



AGENDA
City of Lucas
City Council Meeting
August 6, 2020
7:00 PM
Video Conference
665 Country Club Road – Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, August 6, 2020 at 7:00 pm by video conference 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.

On March 16, 2020 Governor Abbott suspended some provisions of the Open Meetings Act in response to the COVID-19 emergency. To comply with Governor Abbott's latest Executive Order and to practice safe distancing, Lucas City Council meetings will not be open to on-site visitors. In the interim, City Council meetings will be available through Zoom Webinar from your computer or smartphone. To join the meeting, go to <https://zoom.us/j/95534828374?pwd=ZkJ5cTZkVWNEl3o0WFNCQXBjQ0RvZz09> and enter your name and e-mail address. You may also join by phone: 1-346-248-7799. When prompted, enter the meeting ID: 955 3482 8374 and password: 712285.

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.

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.

3. Consent Agenda:

- A. Approval of the minutes of the July 16, 2020 City Council meeting.
- B. Adopt Ordinance 2020-08-00917 ordering a General Election to be held on November 3, 2020, for the purpose of electing two (2) City Councilmembers for Seat No. 1 and Seat No. 2.
- C. Adopt Ordinance 2020-08-00918 ordering a Special Election to be held on November 3, 2020, for the purpose of submitting a proposition to the qualified voters of the City for the reauthorization of the one-half of one-percent sales and use tax to continue providing revenue for maintenance and repair of municipal streets.
- D. Approval of the City of Lucas Investment Report for quarter ending June 30, 2020.
- E. Approval of the First Amended and Restated Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District.

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. Consider an application by Ron Lacock on behalf of Dwarf Willow, LLC for a development agreement for Lucas Country Corner located at 215 Southview, a tract of land being 10.262 acres of land in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview and for the installation of a live screen barrier screen in lieu of a six to eight foot masonry wall between commercial and residential district in consideration of rezoning. **(Development Services Director Joe Hilbourn)**

6. Consider revocation from the Texas Emergency Services Retirement System (“TESRS”) effective December 31, 2020. **(Lucas Volunteer Firefighter Pension Board Chairman Larry Bowman, Councilmember Wayne Millsap)**
7. Consider adopting Ordinance 2020-08-00919 calling a bond election for the purpose of issuing City of Lucas, Texas general obligation bonds for fiber optic cable to provide broadband internet service, and the levying of a tax in payment thereof of not to exceed \$19,190,000; making provisions for the conduct of a joint election; and resolving other matters incident and related to such election. **(City Secretary Stacy Henderson)**

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 31, 2020.

Stacy Henderson, City Secretary

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



City of Lucas City Council Agenda Request August 6, 2020

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request August 6, 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 August 6, 2020

Item No. 03

Requester: City Secretary Stacy Henderson, Finance Director Liz Exum

Agenda Item Request

3. Consent Agenda:
 - A. Approval of the minutes of the July 16, 2020 City Council meeting.
 - B. Adopt Ordinance 2020-08-00917 ordering a General Election to be held on November 3, 2020, for the purpose of electing two (2) City Councilmembers for Seat No. 1 and Seat No. 2.
 - C. Adopt Ordinance 2020-08-00918 ordering a Special Election to be held on November 3, 2020, for the purpose of submitting a proposition to the qualified voters of the City for the reauthorization of the one-half of one-percent sales and use tax to continue providing revenue for maintenance and repair of municipal streets.
 - D. Approval of the City of Lucas Investment Report for quarter ending June 30, 2020.
 - E. Approval of the First Amended and Restated Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District.

Background Information

Agenda Item 3E:

The Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District for the provision of fire and emergency medical services dated June 4, 2015 is due to expire on September 30, 2021. Staff reached out to Seis Lagos Utility District regarding the extension of the contract, had legal counsel draft the extension, and has received the executed restated agreement from Seis Lagos Utility District. The amended and restated agreement would automatically renew each year for a term of one year unless Seis Lagos provides written notice of its intent not to renew within 120 days in advance of the renewal date.

Attachments/Supporting Documentation

1. Minutes of the July 16, 2020 City Council meeting.
2. Ordinance 2020-08-00917 ordering the November 3, 2020 General Election
3. Ordinance 2020-08-00918 ordering the November 3, 2020 Special Election – Street Maintenance
4. Quarterly Investment Report for June 30, 2020.
5. First Amended and Restated Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District.



City of Lucas Council Agenda Request August 6, 2020

Budget/Financial Impact

The Interlocal Cooperation Agreement would generate approximately \$400,000 in revenue for the benefit of the City's general fund.

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 16, 2020**

**Video Conference Meeting
7:05 P.M.**

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 Steve Duke (*arrived at 8:14 pm*)
Councilmember Philip Lawrence
Councilmember Debbie Fisher

City Staff Present:

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

City Councilmember Not Present:

Councilmember Tim Baney

This meeting was conducted by video conference.

Mayor Olk called the meeting to order at 7:02 p.m. and determined that a quorum was present. Attendees were reminded to silence their cell phones and the Pledge of Allegiance was recited.

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:

- The City Council would be holding their budget workshop on July 30 at 6 p.m.
- City meetings will be switching to Zoom beginning on August 6, 2020.
- The Farmers Market scheduled for July 25 would be held at a Stage 3 that allowed for a drive-thru market only.

Consent Agenda

3. Consent Agenda:

- 3A. Approval of the minutes of the July 2, 2020 City Council meeting minutes.
- 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.
- 3C. Set the public hearing date for the City of Lucas Fiscal Year 20/21 budget and tax rate for September 3, 2020.

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

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.**

Joe Hilbourn, Development Services Director stated that the current Settlement and Release Agreement for the Inspiration development requires a minimum lot size of 10,000 square feet and 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 was approximately 1,634 homesites; which was less than the minimum allowable lot count of between 1,705 to 2,058 lots per the Agreement. With the proposed modification, the estimated lot count will be approximately 1,680 lots overall.

Mr. Hilbourn stated that developer has agreed to do the following:

- 1. 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.
- 2. Intersection Improvements - When the Owner develops a connection to the existing three-way intersection at Brockdale Road and Cayden Trail, and the Owner will improve the existing intersection to make it a four-way intersection.
- 3. HOA Notice - 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.

Mayor Olk and Councilmember Fisher expressed their concerns regarding the conditions of the roadway on Brockdale Park Road and Inspiration, also noting that additional traffic along with construction traffic would cause increased stress on the already damaged roadway.

The Council also discussed how the entire subdivision could use Osage Lane to exit from the subdivision creating additional traffic.

Mr. Don Huffines, representing Inspiration stated that he believed the access point on Osage Lane was for emergency access for fire and police only, and they would make any additional roadway improvements to Osage Lane that the City deemed necessary.

Mayor Olk asked if Inspiration would consider making improvements to the roadway when construction of the development was complete, so the road was not further damaged.

Mr. Huffines was in agreement with making roadway improvements at the completion of the development project.

Mayor Pro Tem Peele noted that opening traffic onto Brockdale Park Road would cause a negative impact to the homeowners on that roadway, would negatively impact the Raptor Center, and increase vandalism at the Brockdale Park Trailhead.

Councilmember Millsap expressed his concern with issues regarding trash and vandalism on the Trinity Trail as well as homes that have gate openings to the Trinity Trail that were not supposed to occur.

Mayor Olk asked if the applicant was willing to table this request to work on details of the amendment. Mr. Huffines was in agreement to table the request.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to table the request to the August 6, 2020 City Council meeting. The motion passed unanimously by a 6 to 0 vote.

5. Discuss the City of Lucas Broadband Project including: (City Council)

Courtney Violette, Magellan Advisors, reviewed the draft feasibility study with the Council noting that their latest comments had been incorporated into the document. Mayor Olk noted that he could not determine if there were enough homes identified to make up the 55 percent take rate on the heat maps provided.

Councilmember Fisher gave a presentation reviewing revenue projections and the number of homes needed to be included in the 55 percent take rate. Councilmember Fisher expressed her concern that with the City's growth rate, there may not be enough participation to make the project sustainable. Councilmember Fisher also stated her concern related to additional responsibilities that would fall to City staff in the interim of hiring technical staff members, using reserve funds to pay for the project, and that existing roadway projects need to be completed.

Councilmember Millsap discussed the need for quality internet services with the amount of people working from home and schools going to online learning.

Paul Rathgeb, 10 Rollingwood Drive, noted his approval of the broadband project and asked that the citizens be given the opportunity to vote on the project.

Mayor Olk read an email received from April Spahr in favor of the broadband project into the record.

The Council discussed the need to provide as much information as possible to residents to gather a clear understanding of all that was involved.

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

6. Consider the July 27, 2020 Lucas Farmers Market.

Mayor Olk stated that this item could not be discussed due to the wrong date being posted on the agenda, but advised the Council that the Farmers Market would be operating at Stage 3 for the July 25 market and the Council would make a decision on the next market following a report from the City Manager on events from the July 25 market.

7. Consider disbanding the Technology Committee.

Mayor Olk stated that the Technology Committee had done their part to assess the internet needs of the City, made their recommendation and could be disbanded at this time.

Paul Rathgeb, Chairman of the Technology Committee stated that the Committee had served their purpose, submitted their findings, and should be disbanded.

Councilmember Fisher thanked the Chairman and Committee members for their valuable service and input.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to disband the Technology Committee. The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

8. Executive Session

An Executive Session was not held at this meeting.

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

An Executive Session was not held at this meeting.

Adjournment

10. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Olk to adjourn the meeting at 8:22 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Stacy Henderson, City Secretary



ORDINANCE 2020-08-00917
[Ordering the November 3, 2020 General Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 1 AND SEAT NO. 2; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Lucas, Texas, and pursuant to Ordinance No. 2020-02-00903, a General Election was ordered to be held on May 2, 2020, for the purpose of electing two (2) Councilmembers for Seat No. 1 and Seat No. 2, with each Councilmember’s term being for a period of three (3) years. In accordance with State law, the filing period for this General Election began on January 15, 2020, and ended on February 14, 2020, at 5:00 p.m.; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, on March 18, 2020, in response to the COVID-19 pandemic, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code to allow all local political subdivisions utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020 uniform election date; and

WHEREAS, in response to the Governor’s proclamation, the City passed Ordinance 2020-03-00907, postponing the May 2, 2020 General Election; and

WHEREAS, the City Council is now ordering the General Election to be held on the November 3, 2020 uniform election date;

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

Section 1. A General Election is hereby ordered for November 3, 2020, for the purpose of electing two (2) Lucas City Councilmembers for Seat No. 1 and Seat No. 2, each such term being for a period of three (3) years. In accordance with State law, the filing period for this General Election began on January 15, 2020, and ended on February 14, 2020, at 5:00 p.m.;

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

the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

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

Section 4. Polling place locations and hours for both early voting and Election Day shall be any vote center location as shown on the attached "Exhibit A". The polling place locations and hours for both early voting and Election Day for all Collin County legally qualified voters residing in the City of Lucas shall be any vote center location as shown on the attached "Exhibit "A".

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on October 23, 2020.

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

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

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

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

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-09-2020:TM 116685)

Stacy Henderson, City Secretary

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Note: The below list contains **potential** Early Voting Polling Locations for the November 3, 2020 General and Special Elections. The list of Polling Locations will be revised as locations are confirmed.

Polling Place	Address	City
Allen Event Center	200 E Stacy Road	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ Fellowship	2801 Orchid Dr.	McKinney
Christ United Methodist Church	3101 Coit Road	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Davis Library	7501 Independence Parkway	Plano
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church Princeton	511 Jefferson St.	Princeton
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Josephine City Hall	201 Main Street	Josephine
Lavon City Hall	120 School Road	Lavon
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lucas Community Center	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Smith Library	300 Country Club	Wylie
The Star in Frisco	1 Cowboy Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before October 5, 202) may vote at any early voting location.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 11	October 12	October 13 Early Voting 8am -5pm	October 14 Early Voting 8am -5pm	October 15 Early Voting 8am -5pm	October 16 Early Voting 8am -5pm	October 17 Early Voting 7am -7pm
October 18 Early Voting 1pm - 6pm	October 19 Early Voting 7am -7pm	October 20 Early Voting 7am -7pm	October 21 Early Voting 7am -7pm	October 22 Early Voting 7am -7pm	October 23 Early Voting 7am -7pm	October 24 Early Voting 7am -7pm
October 25 Early Voting 1pm - 6pm	October 26 Early Voting 7am - 7pm	October 27 Early Voting 7am - 7pm	October 28 Early Voting 7am - 7pm	October 29 Early Voting 7am - 7pm	October 30 Early Voting 7am - 7pm	October 31

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Note: The below list contains potential Vote Centers for the November 3, 2020 General and Special Elections. The list of Vote Centers will be revised as locations are confirmed. Eligible Collin County registered voters (with an effective date of registration on or before October 5, 2020) may vote at any Election Day Vote Center location.

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley	Richardson
Allen Event Center	200 E Stacy Rd	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Armstrong Middle School	3805 Timberline	Plano
Benton Staley Middle School	6927 Stadium Drive	Frisco
Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
Bethany Elementary School	2418 Micarta Drive	Allen
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge
Bowman Middle School	2501 Jupiter Road	Plano
Boyd Elementary School	800 S Jupiter Road	Allen
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Centennial High School	6901 Coit Road	Frisco
Chandler Elementary School	1000 Water Oak Drive	Allen
Christ Fellowship-McKinney Campus	2801 Orchid Dr.	McKinney
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Christie Elementary School	10300 Huntington Road	Frisco
Clark High School	523 Spring Creek	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Community ISD Technology and Conference Center	611 FM 1138	Nevada
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Dr. Pepper Star Center - Champions Café	6993 Stars Ave.	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
Fairview Town Hall	372 Town Place	Fairview
First Baptist Church - Josephine	300 S. Main Street	Josephine
First Baptist Church - Princeton	511 Jefferson St.	Princeton
First Baptist Church -Branch	7011 FM 546	Princeton
First Baptist Church Farmersville - Youth Building	201 Farmersville Pkwy.	Farmersville
First Baptist Church Frisco	7901 Main Street	Frisco
Forman Elementary School (Plano ISD)	3600 Timberline Dr	Plano
Fowler Middle School	3801 McDermott Road	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Frankford Middle School (PISD)	7706 Osage Plaza Parkway	Dallas
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gateway Prosper Campus	4331 E Prosper Trail	Prosper
Gay Library	6861 W. Eldorado Parkway	McKinney
George Bush Elementary School	2000 Eagle Aerie Lane	St Paul
Haggard Elementary School	17820 Campbell Road	Dallas
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Pkwy.	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
Islamic Association of Collin County	6401 Independence Pkwy.	Plano
John Q. Hammons Center - Courtyard Marriott	210 East Stacy Road	Allen
Josephine City Hall	201 Main Street	Josephine
Kerr Elementary School	1325 Glendover Drive	Allen
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Light Farms Elementary School	1100 Cypress Creek Way	Celina
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lowery Freshman Center	601 E Main Street	Allen
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing
Lucas Community Center	665 Country Club Road	Lucas
Maus Middle School	12175 Coit Road	Frisco
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
McKinney Senior Recreation Center	1400 S. College	McKinney
Meadows Elementary School	2800 18th Street	Plano
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Miller Elementary School	5651 Coventry Drive	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Plano Senior Center	401 W. 16th Street	Plano
Preston Trail Community Church	8055 Independence Parkway	Frisco
Prestonwood Church	1001 w Prosper Trail	Prosper
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City ISD Mike McKinney Maintenance Facility	1420 FM 1777	Royse City
Sachse Community Center	3815 Sachse Road	Sachse
Seis Lagos Community Services Association	222 Seis Lago Trail	Wylie
Shepton High School	5505 Plano Pkwy.	Plano
Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano

November 3, 2020

Exhibit "B"

**General Special Elections
Potential Election Day Vote Centers**

Slaughter Elementary	2706 Wolford Ave	McKinney
Smith Library	300 Country Club	Wylie
Stinson Elementary School	4201 Greenfield Drive	Richardson
Stonebridge Country Club	7003 Beacon Hill Road	McKinney
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Story Elementary School	1550 Edelweiss Drive	Allen
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Terry Pope Administration Building	611 North FM 1138	Nevada
The Star in Frisco	1 Cowboys Way	Frisco
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
Toyota Stadium	9200 World Cup Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson
Weston Community Center	117 Main Street	Weston
Woodcreek Church	3400 E. Renner Road	Richardson



ORDINANCE 2020-08-00918

[Ordering the November 3, 2020 Special Election – Street Maintenance]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING PROPOSITIONS TO THE QUALIFIED VOTERS OF THE CITY FOR THE CONTINUATION OF THE ONE-HALF OF ONE-PERCENT SALES AND USE TAX TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. A Special Election is hereby ordered for November 3, 2020, for the purpose of submitting propositions to the qualified voters of the City for the reauthorization of the one-half of one-percent sales and use tax to continue providing revenue for maintenance and repair of municipal streets.

PROPOSITION A

The Proposition ballot language shall read:

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

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

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

Section 3. Notice of the Special Election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th

day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

Section 4. Polling place locations and hours for both early voting and Election Day shall be any vote center location as shown on the attached "Exhibit A". The polling place locations and hours for both early voting and Election Day for all Collin County legally qualified voters residing in the City of Lucas shall be any vote center location as shown on the attached "Exhibit "A".

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on October 23, 2020.

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

Section 5. The City Secretary shall present the Special Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code.

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

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

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-29-2020:TM 117007)

Stacy Henderson, City Secretary

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Note: The below list contains **potential** Early Voting Polling Locations for the November 3, 2020 General and Special Elections. The list of Polling Locations will be revised as locations are confirmed.

Polling Place	Address	City
Allen Event Center	200 E Stacy Road	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ Fellowship	2801 Orchid Dr.	McKinney
Christ United Methodist Church	3101 Coit Road	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Davis Library	7501 Independence Parkway	Plano
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church Princeton	511 Jefferson St.	Princeton
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Josephine City Hall	201 Main Street	Josephine
Lavon City Hall	120 School Road	Lavon
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lucas Community Center	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Smith Library	300 Country Club	Wylie
The Star in Frisco	1 Cowboy Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before October 5, 202) may vote at any early voting location.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 11	October 12	October 13 Early Voting 8am -5pm	October 14 Early Voting 8am -5pm	October 15 Early Voting 8am -5pm	October 16 Early Voting 8am -5pm	October 17 Early Voting 7am -7pm
October 18 Early Voting 1pm - 6pm	October 19 Early Voting 7am -7pm	October 20 Early Voting 7am -7pm	October 21 Early Voting 7am -7pm	October 22 Early Voting 7am -7pm	October 23 Early Voting 7am -7pm	October 24 Early Voting 7am -7pm
October 25 Early Voting 1pm - 6pm	October 26 Early Voting 7am - 7pm	October 27 Early Voting 7am - 7pm	October 28 Early Voting 7am - 7pm	October 29 Early Voting 7am - 7pm	October 30 Early Voting 7am - 7pm	October 31

**November 3, 2020
General Special Elections
Potential Election Day Vote Centers**

Note: The below list contains potential Vote Centers for the November 3, 2020 General and Special Elections. The list of Vote Centers will be revised as locations are confirmed. Eligible Collin County registered voters (with an effective date of registration on or before October 5, 2020) may vote at any Election Day Vote Center location.

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley	Richardson
Allen Event Center	200 E Stacy Rd	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Armstrong Middle School	3805 Timberline	Plano
Benton Staley Middle School	6927 Stadium Drive	Frisco
Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
Bethany Elementary School	2418 Micarta Drive	Allen
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge
Bowman Middle School	2501 Jupiter Road	Plano
Boyd Elementary School	800 S Jupiter Road	Allen
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Centennial High School	6901 Coit Road	Frisco
Chandler Elementary School	1000 Water Oak Drive	Allen
Christ Fellowship-McKinney Campus	2801 Orchid Dr.	McKinney
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Christie Elementary School	10300 Huntington Road	Frisco
Clark High School	523 Spring Creek	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Community ISD Technology and Conference Center	611 FM 1138	Nevada
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Dr. Pepper Star Center - Champions Café	6993 Stars Ave.	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
Fairview Town Hall	372 Town Place	Fairview
First Baptist Church - Josephine	300 S. Main Street	Josephine
First Baptist Church - Princeton	511 Jefferson St.	Princeton
First Baptist Church -Branch	7011 FM 546	Princeton
First Baptist Church Farmersville - Youth Building	201 Farmersville Pkwy.	Farmersville
First Baptist Church Frisco	7901 Main Street	Frisco
Forman Elementary School (Plano ISD)	3600 Timberline Dr	Plano
Fowler Middle School	3801 McDermott Road	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Frankford Middle School (PISD)	7706 Osage Plaza Parkway	Dallas
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gateway Prosper Campus	4331 E Prosper Trail	Prosper
Gay Library	6861 W. Eldorado Parkway	McKinney
George Bush Elementary School	2000 Eagle Aerie Lane	St Paul
Haggard Elementary School	17820 Campbell Road	Dallas
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Pkwy.	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
Islamic Association of Collin County	6401 Independence Pkwy.	Plano
John Q. Hammons Center - Courtyard Marriott	210 East Stacy Road	Allen
Josephine City Hall	201 Main Street	Josephine
Kerr Elementary School	1325 Glendover Drive	Allen
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Light Farms Elementary School	1100 Cypress Creek Way	Celina
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lowery Freshman Center	601 E Main Street	Allen
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing
Lucas Community Center	665 Country Club Road	Lucas
Maus Middle School	12175 Coit Road	Frisco
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
McKinney Senior Recreation Center	1400 S. College	McKinney
Meadows Elementary School	2800 18th Street	Plano
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Miller Elementary School	5651 Coventry Drive	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Plano Senior Center	401 W. 16th Street	Plano
Preston Trail Community Church	8055 Independence Parkway	Frisco
Prestonwood Church	1001 w Prosper Trail	Prosper
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City ISD Mike McKinney Maintenance Facility	1420 FM 1777	Royse City
Sachse Community Center	3815 Sachse Road	Sachse
Seis Lagos Community Services Association	222 Seis Lago Trail	Wylie
Shepton High School	5505 Plano Pkwy.	Plano
Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Slaughter Elementary	2706 Wolford Ave	McKinney
Smith Library	300 Country Club	Wylie
Stinson Elementary School	4201 Greenfield Drive	Richardson
Stonebridge Country Club	7003 Beacon Hill Road	McKinney
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Story Elementary School	1550 Edelweiss Drive	Allen
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Terry Pope Administration Building	611 North FM 1138	Nevada
The Star in Frisco	1 Cowboys Way	Frisco
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
Toyota Stadium	9200 World Cup Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson
Weston Community Center	117 Main Street	Weston
Woodcreek Church	3400 E. Renner Road	Richardson

**CITY OF LUCAS
QUARTERLY INVESTMENT REPORT**

Quarter Ended

June, 2020

Bank Account Name	Rating	March 31, 2020	June 30, 2020	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$4,269,402.99	\$4,211,797.51	-\$57,605.48	12.71%
Interest Rate		0.20%	0.20%	0%	
ANB - Reserve General Fund	AAAm	\$3,000,000.00	\$3,000,000.00	0%	9.05%
ANB - Cares Act Restric Covid-19	AAAm	\$0.00	\$361,429.45	\$361,429.45	1.09%
Interest Rate		0.00%	0.23%	0.23%	
Total Bank Accounts		\$7,269,402.99	\$7,573,226.96	\$303,823.97	22.86%
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Pools					
Logic - General Fund	AAAm	\$5,687,578.50	\$5,065,169.57	-\$622,408.93	15.29%
Logic - Water Fund	AAAm	\$5,241,841.95	\$5,252,709.85	\$10,867.90	15.85%
Logic 2017 CO - General Fund	AAAm	\$7,916.33	\$0.00	-\$7,916.33	0.00%
Logic 2017 CO - Water Fund	AAAm	\$2,416,706.51	\$2,312,315.97	-\$104,390.54	6.98%
Logic 2019 CO - General Fund	AAAm	\$7,633,754.90	\$7,367,185.97	-\$266,568.93	22.23%
Logic 2019 CO - Water Fund	AAAm	\$1,466,085.38	\$1,469,125.04	\$3,039.66	4.43%
Interest Rate		1.4261%	0.6260%	-0.8001%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$2,049,190.10	\$2,050,996.21	\$1,806.11	6.19%
Lone Star Invest- Water Fund	AAAm	\$769,857.22	\$770,535.76	\$678.54	2.33%
Interest Rate		1.1067%	0.1923%	-0.9144%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$1,245,047.24	\$1,272,967.92	\$27,920.68	3.84%
Interest Rate		1.0034%	0.2165%	-0.7869%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Total Pools		\$26,517,978.13	\$25,561,006.29	-\$956,971.84	77.14%
Total Bank Acct. and Pools		\$33,787,381.12	\$33,134,233.25	-\$653,147.87	100.00%

The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies


Joni Clarke- City Manager


Liz Exum Finance Director

STATE OF TEXAS §
 § **FIRST AMENDED AND RESTATED**
COUNTY OF COLLIN § **INTERLOCAL COOPERATION AGREEMENT**

This First Amended and Restated Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Lucas, Texas, ("City") and the Seis Lagos Utility District ("Seis Lagos"), (each a " Party" and collectively the "Parties"), acting by and through their authorized officers.

RECITALS:

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement dated June 4, 2015, for purposes of providing Emergency Services (as defined in Section 1.1 below) to the District and to provide for an annual compensation rate for Emergency Services (the "Original Agreement");

WHEREAS, the Parties desire to amend and restate the Original Agreement to extend the Term of the Original Agreement; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide for Emergency Services; and

WHEREAS, the Parties further desire to secure the benefits of the protection of life and property from fire or explosion by entering into this Agreement for establishing investigative resources to conduct the cause and origin investigation of fires and explosions to perform any latent criminal investigations resulting from said fires or explosions; and

WHEREAS, each Party shall make the payments required under this Agreement from current available revenue.

NOW THEREFORE, in consideration the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Firefighting and Emergency Services

1.1 Upon the request of Seis Lagos or upon receipt of a call for Emergency Services within the scope of services to be provided hereunder, the City shall, based upon availability, dispatch firefighting, emergency medical service, disaster support, and related equipment and personnel ("Emergency Services") to any point designated within the territorial limits of Seis Lagos. The details as to the amounts and types of assistance to be dispatched and/or employed, methods of dispatching and communications, personnel training and operations procedures shall be within the discretion of the Fire Chief of the City of Lucas.

1.2 The dispatch of equipment and personnel pursuant to this Agreement is subject

to the following conditions:

- (a) The City shall extend its 911 emergency call and dispatch system to Seis Lagos.
- (b) The City will provide the same level and quality of service in performing the terms of this Agreement as are provided in the corporate boundaries of the City. Nothing contained in this Agreement, however, shall require the City to construct new facilities, purchase new equipment or retain additional personnel where, in the discretion of the Fire Chief and/or City Manager sufficient equipment, personnel and facilities exist or are available to accommodate appropriate levels of readiness and protection. The City does not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality; and
- (c) Seis Lagos agrees to provide the City with a copy of the latest official map of Seis Lagos following execution of, and for the duration of, this Agreement.

Article II Term and Termination

2.1 This Agreement shall be for a period of one (1) year commencing on October 1, 2020 (the "Effective Date") and shall automatically renew for successive terms of one (1) year each on the anniversary of the Effective Date (the "Renewal Date"), unless Seis Lagos provides written notice of its intent not to renew within One Hundred Twenty (120) days in advance of the Renewal Date.

2.2 Except as provided in Section 2.3, either Party may terminate this Agreement by giving the other Party 160 days advance written notice of its intent to terminate.

2.3 If Seis Lagos fails to make the payments (the "Annual Contract Amount") as provided in Article III, the City may terminate this Agreement after providing written notice to Seis Lagos that payment has not been received; and, if Seis Lagos fails to tender payment within fifteen (15) business days of receipt of said notice, the City shall send written notice that the Agreement has been terminated.

Article III Costs for Services

3.1 Seis Lagos agrees to pay the City an Annual Contract Amount for Emergency Services based upon a fiscal year with an October 1 start date, to be calculated each fiscal year as follows:

- (a) The calculation for the Annual Contract Amount will use the most recent audited expenses attributed to the Lucas Fire Department as indicated in the "Statement of Revenues, Expenditures and Changes" under the Lucas Fire Department expenditures category in the City of Lucas Comprehensive Annual Financial Report multiplied by the percentage of homes served by the Lucas Fire Department attributed to the Seis Lagos Utility District. The percentage is calculated by using the number of single-family residences contained in the Collin Central Appraisal District certified tax roll published in late July each year labeled "Single-Family Residence". The above calculation is illustrated by the following formula:

A= Number of Single-Family Residences in Seis Lagos Utility District per Collin Central Appraisal District

B= Number of Single-Family Residences in the City of Lucas per Collin Central Appraisal District

$$\frac{A}{(A + B)} = \text{percentage attributable to Seis Lagos}$$

- (b) Additionally, Seis Lagos Utility District will pay to the City actual costs associated with annual dispatch charges charged to Lucas by the dispatch service provider based on population estimates. Population shall be calculated by taking the number of single-family residences in Seis Lagos per Collin Central Appraisal District multiplied by 3.5. This amount shall be invoiced annually with payment delivered to the City within thirty (30) days of receipt of said invoice.
- (c) The Annual Contract Amount for the annual period that will start October 1 of each year shall be made in one payment delivered to the City prior to September 1 of the then current year.
- (d) If this Agreement is terminated by Seis Lagos as provided herein, the Annual Contract Amount to be paid by Seis Lagos during the then current year shall be forfeited. If this Agreement is terminated by Lucas as provided herein, the Annual Contract Amount shall be pro-rated, and the City shall reimburse Seis Lagos for that portion of the year in which services were not provided. This reimbursement shall be made within sixty (60) days of the last date of service.

Article IV Independent Contractor

The Parties intend that the City, in performing services specified in this Agreement, shall act as an independent contractor of Seis Lagos and the City shall have control of its work and the manner in which it is to be performed. No employee, agent or

representative of the City shall be deemed to be an employee, agent, or representative of Seis Lagos.

Article V Sovereign Immunity

The Parties hereto are political subdivisions of the State of Texas, each of which has official and sovereign immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity nor shall any provisions of this Agreement be deemed to create any rights to any person not a signatory hereto.

Article VI Liability

6.1 The City has and will maintain in full force and effect policies of public liability insurance covering all Parties in the event of loss, damage or injury, to persons or property which may arise from the provision of service under this Agreement. The Parties agree that they shall be responsible for civil liabilities in the manner provided by Section 791.006(a) of the Texas Interlocal Cooperation Act. The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.2 In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal civil lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that are provided by the Party's insurance carrier that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the Party.

Article VII Miscellaneous

7.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other Party hereto. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

7.3 Severability. In the event that any one or more of the provisions contained in

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

7.4 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

7.5 Current Revenues. All costs or expenses by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

7.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

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

If to City, to

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

If to Seis Lagos, to

Brian Holmes
President
Seis Lagos Utility District
224 Seis Lagos Trail
Wylie, Texas 75098
Phone: 972-442-6875

7.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

7.9 Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to

be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

7.10 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(signature page to follow)

EXECUTED this _____ day of _____, 2020.

City of Lucas, Texas

By: _____
Jim Olk, Mayor

Attest:

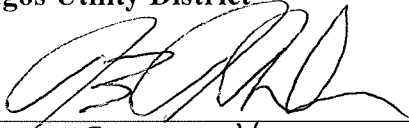
By: _____
Stacy Henderson, City Secretary

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(06-08-2020:TM 116089)

EXECUTED this _____ day of _____, 2020.

Seis Lagos Utility District

By: 
Name: BRIAN HOLMES
Title: PRESIDENT B.O.D. SEIS LAGOS UTILITY DISTRICT

Attest:

By: _____
Name: _____
Title: _____



City of Lucas

City Council Agenda Request

August 6, 2020

Item No. 04

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 Settlement and Release Agreement for the Inspiration development went before City Council on July 16, 2020. The City Council suggested changes to the agreement, those changes have been made and are shown in bold below.

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 City's 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. **Upon completion of the improved Osage Lane, the Owner shall provide or cause to provide maintenance for Osage Lane for a period of five (5) years from date of this Agreement.**

Intersection Improvements. When the Owner develops an **(Emergency Access Only)** 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.

HOA Notice. The Owner shall require the HOA **to continue** to provide residents of the property with notice that the Trinity equestrian trails are for equestrian and hiking use only.



City of Lucas

City Council Agenda Request

August 6, 2020

Item No. 04

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

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.



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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:

1.1 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.

1.3 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 380th 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 shown 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 ("CCN") 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

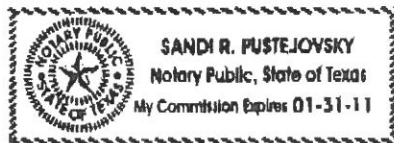
By: Lavon 593 GP Partners, Ltd.,
a Texas limited partnership, its general partner

By: Hanover Services Group, Inc.,
a Texas corporation, its general partner

By: *Richard E. LeBlanc*
Name: *Richard E. LeBlanc*
Title: *President*

STATE OF TEXAS §
COUNTY OF *Dallas* §

This instrument was acknowledged before me on the *21st* day of September, 2009 by *Richard E. LeBlanc, 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
Notary Public, State of Texas

THE CITY OF LUCAS, TEXAS

By: Bill Goe
Its: MAYOR

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 18 day of September, 2009 by Bill Carmickle, Mayor of The City of Lucas Texas, a Texas home rule city, on behalf of said city.

Jennifer Faircloth
Notary Public, State of Texas

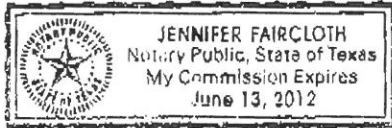


Exhibit A

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 MORRIS SURVEY, ABSTRACT NO. 561, THE ORPHA SHELBY SURVEY, ABSTRACT NO. 799, 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 FOUND IN THE SOUTH LINE OF A 164.68 ACRE TRACT OF LAND DESCRIBED 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 FEET 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, 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" SET 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;

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 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 MONUMENT STAMPED "4424-18" FOUND FOR CORNER;

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

NORTH 49 DEGREES 05 MINUTES 38 SECONDS EAST, A DISTANCE OF 1752.84 FEET 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 FEET 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 STAMPED "4424-12" FOUND FOR CORNER;

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

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

NORTH 78 DEGREES 51 MINUTES 09 SECONDS EAST, A DISTANCE OF 757.78 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-9" FOUND FOR CORNER;

SOUTH 06 DEGREES 19 MINUTES 32 SECONDS WEST, A DISTANCE OF 907.25 FEET 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 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-7" FOUND FOR CORNER;

NORTH 64 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 806.05 FEET 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 83 DEGREES 36 MINUTES 01 SECOND EAST, A DISTANCE OF 255.23 FEET TO A CORPS OF ENGINEERS MONUMENT 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 MONUMENT STAMPED "4424-3" FOUND FOR CORNER;

NORTH 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 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-1" FOUND FOR CORNER;

SOUTH 65 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 1718.75 FEET TO A CORPS OF ENGINEERS MONUMENT FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF A 19.338 ACRE TRACT OF LAND DESCRIBED AS TRACT B IN A DEED TO H. STEVEN HUFSTETLER AS RECORDED IN COLLIN COUNTY CLERK'S FILE NO. 93-0088439, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 21 MINUTES 35 SECONDS WEST, ALONG THE NORTH 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 CLERK'S FILE NO. 93-0088439, LAND RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 649.87 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

THENCE, SOUTH 00 DEGREES 17 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 1309.73 FEET TO A FENCE CORNER MARKING THE NORTHEAST CORNER OF ST. PAUL CATHOLIC CEMETERY (NO RECORD INFO FOUND);

THENCE, NORTH 89 DEGREES 30 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID CEMETERY, A DISTANCE OF 299.40 FEET 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 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET ON THE NORTH 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 EAST, A DISTANCE OF 4.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET ON THE NORTH 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 FEET 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 FEET TO A WOODEN 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, NORTH 00 DEGREES 09 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF SAID 10.00 ACRE TRACT AND THE EAST LINE OF A 41.391 ACRE TRACT OF LAND DESCRIBED IN A DEED TO EDWARD H. HOBBS 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 FEET TO THE POINT OF BEGINNING AND CONTAINING 592.744 ACRES OF LAND, MORE OR LESS.

Exhibit B

Plan for Development

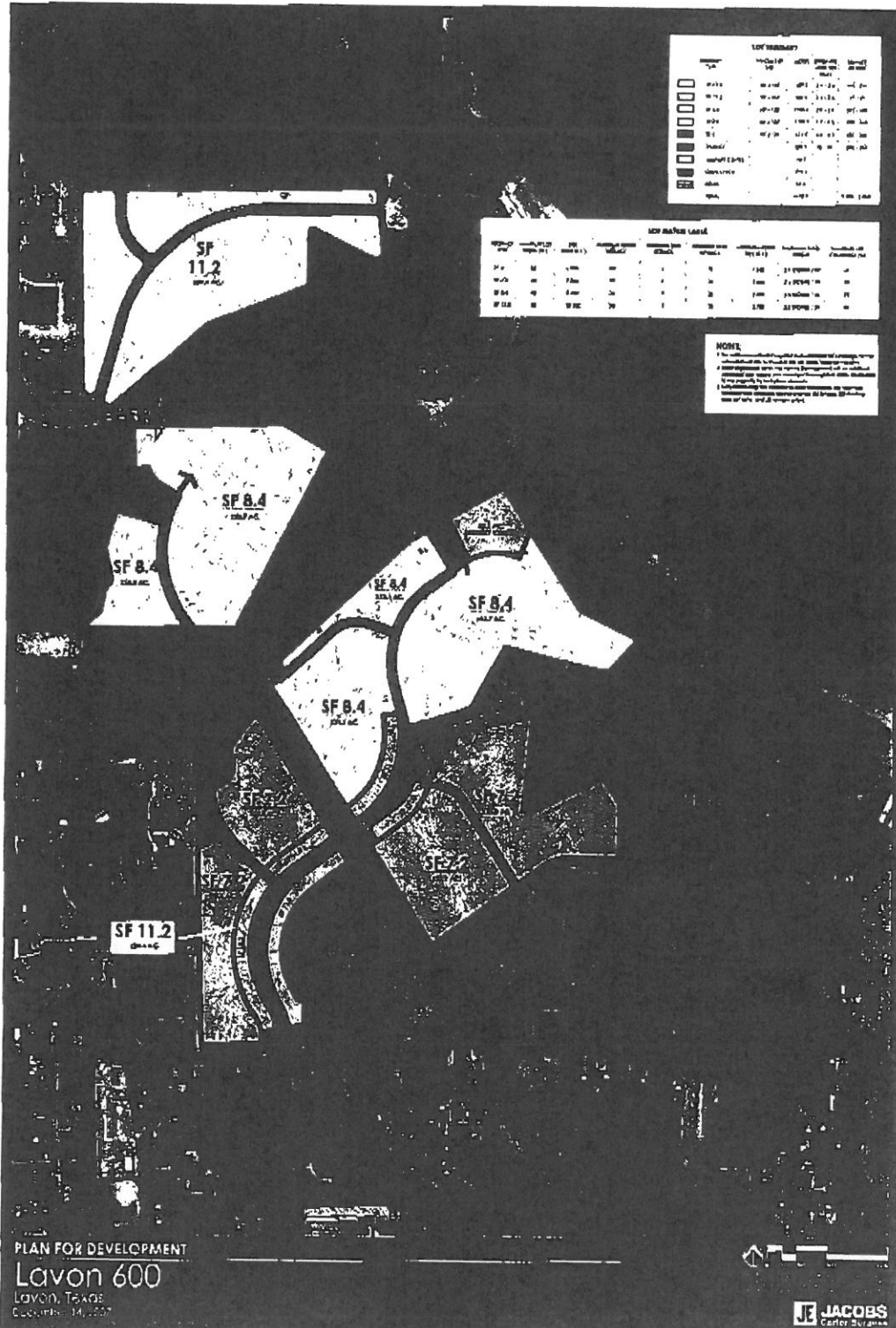


Exhibit D

Form of Agreed Motion to Dismiss

Cause No. 380-02778-2008

**LAVON 593 LAND INVESTMENT,
PARTNERS, L.P.,**

Plaintiff,

v.

CITY OF LUCAS,

Defendant.

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IN THE DISTRICT COURT

IN THE 380TH JUDICIAL DISTRICT

COLLIN COUNTY, TEXAS

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:

1. 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,
PARTNERS, L.P.,**

Plaintiff,

v.

CITY OF LUCAS,

Defendant.

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IN THE DISTRICT COURT

IN THE 380TH JUDICIAL DISTRICT

COLLIN COUNTY, TEXAS

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.

JUDGE PRESIDING

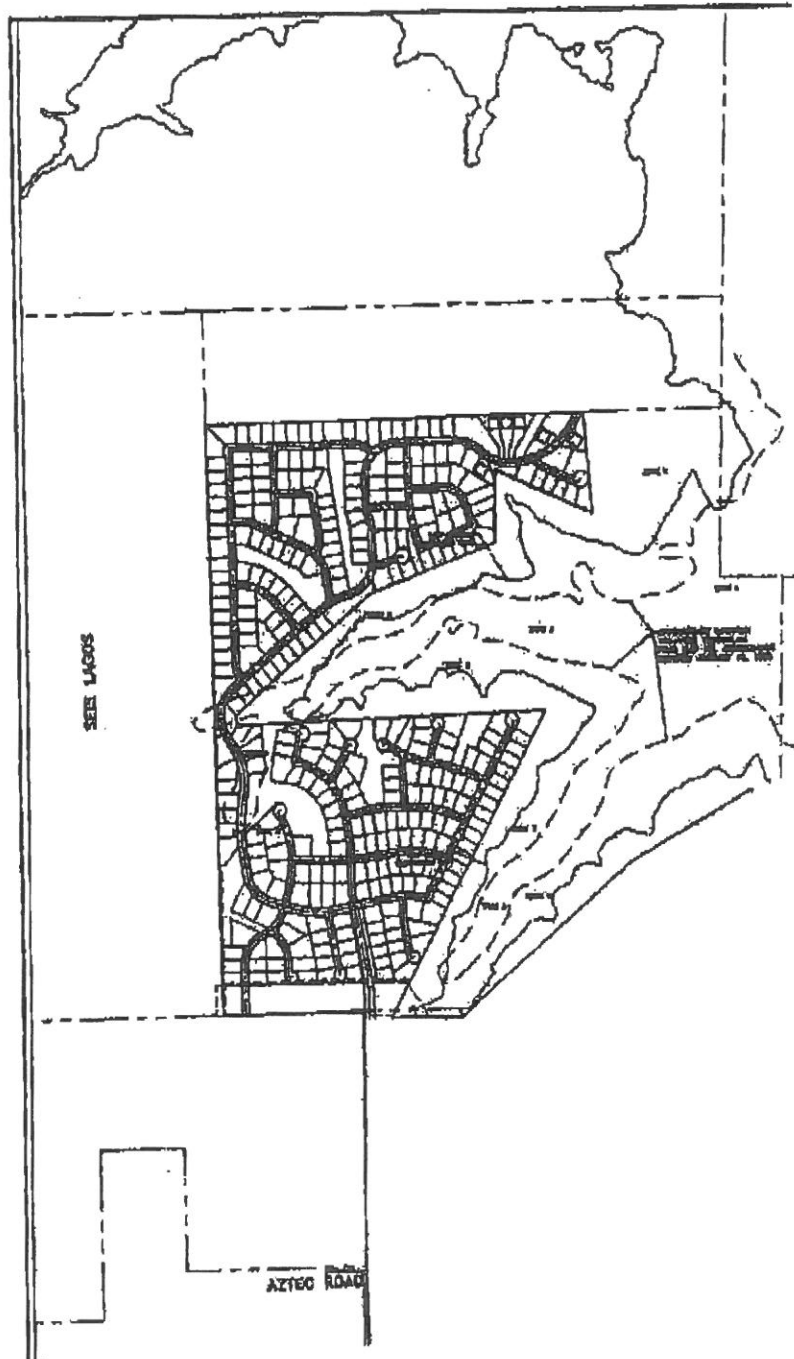
Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/22/2009 08:36:48 AM
\$78.00 TKING
20090922001175920



A handwritten signature in cursive script, appearing to read "Stacey Kemp".

Exhibit C

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

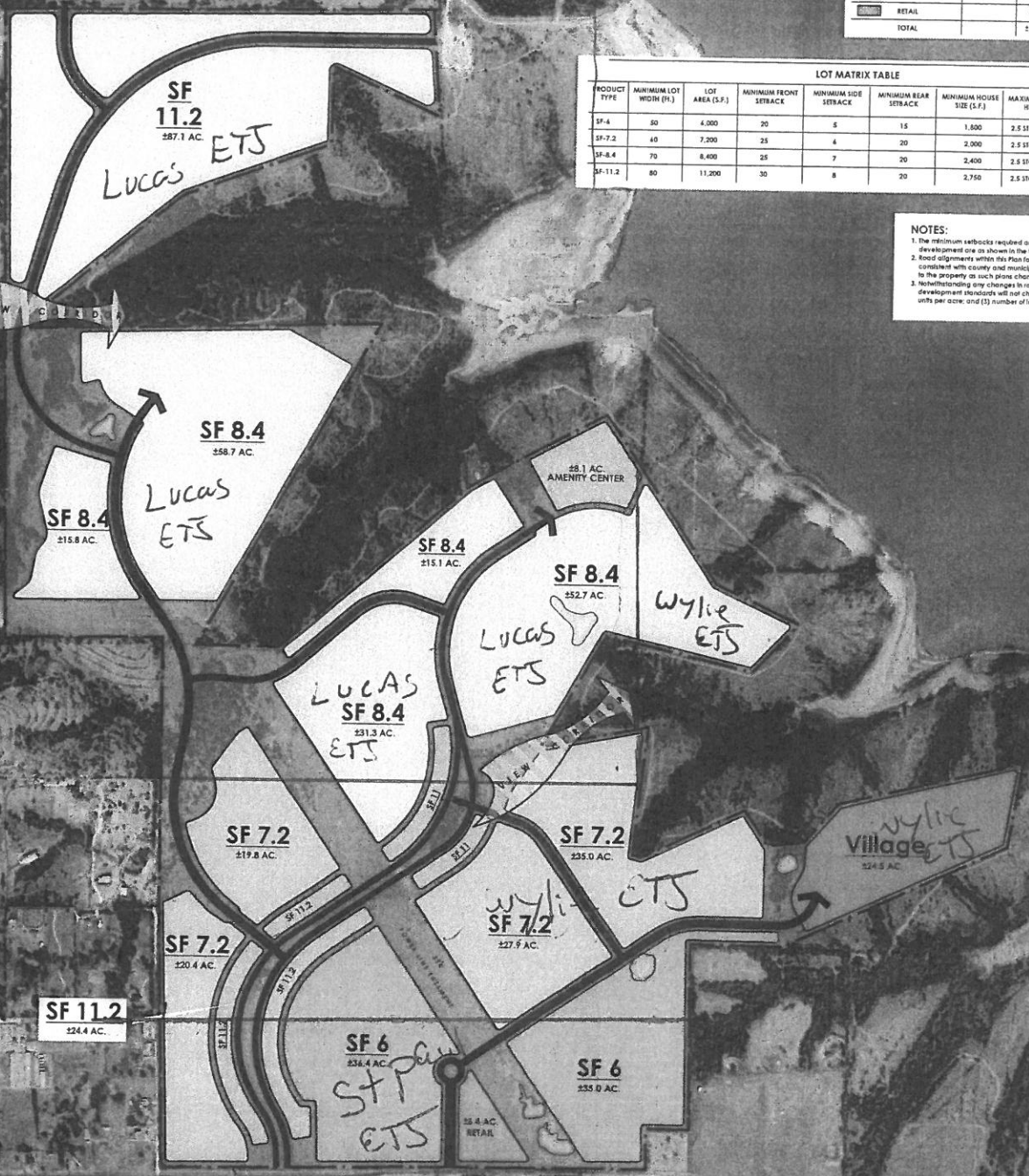


LOT SUMMARY				
PRODUCT TYPE	TYPICAL LOT SIZE	ACRES	DWELLING UNITS PER ACRE	NUMBER OF LOTS
SF-11.2	80' x 140'	287.1	2.1 - 2.5	183 - 218
SF-11.2	70' x 160'	224.4	2.1 - 2.5	51 - 61
SF-8.4	70' x 130'	217.4	2.9 - 3.5	503 - 408
SF-7.2	40' x 120'	210.1	3.9 - 4.5	402 - 464
SF-4	50' x 120'	271.4	4.5 - 5.1	321 - 344
VILLAGE		224.5	10 - 14	245 - 343
AMENITY CENTER		28.1		
OPEN SPACE		214.1		
RETAIL		24.4		
TOTAL		2592.7		1,705 - 2,059

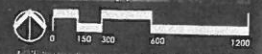
LOT MATRIX TABLE								
PRODUCT TYPE	MINIMUM LOT WIDTH (ft.)	LOT AREA (S.F.)	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM HOUSE SIZE (S.F.)	MAXIMUM BLDG HEIGHT	MINIMUM LOT COVERAGE (%)
SF-4	50	4,000	20	5	15	1,500	2.5 STORIES / 35'	40
SF-7.2	40	7,200	25	4	20	2,000	2.5 STORIES / 35'	55
SF-8.4	70	8,400	25	7	20	2,400	2.5 STORIES / 35'	55
SF-11.2	80	11,200	30	8	20	2,750	2.5 STORIES / 35'	50

NOTES:

1. The minimum setbacks required and minimum lot coverage for this development are as shown in the Lot Matrix table on this plan.
2. Road alignments within this Plan for Development will be modified consistent with county and municipal thoroughfare plans applicable to the property on such plans changes.
3. Notwithstanding any changes in road alignments, the following development standards will not change: (1) lot size; (2) dwelling units per acre; and (3) number of lots.



PLAN FOR DEVELOPMENT
Lavon 600
 Lavon, Texas
 December 14, 2007



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 August, 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 "Undeveloped Property"; 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 and maintenance to Osage Lane; and

WHEREAS, the Parties desire to address improvements to 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. **Revised Exhibit B**. **Exhibit B** attached to the Original Agreement is hereby replaced with **Exhibit B** attached hereto, which revised **Exhibit B** 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. **Section 2.5 of Original Agreement**. 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. 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. Upon completion of the improved Osage Lane, the Owner shall provide or cause to provide maintenance for Osage Lane for a period of five (5) years from date of this Agreement.
6. Intersection Improvements. When the Owner develops an (Emergency Access Only) 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.
7. HOA Notice. The Owner shall require the HOA to continue to provide residents of the property with notice that the Trinity equestrian trails are for equestrian and hiking use only.
8. Letter Agreements. The Parties agree to the terms of the letter agreements attached hereto as **Exhibit D**.
9. Conflicts. In the event of a conflict between the Original Agreement and this Amendment, this Amendment shall control.
10. Notices. 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
E-mail: pwh@huffinescommunities.com
214.750.1800

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.

Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
214.328.1101

11. Authority and Enforceability. 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. Applicable Law; Venue. 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. Counterparts. 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. Exhibits. 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 Secretary

By: _____
Jim Olk, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

Name: Joe Gorfida
Title: City Attorney
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of ____, 2020 by Jim Olk, Mayor of the City of Lucas, Texas on behalf of said City.

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 §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Phillip Huffines, who is personally known or identified to me, as the Managing Director of HC Operating, GP, LLC, general partner of HC Operating, L.P., general partner of **UNION VALLEY RANCH, L.P.**, , a Texas limited partnership, for and on behalf of said companies and partnerships.

Notary Public in and for the State of Texas

[seal]

LAVON DEVELOPMENT, LLC
a Texas limited liability company

By: _____
Phillip Huffines, Managing Director

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Phillip Huffines, who is personally known or identified to me, as the Managing Director of **LAVON DEVELOPMENT, LLC**, a Texas limited liability company, on behalf of said companies and partnerships.

Notary Public in and for the State of Texas

[seal]

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

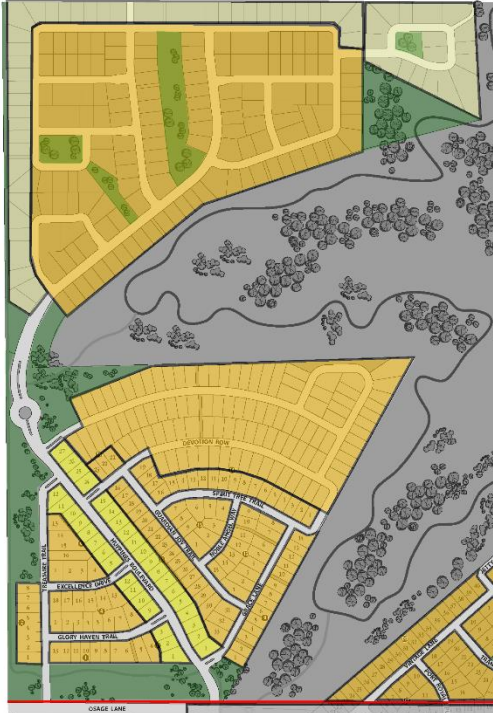
THE FOLLOWING PLATTED LOTS LOCATED WITHIN INSPIRATION PHASE 7A, AN ADDITION TO COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT

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



PRODUCT TYPE	MINIMUM LOT WIDTH (FT)	LOT AREA (SF)	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM HOUSE SIZE (SF)	MAXIMUM BLDG HEIGHT (FT)	MINIMUM LOT COVERAGE (%)
SF-11.2	80	11,200	30	8	20	2,750	2.5 Stories / 35'	50
SF-9.8	70	9,800	25	7	20	2,400	2.5 Stories / 35'	55
SF-8.4	60	8,400	25	6	20	2,000	2.5 Stories / 35'	60

- NOTES:**
1. The minimum setbacks required and maximum lot coverage for this development are as shown in the Lot Matrix table on this plan.
 2. Road alignments within this Plan for development will be modified consistent with the county and municipal thoroughfare plans applicable to the property as such plans changes.
 3. Notwithstanding any changes in road alignments, the following development standards will not change:
(1) lot size; (2) dwelling units per acre; and (3) number of lots.

PRODUCT TYPE	TYPICAL LOT SIZE	DWELLING UNITS PER ACRE	NUMBER OF LOTS
SF-11.2	80' x 140'	2.1 - 2.5	65-75
SF-8.4	70' x 140'	2.9 - 3.5	60-65
SF-7.2	60' x 140'	3.9 - 4.5	500-550
OPEN SPACE			
TOTAL			625-690

- INSPIRATION**
- Discovery Village
 - Hope Village
 - Destiny Village
 - Harmony Village
 - Faith Village
 - Inspiration Point Village
 - Wisdom Village
- UNDER CONSTRUCTION**
- Grace Village
 - Success Village
 - Community Trails
 - Off-site Trails
- FUTURE**
- Paradise Village
 - Peace Village



EXHIBIT B

EXHIBIT C REVISED EXHIBIT C FOR UNDEVELOPED PROPERTY



RESIDENTIAL TYPE		
	60' x 140'	Min 8,400 SF LOTS
	80' x 140'	Min 10,000 SF LOTS

LA Planning & Landscape Architecture	INSPIRATION PHASE 8 REVISED EXHIBIT C	
	ST. PAUL, COLLIN COUNTY, TEXAS	PROJECT NUMBER: NTS20-0001
Planning & Landscape Architecture 10000 North Central Expressway Suite 1000, Dallas, Texas 75243 Phone: (972) 961-1111 Fax: (972) 961-1112 Website: www.laplanning.com		DRAWN BY: JB CHECKED BY: TMM DATE: 7/1/2020 PROJECT NUMBER: NTS20-0001

© Inspiration Phase 8 LLC 2020. All rights reserved. This drawing, when combined with other contract documents, shall constitute the entire contract between the parties. It is to be used for construction only and not for any other purpose. The information contained herein is for informational purposes only and does not constitute an offer of any financial product or service. All figures, including acreage, are approximate and subject to change without notice. All figures, including acreage, are approximate and subject to change without notice. The information contained herein is for informational purposes only and does not constitute an offer of any financial product or service.

EXHIBIT D
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:  _____ 1/15/2016
Joe Hilbourn 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.

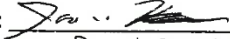
The purpose of this letter is to request the City to allow the Amenity Center location to be moved from what is shown on Exhibit "B" of the Agreement to the location as shown in the attached drawing labeled Exhibit "A." The size of the new location is about 7.9 acres. The Exhibit "B" shows the Amenity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


for
Phillip Huffines
Managing Director
HC Inspiration One LLC.

CITY OF LUCAS

By: 
Title: Development Services Director.

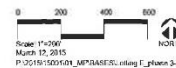
Date: 4/17/15

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

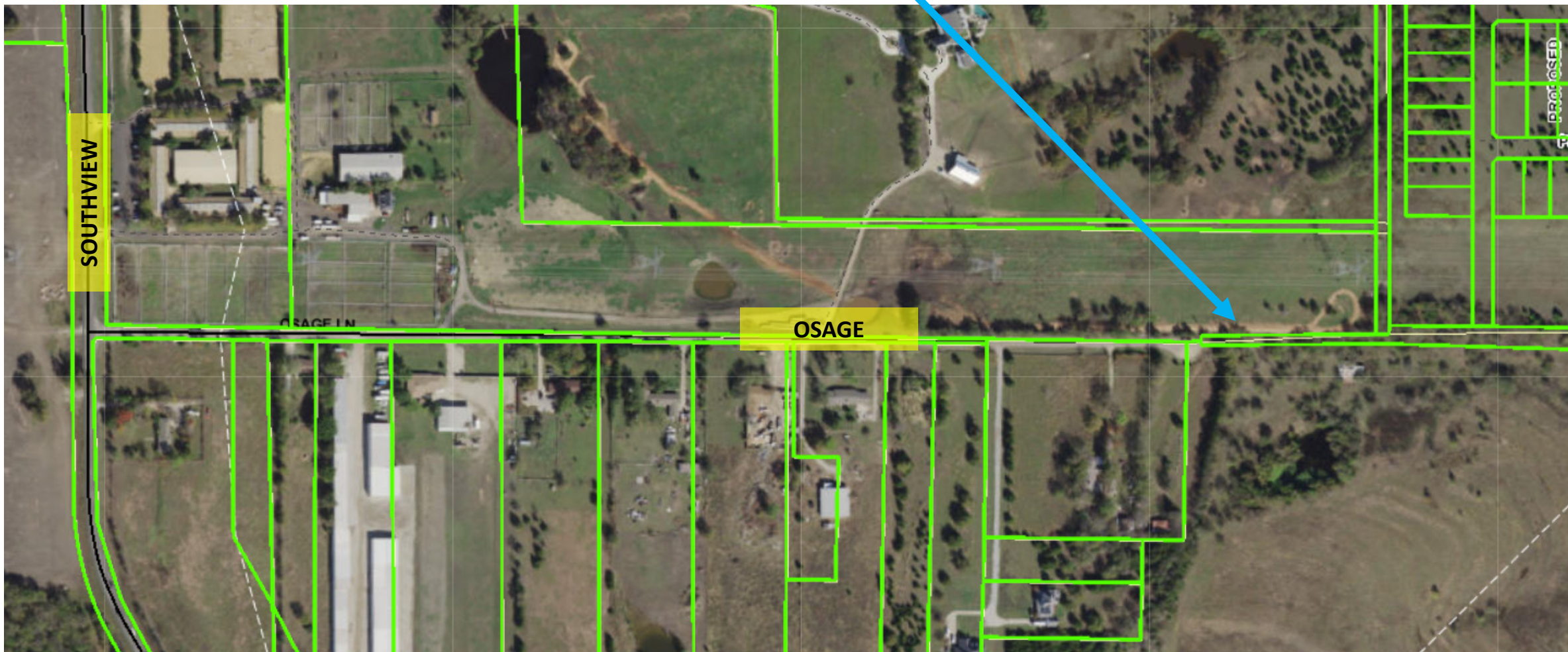
EXHIBIT "A"
(Letter dated 04-02-15)



PHASES 3-4
LOTING ALTERNATIVE
INSPIRATION
COLLIN COUNTY



Osage Lane





City of Lucas City Council Agenda Request August 6, 2020

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider an application by Ron Lacock on behalf of Dwarf Willow, LLC for a development agreement for Lucas Country Corner located at 215 Southview, a tract of land being 10.262 acres of land in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview and for the installation of a live screen barrier in lieu of a six to eight foot masonry wall between commercial and residential district in consideration of rezoning.

Background Information

This project is located at 215 Southview within the City of Lucas and is currently zoned R-2. The development agreement would grant cross access to a self-service gas station and convenience store located at 175 Southview. For the proposed cross access, the City will consider zoning the property generally in accordance with the approved Comprehensive Plan and allow for a living screen in lieu of a masonry brick wall that is required between residential and commercial districts. This project came before Planning and Zoning Commission in June 2019 requesting commercial zoning and was denied. This project proposes two-story buildings on a lot adjacent to a residential district.

Attachments/Supporting Documentation

1. Development Agreement
2. Location Map
3. Proposed elevations
4. Proposed site plan

Budget/Financial Impact

An amount not to exceed \$80,000 from the general fund for cross access.

Recommendation

City Staff recommends approval of the request as presented.



City of Lucas
City Council Agenda Request
August 6, 2020

Motion

I hereby make a motion to approve/deny the request by Ron Lacock on behalf of Dwarf Willow, LLC for a development agreement for Lucas Country Corner located at 215 Southview, a tract of land being 10.262 acres of land in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview and for the installation of a live screen barrier screen in lieu of a six to eight foot masonry wall between commercial and residential district in consideration of rezoning.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into this _____ day of _____, 2020, by and between the City of Lucas, Texas ("City"), whose place of business for purposes of this Agreement is 665 Country Club Road, Lucas, Texas 75002, and Dwarf Willow LLC, a Texas Limited Liability Company, whose place of business for purposes of this Agreement is 906 Santiago Trail, Wylie, Texas (the "Dwarf Willow" or "Owner"). City and Owner are sometimes referred to herein together as the "Parties" and individually as a "Party".

RECITALS:

WHEREAS, Dwarf Willow is the owner of the real property commonly known as Lucas Country Corner which is more particularly depicted and described in the attached Exhibit "A" (the "Property"); and

WHEREAS, the Texas Department of Transportation ("TxDOT") will reconstruct the intersection of Southview Drive and East Lucas Road. which will hinder left turn traffic into 175 Southview Drive; and

WHEREAS, the City Council finds that the fire lane/cross access roads shown on the attached Exhibit "B" (On-Site Improvements") will allow safe and effective access for the flow of traffic from Southview Drive and East Lucas Road to 175 Southview Drive; and

WHEREAS, Owner intends to develop the Property and has agreed to install, cause to have installed, or allow the City to have installed the On-Site Improvements; and

WHEREAS, the City Council has determined that it is in the best interest of the public to provide access to the abutting property;

THEREFORE, and in consideration of ten dollars (\$10.00), the mutual covenants and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and shall terminate on the date that is the earlier date of (1) the expiration of fifteen (15) years after City acceptance of the On-Site Improvements; or (2) the date the Owner has fully satisfied all of the terms and conditions herein; or (3) June 18, 2035 ("Expiration Date"); or (4) unless sooner terminated herein.

1.2 This Agreement is contingent upon the Property being zoned as Commercial Business District (“CB”) by the City. In the event the Property is not approved for Commercial Business District, this Agreement shall be terminated with no further responsibilities of the Parties.

Article II Definitions

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

"Approved Construction Plans" means the plans and specifications for the On-Site Improvements approved by the City Manager, or designee. The Approved Plans shall be in reasonable conformance with the preliminary plans submitted by the Owner and attached as Exhibits "B" and "D", and the approval shall not be unreasonably withheld.

"City Manager" means the City Manager of the City of Lucas, or designee.

"Effective Date" shall mean the last date of execution of this Agreement.

"Event of Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for any part of Owner's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner and such proceeding is not dismissed within ninety (90) days after filing thereof.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of Owner, as applicable, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of Owner), fires, explosions or floods, strikes, slowdowns or work stoppages, shortage of materials and labor, or delays by the City.

"On-Site Improvements" shall mean concrete the fire lanes as defined under the City of Lucas Fire Apparatus Access Roads Sections 503.1 to 503.6, from 175 Southview Drive to the proposed northern entrance on East Lucas Road and the proposed western entrance on Southview Drive of the Lucas Country Corner as depicted in Exhibit "B".

Article III On-Site Improvements

3.1 Access Agreement. Owner agrees to provide an Access Easement for 175 Southview Drive for cross access traffic from East Lucas Road and from Southview Drive Road until a final plat is filed and approved.

3.2 Construction and Cost Participation of On-Site Improvements. The City agrees to participate in the costs of the On-Site Improvements for the cross-access roads, including concrete and striping.

- (a) City's Cost. If Owner develops the Property before the City has completed installation of the On-Site Improvements, the City will reimburse the Owner for the actual cost of the construction of the On-Site Improvements. The Owner agrees to competitively bid the installation of the On-Site Improvements to at least three (3) contractors.
- (b) Invoices. Owner shall submit invoices to the City in an amount not to exceed Eighty Thousand Dollars (\$80,000.00). The City shall pay Owner within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.
- (c) Owner agrees to design and install the On-Site Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City ("City Standards").
- (d) Owner shall submit Approved Construction Plans for the design and construction of the On-Site Improvements to the City for review and approval by the City Administrator. The Approved Construction Plans shall include the estimated cost of design and installation of the On-Site Improvements. The On-Site Improvements shall be constructed in accordance with the Approved Construction Plans.
- (e) If Owner does not develop the Property, the City has the right, at its sole cost, to construct the On-Site Improvements in compliance with Exhibit "B" or the most current Construction Plans for Lucas Country Corner which have been approved by the City.

3.3 Masonry Walls. The City agrees to allow current fences and living screens in lieu of masonry walls in the locations described below and depicted in Exhibit "D" (Masonry Wall Exceptions).

Hamlin Tract – Lot 1, Block A, Cook County Country Place Edition, Vol. E Pg 27 MRCCT. Border adjoining Lucas Country Corner shall be 6' Masonry wall per Lucas City Code Section 3.8.045.

Dwarf Willow Residential Tract – Southern Portion as of ABS A0017 James Anderson Survey, Sheet 1, Tract 8 as depicted on Exhibit "D". All fencing and screening requirements waived.

Bierschwale Tract – Lot 2, Block A, Cook County Country Place Edition, Vol. E Pg 27 MRCCT. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements.

Embry Tract – Called 2.985 Acres, John Joseph Lanzillo, Jr., Bessie J Lanzillo &, Regina Embry, Clerk’s File Number 20090327000355630, DRCCT. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements.

3.4 Restricted Businesses. Owner agrees that no business that is restricted under Section 14.03.352 of the City of Lucas Ordinances shall be allowed including bars and night clubs, sexually oriented businesses, and vape shops, or any business listed in the attached Exhibit “E”.

3.5 Pond. The Owner agrees to keep and maintain a minimum of 24,000 square feet at pool level of the pond depicted in Exhibit “B”.

3.6 Lighting. Owner agrees to use directional LED lighting as allowed under the Commercial Business District’s requirements to mitigate neighborhood light.

**Article IV
Notice**

Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by hand delivery or by certified or registered mail and shall be deemed to have been given and received two (2) business days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other o which such notice shall be given.

If to City

Joni Clarke, City Manager
City of Lucas
665 Country Club Road
Road Lucas, Texas 75002

With Copy to

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

If to Owner:

Ron Lacock
Dwarf Willow LLC
906 Santiago Trail
Wylie, Texas 75098

Article V Termination

- 5.1 This Agreement shall terminate upon any one of the following:
- (a) the written agreement of the Parties;
 - (b) the Expiration Date;
 - (c) the election by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to the breaching party;
 - (d) the election by the City, if Owner suffers an Event of Bankruptcy or Insolvency;
 - (e) the election by the City, if any Impositions owed to the City or the State of Texas by Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such Impositions); or
 - (f) the election by the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

Article VI Miscellaneous

6.1 Assignment of Agreement. This Agreement may not be assigned by Owner without the prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement may not be assigned, in whole or in part, by City.

6.2 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

6.3 Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.4 Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

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

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

6.7 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

6.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with its legal counsel.

6.9 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

6.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

6.11 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, or to cause City to be deemed to be a constituent partner of the Owner.

6.12 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2020

City of Lucas, Texas

By: _____
Jim Olk
Mayor

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(07-30-2020:TM 116932))

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this _____ day of _____, 2020, personally appeared Jim Olk, Mayor of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Signature of Notary Public, State of Texas

My Commission Expires: _____

EXECUTED this _____ day of _____, 2020.

**Dwarf Willow LLC
a Texas Limited Liability Company**

By: _____
Darren Printz
Manager, Dwarf Willow LLC

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

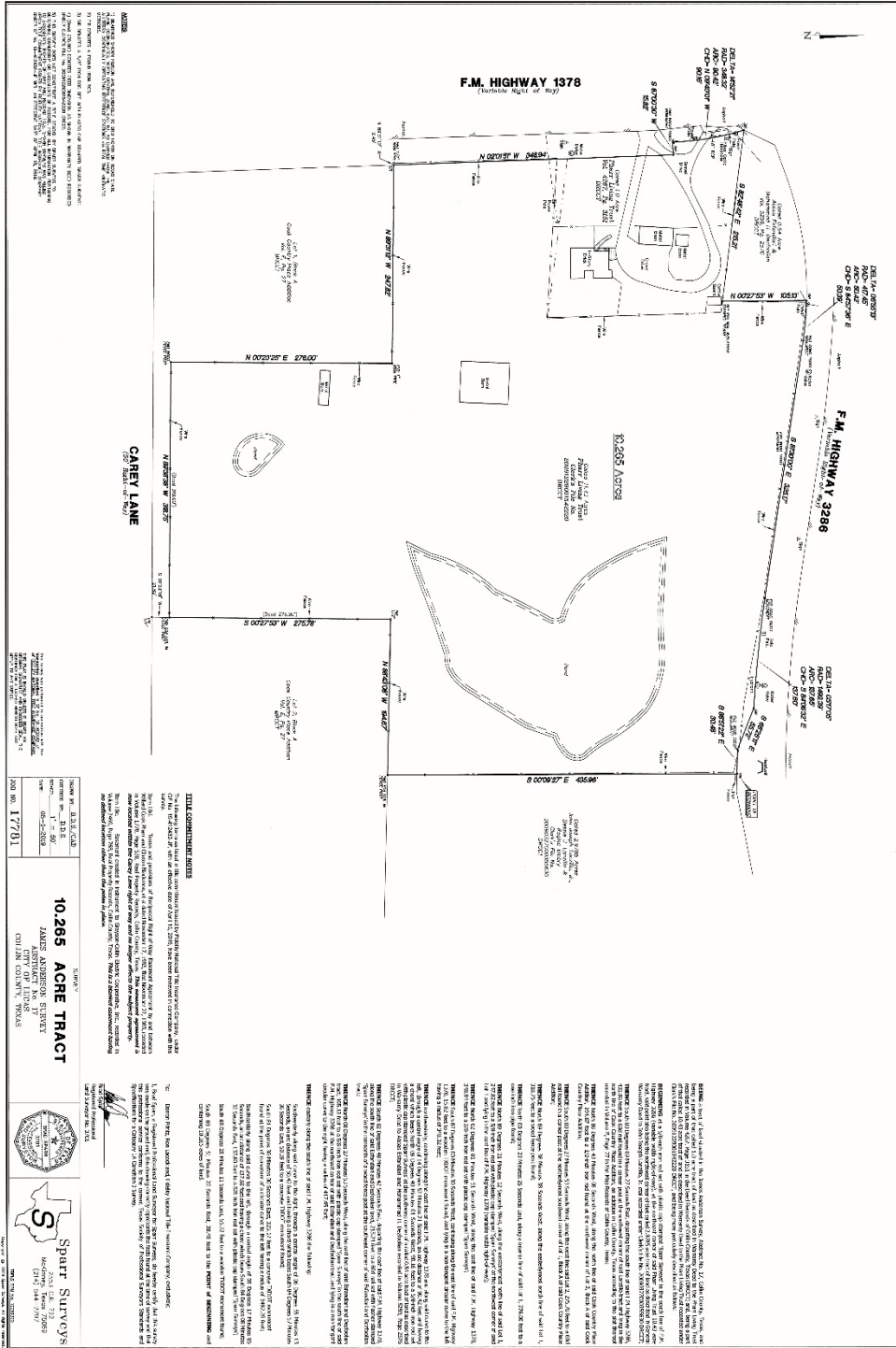
Before me, the undersigned authority, on this _____ day of _____, 2020, personally appeared Darren Printz, Manager of Dwarf Willow LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Signature of Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A" Property



DATE OF RECORDATION	10/28/2013
BOOK	065-2-0303
PAGE	30

10.285 ACRE TRACT
 JAMES ANTHONY EISENBERG
 CITY OF LUCAS
 CHIEF CLERK

Spahr SURVOYS
 2020 N. STATE ST. SUITE 200
 LANSING, MI 48106
 TEL: 313.487.8300
 FAX: 313.487.8301
 WWW.SPAPHSURVOYS.COM

TITLE COMMITMENT NOTES

1. The land shown on this map is subject to the following interests:

2. There are no mortgages or other liens recorded against the land shown on this map.

3. There are no easements, covenants, conditions, or restrictions recorded against the land shown on this map.

4. There are no encroachments shown on this map.

5. There are no other interests recorded against the land shown on this map.

6. The land shown on this map is subject to the following interests:

7. There are no mortgages or other liens recorded against the land shown on this map.

8. There are no easements, covenants, conditions, or restrictions recorded against the land shown on this map.

9. There are no encroachments shown on this map.

10. There are no other interests recorded against the land shown on this map.

EXHIBIT "B" On-Site Improvements

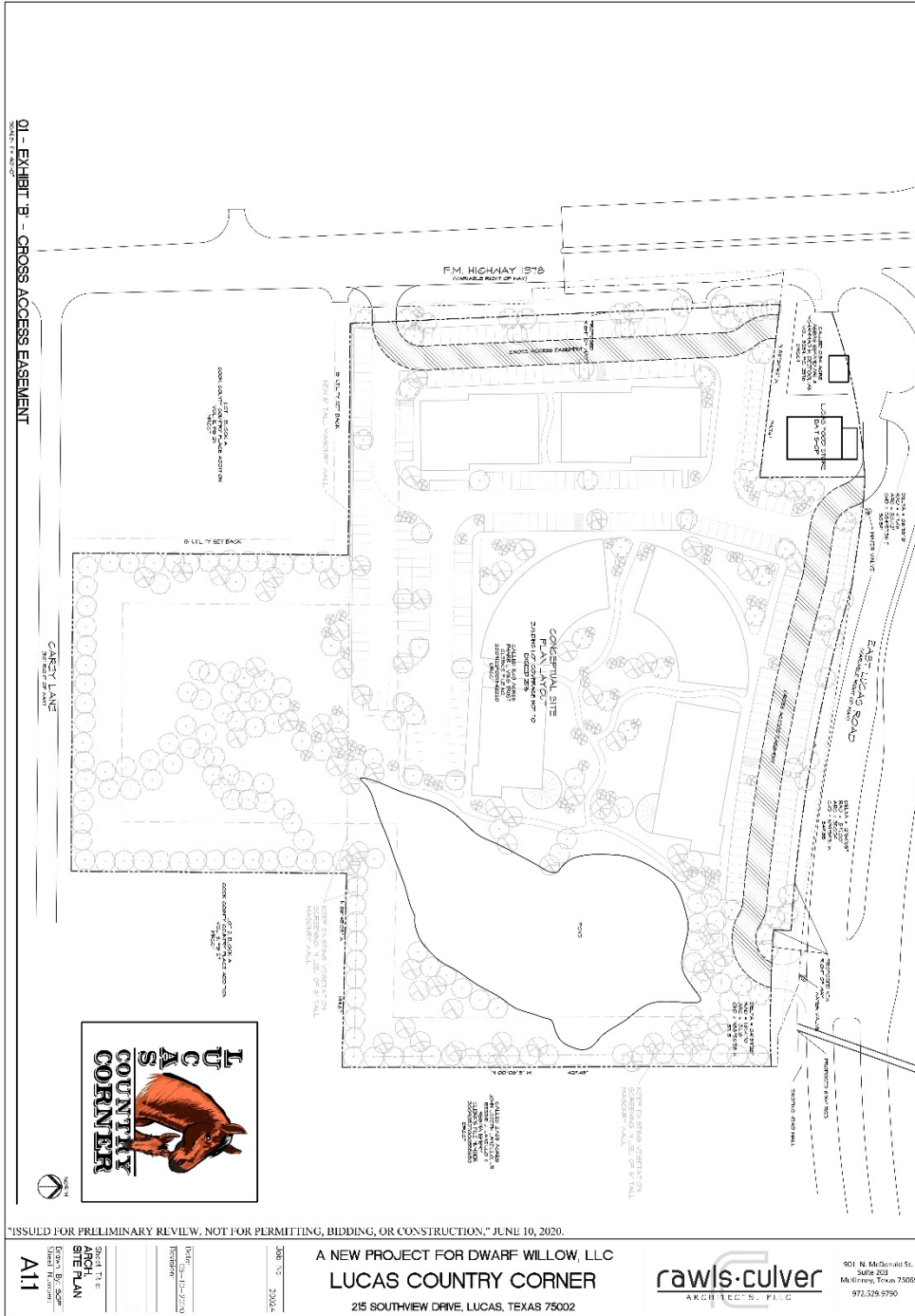


EXHIBIT "C" Zoning (Depiction and Description)

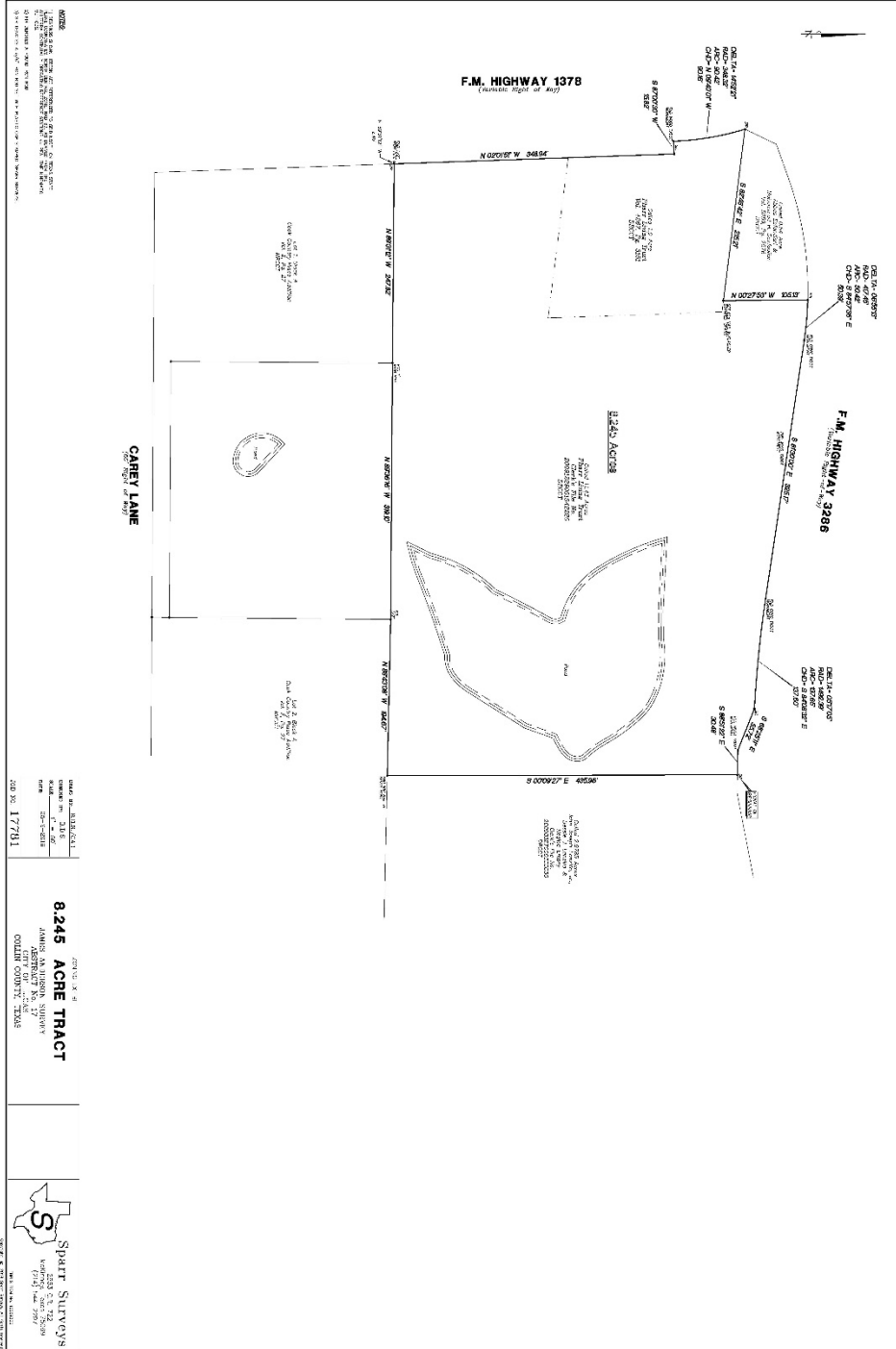


EXHIBIT “C”
Zoning Description

BEING a tract of land situated In the James Anderson Survey, Abstract No. 17, Collin County, Texas, and being a part of that called 1.0 acre tract of land as described in Warranty Deed to the Pharr Living Trust recorded In Volume 4267, Page 3151 in the Deed Records of Collin County, Texas (DRCCT) and, being a part of that called 10.43 acre tract of land as described in Warranty Deed to the Pharr Living Trust recorded under Clerk's File No. 20091229001542220 DRCCT, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' in the south line of F.M. Highway 3286 (variable width right-of-way), at the northeast corner of said Pharr Living Trust 10.43 acre tract, said point also being the northwest corner of that called 2.9785 acre tract of land as described in General Warranty Deed to John Joseph Lanzillo, Jr. etal recorded under Clerk's File No. 20090327000355630 DRCCT;

THENCE South 00 Degrees 09 Minutes 27 Seconds East, departing the south line of said F.M. Highway 3286, 435.96 feet to a 60d nail found In a corner post at the southwest corner of said Lanzillo tract and lying in the north line of Cook Country Place Addition, an addition in Collin County, Texas according to the plat thereof recorded in Volume E, Page 27 in the Map Records of Collin County, Texas;

THENCE North 88 Degrees 43 Minutes 08 Seconds West, along the north line of said Cook Country Place Addition, 194.67 feet to a 1/2-inch iron rod found at the northwest corner of Lot 2, Block A of said Cook Country Place Addition;

THENCE North 89 Degrees 36 Minutes 16 Seconds West, 319.10 feet to a one inch iron pipe found at a interior corner of Lot 1 of said Cook Country Place Addition;

THENCE North 89 Degrees 31 Minutes 12 Seconds West, along the westeriymost north line of said Lot 1, 247.82 feet to a 5/8-inch iron rod set with plastic cap stamped 'Spam Surveys' at the northwest corner of said Lot 1 and lying in the east line of F.M. Highway 1378 (variable width right-of-way);

THENCE North 02 Degrees 01 Minutes 51 Seconds West, along the east line of said P.M. Highway 1378, 348.94 feet to a 5/8-inch iron rod set with plastic cap stamped 'Spam Surveys';

THENCE South 87 Degrees 00 Minutes 30 Seconds West, continuing along the east line of said F.M. Highway 1378, 15.82 feet to a wooden TXDOT monument found, and lying in a non-tangent circular curve to the left having a radius of 348.32 feet;

THENCE northwesterly, continuing along the east line of said P.M. Highway 1378 and along said curve to the left, through a central angle of 14 Degrees 52 Minutes 21 Seconds, an arc distance of 90.42 feet and having a chord which bears North 09 Degrees 40 Minutes 01 Seconds West, 90.16 feet to a 5/8-inch iron rod set with plastic cap stamped 'Span' Surveys' at the southwest corner of a called 0.54 acre tract of land as described in Warranty Deed to Abbas Esfandiari and Mohammad H. Dezfoolian recorded in Volume 5259, Page 2576 DRCCT;

THENCE South 82 Degrees 48 Minutes 42 Seconds East, departing the east line of said F.M. Highway 1378, along the south line of said Esfandiari and Dezfoolian tract, 215.21 feet to a 60d nail set with flasher stamped 'Sparr Surveys' in the remnants of a wood fence post at the southeast corner of said Esfandiari and Dezfoolian tract;

THENCE North 00 Degrees 27 Minutes 53 Seconds West, along the east line of said Esfandiari and Dezfoolian tract, 105.13 feet to a 5/8-inch iron rod set with plastic cap stamped 'Spam Surveys' in the south line of said F.M. Highway 3286 at the northeast corner of said Esfandiari and Dezfoolian tract and lying in a non-tangent circular curve to the right having a radius of 417.45 feet;

THENCE easterly along the south line of said P.M. Highway 3286 the following:

Southeasterly along said curve to the right, through a central angle of 06 Degrees 55 Minutes 13 Seconds, an arc distance of 50.42 feet and having a chord which bears South 84 Degrees 57 Minutes 36 Seconds East, 50.39 feet to a concrete TXDOT monument found;

South 81 Degrees 30 Minutes 00 Seconds East, 325.17 feet to a concrete TXDOT monument found at the point of curvature of a circular curve to the left having a radius of 1492.39 feet;

Southeasterly along said curve to the left, through a central angle of 05 Degrees 17 Minutes 05 Seconds, an arc distance of 137.65 feet and having a chord which bears South 84 Degrees 08 Minutes 32 Seconds East, 137.60 feet to a 5/8-Inch iron rod set with plastic cap stamped 'Sparr Surveys';

South 68 Degrees 25 Minutes 11 Seconds East, 55.72 feet to a wooden TXDOT monument found;

South 88 Degrees 51 Minutes 22 Seconds East, 30.48 feet to the **POINT of BEGINNING** and containing 8.245 acres of land.

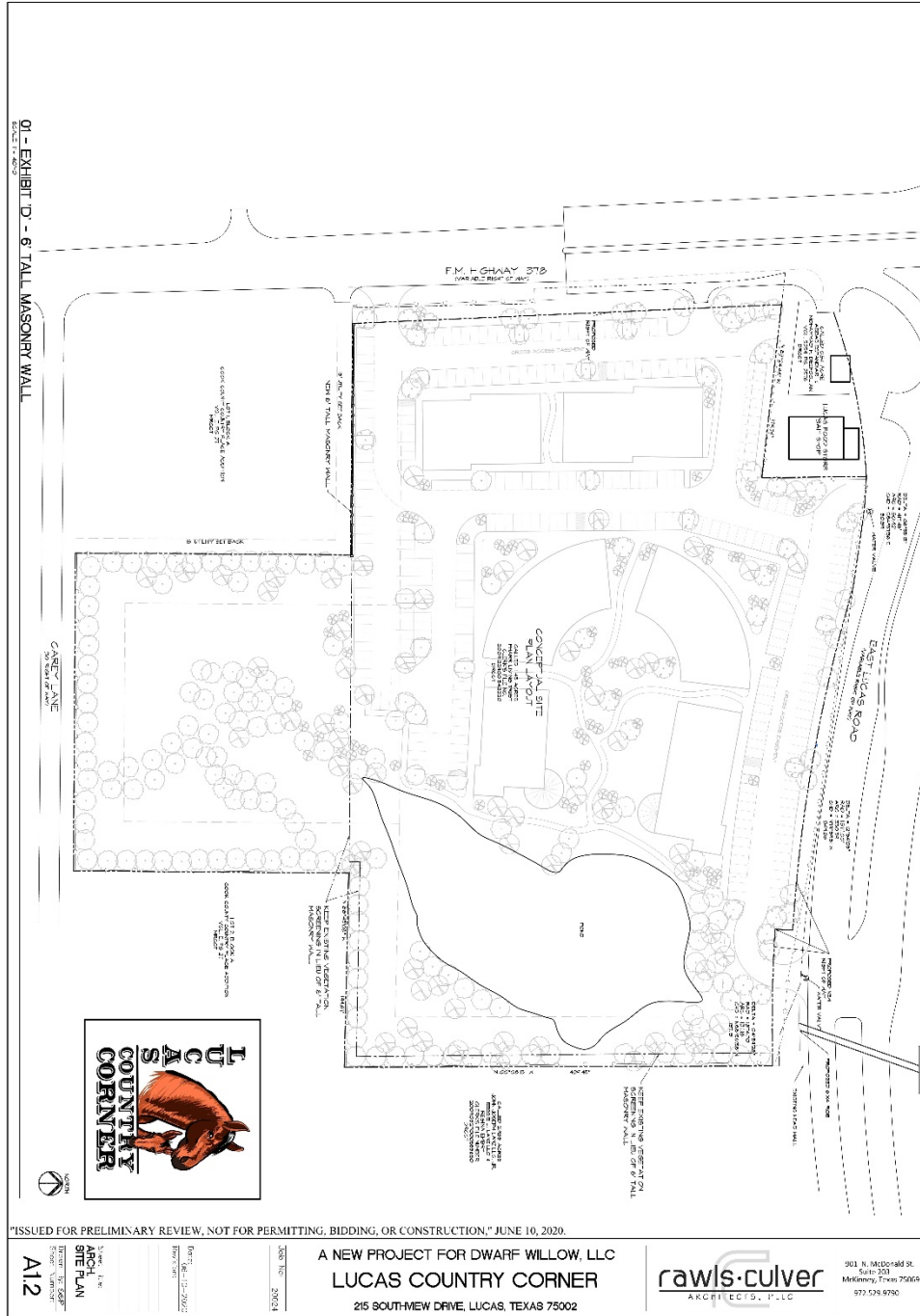
Brad Spar
Registered Professional
Land Surveyor No. 3701



This description was prepared for zoning purposes and should not be used for conveyance purposes. ¶

EXHIBIT "D"

Masonry Wall Exceptions



**EXHIBIT “E”
Prohibited Businesses**

Business Not Allowed:

- I. Sexually oriented businesses. - Article 4.02
 - 1. Adult Arcade
 - 2. Adult Bookstore or Video Store
 - 3. Adult Theater
 - 4. Adult cabaret
 - 5. Adult Motel
 - 6. Escort Agencies
 - 7. Nude model studio
 - 8. Condom Shops
- II. Vape Shops
- III. Bars/Night Clubs

Non-Inclusive list of Business Encouraged:

Insurance	Nail Salon
Coffee Shop	Prepared Food Store
Restaurant	Specialty Food Stores
Organic Food Stores	Donut Shop
Dry Cleaning	Financial Store
Computer/Phone Store	Pharmacy
Music Store	Barber Hair/Salon
MedicaVDental Office	Bicycle Shop
Camera Studio	Yoga Studio
Professional Business Offices	Bakery
Child Care	Vet Office
Tack and Saddle Shop	Quilt/Fabric Shop
Bank	Art Store
Music Store	Antique Stores
Hobby Store	Game/Magic Stores
Book Stores	



01 - SCHEMATIC SITE PLAN
SCALE: 1" = 40'-0"



Cooby/BarnaPeak

"ISSUED FOR PRELIMINARY REVIEW, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION," JUNE 10, 2020.

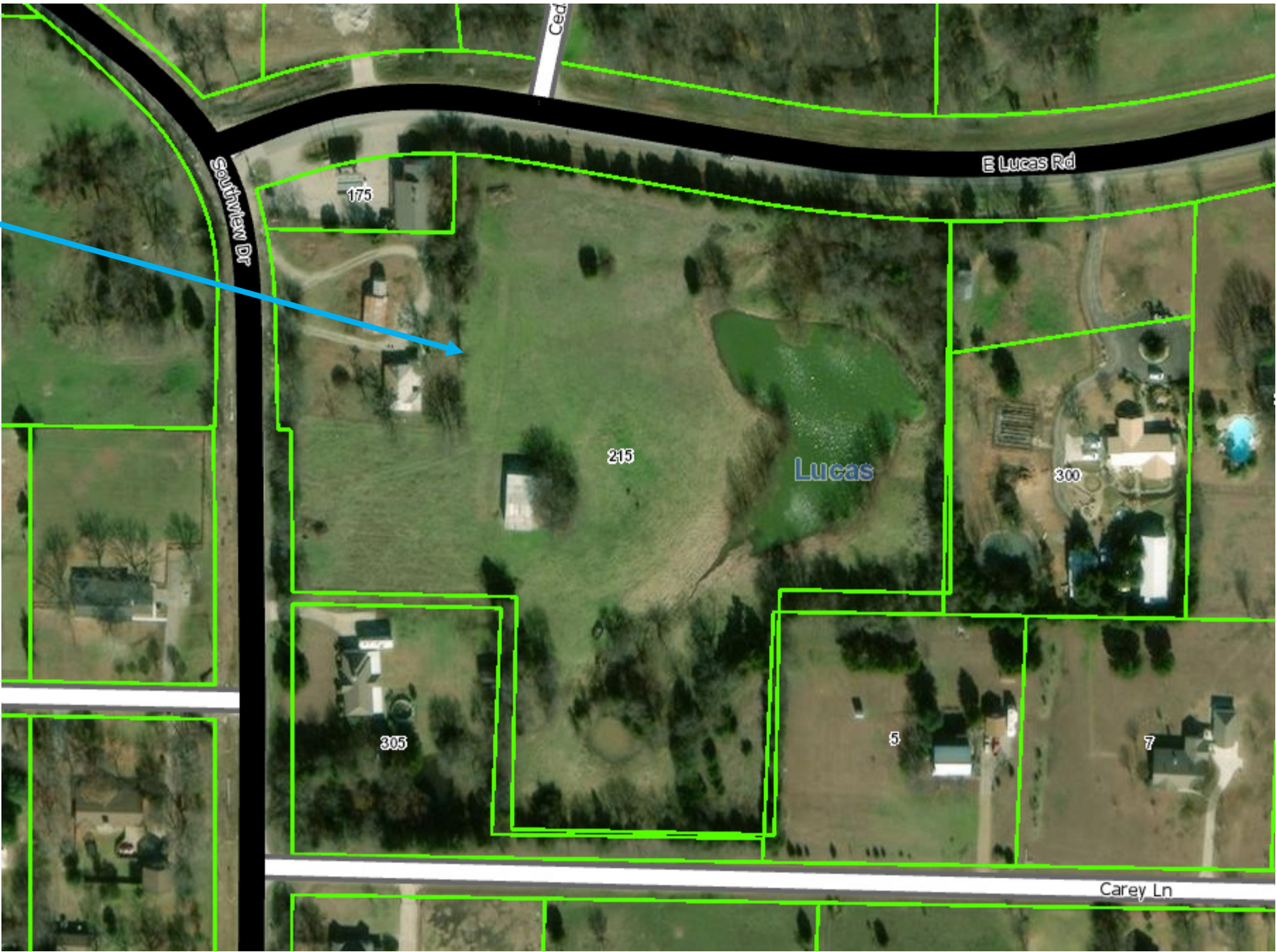
Job No: 20024
Date: 06-10-2020
Revision:
Sheet Title:
Project: B.1.54P
Street Number:
A11

A NEW PROJECT FOR DWARF WILLOW, LLC
LUCAS COUNTRY CORNER
215 SOUTHVIEW DRIVE, LUCAS, TEXAS 75002

rawls-culver
ARCHITECTS, PLLC

901 N. McDonald St.
Suite 203
McKinney, Texas 75069
972.529.9790

LOCATION MAP





City of Lucas

City Council Agenda Request

August 6, 2020

Requester: Lucas Volunteer Firefighter Pension Board Chairman Larry Bowman
Councilmember Wayne Millsap

Agenda Item Request

Consider revocation from the Texas Emergency Services Retirement System (“TESRS”) effective December 31, 2020.

Background Information

During the 86th Legislature of the State of Texas, Representative Candy Noble filed HB 2178, on behalf of the City of Lucas, that includes language that would allow volunteer fire departments to opt out of TESRS. Chairman Bowman and Councilmember Millsap testified at the committee hearing for HB 2178.

A competing bill, HB 3247, was also filed that provided for a number of changes to TESRS. This bill included language allowing fire departments to opt out of TESRS.

HB 2178 did not pass during the 86th Legislature session; however, HB 3247 was passed and sign into law.

In accordance with amended Texas Administrative Code §304.2, a participating Department may revoke its election to participate in the Texas Emergency Services Retirement System (TESRS) in a manner that protects the actuarial soundness of the pension system. The rule also protects the pension benefits of members of a Department that revokes its participation by fully vesting their accrued benefits as of the date of the Department’s revocation.

Under §304.2, the governing body of a TESRS participating Department that intends to revoke its participation in the pension system sends a Notice of Intent to the TESRS executive director, the governing body of the political subdivision associated with the Department, and all current members of the Department.

1. The Notice must be provided at least 120 days prior to the date of revocation.
2. The Notice must state the date the renovation will occur.
3. The notice period of 120 days may be modified by the TESRS executive director.

A list of the current members of the Department who received notification shall be included as an attachment.

Upon receipt of a Notice of Intent which meets the requirements above, TESRS will provide information and instructions that specify revocation requirements that must be met, including:

- a. Requirements for Local Board Certification of TESRS Membership, and
- b. Requirement for Payment of Revocation Charges.



City of Lucas City Council Agenda Request August 6, 2020

Attachments/Supporting Documentation

1. Instructions from Texas Emergency Services Retirement for Departmental Revocation Process.
2. Copy of Title 34. Public Finance, Part II. TESRS, Chapter 304. Membership in the TESRS. 34 TAC §§ 304.2 – 304.4
3. Rudd and Wisdom letter and example of calculation of revocation charge

Budget/Financial Impact

Estimate of \$55,000

Recommendation

The Lucas Volunteer Firefighter Pension Board recommends submitting the Notice of Intent to the Texas Emergency Services Retirement System on or before August 31, 2020 in order to complete the Revocation from TESRS by December 31, 2020.

Motion

I make a motion to submit the Notice of Intent for revocation to the Texas Emergency Services Retirement System on or before August 31, 2020.

Texas Emergency Services Retirement System Departmental Revocation Process

In accordance with 34 Texas Administrative Code §304.2, a participating Department may revoke its election to participate in the Texas Emergency Services Retirement System (TESRS) in a manner that protects the actuarial soundness of the pension system.

The rule also protects the pension benefits of members of a Department that revokes its participation by fully vesting their accrued benefits as of the date of the Department's revocation.

Departmental Revocation Process

1. Under §304.2, the governing body of a TESRS Participating Department that intends to revoke its participation in the pension system sends a Notice of Intent to the TESRS executive director, the governing body of the political subdivision associated with the Department, and all current members of the Department.
 - a. The Notice must be provided at least 120 days of the date the revocation;
 - b. The Notice must state the date the revocation will occur;
 - c. The notice period of 120 days may be modified by the TESRS executive director.

2. After the TESRS executive director receives the Notice of Intent, the executive director will provide the following to the revoking Department's point of contact:
 - a. Requirements for Local Board Certification of TESRS Membership – Provides rule requirements and instructions to the Local Board;
 - b. Requirements for Payment of Revocation Charges – Provides rule requirements for the payment of all charges related to Departmental revocation;
 - c. TESRS Membership Reconciliation Reports (MRRs) for the 2-year period prior to the date the revocation will occur; and
 - d. Benefit Statements for each affected member of the Department currently enrolled in the pension system.
 - i. Benefit Statements shall be provided to the Department's Chief/Participating Department Head (PDH) for distribution to each affected member.
 - ii. Affected members must be notified that if a member disagrees with the reported qualified service, the member shall notify the Chief/PDH and the Local Board Chairman and request a hearing regarding the member's disagreement at a meeting of the Local Board.

- iii. Changes in a member's qualified service must be authorized by the Local Board and documented using TESRS Form 200-D, Correction of Errors. The completed form must be signed by the Local Board Chair and submitted to TESRS via email at info@tesrs.texas.gov or via FAX to 512-936-3480.
3. The Local Board must certify that all individuals who were eligible to participate in the pension system during the 2-year period prior to the date the revocation will occur have been properly enrolled in the pensions system.
 - a. The Chief/PDH is statutorily responsible for enrolling members in the pension system and maintaining current and accurate membership records (Texas Government Code §865.0116).
 - b. The Chief/PDH will compare the MRRs provided by TESRS and the revoking Department's membership during the 2-year period. The Chief/PDH will submit completed TESRS Forms 502, Personnel Record, for individuals who were eligible but were not enrolled; and TESRS Forms 504, Termination Record, for members who are no longer active members of the Department.
4. At a meeting of the Local Board, the Local Board shall:
 - a. Vote to certify the accuracy of enrollment;
 - b. Vote to certify the accuracy of the TESRS Department Membership Roster; and
 - c. Vote to certify the accuracy of qualified service earned for each current and former member. The Local Board must assure that any corrections of errors previously approved by the Local Board related to any member's qualified service has been processed and is accurately reflected in each member's TESRS Benefit Statement.
 - d. Local Board Attestation is completed and signed by the officers of the Local Board as the assurance that the Local Board as performed the certifications required under the rule.
 - e. The completed and signed form must be submitted to TESRS via email to info@tesrs.texas.gov or via FAX to 512-936-3480.
5. Following the certifications of TESRS Membership by the Local Board, TESRS shall determine contribution charges due, including interest charges, if any.
6. In accordance with rule requirements, the TESRS System Actuary will provide the TESRS executive director with a Revocation Charge Determination Letter stating the Department's revocation charge.
7. TESRS will prepare and send an invoice of total charges due to the governing body of the political subdivision associated with the Department.

8. No later than 60 days after TESRS's receipt of the Notice of Intent, the governing body of the political subdivision associated with the Department must pay, or enter into a Revocation Payment Agreement to pay, all charges associated with the Department's revocation of participation in the pension system.
9. TESRS shall prepare a Revocation Amendment which includes as an attachment the Revocation Payment Agreement, if any (the Payment Agreement must be executed within 60 days of TESRS's receipt of the Notice of Intent), and the rule declarations regarding revocation of Departmental participation in the pension system. The Revocation Agreement shall be executed by:
 - a. Chief/Participating Department Head of the revoking Department;
 - b. Executive Head of the revoking Department;
 - c. Executive Head of the governing body of the political subdivision associated with the Department;
 - d. TESRS Chief Financial Officer; and
 - e. TESRS Executive Director
10. In accordance with the related statement in the Revocation Agreement, TESRS will terminate each active member of the Department in the pension system effective the date of the revocation.
11. TESRS will record the Department's revocation in the pension system database, remove all user access to the system, and disable any and all actions that may alter the certified membership records in the system.
12. Within 90 days after the effective date of revocation, TESRS will send a written notice to each current member, vested terminated member, and retiree of the revoked Department which explains the member's accrued benefit under the revocation.

Texas Emergency Services Retirement System Notice of Intent to Revoke Participation

In accordance with 34 Texas Administrative Code §304.2, at least 120 days prior to the date the revocation will occur, the governing body of the Department seeking to revoke its participation in the Texas Emergency Services Retirement System (TESRS) must provide written notice of its intent to no longer participate in the pension system to the following:

- i. TESRS executive director;
- ii. The governing body of the political subdivision associated with the Department; and
- iii. All current members of the Department.

The notice period of 120 days may be shortened or waived at the discretion of the TESRS executive director.

Instructions – Notice of Intent

1. The Notice of Intent shall meet the following criteria:
 - a. Delivery of the Notice of Intent must be in writing to all required recipients.
 - b. The Notice must state the date the revocation will occur.
 - c. Delivery to the TESRS Executive Director shall be via email to info@tesrs.texas.gov.
 - d. The TESRS executive director shall be sent a copy of the Notice of Intent provided to the governing body of the political subdivision associated with the Department. Such copy shall be sent via email to info@tesrs.texas.gov.
 - e. The Notice of Intent shall state the method by which all current members of the Department were notified.
 - f. Notice of Intent must provide complete contact information for the executive head of the political subdivision, the Chief or administrative head of the Department, and the primary point of contact regarding the revocation, to include:
 - i. Full name;
 - ii. Mailing address;
 - iii. Phone number; and
 - iv. Email address.
 - g. A list of the current members of the Department who received notification shall be included as an attachment which includes the following information for each current member:
 - i. Full name;
 - ii. Mailing address;

- iii. Phone number;
 - iv. Email address; and
 - v. Date of notification.
2. Upon receipt of a Notice of Intent which meets the requirements above, TESRS will provide information and instructions that specify revocation requirements that must be met, including:
- a. Requirements for Local Board Certification of TESRS Membership, and
 - b. Requirements for Payment of Revocation Charges.

TITLE 34. PUBLIC FINANCE**PART 11. TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM****CHAPTER 304. MEMBERSHIP IN THE TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM****34 TAC §§304.2 - 304.4**

The Texas Emergency Services Retirement System (TESRS) adopts new rules §§304.2 - 304.4, regarding membership in the pension system and participation in the pension system by departments. The new rules are adopted by the Board without substantive changes to the proposed text as published in the April 24, 2020, edition of the *Texas Register* (45 TexReg 2693); however, non-substantive changes to the structure of the adopted rules were made to improve their consistency with *Texas Register* outlining and formatting guidelines. The new rules will be republished.

The new rules are necessary to clarify Board rules governing participation in the system to allow the administration of TESRS to comply with House Bill (H.B.) 3247, 86th Legislature, Regular Session, 2019, which amended §§861 - 865, Texas Government Code.

The adopted new rules are necessary to allow a participating department to revoke its election to participate in TESRS in an actuarially sound manner and to allow employees of participating departments to participate in TESRS in a manner that maintains the qualified status of the pension system, each as contemplated under House Bill (H.B.) 3247, 86th Legislature, Regular Session, 2019, which amended §§861 - 865, Texas Government Code.

New §304.2, concerning Departmental Revocation of Participation in the Pension System, and §304.3, concerning Determination of Accrued Benefit, would allow a participating department to revoke its election to participate in TESRS in a manner that protects the actuarial soundness of the pension system and the accrued benefits of active fire fighters, EMS personnel, and support personnel in the pension system by requiring those departments that revoke participation in the pension system to pay within five years of the date of revocation a revocation charge equal to the department's allocated share of the TESRS net pension liability.

New §304.2 allows a participating department to revoke its election to participate in the pension system in a manner that maintains an actuarially sound pension system. The new rule applies to the following five circumstances:

1. A department notifies the pension system of its intent to no longer participate;
2. A department ceases to exist or perform emergency services;
3. A department ceases to enroll eligible members or make required contributions;
4. A department is no longer funded or maintained by political subdivision; or
5. All members of a department become ineligible to continue participating (i.e., all become paid employees of a non-governmental entity or covered by another pension system).

New §304.3 will protect the pension benefits of members of a department that revokes its participation in the pension system by fully vesting their accrued benefits as of the date of the department's revocation. The new rule provides a schedule detailing the calculation of vested accrued benefits for members.

New §304.4, concerning Employees of Participating Departments, allows employees of a participating department to participate in the pension system in a manner that ensures the participation of employees of participating departments, whether full-time or part-time, satisfies the plan qualification requirements under §401(a) of the Internal Revenue Code of 1986, as amended (Code), and maintains the status of the pension system as a governmental plan under §414(d) of the Code.

No public comments were received regarding the proposed new rules for Chapter 304.

The new rules are adopted under the Texas Government Code, §865.006(b), which authorizes the state board to adopt rules as necessary for the administration of the fund. Texas Government Code, §862.001, is affected by this proposal.

§304.2. Departmental Revocation of Participation in the Pension System.

(a) For purposes of this section and §304.3 of this title (relating to Determination of Accrued Benefit):

(1) "Effective date of revocation" means the later of the date upon which the requirements listed in subsection (c) of this section are satisfied or the date upon which the revocation occurs.

(2) "Revocation" means the occurrence of one of the events listed in subsection (b) of this section.

(b) A participating department will revoke, or be deemed to have revoked, its election to participate in the pension system as provided under §862.001(b), Texas Government Code, upon the occurrence of one of the following events:

(1) a department notifies the pension system of its intent to no longer participate in the pension system;

(2) a department ceases to exist or ceases to perform emergency services;

(3) a department ceases to enroll its eligible members in the pension system or to make contributions to the pension system for eligible members as required under Chapter 865, Texas Government Code;

(4) the political subdivision associated with the department establishes a paid department and no longer funds or otherwise maintains the department; or

(5) all members of a department become ineligible to continue participating in the pension system as paid employees pursuant to §304.4(c) of this title (relating to Employees of Participating Departments) or because they are covered by another public retirement system in the state.

(c) In connection with a revocation:

(1) the governing body of the department must provide written notice of its intent to no longer participate in the pension system or the circumstances causing the revocation to occur to the executive director, the governing body of the political subdivision associated with the department, and all current members of the department at least 120 days prior to the date the revocation will occur or, if

such prior notice is not possible, as soon as practicable, provided that the notice period may be shortened or waived by the executive director in his or her sole discretion;

(2) the local board of the department must certify:

(A) that all individuals who have performed emergency services or support services (if applicable) for the department and were eligible to participate in the pension system during the 2 years prior to the date the revocation occurs have been properly enrolled in the pension system; and

(B) the accuracy of the department's membership roster and the total amount of qualified service earned by each current and former member as of the date the revocation occurs;

(3) all affected members of the department as defined in §304.3(a) of this title will become fully vested in such affected member's accrued benefit as determined under §304.3 of this title as of the date the revocation occurs, regardless of the years of qualified service or age of such affected member as of such date, and the affected member's accrued benefit shall be nonforfeitable as of such date; and

(4) no later than 60 days after receipt of the notice required under subsection (c)(1) of this section or notice from the executive director under subsection (d) of this section, the governing body of the political subdivision associated with the department must pay, or enter into an agreement to pay in accordance with subsection (j) of this section:

(A) all required contributions for each month of service performed by members prior to the date the revocation occurs that have not been paid, including, without limitation, contributions for any months of service which have not yet been invoiced by the pension system and for members of the department who were not enrolled in the pension system but should have been during the 2 years prior to the date the revocation occurs; and

(B) the revocation charge as determined under subsection (h) of this section in order to maintain an actuarially sound pension system as required by §862.001(b), Texas Government Code.

(d) If the executive director becomes aware that one of the events listed in subsection (a) of this section has occurred and the governing body of a participating department has not provided notice of such event to the pension system as required under subsection (c)(1) of this section, the executive director will send written notice to the governing body of the participating department and the governing body of the political subdivision associated with the department as soon as administratively possible to inform them that a revocation of the department's election to participate in the pension system has occurred and to notify each party of its responsibilities under this section. If the parties notify the executive director within 30 days of the date of the notice provided under this subsection that the revocation was unintentional and provide evidence satisfactory to the executive director that the circumstances that caused the revocation have been cured, the revocation will be deemed to have not occurred.

(e) The executive director will notify the state board of the occurrence of any revocation under this section at the next meeting of the state board following the effective date of the revocation.

(f) As of the effective date of the revocation:

(1) the revoking department will no longer be considered a participating department in the pension system;

(2) no additional members of the department may be enrolled in the pension system;

(3) no member of the department may accrue additional qualified service or benefits in connection with the performance of emergency services or support services for the department; and

(4) the governing body of the department and the governing body of the political subdivision associated with the department will have no further financial obligations to the pension system, except as provided under an agreement entered into under subsection (c)(4) of this section.

(g) Within 90 days after the effective date of revocation, the executive director will send written notice to each current member, vested terminated member, and retiree of the department by first class mail to the person's most recent address of record on file with the pension system. Such notice will explain how the person's benefits provided under the pension system are affected by the department's revocation, including, without limitation, the immediate vesting of the member's accrued benefit as determined under §304.3 of this title (if applicable), the amount of such accrued benefit, and information related to when and how the member may commence such accrued benefit.

(h) In order to maintain an actuarially sound pension system as required under §862.001(b), Texas Government Code, the governing body of the political subdivision associated with the department that revokes its participation in the pension system will be charged an additional amount as determined by the pension system's actuary in accordance with generally accepted actuarial standards. Such revocation charge shall be an amount equal to the department's allocated share of the pension system's net pension liability. The pension system's net pension liability used to determine the revocation charge under this section is the net pension liability of the pension system as reported in the most recent audited financial report of the pension system as that term is defined by GASB Statement No. 67.

(i) For purposes of this section, the department's allocated share of the pension system's net pension liability shall be equal to the greater of (1) or (2) where:

(1) equals the average of the department's contribution allocation percentage in the 2 most recent audited reports of information required for disclosure by GASB Statement No. 68 (GASB 68); and

(2) equals the average of the department's contribution allocation percentage in the 2 most recent audited reports of information required for disclosure by GASB 68 adjusted for decreases, if any, in the department's contribution rate per month and for decreases, if any, in the number of active members in the 5 most recent planyears.

(j) The governing body of the political subdivision associated with the department may enter into a written agreement with the pension system to pay any unpaid contributions, the revocation charge determined under subsection (h) of this section, or both over a period of time not to exceed 5 years. Interest on such amount due will accrue at the assumed rate of investment return of the pension system at the time the agreement is entered into, except that interest will be waived if full payment of the amount is completed no later than the first (1st) anniversary of the effective date of revocation.

(k) Neither the pension system nor the state board, nor any employee of the pension system, including, without limitation, the executive director, shall be liable to any person for any claim or loss of benefits resulting from the revocation of a department's participation in the pension system.

(1) Notwithstanding anything to the contrary above, the state board may temporarily suspend the ability of any department to voluntarily revoke its election to participate in the pension system as described in subsection (b)(1) of this section if continuing to allow such revocations would have a negative impact on the administration or actuarial soundness of the pension system.

§304.3. Determination of Accrued Benefit.

(a) For purposes of §304.2 of this title (relating to Departmental Revocation of Participation in the Pension System) and this section, an "affected member" means each current member of a participating department who is listed on the department's certified membership roster as required under §304.2(c)(2) of this title and who has not commenced a retirement benefit prior to the date a revocation occurs as determined under §304.2 of this title.

(b) Each affected member will be fully vested in the affected member's accrued benefit in the pension system as of the date the revocation occurs, regardless of the years of qualified service or age of such affected member as of such date, as determined under subsection (c), (d), or (e) of this section, as applicable.

(c) If the affected member has less than 10 years of qualified service with the pension system as of the date the revocation occurs, his or her accrued benefit will be equal to the product of (1) and (2) where:

(1) equals the product of the actual number of years of qualified service the affected member has earned with the pension system, including any partial years, multiplied by five percent (5%); and

(2) equals the full service retirement annuity determined under §308.2(f) of this title (relating to Service Retirement Annuity) based on the department's average monthly Part One contributions as of such date.

(d) If the affected member has at least 10 years but less than 15 years of qualified service with the pension system as of the date the revocation occurs, his or her accrued benefit will be equal to the product of (1) and (2) where:

(1) equals the sum of fifty percent (50%) plus the product of the actual number of years of qualified service, including any partial years, in excess of 10 years that the affected member has earned with the pension system multiplied by ten percent (10%); and

(2) equals the full service retirement annuity determined under §308.2(f) of this title based on the department's average monthly Part One contributions as of such date.

(e) If the affected member has 15 years of qualified service or more with the pension system as of the date the revocation occurs, his or her accrued benefit will be equal to the full service retirement benefit determined under §308.2(f) of this title plus any supplemental benefit determined under §308.2(g) of this title based on the department's average monthly Part One contributions and the affected member's actual years of qualified service as of such date.

(f) An affected member who vests in his or her accrued benefit under this section may commence such accrued benefit upon attaining age 55 by applying for a retirement benefit in accordance with Chapter 864, Texas Government Code.

(g) Accrued benefits of vested terminated members and retirees of a department will not be affected by a department's revocation of its participation in the pension system under §304.2 of this title. A

vested terminated member of such department may commence his or her accrued benefit upon attaining age 55 by applying for a retirement benefit in accordance with Chapter 864, Texas Government Code, and a retiree of such department will continue to receive the retirement benefit he or she was receiving as of the date of such revocation.

§304.4. Employees of Participating Departments.

- (a) In this section, "Code" means the Internal Revenue Code of 1986, as amended.
- (b) Effective September 1, 2019, the 86th Texas Legislature adopted H.B. 3247 which amended §862.002, Texas Government Code, to allow the employees of a participating department to participate in the pension system. Pursuant to the authority granted to the state board under §861.006 (a), Texas Government Code, and as contemplated by §302.7 of this title (relating to Employees of Participating Departments), the state board adopts this rule to ensure the participation of employees of participating departments, whether full-time or part-time, satisfies the plan qualification requirements under §401(a) of the Code and to maintain the status of the pension system as a governmental plan under §414(d) of the Code.
- (c) Notwithstanding §862.002, Texas Government Code, the employees of any department that does not constitute or is not part of a governmental entity or a government-controlled entity are not eligible to participate in the pension system, including, without limitation, a §501(c)(3) or other nonprofit corporation incorporated under state law that contracts with a governmental entity to provide fire protection and emergency response services for the general public or receives public funding for the performance of such services.
- (d) For purposes of this section, a participating department will constitute or will be considered to be a part of a governmental entity if the participating department is a department of a municipality, county, special-purpose district or authority or any other political subdivision of the state of Texas whose employees are considered employees of a governmental entity.
- (e) For purposes of this section, a participating department will constitute or will be considered to be a part of a government-controlled entity if a majority of the governing body of the department is composed of publicly elected or appointed officials of the state of Texas or individuals appointed by such elected or appointed officials, regardless of whether or not the department itself is a governmental entity.
- (f) Solely for purposes of participation in the pension system and, except as otherwise provided below, prior to the first date of participation in the pension system, if a governmental entity or government-controlled entity has both employees and volunteers who are performing emergency services or support services, the governing body of such entity may elect to treat its paid employees as members of a paid department that is separate from its volunteer department, and such paid department may make a separate election as to whether or not to participate in the pension system under §862.001(a-1), Texas Government Code. The governing body of such governmental entity or government-controlled entity must notify the executive director in writing of its election to treat its paid employees as members of a separate department prior to any election to participate in the pension system.
- (g) Notwithstanding subsection (f) of this section, the governing body of a participating department that constitutes or is part of a governmental entity or a government-controlled entity that has made an election to participate in the pension system under §862.001(a-1), Texas Government Code, before

September 1, 2020, may elect to treat its paid employees as members of a separate paid department that will not participate in the pension system by notifying the executive director in writing of its election no later than December 31, 2020. Such paid department will not be considered to have elected to participate in the pension system and its paid employees will not be enrolled as members of the pension system unless a separate election is made by the governing body of the department on behalf of such paid department to participate in the pension system.

(h) Any governmental entity or government-controlled entity that elects to separate its paid employees and volunteers into different departments for purposes of participation in the pension system under this section must maintain separate records for each department, including, without limitation, records related to the enrollment of its members and qualified service earned by each member in such department.

(i) For purposes of determining a member's eligibility to participate in the pension system, if a member performs emergency services or support services as both an employee and a volunteer for the same participating department, such member will not be eligible to earn qualified service for his or her service in both positions unless each position has different roles and responsibilities that are clearly distinct from the roles and responsibilities of the other position.

The agency certifies that legal counsel has reviewed the adoption and found it to be a valid exercise of the agency's legal authority.

Filed with the Office of the Secretary of State on June 29, 2020.

TRD-202002647

Kevin Deiters

Executive Director

Texas Emergency Services Retirement System

Effective date: July 19, 2020

Proposal publication date: April 24, 2020

For further information, please call: (800) 919-3372

Rudd and Wisdom, Inc.

CONSULTING ACTUARIES

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Philip S. Dial, F.S.A.
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Raymond W. Tilotta
Ronald W. Tobleman, F.S.A.
David G. Wilkes, F.S.A.

March 6, 2020

Via E-Mail: Kevin.Deiters@tesrs.texas.gov

Mr. Kevin Deiters, Executive Director
Texas Emergency Services Retirement System
Post Office Box 12577
Austin, Texas 78711-2577

Dear Mr. Deiters:

At your request, I have prepared the attached numerical example of how a proposed board rule for the Texas Emergency Services Retirement System (the System) would be applied. Please let me know if you have any questions. I am planning to be available at the March 10 board meeting to present the attached example.

Sincerely,



Mark R. Fenlaw, F.S.A.

MRF:nlg

i:\clients\fire\wd\2020\statewide\revocation-sample2.docx

**Example of Board Rule on
Revocation Charge**

- A. The revocation charge for a department to revoke its election to participate in the System in order to leave the System actuarially sound is equal to (1) the department's share of the System's net pension liability as determined by the System's actuary plus (2) contributions that should have been made for anyone who was not enrolled in the System but should have been for the last two years as determined by the Executive Director.
- B. The department's share of the System's net pension liability in A(1) is the greater of (1) and (2) where (1) is the average of the department's contribution allocation percentage in the two most recent audited reports of information required for disclosure by GASB Statement No. 68 (GASB 68) and (2) is the average of the department's contribution allocation percentage in the two most recent audited reports of information required for disclosure by GASB 68 adjusted for decreases, if any, in the department's contribution rate per month and for decreases, if any, in the number of active members in the five most recent plan years.
- C. The System's net pension liability used to determine the revocation charge is the net pension liability in the most recent audited financial report of the System as that term is defined by GASB 67.
- D. Sample calculation for the Pasadena Fire Department

Plan Year Ending	Department Contributions	Contribution Allocation Percentage
8/31/2019	\$202,902	4.528%
8/31/2018	211,926	4.425
8/31/2017	199,188	4.118
8/31/2016	184,932	4.037

If the Pasadena Fire Department complied with the rules adopted by the board in 2020, then the revocation charge would be a percentage of the System's net pension liability as of August 31, 2019, \$28,345,563.

If there had been no decreases in the department's contribution rate and no decreases in the department's number of active members in the five most recent plan years, then the revocation charge would equal

$$[(4.528\% + 4.425\%)/2] \times \$28,345,563 = \$1,268,889$$



City of Lucas

City Council Agenda Request

August 6, 2020

Item No. 07

Requester: City Secretary Stacy Henderson

Agenda Item Request

Consider adopting Ordinance 2020-08-00919 calling a bond election for the purpose of issuing City of Lucas, Texas general obligation bonds for fiber optic cable to provide broadband internet service, and the levying of a tax in payment thereof not to exceed \$19,190,000; making provisions for the conduct of a joint election; and resolving other matters incident and related to such election.

Background Information

Due to concerns raised by citizens about the lack of adequate and reliable internet service, 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 provided recommendations to the City Council and City Manager on issues of community-wide interests relating to information technology and internet services.

The City moved forward with acquiring the services of Magellan Advisors to conduct a broadband feasibility study which includes a conceptual network design and financial model. The purpose of the study is to determine if it is feasible for the City to implement and operate a sustainable broadband network to provide internet service to Lucas residents within city limits.

The following is a timeline of the City's efforts in researching internet solutions to date:

- | | |
|--------------------------|---|
| September - October 2018 | The City released the Technology & Communication Survey to the community to obtain feedback regarding internet service and city communication efforts in Lucas. |
| November 2018 | 400 household responses were collected from the Technology and Communication Survey and results were presented to City Council. |
| January 2019 | City Council appointed members of the Technology Committee. Technology Committee held their first meeting and determined items to research and collect information regarding internet service. |
| February - April 2019 | Technology Committee explored opportunities to steer interest from current Internet Service Providers (ISPs) to expand and/or improve internet service. The overall response from ISPs indicated there are no business plans to expand existing networks or rebuild |



City of Lucas

City Council Agenda Request

August 6, 2020

infrastructure due to low return on investment, low density housing, and large residential lots.

May - August 2019

The City developed the Internet Speed Test where 514 households reported internet speeds, service providers, and infrastructure. Internet speed data was used to geographically map internet speeds throughout Lucas.

August - September 2019

Technology Committee researched municipal broadband networks and traveled alongside city staff to Mont Belvieu, Texas, to meet with the City of Mont Belvieu and discuss MB Link, the first municipally owned and operated broadband network in the State.

October 2019

City Council approved the Technology Committee's recommendation to acquire the services of a broadband consultant to conduct a broadband feasibility study.

November 2019

City staff and Technology Committee developed key content in the Request for Proposal to acquire the services of a broadband consultant to conduct a broadband feasibility study which includes a conceptual network design and financial model.

December 2019

The Request for Proposal was finalized and published to garner interest from broadband developers and consultants to conduct the broadband feasibility study.

January - February 2020

The City received seven proposals in response to the Request for Proposal and the Technology Committee reviewed, scored, and ranked each proposal based on a set of evaluation factors. The City Council approved the Technology Committee's recommendation to acquire the services of Magellan Advisors to conduct the broadband feasibility study.

March 2020

A formal contract was executed between the City and Magellan Advisors to conduct the broadband feasibility study.

April 2020

Magellan Advisors collected data and necessary information from the City to develop the conceptual network design and estimate costs.

May 27, 2020

Magellan Advisors held a broadband project meeting with City Council and Technology Committee to review the preliminary conceptual network design and estimated construction costs.



City of Lucas

City Council Agenda Request

August 6, 2020

June 4, 2020	City Council meeting with discussions regarding broadband project timelines, milestones, funding, and the potential bond election.
June 17, 2020	Magellan Advisors held a broadband project meeting with City Council to review the preliminary financial model.
June 18, 2020	City Council meeting to discuss the preliminary financial model, recommendations, funding strategies, and information from the City's Financial Advisor.
June 29, 2020	Magellan Advisors held a broadband project meeting with City Council to review the adjusted financial model.
June 30, 2020	Magellan Advisors held a broadband project meeting with Technology Committee to provide an update on the overall project.
July 2, 2020	City Council meeting with final recommendations regarding the adjusted financial model.
July 16, 2020	City Council meeting with overview of the broadband feasibility draft study provided by Magellan Advisors.
July 27, 2020	Magellan Advisors held a broadband project meeting with City Council to review the finalized broadband feasibility study.
July 28, 2020	Magellan Advisors submits completed broadband feasibility study to the City.
July 30, 2020	Budget Workshop/Special City Council meeting with discussions regarding the broadband project, feasibility study, and potential bond election date.
August 6, 2020	City Council meeting to consider calling a special bond election for the broadband project on November 3, 2020.

Attachments/Supporting Documentation

1. Ordinance 2020-08-00919
2. Fiber Project Analysis by Samco Capital will be sent out under separate attachment.



City of Lucas

City Council Agenda Request

August 6, 2020

Budget/Financial Impact

NA

Recommendation

NA

Motion

I move that the City Council adopt Ordinance 2020-08-00919 calling a bond election for the purpose of issuing City of Lucas, Texas general obligation bonds for fiber optic cable to provide broadband internet service, and the levying of a tax in payment thereof of not to exceed \$19,190,000; making provisions for the conduct of a joint election; and resolving other matters incident and related to such election.

Ordinance 2020-08-00919

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF LUCAS, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

WHEREAS, the City Council (the *Council*) of the CITY OF LUCAS, TEXAS (the *City*), located in Collin County, Texas (the *County*), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will contract with the Elections Administrator (the *Administrator*) of the County to conduct all aspects of the Election; and

WHEREAS, the Election will be held jointly with other political subdivisions (such other political subdivisions, collectively, the *Participants*) for whom the County is also conducting their elections, as provided pursuant to the provisions of one or more joint election agreements or contracts among the City, the County, and the Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code, or other applicable law, pursuant to which the County will conduct all aspects of the Election on the City's behalf;

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Election shall be held in the CITY OF LUCAS, TEXAS on the 3rd day of November, 2020 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the *Ordinance*), for the purpose of submitting the following proposition to the qualified voters of the City:

PROPOSITION B

“Shall the City Council of the City of Lucas, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$19,190,000 for the purpose of making

permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, purchasing, renovating, enlarging, improving, installing, and equipping fiber optic cable to provide broadband internet service and related facilities within the City, and the purchase of materials, supplies, equipment, machinery, landscaping, land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, such bonds to mature serially or otherwise (not more than 20 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit A to this Ordinance (which is incorporated herein by reference for all purposes). At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the City, acting through the Mayor, the City Manager, or the designee thereof, in coordination with the Administrator, or the designee thereof, as necessary or desirable, will appoint the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Ordinance based upon the final locations and times agreed upon by the Administrator, the City, and the Participants to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

The County participates in the Countywide Polling Place Program under Section 43.007, as amended, Texas Election Code, meaning that any City voter can vote in the Election at any polling place identified in Exhibit A.

C. The main early voting location is designated in Exhibit B to this Ordinance (which is hereby incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to

conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Administrator, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the City to serve as members of the Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4: The City is authorized to utilize a Central Counting Station (the *Station*) as provided by Section 127.001, *et seq.*, as amended, Texas Election Code. The Administrator, or the designee thereof, is hereby appointed as the Manager of the Station, who will establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code. The Council hereby authorizes the Administrator, or the designee thereof, to appoint the Presiding Judge of the Station, the Tabulation Supervisor, and the Programmer for the Station and may appoint Station clerks as needed or desirable. The Administrator will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION B

“THE ISSUANCE OF NOT TO EXCEED \$19,190,000 OF CITY OF LUCAS, TEXAS GENERAL OBLIGATION BONDS FOR FIBER OPTIC CABLE TO PROVIDE BROADBAND INTERNET SERVICE, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance and the voter information attached as Exhibit C, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City’s internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City’s internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of its fiscal year beginning October 1, 2019, had outstanding an aggregate principal amount of debt equal to \$25,045,000; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$6,892,237; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.1187 per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the Council’s adoption of this Ordinance, the maximum interest rate for any series of bonds authorized at the Election is 3.25% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 20 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 20-year period from their respective date of issue.

The foregoing estimated maximum net effective interest rate and amortization period are only estimates, provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their respective designee, to negotiate and enter into one or more joint election agreements and/or similar contracts or agreements with the County, acting by and through the Administrator, and any

Participants if desired or required to comply with applicable law, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the Mayor, the City Manager, or their respective designee of either of such parties to make such technical modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the County pursuant to a joint election agreement, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such joint election agreement shall be binding upon the City and are hereby determined by the Council to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same. By incorporating all essential terms necessary for a joint election agreement, this Ordinance is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the City Council. To the extent needed or desirable, the Administrator is hereby appointed joint custodian of voted ballots for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * * *

PASSED AND APPROVED on the 6th day of August, 2020.

CITY OF LUCAS, TEXAS

Mr. Jim Olk
Mayor

ATTEST:

Ms. Stacy Henderson
City Secretary

(CITY SEAL)

[Signature Page to City of Lucas, Texas Ordinance Calling a Bond Election]

Exhibit A

ELECTION DAY PRECINCTS AND POLLING PLACES

Election Day: Tuesday, November 3, 2020

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judge(s) and Alternate(s): to be named by the Administrator

TENTATIVE

Polling Location Attached

*** County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified above.

[The remainder of this page intentionally left blank.]

Exhibit B

EARLY VOTING

Early voting begins Tuesday, October 13, 2020 and ends on Friday, October 30, 2020.

Early Voting Clerk
Bruce Sherbet
Collin County Elections
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069

Presiding Judge of the Early Voting Ballot Board: to be named by the County Clerk.
Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site.

Main Early Voting Polling Place, Dates, and Times

Dates

Times

See Attached Exhibit

Permanent Early Voting Polling Places, Dates, and Times

Dates

Times

See Attached Exhibit

Early Voting By Mail

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on [Day], October 23, 2020. Applications should be sent to:

Early Voting Clerk
Bruce Sherbet
Collin County Elections
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069
email: absenteemailballoting@collincountytexas.gov

[The remainder of this page intentionally left blank.]

Exhibit C

VOTER INFORMATION DOCUMENT

City of Lucas, Texas Proposition B:

<input type="checkbox"/> FOR	
<input type="checkbox"/> AGAINST	

principal of debt obligations to be authorized	\$19,190,000
estimated interest for the debt obligations to be authorized presuming an interest rate of 3.25%	\$5,919,225
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 20 years	\$25,109,225
as of the date the election was ordered, principal of all outstanding debt obligations	\$23,630,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$6,074,620
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 20 years	\$29,714,620
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved This figure assumes the amortization of the City's debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; and the assumed interest rate on the proposed debt obligations.	\$0.00

[The remainder of this page intentionally left blank.]

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Note: The below list contains potential Vote Centers for the November 3, 2020 General and Special Elections. The list of Vote Centers will be revised as locations are confirmed. Eligible Collin County registered voters (with an effective date of registration on or before October 5, 2020) may vote at any Election Day Vote Center location.

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley	Richardson
Allen Event Center	200 E Stacy Rd	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Armstrong Middle School	3805 Timberline	Plano
Benton Staley Middle School	6927 Stadium Drive	Frisco
Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
Bethany Elementary School	2418 Micarta Drive	Allen
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge
Bowman Middle School	2501 Jupiter Road	Plano
Boyd Elementary School	800 S jupiter Road	Allen
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Centennial High School	6901 Coit Road	Frisco
Chandler Elementary School	1000 Water Oak Drive	Allen
Christ Fellowship-McKinney Campus	2801 Orchid Dr.	McKinney
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Christie Elementary School	10300 Huntington Road	Frisco
Clark High School	523 Spring Creek	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Community ISD Technology and Conference Center	611 FM 1138	Nevada
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Dr. Pepper Star Center - Champions Café	6993 Stars Ave.	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
Fairview Town Hall	372 Town Place	Fairview
First Baptist Church - Josephine	300 S. Main Street	Josephine
First Baptist Church - Princeton	511 Jefferson St.	Princeton
First Baptist Church -Branch	7011 FM 546	Princeton
First Baptist Church Farmersville - Youth Building	201 Farmersville Pkwy.	Farmersville
First Baptist Church Frisco	7901 Main Street	Frisco
Forman Elementary School (Plano ISD)	3600 Timberline Dr	Plano
Fowler Middle School	3801 McDermott Road	Plano

November 3, 2020

Exhibit "A"

**General Special Elections
Potential Election Day Vote Centers**

Frankford Middle School (PISD)	7706 Osage Plaza Parkway	Dallas
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gateway Prosper Campus	4331 E Prosper Trail	Prosper
Gay Library	6861 W. Eldorado Parkway	McKinney
George Bush Elementary School	2000 Eagle Aerie Lane	St Paul
Haggard Elementary School	17820 Campbell Road	Dallas
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Pkwy.	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
Islamic Association of Collin County	6401 Independence Pkwy.	Plano
John Q. Hammons Center - Courtyard Marriott	210 East Stacy Road	Allen
Josephine City Hall	201 Main Street	Josephine
Kerr Elementary School	1325 Glendover Drive	Allen
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Light Farms Elementary School	1100 Cypress Creek Way	Celina
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lowery Freshman Center	601 E Main Street	Allen
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing
Lucas Community Center	665 Country Club Road	Lucas
Maus Middle School	12175 Coit Road	Frisco
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
McKinney Senior Recreation Center	1400 S. College	McKinney
Meadows Elementary School	2800 18th Street	Plano
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Miller Elementary School	5651 Coventry Drive	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Plano Senior Center	401 W. 16th Street	Plano
Preston Trail Community Church	8055 Independence Parkway	Frisco
Prestonwood Church	1001 w Prosper Trail	Prosper
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City ISD Mike McKinney Maintenance Facility	1420 FM 1777	Royse City
Sachse Community Center	3815 Sachse Road	Sachse
Seis Lagos Community Services Association	222 Seis Lago Trail	Wylie
Shepton High School	5505 Plano Pkwy.	Plano
Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano

Revised 07/20/2020

November 3, 2020

Exhibit "A"

**General Special Elections
Potential Election Day Vote Centers**

Slaughter Elementary	2706 Wolford Ave	McKinney
Smith Library	300 Country Club	Wylie
Stinson Elementary School	4201 Greenfield Drive	Richardson
Stonebridge Country Club	7003 Beacon Hill Road	McKinney
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Story Elementary School	1550 Edelweiss Drive	Allen
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Terry Pope Administration Building	611 North FM 1138	Nevada
The Star in Frisco	1 Cowboys Way	Frisco
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
Toyota Stadium	9200 World Cup Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson
Weston Community Center	117 Main Street	Weston
Woodcreek Church	3400 E. Renner Road	Richardson

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Exhibit "B"

Note: The below list contains **potential** Early Voting Polling Locations for the November 3, 2020 General and Special Elections. The list of Polling Locations will be revised as locations are confirmed.

Polling Place	Address	City
Allen Event Center	200 E Stacy Road	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ Fellowship	2801 Orchid Dr.	McKinney
Christ United Methodist Church	3101 Coit Road	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Davis Library	7501 Independence Parkway	Plano
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church Princeton	511 Jefferson St.	Princeton
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Josephine City Hall	201 Main Street	Josephine
Lavon City Hall	120 School Road	Lavon
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lucas Community Center	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Smith Library	300 Country Club	Wylie
The Star in Frisco	1 Cowboy Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before October 5, 202) may vote at any early voting location.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 11	October 12	October 13 Early Voting 8am -5pm	October 14 Early Voting 8am -5pm	October 15 Early Voting 8am -5pm	October 16 Early Voting 8am -5pm	October 17 Early Voting 7am -7pm
October 18 Early Voting 1pm - 6pm	October 19 Early Voting 7am -7pm	October 20 Early Voting 7am -7pm	October 21 Early Voting 7am -7pm	October 22 Early Voting 7am -7pm	October 23 Early Voting 7am -7pm	October 24 Early Voting 7am -7pm
October 25 Early Voting 1pm - 6pm	October 26 Early Voting 7am - 7pm	October 27 Early Voting 7am - 7pm	October 28 Early Voting 7am - 7pm	October 29 Early Voting 7am - 7pm	October 30 Early Voting 7am - 7pm	October 31

City of Lucas, Texas
Fiber Project Analysis: Scenario 4 Final Magellan Recommendation
July 29, 2020

A	B	C	D	E	F	G	H	I	J	L	M	N	O	P
FYE (9/30)	\$11,325,000 Plant and Facilities	\$1,800,000 Working Capital	\$3,470,000 Network Equipment	\$2,595,000 Home Equipment	\$19,190,000 Total ⁽¹⁾	Revenues ⁽²⁾	Operating Expenses (2)	Operating Income (G-H) ⁽²⁾	Capital Expenditures ⁽³⁾	Use of Working Capital (4)	Available for Debt Service (I+J+K+L)	Less: Debt Service (F)	Surplus / (Deficit) (M+N)	Cumulative Surplus / (Deficit) ⁽⁵⁾
2021							\$ -	\$ -	\$ 711,839		\$ (711,839)	\$ -	\$ (711,839)	\$ (711,839)
2022							345,501	(345,501)	-		(345,501)	-	(345,501)	(1,057,340)
2023	\$ 368,063	\$ 151,956	\$ 407,900	\$ 413,894	\$ 1,341,813	\$ 315,016	1,119,364	(804,348)	-	\$ 1,119,364	315,016	(1,341,813)	(1,026,796)	(2,084,136)
2024	368,063	153,788	407,988	412,844	1,342,681	1,390,812	1,141,788	249,024	-	680,636	929,660	(1,342,681)	(413,021)	(2,497,157)
2025	368,063	150,538	407,750	416,388	1,342,738	2,347,108	1,204,754	1,142,353	-	-	1,142,353	(1,342,738)	(200,384)	(2,697,541)
2026	864,856	152,206	407,188	414,525	1,838,775	2,880,591	1,252,760	1,627,831	-	-	1,627,831	(1,838,775)	(210,944)	(2,908,486)
2027	868,119	153,713	406,300	412,338	1,840,469	3,178,478	1,291,074	1,887,405	-	-	1,887,405	(1,840,469)	46,936	(2,861,550)
2028	865,813	150,138	405,088	414,744	1,835,781	3,278,498	1,324,190	1,954,309	-	-	1,954,309	(1,835,781)	118,527	(2,743,022)
2029	867,938	151,481	403,550	416,663	1,839,631	3,342,938	1,356,559	1,986,379	-	-	1,986,379	(1,839,631)	146,748	(2,596,275)
2030	869,413	152,663	406,606	-	1,428,681	3,409,166	1,389,845	2,019,321	-	-	2,019,321	(1,428,681)	590,640	(2,005,635)
2031	865,319	148,763	404,256	-	1,418,338	3,440,654	1,423,019	2,017,634	-	-	2,017,634	(1,418,338)	599,297	(1,406,338)
2032	865,656	149,781	406,500	-	1,421,938	3,448,874	1,456,057	1,992,817	-	-	1,992,817	(1,421,938)	570,879	(835,459)
2033	865,344	150,638	-	-	1,015,981	3,456,794	1,493,933	1,962,861	-	-	1,962,861	(1,015,981)	946,880	111,421
2034	869,300	151,331	-	-	1,020,631	3,469,142	1,529,017	1,940,124	-	-	1,940,124	(1,020,631)	919,493	1,030,914
2035	867,525	151,863	-	-	1,019,388	3,481,309	1,565,145	1,916,165	-	-	1,916,165	(1,019,388)	896,777	1,927,691
2036	865,100	152,231	-	-	1,017,331	3,490,879	1,602,203	1,888,676	-	-	1,888,676	(1,017,331)	871,345	2,799,036
2037	866,944	152,438	-	-	1,019,381	3,500,149	1,640,328	1,859,821	-	-	1,859,821	(1,019,381)	840,440	3,639,475
2038	867,975	-	-	-	867,975	3,510,547	1,679,577	1,830,970	-	-	1,830,970	(867,975)	962,995	4,602,470
2039	868,194	-	-	-	868,194	3,520,645	1,701,332	1,819,313	-	-	1,819,313	(868,194)	951,119	5,553,590
2040	867,600	-	-	-	867,600	3,530,292	1,742,296	1,787,997	-	-	1,787,997	(867,600)	920,397	6,473,986
2041	866,194	-	-	-	866,194	3,539,640	1,804,200	1,735,440	-	-	1,735,440	(866,194)	869,246	7,343,232
2042	868,894	-	-	-	868,894	3,547,560	1,848,107	1,699,453	-	-	1,699,453	(868,894)	830,559	8,173,791
	15,844,369	2,273,525	4,063,125	2,901,394	25,082,413				711,839	\$1,800,000				

⁽¹⁾ Interest calculated at an assumed rate of 3.25% for illustrative purposes only.

⁽²⁾ Revenue and expense projections from Magellan Advisors proforma contained within their Broadband and Feasibility Study as of July 2020v.5.

⁽³⁾ Capital Expenditure represents unfinanced portion of capital expenditures made prior to debt financings contemplated for February 1, 2022.

⁽⁴⁾ Working capital from financings (assuming it represents less than 10% of debt proceeds) to be used for operating expenditures and NOT debt service.

⁽⁵⁾ Total shortfall of \$2,840,186 recognized over first 6 years and recovered subsequently over the following 6 years shown above. **This analysis does not consider the funding 'Reserve Fund Requirements' as outlined in Magellan's proforma analysis.**



City of Lucas

City Council Agenda Request

August 6, 2020

Item No. 08

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

An Executive Session is not scheduled for this meeting.

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request August 6, 2020

Requester: Mayor Jim Olk

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA