



AGENDA

City of Lucas City Council Meeting July 1, 2021

7:00 PM

City Hall, Council Chambers and 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, July 1, 2021 beginning at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, 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. City Council meetings will also be available through Zoom from your computer or smartphone. To join the meeting, please click this URL:

<https://zoom.us/j/95534828374?pwd=ZkJ5cTZkVWNEl3o0WFNCQXBjQ0RvZz09> and enter your name and email address.

To join by phone: 1-346-248-7799

Webinar ID: 955 3482 8374

Passcode: 712285

If you would like to watch the meeting live, and not participate via Zoom, you may go to the City's live streaming link at <https://www.lucastexas.us/live-streaming-videos/>.

If the public desires to speak during a specific agenda item, they must email shenderson@lucastexas.us by 4:00 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. You may also communicate and send your comments to the City Councilmembers directly by emailing citycouncil@lucastexas.us.

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 June 17, 2021 City Council meeting. **(City Secretary Stacy Henderson)**

Regular Agenda

- 4. Consider approval of Resolution R 2021-07-00515 for the petition of annexation submitted by Sue Blankenship with Huffines Development on behalf of Scott and Erica Erickson proposing annexation of a 73.31-acre tract of land into the Collin County Water Control and Improvement District Number 3, situated in the Dennis Kinsaul Survey Abstract Number 502, in the City of Lucas ETJ, Collin County, Texas. **(Development Services Director Joe Hilbourn)**
- 5. Consider approval of the Development Agreement proposed by Sue Blankenship with Huffines Development on behalf of Scott and Erica Erickson and Huffines Development for a 73.31-acre tract of land as described in Exhibit A and depicted in Exhibit B to allow said parcel to be part of the adjacent Inspiration development. **(Development Services Director Joe Hilbourn)**
- 6. Consider recommendations from the Lemontree Drainage Analysis provided by Birkhoff, Hendricks & Carter and provide direction to the City Manager. **(City Engineer Stanton Foerster)**
- 7. Consider recommendations from the Stinson Culvert – Inspection & Repair Recommendations Report provided by BCC Engineering and provide direction to the City Manager. **(City Engineer Stanton Foerster)**
- 8. Consider recommendations from the Winningkoff Culvert – Inspection & Repair Recommendations Report provided by BCC Engineering and provide direction to the City Manager. **(City Engineer Stanton Foerster)**
- 9. Consider an engineering design update regarding the Snider Bridge reconstruction and alignment provided by BCC Engineering and provide direction to the City Manager. **(City Engineer Stanton Foerster)**
- 10. Provide an update and informational items relating to the Bait Shop Waterline project under design by Huitt-Zollars. **(City Engineer Stanton Foerster)**

11. Review the City of Lucas Noise Ordinance 2008-05-00611 and discuss possible changes to the ordinance. (Councilmember Debbie Fisher)
12. Consider the use of Zoom video conferencing for City Council and all board/commission meetings and provide direction to City staff. (City Council)

Executive Agenda

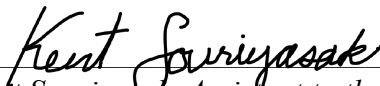
13. An Executive Session is not scheduled for this meeting.

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.

14. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
15. 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 June 25, 2021.



Kent Souriyasak, Assistant to the City Manager

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



City of Lucas City Council Agenda Request July 1, 2021

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 City Council Agenda Request July 1, 2021

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

City Council Agenda Request

July 1, 2021

Requester: City Secretary Stacy Henderson

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the June 17, 2021 City Council meeting.

Background Information

NA

Attachments/Supporting Documentation

1. Minutes of the June 17, 2021 City Council meeting.

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



City of Lucas City Council Meeting

June 17, 2021

7:00 P.M.

City Hall, Council Chambers and Video Conference
City Hall, 665 Country Club Road, Lucas, Texas

MINUTES

City Councilmembers Present:

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

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
City Engineer Stanton Foerster
Contract City Engineer Joe Grajewski
Management Analyst Patrick Hubbard
Fire Chief Ted Stephens

City Councilmember Absent:

Councilmember Phil Lawrence

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

Citizen Input

1. Citizen Input

Patrick Moore, residing in the Wolf Creek Subdivision, noted his concerns about city-wide drainage and would like to take part in reviewing the reports related to drainage.

Community Interest

2. Community Interest.

Mayor Olk discussed upcoming events related to the Farmers Market and the CPR Training Class being offered. Councilmember Fisher noted that she was hosting a historical display at upcoming farmers markets. Councilmember Johnson discussed fiber that was being expanded in Lucas within certain neighborhoods.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the June 3, 2021 City Council meeting.

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

Regular Agenda

4. **Consider approval of an application for a site plan, landscape plan, elevations, and final plat submitted by the property owner Bill Shipley on behalf of Tractor Supply for use as a commercial farm and garden retail center on a 5.56-acre tract of land in the William Snider Survey, Abstract Number 821, situated in the City of Lucas, Collin County, Texas, located at 495 South Angel Parkway.**

Development Services Director Joe Hilbourn gave a presentation regarding the specific requirements of the proposed site plan, elevations, landscape plan, and final plat for Tractor Supply.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to approve the site plan, landscape plan, elevations, and final plat for Tractor Supply for use as a commercial farm and garden retail center on a 5.56-acre tract of land in the William Snider Survey, Abstract Number 821, situated in the City of Lucas, Collin County, Texas, located at 495 South Angel Parkway. The motion passed unanimously by a 6 to 0 vote.

5. **Consider the provision of Law Enforcement Services by Collin County Sheriff's Office, receive a presentation from Collin County Sheriff's Office and provide guidance to the City Manager regarding contractual negotiations.**

Assistant Deputy Chief Mitch Selman and Captain Andrew Hatch discussed with the City Council the calls for service, service trends, arrest trends, statistical data, assignment of deputies, and appropriate times to consider adding additional deputies.

The City Council requested additional information related to calls for service from the Collin County Sheriff's Office in the Seis Lagos area, Brockdale area, and areas outside the City.

This item was for discussion purposes only, no formal action was taken. The City Council will discuss this item further at the budget workshop on July 15, 2021.

6. **Consider information provided by Birkhoff, Hendricks & Carter and review status of drainage conditions regarding Lemontree Estates and Kingswood Estates drainage and related watershed and provide direction to the City Manager.**

Patrick Hubbard, Management Analyst recapped the 2019 drainage report conducted in the Lemontree/Kingswood neighborhood and discussed items from the report that had been completed by either the City or the property owners.

The City Council reviewed items from the report discussing in detail items that remain to be addressed.

The following individuals requested to speak:

- Bill Gunn, Lucas resident, discussed drainage improvements needed and ordinances in place to enforce property owners to repair drainage items on their property.
- Jim Iannucci, Lucas resident, discussed drainage improvements needed, culvert design, and concerns about groundwater flow flooding the area.
- Katherine Hufstetler, 18 Glenbrook Circle, discussed drainage concerns at her residence.
- Joy Sheffield, 40 Citrus Way, Lucas resident in Lemontree subdivision, discussed the drainage ditch created around their home, and requested regulations that homeowners could use property improvements.
- Camille Tower, 15 Kingswood Drive, discussed drainage in her area.
- Travis Wieck, 38 Citrus Way, asked when the drainage would be fixed.
- Patrick Moore, 2802 Ginny Court, discussed drainage concerns and laws he believed the City was not following
- Lynn Myers, 30 Citrus Way, discussed drainage improvements needed and the affect new development had on existing drainage problems.
- Donna Hubert, 400 Shiloh Drive, discussed drainage concerns on her property.
- Lauren Ulibarri, 1 Broadmoor Way, asked what neighborhoods would be targeted for the drainage study and what company would conduct the study.

Mayor Olk read emails from the following individuals:

- Fred Davis, 7 Kingswood Drive, discussed the need for drainage improvements to be completed.
- Paul Carvalho, 5 Kingswood Drive, discussed the need for drainage improvements to be completed.

The City Council directed City staff to address the following items:

- Obtain scope from Birkhoff, Hendricks and Carter regarding the following items:
 - Citrus Way culvert between properties 7 and 9
 - Redirecting water to flow on both sides of Orchard Road
 - Determine what steps would be needed to restore the current/existing drainage
- Work with TxDOT to correct the Claremont Springs neighborhood drainage
- Complete maintenance activity and remove concrete and silt within the Lynn Lane culvert
- Ensure Lovejoy High School completes drainage updates per the design criteria
- Obtain topographical study from property owner on Rimrock Estates where detention pond was filled in to determine if drainage is flowing properly
- Place the entire Lemontree/Kingswood Drainage study on the City's website

There was no formal action taken on this item.

7. Discussion and provide direction regarding stormwater and drainage projects and regulations regarding the same.

The City Council discussed drainage enforcement on private property, budgeting funds to correct drainage in certain neighborhoods, areas where drainage improvements are needed, and drainage plans associated with new development.

The City Council asked City staff to complete the following:

- Obtain a Request for Qualifications for review and update of Stormwater Ordinance.
- Update the 1989 flowchart to reflect current ordinances or remove entirely.
- Discuss detention pond requirements included with homeowners associations to determine if individual lots are needed and obtain proper easements.
- Set aside funds for small neighborhood-specific drainage studies and provide staff recommendation regarding specific neighborhoods on basin that should be studied.
- Inquire with the Town of Fairview on recent studies completed in their town, if FEMA established flood plains, or a private firm was needed.
- Discuss the role of code enforcement in the City's stormwater system.

There was no formal action taken on this item.

Executive Session

8. Executive Session.

An Executive Session was not held at this meeting.

9. Adjournment.

MOTION: A motion was made by Councilmember Keer seconded by Councilmember Johnson to adjourn the meeting at 9:53 pm.

APPROVED:

ATTEST:

Mayor Jim Olk

City Secretary Stacy Henderson



City of Lucas

City Council Agenda Request

July 1, 2021

Item No. 04

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approval of Resolution R 2021-07-00515 for the petition of annexation submitted by Sue Blankenship with Huffines Development on behalf of Scott and Erica Erickson proposing annexation of a 73.31-acre tract of land into the Collin County Water Control and Improvement District Number 3, situated in the Dennis Kinsaul Survey Abstract Number 502, in the City of Lucas ETJ, Collin County, Texas.

Background Information

On May 6, 2021, the City received a Petition for Consent to Addition of Land to a Water Control and Improvement District submitted by Sue Blankenship with Huffines Development on behalf of Scott and Erica Erickson. The petition is requesting the annexation of approximately 73.31-acre tract of land, which lies in the extraterritorial jurisdiction of the City of Lucas, into Collin County Water Control and Improvement District Number 3. The annexation would add approximately 73.31-acre tract of land to the Inspiration development.

Pursuant to the Texas Local Government Code, Section 42.0425, the City may consent to the area being annexed into the District to Lake Lavon LLC (Inspiration development). If the City fails or refuses to grant permission for the inclusion of land into the District within 90 days after receipt of the written request (August 4, 2021), the owner may petition the City requesting that the water and sanitary sewer services requested in the petition be made available by the City. The failure to enter into such an agreement for services within 120 days shall constitute authorization for the inclusion of the land into the District.

The District has also provided a proposed development agreement for consideration by the City if the City grants the approval of the petition. The proposed development agreement gives consideration for Osage Lane to be improved from a variable width asphalt road to a 24-foot-wide concrete road for the portion of Osage Lane that the City is responsible for maintaining.

Attachments/Supporting Documentation

1. Resolution R 2021-07-00515 [Collin County Water Control and Improvement District No. 3 Land Addition]
2. Petition for Consent to Addition of Land to a Water Control and Improvement District
3. Proposed Development Agreement

Budget/Financial Impact

NA



City of Lucas
City Council Agenda Request
July 1, 2021

Recommendation

City staff recommends approval of Resolution R 2021-07-00515 for the petition of annexation of a 73.31-acre tract of land into the Collin County Water Control and Improvement District Number 3, situated in the Dennis Kinsaul Survey Abstract Number 502, in the City of Lucas ETJ, Collin County, Texas.

The proposed development agreement is pending approval by the City Council as a separate agenda item to follow.

Motion

I make a motion to approve/deny Resolution R 2021-07-00515 for the petition of annexation of a 73.31-acre tract of land into the Collin County Water Control and Improvement District Number 3, situated in the Dennis Kinsaul Survey Abstract Number 502, in the City of Lucas ETJ, Collin County, Texas.



RESOLUTION R 2021-07-00515

[Collin County Water Control and
Improvement District No. 3 Land Addition]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS CONSENTING TO THE ADDITION OF CERTAIN LAND INTO COLLIN COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3

WHEREAS, on July 1, 2021, the City of Lucas, Texas (the “City”) received the Petition for Consent to Annexation of Land into Collin County Water Control and Improvement District No. 3 (the “Petition”) executed by Scott Erickson and Erica Lynn Erickson (collectively, the “Petitioners”), attached hereto as Exhibit “A”; and

WHEREAS, the Petition seeks to add that certain tract of land described therein (the “Property”) to Collin County Water Control and Improvement District No. 3 (the “District”), the same being wholly located in the extraterritorial jurisdiction of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the extraterritorial jurisdiction of a city, town or village may not be added to the District without the written consent of such city, town or village; and

WHEREAS, the City Council of the City desires to adopt a Resolution for the purpose of consenting to the addition of the Property to the District.

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

SECTION 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

SECTION 2. That the City Council hereby gives its written consent, pursuant to Section 42.0425, Texas Local Government Code, to the addition of the Property to the District.

SECTION 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

DULY RESOLVED AND ADOPTED by the City Council of the City of Lucas, Texas, on the 1st day of July 2021.

ATTEST:

Stacy Henderson, City Secretary

APPROVED:

Jim Olk, Mayor

EXHIBIT "A"
Petition for Consent

PETITION FOR CONSENT TO ADDITION OF LAND TO A
WATER CONTROL AND IMPROVEMENT DISTRICT

THE STATE OF TEXAS §

COUNTY OF COLLIN §

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

The undersigned, Scott Erickson and Erica Lynn Erickson (the "Owners"), respectfully petition the City of Lucas, Texas for its consent to the addition of land to the land to Collin County Water Control and Improvement District No. 3 (the "District"). In support of this Petition, the Owners would show the following:

I.

The approximately 73.31 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Collin County, and not within the boundaries of any incorporated city or town. The Tract lies wholly within the exclusive extraterritorial jurisdiction of the City of Lucas, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Owners are the holders of title to the Tract as shown by the Collin County Tax Rolls and conveyances of record. There are no lienholders on the Tract.

IV.

The District was organized pursuant to an Order of the Texas Commission on Environmental Quality (the "Commission") dated March 15, 2011, pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended, and confirmed at an election held for said purposes within and for said District on November 8, 2011. Through the enactment of Senate Bill 1852 (codified at Chapter 9043, Special District Local Laws Code) by the Texas Legislature, effective June 14, 2013, the District was granted the power under Article III, Section 52 of the Texas Constitution, to design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance of macadamized, graveled, or paved roads and turnpikes, or improvements, including storm drainage, in aid of those roads.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants, and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer, storm drainage system, and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and is now estimated by the District, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$14,400,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Lucas, Texas adopt a resolution giving its written consent to the addition of the Tract to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

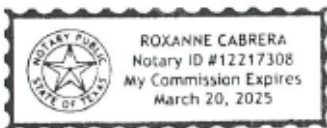
"OWNER"

By: [Signature]
Scott Erickson

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 22 day of April, 2021, by Scott Erickson in the capacity herein stated.



(NOTARY SEAL)

[Signature]
Notary Public in and for the State of Texas

"OWNER"

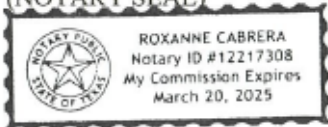
By: [Signature]
Erica Lynn Erickson

THE STATE OF TEXAS §

COUNTY OF Dallas §

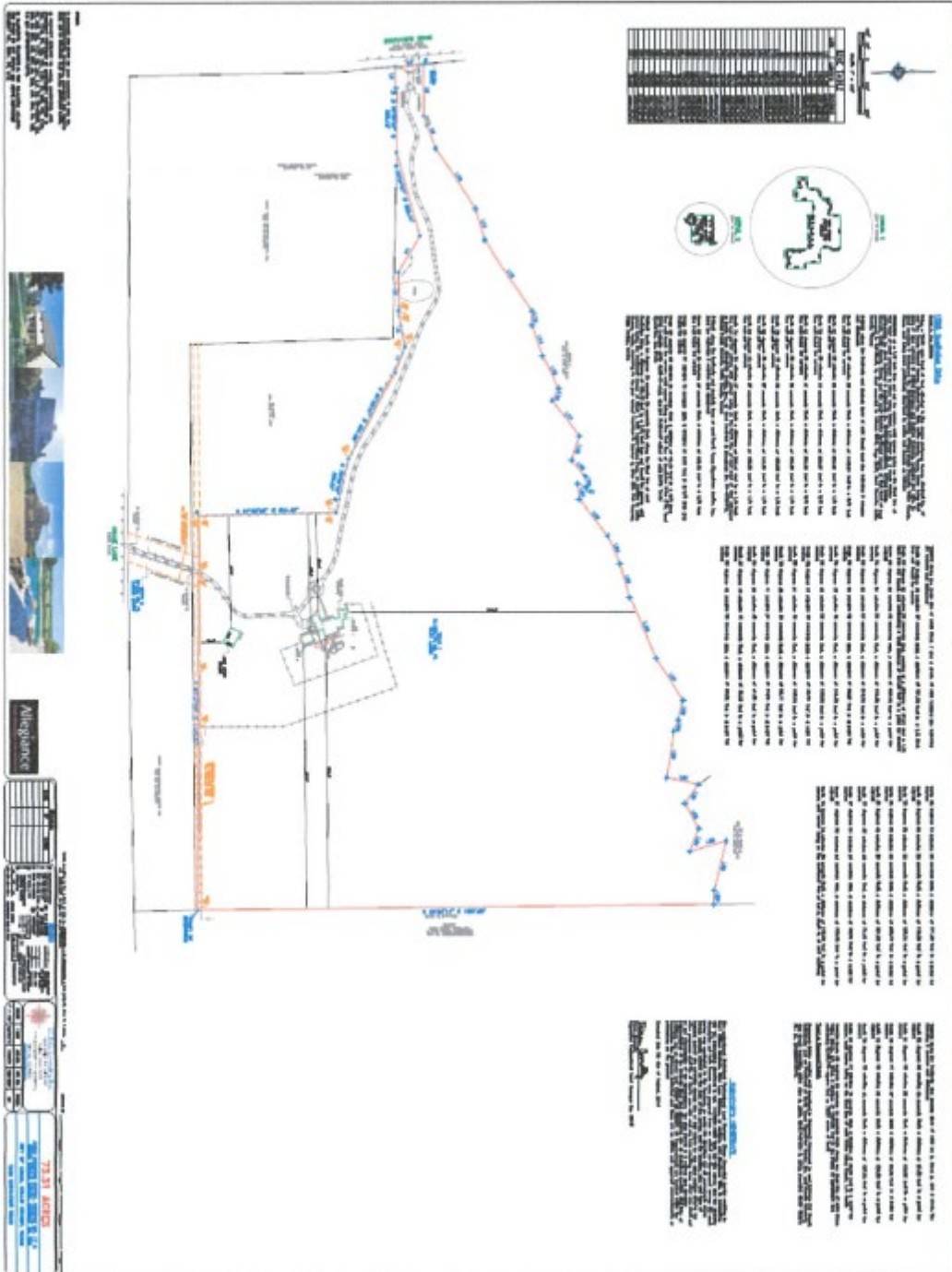
This instrument was acknowledged before me on the 22 day of April, 2021, by Erica Lynn Erickson in the capacity herein stated.

(NOTARY SEAL)



[Signature]
Notary Public in and for the State of Texas

EXHIBIT "A"



PETITION FOR CONSENT TO ADDITION OF LAND TO A
WATER CONTROL AND IMPROVEMENT DISTRICT

THE STATE OF TEXAS §

COUNTY OF COLLIN §

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

The undersigned, Scott Erickson and Erica Lynn Erickson (the "Owners"), respectfully petition the City of Lucas, Texas for its consent to the addition of land to the land to Collin County Water Control and Improvement District No. 3 (the "District"). In support of this Petition, the Owners would show the following:

I.

The approximately 73.31 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Collin County, and not within the boundaries of any incorporated city or town. The Tract lies wholly within the exclusive extraterritorial jurisdiction of the City of Lucas, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

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The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants, and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer, storm drainage system, and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

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Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and is now estimated by the District, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$14,400,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Lucas, Texas adopt a resolution giving its written consent to the addition of the Tract to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

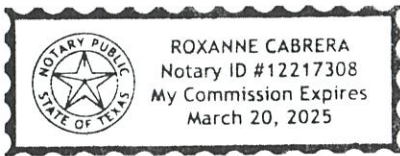
"OWNER"

By: [Signature]
Scott Erickson

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 22 day of April, 2021, by Scott Erickson in the capacity herein stated.



(NOTARY SEAL)

[Signature]
Notary Public in and for the State of Texas

"OWNER"

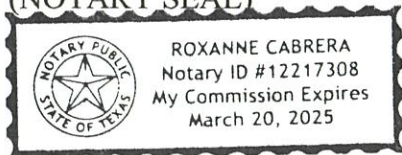
By: [Signature]
Erica Lynn Erickson

THE STATE OF TEXAS §

COUNTY OF Dallas §

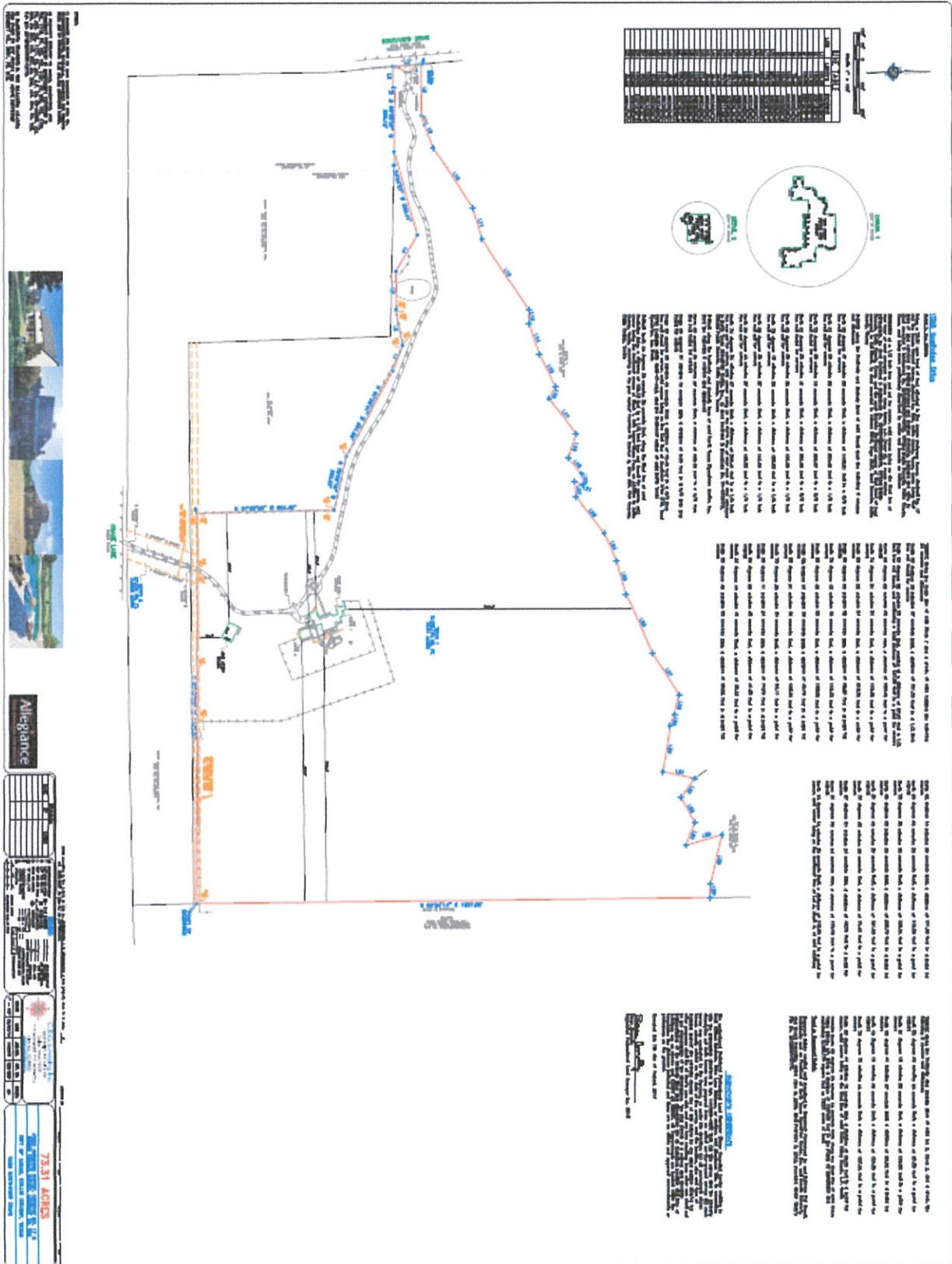
This instrument was acknowledged before me on the 22 day of April, 2021, by Erica Lynn Erickson in the capacity herein stated.

(NOTARY SEAL)



[Signature]
Notary Public in and for the State of Texas

EXHIBIT "A"



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Scott Erickson and Erica Lynn Erickson (collectively, the "Owner") and the City of Lucas Texas (the "City"), each a "Party" and collectively the "Parties" to be effective _____, 2021 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, the Owner is the owner of the 73.31-acre tract of land in Collin County (the "County") described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the Parties intend for the Property to be part of the adjacent development (the "Inspiration Development") governed by 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 and amended by that First Amendment to Settlement and Release Agreement recorded on September 2, 2021 as Document No. 20200902001471980; and

WHEREAS, the Parties intend for the Property to be developed pursuant to the concept plan attached as **Exhibit C** (the "Concept Plan"), which allows development of the Property in a manner consistent with the Inspiration Development; and

WHEREAS, Collin County Water Control and Improvement District No. 3 (the "District") encompasses the Inspiration Development; and

WHEREAS, the Owner submitted to the City a request for the City's consent to the District's annexation of the Property; and

WHEREAS, the City Council adopted Ordinance No. _____ dated _____, 2021 consenting to the District's annexation of the Property (the "Consent Ordinance"); and

WHEREAS, the Parties intend that this Agreement 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 Agreement pursuant to Section 212.172 of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II **MISCELLANEOUS PROVISIONS**

2.1 Concept Plan. Development of the Property shall be consistent with the Concept Plan.

2.2 Subdivision Regulations. The Owner and the City agree that the Property is subject to the City ordinances regulating plats and subdivisions contained in Chapter 3 "Building Regulations" and Chapter 10 "Subdivision Regulations" of the Lucas City Code of Ordinances in effect on September 17, 2009 (the "Subdivision Regulations"), which the City agrees shall be the sole and exclusive subdivision and platting regulations applicable to the Property.

2.3 Water and Sewer Provider. The City consents to the Wylie NE Special Utility District being the retail water and sewer provider to the Property.

2.4 Annexation. The Property shall remain in the City's ETJ for the Term (hereinafter defined).

2.5 Consent to District Annexation. This Agreement and the Consent Ordinance constitute the irrevocable and unconditional consent of the City to the District's annexation of the Property into the boundaries of the District.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (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 Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must 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 Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Term. The term of this Agreement shall be 15 years (the "Term").

3.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

3.4 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM

DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default; or
- (c) entitle the aggrieved Party to seek or recover exemplary damages; or
- (d) adversely affect or impair the effectiveness or validity of any consents given by the City in this Agreement or in the Consent Ordinance; or
- (e) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of any of the District; or
- (f) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement; or
- (g) limit the Term.

3.5 Assignment by the Owner. The Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to the District or to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment must be in writing executed by the Owner and the Assignee and must obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment must be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner must maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. The City shall not assign this Agreement. An Assignee shall be considered a "Party" and the "Owner" for the purposes of the rights, title, interest, and obligations assigned to the Assignee.

3.6 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means the Concept Plan and the Subdivision Regulations.

3.7 Estoppel Certificates. From time to time upon written request of the Owner or the District, the City Manager will execute a written estoppel certificate identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement.

3.8 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") must be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: _____

 E-mail: _____
 Attn: _____

With a copy to: _____

 E-mail: _____

To the Owner: Attn: Phillip W. Huffines
 8200 Douglas Avenue, Suite 300
 Dallas, Texas 75225
 E-mail: pwh@huffinescommunities.com

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

3.9 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF THE "SUBDIVISION REGULATIONS" VIOLATES ANY STATE OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A TAKING OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION.

3.10 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

3.11 Authority and Enforceability. The City represents and warrants that this Agreement 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 Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the 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 and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

3.12 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own

any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

3.13 Applicable Law; Venue. This Agreement 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 the County. Venue for any action to enforce or construe this Agreement shall be the County.

3.14 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement 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 Agreement. No provision of this Agreement 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 Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.15 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

3.16 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.

3.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.18 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property |

Exhibit C Concept Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

CITY OF LUCAS

Name: _____
Stacy Henderson, City Secretary
Date: _____

By: _____
Jim Olk, Mayor
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 ____, 2021 by Jim Olk, Mayor of the City of Lucas, Texas on behalf of said City.

Notary Public, State of Texas

OWNER:

Scott Erickson

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2021 by Scott Erickson.

Notary Public, State of Texas

OWNER:

Erica Lynn Erickson

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2021 by Erica Lynn Erickson.

Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING A 73.159 ACRE TRACT OF LAND SITUATED IN THE DENNIS KINSAUL SURVEY, ABSTRACT NO. 502, CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS, AND BEING ALL OF A 73.31 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1" TO SCOTT WILLIAM ERICKSON AND ERICA LYNN ERICKSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140829000937040, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 73.159 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 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 73.31 ACRE TRACT AND A COMMON NORTHEAST CORNER OF A 10.000 ACRE TRACT OF LAND CONVEYED TO KAI HANDT, AS RECORDED IN VOLUME 5819, PAGE 5127 AND IN COUNTY CLERK'S FILE NO. 2004-0181293, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE WEST END OF AN OLD ABANDONED ROAD, (NO RECORD DOCUMENT FOUND);

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID 10.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 1442.86 FEET TO A 5/8" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 10.000 ACRE TRACT;

NORTH 01 DEGREE 37 MINUTES 14 SECONDS WEST, A DISTANCE OF 504.90 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 10.000 ACRE TRACT;

NORTH 77 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 61 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 361.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 101.90 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

SOUTH 78 DEGREES 29 MINUTES 46 SECONDS WEST, A DISTANCE OF 134.30 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 141.84 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 59 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 154.90 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 18 SECONDS WEST, A DISTANCE OF 321.28 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 10.000 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF SAID 73.31 ACRE TRACT AND THE COMMON NORTH LINE OF A 34.5118 ACRE TRACT OF LAND CONVEYED TO NORTH TEXAS EQUESTRIAN CENTER, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 94-0106479, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 49 MINUTES 24 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 236.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID 73.31 ACRE TRACT, AND OVER AND ACROSS SAID 34.5118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 79.05 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF SAID 34.5118 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 1378, ALSO KNOWN AS SOUTHVIEW DRIVE, (A 90' RIGHT-OF-WAY);

THENCE, NORTH 05 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT, THE WEST LINE OF SAID 34.5118 ACRE TRACT, AND SAID EAST RIGHT-OF-WAY LINE, PASSING AT A DISTANCE OF 6.61 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 34.5118 ACRE TRACT AND CONTINUING ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT AND SAID COMMON EAST RIGHT-OF-WAY LINE, IN ALL A TOTAL DISTANCE OF 106.16 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SEIS LAGOS, PHASE FOUR, AN ADDITION TO THE CITY OF LUCAS E.T.J., AS RECORDED IN

CABINET Q, PAGE 388, PLAT RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID SEIS LAGOS, PHASE FOUR, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.06 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 127.39 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 31 SECONDS EAST, A DISTANCE OF 267.46 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 59 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.15 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 07 SECONDS EAST, A DISTANCE OF 313.15 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 23 MINUTES 43 SECONDS EAST, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 41 MINUTES 29 SECONDS EAST, A DISTANCE OF 118.13 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 135.03 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 33 MINUTES 09 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 163.10 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 94.11 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 74.73 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 56 SECONDS EAST, A DISTANCE OF 41.03 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 32.12 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 56.02 FEET TO A POINT FOR CORNER;

NORTH 51 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 171.60 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.39 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 129.24 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 01 SECOND EAST, A DISTANCE OF 238.79 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 16 MINUTES 44 SECONDS EAST, A DISTANCE OF 181.86 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 74.40 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 26 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.75 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 01 MINUTE 43 SECONDS EAST, A DISTANCE OF 170.76 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 119.86 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 51 MINUTES 53 SECONDS EAST, A DISTANCE OF 87.53 FEET TO A POINT FOR CORNER;

NORTH 60 DEGREES 42 MINUTES 06 SECONDS EAST, A DISTANCE OF 106.59 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 42 MINUTES 18 SECONDS WEST, A DISTANCE OF 139.50 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 186.75 FEET TO A 3/4" IRON ROD FOUND FOR A SOUTHEAST CORNER OF SAID SEIS LAGOS, PHASE FOUR;

NORTH 88 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 50.14 FEET TO A 3/4" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF AFORESAID OLD ABANDONED ROAD;

THENCE, ALONG THE EAST LINE OF SAID 73.31 ACRE TRACT AND THE WEST LINE OF SAID OLD ABANDONED ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 37 MINUTES 29 SECONDS EAST, A DISTANCE OF 530.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 01 DEGREE 15 MINUTES 31 SECONDS EAST, A DISTANCE OF 1368.86 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,186,808 SQUARE FEET OR 73.159 ACRES OF LAND.

EXHIBIT C CONCEPT PLAN



SUMMARY TABLE		
	MINIMUM LOT SIZE	ACRES
SINGLE FAMILY DETACHED	50' x 110'	+/- 64.0 AC.
OPEN SPACE		+/- 8.7 AC.
TOTAL ACREAGE		+/- 72.7 AC.

LOT MATRIX TABLE

MINIMUM LOT WIDTH (FT)	MINIMUM LOT AREA (SF)	MINIMUM FRONT BUILDING SETBACK	MINIMUM SIDE BUILDING SETBACK	MINIMUM REAR BUILDING SETBACK	MINIMUM HOUSE SIZE (SF)	MAXIMUM BUILDING HEIGHT	MAXIMUM LOT COVERAGE (%)
50 FEET MEASURED AT THE FRONT SETBACK LINE	5,500	15'	5'	15'	1,400	3 STORIES / 39'	60%

ERIKSON TRACT
PLAN FOR DEVELOPMENT

Planning
CITY OF LEECH LAKE, ILLINOIS

City of Leech Lake, Ill. Ordinance, 1984

1317 76003



Item No. 05

City of Lucas
City Council Agenda Request
July 1, 2021

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approval of the Development Agreement proposed by Sue Blankenship with Huffines Development on behalf of Scott and Erica Erickson and Huffines Development for a 73.31-acre tract of land as described in Exhibit A and depicted in Exhibit B to allow said parcel to be part of the adjacent Inspiration development.

Background Information

Huffines Development, on behalf of Scott and Erica Erickson, are requesting annexation of the 73.31-acre tract of land into Collin County Water Control and Improvement District Number 3. This would add the proposed 73.31-acre tract of land to the Inspiration development. The proposed Development Agreement provides that the 73.31-acre tract will be developed in accordance with the concept plan in Exhibit C. This Agreement is being proposed pursuant to Section 212.172 of the Texas Local Government Code. The Agreement also states that the property will be developed in accordance with the City Ordinances regulating plats and subdivisions.

Attachments/Supporting Documentation

1. Proposed Development Agreement

Budget/Financial Impact

NA

Recommendation

City staff recommends approval of the Development Agreement as presented.

Motion

I make a motion to approve/deny the Development Agreement for a 73.31-acre tract of land as described in Exhibit A and depicted in Exhibit B of the Agreement.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Scott Erickson and Erica Lynn Erickson (collectively, the "Owner") and the City of Lucas Texas (the "City"), each a "Party" and collectively the "Parties" to be effective _____, 2021 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, the Owner is the owner of the 73.31-acre tract of land in Collin County (the "County") described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the Parties intend for the Property to be part of the adjacent development (the "Inspiration Development") governed by 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 and amended by that First Amendment to Settlement and Release Agreement recorded on September 2, 2021 as Document No. 20200902001471980; and

WHEREAS, the Parties intend for the Property to be developed pursuant to the concept plan attached as **Exhibit C** (the "Concept Plan"), which allows development of the Property in a manner consistent with the Inspiration Development; and

WHEREAS, Collin County Water Control and Improvement District No. 3 (the "District") encompasses the Inspiration Development; and

WHEREAS, the Owner submitted to the City a request for the City's consent to the District's annexation of the Property; and

WHEREAS, the City Council adopted Ordinance No. _____ dated _____, 2021 consenting to the District's annexation of the Property (the "Consent Ordinance"); and

WHEREAS, the Parties intend that this Agreement 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 Agreement pursuant to Section 212.172 of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II **MISCELLANEOUS PROVISIONS**

2.1 Concept Plan. Development of the Property shall be consistent with the Concept Plan.

2.2 Subdivision Regulations. The Owner and the City agree that the Property is subject to the City ordinances regulating plats and subdivisions contained in Chapter 3 "Building Regulations" and Chapter 10 "Subdivision Regulations" of the Lucas City Code of Ordinances in effect on September 17, 2009 (the "Subdivision Regulations"), which the City agrees shall be the sole and exclusive subdivision and platting regulations applicable to the Property.

2.3 Water and Sewer Provider. The City consents to the Wylie NE Special Utility District being the retail water and sewer provider to the Property.

2.4 Annexation. The Property shall remain in the City's ETJ for the Term (hereinafter defined).

2.5 Consent to District Annexation. This Agreement and the Consent Ordinance constitute the irrevocable and unconditional consent of the City to the District's annexation of the Property into the boundaries of the District.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (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 Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must 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 Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Term. The term of this Agreement shall be 15 years (the "Term").

3.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

3.4 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM

DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default; or
- (c) entitle the aggrieved Party to seek or recover exemplary damages; or
- (d) adversely affect or impair the effectiveness or validity of any consents given by the City in this Agreement or in the Consent Ordinance; or
- (e) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of any of the District; or
- (f) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement; or
- (g) limit the Term.

3.5 Assignment by the Owner. The Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to the District or to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment must be in writing executed by the Owner and the Assignee and must obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment must be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner must maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. The City shall not assign this Agreement. An Assignee shall be considered a "Party" and the "Owner" for the purposes of the rights, title, interest, and obligations assigned to the Assignee.

3.6 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means the Concept Plan and the Subdivision Regulations.

3.7 Estoppel Certificates. From time to time upon written request of the Owner or the District, the City Manager will execute a written estoppel certificate identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement.

3.8 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") must be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: _____

E-mail: _____
Attn: _____

With a copy to:

E-mail: _____

To the Owner:

Attn: Phillip W. Huffines
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
E-mail: pwh@huffinescommunities.com

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

3.9 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF THE "SUBDIVISION REGULATIONS" VIOLATES ANY STATE OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A TAKING OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION.

3.10 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

3.11 Authority and Enforceability. The City represents and warrants that this Agreement 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 Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the 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 and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

3.12 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own

any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

3.13 Applicable Law; Venue. This Agreement 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 the County. Venue for any action to enforce or construe this Agreement shall be the County.

3.14 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement 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 Agreement. No provision of this Agreement 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 Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.15 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

3.16 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.

3.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.18 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property |

Exhibit C Concept Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

CITY OF LUCAS

Name: _____
Stacy Henderson, City Secretary
Date: _____

By: _____
Jim Olk, Mayor
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 ____, 2021 by Jim Olk, Mayor of the City of Lucas, Texas on behalf of said City.

Notary Public, State of Texas

OWNER:

Scott Erickson

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2021 by Scott Erickson.

Notary Public, State of Texas

OWNER:

Erica Lynn Erickson

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2021 by Erica Lynn Erickson.

Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING A 73.159 ACRE TRACT OF LAND SITUATED IN THE DENNIS KINSAUL SURVEY, ABSTRACT NO. 502, CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS, AND BEING ALL OF A 73.31 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1" TO SCOTT WILLIAM ERICKSON AND ERICA LYNN ERICKSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140829000937040, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 73.159 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 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 73.31 ACRE TRACT AND A COMMON NORTHEAST CORNER OF A 10.000 ACRE TRACT OF LAND CONVEYED TO KAI HANDT, AS RECORDED IN VOLUME 5819, PAGE 5127 AND IN COUNTY CLERK'S FILE NO. 2004-0181293, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE WEST END OF AN OLD ABANDONED ROAD, (NO RECORD DOCUMENT FOUND);

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID 10.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 1442.86 FEET TO A 5/8" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 10.000 ACRE TRACT;

NORTH 01 DEGREE 37 MINUTES 14 SECONDS WEST, A DISTANCE OF 504.90 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 10.000 ACRE TRACT;

NORTH 77 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 61 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 361.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 101.90 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

SOUTH 78 DEGREES 29 MINUTES 46 SECONDS WEST, A DISTANCE OF 134.30 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 141.84 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 59 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 154.90 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 18 SECONDS WEST, A DISTANCE OF 321.28 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 10.000 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF SAID 73.31 ACRE TRACT AND THE COMMON NORTH LINE OF A 34.5118 ACRE TRACT OF LAND CONVEYED TO NORTH TEXAS EQUESTRIAN CENTER, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 94-0106479, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 49 MINUTES 24 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 236.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID 73.31 ACRE TRACT, AND OVER AND ACROSS SAID 34.5118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 79.05 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF SAID 34.5118 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 1378, ALSO KNOWN AS SOUTHVIEW DRIVE, (A 90' RIGHT-OF-WAY);

THENCE, NORTH 05 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT, THE WEST LINE OF SAID 34.5118 ACRE TRACT, AND SAID EAST RIGHT-OF-WAY LINE, PASSING AT A DISTANCE OF 6.61 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 34.5118 ACRE TRACT AND CONTINUING ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT AND SAID COMMON EAST RIGHT-OF-WAY LINE, IN ALL A TOTAL DISTANCE OF 106.16 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SEIS LAGOS, PHASE FOUR, AN ADDITION TO THE CITY OF LUCAS E.T.J., AS RECORDED IN

CABINET Q, PAGE 388, PLAT RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID SEIS LAGOS, PHASE FOUR, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.06 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 127.39 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 31 SECONDS EAST, A DISTANCE OF 267.46 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 59 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.15 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 07 SECONDS EAST, A DISTANCE OF 313.15 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 23 MINUTES 43 SECONDS EAST, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 41 MINUTES 29 SECONDS EAST, A DISTANCE OF 118.13 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 135.03 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 33 MINUTES 09 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 163.10 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 94.11 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 74.73 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 56 SECONDS EAST, A DISTANCE OF 41.03 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 32.12 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 56.02 FEET TO A POINT FOR CORNER;

NORTH 51 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 171.60 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.39 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 129.24 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 01 SECOND EAST, A DISTANCE OF 238.79 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 16 MINUTES 44 SECONDS EAST, A DISTANCE OF 181.86 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 74.40 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 26 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.75 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 01 MINUTE 43 SECONDS EAST, A DISTANCE OF 170.76 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 119.86 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 51 MINUTES 53 SECONDS EAST, A DISTANCE OF 87.53 FEET TO A POINT FOR CORNER;

NORTH 60 DEGREES 42 MINUTES 06 SECONDS EAST, A DISTANCE OF 106.59 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 42 MINUTES 18 SECONDS WEST, A DISTANCE OF 139.50 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 186.75 FEET TO A 3/4" IRON ROD FOUND FOR A SOUTHEAST CORNER OF SAID SEIS LAGOS, PHASE FOUR;

NORTH 88 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 50.14 FEET TO A 3/4" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF AFORESAID OLD ABANDONED ROAD;

THENCE, ALONG THE EAST LINE OF SAID 73.31 ACRE TRACT AND THE WEST LINE OF SAID OLD ABANDONED ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 37 MINUTES 29 SECONDS EAST, A DISTANCE OF 530.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 01 DEGREE 15 MINUTES 31 SECONDS EAST, A DISTANCE OF 1368.86 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,186,808 SQUARE FEET OR 73.159 ACRES OF LAND.

EXHIBIT B DEPICTION OF THE PROPERTY

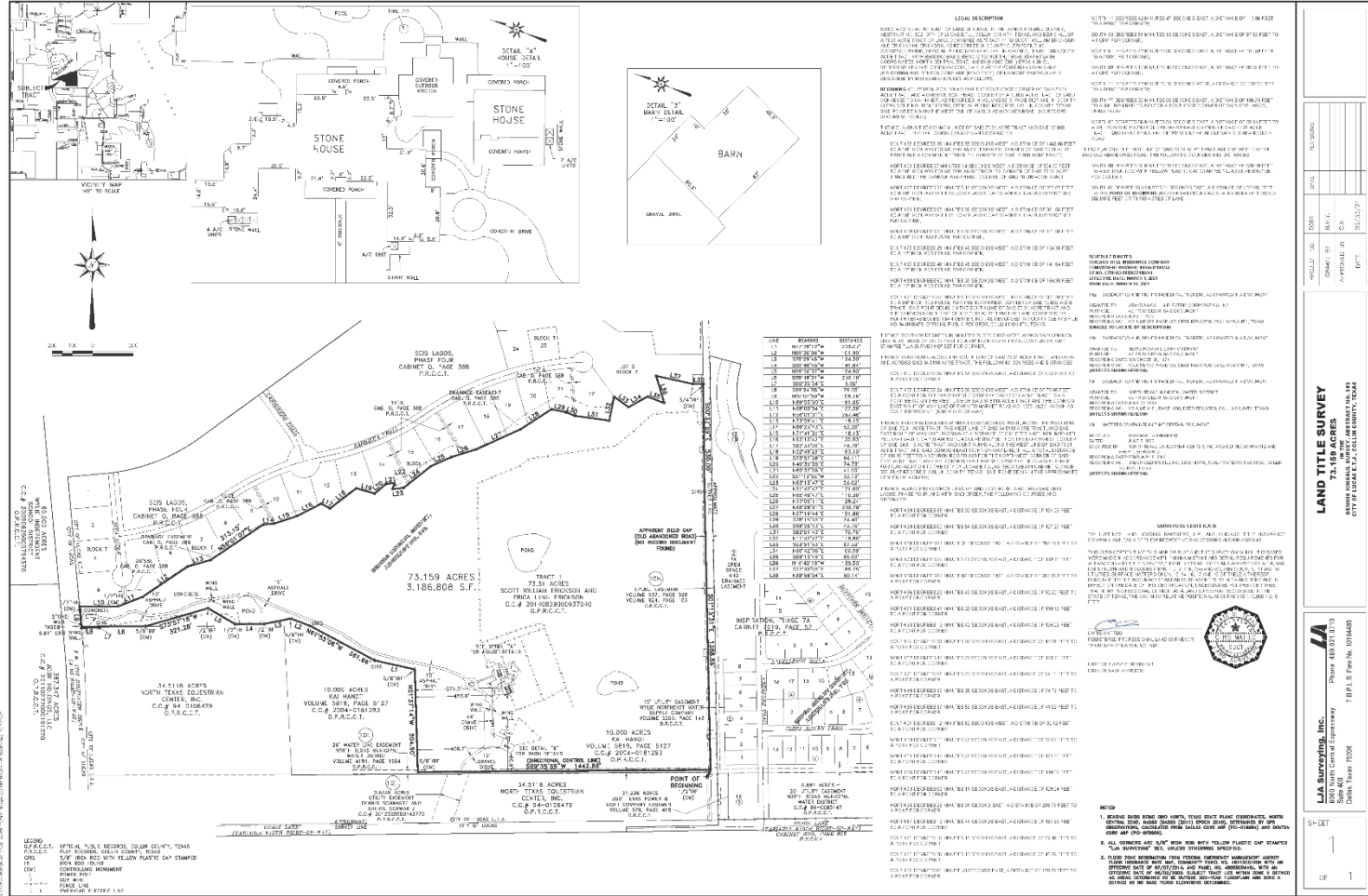


EXHIBIT C CONCEPT PLAN



LOT MATRIX TABLE

MINIMUM LOT WIDTH (FT)	MINIMUM LOT AREA (SF)	MINIMUM FRONT BUILDING SETBACK	MINIMUM SIDE BUILDING SETBACK	MINIMUM REAR BUILDING SETBACK	MINIMUM HOUSE SIZE (SF)	MAXIMUM BUILDING HEIGHT	MAXIMUM LOT COVERAGE (%)
50 FEET MEASURED AT THE FRONT SETBACK LINE	5,500	15'	5'	15'	1,400	3 STORIES / 39'	60%

SUMMARY TABLE		
	MINIMUM LOT SIZE	ACRES
SINGLE FAMILY DETACHED	50' x 110'	+/- 64.0 AC.
OPEN SPACE		+/- 8.7 AC.
TOTAL ACREAGE		+/- 72.7 AC.

* EXISTING HOME TO REMAIN AS RESIDENCE OR AMENITY

ERIKSON TRACT
PLAN FOR DEVELOPMENT

Planning
ERIKSON TRACT
11/15/2024
CITY OF LOCAL, CO. IN OSAGE CO., IOWA
PROJECT NO. 1331760024



City of Lucas

City Council Agenda Request

July 1, 2021

Item No. 06

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider recommendations from the Lemontree Drainage Analysis provided by Birkhoff, Hendricks & Carter and provide direction to the City Manager.

Background Information

At the June 17, 2021, City Council meeting, the City Council directed City staff to obtain scope from Birkhoff, Hendricks & Carter regarding drainage at Lemontree Estates for the following:

- Citrus Way culvert between properties 7 and 9
- Redirecting water to flow on both sides of Orchard Road
- Determine what steps would be needed to restore the current/existing drainage

On June 23, 2021, Birkhoff, Hendricks & Carter submitted the Lemontree Drainage Analysis and provided four alternate solutions to address drainage at Lemontree Estates:

Alternate 1 – Provide drainage design from a new culvert crossing on Citrus Way just east of Orchard Road south along the east side of Orchard Road to an existing double 21” culvert and east along an existing property line to the existing property corner then south to an existing channel. Only design is included. No specifications, bidding or construction phase services are included. This alternate is only a partial design solution.

Alternate 2 – Provide drainage design for the Lemontree subdivision downstream to Reid Branch Tributary 1 just downstream of the existing culvert crossing at Lynne Lane. This also includes design of a channel south of Kingswood Drive and culverts at Lynn Lane. Only design is included. No specifications, bidding or construction phase services are included. This alternate combined with alternate 4 will provide design for the solution.

Alternate 3 – Provide drainage design for replacing the existing double 21” culvert at the southeast corner of Citrus Way and a channel design from that point to the existing channel south of Kingswood Estates. This alternate is only a partial design solution.

Alternate 4 – Prepare study with hydraulic models using HEC-RAS for the existing culvert structure at Lynn Lane and for a proposed culvert hydraulic model for Lynn Lane with channel improvements to match the existing channel within 300 feet each side of Lynn Lane.

Attachments/Supporting Documentation

1. Lemontree Drainage Analysis provided by Birkhoff, Hendricks & Carter, dated June 23, 2021



City of Lucas

City Council Agenda Request

July 1, 2021

Budget/Financial Impact

The Lemontree Drainage Analysis includes the following costs associated with each of the four alternate solutions:

Alternate 1 – The maximum fee for this scope of work shall not exceed \$24,000.

Alternate 2 – The maximum fee for this scope of work described in steps 1 through 9 shall not exceed \$54,000.

Alternate 3 – The maximum fee for this scope of work shall not exceed \$24,000.

Alternate 4 – The maximum fee for step 10 of Alternate 2 and this scope of work shall not exceed \$11,000.

Funding is undetermined at this time pending City Council direction.

Recommendation

The City Engineer recommends the following as a combined solution:

Alternate 2 – Provide drainage design for the Lemontree subdivision downstream to Reid Branch Tributary 1 just downstream of the existing culvert crossing at Lynne Lane. This also includes design of a channel south of Kingswood Drive and culverts at Lynn Lane. Only design is included. No specifications, bidding or construction phase services are included. This alternate combined with alternate 4 will provide design for the solution. The maximum fee for this scope of work described in steps 1 through 9 shall not exceed \$54,000.

Alternate 4 – Prepare study with hydraulic models using HEC-RAS for the existing culvert structure at Lynn Lane and for a proposed culvert hydraulic model for Lynn Lane with channel improvements to match the existing channel within 300 feet each side of Lynn Lane. The maximum fee for step 10 of Alternate 2 and this scope of work shall not exceed \$11,000.

Motion

I make a motion to approve/deny _____.



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

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhellp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.

June 23, 2021

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

Re: Lemontree Drainage Analysis
Professional Engineering Services Agreement – Amendment No. 2

Dear Mr. Foerster:

As requested, we are pleased to submit this Amendment No. 2 to our agreement with the City of Lucas for work associated with the City of Lucas’s Lemontree Drainage Analysis dated April 18, 2019.

This Amendment No. 2 amends the scope services and compensation schedule for the Lemontree Drainage Analysis as follows:

1) Refer to **Exhibit “A” Scope of Services:**

Add the following:

Phase III: (All designs shall be based on a 100-year design flow with a minimum channel grade of 0.40% and minimum 4:1 side slopes)

A. Alternate 1 – Provide drainage design from a new culvert crossing Citrus Way just east of Orchard Road south along the east side of Orchard Road to an existing double 21” culvert and east along an existing property line to the existing property corner then south to an existing channel. Only design is included, no specifications, bidding or construction phase services are included. This alternate is only a partial design solution.

- 1) Survey cross sections approximately 60 feet wide on a 50-foot interval and obtain existing culvert sizes and elevations on Citrus Way from the northwest corner at Orange Cove all the way around the outer loop.
- 2) Survey cross sections approximately 60 feet wide on a 50-foot interval along the route described from Citrus Way to the existing channel at the downstream end.

- 3) Provide a culvert sized to convey flow that naturally flows from inside the Citrus Way Loop to the location of the new culvert and a channel to convey the natural flow along Orchard Road and the path described to the existing outfall channel.
 - 4) Provide plan and profile sheets and cross sections for the Alternate 1 design.
- B. Alternate 2 – Provide drainage design for the Lemontree subdivision downstream to Reid Branch Tributary 1 just downstream of the existing culvert crossing at Lynne Lane. This also includes design of a channel south of Kingswood Drive and culverts at Lynn Lane. Only design is included, no specifications, bidding or construction phase services are included. This alternate combined with alternate 4 will provides design for solution.
- 1) Survey cross sections approximately 60 feet wide on a 50-foot interval and obtain existing culvert sizes and elevations on Citrus Way from the northwest corner at Orange Cove all the way around the outer loop.
 - 2) Survey cross sections approximately 60 feet wide on a 50-foot interval from Citrus Way south along Orchard Road to the existing double 18” culvert approximately 700 feet south of Citrus Way and along the channel upstream and downstream of the existing double 18” culvert for a distance of approximately 300 feet.
 - 3) Survey cross sections approximately 60 feet wide on a 50-foot interval from the existing double 21” culvert at the southeast corner of Citrus Way southeast to the existing channel south of Kingswood Dr. and existing channel (Reid Branch Trib 1) to 300 feet downstream of Lynn Lane. Survey existing Lynn Lane culverts.
 - 4) Survey cross sections approximately 60 feet wide on a 50-foot interval on the west side of the Kingswood subdivision from the existing channel south of the Kingwood subdivision to approximately 1000 feet north.
 - 5) Provide a table with culvert sizes and flow line elevations and channel grades for roads connecting to Citrus Way and properties adjacent to Citrus Way.
 - 6) Provide a table with culvert sizes and flow line elevations and channel grades for each property adjacent to Orchard Lane from Citrus Way to the existing double 18” culvert and a culvert size and channel grade for the east-west channel at the existing double 18” culvert.
 - 7) Provide a culvert size and flow line elevations for a culvert to replace the existing double 21” culvert at the southeast corner of Citrus Way and a channel design from that point to the existing channel south of Kingswood Estates.
 - 8) Provide a channel design from the culvert outfall described in 7 along the south side of Kingswood to Lynn Lane.
 - 9) Analyze the berm along the west side of Kingswood Drive and provide a design berm height to prevent offsite flow from entering the properties within 1000 feet of the existing channel.
 - 10) Provide a design of culverts at Lynn Lane and a channel to match the existing channel approximately 300 feet downstream of Lynn Lane. This step requires approval of Alternate 4.

- C. Alternate 3 – Provide drainage design for replacing the existing double 21” culvert at the southeast corner of Citrus Way and a channel design from that point to the existing channel south of Kingswood Estates. This alternate is only a partial design solution,
- 1) Survey cross sections approximately 60 feet wide on a 50-foot interval from the existing double 21” culvert at the southeast corner of Citrus Way southeast to the existing channel south of Kingswood Drive and the existing channel (Reid Branch Tributary 1) to the upstream face of Lynn Lane.
 - 2) Provide a culvert size and flow line elevations for a culvert to replace the existing double 21” culvert at the southeast corner of Citrus Way and a channel design from that point to the existing channel south of Kingswood Estates.
- D. Alternate 4 – Prepare study with hydraulic models using HEC-RAS for the existing culvert structure at Lynn Lane and for a proposed culvert hydraulic model for Lynn Lane with channel improvements to match the existing channel within 300 feet each side of Lynn Lane. This alternate combined with alternate 4 will provides design for solution.
- 1) Survey cross sections approximately 200 feet wide and approximately 100 feet apart from 300 feet downstream of Lynn Lane to approximately 300 feet upstream of Lynn Lane. Survey the existing profile of Lynn Lane and the size and flow line elevations of the existing culverts.
 - 2) Provide a flood study report with the existing model and proposed model, cross sections, summary tables, and a narrative discussing the results of the study.

2) Refer to **Exhibit “C” Compensation Schedule:**

Payment for the additional scope of services for Phase III shall be compensated on an hourly basis following the 2019 Fee Schedule. The maximum fee for each alternate and shall not exceed the following amounts:

- | | | |
|-------|-------------|--|
| _____ | Alternate 1 | The maximum fee for this scope of work shall not exceed \$24,000. |
| _____ | Alternate 2 | The maximum fee for this scope of work described in steps 1 through 9 shall not exceed \$54,000. |
| _____ | Alternate 3 | The maximum fee for this scope of work shall not exceed \$24,000. |
| _____ | Alternate 4 | The maximum fee for step 10 of Alternate 2 and this scope of work shall not exceed \$11,000. |

Please initial next to the selected Alternate(s) and line out those alternates not selected.

The current maximum fee from Amendment No. 1 was increased to \$39,565. The maximum fee for time, expenses and mileage shall be increased based on the selected alternative(s) and shall not to be exceed without written authorization from the City, based on an increased scope of services.

Mr. Stanton Foerster, P.E.
City of Lucas
Lemontree Drainage Analysis
Amendment No. 2

June 23, 2021

If you agree with this amendment to our April 18, 2019, Professional Services Agreement, please have one copy executed on behalf of the City of Lucas and returned to our office. We are available to discuss this contract amendment further at your convenience.

Sincerely yours,



Joe R. Carter, P.E., CFM

APPROVED FOR THE CITY OF LUCAS

By: _____

Date: _____



City of Lucas

City Council Agenda Request

July 1, 2021

Item No. 07

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider recommendations from the Stinson Culvert – Inspection & Repair Recommendations Report provided by BCC Engineering and provide direction to the City Manager.

Background Information

In the fall of 2020, BCC Engineering was engaged to inspect and recommend repairs to the Stinson Culvert conveying Muddy Creek. Their final report was submitted on March 15, 2021, and included construction plans for structural repair. City Engineer Stanton Foerster has reviewed the report.

The report includes the Inspection Record reflecting a low condition rating of 5 for the culvert crossing. The culvert is coded as structurally deficient due to an appraisal rating of 2 regarding the water adequacy, but the culvert is not considered unsafe at the time of inspection. The culvert crossing is also functionally obsolete due to appraisal ratings for waterway adequacy and deck geometry. The report recommends the following maintenance and repairs:

1. Fill and protect all four corners of the crossing where there has been erosion and loss of backfill at or near the pavement edge.
2. Inject grout to fill all voids. Large void noted under the northbound lane.
3. Shore the existing east headwall with new concrete head wall and wing walls as detailed in the repair plan.
4. Protect the slope on the east side of Muddy Creek with riprap revetment.

The report indicates if the recommendations are effectively implemented, then the condition rating could improve to 7 and extend the life expectancy of the crossing and reduce maintenance risks. However, the culvert would remain coded as structurally deficient and functionally obsolete because condition ratings do not change appraisal ratings. To change the appraisal ratings, the culvert flow capacity and roadway width would need to be increased.

Attachments/Supporting Documentation

1. Stinson Culvert – Inspection & Repair Recommendations Report provided by BCC Engineering, dated March 15, 2021

Budget/Financial Impact

The report indicates a preliminary estimate for the total cost of the recommended repairs to be approximately \$80,000.



City of Lucas

City Council Agenda Request

July 1, 2021

Item No. 07

If funded in Fiscal Year 2020/21, the funding for this work could come from General Fund Account 11-8209-301 (Capital Outlay - Improvement Roads) or Unrestricted General Fund Reserves.

If funded in Fiscal Year 2021/22, the funding for this work could come from a new budget line item.

Recommendation

The City Engineer recommends the following:

- 1) all four of the BCC Engineering recommendations with a preliminary cost of \$80,000 improving the Rating to 7:
 - a. Fill and protect all four corners of the crossing where there has been erosion and loss of backfill at or near the pavement edge.
 - b. Inject grout to fill all voids. Large void noted under the northbound lane.
 - c. Shore the existing east headwall with new concrete head wall and wing walls as detailed in the repair plan.
 - d. Protect the slope on the east side of Muddy Creek with riprap revetment.
- 2) Consider funding in Fiscal Year 2021/22.
- 3) Consider requesting a proposal for project management for these repairs.

Motion

I make a motion to approve/deny _____.



March 15, 2021

Delivered via email email stanton@lucastexas.us

Stanton Foerster, PE
City Engineer
City of Lucas
665 Country Club Road
Lucas, Texas 75002-7651

Subject: Stinson Culvert – Inspection & Repair Recommendations

Dear Mr. Foerster:

The attached Inspection Record, from the December 15, 2020 inspection, reflects an overall condition rating of 5 for the culvert crossing. The low condition rating is a result of deficiencies found as detailed in the report. The culvert is coded as structurally deficient due to the appraisal rating of 2 regarding the waterway adequacy; however, the culvert is not considered unsafe at the time of inspection. The culvert crossing is also functionally obsolete due to appraisal ratings for waterway adequacy and deck geometry. We are making maintenance and repair recommendations to raise the overall condition rating to at least a 7. As such the following recommendations are made:

- 1.) Fill and protect all four corners of the crossing where there has been erosion and loss of backfill at or near the pavement edge.
- 2.) Inject grout to fill all voids. Large void noted under the northbound lane.
- 3.) Shore the existing East headwall with new concrete head wall and wing walls as detailed in the repair plan.
- 4.) Protect the slope on the East side of Muddy Creek with riprap revetment.

Should the recommendations above be effectively implemented, the overall condition rating could become a 7. An improved condition rating will extend the life expectancy of the crossing and reduce maintenance risks. Although the condition rating will be improved, the culvert will remain coded as structurally deficient and functionally obsolete because condition ratings do not change appraisal ratings. In order to change the appraisal ratings, the culvert flow capacity and roadway width would need to be increased. A preliminary estimate for the cost of the recommended repairs is approximately \$80,000.

Please let us know if we can be of further assistance.

Sincerely,
BCC ENGINEERING, INC.

Clarice Westman

Clarice Westman, PE
Project Manager



BRIDGE SUMMARY SHEET

3/12/2021

Clarice Westman



City: Lucas County: Collin Name: Stinson Road Culvert Structure #: _____ Route: Stinson Road

Description: Double Barrel Steel Pipe Culvert

Feature Crossed: Muddy Creek Inspector's Signature: Clarice Westman Date: 10/15/2020

Company Name and Company Number: _____ Lakes Engineering, Inc. F-15243

Selected Component Description and Rating:	Inspection Rating (1085)	Inventory Rating		Operating Rating	
		H	HS	H	HS
Double Barrel Steel Pipe Culvert	5	-	-	-	-

Comments and/or Upgrade Recommendations (if applicable):
 Loss of backfill on all four corners should be filled and protected. East headwall is out of plumb; repair voids and reinforce. Recommend repairs to be scheduled. Structurally deficient and functionally obsolete.

Load Posting Limits for Present Condition (if applicable):

<u>Inventory</u>	<u>Operating</u>	1	2	3	4	5	6
_____ lbs Gross	_____ lbs Gross						
_____ lbs Tandem Axle	_____ lbs Tandem Axle		WEIGHT LIMIT AXLE OR TANDEM LBS	WEIGHT LIMIT TANDEM AXLE LBS	WEIGHT LIMITS GROSS LBS AXLE OR TANDEM LBS	WEIGHT LIMITS GROSS LBS TANDEM AXLE LBS	LOAD ZONED BRIDGE
_____ lbs Axle or Tandem	_____ lbs Axle or Tandem						
_____ Sign Code	_____ Sign Code	OTHER	R12-2bT	R12-2cT	R12-4Tb	R12-4Tc	W12-5T

Posting Recommendation: _____

Previous Load Posting Recommendations:

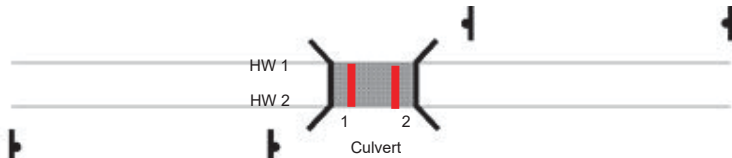
_____ R12-2bT	<u>X</u>	None
_____ R12-2cT		lbs Gross
_____ R12-4Tb		lbs Tandem Axle
_____ R12-4Tc		lbs Axle or Tandem

Observed Load Posting at Bridge:

_____ R12-2bT	<u>X</u>	None
_____ R12-2cT		lbs Gross
_____ R12-4Tb		lbs Tandem Axle
_____ R12-4Tc		lbs Axle or Tandem

Material Needed

- _____ - R12-2bT
- _____ - R12-2cT
- _____ - R12-4Tb
- _____ - R12-4Tc
- _____ - W12-5
- _____ - Posts
- _____ - Hardware Sets
- _____ - Decals



Advanced Warning (optional)

Bridge Approach

Bridge Approach

Advanced Warning (optional)

Sign Code		
Condition Code		
Maintenance Need		

OM-3R & 3L
-
ADD

OM-3R & 3L
-
ADD

- | | | | | |
|---------------------------|--------------------------|------------------------|---------------------------|------------------------|
| A. Visible & Legible | D. Improper Position | G. Sign Missing | K. Clean Sign | N. None |
| B. Obscured by Vegetation | E. Damaged Beyond Repair | H. Sign & Post Missing | L. Reposition Sign | P. Replace Sign |
| C. Sign Needs Cleaning | F. Sign Down | J. Clear Vegetation | M. Reposition Sign & Post | S. Replace Sign & Post |



BRIDGE INSPECTION RECORD

3/12/2021

Clarice Westman



City: Lucas County: Collin Name: Stinson Road Culvert Structure #: _____ Route: Stinson Road

Description: Double Barrel Steel Pipe Culvert

Feature Crossed: Muddy Creek Inspector's Signature: *Clarice Westman* Date: 10/15/2020

Company Name and Company Number: Lakes Engineering, Inc. F-15243 Inspector: Clarice Westman, P.E.

Ratings Defined:

- 0 = Failed condition - bridge closed and beyond repair
- 1 = Failing condition - bridge closed but repairable
- 2 = Critical condition - bridge should be closed until repaired
- 3 = Serious condition - deterioration seriously affects structural capacity
- 4 = Poor condition - deterioration significantly affects structural capacity
- 5 = Fair condition - minor deterioration of structural elements (extensive)
- 6 = Satisfactory condition - minor deterioration of structural elements (limited)
- 7 = Good condition - some minor problems
- 8 = Very good condition - no problems noted
- 9 = Excellent condition
- = Not applicable

Enter a rating for each element of each component. Component ratings should equal the lowest rating of any element of the component, except for Deck. The Deck component is independent of its' associated element ratings. Fully supportive comments are to be made hereon or on attachments for all ratings of 7 or below.

General Comment:

DECK (Item 58)

Minimum	Description	Rating	Comments
1	Deck - Rating	N	Photo 3: SB & NB lanes - longitudinal cracking. Photo 4: HMA edge failure (14"). Photo 5: Erosion - all 4 corners. Photo 14: Railing connection at headwall 1 in good condition.
6	Wearing Surface	5	
6	Joints, Expansion, Open	-	
6	Joints, Expansion, Sealed	-	
6	Joints, Other	-	
6	Drainage System	-	
6	Curbs, Sidewalks & Parapets	-	
6	Median Barrier	-	
6	Railings	-	
7	Railing Protective Coating	-	
7	Delineation (curve Markers)	-	
	Other	-	

SUPERSTRUCTURE (Item 59)

Minimum	Description	Rating	Comments
0	Main Members - Steel	-	N/A
0	Main Members - Concrete	-	
0	Main Members - Timber	-	
0	Main Members - Connections	-	
1	Floor System Members	-	
1	Floor System Connections	-	
5	Secondary Members	-	
5	Secondary Members Connections	-	
6	Expansion Bearings	-	
6	Fixed Bearings	-	
6	Steel Protective Coating	-	
	Other	-	
	Component Rating	N	

BRIDGE INSPECTION RECORD

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: _____ Route: Stinson Road

SUBSTRUCTURE (Item 60)

Minimum	Description	Rating	Comments
0	Abutment Caps	-	N/A
0	Above Ground	-	
0	Below Ground or Foundation	-	
0	Backwalls and Wingwalls	-	
0	Intermediate Supports	-	
	Caps - Concrete	-	
	Caps - Steel	-	
	Caps - Timber	-	
	Above Ground - Concrete	-	
	Above Ground - Steel	-	
	Above Ground - Timber	-	
	Above Ground - Masonry	-	
	Below Ground or Foundation	-	
5	Collision Protection System	-	
6	Steel Protective Coating	-	
	Component Rating	N	

CHANNEL (Item 61)

Minimum	Description	Rating	Comments
0	Channel Banks	6	Photo 22: 1.5' Scour exposing encased utility at headwall 1 culvert 1. Photo 23: Loss of backfill above at outlet headwall 1 culvert 1. Photo 26: Undermining at headwall 2. Photo 27: Undermining at headwall 1.
0	Channel Bed	6	
5	Rip Rap, Toe Walls and Aprons	N	
5	Dikes	N	
5	Jetties	N	
	Other	-	
	Component Rating	6	

CULVERTS (Item 62)

Minimum	Description	Rating	Comments
0	Top Slabs	-	Photo 7: Thickness along headwall 2 varies (6-8"). Photo 8: Midspan spall at headwall 2 (10"x4"x1"). Photo 9: 0.030" full depth crack down headwall 2 (7.5'). Photo 10: Honeycombing headwall 2 culvert 2 (TYP). Photo 11: Spall (16.25" x 5" x 1.5"), Crack (3'x 0.050"). Photo 12: Spall, Crack (6.5' x 0.035") N of culvert 1. Photo 13: Headwall 1 out of plumb. Photo 15: Crack, Spall (10"x5"x2.5") midspan headwall 1. See additional comments.
0	Bottom Slab or Footing	6	
0	Abutments & Intermediate Supports	-	
5	Headwalls and Wingwalls	6	
	Other	5	
	Component Rating	5	

BRIDGE INSPECTION RECORD

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: _____ Route: Stinson Road

APPROACHES (Item 65)

Minimum	Description	Rating	Comments
0	Embankments	5	
4	Embankment Retaining Walls	N	
5	Slope Protection	N	
5	Roadway	5	
6	Relief Joints	N	
6	Drainage	N	
6	Guardfence	N	
7	Delineation	N	
7	Sight Distance	8	
	Other	-	
	Component Rating	5	

MISCELLANEOUS

Minimum	Description	Rating	Comments
7	Signs	-	This road has no signs in advance of the culvert. This road has no illumination at point of culvert. This road has no warning devices in advance of the culvert. This road has flood gates.
7	Illumination	-	
7	Warning Devices	-	
7	Utility Lines	-	
	Other - Gates	8	

TRAFFIC SAFETY (Item 36)

Description	Rating	Comments
Bridge Railing (036.1)	-	This road has no bridge rail at point of culvert. This road has no transitions at point of culvert. This road has no approach guardrail or ends in advance of the culvert.
Transitions (036.2)	-	
Approach Guardrail (036.3)	-	
Approach Guardrail Ends (036.4)	-	

APPRAISAL RATINGS

Description	Rating	Comments
Waterway Adequacy (071)	3	Frequent over-topping with significant traffic delays (major collector).
Approach Roadway Alignment (072)	8	

BRIDGE INSPECTION RECORD ADDITIONAL COMMENTS

3/12/2021

Clarice Westman



City: Lucas County: Collin Name: Stinson Road Culvert Structure #: _____ Route: Stinson Road

Description: Double Barrel Steel Pipe Culvert

Feature Crossed: Muddy Creek Inspector's Signature: *Clarice Westman* Date: 10/15/2020

Company Name and Company Number: Lakes Engineering, Inc. F-15243 Inspector: Clarice Westman, P.E.

DECK (Item 58)

Photo Num.	Comments

CULVERTS (Item 62)

Photo Num.	Comments
16	Full depth crack at headwall 1 midspan to culvert 1.
17	Crack, Spall (10" x 0.08") at SE rail support of headwall 1.
18	Headwall 1.
19	Spall at headwall 1 culvert 2 – likely from construction.
20	Horizontal crack on headwall 1 at culvert 2.
21	Crack at joint of headwall 1 and new wingwall.
24	Culvert 1 pipe in good condition.
25	Moderate corrosion and sediment buildup inside culvert 2.

BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

01: Elevation – West View



BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

02: Approach – Southbound



BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

03: Top of Deck – North View



NB Lane - substantial longitudinal cracking

BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

04 Top of Deck – NW Corner Pavement Failure



Substantial pavement failure (14")

05: Top of Deck – NE Corner Erosion



Pavement edge failure – all four corners (TYP)

06: Headwall 2 – North View



Typical – No deficiencies noted

07: Headwall 2 – Top View



Headwall thickness varies from 6" to 8"

BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

08: Headwall 2 – Top View



Midspan Spall – 10" x 4" x 1"

09: Headwall 2



Full depth crack down headwall – 7.5' x 0.030"

10: Headwall 2 – Culvert 2



Honeycombing (TYP)

11: Headwall 2 – Culvert 2



Spall – 16.25" x 5" x 1.5", Crack – 3' x 0.05"

BRIDGE INSPECTION RECORD

Photos

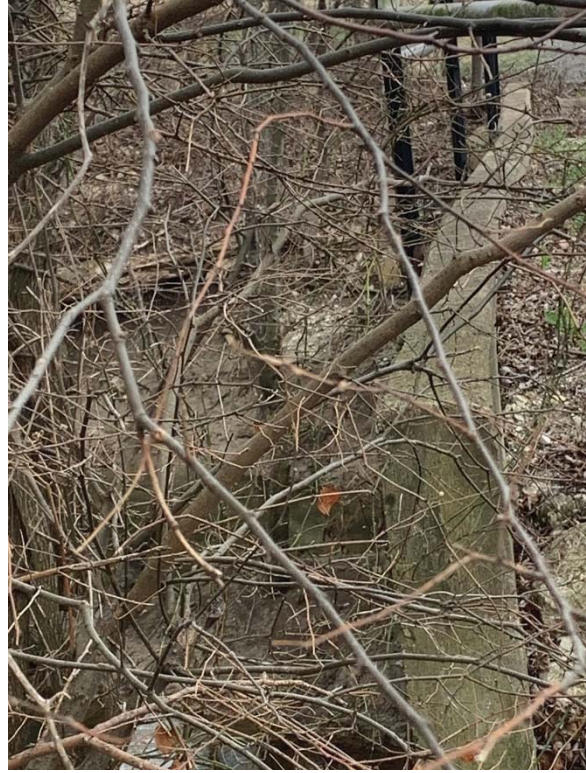
City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

12: Headwall 2 – Culvert 1



Spall, Crack – 6.5' x 0.035" N of Culvert 1

13: Headwall 1 – South View



Headwall 1 – Out of plumb

14: Headwall 1 – Railing Connection



Railing and gate connection in good condition

15: Headwall 1 – Midspan



Crack, Spall – 10" x 5" x 2.5"

BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

16: Headwall 1 – Midspan to Culvert 1



Full Depth Crack

17: Headwall 1 – SE Rail Support



Crack at SE railing support – 10" x 0.08"

18: Headwall 1



19: Headwall 1 – Culvert 2



Spall – likely a result of construction

BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

20: Headwall 1 – Culvert 2



Horizontal crack

21: Wingwall 1 – SW Corner



Crack at joint of headwall 2 and new wingwall

22: Headwall 1 – Culvert 1



Approx. 1.5' scour exposing encased utility

23: Headwall 1 – Culvert 1



Loss of backfill at outlet headwall above pipe

**DO NOT DISCLOSE – INFORMATION CONFIDENTIAL UNDER THE TEXAS HOMELAND SECURITY ACT
AND 23 USC SECITON 409, SAFETY SENSITIVE INFORMATION**

BRIDGE INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Stinson Road Culvert Structure #: 004 Route: Stinson Road

24: Culvert 1 – East View



Typical – no deficiencies noted

25: Culvert 2 – East View



Sediment build-up along bottom

26: Channel – West Side



Undermining at headwall 2

27: Channel – East Side

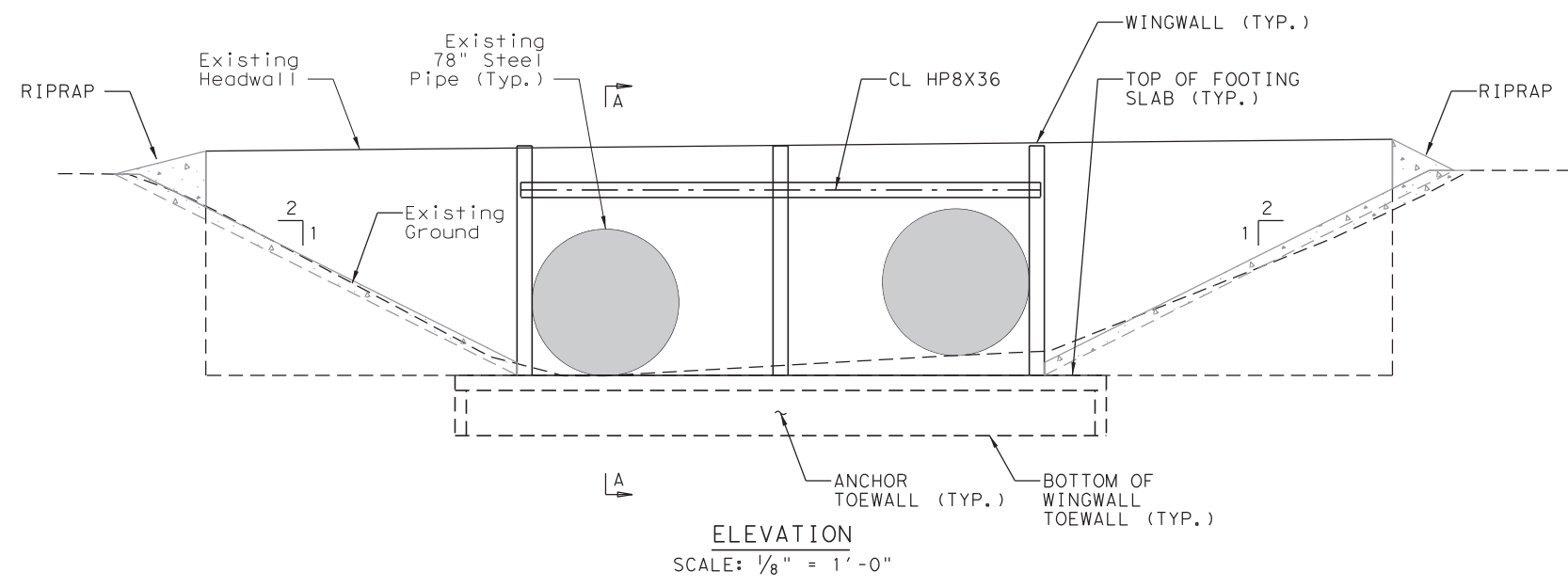
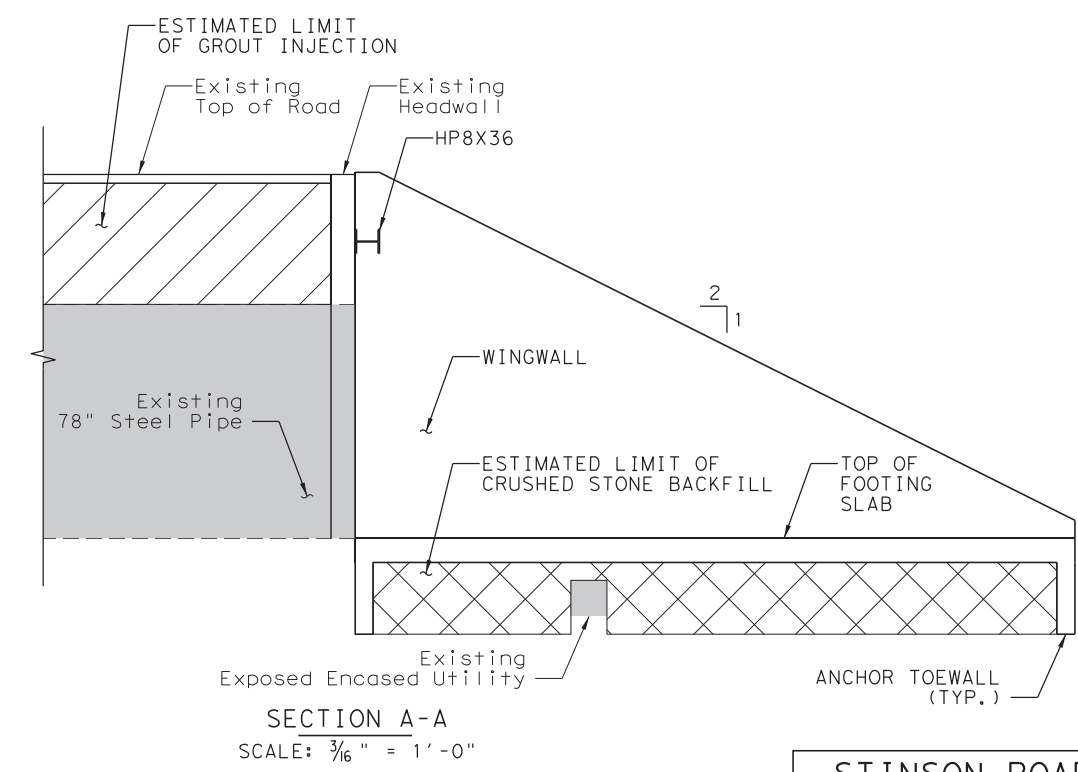
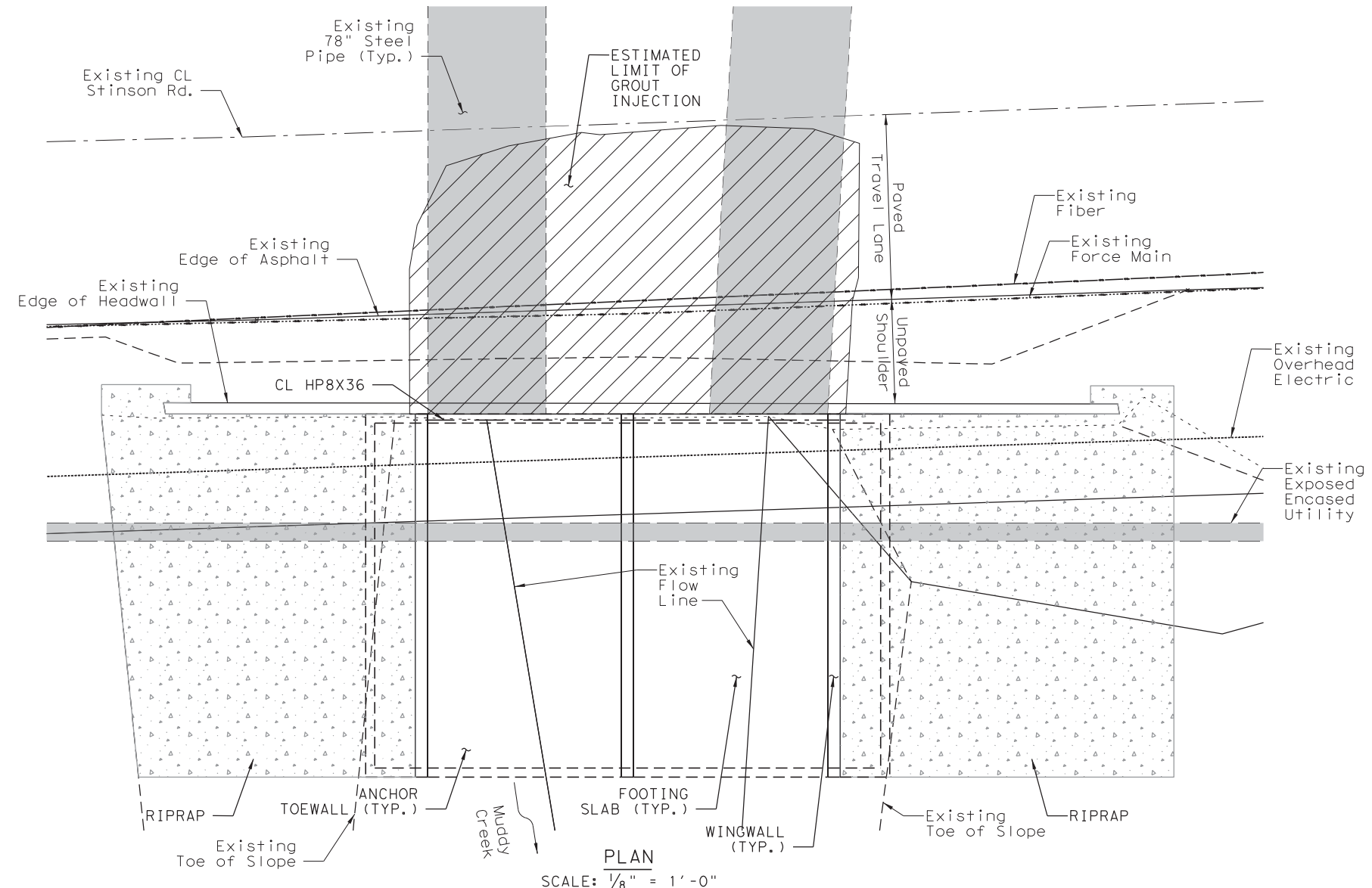


Undermining at headwall 1

3/15/2021



Clarice Westman



GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD SPECIFICATIONS.
2. ALL REINFORCING STEEL SHALL BE GRADE 60.
3. ALL CONCRETE SHALL BE CLASS "C" AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3600 PSI.
4. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI.
5. STEEL HP8X36 GRADE 50.
6. CONCRETE RIP RAP SHALL BE CLASS "B" AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI. PLACE GRADE 60 #3 BARS AT 18" O.C. EACH DIRECTION.
7. CRUSHED STONE BACKFILL MUST BE TESTED FOR COMPLIANCE WITH AASHTO NO. 57 OR EQUIVALENT PHI = 40 DEGREE PRIOR TO PLACEMENT.
8. CRUSHED STONE BACKFILL SHALL BE PLACED IN 6-INCH TO 8-INCH THICK LAYERS AND COMPACTED WITH A PLATE COMPACTOR OR APPROVED EQUAL.
9. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL UTILITY FACILITIES AND ANY COODINATION WITH WORK AS NECESSARY PRIOR TO CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL PLAN.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR SW3P AND WATER DIVERSION PLAN.
12. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, NOVEMBER 2014 EDITION, REFERRED TO AS "THE STANDARD SPECIFICATIONS".
13. IN THE EVENT AN ITEM IS NOT COVERED WITHIN THESE PLANS AND SPECIFICATIONS, THE TXDOT STANDARD SPECIFICATIONS SHALL APPLY.

STINSON ROAD OVER MUDDY CREEK CULVERT

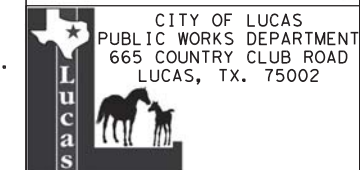
REPAIR DETAILS

SHEET 1 OF 1

CLARICE N. WESTMAN, P.E.
LIC. No. 122204
1903 CENTRAL DRIVE, SUITE 102
BEDFORD, TX 76021
PHONE: 817.618.3640
TBPE REG. F-15243



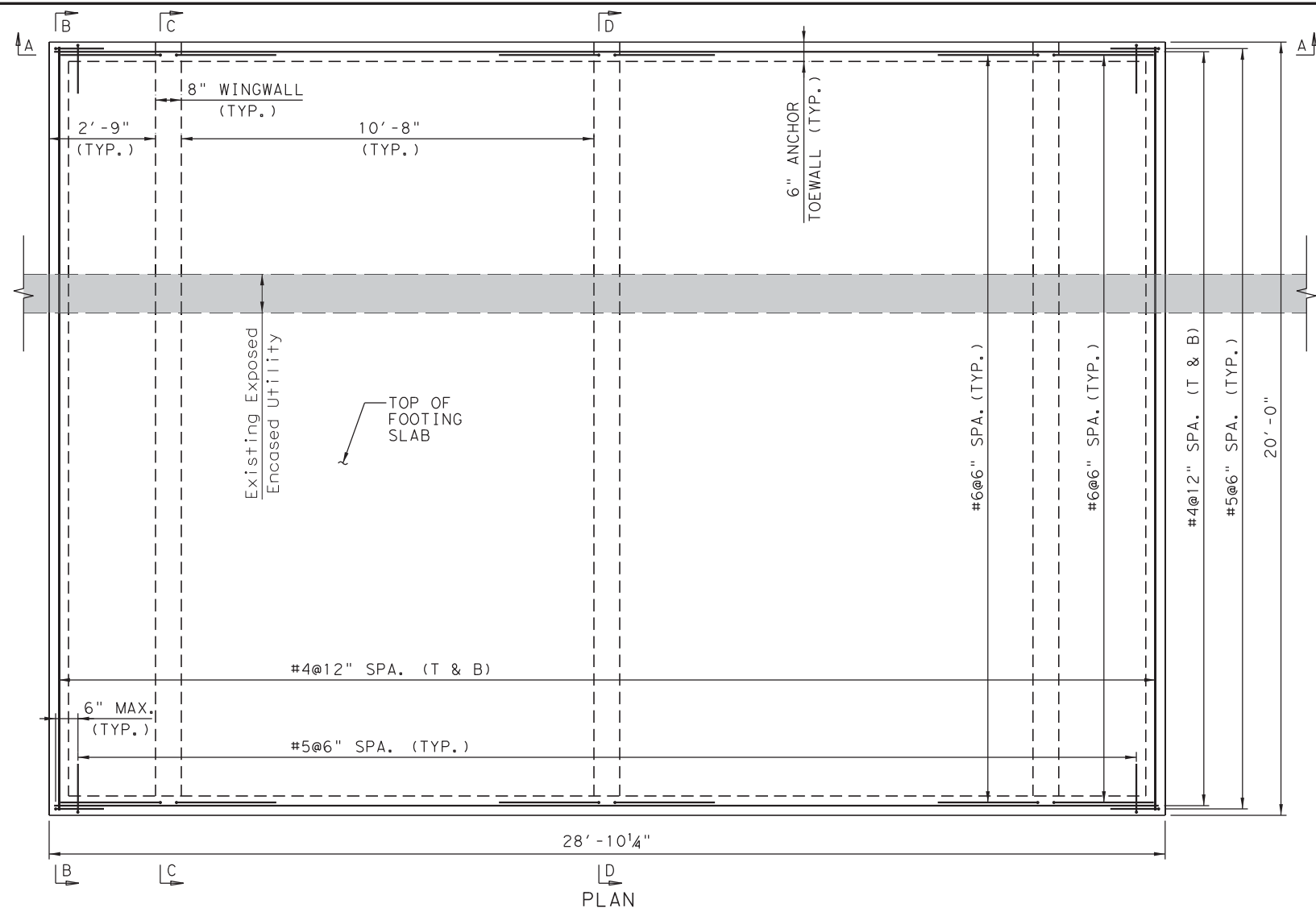
A BCC Engineering Company



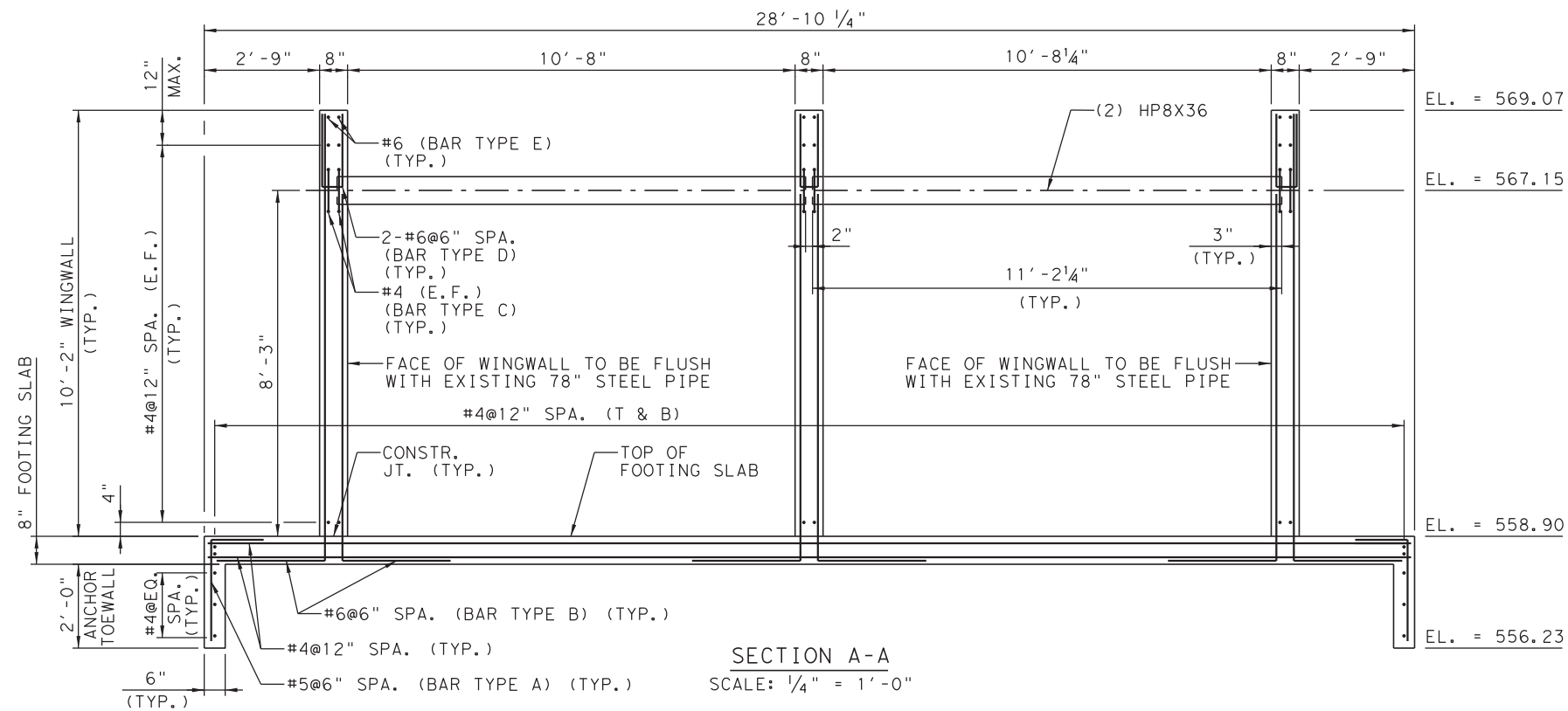
JOB	ROAD	SHEET NO.
20-109	STINSON RD.	1
COUNTY		
COLLIN		

DATE: 3/15/2021 9:36:24 AM
FILE: T:\20-109_Culvert_Repairs\CADD\Stinson_CulvertRepair.DGN

DATE: 3/15/2021 9:36:25 AM
 FILE: T:\20-109 Culvert Repairs\CADD\Stinson_CulvertRepair.DGN



PLAN
 SCALE: 1/4" = 1'-0"



SECTION A-A
 SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. FOR WINGWALL LOCATION, SEE SHEET 1 OF 3.
2. ALL REINFORCING BARS SHALL BE ADJUSTED TO PROVIDE A MINIMUM OF 1 1/4" CLEAR COVER.
3. FOR SECTION B-B, SECTION C-C & SECTION D-D, SEE SHEET 3 OF 3.
4. FOR BAR BENDING DETAILS, SEE SHEET 3 OF 3.
5. FOR CRUSHED STONE BACKFILL DETAIL, SEE SECTION A-A AND NOTE 7 & 8 ON SHEET 1 OF 3.



3/15/2021

Clarice Westman

STINSON ROAD
 OVER
 MUDDY CREEK
 CULVERT

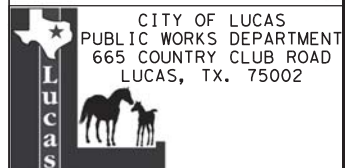
REPAIR DETAILS

SHEET 2 OF 3

CLARICE N. WESTMAN, P.E.
 LIC. No. 122204
 1903 CENTRAL DRIVE, SUITE 102
 BEDFORD, TX 76021
 PHONE: 817.618.3640
 TBPE REG. F-15243

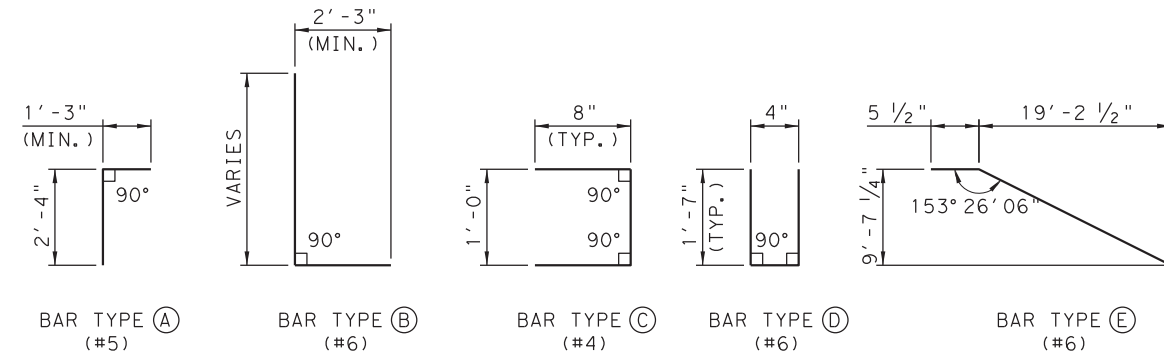
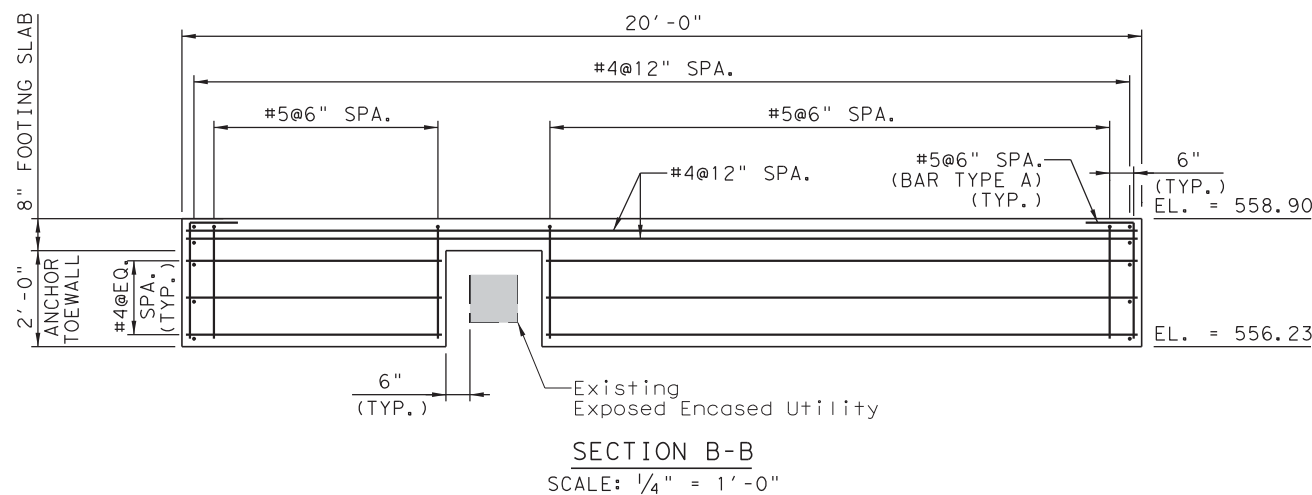
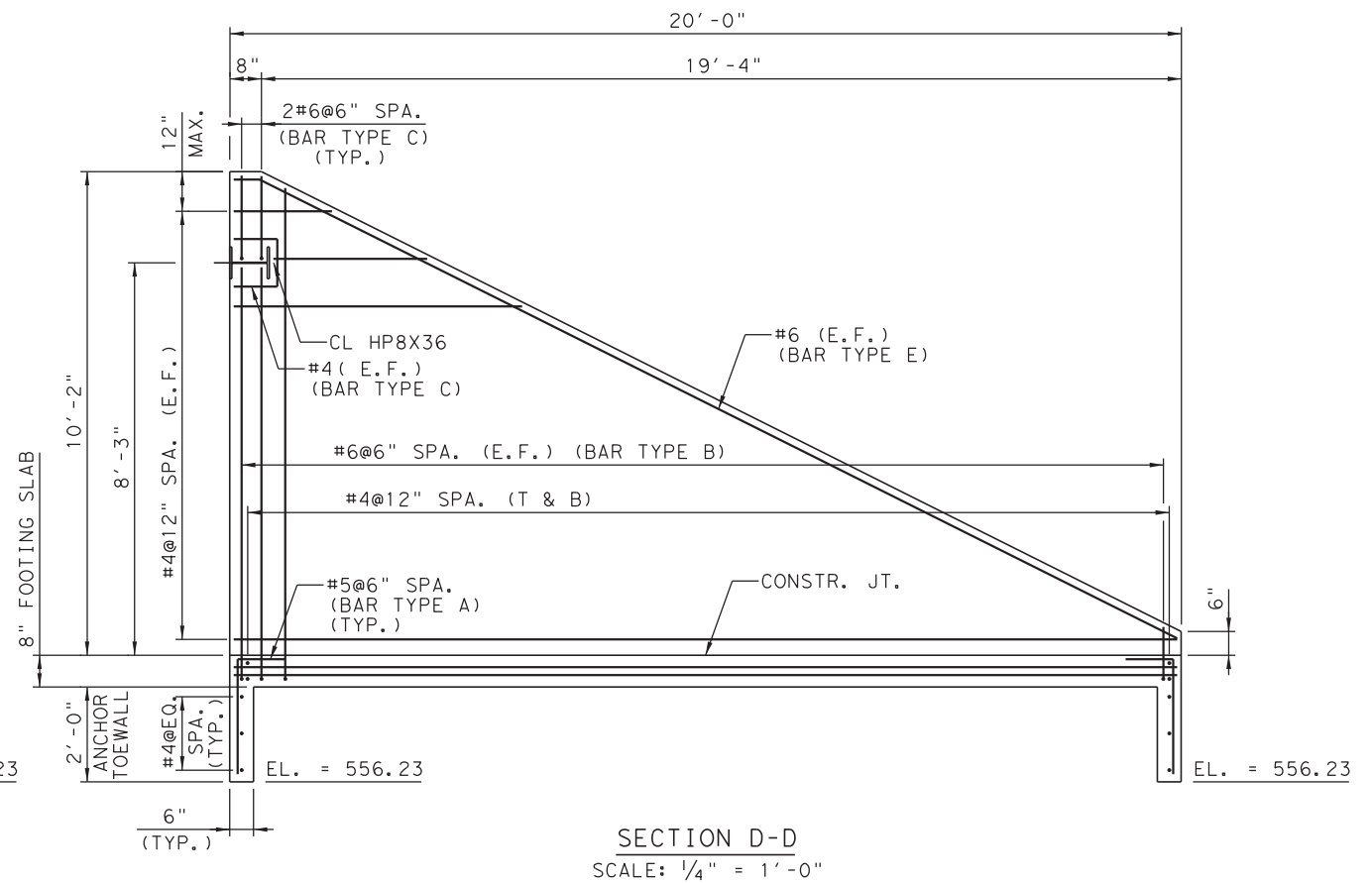
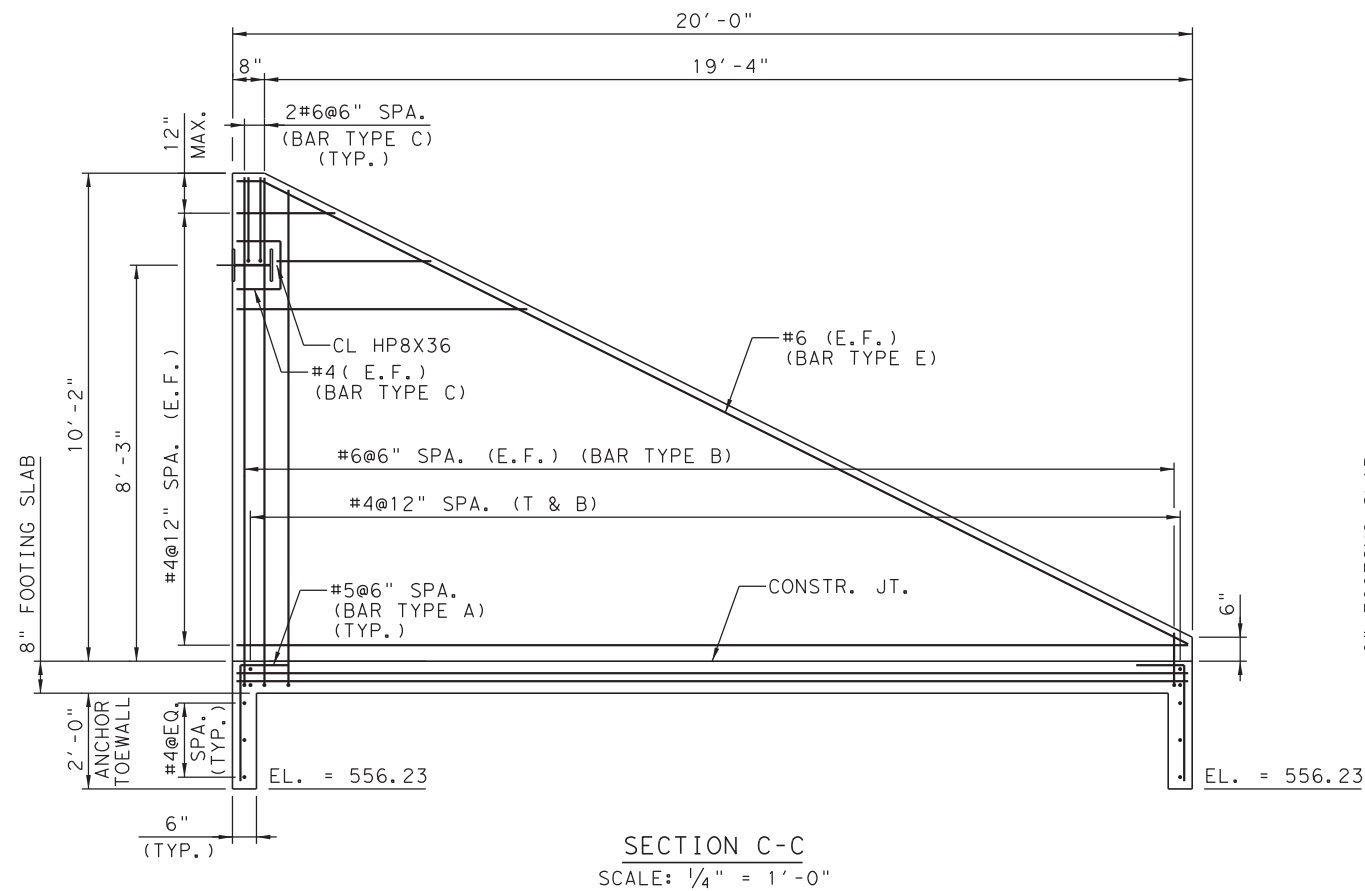


A BCC Engineering Company



JOB	ROAD	SHEET NO.
20-109	STINSON RD.	2
COUNTY		
COLLIN		

DATE: 3/15/2021 9:36:25 AM
 FILE: T:\20-109 Culvert Repair\CADD\Stinson_CulvertRepair.DGN



BAR BENDING DETAILS
 N. T. S.

GENERAL NOTES:

- FOR LOCATION OF SECTIONS, SEE SHEET 2 OF 3.
- ALL REINFORCING BARS SHALL BE ADJUSTED TO PROVIDE A MINIMUM OF 1 1/4" CLEAR COVER.
- FOR CRUSHED STONE BACKFILL DETAIL, SEE SECTION A-A AND NOTE 7 & 8 ON SHEET 1 OF 3.

3/15/2021

Clarice Westman



STINSON ROAD
 OVER
 MUDDY CREEK
 CULVERT

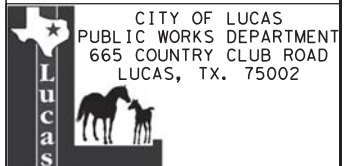
REPAIR DETAILS

SHEET 3 OF 3

CLARICE N. WESTMAN, P.E.
 LIC. No. 122204
 1903 CENTRAL DRIVE, SUITE 102
 BEDFORD, TX 76021
 PHONE: 817.618.3640
 TBPE REG. F-15243



A BCC Engineering Company



JOB	ROAD	SHEET NO.
20-109	STINSON RD.	3
COUNTY		
COLLIN		



City of Lucas City Council Agenda Request July 1, 2021

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider recommendations from the Winningkoff Culvert – Inspection & Repair Recommendations Report provided by BCC Engineering and provide direction to the City Manager.

Background Information

In the fall of 2020, BCC Engineering was engaged to inspect and make recommendations to the Winningkoff Culvert located approximately 800 feet north of East Lucas Road. Their final report was submitted on March 15, 2021, and has been reviewed by City Engineer Stanton Foerster. The report includes an Inspection Record which reflects an overall condition rating of 4 for the culvert crossing and considered structurally deficient. BCC Engineering recommends three options to raise the overall condition rating to at least a 6 or 7, depending on which option is chosen.

Options:

1. Fill and protect both sides of the culvert and channel to repair the loss of backfill and protect against future erosion.
2. Fill and protect both sides of the culvert and channel to repair the loss of backfill and protect against future erosion. Add headwalls at each end of the culvert, advance warning signs and object markers.
3. Fill and protect both sides of the culvert and channel to repair the loss of backfill and protect against future erosion. Add guardrail along both sides of the roadway.

The report indicates if the recommended repairs are implemented properly, the condition rating will improve, and the culvert will no longer be considered structurally deficient.

Attachments/Supporting Documentation

1. Winningkoff Culvert – Inspection & Repair Recommendations Report provided by BCC Engineering, dated March 15, 2021

Budget/Financial Impact

The report indicates a condition rating for each option after repairs and preliminary costs associated with the implementation of each option:

	<u>New Rating</u>	<u>Preliminary Cost</u>
Option #1	6	\$12,000
Option #2	7	\$28,000
Option #3	7	\$35,000



City of Lucas

City Council Agenda Request

July 1, 2021

If funded in Fiscal Year 2020/21, the funding for this work could come from General Fund Account 11-8209-301 (Capital Outlay - Improvement Roads) or Unrestricted General Fund Reserves.

If funded in Fiscal Year 2021/22, the funding for this work could come from a new budget line item.

Recommendation

The City Engineer recommends the following:

- 1) Option #3 in the BCC Engineering report with a preliminary cost of \$35,000 improving the Rating to 7:
 - a. Fill and protect both sides of the culvert and channel to repair the loss of backfill and protect against future erosion. Add guardrail along both sides of the roadway.
- 2) Consider funding in Fiscal Year 2021/22.
- 3) Consider requesting a proposal for project management for these repairs.

Motion

I make a motion to approve/deny _____.



March 15, 2021

Delivered via email email stanton@lucastexas.us

Stanton Foerster, PE
City Engineer
City of Lucas
665 Country Club Road
Lucas, Texas 75002-7651

Subject: Winningkoff Culvert – Inspection & Repair Recommendations

Dear Mr. Foerster:

The attached Inspection Record, from the January 6, 2021 inspection, reflects an overall condition rating of 4 for the culvert crossing. The low condition rating is a result of deficiencies found as detailed in the report. The culvert is considered structurally deficient due to the low condition rating. We are making maintenance and repair recommendations with three options to raise the overall condition rating to at least a 6 or 7, depending on which option is chosen. As such the following recommendations are made:

OPTIONS:

- 1.) Fill and protect the both sides of the culvert and channel to repair the loss of backfill and protect against future erosion.
- 2.) Fill and protect the both sides of the culvert and channel to repair the loss of backfill and protect against future erosion. Add headwalls at each end of the culvert, advance warning signs and object markers.
- 3.) Fill and protect the both sides of the culvert and channel to repair the loss of backfill and protect against future erosion. Add guardrail along both sides of the roadway.

The condition rating after repairs and preliminary costs associated with the implementation of each recommendation are:

	New Rating	Preliminary Cost
Option #1	6	\$12,000
Option #2	7	\$28,000
Option #3	7	\$35,000

If the recommended repairs are implemented properly, the condition rating will improve as described and the culvert will no longer be considered structurally deficient. Please let us know if we can be of further assistance.

Sincerely,
BCC ENGINEERING, INC.


Clarice Westman

Clarice Westman, PE
Project Manager



CULVERT SUMMARY SHEET

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: _____ Route: Winningkoff Road
 Description: Single Barrel Riveted Steel Pipe 800' North of E. Lucas Road
 Feature Crossed: White Rock Creek E Tributary 1-1 Inspector's Signature: Clarice Westman Date: 1/6/2021
 Company Name and Company Number: _____ Lakes Engineering, Inc. F-15243

Selected Component Description and Rating:	Inspection Rating (1085)	Inventory Rating		Operating Rating	
		H	HS	H	HS
Single Barrel Riveted Steel Pipe Culvert	4	-	-	-	-
					
<div style="display: flex; justify-content: space-between; align-items: center;"> 3/12/2021 Clarice Westman </div>					

Comments and/or Upgrade Recommendations (if applicable):
 Loss of backfill on both left and right sides of culvert should be filled and protected. Recommend headwalls and advance warning signs and/or guardrail as appropriate.

Load Posting Limits for Present Condition (if applicable):

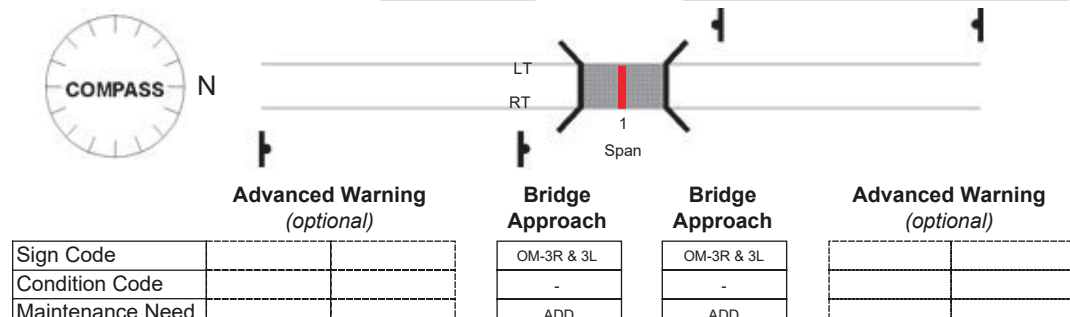
Inventory	Operating	1	2	3	4	5	6
_____ lbs Gross	_____ lbs Gross	□	WEIGHT LIMIT	WEIGHT LIMIT	WEIGHT LIMITS	WEIGHT LIMITS	LOAD ZONED BRIDGE
_____ lbs Tandem Axle	_____ lbs Tandem Axle	□	AXLE OR TANDEM LBS	TANDEM AXLE LBS	GROSS LBS	GROSS LBS	
_____ lbs Axle or Tandem	_____ lbs Axle or Tandem	□	□	□	AXLE OR TANDEM LBS	TANDEM AXLE LBS	
_____ Sign Code	_____ Sign Code	OTHER	R12-2bT	R12-2cT	R12-4Tb	R12-4Tc	W12-5T

Posting Recommendation: _____

Previous Load Posting Recommendations:			Observed Load Posting at Bridge:		
_____ R12-2bT	X	None	_____ R12-2bT	X	None
_____ R12-2cT		lbs Gross	_____ R12-2cT		lbs Gross
_____ R12-4Tb		lbs Tandem Axle	_____ R12-4Tb		lbs Tandem Axle
_____ R12-4Tc		lbs Axle or Tandem	_____ R12-4Tc		lbs Axle or Tandem
_____ Other (desc): _____			_____ Other (desc): _____		

Material Needed

- _____ - R12-2bT
- _____ - R12-2cT
- _____ - R12-4Tb
- _____ - R12-4Tc
- _____ - W12-5
- _____ - Posts
- _____ - Hardware Sets
- _____ - Decals



- | | | | |
|---------------------------|--------------------------|------------------------|---------------------------|
| A. Visible & Legible | D. Improper Position | G. Sign Missing | K. Clean Sign |
| B. Obscured by Vegetation | E. Damaged Beyond Repair | H. Sign & Post Missing | L. Reposition Sign |
| C. Sign Needs Cleaning | F. Sign Down | J. Clear Vegetation | M. Reposition Sign & Post |
| | | | N. None |
| | | | P. Replace Sign |
| | | | S. Replace Sign & Post |



CULVERT INSPECTION RECORD

3/12/2021



Clarice Westman

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: _____ Route: Winningkoff Road

Description: Single Barrel Riveted Steel Pipe 800' North of E. Lucas Road

Feature Crossed: White Rock Creek E Tributary 1-1 Inspector's Signature: Clarice Westman Date: 1/6/2021

Company Name and Company Number: Lakes Engineering, Inc. F-15243 Inspector: Clarice Westman, P.E.

Ratings Defined:

- 0 = Failed condition - bridge closed and beyond repair
- 1 = Failing condition - bridge closed but repairable
- 2 = Critical condition - bridge should be closed until repaired
- 3 = Serious condition - deterioration seriously affects structural capacity
- 4 = Poor condition - deterioration significantly affects structural capacity
- 5 = Fair condition - minor deterioration of structural elements (extensive)
- 6 = Satisfactory condition - minor deterioration of structural elements (limited)
- 7 = Good condition - some minor problems
- 8 = Very good condition - no problems noted
- 9 = Excellent condition
- = Not applicable

General Comment:

Enter a rating for each element of each component. Component ratings should equal the lowest rating of any element of the component, except for Deck. The Deck component is independent of its' associated element ratings. Fully supportive comments are to be made hereon or on attachments for all ratings of 7 or below.

DECK (Item 58)

Minimum	Description	Rating	Comments
1	Deck - Rating	-	N/A
6	Wearing Surface	-	
6	Joints, Expansion, Open	-	
6	Joints, Expansion, Sealed	-	
6	Joints, Other	-	
6	Drainage System	-	
6	Curbs, Sidewalks & Parapets	-	
6	Median Barrier	-	
6	Railings	-	
7	Railing Protective Coating	-	
7	Delineation (curve Markers)	-	
	Other	-	

SUPERSTRUCTURE (Item 59)

Minimum	Description	Rating	Comments
0	Main Members - Steel	-	N/A
0	Main Members - Concrete	-	
0	Main Members - Timber	-	
0	Main Members - Connections	-	
1	Floor System Members	-	
1	Floor System Connections	-	
5	Secondary Members	-	
5	Secondary Members Connections	-	
6	Expansion Bearings	-	
6	Fixed Bearings	-	
6	Steel Protective Coating	-	
	Other	-	
	Component Rating	-	

CULVERT INSPECTION RECORD

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: _____ Route: Winningkoff Road

SUBSTRUCTURE (Item 60)

Minimum	Description	Rating	Comments
0	Abutment Caps	-	There are no backwalls or wingwalls to protect the substructure. The protective coating on the riveted steel pipe is compromised and is affecting the structural integrity of the pipe.
0	Above Ground	-	
0	Below Ground or Foundation	-	
0	Backwalls and Wingwalls	4	
0	Intermediate Supports	-	
	Caps - Concrete	-	
	Caps - Steel	-	
	Caps - Timber	-	
	Above Ground - Concrete	-	
	Above Ground - Steel	-	
	Above Ground - Timber	-	
	Above Ground - Masonry	-	
	Below Ground or Foundation	-	
5	Collision Protection System	-	
6	Steel Protective Coating	4	
	Component Rating	4	

CHANNEL (Item 61)

Minimum	Description	Rating	Comments
0	Channel Banks	4	Photo 2: Upstream channel. Photo 3: Downstream channel. Photo 4: Corrugated metal pipe feeds into East side of culvert from the North. Photo 5: Downstream debris and trees in creek causing disruption to water flow. Flooding potential to road. Photo 6: Bank erosion & scour on the West side of the road. Photo 7: Bank erosion & scour on the East side of the road. Photo 8: Road undermined 4" on the NE corner.
0	Channel Bed	4	
5	Rip Rap, Toe Walls and Aprons	4	
5	Dikes	-	
5	Jetties	-	
	Other	-	
	Component Rating	4	

CULVERTS (Item 62)

Minimum	Description	Rating	Comments
0	Top Slabs	4	Photo 1: Southbound approach. Photo 9: Longitudinal cracking at culvert. Photo 10: Edge cracking at culvert. Photo 11: Transverse cracking at culvert. Photo 12 & 13: Skewed culvert is out of round with a vertical height of 71" on the West side and 69" on the East side with pipe bedding not apparent. Photo 14: West elevation of culvert. Photo 15: East elevation of culvert.
0	Bottom Slab or Footing	4	
0	Abutments & Intermediate Supports	4	
5	Headwalls and Wingwalls	-	
	Other	-	
	Component Rating	4	

CULVERT INSPECTION RECORD

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: _____ Route: Winningkoff Road

APPROACHES (Item 65)

Minimum	Description	Rating	Comments
0	Embankments	4	Photo 16: Erosion on West side of road. Photo 17: Erosion on East side of road. Photo 18: No protective devices or signage on West side to keep traveling public from possibly going into the culvert. Existing Delineation inadequate. Photo 19: No protective devices or signage on East side to keep traveling public from possibly going into the culvert. Existing Delineation inadequate. Photo 20: Standing water due to scour. Photo 21: Standing water due to scour and downstream blockage is approximately 6' deep.
4	Embankment Retaining Walls	-	
5	Slope Protection	4	
5	Roadway	5	
6	Relief Joints	-	
6	Drainage	4	
6	Guardfence	-	
7	Delineation	4	
7	Sight Distance	7	
	Other	-	
	Component Rating	4	

MISCELLANEOUS

Minimum	Description	Rating	Comments
7	Signs	-	This road has no signs in advance of the culvert. This road has no illumination at point of culvert. This road has no warning devices in advance of the culvert.
7	Illumination	-	
7	Warning Devices	-	
7	Utility Lines	-	
	Other	-	

TRAFFIC SAFETY (Item 36)

Description	Rating	Comments
Bridge Railing (036.1)	-	This road has no bridge rail at point of culvert. This road has no transitions at point of culvert. This road has no approach guardrail or ends in advance of the culvert.
Transitions (036.2)	-	
Approach Guardrail (036.3)	-	
Approach Guardrail Ends (036.4)	-	
		Drop off is 5' on the West side and 7' on the East side.

APPRAISAL RATINGS

Description	Rating	Comments
Waterway Adequacy (071)	6	Photo 22: West (upstream) side of culvert has adequate space for water flow and flooding.
Approach Roadway Alignment (072)	8	
		Photo 23: East (downstream) side of culvert has tree and debris in stream causing disruption to water flow.
		Roadway approach alignment is adequate.

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

01: Approach – Southbound



CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

02: Upstream – West Side of Road



CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

03: Downstream – East Side of Road



CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

04: East Side of Winningkoff



Corrugated metal pipe feeds into culvert from the North.

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

05: East Side of Winningkoff



Downstream debris and trees in creek causing disruption to water flow.

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

06: West Side of Winningkoff



Bank erosion & scour.

07: East Side of Winningkoff



Bank erosion & scour.

08: East Side of Winningkoff



Road undermined 4" on NE corner.

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

09: Winningkoff Road – Longitudinal Cracking



10: Winningkoff Road – Edge Cracking



11: Winningkoff Road – Transverse Cracking



CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

12: Culvert Height – West Side



Measured 71".

13: Culvert Height – East Side



Measured 69".

14: Elevation - West View



**DO NOT DISCLOSE – INFORMATION CONFIDENTIAL UNDER THE TEXAS HOMELAND SECURITY ACT
AND 23 USC SECITON 409, SAFETY SENSITIVE INFORMATION**

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

15: Elevation - East View



16: West Side



4' of erosion on NW corner of pipe

17: East Side



8-1/2' of erosion on NE corner of pipe

**DO NOT DISCLOSE – INFORMATION CONFIDENTIAL UNDER THE TEXAS HOMELAND SECURITY ACT
AND 23 USC SECITON 409, SAFETY SENSITIVE INFORMATION**

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

18: West Side



No protective devices or signage.

Delineation inadequate.

19: East Side



No protective devices or signage.

Delineation inadequate.

20: West Side



Standing water due to scour

21: East Side



Standing water due to scour

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

22: West Side



Standing water due to flooding

CULVERT INSPECTION RECORD

Photos

City: Lucas County: Collin Name: Winningkoff Culvert Structure #: N/A Route: Winningkoff Road

23: East Side



Disruption of water flow due to tree and debris



City of Lucas

City Council Agenda Request

July 1, 2021

Item No. 09

Requester: City Engineer Stanton Foerster

Agenda Item Request

Consider an engineering design update regarding the Snider Bridge reconstruction and alignment provided by BCC Engineering and provide direction to the City Manager.

Background Information

The initial design and data collection began in late January of 2020. The City and BCC Engineering met with the United States Army Corps of Engineers (USACE) to discuss the proposed improvements and property rights.

In March of 2021, the USACE recanted their previous assumptions regarding excavation in and near White Rock Creek/Lavon Lake. This has caused substantial delays in the design process. A redesign was required to meet USACE restrictive requirements to maintain all proposed improvements within the existing roadway footprint. The current design is approximately 75% +/- done. The Project Status and Schedule Update Report indicates that the plans should be completed at the 90% level by August 31, 2021.

Attachments/Supporting Documentation

1. Project Status and Schedule Update Report: Snider Bridge & Roadway Improvements provided by BCC Engineering, dated June 21, 2021
2. Snider Lane Bridge New Alignment Exhibit

Budget/Financial Impact

The originally proposed improvements had an estimated construction cost of \$3,893,000 and the newly developed solution has an estimated construction cost of \$3,390,000.

Recommendation

The City Engineer recommends proceeding with the Snider Bridge alignment as presented in the Snider Lane Bridge New Alignment Exhibit.

Motion

I make a motion to approve/deny the Snider Bridge alignment as presented in the Snider Lane Bridge New Alignment Exhibit.



June 22, 2021

Delivered via email stanton@lucastexas.us

Stanton Foerster, PE
City Engineer
City of Lucas
665 Country Club Road
Lucas, Texas 75002-7651

Subject: Project Status and Schedule Update
Snider Bridge & Roadway Improvements (PO #21-01038)

Dear Mr. Foerster:

Below we have provided a general project update, summarized schedule challenges, and updated design milestones.

	<u>Original</u>	<u>Revised</u>
Geotech Exploration:	02/03/20	08/13/20
30% Plans	08/24/20	n/a
60% Plans	01/14/21	07/02/21
90% Plans	03/31/21	08/31/21
Final Plans	06/17/21	11/30/21

During initial development for the project, the City and BCC met with the USACE Fort Worth District Lavon Branch (January 22, 2020) to discuss the proposed improvements and property rights. USACE preliminarily agreed with the proposed improvements and alignment, which included flattening the curve east of the bridge by shifting the roadway slightly to the south. USACE started the official approval process through their real estate division.

USACE notified the City that a permit was required to perform soil borings on the City's roadway within the limits of the Corps property. BCC Engineering prepared exhibits and the permit application. On April 1, 2020, the City submitted the permit request for soil investigations (Temporary Construction License) along the roadway within the roadway easement on USACE property. The permit was granted on August 13, 2020, which caused a substantial delay in gathering initial data.

BCC continued production of the construction plans to 90% based on the USACE preliminary approval and support for the project and its benefit to drainage. Notification from USACE was received on March 9, 2021 stating that the USACE property adjacent to the roadway had been deemed an Environmentally Sensitive Area and that zero encroachment of any improvements is allowed.

BCC explored two viable alignment and bridge alternatives to meet the USACE requirements. One option utilized City property at the northwest of the creek crossing for a reverse curve alignment to minimize reduction of driving speed. Another option maintains the existing curve and optimizes the bridge length. A cost estimate comparison was performed, and the lower cost alternative, maintaining the existing curve, was chosen to continue design.

BCC has redesigned the roadway alignment and bridge to accommodate USACE requirements and maintain all improvements within the footprint of the existing prescriptive easement and eliminate any impacts to adjacent USACE property. Impacts to construction cost due to the changes are minimal. The originally proposed improvements had an estimated construction cost of \$3,893,000 and the newly developed solution has an estimated construction cost of \$3,390,000.

The long review times and delays caused by USACE are an unavoidable part of the design process when dealing with restrictive permitting agencies that have superior jurisdiction; however, design fees remain unchanged, and the project is moving forward smoothly. The redesigned plans are now at approximately 75% completion. BCC expects to have 90% plans ready for City review by September.

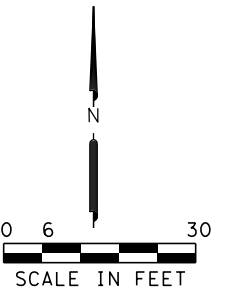
Sincerely,
BCC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Chris Metzler".

Chris Metzler, P.E.
Texas Director of Engineering

DESIGN SPEED = 20 MPH
BRIDGE SPAN = 55 FT

ORIGINAL PROPOSED
ROADWAY ALIGNMENT



JON L. HOLMAN
AND PAULA W. HOLMAN
INST. NO. 20130515000664850
O. P. R. C. C. T.

LOT 10

EXISTING
ROW

PETWAY FARM
SUBDIVISION
CAB. Y, PAGE 643
P. R. C. C. T.

LOT 1

TRACT NO. 4411
UNITED STATES OF AMERICA
VOL. 769, PG. 393
D. R. C. C. T.
(CALLED 0.91 ACRES)

USACE
PROPERTY
LINE

EXISTING
WATER LINE
EASEMENT

EXISTING
PRESCRIPTIVE
EASEMENT
PER NOTE #1

10' WATER LINE ESMT
CAB. Y, PAGE 643
P. R. C. C. T.

COUNTY OF COLLIN
VOL. 2993, PG. 451
D. R. C. C. T.
CALLED 0.06 ACRES

COUNTY OF COLLIN
VOL. 2993, PG. 455
D. R. C. C. T.
CALLED 0.06 ACRES

LANE
12ft
SHLDR
4ft

22+00

BRIDGE
52ft

CL CONST.

23+00

S 89° 51' 51.69"

24+00

SNIDER LANE

SHLDR
1ft

LANE
12ft

20+00 N 77° 11' 53.60" E

21+00

17.5ft

SHLDR
4ft

LANE
12ft

SHLDR
4ft

POB 22+43.91

PT 22+68.07

EXIST. CL
SNIDER LN

EXISTING
PRESCRIPTIVE
EASEMENT
PER NOTE #1

LANE
12ft

SHLDR
1ft

17.5ft

SHLDR
4ft

NOTE:
1. BASED ON COLLIN COUNTY/USA
SUBORDINATION AGREEMENT
VOL. 1021, PG. 440 THE
CITY OF LUCAS HAS
35 FEET PRESCRIPTIVE
EASEMENT ALONG THE EXISTING
CENTERLINE OF SNIDER ROAD.

TRACT NO. 4410
UNITED STATES OF AMERICA
VOL. 755, PG. 382
D. R. C. C. T.
(CALLED 27.80 ACRES)

USACE
PROPERTY
LINE

EXISTING
ROW

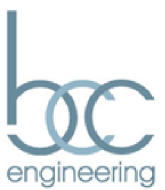
EXISTING
UTILITY
EASEMENT

WHITE ROCK CREEK

ETHAN STUBBS AND
AMY STUBBS
INST. NO.
20150527000616120
O. P. R. C. C. T.

LOT 13

SNIDER LANE BRIDGE NEW ALIGNMENT EXHIBIT





City of Lucas

City Council Agenda Request

July 1, 2021

Requester: City Engineer Stanton Foerster

Agenda Item Request

Provide an update and informational items relating to the Bait Shop Waterline project under design by Huitt-Zollars.

Background Information

In March of 2021, Huitt-Zollars was engaged to design the Bait Shop Waterline project based on a timeline given to the City Engineer by the Texas Department of Transportation (TxDOT) in November of 2020. In June of 2021, TxDOT revised the timeline moving the required relocation of the waterline from March 2022 to December 2022.

Huitt-Zollars is working on the final plans and is submitting permit requests to TxDOT and the North Texas Municipal Water District for crossing their facilities, easements, and rights-of-way. One new City of Lucas easement is required across the Dwarf Willow property.

Huitt-Zollars is working on the proposal to supply the survey data for the easement to the City.

Last month, Huitt-Zollars prepared an opinion of Probable Construction Cost in the amount of +/- \$850,000.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

There is no motion required. This is an update only.



City of Lucas

City Council Agenda Request

July 1, 2021

Item No. 11

Requester: Councilmember Debbie Fisher

Agenda Item Request

Review the City of Lucas Noise Ordinance 2008-05-00611 and discuss possible changes to the ordinance.

Background Information

On May 1, 2008, the City of Lucas adopted Ordinance 2008-05-00611 amending the Code of Ordinances by adding a new article Chapter 8.05 Noise and amending Chapter 2.01.004 regarding animals running at large or disturbing the peace.

Councilmember Debbie Fisher requests the City Council to review the Noise Ordinance and determine if changes are needed so that it is enforceable and will protect neighbors from the imposition of loud noise impacting the enjoyment of their property.

Attachments/Supporting Documentation

1. City of Lucas Noise Ordinance 2008-05-00611

Budget/Financial Impact

NA

Recommendation

NA

Motion

There is no motion required. This is a discussion only.

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

ORDINANCE # 2008-05-00611
[NOISE]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF LUCAS BY AMENDING CHAPTER 8, "OFFENSES AND NUISANCES" BY ADDING A NEW ARTICLE 8.05 TITLED "NOISE"; BY AMENDING CHAPTER 2 "ANIMAL CONTROL" BY AMENDING SEC. 2.01.004(2) TO AMEND THE REGULATIONS FOR DISTURBING THE PEACE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 8 "Offenses and Nuisances", of the Code of Ordinances be, and the same is hereby amended by adding a new Article 8.05 titled "Noise" to read as follows:

"ARTICLE 8.05 NOISE

Sec. 8.05.001 Noise Prohibited.

(a) *Prohibited Noise* is any noise which is unreasonably loud, disturbing, or unnecessary that it is offensive to the ordinary sensibilities of the inhabitants of the city, and which noise renders the enjoyment of life or property uncomfortable, or interferes with public peace and comfort.

(b) *Prohibited Noise.* A person commits an offense if he or she makes, causes to be made, or allows to be made any Prohibited Noise in the city, including but not limited to Prohibited Noise from the following activities:

- (1) Blowing a horn or operating an audible signal device attached to or located on an automobile, motorcycle, bus or other vehicle, except as may be required or permitted by state law;
- (2) Playing a musical instrument, radio, television set, stereo system, loud speaker, public address system, or similar device; and

- (3) For any person operating or controlling a motor vehicle in either a public or private place within the city to operate any sound amplifier which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle, in such a manner that, when operated, it is audible at a distance of 30 feet or, when operated, causes a person to be aware of the vibration accompanying the sound at a distance of 30 feet from the source.

Sec. 8.05.002 Parties responsible.

- (a) The persons responsible for violations of this Article are:
 - (1) *At a private residence:* Any person present at the time of the offense with the apparent authority to control the level of noise at the time of the offense.
 - (2) *At a business or other non-residential location:* The property owner, operator, manager, and employee in charge, and all persons in control of or in possession of an instrument or property generating the noise at the time of the offense.

Sec. 8.05.003 Exemption.

- (a) The following activities are exempt from this Article:
 - (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger, or attempted crime.
 - (2) The sound was produced by authorized emergency vehicle.
 - (3) The sound was produced by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident, or natural disaster.
 - (4) The sound was generated:
 - a. At a lawfully scheduled stadium event.
 - b. By a parade and spectators and participants on the parade route during a permitted parade;
 - c. By spectators and participants at a lawfully scheduled amphitheatre event;
 - d. By a pyrotechnic display that was inspected and approved by the Fire Chief or his designee;

- e. By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert which was sponsored, cosponsored, or permitted by the city; or
 - f. Any other lawfully activity which constitutes protected expression pursuant to the First Amendment of the United States Constitution.
- (5) The sound was produced by aircraft in flight or in operation at an airport, or railroad equipment in operation on railroad rights-of-way.
 - (6) The sound was produced by church bells or church chimes when used as part of a religious observance or service which did not exceed five (5) continuous minutes in duration during any one hour period.
 - (7) The sound was produced from a mechanical loudspeaker or amplifier on a truck or other moving vehicle for the purpose of advertising any show, sale or display of merchandise.
 - (8) The sound was produced from livestock, farm animals or fowl.”

SECTION 2. That Chapter 2 “Animal Control”, of the Code of Ordinances be, and the same is hereby amended by amending Sec. 2.01.004 “Animals running at large or disturbing the peace” by amending Subsection (3) to read as follows:.

“Sec. 2.01.004 Animals running at large or disturbing the peace

It shall be unlawful for any person to do the following in the corporate limits of the City:

....

- (3) Harbor a dog(s) which, by loud, frequent, or habitual barking, howling, yelping, or other noise or action, disturbs any person of ordinary sensibility.

....”

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of

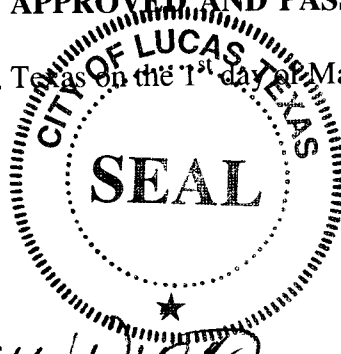
the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Lucas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred (\$500) Dollars for each offense; and each day such violation shall continue shall constitute a separate offense.

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

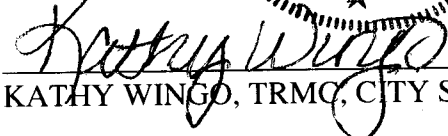
DULY APPROVED AND PASSED by the City Council of the City of Lucas, Collin County, Texas on the 1st day of May, 2008.



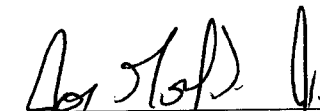
APPROVED:


BILL CARMICKLE, MAYOR

ATTEST:


KATHY WINGO, TRMC, CITY SECRETARY

APPROVED AS TO FORM:


JOE GORFIDA, JR., CITY ATTORNEY
(JJG/ajh 05/02/2008)(24264)



City of Lucas City Council Agenda Request July 1, 2021

Requester: City Council

Agenda Item Request

Consider the use of Zoom video conferencing for City Council and all board/commission meetings and provide direction to City staff.

Background Information

In March of 2020, the Coronavirus pandemic began, and in response to this emergency, Governor Abbott implemented Executive Orders relating to COVID-19 that included suspending certain provisions of the Open Meetings Act to allow for public participation remotely promoting public health and safety. Lucas City Council meetings and all other board/commission meetings were closed to on-site visitors and Zoom video conferencing was established allowing public meetings to continue and the public to participate remotely at all City meetings.

On March 18, 2021, Governor Abbott lifted various restrictions of his Executive Order and all City Council and board/commission meetings were opened to the public with no limitations on the size of gatherings. Currently, certain provisions of the Open Meetings Act continue to be suspended allowing for City Council and board/commission members as well as the public to participate remotely via Zoom. However, when Governor Abbott rescinds the emergency order related to provisions of the Open Meetings Act, City Council and board/commission members will be required to follow the current law outlined in Section 551.127 of the Texas Government Code. In general, the presiding officer must be physically present at the location where the meeting is being held and a quorum must also be physically present. For all requirements relating to video conferencing, see the attachment of Section 551.127 of the Texas Government Code.

Below are various cities that were polled to determine the current use of Zoom from other cities and the capacity that video conferencing is being used:

City	Zoom	Council/Board Attendance
Allen	No	In-Person
Parker	No	In-Person
Wylie	No	In-Person
Fairview	Yes (Citizens Only)	In-Person
Sachse	Yes (Citizens Only)	In-Person
Rowlett	Yes (Citizens Only)	In-Person
Plano	Yes (Citizens Only)	In-Person
Desoto	Yes (Citizens Only)	In-Person

The City also uses Swagit live streaming software to live stream all City meetings. This software allows for viewing of the meeting, but no public participation is conducted through this software.



City of Lucas
City Council Agenda Request
July 1, 2021

Item No. 12

Attachments/Supporting Documentation

1. Section 551.127 of the Texas Government Code
2. Zoom Meeting Participant Report

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve/deny [continuing/discontinuing] the use of Zoom video conferencing for City Council and all board/commission meetings.

Texas Government Code – Open Meetings Section 551.127 – Videoconference Calls

Sec. 551.127. VIDEOCONFERENCE CALL. (a) Except as otherwise provided by this section, this chapter does not prohibit a governmental body from holding an open or closed meeting by videoconference call.

(a-1) A member or employee of a governmental body may participate remotely in a meeting of the governmental body by means of a videoconference call if the video and audio feed of the member's or employee's participation, as applicable, is broadcast live at the meeting and complies with the provisions of this section.

(a-2) A member of a governmental body who participates in a meeting as provided by Subsection (a-1) shall be counted as present at the meeting for all purposes.

(a-3) A member of a governmental body who participates in a meeting by videoconference call shall be considered absent from any portion of the meeting during which audio or video communication with the member is lost or disconnected. The governmental body may continue the meeting only if a quorum of the body remains present at the meeting location or, if applicable, continues to participate in a meeting conducted under Subsection (c).

(b) A meeting may be held by videoconference call only if a quorum of the governmental body is physically present at one location of the meeting, except as provided by Subsection (c).

(c) A meeting of a state governmental body or a governmental body that extends into three or more counties may be held by videoconference call only if the member of the governmental body presiding over the meeting is physically present at one location of the meeting that is open to the public during the open portions of the meeting.

(d) A meeting held by videoconference call is subject to the notice requirements applicable to other meetings in addition to the notice requirements prescribed by this section.

(e) The notice of a meeting to be held by videoconference call must specify as a location of the meeting the location where a quorum of the governmental body will be physically present and specify the intent to have a quorum present at that location, except that the notice of a meeting to be held by videoconference call under Subsection (c) must specify as a location of the meeting the location where the member of the governmental body presiding over the meeting will be physically present and specify the intent to have the member of the governmental body presiding over the meeting present at that location. The location where the member of the governmental body presiding over the meeting is physically present shall be open to the public during the open portions of the meeting.

(f) Each portion of a meeting held by videoconference call that is required to be open to the public shall be visible and audible to the public at the location specified under Subsection (e). If a problem occurs that causes a meeting to no longer be visible and audible to the public at that location, the meeting must be recessed until the problem is resolved. If the problem is not resolved in six hours or less, the meeting must be adjourned.

(g) The governmental body shall make at least an audio recording of the meeting. The recording shall be made available to the public.

(h) The location specified under Subsection (e), and each remote location from which a member of the governmental body participates, shall have two-way audio and video communication with each other location during the entire meeting. The face of each participant in the videoconference call, while that participant is speaking, shall be clearly visible, and the voice audible, to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the physical location described by Subsection (e) and at any other location of the meeting that is open to the public.

(i) The Department of Information Resources by rule shall specify minimum standards for audio and video signals at a meeting held by videoconference call. The quality of the audio and video signals perceptible at each location of the meeting must meet or exceed those standards.

(j) The audio and video signals perceptible by members of the public at each location of the meeting described by Subsection (h) must be of sufficient quality so that members of the public at each location can observe the demeanor and hear the voice of each participant in the open portion of the meeting.

(k) Without regard to whether a member of the governmental body is participating in a meeting from a remote location by videoconference call, a governmental body may allow a member of the public to testify at a meeting from a remote location by videoconference call.

City of Lucas Zoom Meeting Participants

Date	Meeting	Viewers
7/31/2020	City Council	1
8/5/2020	City Council	0
8/6/2020	City Council	55
8/13/2020	P&Z	0
8/20/2020	City Council	54
8/25/2020	Board of Adjustment	1
9/3/2020	City Council	26
9/10/2020	P&Z	29
9/17/2020	City Council	39
9/21/2020	Board of Adjustment	5
9/22/2020	Parks Board	1
10/1/2020	City Council	11
10/8/2020	P&Z	4
10/15/2020	City Council	8
11/5/2020	City Council	18
11/11/2020	City Council Special Meeting	1
11/12/2020	P&Z	20
11/17/2020	Parks Board	1
11/18/2020	Board of Adjustment	1
11/19/2020	City Council	15
12/3/2020	City Council	18
12/10/2020	P&Z	27
12/16/2020	Board of Adjustment	2
12/17/2020	City Council	20
12/21/2020	City Council	0
1/7/2021	City Council	27
1/14/2021	P&Z	16
1/21/2021	City Council	18
1/26/2021	Parks Board	2
2/11/2021	P&Z	5
2/24/2021	Board of Adjustment	1
3/4/2021	City Council	6
3/11/2021	P&Z	3
3/18/2021	City Council	8
3/23/2021	Parks Board	0
4/1/2021	City Council	7
4/8/2021	P&Z	3
4/15/2021	City Council	4
5/6/2021	City Council	10
5/13/2021	P&Z	5
5/20/2021	City Council	2
5/25/2021	Parks Board	1
5/26/2021	Board of Adjustment	1
6/3/2021	City Council	5
Total		481



City of Lucas City Council Agenda Request July 1, 2021

Item No. 13

Requestor: 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 July 1, 2021

Item No. 14

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