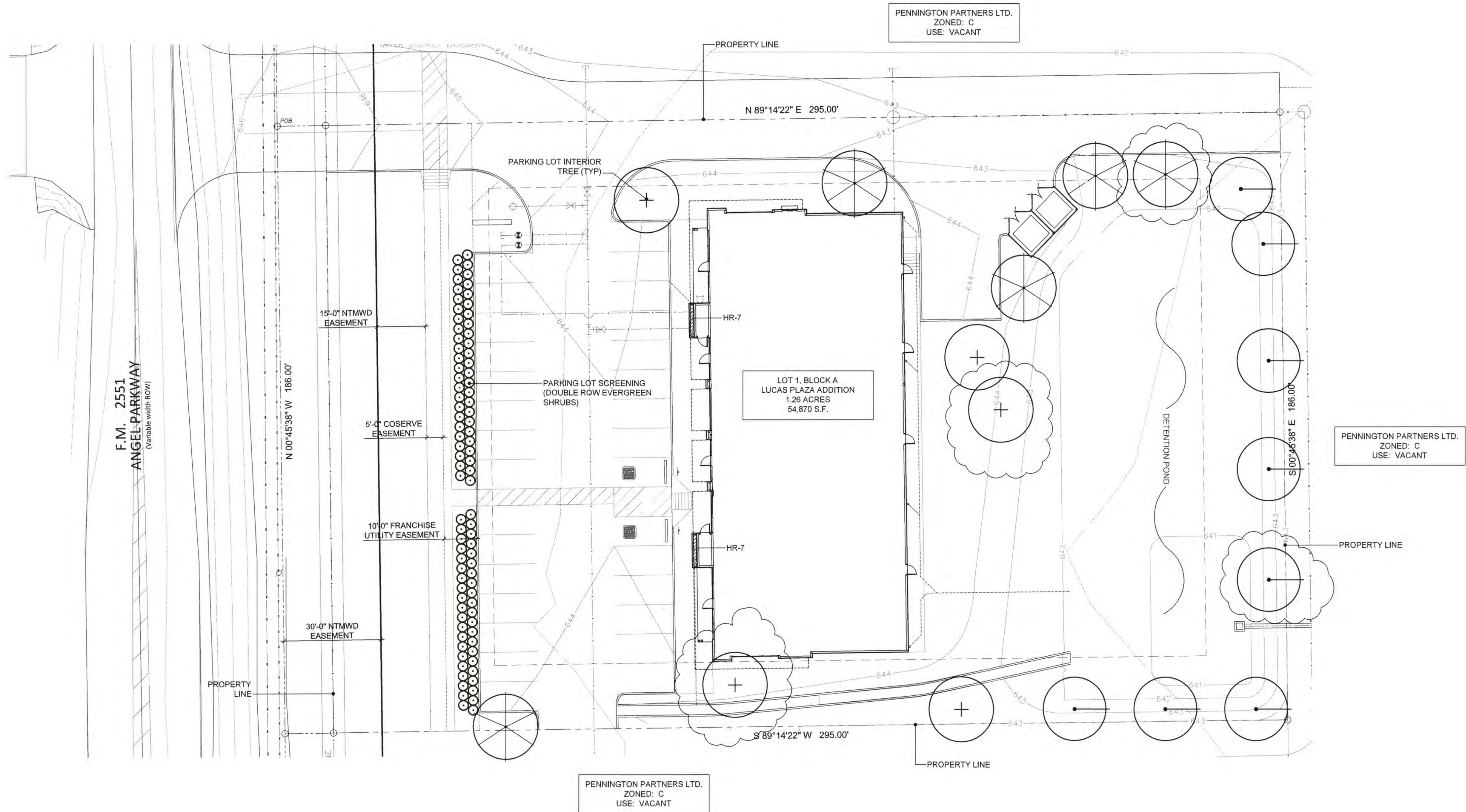
# EXHIBIT "C"

## Winningkoff Tower

### License Facilities

PART I - CURRENT EQUIPMENT ON TOWER														
	Antennas Sector 1	Antennas Sector 2	Antenna 1 Radio	Antenna 2 Radio	Microwave BH 1	Microwave/B H 2	Microwave/B H 3	Microwave/B H 4	BH Radio 1	BH Radio 2	BH Radio 3	BH Radio 4	Microwave BH 5	BH Radio 5
Type					lum									
Quantity	4	5		5	1	1	1	1	1	2	1	1	1	1
Manufacturer	Cambium	MTI		Canopy	Radio Wave	Radio Wave	Radiowave	Powerbeam	Dragonwave	Cambium	Cambium	Ubiquiti	Radio Waves	Cambuim
Model	5083HH	RD4307100C /A		PMP450	HP3-11	HP3-18	HP3-11	400mm RAD beam	Compact	820C	820C	Rocket M5	HP2-11	820C
Weight	31 lbs	2.2kg		5.5lbs	50lbs	50lbs	50lbs	2.65lbs	11lbs	14lbs	14lbs	1lb	27lbs	14lbs
Dimensions	52x65x11cm	436x250x10 mm		10x8x2	3x3x2	3x3x2	3x3x2	12x12x10	4x9x9	9x9x3	9x9x3	160x80x30m m	24x24x16	9x9x3
RAD Center AGL	140'	140ft		140ft	140ft	140ft	140ft	140ft	140ft	140ft	140ft	140ft	140ft	140ft
Mount Type	Platform with hand rails	Platform with hand rails		Platform with hand rails		Platform with hand rails	Platform with hand rails	Platform with hand rails		Platform with hand rails	Platform with hand rails	Platform with hand rails	Platform with hand rails	
Azimuth	60, 150, 240, 330	0, 90, 180, 225, 270		0, 90, 180, 225, 270	245°	297°	69°	6°	245°	297°	69°	6°	168°	168°
Mech Tilt														
Licensed/Unlicensed														
Tx Frequency	5 ghz	5.4		5.4	11	18	11	5	11	18	11	5	18ghz	18ghz
Rx Frequency	5 ghz	5.4		5.4	11	18	11	5	11	18	11	5	18ghz	18ghz
Antenna Gain (dB)	17	16		16	35	35	35		35	35	35		38	38
# Lines per Antenna	1			1					1	3	3	1		3
Line Manufacturer	Belden			Belden					Belden	Belden	Belden	Belden		Belden
Line Type	Cat5e			Cat5e					Cat5e	Cat5e	cat5e	Cat5e		Cat5e
Line Diameter	0.25"			0.25					0.25	0.25"	0.25	0.25"		0.25"
Conduit														





LANDSCAPE REQUIREMENTS	
<b>LANDSCAPE EDGE:</b>	
REQUIRED: MIN. 20' WIDE LANDSCAPE EDGE ADJACENT TO STREET	
(1) SHADE TREE + (8) SHRUBS PER 20 L.F. OF STREET FRONTAGE	
172 L.F. / 20 = 8.6 (9 TREES)	
8.6 X 8 = 69 SHRUBS	
PROVIDED: NO TREES DUE TO EASEMENTS (PROVIDED FOUR EXTRA TREES IN REAR)	
(88) SHRUBS	
<b>LANDSCAPE AREA:</b>	
REQUIRED: 15% OF GROSS LOT SHALL BE MAINTAINED AS LANDSCAPED AREA	
54,870 S.F. X 15% = 8,230.5 S.F.	
PROVIDED: 26,418 S.F. LANDSCAPE AREA	
<b>PARKING LOT SCREENING:</b>	
REQUIRED: SCREENING FOR ALL SURFACE PARKING LOTS FROM ADJACENT STREETS	
WITH A 3' HT. DOUBLE ROW OF EVERGREEN SHRUBS	
PROVIDED: 3' HT. DOUBLE ROW EVERGREEN SHRUBS	
<b>PARKING LOT INTERIOR:</b>	
REQUIRED: 1 TREE FOR EACH 10 REQUIRED PARKING SPACES	
37 PARKING SPACES / 10 = 3.7 (4 TREES)	
PROVIDED: (4) TREES	

PLANT LEGEND					
SYM	BOTANICAL NAME	COMMON NAME	QUAN	SIZE	REMARKS
<b>SHADE TREES</b>					
LO	Quercus virginiana	Live Oak	5	4" Cal. min.	16'-18' HT
CE	Ulmus crassifolia	Cedar Elm	5	4" Cal. min.	16'-18' HT
BC	Taxodium distichum	Bald Cypress	8	4" Cal. min.	16'-18' HT
<b>EVERGREEN SHRUBS</b>					
PD	Lorapetalum chinensis 'Plum Delight'	Lorapetalum 'Plum Delight'	88	3 Gal.	24" min. ht, 18" min. spread; Plant 36" O.C.
<b>GROUND COVER</b>					
HR	Equisetum hyemale	Horsetail Reed	14	1 Gal.	18" min. ht.

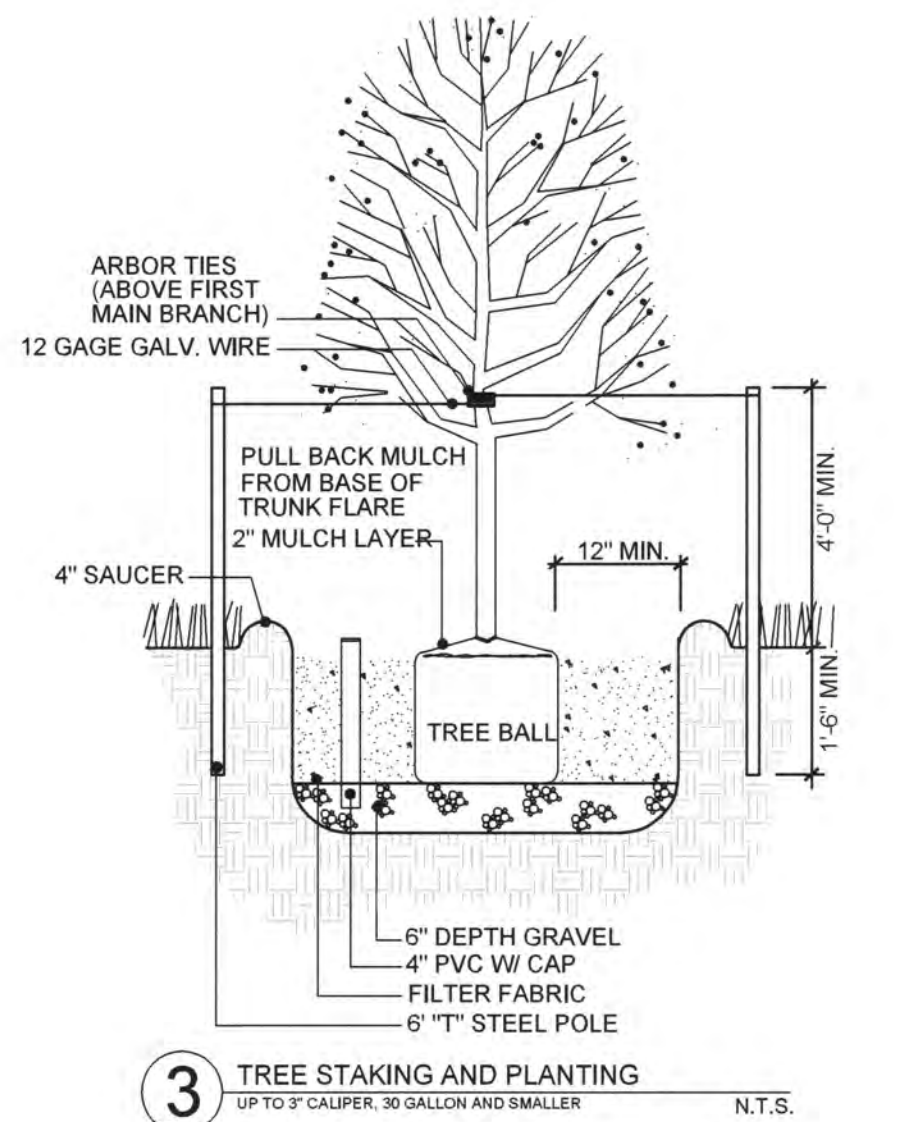
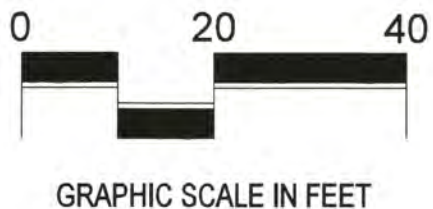
- LANDSCAPE MAINTENANCE**  
EVERY PROPERTY OWNER AND ANY TENANTS SHALL KEEP THEIR LANDSCAPING IN A WELL-MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
- LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIALS OR PLANTS NOT A PART OF THE LANDSCAPE. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE (SIZE NOT TO BE SMALLER THAN THE MINIMUM REQUIRED BY THIS ARTICLE AT THE TIME OF REPLACEMENT) IF DISEASED, DAMAGED, DESTROYED, OR REMOVED.
  - LAWN MOWING ON A REGULAR BASIS AS DETERMINED BY THE PLANNING DIRECTOR.
  - TREE AND SHRUB PRUNING.
  - WATERING OF LANDSCAPED AREAS ON A REGULAR BASIS. AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM IS REQUIRED FOR ALL LANDSCAPING.
  - KEEPING LANDSCAPE LIGHTING IN WORKING ORDER.
  - KEEPING LAWN AND GARDEN AREAS ALIVE, FREE OF WEEDS, AND ATTRACTIVE.
  - CLEANING OF ABUTTING WATERWAYS AND LANDSCAPED AREAS LYING BETWEEN PUBLIC RIGHT-OF-WAY LINES AND THE PROPERTY UNLESS SUCH STREETS, WATERWAYS OR LANDSCAPED AREAS ARE EXPRESSLY DESIGNATED TO BE MAINTAINED BY APPLICABLE GOVERNMENTAL AUTHORITY.

LANDSCAPE PLAN SHALL  
BE APPROVED BY P&Z AND  
CITY COUNCIL

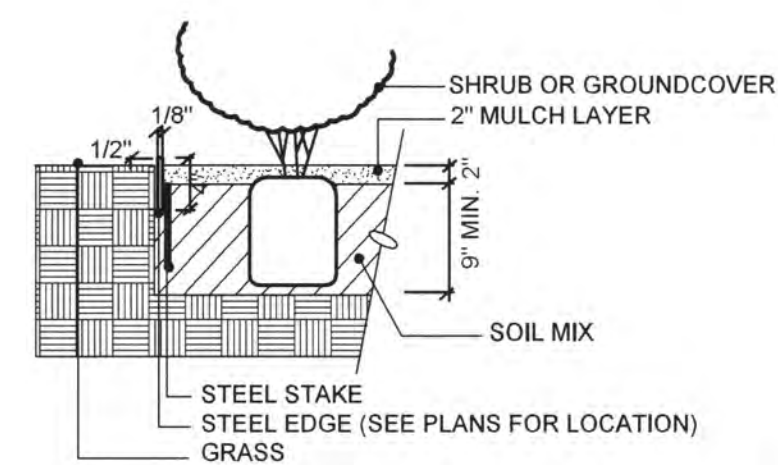
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## LANDSCAPE PLAN

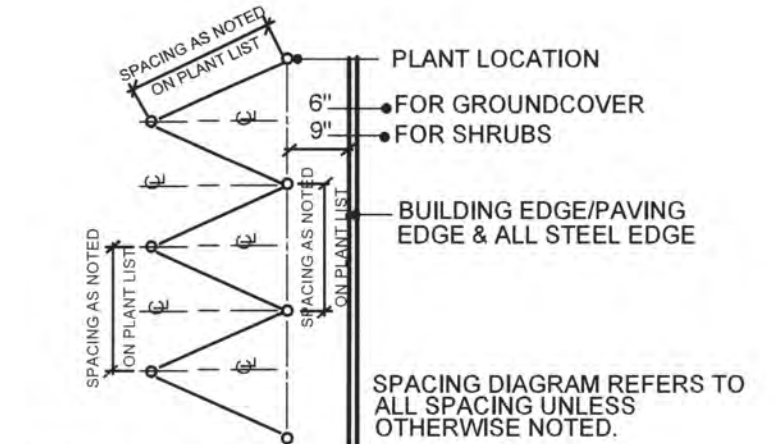
SCALE: 1" = 20'-0"



3 TREE STAKING AND PLANTING N.T.S.



2 BED-PREP W/ STEEL EDGE N.T.S.



1 PLANT SPACING DIAGRAM N.T.S.

OWNER  
PENNINGTON PARTNERS, LTD.  
3445 SHENANDOAH ST.  
DALLAS, TEXAS 75205

LANDSCAPE ARCHITECT  
MEEKS DESIGN GROUP  
1755 N. COLLINS BLVD.,  
SUITE 300  
RICHARDSON, TEXAS 75080  
(972) 690-7474  
BRANDON BOOHER  
BBOOHER@MDGLAND.COM

ISSUES:	
1	09-08-17 ISSUE FOR PERMIT
REVISIONS:	

CLIENT:

## LUCUS PLAZA RETAIL

LUCUS, TEXAS

**mdg**  
landscape  
architects  
MEEKS DESIGN GROUP, INC.  
1755 N. COLLINS BLVD., SUITE 300  
RICHARDSON, TX 75080  
PH (972) 690-7474  
F (972) 690-7878



ISSUE FOR PERMIT

LUCUS PLAZA RETAIL

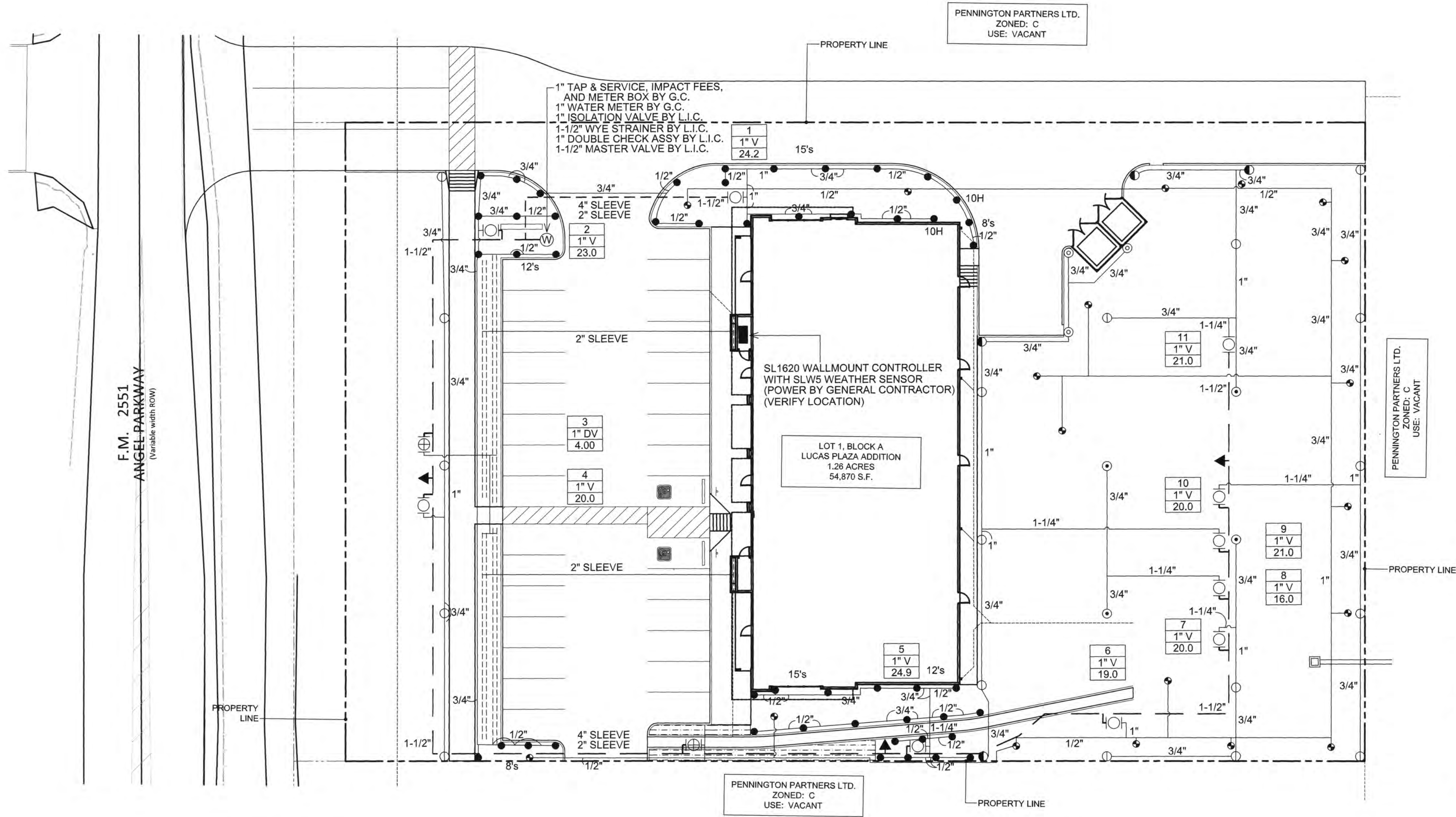
LUCUS, TEXAS

JOB NUMBER: JGA-1701

CITY SUBMITTAL -  
LANDSCAPE PLAN

LP0.01



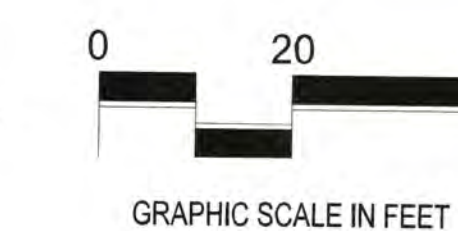


#### NOTES:

- ALL 24 VOLT LEAD AND COMMON VALVE WIRING SHALL BE A MINIMUM OF UF-14 GA. SINGLE CONDUCTOR. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR PROPER WIRE SIZE. WIRE SPLICES SHALL BE 3M-DBY PERMANENT AND WATERPROOF PER THE SPECIFICATIONS.
- COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LANDSCAPE CONTRACTOR TO ENSURE ALL PLANT MATERIAL WILL BE WATERED IN ACCORDANCE WITH THE INTENT OF THE PLANS AND SPECIFICATIONS.
- PIPING AND VALVES IN PAVING SHOWN FOR CLARITY. INSTALL IN ADJACENT PLANTING BED OR LAWN AREA.
- LATERAL PIPING SHALL HAVE A MINIMUM OF 12" OF COVER. MAINLINE AND PIPING UNDER PAVING SHALL HAVE A MINIMUM OF 18" OF COVER. ALL FITTINGS TO BE SCHEDULE 40 PVC. USE WELD-ON #705 SOLVENT AND #P-88 PRIMER FOR PVC CONNECTIONS PER THE SPECIFICATIONS.
- ALL MAINLINE TO BE 1-1/2" CLASS 200 PVC. SIZE ALL LATERAL PIPING PER MANUFACTURER'S RECOMMENDATIONS OF NOT EXCEEDING 5 FPS.
- CONNECT LAWN AND DRIP INDICATOR HEADS TO LATERAL PIPING WITH 1/2" FLEXIBLE PVC AND 1/2" SCHEDULE 40 PVC FITTINGS AS REQUIRED. PER DETAIL SHOWN. USE WELD-ON #795 SOLVENT AND #P-88 PRIMER ON THESE CONNECTIONS PER THE SPECIFICATIONS.
- CONNECT ROTARY HEADS TO LATERAL PIPE WITH LASCO "UNITIZED", O-RING SWING JOINTS PER DETAIL SHOWN, #T722 SERIES.
- INSTALL QUICK COUPLING VALVES IN TWELVE BY SEVENTEEN (12"x17") INCH HIGHLINE VALVE BOX PER DETAIL SHOWN. CONNECT QUICK COUPLING VALVES TO MAINLINE PIPE WITH LASCO "UNITIZED", O-RING SWING JOINTS PER DETAIL SHOWN. #T723-212. SUPPLY OWNER WITH THREE (3) COUPLER KEYS WITH SWIVEL HOSE BIBB EACH, #330K-10 AND #3H-0 RESPECTIVELY. VALVES TO BE INSTALLED SO THAT TOP OF QUICK COUPLER IS 2" BELOW BOTTOM OF VALVE BOX TOP. PURPLE LID READS "NON-POTABLE, NOT SAFE FOR DRINKING" IN ENGLISH AND SPANISH.
- PERFORM ELECTRICAL WORK IN ACCORDANCE WITH LOCAL BUILDING CODE. POWER (120V) SHALL BE LOCATED IN A JUNCTION BOX AND HARDWIRED WITHIN FIVE (5) FEET OF CONTROLLER LOCATION BY GENERAL CONTRACTOR.
- INSTALL REMOTE CONTROL VALVES AND WIRE SPLICES IN TEN (10") INCH ROUND HIGHLINE VALVE BOXES PER DETAIL SHOWN.
- INSTALL SLEEVES UNDER ALL HARDSCAPE SURFACES SUCH AS ROADS, DRIVES, WALKS, ETC. WHETHER SHOWN OR NOT. SLEEVES SHALL BE CLASS 200 PVC, SIZED AS NOTED ON PLANS AND INSTALLED BY LANDSCAPE IRRIGATION CONTRACTOR.
- ADJUST NOZZLES FOR SITUATIONS THAT REQUIRE LESS THAN 90° DEGREE RADIUS SPRAY. NO OVERSPRAY ALLOWED ON ANY HARDSCAPE SURFACES.
- DESIGN PRESSURE IS 58.0 PSI. STATIC PRESSURE IS 65 PSI. TEN DAYS PRIOR TO START OF CONSTRUCTION, VERIFY STATIC PRESSURE. IF STATIC PRESSURE IS LESS THAN STATED DO NOT START WORK UNTIL NOTIFIED TO PROCEED BY OWNER.
- MINIMUM DISTANCE BETWEEN MAIN LINE AND LATERAL LINE FITTINGS (EXCEPT FOR REDUCER BUSHINGS) TO BE EIGHTEEN (18") INCHES AND MINIMUM HORIZONTAL DISTANCE OF TWENTY-FOUR (24") INCHES BETWEEN ANY VALVES THAT ARE INSTALLED SIDE BY SIDE.
- STAKE TREE BUBBLER LOCATIONS AND RECEIVE APPROVAL FROM OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- INSTALL REMOTE CONTROL DRIP ZONE KIT VALVES IN TWELVE BY SEVENTEEN (12"x17") INCH HIGHLINE VALVE BOXES PER DETAIL SHOWN.
- INSTALL DRIPLINE MINIMUM OF 2" AND A MAXIMUM OF 4" FROM HARDSCAPE SURFACES. STAKE DRIPLINE AND RECEIVE APPROVAL FROM OWNER'S REPRESENTATIVE BEFORE INSTALLATION. DO NOT EXCEED MANUFACTURER'S RECOMMENDATIONS OF 5'-0" PER SECOND IN DRIPLINE.
- PROVIDE AND INSTALL DISTRIBUTION TUBING, STAKES, EMITTERS, TRANSFER FITTINGS, DIFFUSER BUG CAP, CONTROL ZONE KITS, ETC. NECESSARY FOR PROPER INSTALLATION OF THE BEDS. ALL PVC HEADER PIPING TO BE CLASS 200 PVC SOLVENT WELD PIPE. INSERT ALL RAINBIRD XP DRIPLINE INSERT FITTINGS PER MANUFACTURER'S RECOMMENDATIONS.
- INSTALL ONE DRIP INDICATOR HEAD FOR EACH DRIP ZONE. INDICATOR HEAD TO BE A RAINBIRD OPERATION INDICATOR.
- AIR RELIEF VALVE TO BE RAINBIRD AR VALVE KIT INSTALLED IN A SIX-INCH (6") HIGHLINE ROUND VALVE BOX WITH BLACK LID AND 6" OF GRAVEL SUMP. FLUSH VALVES TO BE 1/2" LASCO BALL VALVE ON IPS FLEXIBLE PIPE AND 1/2" SCHEDULE 40 FITTINGS INSTALLED IN A SIX-INCH (6") HIGHLINE ROUND VALVE BOX WITH BLACK LID AND 6" OF GRAVEL SUMP.
- ALL PLANTING BED XFD DRIPLINE AND DISTRIBUTION TUBING TO BE INSTALLED AT GRADE BELOW MULCH LAYER PER MANUFACTURER'S RECOMMENDATIONS. ALL DRIPLINE TO BE INSTALLED MINIMUM OF 1'-4" AND MAXIMUM OF 1'-8" ROW SPACING UNLESS INSTRUCTED OTHERWISE. I.L.C. IS RESPONSIBLE TO VERIFY THE EXACT EMITTER FLOW, EMITTER SPACING, AND ROW SPACING WITH MANUFACTURER PRIOR TO INSTALLING TO PROVIDE PROPER PRECIPITATION RATE BASED ON PLANT MATERIAL AND SOIL TYPE. TUBING TO BE STAKED WITH RAINBIRD 12 GA. GALVANIZED TIE DOWNS. INSTALL STAKES EVERY 3'-0" ALONG ENTIRE LENGTH OF TUBING AND A MINIMUM OF 24" FROM ANY FITTINGS.
- INCLUDE THE FOLLOWING ALLOWANCES FOR PROVIDING AND INSTALLING AIR RELIEF VALVES AND FLUSH VALVES FOR THE DRIP SYSTEM. EXACT QUANTITY AND LOCATION OF THESE DEVICES WILL BE DETERMINED AT THE TIME OF INSTALLATION. IN GENERAL, ALL AIR RELIEF VALVES WILL BE INSTALLED AT THE HIGH POINTS AND FLUSH VALVES WILL BE INSTALLED AT THE LOW POINTS OF EXHAUST HEADER. ALLOW FOR APPROXIMATELY ONE (1) AIR RELIEF VALVE AND APPROXIMATELY ONE (1) FLUSH VALVE FOR EACH DRIP ZONE KIT.
- WHERE POSSIBLE LOCATE ALL MAINLINES, VALVES, OR CONTROL WIRES SHALL BE LOCATED AND INSTALLED OUTSIDE RIGHT-OF-WAY.
- PROVIDE TEMPORARY IRRIGATION TO ALL DISTURBED AREAS THAT DO NOT HAVE PERMANENT IRRIGATION. PROVIDE ALL MATERIAL AND LABOR NECESSARY TO INSTALL AND OPERATE THE TEMPORARY SYSTEM. TEMPORARY SYSTEM TO BE LEFT IN PLACE UNTIL PLANT MATERIAL IS ESTABLISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. SHOULD IT BECOME NECESSARY TO REMOVE AND REPLACE THE TEMPORARY SYSTEM FOR MOWING AND MAINTENANCE OPERATIONS, THE LANDSCAPE IRRIGATION CONTRACTOR SHALL CONSIDER THIS PART OF HIS SCOPE OF WORK. EXACT METHOD OF PROVIDING AND OPERATING THE TEMPORARY SYSTEM WILL BE THE LANDSCAPE IRRIGATION CONTRACTOR'S RESPONSIBILITY. OPERATION OF THE CONTRACTOR IS RESPONSIBLE TO REFERENCE THE LANDSCAPE PLANS FOR THE SCOPE OF THIS WORK.
- ALL STATE OF TEXAS LAWS/RULES AND ALL LOCAL CODES/ORDINANCES ARE MADE PART OF THESE PLANS AND SPECIFICATIONS WHETHER SHOWN OR NOT. THESE LAWS AND ORDINANCES WILL SUPERCEDE THE PLANS, DETAILS, AND/OR SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS CAUTIONED THAT HE IS TO INCLUDE ANY AND ALL COST NECESSARY TO MEET OR EXCEED THE LAWS OF THE STATE OF TEXAS OR LOCAL CODES CONCERNING LANDSCAPE IRRIGATION.
- A LICENSED IRRIGATOR OR LICENSED IRRIGATION TECHNICIAN SHALL BE ON-SITE AT ALL TIMES WHILE THE LANDSCAPE IRRIGATION SYSTEM IS BEING INSTALLED PER CITY OF LUCAS REQUIREMENTS.

#### IRRIGATION LEGEND:

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL NO.
●	LAWN SPRAY HEAD	HUNTER (30 PSI)	PROS-04 WITH MPR PLASTIC NOZZLE ON HUNTER SJ SWING JOINT
■	LAWN SPRAY CENTER STRIP HEAD	HUNTER (30 PSI)	PROS-04 WITH MPR PLASTIC NOZZLE ON HUNTER SJ SWING JOINT
□	LAWN SPRAY HEAD END STRIP HEAD	HUNTER (30 PSI)	PROS-04 WITH MPR PLASTIC NOZZLE ON HUNTER SJ SWING JOINT
⊙	BUBBLER HEAD	HUNTER (30 PSI)	PCB-10 NOZZLE ON HUNTER SJ SWING JOINT
⊙	SMALL ROTARY	HUNTER (40 PSI)	PGJ-4 W/ #2.5 NOZZLE ON HUNTER HSJ SWING JOINT ASSEMBLY
⊙	ROTARY PART-CIRCLE	HUNTER (40 PSI)	PGP W/ #10 NOZZLE ON HUNTER HSJ SWING JOINT ASSEMBLY
▲	QUICK COUPLING VALVE	HUNTER	HQ-DNP WITH LASCO BALL VALVE, PURPLE LID READS "RECLAIMED WATER, DO NOT DRINK" IN ENGLISH AND "NO TOME" IN SPANISH.
⊙	REMOTE CONTROL VALVE	HUNTER	ICV SERIES WITH ACCU-SYNC PRESSURE REGULATOR, REFER TO PLAN FOR SIZE
⊙	CONTROLLER	WEATHERMATIC	SL1620 WALLMOUNT WITH SLW5 WIRELESS ET WEATHER SENSOR
—	MAINLINE PIPING	REFER TO SPEC.	CLASS 200 PVC
—	LATERAL PIPING	REFER TO SPEC.	3/4" & LARGER - CLASS 200 PVC 1/2" - CLASS 315 PVC
⊙	REMOTE CONTROL DRIP VALVE	HUNTER	ICV-100 CONTROL ZONE KIT, REFER TO PLAN FOR SIZE
—	DRIP HEADER PIPING	REFER TO SPEC.	CLASS 200 PVC UNLESS OTHERWISE NOTED
—	PLANTING BED DRIPLINE TUBING	HUNTER	PLD-06-18 AT 18" O.C. WITH PLD INSERT FITTINGS, TDS-550 GALVANIZED TUBING STAKES AND DRIP INDICATOR HEAD
⊙	WATER METER	REFER TO SPEC.	PER LOCAL BUILDING CODE
⊙	ISOLATION VALVE	NIBCO	#T-29, REFER TO PLAN FOR SIZE
⊙	WYE STRAINER	FEBCO	#650, REFER TO PLAN FOR SIZE
⊙	BACKFLOW PREVENTER	FEBCO	#850BV, REFER TO PLAN FOR SIZE
⊙	MASTER VALVE	HUNTER	ICV, REFER TO PLAN FOR SIZE
⊙	STATION NUMBER		
⊙	VALVE SIZE		
⊙	GPM (APPROX.)		



OWNER  
PENNINGTON PARTNERS, LTD.  
3445 SHENANDOAH ST.  
DALLAS, TEXAS 75205

LANDSCAPE ARCHITECT  
MECKES DESIGN GROUP  
1755 N. COLLINS BLVD.,  
SUITE 300  
RICHARDSON, TEXAS 75080  
(972) 690-7474  
BRANDON BOOHER  
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LANDSCAPE ARCHITECT  
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1755 N. COLLINS BLVD.,  
SUITE 300  
RICHARDSON, TEXAS 75080  
(972) 690-7474  
BRANDON BOOHER  
BBOOHER@MGDLAND.COM

ISSUES:	
①	09-08-17 ISSUE FOR PERMIT
②	
③	
④	
REVISIONS:	
①	09-29-17 SITE PLAN REVISION
②	10-30-17 PER CITY COMMENTS

CLIENT:

# LUCUS PLAZA RETAIL

MECKES DESIGN GROUP, INC.  
1755 N. COLLINS BLVD., SUITE 300  
RICHARDSON, TX 75080  
PH (972) 690-7474  
F (972) 690-7878



#### ISSUE FOR PERMIT

LUCUS PLAZA RETAIL  
LUCUS, TEXAS  
JOB NUMBER: JGA-1701  
CITY SUBMITTAL -  
IRRIGATION PLAN

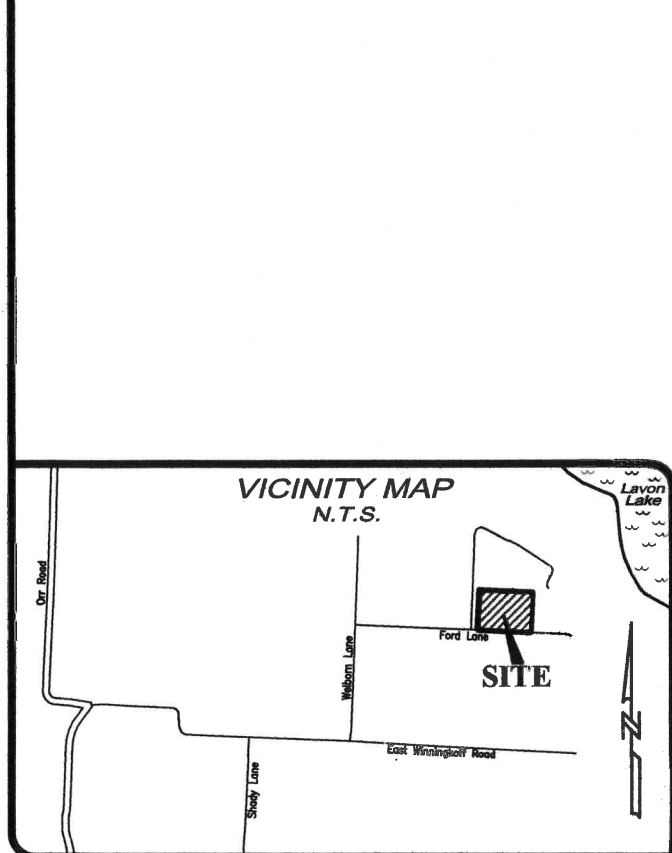
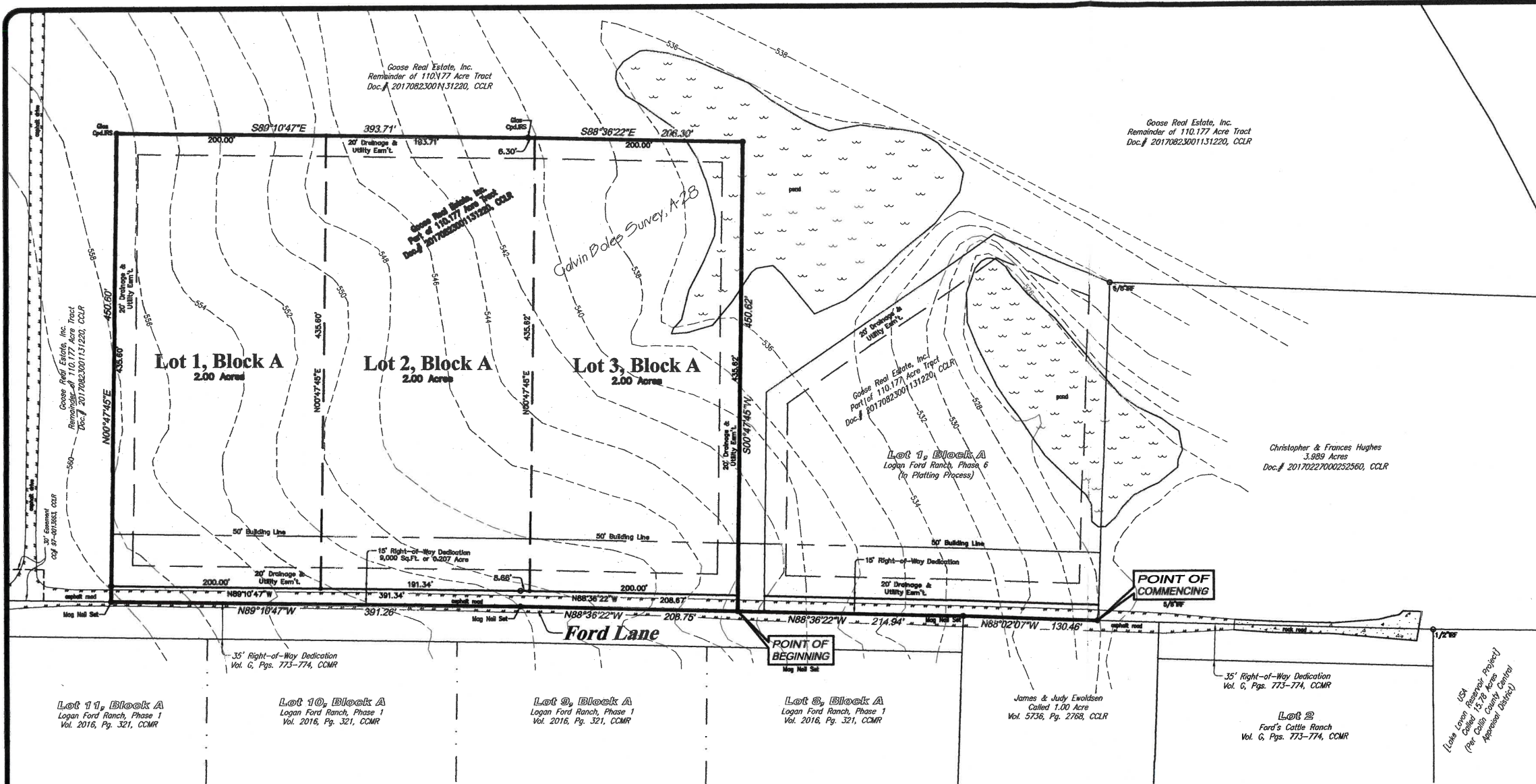
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## IRRIGATION PLAN

SCALE: 1" = 20'-0"

IRRIGATION PLAN SHALL  
BE APPROVED BY P&Z AND  
CITY COUNCIL





**SURVEYOR'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF HUNT §

KNOW ALL MEN BY THESE PRESENTS:

That I, John Glas, 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.

John Glas  
R.P.L.S. No. 6081

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF HUNT §

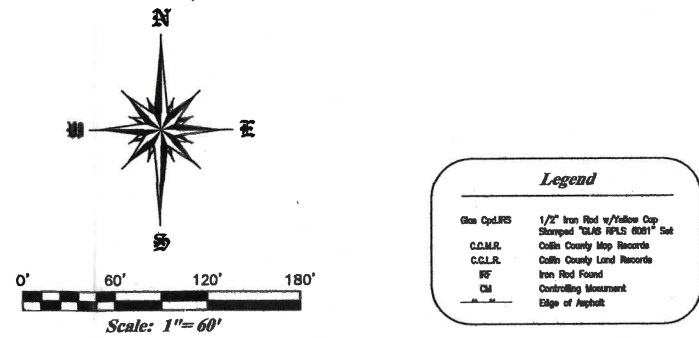
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John Glas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_, 2018.

Notary Public in and for  
The State of Texas

**NOTES**

- This survey has been performed with the benefit of Title Commitment GF No. CTHS55-8000551700059 issued by Chicago Title Insurance Company on May 30, 2017.
- Subject property is affected by any and all notes, details, easements and other matters that are shown on or as part of the recorded plat and/or as part of a title commitment/survey request.
- Source bearing is based on the north line of Logan Ford Ranch, Phase 1, an addition to the City of Lucas as recorded in Volume 2016, Page 321 of the Collin County Map Records.
- No part of the subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Map Number 48085C0410 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas, dated June 2, 2009 (Zone X). This statement does not imply that the property and/or structures will be free from flooding or flood damage. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor. The surveyor makes no representation as to the accuracy of said FIRM.
- 1/2-inch iron rod with yellow cap stamped "GLAS RPLS 6081" set at all lot corners, unless otherwise noted.
- Contours shown hereon are scaled from DFWmaps.com as accessed on February 19, 2018.



**CITY APPROVAL CERTIFICATE**

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas.

Chairman, Planning and Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Development Code and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

Director of Public Works \_\_\_\_\_ Date \_\_\_\_\_

The Director of Planning and Community Development hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

Director of Planning and Community Development \_\_\_\_\_ Date \_\_\_\_\_

**OWNER'S DEDICATION AND ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF COLLIN §

WHEREAS Goose Real Estate, Inc. is the owner of a tract of land situated in the State of Texas, County of Collin, and being part of the Calvin Boles Survey, Abstract No. 28, and being part of a 110.177 acre tract as recorded under Document No. 20170823001131220 of the Collin County Land Records with said premises being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found in the approximate center of Ford Lane marking the most southerly south 110.177 acre tract, the southeast corner of Logan Ford Ranch, Phase 6, an addition to the City of Lucas (in plotting process) southwest corner of a called 3.989 acre tract as recorded under Document No. 20170227000252560 of the Collin County being in the north line of a called 1.00 acre tract as recorded in Volume 5736, Page 2768 of the Collin County Land Records;

THENCE with the approximate center of Ford Lane, the south line of said 110.177 acre tract, partway with the south 1 addition, and partway with the north line of said 1.00 acre tract, North 88°02'07" West, 130.46 feet to a mag nail set marking the southeast corner of said 1.00 acre tract and North 88°36'22" West, 214.94 feet to a mag nail set marking the POINT OF BEGINNING;

THENCE with the approximate center of Ford Lane, the south line of said 110.177 acre tract, and the south line of said 88°36'22" West, 208.75 feet to a mag nail set and North 89°10'47" West, 391.26 feet to a mag nail set marking the southeast corner of said premises;

THENCE with the west line of said premises, North 00°47'45" East, 450.60 feet to a 1/2-inch iron rod with yellow cap stamped "GLAS RPLS 6081" set marking the northwest corner of said premises;

THENCE with the north line of said premises, South 89°10'47" East, 393.71 feet to a 1/2-inch iron rod with yellow cap stamped "GLAS RPLS 6081" set and South 88°36'22" East, 206.30 feet to a point for corner in pond marking the northeast corner of said premises;

THENCE with the east line of said premises, South 00°47'45" West, 450.62 feet to the point of beginning and containing said premises.

**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF COLLIN §

KNOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WE, Goose Real Estate, Inc., the Owner, do hereby bind themselves and their heirs, assigns and successors of title designating the hereinabove described property as Final Plat of Lots 1-3, Block A of Logan Ford Ranch, Phase 6, a City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies, utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, main efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right to enter to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the land and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certificate included on this plat. This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the City of Lucas.

Witness our hands at LUCAS, Texas, this \_\_\_\_ day of \_\_\_\_, 2018.

James Roberts, President of  
Goose Real Estate, Inc.

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_, 2018.

Notary Public in and for  
the State of Texas

**Final Plat of**  
**Lots 1-3, Block A**  
**Logan Ford Ranch, Phase 6**  
**being part of a 110.177 acre tract as recorded under Document No. 20170823001131220,**  
**Zoned: AO**  
**6.207 Gross Acres**  
**Less 0.207 Acre Right-of-Way Dedication**  
**Calvin Boles Survey, Abstract No. 28**  
**City of Lucas, Collin County, Texas**  
**February 26, 2018**

Revised: 2/20/2018  
Drawn by: JAC/0085

Owner:  
Goose Real Estate, Inc.  
2114 FM 1563, Suite 100  
Wills Point, TX 75686  
(903) 406-4246  
Attn: John Glas  
john.glas@gooselandsurveying.com

Surveyor:  
Glas Land Surveying  
2114 FM 1563, Suite 100  
Wills Point, TX 75686  
(903) 406-4246  
Attn: John Glas  
john.glas@glaslandsurveying.com

**Glas Land Surveying**  
2114 FM 1563, Suite 100  
Wills Point, TX 75686  
Office: (903) 406-4246 Fax: (903) 406-4246  
www.glaslandsurveying.com  
TSPS Firm No. 1014







# City of Lucas Council Agenda Request April 5, 2018

Item No. 04

Requester: Mayor Jim Olk

## **Agenda Item:**

Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies Program:

- Olivia Porsch – Lovejoy High School – Studying the Gospels
- Jerad King – Lovejoy High School – Environmentalism

## **Background Information:**

As part of the Lovejoy ISD Independent Studies Program, students from Lovejoy High School and Willow Springs Middle School are required to present their project of interest to a public audience and have asked if they may present their reports to the City Council. This is the fourth year in a row that the students of Lovejoy High School and the second year students from Willow Springs Middle School will be sharing their presentations with the City Council.

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas

## City Council Agenda Request

### April 5, 2018

Item No. 05

Requester: Public Works Director/City Engineer Stanton Foerster

#### **Agenda Item:**

Consider authorizing the City Manager to use the following roadway design elements in the Blondy Jhune Road project from the west bridge to Winningkoff Road: 1) 28-foot asphalt, 2) 24-foot concrete, and 3) 24-foot with two-foot concrete ribbons on each side of a 20-foot asphalt section.

#### **Background Information:**

Lakes Engineering has been engaged to complete the design of this project. The purpose of the project is to reconstruct the roadway. The roadway will remain two lanes wide. Staff will be bringing various elements before the City Council to discuss: 1) how to preserve the tree canopy, 2) how to lessen maintenance requirements, 3) how to improve safety.

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

1. Pavement Sections and Cross Sections
2. Cost Estimate for Blondy Jhune Alternatives
3. Blondy Jhune Road Typical Sections

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

NA

#### **Recommendation:**

Public Works Director/City Engineer Stanton Foerster recommends proceeding with a 24-foot concrete roadway to reduce the impacts to existing trees, drainage, and a 20-year pavement life.

#### **Motion:**

I make a motion to authorize the City Manager to use the following roadway elements in the following areas of the Blondy Jhune Road project:

- 1) 28-foot asphalt roadway

from \_\_\_\_\_  
to \_\_\_\_\_;  
and/or



**City of Lucas**  
**City Council Agenda Request**  
**April 5, 2018**

Item No. 05

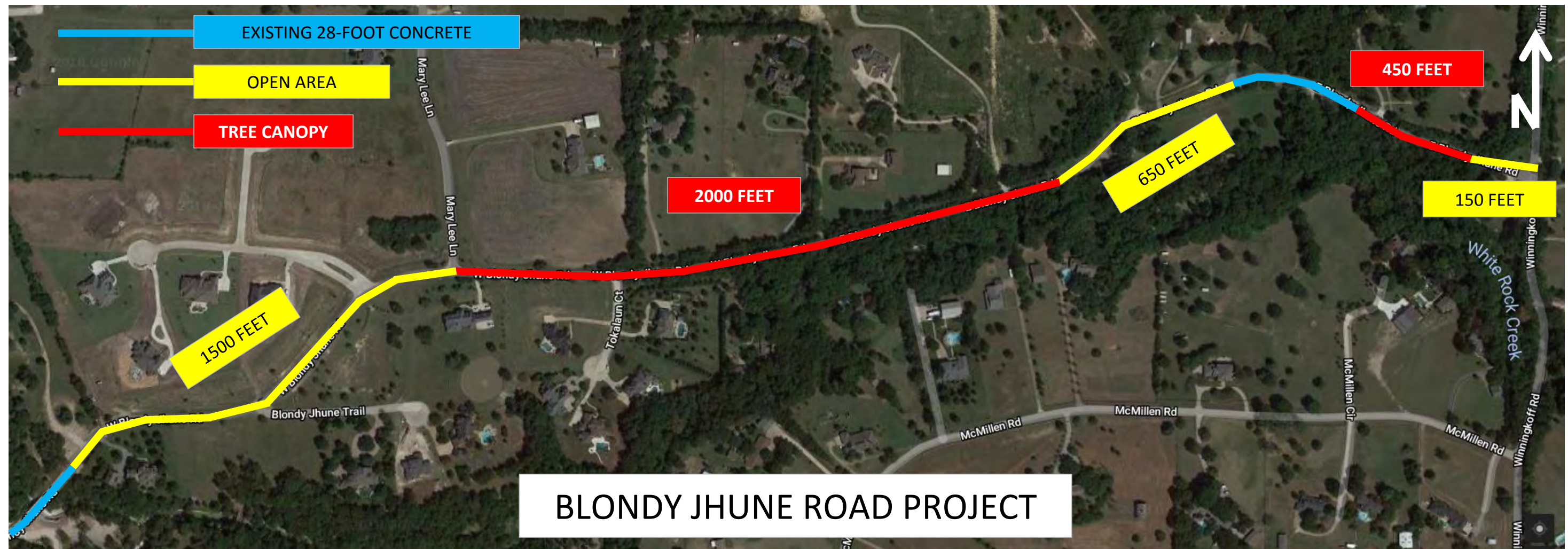
2) 24-foot concrete roadway

from \_\_\_\_\_  
to \_\_\_\_\_;  
and/or

3) 24-foot roadway consisting of two-foot concrete ribbons on each side of a 20-foot asphalt section

from \_\_\_\_\_  
to \_\_\_\_\_.





## Blondy Jhune Road Reconstruction Estimate of Pavement Cost Alternatives

### Alternative 1

28ft asphalt					
Item	Description	Unit	Quantity	Unit Cost	Total
0247 6041	FLEXIBLE BASE (CMP IN PLC)(TY A GR 1-2)(FINAL POS) (ASPH)	CY	3410	\$ 62.50	\$ 213,125.00
0260 6079	LIME TREATED (SUBGRADE)(6") (ASPH)(CONC)	SY	15840	\$ 4.80	\$ 76,032.00
0344 6014	SUPERPAVE MIXTURES 5" SP-B PG70-22 (ASPH)	TN	4070	\$ 68.00	\$ 276,760.00
0344 6122	SUPERPAVE MIXTURES 2" SP-D PG70-22 (ASPH)	TN	1630	\$ 83.00	\$ 135,290.00
<b>SUBTOTAL</b>					<b>\$ 701,207.00</b>

### Alternative 2

24ft concrete					
Item	Description	Unit	Quantity	Unit Cost	Total
0260 6079	LIME TREATED (SUBGRADE)(6") (ASPH)(CONC)	SY	13730	\$ 4.80	\$ 65,904.00
0360 6002	CONC PVMT (CONT REINF - CRCP) (8") (CONC)	SY	12670	\$ 45.79	\$ 580,159.30
<b>SUBTOTAL</b>					<b>\$ 646,063.30</b>

### Alternative 3

20ft asphalt with 2ft ribbon on each side (24ft total width)					
Item	Description	Unit	Quantity	Unit Cost	Total
0247 6041	FLEXIBLE BASE (CMP IN PLC)(TY A GR 1-2)(FINAL POS) (ASPH)	CY	2350	\$ 62.50	\$ 146,875.00
0260 6079	LIME TREATED (SUBGRADE)(6") (ASPH)(CONC)	SY	13730	\$ 4.80	\$ 65,904.00
0344 6014	SUPERPAVE MIXTURES 5" SP-B PG70-22 (ASPH)	TN	2910	\$ 68.00	\$ 197,880.00
0344 6122	SUPERPAVE MIXTURES 2" SP-D PG70-22 (ASPH)	TN	1170	\$ 83.00	\$ 97,110.00
0529 6008	CONC CURB & GUTTER (TY II)	CY	1410	\$ 320.00	\$ 451,200.00
<b>SUBTOTAL</b>					<b>\$ 958,969.00</b>

Note: Unit costs provided from TxDOT average bid prices. Unit costs may vary.

Prepared for:

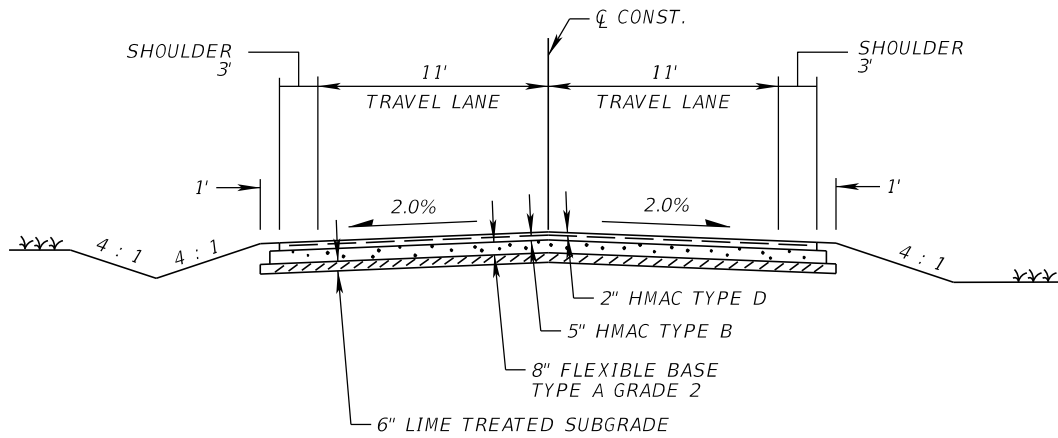


Prepared by:

**LAKES**  
ENGINEERING, INC.

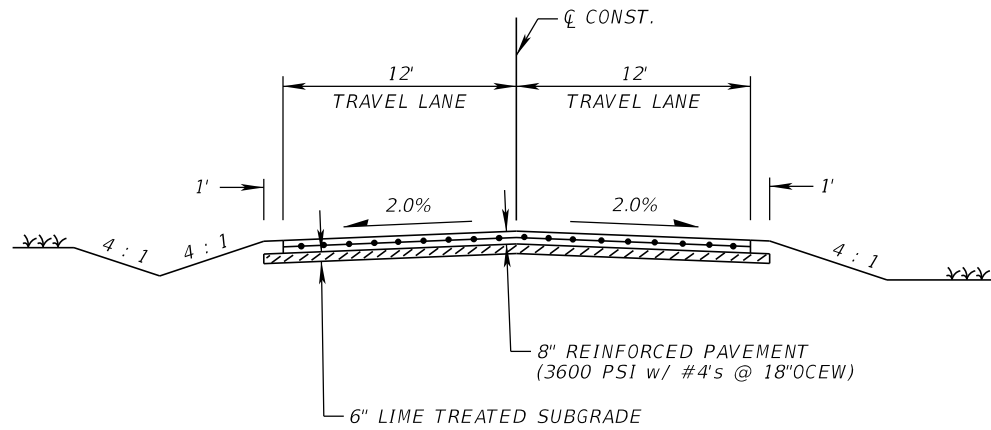
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3/27/2018  
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C:\Transfer\17-113 Blondy Jhune\1800457\4 - Design\Plan Set\3. Roadway\Typsect (2018-3-26) Agenda Item.dgn



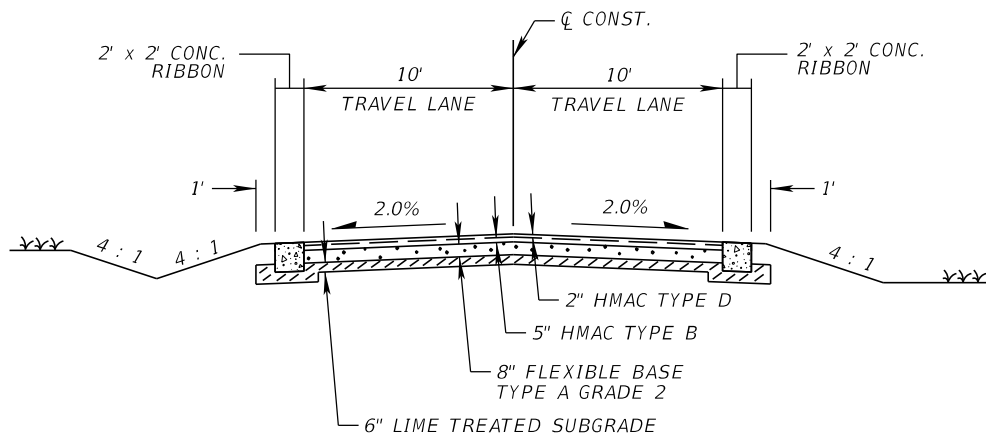
ALTERNATIVE 1

STA. 125+08.65 TO STA. 166+56.70  
STA. 170+69.76 TO STA. 176+71.08



ALTERNATIVE 2

STA. 125+08.65 TO STA. 166+56.70  
STA. 170+69.76 TO STA. 176+71.08



ALTERNATIVE 3

STA. 125+08.65 TO STA. 166+56.70  
STA. 170+69.76 TO STA. 176+71.08

DESIGN SPEED 35  
POSTED SPEED 30

DATE	REVISIONS
	DESCRIPTION

**LAKESE**  
ENGINEERING, INC.

CHRISTOPHER P. MESZLER, P.E.  
LIC. No. 112052  
1903 CENTRAL DRIVE, SUITE #405  
BEDFORD, TX 76021  
PHONE: 817.618.3640  
TBPE REG. F-15243



CITY OF LUCAS  
PUBLIC WORKS DEPARTMENT  
665 COUNTRY CLUB ROAD  
LUCAS, TX. 75002

*BLONDY JHUNE ROAD*  
*TYPICAL SECTIONS*

SHEET  
NO.  
5

NOT FOR CONSTRUCTION  
PRELIMINARY AND SUBJECT TO CHANGE

CALL BEFORE YOU DIG  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG. DRILL.  
ON DIAL - STOP CALL



TEXAS ONE CALL SYSTEM  
1-800-DIG-TESS



# City of Lucas

## City Council Agenda Request

### April 5, 2018

Item No. 06

Requester: Public Works Director/City Engineer Stanton Foerster

#### **Agenda Item:**

Update the City Council regarding TxDOT requirements and provide direction to the City Manager regarding the opportunity to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection and make improvements to the northwest corner of the same intersection.

#### **Background Information:**

The Texas Department of Transportation (TxDOT) is planning to update the traffic signal at this intersection in June or July. Public Works Director/City Engineer Stanton Foerster met with TxDOT to discuss two main items: 1) improvements to the city property on the northwest corner to eliminate the W. Lucas Road ditch and the need for guardrail and 2) a fourth leg/new driveway on the south side of the intersection to improve access to the commercial businesses at 995 (Willard property) and 1005 (Craig's Car Care) W. Lucas Road. TxDOT is requiring the city to start the construction by the end of April 2018.

On September 21 and October 19, 2017, the City Council was briefed by staff on the opportunity to improve safety in this intersection. The City Council directed the City Manager to contact the property owners impacted by the addition of the fourth approach.

Public Works Director/City Engineer Stanton Foerster has communicated directly with Alan Spurgin, Bobby Willard, and Craig Zale.

Alan Spurgin (1015 W. Lucas Road) involvement is very minor. The driveway to his home is not much of a factor. Craig Zale is willing to let Mr. Spurgin use the new easement across Mr. Zale's property.

Craig Zale of Craig's Car Care (1005 W. Lucas Road) is willing to make changes to his drive and allowing cross traffic within a new easement.

Bobby Willard (995 W. Lucas Road) has not committed to this project.

The Public Works Director has determined that 1045 and 945 W. Lucas Road, given the current uses, should not be required to participate by closing their driveways and using the proposed new fourth approach.

When the new turn lanes were added to the intersection in 2013, modifications were made to the drainage system. These improvements are causing unforeseen issues with the pavement integrity and need to be addressed. The quantities and schematic plans for the fourth leg were added to





# City of Lucas

## City Council Agenda Request

### April 5, 2018

Item No. 06

the Stinson Road/W. Lucas Road Bid Items as an “Additive Alternate”. This was done by staff to determine the cost of the new driveway and drainage improvements. Bids on this project were received on March 8, 2018.

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

1. Schematics and Plans

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

The use of RTR funds, roadway impact fees and/or Road Maintenance fund could be used depending on the scope of the work. Staff has contacted the NCTCOG about the use of the RTR funds for this work.

#### **Recommendation:**

Public Works Director/City Engineer Stanton Foerster recommends proceeding with the addition of the fourth approach.

#### **Motion:**

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

- 1) work with TxDOT and add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection; and
- 2) make drainage improvements to the northwest corner of the same intersection.

CITY OF LUCAS, TEXAS

CONSTRUCTION PLANS FOR:

**STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS**

DESIGN SPEED: 35 M.P.H.

CITY COUNCIL

JIM OLK, MAYOR  
KATHLEEN PEELE, MAYOR PRO-TEM  
WAYNE MILLSAP  
TIM BANEY  
STEVE DUKE  
PHILIP LAWRENCE  
DEBBIE FISHER

CITY MANAGER

JONI CLARKE

PUBLIC WORKS DIRECTOR/CITY ENGINEER

STANTON FOERSTER, P.E.

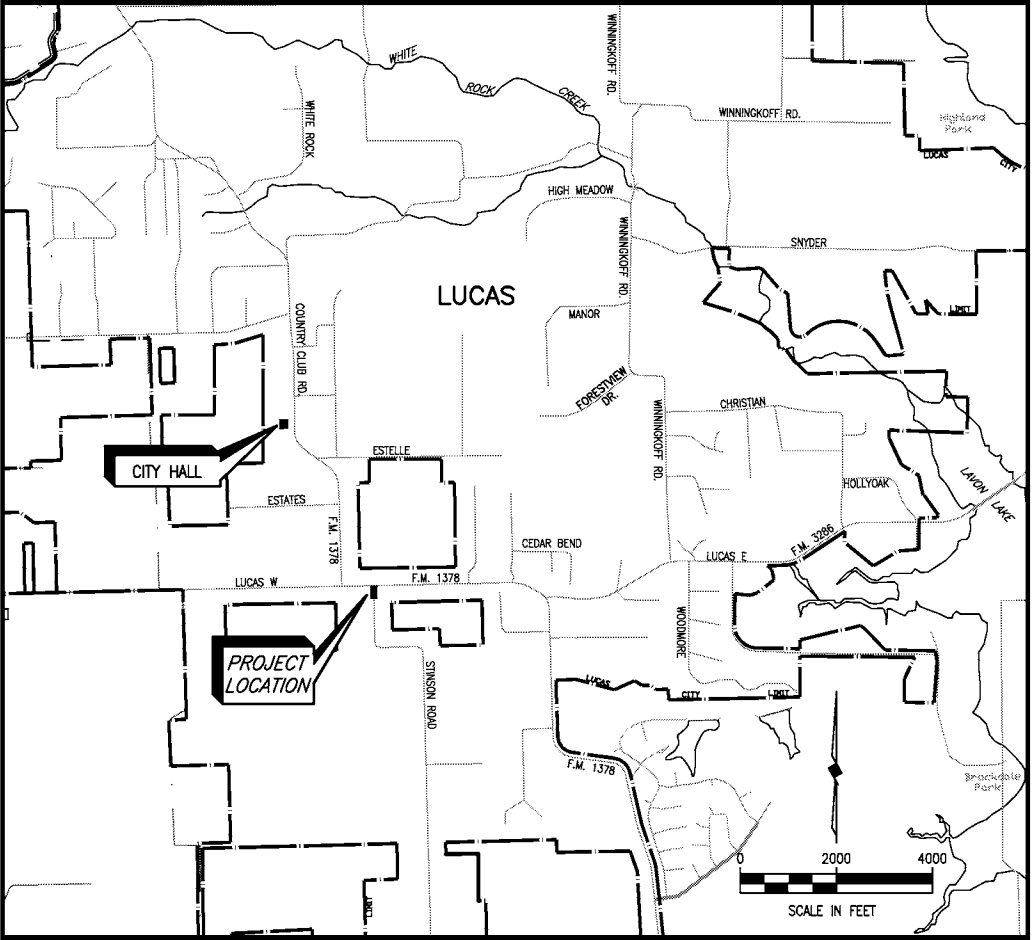


PREPARED BY

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

February 2018

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



LOCATION MAP

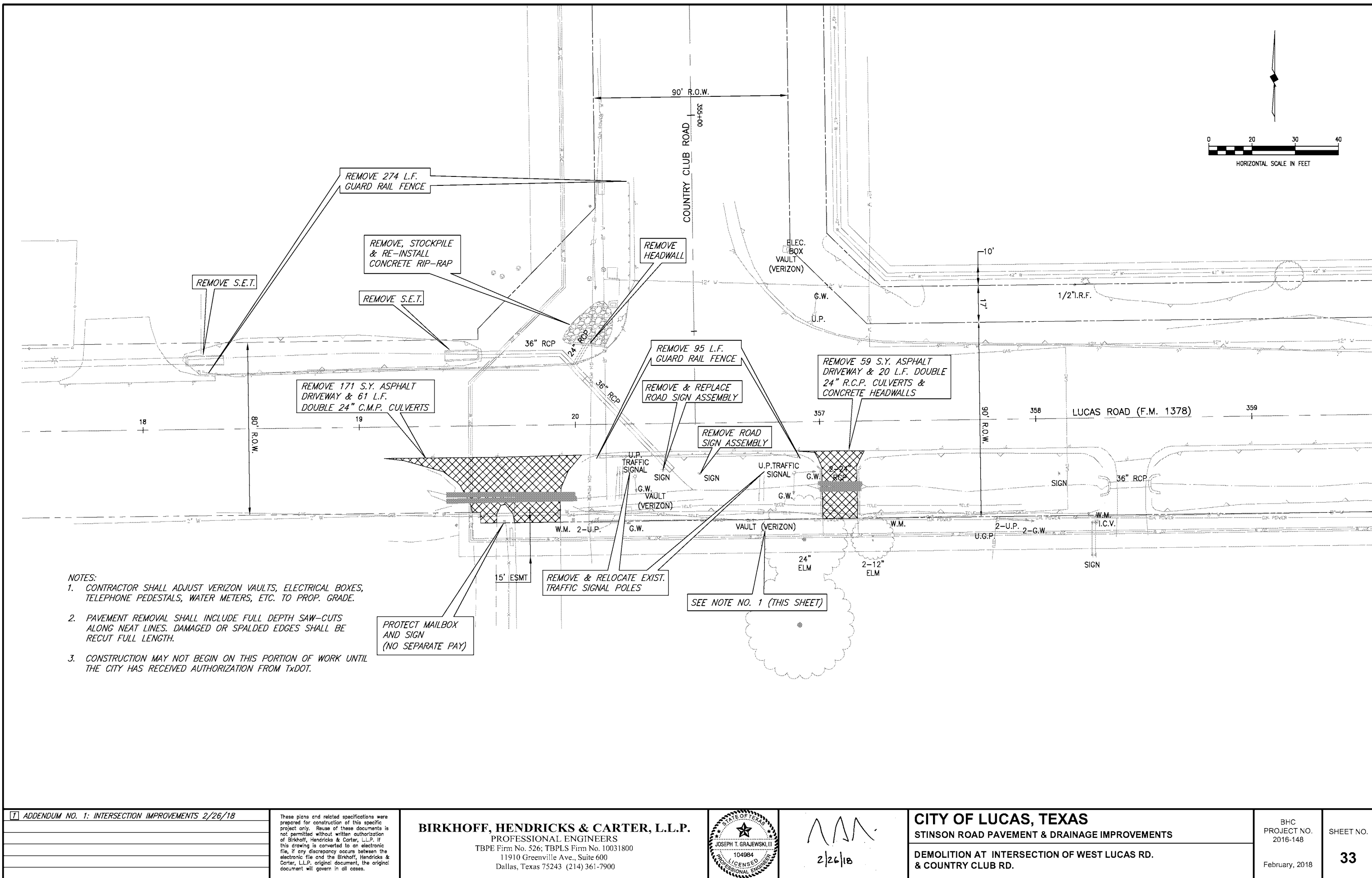
SHEET INDEX

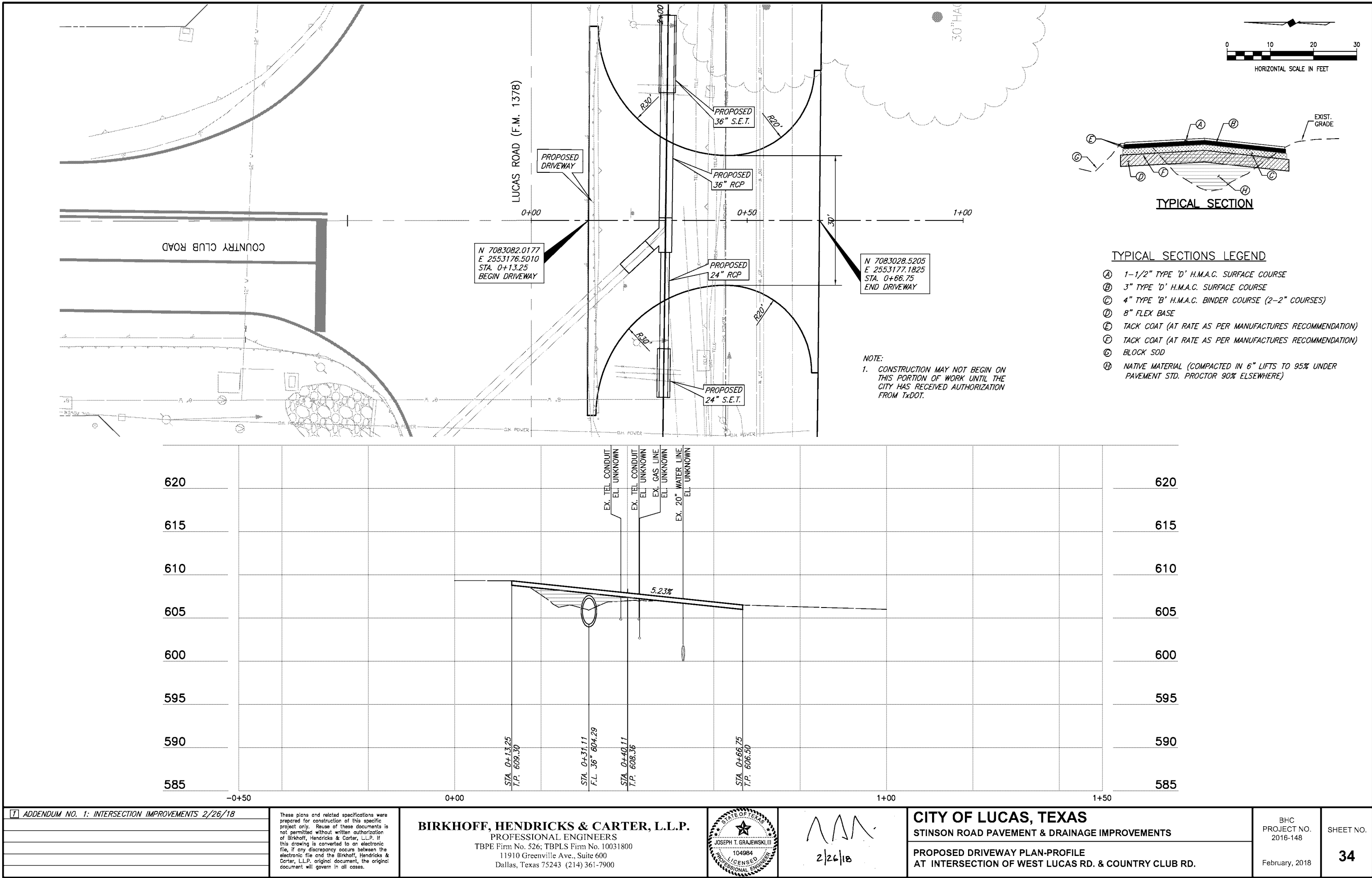
1	COVER SHEET, LOCATION MAP AND SHEET INDEX
2	GENERAL NOTES
3	TYPICAL SECTIONS
4	REMOVAL SHEET/SURVEY CONTROL POINTS
5	STINSON ROAD PAVING PLAN PROFILE
6-10	STINSON ROAD CROSS SECTIONS
11	PERMANENT MARKING AND SIGNAGE PLAN
12	DRAINAGE AREA MAP W/ CALCULATION TABLE
13	STINSON ROAD CULVERT REPLACEMENT PLAN PROFILE
14	CONSTRUCTION DETAILS
15-17	CULVERTS & SAFETY END TREATMENT DETAILS
18-32	TRAFFIC CONTROL & BARRICADE DETAILS
33	DEMOLITION AT INTERSECTION OF LUCAS RD. & COUNTRY CLUB RD.
34	PROPOSED DRIVEWAY PLAN-PROFILE
35	PROPOSED DRIVEWAY CULVERT PLAN-PROFILE
36	EXISTING DRIVEWAY LOCATIONS
37	CULVERT IMPROVEMENTS
38	PAVEMENT MARKINGS

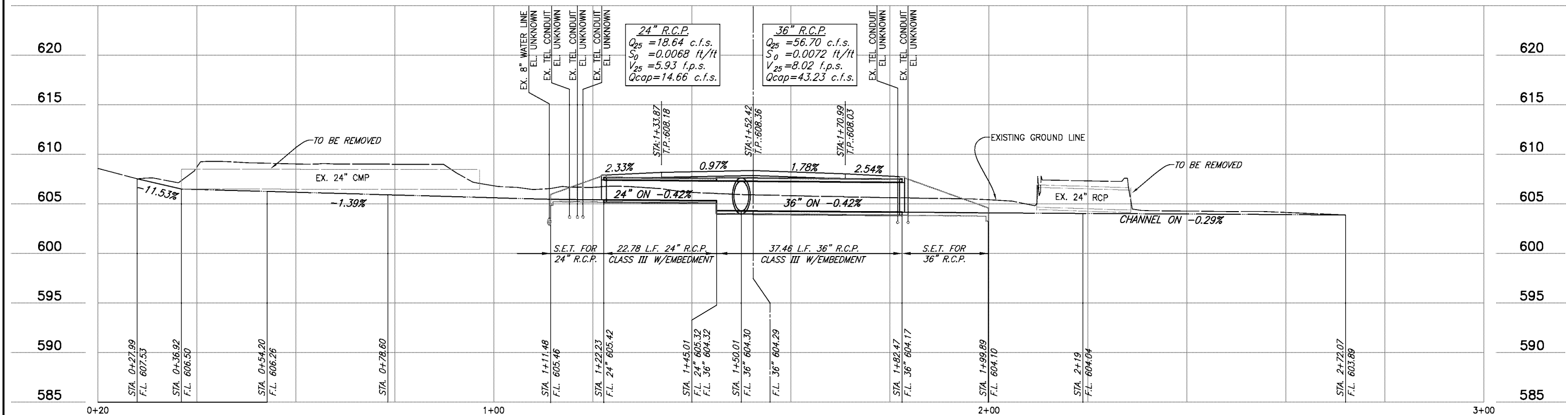
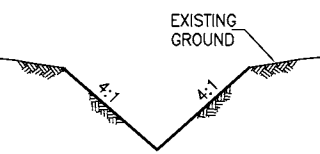
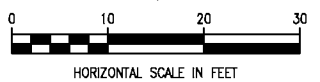
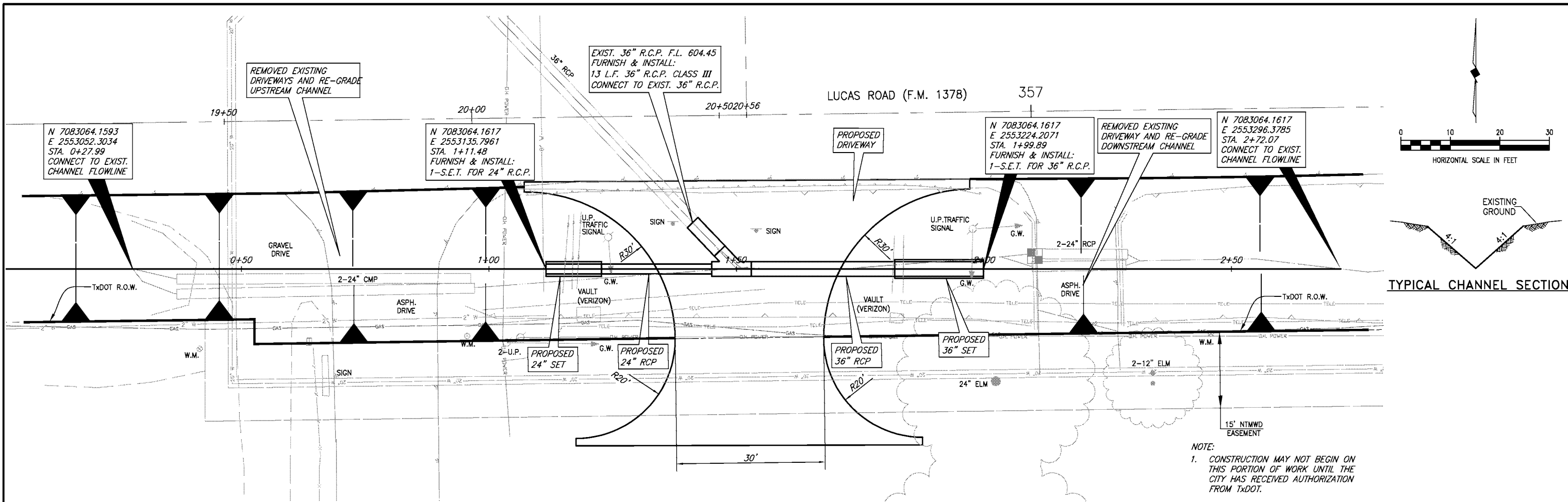
ADDENDUM NO.1



2/26/18



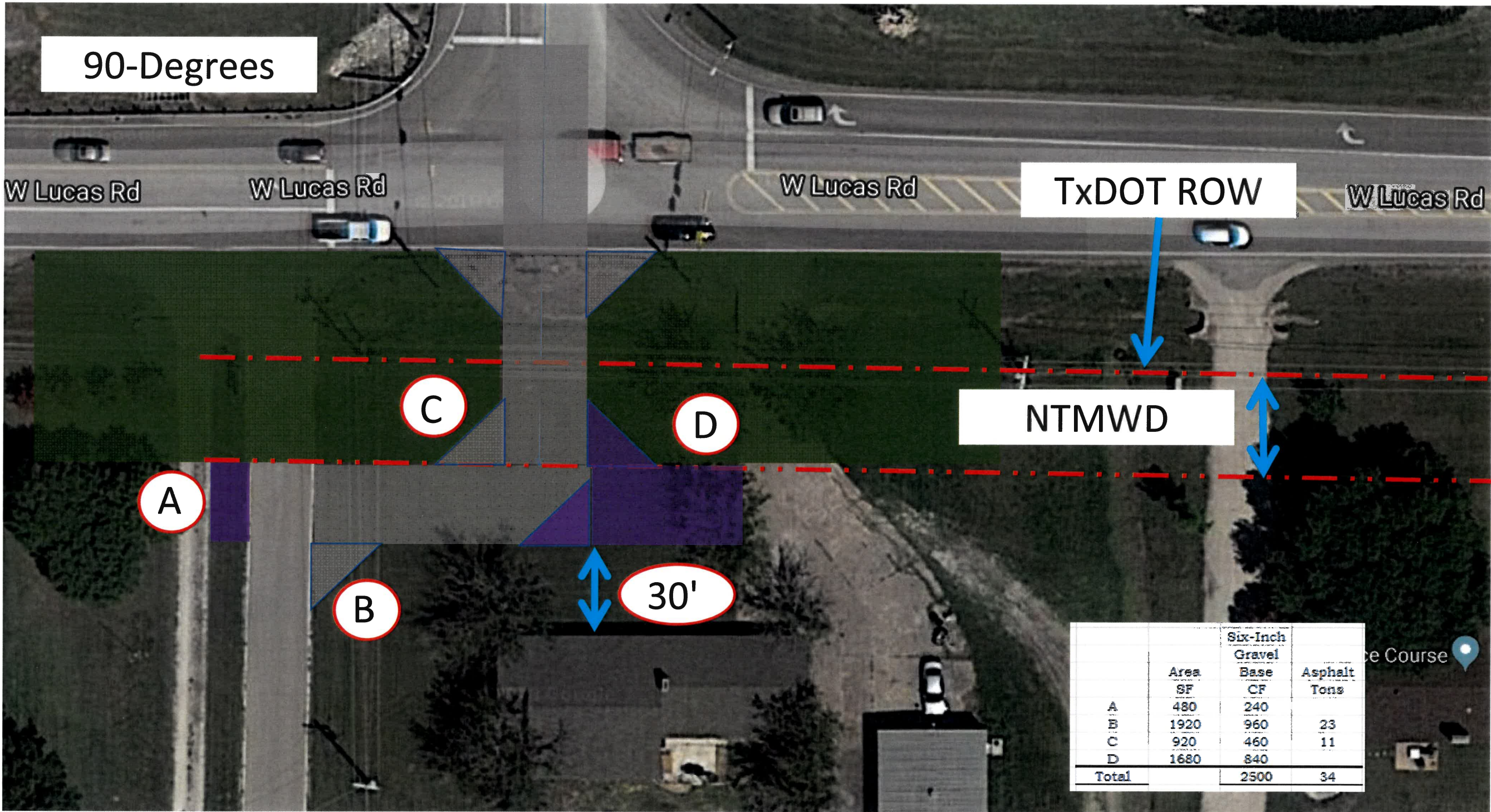




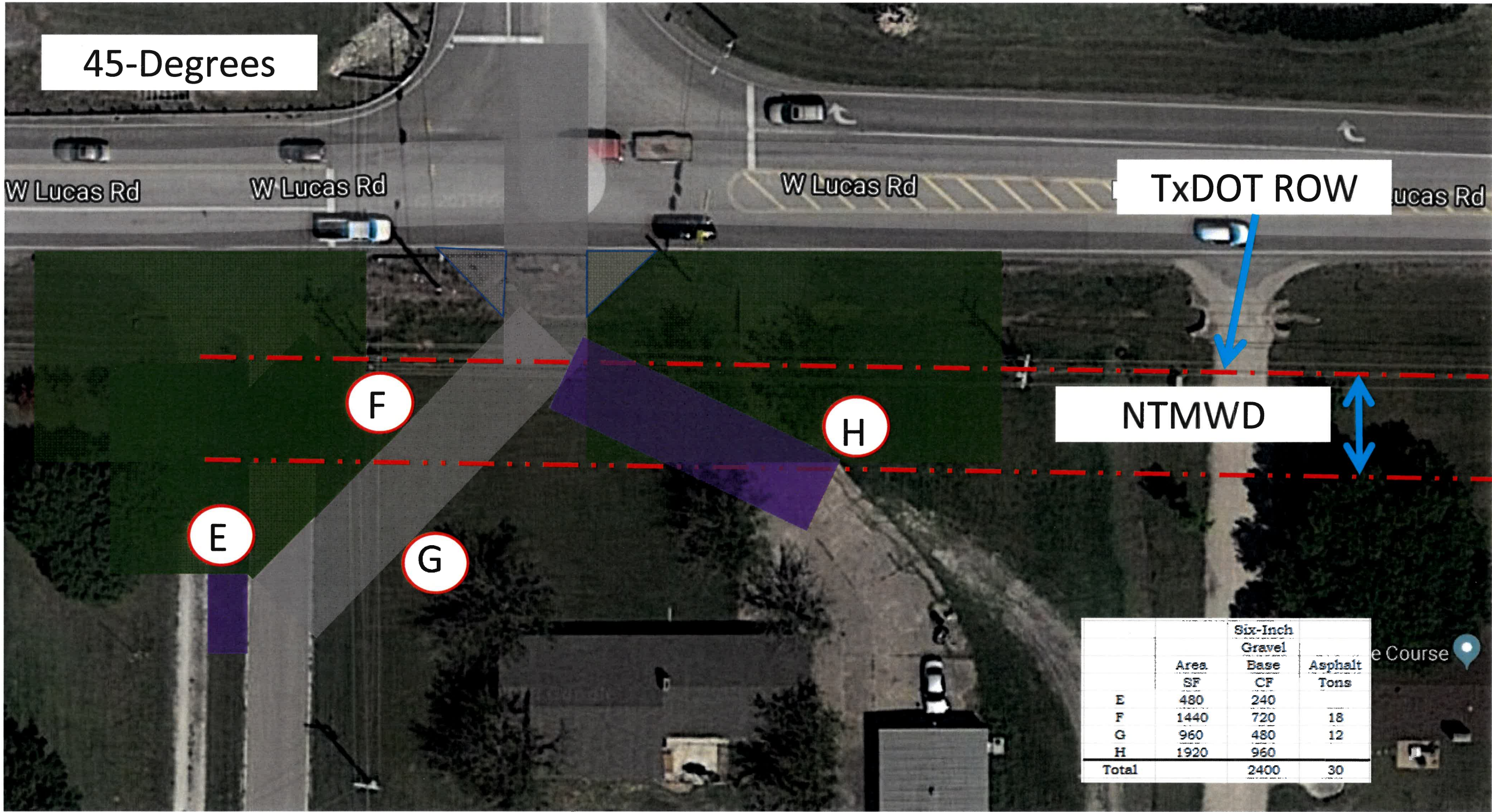














(Myrtle)

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Sta. 333+31 - Sta. 368+12

Sta. 333+31 - Sta. 368+12

**3.719 Acres**

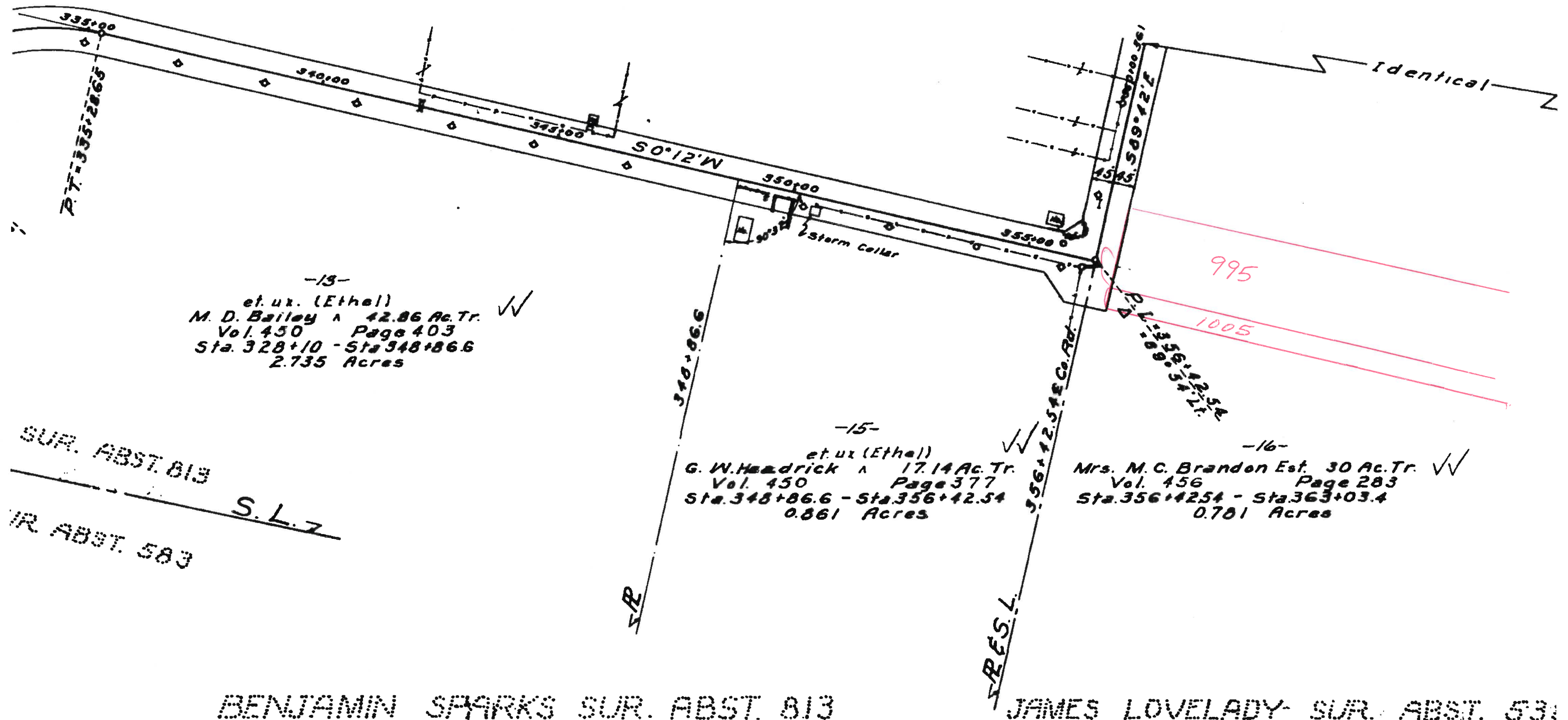
16°/6' Rt.

'2000'

'55.77'

'68.09'

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SUR. ABST. 813

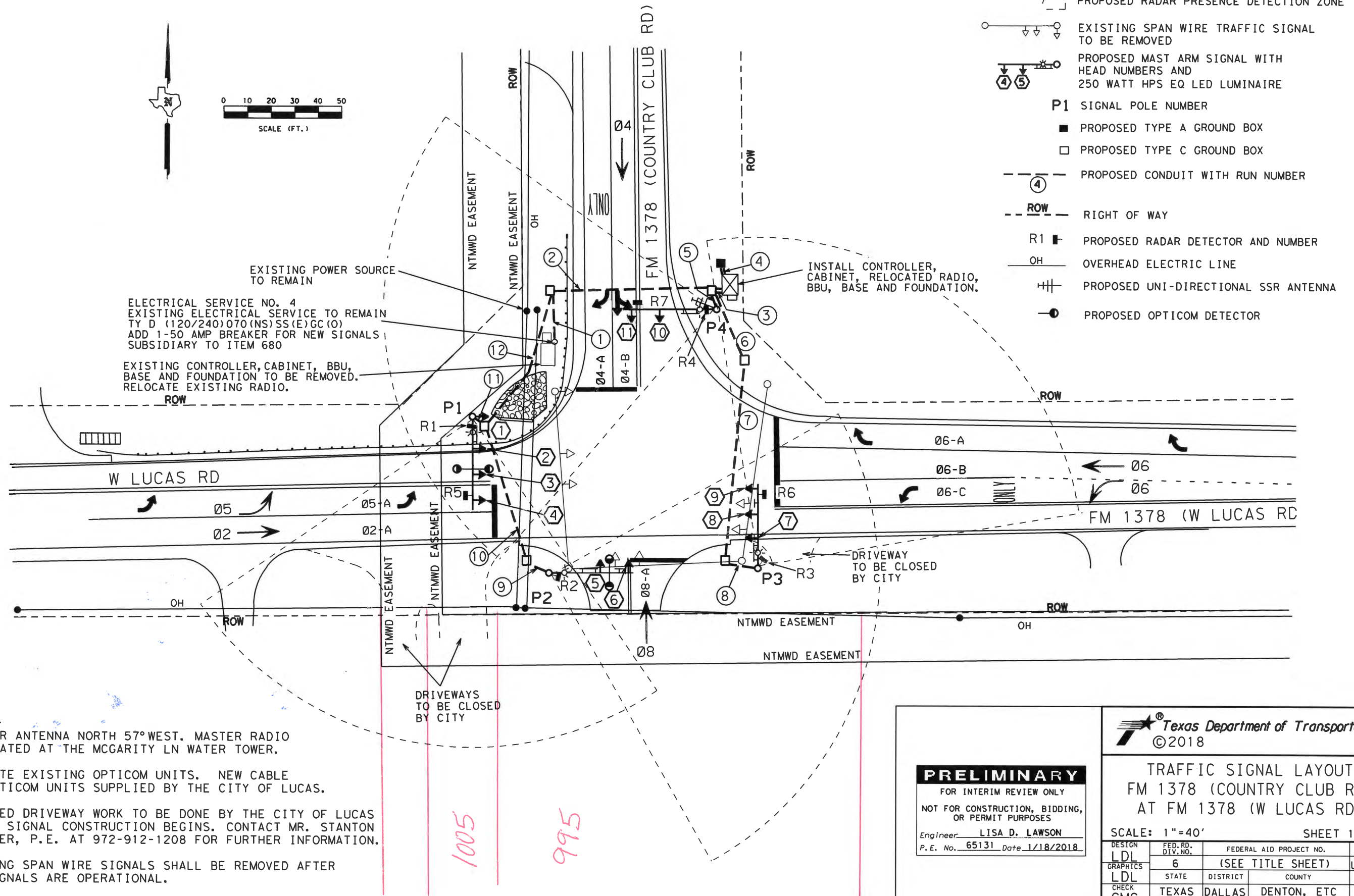
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S. L. 7

BENJAMIN SPARKS SUR. ABST. 813

1 JAMES LOVELADY- SUR. ABST. 534

FILE: U:\FM 1378 at W Lucas Rd in Lucas 1392-01-043\Second mast arm design to allow for south driveway\Lucas Rd signal layout driveway.dgn





# City of Lucas Council Agenda Request April 5, 2018

Item No. 07

Requester: Public Works Director/City Engineer Stanton Foerster

## **Agenda Item:**

Consider authorizing the City Manager to enter into an agreement for the construction of the Stinson Road Paving and Drainage Improvements project with the lowest responsible bidder, Camino Construction, LP in an amount not to exceed \$391,572 plus a 25% contingency in the amount of \$97,000.00 for a total of \$488,572.00 and allocate funding.

## **Background Information:**

On December 16, 2016, the City of Lucas engaged the professional services of Birkhoff, Hendricks & Carter, LLP for the design of the Stinson Road/W. Lucas Road intersection improvements.

Birkhoff's "opinion of probable construction cost" for the Stinson Road widening and the culvert under Stinson Road parallel to W. Lucas Road was \$245,000.

On January 4, 2018, the City Council eliminated the W. Lucas Road turn lane from the project.

Public Works Director/City Engineer Stanton Foerster requested Birkhoff to add W. Lucas Road/Country Club Road intersection drainage improvements as well as a fourth leg extending south from the intersection to the Willard property to the bid items as an Additive Alternate.

On March 8, 2018, bids were received for the Stinson Road work as well as the Additive Alternate. These bids included durations of project construction for the Stinson Road work. The difference between the two Birkhoff recommend bidders is \$24,365.79, and the low bidder stating that 35 additional days are needed. McMahon Contracting, LP was the second lowest bidder regarding cost. Their information is as follows:

- Bid \$415,937.79
- 25% Contingency \$103,000.00
- Total of \$518,937.79
- 120 calendar days

Staff has contacted the North Central Texas Council of Governments staff and requested the use of Regional Toll Revenue funds on this project.

## **Attachments/Supporting Documentation:**

1. Birkhoff Bid Tabulation and Evaluation
2. Schematic



# City of Lucas Council Agenda Request April 5, 2018

Item No. 07

## **Budget/Financial Impact:**

	<u><b>Camino</b></u>	<u><b>McMahon</b></u>
Number of Days	155	120
A) 21-8210-491		
Stinson Road/W. Lucas Road Intersection	\$409,572.00	\$439,937.79
B) 21-8210-301		
W. Lucas Road/Country Club Road – RTR	\$79,000.00	\$79,000.00
Total	\$488,572.00	\$518,937.79

If McMahon is used the funding is as follows: \$439,937.79 from 21-8210-491-124 “Stinson Road/W. Lucas Road Intersection” and \$79,000.00 from 21-8210-301 “W. Lucas Road/Country Club Road – RTR”

## **Recommendation:**

Public Works Director/City Engineer Stanton Foerster recommends Camino Construction, LP in an amount not to exceed \$488,572.00 and lasting 155 calendar days.

## **Motion:**

I make a motion to authorize the City Manager to enter into a construction agreement for the construction of the Stinson Road Paving and Drainage Improvements project with Camino Construction, LP in an amount not to exceed \$391,572 plus a 25% contingency in the amount of \$97,000.00 for a total of \$488,572.00 and lasting 155 calendar days using \$409,572.00 from 21-8210-491-124 “Stinson Road/W. Lucas Road Intersection” and \$79,000.00 from 21-8210-301 “W. Lucas Road/Country Club Road – RTR”.



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

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

March 16, 2018

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

Re: Stinson Road Paving & Drainage Improvements  
Bid Tabulation & Evaluation

Dear Mr. Foerster:

We have checked the bids received at 2:00 p.m., March 8, 2018, for the Stinson Road Paving & Drainage Improvements project. We are enclosing two (2) copies of the Bid Summary and itemized Bid Tabulation.

Camino Construction, LP of Lewisville, Texas submitted the lowest total bid in the amount of \$391,572.00 as follows:

Base Bid	\$252,273.00	105	calendar days
Additive Alternate	\$139,299.00	50	calendar days
<b>Total Amount Bid</b>	<b>\$391,572.00</b>	<b>155</b>	<b>calendar days</b>

We have reviewed their experience record and contacted several of their references. Camino Construction has successfully completed similar projects for the Cities of McKinney, Garland and Dallas.

Based on our review of the low bidder's statement of qualifications and past performance provided by their references, it is our opinion that Camino Construction, LP has the equipment and experience to properly complete this project.

McMahon Contracting, L.P. of Grand Prairie, Texas submitted the second lowest total bid in the amount of \$415,937.79 as follows:

Base Bid	\$259,019.73	90	calendar days
Additive Alternate	\$156,918.06	30	calendar days
<b>Total Amount Bid</b>	<b>\$415,937.79</b>	<b>120</b>	<b>calendar days</b>

We have reviewed their experience record and contacted several of their references. McMahon Contracting has successfully completed similar projects for the Cities of Mansfield, Grand Prairie and Sachse.

Mr. Stanton Foerster, P.E.  
Stinson Road – Bid Evaluation  
March 16, 2018  
Page 2 of 2

Based on our review of the low bidder's statement of qualifications and past performance provided by their references, it is our opinion that McMahon Contracting, L.P. has the equipment and experience to properly complete this project.

The difference of the total amount bid between the low bidder and the second low bidder amounts to \$24,365.79, however the low bidder included 35 additional calendar days to complete the project. Accordingly, based on the information we have available to us, we recommend that the City consider awarding the construction contract to Camino Construction, LP in the amount of \$391,572.00 with 155 calendar days or to McMahon Contracting, L.P. in the amount of \$415,937.79 with 120 calendar days.

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

Sincerely,



Joseph T. Grajewski, P.E.

Enclosures

**CITY OF LUCAS, TEXAS**  
**Stinson Road Paving & Drainage Improvements**

**BID SUMMARY**

**Bids Received at 2:00 p.m., Thursday, March 8, 2018**

<b>Contractor</b>	<b>BASE BID</b>		<b>ADDITIVE ALTERNATE</b>		<b>TOTAL AMOUNT BID</b>	
	<b>(Items 101 - 125)</b>	<b>Cal. Days</b>	<b>(Items 201 - 231)</b>	<b>Cal. Days</b>	<b>(Base + Alternate)</b>	<b>Cal. Days</b>
1. Camino Construction, LP 1208 Metro Park Lewisville, Texas 75057	\$ 252,273.00	105	\$ 139,299.00	50	\$ 391,572.00	155
2. McMahon Contracting L.P. 3019 Roy Orr Blvd. Grand Prairie, Texas 75050	\$ 259,019.73	90	\$ 156,918.06	30	\$ 415,937.79	120
3. Jeske Construction Co. P.O. Box 59025 Dallas, Texas 75229	\$ 267,887.00	90	\$ 159,572.00	60	\$ 427,459.00	150



TABULATION OF BIDS				BID OF		BID OF		BID OF	
Date: March 8, 2018									
Project: CITY OF LUCAS, TEXAS				Camino Construction, LP		McMahon Contracting L.P.		Jeske Construction Co.	
Stinson Road Paving & Drainage Improvements				1208 Metro Park		3019 Roy Orr Blvd.		P.O. Box 59025	
				Lewisville, Texas 75057		Grand Prairie, Texas 75050		Dallas, Texas 75229	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
			BID PACKAGE NO. 1 (STINSON ROAD PAVING & DRAINAGE IMPROVEMENTS)						
101	3	Sta.	Prepare Right-of-Way, Insurance, Bonds & Mobilization	\$8,636.00	\$ 25,908.00	\$14,364.40	\$ 43,093.20	\$10,400.00	\$ 31,200.00
102	476	C.Y.	Unclassified Excavation	\$16.00	\$ 7,616.00	\$24.84	\$ 11,823.84	\$30.00	\$ 14,280.00
103	748	S.Y.	Remove & Dispose of Asphalt Pavement	\$21.00	\$ 15,708.00	\$14.11	\$ 10,554.28	\$9.00	\$ 6,732.00
104	37	L.F.	Remove & Dispose of Existing 18-Inch CMP	\$10.00	\$ 370.00	\$16.26	\$ 601.62	\$41.00	\$ 1,517.00
105	37	L.F.	Remove & Dispose of Existing 36-Inch RCP	\$15.00	\$ 555.00	\$31.55	\$ 1,167.35	\$52.00	\$ 1,924.00
106	895	S.Y.	Furnish & Install 6-Inch Reinforced Concrete Pavement	\$77.00	\$ 68,915.00	\$53.34	\$ 47,739.30	\$75.00	\$ 67,125.00
107	1,165	S.Y.	Furnish & Install 8-Inch Lime Treated Subgrade	\$8.00	\$ 9,320.00	\$4.87	\$ 5,673.55	\$16.00	\$ 18,640.00
108	21	Tons	Furnish & Install Hydrated Lime (36 lbs/SY)	\$300.00	\$ 6,300.00	\$198.00	\$ 4,158.00	\$190.00	\$ 3,990.00
109	47	Tons	Furnish & Install Type 'B' HMAC	\$226.00	\$ 10,622.00	\$150.00	\$ 7,050.00	\$198.00	\$ 9,306.00
110	65	Tons	Furnish & Install Type 'D' HMAC	\$282.00	\$ 18,330.00	\$120.00	\$ 7,800.00	\$201.00	\$ 13,065.00
111	62	S.Y.	Wedge Mill Existing Asphalt Pavement	\$151.00	\$ 9,362.00	\$42.00	\$ 2,604.00	\$10.00	\$ 620.00
112	83	L.F.	Funrish & Install 2-3' x 2' Reinforced Concrete Box Culvert	\$407.00	\$ 33,781.00	\$519.49	\$ 43,117.67	\$575.00	\$ 47,725.00
113	2	Ea.	Furnish & Install Safety End Treatment for Box Culverts	\$6,300.00	\$ 12,600.00	\$15,000.00	\$ 30,000.00	\$7,500.00	\$ 15,000.00
114	60	L.F.	Furnish & Install 18-Inch Corrugated Metal Pipe	\$68.00	\$ 4,080.00	\$82.27	\$ 4,936.20	\$90.00	\$ 5,400.00
115	2	Ea.	Furnish & Install 18-Inch Safety End Treatment	\$1,800.00	\$ 3,600.00	\$3,000.00	\$ 6,000.00	\$1,700.00	\$ 3,400.00
116	354	L.F.	Furnish & Install 4-Inch Solid White Thermoplastic Stripe	\$3.00	\$ 1,062.00	\$5.72	\$ 2,024.88	\$2.00	\$ 708.00
117	153	L.F.	Furnish & Install 4-Inch Solid Yellow Thermoplastic Stripe	\$3.00	\$ 459.00	\$5.72	\$ 875.16	\$5.00	\$ 765.00
118	2	Ea.	Furnish & Install White Thermoplastic Turn Arrow & "ONLY" Marking	\$600.00	\$ 1,200.00	\$900.00	\$ 1,800.00	\$360.00	\$ 720.00
119	1	Ea.	Funrish & Install Sign R3-8b(MOD)	\$600.00	\$ 600.00	\$594.00	\$ 594.00	\$430.00	\$ 430.00
120	1	Ea.	Furnish & Install Sign R1-1	\$600.00	\$ 600.00	\$594.00	\$ 594.00	\$430.00	\$ 430.00
121	1	Ea.	Furnish & Install Sign W1-10	\$1,100.00	\$ 1,100.00	\$714.00	\$ 714.00	\$990.00	\$ 990.00
122	965	S.Y.	Furnish, Install & Maintain Solid Block Sod	\$9.00	\$ 8,685.00	\$12.00	\$ 11,580.00	\$8.00	\$ 7,720.00
123	1	L.S.	Furnish Stormwater Pollution Prevention Plan	\$1,500.00	\$ 1,500.00	\$954.00	\$ 954.00	\$1,800.00	\$ 1,800.00
124	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$2,000.00	\$ 2,000.00	\$7,200.00	\$ 7,200.00	\$2,400.00	\$ 2,400.00
125	1	L.S.	Furinsh, Install, Maintin & Remove Traffic Control Devices	\$8,000.00	\$ 8,000.00	\$6,364.68	\$ 6,364.68	\$12,000.00	\$ 12,000.00
			AMOUNT OF BASE BID (Items 101 Through 125)		\$ 252,273.00		\$ 259,019.73		\$ 267,887.00
			Calendar Days Bid (Base Bid):	105		90		90	

TABULATION OF BIDS				Date: March 8, 2018		BID OF		BID OF		BID OF	
Project: CITY OF LUCAS, TEXAS				BIRKHOFF, HENDRICKS & CARTER, L.L.P.		Camino Construction, LP		McMahon Contracting L.P.		Jeske Construction Co.	
Stinson Road Paving & Drainage Improvements				PROFESSIONAL ENGINEERS		1208 Metro Park		3019 Roy Orr Blvd.		P.O. Box 59025	
				Dallas, Texas		Lewisville, Texas 75057		Grand Prairie, Texas 75050		Dallas, Texas 75229	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
			ADDITIVE ALTERNATE NO. 1								
201	1	L.S.	Prepare Right-of-Way, Insurance, Bonds & Mobilization	\$4,300.00	\$ 4,300.00	\$21,546.60	\$ 21,546.60	\$11,600.00	\$ 11,600.00		
202	200	C.Y.	Unclassified Excavation	\$35.00	\$ 7,000.00	\$27.02	\$ 5,404.00	\$30.00	\$ 6,000.00		
203	230	S.Y.	Remove & Dispose of Asphalt Pavement	\$21.00	\$ 4,830.00	\$19.78	\$ 4,549.40	\$9.00	\$ 2,070.00		
204	369	L.F.	Remove & Dispose of Metal Beam Guard Fence	\$10.00	\$ 3,690.00	\$7.70	\$ 2,841.30	\$6.00	\$ 2,214.00		
205	61	L.F.	Remove & Dispose of 2-24" Corrugated Metal Culvert Pipe	\$20.00	\$ 1,220.00	\$37.56	\$ 2,291.16	\$29.00	\$ 1,769.00		
206	20	L.F.	Remove & Dispose of 2-24" Reinforced Concrete Culvert Pipe and Concrete Headwalls	\$20.00	\$ 400.00	\$55.44	\$ 1,108.80	\$35.00	\$ 700.00		
207	1	Ea.	Remove & Replace Road Sign Assembly	\$1,200.00	\$ 1,200.00	\$1,230.00	\$ 1,230.00	\$500.00	\$ 500.00		
208	1	Ea.	Remove & Dispose of Road Sign Assembly	\$100.00	\$ 100.00	\$180.00	\$ 180.00	\$300.00	\$ 300.00		
209	2	Ea.	Remove & Dispose of 36-inch Safety End Treatment	\$700.00	\$ 1,400.00	\$867.05	\$ 1,734.10	\$1,800.00	\$ 3,600.00		
210	1	Ea.	Remove & Dispose of 24-inch Culvert Headwall	\$525.00	\$ 525.00	\$867.03	\$ 867.03	\$1,400.00	\$ 1,400.00		
211	1	L.S.	Remove, Stockpile & Re-Install Concrete Riprap	\$1,500.00	\$ 1,500.00	\$7,197.86	\$ 7,197.86	\$4,100.00	\$ 4,100.00		
212	50	Tons	Furnish & Install Type 'B' HMAC	\$219.00	\$ 10,950.00	\$174.00	\$ 8,700.00	\$174.00	\$ 8,700.00		
213	70	Tons	Furnish & Install Type 'D' HMAC	\$271.00	\$ 18,970.00	\$138.00	\$ 9,660.00	\$178.00	\$ 12,460.00		
214	125	Tons	Furnish & Install 8-Inch Flex Base	\$66.00	\$ 8,250.00	\$52.09	\$ 6,511.25	\$75.00	\$ 9,375.00		
215	5	L.F.	Furnish & Install 18-Inch Reinforced Concrete Pipe	\$97.00	\$ 485.00	\$98.04	\$ 490.20	\$110.00	\$ 550.00		
216	53	L.F.	Furnish & Install 24-Inch Reinforced Concrete Pipe	\$109.00	\$ 5,777.00	\$131.00	\$ 6,943.00	\$140.00	\$ 7,420.00		
217	187	L.F.	Furnish & Install 36-Inch Reinforced Concrete Pipe	\$160.00	\$ 29,920.00	\$189.88	\$ 35,507.56	\$230.00	\$ 43,010.00		
218	1	Ea.	Connect to Existing 24-Inch RCP with a Concrete Collar	\$377.00	\$ 377.00	\$767.39	\$ 767.39	\$800.00	\$ 800.00		
219	3	Ea.	Connect to Existing 36-Inch RCP with a Concrete Collar	\$525.00	\$ 1,575.00	\$767.39	\$ 2,302.17	\$920.00	\$ 2,760.00		

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Date: March 8, 2018									
Project: CITY OF LUCAS, TEXAS Stinson Road Paving & Drainage Improvements				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas		Camino Construction, LP 1208 Metro Park Lewisville, Texas 75057		McMahon Contracting L.P. 3019 Roy Orr Blvd. Grand Prairie, Texas 75050	
								Jeske Construction Co. P.O. Box 59025 Dallas, Texas 75229	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
220	1	Ea.	Furnish & Install 18-Inch TxDOT CH-FW-0 Headwall	\$3,000.00	\$ 3,000.00	\$2,820.00	\$ 2,820.00	\$2,100.00	\$ 2,100.00
221	1	Ea.	Furnish & Install 24-Inch TxDOT CH-FW-0 Headwall	\$3,100.00	\$ 3,100.00	\$3,480.00	\$ 3,480.00	\$2,900.00	\$ 2,900.00
222	1	Ea.	Furnish & Install 24-Inch Safety End Treatment	\$1,800.00	\$ 1,800.00	\$3,540.00	\$ 3,540.00	\$2,500.00	\$ 2,500.00
223	1	Ea.	Furnish & Install 36-Inch Safety End Treatment	\$3,800.00	\$ 3,800.00	\$5,400.00	\$ 5,400.00	\$6,300.00	\$ 6,300.00
224	200	L.F.	Furnish & Install Double 4-Inch Yellow Thermoplastic Stripe with Buttons	\$5.00	\$ 1,000.00	\$2.64	\$ 528.00	\$5.00	\$ 1,000.00
225	50	L.F.	Furnish & Install 4-Inch Solid White Thermoplastic Stripe	\$3.00	\$ 150.00	\$2.40	\$ 120.00	\$2.00	\$ 100.00
226	12	L.F.	Furnish & Install 24-Inch Solid White Thermoplastic Stripe	\$15.00	\$ 180.00	\$9.60	\$ 115.20	\$12.00	\$ 144.00
227	1	L.S.	Remove Existing Striping and Buttons from Proposed Left Turn Lane on F.M. 1378	\$3,800.00	\$ 3,800.00	\$1,260.00	\$ 1,260.00	\$1,200.00	\$ 1,200.00
228	1,000	S.Y.	Furnish, Install & Maintain Solid Block Sod	\$9.00	\$ 9,000.00	\$9.60	\$ 9,600.00	\$8.00	\$ 8,000.00
229	1	L.S.	Furnish Stormwater Pollution Prevention Plan	\$1,000.00	\$ 1,000.00	\$954.00	\$ 954.00	\$1,800.00	\$ 1,800.00
230	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$2,000.00	\$ 2,000.00	\$6,000.00	\$ 6,000.00	\$2,200.00	\$ 2,200.00
231	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$8,000.00	\$ 8,000.00	\$3,269.04	\$ 3,269.04	\$12,000.00	\$ 12,000.00
			AMOUNT OF BID: ADDITIVE ALTERNATE NO. 1 (Items 201 Through 231)		\$ 139,299.00		\$ 156,918.06		\$ 159,572.00
			Calendar Days Bid (Additive Alternate No. 1):	50		30		60	
			TOTAL AMOUNT OF BID (Base Bid + Additive Alternate No. 1)		\$ 391,572.00		\$ 415,937.79		\$ 427,459.00
			TOTAL AMOUNT OF CALENDAR DAYS (Base Bid + Additive Alternate No. 1)	155		120		150	



# City of Lucas

## City Council Agenda Request

### April 5, 2018

Item No. 08

Requester: Mayor Jim Olk

#### **Agenda Item:**

Consider the City Council meeting schedule for July 2018.

#### **Background Information:**

A July 2018 calendar is attached outlining the holiday and meeting schedules for the month. Given the July 4<sup>th</sup> holiday falls the day before the July 5<sup>th</sup> City Council meeting, staff would like direction regarding maintaining, canceling or rescheduling the July 5<sup>th</sup> meeting.

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

1. July 2018 Calendar

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

NA

#### **Recommendation:**

NA

#### **Motion:**

NA



# JUL 2018

SUN

MON

TUE

WED

THU

FRI

SAT

01

02

03

**HOLIDAY**  
City offices  
closed

04

City Council  
Meeting

05

06

07

08

09

10

11

Planning and  
Zoning Meeting

12

13

14

15

16

17

18

City Council  
Meeting

19

20

21

22

23

Parks Board  
Meeting

24

25

26

27

28

29

30

31



# City of Lucas Council Agenda Request April 5, 2018

Item No. 09

Requester: Mayor Jim Olk

## **Agenda Item:**

### **Executive Session.**

The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the sale, purchase, exchange, lease or value of real property on W. Lucas Road in the City of Lucas.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA