



AGENDA

CITY COUNCIL MEETING

May 19, 2022 | 6:30 PM

Council Chambers | Video Conference

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, May 19, 2022, beginning at 6:30 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. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call.

To join the meeting, please click this URL:

<https://us06web.zoom.us/j/83937347874?pwd=Q1p3U3VsajA5a0dpbzNzQ2FjcFZlZz09>

and enter your name and email address

Join by phone: 1-346-248-7799

Webinar ID: 839 3734 7874

Passcode: 325863

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/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Speak Remotely Via Zoom: If you would like to attend a meeting remotely and speak via Zoom, email the City Secretary at shenderson@lucastexas.us by 3:30 pm noting the item you wish to speak on and noting your attendance will be remote. Please note, any requests received after 3:30 pm will not be included at the meeting.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email the City Secretary at shenderson@lucastexas.us by no later than 3:30 pm 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. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

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

Citizen Input

1. Citizen Input

Community Interest

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

2. Items of Community Interest.
 - A. Presentation of Donation from the Lucas Car Show to the Friends of the Lucas Fire-Rescue.

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 May 5, 2022, City Council meeting. **(City Secretary Stacy Henderson)**
 - B. Adoption of Ordinance 2022-05-00953 approving amendments to the City of Lucas Code of Ordinances by amending Chapter 14 Zoning, Section 14.01.004 the definition for “Home Occupation” and providing for an effective date.

Regular Agenda

4. Administer the Oath of Office, Statement of Officer and Certificate of Election to City Council incumbents, Debbie Fisher, City Council Seat 5 and Kathleen Peele, City Council Seat 6 and receive remarks from incoming Councilmembers. **(City Secretary Stacy Henderson)**
5. Consider entering into a Development Agreement with James Irwin for roadway improvements to the first 1,284 feet of Stinson Road south of West Lucas Road and appropriating funds in an amount not to exceed \$596,577.62 (95% of \$627,976.45 - the cost of the roadway improvements) from cash account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$552,577.62 from General Fund Reserves to account 21-8210-491-325 Stinson Road Realignment and authorize the City Manager to execute the agreement. **(Development Services Director Joe Hilbourn)**
6. Consider the West Lucas Road Reconstruction Project and provide direction to the City Manager. **(Design Engineer Christopher Meszler, BCC Engineering, LLC, Public Works Director Scott Holden, Contract Engineer Joe Grajewski, Engineering Management Analyst Patrick Hubbard)**
7. Consider capital project priorities and identify available funding. **(Finance Director Liz Exum, City Manager Joni Clarke)**

8. Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 2, 2022 and ending May 31, 2023. (City Council)

Executive Agenda

9. 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.

10. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
11. 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 May 13, 2022.

Stacy Henderson, City Secretary

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



City of Lucas

City Council Agenda Request

May 19, 2022

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

May 19, 2022

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest

- A. Presentation of Donation from the Lucas Car Show to the Friends of the Lucas Fire-Rescue.

Background Information

NA

Attachments/Supporting Documentation

- 1. Presentation of Donation

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

May 19, 2022

Requester: City Secretary Stacy Henderson

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the May 5, 2022, City Council meeting.
- B. Adoption of Ordinance 2022-05-00953 approving amendments to the City of Lucas Code of Ordinances by amending Chapter 14 Zoning, Section 14.01.004 the definition for "Home Occupation" and providing for an effective date.

Background Information

NA

Attachments/Supporting Documentation

- 1. Minutes of the May 5, 2022, City Council meeting
- 2. Ordinance 2022-05-00953, Home Occupation Ordinance

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.



MINUTES

CITY COUNCIL REGULAR MEETING

May 5, 2022 | 6:35 PM

Council Chambers | Video Conference

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

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

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director Scott Holden
Finance Director Liz Exum
Fire Chief Ted Stephens
Assistant to the City Manager Kent Souriyasak

The regular City Council meeting was called to order at 6:33 pm immediately following the Lucas Fire Control, Prevention, and EMS District Board meeting.

Citizen Input

1. Citizen Input

John Abbott, 935 Bentwater discussed the high grass in the lots next to his home and the need for a higher penalty than what was currently allowed in the City's Code of Ordinances.

Community Interest

2. Items of Community Interest

Mayor Olk discussed upcoming City events related to the farmers market, Founders Day, election day on May 7 and the Lucas Car Show.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the April 21, 2022, City Council meeting.

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

Public Hearing Agenda

4. **Public hearing to consider adopting Ordinance 2022-05-00951 approving a specific use permit request by Christopher Lang, property owner of 1350 Lynn Lane, Glenbrook Estates, Lot 20 to allow a kitchen and food preparation area in an accessory building with habitable space.**

Development Services Director Joe Hilbourn gave a presentation regarding the specific use permit request.

Chris Lang, property owner of 1350 Lynn Lane discussed the use of the accessory building as a mother-in-law quarters and the driveway connection to be made to the accessory building.

The public hearing was opened at 6:52 pm, there being no one wishing to speak, the public hearing was closed.

The Council noted that the deed restrictions should be added as part of the Ordinance.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Lawrence to adopt Ordinance 2022-05-00951 approving a specific use permit request for the property at 1350 Lynn Lane, Glenbrook Estates, Lot 20 allowing a kitchen and food preparation area in an accessory building with habitable space with the amendment to add the deed restrictions as an exhibit to the ordinance. The motion passed by a 6 to 1 vote with Councilmember Fisher voting in opposition.

5. **Public hearing to consider adopting Ordinance 2022-05-00952 approving the rezoning request by Preston Walhood on behalf of Young Dean Homestead, Ltd. for a change in zoning from AO to R-1 on a parcel of land consisting of 44.185 acres, located on the east side of Stinson Road, approximately 55 feet south of the roundabout.**

Development Services Director Joe Hilbourn gave presentation discussing the rezoning request, utilities and overhead lines running through the property and cul-de-sac radius.

The public hearing was opened at 7:02 pm and the following individuals spoke regarding the request:

- Patsy Young, property owner of the 44.185 acres, spoke to selling her property and development of the property.
- Steve Solomon with the Warner Group, developer for the property, spoke regarding development of the property and being compatible with existing adjoining property in the area.
- Donna Hubert, 400 Shiloh spoke regarding flooding in the area and her concerns regarding additional flooding due to the new development and the need for a drainage study to be conducted before development occurred.

The public hearing was closed at 7:20 pm.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to adopt Ordinance 2022-05-00952 approving the rezoning from AO to R-1 on a parcel of land consisting of 44.185 acres, located on the east side of Stinson Road, approximately 55 feet south of the roundabout. The motion passed by a 6 to 1 vote with Councilmember Johnson voting in opposition.

6. Public hearing to consider adopting Ordinance 2022-05-00950 approving amendments to the City’s Code of Ordinances, Chapter 14, Zoning, Division 4, Specific Use Permits.

The public hearing was opened at 7:25 pm, there being no one wishing to speak, the public hearing was closed.

The City Council reviewed the ordinance by each section and made various amendments.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Johnson to adopt Ordinance 2022-05-00950 approving amendments to the City’s Code of Ordinances, Chapter 14, Zoning, Division 4, Specific Use Permits with additional amendments made by the City Council. The motion passed unanimously by a 7 to 0 vote.

7. Public hearing to consider approving amendments to the City’s Code of Ordinances, Chapter 14, Zoning, Section 14.01.004 Definitions, to amend the definition of home occupation and adding regulations for the operation of home occupations.

The public hearing was opened at 8:05 pm, there being no one wishing to speak, the public hearing was closed.

The City Council noted that there was not an ordinance to act upon as there was no recommendation brought forward by the Planning and Zoning Commission. The Council discussed agricultural uses that were exempt from the ordinance, and suggested amending the definition of home-based business regulations that read as follows:

Home occupation: a business, occupation, or profession conducted wholly within an allowable residential building and dwelling unit, by only the residents thereof, and which shall have the following characteristics.

- (1) The activity shall employ only members of the immediate family of the resident of the dwelling unit.
- (2) There shall be no external evidence of the occupation detectable at any lot line, said evidence to include, advertising signs, or displays, smoke, dust, noise, fumes, glare, vibration, electrical disturbance, storage of materials or equipment, or traffic or parking of vehicles in a manner evidencing the conduct of a business or that creates a nuisance to persons of ordinary sensibilities that occupy surrounding properties.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Fisher to approve preparation of an ordinance to be placed on the Consent Agenda at the May 19, 2022, City Council meeting that amends Code of Ordinances Chapter 14, Zoning, Section 14.01.004 Definitions for Home Occupation to add to the definition “allowable residential building and dwelling units”, and Subsection 2, adding “that creates a nuisance to persons of ordinary sensibilities that occupy surrounding properties”. The motion passed by a 6 to 1 vote with Councilmember Keer in opposition.

Regular Agenda

8. Consider authorizing the City Manager to execute the Agreement for Solid Waste and Recycling Services between the City of Lucas and Community Waste Disposal beginning October 1, 2022, for a period of five years.

Assistant to the City Manager Kent Souriyasak gave a presentation regarding the proposed contract for solid waste and recycling services discussing amenities offered in the contract, annual adjustments, and cart allotment.

The City Council discussed with Jason Roemer, Vice President of CWD their rates, services, and rate increase percentages over time.

The following individuals spoke regarding this item:

- Susie Leightner, 2350 Rock Ridge, discussed the trucks that would be used and the amount of wear and tear on roadways.
- Charles Corporen, Lucas resident, asked about the transition plan.

MOTION: A motion was made by Councilmember Baney, seconded by Mayor Pro Tem Peele to authorize the City Manager to execute the Agreement for Solid Waste and Recycling Services between the City of Lucas and Community Waste Disposal beginning October 1, 2022, for a period of five years. The motion passed unanimously by a 7 to 0 vote.

9. Consider adopting Ordinance 2022-05-00949 approving Mid-Year Budget Adjustments for fiscal year beginning October 1, 2021 and ending September 30, 2022.

Finance Director Liz Exum gave a presentation regarding proposed mid-year budget amendments and additional departmental requests. After some discussion with Council, the following motion was made.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Keer to adopt Ordinance 2022-05-00949 approving Mid-Year Budget Adjustments for fiscal year beginning October 1, 2021, and ending September 30, 2022. The motion passed unanimously by a 7 to 0 vote.

- 10. Discuss and review Chapter 7, Streets and Drainage, of the City of Lucas Comprehensive Plan including the Master Thoroughfare Plan and recommend proposed amendments if needed.**

The City Council reviewed amendments proposed to Chapter 7, Streets and Drainage of the Comprehensive Plan and had no further edits to the text proposed, but did additional time to review the Master Thoroughfare Plan regarding reclassification of certain roadways and right of way widths.

There was no formal action taken on this item.

Executive Session Agenda

- 11. Executive Session: The City Council will convene into executive session pursuant to Texas Government Code 551.071(2) to consult with the City Attorney regarding the West Lucas Road widening project.**

The City Council convened into Executive Session at 8:58 pm to consult with the City Attorney regarding the West Lucas Road widening project.

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

The City Council reconvened from Executive Session at 9:24 pm and took no action as a result of the Executive Session.

- 13. Adjournment.**

MOTION: A motion was made by Councilmember Johnson, seconded by Mayor Olk to adjourn the meeting at 9:24 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

City Secretary Stacy Henderson



ORDINANCE 2022-05-00953

[AMENDING CODE OF ORDINANCES, AMENDING CHAPTER 14 “ZONING”, SECTION 14.01.004 “DEFINITIONS” BY AMENDING DEFINITION OF “HOME OCCUPATIONS”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING” BY AMENDING ARTICLE 14.01 TITLED “GENERAL PROVISIONS” BY AMENDING DIVISION 1 TITLED “GENERALLY” BY AMENDING SECTION 14.01.004 TITLED “DEFINITIONS” BY AMENDING THE DEFINITION FOR “HOME OCCUPATION”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled “Zoning” by amending Article 14.01 titled “General Provisions” by amending Division 1 titled “Generally” by amending Section 14.01.004 titled “Definitions”, to read as follows:

“CHAPTER 14

ZONING

ARTICLE 14.01 GENERAL PROVISIONS

Division 1. Generally

...

Sec. 14.01.004 Definitions

...

Home occupation. A business, occupation, or profession conducted wholly within an allowable residential building and dwelling unit by only the residents thereof, and which shall have the following characteristics:

- (1) The activity shall employ only members of the immediate family of the resident of the dwelling unit.
- (2) There shall be no external evidence of the occupation detectable at any lot line, said evidence to include, advertising signs, or displays, smoke, dust, noise, fumes, glare, vibration, electrical disturbance, storage of materials or equipment, or traffic or parking of vehicles in a manner evidencing the conduct of a business or that creates a nuisance to persons of ordinary sensibilities that occupy surrounding properties.

...”

Section 2. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

Section 3. That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 5. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 6. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 7. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 19TH DAY OF MAY, 2022.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(05-10-2022:TM 129520)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

May 19, 2022

Requester: City Secretary Stacy Henderson

Agenda Item Request

Administer the Oath of Office, Statement of Officer and Certificate of Election to City Council incumbents, Debbie Fisher, City Council Seat 5 and Kathleen Peele, City Council Seat 6 and receive remarks from incoming Councilmembers.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

May 19, 2022

Item No. 05

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider entering into a Development Agreement with James Irwin for roadway improvements to the first 1,284 feet of Stinson Road south of West Lucas Road and appropriating funds in an amount not to exceed \$596,577.62 (95% of \$627,976.45 - the cost of the roadway improvements) from cash account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$552,577.62 from General Fund Reserves to account 21-8210-491-325 Stinson Road Realignment and authorize the City Manager to execute the agreement.

Background Information

This project is located on the south side of West Lucas Road and northeast of Stinson Road, between 505 West Lucas Road and 685 West Lucas Road. The property is currently zoned Residential 2-acre (R-2) and has an approved preliminary plat.

As part of the project, Stinson Road will be realigned, and this section will be built as a concrete roadway. The owner will construct roadway facilities that consist of replacing and realigning the existing Stinson Road (approximately 1,284 feet). The Comprehensive Plan that was adopted in 2017 included this realignment. The City will be responsible for its proportional share of roadway improvements, in this case the City's responsibility is 95%.

The developer's total seven-day traffic count was 14,142 trips, creating a daily average of 2,020 trips. The number of lots proposed is 10, with an average trip count of 10 trips for each lot, per day creating 100 trips per day. $100/2,020 = .0495$, the City's proportional share is 95%. Staff does have a concern that all traffic on Stinson Road was included in the analysis, and some traffic may continue to use the existing section of road.

In the Development Agreement, Article 3, Section 2, City Cost Participation for Roadway Improvements states: The City agrees to participate in the costs of the Roadway Improvements as set forth herein. The City's participation in the cost of the construction of the Roadway Improvements shall be 95% of the actual Roadway Improvement Costs (the "City Participation Amount"). Within thirty (30) days after completion of the Roadway Improvements and acceptance thereof by the City, the City shall pay to the Owner an amount equal to the City Participation Amount. The Owner agrees to competitively bid the Roadway Improvements to at least three (3) contractors.

In March 2022, this item was brought before the City Council and there were concerns regarding timing and creating a neighborhood collector street with houses on either side of the roadway. The developer has attempted to mitigate traffic and speed concerns by changing the alignment of



City of Lucas

City Council Agenda Request

May 19, 2022

Stinson road creating a sweeping T-intersection and placing a significant bend in the road to reduce traffic speeds in the area.

The Area Engineer for TxDOT was asked to review this potential connection. The Engineer indicated that creating an intersection location at Edgewood was better for future signalization (1,800 feet to Lucas Road/N 1378), 2,000+ feet to the Bait Shop. It also creates a benefit of sharing median openings. The developer adjusted the intersection to align with Edgewood based on TxDOT comments.

Staff also requested that the City's Contract Engineer Joe Grajewski evaluate the proposed realignment of Stinson and he provided the following items for consideration:

- Development of a 22.7-acre tract has provided the City of Lucas with an opportunity to re-align Stinson Road south of FM 1378 (West Lucas Road) with Edgewood Drive to the north. The City has requested an analysis on how this revised intersection location would impact traffic mobility and overall safety.
- The proposed intersection is situated approximately halfway between the two adjacent signalized intersections. The existing intersection of West Lucas Road and Country Club Road is approximately 1,800 feet to the west and the proposed intersection of FM 1378 and Southview Drive is approximately 2,300 feet to the east. According to the Area Engineer for TxDOT, this potentially allows for a signalized intersection at this location in the future.
- Design coordination would be required by the engineer for the proposed development to ensure the connection of Stinson Road from the south was aligned with Edgewood Road to the north. An exhibit previously submitted for this intersection indicated a slight off-set between Edgewood Road and Stinson Road which could be resolved with a mild reverse curve to align the two roadways.
- If the intersection is relocated to align with Edgewood Drive to the north, revisions to the existing Stinson Road intersection at FM 1378 are recommended. The safest alternative would be to eliminate the existing intersection by inserting a cul-de-sac bulb north of the driveway for the Lucas Fellowship church. The remaining pavement and culvert would be removed, and the roadside ditch would be re-graded through the former pavement connection. Alternatively, the City could consider re-configuring the intersection limiting traffic movements to "right-in, right-out". This would eliminate left turn movements at the old intersection removing the ability for northbound traffic on Stinson Road to turn westbound on to FM 1378 or westbound traffic on FM 1378 to turn southbound on Stinson Road. As TxDOT proceeds with plans to expand this segment of FM 1378, it is recommended that the proposed median opening for the old intersection be removed.



City of Lucas

City Council Agenda Request

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Staff has also retained the services of a civil engineer to verify traffic counts for this project, the traffic counts are not ready for the packet but should be ready prior to the council meeting. Should the traffic counts differ, modifications to the development agreement would be warranted.

Attachments/Supporting Documentation

1. Proposed Development Agreement
2. Traffic counts provided by developer
3. Opinion of Probable Cost, On-Site Improvements
4. General Fund Roadway Impact Fee Schedule
5. General Fund Reserve Schedule
6. Pavement Schedule and Layout

Budget/Financial Impact

The City's participation cost would include the following:

- \$552,577.62 funding from General Fund Reserves
- \$44,000 funding from cash account 11-1009 General Fund Roadway Impact Fees

The developer will receive reimbursement for the impact fees (\$44,000) as lots are developed.

Recommendation

Staff recommends approving the attached Development Agreement.

Motion

I make a motion to approve/deny authorizing the City Manager to enter into and execute a Development Agreement with James Irwin for roadway improvements to the first 1,284 feet of Stinson Road south of West Lucas Road and appropriating funds in an amount not to exceed \$596,577.62 from cash account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$552,577.62 from General Fund Reserves to account 21-8210-491-325 Stinson Road Realignment.

STATE OF TEXAS §
 § DEVELOPMENT AGREEMENT
COUNTY OF COLLIN §

This Development Agreement (the “Agreement”) is made by and between James Irwin (the “Owner”) and the City of Lucas, Texas (the “City”).

RECITALS

WHEREAS, Owner owns that certain tract of real property consisting of 22.679 acres, more or less, located in the City of Lucas, Collin County, Texas, more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein (the “Property”). Owner intends to develop a ten (10) lot residential subdivision on the Property; and

WHEREAS, Owner has agreed to (i) dedicate a portion of the Property to the City to allow Stinson Road to be extended north through the Property so that it intersects with W. Lucas Road, as generally depicted on **Exhibit B** attached hereto and incorporated herein (the “Dedication Area”) and (ii) construct and install within the Dedication Area a variable width public road (the “Roadway Improvements”); and

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in the Owner’s costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and Owner agree as follows:

Article 1
Term

This Agreement shall commence on the last date all the parties have executed this Agreement (“Effective Date”) and shall terminate on the date (“Expiration Date”) that is the earlier date of (1) the expiration of one (1) year after City acceptance of the Roadway Improvements; or (2) the date the Owner has fully satisfied all of the terms and conditions herein; or (3) unless sooner terminated herein.

Article 2
Definitions

For the purposes of this Agreement, each of the following terms shall have the meanings set forth herein unless the context clearly requires otherwise:

2.01 “**Approved Plans**” means the plans and specifications for the Roadway Improvements and Intersection Improvements approved by the City Manager of the City of Lucas, or designee. The Approved Plans shall be in substantial conformance with the preliminary plans

submitted by the Owner and attached as **Exhibit C**, and the approval shall not be unreasonably withheld.

2.02 “**City Manager**” means the City Manager of the City of Lucas, or designee.

2.03 “**Commencement of Construction**” means (i) preparation and approval of the approved plan, (ii) issuance by all applicable governmental authorities of necessary permits for the construction of the Roadway Improvements, (iii) commencement of grading for the Roadway Improvements pursuant to Approved Plans, (iv) commencement of construction of the Roadway Improvements pursuant to Approved Plans, and (v) issuance by all applicable governmental authorities of necessary permits for construction of the Roadway Improvements pursuant to Approved Plans.

2.04 “**Completion of Construction**” means that (i) the Roadway Improvements have been substantially completed in accordance with the Approved Plans, (ii) a certificate of substantial completion has been issued by the general contractor(s) and engineer(s)/architect(s) for the Roadway Improvements, and a copy of such certificate has been delivered to the City, and (iii) the Roadway Improvements have been accepted in writing by the City, which the City agrees to do within ten (10) days after receipt of request therefore as long as the Roadway Improvements have been constructed substantially in accordance with the Approved Plans.

2.05 “**Effective Date**” shall mean the last date of execution of this Agreement.

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

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

Article 3 Roadway Improvements

3.01 **Construction of Roadway Improvements.** Owner agrees to design and install the Roadway Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City (“City Standards”). The Owner shall submit plans for the design and construction of the Roadway Improvements (“Construction Plans”) to the City for review and approval by the City Manager. The Construction Plans shall include the estimated cost of design and installation of the Roadway Improvements. Subject to extension for delays caused by events of Force Majeure and to the City’s approval of the Approved Plans, Owner agrees to construct the Roadway Improvements. The parties acknowledge and agree that the City and Owner have no

obligation to condemn or pay any sum of money in connection with the dedication of right-of-way except as otherwise provided herein. The Roadway Improvements shall be constructed within the Dedication Area. The Owner agrees and covenants to cause commencement of the Roadway Improvements on or before August 1, 2022, and to cause completion of construction thereof within six (6) months thereafter.

3.02 **City Cost Participation for Roadway Improvements.** The City agrees to participate in the costs of the Roadway Improvements as set forth herein. The City's participation in the cost of the construction of the Roadway Improvements shall be 95% of the actual Roadway Improvement Costs (the "City Participation Amount"), provided, however, that the City Participation Amount will not exceed \$596,577.62. Within thirty (30) days after Completion of the Construction of the Roadway Improvements and acceptance thereof by the City, the City shall pay to the Owner an amount equal to the City Participation Amount. The Owner has already completed the process of competitively bidding the Roadway Improvements and received bids from three (3) contractors, a breakdown of which is attached hereto as **Exhibit D** (the "Bids"). In no case shall the City Participation Amount to the Roadway Improvements exceed thirty percent (30%) of the actual costs of design, engineering, site preparation and construction of any improvements, including buildings or the Roadway Improvements themselves, on the Property as required by the development regulations, whether constructed by Owner or another party ("the Development Infrastructure"), unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

Article 4 Notice

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

If notice to Owner:

James Irwin

With a copy to:

Chris Zillmer
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

If notice to City:

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

With a copy to:

Joseph J. Gorfida, Jr., City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, LLP
500 North Akard Street
1800 Ross Tower
Dallas, Texas 75201

Article 5 Termination

This Agreement shall terminate upon the earliest to occur of the following:

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

Article 6 Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

6.12 **Recordation of Agreement.** A copy of this Agreement shall be recorded in the Deed Records of Collin County, Texas. THIS AGREEMENT AND ALL OF ITS TERMS, CONDITIONS, AND PROVISIONS IS AND SHALL CONSTITUTE A RESTRICTION AND CONDITION UPON THE PROJECT AND ALL PORTIONS THEREOF AND A COVENANT RUNNING WITH THE PROJECT AND ALL PORTIONS THEREOF, AND IS AND SHALL BE BINDING UPON OWNER AND ALL OF ITS HEIRS, SUCCESSORS, AND ASSIGNS AND THE FUTURE OWNERS OF THE PROPERTY AND ANY PORTION THEREOF; PROVIDED, HOWEVER, THIS AGREEMENT SHALL NOT CONSTITUTE AN OBLIGATION OF OR BE DEEMED A RESTRICTION OR ENCUMBRANCE WITH RESPECT TO ANY FINAL PLATTED RESIDENTIAL LOT UPON WHICH A COMPLETED HOME HAS BEEN CONSTRUCTED.

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

6.14 **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

PARTIES' ACKNOWLEDGEMENT OF LUCAS' COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW, AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS; AND OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT AND OTHER DEVELOPMENT OBLIGATIONS IMPOSED BY THE CITY UPON THE DEVELOPMENT.

OWNER ACKNOWLEDGES AND AGREES THAT:

- I. THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT AND THE OTHER DEVELOPMENT OBLIGATIONS IMPOSED BY THE CITY UPON THE PROJECT TO BE PERFORMED BY OWNER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
 - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
 - (C) NUISANCE; AND/OR
 - (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- II. THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE PROJECT PLACES ON THE CITY'S INFRASTRUCTURE.
- III. OWNER HEREBY AGREES THAT ANY INFRASTRUCTURE THAT IT CONSTRUCTS OR PROPERTY THAT IT CONVEYS TO THE CITY PURSUANT TO THIS AGREEMENT AND THE OTHER DEVELOPMENT

OBLIGATIONS IMPOSED BY THE CITY UPON THE PROJECT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY OWNER FOR SUCH INFRASTRUCTURE AND LAND, AND OWNER HEREBY WAIVES ANY CLAIMS THEREFORE THAT IT MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID INFRASTRUCTURE AND CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF THE PROJECT ON THE CITY'S INFRASTRUCTURE. OWNER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

- (IV) OWNER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.
- (V) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- (VI) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(Signature Page Follows)

EXECUTED in duplicate originals this _____ day of _____, 2022.

CITY:

CITY OF LUCAS, TEXAS

By: _____

Name: _____

Title: _____

Approved as to Form

By: _____

Joseph J. Gorfida, Jr.
(02-24-2022: FINAL TM 127991)

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of the City of Lucas, Texas, on its behalf.

Notary Public – State of Texas

EXECUTED in duplicate originals this _____ day of _____, 2022.

OWNER:

By: _____
James Irwin

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by James Irwin.

Notary Public – State of Texas

Exhibit "A"
The Property

Being a tract of land, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas, and being all of that called 22.661 acre tract of land, described by deed to Gus Gibson, Jr. and Walter G. Bedell, as recorded in Volume 1889, Page 283, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found for the northwesterly corner of said 22.661 acre tract, same being the northeasterly corner of a tract of land, described by deed to Chris Koerner and Jessica Koerner, as recorded under Document No. 20160725000950450, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), same being in the southerly monumented line of W. Lucas Road (F.M. 1378);

THENCE South 89°43'16" East, along said southerly monumented line of W. Lucas Road, a distance of 739.61' to a 5/8" iron rod found for the northeasterly corner of said 22.661 acre tract, same being the northwesterly corner of a right-of-way dedication, dedicated by plat recorded in Vol. 2009, Pg. 224, O.P.R.C.C.T. (**LUCAS CHURCH ADDITION**);

THENCE South 00°19'15" East, along the common line between said 22.661 acre tract and said **LUCAS CHURCH ADDITION**, passing a 1/2" iron rod found for the northwesterly corner of Lot 1, Block A, of said **LUCAS CHURCH ADDITION**, at a distance of 15.00', and continuing in all, a total distance of 1283.67' to a point for corner, being the southeasterly corner of said 22.661 acre tract, same being in the northerly line of Lot 3, of **HI FLYIN' ACRES**, an addition to the City of Parker, as recorded in Volume J, Page 929, of the Map Records, Collin County, Texas (M.R.C.C.T.), from which a 5/8" iron rod found bears, South 00°34'004" East, a distance of 3.60';

THENCE North 89°38'41" West, along the southerly line of said 22.661 acre tract, same being along the northerly line of said Lot 3, passing a 1/2" iron rod found, at a distance of 212.71', for the northwesterly corner of said Lot 3, same being the northeasterly corner of Lot 2, of said **HI FLYIN' ACRES**, and continuing along the northerly line of said Lot 2, a total distance of 516.44' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northwesterly corner of said Lot 2;

THENCE North 89°49'30" West, along the southerly line of said 22.661 acre tract, a distance of 283.67' to a 1" iron rod found for the southwesterly corner of said 22.661 acre tract, same being on the southerly side of Stinson Road, said corner also being the southeasterly corner of a tract of land, described by deed to Adagio Investments, Inc., as recorded under Document No. 20180111000049020, O.P.R.C.C.T.;

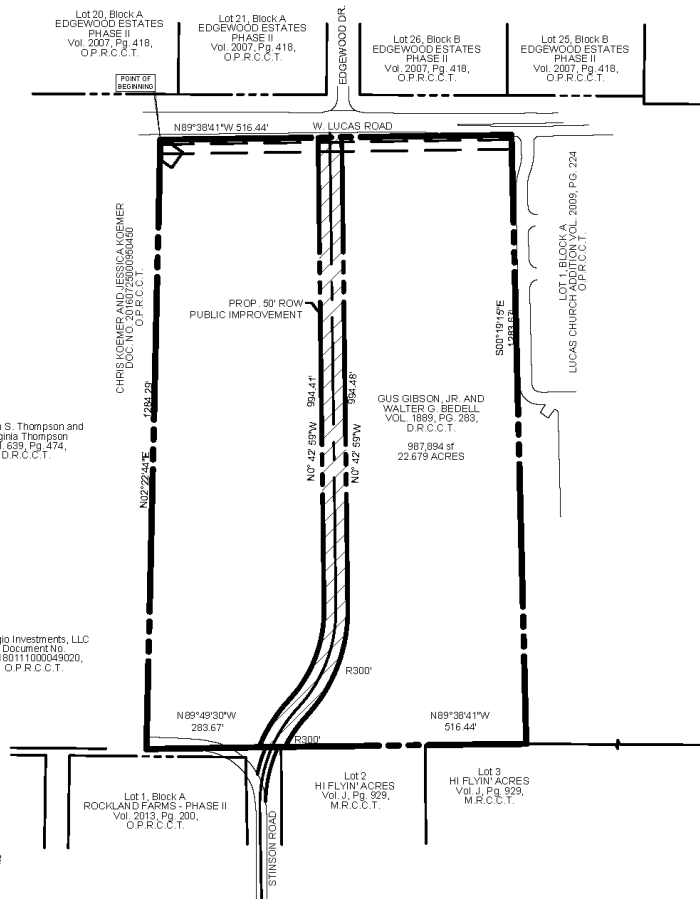
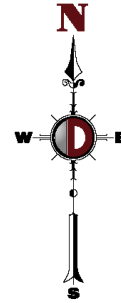
THENCE North 02°22'44" East, along the westerly line of said 22.661 acre, same being the easterly line of said Adagio Investments, LLC tract, passing a 1/2" iron rod found, at a distance of 44.70' and continuing a distance of 390.43' (total easterly line of said Adagio tract: 435.13') a 1/2" iron rod found for the northeasterly corner of said Adagio Investments, LLC tract, same being the southeasterly corner of the aforementioned Koerner tract, and continuing, in all, a total distance of 1284.29' to the **POINT OF BEGINNING** and containing 987,894 square feet or 22.679 acres of land, more or less.

Exhibit "B"

The Dedication Area

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<p>OWNER JAMES IRWIN</p>	<p>DEVELOPER BEDELL PROPERTIES ANDREA BEDELL 15740 HIGHWAY 14, JUSTIN, TX 76247 T: 803-517-9452 EMAIL: BEDELLPROPERTIES@GMAIL.COM</p>	<p>CIVIL ENGINEER DYNAMIC ENGINEERING CONSULTANTS, PC JOSHUA T. EDGE, P.E. 714 S. GREENVILLE, STE 100 ALLEN, TX 75002 T: 972-534-2100 EMAIL: JEDGE@DYNAMICCEC.COM</p>	<p>SURVEYOR NORTH TEXAS SURVEYING, L.L.C. REGISTERED PROFESSIONAL LAND SURVEYORS 1010 WEST UNIVERSITY MCKINNEY, TX 75069 T: 469-424-2374 F: 469-424-1997 EMAIL: NORTHTEXASURVYING.COM FIRM REGISTRATION NO. 10074200</p>
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PRELIMINARY PLAN FOR REVIEW ONLY
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND MARKING UNDER THE AUTHORITY OF JOSHUA T. EDGE, STATE LICENSE NUMBER 19884. IT IS NOT TO BE USED FOR CONSTRUCTION, RECORDING, OR PERMIT PURPOSES.

JOSHUA T. EDGE
PROFESSIONAL ENGINEER
TEXAS LICENSE No. 19884
LOUISIANA LICENSE No. 38156
OKLAHOMA LICENSE No. 27907
COLORADO LICENSE No. 55508
MISSOURI LICENSE No. PE-262027891

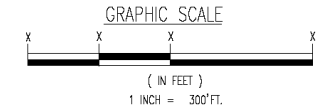


EXHIBIT B
RIGHT OF WAY DESCRIPTION
SINGLE-FAMILY SUBDIVISION - LUCAS
CITY OF LUCAS, TEXAS
22.679 ACRE LOT

DYNAMIC ENGINEERING
(DB) DYNAMIC ENGINEERING CONSULTANTS, PC

LAND DEVELOPMENT CONSULTING • PERMITTING • SURVEYING • ENVIRONMENTAL • SURVEY • PLANNING & ZONING

1506 Collins, Suite 200 • 1728314219 • Austin, TX 78741 • 512.333.2222 • Chris@dynamicce.com • 512.333.2222
1506 Collins, Suite 200 • 1728314219 • Austin, TX 78741 • 512.333.2222 • Chris@dynamicce.com • 512.333.2222
1506 Collins, Suite 200 • 1728314219 • Austin, TX 78741 • 512.333.2222 • Chris@dynamicce.com • 512.333.2222

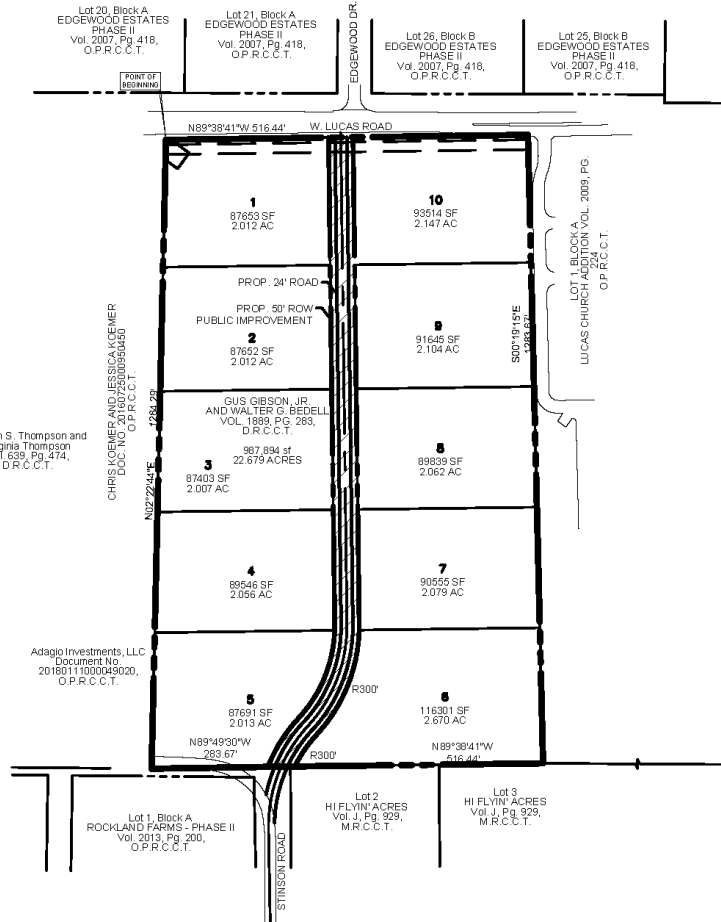
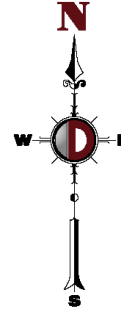
Plotted: 09/21/21 - 4:12 PM, By: nduncan, - Product Ver: 24.0s (LMS Tech)
File: \\decpc.local\decfolders\Data\DECPC PROJECTS\3943 James Irwin\99-001 Single Family Subd- Lucas TX\Dwg\Exhibit

Exhibit "C"

The Preliminary Plans

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<p>OWNER JAMES IRWIN</p>	<p>DEVELOPER BEDELL PROPERTIES ANDREA BEDELL 15740 HIGHWAY 14, JUSTIN, TX 78247 T: 903-517-9452 EMAIL: BEDELLPROPERTIES@GMAIL.COM</p>	<p>CIVIL ENGINEER DYNAMIC ENGINEERING CONSULTANTS, PC JOSHUA T. EDGE, P.E. 714 S. GREENVILLE, STE 100 ALLEN, TX 75002 T: 972-534-2100 EMAIL: JEDGE@DYNAMICCEC.COM</p>	<p>SURVEYOR NORTH TEXAS SURVEYING, LLC. REGISTERED PROFESSIONAL LAND SURVEYORS 1010 WEST UNIVERSITY MCKINNEY, TX 75069 T: 469-424-2074 F: 469-424-1997 EMAIL: NORTHTEXASURVEYING.COM FIRM REGISTRATION NO. 10074200</p>
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William S. Thompson and
Virginia Thompson
Vol. 639, Pg. 474,
O.P.R.C.C.T.

CHRIS KOEMER AND JESSICA KOEMER
DOC. NO. 2016072000090460
O.P.R.C.C.T.

Adagio Investments, LLC
Document No.
2018011100049020,
O.P.R.C.C.T.

PRELIMINARY PLAN
FOR REVIEW ONLY
THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW
AND MARKED UNDER THE
AUTHORITY OF JOSHUA T. EDGE,
STATE LICENSE NUMBER 108584
ON 09/21/21. THIS DOCUMENT
IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

JOSHUA T. EDGE
PROFESSIONAL ENGINEER
EDGE LICENSE No. 108584
LOUISIANA LICENSE No. 38196
OKLAHOMA LICENSE No. 57807
COLORADO LICENSE No. 32609
MISSOURI LICENSE No. PC-3620027891

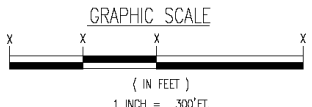


EXHIBIT C
PRELIMINARY PLANS
SINGLE-FAMILY SUBDIVISION - LUCAS
CITY OF LUCAS, TEXAS
10 2+ ACRE LOTS

DYNAMIC ENGINEERING
CONSULTANTS, PC

LAND DEVELOPMENT CONSULTING • SURVEYING • ENGINEERING • DESIGN • PLANNING & BIDDING

1445 Glenview Avenue, Suite 100
Allen, Texas 75002
T: 972.534.2100
www.dynamiccec.com

Texas Registered Engineering Firm No. F-12160
1445 Glenview Avenue, Suite 100
Allen, Texas 75002
T: 972.534.2100
www.dynamiccec.com

LAND DEVELOPMENT CONSULTING • SURVEYING • ENGINEERING • DESIGN • PLANNING & BIDDING
Allen, Texas 75002 | Dallas, Texas 75201 | Houston, Texas 77002 | Fort Worth, Texas 76102 | San Antonio, Texas 78205
Austin, Texas 78701 | El Paso, Texas 79901 | Fort Worth, Texas 76102 | Houston, Texas 77002 | San Antonio, Texas 78205
Dallas, Texas 75201 | Denver, Colorado 80202

Plotted: 09/21/21 - 4:21 PM, By: nduncan, - Product Ver: 24.0s (LMS Tech)
File: \\decpc.local\decfolders\Data\DECPC PROJECTS\3943 James Irwin\99-001 Single Family Sub- Lucas TX\Dwg\Exhibits

Exhibit "D" The Bids



PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST
FOR

Lee Creek Estates
Lucas, Collin County, Texas
2/15/2022
DECPC #: 3943-99-001

Prepared by:
DYNAMIC ENGINEERING CONSULTANTS, P.C.
714 S. Greenville Avenue, Suite 100 Allen, TX 75002

Prepared By: RA
Checked By: JTE

ITEM DESCRIPTION	QUANTITY	UNIT	FreeCon		Watts Excavating		Morrow Construction	
			UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
SITE CLEARING								
Clearing & Grubbing (Greater Than 1/2 an Acre)	1.5	AC	\$14,167.00	\$21,518.81	\$5,000.00	\$7,594.70	\$5,500.00	\$8,354.17
			Subtotal	\$21,518.81	Subtotal	\$7,594.70	Subtotal	\$8,354.17
SITE DEMOLITION								
Sawcutting	147	LF	\$10.00	\$1,465.00	\$15.00	\$2,197.50	\$13.50	\$1,977.75
			Subtotal	\$1,465.00	Subtotal	\$2,197.50	Subtotal	\$1,977.75
FINAL GRADING								
Grading at Pavement	34,281	SF	\$2.31	\$79,189.11	\$1.50	\$51,421.50	\$1.65	\$56,563.65
			Subtotal	\$79,189.11	Subtotal	\$51,421.50	Subtotal	\$56,563.65
EARTHWORK								
Strip Topsoil	408	CY	\$4.00	\$1,633.70	\$5.00	\$2,042.13	\$5.50	\$2,246.34
Respread Topsoil (with stockpiled topsoil)	214	CY	\$7.50	\$1,606.02	\$5.00	\$1,070.68	\$5.50	\$1,177.75
Import & Place Fill	5,872	CY	\$23.15	\$135,930.60	\$12.00	\$70,460.78	\$15.00	\$88,075.98
			Subtotal	\$139,170.32	Subtotal	\$73,573.59	Subtotal	\$91,500.07
SITE WORK								
6" Reinforced Concrete Pavement (#3 Bars @ 18" O.C.E.W)	635	CY	\$417.50	\$265,042.92	\$475.00	\$301,545.83	\$446.46	\$283,427.69
8" Lime Treated Subgrade	846	CY	\$35.15	\$29,752.52	\$70.92	\$60,029.84	\$70.92	\$60,029.84
			Subtotal	\$294,795.44	Subtotal	\$361,575.67	Subtotal	\$343,457.53
SOIL EROSION & SED. CONTROL								
Silt Fence	1377	LF	\$1.40	\$1,927.80	\$5.25	\$7,229.25	\$4.25	\$5,852.25
Construction Entrance	1	EA	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
Concrete Wash-out Area	1	EA	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
			Subtotal	\$9,927.80	Subtotal	\$10,229.25	Subtotal	\$11,352.25

SUBTOTAL: \$546,066.48	SUBTOTAL: \$506,592.21	SUBTOTAL: \$513,205.42
15% CONTINGENCY: <u>\$81,909.97</u>	15% CONTINGENCY: <u>\$75,988.83</u>	15% CONTINGENCY: <u>\$76,980.81</u>
TOTAL COST NOT TO EXCEED: \$627,976.45	TOTAL: \$582,581.04	TOTAL: \$590,186.23

NOTE:
1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans titled Engineering Construction Plans for Lee Creek Estates Subdivision as prepared by Dynamic Engineering Consultants, P.C., dated 02/15/2022.

December 8, 2021

City of Lucas
Development Services
665 Country Club
Lucas, TX 75002

Attn: Joseph Hilbourn

**RE: Traffic Counts
Lee Creek Estates
West Lucas Road (FM 1378)
City of Lucas, Collin County, Texas
3943-99-001T**

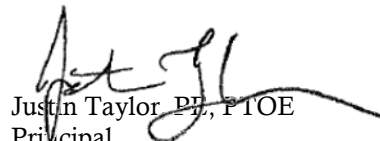
Dear Mr. Hilbourn:

Dynamic Traffic has conducted traffic counts in support of the above referenced project in order to quantify the amount of “cut-thru” traffic that would utilize the proposed roadway to travel between Stinson Road and West Lucas Road. This traffic count data was collected via the installation of Automatic Traffic Recorders (ATR’s) placed along Stinson Road just east of La Cantera Drive. The ATR’s were placed for the period of one (1) week from Friday, August 27th to Thursday, September 2nd, 2021 and the traffic data is attached. It is anticipated that the ATR’s will be replaced subsequent to the project being completed for another week to determine the volume of existing traffic that will use the proposed roadway. This data and analysis will be provided upon completion of the development.

Please do not hesitate to contact me if you have any questions or comments on the above.

Sincerely,

Dynamic Traffic, LLC


Justin Taylor PE, PTOE
Principal
TX PE License #118486



Dynamic Traffic, LLC

714 S. Greenville Avenue, Suite 100
 Allen, TX 75002
 732-681-0760

Locations: Stinson Rd
 Cross Street: E of La Cantera Dr
 Town/County: Lucas/Collin
 Job #: 3493-99-001T

Site Code:
 Station ID:

Latitude: 0' 0.0000 Undefined

Start Time	23-Aug-21		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	*	*	*	*	*	*	*	*	1	4	3	9	2	6	2	6
01:00	*	*	*	*	*	*	*	*	1	1	1	5	1	2	1	3
02:00	*	*	*	*	*	*	*	*	0	0	0	2	2	1	1	1
03:00	*	*	*	*	*	*	*	*	1	1	2	1	0	0	1	1
04:00	*	*	*	*	*	*	*	*	1	0	1	2	2	0	1	1
05:00	*	*	*	*	*	*	*	*	9	5	4	11	3	2	5	6
06:00	*	*	*	*	*	*	*	*	28	10	9	8	5	0	14	6
07:00	*	*	*	*	*	*	*	*	116	92	29	15	14	6	53	38
08:00	*	*	*	*	*	*	*	*	71	67	34	24	21	16	42	36
09:00	*	*	*	*	*	*	*	*	67	62	53	51	35	26	52	46
10:00	*	*	*	*	*	*	*	*	74	58	52	60	50	30	59	49
11:00	*	*	*	*	*	*	*	*	92	81	51	58	25	36	56	58
12:00 PM	*	*	*	*	*	*	*	*	50	69	53	79	40	70	48	73
01:00	*	*	*	*	*	*	*	*	61	75	50	59	51	74	54	69
02:00	*	*	*	*	*	*	*	*	41	79	26	71	26	61	31	70
03:00	*	*	*	*	*	*	*	*	52	106	46	69	51	52	50	76
04:00	*	*	*	*	*	*	*	*	60	176	51	67	26	48	46	97
05:00	*	*	*	*	*	*	*	*	67	239	33	72	39	74	46	128
06:00	*	*	*	*	*	*	*	*	58	143	41	59	31	61	43	88
07:00	*	*	*	*	*	*	*	*	42	48	33	46	23	33	33	42
08:00	*	*	*	*	*	*	*	*	29	39	16	41	45	34	30	38
09:00	*	*	*	*	*	*	*	*	12	28	17	36	20	13	16	26
10:00	*	*	*	*	*	*	*	*	17	29	5	20	5	6	9	18
11:00	*	*	*	*	*	*	*	*	8	15	6	15	3	6	6	12
Total	0	0	0	0	0	0	0	0	958	1427	616	880	520	657	699	988
Day	0	0	0	0	0	0	0	0	2385	1496	1177	1687				
AM Peak	-	-	-	-	-	-	-	-	07:00	07:00	09:00	10:00	10:00	11:00	10:00	11:00
Vol.	-	-	-	-	-	-	-	-	116	92	53	60	50	36	59	58
PM Peak	-	-	-	-	-	-	-	-	17:00	17:00	12:00	12:00	13:00	13:00	13:00	17:00
Vol.	-	-	-	-	-	-	-	-	67	239	53	79	51	74	54	128

Dynamic Traffic, LLC

714 S. Greenville Avenue, Suite 100

Allen, TX 75002

732-681-0760

Locations: Stinson Rd
 Cross Street: E of La Cantera Dr
 Town/County: Lucas/Collin
 Job #: 3493-99-001T

Site Code:
 Station ID:

Latitude: 0' 0.0000 Undefined

Start Time	30-Aug-21		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	5	2	1	1	2	2	3	5	*	*	*	*	*	*	3	2
01:00	1	4	0	2	0	3	0	1	*	*	*	*	*	*	0	2
02:00	1	1	1	0	1	4	0	1	*	*	*	*	*	*	1	2
03:00	2	1	3	2	1	1	1	0	*	*	*	*	*	*	2	1
04:00	5	0	5	0	2	0	4	0	*	*	*	*	*	*	4	0
05:00	16	3	11	3	8	3	9	0	*	*	*	*	*	*	11	2
06:00	22	21	25	13	34	18	21	16	*	*	*	*	*	*	26	17
07:00	110	73	72	63	113	80	74	89	*	*	*	*	*	*	92	76
08:00	64	73	77	75	79	72	65	65	*	*	*	*	*	*	71	71
09:00	55	57	61	61	57	58	56	64	*	*	*	*	*	*	57	60
10:00	47	35	54	47	35	58	51	42	*	*	*	*	*	*	47	46
11:00	42	58	39	60	62	50	48	64	*	*	*	*	*	*	48	58
12:00 PM	42	68	40	61	65	76	53	72	*	*	*	*	*	*	50	69
01:00	51	76	54	81	51	72	45	68	*	*	*	*	*	*	50	74
02:00	51	53	58	55	58	78	60	78	*	*	*	*	*	*	57	66
03:00	49	106	42	77	54	94	46	113	*	*	*	*	*	*	48	98
04:00	60	161	51	190	51	152	51	183	*	*	*	*	*	*	53	172
05:00	53	219	70	279	73	262	91	308	*	*	*	*	*	*	72	267
06:00	63	156	53	261	50	180	61	155	*	*	*	*	*	*	57	188
07:00	30	61	42	82	22	62	33	70	*	*	*	*	*	*	32	69
08:00	23	52	23	54	33	44	19	63	*	*	*	*	*	*	24	53
09:00	20	26	14	23	16	39	11	25	*	*	*	*	*	*	15	28
10:00	5	12	6	7	10	10	8	19	*	*	*	*	*	*	7	12
11:00	2	7	4	6	5	8	5	7	*	*	*	*	*	*	4	7
Total	819	1325	806	1503	882	1426	815	1508	0	0	0	0	0	0	831	1440
Day	2144		2309		2308		2323		0		0		0		2271	
AM Peak	07:00	07:00	08:00	08:00	07:00	07:00	07:00	07:00	-	-	-	-	-	-	07:00	07:00
Vol.	110	73	77	75	113	80	74	89	-	-	-	-	-	-	92	76
PM Peak	18:00	17:00	17:00	17:00	17:00	17:00	17:00	17:00	-	-	-	-	-	-	17:00	17:00
Vol.	63	219	70	279	73	262	91	308	-	-	-	-	-	-	72	267

Comb. Total	2144	2309	2308	2323	2385	1496	1177	3958
ADT	ADT 2,020	AADT 2,020						



PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST
FOR

Lee Creek Estates
Lucas, Collin County, Texas
12/30/2021
DECPC #: 3943-99-001

Prepared by:
DYNAMIC ENGINEERING CONSULTANTS, P.C.
714 S. Greenville Avenue, Suite 100 Allen, TX 75002

Prepared By: RA
Checked By: JTE

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
SITE CLEARING				
Clearing & Grubbing (Greater Than 1/2 an Acre)	1.5	AC	\$14,167.00	\$21,518.81
			Subtotal	\$21,518.81
SITE DEMOLITION				
Sawcutting	147	LF	\$10.00	\$1,465.00
			Subtotal	\$1,465.00
FINAL GRADING				
Grading at Pavement	34,281	SF	\$2.31	\$79,189.11
			Subtotal	\$79,189.11
EARTHWORK				
Strip Topsoil	408	CY	\$4.00	\$1,633.70
Respread Topsoil (with stockpiled topsoil)	214	CY	\$7.50	\$1,606.02
Import & Place Fill	5,872	CY	\$23.15	\$135,930.60
			Subtotal	\$139,170.32
SITE WORK				
6" Reinforced Concrete Pavement (#3 Bars @ 18" O.C.E.W)	635	CY	\$417.50	\$265,042.92
8" Lime Treated Subgrade	846	CY	\$35.15	\$29,752.52
			Subtotal	\$294,795.44
STRIPING & SIGNAGE				
Traffic Control Measures	1	EA	\$12,000.00	\$12,000.00
			Subtotal	\$12,000.00
STORM DRAINAGE				
5x5 Concrete box culvert	171	LF	\$451.00	\$77,121.00
Concrete Headwall & Footing	2	EA	\$2,850.00	\$5,700.00

Traffic Guardrail	435	LF	\$100.00	\$43,500.00
9" – 12" Grouted Rock Rip-Rap with filter fabric	1,880	SF	\$12.00	\$22,560.00
Subtotal				\$148,881.00

WATER

8" PVC	1,448	LF	\$80.00	\$115,840.00
6" PVC	28	LF	\$60.00	\$1,680.00
Hydrant, Valve & Stem	2	EA	\$6,000.00	\$12,000.00
8" Bend w/ Thrust Block	5	EA	\$700.00	\$3,500.00
8" Valve	9	EA	\$3,000.00	\$27,000.00
8" water line bore	67	LF	\$750.00	\$50,250.00
1" Service Lines	10	EA	\$1,500.00	\$15,000.00
Connections to Existing line	2	EA	\$6,250.00	\$12,500.00
Subtotal				\$237,770.00

FRANCHISE UTILITIES

3-4" PVC Telecommunication Conduits	1,050	LF	\$136.00	\$142,800.00
3-6" Underground Electric Conduits	1,057	LF	\$162.00	\$171,234.00
2" PVC Natural Gas Main	1,110	LF	\$75.00	\$83,250.00
Subtotal				\$397,284.00

SOIL EROSION & SED. CONTROL

Silt Fence	1377	LF	\$1.40	\$1,927.80
Construction Entrance	1	EA	\$2,500.00	\$2,500.00
Concrete Wash-out Area	1	EA	\$5,500.00	\$5,500.00
Subtotal				\$9,927.80

SUBTOTAL:	\$1,342,001.48
15% CONTINGENCY:	\$201,300.22
TOTAL:	\$1,543,301.70

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans titled Engineering Construction Plans for Lee Creek Estates Subdivision as prepared by Dynamic Engineering Consultants, P.C., dated 12/17/2021.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for pro forma or finance purposes.

4) This opinion of probable construction cost is for bonding purposes only.

City of Lucas
General Fund Roadway Impact Fee Schedule
Account 11-1009

		<u>General</u>
Beginning Balance	9/30/2021	\$ 1,289,718
FY 21-22 Budgeted Impact Fee Collections		\$ 470,000
FY 21-22 Capital Project Expenditures:		
21-8210-491-127 Winningkoff Phase 2		\$ (94,516)
21-8210-491-130 Blondy Jhune Rd Alignment		\$ (306,489)
Total GF Roadway Impact Fees Remaining		<u>\$ 1,358,713</u>

City of Lucas
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 10,085,127	\$ 10,085,127
Adjusted For:									
Projected Excess Fund Balance FY 21-22 (Revenue vs. Expense)									\$ 142,236
Additional Restrictions:									
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)					
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -	\$ (41,349)	\$ (41,349)
FY 20-21 FD bunker gear carry-over								\$ (5,000)	\$ (5,000)
FY 20-21 Energov Software/Hardware carry-over								\$ (34,843)	\$ (34,843)
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)	\$ (67,813)
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)					
Reserve for Capital Outlay FY 21-22									\$ -
CC 11-4-21 Reserves for Claremont Springs Drainage (FY 21-22)									\$ (192,025)
CC 11-4-21 Reserves for Brookhaven Culvert (FY 21-22)									\$ (110,758)
CC 12-16-21 Reserves for Water Master Plan (FY 21-22)									\$ (30,000)
CC 1-20-22 Reserves for Records Management Scanning (FY 21-22)									\$ (26,607)
CC 2-17-22 Reserves for Rimrock Detention Pond Design (FY 21-22)									\$ (23,280)
CC 2-17-22 Reserves for Orchard Road Crossing Design (FY 21-22)									\$ (32,450)
CC 4-21-22 Reserves for Pavement Management Projects (FY 21-22)									\$ (236,482)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,936,122	\$ 9,426,756
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	18.3	15.7
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,559,425)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,690,534	\$ 5,867,331
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	12.3	9.7
Restricted during Fiscal Year Audit:									
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 76,647
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 34,707
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ -
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,291,956
Restricted Water Rescue (3105-32)								\$ 120,000	
Restricted FD Equipment (3105-34)								\$ 16,379	
Restricted Cares Funding (3105.40)							\$ 89,755		
Restricted Mass Mutual LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 279,043
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,098	\$ 1,932,353



City of Lucas

City Council Agenda Request

May 19, 2022

Item No. 06

Requester: Design Engineer Christopher Meszler, PE, BCC Engineering, LLC
Public Works Director Scott Holden, PE
Contract Engineer Joe Grajewski, PE
Engineering Management Analyst Patrick Hubbard

Agenda Item Request

Consider the West Lucas Road Reconstruction Project and provide direction to the City Manager.

Background Information

The City of Lucas obtained the services of BCC Engineering for the West Lucas Road Reconstruction Project to transform West Lucas Road (from Angel Parkway to Country Club Road) into a four-lane divided roadway. Drainage is an important feature of this project and BCC Engineering presented a design element to divert some of the drainage from the north side (near the west end of the project) to the south. The City of Lucas, in partnership with BCC Engineering, evaluated the use of a drainage easement on the south side and with the assistance of the City Attorney, it was determined that access to this drainage easement may be challenging. The functionality of the drainage system associated with this project is a priority.

This agenda item provides City Council with an opportunity to publicly discuss design alternatives with the engineering team to address not only the drainage associated with this project but any other potential conflicts such as the relocation of utilities to find resolution. This approach will help to minimize delays in the construction phase.

A summary of utility relocations is provided in the attachment titled “West Lucas Road Utility Relocation Summary.” Included in the Preliminary Cost Estimate dated April 11, 2022, are the following utility costs:

Miscellaneous Water Category	\$60,825
12-inch Water Line (Contingency Category)	\$86,400
Parker Force Main	\$59,400 (may be up to \$130,750)

Engineering staff have coordinated with BCC Engineering to develop potential design alternatives to potentially eliminate the use of the drainage easements on the south side of West Lucas Road adjacent to Parker. The goal of this analysis is to determine what alternatives are available, the impact of possible alternatives and the probable cost of each alternative. This information will be provided by BCC Engineering during the City Council Meeting. BCC has assessed the following alternatives:



Item No. 06

City of Lucas
City Council Agenda Request
May 19, 2022

1. **Construct Plans as Designed** - Discharge the Wal-Mart detention pond on the south side of the road in a proposed open channel utilizing the existing drainage easement. Staff and the City Attorney have previously discussed with the Council the challenges involved with this option.
2. **Realign Outfall from Wal-Mart Lucas Addition on the North Side** - Discharge the Wal-Mart detention pond into the proposed open channel on the north side of the road. This would revise the current design to provide for a larger (wider) open channel on the north side required to convey the additional flow from Wal-Mart.
3. **Closed Drainage System with Curb and Gutter Throughout the Project** - Redesign the drainage collection for the entire length of the project (from Angel Parkway to Country Club Road) to be collected with a curb and gutter system into curb inlets and conveyed via underground storm sewers. This would include stormwater discharge from the Wal-Mart detention pond. Discharge from the detention pond in Parker Lake Estates would continue to be conveyed via an open channel on the south side of West Lucas Road to Muddy Creek.
4. **Pipe Wal-Mart Detention Pond Outflow Directly to Muddy Creek** - Redesign the drainage collection from the outfall of the Wal-Mart detention pond to Muddy Creek, on the north side of the road only (westbound lanes), to be collected with a curb and gutter system into curb inlets and conveyed via underground storm sewers. The discharge from the Wal-Mart detention pond would also be conveyed within this proposed storm sewer. The proposed open channel on the north side of the road would be replaced by the underground storm sewer. Stormwater on the south side of the road (eastbound lanes) would be conveyed within a proposed open channel on the south side of the road, albeit a smaller open channel as it would not require capacity to convey flow from the Wal-Mart detention pond.
5. **Curb on the South Side from the West End of the Project to the Outfall of the Parker Lake Estates Detention Pond** - Redesign the drainage collection from Angel Parkway to Muddy Creek, on both sides of the road, to be collected with a curb and gutter system into curb inlets and conveyed via underground storm sewers. This differs from Option #4 in that stormwater on the south side of the road (eastbound lanes) would also be collected and conveyed via the proposed storm sewer system. The proposed open channels on either side of this segment of West Lucas Road would be replaced with underground storm sewers. An open channel would remain south of the right-of-way, east of Parker Lake Estates to convey the discharge from their existing detention pond to Muddy Creek.

Attachments/Supporting Documentation

1. West Lucas Road Utility Relocation Summary



City of Lucas

City Council Agenda Request

May 19, 2022

Item No. 06

Budget/Financial Impact

In June 2019, the City of Lucas received an Engineer’s Opinion of Construction Cost for the West Lucas Road Reconstruction Project from Birkhoff, Hendricks & Carter, LLP in the amount of \$12,550,000. In December 2020, the City of Lucas entered into an Interlocal Agreement with Collin County to obtain funding in the amount of \$8,365,180 from Collin County and with the City of Lucas providing \$4,184,820 in funding. In February 2021, the city entered into a professional services agreement with BCC Engineering, LLC for the following services:

Roadway, Drainage, Environmental, Signing/Marking, Survey, Subsurface Investigation, Utility Coordination, Geotech, Post-Design	\$1,383,490
Construction Inspection Services	\$143,590
Project Management Services	\$430,770
Total	\$1,957,850

This engineering consulting work was funded through Capital Improvements account 21-8210-491-136 which had a balance of \$4,184,820. However, when BCC updated the cost estimate in April 2022, the total estimated project cost was increased to \$13,906,701, resulting in a shortfall of \$1,356,701.

	BHC	BCC (4/11/22)	Difference
Construction	10,503,000	10,932,851	(429,851)
Professional Services	852,470	1,383,490	(531,020)
Land Acquisition	826,000	826,000	0
Quality Control/Materials Testing	210,060	190,000	20,060
Construction Inspection	157,545	143,590	13,955
Project Management	0	430,770	(430,770)
TOTAL	12,550,000*	13,906,701	(1,356,701)

*actual total \$12,549,075 (rounded to \$12,550,000)

Note: It is important to recognize that these cost figures are an opinion of probable costs and may vary from actual costs. The actual cost of the project will be determined when bids are received for the project.

The City Council may choose to earmark the remaining 2019 Certificate of Obligation General Fund balance of \$1,793,193 for the West Lucas Road Project to cover the anticipated shortfall.



City of Lucas
City Council Agenda Request
May 19, 2022

Item No. 06

Recommendations

Chris Meszler, PE of BCC Engineering will present and discuss design alternatives for City Council consideration.

Motion

I make a motion to proceed with design alternative number ____

West Lucas Road Utility Relocation Summary

Provider	Schedule	Last Communication	Coordination Status	Estimated Cost to City	Notes	Construction Impact	Cost Allocated	Location
Atmos	N/A	3/28/2022	Representative to be on-site during operations.	\$0	No Conflicts.	None	0	North Side
NTMWD	N/A	3/2/2022	Representative to be on site during operations.	\$0	No Conflicts.	None	0	Both Sides
Oncor	N/A	2/10/2022	N/A	\$0	Not within Project Limits	None	0	NWC WLR / Angel Pkwy
Charter Spectrum	Pending	4/25/2022	Conducting internal conflict review.	\$0	Conflicts not within dedicated easement.	Minimal	0	South Side
Frontier	Pending	4/21/2022	Relocation plan is complete.	\$0		Minimal	0	South Side
Coserv	Pending	4/21/2022	Relocation within Coserv easement to be City's obligation.	\$55,000	Relocation within Coserv easement may be City's obligation. Approximately 220 LF of relocations within dedicated easements.	Major impact on Phases 3 and 5,	0	South Side
GCEC	Relocation Plan: Mid-May	4/27/2022	Awaiting final relocation plan. Estimated in Mid-May.	\$0		9 poles with major schedule impact at Phase 4. 4 poles with major impact on project closeout.	0	South Side
AT&T	Pending GCEC	4/26/2022	Signed and returned relocation agreement.	\$0		Minimal. Short relocation needed for Phase 5.	0	South Side (GCEC Poles)
Suddenlink	Pending GCEC	4/27/2022	Awaiting relocation agreement signature. Awaiting Final Relocation Plan from GCEC.	\$0		Minimal. Line depth varies/unknown. Roadway crossings in Phase 1, 2, 3, and 4.	0	South Side (GCEC Poles)
UPN	Pending GCEC +2 Week Notice	4/13/2022	Awaiting Final Relocation Plan from GCEC. Can mobilize with 2 weeks notice, per field meeting on 1/6/22.	\$0		Moderate. Relocation needed for Phase 1.	0	South Side (School to East) (GCEC Poles)
City of Lucas Force Main	N/A	2/22/2022	N/A	\$0	No Conflicts.	None	0	
City of Lucas Water Adjustments	WLR Schedule	2/22/2022	West Lucas Road plans complete.	\$60,825	Adjust Valve Boxes - 19 Relocate Hydrant - 7 Adjust Hydrant - 2 Relocate Meter - 9 Adjust Meter - 5 Rem. & Reloc. Hydrant - 1	Major Part of West Lucas Road project.	\$60,825	Both Sides (Mostly North Side)
City of Lucas 12" Water Line	WLR Schedule	2/22/2022	West Lucas Road plans complete.	\$86,400	Potential Conflict at Muddy Creek	Major Part of West Lucas Road project.	\$86,400	North Side (at Muddy Creek)
Parker Force Main	WLR Schedule	N/A	West Lucas Road plans complete.	\$130,750		Major. Part of West Lucas Road project.	\$59,400	South Side





City of Lucas

City Council Agenda Request

May 19, 2022

Item No. 07

Requester: Finance Director Liz Exum
City Manager Joni Clarke

Agenda Item Request

Consider capital project priorities and identify available funding.

Background Information

Staff has prepared a comprehensive spreadsheet identifying key projects and potential funding sources. The spreadsheet is organized into the following categories:

- Bridges
- Drainage
- Equipment/Vehicle
- Facility
- Parks
- Roadways
- Tech
- Water

Projects within each category have a staff priority ranking (High, Medium, Low). Other information includes projected costs, color coded funding information, project lead, and detailed notes. A resource summary with available funding sources is located at the bottom of the spreadsheet.

Coronavirus State and Local Fiscal Recovery Funds (SLFRF) - One of the resources identified in the spreadsheet is the \$2,119,314 of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan. The US Treasury issued the final rule which provided broader flexibility specifically pertaining to replacing lost public sector revenue. The final rule offers a standard allowance for revenue loss of up to \$10 million. The City of Lucas selected the revenue loss category as it allows for the most flexibility in funding projects related to the provision government services with streamlined reporting requirements. The SLFRF funding must be encumbered by December 31, 2024 and must be expended by December 31, 2026.

West Lucas Road - In June 2019, the City of Lucas received an Engineer's Opinion of Construction Cost for the West Lucas Road reconstruction project from Birkhoff, Hendricks & Carter, LLP in the amount of \$12,550,000. In December 2020, the City of Lucas entered into an Interlocal Agreement with Collin County to obtain funding in the amount of \$8,365,180 from Collin County and the City of Lucas funding \$4,184,820. In February 2021, the City entered into a professional services agreement with BCC Engineering, LLC for the following services:



City of Lucas
City Council Agenda Request
May 19, 2022

Item No. 07

Roadway, Drainage, Environmental, Signing/Marking, Survey, Subsurface Investigation, Utility Coordination, Geotech, Post-Design	\$1,383,490
Construction Inspection Services	\$143,590
Project Management Services	\$430,770
Total	\$1,957,850

Funding for this engineering consulting work was funded by Capital Improvements 21-8210-491-136 which had a balance of \$4,184,820. However, when BCC updated the cost estimate in April 2022, the total estimated project cost was \$13,906,701, a shortfall of \$1,356,701.

	BHC	BCC	Difference
Construction	10,503,000	10,932,851	(429,851)
Professional Services	852,470	1,383,490	(531,020)
Land Acquisition	826,000	826,000	0
Quality Control/Materials Testing	210,060	190,000	20,060
Construction Inspection	157,545	143,590	13,955
Project Management	0	430,770	(430,770)
TOTAL	12,550,000*	13,906,701	(1,356,701)

*actual total \$12,549,075 (rounded to \$12,550,000)

Attachments/Supporting Documentation

1. Capital Projects Spreadsheet

Budget/Financial Impact

To be determined.

Recommendations

Utilize the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funding in the amount of \$2,119,314 by reserving \$1,724,889 for the Water Tower Project and \$394,425 for the ambulance.

Earmark the remaining 2019 Certificate of Obligation General Fund balance of \$1,793,193 for the West Lucas Road Project.

Restrict \$810,096 for construction of the bait shop waterline relocation from 2019 Certificate of Obligation Water Fund balance of \$1,471,790.



City of Lucas
City Council Agenda Request
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As the availability of vehicles and equipment continue to be a challenge with anticipated delays, city staff has identified obtaining vehicles and equipment as a priority. Facilities is also a priority with consistent use of the Community Center and the need for additional workspace in City Hall.

Motion

Staff is seeking City Council direction on capital project priorities in preparation for the fiscal year 22/23 budget and making necessary restrictions in preparation for the fiscal 2021 audit.

Capital Projects FY 21/22

Funded
Funding Pending/Partial Funding
Funding Priority/City Staff Recommendation

Category	Fund	Description	Department	Lead	Cost	Source	Priority	Notes
Bridge	G	Snider Bridge Design	PW/Engineering	Scott H	754,185	BCC	High	Snider Lane from Susan Circle to Shady Lane including Bridge over white Rock Creek - FUNDED
Bridge	G	Snider Bridge Construction	PW/Engineering	Scott H	4,972,000	BCC	High	Snider Lane from Susan Circle to Shady Lane including Bridge over white Rock Creek
Bridge	G	Stinson Bridge Design	PW/Engineering	Scott H	802,115	BCC	High	Stinson Road from Bristol Park to Bentwater Drive Including Bridge over Muddy Creek - FUNDED
Bridge	G	Stinson Bridge Construction	PW/Engineering	Scott H	3,665,900	BCC	Med	Stinson Road from Bristol Park to Bentwater Drive Including Bridge over Muddy Creek - Maint Completed
Bridge	G	Winningkoff Bridge-Bridge & Roadway Repair	PW/Engineering	Scott H	400,000	BCC	Low	
Bridge	G	Winningkoff Bridge-Replace	PW/Engineering	Scott H	4,300,000	BCC	Low	
Bridge	G	Winningkoff Bridge-Scour Protection	PW/Engineering	Scott H	32,000	BCC	Low	Staff will continue to monitor condition
Drainage	G	Rimrock Detention Pond-Design	PW/Engineering	Scott H	23,280	BHC	High	Lemontree/Kingswood Drainage Improvements - FUNDED
Drainage	G	Orchard South Culvert & Channel-Design	PW/Engineering	Scott H	32,450	BHC	High	Lemontree/Kingswood Drainage Improvements - FUNDED
Drainage	G	Lynn Lane Culvert & Channel-Design	PW/Engineering	Scott H	52,290	BHC	Low	Lemontree/Kingswood Drainage Improvements
Drainage	G	Rimrock Detention Pond-Construction	PW/Engineering	Scott H	200,000	BHC	High	Lemontree/Kingswood Drainage Improvements
Drainage	G	Orchard South Culvert & Channel-Construction	PW/Engineering	Scott H	360,000	BHC	High	Lemontree/Kingswood Drainage Improvements
Drainage	G	Lynn Lane Culvert & Channel-Construction	PW/Engineering	Scott H	500,000	BHC	Low	Lemontree/Kingswood Drainage Improvements
Drainage	G	Meadowbrook Neighborhood Drainage Study	PW/Engineering	Patrick	130,000	estimate	Med	Cost estimated based on Lemontree/Kingwood Analysis
Drainage	G	Graham Lane Neighborhood Drainage Study	PW/Engineering	Patrick	130,000	estimate	Med	Cost estimated based on Lemontree/Kingwood Analysis
Drainage	G	Fox Glen Neighborhood Drainage Study	PW/Engineering	Patrick	130,000	estimate	Med	Cost estimated based on Lemontree/Kingwood Analysis
Drainage	G	Stinson Drainage (west side) Highland to Creek	PW/Engineering	Jeremy	246,740	Four Star	Low	To improve drainage similar to work done at Claremont Springs
Equip/Veh	G	Fire Engine	Fire-Rescue	Chief	1,225,000	Siddons-Martin	High	Replace Year 2029 - 2004 Spartan - 18 to 24 month delivery - includes equip, radio, truck & cash discount
Equip/Veh	G	Ambulance	Fire-Rescue	Chief	410,000	Siddons-Martin	High	Replace Year 2025 - 2014 Ford F-550/Braum Box - 24 to 36 delivery
Equip/Veh	G	Law Enforcement Vehicle	Administration	Joni/Liz	90,000	estimate	High	Paid \$83,987 in July 2019 for SUV. Truck may be an option.
Equip/Veh	G/W	Backhoe	PW/Engineering	Jeremy	123,787	John Deere	High	
Equip/Veh	G/W	One ton truck with utility bed	PW/Engineering	Joe H	55,000	Internet	High	Need additional lead time for purchasing city vehicles scheduled for 22/23
Equip/Veh	W	Vactron	PW/Engineering	Jeremy	77,580	Estimate	High	
Facility	G	Community Center Rehab	Development Svcs	Joe H	12,000	Joe Hilbourn	Med	Install new flooring, paint, sidewalk to parking area, touch up cabinets, etc.
Facility	G/W	City Hall Renovation	Development Svcs	Joe H	286,479	Craig Jones	High	Funded by CC 5/5/22-PW Building, Renovation City Hall northwest office/customer service area
Facility	G	Fire Station Concrete Drive/Parking	Public Works/Fire	Scott H	TBD	BCC	Low	Evaluate add/alternate for West Lucas Road Project
Parks	G	Park Improvements Community Park	PW/Eng/DS/Admin	TBD	TBD		Low	Expand concrete walking trail
Parks	G	Park Improvements Kenneth R Lewis	PW/Eng/DS/Admin	TBD	30,000	Contractor	High	Repair Pavilion Foundation
Parks	G	Park Improvements Kenneth R Lewis	PW/Eng/DS/Admin	TBD	TBD		Low	Field Enhancements (field renovation, dug outs, shade over bleachers, etc.)
Parks	G	Park Improvements Forest Creek Park	PW/Eng/DS/Admin	Kent	300,000	Vendor	High	Grant Application Unfunded - Replace Playground Equipment
Parks	G	East Winningkoff Trailhead	PW/Eng/DS/Admin	TBD	TBD		Med	Improve trail from trailhead to Trinity Trail
Parks	G	Trail Network Improvement	PW/Eng/DS/Admin	Kent	300,000		Med	TPWD Grant Application Pending - Segment along Estates Parkway connecting Lovejoy High School
Roadways	G	West Lucas Road Reconstruction	PW/Engineering	Scott H	13,906,701	BCC (orig est \$12,550,000)	High	\$8,365,180 2018 Collin County Bonds \$4,184,820 City 2019 COs - Estimated shortfall of \$1,356,701
Roadways	G	Sinston Realignment (Lee Creek Estates)	PW/Engineering/DS	Joe H				Development Agreement Lee Estates - PENDING
Roadways	G	Blondy Jhune	PW/Engineering	Scott H	595,863	Kimley-Horn	High	Development Agreement Hendericks - FUNDED - \$306,489 + credit impact fees \$289,374
Roadways	G	Forest Grove (Neighborhood Collector)	PW/Engineering	Scott H	334,780	TexasBit	High	Orr Road to Stonegate Blvd - major rehabilitation - FUNDED
Roadways	G	Various Roadways	PW/Engineering	Scott H	49,400	TexasBit	High	Crack Seal roadways rated 3 or below by NEXCO Smart Pavement Management System (SPM) - FUNDED
Roadways	G	Forest Grove (Neighborhood Collector)	PW/Engineering	Scott H	14,500	Pavement Doctor	High	Stonegate Boulevard to County Road 321/S-Curve - Asphalt Rejuvenation - FUNDED
Roadways	G	Huntwick Subdivision	PW/Engineering	Scott H	85,000	Four Star	High	Huntwick Concrete Panel Replacement - FUNDED
	G	Winningkoff (Neighborhood Collector)	PW/Engineering	Scott H	TBD		Med	
	G	Snider (Neighborhood Collector)	PW/Engineering	Scott H	TBD		High	Fiscal Year 22/23

Capital Projects FY 21/22

Funded
Funding Pending/Partial Funding
Funding Priority/City Staff Recommendation

Category	Fund	Description	Department	Lead	Cost	Source	Priority	Notes
Tech	G/W	Electronic Work Order System	Administration	Kent	5,000	GovQA	High	Funded by CC 5/5/22
Tech	G/W	Telephone System Replacement	Administration	Kent	12,300	Baxter IT	High	Software and Hardware
Tech	G/W	UPN Backup Internet & Fiber to Facilities	Adminstration	Kent	23,880	Baxter IT	Med	Phase 1 - City Hall and Fire Station
	G/W	UPN Backup Internet & Fiber to Facilities	Adminstration	Kent	34,800	Baxter IT	Med	Phase 2 - McGarity Water Tower and North Pump Staujtion
	G/W	UPN Backup Internet & Fiber to Facilities	Adminstration	Kent	34,800	Baxter IT	Med	Phase 3 - Kenneth R Lewis Park and Community Park
Tech	G/W	Upgrade Facility Security System	Adminstration	Kent	TBD	Baxter IT		Still evaluating security system options for city facilities
Tech	G/W	Enhance Cybersecurity	Adminstration	Kent	TBD	Baxter IT		Baxter IT is evaluating options for enhanced cybersecurity
Water	W	Bait Shop Waterline Relocation	PW/Engineering	Scott H	810,096	Huitt Zollars	High	
Water	W	Water Tower	PW/Engineering	Scott H	2,841,350	BHC	High	PARTIAL FUNDING \$1,116,461 earmarked (\$120,979 from 2017 reserves, \$361,209 from Impact Fees and \$634,273 from 2017 COs)
Water	W	AMI	PW/Engineering	Jeremy	TBD		Low	
Water	W	Water Master Plan Study	PW/Engineering	Scott H	63,800	BHC	High	FUNDED
Water	W	Replacement of 8" Asbestos Water Line	PW/Engineering	Jeremy	TBD		Med	Estates Road

Resources:

2019 COs - Water Fund	1,471,790
2019 COs - General Fund	1,793,193
American Recovery Plan Act	2,119,314
Excess General Fund Reserves (50% 5,867,331)	2,933,666
Excess Water Fund Reserves (50% of \$5,105,308)	2,552,654
\$	10,870,617

- Note 1: Hunt Property Sewer Project has \$263,051 remaining in escrow. City will still need to acquire pumps and test per agreement.
 Note 2: Street maintenance activity for FY 22/23 will be determined using NEXCO Smart Pavement Management System (SPM).
 Note 3: Need information regarding a plan for future city facilities (per CC 5/5/22)



City of Lucas

City Council Agenda Request

May 19, 2022

Item No. 08

Requester: City Council

Agenda Item Request

Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 2, 2022 and ending May 31, 2023.

Background Information

Per the City Charter, Section 3.10 (1) a Mayor Pro Tem shall be selected after each regular election of the City Council members and shall serve in the capacity of Mayor during their absence.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to appoint _____ as Mayor Pro Tem to serve for a one-year period beginning June 2, 2022 and ending May 31, 2023.



City of Lucas City Council Agenda Request May 19, 2022

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 May 19, 2022

Item No. 10

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