

# City of Lucas City Council Meeting July 16, 2020 7:05 PM

(or immediately following the Lucas Fire Control, Prevention and EMS District Board Meeting)

# Video Conference 665 Country Club Road – Lucas, Texas

On March 16, 2020 Governor Abbott suspended some provisions of the Open Meetings Act in response to the COVID-19 emergency. To comply with Government Abbott's latest Executive Order, GA 18, and to practice safe distancing, Lucas City Council meetings will not be open to onsite visitors. In the interim, City Council meetings will be available through Ring Central Webinar from your computer or smartphone. To join the meeting, go to <a href="https://webinar.ringcentral.com/j/1496005696?pwd=SDFGcHF6WmdmOGFYTU5nYzByVj">https://webinar.ringcentral.com/j/1496005696?pwd=SDFGcHF6WmdmOGFYTU5nYzByVj</a> <a href="https://www.name.ndm.nih.gov.name.ndm.nih.g

If the public desires to speak during a specific agenda item, they must email shenderson@lucastexas.us by 4:30 pm on the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made.

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, July 16, 2020 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

#### Call to Order

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

# **Citizen Input**

1. Citizen Input

# **Community Interest**

Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest

# **Consent Agenda**

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

- 3A. Approval of the minutes of the July 2, 2020 City Council meeting minutes. (City Secretary Stacy Henderson)
- 3B. Authorize the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2020 through September 30, 2021 with the option to renew for an additional one-year period. (City Secretary Stacy Henderson)
- 3C. Set the public hearing date for the City of Lucas Fiscal Year 20/21 budget and tax rate for September 3, 2020. (Finance Director Liz Exum)

# Regular Agenda

- 4. Consider the request by Sue Blankenship on behalf of Inspiration to amend Article 2, Section 2.5 and Exhibit C of the approved Settlement and Release Agreement for the Inspiration development, to include increasing the lot count to 1,680 and decreasing the lot size from 10,000 square feet to 8,400 square feet for interior lots only, and to remove the requirement to either place restricted access gates or cul-de-sac at the northern and eastern entrances to the subdivision for a parcel of land located in the City of Lucas extraterritorial jurisdiction, Abstract A0799 Orpha Shelby Survey, Tract 3, being 74.327 acres. (Development Services Director Joe Hilbourn)
- 5. Discuss the City of Lucas Broadband Project including: (City Council)
  - A. Overview of the broadband feasibility draft study provided by Magellan Advisors.
  - B. Discuss a potential bond election date.
- 6. Consider the July 27, 2020 Lucas Farmers Market. (Lucas Farmers Market Committee Chair Debra Guillemaud, City Manager Joni Clarke)
- 7. Consider disbanding the Technology Committee. (City Council)

# **Executive Session Agenda**

8. An Executive Session is not scheduled for this meeting. (Mayor Jim Olk)

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

- 9. Reconvene from Executive Session and take any action necessary as a result of the Executive Session. (Mayor Jim Olk)
- 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 on or before 5:00 p.m. on July 9, 2020.

Stacy Henderson, City Secretary

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



# City of Lucas City Council Agenda Request July 16, 2020

Requester: Mayor	Jim Olk	
Agenda Item Requ	iest	
Citizen Input		
_	mation	
<b>Background Infor</b>	mation	
NA		
Attachments/Supp	orting Documentation	
NA		
Budget/Financial	Impact	
NA		
Recommendation		
NA		
Motion		
NA		

Item No. 02



# City of Lucas Council Agenda Request July 16, 2020

Requester: Mayor Jim Olk

Agenda Item Request
Items of Community Interest
Background Information
NA
Attachments/Supporting Documentation
NA
Budget/Financial Impact
NA
Recommendation
NA
Motion
NA



# City of Lucas Council Agenda Request July 16, 2020

Requester: City Secretary Stacy Henderson, Finance Director Liz Exum

# **Agenda Item Request**

- 3. Consent Agenda:
  - A. Approval of the minutes of the July 2, 2020 City Council meeting.
  - B. Authorize the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2020 through September 30, 2021 with the option to renew for an additional one-year period.
  - C. Set the public hearing date for the City of Lucas Fiscal Year 20/21 budget and tax rate for September 3, 2020.

# **Background Information**

#### Agenda Item 3B:

The cost for jail services has decreased from \$98.78 per inmate in FY 19/20 to \$91.47 per inmate in FY 20/21. The City paid expenses for one inmate during the 19/20 fiscal year. This is budgeted in line item 11-6200-324 in the amount of \$750.00.

# **Attachments/Supporting Documentation**

- 1. July 2, 2020 City Council minutes
- 2. Jail services Contract and Interlocal Agreement
- 3. Jail Services Fees

# **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 July 2, 2020

# **Video Conference Meeting**

# 6:30 P.M. - Executive Session/7:00 P.M. - Regular Agenda City Hall - 665 Country Club Road - Lucas Texas

# **MINUTES**

#### Call to Order

**City Councilmembers Present:** 

Mayor Jim Olk Mayor Pro Tem Kathleen Peele Councilmember Wayne Millsap Councilmember Tim Baney

Councilmember Steve Duke Councilmember Philip Lawrence

Councilmember Debbie Fisher

**City Staff Present:** 

City Manager Joni Clarke City Secretary Stacy Henderson City Attorney Joe Gorfida

Development Services Director Joe Hilbourn

Fire Chief Ted Stephens

Assistant Fire Chief Lance Gant

Captain Aaron Alderdice

Assistant to the City Manager Kent Souriyasak

Mayor Olk called the meeting to order at 6:30 p.m. and determined that a quorum was present. Attendees were reminded to silence their cell phones and the Pledge of Allegiance was recited.

# **Executive Session Agenda**

The City Council convened into Executive Session at 6:30 p.m. pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney regarding City of Lucas, Texas v. Robert Kubicek and the following real property: 2205 Estates Parkway, Lucas, Texas, In Rem, Cause No. 417-00147-2018 in the 417<sup>th</sup> Judicial District Court of Collin County, Texas.

The Executive Session is a closed meeting and not available by video conference. The City Council adjourned from Executive Session at 7:13 p.m.

Mayor Olk called the Regular Session of the City Council meeting to order at 7:15 p.m.

# Citizen Input

## 1. Citizen Input.

There was no citizen comment at this meeting.

# **Community Interest**

# 2. Items of Community Interest.

Mayor Olk noted the following items of community interest:

- City offices were closed on Friday, July 3, 2020.
- The City Council would be holding their budget workshop on July 30 at 6 p.m.
- Reminder that it was illegal to discharge fireworks within the City limits of Lucas.
- Tuesday, July 7 was Texas Fallen Law Enforcement Officer Day

# Consent Agenda

#### 3. Consent Agenda:

- 3A. Approval of the minutes of the June 18, 2020 City Council meeting.
- 3B. Consider amending FY 19/20 budget account 11-6110-452 Hardware & Telecom in the amount of \$3,165 for the purchase of computer hardware by appropriating funding from restricted court technology fees.

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

# Regular Agenda

Consider taking any necessary action as a result of the earlier held Executive Session. 4.

Mayor Olk noted that there was no action to be taken as a result of the Executive Session.

Mayor Olk moved to Agenda Item No. 6 at this time.

6. Discuss matters related to COVID-19 and provide direction to staff on any recommended updates.

Chief Gant gave an update regarding COVID-19 cases in the City of Lucas, State and County efforts related to COVID-19, mobile testing sites, and recent restrictions put in place by the Governor.

Mayor Olk discussed the cancellation of the June 27 farmers market. He stated that the Farmers Market Committee developed a staging plan for Council review to accommodate for ways to operate during the pandemic and should the Governor's orders change. The market wanted to ensure they could communicate with vendors quickly as restrictions change.

The City Council discussed the various stages of the committee's plan and if the vendors would be able to transition quickly given that short notice of cancellations could occur.

Councilmember Fisher expressed her concern regarding the number of staff that was required to participate in the market and their potential exposure risk. Councilmember Fisher asked if the farmers market volunteers could take on additional responsibilities to minimize staff time.

City Manager Joni Clarke stated that it would be best for staff to handle logistics and parking since the market was held at a City park and staff was more experienced with handling traffic.

**2** | P a g e City Council Mayor Olk suggested the farmers market plan be updated to include that the Governors orders would be followed at all times.

Councilmember Fisher stated that she would like staff to prepare as much of the staging work as possible before the market began to limit potential exposure.

Councilmember Baney suggested the farmers market be cancelled for July 11 and the Council could reassess the market scheduled for July 25 based on the Governor's orders.

Debra Guillemaud, Farmers Market Committee Chair stated that the farmers market committee would stay in compliance with the Governor's orders and asked that the Council consider moving to Stage 4 of the plan that allowed for prepaid pickup orders at the park where people would stay in their vehicles and would minimize exposure for the July 11 market.

Councilmember Duke and Millsap were in favor of moving the market to stage 4 that allowed for prepaid pickup orders from the community park; however, a majority of the Council was in favor of canceling the farmers market for July 11. The Council also wanted to add the change to the market's operating plan that they would be in compliance with the Governor's orders at all times and that a decision would be made on the July 25 market as soon as possible, and would be discussed at the next City Council meeting.

Mayor Olk moved back to Agenda Item No. 5 at this time.

#### 5. Discuss the City of Lucas Broadband Project and provide final feedback regarding the adjusted financial model for the broadband feasibility study.

Assistant to the City Manager Kent Souriyasak updated the Council on changes made to the financial model by Magellan Advisors based on comments from the Council at a previously held meeting. Changes included adding an increase to salaries and outsourcing, managed services at a flat rate of \$15, showing payback amounts, and uptake rates at 45 percent.

Mayor Olk explained that a map was also going to be created using West Lucas Road as the dividing line between north and south showing the house counts in each area, the service provider for the area, determining where areas of service were weak based off of previous speed tests conducted, that could assist in determining how many homes may participate in the new service.

The Council discussed the varying amounts of funds the City would have to contribute based on the rate and the number of customers that participate. The Council also discussed how the service would not become profitable until year six.

Mayor Olk asked that the Finance Department to prepare a report showing how funds were currently earmarked and for which projects to determine if there were adequate funds available to make the necessary loan payments. The Council was in agreement they did not want to raise taxes, nor did they want to borrow funds to pay debt.

Councilmember Lawrence asked if there were fees for residents that did not sign up within the first year of the service being offered.

**3** | P a g e City Council Mr. Souriyasak stated that the model is setup to waive the initiation fee for the first year and after that a cost of \$150 up to 200 feet of fiber installed to the house would be charged, and if it was further than 200 feet, the cost difference beyond that would be paid by the homeowner.

The City Council was in agreement that additional information was needed before a decision could be made as to whether the bond election would be placed on the November 2020 ballot.

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

Adjournment				
7. Adjo	urnment.			
MOTION:	A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to adjourn the meeting at 8:36 pm. The motion passed unanimously by a 7 to 0 vote.			
APPROVEI	D: ATTEST:			
Mayor Jim O	lk Stacy Henderson, City Secretary			

City Council **4** | P a g e

# **Interlocal Jail Services Agreement**

This agreement is entered into on t	he day of _	, 2020, by
and between the City of Lucus and	Collin County. Both at	re political subdivisions of the
State of Texas.		

#### Recitals

- 1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
- 2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).
- 3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

#### Section 1. Definitions

#### 1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

#### Section 2. Term

#### 2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

#### 2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

#### Section 3. Services

#### 3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (e.g. under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled ot 100% of its capacity.

# 3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:
  - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or

b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship."

## **Section 4. Non-Exclusivity of Service Provision**

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

# Section 5. Compensation

### **5.01 Basic Charge**

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City's charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov't Code, § 791.011(e).

## **5.02 Additional Charges**

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City's charges (the City's inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City's inmates. Where reasonable and consistent with the County's legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City's inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, "the City" means an officer with sufficient authority to make binding decisions about an inmate's care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov't Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to

inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

# 5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

#### 5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

# 5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. See Gov't Code, § 791.011(d)(3).

## Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

#### Section 7. Procedures

# 7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

#### 7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

### Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. See Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that

arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Lucus or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

#### Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

#### **Section 10.** Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

#### **Section 11.** Notices

#### 11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

### 11.02 Addresses

A party will address a communication to the other's address as follows:

(A) Collin County, to:

Sheriff Jim Skinner Collin County Sheriff's Office 4300 Community Ave. McKinney, Texas 75071

- (B) Collin County Administrator, to:
  Bill Bilyeu
  2300 Bloomdale #4192
  McKinney, Texas 75071
- (C) Collin County Purchasing
   Collin County Administration Bldg.
   2300 Bloomdale Road, Suite 3160
   McKinney, Texas 75071

(D)	If the City, to:	

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill Collin County Judge Collin County Administration Building 2300 Bloomdale Rd. Suite 4192 McKinney, Texas 75071

#### **Section 12.** Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

#### Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

## **Section 14.** Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

# Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

# Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

# **Section 17.** Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

#### **Section 18.** No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

# Section 19. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use

diligent effort Event.	s to end the failure or delay and minimize	the effects of such Force M	lajeure
Collin	County, Texas		
By:	Chris Hill, County Judge	Date:	
	, -		

By:	Chris Hill, County Judge	Date:	
City o	of Lucus, Texas		
By:		Date:	
Title:			

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													EV	2019 Inmate Days
		FY 2014		FY 2015		FY 2016		FY 2017		FY 2018		FY 2019		Jtilizing FY 2021
Entity		Actual Paid		Actual Paid		Actual Paid		Actual Paid		Actual Paid	,	Actual Paid		Adopted Rate
Anna	\$	3,559.29	\$	4,257.19	\$	3,489.50	Ş		\$	4,606.14	\$	4,395.09	\$	4,252.59
Anna ISD	\$	3,339.29	\$	4,237.19	۶ \$	3,469.30	\$		\$	4,000.14	۶ \$	4,393.09	۶ \$	4,232.33
Baylor Scott & White	۲		۲		ڔ	_	7	-	۲		٦		\$	
Celina		1,395.80		1,674.96		1,674.96		3,210.34		1,674.96		3,589.86	\$	3,473.47
Collin Co. Community		1,333.80		1,074.50		1,074.30		3,210.34		1,074.50		3,363.60	۲	3,473.47
College						_		_		139.58			\$	_
Community ISD		_		_		_		_		133.30		_	\$	_
DART		_		_		_		_		209.37		_	\$	_
Fairview		418.74		697.90		1,186.43		1,326.01		1,256.22		188.94	\$	182.81
Farmersville		1,465.59		4,466.56		5,443.62		3,140.55		3,000.97		3,873.27	\$	3,747.69
Farmersville ISD		-		-,400.30		5,445.02		5,140.55		3,000.37		-	\$	5,747.05
Josephine		_		_		69.79		209.37		_		_	\$	_
Lavon		279.16		348.95		907.27		348.95		837.48		1,133.64	\$	1,096.88
Lucas		418.74		279.16		348.95		540.55		-		94.47	\$	91.41
McKinney		81,305.35		75,442.99		88,005.19		73,349.29		63,090.16		70,285.68	\$	68,006.80
Melissa		2,442.65		3,559.29		5,024.88		2,512.44		3,768.66		3,495.39	\$	3,382.06
Murphy		4,187.40		2,931.18		2,652.02		4,885.30		3,419.71		3,400.92	\$	3,290.65
Parker		279.16		139.58		139.58		209.37		418.74		-	\$	-
Princeton		5,094.67		5,094.67		5,652.99		12,283.04		5,304.04		7,935.48	\$	7,678.19
Prosper		977.06		279.16		1,884.33		1,954.12		2,372.86		3,684.33	\$	3,564.87
Prosper ISD		-		-		-				2,372.00		-	ς	-
St Paul		_		_		_		_		_		_	\$	_
Westminister		_		_		_		_					\$	_
Wylie		488.53		_		_		2,931.18		3,978.03		7,179.72	\$	6,946.93
wyne	\$	102,312.14	\$	99,171.59	\$	116,479.51	Ş	,	\$	94,076.92	\$	109,256.79	\$	105,714.34
	7		Ψ.	33,27 2.33	Ψ	,			Ψ	5 .,67 6.52	Ψ		Ψ.	200,7 2
Rates	\$	69.79	\$	69.79	\$	69.79	\$	69.79	\$	69.79	\$	94.47	\$	91.41
# City Days	7	1,466	Ψ.	1,421	Ψ	1,669		1,578	Ψ	1,348	Ψ	1,157	Ψ.	522
6.0, 24,6				_,:		2,000	1	2,0.0		2,0 .0				
Federal Inmate Housing	Ś	1,102,751.79	\$	1,118,594.12	\$	905,525.25	\$	919,901.99	\$	821,360.10	Ś	952,492.33	\$	1,247,520.46
# Federal Days	1	15,801		16,028	т	12,975	1	13,181	,	11,769	7	13,648	,	_, ,
,		,		,		,		,		,		,		
Facility Utilization														
% County		94.88%		94.90%		95.54%		95.99%		96.41%		96.16%		
% City		0.44%		0.41%		0.51%		0.43%		0.37%		0.30%		
% Federal		4.69%		4.68%		3.95%		3.58%		3.22%		3.54%		

State of Texas	\$	Court Order
Collin County	§	2019-845-09-23
Commissioners Court	6	

An order of the Collin County Commissioners Court approving an amendment to a contract.

The Collin County Commissioners Court hereby approves Amendment No. 1 to *Jail Services (Agreement No. 2018-397)* with the City of Lucas, to extend the contract for one (1) year through and including September 30, 2020, sets the rate for FY2020, and further authorizes the Purchasing Agent to finalize and execute same.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, September 23, 2019.

Chris Hill, County Judge

Susan Fletcher, Commissioner, Pct 1

Cheryl Williams, Commissioner, Pct 2

Darrell Hale, Commissioner, Pct 3

Buncan Webb, Commissioner, Pct 4

ATTEST: Stacey Kemp, County Clerk



# **Contract Amendment**

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ONE	11
CIAL	1 -1

Office of the Purchasing Agent Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, TX 75071 972-548-4165

Vendor:	City of Lucas 665 Country Club		Effective Date Contract No.	10/1/2019 2018-397
,	Lucas, TX 75002		Contract	Jail Services
Awarded by Co Amendment	ourt Order No.:1 C	Court Order No.:		018-867-10-08
	YOU ARE D	IRECTED TO MAKE	THE FOLLOWING AMEND	MENT TO THIS CONTRACT
Extension of a Agreement sha	greement for a one	e (1) year period as	provided for in section 2.	.01 of the contract documents. acluding September 30, 2020.
Charges for fis	cal year 2020:		\$98.78 per day, per inma	te
Except as pr	rovided herein.	all terms and co	anditions of the contra	act remain in full force and effect
and may onl	ly be modified i	n writing signed	by both parties.	octromain in full force and effect
ACCEPTED BY:		(Print Name		ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT
City of Lucas 665 Country Cl Lucas, TX 7500				Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, Texas 75071
GIGNATURE TITLE:	Un SOLY Dr.5-19	Mor	<u> </u>	Michalyn Rains, CPPO, CPPB Purchasing Agent DATE:  9/36/19

Item No. 04



# City of Lucas City Council Agenda Request July 16, 2020

Requester: Development Services Director Joe Hilbourn

# **Agenda Item Request**

Consider the request by Sue Blankenship on behalf of Inspiration to amend Article 2, Section 2.5 and Exhibit C of the approved Settlement and Release Agreement for the Inspiration development, to include increasing the lot count to 1,680 and decreasing the lot size from 10,000 square feet to 8,400 square feet for interior lots only, and to remove the requirement to either place restricted access gates or cul-de-sac at the northern and eastern entrances to the subdivision for a parcel of land located in the City of Lucas extraterritorial jurisdiction, Abstract A0799 Orpha Shelby Survey, Tract 3, being 74.327 acres.

# **Background Information**

The current Exhibit C of the Settlement and Release Agreement for the Inspiration development requires a minimum lot size of 10,000 square feet. Section 2.5 also requires the northern and eastern entrances to the subdivision to either have a restricted access gate or a cul-de-sac.

The current estimated lot count within Inspiration is approximately 1,634 homesites; which is less than the minimum allowable lot count (range of 1,705 to 2,058 lots per Exhibit B of the Agreement). With the proposed modification, the estimated lot count will be approximately 1,680 lots overall.

For the cities consideration for adding the additional 46 lots Inspirations agrees to the following:

Osage Lane. The Owner shall improve Osage Lane with a base repair and overlay at the time infrastructure is constructed in connection with the first final plat for the Undeveloped Property.

<u>Intersection Improvements.</u> When the Owner develops a connection to the existing three-way intersection at Brockdale Road and Cayden Trail, the Owner will improve the existing intersection to make it a four-way intersection.

<u>HOA Notice</u>. The Owner shall require the HOA to provide residents of the property with a notice that the Trinity equestrian trails are for equestrian and hiking use only.

# **Attachments/Supporting Documentation**

- 1. Approved Settlement and Release Agreement including Letter from Susan Blankenship on behalf of Inspiration, including Exhibit A, B, C and D
- 2. Proposed restated development agreement
- 3. Location map Osage Lane

Item No. 04



# City of Lucas City Council Agenda Request July 16, 2020

# **Budget/Financial Impact**

NA

# Recommendation

Staff recommends approval as presented

# Motion

I hereby make a motion to approve/deny the request by Sue Blankenship on behalf of Inspiration to amend Article 2, Section 2.5 and Exhibit C of the approved Settlement and Release Agreement for the Inspiration development, to include increasing the lot count to 1,680 and decreasing the lot size from 10,000 square feet to 8,400 square feet for interior lots only, and to remove the requirement to either place restricted access gates or cul-de-sac at the northern and eastern entrances to the subdivision for a parcel of land located in the City of Lucas extraterritorial jurisdiction, Abstract A0799 Orpha Shelby Survey, Tract 3, being 74.327 acres.



# SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Agreement") is entered into by Lavon 593 Land Investment Partners, LP ("Owner") and the City of Lucas, Texas ("Lucas"). Owner and Lucas are collectively referred to herein as the "Parties."

#### Article I - Recitals

Circumstances which lead to this Agreement are as follows:

- Owner owns approximately 593 acres of land in Collin County, Texas that is commonly known as Hanover's Lake Lavon project (the "Property"). The Property is described by metes and bounds on Exhibit A. A portion of the Property is within Lucas' extraterritorial jurisdiction ("ETJ").
- 1.2 Owner has taken steps to develop the Property, including filing a plan for development ("Plan for Development") with Lucas. A copy of that Plan for Development is attached as Exhibit B.
- I.3 In early 2008, Owner initiated the process to create a water control and improvement district (the "District"). As part of that process, Owner sought consent from Lucas to create the District. Lucas did not consent to the District creation. Owner, after satisfying Texas Local Government Code Section 42.042 requirements, made application to the Texas Commission on Environmental Quality ("TCEQ") for creation of the District. The District was assigned TCEQ Control Number 11032008-D01.
- 1.4 In May 2008, Lucas passed Ordinance No. 2008-05-00612 adopting a Home Rule Charter.
- 1.5 On August 14, 2008, Lucas sent Owner a letter as "written notice of the City of Lucas's intent to annex your property."
- 1.6 On September 8, 2008, Owner filed suit against Lucas in the 380<sup>th</sup> Judicial District Court of Collin County, Texas as Cause No. 380-02778-2008 (the "Lawsuit"). The Lawsuit, among other things, requests a declaration that Lucas is without authority to annex the Property and that Owner has vested rights to develop the Property consistent with the Plan for Development. There is currently pending in the Court of Appeals, Fifth Judicial District, an interlocutory appeal filed by Lucas, which appeal is styled City of Lucas vs. Lavon 593 Land Investment Partners, LP, Case Number: 05-09-01049-CV (the "Appeal").
- 1.7 By letter dated August 4, 2009, Lucas, through its attorney Art Rodriguez, filed with the TCEQ a hearing request protesting Owner's efforts to create the District (the "District Creation Protest").
- 1.8 Lucas denies all claims made against it by Owner, and Owner denies all assertions by Lucas.

- 1.9 There are bona fide disputes between Owner and Lucas concerning the claims, assertions, and defenses made by or against such Parties in the Lawsuit.
- 1.10 The Parties desire to compromise and settle the disputes between them as set forth in this Agreement by compromise to avoid the uncertainties, inconvenience, and expense of further litigation. With respect to the Property, and without limiting the effect of this Agreement on the settlement of the disputes described herein, the Parties intend for this Agreement to be a development agreement as provided for by Section 212.172 of the Texas Local Government Code.

# Article II Release and Discharge

For and in consideration of the recitals set forth in Article I above and the representations, agreements, and covenants hereinafter contained, the adequacy and sufficiency of which are admitted, Lucas and Owner hereby agree as follows:

- 2.1 This Agreement shall be effective (the "Effective Date") as of September 17, 2009. The term of this Agreement (the "Term") shall be 15 years from the Effective Date.
- 2.2 Lucas acknowledges and agrees that Owner intends and has the right to develop the Property consistent with the Plan for Development attached as Exhibit B as such plan is modified by this Agreement.
- 2.3 Lucas acknowledges and agrees that the road alignments shown on the Plan for Development are generally consistent with Lucas' thoroughfare plan, and Lucas will not deny a permit or plat application for all or any part of the Property based on the failure to comply with Lucas' thoroughfare plan provided the proposed road alignments shown in connection with the permit or plat application are consistent with those shown on the Plan for Development and consistent with Collin County's thoroughfare plan. If, at the time a permit or plat application is filed with Lucas on all or any portion of the Property within Lucas' ETJ, there exists a difference between the road alignments shows on the Plan for Development and the road alignments shown on the Collin County thoroughfare plan, the Collin County thoroughfare plan alignments must be shown.
- 2.4 Within five business days of the Effective Date, Lucas will file with the TCEQ a letter withdrawing the District Creation Protest. Lucas will not file any further objection to and will not otherwise oppose, the District creation. Lucas will not make any objection to and will not otherwise oppose any efforts by Owner or others in support of a regional sewer plan to pump sewage from the Property to the North Texas Municipal Water District Wilson Creek Treatment Plant. Lucas will not make any objection to and will not otherwise oppose any discharge permit application to serve all or part of the Property that is filed with the TCEQ, including any such application filed by Owner, Owner's successor in interest to all or any part of the Property, or Wylie Northeast Special Utility District ("Wylie Northeast"). Lucas will not make any objection

to or otherwise oppose any application for a water or sewer certificate of convenience and necessity ("<u>CCN</u>") to serve the Property filed with the TCEQ by Wylie Northeast.

- 2.5 Notwithstanding the development regulations shown on the Plan for Development, when developed, those portions of the Property shown on Exhibit C (the "Large Lot Property") will be developed with single family residential homes on lots with a minimum lot area of 10,000 square feet and a minimum home size of 2,000 square feet. In addition, at Owner's option, the road aligns shown on the northern boundary and the eastern boundary of the northern most Large Lot Property shall include either a cul-de-sac or a restricted access gate limited to use by emergency service vehicles at the point where such roads exit the Property. All other development regulations shown on the Plan for Development are applicable to the Large Lot Property. No town home or multifamily uses are permitted to be constructed within Lucas' ETJ. All single family residential homes constructed within Lucas' ETJ will have a minimum homes size of 2,000 square feet.
- 2.6 Owner and Lucas agree that the portion of the Property that is within the ETJ of Lucas is subject to the City of Lucas Ordinances regulating plats and subdivisions and all development on such Lucas ETJ Property must be in accordance with this Agreement, the Plan for Development and such ordinances. The ordinances regulating plats and subdivisions are contained in Chapter 3 "Building Regulations" and Chapter 10 "Subdivision Regulations" of the Lucas City Code of Ordinances in effect on the Effective Date.
  - 2.7 Lucas will not annex the Property during the Term.
- 2.8 Within five business days of the later of the date Lucas delivers to the TCEQ a letter withdrawing its District Creation Protest or the date this Agreement is recorded in the deed records of Collin County, Texas, Owner and Lucas will: (i) file in the Appeal an Agreed Motion to Dismiss and Agreed Order of Dismissal in the forms attached as Exhibits D and E; and (ii) Owner will file and cause to be entered in the Lawsuit the Agreed Motion to Dismiss and Agreed Order of Dismissal With Prejudice in the forms attached as Exhibits D and E.
- 2.9 As of the Effective Date, Owner and Lucas do hereby unconditionally, fully and completely release, acquit and forever discharge one another from any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses whatsoever (collectively "Claims"), known or unknown, accrued or unaccrued, in law or in equity relating to the Lawsuit, the claims and defenses in the lawsuit, and the facts and circumstances at issue in the Lawsuit; notwithstanding the foregoing or anything else in this Agreement, neither Owner nor Lucas release any rights, obligations, or defense created by, arising under, or reserved by this Agreement.
- 2.10 The Parties each covenant not to sue one another with respect to any claims released by this Agreement.
- 2.11 Lucas represents and warrants that this Agreement has been approved by the Lucas City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual

executing this Agreement on behalf of Lucas has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each party acknowledges and agrees that this Agreement is binding upon such party and enforceable against such party in accordance with its terms and conditions. Each party agrees that, with respect to the Property, this Agreement is a "development agreement" authorized by Section 212.172 of the Texas Local Government Code. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

- 2.12 Each party further declares and represents that this Agreement contains and constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates, supersedes, and replaces any and all prior arrangements, understandings, representations, promises, inducements, or other communications, whether written or oral between the parties. Each party declares and represents that no oral understandings, statements, promises, or inducements in addition to, consistent with, or contrary to the terms of this Agreement exist. This Agreement can only be amended in writing signed by both Parties hereto.
- 2.13 Each party acknowledges the contested and adversarial nature of the Lawsuit and the underlying claims in the Lawsuit, and each party acknowledges and agrees that this Agreement is being executed, and the consideration hereunder being given by each party, in settlement of disputed claims between the Parties and to avoid further trouble, litigation, hearings, discovery, expert fees, trials, costs, and expense, and that the fact of this Agreement shall not be taken in any way as an admission of fact or liability by either party.
- 2.14 The Parties agree that each will pay their own respective court costs and attorneys' fees in connection with the Lawsuit.
- 2.15 THIS SETTLEMENT AGREEMENT, ANY DISPUTES WHICH MAY ARISE IN CONNECTION WITH THE INTERPRETATION OR ENFORCEMENT OF THE SETTLEMENT AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES GENERALLY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND WITHOUT REGARD OR REFERENCE TO CHOICE OR CONFLICT OF LAW RULES.
- 2.16 In all instances in which a party to this Agreement is required under this Agreement to do any act at a particular time or within a particular period of time, time is of the essence in the performance of such act.
- 2.17 Each party represents that such party has substantial experience in negotiating contracts, that this Agreement is the product of negotiations among the Parties, and that, therefore, no party to this Agreement shall be charged with having promulgated this Agreement.
- 2.18 If a dispute arises regarding this Agreement, including a dispute regarding its interpretation and enforcement, and litigation is required to resolve the dispute, this Agreement

will be deemed to be an Agreement made in accordance with and enforceable under Rule 11 of the Texas Rules of Civil Procedure.

2.19 All notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, at the addresses listed below:

Lucas:

City of Lucas

Attn: City Manager 665 Country Club Road Lucas, Texas 75002

With a copy to:

Nichols, Jackson, Dillard, Hager & Smith

Attn: Joe Gorfida Jr. 1800 Lincoln Plaza 500 North Akard Street Dallas, Texas 75201

Owner:

Lavon 593 Land Investment Partners, LP

Attn: Richard E. LeBlanc

5950 Berkshire Lane, Suite 1200

Dallas, TX 75240

With a copy to:

K&L Gates LLP

Attn: Misty Ventura 1717 Main, Suite 2800 Dallas, Texas 75201

19. This Agreement may be executed in any number of original counterparts, on separate signature pages, each and all of which shall be deemed an original for all purposes, and all of which when taken together shall constitute one instrument. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A Metes and Bounds Legal Description of the Property

Exhibit B Plan for Development

Exhibit C Portions of the Property to be Developed with 10,000 square foot lots

Exhibit D Form of Agreed Motion to Dismiss

Exhibit E Form of Agreed Order of Dismissal With Prejudice

20. This Agreement shall be recorded in the deed records of Collin County, Texas. This Agreement shall run with the Property and shall be binding on and insure the benefit of the Parties and their successors and assigns.

[SIGNATURE PAGES FOLLOW]

Signed to be effective as of the Effective Date:

LAVON 593 LAND INVESTMENT PARTNERS, LTD., a Texas limited partnership

By: Lavon 593 GP Partners, Ltd.,

a Texas limited partnership, its general partner

By: Hanover Services Group, Inc.,

a Texas corporation, its general partner

Name: Richard E. LeBlane

STATE OF TEXAS

COUNTY OF Dalles

This instrument was acknowledged before me on the 2/5 day of September, 2009 by Richard E. Le Blane President of Hanover Services Group, Inc., a Texas corporation, general partner of Lavon 593 GP Partners, Ltd., a Texas limited partnership, general partner of Lavon 593 Land Investment Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

SANDI R. PUSTEJOVSKY

SANDI R. PUSTEJOVSKY

Notary Public, State of Texas

Western My Commission Expires 01-31-11

Notary Public, State of Texas

THE CITY OF LUCAS, TEXAS

	By: SM SM Its: MAYOR
	±
STATE OF TEXAS §	
COUNTY OF COLLIN §	
This instrument was acknowledged before home rule city, on behalf of said city.	ore me on the 18 day of September, 2009 by  of The City of Lucas Texas, a Texas
mornio rate entry, on someth or band entry.	×
	Cunnich andar
JENNIFER FAIRCLOTH Noticry Public, State of Texas My Commission Expires June 13, 2012	Notary Public, State of Texas

#### Exhibit A

# Metes and Bounds Legal Description of the Property

BEING A 592,744 ACRE TRACT OF LAND SITUATED IN THE LEROY FARMER SURVEY, ABSTRACT NO. 334, THE MARK MOREYS SURVEY, ABSTRACT NO. 561, THE ORFHA SHELBY SURVEY, ABSTRACT NO. 739, AND THE JOSIAH TURNHAM SURVEY, ABSTRACT NO. 919, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 592,9988 ACRE TRACT OF LAND, DESCRIBED IN TRUSTEES DEED TO W.W. CARUTH, JR. AS RECORDED IN VOLUME 2684, PAGE 944, LAND RECORDS, COLLIN COUNTY, TEXAS, AS AFFECTED BY LAST WILL AND TESTAMENT OF W.W. CARUTH, JR. AS RECORDED IN COUNTY CLERK'S FILE NO. 92-0054539 REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, SAID 592.744 ACRE TRACT WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON ROD POUND IN THE SOUTH LINE OF A 164.68 ACRE TRACT OF LAND DESCRIPED IN A DEED TO CONSOLIDATED PARTNERSHIP, LTD. AS RECORDED IN VOLUME 3433, PAGE 874, LAND RECORDS, COLLIN COUNTY, TEXAS,

THENCE, NORTH 89 DEGREES 12 MINUTES 19 SECONDS EAST, ALONG THE SOUTH LINE OF SAID 164.68 ACRE TRACT, A DISTANCE OF 3004.80 FEBT TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-26" FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED AS TRACT NO. 4424 IN A DEED TO THE UNITED STATES OF AMERICA AS RECORDED IN VOLUME 736, PAGE 833, DEED RECORDS, COLLIN COUNTY, TRXAS;

THENCE, ALONG THE WEST LINES OF SAID UNITED STATES OF AMERICA TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 04 DEGREES 22 MINUTES 22 SECONDS BAST, A DISTANCE OF 756.97 FRET TO A CORPS OF ENGINEERS MOMUMENT STAMPED "4424-25" POUND FOR CORNER,

NORTH 65 DEGREES 28 MINUTES 27 SECONDS WEST, A DISTANCE OF 833.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 00 DEGREES 26 MINOTES 51 SECONDS WEST, A DISTANCE OF 549.35 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-23" FOUND FOR CORNER;

SOUTH 69 DEGREES 55 WINUTES 58 SECONDS WEST, A DISTANCE OF 1077.15 FRET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-22" FOUND FOR CORNER,

SOUTH 50 DEGREES 39 MINUTES 17 SECONDS WEST, A DISTANCE OF 1405.27 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-21" FOUND FOR CORNER;

SOUTH OB DEGREES 18 MINUTES 33 SECONDS EAST. A DISTANCE OF 73.65 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-20" FOUND FOR CORNER,

NORTH 88 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 2464.68 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-19" FOUND FOR CORNER;

SOUTH 28 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 2603.00 FEET TO A CORPS OF ENGINEERS MONOMENT STAMPED "4424-18" FOUND FOR CORNER;

SOUTH 89 DEGREES 28 MINUTES 49 SECONDS EAST, A DISTANCE OF 573.44 FEST TO A 5/8" IRON ROD WITH YELLOW PLASTICE CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 49 DEGREES 05 MINUTES 38 SECONDS EAST, A DISTANCE OF 1752.84 FEST TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-16" FOUND FOR CORNER;

NORTH 61 DEGREES 25 MINUTES 18 SECONDS. EAST, A DISTANCE OF 1093.35 PEST TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-15" FOUND FOR CORNER;

SOUTH 33 DEGREES 36 MINUTES 41 SECONDS EAST, A DISTANCE OF 1419.53 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-14" FOUND FOR CORNER;

SOUTH 65 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 651.14 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-13" FOUND FOR CORNER;

SOUTH 43 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 470.76 FEET TO A CORPS OF ENGINEERS MONUMENT STANPED #4424-12# FOUND FOR CORMER,

MORTH 76 DEGREES 43 MINUTES 10 SECONDS WEST, A DISTANCE OF 1056.25 FEET TO A CORPS OF ENGINEERS MONIMENT STAMPED "4424-11" FOUND FOR CORNER;

SOUTH 29 DEGREES 18 MINUTES 01 SECOND WEST, A DISTANCE OF 903.25 FEBT TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-10" FOUND FOR CORNER!

NORTH 78 DECREES 51 MINUTES 09 SECONDS MAST, A DISTANCE OF 757.78 FRET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-9" FOUND FOR CORNER,

SOUTH OF DEGREES 19 MINUTES 32 SECONDS WEST, A DISTANCE OF 907.25 FERT TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-8" FOUND FOR CORNER;

SOUTH 75 DEGREES 00 MINUTES 06 SECONDS EAST, A DISTANCE OF 63.77 FERT TO A CORPS OF ENGINEERS NONUMENT STAMPED "4424-7" FOUND FOR CORNER;

NORTH 64 DEGREES 41 MINUTES 43 SECONDS HAST, A DISTANCE OF 806.05 FEBT TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-6" FOUND FOR CORNER;

SOUTH 33 DEGREES 12 MINUTES 35 SECONDS EAST, A DISTANCE OF 297.17 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-5" FOUND FOR CORNER:

NORTH 03 DEGREES 36 MINUTES 01 SECOND EAST, A DISTANCE OF 255.23 FEBT TO A CORPS OF ENGINEERS MODUMENT STAMPED "4424-4" FOUND FOR CORNER,

NORTH 41 DEGREES 14 MINUTES 52 SECONDS EAST, A DISTANCE OF 367.27 FEET TO A CORPS OF ENGINEERS MONUNENT STAMPED \*4424-3\* FOUND FOR CORNER!

MORTH 76 DEGREES 45 MINUTES 34 SECONDS EAST, A DISTANCE OF 1317.38 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-2" FOUND FOR CORNER;

SOUTH 10 DEGREES 01 MINUTE 29 SECONDS WEST, A DISTANCE OF 600.79 FEBT TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-1" FOUND FOR CORNER,

SOUTH 65 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 1716.75 FEET TO A CORPS OF ENGINEERS MONUMENT FOUND AT THE MOST MORTHERLY MORTHEAST CORNER OF A 19.338 ACRE TRACT OF LAND DESCRIBED AS TRACT B IN A DEED TO M. STEVEN HUPSTETLER AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 93-0086439, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 21 MINUTES 35 SECONDS WEST, ALONG THE MORTH LINE OF SAID TRACT B AND A 19,338 ACRE TRACT OF LAND DESCRIBED AS TRACT A IN A DEED TO H, STEVEN HUFSTETLER AS RECORDED IN COLLIN COUNTY CLERE'S FILE NO. 93-0088439, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 649.87 FRET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & EURGESS" SET FOR CORNER,

THENCE, SOUTH 00 DEGREES 17 MINUTES 42 SECONDS BAST, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 1309.73 FEST TO A FENCE CORNER MARKING THE MORTHRAST CORNER OF ST. PAUL CATHOLIC CEMETERY (NO RECORD INFO FOUND); THENCE, MORTH 89 DEGREES 30 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID CEMETERY, A DISTANCE OF 299.40 FEBT TO A FENCE CORNER;

THENCE, SOUTH 00 DEGREES 26 MINUTES 33 SECONDS EAST, WITH A FENCE ON THE WEST LINE OF SAID CEMETERY, A DISTANCE OF 285.89 FRET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET ON THE WORTH RIGHT-OF-WAY LINE OF ST. PAUL ROAD,

THENCE, SOUTH 89 DEGREES 41 MINUTES 31 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ST. PAUL ROAD, A DISTANCE OF 1790.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

THENCE, SOUTH 00 DEGREES 51 MINUTES 52 SECONDS BAST, A DISTANCE OF 4.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET ON THE WORTH RIGHT-OF-WAY LINE OF F.M. 2514 (PARKER ROAD),

THENCE, SOUTH 89 DEGREES 08 MINUTES 08 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 2514, A DISTANCE OF 1571.30 PERT TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET AT THE BEGINNING OF A CORNER-CLIP BETWEEN THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 2514 AND THE EAST RIGHT-OF-WAY LINE OF AZTEC TRAIL;

THENCE, NORTH 44 DEGREES 56 MINUTES 54 SECONDS WEST, ALONG SAID CORNER-CLIP, A DISTANCE OF 41.22 FEST TO A MOODEN MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID AZTEC TRAIL;

THENCE, NORTH 01 DEGREE 30 MINUTES 56 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID AZTEC TRAIL, A DISTANCE OF 1822.87 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF A 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NORMAN R. MORROW AND WIFE, LUZIA M. MORROW AS RECORDED IN VOLUME 1531, PAGE 279, LAND RECORDS, COLLIN COUNTY, TEXAS;

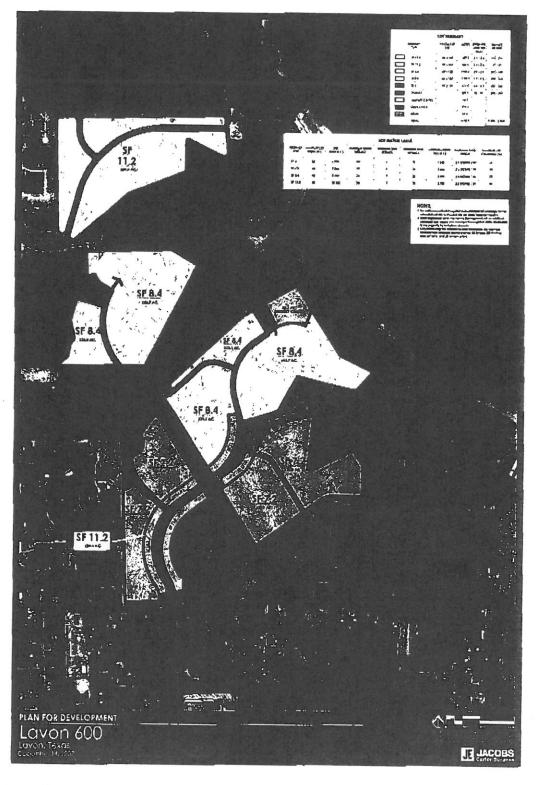
THENCE, WORTH OO DEGREES 09 MINUTES 24 SECONDS WEST, ALONG THE BAST LINE OF SAID 10.00 ACRE TRACT AND THE BAST LINE OF A 41.391 ACRE TRACT OF LAND DESCRIBED IN A DEED TO EDWARD H. HOBES AS RECORDED IN VOLUME 4191, PAGE 715, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1886.05 FEET TO A 1" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 41.391 ACRE TRACT,

THENCE, SOUTH 89 DEGREES 14 MINUTES 23 SECONDS WEST, ALONG THE NORTH LINE OF SAID 41.391 ACRE TRACT OF LAND, A DISTANCE OF 1111.20 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 01 DEGREE 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 4428.92 FERT TO THE POINT OF BEGINNING AND CONTAINING 592.744 ACRES OF LAND, MORE OR LESS.

Exhibit B

Plan for Development



#### Exhibit D

# Form of Agreed Motion to Dismiss

# Cause No. 380-02778-2008

§	IN THE DISTRICT COURT
§	
§	
§	
§	
§	IN THE 380TH JUDICIAL DISTRICT
8	
8	
8	
8	COLLIN COUNTY, TEXAS
§	total to characteristic post
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# MOTION TO DISMISS CLAIMS, WITH PREJUDICE

Plaintiff Lavon 593 Land Investment Partners, L.P. ("Lavon") and Defendant City of Lucas ("Lucas") file this Motion to Dismiss all claims between Lavon and Lucas in this action, with prejudice to their refiling, and in support of this Agreed Motion show as follows:

- Lavon and Lucas have settled the matters in dispute between them in this action pursuant to a written Settlement Agreement approved by Lucas' City Council on September 17, 2009 (the "Settlement Agreement").
- 2. In accordance with the Settlement Agreement, Lavon and Lucas request that the Court dismiss with prejudice all claims asserted by Lavon against Lucas, and all claims asserted by Lucas against Lavon, in this matter.

WHEREFORE, premises, considered, Lavon and Lucas request that the Court dismiss with prejudice all claims asserted between Lavon and Lucas in this matter pursuant to the form of Order submitted with this Motion.

### Respectfully submitted,

Matthew Molash State Bar No. 14255300 Misty Ventura State Bar No. 00795843 John R. Hardin State Bar No. 24012784

#### of K&L GATES LLP

1717 Main Street, Suite 2800 Dallas, Texas 75201 Telephone: 214-939-5500 Facsimile: 214-939-5849

### ATTORNEYS FOR PLAINTIFF

Joseph J. Gorfida, Jr.
Kimberly R. Lafferty
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

#### ATTORNEYS FOR DEFENDANT

#### **CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing pleading was served on counsel for Defendant certified mail, return receipt requested, on September \_\_\_\_\_, 2009, as follows:

Donald H. Flanary, Jr.
Donald H. Flanary, Jr. PLLC
301 North Bradley Street
McKinney, Texas 75069
Certified # 7006 3450 0003 6178 3371

#### Exhibit E

#### Form of Agreed Order of Dismissal With Prejudice

#### Cause No. 380-02778-2008

LAVON 593 LAND INVESTMENT,	§	IN THE DISTRICT COURT
PARTNERS, L.P.,	§	
	§	
Plaintiff,	§	
	§	
v.	8	IN THE 380TH JUDICIAL DISTRICT
	§	
CITY OF LUCAS,	§	
	§	
Defendant.	§	COLLIN COUNTY, TEXAS
	8	100

#### ORDER OF DISMISSAL WITH PREJUDICE

Came on for consideration the Motion to Dismiss Claims of Lavon 593, With Prejudice filed by Plaintiff Lavon 593 Land Investment Partners, L.P. and Defendant City of Lucas, Texas. The Court, having considered the Motion, finds that it should be granted.

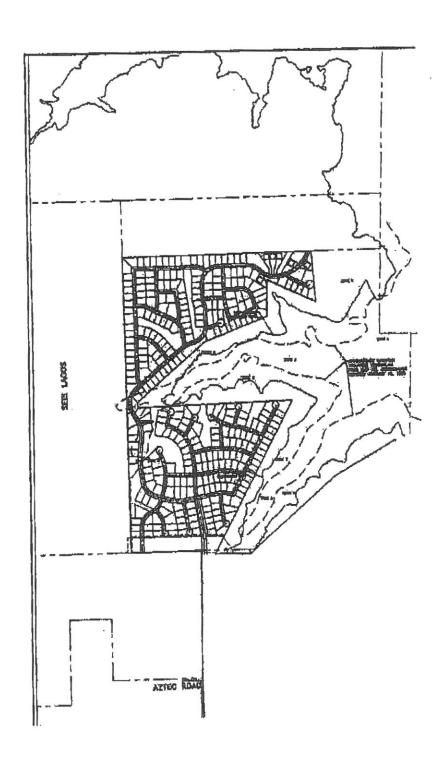
It is, therefore, ORDERED that all claims between Plaintiff Lavon 593 Land Investment Partners, L.P. and Defendant City of Lucas, Texas are hereby dismissed with prejudice, and that all costs are taxed against the party incurring those costs.

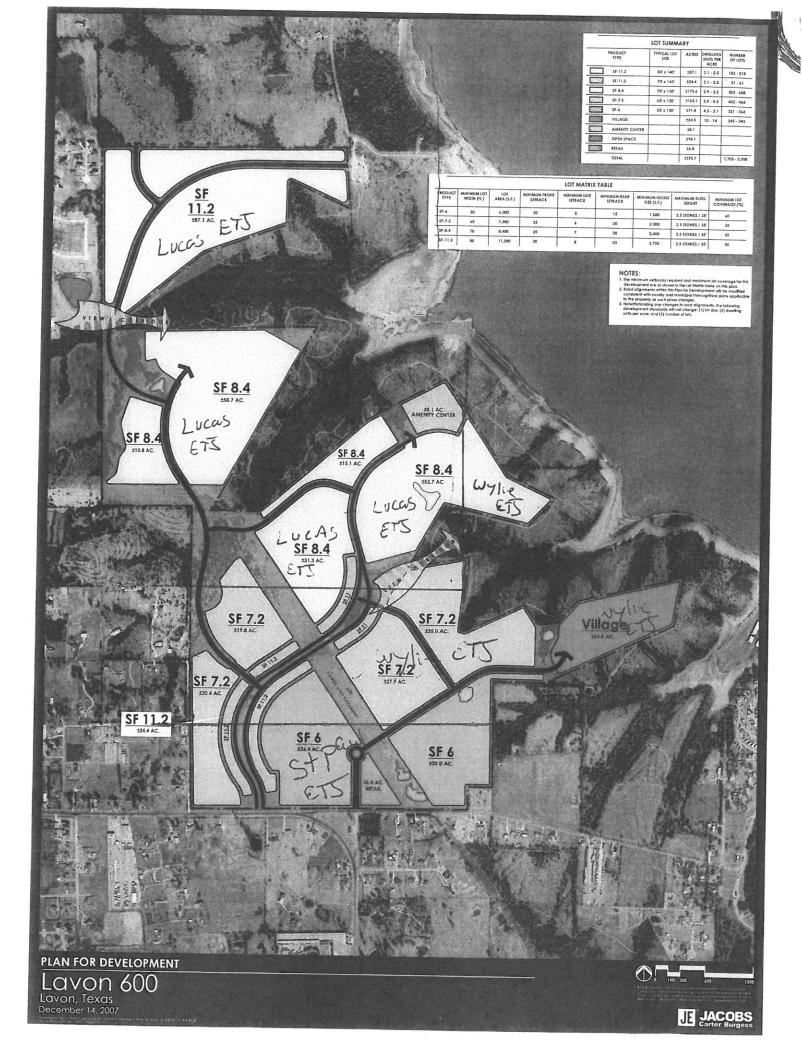
SIGNED this	day of	, 2009.	
		×	
		HIDGE PRESIDING	

Filed and Reported Official Public Records Stacey Kemp, County Clark Collin County, TEXAS 09/22/2009 08:38:49 AM \$78.00 TKING 20090922001175820

Exhibit C

Portions of the Property to be Developed with 10,000 Square Foot Lots





#### FIRST AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

This First Amendment to the Settlement and Release Agreement (this "Amendment") is made and entered into effective as of the \_\_\_\_day of July, 2020 (the "Effective Date") by and between Union Valley Ranch, LLC and Lavon Development, LLC (collectively, the "Owner") and the City of Lucas, Texas (the "City").

# ARTICLE I RECITALS

- **WHEREAS**, Lavon 593 Land Investment Partners, LP and the City entered into that certain Settlement and Release Agreement effective September 17, 2009 that is recorded in the real property records of Collin County, Texas as Document No. 20090922001175820 (the "Original Agreement"); and
- **WHEREAS**, Lavon 593 Land Investment Partners, LP assigned all of its rights in the Original Agreement to Parker Lakeside, LLC, a Texas limited liability Company by an Assignment of Development Agreement dated as of March 29, 2013 and recorded as Document No. 20130405000461290 in the Official Public Records of Collin, County Texas.
- **WHEREAS**, Parker Lakeside, LLC assigned all of its rights in the Original Agreement with respect to the property described on **Exhibit A** to Union Valley Ranch, LLC by an Assignment of Development Agreement dated as of January 1, 2020 and recorded as Document No. 20200527000771440 in the Official Public Records of Collin, County Texas; and
- **WHEREAS**, Parker Lakeside, LLC assigned all of its rights in the Original Agreement with respect to the property described on **Exhibit A-1** to Lavon Development, LLC by an Assignment of Development Agreement dated as of January 1, 2020 and recorded as Document No. 20200527000771430 in the Official Public Records of Collin, County Texas; and
- **WHEREAS**, Union Valley Ranch, LLC owns an approximately 88.874-acre tract of land governed by the Original Agreement, as more particularly described on the attached **Exhibit A**; and
- **WHEREAS**, Lavon Development, LLC owns an approximately 93.99-acre tract of land governed by the Original Agreement, as more particularly described on the attached **Exhibit A-1**; and
- **WHEREAS**, the property described on **Exhibit A** and **Exhibit A-1** is collectively referred to herein as the "<u>Undeveloped Property</u>"; and
- **WHEREAS**, the City acknowledges that Union Valley Ranch, LLC and Lavon Development, LLC are the "Owner" of the Undeveloped Property for all purposes under the Original Agreement as of the Effective Date of this Amendment; and

**WHEREAS**, all capitalized terms in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to such terms in the Original Agreement; and

**WHEREAS**, the Parties desire to amend Exhibit B and Exhibit C of the Original Agreement as they apply to the Undeveloped Property; and

**WHEREAS**, the Parties desire to address improvements to Osage Lane and the existing three-way intersection of Brockdale Road and Cayden Trail; and

**WHEREAS**, the Parties intend to memorialize those certain letter agreements attached hereto as **Exhibit D**; and

**WHEREAS**, Parties intend that this Amendment be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the Parties have the authority to enter into this Amendment pursuant to Section 212.171 *et seq* of the Texas Local Government Code.

**NOW THEREFORE**, for and in consideration of the Recitals set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Owner and the City, the Parties agree as follows:

- 1. Recitals. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Amendment; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Amendment. In the event it becomes necessary to interpret any provision of this Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Amendment.
- 2. <u>Revised Exhibit B</u>. <u>Exhibit B</u> attached to the Original Agreement is hereby replaced with <u>Exhibit B</u> attached hereto, which revised <u>Exhibit B</u> shall apply only to the Undeveloped Property.
- 3. Revised Exhibit C. Exhibit C attached to the Original Agreement is hereby replaced with Exhibit C attached hereto, which revised Exhibit C shall apply only to the Undeveloped Property.
- 4. <u>Section 2.5 of Original Agreement</u>. Section 2.5 of the Original Agreement is hereby revised in its entirety to read as follows:

Notwithstanding the development regulations shown on the Plan for Development, when developed, those portions of the Property shown on **Exhibit C** attached to the Original Agreement (the "Large Lot Property") will be developed with single family residential homes on lots with a minimum lot area of 10,000 square feet and

a minimum home size of 2,000 square feet, provided, however, the Undeveloped Property shall be developed in accordance with lot sizes shown on the revised **Exhibit C** attached to this Amendment. An emergency access gate shall be provided at the location shown on the revised **Exhibit C** attached to this Amendment at the time the adjacent portion of the Property is developed with homes. All other development regulations shown on the Plan for Development are applicable to the Large Lot Property. No town home or multifamily uses are permitted to be constructed within Lucas' ETJ. All single-family residential homes constructed within Lucas' ETJ will have a minimum homes size of 2,000 square feet.

- 5. <u>Osage Lane</u>. The Owner shall improve Osage Lane with a base repair and overlay at the time infrastructure is constructed in connection with the first final plat for the Undeveloped Property.
- 6. <u>Intersection Improvements</u>. When the Owner develops a connection to the existing three-way intersection at Brockdale Road and Cayden Trial, the Owner will improve the existing intersection to make it a four-way intersection.
- 7. <u>HOA Notice</u>. The Owner shall require the HOA to provide residents of the property with a notice that the Trinity equestrian trails are for equestrian and hiking use only.
- 8. <u>Letter Agreements</u>. The Parties agree to the terms of the letter agreements attached hereto as **Exhibit D**.
- 9. <u>Conflicts</u>. In the event of a conflict between the Original Agreement and this Amendment, this Amendment shall control.
- 10. <u>Notices</u>. Section 2.19 of the Original Agreement is hereby amended to provide the following Notice information for the Owner:

Attn: Phillip W. Huffines 8200 Douglas Avenue, Suite 300

Dallas, Texas 75225

 $\hbox{E-mail:} \ \underline{pwh@huffinescommunities.com}$ 

214.750.1800

With a copy to:

Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218

E-mail: <u>misty.ventura@svlandlaw.com</u>

214.328.1101

- 11. <u>Authority and Enforceability</u>. The City represents and warrants that this Amendment has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Amendment on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Amendment has been approved by appropriate action of the Owner, and that the individual executing this Amendment on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Amendment is authorized by Section 212.172 of the Texas Local Government Code.
- 12. <u>Applicable Law; Venue</u>. This Amendment is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue for any action to enforce or construe this Amendment shall be in Collin County.
- 13. Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Amendment shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Amendment. No provision of this Amendment may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Amendment shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.
- 15. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16. <u>Exhibits</u>. The following exhibits are attached to this Amendment and are incorporated herein for all purposes:

Exhibit A Legal Description of the 88.874-Acre Tract
Exhibit A-1 Legal Description of the 93.99-Acre Tract
Exhibit B Revised Exhibit B for Undeveloped Property
Exhibit C Revised Exhibit C for Undeveloped Property

Exhibit D Letter Agreements

Executed by Owner and the City to be effective on the Effective Date.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:	CITY OF LUCAS
Name: Stacy Henderson, City Secretar	By: Jim Olk, Mayor
Date:	Date:
APPROVED AS TO FORM AND LE	GALITY
Name: Joe Gorfida Title: City Attorney Date:	
STATE OF TEXAS §  STATE OF COLLIN	
, and the second	fore me on the day of, 2020 by Jim Olk, Mayor of
	Notary Public, State of Texas

# UNION VALLEY RANCH, L.P., a Texas limited partnership

	By:	HC (	Operating, L.P., its general partner
		By:	HC Operating, GP, LLC, its general partner
			By: Phillip Huffines, Managing Director
THE STATE OF TEXAS	§ § §		
COUNTY OF DALLAS	§		
Huffines, who is personally I GP, LLC, general partner of	known or ider HC Operatin	ntified to g, L.P., g	me on the day of, 2020, by Phillip me, as the Managing Director of HC Operating, general partner of <b>UNION VALLEY RANCH</b> , alf of said companies and partnerships.
[seal]		Nota	ry Public in and for the State of Texas

# **LAVON DEVELOPMENT, LLC** a Texas limited liability company

	By: Phillip Huffines, Managing Director
THE STATE OF TEXAS	§
COUNTY OF DALLAS	§ §
Huffines, who is personally	acknowledged before me on the day of, 2020, by Phillip known or identified to me, as the Managing Director of <b>LAVON</b> a Texas limited liability company, on behalf of said companies and
[seal]	Notary Public in and for the State of Texas

#### EXHIBIT A LEGAL DESCRIPTION OF THE 88.847--ACRE TRACT

#### TRACT 1

BEING AN 88.373 ACRE TRACT OF LAND SITUATED IN THE ORPHA SHELBY SURVEY, ABSTRACT NO. 799, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 592.744 ACRE TRACT OF LAND, DESCRIBED IN DEED TO LAVON 593 LAND INVESTMENT PARTNERS L.P. AS RECORDED IN COUNTY CLERKS FILE NO. 20070307000314040, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAID 88.373 ACRE TRACT WITH THE BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS96, EPOCH DATE 2002), DETERMINED BY GPS OBSERVATIONS BETWEEN JULIAN DAY 253, 2004 AND JULIAN DAY 259, 2004, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986). , BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 3/4" IRON ROD FOUND IN THE SOUTH LINE OF A 136.060 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RCC BROCKDALE PARK ESTATES, LTD. AS RECORDED IN COUNTY CLERK'S FILE NO. 20070813001124770, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 13 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF SAID 136.060 ACRE TRACT, A DISTANCE OF 3007.04 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-26" FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE UNITED STATES OF AMERICA AS RECORDED IN VOLUME 736, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINES OF SAID UNITED STATES OF AMERICA TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 04 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 756.97 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-25" FOUND FOR CORNER:

NORTH 65 DEGREES 28 MINUTES 27 SECONDS WEST, A DISTANCE OF 833.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" FOUND FOR CORNER;

SOUTH 00 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 549.35 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-23" FOUND FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 1077.15 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-22" FOUND FOR CORNER;

SOUTH 50 DEGREES 39 MINUTES 17 SECONDS WEST, A DISTANCE OF 1405.27 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-21" FOUND FOR CORNER;

THENCE, NORTH 79 DEGREES 41 MINUTES 47 SECONDS WEST, OVER AND ACROSS SAID LAVON 593 TRACT, A DISTANCE OF 166.84 FEET TO A POINT FOR CORNER ON THE WEST LINE OF SAID LAVON 593 TRACT;

THENCE, NORTH 01 DEGREE 02 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF SAID LAVON 593 TRACT, A DISTANCE OF 2148.49 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 88.373 GROSS ACRES OF LAND, MORE OR LESS.

#### TRACT 2

BEING A 0.474 ACRE TRACT OF LAND SITUATED IN THE MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 564, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 0.474 ACRE TRACT OF LAND, DESCRIBED IN DEED TO LAVON 593 LAND INVESTMENT PARTNERS L.P., AS RECORDED IN COUNTY CLERKS FILE NO. 220120918001172050, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.474 ACRE TRACT WITH THE BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS96, EPOCH DATE 2002), DETERMINED BY GPS OBSERVATIONS BETWEEN JULIAN DAY 253, 2004 AND JULIAN DAY 259, 2004, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986). , BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A CORPS OF ENGINEERS MONUMENT STAMPED "4424-27" FOUND FOR THE SOUTHEAST CORNER OF SAID 0.474 ACRE TRACT AND BEING THE A NORTHWESTERLY CORNER OF TRACT OF LAND DESCRIBED IN A DEED TO THE UNITED STATES OF AMERICA AS RECORDED IN VOLUME 736, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 17 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 0.474 ACRE TRACT AND THE COMMON NORTH LINE OF SAID UNITED STATES OF AMERICA TRACT, A DISTANCE OF 42.47 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-26" FOUND FOR CORNER, SAID POINT BEING A NORTHWEST CORNER OF SAID UNITED STATES OF AMERICA TRACT AND THE COMMON NORTHEAST CORNER OF A 592.744 ACRE TRACT OF LAND, DESCRIBED IN DEED TO LAVON 593 LAND INVESTMENT PARTNERS L.P., AS RECORDED IN COUNTY CLERKS FILE NO. 20070307000314040, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 60.10 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 0.474 ACRE TRACT;

THENCE, ALONG THE WEST AND NORTH LINE OF SAID 0.474 ACRE TRACT AND OVER AND ACROSS A 136.060 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RCC BROCKDALE PARK ESTATES, LTD. AS RECORDED IN COUNTY CLERK'S FILE NO. 20070813001124770, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 03 DEGREES 42 MINUTES 10 SECONDS WEST, A DISTANCE OF 138.38 FEET TO A POINT FOR CORNER;

NORTH 12 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 63.42 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 104.59 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 0.474 ACRE TRACT AND ON THE EAST LINE OF SAID 136.060 ACRE TRACT;

THENCE, SOUTH 12 DEGREES 19 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID 0.474 ACRE TRACT AND THE EAST LINE OF SAID 136.060 ACRE TRACT A DISTANCE OF 50.19 FEET TO POINT FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF AFORESAID UNITED STATES OF AMERICA TRACT;

THENCE, SOUTH 03 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID 0.474 ACRE TRACT AND THE COMMON WEST LINE OF SAID UNITED STATES OF AMERICA TRACT, A DISTANCE OF 150.67 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.474 ACRES LAND, MORE OR LESS.

#### EXHIBIT A-1 LEGAL DESCRIPTION OF THE 93.99-ACRE TRACT

BEING A 115.241 ACRE TRACT OF LAND SITUATED IN THE LEROY FARMER SURVEY, ABSTRACT NO. 334 AND THE ORPHA SHELBY SURVEY, ABSTRACT NO.799, CITY OF WYLIE E.T.J. AND THE CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS, AND BEING ALL OF A 115.241 ACRE TRACT OF LAND, CONVEYED TO LAVON DEVELOPMENT, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20180614000736640, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 115.241 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 115.241 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 41.391 ACRE TRACT OF LAND CONVEYED TO OSVALDO MORALES, JR. AND ELIZABETH MORALES, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20110314000273340, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE EAST LINE OF AN OLD ABANDONED ROAD;

THENCE, NORTH 01 DEGREE 02 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF SAID 115.241 ACRE TRACT AND ALONG THE EAST LINE OF SAID OLD ABANDONED ROAD, A DISTANCE OF 3209.80 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHWEST CORNER OF SAID 115.241 ACRE TRACT;

THENCE, ALONG THE NORTH LINE OF SAID 115.241 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 57 MINUTES 56 SECONDS EAST, A DISTANCE OF 637.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER:

SOUTH 39 DEGREES 01 MINUTE 53 SECONDS EAST, A DISTANCE OF 260.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 50 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 38.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER:

SOUTH 39 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF SAID 115.241 ACRE TRACT AND BEING ON A COMMON NORTHWEST LINE OF A TRACT OF LAND CONVEYED AS TRACT NO. 4424, TO THE UNITED STATES OF AMERICA, BY DEED RECORDED IN VOLUME 736, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS, FROM

WHICH A CORPS OF ENGINEERS MONUMENT STAMPED "4424-22" FOUND BEARS NORTH 50 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 401.48 FEET;

THENCE, ALONG THE COMMON LINES OF SAID 115.241 ACRE TRACT AND SAID TRACT NO. 4424, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 50 DEGREES 39 MINUTES 17 SECONDS WEST, A DISTANCE OF 1003.79 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-21" FOUND FOR AN INTERIOR ELL CORNER OF SAID 115.241 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF SAID TRACT NO. 4424;

SOUTH 08 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.65 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-20" FOUND FOR AN INTERIOR ELL CORNER OF SAID 115.241 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF SAID TRACT NO. 4424;

NORTH 88 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 2464.68 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-19" FOUND FOR THE NORTHEAST CORNER OF SAID 115.241 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID TRACT NO. 4424;

SOUTH 28 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 2603.00 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-18" FOUND FOR THE SOUTHEAST CORNER OF SAID 115.241 AND BEING ON THE NORTH LINE OF A 21.432 ACRE TRACT OF LAND CONVEYED TO LAVON DEVELOPMENT, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20180614000736630, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND BEARS SOUTH 89 DEGREES 28 MINUTES 49 SECONDS EAST, A DISTANCE OF 573.44 FEET;

THENCE, NORTH 77 DEGREES 41 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 115.241 AND THE COMMON NORTH LINE OF 21.432 ACRE TRACT, A DISTANCE OF 238.32 FEET TO A 1" IRON ROD FOUND FOR AN ANGLE POINT IN THE SOUTH LINE OF SAID 115.241 ACRE TRACT, THE NORTHWEST CORNER OF SAID 21.432 ACRE TRACT, AND THE COMMON NORTHEAST CORNER OF AFORESAID MORALES TRACT;

THENCE, SOUTH 89 DEGREES 14 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 115.241 AND THE COMMON NORTH LINE OF SAID MORALES TRACT, A DISTANCE OF 1111.20 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A GROSS CALCULATED AREA OF 5,019,877 SQUARE FEET, OR 115.241 ACRES OF LAND, MORE OR LESS.

#### **SAVE & EXCEPT**

THE FOLLOWING PLATTED LOTS LOCATED WITHIN INSPIRATION PHASE 7A, AN ADDITION TO COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT

THEREOF RECORDED IN VOLUME 2019, PAGE 57, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.

LOTS 1, 4, 5, 6, 11, 12, 13, BLOCK 1; LOTS 1, 2, 3, 4, 5, 6, 7, 8, BLOCK 2; LOTS 5, 6, 7, 8, 10, 13, 14, 15, 16, 17, 18, BLOCK 4; LOTS 5, 13, 14, 15, 16, BLOCK 6; LOTS 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, BLOCK 9; LOTS 8, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 30, 32, BLOCK 11; LOTS 1, 2, 3, 4, 9, 10, 11, 12, 13, BLOCK 12; LOTS 1, 2, 3, 9, BLOCK 13; LOTS 1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, BLOCK 14; AND LOTS 21, 22, 23, BLOCK 16.

SAID PLATTED LOTS CONTAINING APPROXIMATELY 21.308 ACRES OF LAND MORE OR LESS. LEAVING A NET AREA OF **93.933 ACRES OF LAND**, MORE OR LESS.

# EXHIBIT B REVISED EXHIBIT B FOR UNDEVELOPED PROPERTY

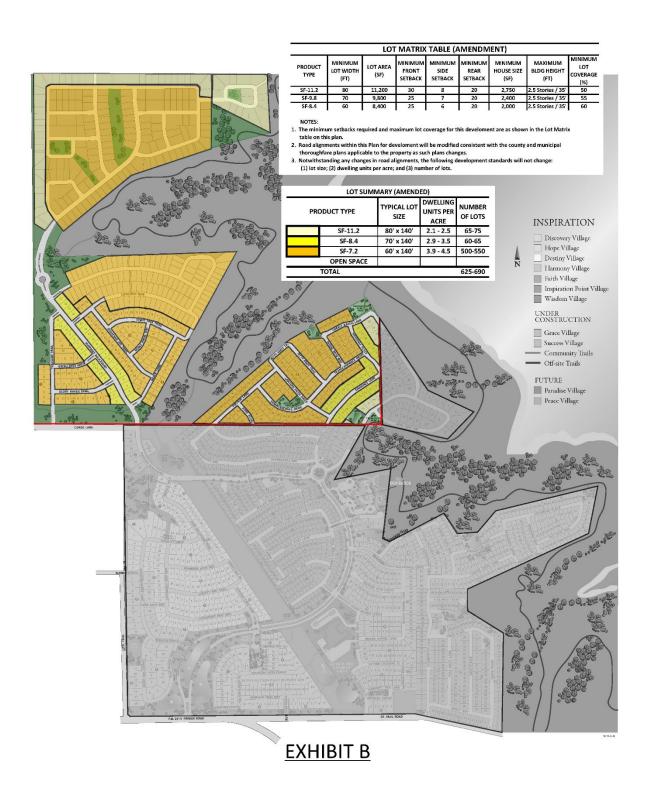
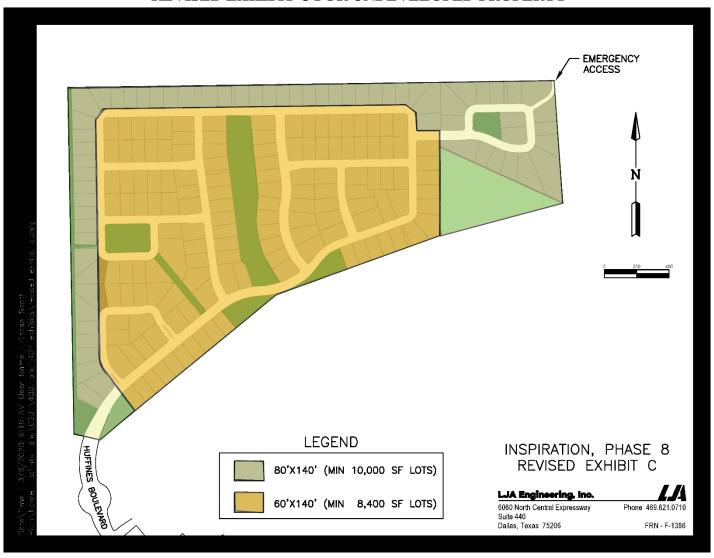


EXHIBIT C
REVISED EXHIBIT C FOR UNDEVELOPED PROPERTY



#### <u>EXHIBIT D</u> LETTER AGREEMENTS



January 15, 2016

Mr. Joe Hilbourn Development Services Director 665 Country Club Road Lucas, Texas 75002-7651 via Email and Priority Mail

Re: Inspiration Development Plan

Dear Mr. Hilbourn:

Thank you for taking the time yesterday to review our current plan for development which is attached. Based upon our conversation, the City is in agreement that the attached plan is in compliance and meets your approval. Before releasing our engineering team and spending tens of thousands of dollars preparing a preliminary plat, we respectfully request you acknowledge in the space below that the city has no objections to the attached plan for development.

I look forward to working with you in the coming months to implement this plan for development.

Sincerely,

Phillip Huffines, Managing Director HC Inspiration One, LLC

/encl

cc: / Joni Clarke - City of Lucas City Manager

CITY OF LUCAS

By: Jan Hilly Date

Development Services Director

8200 Douglas Avenue, Suite 300, Dallas, Texas 75225 • Tele (214) 750-1800 • Fax (214) 750-5900





April 2, 2015

Mr. Joe Hilbourn Development Service Director 665 Country Club Road Lucas, TX 75002-7651

Re: Settlement and Release Agreement Dated on or about September 21, 2009

Dear Mr. Hilbourn:

Thank you for taking the time along with Ms. Clarke and Mr. Forester to meet with us regarding the location of the future amenity center for the Inspiration Community.

Reference is made to the subject agreement covering the land located in the Inspiration Community and in particular Exhibit "B" "Development Plan" attached to the Agreement. As we discussed, the location for the Amenity Center, as shown in Exhibit "B", which was a concept plan at the time, is not the appropriate location.

The purpose of this letter is to request the City to allow the Amenity Center location to be moved from what is shown on Exhibit "B" of the Agreement to the location as shown in the attached drawing labeled Exhibit "A." The size of the new location is about 7.9 acres. The Exhibit "B" shows the Amenity Center site as 8.0 acres. The new location is a better site because it is on the main thoroughfare.

If the City is agreeable to the new location shown on the attached drawing, please indicate such by signing below. We gratefully appreciate your time and consideration.

Thank you,

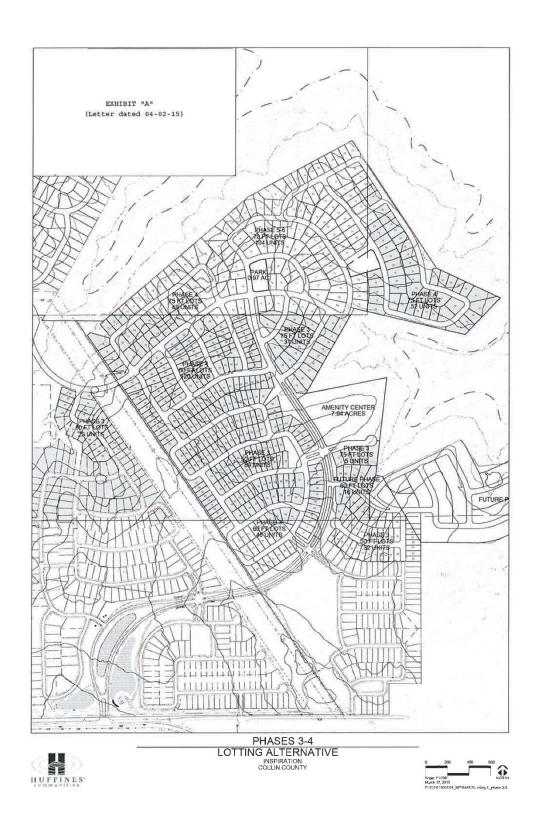
Phillip Huffines Managing Director

HC Inspiration One LLC.

CITY OF LUCAS

By: Development Services Director.

8200 Douglas Avenue, Suite 300, Dallas, TX 75225 \* Tele: 214-750-1800 \* Fax: 214-750-5900



# **Osage Lane**





### City of Lucas Council Agenda Request July 16, 2020

Requester: City Council

#### **Agenda Item Request**

Discuss the City of Lucas Broadband Project including:

- A. Overview of the broadband feasibility draft study provided by Magellan Advisors.
- B. Discuss a potential bond election date.

#### **Background and Financial Information**

The broadband project would be similar to the City's water service and set up as a separate enterprise fund where it can be self-sustaining through the revenue generated by the customer base for the services provided. The Council indicated funding for the project would need to be approved by the citizens through a bond election. Bond elections are limited to uniform election dates which are Tuesday, November 3, 2020 or Saturday, May 1, 2021. The key date for calling a bond election is the adoption of an ordinance which must be done no more than 90 days and no less than 78 days prior to either election date.

City staff is currently pursuing a grant from the Economic Development Administration (EDA), U.S. Department of Commerce (DOC) that may fund a portion of the broadband project if awarded. However, the EDA has indicated that the City's broadband project may not be considered competitive compared to other ready-to-go projects if the project requires voter approval from the May 1, 2021 Bond Election.

Discussions with the City's Financial Advisors at SAMCO Capital and the Bond Counsel at Norton Rose Fulbright have occurred to discuss funding strategies, timelines, and gain insight on similar broadband projects at the Cities of Dayton and Mont Belvieu. The Bond Counsel indicated that (1) the working capital funding is limited to 10% of the total project/bond amount, (2) there is no anticipated impact on the City's bond rating, and (3) the ad valorem tax base provides the underlying credit support in the event that the project does not perform as expected. Possible funding sources for the broadband project would be through (1) bond funds, (2) federal grant(s), and (3) reserves. Reserves could be used or loaned with interest to the Technology Fund as a means of reducing the amount of debt funding.

#### **Recent Updates:**

Magellan Advisors is working on final updates to the financial model in order to complete the broadband feasibility study in July. The City Council has provided recommendations and feedback regarding the financial model during previous City Council meetings and review sessions with Magellan Advisors.



# City of Lucas Council Agenda Request July 16, 2020

Magellan Advisors recommended that buildout for the construction of a fiber network should be 80% underground and 20% aerial, which runs approximately 108 miles throughout city limits. The municipal fiber network would pass every residential household and business, and the internet service would be optional.

Below is a list of final updates to the financial model per recommendations from the City Council:

- Decrease in amount generated for reserve renewal and replacement in order to increase additional cash flow.
- Moving year-end contribution costs to the working capital line item to include interest as a possible interfund loan from the City.
- Reduction in indirect equipment and materials cost from contractors where the City could save money by directly purchasing and storing the equipment and materials.
- Additional financial model summary based on 45% uptake.
- Additional line in the financial model to show payback using free cash to pay back the interfund loans.
- Increase in building costs for a data center, offices, workspace, and storage.
- Increase in broadband personnel salaries to be considered competitive in the Dallas Fort-Worth metroplex market for positions that may be in-house or outsourced.
- An all-inclusive residential rate of \$115.00 for 1 GB and managed services.

#### The following is the updated project timeline:

July 15, 2020	Magellan Advisors provides draft of feasibility study
July 16, 2020	City Council meeting with overview of feasibility study and discuss
	potential bond election date
July 23, 2020	Magellan Advisors submits final feasibility study
July 30, 2020	City Council meeting to make a decision regarding the bond election date
August 6, 2020	City Council meeting to call the bond election for November 3, 2020
_	(tentative)

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

- 1. Timetable for a Bond Election on Tuesday, November 3, 2020
- 2. Timetable for a Bond Election on Saturday, May 1, 2021
- 3. General Fund and Water Fund Reserves Trend
- 4. Updated Financial Model will be sent out as a separate attachment
- 5. Broadband Feasibility Draft Study will be sent out as a separate attachment



# City of Lucas Council Agenda Request July 16, 2020

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

Magellan Advisors is completing the financial model which will be sent out to City Council prior to the July 16, 2020 City Council meeting. The financial impact will be based on the finalization of the financial model and broadband feasibility study by Magellan Advisors.

#### Recommendation

City staff recommends discussing the potential bond election date to be called for either November 3, 2020 or May 1, 2021. Should the broadband project be called for the May 1, 2021 Bond Election, it is recommended to not pursue the grant from the EDA as the project would not be considered competitive if awaiting voter approval from the May 1, 2021 Bond Election.

#### Motion

There is no motion required, this is a discussion only.



#### City of Lucas, Texas

Timetable for a Bond Election on Tuesday, November 3, 2020 – to be Called August 5-17, 2020

Event	Time Required	Date	Done
City staff confers with financial advisor/bond counsel	At least 4 weeks before calling election	June 2020	
City staff explores possible polling locations	At least 3 weeks before calling election	July 2020	
City Council adopts ordinance calling election	Not more than 90 days or less than 78 days prior to election <sup>1</sup>	August 6, 2020 (Thurs.)	
Bond counsel orders translations (Spanish, etc.)	Immediately after calling the election	August 7, 2020 (Fri.)	
Bond counsel delivers ballot to election official	Deadline determined by election official	Est. August 31, 2020 (Mon.)	
Bond counsel delivers notice of election to the county election official <sup>2</sup>	Not later than 60 days before election	September 4, 2020 (Fri.)	
Last day to register to vote	30 days prior to election <sup>3</sup>	October 4, 2020 (Sun.)	
City staff publishes first notice of election in English, Spanish, and other applicable languages	Not more than 30 days or less than 14 days prior to election <sup>4</sup>	Submit by October 7 (Weds.) October 8, 2020 (Thurs.)	
City staff posts notice of election (all applicable languages) prominently on the City's website	Not later than 21 days before election until after election	October 13, 2020 (Tues.)	
City staff posts sample ballot on the City's website	Not later than 21 days before election until after election	October 13, 2020 (Tues.)	
City staff posts notice of election (all applicable languages) at City Hall's bulletin board	Not later than 21 days before election until after election	October 13, 2020 (Tues.)	
City staff posts notice of election and voter information document (all applicable languages) at three public places in the City	Not later than 21 days before election until after election	October 13, 2020 (Tues.)	
City staff publishes second notice of election (all applicable languages)	Exactly one week after first publication	Submit by October 14 (Weds.) October 15, 2020 (Thurs.)	
Early voting begins	17 days prior to election day <sup>5</sup>	October 19, 2020 (Mon.)	
Early voting ends	4 days prior to election day	October 30, 2020 (Fri.)	
Election day	1st Tuesday after the 1st Monday in November	November 3, 2020 (Tues.)	
City Council canvasses election returns	Not later than 14 days after election and not earlier than the later of: (1) the 3rd day after election; (2) the date the provisional ballots have been counted; or (3) the date that all timely cast overseas ballot have been counted <sup>6</sup>	November 6, 2020 (Fri.) through November 17, 2020 (Tues.)	
End of election contest period	Later of 30 days after canvassing or 15 days after electronic records publicly available	Generally no later than December 17. 2020 (Thurs.)	

<sup>&</sup>lt;sup>1</sup> This window is Wednesday, August 5, 2020 to Monday, August 17, 2020. Notice of the meeting must be posted at least 72 hours prior to the meeting. In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements need not be followed but may be. Gov't Code § 1201.028. If so, all readings should occur within the "call window."

<sup>&</sup>lt;sup>2</sup> Bond counsel will provide the election official with appropriate notices of election for each polling location, typically after this deadline.

<sup>&</sup>lt;sup>3</sup> Because the deadline falls on Sunday, October 4, the Secretary of State typically moves the date to the next business day. The deadline is not affected by the Columbus holiday (October 12, 2020).

<sup>&</sup>lt;sup>4</sup>The first day to publish the first time is Sunday, October 4, 2020, and the last day to publish the first time is Tuesday, October 20, 2020. The second publication must occur one week after the first publication on the same day of the week as the first publication. The *Allen American* publishes legal notices on Thursdays. Notice must be submitted by 1:00 pm the Wednesday before publication. Payment may also be required at that time. The entire notice must be published in both languages.

<sup>&</sup>lt;sup>5</sup> The early voting period for a November election is typically longer than a May election. Because the first day of the early voting period falls on Saturday, October 17, 2020, the date moves to the next business day. The results from early voting are not available until 7:00 p.m. on election day.

<sup>&</sup>lt;sup>6</sup> This canvass period applies to a November election in even-numbered years. Notice of the canvass meeting should be posted at least 72 hours prior to the meeting. Final results including mailed and provisional ballots may not be available until the last two days of the canvassing period. An election with close results may be affected.



#### City of Lucas, Texas

Timetable for a Bond Election on Saturday, May 1, 2021 – to be called January 31-February 12, 2021

Event	Time Required	Date	Done
City confers with financial advisor/bond counsel	At least 4 weeks before calling election	January 2021	
City staff explores polling locations	At least 2 weeks before calling election	January 2021	
City Council adopts an ordinance calling the	Not more than 90 days or less than	February 4, 2021 (Thurs.)	
election	78 days prior to election <sup>1</sup>	-	
Bond counsel orders translations (Spanish, etc.)	Immediately after calling the election	February 5, 2021 (Fri.)	
Bond counsel delivers ballot language to election	determined by the election official	Estimated	
official		February 17, 2021 (Mon.)	
Bond counsel delivers notice of election to the	Not later than 60 days before election	March 2, 2021 (Tues.)	
county election official <sup>2</sup>			
City staff publishes first notice of election in	Not more than 30 days or less than	Submit by March 31 (Weds.)	
English, Spanish, and other applicable languages	14 days prior to election <sup>3</sup>	April 1, 2021 (Thurs.)	
Last day to register to vote	30 days prior to election	April 1, 2021 (Thur.)	
City posts sample ballot on the City's website	Not later than 21 days prior to election	April 9, 2021 (Fri.)	
	until after election day4		
City staff posts notice of election (all applicable	Not later than 21 days prior to election	April 9, 2021 (Fri.)	
languages) prominently on the City's website	until after election day		
City staff posts sample ballot on the City's website	Not later than 21 days prior to election	April 9, 2021 (Fri.)	
	until after election day		
City staff posts notice of election (all applicable	Not later than 21 days prior to election	April 9, 2021 (Fri.)	
languages) at City Hall on the bulletin board used	until after election day		
for posting meeting notices			
City staff posts notice of election and voter	Not later than 21 days prior to election	April 9, 2021 (Fri.)	
information document (all applicable languages) at	until after election day		
three public places within the City			
City staff publishes second notice of election (all	Exactly one week after first publication	Submit by April 7 (Weds.)	
applicable languages)		April 8, 2021 (Thurs.)	
Early voting begins	12 days prior to election <sup>5</sup>	April 19, 2021 (Mon.)	
Early voting ends	4 days prior to election	April 27, 2021 (Tues.)	
Election day	First Saturday in May	May 1, 2021 (Sat.)	
City Council canvasses election returns	Not later than 11 days after election and not	May 4, 2021 (Tues.)	
	earlier than the later of: (1) the 3rd day after election; (2) the date the provisional ballots have	through	
	been counted; or (3) the date that all timely cast	May 12, 2021 (Wed.) <sup>7</sup>	
	overseas ballot have been counted <sup>6</sup>		
End of election contest period	Later of 30 days after canvassing or 15	Generally no later than	
·	days after electronic records publicly	June 11, 2021 (Fri.)	
	available	· · ·	

<sup>&</sup>lt;sup>1</sup> This window is January 31, 2021 to February 12, 2021. Notice of the meeting to call the election should be posted at least 72 hours prior to the meeting. In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements need not be followed but may be. Gov't Code § 1201.028. If so, all readings should occur within the "call window."

<sup>&</sup>lt;sup>2</sup> Bond Counsel will provide the election official with appropriate Notices of Election for each polling location.

<sup>&</sup>lt;sup>3</sup> The first day to publish the notice is April 1, 2021, and the last day is April 21, 2021. The second publication must occur one week after the first publication on the same day of the week as the first publication. The *Allen American* publishes legal notices on Thursdays. Notice must be submitted by 1:00 pm the Wednesday before publication. Payment may also be required at that time. The entire notice must be published in both languages.

<sup>&</sup>lt;sup>4</sup> Because this deadline falls on Saturday, April 10, the Secretary of State typically rolls the deadline forward to Monday, April 13. We recommend early compliance.

<sup>&</sup>lt;sup>5</sup> This early voting period applies only to the May election date.

<sup>&</sup>lt;sup>6</sup> This canvassing time applies only to the May election date. Notice of the meeting to canvass the election should be posted at least 72 hours prior to the meeting.

<sup>&</sup>lt;sup>7</sup> Due to recent changes in state and federal law, final results including mailed and provisional ballots may not be available until the last two days of the canvassing period. An election with close results may be affected.

City of Lucas General Fund Reserves by Fiscal Year

	:	Actual 2013-2014	:	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	2	Actual 2017-2018		Actual 2018-2019		rojected 019-2020		Projected 2020-2021
Unassigned Fund Balance per Audit Report	\$	5,867,875	\$	6,203,973	\$ 7,545,674	\$ 8,774,909	\$	7,380,496	\$	7,442,323	\$	7,442,323	\$	7,442,323
Adjusted For:														
Projected Excess Fund Balance FY 19-20 Projected Excess Fund Balance FY 20-21											\$	210,202	\$ \$	210,202 440,629
Additional Restrictions:														
Capital Project funding approved at (3-2-17) City Council Meeting Brockdale Roadway Improvements Reserve for Capital Outlay FY 19-20 Reserve for Capital Outlay FY 20-21	\$	(47,935)	\$	(102,935)	\$ (140,335) (50,000)	(1,385,000) (199,570) (100,000)					\$	- (50,000)	\$	(50,000) (50,000)
Reserve Balance Prior to GASB 54 Requirement	\$	5,819,940	\$	6,101,038	\$ 7,355,339	\$ 7,090,339	\$	7,380,496	\$	7,442,323	\$	7,602,525	\$	7,993,154
Reserve Balance in Operating Months		16.7		17.1	19.3	16.5		16.9		14.9		14.5		17
50% Current Year General Fund Expenditures (6 months)	\$	(2,089,807)	\$	(2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$	(2,624,410)	\$	(3,009,319)	\$ (	(3,086,789)	\$	(2,836,570)
Reserve Balance After GASB 54 Requirement	\$	3,730,133	\$	3,957,148	\$ 5,068,669	\$ 4,506,804	\$	4,756,086	\$	4,433,005	\$	4,515,736	\$	5,156,584
Reserve Balance in Operating Months		10.7		11.1	13.3	10.5		10.9		8.9		8.5		11
Restricted during Fiscal Year Audit:														
Capital Outlay ( \$50K per year) (11-1007-60)							\$	150,000	\$	200,000	\$	250,000	\$	300,000
Ambulance Donation (11-1001-65)							\$	100,000	\$	-	\$	-	\$	-
Restricted Impact Fees							_	245.054	\$	1,785,286	\$	536,481		836,481
Brockdale Roadway Improvements (11-1001-60) Project Mgmt (11-1007-70)							\$	245,054	¢	285,878 358,290	\$	342,127	Þ	402,127
Capital Project Funding approved (3-2-17)(11-1007-50)							Ś	1,385,000	ب \$	1,385,000				
Reserve Restricted per Audit Report	\$	-	\$	-	\$ =	\$ -	_	1,880,054	\$	4,014,454	\$	1,128,608	\$	1,538,608

City of Lucas
Water Fund Reserves by Fiscal Year

Water Fund Reserves by Fiscal Year		Actual 2013-2014	7	Actual 2014-2015		Actual 2015-2016		Actual 2016-2017	Actual 2017-2018	Actual 2018-2019		Projected 2019-2020		Projected 020-2021
Unrestricted Cash Balance per Audit Report	\$	3,382,193	\$	4,295,531	\$	5,579,746	\$	5,548,487	\$ 5,996,412	\$ 6,215,622	\$	6,215,622	\$	6,215,622
Adjusted For:														
Projected Excess Fund Balance FY 20-21 Projected Excess Fund Balance FY 19-20											\$	78,442	\$ \$	233,549 78,442
Additional Restrictions:														
Capital Project funding approved at (3-2-17) City Council Meeting Customer Deposits FY 18-19 Transfer for Capital Projects Reserve Balance Prior to GASB 54 Requirement Reserve Balance in Operating Months	\$ <b>\$</b>	(209,565) 3,172,628 13	\$ <b>\$</b>	(223,300) 4,072,231 15	\$ <b>\$</b>	(239,250) <b>5,340,496</b> <b>19</b>	\$ \$	(120,979) (245,600) <b>5,181,908</b> <b>16</b>	(247,600) 5,748,812 18	(256,220) 5,959,402 18	\$ \$ <b>\$</b>	(261,295) (82,163) <b>5,950,606</b> <b>16</b>		(261,295) (82,163) <b>6,184,155</b> <b>17</b>
50% Current Year General Fund Expenditures (6 months)	\$	(1,397,368)	\$	(1,605,672)	\$	(1,656,470)	\$	(1,897,744)	\$ (1,949,722)	\$ (1,983,894)	\$	(2,169,260)	\$	(2,134,002)
Reserve Balance After GASB 54 Requirement	\$	1,775,260	\$	2,466,559	\$	3,684,026	\$	3,284,164	\$ 3,799,090	\$ 3,975,508	\$	3,781,346	\$	4,050,153
Reserve Balance in Operating Months		7		9		13		10	12	12		10		11
Restricted during FY 18-19 audit:														
Capital Project Funding approved (3-2-17)(51-1007-50) Project Mgmt (51-1007-70)									\$ 120,979	\$ 120,979 69,945				
Reserve Restricted per Audit Report	\$	-	\$	-	\$	-	\$	-	\$ 120,979	\$ 190,924	\$	-	\$	-



# City of Lucas Council Agenda Request July 16, 2020

Requester: Lucas Farmers Market Committee Chair Debra Guillemaud

City Manager Joni Clarke

#### **Agenda Item Request**

Consider the July 27, 2020 Lucas Farmers Market.

#### **Background Information**

In light of public health concerns associated with COVID-19, the City of Lucas cancelled the Farmers Market scheduled for the months of April and May and revised the 2020 schedule to include:

- June 13 (Second Saturday) and June 27 (Fourth Saturday)
- July 11 (Second Saturday) and July 25 (Fourth Saturday)
- August 8 (Second Saturday) and August 22 (Fourth Saturday)
- September 12 (Second Saturday) and September 26 (Fourth Saturday)
- October 10 (Second Saturday)
- November (no market scheduled)
- December 4 (First Friday indoor Holiday Farmers Market at Country Christmas)

As the State of Texas began to reopen, the City of Lucas proceeded with holding the Lucas Farmers Market on Saturday, June 13 with modifications to the layout to encourage social distancing. With over 40 vendors in attendance, the Market was well attended.

As COVID-19 numbers began to rise, the Governor issued subsequent guidelines and the City of Lucas cancelled the June 27 market based on concerns for public health. At the June 30, 2020 Lucas Farmers Market Committee meeting, the Mayor requested that the Lucas Farmers Market Committee develop strategies to help us navigate the difficulties associated with COVID-19. This was completed and the draft was discussed at the July 2 City Council meeting. However, due to the continued concern regarding the increase in COVID-19 cases, the City Council decided to cancel the July 11 Market.

As previously mentioned, the Lucas Farmers Market Committee developed multiple market scenarios to meet changing safety requirements during these uncertain COVID-19 times. The scenarios are described in phases and the described details will be adjusted as needed to stay in line with evolving state and local requirements. Below is a summary of the stages:

- Stage I normal operations
- Stage II minor adjustments needed for public safety vendors required to wear masks, maximum of 2 people running each vendor booth, no samples, increased space between booths, wash stations provided, pedestrian flow in one direction, a pre-order pre-paid pick-up station will be available for vendors wanting to use this service. Control access to the park to



# City of Lucas Council Agenda Request July 16, 2020

two families per vendor booth. Estimate the maximum would be 120 families in the park at a time.

- Stage III significant adjustments needed drive through market. Customers browse and purchase as they drive by the vendor booths. Vendors wear masks and sampling will not be available. A pre-order pre-paid pick-up station will be available for vendors wanting to use this service. The number of booth locations will be limited along the perimeter of the gravel parking lot and along the paved parking lot adjacent to the park. Food suppliers will be prioritized if demand exceeds availability.
- Stage IV significant concern for public safety a drive through pre-order pre-paid pick-up market only
- Stage V extreme concern for public safety market operations closed

The Lucas Farmers Market Committee meeting is scheduled for Tuesday, July 14 to discuss the possibilities for the next market, review its draft communication plan and obtain vendor feedback regarding participation during various stages.

Attachments/Supporting	ng Documentation
------------------------	------------------

None

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

Staff anticipates that each market will require two staff members from Public Works or Development Services to assist with logistics and parking from 6:30 am until 12:30 pm (6 hours) with an approximate cost of \$620 per market. One of the markets will be in conjunction with another city-sponsored event (Country Christmas) so no additional cost will be incurred.

#### Recommendation

The Lucas Farmers Market Committee is seeking City Council direction regarding the July 27, 2020 Market. A decision is needed on which stage the Lucas Farmers Market Committee needs to implement to provide enough notice so that vendors can plan. Participation in the Lucas Farmers Market is conditional on following established guidelines and vendors who do not comply, will be asked to vacate the Market.

#### Motion

I make a motion to approve/deny authorizing the Lucas Farmers Market Committee to classify the July 27, 2020 market at a Stage \_\_\_ and proceed accordingly and further authorize the Mayor to make determinations regarding future market dates staging levels.



### City of Lucas Council Agenda Request July 16, 2020

Requester: City Council

#### **Agenda Item Request**

Consider disbanding the Technology Committee.

#### **Background**

In 2019, the City Council appointed Lucas residents to form the Technology Committee which serves as an ad hoc committee in all matters relating to technology-related services of the City. The Technology Committee has provided recommendations to the City Council and City Manager on issues of community-wide interests relating to information technology and internet services. After a year of extensive research, the Technology Committee has fulfilled their role in recommending that the City pursue a broadband feasibility study to explore the possibility of operating a self-sustaining municipal broadband network.

Below is a general list of work that the Technology Committee has accomplished:

- Discussions with internet providers (i.e. AT&T, Frontier, Suddenlink, Grande, Rise Broadband, and Grayson Collin Communications) as well as Grayson Collin Electric Cooperative (GCEC) and Oncor about potential partnerships to improve and/or expand internet service. The overall consensus is that the City's low-density housing and large residential lots are not an economical return on investment for internet providers.
- Discussions with Big Wave Wireless, Denton Internet, Metroplex Communications, and Signalnet to encourage the improvement of internet service in Lucas.
- Development of the City's internet speed test to collect internet speeds from household respondents and geographically map locations of the reported data.
- Exploration of municipal broadband networks which includes traveling to the City of Mont Belvieu, Texas, to gain insight on how the City pursued and implemented the network.
- Research of possible federal funding for broadband improvement projects. The Federal Communications Commission (FCC) has indicated that the City does not meet the requirements of being a rural, disadvantaged, and low-income area.
- Participation at the Broadband Communities Conference to learn of new opportunities on how to improve internet service and connect with internet providers/vendors in efforts to engage interest to the City.
- Recommendation on acquiring the services of Magellan Advisors to conduct a broadband feasibility study which includes a financial model and broadband network design.

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



# City of Lucas Council Agenda Request July 16, 2020

<b>Budget/Fina</b>	ıncial	Impact
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NA

#### Recommendation

As Magellan Advisors continues work on completing the broadband feasibility study and the City considers the next steps of the project, City staff recommends disbanding the Technology Committee.

#### Motion

I make a motion to approve/deny disbanding the Technology Committee.



# City of Lucas City Council Agenda Request July 16, 2020

Mayor Jim Olk Requester: **Agenda Item Request Executive Session:** An Executive Session is not scheduled for this meeting. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code. **Background Information** NA **Attachments/Supporting Documentation** NA **Budget/Financial Impact** NA Recommendation NA

NA

Motion



# City of Lucas City Council Agenda Request July 16, 2020

Requester: Mayor Jim Olk

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion