



## AGENDA

### CITY COUNCIL MEETING

July 7, 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, July 7, 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. The presiding officer and a quorum of the City Council will be physically present at this meeting.*

To join the meeting, please click this URL:

<https://us06web.zoom.us/j/81923044914?pwd=V2QvTk5pK25nTUR3bW0yeFRnR2RUdz09>

and enter your name and email address

Join by phone: 1-346-248-7799

Webinar ID: 819 2304 4914

Passcode: 626177

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](mailto: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](mailto: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 Proclamation to Legacy 4-H for their competitive achievements and work within the City of Lucas.

## Consent Agenda

---

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

3. Consent Agenda:

- A. Approval of the minutes of the June 16, 2022, City Council meeting. **(City Secretary Stacy Henderson)**
- B. Approve Resolution R 2022-07-00529 adopting the Collin County Hazard Mitigation Action Plan, June 2022, and providing for an effective date. **(Assistant Fire Chief Lance Gant)**
- C. Approve Resolution R 2022-07-00530 authorizing the application for the Central Trail Loop Segment to the Collin County Park and Open Space Project Funding Assistance Program. **(Assistant to the City Secretary Kent Souriyasak)**

## Regular Agenda

---

4. Discuss a proposal submitted by Warren L. Corwin, PE, on behalf of the developer, Frasier Capital, LLC, regarding a proposal to amend the Development Agreement dated June 25, 2009 between the City of Lucas and HHEC SpinCo, LLC pertaining to property located at the intersection of County Club Road and Parker Road and provide direction to the City Manager. **(Development Services Director Joe Hilbourn)**
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 \$762,250 (95% of \$802,368 - the cost of the roadway improvements) from account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$718,250 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 amending FY 21/22 budget by appropriating \$48,960 from unrestricted General Fund Reserves to account 11-8209-303 Drainage to address erosion concerns due to the release of flow from the culvert crossing under the Winningkoff Road reverse curve. **(Public Works Director Scott Holden)**
7. Consider a request to address a citizen concern regarding electrical service and the slope to the retention pond located at 1020 Winningkoff Road and authorize an appropriation in the amount of \$59,820 from unrestricted General Fund Reserves to account 11-8309-302 Culvert Maintenance. **(Development Services Director Joe Hilbourn)**
8. Consider a proposed amendment to the Wilson Creek Settlement Agreement between the North Texas Municipal Water District, the City of Lucas, and the Aligned Intervening Landowner Protestants. **(Councilmember Debbie Fisher)**
9. Consider authorizing the City Manager to enter into a contract with Jones Bros Construction for renovations to the Public Works Building and City Hall in the amount not to exceed \$266,938 from account 11-8999-200, Building and Improvements. **(Development Services Director Joe Hilbourn)**
10. Consider the use of Zoom video conferencing for City Council and all board/commission meetings and provide direction to City staff. **(City Secretary Stacy Henderson)**

## **Executive Agenda**

---

11. Executive Session.

As authorized by Section 551.074(a)(1) of the Texas Government Code, the City Council will convene into closed Executive Session to deliberate the employment and duties of the City Secretary.

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

## **Certification**

---

*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on July 1, 2022.*

\_\_\_\_\_  
*Kevin Becker, Management Analyst*

*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](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas City Council Agenda Request July 7, 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

### July 7, 2022

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

Items of Community Interest:

- A. Presentation of Proclamation to Legacy 4-H for their competitive achievements and work within the City of Lucas.

#### **Background Information**

---

NA

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

---

- 1. Proclamation

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

NA



# *Proclamation*

## **Legacy 4-H**

**WHEREAS**, Legacy 4-H is a non-profit youth organization for ages 9 to 19 based in Lucas offering educational opportunities to local youth through projects such as public speaking, food and nutrition, horticulture, and career day events; and

**WHEREAS**, Legacy 4-H undertakes numerous local initiatives working with the City of Lucas, including the creation of a seed library, distributing trees and mulch through the City's annual Arbor Day event, preparing meals for the Loving Care elder care facility, beautifying the City of Lucas through bi-annual City clean-up events, selling flowers and produce at the Lucas Farmers Market, and organizing a silent auction at the Lucas Founders Day event; and

**WHEREAS**, each year 4-H clubs throughout Texas participate in the Texas State 4-H Roundup Tournament that has over 50 diverse competitions that tie in with the many projects that 4-H has to offer; winning teams move on to the Western National Roundup in Fort Collins, Colorado; and

**WHEREAS**, due to the abundant educational opportunities created by Legacy 4-H, a four-member team consisting of Elizabeth Esposito, Audrey Rathgeb, Layla Wapskinah, and Collin Callagher recently claimed top honors at the Texas State Roundup Family and Consumer Health Quiz Bowl State Championship tournament, advancing undefeated, qualifying the team for the Western National Roundup; and

**WHEREAS**, the City Council and members of the community are truly grateful and appreciative to Legacy 4-H for their contribution to the City, their commitment to community service and outstanding achievements as an organization, and creating future leaders of our community; and

**NOW THEREFORE**, I, Jim Olk, Mayor of the City of Lucas, do hereby honor Legacy 4-H and wish them the best of luck at the Western National Roundup.

**PROCLAIMED** this 7th day of July 2022.

---

Jim Olk, Mayor

---

Stacy Henderson, City Secretary



# City of Lucas

## City Council Agenda Request

### July 7, 2022

Requester: City Secretary Stacy Henderson  
Assistant Fire Chief/EMC Lance Gant  
Assistant to the City Manager Kent Souriyasak

### **Agenda Item Request**

---

Consent Agenda:

- A. Approval of the minutes of the June 16, 2022, City Council meeting.
- B. Approve Resolution R 2022-07-00529 adopting the Collin County Hazard Mitigation Action Plan, June 2022, and providing for an effective date.
- C. Approve Resolution R 2022-07-00530 authorizing the application for the Central Trail Loop Segment to the Collin County Park and Open Space Project Funding Assistance Program.

### **Background Information**

---

Agenda Item 3B:

The City of Lucas has completed its portion of the Collin County Hazard Mitigation Action Plan. This plan has been approved by the Collin County Commissioners Court, Texas Division of Emergency Management, and the Federal Emergency Management Agency. Upon adoption by all the cities in Collin County, the Collin County Hazard Mitigation Action Plan will take effect. The Collin County Hazard Mitigation Action Plan is 1,046 pages long and will be available electronically for viewing in the City Secretary's Office.

Agenda Item 3C:

On November 18, 2021, the City Council directed staff to proceed with filing a grant application to be considered for the Recreational Trails Grant Program from Texas Parks and Wildlife. The City Council supported the proposed trail project starting at Lovejoy High School on Estates Parkway and east to Country Club Road. The project would initially install a 1,150-foot trail made of crushed granite materials for an estimated \$300,000. This project is 21.3% of the approximate 5,400 feet of trail needed to go from the far east driveway of Lovejoy High School along Estates Parkway to Country Club Road. The proposed trail project is included as a trail segment of the Central Loop in the Trails Master Plan.

On January 20, 2022, the City Council approved Resolution R 2022-01-00524 supporting the proposed trail project and authorizing participation in the Recreational Trails Grant Program of the Texas Parks and Wildlife.



# City of Lucas

## City Council Agenda Request

### July 7, 2022

On June 1, 2022, the City received notification from Texas Parks and Wildlife that the proposed trail project was not selected for funding from the Recreational Trails Grant Program. Competition for these funds was extremely high with over three times the request for funds versus funds available.

The Collin County Parks Foundation Advisory Board is administering the Collin County Park and Open Space Project Funding Assistance Program which places high priority on trail projects. This is a reimbursement program and requires a 50% match. This match is similar to the Texas Parks and Wildlife Recreational Trail Grant. Staff recommends submitting the same proposed trail project to Collin County for the 1,150-foot trail beginning at Lovejoy High School on Estates Parkway and east to Country Club Road for an estimated \$300,000. Collin County requires an approved resolution by the governing body for the entity presenting the application to be submitted. Applications are due to Collin County by July 11, 2022.

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

---

1. Minutes of the June 16, 2022, City Council Meeting
2. Resolution R 2022-07-00529 Adopting Collin County Hazard Mitigation Plan, June 2022
3. Collin County Commissioners Court Order 2022-519-06-06 Adopting the Collin County Hazard Mitigation Action Plan
4. Resolution R 2022-07-00530 Authorizing Application for Central Trail Loop Segment to Collin County Park and Open Space Project Funding Assistance Program
5. Central Trail Loop Segment Map

#### **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

June 16, 2022 | 6:30 PM

Council Chambers | Video Conference

City Hall | 665 Country Club Road, Lucas, Texas

---

#### City Councilmembers Present:

Mayor Jim Olk  
Councilmember Tim Johnson  
Councilmember David Keer  
Councilmember Tim Baney  
Councilmember Phil Lawrence (*remote*)  
Councilmember Debbie Fisher

#### City Staff Present:

City Manager Joni Clarke  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director Scott Holden

#### City Councilmember Absent:

Mayor Pro Tem Kathleen Peele

The regular City Council meeting was called to order at 6:32 pm.

---

### Citizen Input

#### 1. Citizen Input

There was no citizen input at this meeting.

---

### Community Interest

#### 2. Items of Community Interest

Mayor Olk discussed events being held at the upcoming farmers markets, the Lovejoy ISD Art in Public Places reception and display at City Hall, Council budget workshop set for July 21, and the discharge of fireworks being illegal in the city limits of Lucas.

---

### Consent Agenda

#### 3. Consent Agenda:

- A. Approval of the minutes of the June 2, 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 6 to 0 vote.

## Regular Agenda

---

4. **Consider amending FY 21/22 budget by appropriating \$1,134,546 from Unrestricted Water Fund Reserves to line item 21-8210-490-129 for construction of a 12-inch water line along West Lucas Road, Southview Drive, and East Lucas Road (FM 1378/FM 3286, the Bait Shop Intersection).**

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Keer to amend FY 21/22 budget by appropriating \$1,134,546 from Unrestricted Water Fund Reserves to line item 21-8210-490-129 for construction of a 12-inch water line along West Lucas Road, Southview Drive, and East Lucas Road (FM 1378/FM 3286, the Bait Shop Intersection). The motion passed unanimously by a 6 to 0 vote.

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 \$762,250 (95% of \$802,368 - the cost of the roadway improvements) from account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$718,250 from General Fund Reserves to account 21-8210-491-325 Stinson Road Realignment and authorize the City Manager to execute the agreement.**

**MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Johnson to table this item to the July 7, 2022 City Council meeting. The motion passed unanimously by a 6 to 0 vote.

6. **Consider entering into a Development Agreement with Farmstead Estates Phase Two for detention of excess offsite stormwater runoff in the amount of \$199,075 and authorize the City Manager to negotiate the agreement.**

Todd Winters, 11 Brookhaven Drive, civil engineer for the project discussed drainage on site, dimensions of the detention pond, and provisions for maintenance.

Barrett Owens, developer for the site, discussed the City's request to assist with improving drainage in the area and to surrounding subdivisions by creating a larger detention pond than what was required for the development.

The City Council discussed the developer going above and beyond what was required, maintenance of the detention pond belonging to the homeowners association, and maintenance should the homeowners association fail.

**MOTION:** A motion was made by Councilmember Baney seconded by Councilmember Lawrence to approve entering into a Development Agreement with Farmstead Estates Phase Two for detention of excess of offsite stormwater runoff in the amount of \$199,075 and authorize the City Manager to negotiate the agreement. The motion passed unanimously by a 6 to 0 vote.

7. **Consider the regulation of high grass, weeds, brush, shrubs, trees and other vegetation and the requirements of property owners to maintain property abutting public streets, to keep all right-of-way or easements clear of obstructions, and provide guidance to the City Manager.**

Development Services Director Joe Hilbourn discussed with the Council the following items related enforcement, regulations and maintenance of excess grass, brush, trees, and property owner requirements.

1. How far back from the edge of pavement should staff trim trees? Should the city trim trees that belong to citizens on private property, such as lots that have not been platted and owned to the middle of the road?
  - City Council Response: Trimming trees on private property should only be done when it's a safety concern. City cannot mandate property owner to mow state right-of-way. Staff to provide examples of what a 10-foot clearance from the roadway would provide. This item will require further discussion.
2. How high should staff trim tree canopies across roadways?
  - City Council Response: Establish a tree canopy of 14 feet in height above the roadway; determine a set distance from the side of pavement; If a tree canopy needs trimming, this may need to be outsourced due to lack of City staff personnel. This item will require further discussion.
3. Clarify if land zoned Agricultural were exempted from grass height of 12 inches, should requirements be put in place to maintain along the roadway, and if so, how far?
  - City Council Response: Grass should be mowed a certain distance from the roadway and hay should be baled once every 45 days. A date should also be established when wildflowers must be mowed. This item will require further discussion.
4. Should the city maintain state right of way?
  - City Council Response: Discussion occurred whether residents should be maintaining right of way, distance from edge of pavement should be considered for code enforcement purposes. Additional information needed from City staff regarding edge of pavement distances that were appropriate. This item will require further discussion.
5. Should the city maintain neighborhood collectors where citizens do not?
  - City Council Response: Notices should be sent to the property owners to resolve violations. Should the violation not be resolved, the city could take care of mowing and place lien on property. Outsourcing should be considered for maintenance violations, billing for cost plus administrative fees. Stinson, Snider, Forest Grove Road, Blondy Jhune Road, and Winningkoff Road should be considered as neighborhood connectors. This item will require further discussion.
6. The city has differing standards for grass/weeds. 12” for yard space, 18” for right of ways, 4’ for agriculture exempt property.
  - City Council Response: A consistent height for grass to be maintained should be used as well as for land zoned agricultural. Define an acceptable slope where the property could be accessed and maintained. This item will require further discussion.

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

**8. Consider Chapter 8, Water System of the City of Lucas Comprehensive Plan and recommend proposed amendments if needed.**

The City Council recommended no changes to Chapter 8 of the Comprehensive Plan at this time. There was no formal action taken on this item, it was for discussion purposes only.

**Executive Agenda**

---

**9. Executive Session.**

An Executive Session was not held at this meeting.

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

An Executive Session was not held at this meeting; therefore, no action was taken.

**11. Adjournment.**

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence to adjourn the meeting at 7:52 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

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

\_\_\_\_\_  
City Secretary Stacy Henderson



**RESOLUTION R 2022-07-00529**  
[Adopting Collin County Hazardous Mitigation Plan]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ADOPTING THE COLLIN COUNTY HAZARD MITIGATION ACTION PLAN JUNE 2022; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lucas recognizes the threat that natural hazards pose to individuals and property within Collin County; and

**WHEREAS**, Collin County has prepared a multi-hazard mitigation plan, hereby known as Collin County Hazard Mitigation Action Plan, June 2022, in accordance with the Disaster Mitigation Act of 2000; and;

**WHEREAS**, Collin County Hazard Mitigation Action Plan, June 2022 identifies mitigation goals and actions to reduce or eliminate long-term risk to individuals and property in the City of Lucas from the impacts of future hazards and disasters; and

**WHEREAS**, adoption by City of Lucas demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Collin County Hazard Mitigation Action Plan, June 2022;

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

**SECTION 1.** That the City of Lucas City Council hereby approves the adoption of the Collin County Hazard Mitigation Action Plan, June 2022 attached as Exhibit ‘A’.

**SECTION 2.** This Resolution shall become effective from and after its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on this the 7<sup>th</sup> day of July 2022.

CITY OF LUCAS, TEXAS:

ATTEST:

---

Jim Olk, Mayor

---

Stacy Henderson, City Secretary

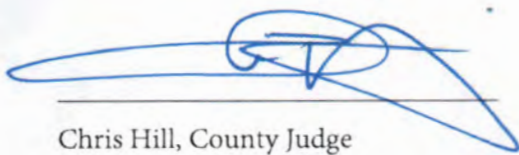
State of Texas §  
Collin County §  
Commissioners Court §

Court Order  
2022-519-06-06


An order of the Collin County Commissioners Court approving the adoption of the Hazard Mitigation Action Plan.

The Collin County Commissioners Court hereby approves the adoption of the Collin County Hazard Mitigation Action Plan, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, June 6, 2022.



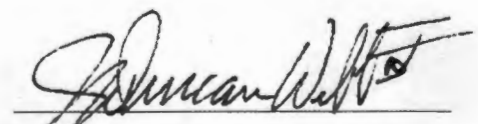
Chris Hill, County Judge



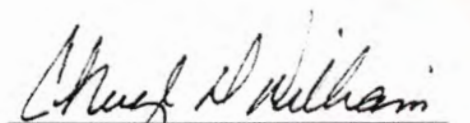
Darrell Hale, Commissioner, Pct 3



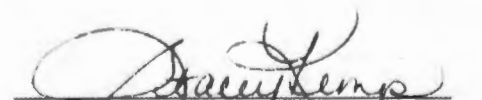
Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk



## **RESOLUTION R 2022-07-00530**

[AUTHORIZING APPLICATION TO THE COLLIN COUNTY PARK AND OPEN SPACE  
PROJECT FUNDING ASSISTANCE PROGRAM]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF THE “APPLICANT,” IN DEALING WITH COLLIN COUNTY, HEREINAFTER REFERRED TO AS “GRANTOR,” FOR THE PURPOSE OF PARTICIPATING IN THE COLLIN COUNTY PARK AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM,” CERTIFYING THAT THE “APPLICANT” IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE, CERTIFYING THAT THE “APPLICANT” MATCHING SHARE IS READILY AVAILABLE, AND DEDICATING THE PROPOSED FACILITY FOR PERMANENT PUBLIC PARK AND PEDESTRIAN TRANSPORTATION USES, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the “Applicant” is fully eligible to receive assistance under the “Program;”  
and

**WHEREAS,** the “Applicant” is desirous of authorizing an official to represent and act for the “Applicant” in dealing with the “Grantor” concerning the “Program;” and

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

**SECTION 1.** The “Applicant” hereby certifies that it is eligible to receive assistance under the “Program.”

**SECTION 2.** The “Applicant” hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3.** The “Applicant” hereby authorizes and directs its Assistant to the City Manager to act for the “Applicant” in dealing with the “Grantor” for the purpose of the “Program,” and Kent Souriyasak is hereby officially designated as the representative in this regard.

**SECTION 4.** The “Applicant” hereby specifically authorizes the official to make application to the “Grantor” concerning the project known as the Central Trail Loop Segment (or dedicated upon completion of construction) for public park and pedestrian transportation purposes in perpetuity.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on this the 7<sup>th</sup> day of July 2022.

CITY OF LUCAS, TEXAS:

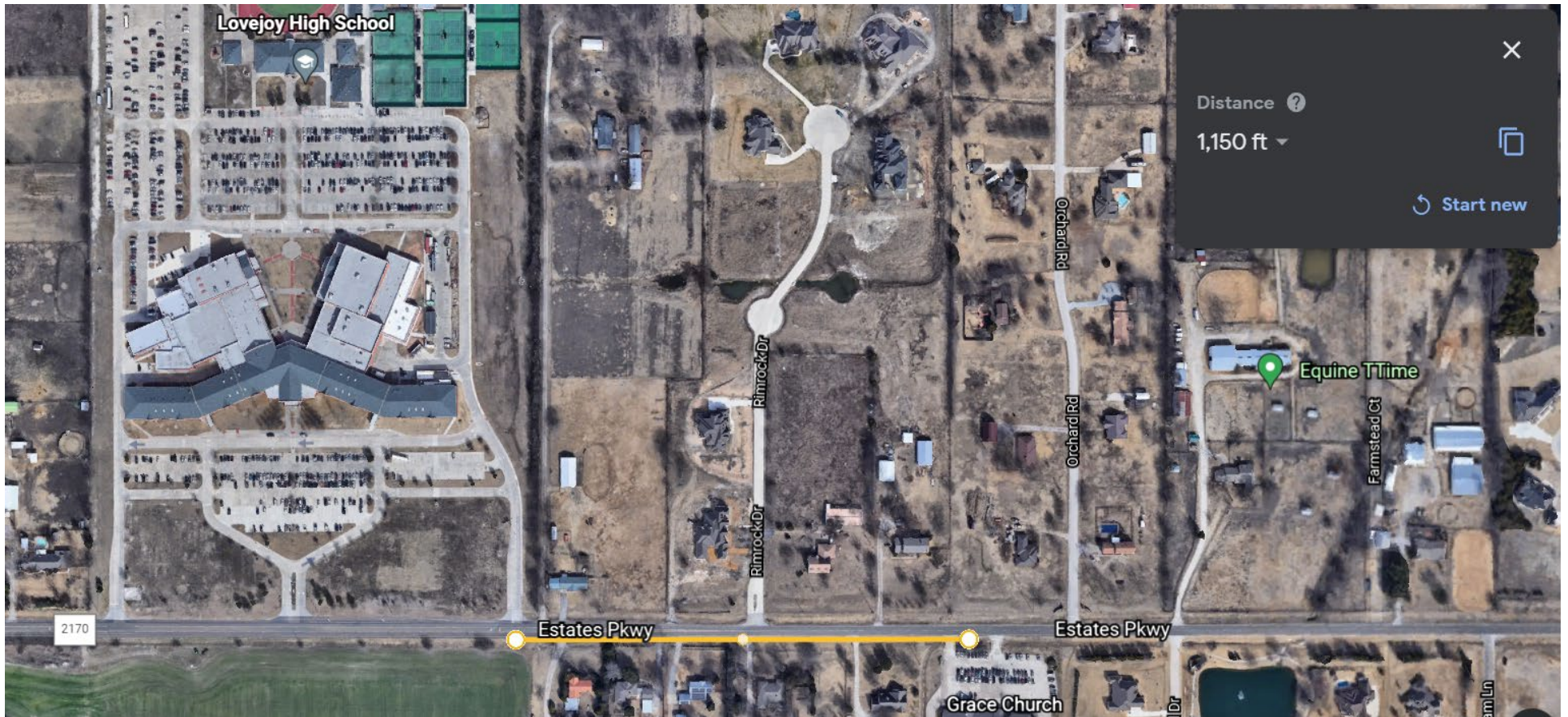
ATTEST:

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

\_\_\_\_\_  
Stacy Henderson, City Secretary



Central Trail Loop Segment  
City of Lucas, Texas  
2022 Collin County Park and Open Space Project Funding Assistance Program



**Note:** Length of trail segment is highlighted in orange on the map.



# City of Lucas

## City Council Agenda Request

### July 07, 2022

Item No. 04

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item**

---

Discuss a proposal submitted by Warren L. Corwin, PE, on behalf of the developer, Frasier Capital, LLC, regarding a proposal to amend the Development Agreement dated June 25, 2009 between the City of Lucas and HHEC SpinCo, LLC pertaining to property located at the intersection of County Club Road and Parker Road and provide direction to the City Manager.

#### **Background Information**

---

This parcel of land is currently zoned commercial business and has an approved development agreement. The agreement includes consideration for commercial business zoning and provides for city sewer.

The proposed development is 109 +/- acres of land and proposes 64 single family lots with an average lot size is 1.6 acres +/-, 32 acres of commercial development and one municipal lot. The developer is requesting the following amendments:

1. Amend the zoning to include R-1 zoning for 64 single family lots.
2. Agree to only provide sewer to the commercial area and septic to the residential portion.
3. Provide any easements required for the proposed 32-acre commercial development at the intersection of County Club and Parker Roads.

For consideration of the above requests, the developer has agreed to dedicate one lot at or near the entrance for a future municipal use.

Staff is in favor lowering the amount of commercial in the area. Some of the infill projects within commercial districts on the northwest side of the City have been difficult and less desirable.

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

---

1. Proposed Concept Plan
2. Development Agreement dated June 25, 2009 between the City of Lucas and HHEC SpinCo, LLC

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

---

NA

#### **Recommendation**

---

Staff recommends amending the Development Agreement as described.



# City of Lucas

## City Council Agenda Request

### July 07, 2022

Item No. 04

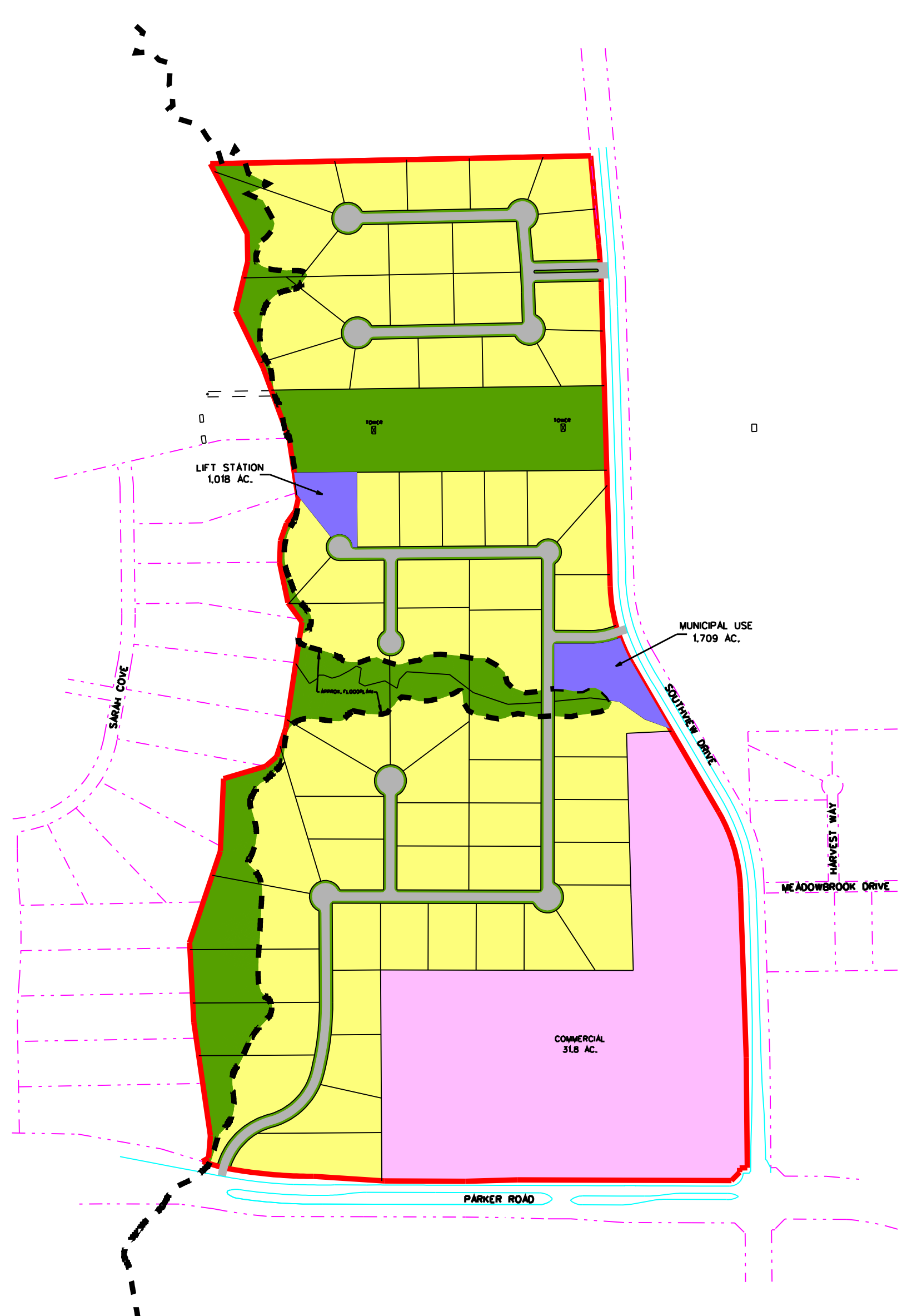
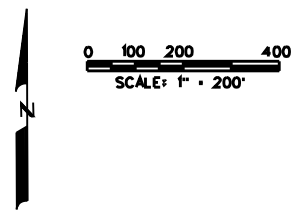
#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to work with the City Attorney to prepare an amended and restated development agreement for City Council consideration for the parcel of land located at the intersection of Country Club Road and Parker Road, to include the following:

1. Amend the zoning to include R-1 zoning for 64 single family lots.
2. Agree to only provide sewer to the commercial area and septic to the residential portion.
3. Provide any easements required for the proposed 32-acre commercial development at the intersection of County Club and Parker Roads.

For consideration of the above requests, the developer has agreed to dedicate one lot at or near the entrance for a future municipal use.



106.2 ACRES  
65 LOTS  
DENSITY 1.6 ACRES/LOT

# ***LUCAS TRACT***

*Lucas, Texas*

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is executed to be effective for all purposes as of the Effective Date, as defined below, being JUNE 25, 2009, by and between the CITY OF LUCAS, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City") and HHEC SPINCO, LLC, a Delaware limited liability company ("Owner").

**RECITALS**

WHEREAS, Owner is the owner of certain real property described by metes and bounds in Exhibit A and depicted on Exhibit B ("Owner's Property"), portions of which are located within the corporate limits and within the extraterritorial jurisdiction (ETJ) of the City of Lucas, Collin County, Texas, and portion of which are not located within the corporate limits or ETJ of any other municipality; and

WHEREAS, the City has adopted a wastewater (sanitary sewer) master plan (the "Master Plan") to provide such services to designated non-residential portions of the City, including a portion of Owner's Property, and the City is awaiting approval of the Master Plan by the North Texas Water Municipal District (the "Water District"); and

WHEREAS, portions of Owner's Property have been designated by the City as areas which can be served by municipal wastewater facilities, such portions as described by metes and bounds in Exhibit C and depicted on Exhibit D (the "Property") and as described by metes and bounds in Exhibit E and depicted on Exhibit F ("Owner's South Tract") (the remaining portion of the Property is called "Owner's West Tract" and is described on Exhibit G and depicted on Exhibit H); and

WHEREAS, the Parties intend that Owner's Property be developed within the City's corporate limits and ETJ in accordance with the mutually agreeable regulations provided in this Agreement; and

WHEREAS, the Parties intend that Owner's Property shall be annexed into the City of Lucas as provided by law and by this Agreement; and

WHEREAS, Owner, with participation from the Wylie Independent School District ("WISD"), agrees to provide funding for the design, construction, and installation of an on-site wastewater lift station and force-main (both on-site and off-site), as conceptually shown on Exhibit I, sufficient in size and capacity to provide service to future commercial development on Owner's South Tract and a WISD future High School on the Property (the "Sewer Facilities") to a mutually agreed point of connection to other municipal wastewater facilities at the southern boundary of the FM 2551 Commercial Area, depicted on the Master Plan (such other facilities to be constructed by the City without any funding from Owner or WISD), and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement; and

Whereas, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and Owner agree as follows:

## ARTICLE I ANNEXATION AND DEVELOPMENT

1.1 *Agreement to Annex.* Owner agrees to file a petition for voluntary annexation of the Owner's Property within sixty (60) days after the later of (i) the approval of this Agreement, and (ii) the approval of the Master Plan by the Water District. Upon the filing of such petition, the City agrees to promptly annex the Owner's Property.

1.2 *Sewer Facilities.* The Sewer Facilities shall consist of an on-site wastewater lift station and force-main (both on-site and off-site), as conceptually shown on Exhibit "T", to a mutually agreed point of connection to other municipal wastewater facilities at the southern boundary of the FM 2551 Commercial Area, depicted on the Master Plan to be constructed by others without any funding from Owner or WISD, sufficient in size and capacity to provide service to future commercial development on Owner's South Tract and a WISD future High School on the Property. Following construction and final acceptance by the City, the City will be the owner and operator of the Sewer Facilities.

1.3 *Construction of Sewer Facilities.* Pursuant to that certain Utilities Escrow Agreement (the "Escrow Agreement") to be entered into for the funding of costs of design, construction and installation of the Sewer Facilities according to this Agreement, among City, Owner, the WISD, and American Escrow Company ("Escrow Agent"), Owner and WISD have agreed to provide for the escrow of funds (the "Escrow Funds") upon the complete execution and delivery of this Agreement and the Escrow Agreement in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) to design, construct and install the Sewer Facilities. If the actual total costs to design, construct and install the Sewer Facilities (the "Actual Project Cost"), incurred in accordance with the terms and provisions of this Agreement, exceed the total amount of the Escrow Funds deposited under this Escrow Agreement, Owner shall deposit such excess amount with Escrow Agent to be held and applied in accordance with the terms and provisions of the Escrow Agreement.

The City hereby agrees to:

- (a) Select and retain a qualified Engineer, subject to Owner's concurrence, to perform the surveys, design, and preparation of on-site and off-site easements as required for the Sewer Facilities, the costs and expenses of which shall be paid from the Escrow Funds pursuant to the terms and provisions of this Agreement and the Escrow Agreement.
- (b) Manage the design process for the Sewer Facilities in coordination with separate City water improvements planned within the same area, thereby providing a high level of coordination between the two projects.
- (c) Provide preliminary and final construction designs, specifications, and plans for the Sewer Facilities for review and approval by the Owner. In the event any change orders are required during construction, they shall also be submitted to the Owner for approval prior to authorization. Such designs, specifications, and plans, including all change orders, as finally approved by Owner, collectively are called the "Approved Plans". The

costs and expenses of the Approved Plans shall be paid from the Escrow Funds pursuant to the terms and provisions of this Agreement and the Escrow Agreement.

- (d) Provide all off-site easements as required for construction and operation of the Sewer Facilities at no cost to the Owner (specifically, without limitation, not using any portion of the Escrow Funds therefor).
- (e) Issue the final construction plans, specifications, and estimates (PS&E) for competitive bids by competent contractors, receive bids, and award a construction contract to the selected and bonded Contractor for construction of the Sewer Facilities. Appropriate Performance and Payment Bonds and indemnifications shall be provided by the primary contractor, in favor of the City, Owner, and WISD. The Owner shall be provided an opportunity to review all bids and concur in the selection of the Contractor and approval of the construction contract (as finally approved by Owner, the "Approved Contract").
- (f) Supervise the construction of the Sewer Facilities and provide all necessary inspections and testing, the costs and expenses of which shall be paid from the Escrow Funds pursuant to the terms and provisions of this Agreement and the Escrow Agreement.
- (g) Commence the design of the Sewer Facilities within three (3) months after the Effective Date; commence construction and installation of the Sewer Facilities within twelve (12) months after the Effective Date; and complete such design, construction, and installation, with operable connection to the City's waste water system within twenty-four (24) months after the Effective Date (the "Outside Completion Date").
- (h) Process and provide to the Owner monthly Applications for Payment as received from the Contractor, reviewed and approved by the Engineer. The Owner shall review and approve, with adjustments as necessary and without approval being unreasonably withheld, each Application for Payment and authorize the release of a portion of the Escrow Funds by the Escrow Agent for each payment. Items eligible for payment from the escrow account include, and are limited to the following, all as approved (if approved) by Owner:

- Approved survey and design fees
- Approved contractor Applications for Payment
- Authorized third party testing fees
- Authorized electric and communication construction costs
- Approved change orders.

Attached to this Agreement is the current Estimated Project Costs schedule, which shall be finalized, then approved by Owner, with such final Estimated Project Costs schedule to be attached to this Agreement for budget purposes for the design, construction and installation of the Sewer Facilities and the payment of costs associated therewith.

All matters set for in this Section 1.3 are subject to and, to the extent applicable, governed by the Escrow Agreement. Further, with respect to any matter submitted or required to be submitted to Owner for Owner approval, consent, or concurrence under or in connection with this Agreement and the matters covered hereby, City shall submit its request in writing to Owner and Owner shall have fifteen (15) calendar days to approve, consent to, or concur with such documents or matters, or provide notice of issues to be resolved—in any event, such response must be in writing (as applicable, a "Response"). If Owner shall fail to timely provide a Response, Owner shall be conclusively deemed to have approved the

document(s) or matter(s) submitted for approval. Upon approval or deemed approval by Owner, City shall be fully authorized to proceed with the specific matter(s) so submitted to Owner for approval and so approved or deemed approved by Owner.

Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed as follows:

I. If the Water District expressly denies its approval of the Master Plan, the City may terminate this Agreement by giving written notice of termination to Owner within 15 days after such denial;

II. If the Water District has not fully and finally approved the Master Plan on or before September 1, 2009, Owner may terminate this Agreement by giving written notice of termination to the City at any time thereafter;

III. No costs shall be payable out of the Escrow Funds under the Escrow Agreement unless and until the Master Plan has been fully and finally approved by the Water District prior to any termination of this Agreement, and the Escrow Agreement is executed by all parties thereto and the Escrow Funds are deposited thereunder; and

IV. The City agrees to diligently pursue the approval of the Master Plan until the final action thereon is taken by the Water District. Upon the full and final approval of the Master Plan by the Water District, the City and Owner agree to promptly execute the Escrow Agreement (together with the other parties thereto), and to promptly commence work on the Sewer Facilities according to this Agreement.

1.4 **Development Regulations.** Provided the Owner's Property is annexed and zoning is approved as contemplated by this Agreement, all regulations pertaining to the development of the Owner's Property set forth in this Agreement and all exhibits hereto, together with the following regulations as modified by this Agreement, shall constitute the exclusive development standards and conditions applicable to the Owner's Property (the "Development Standards") and shall occur in accordance with the following regulations:

- (A) Lucas Subdivision Regulations adopted by the Lucas City Council on July 7, 2006, by Ordinance No. 2006-07-00567;
- (B) All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto, and;
- (C) Development of the Property and Owner's South Tract shall be governed by and occur in accordance with the development regulations set forth in the City's Commercial District "C" zoning classification. Owner's West Tract shall be governed and controlled by the development regulations set forth in the City's "R-1.0 Single Family Residential District" zoning classification, as such classifications and regulations exist on the Effective Date, provided flood plain shall not be used in calculating the 1.0 acre minimum requirement for R-1.0 Single Family Residential District.

1.5 **Impact Fees.** Provided the Owner's Property is annexed and zoning is approved as contemplated by this Agreement, development of the Owner's Property shall be subject to payment to the City of all generally-applicable impact fees (the "Impact Fees") adopted by ordinance approved by the City Council pursuant to the requirements of Chapter 395 Texas Local Government Code. The Owner (or actual developer of individual parcels) shall pay to the City the Impact Fees for each parcel within



Owner's South Tract and/or Owner's West Tract within thirty (30) days of final plat approval. In the event sanitary sewer impact fees are required in connection with development of Owner's South Tract or Owner's West Tract, impact fee credit shall be given to the Owner (or, if and as any such credits are assigned by Owner, to the actual developer of individual parcels) in an aggregate amount equal to the documented design and construction cost of the Sewer Facilities.

## **ARTICLE II ZONING OF THE DEVELOPMENT PROPERTY**

2.1 The City agrees to consider zoning of Owner's South Tract as Commercial, and R-1 Residential for Owner's West Tract, according to a schedule which parallels the annexation process, with a goal of completing the annexation and zoning process on the same date. If the City does not approve the Proposed Zoning, Owner and City shall be relieved of all the obligations in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require the City to approve zoning of any portion of the Owner's Property.

## **ARTICLE III NOTICE**

3.1 All notices required hereunder shall be in writing and served by a professional delivery service; overnight courier service; certified mail, return receipt requested, postage prepaid; facsimile; or email at the addresses or other applicable contact information set forth below, provided that any party hereto shall have the right to change such address by written notice to the other parties and any notices of default, resignation, or termination shall be delivered by at least one of professional delivery service; overnight courier service; or certified mail, return receipt requested, postage prepaid.

If Notice to Owner:

HHEC SpinCo, LLC  
4900 Thanksgiving Tower  
1601 Elm Street  
Dallas, Texas 75201  
ATTN: Donald D. Dillard  
Phone: (214) 616-7765  
Fax: (214) 922-1060  
email: [don@galatynpark.com](mailto:don@galatynpark.com)

With a Copy to:

William D. Miller  
Miller & Haney, L.L.P.  
512 Main Street  
Suite 901  
Fort Worth, Texas 76102  
Phone: (817) 332-3057  
Fax: (817) 332-3041  
email: [bmiller@millerhaney.com](mailto:bmiller@millerhaney.com)

If Notice to Lucas:

City Manager  
City of Lucas  
151 Country Club Road  
Lucas, Texas 75002  
ATTN: Robert Patrick  
Phone: (972) 727-8999  
Fax: (972) 727-0091  
email: rpatrick@lucastexas.us

With a Copy to:

Joe Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith  
500 N. Akard  
Suite 1800  
Dallas, Texas 75201  
Phone: (214) 965-9900  
Fax: (214) 965-0010  
email: Jgorfida@njdhs.com

#### ARTICLE IV TERMINATION

4.1 This Agreement may be terminated as follows: (a) by the mutual written agreement of the Parties; (b) by either party providing written notice of such termination to the other Party if the other Party breaches any of the material terms and conditions of this Agreement, and such breach is not cured by such party within sixty (60) days after receipt of written notice thereof (or, if cure cannot be completed within said time period, if cure of such breach is not commenced within such time period and/or not thereafter diligently and continuously pursued to completion within 120 days after receipt of written notice thereof); (c) by City providing written notice to Owner if Owner suffers an event of bankruptcy or insolvency; (d) by either party providing written notice to the other party 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; or (e) according to the provisions of Section 1.3 of this Agreement. Owner and the City agree to execute a recordable form of release and termination instrument promptly upon any termination of this Agreement.

#### ARTICLE V MISCELLANEOUS

5.1 Assignment of Agreement. This Agreement may be assigned by Owner without the prior written consent of the City. This Agreement may not be assigned, in whole or in part, by the City.

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

5.3 Savings / Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the parties to this

Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

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

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

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

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

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

5.10 Time is of the Essence. Time is of the essence in this Agreement.

5.11 Recordation, Releases, and Estoppel. Pursuant to the requirements of Section 212.72(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

5.12 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

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

5.14 Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved on behalf of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

5.15 Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as to the enforcement of this Agreement.

5.16 Expenses. Unless otherwise specifically provided herein, all expenses shall be paid by the party that incurred them without expectation or reimbursement or cost sharing.

5.17 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, nor to cause City to be deemed to be a constituent partner of the Owner.

5.18 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.19 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.

5.20 Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is approved by the City Council of the City, which date shall be inserted in the space provided for it at the top of the first page of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for all purposes as of the Effective Date.

CITY OF LUCAS

By: Bill Carmickle  
Bill Carmickle, Mayor

APPROVED AS TO FORM:

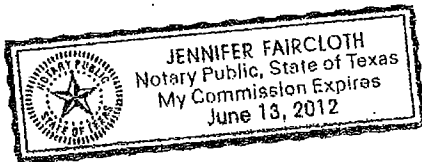
By: Joe Gorfida, Jr.  
Joe Gorfida, Jr., City Attorney

THE STATE OF TEXAS §

§

COUNTY OF Collin §

The foregoing instrument was acknowledged before me this 24 day of June, 2009, by Bill Carmickle, Mayor of The City of Lucas, a municipal corporation existing under the laws if the State of Texas, in such capacity on behalf of such municipal corporation.



Jennifer Faircloth  
Notary Public, State of Texas

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for all purposes as of the Effective Date

HHEC SPINCO, LLC,  
A Delaware limited liability company

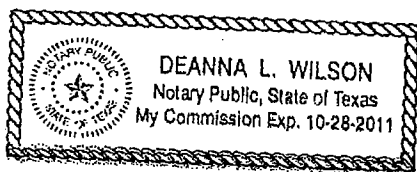
By: Ellen Hunt Flowers, Manager  
Ellen Hunt Flowers  
Manager and Chairman of the Board & Chairman

THE STATE OF TEXAS §

§

COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 24th day of June, 2009, by Ellen Hunt Flowers, Manager and Chairman of the Board of HHEC SpinCo, LLC, a Delaware limited liability company, in such capacity on behalf of such limited liability company.



Deanna L. Wilson

Notary Public, State of Texas

**EXHIBIT A**

**DESCRIPTION OF OWNER'S PROPERTY**

**DESCRIPTION OF PROPERTY SURVEYED**

**427.347 ACRES**

**JAMES ANDERSON SURVEY, No. 17  
JOHN MCKINNEY SURVEY, ABSTRACT No. 596  
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060  
COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the James Anderson Survey, Abstract Number 17, the John McKinney Survey, Abstract Number 596, and the I.&G.N. RY. CO. Survey, Abstract Number 1060, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found on the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the beforementioned 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

**THENCE** leaving the northerly right-of-way line of Parker Road with the westerly line of the 427.600 acre tract, the following courses and distances to wit:

- North 01°03'35" West, a distance of 1295.53 feet to a 1/2-inch iron rod found for the southeasterly corner of a called 15.00 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;
- North 00°46'37" West, continuing with the westerly line of the 427.600 acre tract and partially with the easterly line of the 15.00 acre tract, a distance of 1615.78 feet to a 5/8-inch iron rod with "KHA" cap set for the easterly common corner of the 427.600 acre tract and a called 29.185 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;
- South 89°15'01" West, with the common line of the 427.600 acre tract and the 29.185 acre tract, a distance of 482.00 feet to a 1/2-inch iron rod found for the southerly common corner of the 427.600 acre tract and a called 15.961 acre tract of land described in deed to Norris Ranch, Ltd., recorded in Volume 5878, Page 2019 of the Land Records of Collin County, Texas;

--North 01°07'25" West, leaving the northerly line of the 29.185 acre tract, passing at a distance of 594.95 feet a 5/8-inch iron rod found for the easterly common corner of the 15.961 acre tract and a called 10.00 acre tract of land described in deed to Cortesano Brothers, LP (a.k.a. Outback Custom Homes), recorded under Instrument Number 20060823001212270 of the Official Public Records of Collin County, Texas, passing at a distance of 2000.06 feet a 1/2-inch iron rod found for the easterly common corner of a called 18.463 acre tract of land described in deed to Stinson 1415, LLC, recorded under Instrument Number 20050008569 of the Official Public Records of Collin County, Texas, and a called 10.185 acre tract of land described in deed to Richard G. Phillips et ux, recorded in County Clerk's File Number 96-0077102 of the Deed Records of Collin County, Texas, passing at a distance of 2370.06 feet a PK Nail found for the easterly common corner of the 10.185 acre tract and a called 9.973 acre tract of land described in deed to Roger A. Stevens et ux, recorded in Volume 5476, Page 4793 of the Deed Records of Collin County, Texas, continuing in all a distance of 2730.35 feet to a 1/2-inch iron rod found in the southerly line of a called 12.0 acre tract of land described as Tract 1 in deed to Venita Ellis, recorded in County Clerk's File Number 96-0025352 of the Deed Records of Collin County, Texas, for the northerly common corner of the 9.973 acre tract and the 427.600 acre tract;

**THENCE** with the northerly line of the 427.600 acre tract, the following courses and distances to wit:

--South 89°17'35" East, passing at a distance of 156.96 feet a 1/2-inch iron rod found for the southerly common corner of the 12.0 acre tract and Lot 11 of BROOKHAVEN RANCH ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 6, Page 71 of the Deed Records of Collin County, Texas, continuing in all a distance of 1065.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 84°12'23" East, a distance of 435.32 feet to a 5/8-inch iron rod found in the westerly line of a called 14.5 acre tract of land described as Tract I in deed to Guardian Mortgage Company, Inc., recorded in County Clerk's File Number 93-0046259 of the Deed Records of Collin County, Texas, for the easterly common corner of the 427.600 acre tract and Lot 15 of BROOKHAVEN RANCH ESTATES;

**THENCE** South 00°38'53" East, with the common line of the 14.5 acre tract and the 427.600 acre tract, a distance of 352.45 feet to a 5/8-inch iron rod with "KHA" cap set for the westerly common corner of the 14.5 acre tract and the beforementioned 93.442 acre tract;

**THENCE** North 88°48'31" East, along the common line of said 427.600 acre tract of land and said 14.5 acre tract of land, passing a 1/2-inch iron rod found at the common southerly corner of said 24.45 acre tract of land and said 14.5 acre tract of land, at a distance of 923.03 feet and continuing for a total distance of 1,803.45;



**THENCE** along the southwesterly right-of-way line of said Southview Drive and the easterly line of the subject tract the following courses and distances to wit:

- South 17°38'22" East, a distance of 307.29 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 12°25'00", a radius of 909.72 feet and a chord bearing and distance of South 11°25'52" East, 196.76 feet;
- Southeasterly, along said curve to the right, an arc length of 197.15 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 05°13'22" East, a distance of 1,474.10 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 3°32'00", a radius of 2820.33 feet and a chord bearing and distance of South 03°27'22" East, 173.90 feet;
- Southeasterly, along said curve to the right, an arc length of 173.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 01°41'22" East, a distance of 1108.80 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 28°33'00", a radius of 617.96 feet and a chord bearing and distance of South 15°57'53" East, 304.75 feet
- Southeasterly, along said curve to the left, an arc length of 307.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 30°14'22" East, a distance of 290.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

**THENCE** leaving the southwesterly right-of-way line of said Southview Drive, along the common line of the subject tract and a 2.00 acre tract of land described in a deed to Merle D. Harter, et ux, as recorded in Volume 4645, Page 491 of the Deed Records of Collin County, Texas the following courses and distances to wit:

- South 87°16'23" West, a distance of 168.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 01°37'05" East, a distance of 603.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 89°01'09" East, a distance of 410.29 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of said Southview Drive for corner;

**THENCE** along the southwesterly right-of-way line of said Southview Drive and the easterly line of subject tract the following courses and distances to wit:

- South 01°59'22" East, a distance of 618.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 00°36'16" East, a distance of 443.18 feet to a 5/8-inch iron rod with "KHA" cap set for the northern corner of a corner clip at the intersection of said Southview Drive and Parker Road;

**THENCE** South 44°41'48" West, along said corner clip, a distance of 66.46 feet to a 5/8-inch iron rod with "KHA" cap set for the south corner of said corner clip;

**THENCE** leaving said corner clip, along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

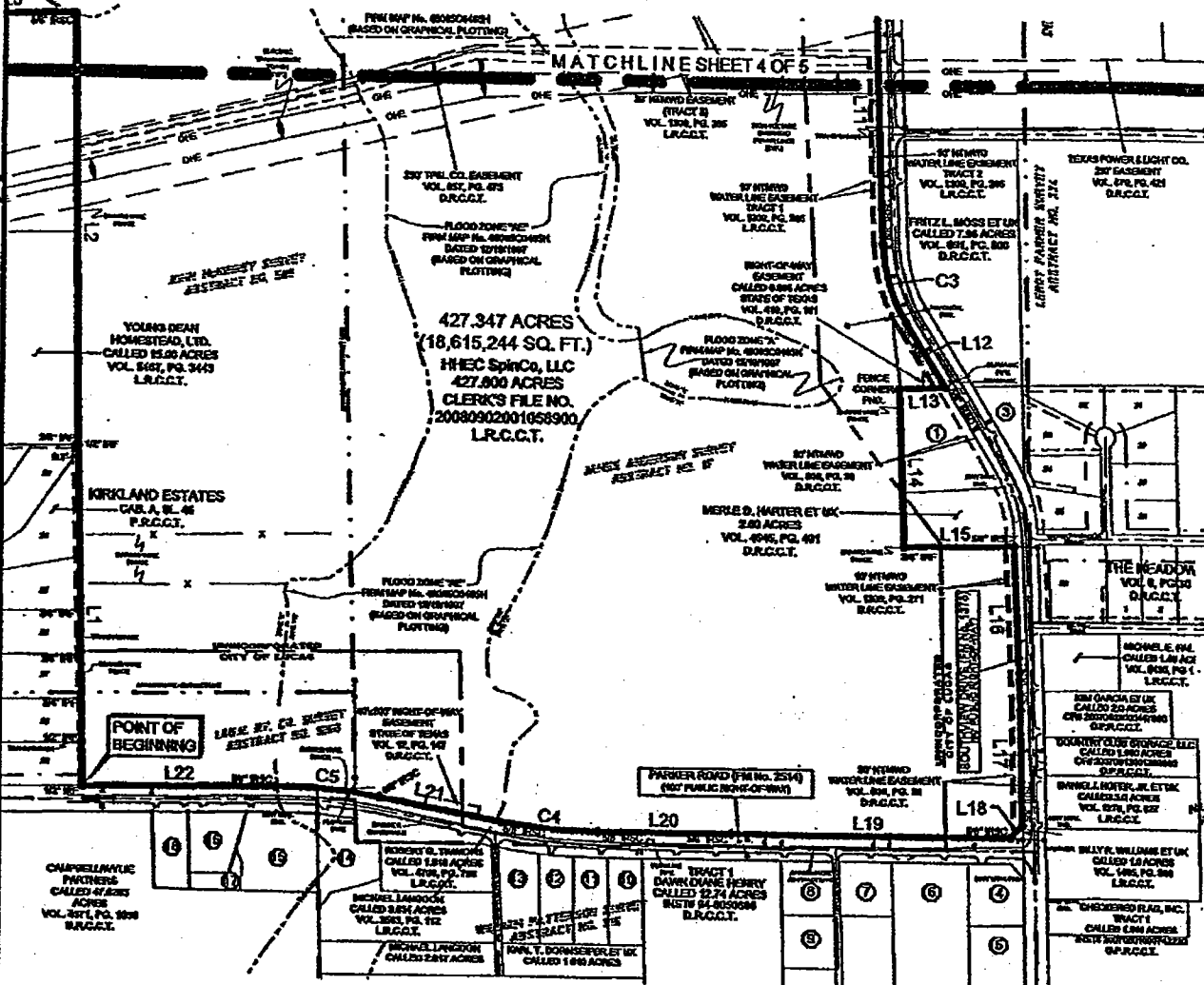
- North 89°53'12" West, a distance of 1047.65 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 89°38'48" West, a distance of 512.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°09'00", a radius of 1860.03 feet and a chord bearing and distance of North 84°46'42" West, 361.40 feet;
- Northwesterly, along said curve to the right, an arc length of 361.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 79°12'12" West, a distance of 462.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of North 85°03'12" West, 399.51 feet;
- Northwesterly, along said curve to the left, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 89°05'48" West, a distance of 729.50 feet to the **POINT OF BEGINNING** and containing 427.347 acres (18,615,244 square feet) of land, more or less.

# MAP DEPICTING OWNER'S PROPERTY

## EXHIBIT "B"

427.347 ACRES

JAMES ANDERSON SURVEY, No. 17  
 JOHN MCKINNEY SURVEY, ABSTRACT No. 596  
 I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060  
 COLLIN COUNTY, TEXAS

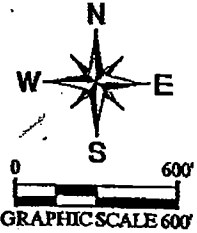


**NOTES:**

1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2614), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

**LEGEND:**

IRSC = "KHA" CAPPED IRON ROD SET  
 ESMT. = EASEMENT  
 D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS  
 P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



12700 Park Central Drive, Suite 1800  
 Dallas, Texas 75251

**Kimley-Horn and Associates, Inc.**

Tel. No. (972) 778-1300  
 Fax No. (972) 238-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	KVG	TWM	03/26/2009	063012038	3 OF 5

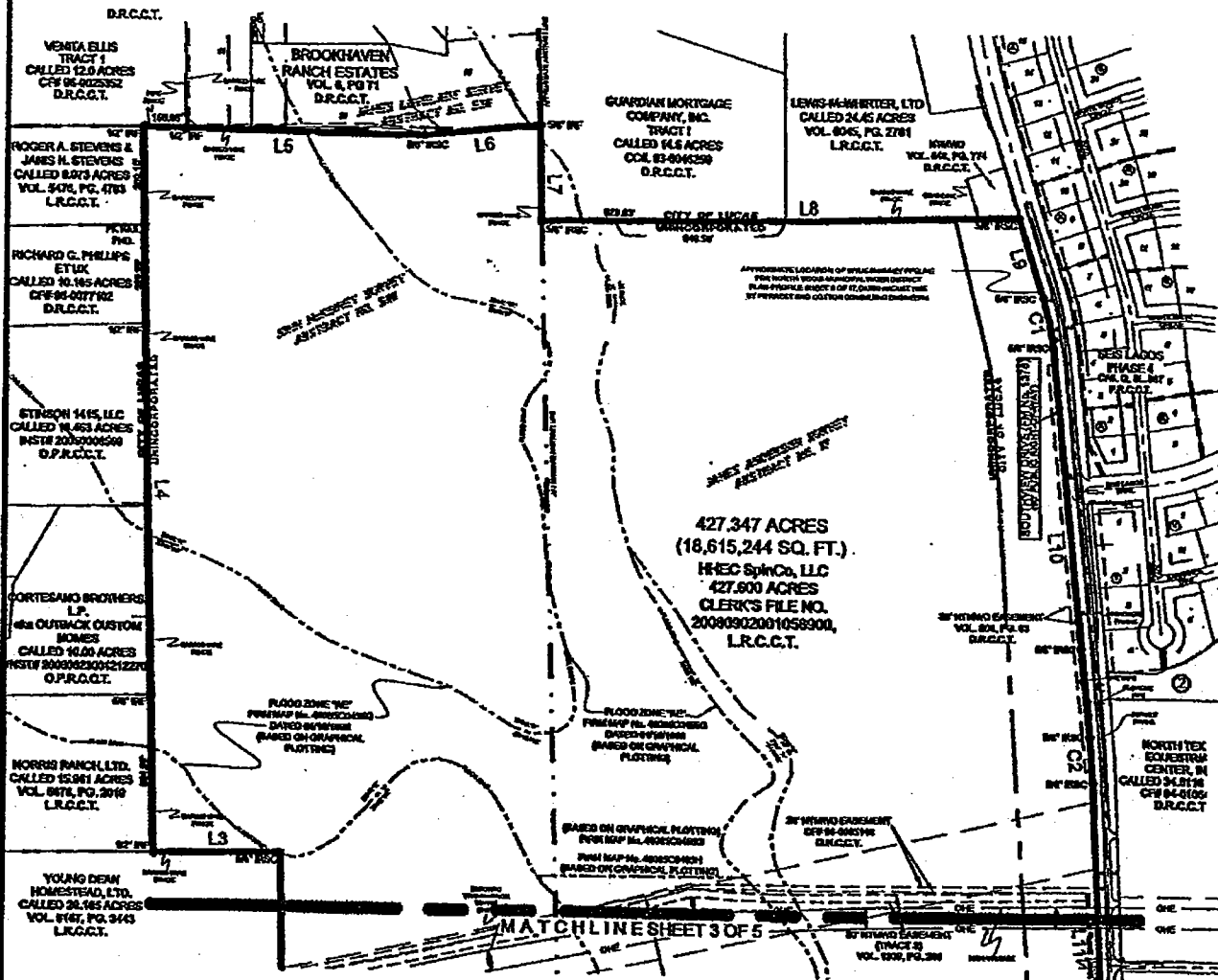
DRAWN BY: JIMMY G. SAUNDERS, TOWNSHIP ENGINEER  
 CHECKED BY: JIMMY G. SAUNDERS, TOWNSHIP ENGINEER  
 DATE: 03/26/2009

MAP DEPICTING OWNER'S PROPERTY

EXHIBIT "B"

427.347 ACRES

JAMES ANDERSON SURVEY, No. 17  
 JOHN McKINNEY SURVEY, ABSTRACT No. 596  
 I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060  
 COLLIN COUNTY, TEXAS



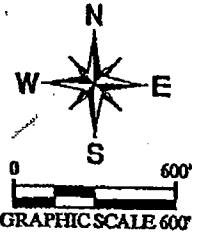
427.347 ACRES  
 (18,615,244 SQ. FT.)  
 HREC SpInCo, LLC  
 427.600 ACRES  
 CLERK'S FILE NO.  
 20090302001058900,  
 L.R.C.C.T.

NOTES:

1. Backs of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

LEGEND:

IRSC = "KHA" CAPPED IRON ROD SET  
 ESMT. = EASEMENT  
 D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS  
 P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



**Kimley-Horn and Associates, Inc.**  
 12200 Park Central Drive, Suite 1800  
 Dallas, Texas 75251  
 Tel. No. (972) 770-1300  
 Fax No. (972) 259-3828

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	RVG	TWM	05/26/2009	06301208	4 OF 5

**EXHIBIT C**

**DESCRIPTION OF PROPERTY**

**DESCRIPTION OF PROPERTY SURVEYED  
60.000 ACRES  
JAMES ANDERSON SURVEY, ABSTRACT NO. 17  
COLLIN COUNTY, TEXAS**

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set at the common easterly corner of said 427.600 acre tract of land and a called 24.45 acre tract of land described in a deed to Lewis-McWhirter, LTD, as recorded in Volume 6045, Page 2781, of the Land Records of Collin County, Texas, same being on the southwesterly right of way line of Southview Drive (FM No. 1378), a called 90-foot public right of way;

THENCE South  $17^{\circ}38'22''$  East, along the southwesterly right of way line of said Southview Drive (FM No. 1378), a distance of 307.29 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of  $12^{\circ}25'00''$ , a radius of 909.72 feet and a chord bearing and distance of South  $11^{\circ}25'52''$  East, 196.76 feet;

THENCE along said curve to the right, an arc length of 197.15 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South  $05^{\circ}13'22''$  East, continuing along the southwesterly right of way line of Southview Drive (FM No. 1378), a distance of 1,142.09 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South  $88^{\circ}48'31''$  West, departing the southwesterly right of way line of Southview Drive (FM No. 1378), a distance of 1,426.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North  $27^{\circ}45'23''$  West, a distance of 222.24 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North  $55^{\circ}39'13''$  West, a distance of 89.85 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North  $15^{\circ}26'35''$  West, a distance of 543.34 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

**THENCE North 01°11'29" West, a distance of 850.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner on the common line of said 427.600 acre tract of land and a called 14.5 acre tract of land described in a deed to Guardian Mortgage Company, Inc, as recorded in County Clerk's File Number 93-0046259, of the Land Records of Collin County, Texas;**

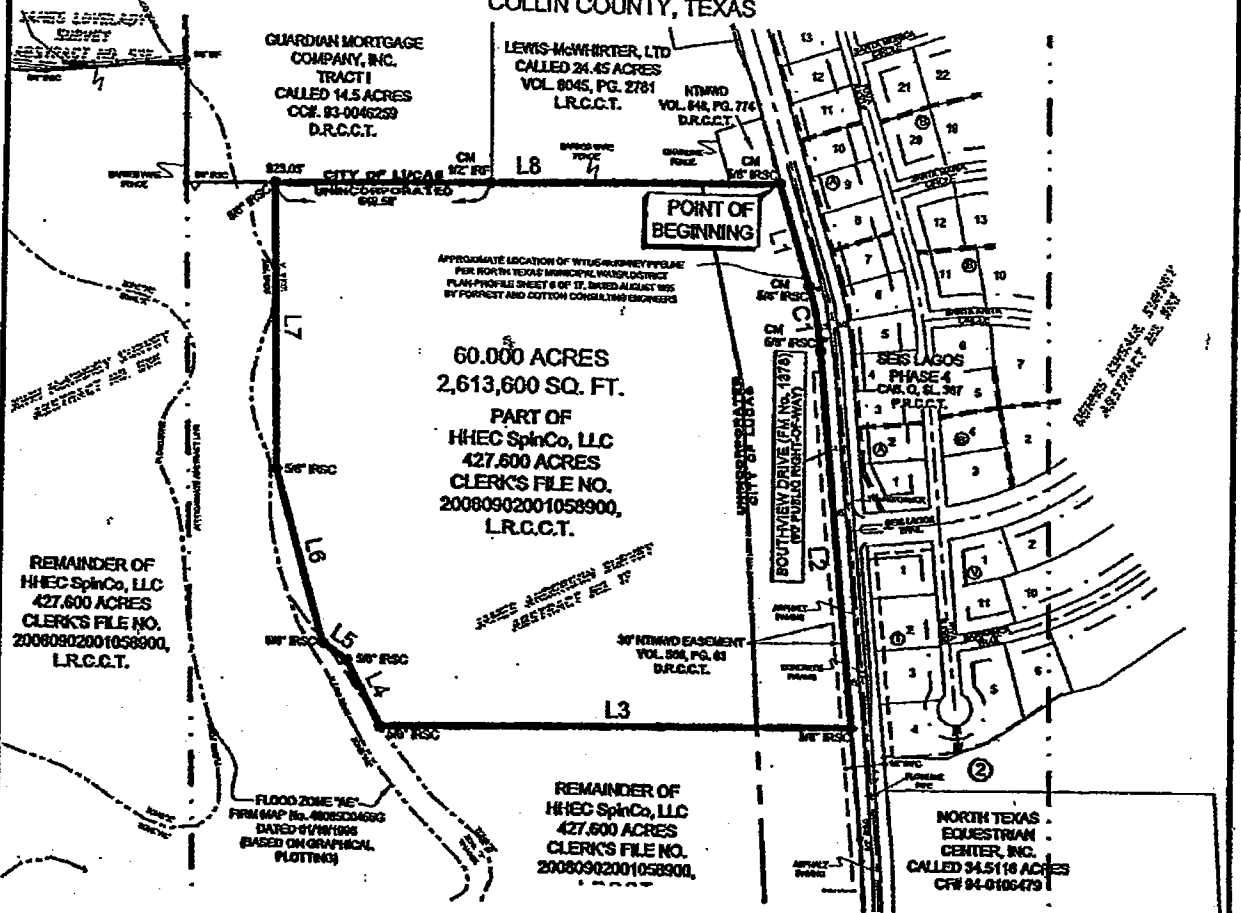
**THENCE North 88°48'31" East, along the common line of said 427.600 acre tract of land and said 14.5 acre tract of land, passing a 1/2-inch iron rod found at the common southerly corner of said 24.45 acre tract of land and said 14.5 acre tract of land, at a distance of 649.59 feet and continuing for a total distance of 1,530.00 feet to the POINT OF BEGINNING and containing 60.000 acres or 2,613,600 sq. ft. of land, more or less.**

DEPICTION OF PROPERTY

EXHIBIT "D"

60.000 ACRES

JAMES ANDERSON SURVEY, ABSTRACT NO. 17  
COLLIN COUNTY, TEXAS



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°25'00"	909.72	197.15	S11°25'52"E	196.76

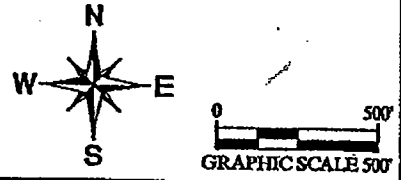
LINE TABLE		
LINE	LENGTH	BEARING
L1	307.29	S17°38'22"E
L2	1142.09	S05°43'22"E
L3	1426.02	S88°48'31"W
L4	222.24	N27°45'23"W
L5	89.85	N55°39'13"W
L6	543.34	N15°26'35"W
L7	850.00	N01°11'29"W
L8	1530.00	N88°48'31"E

NOTES:

1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

LEGEND:

IRSC = "1/4" CAPPED IRON ROD SET  
ESMT. = EASEMENT  
D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS  
P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



**Kimley-Horn and Associates, Inc.**  
12700 Park Central Drive, Suite 1000  
Dallas, Texas 75251  
Tel. No. (972) 770-1300  
Fax No. (972) 239-9830

Scale 1" = 500'	Drawn by RVG	Checked by TWM	Date 05/26/2009	Project No. 063012038	Sheet No. 2 OF 2
--------------------	-----------------	-------------------	--------------------	--------------------------	---------------------

DRAWN BY: TERRY WAINWRIGHT, TOLAN LAYMAN, JILL JAK  
 CHECKED BY: TERRY WAINWRIGHT, TOLAN LAYMAN, JILL JAK  
 FILED IN: 063012038, 063012038, 063012038, 063012038  
 DATE: 05/26/2009

**EXHIBIT E**

**DESCRIPTION OF OWNER'S SOUTH TRACT**

**DESCRIPTION OF PROPERTY SURVEYED**

**128.633 ACRES**

**JAMES ANDERSON SURVEY, No. 17  
JOHN McKINNEY SURVEY, ABSTRACT No. 596  
COLLIN COUNTY, TEXAS**

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the said 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

THENCE along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

North 89°05'48" East, a distance of 729.50 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of South 85°03'12" East, 399.51 feet;

Southeasterly, along said curve to the right, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 79°12'12" East, a distance of 356.46 feet to a 5/8-inch iron rod with "KHA" cap set for corner, same being the POINT OF BEGINNING;

THENCE leaving the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract, through said 427.600 acre tract the following courses and distances to wit:

North 10°48'07" East, a distance of 970.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 15°18'07" East, a distance of 867.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;



North 00°21'11" West, a distance of 947.53 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 14°50'56" West, a distance of 814.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 27°45'23" West, a distance of 297.96 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 88°48'31" East, a distance of 1426.02 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of Southview Drive for the northeastern corner of subject tract;

THENCE along the southwesterly right-of-way line of said Southview Drive (FM No. 1378, a 90-foot wide public right-of-way) and the easterly line of subject tract the following courses and distances to wit:

South 05°13'22" East, a distance of 332.01 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 3°32'00", a radius of 2820.33 feet and a chord bearing and distance of South 03°27'22" East, 173.90 feet;

Southeasterly, along said curve to the right, an arc length of 173.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 01°41'22" East, a distance of 1108.80 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 28°33'00", a radius of 617.96 feet and a chord bearing and distance of South 15°57'53" East, 304.75 feet

Southeasterly, along said curve to the left, an arc length of 307.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 30°14'22" East, a distance of 290.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE leaving the southwesterly right-of-way line of said Southview Drive, along the common line of the subject tract and a 2.00 acre tract of land described in a deed to Merle D. Harter, et ux, as recorded in Volume 4645, Page 491 of the Deed Records of Collin County, Texas the following courses and distances to wit:

South 87°16'23" West, a distance of 168.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 01°37'05" East, a distance of 603.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 89°01'09" East, a distance of 410.29 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of said Southview Drive for corner;

THENCE along the southwesterly right-of-way line of said Southview Drive and the easterly line of subject tract the following courses and distances to wit:

South 01°59'22" East, a distance of 618.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°36'16" East, a distance of 443.18 feet to a 5/8-inch iron rod with "KHA" cap set for the northern corner of a corner clip at the intersection of said Southview Drive and Parker Road;

THENCE South 44°41'48" West, along said corner clip, a distance of 66.46 feet to a 5/8-inch iron rod with "KHA" cap set for the south corner of said corner clip;

THENCE leaving said corner clip, along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

North 89°53'12" West, a distance of 1047.65 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 89°38'48" West, a distance of 512.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°09'00", a radius of 1860.03 feet and a chord bearing and distance of North 84°46'42" West, 361.40 feet;

Northwesterly, along said curve to the right, an arc length of 361.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

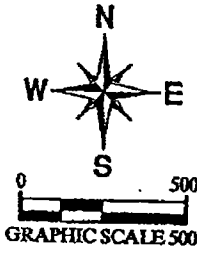
North 79°12'12" West, a distance of 106.44 feet to the POINT OF BEGINNING and containing 128.633 acres or 5,603,244 square feet of land, more or less.

DEPICTION OF OWNER'S SOUTH TRACT

EXHIBIT "F"

128.633 ACRES

JAMES ANDERSON SURVEY, No. 17  
JOHN MCKINNEY SURVEY, ABSTRACT No. 596  
COLLIN COUNTY, TEXAS



LEGEND:

IRSC = "KHA" CAPPED IRON ROD SET  
ESMT. = EASEMENT  
D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS  
P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS

REMAINDER OF HHEC SpinCo, LLC  
427.600 ACRES  
CLERK'S FILE NO. 20080902001058900,  
L.R.C.C.T.

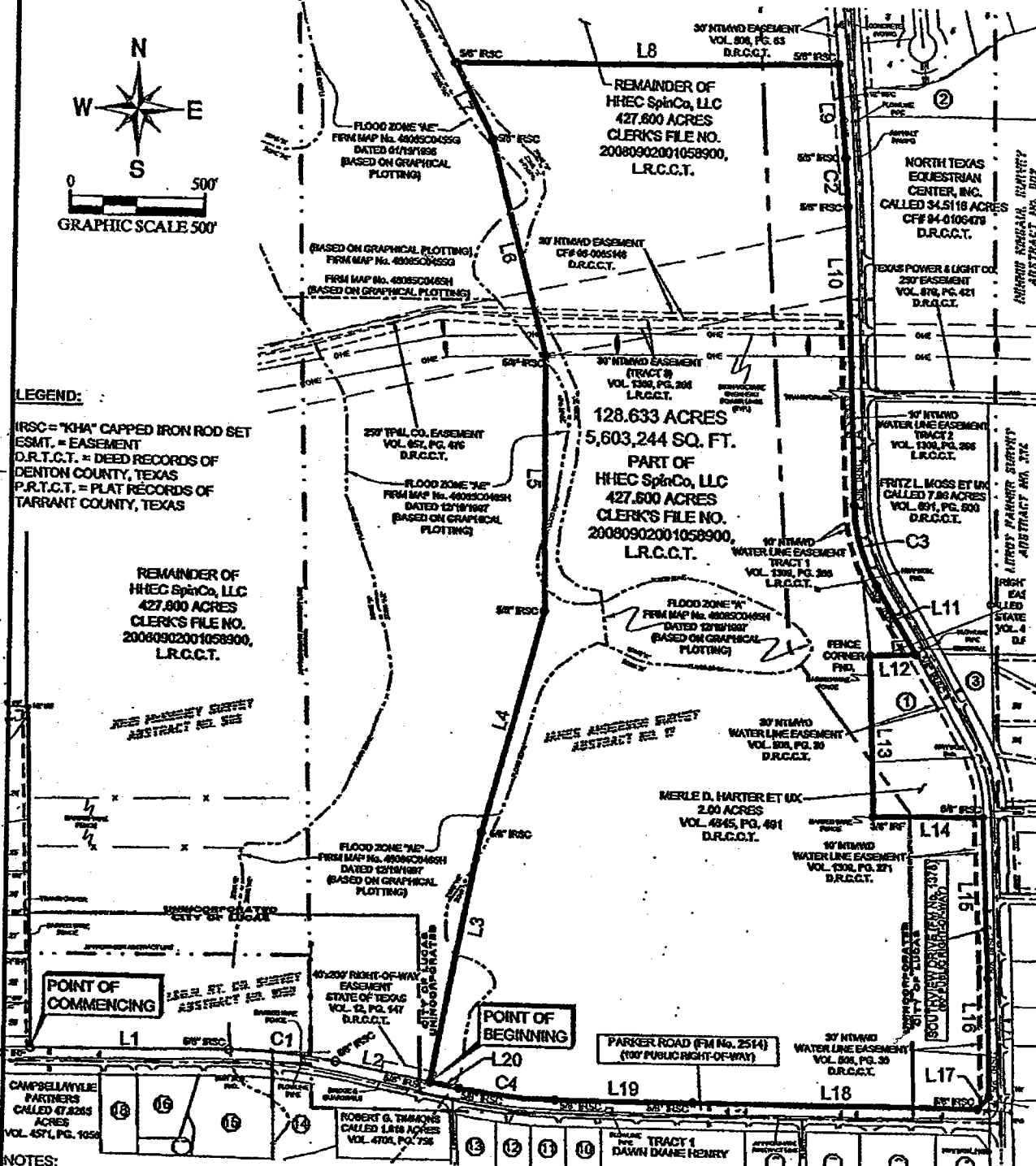
128.633 ACRES  
5,603,244 SQ. FT.  
PART OF HHEC SpinCo, LLC  
427.600 ACRES  
CLERK'S FILE NO. 20080902001058900,  
L.R.C.C.T.

DRAWN BY: [Name], CHECKED BY: [Name], DATE: [Date]  
 PLANNING AND DESIGN DEPARTMENT  
 12700 PARK CENTRAL DRIVE, SUITE 1800  
 DALLAS, TEXAS 75228

- NOTES:
1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
  2. The location of the Abstracts lines shown on this survey are based on graphical plotting only and may not represent its actual location.
  3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

**Kimley-Horn and Associates, Inc.**  
12700 Park Central Drive, Suite 1800  
Dallas, Texas 75228  
Tel. No. (972) 770-1300  
Fax No. (972) 239-3620

Scale 1" = 500'	Drawn by R.V.G.	Checked by T.W.M.	Date 03/26/2009	Project No. 063012008	Sheet No. 3 OF 4
--------------------	--------------------	----------------------	--------------------	--------------------------	---------------------



**EXHIBIT G**

**DESCRIPTION OF OWNER'S WEST TRACT**

**DESCRIPTION OF PROPERTY SURVEYED**

**238.714 ACRES**

**JAMES ANDERSON SURVEY, No. 17  
JOHN MCKINNEY SURVEY, ABSTRACT No. 596  
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060  
COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the James Anderson Survey, Abstract No. 17, the John McKinney Survey, Abstract Number 596, and the I.&G.N. RY. CO. Survey, Abstract Number 1060, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found on the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the beforementioned 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

**THENCE** leaving the northerly right-of-way line of Parker Road with the westerly line of the 427.600 acre tract, the following courses and distances to wit:

**North 01°03'35" West**, a distance of 1295.53 feet to a 1/2-inch iron rod found for the southeasterly corner of a called 15.00 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;

**North 00°46'37" West**, continuing with the westerly line of the 427.600 acre tract and partially with the easterly line of the 15.00 acre tract, a distance of 1615.78 feet to a 5/8-inch iron rod with "KHA" cap set for the easterly common corner of the 427.600 acre tract and a called 29.185 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;

**South 89°15'01" West**, with the common line of the 427.600 acre tract and the 29.185 acre tract, a distance of 482.00 feet to a 1/2-inch iron rod found for the southerly common corner of the 427.600 acre tract and a called 15.961 acre tract of land described in deed to Norris Ranch, Ltd., recorded in Volume 5878, Page 2019 of the Land Records of Collin County, Texas;

North 01°07'25" West, leaving the northerly line of the 29.185 acre tract, passing at a distance of 594.95 feet a 5/8-inch iron rod found for the easterly common corner of the 15.961 acre tract and a called 10.00 acre tract of land described in deed to Cortesano Brothers, LP (a.k.a. Outback Custom Homes), recorded under Instrument Number 20060823001212270 of the Official Public Records of Collin County, Texas, passing at a distance of 2000.06 feet a 1/2-inch iron rod found for the easterly common corner of a called 18.463 acre tract of land described in deed to Stinson 1415, LLC, recorded under Instrument Number 20050008569 of the Official Public Records of Collin County, Texas, and a called 10.185 acre tract of land described in deed to Richard G. Phillips et ux, recorded in County Clerk's File Number 96-0077102 of the Deed Records of Collin County, Texas, passing at a distance of 2370.06 feet a PK Nail found for the easterly common corner of the 10.185 acre tract and a called 9.973 acre tract of land described in deed to Roger A. Stevens et ux, recorded in Volume 5476, Page 4793 of the Deed Records of Collin County, Texas, continuing in all a distance of 2730.35 feet to a 1/2-inch iron rod found in the southerly line of a called 12.0 acre tract of land described as Tract 1 in deed to Venita Ellis, recorded in County Clerk's File Number 96-0025352 of the Deed Records of Collin County, Texas, for the northerly common corner of the 9.973 acre tract and the 427.600 acre tract;

THENCE with the northerly line of the 427.600 acre tract, the following courses and distances to wit:

South 89°17'35" East, passing at a distance of 156.96 feet a 1/2-inch iron rod found for the southerly common corner of the 12.0 acre tract and Lot 11 of BROOKHAVEN RANCH ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 6, Page 71 of the Deed Records of Collin County, Texas, continuing in all a distance of 1065.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 84°12'23" East, a distance of 435.32 feet to a 5/8-inch iron rod found in the westerly line of a called 14.5 acre tract of land described as Tract I in deed to Guardian Mortgage Company, Inc., recorded in County Clerk's File Number 93-0046259 of the Deed Records of Collin County, Texas, for the easterly common corner of the 427.600 acre tract and Lot 15 of BROOKHAVEN RANCH ESTATES;

THENCE South 00°38'53" East, with the common line of the 14.5 acre tract and the 427.600 acre tract, a distance of 352.45 feet to a 5/8-inch iron rod with "KHA" cap set for the westerly common corner of the 14.5 acre tract and the beforementioned 93.442 acre tract;

THENCE North 88°48'32" East, along the southerly line of the 14.5 acre tract, a distance of 273.45 feet to a 5/8-inch iron rod with "KHA" cap set;

THENCE through the 427.600 acre tract, the following courses and distances to wit:

South 01°11'29" East, a distance of 850.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 15°26'35" East, a distance of 543.34 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 55°39'13" East, a distance of 89.85 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 27°45'23" East, a distance of 520.19 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 14°50'56" East, a distance of 814.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°21'11" East, a distance of 947.53 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 15°18'07" West, a distance of 867.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 10°48'07" West, a distance of 970.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner on the northerly right-of-way line of said Parker Road (FM No. 2514);

THENCE along the northerly right-of-way line of said Parker Road (FM No. 2514), the following courses and distances to wit:

North 79°12'12" West, a distance of 356.46 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of North 85°03'12" West, 399.51 feet;

Along said curve to the left, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 89°05'48" West, a distance of 729.50 feet to the POINT OF BEGINNING and containing 238.714 acres or 10,398,398 sq. ft. of land, more or less.

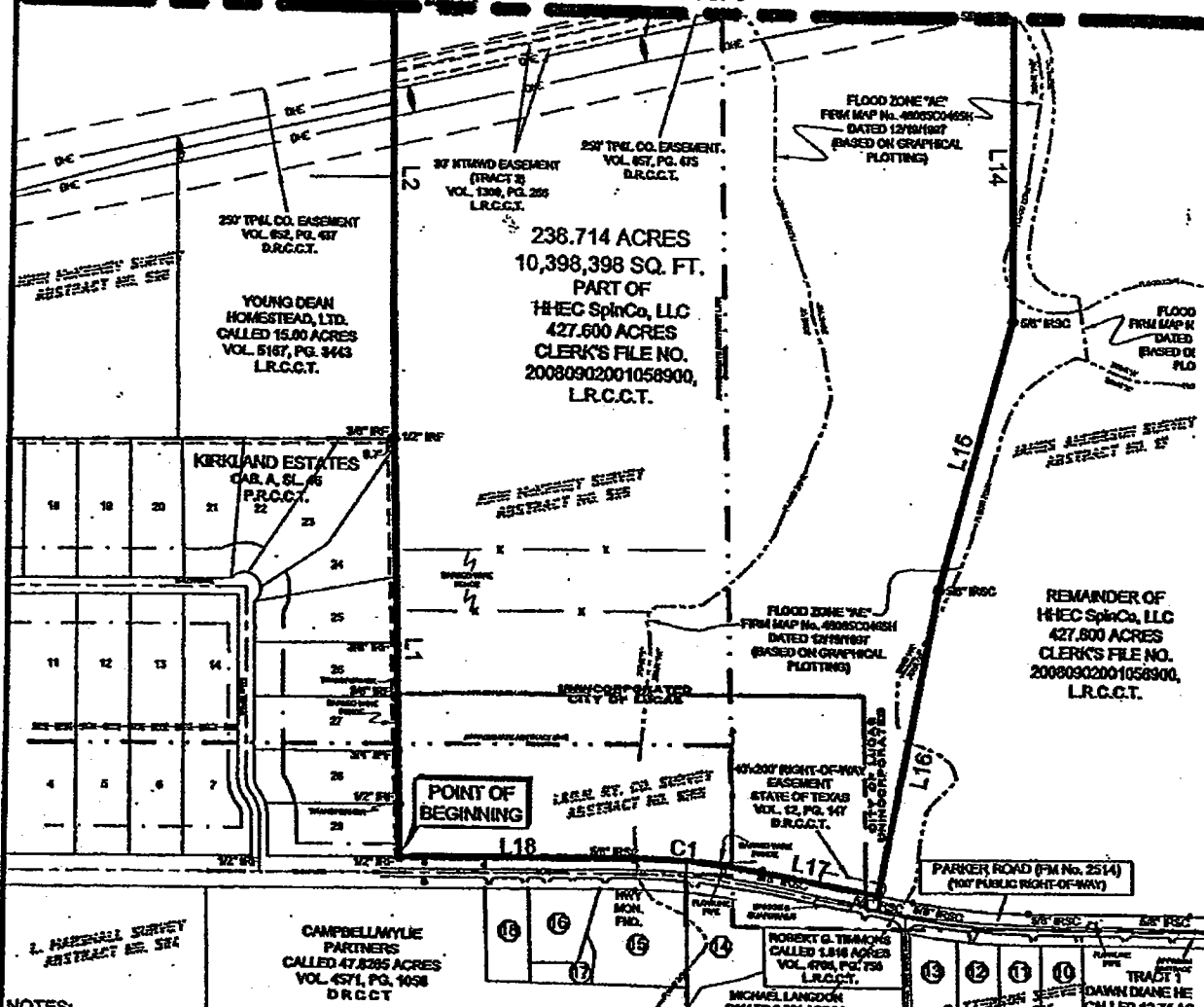
# DEPICTION OF OWNER'S WEST TRACT

## EXHIBIT "H"

238.714 ACRES

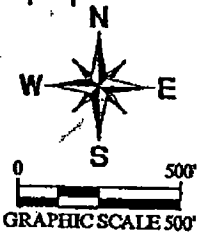
JAMES ANDERSON SURVEY, No. 17  
 JOHN MCKINNEY SURVEY, ABSTRACT No. 596  
 I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060  
 COLLIN COUNTY, TEXAS

MATCHLINE SHEET 4 OF 5



- NOTES:**
1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
  2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
  3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

**LEGEND:**  
 IRSC = "KHA" CAPPED IRON ROD SET  
 ESMT. = EASEMENT  
 D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS  
 P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



**Kimley-Horn and Associates, Inc.**  
 12700 Park Central Drive, Suite 1809  
 Dallas, Texas 75221  
 Tel. No. (972) 770-1300  
 Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	RVG	TWM	05/26/2009	06391288	3 OF 5

DEPICTION OF OWNER'S WEST TRACT

EXHIBIT "H"

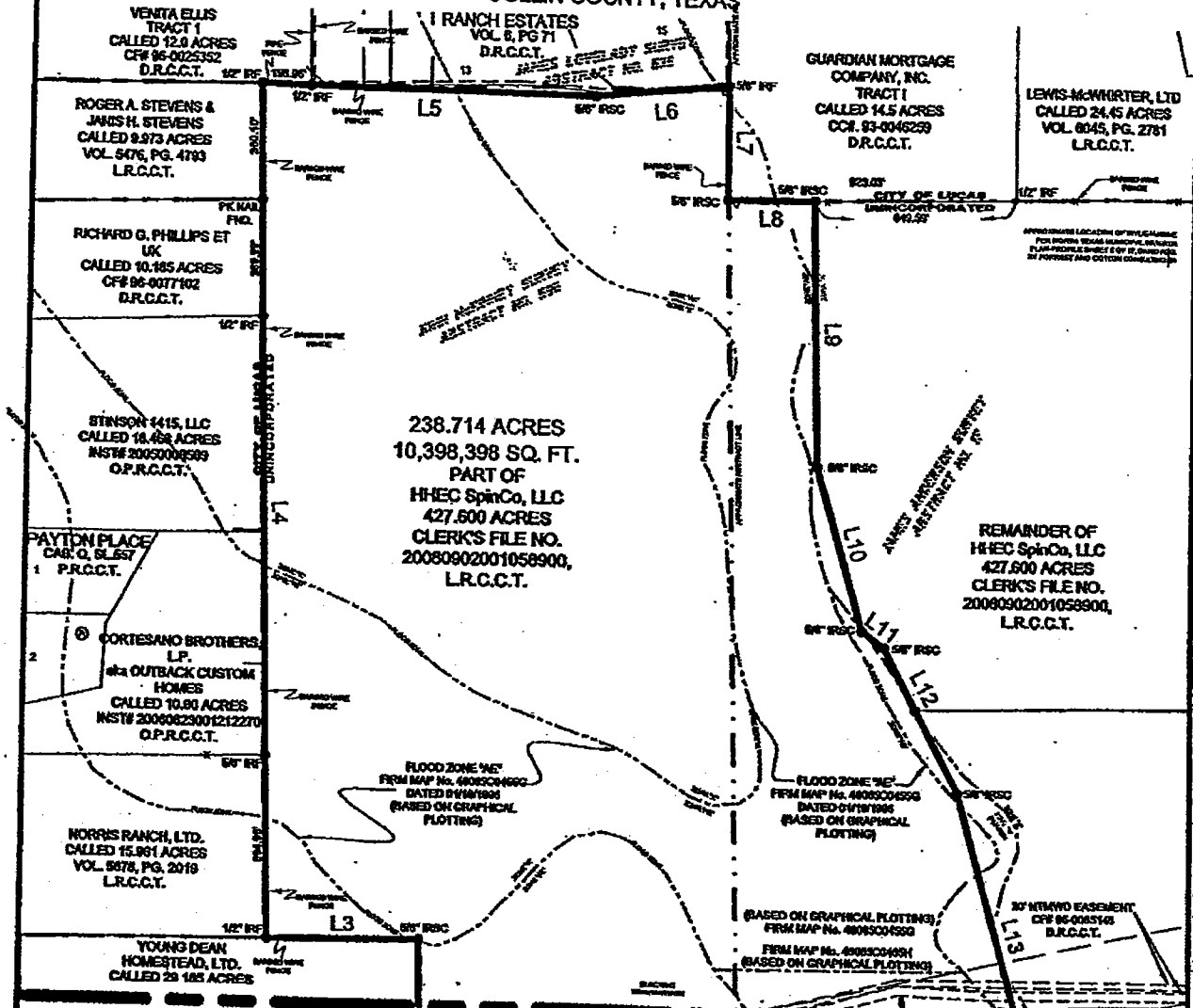
238.714 ACRES

JAMES ANDERSON SURVEY, No. 17

JOHN MCKINNEY SURVEY, ABSTRACT No. 596

I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060

COLLIN COUNTY, TEXAS



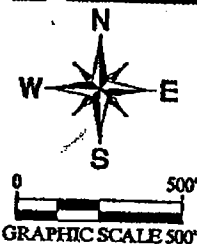
NOTES:

1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

LEGEND:

IRSC = "KHA" CAPPED IRON ROD SET  
 ESMT. = EASEMENT  
 D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS  
 P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS

MATCHLINE SHEET 3 OF 5

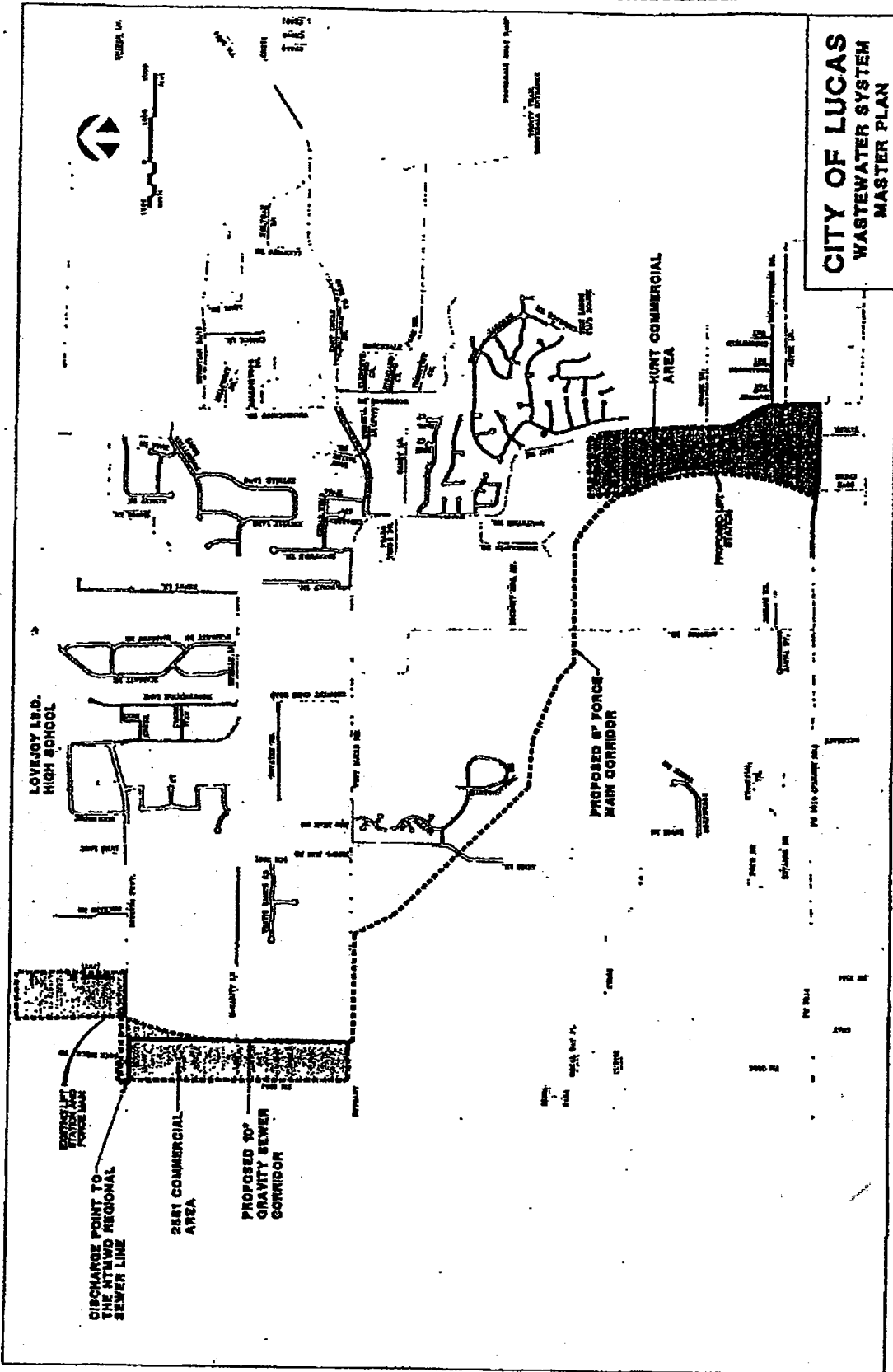


**Kimley-Horn and Associates, Inc.**  
 12700 Park Central Drive, Suite 1000  
 Dallas, Texas 75251  
 Tel. No. (972) 778-1300  
 Fax No. (972) 239-3620

Scale 1" = 50'	Drawn by RVG	Checked by TRM	Date 03/24/2009	Project No. 66301208	Sheet No. 4 OF 5
-------------------	-----------------	-------------------	--------------------	-------------------------	---------------------



CONCEPTUAL DEPICTION OF SEWER FACILITIES



CITY OF LUCAS  
WASTEWATER SYSTEM  
MASTER PLAN

Exhibit I -- SEWER FACILITIES LOCATION

## ESTIMATED PROJECT COST—SEWER FACILITIES

As of June 24, 2009  
(to be replaced by final approved budget  
according to Section 1.3 of this Agreement)

<u>Item</u>	<u>Cost</u>
6" Force Main 27,350 LF @ \$20.00/LF	\$547,000
Lift Station	170,000
Sub-Total – Construction	\$717,000
Survey & Design (15% of construction)	107,550
Off-Site Easements (To Be Provided By Others)	0
Materials Testing (2% of construction)	14,340
Sub-Total – Project	\$838,890
Contingency (15%) (Owner and City expressly agree that up to \$30,000 of this Contingency amount shall be available for customary inspections by the City of the Sewer Facilities)	125,834
Total Project Cost	\$964,724



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
06/25/2009 03:18:44 PM  
\$132.00 DLAIRD  
20090625000794560

*Stacey Kemp*



# City of Lucas

## City Council Agenda Request

### July 7, 2022

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 \$762,250 (95% of \$802,368 - the cost of the roadway improvements) from account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$718,250 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.  $100/2,020 = 0.0495$ , 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 July 7, 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/FM 1378), 2,000 plus 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

### July 7, 2022

To provide further clarification on traffic counts, Staff retained the services of Global Civil Solutions to conduct traffic counts in this area, the results of which are attached.

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

---

1. Proposed Development Agreement
2. Traffic Counts Provided by the Developer
3. Traffic Counts Completed by the City
4. Opinion of Probable Cost, On-Site Improvements
5. General Fund Roadway Impact Fee Schedule
6. General Fund Reserve Schedule
7. Pavement Schedule and Layout

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

---

The City's participation cost would include the following:

- \$718,250 funding from General Fund Reserves
- \$44,000 funding from account 11-1009 General Fund Roadway Impact Fees

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

#### **Recommendation**

---

The proposed development agreement complies with the City's approved Master Thoroughfare Plan.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to enter 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 \$762,250 (95% of \$802,368 - the cost of the roadway improvements) from account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$718,250 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 ~~April~~July 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 ~~\$762,250.00~~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

COPYRIGHT © 2022 - DYNAMIC ENGINEERING CONSULTANTS, PC - ALL RIGHTS RESERVED

**OWNER**  
JAMES IRWIN

**DEVELOPER**  
B-DILL PROPERTIES

ANDREA BEDELL  
15140 HIGHWAY 14,  
JUSTIN, TX 78247  
T: 903-517-8452  
EMAIL: BEDELLPROPERTIES@GMAIL.COM

**CIVIL ENGINEER**

DYNAMIC ENGINEERING CONSULTANTS, PC  
JOSHUA T. DODD, P.E.  
714 S. DREXELWILLE, STE 100  
ALLEN, TX 75002  
T: 972-534-2100  
EMAIL: JEDODD@DYNAMICCEC.COM

**SURVEYOR**

NORTH TEXAS SURVEYING, L.L.C.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
1010 W. SI. UNIVERSITY  
MCKINNEY, TX 75069  
T: 469-424-2074  
F: 469-424-1937  
EMAIL: NORTHTEXASURVEYING.COM  
FIRM REGISTRATION NO. 10074200

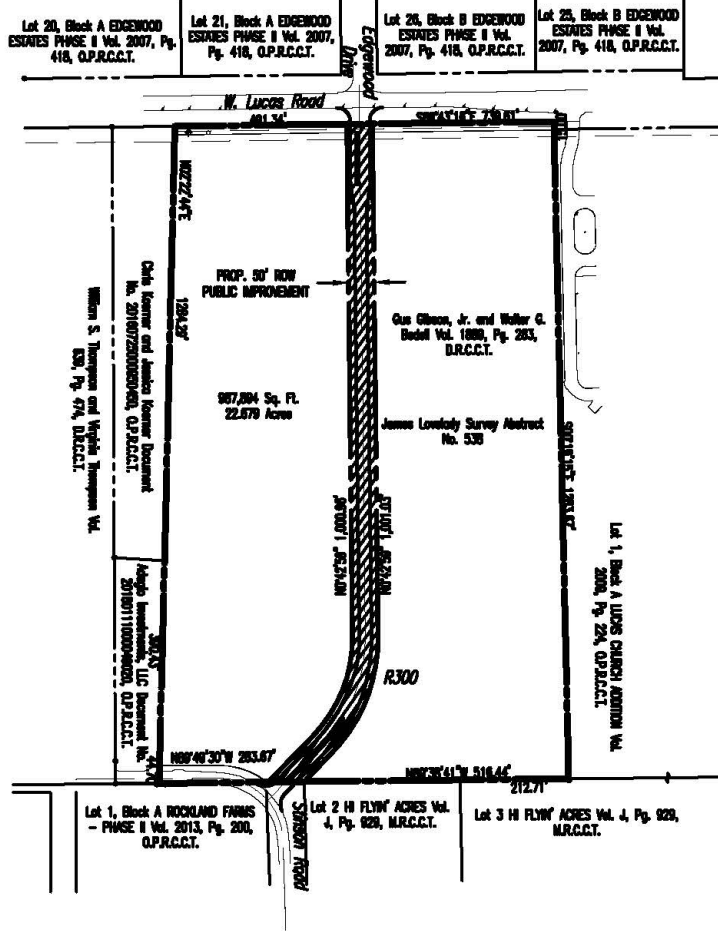
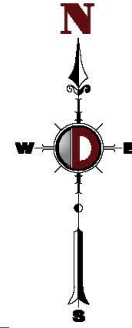
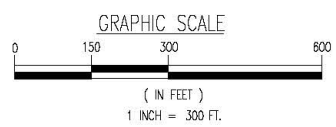


EXHIBIT B  
RIGHT OF WAY DESCRIPTION  
SINGLE-FAMILY SUBDIVISION - LUCAS  
CITY OF LUCAS, TEXAS  
22.679 ACRE LOT



**DYNAMIC ENGINEERING**  
LAND DEVELOPMENT CONSULTING • PERMITTING • GEOTECHNICAL • ENVIRONMENTAL • SURVEY • PLANNING & ZONING

100 WEST DYNAMIC ENGINEERING CONSULTANTS, PC  
Lubbock, Texas 79411-4463 | Dallas, Texas 75244-4466 | Houston, Texas 77061-7986 | Phoenix, Arizona 85004-2074  
T: 806-762-2100 | F: 806-762-2101 | www.dynamicce.com

Plotted: 06/07/22 - 9:09 AM, By: cgifford, - Product Ver: 24.1s (LMS Tech)  
File: \\decpc.local\decfolders\Data\DECPC PROJECTS\3943 James Irwin\99-001 Single Family Subd- Lucas TX\Dwg\Exhibits'



# Exhibit "C"

## The Preliminary Plans

COPYRIGHT © 2022 - DYNAMIC ENGINEERING CONSULTANTS, PC - ALL RIGHTS RESERVED

**OWNER**  
JAMES IRWIN

**DEVELOPER**  
BED-LL PROPERTIES  
ANDREA BEDELL  
15400 HIGHWAY 14,  
JUSTIN, TX 78247  
T: 803-517-8452  
EMAIL: BEDELLPROPERTIES@GMAIL.COM

**CIVIL ENGINEER**  
DYNAMIC ENGINEERING CONSULTANTS, PC  
JUSTINA T. EDGE, P.E.  
714 S. DRISCOLLVILLE, STE 100  
ALLEN, TX 75002  
T: 972-534-2100  
EMAIL: JEDGE@DYNAMICCC.COM

**SURVEYOR**  
NORTH TEXAS SURVEYING, L.L.C.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
1010 WISI UNIVERSITY  
MCKINNEY, TX 75069  
T: 469-424-2074  
F: 469-424-1897  
EMAIL: NORTHTEXASURVEYING.COM  
FIRM REGISTRATION NO. 10074200

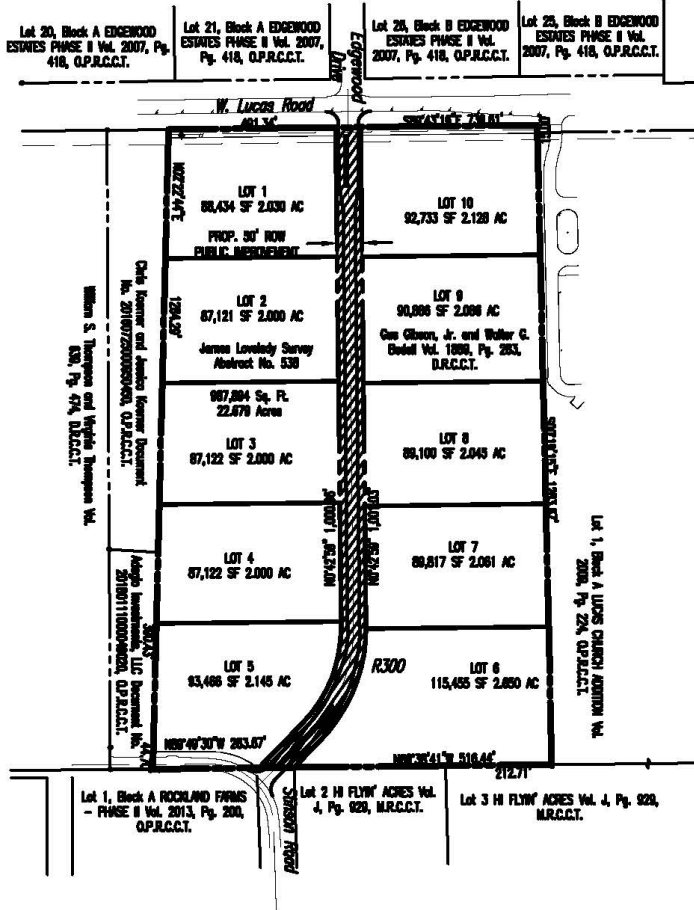
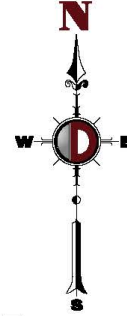
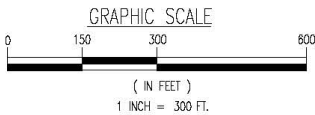


EXHIBIT C  
RIGHT OF WAY DESCRIPTION  
SINGLE-FAMILY SUBDIVISION - LUCAS  
CITY OF LUCAS, TEXAS  
22.679 ACRE LOT



**DYNAMIC ENGINEERING**  
(db) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, PC

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

Texas Registered Engineering Firm No. E-25560  
7145 Glenridge Avenue, Suite 100  
Arling, Texas 75012  
www.dynemec.com

Lake County, New Jersey 1-732-742-1119 | Chester, New Jersey 1-302-573-9222 | Long Beach, New Jersey 1-732-744-0119  
Austin, Texas 1-512-443-5444 | Houston, Texas 1-817-380-6200 | Phoenix, Pennsylvania 1-767-652-0776  
Deer Creek, Nevada 1-541-921-8500

Plotted: 06/07/22 - 9:10 AM, By: cgifford, - Product Ver: 24.1s (LMS Tech)  
File: \\decpc.local\decfolders\Data\DECPC PROJECTS\3943 James Irwin\99-001 Single Family Subd- Lucas TX\Dwg\Exhibits'

## Exhibit "D" The Bids

[SEE ATTACHED]



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
<b>SITE CLEARING</b>								
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
			<b>Subtotal</b>	<b>\$21,518.81</b>	<b>Subtotal</b>	<b>\$7,594.70</b>	<b>Subtotal</b>	<b>\$8,354.17</b>
<b>SITE DEMOLITION</b>								
Sawcutting	147	LF	\$10.00	\$1,465.00	\$15.00	\$2,197.50	\$13.50	\$1,977.75
			<b>Subtotal</b>	<b>\$1,465.00</b>	<b>Subtotal</b>	<b>\$2,197.50</b>	<b>Subtotal</b>	<b>\$1,977.75</b>
<b>FINAL GRADING</b>								
Grading at Pavement	34,281	SF	\$2.31	\$79,189.11	\$1.50	\$51,421.50	\$1.65	\$56,563.65
			<b>Subtotal</b>	<b>\$79,189.11</b>	<b>Subtotal</b>	<b>\$51,421.50</b>	<b>Subtotal</b>	<b>\$56,563.65</b>
<b>EARTHWORK</b>								
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
			<b>Subtotal</b>	<b>\$139,170.32</b>	<b>Subtotal</b>	<b>\$73,573.59</b>	<b>Subtotal</b>	<b>\$91,500.07</b>
<b>SITE WORK</b>								
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
			<b>Subtotal</b>	<b>\$294,795.44</b>	<b>Subtotal</b>	<b>\$361,575.67</b>	<b>Subtotal</b>	<b>\$343,457.53</b>
<b>SOIL EROSION &amp; SED. CONTROL</b>								
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
			<b>Subtotal</b>	<b>\$9,927.80</b>	<b>Subtotal</b>	<b>\$10,229.25</b>	<b>Subtotal</b>	<b>\$11,352.25</b>

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

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.

# Traffic Counts Submitted by the Developer



Dynamic Traffic, LLC  
714 S. Greenville Avenue,  
Suite 100, Allen, TX 75002  
T. 732.681.0760

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**

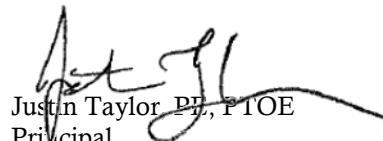
Dear Mr. Hilbourn:

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 27<sup>th</sup> to Thursday, September 2<sup>nd</sup>, 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



[www.dynamictraffic.com](http://www.dynamictraffic.com)

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA  
Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL

# 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	1496	1177	1177	1687	1687	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						

# Traffic Count Report from the City

Traffic Counts Analysis—Country Club Rd/Blondy Jhune Rd Intersection & Stinson Rd East of La Cantera Dr, City of Lucas, Texas

5/27/2022

## Technical Memorandum

**To:** Mr. Joseph Hilbourn  
**From:** Firoze Shams, PE, PTOE  
**CC:** Sam Dam  
**Date:** May 27, 2022



*Firoze Shams*  
Firoze Shams, PE, PTOE

**Subject:** Traffic Counts Analysis- Country Club Rd/Blondy Jhune Rd Intersection & Stinson Rd East of La Cantera Dr, City of Lucas, Texas

### Introduction

Global Civil Solutions, LLC (GCS) was tasked by the City of Lucas to obtain some traffic counts at two locations within the City of Lucas. The locations are:

- Intersection of Country Club Rd and Blondy Jhune Rd – Intersection Turning Movement Counts and 24-Hr ADT Counts on Two Legs
- Stinson Rd East of La Cantera Dr – 24-Hr ADT Counts for Seven (7) consecutive days

As part of two existing TIAs submitted to the City for approval, the two locations were studied by other consultants (Kimley Horn & Associates, Dynamic Traffic) during the COVID pandemic times. The City wanted a reaffirmation of the projected traffic volume numbers used by the consultants to evaluate the current conditions at the two locations prior to approving the TIAs.

### Traffic Counts and Analysis

GCS had the counts done in the week of May 12, 2022 – May 18, 2022. The raw counts are provided in Appendix A. We compared the raw counts with the counts and projections predicted in the two documents. Tables 1 and 2 use the numbers from the Kimley Horn study and compares with the GCS collected traffic data. Table 3 uses the numbers from the Dynamic Traffic analysis and compares with the GCS collected data. The red fonts in the tables below indicate the counts collected by GCS.

Year	ADT	
	Country Club Rd	Blondy Jhune Rd
2021 (Observed) - Kimley Horn	9403	2114
2021 (expected) - Kimley Horn	11446	2344
2022 Projected @ 6% Growth - Kimley Horn	12132	2484
<b>2022 Actual - GCS Counts</b>	<b>12217</b>	<b>2417</b>

Note: To estimate the 2021 expected traffic, we used adjustment factor of 1.22 for Country Club Rd and and Adjustment Factor of 1.11 for Blondy Jhune Rd (per Kimley Horn Technical Memorandum)

**Table 2 - Country Club Rd and Blondy Jhune Rd Intersection Turning Movement Counts**

YEAR	PEAK	WB (BLONDY JHUNE RD)			NB (COUNTRY CLUB RD)			SB (COUNTRY CLUB RD)			TOTAL INTERSECTION
		WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
2021 - Kimley Horn	AM	62	-	94	-	664	73	47	435	-	1375
	PM	61	-	44	-	383	59	81	520	-	1148
2022 Projected	AM	66	-	100	-	704	77	50	461	-	1458
	PM	65	-	47	-	406	63	86	551	-	1218
<b>2022 Actual - GCS Counts</b>	<b>AM</b>	<b>106</b>	<b>-</b>	<b>20</b>	<b>-</b>	<b>506</b>	<b>54</b>	<b>18</b>	<b>696</b>	<b>-</b>	<b>1400</b>
	<b>PM</b>	<b>66</b>	<b>-</b>	<b>21</b>	<b>-</b>	<b>522</b>	<b>115</b>	<b>33</b>	<b>510</b>	<b>-</b>	<b>1267</b>

Note: A growth percentage of 6% was applied to the 2021 traffic volumes to generate the 2022 traffic

**Table 3 - ADT at Stinson Rd East of La Cantera Dr**

Year	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average
2021 - Dynamic Traffic	2144	2309	2308	2323	2385	1496	1177	2020
2022 Projected	2273	2448	2446	2462	2528	1586	1248	2142
<b>2022 Actual - GCS Counts</b>	<b>2154</b>	<b>2356</b>	<b>2458</b>	<b>2494</b>	<b>2725</b>	<b>1944</b>	<b>1194</b>	<b>2189</b>

Note: A growth percentage of 6% was applied to the 2021 traffic volumes to generate the 2022 projected traffic

The yearly growth factor used was 6%, which is based on the Kimley Horn & Associates study recommendation.

## Conclusions and Recommendations

The City of Lucas, as well as the surrounding areas have experienced major residential and commercial growth over the last five years which has resulted in significant traffic increase in the surrounding streets. The counted as well as the projected traffic volumes reflect the significant growth in the surrounding areas .

Based on our analysis of the traffic conditions, we found the existing traffic counts to be fairly close to the projected values based on the two reports. Therefore, we recommend the City of Lucas to accept the traffic counts presented in the two studies and proceed with the evaluation of the TIA documents.

Note that the work performed by GCS does not include any detailed evaluation of the two TIA reports for any conclusions drawn in the reports. As such, GCS does not endorse or reject any of the findings and conclusions of the two reports. It is the City of Lucas' responsibility to evaluate and accept the reports and their conclusions.



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>
<b>SITE CLEARING</b>				
Clearing & Grubbing (Greater Than 1/2 an Acre)	1.5	AC	\$14,167.00	\$21,518.81
			<b>Subtotal</b>	<b>\$21,518.81</b>
<b>SITE DEMOLITION</b>				
Sawcutting	147	LF	\$10.00	\$1,465.00
			<b>Subtotal</b>	<b>\$1,465.00</b>
<b>FINAL GRADING</b>				
Grading at Pavement	34,281	SF	\$2.31	\$79,189.11
			<b>Subtotal</b>	<b>\$79,189.11</b>
<b>EARTHWORK</b>				
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
			<b>Subtotal</b>	<b>\$139,170.32</b>
<b>SITE WORK</b>				
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
			<b>Subtotal</b>	<b>\$294,795.44</b>
<b>STRIPING &amp; SIGNAGE</b>				
Traffic Control Measures	1	EA	\$12,000.00	\$12,000.00
			<b>Subtotal</b>	<b>\$12,000.00</b>
<b>STORM DRAINAGE</b>				
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
<b>Subtotal</b>				<b>\$148,881.00</b>

**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
<b>Subtotal</b>				<b>\$237,770.00</b>

**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
<b>Subtotal</b>				<b>\$397,284.00</b>

**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
<b>Subtotal</b>				<b>\$9,927.80</b>

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

**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.

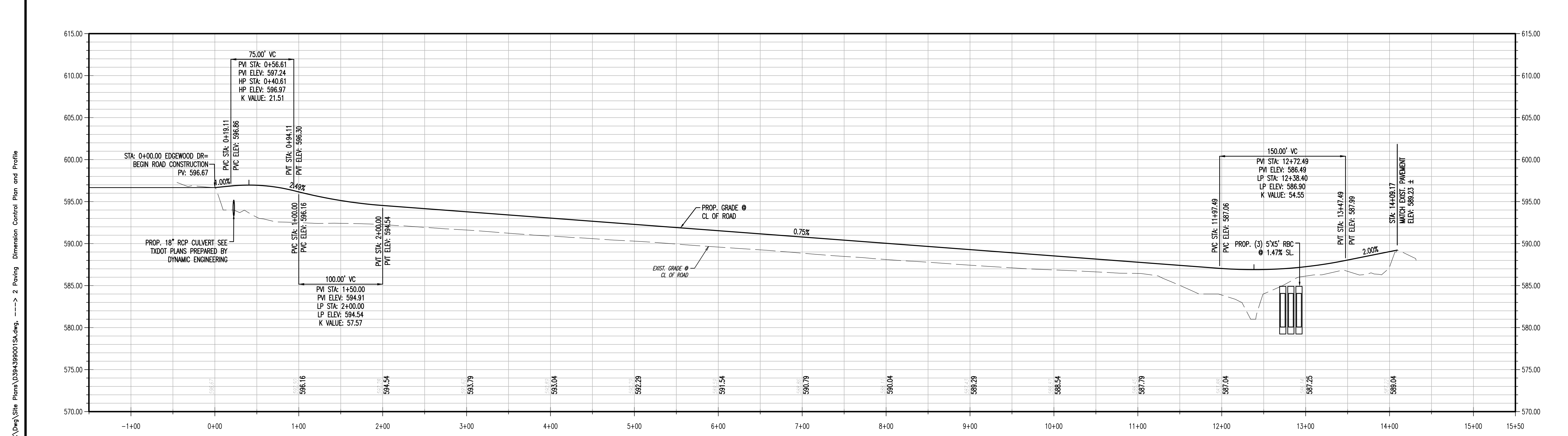
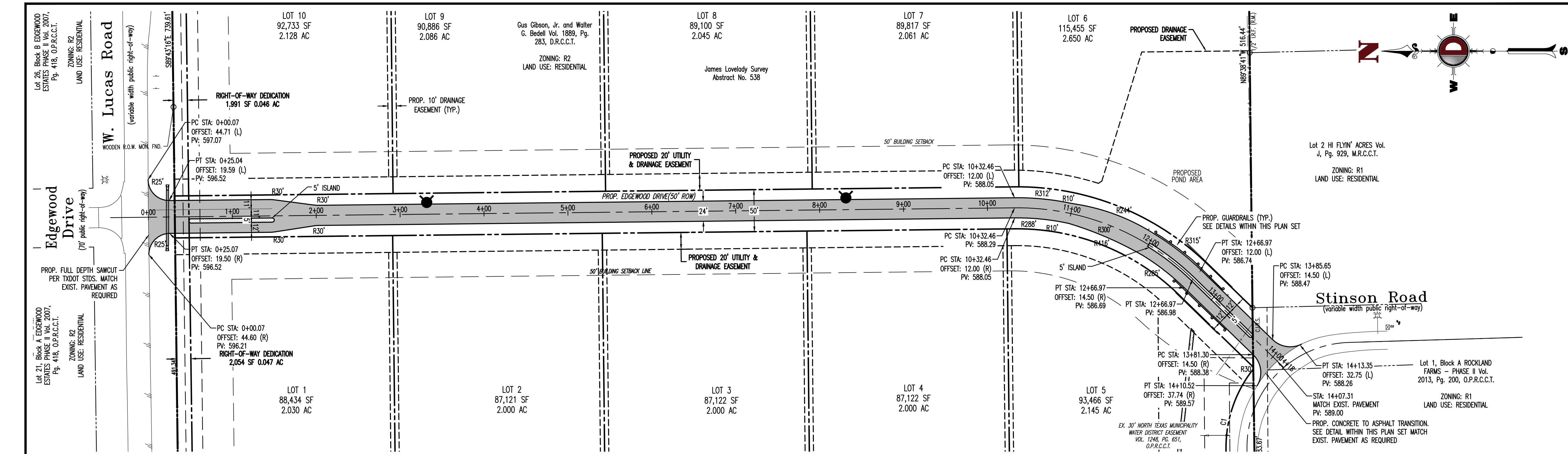
4) This opinion of probable construction cost is for bonding purposes only.

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
<b>Unassigned Fund Balance per Audit Report</b>	<b>\$ 5,867,875</b>	<b>\$ 6,203,973</b>	<b>\$ 7,545,674</b>	<b>\$ 8,774,909</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 10,085,127</b>	<b>\$ 10,085,127</b>
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)
<b>Reserve Balance Prior to GASB 54 Requirement</b>	<b>\$ 5,819,940</b>	<b>\$ 6,101,038</b>	<b>\$ 7,355,339</b>	<b>\$ 7,090,339</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 9,936,122</b>	<b>\$ 9,426,756</b>
<b>Reserve Balance in Operating Months</b>	<b>16.7</b>	<b>17.1</b>	<b>19.3</b>	<b>16.5</b>	<b>16.9</b>	<b>14.9</b>	<b>17.9</b>	<b>18.3</b>	<b>15.7</b>
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)
<b>Reserve Balance After GASB 54 Requirement</b>	<b>\$ 3,730,133</b>	<b>\$ 3,957,148</b>	<b>\$ 5,068,669</b>	<b>\$ 4,506,804</b>	<b>\$ 4,756,086</b>	<b>\$ 4,433,005</b>	<b>\$ 5,663,424</b>	<b>\$ 6,690,534</b>	<b>\$ 5,867,331</b>
<b>Reserve Balance in Operating Months</b>	<b>10.7</b>	<b>11.1</b>	<b>13.3</b>	<b>10.5</b>	<b>10.9</b>	<b>8.9</b>	<b>11.9</b>	<b>12.3</b>	<b>9.7</b>
<b>Restricted during Fiscal Year Audit:</b>									
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	\$ -	\$ -
<b>Reserve Restricted per Audit Report</b>	<b>\$ 814,237</b>	<b>\$ 925,664</b>	<b>\$ 1,184,753</b>	<b>\$ 1,549,491</b>	<b>\$ 3,775,400</b>	<b>\$ 4,372,709</b>	<b>\$ 3,901,757</b>	<b>\$ 2,244,098</b>	<b>\$ 1,932,353</b>



**GENERAL NOTES**

- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT AND PLANS.
- SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
- ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. FOR NECESSARY PLAN CHANGES, NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
- ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNIFY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. WITH CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
- NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C., NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JUSTICE SAFETY. DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
- DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS. COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. DYNAMIC ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. IN WRITING BY THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
- IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBIDDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO REQUIRE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
- IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.
- ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- THE BUILDING SETBACK DIMENSIONS ILLUSTRATED AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS. THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND GROUNDWATER TEST RESULTS IN THE STORMWATER MANAGEMENT REPORT AND THAT THE CONTRACTORS RESPONSIBILITIES INCLUDE NECESSARY PROVISIONS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINAL FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DENOTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE HANDICAP ACCESSIBLE PARKING SPACES AND THE ASSOCIATED RAMPS AND ACCESSIBLE ROUTE MUST COMPLY WITH THE TEXAS ACCESSIBILITY STANDARDS OF THE ARCHITECTURAL BARRIERS ACT (ARTICLE 9102, TEXAS CIVIL STATUTES) AND THE HANDICAP PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.
- ALL WORK PERFORMED AND MATERIALS SUPPLIED SHALL CONFORM TO THE SITE WORK SPECIFICATIONS, IF SUPPLIED. ANY WORK NOT COVERED IN THE SITE WORK SPECIFICATIONS SHALL CONFORM TO THE TEXAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES," LATEST EDITION.

**PAVING LEGEND**

PROPOSED CONCRETE @ 3500 PSF REINFORCED WITH #3 BARS @ 18" O.C.E.W.  
 OVER 8-INCHES OF LIME TREATED SUBGRADE AS DESCRIBED IN THE GEOTECHNICAL ENGINEERING REPORT  
 PREPARED BY D&S ENGINEERING LABS, DATED SEP. 15, 2021.

\* IN LIEU OF LIME TREATMENT, A SIMILAR THICKNESS OF AGGREGATE BASE MAY BE USED.

**GRAPHIC SCALE**  
 ( IN FEET )  
 1" = 60 FT.

DYNAMIC ENGINEERING CONSULTANTS, P.C. (DBA) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, P.C. SURVEYING & TRAFFIC

---

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DRAWN BY: CUB  
 CHECKED BY: JTE  
 DESIGNED BY: JTE  
 DATE: 04/14/2022

REV. DATE COMMENTS

---

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

PROJECT: PROPOSED 10 LOT SINGLE FAMILY SUBDIVISION  
 LEE ESTATES SUBDIVISION  
 JAMES IRWIN LOVELADY SURVEY, ABSTRACT 2013, PG. 200, O.P.R.C.C.T.  
 WEST LUCAS ROAD  
 CITY OF LUCAS, COLLIN COUNTY, TEXAS

REV. DATE COMMENTS

---

PROTECT YOURSELF  
 ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DIG INTO THE EARTH'S SURFACE ANYWHERE IN ANY STATE.  
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

---

**DYNAMIC ENGINEERING**  
 LAND DEVELOPMENT CONSULTING • PERMITTING  
 GEOTECHNICAL • ENVIRONMENTAL  
 TRAFFIC • SURVEY • PLANNING & ZONING

714 S. Greenville Avenue  
 Suite 100, Allen, TX 75002  
 1.972.534.2100

Offices conveniently located at:  
 Dallas, Texas • 1.972.534.2100  
 Chicago, New Jersey • 1.984.879.9229  
 New York, New Jersey • 1.973.570.7200  
 South Hill, New Jersey • 1.732.874.0219  
 New York, Pennsylvania • 1.412.461.0000  
 Houston, Pennsylvania • 1.814.353.4888  
 Dallas, Texas • 1.214.398.4400  
 Austin, Texas • 1.202.989.6800  
 Dallas, Texas • 1.214.398.4400  
 Dallas, Texas • 1.561.901.8050

Texas Registered Engineering Firm No. F-13660  
[www.dynamiccec.com](http://www.dynamiccec.com)

---

PRELIMINARY PLAN FOR REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND MARKUP UNDER THE AUTHORITY OF JOSHUA T. EDGE, STATE LICENSE NUMBER 105854 ON 2022/01/31. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

**JOSHUA T. EDGE**  
 PROFESSIONAL ENGINEER  
 TEXAS LICENSE No. 105854  
 LOUISIANA LICENSE No. 58196  
 OKLAHOMA LICENSE No. 27807  
 COLORADO LICENSE No. 55609  
 MISSOURI LICENSE No. PE-200057891

---

TITLE: PAVING, DIMENSION CONTROL PLAN AND PROFILE

SCALE: (H) 1" = 60'  
(V)

DATE: 04/14/2022

---

PROJECT No: 3943-99-001

DATE: 04/14/2022

REV. #:

---

SHEET No:

2

Rev. #:

---

OF 13

XX



# City of Lucas

## City Council Agenda Request

### July 7, 2022

Item No. 06

Requester: Public Works Director Scott Holden

#### **Agenda Item Request**

---

Consider amending FY 21/22 budget by appropriating \$48,960 from unrestricted General Fund Reserves to account 11-8209-303 Drainage to address erosion concerns due to the release of flow from the culvert crossing under the Winningkoff Road reverse curve.

#### **Background Information**

---

Following the construction of the Winningkoff Road reverse curve, erosion had begun along the offsite channel flowing from the amenity pond located on the south side of Winningkoff Road. Over the course of five years, the grassed channel has eroded. With this continued erosion, the channel will continue to widen.

Four-Star Excavating has provided a construction cost to correct the continued erosion by placing and compacting fill material in the eroded channel and hardening it with rock rip-rap. To dissipate the run-off velocities, large rocks will be grouted into the rip-rap on the downstream end of the culvert.

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

---

1. Cost Estimate
2. Pictures of outfall and drainage channel
3. General Fund Reserve Schedule

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

---

The estimated cost from Four Star Excavating is \$48,960.

#### **Recommendation**

---

City staff recommends amending FY 21/22 budget appropriating \$48,960 from unrestricted General Fund Reserves to account 11-8209-303 Drainage to address the erosion.

#### **Motion**

---

I make a motion to approve/deny amending FY 21/22 budget by appropriating \$48,960 from unrestricted General Fund Reserves to account 11-8209-303 Drainage to address erosion concerns due to the release of flow from the culvert crossing under the Winningkoff Road reverse curve.

## Four Star Excavating, Co.

6825 Levelland Rd., Suite 2B

Dallas, Texas 75252

Office: (972)-330-6767 \* Fax: (972) 421-1597

Project: MISCELLANEOUS WORK - WINNINGKOFF SECTION 1

Location: LUCAS

Date: 6/20/2022

We propose to provide equipment, labor and material to perform the following operations.

Our proposal is to include these items as specifically listed, all other work items or materials are excluded.

This quote is void after thirty days from proposal date.

Item No.	Item Description	Qty	U/M	Unit Price	Extension
1	MOBILIZATION	1	LS	\$ 2,400.00	\$ 2,400.00
2	RESHAPE DITCH	28	HR	\$ 645.00	\$ 18,060.00
3	12"X18" GROUTED ROCK RIPRAP	150	TON	\$ 170.00	\$ 25,500.00
4	HAUL IN DIRT FOR EMBAKMENT	150	TON	\$ 20.00	\$ 3,000.00

TOTAL AMOUNT BID: \$ 48,960.00

Exclusions:

Sincerely,

Antonio Evangelista

Four Star Excavating Co.

2018



2021





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
<b>Unassigned Fund Balance per Audit Report</b>	<b>\$ 5,867,875</b>	<b>\$ 6,203,973</b>	<b>\$ 7,545,674</b>	<b>\$ 8,774,909</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 10,085,127</b>	<b>\$ 10,085,127</b>
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)
<b>Reserve Balance Prior to GASB 54 Requirement</b>	<b>\$ 5,819,940</b>	<b>\$ 6,101,038</b>	<b>\$ 7,355,339</b>	<b>\$ 7,090,339</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 9,936,122</b>	<b>\$ 9,426,756</b>
<b>Reserve Balance in Operating Months</b>	<b>16.7</b>	<b>17.1</b>	<b>19.3</b>	<b>16.5</b>	<b>16.9</b>	<b>14.9</b>	<b>17.9</b>	<b>18.3</b>	<b>15.7</b>
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)
<b>Reserve Balance After GASB 54 Requirement</b>	<b>\$ 3,730,133</b>	<b>\$ 3,957,148</b>	<b>\$ 5,068,669</b>	<b>\$ 4,506,804</b>	<b>\$ 4,756,086</b>	<b>\$ 4,433,005</b>	<b>\$ 5,663,424</b>	<b>\$ 6,690,534</b>	<b>\$ 5,867,331</b>
<b>Reserve Balance in Operating Months</b>	<b>10.7</b>	<b>11.1</b>	<b>13.3</b>	<b>10.5</b>	<b>10.9</b>	<b>8.9</b>	<b>11.9</b>	<b>12.3</b>	<b>9.7</b>
<b>Restricted during Fiscal Year Audit:</b>									
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	\$ -	\$ -
<b>Reserve Restricted per Audit Report</b>	<b>\$ 814,237</b>	<b>\$ 925,664</b>	<b>\$ 1,184,753</b>	<b>\$ 1,549,491</b>	<b>\$ 3,775,400</b>	<b>\$ 4,372,709</b>	<b>\$ 3,901,757</b>	<b>\$ 2,244,098</b>	<b>\$ 1,932,353</b>



# City of Lucas

## City Council Agenda Request

### July 7, 2022

Item No. 07

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

---

Consider a request to address a citizen concern regarding electrical service and the slope to the retention pond located at 1020 Winningkoff Road and authorize an appropriation in the amount of \$59,820 from unrestricted General Fund Reserves to account 11-8309-302 Culvert Maintenance.

#### **Background Information**

---

During the Winningkoff Phase 2 project, the City reconstructed the section of roadway from the reverse curve to Snider Lane. The property located at 1020 Winninkoff Road was within the reconstruction area. The City's contractor for this project was Camino Construction LP.

The City received information from Mr. Ronnie Strebeck (1020 Winningkoff) that he entered into a verbal agreement with the City's contractor Camino Construction LP to use his property to store materials in exchange for some work to improve the slope to his retention pond.

Prior to installing sod at 1020 Winningkoff Road, Mr. Strebeck reached out to the City and said that he was not satisfied with the current slope. City staff contacted Both BCC Engineering and the City Engineer at the time Stanton Foertster. Both engineers measured the slope and were emphatic the slope was per plan and met the City's standard of a 3 to 1 slope. Mr. Strebeck was given the opportunity to view the plans prior to the start of construction and new what the plans were and what was being done adjacent to his property.

The City and BCC Engineering was not a party to the agreement between Mr. Strebeck and Camino Construction.

A second item has been brought to our attention. During Winningkoff Phase 2 project, Camino damaged Mr. Strebeck's electrical service running between his well and pond during the construction of the culvert at Sta 4+00. Camino indicated that they would make the necessary repair, but the electrical work that was completed at the Strebeck property used incorrect conduit material.

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

---

1. Aerial View
2. Four Star Excavating Proposal
3. General Fund Reserves Schedule



# City of Lucas

## City Council Agenda Request

### July 7, 2022

Item No. 07

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

---

The City received a quote from Four Star Excavating and to modify the slope to the retention pond would cost \$59,820.

#### **Recommendation**

---

Staff does not recommend proceeding with correcting to the slope as it was built according to the plan and meets the City's standard of a 3 to 1 slope.

Staff does recommend making the necessary repair to the electrical service that was damaged by the City's contractor.

Staff further recommends working with the City Attorney to modify the city's code of ordinances or its contract language to prevent contractors hired by the city from entering into agreements with property owners, or at a minimum require any agreements to be by written contract signed by both parties and a copy given to the city.

#### **Motion**

---

I make a motion to approve/deny a request to address a citizen concern regarding the slope to the retention pond located at 1020 Winningkoff Road and authorize an appropriation in the amount of \$59,820 from unrestricted General Fund Reserves to account 11-8309-302 Culvert Maintenance.

I make a motion to approve/deny authorizing the City Manager to correct the electrical service deficiency located at 1020 Winningkoff Road.

BEFORE ~ 1020 Winningkoff



AFTER ~ 1020 Winningkoff



## Four Star Excavating, Co.

6825 Levelland Rd., Suite 2B

Dallas, Texas 75252

Office: (972)-330-6767 \* Fax: (972) 421-1597

Project: MISCELLANEOUS WORK - WINNINGKOFF SECTION 2

Location: LUCAS

Date: 6/20/2022

We propose to provide equipment, labor and material to perform the following operations.

Our proposal is to include these items as specifically listed, all other work items or materials are excluded.

This quote is void after thirty days from proposal date.

Item No.	Item Description	Qty	U/M	Unit Price	Extension
1	MOBILIZATION	1	LS	\$ 2,400.00	\$ 2,400.00
2	REMOVE HEADWALL	1	EA	\$ 3,800.00	\$ 3,800.00
3	36" CL III RCP	8	LF	\$ 365.00	\$ 2,920.00
4	50' RETAINING WALL (5' HEIGHT)	1	LS	\$ 41,000.00	\$ 41,000.00
5	DIRT HAUL IN FOR EMBANKMENT	100	TON	\$ 20.00	\$ 2,000.00
6	SOD RESTORATION	350	SY	\$ 22.00	\$ 7,700.00

TOTAL AMOUNT BID: \$ 59,820.00

Exclusions:

Sincerely,

Antonio Evangelista

Four Star Excavating Co.

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
<b>Unassigned Fund Balance per Audit Report</b>	<b>\$ 5,867,875</b>	<b>\$ 6,203,973</b>	<b>\$ 7,545,674</b>	<b>\$ 8,774,909</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 10,085,127</b>	<b>\$ 10,085,127</b>
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)
<b>Reserve Balance Prior to GASB 54 Requirement</b>	<b>\$ 5,819,940</b>	<b>\$ 6,101,038</b>	<b>\$ 7,355,339</b>	<b>\$ 7,090,339</b>	<b>\$ 7,380,496</b>	<b>\$ 7,442,323</b>	<b>\$ 8,524,465</b>	<b>\$ 9,936,122</b>	<b>\$ 9,426,756</b>
<b>Reserve Balance in Operating Months</b>	<b>16.7</b>	<b>17.1</b>	<b>19.3</b>	<b>16.5</b>	<b>16.9</b>	<b>14.9</b>	<b>17.9</b>	<b>18.3</b>	<b>15.7</b>
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)
<b>Reserve Balance After GASB 54 Requirement</b>	<b>\$ 3,730,133</b>	<b>\$ 3,957,148</b>	<b>\$ 5,068,669</b>	<b>\$ 4,506,804</b>	<b>\$ 4,756,086</b>	<b>\$ 4,433,005</b>	<b>\$ 5,663,424</b>	<b>\$ 6,690,534</b>	<b>\$ 5,867,331</b>
<b>Reserve Balance in Operating Months</b>	<b>10.7</b>	<b>11.1</b>	<b>13.3</b>	<b>10.5</b>	<b>10.9</b>	<b>8.9</b>	<b>11.9</b>	<b>12.3</b>	<b>9.7</b>
<b>Restricted during Fiscal Year Audit:</b>									
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	\$ -	\$ -
<b>Reserve Restricted per Audit Report</b>	<b>\$ 814,237</b>	<b>\$ 925,664</b>	<b>\$ 1,184,753</b>	<b>\$ 1,549,491</b>	<b>\$ 3,775,400</b>	<b>\$ 4,372,709</b>	<b>\$ 3,901,757</b>	<b>\$ 2,244,098</b>	<b>\$ 1,932,353</b>



# City of Lucas

## City Council Agenda Request

### July 7, 2022

Item No. 08

Requester: Councilmember Debbie Fisher

#### **Agenda Item Request**

---

Consider a proposed amendment to the Wilson Creek Settlement Agreement between the North Texas Municipal Water District, the City of Lucas, and the Aligned Intervening Landowner Protestants.

#### **Background Information**

---

Councilmember Fisher serves as the Lucas City Council North Texas Municipal Water District (NTMWD) Liaison and is a member of the Oversight Committee that was created under the Settlement Agreement.

NTMWD is seeking approval to construct a washdown area at the Wilson Creek Regional Wastewater Treatment Plant located on Orr Road. The proposed on-site washdown area is a solution to reduce odors at the plant by proactively cleaning the vehicles.

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

---

1. Draft of a letter from Sara R. Thornton of Lloyd Gosselink dated June 2022
2. Draft of the First Amendment to Settlement Agreement between North Texas Municipal Water District, The City of Lucas, and the Aligned Intervening Landowner Protestants
3. Wilson Creek RWWTP Master Plan dated December 2021

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

---

NA

#### **Recommendation**

---

Staff will request that the City Attorney review the draft documentation and provide any guidance he may have.

#### **Motion**

---

No motion necessary as the final documents will be sent at a future date.



Ms. Thornton's Direct Line: (512) 322-5876  
sthornton@lglawfirm.com

June 1, 2022

[LANDOWNER NAME]  
[ADDRESS]

VIA EMAIL AND USPS MAIL

RE: Notice of Proposed Amendment to Wilson Creek Settlement Agreement

Dear Landowner (or Landowner's Successor, Grantee, or Assignee),

This letter is to provide notice of a proposed amendment to the Settlement Agreement by and between North Texas Municipal Water District ("NTMWD"), the City of Lucas, and the Aligned Intervening Landowner Protestants as identified in Order No. 1, SOAH Docket No. 582-00-1372, TCEQ Docket No. 2000-0317-MWD, Application of North Texas Municipal Water District for TCEQ Permit No. 12446-001 (the "Amendment").

The Amendment would allow NTMWD to construct a washdown area at the Wilson Creek Regional Wastewater Treatment Plant (the "Plant") to clean the vehicles used during the treatment process on-site, which will address and reduce odors more effectively. The Oversight Committee, created under the Settlement Agreement, proposed the on-site truck/vehicle washdown area as a solution to reduce odors at the Plant. By cleaning the trucks on-site, NTMWD can proactively remove the odor causing bacteria, prevent new bacteria from growing, and contain bacteria at the Plant. The Amendment does not change material terms to the Settlement Agreement and allows NTMWD to continue to operate the facility in compliance with state laws and regulations as well as the Settlement Agreement. NTMWD is committed to its duties under the Settlement Agreement and will continue to operate the Plant to the best of its abilities.

Please find a draft of the Amendment attached with this letter. We plan to send out a final version for your signature in the coming weeks. Let us know if you have any questions. We appreciate your input and look forward to hearing from you.

Sincerely,

Sara R. Thornton

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT**  
**BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT,**  
**THE CITY OF LUCAS, AND**  
**THE ALIGNED INTERVENING LANDOWNER PROTESTANTS**

This amendment (the “**First Amendment**”) to that certain contract entitled “Settlement Agreement” and effective on April 4, 2001 (the “**Settlement Agreement**”), by and between the North Texas Municipal Water District (“**NTMWD**”), the City of Lucas (the “**City**”), and the Aligned Intervening Landowner Protestants (“**Landowner Protestants**”) as identified in Order No. 1, SOAH Docket No. 582-00-1372, TCEQ Docket No. 2000-0317-MWD, Application of North Texas Municipal Water District for TCEQ Permit No. 12446-001. Landowner Protestants identified in Order No. 1 are: Marcus and Robin Fechenback and Charity Drabik (represented by Charity Drabik); Don and Julia Kendall and Craig Young (represented by Don Kendall); W.H. and Clara Murphy; Karl Anderson; Stephen and Linda Schenck; Andrew Stallings; Jatonna Morgan; Mrs. Lee Ford; Virginia Sorenson; Georgia Curry; Southern Methodist University (represented by Marianne Piepenburg); Elbert and Shirley Hamitar; E.H. (Jim) Sullivan; John T. Helm, Huntwick Homeowners Association, and Reid and Angela Freeman (represented by John T. Helm); Mrs. Neta Latham; Mr. Thomas Fleps, Jr.; and John and Barbra Wilkins. This First Amendment is made and effective as of the [REDACTED] day of [REDACTED], 2022 (the “**First Amendment Effective Date**”) by and between NTMWD, the City, and the Landowner Protestants, each a party to said Settlement Agreement (collectively, the “**Parties**”).

**WHEREAS**, on April 4, 2001, NTMWD, the City, and the Landowner Protestants entered into the Settlement Agreement to effectuate a full and complete settlement and resolution of concerns raised by the City and the Landowner Protestants regarding the NTMWD’s then-pending application to amend the wastewater discharge permit for the Wilson Creek Regional Wastewater Treatment Plant (“**Wilson Creek WWTP**”) (referred to and further defined in the Settlement Agreement as the “**Pending Application**”);

**WHEREAS**, the Oversight Committee, created pursuant to the Settlement Agreement, Section I(A), finds that an on-site truck washdown area would allow NTMWD to treat odors more effectively, which is a stated purpose of the Settlement Agreement;

**WHEREAS**, NTMWD continues to operate the facility in compliance with state laws and regulations as well as the Settlement Agreement and is committed to its duties under the Settlement Agreement;

**WHEREAS**, the Settlement Agreement required NTMWD to wash vehicles used to transport sludge off-site;

**WHEREAS**, the Parties seek to amend the Settlement Agreement, such that NTMWD will be permitted to construct an on-site washdown area at the Wilson Creek WWTP;

**WHEREAS**, the on-site washdown area will permit NTMWD to wash vehicles and containers used to transport sludge on-site;

**WHEREAS**, by cleaning the trucks on-site, NTMWD can proactively remove the odor causing bacteria, prevent new bacteria from growing, and contain bacteria at the facility;

**WHEREAS**, except as expressly modified herein, the terms and conditions of the Settlement Agreement are hereby incorporated by reference and made a part of this First Amendment;

**WHEREAS**, capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings assigned to them in the Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the Parties hereto agree that Section I(D)(1) of the Settlement Agreement shall be amended and modified as follows:

**Section 1.** Section I(D)(1) of the Settlement Agreement shall be replaced in its entirety with the following:

- (1) In connection with sludge management and transportation from the Wilson Creek WWTP, NTMWD will use “totally sealed containers” such that no odors, gases, or liquids that result in an unreasonable interference with the use and enjoyment of property escape during onsite storage and transport to the landfill. “Totally sealed containers” is defined as intact and taped/sealed plastic liners which fully enclose solids placed in steel roll-off containers. The entire open surface of the roll-off containers will be covered with solid tarp covers at all times during on-site storage pending transport and during transportation to and from a landfill for final disposal unless the containers are in the process of being cleaned. Roll-off containers and related vehicles utilized to transport sludge may be washed off-site or on-site for the removal of sludge residues and shall be washed not less than once per week, or more often, if any sludge residue remains within or on the sludge container.

- (a) NTMWD may construct an on-site washdown area to clean vehicles and containers used in the treatment process. The proposed washdown area will consist of a stainless steel hopper and concrete containment area. Vehicles will back the container and drain into the hopper while being rinsed out. The water and other materials rinsed from the container will drain directly into the Wilson Creek WWTP headworks. By placing the washdown area in front of the Wilson Creek WWTP’s headworks, materials washed out will be screened and properly treated.

(b) While NTMWD intends that all water will be captured by the hopper, NTMWD will also construct a secondary concrete containment area to capture potential spills, which will also drain to the Wilson Creek WWTP's headworks. NTMWD will also install a gate on the hopper discharge to contain odors while the washdown area is not in use.

**Section 2.** Other than as described in Section 1 of this First Amendment, the terms of the Settlement Agreement shall remain unchanged.

By signature below, the Parties hereto acting under authority of their respective governing bodies, or in his/her individual capacities, have caused this First Amendment to the Settlement Agreement to be duly executed in several counterparts, each of which shall constitute an original and effective as of First Amendment Effective Date.

**North Texas Municipal Water District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennafer Covington, P.E.  
Executive Director

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sara R. Thornton  
Attorney for NTMWD

**The City of Lucas**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME]  
[TITLE]

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME]  
City Attorney

**The Aligned Intervening Landowner Protestants**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marcus Fechenback  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robin Fechenback  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charity Drabik  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Don Kendall  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julia Kendall  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Young  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
W.H. Murphy  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clara Murphy  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Karl Anderson  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephen Schenck  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Linda Schenck  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrew Stallings  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jatonna Morgan  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mrs. Lee Ford  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Virginia Sorenson  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Georgia Curry  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Southern Methodist University  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elbert Hamitar  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shirley Hamitar  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
E.H. (Jim) Sullivan  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Huntwick Homeowners Association  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Reid Freeman  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Angela Freeman  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neta Latham  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas Fleps, Jr.  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Wilkins  
Or Successor in Interest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbra Wilkins  
Or Successor in Interest

## Executive Summary

### Introduction

North Texas Municipal Water District (District or NTMWD) retained Arcadis U.S., Inc (Arcadis) to perform a Master Plan of the Wilson Creek Regional Wastewater Treatment Plant (WCRWWTP or Facility) with the objective to develop a comprehensive plan for the optimization of the Facility in the next twenty years. The comprehensive Master Plan included a flow and regulatory evaluation, a condition assessment, and evaluation of treatment processes and hydraulic analysis to identify potential rehabilitation and improvement projects for the Facility.

A total of 31 capital improvement projects were identified to be implemented as part of this 20-year Capital Improvement Plan (CIP). These improvement projects resulted from a condition assessment, hydraulic evaluation, liquids process model, and solids process model. The projects were discussed with operations and maintenance personnel and updated after collaboration with the District. The District requested implementation of these projects to be done in five phases and within the next 10 years with the purpose of minimizing construction disruptions in each process area and streamlining implementation to prevent endless design and construction at the WCRWWTP. The estimated combined costs for all improvements during this 10-year planning horizon is approximately \$193,350,000, in 2021 dollars.

### Flows and Regulatory Review

The WCRWWTP has an Annual Average Dry Weather Flow (AADF) permitted capacity of 64 million gallons per day (MGD) and a Peak 2-hour flow (P2HF) of 155,556 (224 MGD) gallons per minute (GPM). AADF flows in excess of 57.6 MGD, 90 percent of the Facility's permitted flow of 64.0 MGD, will be diverted to the Sister Grove Regional Water Resource Recovery Facility (RWRRF) to avoid a Texas Commission on Environmental Quality (TCEQ) requirement triggered expansion. This diversion will occur within the collection system, upstream of the Facility. Therefore, the projects identified are for improvement of plant optimization and maintenance for existing process units rather than an increase in flow capacity.

There are minimal, if any, potential permit changes expected for the WCRWWTP within the timeframe of this Master Plan, and this is due to the Facility having reached its final permitted treatment capacity.

### Condition Assessment

Arcadis conducted a condition assessment between February 24 and March 5, 2020. During that time, all areas of the Facility were inspected, photographed, and evaluated with the exception of the headworks due to an in-progress capital upgrade. The assessment included process mechanical; electrical; instrumentation and controls (I&C); heating, ventilation, and air conditioning (HVAC); and architectural assets. In total, over 200 assets were catalogued and scored according to the District's provided scoring methodology. The Facility's operations and maintenance personnel were involved throughout this process during site visits, meetings, and the development of this report to ensure proper understanding of the systems for the development of an operations and maintenance plan. The condition assessment weighted heavily into the prioritization of the projects.

### Dry and Wet Weather Optimization Results

Treatment process evaluations included a dry weather liquids model and a wet weather liquids model in BioWin. Results of the dry weather model include:



- Modeling confirmed an anaerobic selector zone size of 25 percent of the Plant 1 aeration basin volume would be appropriate to support biological phosphorus removal and meet the current monthly TP limit of 0.5 milligrams per liter (mg/L).
- Mixed Liquor Suspended Solids (MLSS) sensitivity modeling indicated a recommended Plant 1 operating MLSS range of 2,500 mg/L to 3,000 mg/L, versus the current MLSS levels of 3,500 mg/L.
  - 2,500 mg/L to 3,000 mg/L MLSS range reduces the solids loading rates on the secondary clarifiers (SCs), which would facilitate maintaining lower sludge blankets levels and help improve process performance at peak flow conditions.
  - 2,500 mg/L to 3,000 mg/L MLSS range supports full nitrification but minimizes the potential for phosphorus release in secondary clarifier sludge blankets.
  - 2,500 mg/L to 3,000 mg/L MLSS range provides an operating safety factor of approximately 1.5 on solids retention time (SRT) to achieve complete nitrification.
  - 2,500 mg/L to 3,000 mg/L MLSS range provides potential aeration savings, in the order of 3 to 6 percent reduction in total oxygen demand for the facility.
- Additional aeration savings can be expected by tailoring the oxygen supply in the aeration basins and operating at lower dissolved oxygen (DO). The energy savings of operating with a tapered DO of 2 mg/L following the anaerobic zone to DO of 0.5 mg/L at the end of the aeration basin, include a slight estimated reduction in oxygen demand (1 to 2 percent), but are primarily derived from reduced air requirements due to the more efficient oxygen dissolution with a lower residual DO of 0.5 mg/L. The tapered DO operation would then reduce blower energy requirements by approximately 8 to 9 percent. However, this reduction would require automated aeration controls to optimize the DO concentrations.
  - Aeration savings, in the order of 5 to 7 percent, can be achieved by maximizing denitrification in the 25 percent selector zone of Plant 1. A tradeoff for the aeration savings from maximizing denitrification is the loss of biological phosphorus removal in Plant 1, and reliance on chemical addition to meet phosphorus limits.

Results of the wet weather model include:

- Modeling confirmed Plant 1 in existing plug flow mode cannot treat the original design P2HF of 80 MGD.
- Modeling of the proposed Step Feed Contact Stabilization (SF-CS) process in Plant 1 indicated the original peak two-hour design capacity of 80 MGD could be successfully treated (+5 MGD of internal plant recycle) and the effluent requirements could be met, but only under the following conditions:
  - Bio-Contact basins receive return activated sludge (RAS) equally from both Plant 1- North (P1N) and Plant 1-South (P1S).
  - HRC solids returned equally to both P1N and P1S.
  - Plant 1 SCs improvements, such as Energy Dissipating Inlets (EDI) to alleviate adverse hydraulic flow patterns and increasing the RAS pumping capacity to address solids withdrawal limitations are implemented.
- Capacity modeling indicated that with the above-noted improvements in place, a peak capacity of 85 MGD (+ 5 MGD of internal plant recycle) could be treated through Plant 1.
- Plant staff have reported that Plant 2 has maintained good process performance operating with a peak flow of up to 85 MGD (+5 internal plant recycle for a total flow of 90 MGD), which is greater than the design P2HF of 80 MGD. Processing 85 MGD through Plant 2 combined with 85 MGD potential peak flow through Plant 1, provides the WCRWWTP operations with the flexibility to treat

up to 170 MGD peak flows through the main plant process trains should that be desired, and divert 54 MGD to the High-Rate Clarifier (HRC) facility. This will reduce the chemical demand in the HRC facility.

### **Solids Optimization Results and Recommended Projects**

Recommended solids optimization projects from the solids evaluation include:

- Replacement of Gravity Belt Thickeners (GBTs) with only two new GBTs instead of the existing three GBTs
- Removal of Belt Filter Presses (BFPs) and addition of a third Centrifuge
- Phased Replacement of Primary Sludge Pumps in kind

### **Hydraulics Model Results and Recommended Projects**

The hydraulic evaluation did not find any hydraulic limitations preventing flow from passing through the system to the process capacity of the units, but some deficiencies were found. The following improvements are recommended to optimize the system hydraulics:

- Plant 1 Secondary Clarifier Distribution Box Improvements to raise weirs by 4-inches to relieve submergence at 90 MGD without negatively impacting upstream structures.
- Plant 1 Aeration Basin Influent Channel Improvements to control flow split between Plant 1 aeration zones for optimized operations.
- Plant 1 Filter Distribution Box Improvements to lower the filter distribution box weirs by 6 inches to relieve submergence of the secondary clarifier effluent weirs.
- Plant 2 Primary Clarifier Distribution Box Improvements to raise weirs by 9 inches and upsizing piping from 30-inch to 40-inch to alleviate submerged weirs for improved flow split.
- Ultraviolet (UV) 601, 602 and 603 Overflow Structure Improvements to install a new flowmeter to measure instantaneous flow to UV 604.

Arcadis used the results of the condition assessment, liquids, solids, and hydraulic evaluations, and flows and regulatory review to identify a preliminary list of thirty-one improvements to be implemented over the next twenty years. The locations of these improvements are shown in Figure ES-1.

# Wilson Creek Regional Wastewater Treatment Plant Master Plan

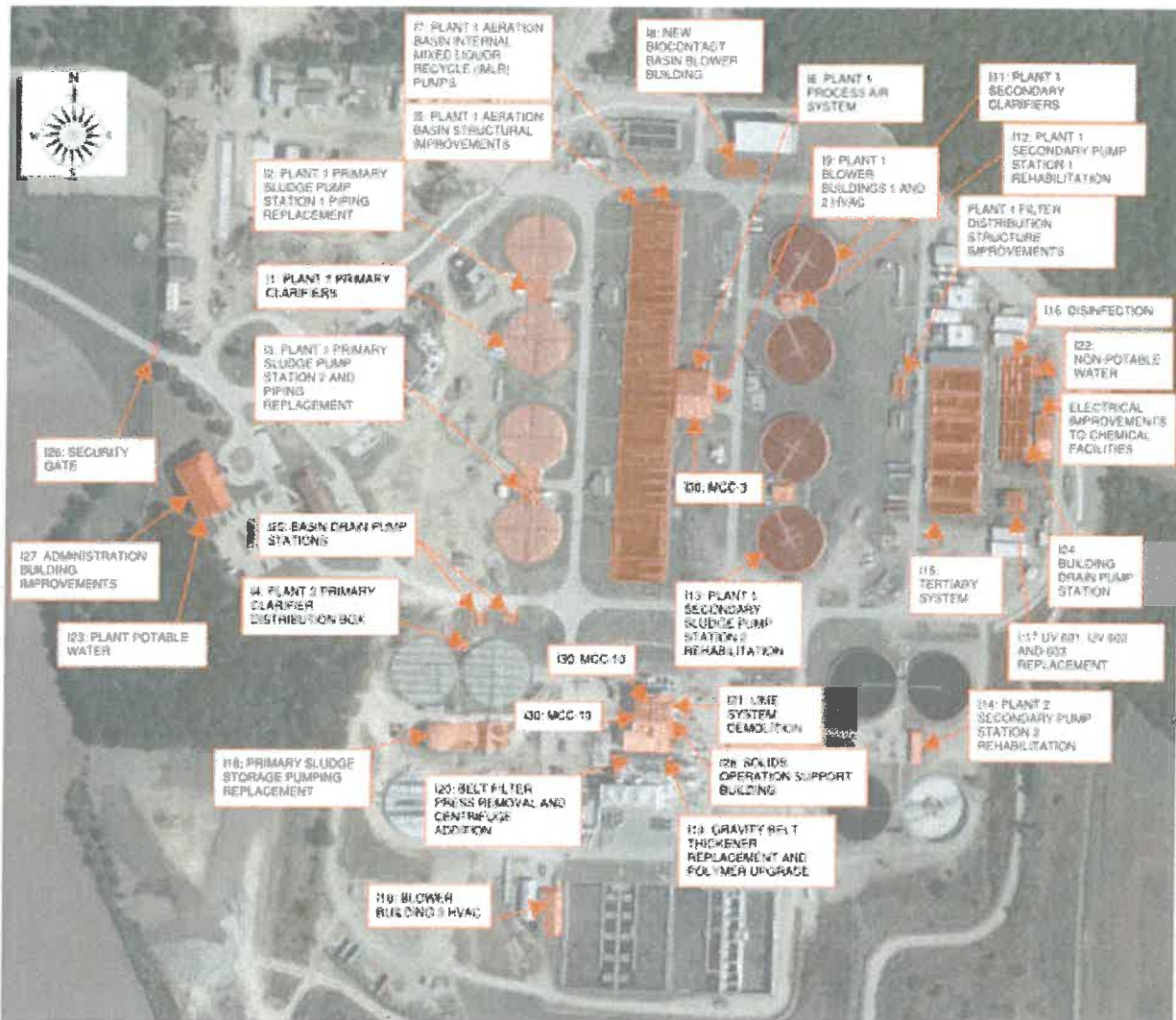


Figure ES-1 Improvement Locations

To facilitate the prioritization of projects identified as part of the Wilson Creek Master Plan, Arcadis developed an Excel spreadsheet tool to perform an efficient frontier analysis. In portfolio management the efficient frontier analysis evaluates each improvement against the drivers for completing the improvement, returning the value that each improvement provides as a percentage of all the improvements that were identified. The result is a quantitative representation of the most efficient spending pattern to provide the most value per dollar invested. The process is then repeated for different scenarios of improvements, including cost, schedule, and resource constraints available to complete the improvement. When these constraints are introduced, the efficient frontier analysis is then used to identify potential low-cost, high-value improvements to be incorporated into the portfolio.

## Wilson Creek Regional Wastewater Treatment Plant Master Plan

For this Master Plan, the NTMWD project drivers include:

- Condition – Maximized effective useful life of equipment but replacing equipment before the equipment reaches a critical condition.
- Efficiency – Refers to the reduction of resources that are utilized to produce the desired product or result.
- Operability – Refers to the ability to keep equipment or a system in a safe, reliable, and functioning condition according to pre-defined operational requirements.
- Redundancy – The ability to maintain regulatory capacity and/or function, ability to withstand loss of equipment/ treatment, under adverse conditions.
- Regulatory – Refers to meeting current TCEQ permit/design requirements.
- Safety – Refers to the safety of operational staff and the general public.

The approach is separated into four steps which are discussed in more detail in Section 9.

### Capital Improvement Plan

A total of 31 improvements were originally identified as part of this Master Plan. These improvements were grouped into 22 capital improvement projects which were evaluated during the efficient frontier and utilized as a baseline to develop the Capital Improvement Plan. Ultimately, the District determined that a phased approach would be better suited to fit their needs and re-grouped the original 31 improvements into five phases, a high priority phase, three medium priority phases, and a single low priority phase. Three major considerations were used to develop these phases; the efficient frontier improvement prioritization results, grouping of improvements so that construction disruptions in each process area are minimized, and streamlining implementation of improvements to prevent endless design and construction at the WCRWWTP. The District also determined that these phases are to be implemented within the next ten years. The estimated combined costs for all improvements during this 10-year planning horizon is approximately \$193,350,000, in 2021 dollars. The implementation timeline and scope for these five phases are summarized below:

- Phase 1: High priority improvements to be addressed within the next five years. Design for this phase begins in fiscal year 2022 with construction beginning in fiscal year 2024. The scope includes Plant 1 primary clarifier improvements, Plant 1 primary sludge pump station improvements, Plant 1 aeration basin structural, process air, and blower improvements, Plant 2 UV 601, 602, and 603 replacement, and addition of a new centrifuge.
- Phase 2: Medium priority improvements to be addressed within the next ten years. Design for this phase begins in fiscal year 2024 with construction beginning in fiscal year 2026. The scope includes the Plant 1 secondary clarifier improvements, Plant 1 secondary sludge pump station improvements, disinfection improvements, and non-potable water system improvements.
- Phase 3: Medium priority improvements to be addressed within the next ten years. Design for this phase begins in 2023 and construction in 2025. The scope includes improvements related to personnel access and buildings, specifically a new plant entrance gate, administration building expansion, and the solids operations support building expansion.
- Phase 4: Medium priority improvements to be addressed within the next ten years. Design of this phase begins in 2027 and construction in 2029. The scope includes improvements to the tertiary treatment system, specifically replacing the traveling bridge filters with cloth media filters and the rehabilitation of sand filters.
- Phase 5: Low priority improvements to be addressed after 10 years. Design for this phase begins in 2029 and extends through 2032, with construction of each specific improvement occurring two years following the design. The scope includes Plant 1 aeration basin internal mixed liquor recycle (IMLR) pumps, a new

## Wilson Creek Regional Wastewater Treatment Plant Master Plan

bio-contact basin blower building, Plant 2 Blower Building No. 3 improvements, Plant 2 secondary sludge pump station No. 3 improvements, primary sludge mixing and transfer pump improvements, and the building drain pump station improvements. These improvements should be reassessed prior to 2029 to determine if the improvement drivers have changed, if they are actually needed, and the exact timeline of implementation.

Table ES-1 presents a summary of the proposed Capital Improvement Plan, improvements associated to each phase, estimated design and construction start years, and estimated cost. Additional details for each improvement are presented in the summary sheets in Appendix H, including drivers, justification, goals, objectives, scope, and special considerations besides others.

Wilson Creek Regional Wastewater Treatment Plant Master Plan

Table ES-1 Capital Improvement Plan

CIP Phase Number	Scope of Work	Total Design Cost	Design Start Date (Fiscal Year)	Total Construction Cost	Construction Start Date (Fiscal Year)
1	<p>I1 - Plant 1 – Primary Clarifier Improvements; Structural and Mechanical Improvements</p> <p>I2 – Plant 1 Primary Sludge Pump Station No. 1 Improvements; New Pumps and Piping, new blanket level/TSS meters</p> <p>I3 – Plant 1 Primary Sludge Pump Station No. 2 Improvements; New pumps and piping, new blanket level/TSS meters</p> <p>I5 - Plant 1 Aeration Basins Structural Improvements; New flowmeters, valves, control panel, structural repairs</p> <p>I6 - Plant 1 Process Air System Improvements; New piping, blowers for Plant 1 N and S Blower Buildings</p> <p>I9 - Blower Building No. 1 and 2 HVAC Improvements; HVAC upgrades to Blower Buildings 1 and 2</p> <p>I17 – Plant 2 UV 601, 602, and 603 Replacement; Replacement of UV units 601, 602, and 603</p> <p>I20 - Belt Filter Press Removal and Centrifuge Addition; Demolition of BFPs and installation of a third centrifuge</p> <p>I25 - Basin Drain Pump Station Demolition; drain pump stations and two wastewater pump stations</p> <p>I30 – Motor Control Center (MCC)-3 and MCC-10 Demolition; Demolition of existing MCCs and provision of power from alternate source</p> <p>I31 - East Press and Sludge Stabilization Control Panel (CP) Replacement; Replace manufacturer CP that is obsolete</p> <p>I4- Plant 2 Primary Clarifier Distribution Box; Improvements to optimize system hydraulics, alleviate weir submergence and improve flow split</p>	\$9,300,000	2022	\$61,200,000	2024
2	<p>I11 – Plant 1 Secondary Clarifier Improvements; New mechanisms and EDIs</p> <p>I12- Plant 1 Secondary Sludge Pump Station No. 2; Rehabilitation; Replacement of piping, supports and RAS/WAS pumps</p> <p>I13- Plant 1 Secondary Sludge Pump Station No. 2; Rehabilitation; Replacement of piping, supports and RAS/Waste Activated Sludge (WAS) pumps</p> <p>I16 – Disinfection Improvements; Replacement of the existing chlorine gas system with UV disinfection</p> <p>I19 - Gravity Belt Thickener Replacement and Polymer Upgrade</p> <p>I21 - Lime System Demolition; Demolition of unused lime system</p> <p>I22 - Non-potable Water System Improvements; Installation of new pump station</p> <p>I23 - Potable Water (PW) System Improvements; Supply PW to the Administration Building</p> <p>I29 - Chemical Facilities Electrical Improvements; New power panel for chemical facilities</p> <p>I26 - New Plant Entrance Security Gate; New gate and guardhouse near admin building</p>	\$6,600,000	2024	\$44,100,000	2026
3	<p>I27 - Administration Building Expansion - Admin Building Expansion and reconfiguration of spaces to accommodate current staffing and ancillary functions</p>	\$1,650,000	2023	\$10,800,000	2025
4	<p>I28 – Solids Operations Support Building Expansion - Expansion of the new administration building at the Solids Handling Building</p> <p>I15 - Tertiary System Improvements; Replace two traveling bridge filters with cloth media filters and rehabilitation of nine sand filters</p>	\$4,100,000	2027	\$27,400,000	2029
5	<p>I7 – Plant 1 Aeration Basins IMLR Pumps; Addition of internal circulation pumps to help meet future effluent TN limits</p> <p>I8 - New Bio-Contact Basins Blower Building; New blower building for bioactiflo</p> <p>I10 - Plant 2 Blower Building No. 3 Improvements; Blower Replacement and addition of Temperature Controls</p> <p>I14 – Plant 2 Secondary Sludge Pump Station No. 3 Rehabilitation; Replacement of piping, supports, and RAS/WAS pumps</p> <p>I18 - Primary Sludge Mixing and Transfer Pumps Replacement; Replacement of three pumps at the primary sludge holding tank</p> <p>I24 - Building Drain Pump Station (PS) Improvements; Replacement of the Building Drain PS No. 1 and No. 2</p>	\$3,600,000	2029 - 2032	\$24,600,000	2031 - 2033



# City of Lucas

## City Council Agenda Request

### July 7, 2022

Item No. 09

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

---

Consider authorizing the City Manager to enter into a contract with Jones Bros Construction for renovations to the Public Works Building and City Hall in the amount not to exceed \$266,938 from account 11-8999-200, Building and Improvements.

#### **Background Information**

---

At the May 5, City Council meeting, staff brought forward a request for funding in the amount of \$286,479 for additional office space for Engineering, Public Works front office customer service area, and city hall maintenance. The City received two proposals, one from Premier Worldwide Inc in the amount of \$284,240 and another from Jones Bros Construction in the amount of \$266,938.

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

---

1. Jones Bros Construction proposal
2. Premier World proposal

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

---

The estimated proposal from Jones Bros Construction is \$266,938 which would be paid from account 11-8999-200, Building and Improvements.

#### **Recommendation**

---

City staff recommends awarding the contract to Jones Bros Construction.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to enter into a contract with Jones Bros Construction for renovations to the Public Works Building and City Hall in the amount not to exceed \$266,938 from account 11-8999-200, Building and Improvements.

## CITY OF LUCAS BIDDER CERTIFICATION

*This sheet must be completed and signed*

JONES Bros. Construction  
**LEGAL NAME OF CONTRACTING COMPANY**

**I.D. # (Company or Corporation)**

214-535-7779  
**TELEPHONE NUMBER**

N/A  
**FACSIMILE NUMBER**

Craig Jones  
**CONTACT PERSON**

OWNER  
**TITLE**

505 Winding Ln  
**COMPLETE MAILING ADDRESS**

McKinney, TX  
**CITY & STATE**

75077  
**ZIP CODE**

dcj0860@yahoo.com  
**EMAIL ADDRESS**

**Indicate all that apply:**

- Minority-Owned Business Enterprise**  
 **Women-Owned Business Enterprise**  
 **Disadvantaged Business Enterprise**

### CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Scope of Work and provided all the required documents. Further, I agree that if my offer is accepted, I shall perform as required. I am aware that, once accepted by City of Lucas, my offer becomes a binding Contract and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

Craig Jones  
**SIGNATURE**

6/22/22  
**DATE**

CRAIG JONES  
**PRINTED NAME**

OWNER  
**TITLE**



### VENDOR REFERENCE INFORMATION SHEET

Jones Bros. Construction  
COMPANY NAME

Craig Jones Owner  
AUTHORIZED AGENT TITLE

505 Winding Ln  
STREET ADDRESS AND /OR P.O. BOX NO.

McKinney Tx 75072  
CITY STATE ZIP CODE

214-535-7779  
PHONE FAX

#### REFERENCES

LIST THE LAST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES/SERVICES HAVE BEEN PROVIDED:

1. COMPANY NAME: City of Lucas

ADDRESS: 665 Country Club Rd PHONE: 972-912-1206

CONTACT PERSON: Joseph Hillbourn TITLE: Director

2. COMPANY NAME: City of Lucas

ADDRESS: 665 Country Club Rd PHONE: 972-912-1217

CONTACT PERSON: Scott Dejong TITLE: Inspector

3. COMPANY NAME: City of Lucas

ADDRESS: 665 Country Club Rd PHONE: 469-678-8586

CONTACT PERSON: Jeremy Bogle TITLE: Supervisor

**Jones Bros. Construction**  
**505 Winding Lane**  
**McKinney, Tx. 75072**

**Proposal**

**April 3, 2022**

**Job RE: City Hall Shop Remodel**  
**Attn: Joe Hilbourn**

Demo sliding doors, 2 sky lights and roof vent Move walk door, sheet metal over skylights Frame and sheet metal over old sliding doors Install 2nd story sub floor and stairs with Landing	39,477.00
Demo walls and ceiling	1500.00
Drywall and Framing	13,860.00
Ceiling , Grid, Tile, Insulation	8450.00
Insulate Exterior Walls	2160.00
4 Doors and Frames	2800.00
Tape, Bed, Paint, and Epoxy Floor	16,200.00
Electrical	17,460.00
HVAC Mini Split 3 Head	7200.00
Plumbing - Water Heater, Waterline	3000.00
Lift Rental	2000.00
Total	114,107.00

**15% Contingency 17,116.00**

Thank You

Jones Bros. Construction

**Jones Bros. Construction  
505 Winding Lane  
McKinney, Tx. 75072**

**Proposal**

**April 3, 2022**

**Job RE: City Hall  
Attn: Joe Hilbourn**

<b>Demo walls, ceilings, counters</b>	<b>4083.00</b>
<b>Drywall and Framing and new Countertop</b>	<b>5690.00</b>
<b>Doors and Frames</b>	<b>2400.00</b>
<b>Ceiling grid, Tile and Insulation</b>	<b>6748.00</b>
<b>Tape, Bed, and Paint</b>	<b>9084.00</b>
<b>Electrical</b>	<b>16,200.00</b>
<b>Brick work Windows</b>	<b>2000.00</b>
<b>Install Windows</b>	<b>2040.00</b>
<b>Flooring 26 oz. Glue Down and Demo Tile</b>	<b>8899.00</b>
<b>Total</b>	<b>57,144.00</b>

**15% Contingency 8571.00**

**Thank You**

**Jones Bros. Construction**

**Jones Bros. Construction  
505 Winding Lane  
McKinney, Tx. 75072**

**Proposal**

**6-21-2022**

**Job RE: Lucas City Hall  
Attn: Joe Hilbourn**

**Install miscellaneous ceiling tile, carpet and paint at Lucas City Hall**

**Total 70,000.00**

**Thank you**

**Jones Bros. Construction**

## IMPORTANT BIDDERS/OFFERORS CHECKLIST

Check off each of the following as the necessary action is completed

- 1. The Bidder/Offeror Certification has been signed.
- 2. Specification/scope/price.
- 3. Vendor Reference Information Sheet.
- 4. CIQ form - Conflict of Interest Questionnaire has been signed.
- 5. W-9 form (New Vendors)
- 6. Question for Pre-Bid meeting on June 20<sup>th</sup> at 10am
- 6. The mailing envelope has been addressed to:

CITY OF LUCAS  
ATT: LINEZKA MADURO/PURCHASING COORDINATOR  
665 COUNTRY CLUB ROAD  
LUCAS, TEXAS 75002

- 7. The envelopes have been sealed and marked with:

Bid title  
Bid number  
Opening date  
Opening Time

- 8. Evidence of Insurance: Prior to commencing the Services and continuing until all Services to be performed under the Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

## SPECIFICATIONS / SCOPE/ PRICE

1) Project Elements/Price

Project Name:

Item#	Description	Notes	Price
1	Public Works Building	Section one and two are combined	
2	Essential Function Shop Area		\$131,223
3	Engineering Offices	Section 3. 4. 5, and 6 are combined	
4	Essential Functions Engineering Offices		
5	City Hall Entry		
6	Essential Functions City Hall Entry		\$65,715
7	Community Center	Section 7 and 8 are combined	
8	City Council Chambers		\$70,000

2) Total price: \$266,938

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

None.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Craig Jones  
Signature of person doing business with the governmental entity

6/22/22  
Date

## CITY OF LUCAS BIDDER CERTIFICATION

**This sheet must be completed and signed**

Premier Worldwide, Inc. PREMIER WORLDWIDE INC.  
**LEGAL NAME OF CONTRACTING COMPANY**

08-3691845 38-3691845  
**I.D. # (Company or Corporation)**

281-752-0014 281-752-0014  
**TELEPHONE NUMBER**

281-752-0029  
**FACSIMILE NUMBER**

Dee Bhatti DEE BHATTI  
**CONTACT PERSON**

V. P. Operations  
**TITLE**

3819 HONEA EGYPT RD.  
3819 Honea Egypt Road Montgomery, TX 77316  
**COMPLETE MAILING ADDRESS      CITY & STATE      ZIP CODE**

dee@premierwwi.com  
**EMAIL ADDRESS**

- Indicate all that apply:**
- Minority-Owned Business Enterprise**
  - Women-Owned Business Enterprise**
  - Disadvantaged Business Enterprise**

### CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Scope of Work and provided all the required documents. Further, I agree that if my offer is accepted, I shall perform as required. I am aware that, once accepted by City of Lucas, my offer becomes a binding Contract and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

Deepak Bhatti  
**SIGNATURE**

06/21/2022  
**DATE**

Deepak Bhatti DEEPAK BHATTI  
**PRINTED NAME**

V. P. Operations  
**TITLE**



**SPECIFICATIONS / SCOPE / PRICE**

1) Project Elements/Price

Project Name:

Item#	Description	Notes	Price
1	Public Works Building		103,285.00
2	Essential Function Shop Area		29,813.00
3	Engineering Offices		21,285.00
4	Essential Functions Engineering Offices		26,835.00
5	City Hall Entry		21,927.00
6	Essential Functions City Hall Entry		16,265.00
7	Community Center		31,845.00
3	City Council Chambers		32,985.00

2) Total price: 284,240.00 (Two hundred eighty four thousand two hundred forty and no cent)

## VENDOR REFERENCE INFORMATION SHEET

Premier Worldwide, Inc.  
COMPANY NAME

Dee Bhatti V. P. Operations  
AUTHORIZED AGENT TITLE

3819 Hone aEgypt Road  
STREET ADDRESS AND /OR P.O. BOX NO.

Montgomery TX 77316  
CITY STATE ZIP CODE

281-752-0014 281-752-0029  
PHONE FAX

### REFERENCES

LIST THE LAST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES/SERVICES HAVE BEEN PROVIDED:

1. COMPANY NAME: City of Richmond  
ADDRESS: 109 N. 8th Street, Richmond, Texas 77469 PHONE: 832.473.3675  
CONTACT PERSON: Jim White TITLE: Assistant Director of Public Works
2. COMPANY NAME: Fort Bend County  
ADDRESS: 4310 Hwy. 36 South, Rosenberg, TX 77471 PHONE: 281-642-3675  
CONTACT PERSON: John Vega TITLE: Fairgrounds Supervisor
3. COMPANY NAME: TxDOT  
ADDRESS: 150 E RIVERSIDE DRIVE, 4N, AUSTIN, TX 78704 PHONE: 512-552-9408  
CONTACT PERSON: Maulik Mistry TITLE: Construction Project Manager

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 60th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.003(b).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1. Name of person who has a business relationship with local governmental entity.

NOT APPLICABLE

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
 Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or in the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

Not Applicable

06-21-20212

Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

### IMPORTANT BIDDERS/OFFERORS CHECKLIST

Check off each of the following as the necessary action is completed

- 1. The Bidder/Offeror Certification has been signed.
- 2. Specification/scope/price.
- 3. Vendor Reference Information Sheet.
- 4. CIQ form - Conflict of Interest Questionnaire has been signed.
- 5. W-9 form (New Vendors)
- 6. Question for Pre-Bid meeting on June 20<sup>th</sup> at 10am
- 6. The mailing envelope has been addressed to:

CITY OF LUCAS  
ATT: LINEZKA MADURO/PURCHASING COORDINATOR  
665 COUNTRY CLUB ROAD  
LUCAS, TEXAS 75002

- 7. The envelopes have been sealed and marked with:

Bid title	City of Lucas Building Renovations
Bid number	RFP # 026-22
Opening date	06-22-2022
Opening Time	02:00 PM

8. Evidence of Insurance: Prior to commencing the Services and continuing until all Services to be performed under the Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas. Evidence of such insurance shall be provided to City by delivering certificates of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEHIND THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> First Insurance Services - Jasper/Montgomery 300 Wheeler St Jasper, TX 75951  <b>INSURER</b> PREMIER WORLDWIDE INC. 3819 Honea Egypt Rd Montgomery, TX 77316	<b>CONTACT</b> NAME: Teresa Johle PHONE (A/C, No, Ext): (409) 384-5761 FAX (A/C, No): (409) 384-3341 E-MAIL ADDRESS: tjohle@1stinsurance.net
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: Evanston Insurance Co	NAIC #: 35378
INSURER B: Progressive Insurance Co.	29203
INSURER C: Texas Mutual Ins. Co.	22745
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**    **CERTIFICATE NUMBER: CL226912519**    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED: \$1000 per claim BI/PD AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	3AA516847	10/27/2021	10/27/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>COMBINED MOBILE LIABILITY</b> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Motor truck cargo <input checked="" type="checkbox"/> \$2,500 DED			016350111	1/9/2022	1/9/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							MOTOR TRUCK CARGO	\$ 100,000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:    RETENTION \$	X	Y	XSMP1522521	11/19/2021	10/27/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	<b>WORKERS COMPENSATION</b> <b>EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001141183	4/1/2022	2/11/2023	<input checked="" type="checkbox"/> E1. EACH ACCIDENT <input type="checkbox"/> OTH. PR	\$ 1,000,000
							E1. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E1. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  of Lucas Country Club Road  Lucas, TX - 75002	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Willie Yeary/KLS
---	--

## ADDITIONAL COVERAGES

Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Department of the Treasury Internal Revenue Service

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Premier Worldwide, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3879 Honea Egypt Road

6 City, state, and ZIP code

Montgomery, TX 77316

Requester's name and address (optional)

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a partner, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

If the account is in more than one name, see the instructions for line 1. Also see What Name and Address To Give the Requester for guidelines on whose number to enter.

Social security number grid with dashes

Employer identification number grid with numbers 38-3691845

Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person

Date 10/13/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
Form 1099-S (proceeds from real estate transactions)
Form 1099-K (merchant card and third party network transactions)
Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
Form 1099-C (canceled debt)
Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Item No. 10

**City of Lucas**  
**City Council Agenda Request**  
**July 7, 2022**

Requester: City Secretary Stacy Henderson

**Agenda Item Request**

---

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

**Background Information**

---

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

On March 18, 2021, Governor Abbott lifted various restrictions of his Executive Order and all City Council and board/commission meetings were opened to the public with no limitations on the size of gatherings. On September 1, 2021, suspension of provisions of the Open Meetings Act were lifted requiring governmental bodies to conduct their meetings in full compliance with the Open Meetings Act as written in Section 551.127 of the Texas Government Code, that is attached for reference.

In July of 2021 the City Council reviewed and approved its policy to continue the use of Zoom at all City meetings to allow for public and board member participation. At that time various cities were polled to determine the current use of Zoom and the capacity in which video conferencing was being used. An updated poll was conducted, and the results are outlined below:

July 2021 Polling Results		July 2022 Polling Results	
City	Zoom Use	City	Zoom Use
Allen	No	Allen	No
Parker	Yes	Parker	Yes
Wylie	No	Wylie	No
Fairview	Yes (Citizens Only)	Fairview	Yes (Citizens Only)
Sachse	Yes (Citizens Only)	Sachse	No
Rowlett	Yes (Citizens Only)	Rowlett	No
Plano	Yes (Citizens Only)	Plano	No
Desoto	Yes (Citizens Only)	Desoto	No

The City also uses Swagit live streaming software to live stream all City meetings. This software allows for viewing of the meeting, but no public participation is conducted through this software. The table below outlines Swagit live streaming and Zoom analytics from June 1, 2021, through June 9, 2022.





Item No. 10

**City of Lucas**  
**City Council Agenda Request**  
**July 7, 2022**

<b>Meeting Type</b>	<b>Number of Meetings</b>	<b>Average Number of SwagIt Users</b>	<b>Average Number of Zoom Users</b>
Board of Adjustment	6	16.8	1
City Council	23	35.5	4.7
Parks Board	7	15.3	0.6
Planning and Zoning Commission	12	33.6	1

**Attachments/Supporting Documentation**

---

1. Section 551.127 of the Texas Government Code

**Budget/Financial Impact**

---

NA

**Recommendation**

---

City staff recommends discontinuing the use of Zoom for all meetings due to lack of participation.

**Motion**

---

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

## **Texas Government Code – Open Meetings Section 551.127 – Videoconference Calls**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# City of Lucas City Council Agenda Request July 7, 2022

Requestor: Mayor Jim Olk

## **Agenda Item Request**

---

Executive Session.

As authorized by Section 551.074(a)(1) of the Texas Government Code, the City Council will convene into closed Executive Session to deliberate the employment and duties of the City Secretary.

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas City Council Agenda Request July 7, 2022

Requestor: 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