



AGENDA

City of Lucas City Council Regular Meeting June 2, 2016

7:00 PM

**City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a City of Lucas Regular City Council Meeting will be held on Thursday, June 2, 2016 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

The Citizens' Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting it to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizen Input (Mayor Jim Olk)

Community Interest

Pursuant to Section 551.0415 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. Community Interest: Presentation of Proclamation to Deputy Gary Gilchrist of the Collin County Sheriff's Office. (Mayor Jim Olk)

Consent Agenda

All items listed under the consent agenda are considered routine and are recommend 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. Consider approval of the minutes of the May 16, 2016 special City Council meeting. **(City Secretary Stacy Henderson)**
4. Consider approval of the minutes of the May 19, 2016 City Council meeting. **(City Secretary Stacy Henderson)**
5. Consider the request by HC Inspiration Two, LLC for approval of a preliminary plat to develop 506 lots totaling 170.5 acres, of which 136 lots totaling 50.5 acres are within the City of Lucas located in the Leroy Farmer Survey, Abstract No. 334, Mark Morris Survey, Abstract No. 561, and Orpha Shelby Survey, Abstract No. 799 more commonly known as Inspiration. **(Development Services Director Joe Hilbourn)**
6. Consider a revenue budget adjustment for funds received in the amount of \$8,000 from the Collin County Fire Marshall's and associated expenditure for a fire safety class conducted through Lucas Fire-Rescue. **(Assistant Fire Chief Ted Stephens)**

Public Hearing

7. Consider the request by Rudy Rivas on behalf of Lucas Corners, LLC for approval of a specific use permit for outside dining for the property located at the northwest corner of the intersection of East and West Lucas Road and adopting Ordinance 2016-06-00839. **(Development Services Director Joe Hilbourn)**
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct Public Hearing
 - C. Take Action

Regular Agenda

8. Consider the request by Chris Rivas on behalf of M. Christopher Custom Homes, Ltd., for site plan approval of a proposed office retail space for the property located at the northwest corner of the intersection of East and West Lucas Road more commonly known as Lucas Corners. **(Development Services Director Joe Hilbourn)**
9. Consider approving the Communications Facilities License Agreement with Jab Broadband DBA Skybeam Texas for a period of one year expiring in May 31, 2017, maintaining all existing contractual requirements and authorizing the City Manager to execute the agreement. **(Public Works Director/City Engineer Stanton Foerster)**
10. Discuss and provide direction to the City Manager regarding the following: 1) Street Maintenance for summer 2016 by APAC and 2) Updates on West Lucas Road Regional Toll Revenue Project, County Club Road/W. Lucas Road Intersection Drainage, Blondy Jhune Bridge Project, and Winningkoff Reverse Curve. **(Public Works Director/City Engineer Stanton Foerster)**

11. Discuss and provide direction to staff regarding maintaining the Allen American as the City's official newspaper. (City Secretary Stacy Henderson)

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

12. Executive Session: No Executive Session item is scheduled for this meeting.
13. Adjournment.

Certification

I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on May 27, 2016.

Stacy Henderson, City Secretary

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



City of Lucas City Council Agenda Request June 2, 2016

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizen Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request June 2, 2016

Item No. 02

Requester: Mayor Jim Olk

Agenda Item:

Community Interest: Presentation of Proclamation to Deputy Gary Gilchrist of the Collin County Sheriff's Office.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



Proclamation

City of Lucas

WHEREAS, the City of Lucas extends its sincere appreciation to Deputy Gary Gilchrist of the Collin County Sheriff's Office for his daily contributions to our community; and

WHEREAS, Deputy Gilchrist began his assignment with the City of Lucas in March 2012 and has contributed many hours to the safety and well-being of the citizens of Lucas and will now be serving as a Constable in Precinct 3; and

WHEREAS, it is important that all citizens recognize the duties, responsibilities, hazards, and sacrifices of our local law enforcement officers; and

WHEREAS, in recognition of Deputy Gilchrist's dedication and professional work, the City of Lucas, Texas recognizes the accomplishments of Deputy Gary Gilchrist.

NOW THEREFORE, I, Jim Olk, Mayor of the City of Lucas, Texas, hereby do proclaim
June 3, 2016 as

“DEPUTY GARY GILCHRIST DAY”

in the City of Lucas, Texas, and encourage all residents of Lucas to join me in this observance.

Jim Olk, Mayor



City of Lucas

Council Agenda Request

June 2, 2016

Item No. 03-04-05-06

Requester: City Secretary Stacy Henderson//Development Services Director Joe Hilbourn/Assistant Fire Chief Ted Stephens

Consent Agenda Items:

3. Consider approval of the minutes of the May 16, 2016 special City Council meeting.
4. Consider approval of the minutes of the May 19, 2016 City Council meeting.
5. Consider the request by HC Inspiration Two, LLC for approval of a preliminary plat to develop 506 lots totaling 170.5 acres, of which 136 lots totaling 50.5 acres are within the City of Lucas located in the Leroy Farmer Survey, Abstract No. 334, Mark Morris Survey, Abstract No. 561, and Orpha Shelby Survey, Abstract No. 799 more commonly known as Inspiration.
6. Consider a revenue budget adjustment for funds received in the amount of \$8,000 from the Collin County Fire Marshall's and associated expenditure for a fire safety class conducted through Lucas Fire-Rescue.

Background Information:

Agenda Item No. 5

This project has an approved Development Agreement and site plan. This is the third phase in this project with the first two phases and part of the third phase being in the cities of Wylie and Saint Paul. The third phase consists of 107 acres in Wylie, 13 acres in Saint Paul, and 50.5 acres in Lucas. There are 506 lots in total within phase three and an estimated 136 lots are in Lucas. The lot sizes vary by phase.

Agenda Item No. 6

The Collin County Fire Marshall's office has allocated funds in the amount of \$8,000 to Lucas Fire-Rescue for the speaker scheduled to teach the "Art of Reading Smoke" class to be held on September 10-11, 2016 at Lucas Fire-Rescue Department. A budget adjustment is needed for revenue account 11-4995 and expenditure account 11-6300-307. There is no net impact to the general fund.



City of Lucas

Council Agenda Request

June 2, 2016

Attachments/Supporting Documentation:

1. Minutes of the May 16, 2016 special City Council meeting
2. Minutes of the May 19, 2016 City Council meeting
4. Inspiration preliminary plat and concept plan

Budget/Financial Impact:

NA

Recommendation:

The Planning and Zoning Commission unanimously recommended approval of the preliminary plat for Inspiration. Staff recommends approval of the Consent Agenda.

Motion:

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



**City of Lucas
City Council Special Meeting
May 16, 2016
8:00 AM
City Hall - 665 Country Club Road – Lucas Texas**

MINUTES

Call to Order

Mayor Olk called the meeting to order at 8:00 am.

City Councilmembers Present:

Mayor Jim Olk
Councilmember Steve Duke
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson

City Councilmembers Absent:

Mayor Pro Tem Kathleen Peele
Councilmember Tim Baney
Councilmember Wayne Millsap
Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present per the Texas Election Code, 67.004. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

Regular Agenda

- 1. Consider approving Resolution R-2016-05-00452 of the City Council of the City of Lucas, Texas, canvassing and declaring the results of the Special Election of the City of Lucas held May 7, 2016 regarding two (2) propositions (1) to continue the one-quarter of one-percent (0.25%) sales and use tax to provide revenue for maintenance and repair of municipal streets; and (2) to abolish the one-quarter of one-percent (0.25%) sales and use tax dedicated to property tax relief and approving an additional one-quarter of one-percent sales and use tax to provide revenue for maintenance and repair of municipal streets; providing a severability clause; and providing an effective date.**

Mayor Olk read the Propositions that were on the ballot and the votes received. The Propositions were as follows:

Proposition 1:

The continuation of the one-quarter of one-percent (0.25%) sales and use tax within the City of Lucas, Texas to provide revenue for maintenance and repair of municipal streets.

241 For
46 Against

Proposition 2:

Abolishing the one-quarter of one-percent (0.25%) sales and use tax dedicated to property tax relief and approving an additional one-quarter of one-percent (0.25%) sales and use tax dedicated to provide revenue for maintenance and repair of municipal streets.

157 For
125 Against

MOTION: *A motion was made by Councilmember Fisher, seconded by Councilmember Duke to approve Resolution R-2016-05-00452 of the City Council of the City of Lucas, Texas, canvassing and declaring the results of the Special Election of the City of Lucas held May 7, 2016 regarding two (2) propositions (1) to continue the one-quarter of one-percent (0.25%) sales and use tax to provide revenue for maintenance and repair of municipal streets; and (2) to abolish the one-quarter of one-percent (0.25%) sales and use tax dedicated to property tax relief and approving an additional one-quarter of one-percent sales and use tax to provide revenue for maintenance and repair of municipal streets. The motion passed unanimously by a 3 to 0 vote.*

2. Adjournment.

MOTION: *A motion was made by Mayor Olk, seconded by Councilmember Fisher to adjourn the meeting at 8:02am. The motion passed unanimously by a 3 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



**City of Lucas
City Council Meeting
May 19, 2016
7:00 PM**

City Hall - 665 Country Club Road – Lucas Texas

Minutes

Call to Order

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

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Attorney Joe Gorfida
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Finance Director Liz Exum

City Councilmembers Absent:

Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input

There was no citizen input from the audience.

Community Interest

2. Community Interest Items:

Councilmember Duke announced that Deputy Gilchrist would be taking a new position with the Constables office and the City Council thanked him for his years of service to the City of Lucas.

Mayor Pro Tem Peele announced that Founders Day would be held on October 22, 2016.

Mayor Olk noted that a special City Council meeting was held on Monday, May 16, 2016 to canvass the election results from the May 7, 2016 Special Election.

City Manager Joni Clarke stated that in preparation for the June 2 City Council meeting for the agenda item regarding street maintenance, a summary document of minute discussions had been prepared for Council review.

Consent Agenda

3. Consider approval of the minutes of the May 5, 2016 City Council meeting.
4. Consider approval of the City of Lucas Investment Report for quarter ending March 31, 2016.

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

Regular Agenda

5. Administer the Statement of Officer, Oath of Office and Certificate of Election to incoming candidates for Councilmember Debbie Fisher, Seat 5 and Mayor Pro Tem Kathleen Peele, Councilmember Seat 6.

City Secretary Stacy Henderson administered the Oath of Office to incumbents Councilmember Debbie Fisher and Mayor Pro Tem Kathleen Peele.

6. Consider the appointment of Mayor Pro Tem to serve a one year period beginning June 1, 2016 and ending May 31, 2017.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to nominate Mayor Pro Tem Peele to serve as Mayor Pro Tem for the period beginning June 1, 2016 through May 31, 2017. The motion passed unanimously by a 6 to 0 vote.

7. Presentation by Christy Williams of the North Central Texas Council of Governments regarding the creation of the North Central Texas Regional 9-1-1 Emergency Communications District. Discuss and consider approving Resolution R 2016-04-00448 supporting the creation of the Emergency Communications District.

A presentation was given by Christy Williams with the North Central Texas Council of Governments (NCTCOG) regarding their desire to pull out of the current State system and create their own 911 Emergency Communications District. Ms. Williams discussed the funding appropriations that occur between the State and NCTCOG and the benefit to pulling out of the State system.

The City Council discussed with Ms. Williams the current operations of the 911 system in place for the City of Lucas and the mechanisms in place to maintain the current rate. Ms. Williams stated that with the NCTCOG becoming an independent 911 Emergency Communications District, no operational changes would occur to the existing system currently in place for Lucas.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to approve Resolution R 2016-05-00448 supporting the creation of the North Central Texas Council of Governments Emergency Communications District.*

8. **Consider adopting Ordinance 2016-05-00838 amending Chapter 1, Article 1.09, Parks and Recreation, Section 1.09.062 Conduct Prohibited in Parks, paragraph (7) of the City of Lucas Code of Ordinances regarding conduct that is prohibited in city parks.**

A presentation was given by Development Services Director Joe Hilbourn discussing the new legislation that passed regarding open carry laws.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to adopt Ordinance 2016-05-00838 amending Chapter 1, Article 1.09 Parks and Recreation, Section 1.09.062 Conduct Prohibited in Parks, paragraph 7 of the City of Lucas Code of Ordinances regarding the conduct that is prohibited in city parks. The motion passed unanimously by a 6 to 0 vote.*

9. **Consider providing comments to the U.S. Army Corps of Engineers (USACE) on the revisions to the Lavon Lake Master Plan.**

City Manager Joni Clarke stated that she attended a meeting hosted by the USACE regarding the Lavon Lake Master Plan proposed changes. Ms. Clarke stated that several of the high intensity uses currently around the lake had been reclassified to low intensity uses and the area north of Lucas was reclassified from low intensity to sensitive. Ms. Clarke noted that the proposed changes were well planned and supportive of an open space area concept.

The City Council asked Ms. Clarke to send a letter to the USACE noting their approval of the proposed master plan changes.

10. **Considering approving Resolution R-2016-05-00450 adopting the City of Lucas Fixed Asset Policy.**

Mayor Olk noted the following amendments to the Fixed Asset policy:

Page 8, Asset Disposal – added the sentence “at no time may employees sell city assets for personal gain.”

MOTION: *A motion was made by Mayor Olk, seconded by Mayor Pro Tem Peele to approve Resolution R 2016-05-00450 adopting the City of Lucas Fixed Asset Policy with the amendment that a statement be added to Page 8, Asset Disposal stating “at no time may employees sell city assets for personal gain”. The motion passed unanimously by a 6 to 0 vote.*

11. **Considering approving Resolution R-2016-05-00451 adopting the City of Lucas Fiscal and Budgetary Policy; and thereby repealing Resolution R-2011-09-00376 Fund Balance Policy approved September 1, 2011.**

Mayor Olk noted the following amendments to the Fiscal and Budgetary Policy:

Page 3, Overview and Statement of Purpose, paragraph 2 - added the term “transparency.”

Page 3, paragraph 3, statement 1 - added “transparent and fiscally responsible operation.”

Page 7, Performance Measures – added “and reported to Council by the City Manager” to the annual budget process.

Page 10, Market Adjustments - added “the City Council may fund market adjustments as part of the annual budget process.”

Page 13 – removed the City’s Fixed Asset policies and procedures is pending approval from the City Council.

MOTION: *A motion was made by Mayor Olk, seconded by Mayor Pro Tem Peele to approve Resolution R 2016-05-00451 adopting the City of Lucas Fiscal and Budgetary Policy with the following amendments:*

- *Page 3, Overview and Statement of Purpose, paragraph 2 - added the term “transparency.”*
- *Page 3, paragraph 3, statement 1 - added “transparent and fiscally responsible operation.”*
- *Page 7, Performance Measures – added “and reported to Council by the City Manager” to the annual budget process.*
- *Page 10, Market Adjustments - added “the City Council may fund market adjustments as part of the annual budget process.”*
- *Page 13 – removed the City’s Fixed Asset policies and procedures is pending approval from the City Council.*

The motion passed unanimously by a 6 to 0 vote.

12. Discuss and provide direction to staff regarding the Allen American serving as the City’s official newspaper.

City Secretary Stacy Henderson explained that the Allen American does not meet the Government code requirement of being entered as a second-class postal matter in the county where published. The Allen American therefore publishes items in the Celina Record, in order to meet Government Code requirements.

City Attorney Joe Gorfida stated that this requirement becomes a concern when advertising for Bonds or Certificates of Obligation and; therefore, those items would have to be posted in an official paper of record, and not the Allen American.

The City Council discussed various options available and City Manager Joni Clarke suggested contacting the Allen American to discuss further and would bring this item back to the June 2 City Council meeting for further discussion.

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

13. Executive Session:

The City Council may enter into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the lease of real property within the City of Lucas.

Mayor Olk announced that the City Council would convene into Executive Session at 8:05pm to discuss the lease of real property within the City of Lucas.

The City Council reconvened from Executive Session at 8:35pm and no further action was taken from Executive Session.

14. Adjournment.

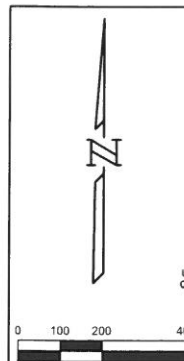
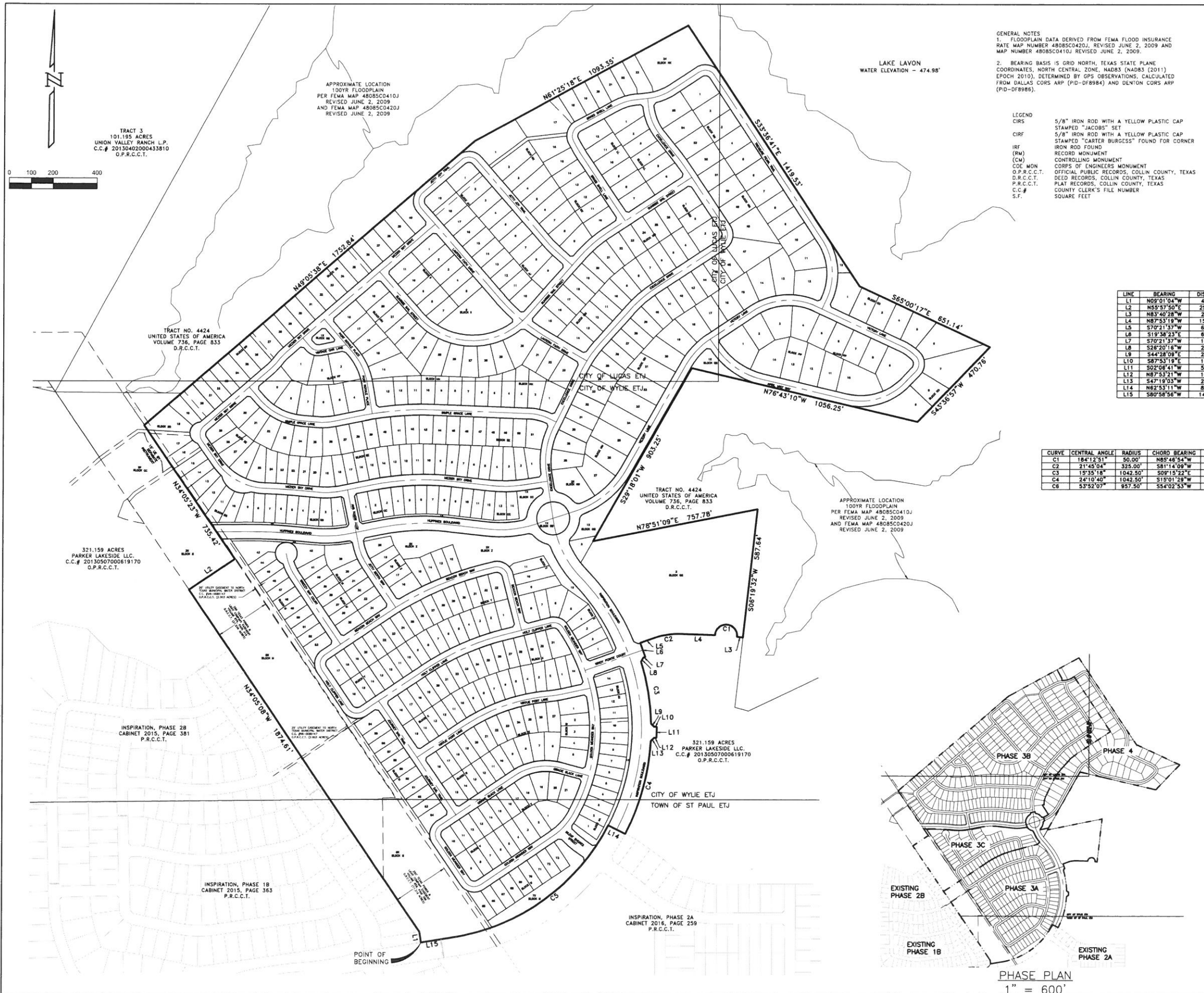
***MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Millsap to adjourn the meeting at 8:35pm. The motion passed unanimously by a 6 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



TRACT 3
101.193 ACRES
UNION VALLEY RANCH L.P.
C.C.# 2013040200433810
O.P.R.C.C.T.

TRACT NO. 4424
UNITED STATES OF AMERICA
VOLUME 736, PAGE 833
D.R.C.C.T.

321.159 ACRES
PARKER LAKESIDE LLC.
C.C.# 20130507000619170
O.P.R.C.C.T.

INSPIRATION, PHASE 2B
CABINET 2015, PAGE 381
P.R.C.C.T.

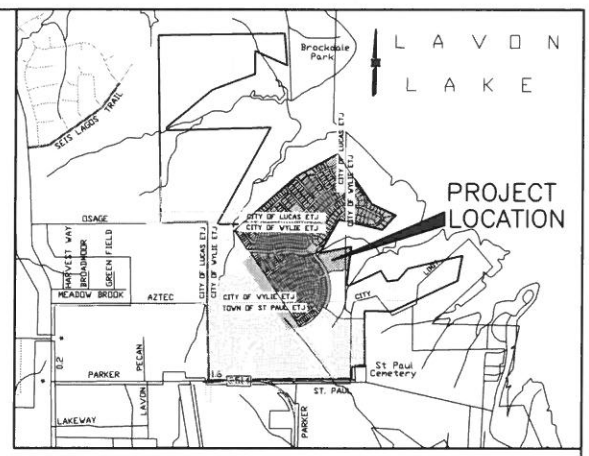
INSPIRATION, PHASE 1B
CABINET 2015, PAGE 363
P.R.C.C.T.

INSPIRATION, PHASE 2A
CABINET 2016, PAGE 259
P.R.C.C.T.

LAKE LAVON
WATER ELEVATION - 474.98'

GENERAL NOTES
1. FLOODPLAIN DATA DERIVED FROM FEMA FLOOD INSURANCE RATE MAP NUMBER 48085C0420J, REVISED JUNE 2, 2009 AND MAP NUMBER 48085C0410J REVISED JUNE 2, 2009.
2. BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986).

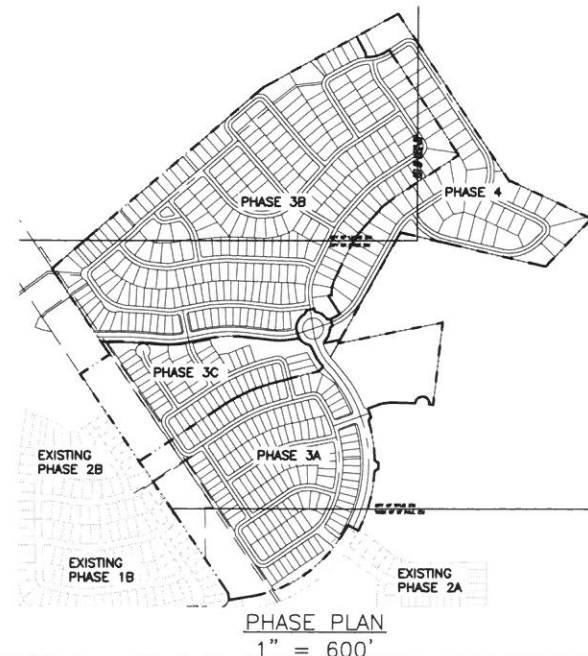
LEGEND
CIRS 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET
CIRF 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER
IRF IRON ROD FOUND
(RM) RECORD MONUMENT
(CM) CONTROLLING MONUMENT
COE MON CORPS OF ENGINEERS MONUMENT
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
C.C.# COUNTY CLERK'S FILE NUMBER
S.F. SQUARE FEET



VICINITY MAP
1" = 2000'

LINE	BEARING	DISTANCE
L1	N08°01'04"W	49.50'
L2	N55°57'50"E	250.00'
L3	N83°40'28"W	26.63'
L4	N87°53'19"W	152.59'
L5	S70°21'57"W	67.49'
L6	S19°38'23"E	87.50'
L7	S70°21'37"W	10.00'
L8	S28°20'16"W	21.57'
L9	S44°28'09"E	21.79'
L10	S87°53'19"E	11.20'
L11	S02°08'41"W	50.00'
L12	N87°53'21"W	10.00'
L13	S47°19'03"W	21.29'
L14	N62°53'11"W	85.00'
L15	S80°58'56"W	144.63'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	184°12'51"	50.00'	N85°46'54"W	99.93'	160.76'
C2	21°45'04"	325.00'	S81°14'09"W	122.84'	123.38'
C3	15°35'18"	1042.50'	S09°15'22"E	282.75'	283.63'
C4	2°10'40"	1042.50'	S19°01'29"W	436.86'	440.38'
C6	53°52'07"	957.50'	S54°02'53"W	867.43'	900.23'



PHASE PLAN
1" = 600'

PRELIMINARY PLAT
OF
INSPIRATION
PHASE 3 & 4

OUT OF THE
L. FARMER SURVEY ~ ABSTRACT NO. 334
M. MORRIS SURVEY ~ ABSTRACT NO. 561
O. SHELBY SURVEY ~ ABSTRACT NO. 799
J. TURNHAM SURVEY ~ ABSTRACT NO. 919
IN THE TOWN OF ST. PAUL E.T.J., THE CITY OF WYLIE E.T.J., AND THE CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS
ST. PAUL E.T.J. - 12.929 ACRES
WYLIE E.T.J. - 107.629 ACRES
LUCAS E.T.J. - 50.438 ACRES
506 RESIDENTIAL LOTS
4 NON-RESIDENTIAL LOTS

OWNER/DEVELOPER: HC INSPIRATION TWO, LLC
8200 DOUGLAS AVENUE, SUITE 300
DALLAS, TEXAS 75225
214.750.1800

PLANNER: MESA DESIGN GROUP
2001 N. LAMAR STREET, SUITE 100
DALLAS, TEXAS 75202
214-871-0568

ENGINEER:
JACOBS
1999 BRYAN STREET, SUITE 1200
DALLAS, TX 75201-3136
PHONE 214-638-0145
FAX 214-638-0447
Jacobs Engineering Group Inc.
Texas Registration F-2966

I:\S\DW\WXX0330\WXX033010_700_CADD\702_Civil\Preliminary Plat Phases 3&4\0311PH34.dwg, 5/27/2016 10:30 AM, Holsenback, Notair

LOT SUMMARY TABLE

Table with columns: CITY OF LUCAS ETJ, INSPIRATION PHASE, 3B, 4, TOTAL. Rows include 88X140' LOTS, 64X140' LOTS, Average Residential Lot Size, Gross Area, Gross Density, Common Area, Non-Residential Lot.

Table with columns: BLOCK NUMBER, LOT NUMBER, AREA [SF], BLOCK NUMBER, LOT NUMBER, AREA [SF]. Lists various block and lot numbers with their corresponding areas.

LEGAL DESCRIPTION
170.984 ACRES

BEING A 170.984 ACRE TRACT OF LAND SITUATED IN THE MARK MORRIS SURVEY, ABSTRACT NO. 561, THE LEROY FARMER SURVEY, ABSTRACT NO. 334, THE JOSIAH TURNHAM SURVEY, ABSTRACT NO. 919, AND THE ORPHA SHELBY SURVEY, ABSTRACT NO. 799, IN THE TOWN OF ST. PAUL E.T.J., THE CITY OF WYLLIE E.T.J., AND THE CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS, AND BEING PART OF A 321.159 ACRE TRACT OF LAND, CONVEYED TO PARKER LAKESIDE, LLC, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20130507000619170, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 170.984 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORRS ARP (PID-DFB984) AND DENTON CORRS ARP (PID-DFB986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE SOUTHEAST CORNER OF LOT 1X, BLOCK M, OF INSPIRATION, PHASE 1B, AN ADDITION TO THE TOWN OF ST. PAUL E.T.J., AND TO THE CITY OF WYLLIE, E.T.J., AS RECORDED IN CABINET 2015, PAGE 363, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF INSPIRATION BOULEVARD, A VARIABLE WIDTH RIGHT-OF-WAY OF INSPIRATION, PHASE 1A-1, AN ADDITION TO THE TOWN OF ST. PAUL E.T.J., AS RECORDED IN CABINET 2014, PAGE 602, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE NORTHEAST LINE OF SAID INSPIRATION, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

NORTH 09 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 49.50 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 34 DEGREES 05 MINUTES 08 SECONDS WEST, PASSING AT A DISTANCE OF 792.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF SAID INSPIRATION, PHASE 1B, AND THE COMMON SOUTHEAST CORNER OF INSPIRATION, PHASE 2B, AN ADDITION TO THE TOWN OF ST. PAUL, E.T.J., AND THE CITY OF WYLLIE, E.T.J., AS RECORDED IN CABINET 2015, PAGE 381, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND CONTINUING ALONG THE NORTHEAST LINE OF SAID INSPIRATION, PHASE 2B, PASSING AT A DISTANCE OF 1545.20 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF SAID INSPIRATION, PHASE 2B, AND CONTINUING OVER AND ACROSS SAID 321.159 ACRE TRACT FOR A TOTAL DISTANCE OF 1874.61 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 321.159 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 55 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 250.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 34 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 735.42 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 49 DEGREE 05 MINUTES 38 SECONDS EAST, PASSING AT A DISTANCE OF 221.81 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR AN ANGLE POINT ON THE NORTH LINE OF SAID 321.159 ACRE TRACT, AND A COMMON SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED AS TRACT NO. 4424, TO THE UNITED STATES OF AMERICA, BY DEED RECORDED IN VOLUME 736, PAGE 833, DEED RECORDS, COLLIN COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID 321.159 ACRE TRACT, AND A COMMON SOUTHERLY LINE OF SAID TRACT NO. 4424, FOR A TOTAL DISTANCE OF 1752.84 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-16" FOUND FOR CORNER;

THENCE, CONTINUING ALONG THE COMMON LINES OF SAID 321.159 ACRE TRACT, AND SAID TRACT NO. 4424, THE FOLLOWING COURSES AND DISTANCES:

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

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

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

SOUTH 43 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 470.76 FEET TO A CORPS OF ENGINEERS MONUMENT STAMPED "4424-12" FOUND FOR CORNER;

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

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

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

SOUTH 06 DEGREES 19 MINUTES 32 SECONDS WEST, A DISTANCE OF 587.64 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 321.159 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 83 DEGREES 40 MINUTES 28 SECONDS WEST, A DISTANCE OF 26.63 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 184 DEGREES 12 MINUTES 51 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 85 DEGREES 46 MINUTES 54 SECONDS WEST A DISTANCE OF 99.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 160.76 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 87 DEGREES 53 MINUTES 19 SECONDS WEST, A DISTANCE OF 152.59 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 45 MINUTES 04 SECONDS, A RADIUS OF 325.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 81 DEGREES 14 MINUTES 09 SECONDS WEST A DISTANCE OF 122.64 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 123.38 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 70 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 67.49 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 19 DEGREES 38 MINUTES 23 SECONDS EAST, A DISTANCE OF 67.50 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 70 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 26 DEGREES 20 MINUTES 16 SECONDS WEST, A DISTANCE OF 21.57 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 35 MINUTES 18 SECONDS, A RADIUS OF 1042.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 09 DEGREES 15 MINUTES 22 SECONDS EAST A DISTANCE OF 282.75 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 283.53 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 44 DEGREES 28 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.79 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 87 DEGREES 53 MINUTES 19 SECONDS EAST, A DISTANCE OF 11.20 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 02 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 87 DEGREES 53 MINUTES 19 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 47 DEGREES 19 MINUTES 03 SECONDS WEST, A DISTANCE OF 21.29 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24 DEGREES 10 MINUTES 40 SECONDS, A RADIUS OF 1042.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 15 DEGREES 01 MINUTE 29 SECONDS WEST A DISTANCE OF 436.66 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 439.92 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHWEST CORNER OF LOT 1X, BLOCK N, OF INSPIRATION, PHASE 2A, AN ADDITION TO THE TOWN OF ST. PAUL, E.T.J., AS RECORDED IN CABINET 2015, PAGE 240, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE COMMON NORTHEAST CORNER OF INSPIRATION BOULEVARD, AN 85 FOOT RIGHT-OF-WAY OF SAID INSPIRATION, PHASE 2A;

THENCE, ALONG THE NORTHERLY LINES OF SAID INSPIRATION, PHASE 2A, THE FOLLOWING COURSES AND DISTANCES:

NORTH 62 DEGREES 53 MINUTES 11 SECONDS WEST, A DISTANCE OF 85.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53 DEGREES 52 MINUTES 07 SECONDS, A RADIUS OF 957.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 54 DEGREES 02 MINUTES 53 SECONDS WEST A DISTANCE OF 867.43 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 900.23 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 80 DEGREES 58 MINUTES 56 SECONDS WEST, PASSING AT A DISTANCE OF 51.62 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE WESTERLY MOST NORTHWEST CORNER OF SAID INSPIRATION, PHASE 2A, AND THE COMMON NORTHEAST CORNER OF AFORESAID INSPIRATION PHASE 1A-1, AND CONTINUING ALONG THE NORTH LINE OF SAID INSPIRATION, PHASE 1A-1, AND SAID NORTH RIGHT-OF-WAY LINE OF SAID INSPIRATION BOULEVARD, FOR A TOTAL DISTANCE OF 144.63 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 7,448,073 SQUARE FEET, OR 170.984 ACRES OF LAND.

CITY OF LUCAS
PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

CITY APPROVAL CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS.

CHAIRMAN, PLANNING & ZONING COMMISSION DATE

ATTEST: DATE

SIGNATURE DATE

NAME AND TITLE

THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF LUCAS, TEXAS HEREBY CERTIFIES THAT TO THE BEST OF HIS/HER KNOWLEDGE OR BELIEF, THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES AND WITH ENGINEERING CONSTRUCTION STANDARDS AND PROCESSES ADOPTED BY THE CITY OF LUCAS, TEXAS AS TO WHICH HIS/HER APPROVAL IS REQUIRED.

DIRECTOR OF PUBLIC WORKS DATE

THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT OF THE CITY OF LUCAS, TEXAS HEREBY CERTIFIES THAT TO THE BEST OF HIS/HER KNOWLEDGE OR BELIEF, THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES, OR AS MAY HAVE BEEN AMENDED OR MODIFIED, BY THE PLANNING AND ZONING COMMISSION AS TO WHICH HIS/HER APPROVAL IS REQUIRED.

DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT DATE

KNOW ALL MEN BY THESE PRESENTS: SURVEYOR'S CERTIFICATION

I, _____, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF LUCAS PLANNING AND ZONING COMMISSION.

REGISTERED PROFESSIONAL SURVEYOR STATE OF TEXAS

COUNTY OF DALLAS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 201__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRELIMINARY PLAT
OF
INSPIRATION
PHASE 3 & 4

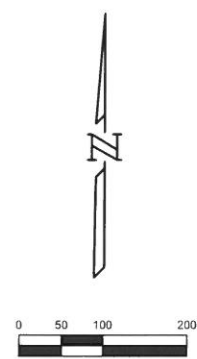
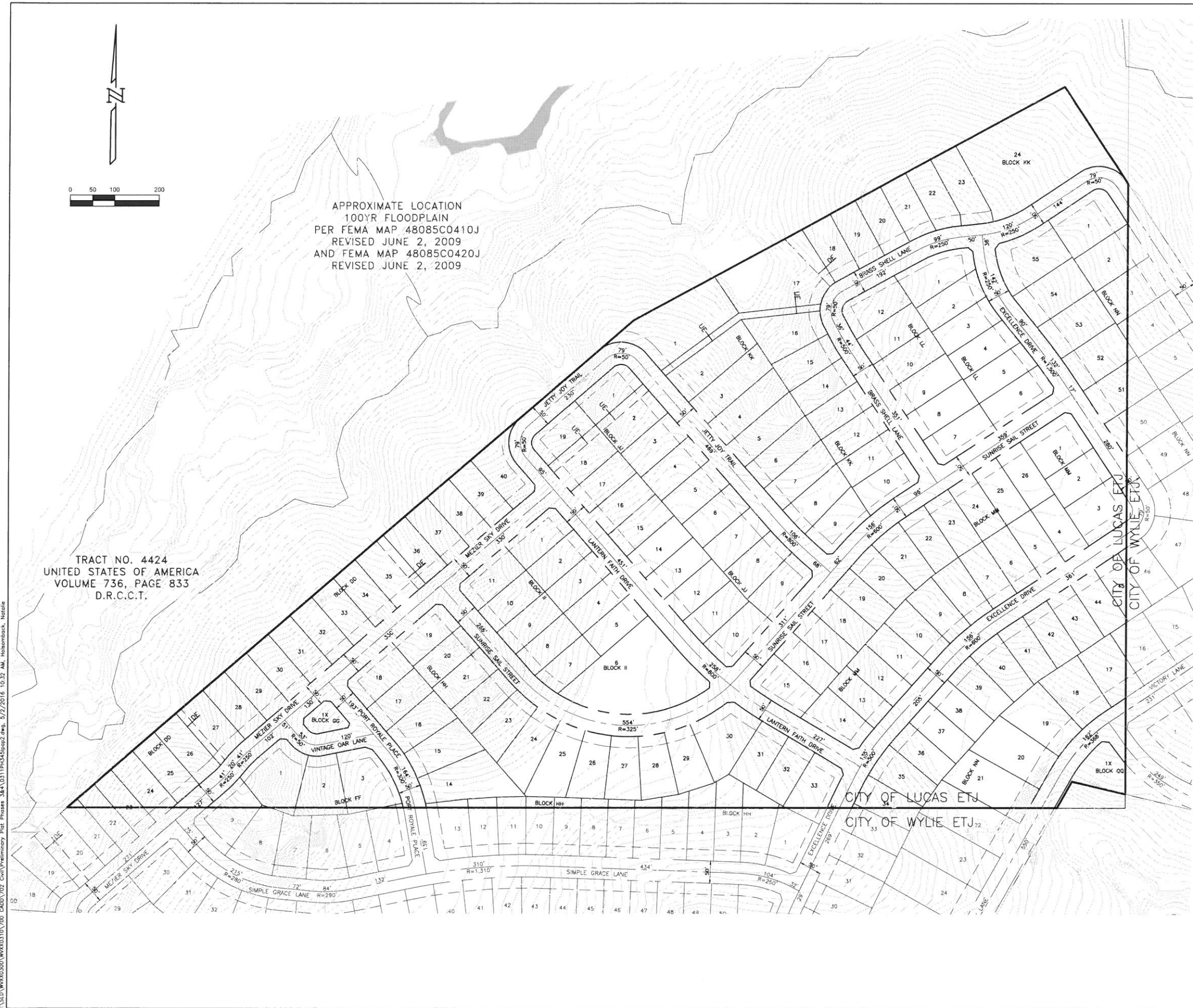
OUT OF THE
L. FARMER SURVEY ~ ABSTRACT NO. 334
M. MORRIS SURVEY ~ ABSTRACT NO. 561
O. SHELBY SURVEY ~ ABSTRACT NO. 799
J. TURNHAM SURVEY ~ ABSTRACT NO. 919

IN THE CITY OF LUCAS E.T.J.
COLLIN COUNTY, TEXAS
50.438 ACRES
154 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS
2 COMMON AREAS

OWNER/DEVELOPER: HC INSPIRATION TWO, LLC, 8200 DOUGLAS AVENUE, SUITE 300, DALLAS, TEXAS 75225, 214.750.1800
PLANNER: MESA DESIGN GROUP, 2001 N. LAMAR STREET, SUITE 100, DALLAS, TEXAS 75202, 214-871-0568

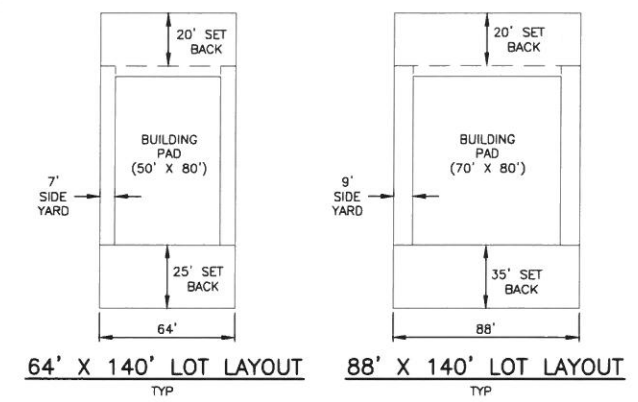
ENGINEER:
JACOBS
1999 BRYAN STREET, SUITE 1200, DALLAS, TX 75201-3136
PHONE 214-638-0145
FAX 214-638-0447
Jacobs Engineering Group Inc., Texas Registration F-2966

INSPIRATION PHASE 3 & 4 - LUCAS
PRELIMINARY PLAT



APPROXIMATE LOCATION
100YR FLOODPLAIN
PER FEMA MAP 48085C0410J
REVISED JUNE 2, 2009
AND FEMA MAP 48085C0420J
REVISED JUNE 2, 2009

TRACT NO. 4424
UNITED STATES OF AMERICA
VOLUME 736, PAGE 833
D.R.C.C.T.



PRELIMINARY PLAT
OF
INSPIRATION
PHASE 3 & 4

OUT OF THE
L. FARMER SURVEY ~ ABSTRACT NO. 334
M. MORRIS SURVEY ~ ABSTRACT NO. 561
O. SHELBY SURVEY ~ ABSTRACT NO. 799
J. TURNHAM SURVEY ~ ABSTRACT NO. 919

IN THE CITY OF LUCAS E.T.J.
COLLIN COUNTY, TEXAS
50.438 ACRES
154 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS

OWNER/DEVELOPER	PLANNER
HC INSPIRATION TWO, LLC 8200 DOUGLAS AVENUE, SUITE 300 DALLAS, TEXAS 75225 214.750.1800	MESA DESIGN GROUP 2001 N. LAMAR STREET, SUITE 100 DALLAS, TEXAS 75202 214-871-0568

ENGINEER:
JACOBS
1999 BRYAN STREET, SUITE 1200
DALLAS, TX 75201-3136
PHONE 214-638-0145
FAX 214-638-0447
Jacobs Engineering Group Inc.
Texas Registration F-2966

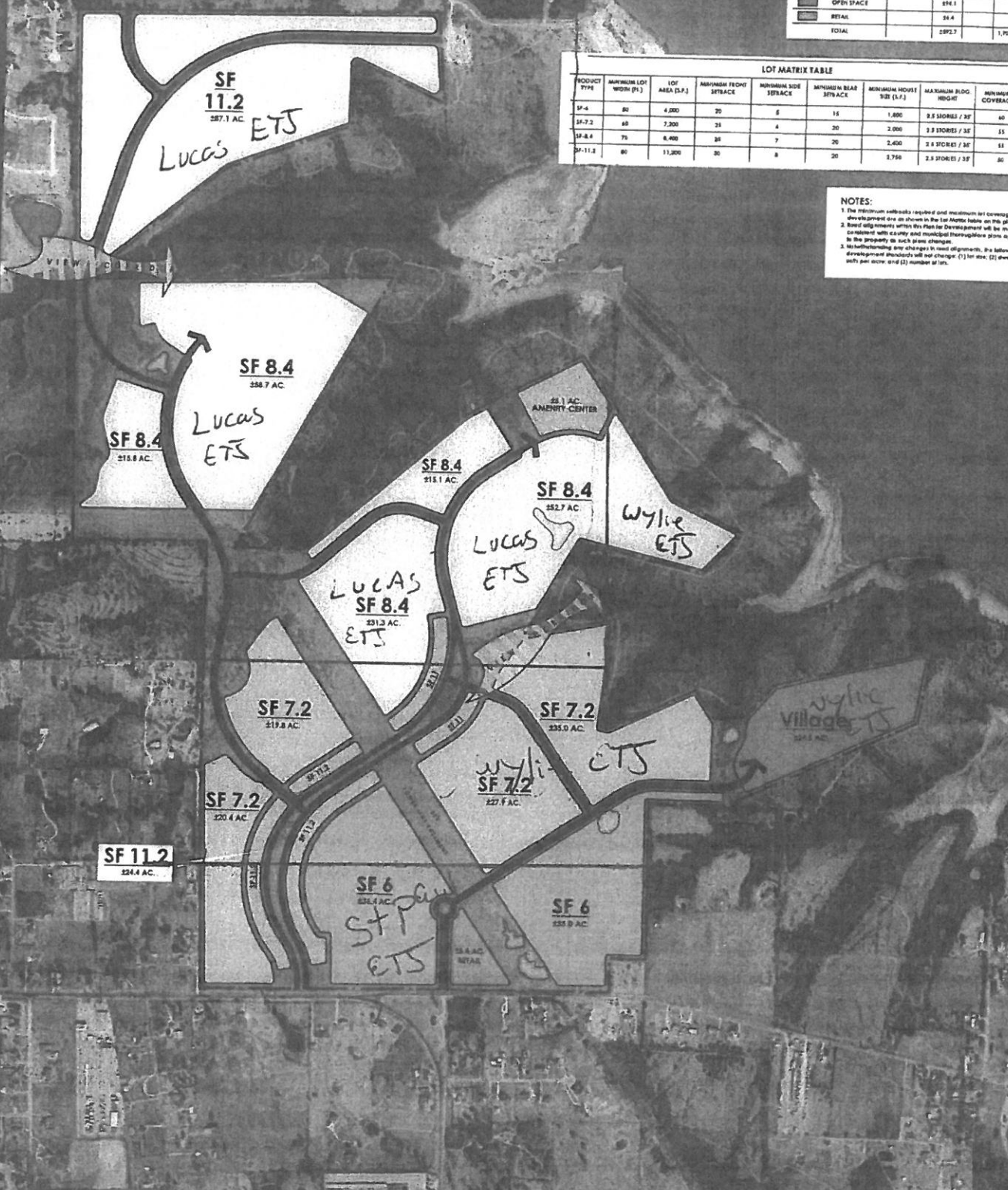
I:\SLO\WXX0330\WXX0330\700 CAD\700 Civil\Preliminary Plat Phases 3&4\145992.dwg, 5/2/2016 10:32 AM, Heidemöck, Natalie

LOT SUMMARY				
PRODUCT TYPE	TYPICAL LOT SIZE	ACRES	DWELLING UNITS PER ACRE	NUMBER OF LOTS
SF-11.2	80' x 140'	107.1	2.1 - 2.5	182 - 218
SF-11.2	70' x 140'	98.4	2.1 - 2.5	171 - 211
SF-8.4	70' x 130'	91.7	2.9 - 3.6	263 - 308
SF-7.2	60' x 120'	72.0	3.9 - 4.3	402 - 444
M-4	50' x 120'	60.0	4.5 - 5.1	331 - 344
VILLAGE	324.6	18 - 14		245 - 242
AMENITY CENTER	18.1			
OPEN SPACE	84.1			
RETAIL	24.4			
TOTAL		1,092.7		1,765 - 2,058

LOT MATRIX TABLE								
PRODUCT TYPE	MINIMUM LOT WIDTH (FT.)	LOT AREA (S.F.)	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM HOUSE SIZE (S.F.)	MAXIMUM BLDG HEIGHT	MINIMUM LOT COVERAGE (%)
SF-4	80	4,000	20	5	15	1,800	2.5 STORES / SF	40
SF-7.2	60	7,200	25	4	20	2,000	3.5 STORES / SF	55
SF-8.4	70	8,400	30	7	20	2,400	3.5 STORES / SF	65
SF-11.2	80	11,200	30	8	20	3,750	2.5 STORES / SF	50

NOTES:

- The minimum setbacks required and maximum lot coverage for the development are as shown in the lot matrix table on this plan.
- Local ordinances within the Plan for Development will be modified as required with city and municipal throughout the application to the property to such plans changes.
- All lot dimensions and setbacks in most circumstances, the following development standards will not change: (1) lot size; (2) setbacks; (3) open space; and (4) number of lots.



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





City of Lucas

Planning and Zoning Agenda Request

June 2, 2016

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider the request by Rudy Rivas on behalf of Lucas Corners, LLC for approval of a specific use permit for outside dining for the property located at the northwest corner of the intersection of East and West Lucas Road and adopting Ordinance 2016-06-00839.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct Public Hearing
- C. Take Action

Background Information:

On January 14, 2016, the applicant brought forward a specific use permit request for outside dining before the Planning and Zoning Commission. The Commission tabled the request to the February 11, 2016 meeting and asked the applicant to bring a new site plan showing the living screen separating the Commercial Business district from the Residential district. After viewing the proposed changes, the Planning and Zoning Commission denied the request but stated they may consider the request again if the outside dining was moved to the front of the building. At the April 14, 2016 Planning and Zoning meeting, the request was tabled again and the applicant was informed that if all outside dining was at the front of the building it would be considered.

The applicant has removed all the outside dining proposed at the rear of the building and only proposed outside dining at the front of the restaurant. The Planning and Zoning Commission unanimously approved this request at their May 12, 2016 meeting with the following conditions:

- 1. Outside dining only permitted in the front of the building
- 2. Outside dining permitted between 6:00 am and 10:00 pm
- 3. When outside dining not in use, the tables and chairs shall be removed
- 4. No music permitted for the outside dining area

The property is zoned Commercial and does require a specific use permit. The site has an approved site plan and landscape plan and the property is platted with a current traffic impact analysis and flood study.

Attachments/Supporting Documentation:

- 1. Proposed site plan
- 2. Location map
- 3. Ordinance 2016-06-00839



City of Lucas

Planning and Zoning Agenda Request

June 2, 2016

Budget/Financial Impact:

NA

Recommendation from the Planning and Zoning Commission:

The Planning and Zoning Commission unanimously approved this request with the following conditions:

1. Outside dining only permitted in the front of the building
2. Outside dining permitted between 6:00 am and 10:00 pm
3. When outside dining not in use, the tables and chairs shall be removed
4. No music permitted for the outside dining area

Motion:

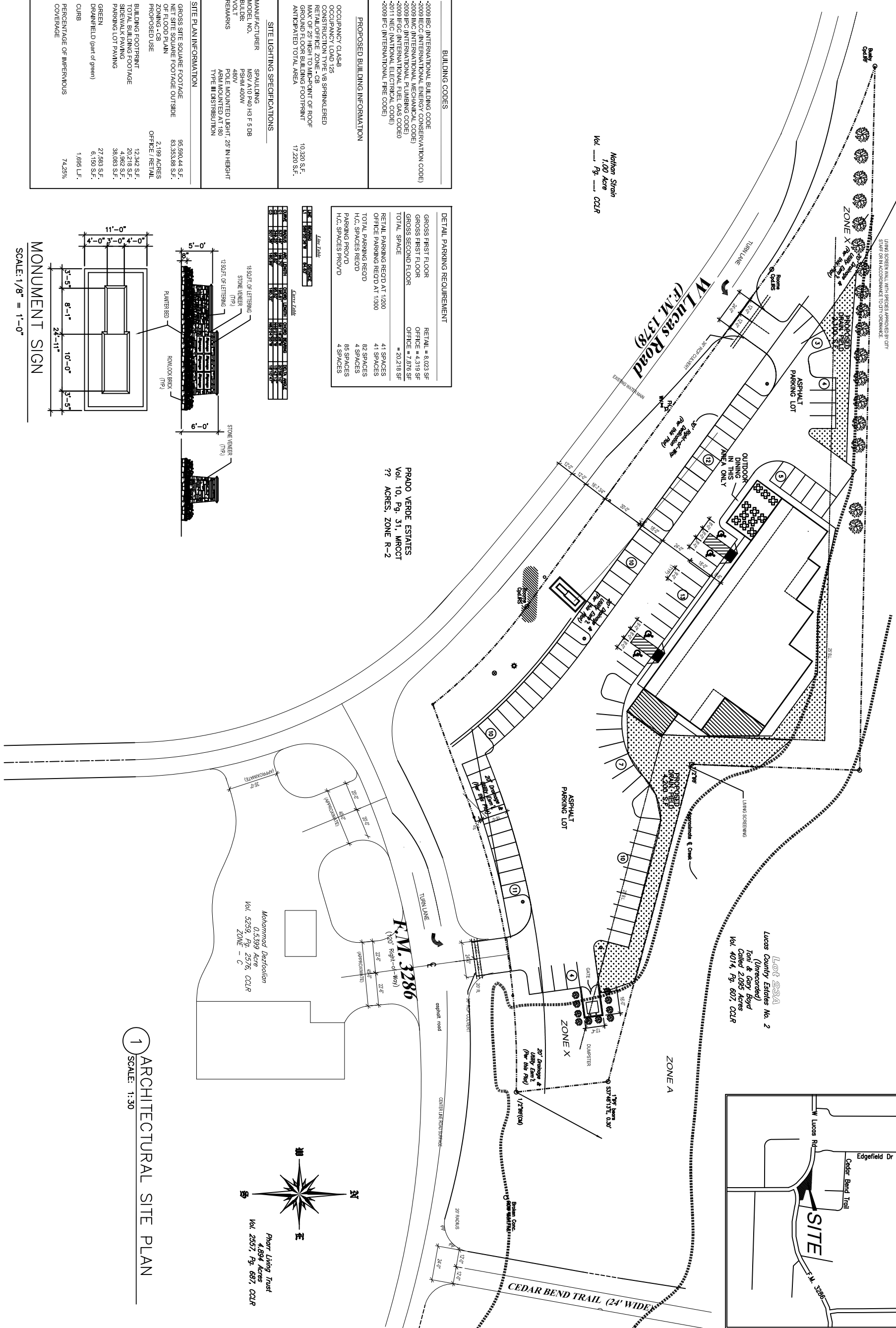
I make a motion to adopt Ordinance 2016-06-00839 approving the specific use permit request for Lucas Corners, LLC to allow outside dining for the property located at the northwest corner of the intersection of East and West Lucas Road.

Lot 289
Lucas County Estates No. 2
 (Unrecorded)
 Howard & Nancy Martin
 2.179 Acres
 Vol. 2387, Pg. 172, CCLR

Lot 288B
Lucas County Estates No. 2
 (Unrecorded)
 Andrew Sisson
 Called 1,993 Acres
 Vol. 4455, Pg. 1178, CCLR

Lot 283A
Lucas County Estates No. 2
 (Unrecorded)
 Tom & Gary Boyd
 Called 2,095 Acres
 Vol. 4014, Pg. 807, CCLR

Nathan Stein
 1.00 Acre
 CCLR



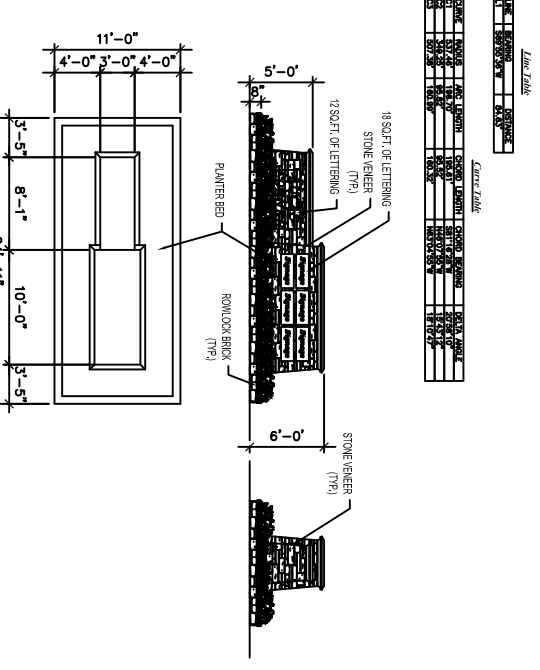
BUILDING CODES	
-2009 IBC (INTERNATIONAL BUILDING CODE)	
-2009 IECC (INTERNATIONAL ENERGY CONSERVATION CODE)	
-2009 IMC (INTERNATIONAL MECHANICAL CODE)	
-2009 IPC (INTERNATIONAL PLUMBING CODE)	
-2009 IFGC (INTERNATIONAL FUEL GAS CODE)	
-2011 NEC (NATIONAL ELECTRICAL CODE)	
-2009 IFI (INTERNATIONAL FIRE CODE)	

PROPOSED BUILDING INFORMATION	
OCCUPANCY CLASS	RETAIL
CONSTRUCTION TYPE	TYPE V
MAX. HEIGHT TO MID-POINT OF ROOF	10.220 S.F.
MAX. HEIGHT TO FINISH FLOOR	17.220 S.F.
ANTICIPATED TOTAL AREA	

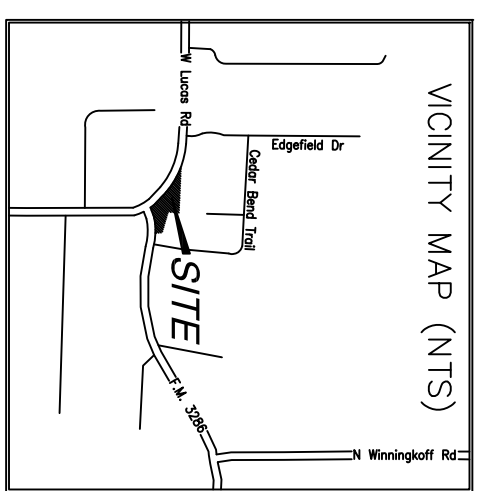
DETAIL PARKING REQUIREMENT	
GROSS FIRST FLOOR	RETAIL = 8,023 SF
GROSS SECOND FLOOR	OFFICE = 4,319 SF
TOTAL SPACE	= 20,218 SF
RETAIL PARKING REQ. AT 1/200	41 SPACES
OFFICE PARKING REQ. AT 1/300	82 SPACES
H.C. SPACES REQ'D	4 SPACES
PARKING PROVIDED	85 SPACES
H.C. SPACES PROVIDED	4 SPACES

SITE LIGHTING SPECIFICATIONS	
MANUFACTURER	SPALDING
MODEL NO.	MSV A10 P40 H3 F 5 DB
BULB	PSHM 400W
VOLT	277V
REMARKS	ARM MOUNTED LIGHT 25' IN HEIGHT TYPE III DISTRIBUTION

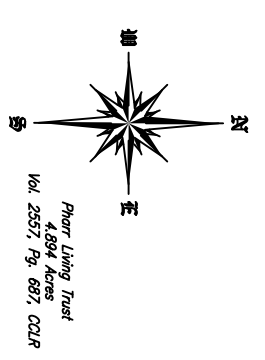
SITE PLAN INFORMATION	
GROSS SITE SQUARE FOOTAGE	95,590.44 S.F.
NET SITE SQUARE FOOTAGE OUTSIDE OF FLOOD PLAIN	83,353.88 S.F.
PROPOSED USE	2.199 ACRES
BUILDING FOOTPRINT	12,342 S.F.
TOTAL BUILDING FOOTAGE	20,218 S.F.
SIDEWALK PAVING	4,962 S.F.
PARKING LOT PAVING	38,083 S.F.
GREEN DRAINFIELD (part of green)	27,583 S.F.
CURB	6,150 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	1,695 L.F. 74.25%



MONUMENT SIGN
 SCALE: 1/8" = 1'-0"



1 ARCHITECTURAL SITE PLAN
 SCALE: 1:30



LUCAS CORNER	
ADDRESS LINE 1	
ADDRESS LINE 2	
CITY	LUCAS, TX
REVISION ISSUED	
FOR REVIEW	03-28-2013
FOR SUBMITTAL	4-01-2013
FOR RESUBMITTAL	4-02-2013
FOR RESUBMITTAL	5-02-2013
FOR RESUBMITTAL	5-02-2016
COPYRIGHT	2013
DATE	

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These plans must be verified and checked completely by the person in authority for the job. Any discrepancy, error, and/or omission, if found, is to be brought immediately to the attention of the builder before any construction, work, or purchases are made. All local codes, ordinances and requirements take precedence over any part of these drawings which may conflict with these agencies, rules and/or regulations and be adhered to before and during all construction.

M L Johnson and Associates
 PO Box 460897
 Garland Texas 75046
 972-442-7758
 972-442-4353 Fax
 www.mjlandscaping.com



SHEET DESCRIPTION:
 Proposed Landscape Plan

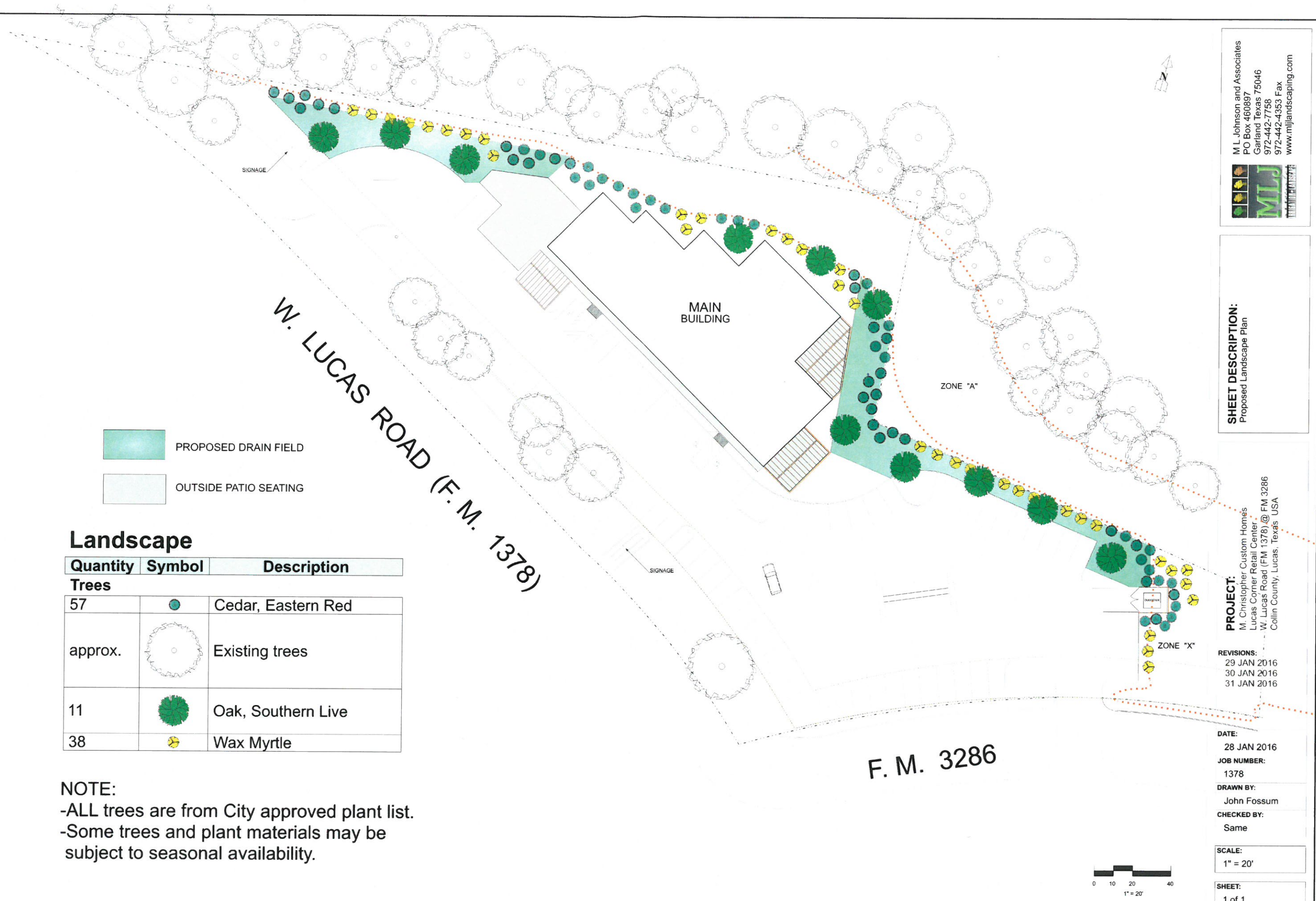
PROJECT:
 M. Christopher Custom Home's
 Lucas Corner Retail Center
 W. Lucas Road (F.M. 1378) @ FM 3286
 Collin County, Lucas, Texas USA


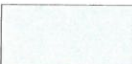
REVISIONS:
 29 JAN 2016
 30 JAN 2016
 31 JAN 2016

DATE:
 28 JAN 2016
JOB NUMBER:
 1378
DRAWN BY:
 John Fossum
CHECKED BY:
 Same





SCALE:
 1" = 20'

SHEET:
 1 of 1

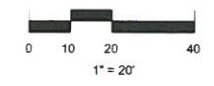


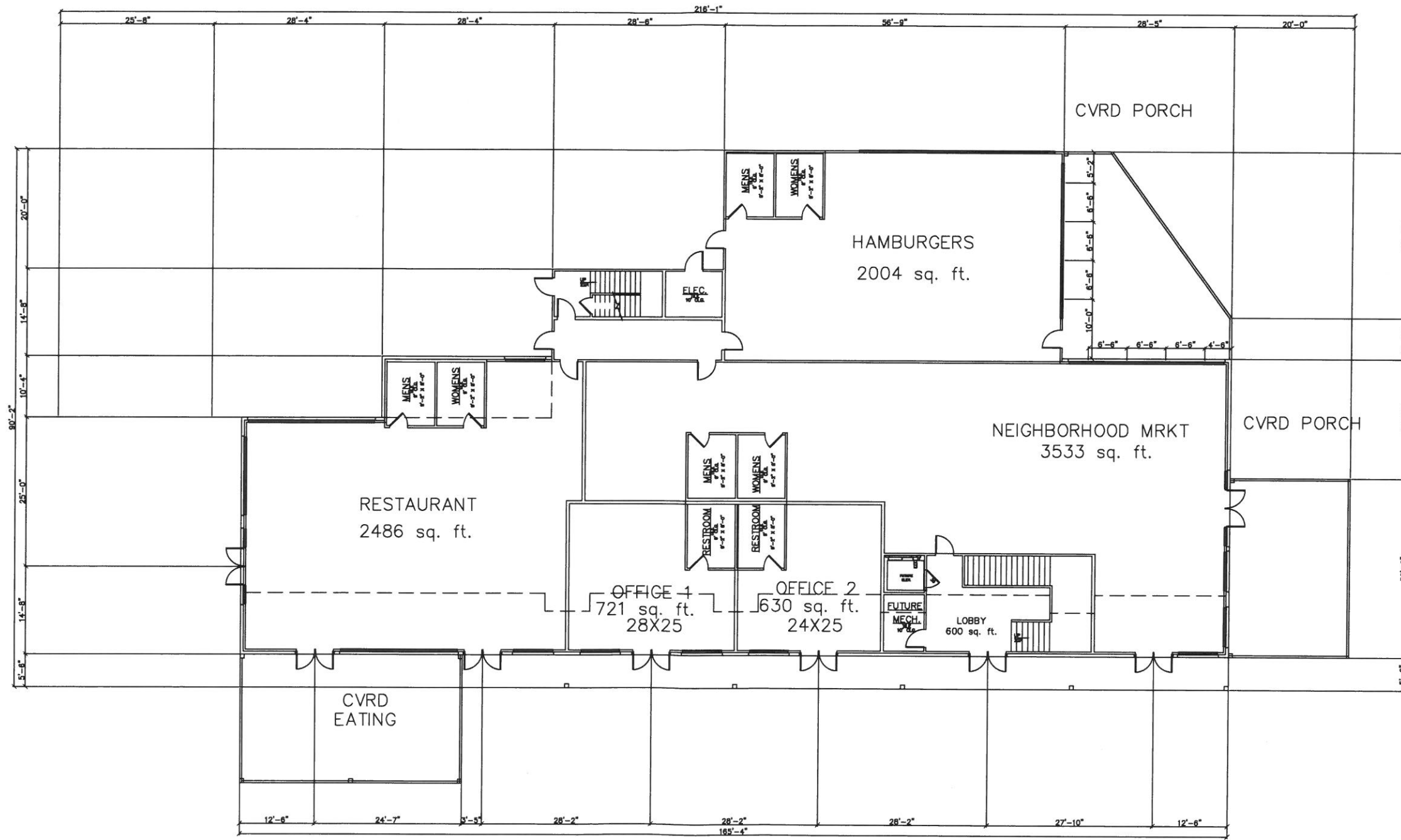
 PROPOSED DRAIN FIELD
 OUTSIDE PATIO SEATING

Landscape

Quantity	Symbol	Description
Trees		
57		Cedar, Eastern Red
approx.		Existing trees
11		Oak, Southern Live
38		Wax Myrtle

NOTE:
 -ALL trees are from City approved plant list.
 -Some trees and plant materials may be subject to seasonal availability.





1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"

REVISIONS:

CL	3-23-16
CL	4-26-16

This plan was prepared by the Architect for the use of the Client. It is not to be used for any other purpose without the written consent of the Architect. The Architect assumes no responsibility for the accuracy of the information provided by the Client. The Architect is not responsible for any errors or omissions in this plan. The Architect is not responsible for any construction or other work done in accordance with this plan. The Architect is not responsible for any damage to property or persons resulting from the use of this plan. M. Christopher Residential, LLC

**M. CHRISTOPHER
RESIDENTIAL, LLC**
© Copyright 2015

A CUSTOM RESIDENCE FOR:
LUCAS CORNER
LOT: _____ BLOCK: _____
ADDRESS _____
SUBDIVISION _____
LUCAS, COLLIN COUNTY, TEXAS

SHEET NO.



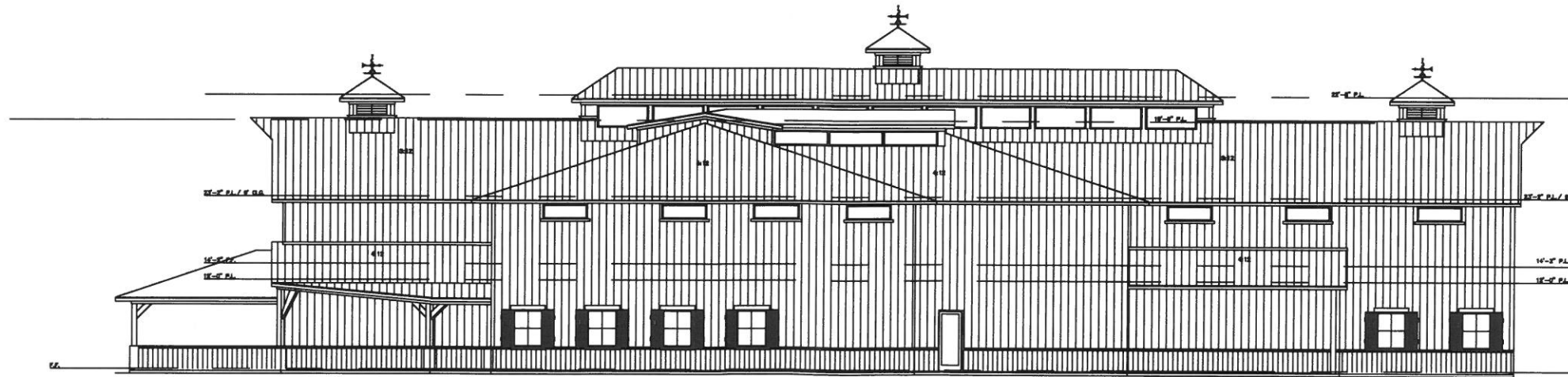
LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"

REVISIONS:

CL	3-23-16
CL	4-26-16

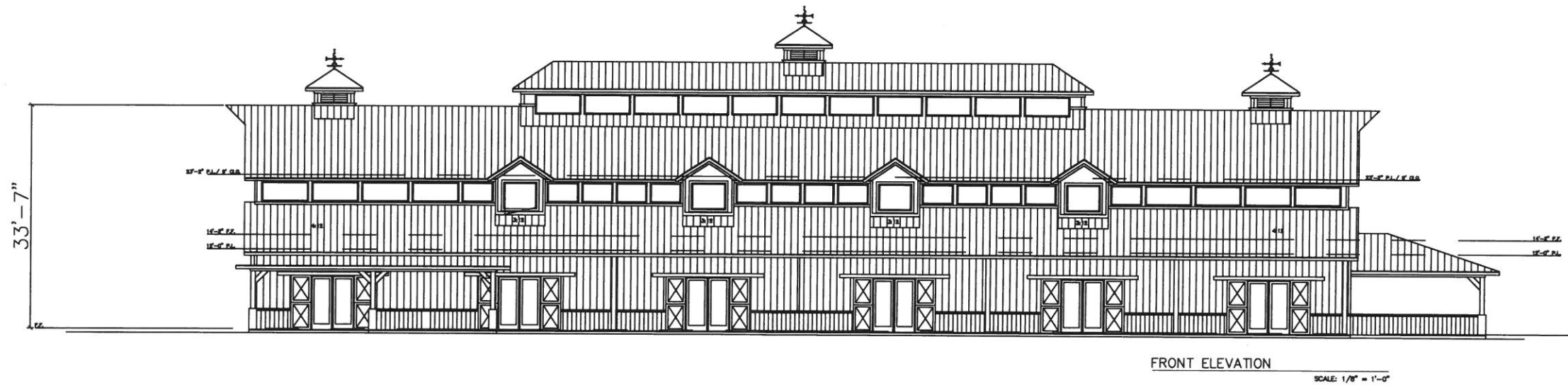
I hereby certify that the above is a true and correct copy of the original drawings as submitted to the City of Lucas, Texas, for the purpose of obtaining a building permit. I am a duly licensed architect in the State of Texas. My license number is 12345. I am the author of the above drawings. I am not aware of any other persons who have been or may be engaged in the preparation of the above drawings. I am not aware of any other persons who have been or may be engaged in the preparation of the above drawings. I am not aware of any other persons who have been or may be engaged in the preparation of the above drawings.

M. Christopher Residential, LLC

M. CHRISTOPHER
RESIDENTIAL, LLC
© Copyright 2015

A CUSTOM RESIDENCE FOR:
LUCAS CORNER
LOT: _____
BLOCK: _____
ADDRESS: _____
SUBDIVISION: _____
LUCAS, COLLIN COUNTY, TEXAS

SHEET NO.



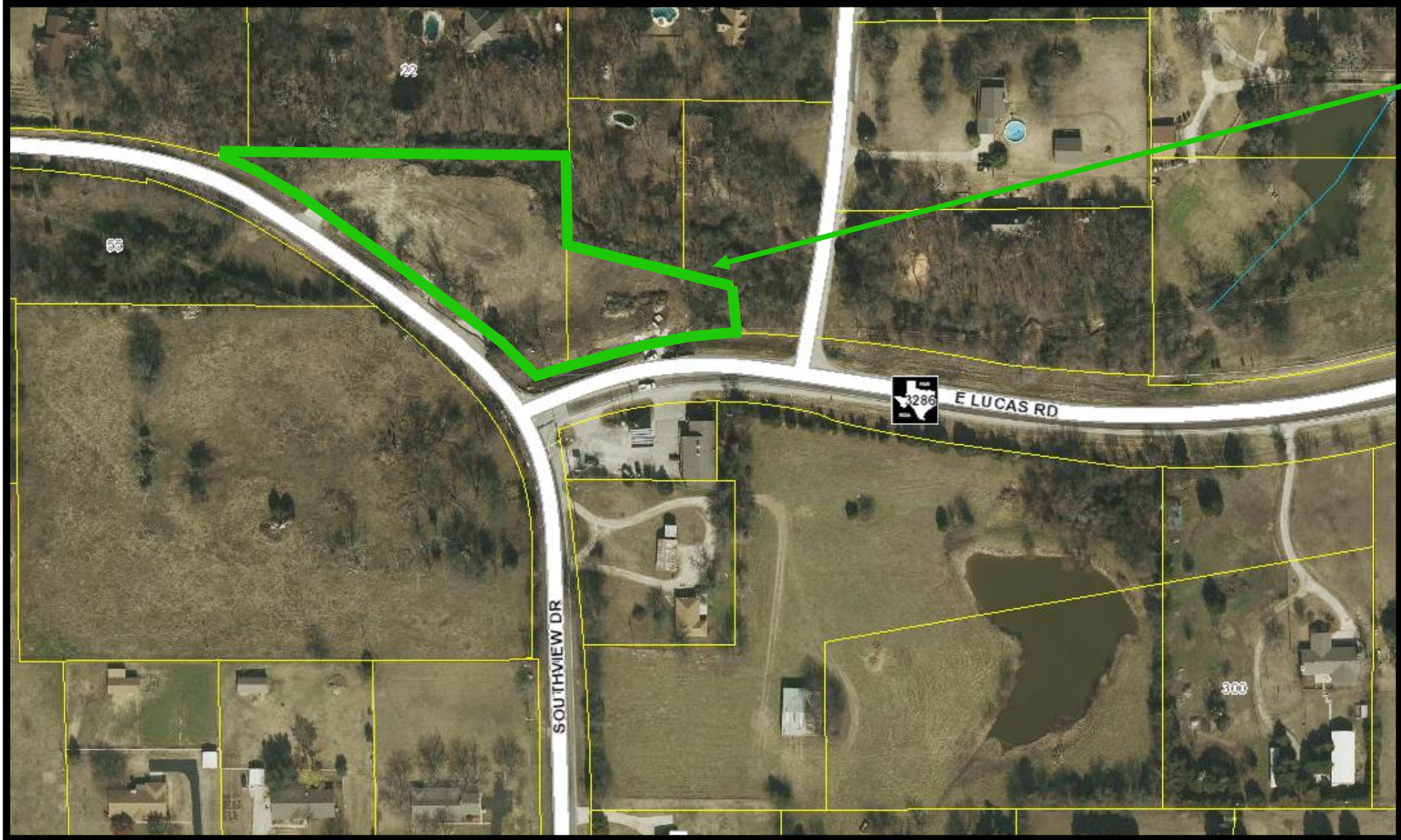
REVISIONS:	
1	3-23-16
2	4-26-16

These plans are intended to provide the basic specifications for the construction of the building shown hereon. It is the responsibility of the contractor to verify all dimensions and conditions of the site and to obtain all necessary permits. The architect is not responsible for any errors or omissions in these plans. © Copyright 2011 M. Christopher Residential, LLC

**M. CHRISTOPHER
RESIDENTIAL, LLC**
© Copyright 2011

A CUSTOM RESIDENCE FOR:
LUCAS CORNER
LOT: _____
BLOCK: _____
ADDRESS: _____
SUBDIVISION: _____
LUCAS, COLLIN COUNTY, TEXAS

SHEET NO.



Lucas
Corners





ORDINANCE 2016-06-00839
[Special Use Permit for Restaurant with Outside Dining]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF A RESTAURANT WITH OUTSIDE DINING CONSISTING OF APPROXIMATELY 2,486 SQUARE FEET, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST AND WEST LUCAS ROAD, AND MORE COMMONLY KNOWN AS LUCAS CORNERS, 155 WEST LUCAS ROAD, CITY OF LUCAS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR APPROVAL OF THE FLOOR PLAN ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the ordinances of the City of Lucas, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as previously amended, should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a Special Use Permit to allow for the operation of a restaurant with outside dining, consisting of approximately 2,486 square feet, located at the northwest corner of East and West Lucas Road, City of Lucas, Collin County, Texas, and more commonly known as Lucas Corners, 155 West Lucas Road, Lucas, Collin County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, subject to the following special conditions:

- (1) The Property shall be developed in accordance with the site plan attached hereto as Exhibit “B” and the Floor plan attached hereto as Exhibit “C” and made a part hereof for all purposes;
- (2) The hours of operation for the outside dining shall be 6:00 a.m. to 10:00 p.m.;
- (3) All outside furniture shall be removed from the patio and secured when outside dining is not in use; and
- (4) No outside amplified music shall be permitted.

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

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

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

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 2ND DAY OF JUNE, 2016.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(05-24-16/77055)

Stacy Henderson, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS *Helen Strain*, is the owner of a tract of land situated in the State of Texas, County of Collin, and City of Lucas, being part of the James Lovelady Survey, Abstract No. 538 and part of the James Anderson Survey, Abstract No. 17, being the remainder of a called 1.61 acre tract as recorded in Volume 483, Page 267 of the Collin County Land Records, the remainder of a called 0.65 acre tract as recorded in Volume 672, Page 271 of the Collin County Land Records, and being part of a called 1.00 acre tract as recorded in Volume _____, Page _____ of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a ½-inch iron rod found in the curving north right-of-way line of F.M. 3286 (120' Right-of-Way) marking the southeast corner of said premises, the most southerly southwest corner of a called 2.095 acre tract as recorded in Volume 4014, Page 607 of the Collin County Land Records, being in the east line of said 0.65 acre tract, and being the beginning of a curve to the left;

THENCE with the north right-of-way line of F.M. 3286 and the south line of said premises as follows: southwesterly along said curve through a central angle of 20°58'10" for an arc distance of 196.70 feet and having a radius of 537.46 feet (chord = South 81°16'28" West, 195.61 feet) to a Roome capped iron rod set marking the end of said curve; South 69°55'36" West, 84.63 feet to a Roome capped iron rod set at the intersection of the north right-of-way line of F.M. 3286 with the northeast right-of-way line of W Lucas Road (F.M. 3286) (60' Right-of-Way) marking the most southerly corner of said premises and being the beginning of a curve to the left;

THENCE with the northeast right-of-way line of W Lucas Road and the southwest line of said premises as follows: northwesterly along said curve through a central angle of 15°43'12" for an arc distance of 95.82 feet and having a radius of 349.25 feet (chord = North 46°07'55" West, 95.52 feet) to a Roome capped iron rod set at the end of said curve; North 53°59'31" West, 293.10 feet to a Roome capped iron rod set marking the beginning of a curve to the left; northwesterly along said curve through a central angle of 18°10'47" for an arc distance of 160.99 feet and having a radius of 507.38 feet (chord = North 63°04'55" West, 160.32 feet) to a Busby capped iron rod found marking the northwest corner of said premises and being in the north line of said 1.00 acre tract;

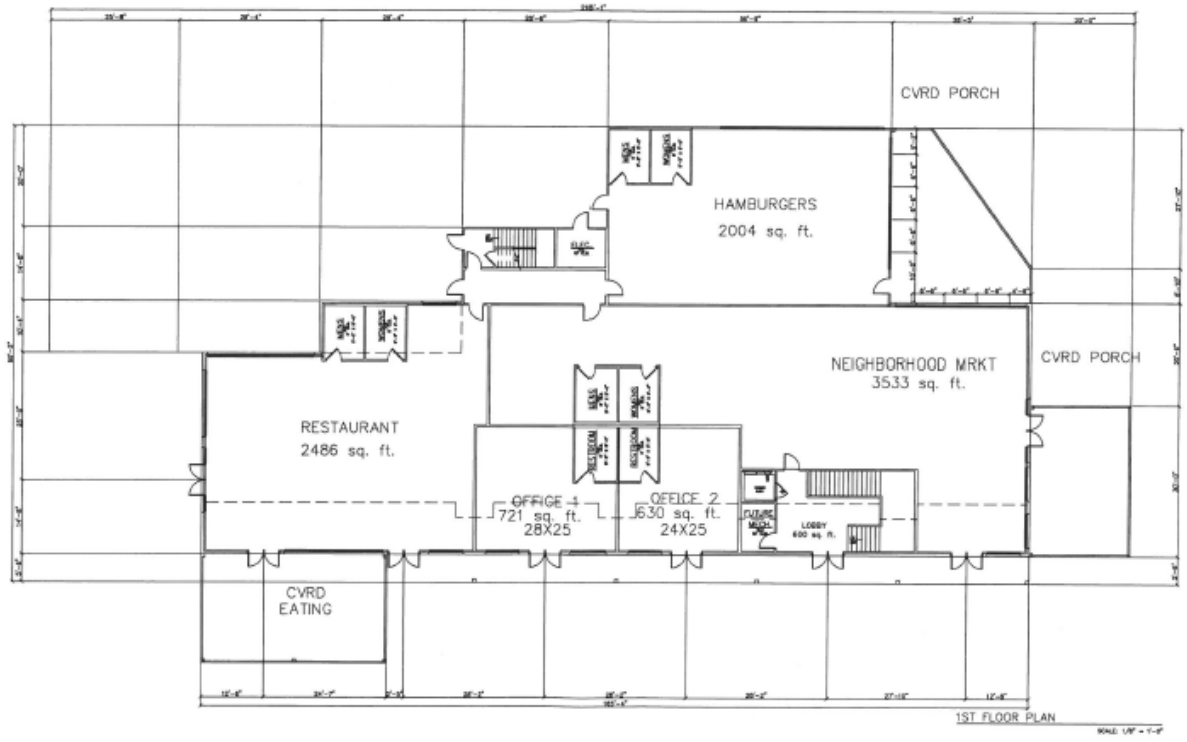
THENCE with the north line of said 1.00 acre tract, the north line of said 1.61 acre tract, and the north line of said premises, South 88°45'12" East, 495.46 feet to a point for corner marking the northeast corner of said 1.61 acre tract, the most northerly northeast corner of said premises, and being in the west line of the aforementioned 2.095 acre tract;

THENCE with the east line of said 1.61 acre tract, an east line of said premises, and the west line of said 2.095 acre tract, South 02°03'10" West, 118.34 feet to a ½-inch iron rod found marking an interior ell-corner of said premises, a southwest corner of said 2.095 acre tract, and the northwest corner of said 0.65 acre tract;

THENCE with the north line of said 0.65 acre tract, a north line of said premises, and a south line of said 2.095 acre tract, South 75°16'23" East, 230.82 feet to a point marking the northeast corner of said 0.65 acre tract, the most easterly northeast corner of said premises, and an interior ell-corner of said 2.095 acre tract, from which a 1-inch iron pipe found bears South 37°48'13" East, 0.30 feet;

THENCE with the east line of said 0.65 acre tract, the east line of said premises, and a west line of said 2.095 acre tract, South 06°32'08" East, 65.07 feet to the point of beginning and containing 2.199 acres of land.

EXHIBIT "C" FLOOR PLAN



REVISIONS C 3-23-16 D 4-28-16
M. CHRISTOPHER ARCHITECTURAL, LLC 1000 W. MAIN ST. COLUMBUS, OHIO 43215 P. 614.461.1111 F. 614.461.1112
A. CUSTOMER SERVICE FOR LUCAS CORNER 1000 W. MAIN ST. COLUMBUS, OHIO 43215 P. 614.461.1111 F. 614.461.1112
8497 00



City of Lucas

City Council Agenda Request

June 2, 2016

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider the request by Chris Rivas on behalf of M. Christopher Custom Homes, Ltd., for site plan approval of a proposed office retail space for the property located at the northwest corner of the intersection of East and West Lucas Road more commonly known as Lucas Corners.

Background Information:

This lot is currently zoned Commercial Business and has an approved site plan. The owners have asked for a specific use permit for outside dining, creating the need for a new site plan depicting the new use.

On January 14, 2016, the applicant brought forward a request before the Planning and Zoning Commission for a specific use permit for outside dining. The request was tabled to the February 11, 2016 meeting and the Planning and Zoning Commission asked the applicant bring a new site plan showing the living screen separating the Commercial Business district from the Residential district. After viewing the proposed changes, the Planning and Zoning Commission denied the request but stated they may consider the request again if the outside dining was moved to the front side of the building. At the April 14, 2016 Planning and Zoning meeting, the request was tabled again and the applicant was informed that if all outside dining was located at the front of the building it would be considered.

The applicant has removed all outside dining from the rear of the building and is only asking for a specific use permit for outside dining in front of the proposed restaurant. The property will require a new site plan to include changes brought about by the outside dining.

The proposed building has 8,023 square feet of retail space and 10,208 square feet of office space for a total of 18,231 square feet. The project is required to have 80 parking spaces, and 94 parking spaces have been provided. The maximum impervious cover is 75 percent, and 74.25 percent is provided.

Attachments/Supporting Documentation:

1. Site Plan
2. Expanded Site Plan
3. Elevations
4. Location map
5. Layout
6. Live Screen



City of Lucas City Council Agenda Request June 2, 2016

Budget/Financial Impact:

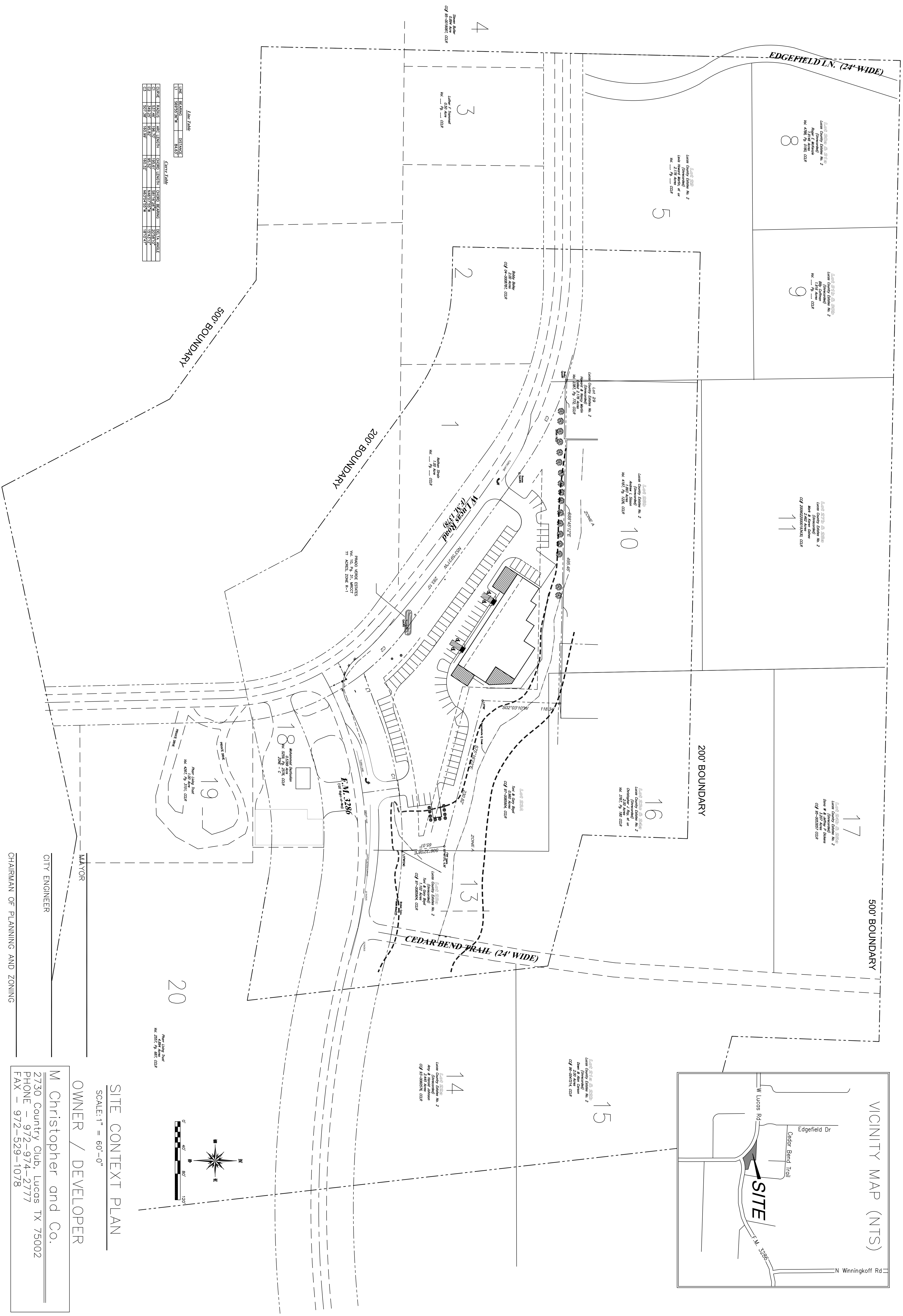
NA

Recommendation from the Planning and Zoning Commission:

The Planning and Zoning Commission unanimously approved the site plan request. Staff recommends approving the site plan as presented, provided the specific use permit request is approved.

Motion:

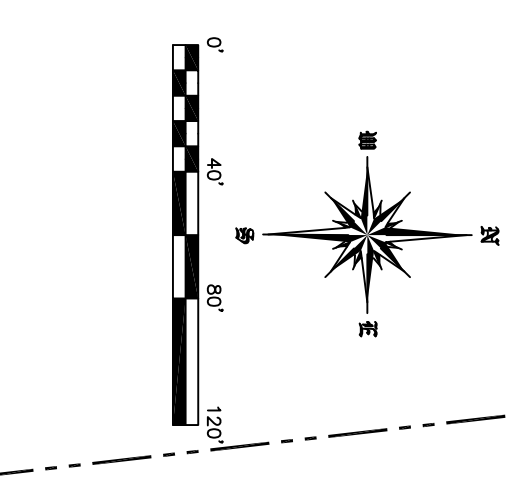
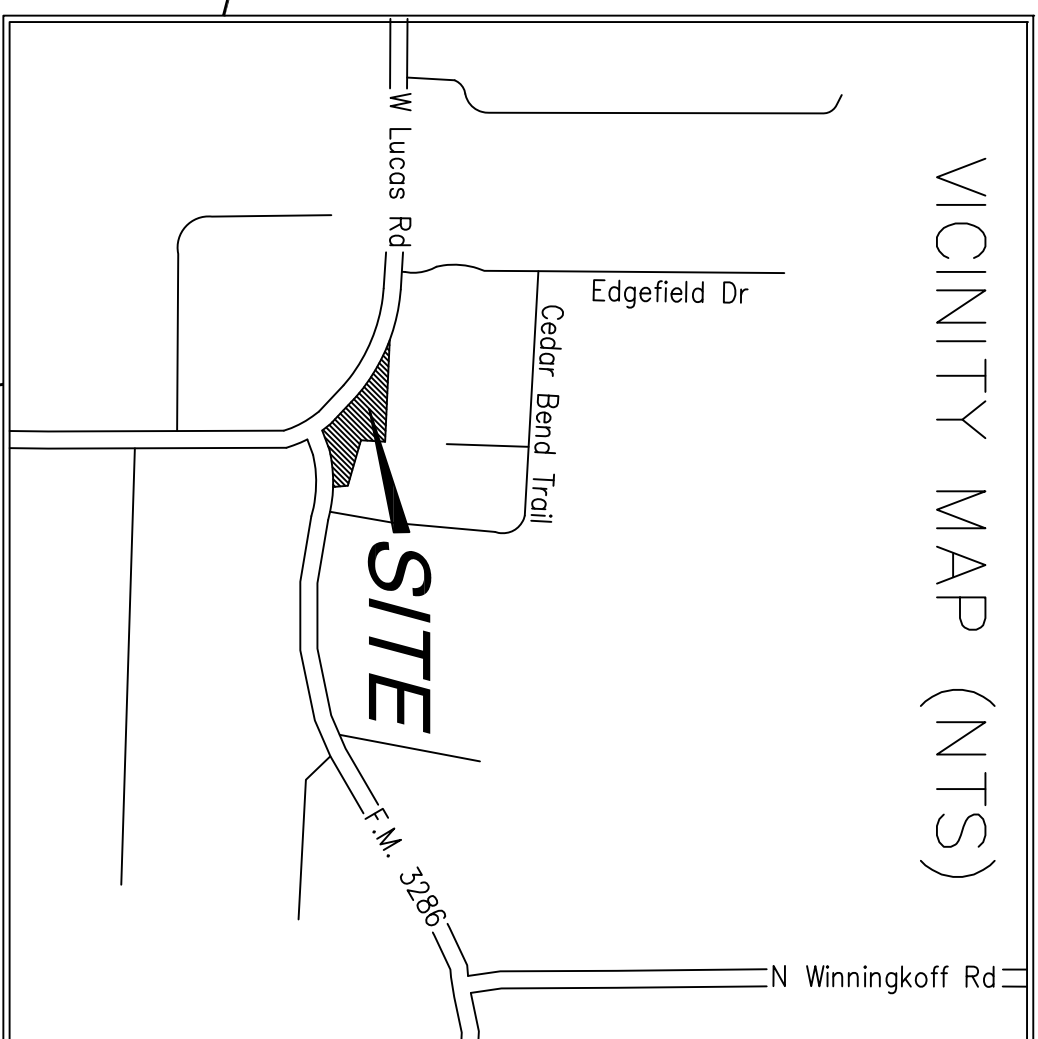
I make a motion to approve site plan request by Chris Rivas on behalf of M. Christopher Custom Homes, Ltd., for approval of an office retail space for the property located at the northwest corner of the intersection of East and West Lucas Road more commonly known as Lucas Corners.



Lot 2 Table

LINE	BEARING	DISTANCE	AREA
1	S 89° 59' 59" W	24.43	24.43
2	S 89° 59' 59" W	24.43	24.43
3	S 89° 59' 59" W	24.43	24.43
4	S 89° 59' 59" W	24.43	24.43

OWNER	DATE	REVISION	DESCRIPTION
CP	04/01/2013	1	FOR SUBMITTAL
CP	04/02/2013	2	FOR RESUBMITTAL
CP	04/03/2013	3	FOR RESUBMITTAL
CP	04/04/2013	4	FOR RESUBMITTAL



SITE CONTEXT PLAN

SCALE: 1" = 60'-0"

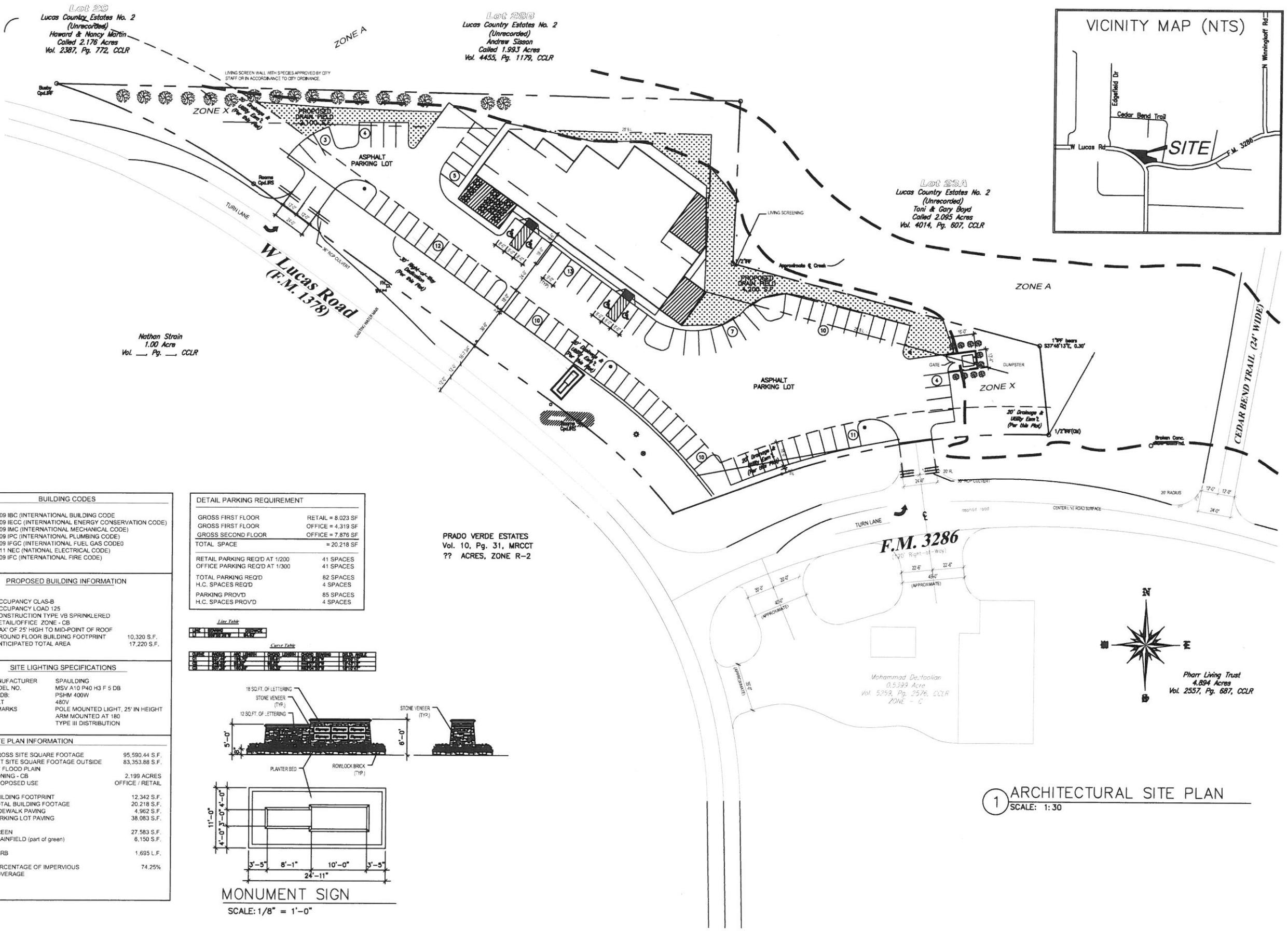
OWNER / DEVELOPER

M Christopher and Co.
 2730 Country Club, Lucas TX 75002
 PHONE - 972-974-2777
 FAX - 972-529-1078

MAYOR
 CITY ENGINEER
 CHAIRMAN OF PLANNING AND ZONING

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These plans must be verified and checked completely by the person in authority for the job. Any discrepancy, error, omission, or omission, if found, is to be brought immediately to the attention of the builder before any construction, work, or purchases are made. All local codes, ordinances and requirements take precedence over any part of these drawings which may conflict with these agencies, rules and/or regulations and be adhered to before and during all construction.

LUCAS CORNER	
ADDRESS LINE 1	
ADDRESS LINE 2	
LUCAS, TX	
REVISION ISSUED	DATE
4-01-2013	
4-01-2013	
4-02-2013	
4-03-2013	
5-02-2018	
CP	RIGHT 2013
A1	
1 of 2	
4-03-2013	



These plans are intended to provide the basic construction information necessary to construct the project. The contractor must be advised that the contractor is responsible for verifying the accuracy of the information shown on these plans. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary utility information and for protecting the same during construction. The contractor shall be responsible for obtaining all necessary easements and rights-of-way. The contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities.

BUILDING CODES	
-2009 IBC (INTERNATIONAL BUILDING CODE)	
-2009 IECC (INTERNATIONAL ENERGY CONSERVATION CODE)	
-2009 IMC (INTERNATIONAL MECHANICAL CODE)	
-2009 IPC (INTERNATIONAL PLUMBING CODE)	
-2009 IFGC (INTERNATIONAL FUEL GAS CODE)	
-2011 NEC (NATIONAL ELECTRICAL CODE)	
-2009 IFI (INTERNATIONAL FIRE CODE)	

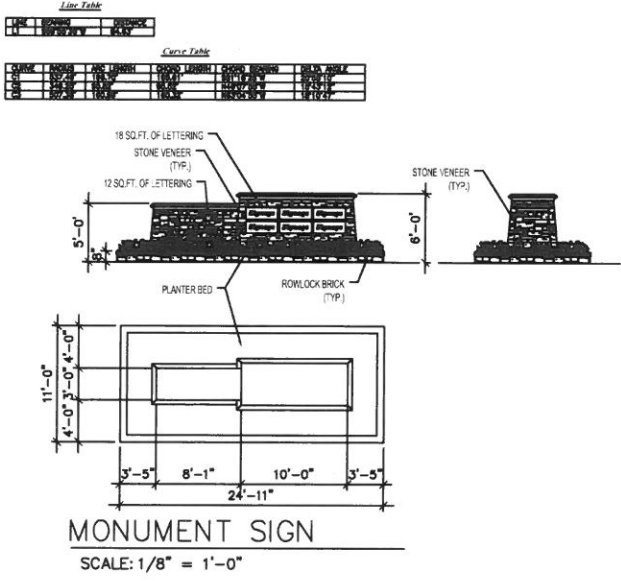
PROPOSED BUILDING INFORMATION	
OCCUPANCY CLASS	B
OCCUPANCY LOAD	125
CONSTRUCTION TYPE	VB SPRINKLERED
RETAIL/OFFICE ZONE	CB
MAX OF 25' HIGH TO MID-POINT OF ROOF	
GROUND FLOOR BUILDING FOOTPRINT	10,320 S.F.
ANTICIPATED TOTAL AREA	17,220 S.F.

SITE LIGHTING SPECIFICATIONS	
MANUFACTURER	SPALDING
MODEL NO.	MSV A10 P40 H3 F 5 DB
BULB:	PSHM 400W
VOLT	480V
REMARKS	POLE MOUNTED LIGHT, 25' IN HEIGHT ARM MOUNTED AT 180 TYPE III DISTRIBUTION

SITE PLAN INFORMATION	
GROSS SITE SQUARE FOOTAGE	95,590.44 S.F.
NET SITE SQUARE FOOTAGE OUTSIDE OF FLOOD PLAIN	83,353.88 S.F.
ZONING - CB	2.199 ACRES
PROPOSED USE	OFFICE / RETAIL
BUILDING FOOTPRINT	12,342 S.F.
TOTAL BUILDING FOOTAGE	20,218 S.F.
SIDEWALK PAVING	4,962 S.F.
PARKING LOT PAVING	38,083 S.F.
GREEN DRAINFIELD (part of green)	27,583 S.F.
CURB	1,695 L.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	74.25%

DETAIL PARKING REQUIREMENT	
GROSS FIRST FLOOR	RETAIL = 8,023 SF
GROSS FIRST FLOOR	OFFICE = 4,319 SF
GROSS SECOND FLOOR	OFFICE = 7,876 SF
TOTAL SPACE	= 20,218 SF
RETAIL PARKING REQ'D AT 1/200	41 SPACES
OFFICE PARKING REQ'D AT 1/300	41 SPACES
TOTAL PARKING REQ'D	82 SPACES
H.C. SPACES REQ'D	4 SPACES
PARKING PROVD	85 SPACES
H.C. SPACES PROVD	4 SPACES

PRADO VERDE ESTATES
Vol. 10, Pg. 31, MRCCT
?? ACRES, ZONE R-2



1 ARCHITECTURAL SITE PLAN
SCALE: 1:30

LUCAS CORNER	
ADDRESS LINE 1	
ADDRESS LINE 2	
LUCAS, TX	
REVISION	ISSUED DATE
FOR REVIEW	03-28-2013
FOR SUBMITTAL	4-01-2013
FOR RESUBMITTAL	4-02-2013
FOR RESUBMITTAL	4-03-2013
FOR RESUBMITTAL	2-02-2016
COPYRIGHT 2013	
OF	
4-03-2013	

M L Johnson and Associates
 PO Box 460897
 Garland Texas 75046
 972-442-7758
 972-442-4353 Fax
 www.mjlandscaping.com



SHEET DESCRIPTION:
 Proposed Landscape Plan

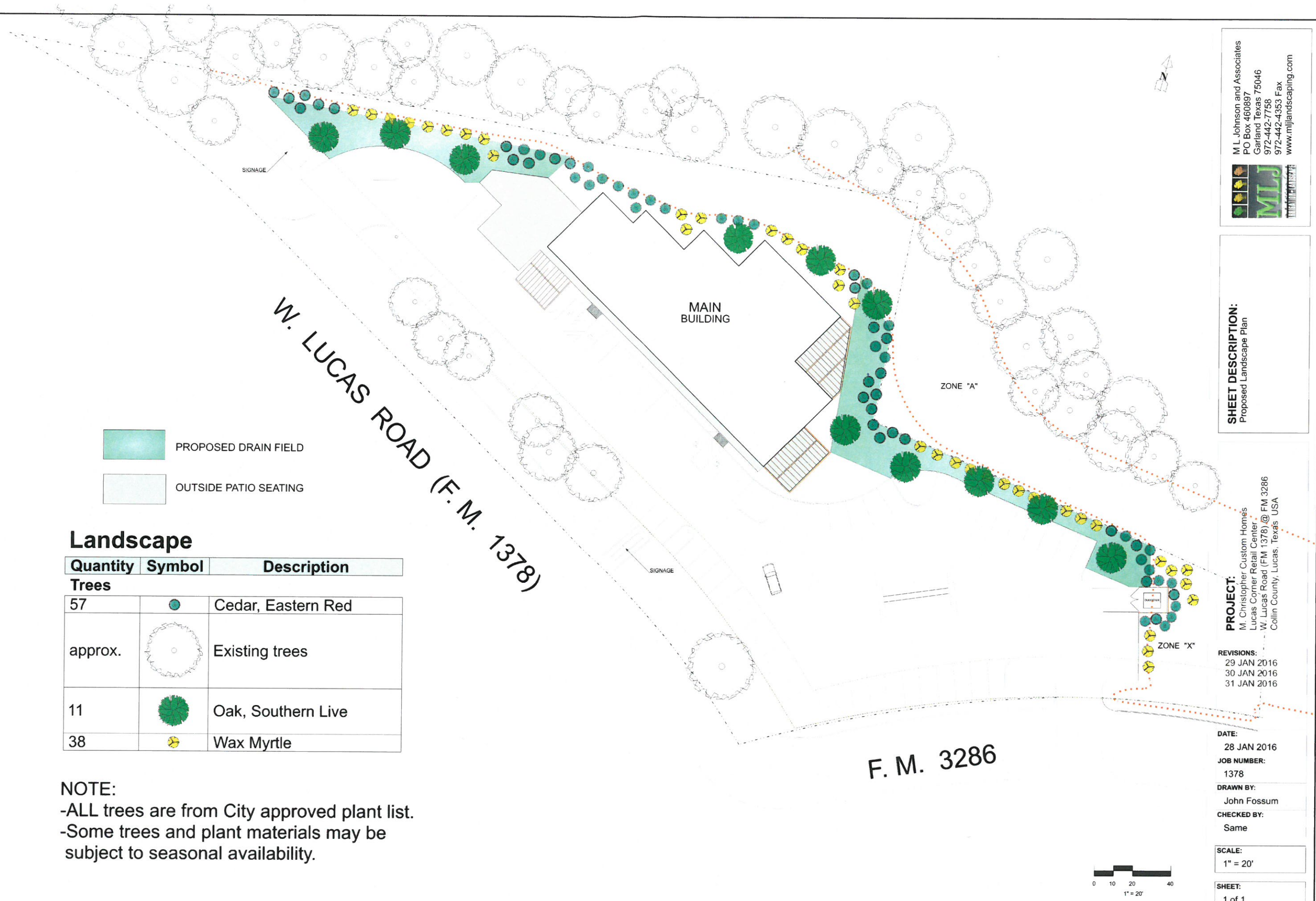
PROJECT:
 M. Christopher Custom Home's
 Lucas Corner Retail Center
 W. Lucas Road (F.M. 1378) @ FM 3286
 Collin County, Lucas, Texas USA



REVISIONS:
 29 JAN 2016
 30 JAN 2016
 31 JAN 2016

DATE:
 28 JAN 2016
JOB NUMBER:
 1378
DRAWN BY:
 John Fossum
CHECKED BY:
 Same





SCALE:
 1" = 20'

SHEET:
 1 of 1

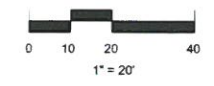


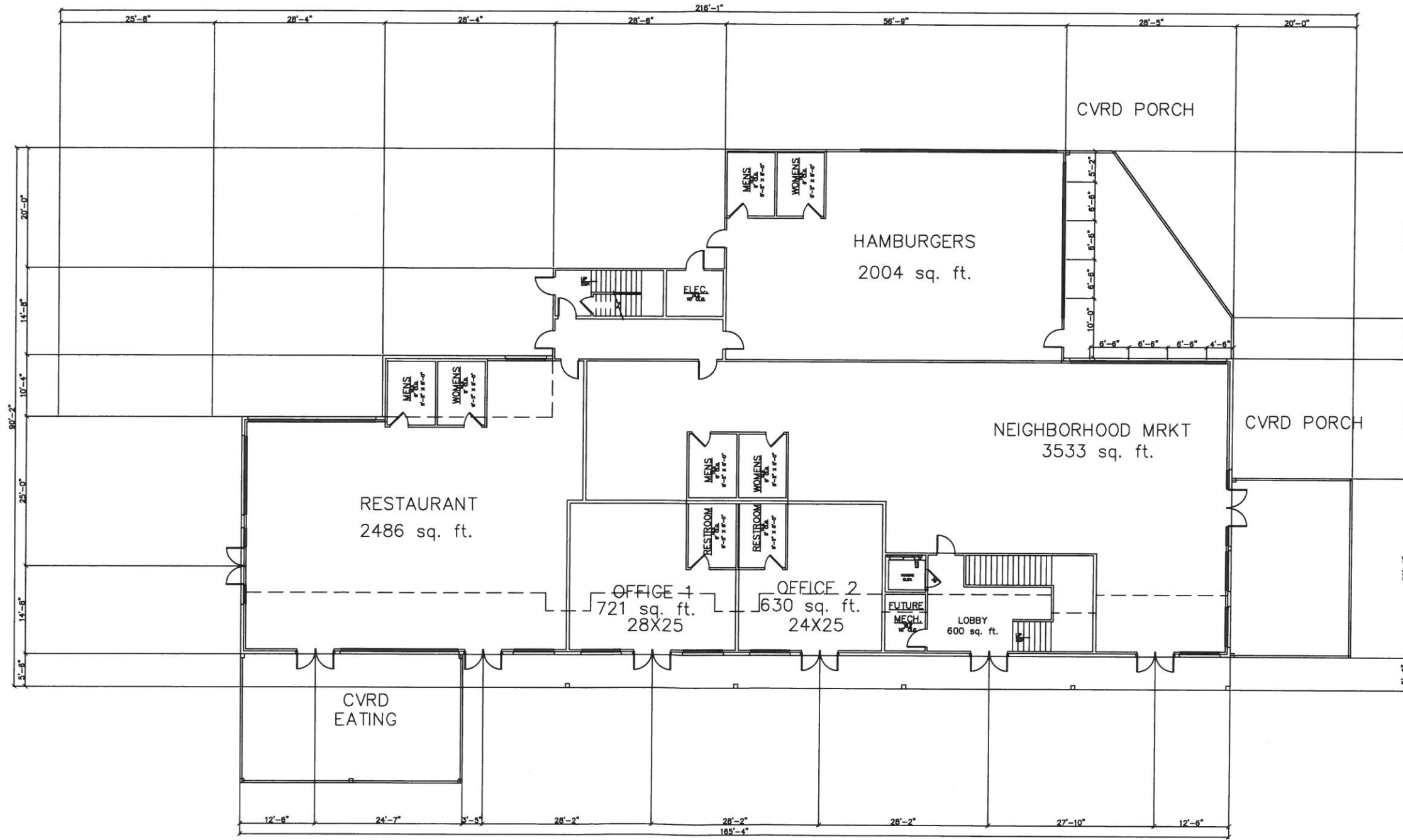
 PROPOSED DRAIN FIELD
 OUTSIDE PATIO SEATING

Landscape

Quantity	Symbol	Description
57		Cedar, Eastern Red
approx.		Existing trees
11		Oak, Southern Live
38		Wax Myrtle

NOTE:
 -ALL trees are from City approved plant list.
 -Some trees and plant materials may be subject to seasonal availability.





1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISIONS:

CL	3-23-16
CL	4-26-16

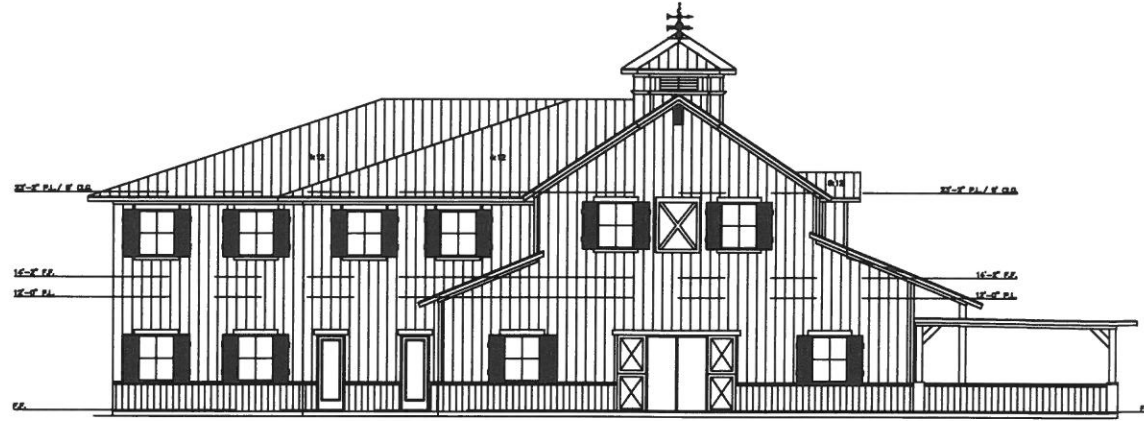
This plan was prepared by the Architect for the use of the Owner and is not to be construed as a contract. The Architect assumes no liability for the accuracy of the information provided herein, and the Owner is advised that the Architect is not responsible for the accuracy of the information provided by the Owner or other third parties. The Architect's responsibility is limited to the design and construction of the building as shown on this plan.

M. Christopher Residential, LLC

**M. CHRISTOPHER
RESIDENTIAL, LLC**
© Copyright 2018

A CUSTOM RESIDENCE FOR:
LUCAS CORNER
LOT: _____ BLOCK: _____
ADDRESS: _____
SUBDIVISION: _____
LUCAS, COLLIN COUNTY, TEXAS

SHEET NO.



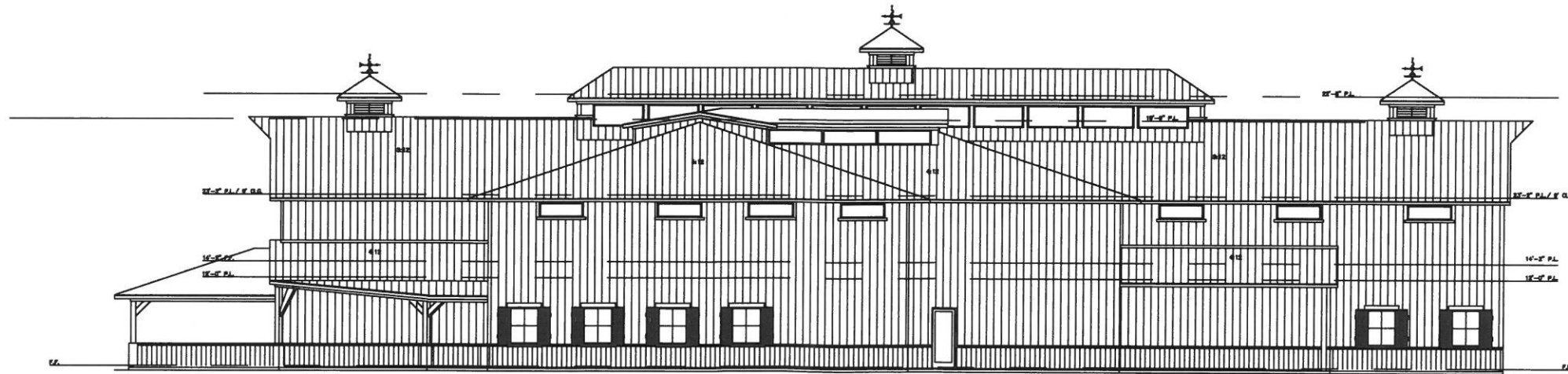
LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"

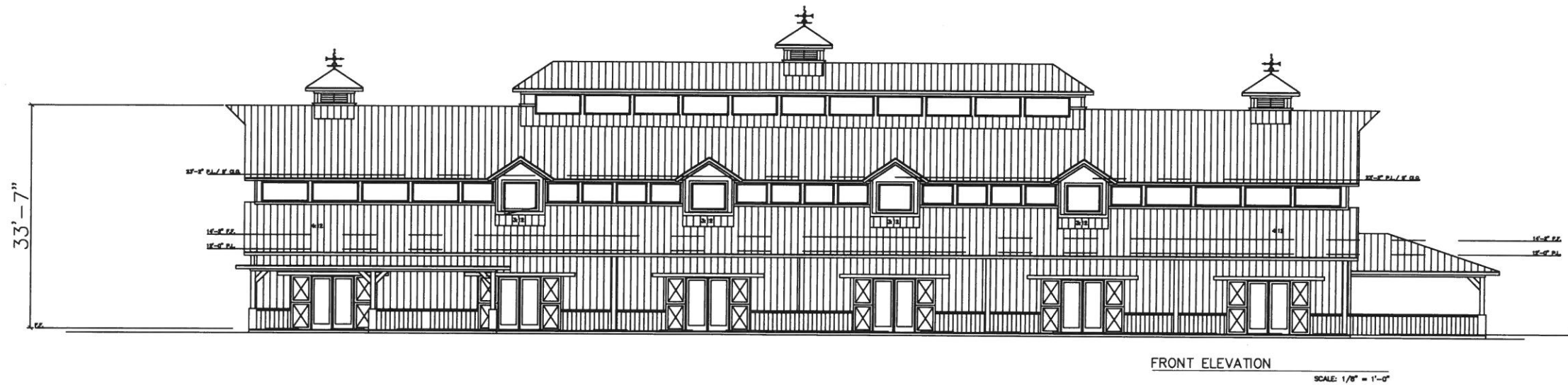
REVISIONS:
 CL 3-23-16
 CL 4-26-16

I hereby certify that the above is a true and correct copy of the original drawings as submitted to the City of Lucas, Texas, for the purpose of obtaining a building permit. I am a duly licensed Professional Engineer in the State of Texas, and I am not providing any services to the City of Lucas, Texas, other than those specifically stated herein. My license number is 10000. I am not providing any services to the City of Lucas, Texas, other than those specifically stated herein. My license number is 10000. I am not providing any services to the City of Lucas, Texas, other than those specifically stated herein. My license number is 10000.
 M. Christopher Residential, LLC

M. CHRISTOPHER
 RESIDENTIAL, LLC
 © Copyright 2015

A CUSTOM RESIDENCE FOR:
LUCAS CORNER
 LOT: _____
 BLOCK: _____
 ADDRESS SUBDIVISION
 LUCAS, COLLIN COUNTY, TEXAS

SHEET NO.



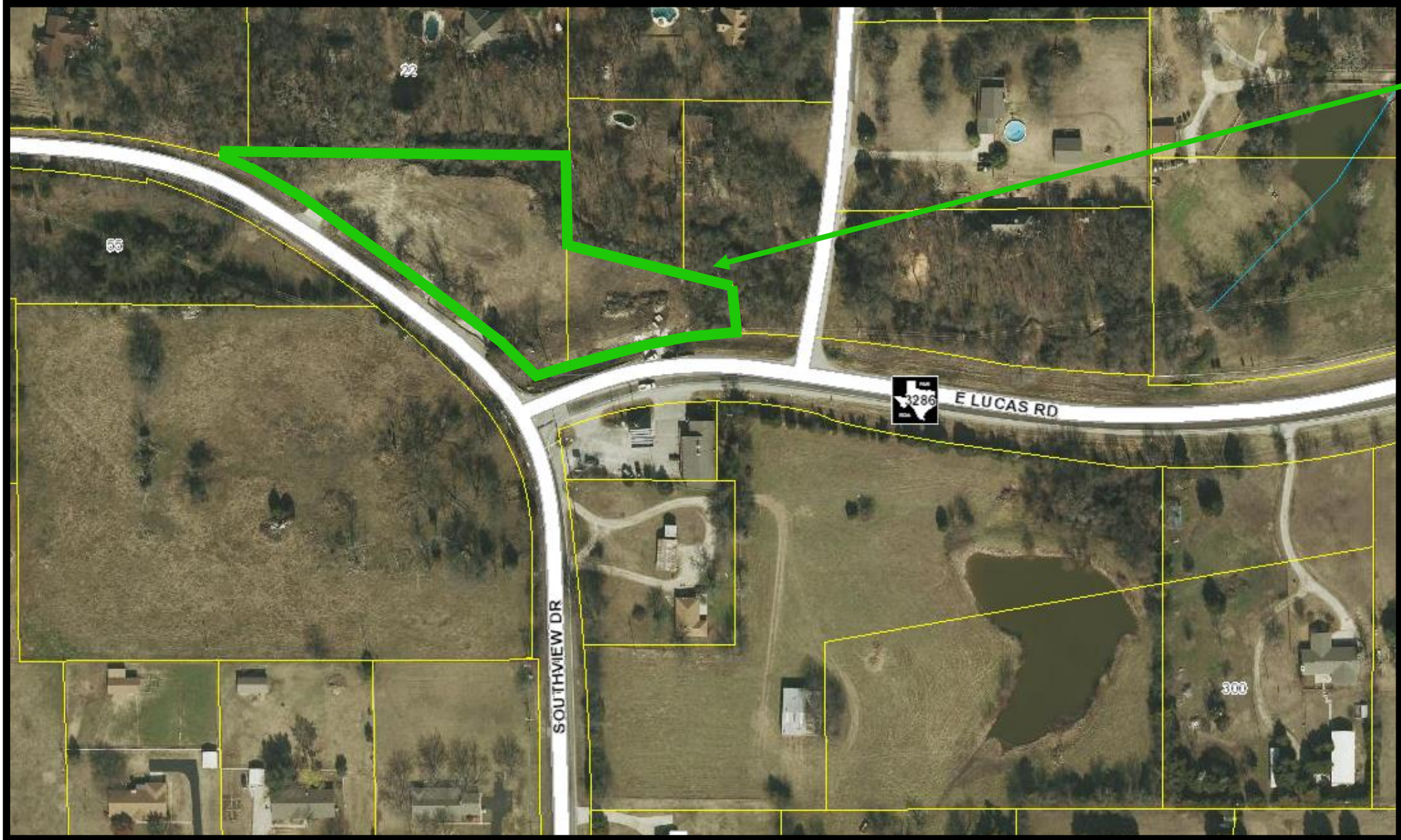
REVISIONS:	
1	3-23-16
2	4-26-16

These plans are intended to provide the basic specifications for the construction of the building shown on these plans. It is the responsibility of the contractor to verify all dimensions and conditions of the site and to obtain all necessary permits. The architect is not responsible for any errors or omissions in these plans. © Copyright 2011 M. Christopher Residential, LLC

**M. CHRISTOPHER
RESIDENTIAL, LLC**
© Copyright 2011

A CUSTOM RESIDENCE FOR:
LUCAS CORNER
LOT: _____
BLOCK: _____
ADDRESS: _____
SUBDIVISION: _____
LUCAS, COLLIN COUNTY, TEXAS

SHEET NO.



Lucas
Corners





City of Lucas Council Agenda Request June 2, 2016

Item No. 09

Requester: Public Works Director/City Engineer Stanton Foerster, PE

Agenda Item:

Consider approving the Communications Facilities License Agreement with Jab Broadband DBA Skybeam Texas for a period of one year expiring in June 30, 2017, maintaining all existing contractual requirements and authorizing the City Manager to execute the agreement.

Background Information:

In reviewing the economics of the use of the city water towers, the City Council requested that other cities be contacted to determine if license rate was competitive. Staff found the following information for consideration by the City Council:

- City of Allen – Doesn't have any non-cellular equipment on its towers. All equipment is charged the same rate: \$1,400 per month in 2014. New rates were not provided.
- City of North Richland Hills – \$2,650 per month per location for cellular equipment.
- City of Rowlett – \$2,600 per month per location for cellular equipment in FY2014.
- City Wylie and Wylie Northeast Special Utility District – Don't have any non-cellular equipment on its towers. All equipment is charged the same rate, but that rate was not provided.
- Culleoka Water Supply Corporation – \$525 per month per location.
- The Town of Fairview and the City of Park – Did not respond to the inquiry.
- Seis Lagos Utility District – Has no antennae of any kind on its towers.

The City of Lucas has three licensees:

1. AT&T pays \$1,500 per month to be on the Winningkoff tower.
2. Verizon Wireless pays \$1,950 per month to be on the McGarity tower.
3. Rise Communication pays \$400 per location per month to be on all three towers.

The average of the data listed above is \$1,770 per month per location.

Attachments/Supporting Documentation:

Rise Broadband Communications Facilities License 2016 Agreement

Budget/Financial Impact:

\$400 per month per location for 12 months equals \$14,400.



City of Lucas Council Agenda Request June 2, 2016

Recommendation:

Allow the license agreement remain in effect until September 30, 2016, and allow the City Manager to renegotiate the monthly license rate.

Motion:

I make a motion to approve/deny approving the Communications Facilities License Agreement with Jab Broadband DBA Skybeam Texas for a period of one year expiring in June 30, 2017, maintaining all existing contractual requirements and authorizing the City Manager to execute the agreement.

EXHIBIT "A"

STATE OF TEXAS

COMMUNICATIONS FACILITIES LICENSE AGREEMENT

COUNTY OF COLLIN

This Communications Facilities License Agreement ("Agreement") is made by and among the City of Lucas, Texas (the "City") and SKYBEAM, LLC d/b/a RISE BROADBAND ("Licensee") (collectively, the "Parties"), acting by and through their duly authorized representatives.

Article I Term

The Term of this Agreement shall be one (1) year, commencing on the date this Agreement is signed by all parties (the "Commencement Date"), and terminating at Midnight on the last day of the twelfth full month following the Commencement Date.

Article II Premises

The City is the owner of parcels of land and three (3) Water Towers known as (1) the McGarity Tower located at 2295 McGarity Lane; (2) the Winningkoff Tower located on East Winningkoff Road, 1440 east of Winningkoff Road; and (3) the Public Works Tower located at 325 W. Lucas Road (all collectively referred to as "Water Towers" and individually referred to as "Facility") located in the City of Lucas, Collin County, State of Texas, (the Water Towers and Land are collectively, the "Property" or the "Premises"). The Property is more particularly described in Exhibits "A" through "C," which are attached hereto and incorporated herein. The City hereby leases to Lessee, and Lessee hereby leases from the City, space on the Water Towers and all access and utility easements, if any, (collectively, the "Premises").

Article III Permitted Use

The Premises may be used by Licensee only for permitted uses, which are (i) the transmission and reception of communications signals; (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings; and, (iii) activities related to any of the foregoing.

Article IV Rent

Upon the Commencement Date, Licensee shall pay to the City, as rent, Four Hundred Dollars (\$400.00), per month ("Rent") per Facility. Rent shall be payable on the first day of the

month, in advance, to the City, at the following address: City of Lucas, Attention: City Manager, 665 Country Club Road, Lucas, Texas 75002-7651.

Article V Improvements; Utilities; Access

(a) Licensee has the right to erect, maintain and operate on the Premises antennae facilities, including without limitation utility lines, transmission lines, electronic equipment, connecting cables and supporting equipment and structures thereto ("Licensee Facilities"), which facilities are depicted in the schematic or diagrams shown on the attached Exhibit "D." All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensee shall not damage, injure or impair any facilities or equipment on the Towers and Premises in the erection, installation, construction or maintenance of Licensee's Facilities and shall indemnify, hold harmless and defend the City from any and all loss, damage or injury caused in whole or in part by Licensee or its agents, representatives or employees in this regard.

(b) Licensee, Licensee's employees, agents and subcontractors shall have access to the Premises with prior notice to the City twenty-four (24) hours a day, seven (7) days a week. If the City is contacted by Licensee after normal business hours of the City, the Licensee shall reimburse the City for the actual cost of any the City's personnel necessary for Licensee's access.

(c) The City shall maintain existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. The City shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Licensee's use of such roadways.

(d) The City reserves the right to perform maintenance on the Water Towers, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the Water Towers. If maintenance work is required, the City agrees to provide Licensee with reasonable notice of not less than ninety (90) days prior to commencing such work to allow Licensee to remove any and all of Licensee's antennas and equipment as may be necessary provided the City makes best efforts to provide Licensee with sufficient notification of the intended work and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its antennas and equipment, or otherwise to secure the antennas or the communication facilities generally, to protect them from damage and allow Licensee to continue to operate. Licensee will be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by the City as diligently and expeditiously as possible. However, subject to the above, the City will not be responsible for system outages of up to thirty (30) days resulting from the City's need for unusually extensive maintenance and any inability of the City to accommodate a relocation of Licensee's antennas to keep them operational.

(e) The City reserves the right to require Licensee to relocate its Facilities to another location on the Water Towers. Licensee shall complete the relocation of its Facilities within thirty (30) days after written notice from the City. The relocation shall be at Licensee's expense, unless the City's relocation requirement results from the City's desire to lease space on the Water Towers to non-governmental third-party users. In that case, the third-party user shall be obligated to reimburse Licensee the reasonable relocation costs of Licensee.

Article VI Interference

(a) Licensee shall not interfere with the operation of (i) any radio equipment of the City presently situated on the Water Towers or the Property or (ii) equipment situated on the Water Towers or the Property by other operators of radio equipment at the Water Towers site which is employed in Permitted Uses, including water systems, and which are in existence on the Commencement Date of this Agreement ("Present Operators") ("Harmful Interference"). Licensee shall coordinate with the City and all Present Operators to insure that Licensee's frequencies and antenna locations will be compatible with those of the City and Present Operators.

(b) In addition, in the event the City desires to install new or additional radio communications equipment at the Water Towers site in the future, Licensee agrees to cooperate with the City in the remedying of any radio interference with said radio equipment, however, in no event shall Licensee be required to cease its activities or move its antennas or equipment on the Water Towers site or relocate the equipment shelter unless such interference is sufficient to disrupt police, fire, public works, any City communications or other emergency communications ("Emergency Interference").

(c) In the event there is Harmful Interference to said electronic equipment, Licensee will promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all reasonable steps to eliminate said Harmful Interference within ten (10) days after notice from the City or such other operator to Licensee advising of the Harmful Interference. If said Harmful Interference cannot be eliminated within thirty (30) days of notice thereof, Licensee agrees to suspend operations (transmissions) at the site while the Harmful Interference problems are studied and a means found to mitigate them. If said Harmful Interference cannot be eliminated, then Licensee shall, without penalty or further liability, terminate this Agreement upon immediate notice to the City and remove its equipment shelter and its Antenna Facilities, concrete pad, cables and any other Licensee owned equipment from the City's property.

(d) In the event there is Emergency Interference to said electronic equipment, Licensee shall immediately suspend operations (transmissions) at the Water Towers site and promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all such steps as are necessary to eliminate said Emergency Interference. If within sixty (60) days said Emergency Interference cannot be eliminated, then Licensee may, at

its sole election and without penalty or further liability, terminate this Agreement upon notice to the City and remove its equipment shelter and its Antenna Facilities from the Property.

(e) During the term of this Agreement and any extension thereof, the City shall from time to time lease additional space on the Water Towers site and on the Property and may grant to such licensees the same non-exclusive easements for access and utilities as are above granted to Licensee. Such licensees' intended use of the property leased to them may be similar or substantially the same as the above described use by Licensee. The City shall not be responsible to Licensee for the activities of any other such user as such may affect Licensee. However, the City shall cause all subsequent users of the Water Towers site to agree to a clause similar to this Article VII herein, promising to immediately eliminate interference if said user's equipment should interfere with that of Licensee, or any other user of the Water Towers site and providing that all then existing licensees and Present Operators on the Water Towers site and at the Premises are third-party beneficiaries of such agreement which may be enforced directly by Licensee and/or any other licensee or user. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury to Licensee and, therefore, Licensee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action against the interfering party to enjoin such interference. In the event Licensee and the interfering party fail to eliminate such interference, Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to the City with no further obligation or liability between the City and Licensee.

(f) Licensee shall have the sole burden of, and be responsible for all costs associated with alleging and proving that another user, including city owned equipment of the Premises is causing significant interference, or for otherwise enforcing Licensee's rights under this Agreement. The City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises or enforcement of any of Licensee's rights under this Agreement.

Article VII Taxes

Licensee shall be responsible for and pay any taxes directly attributable to the Licensee Facilities or Licensee's use of the Property.

Article VIII Condition of Site

Licensee accepts the Premises as is, in its current condition, and the City makes no representations or warranties, and hereby disclaims any and all such representations or warranties, express or implied, of any kind or nature, with regard to the Facilities and the Premises. The City shall maintain the Premises in compliance with all applicable statutes, regulations and rules, and in a manner which will not interfere with Licensee's reasonable use of the site. Upon expiration, cancellation, or termination of this Agreement, the Licensee shall remove its equipment, antenna systems and structures from the Premises at Licensee's sole cost and expense. However, upon vacation of this site, Licensee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear, as determined by the City. If, as determined by the

City, the Premises are not surrendered in satisfactory condition, the Licensee shall be liable to the City for an amount representing the actual cost to restore the Premises to substantially the same condition as received. In the event of Licensee's timely failure to remove its equipment, antenna systems, and structures, the City may do so at its expense and retain and sell any such equipment, antenna systems, and structures in compensation for any past due obligations. Licensee hereby grants and conveys a lien on all equipment, antenna systems and structures installed and used at the Premises for such purposes, enforceable without judicial intervention, perfected by written notice to Licensee to cure its default within ten (10) days of such notice. Any permanent improvements or fixtures installed on the Premises by Licensee shall become the property of the City upon the expiration of this Agreement.

Article IX Termination

(a) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows:

- (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is twenty (20) business days from receipt of notice;
- (ii) by the Licensee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of Licensee's Facilities;
- (iii) by City if the City decides in its sole discretion and for any reason, to redevelop the Premises and/or discontinue use of the Water Towers;
- (iv) by City if it determines, in its sole discretion and for any reason, that the Water Towers are structurally unsound or otherwise not suitable for Licensee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Water Towers from any source, or factor relating to condition of the Water Towers;
- (v) by City if it determines in its sole discretion that continued use of the Water Towers by Licensee is in fact a threat to health, safety or welfare or violates applicable laws or ordinances; or
- (vi) by City at its sole discretion if Licensee loses its license to provide service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license.

(b) Notice of Licensee's termination pursuant to paragraph X(a) shall be given to City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be

retained by City. Upon such termination, the Agreement shall become null and void and the parties shall have no further obligations to each other, except that rental payments to the City shall continue as liquidated damages for the remainder of the term of this Agreement, not to exceed 150% of the annual rent for the year in which such termination occurs.

Article X Destruction or Condemnation

If the Premises or Licensee Facilities are materially damaged, abandoned, removed, destroyed, condemned or transferred in lieu of condemnation, the City or Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other party no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If the City undertakes to rebuild the Water Towers, the City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Licensee is able to secure a replacement transmission location or the reconstruction of Licensee's Facilities is completed.

Article XI Insurance

Licensee, at Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Licensee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Licensee, its employees and agents arising out of or in connection with Licensee's use of the Premises, all as provided for herein. The City shall be named as an additional insured on Licensee's policy. Licensee shall provide to the City a certificate of insurance evidencing the coverage within thirty (30) days prior to the Commencement Date.

Article XII Warranty of Title and Quiet Enjoyment

The City warrants that: (i) the City owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) the City has full right to make and perform this Agreement; and (iii) the City covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises.

Article XIII Repairs

Licensee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Licensee. Except as set forth in Article VI(a) above, upon expiration or termination hereof, Licensee shall restore the

Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control accepted.

Article XIV
Hazardous Substances

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. City and Licensee agree to assume all duties, responsibilities and liabilities at their sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to

(i) each party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or
(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The provisions of this section will survive the expiration or termination of this Agreement.

XV
Liability and Indemnity

(a) Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify the City against any loss, damage, cost, or expense which may be sustained or incurred by the City as a result of Licensee's installation, operation, or removal of said improvements, except where caused in whole or in part by the gross negligence or willful misconduct of the City, its agents, servants or employees.

(b) Licensee agrees and is bound to indemnify, defend, and hold the City whole and harmless against any and all claims for any loss or damages that may arise out of the use, maintenance, and occupancy of Licensee's Facilities and use of the Premises by Licensee, except where caused in whole or in part by the gross negligence or willful misconduct of the City, its agents, servants or employees.

(c) Licensee agrees that Licensee shall indemnify, defend, release, acquit, and hold free and harmless the City, its agents, representatives and employees from and against any and all claims, demands, causes of action, liabilities, losses, and damage, whether asserted by Licensee, its agents, representatives or employees, or any third party which in any ways relates to or arises from Licensee's Facilities or the installation or maintenance thereof, or from Licensee's entry onto and utilization of the Property, including but not limited to claims or causes of action alleging that loss, injury or damage were caused in whole or in part by the City's negligence.

Article XVI
Water Towers Marking and Lighting Requirements.

The City acknowledges that it, and not Licensee, shall be responsible for compliance with all Water Towers marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Licensee be cited by either the FCC or FAA because the Water Towers are not in compliance due to Licensee's Facilities and, should Licensee fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, City may terminate this Agreement.

Article XVII
Public Emergency

The Parties understand and agree that the primary function of the Property is to serve as a water tower for the City and that the interests of Licensee are superseded by the public health, safety, and welfare of the citizens of the City of Lucas served by the Water Towers. In the event that the City of Lucas City Council or the City Manager declare a public emergency or there exists a threat to the Water Towers or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, Licensee shall immediately remove its improvements from the Leased Premises. In the event Licensee is not able to immediately respond, the City may remove Licensee's improvements without incurring liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by Licensee.

Article XVIII
Miscellaneous

18.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

18.2 Assignment/Subletting. Licensee may not assign nor sublet this Agreement in whole or in part without the prior written consent of City. In the event of an assignment or sublet by Licensee to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

18.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

18.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

18.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

18.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

18.7 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City,
to: City of Lucas
Attn: City Manager 665
Country Club Road Lucas,
Texas 75002 Facsimile:
(972) 727-0091

With a copy to:
Joe Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza, 500 N. Akard
Dallas, Texas 75201
Facsimile: 214.965.0010

SKYBEAM, LLC d/b/a RISE BROADBAND
Attn: Contract Administration
61 Inverness Dr. E, Suite 250
Englewood, Colorado 80112

18.8 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

18.9 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

18.10 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

18.11 Compliance with Federal, State & Local Laws. Licensee shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

EXHIBIT A
McGarity Water Tower Legal Description

EXHIBIT "A"

Being a 2.000 acre tract of land situated in the WILLIAM SNYDER SURVEY, ABSTRACT NO. 821, City of Lucas, Collin County, Texas and being part of a tract of land conveyed to G. Ward Paxton, by deed recorded in County Clerk File No. 94-0011304, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of said G. Ward Paxton tract, said iron rod also located in the south Right Of Way Line of F.M. Highway No. 2170;

THENCE S 00° 52'08" E, departing the said south Right Of Way Line of F.M. Highway No. 2170, and along the east line of said G. Ward Paxton tract and the west line of a tract of land conveyed to Robert Kubicek, by deed recorded in Volume 2441, Page 616, of the Deed Records of Collin County, Texas (D.R.C.C.T.), a distance of 606.60 feet to a 1/2" iron rod found for corner;

I HENCE S 00° 51'14" E, passing at a distance of 1699.07 feet a 1/2" iron rod set, in all a distance of 1994.27 feet to a 1/2" iron rod found for the southeast corner of the said G. Ward Paxton tract, said point also located in the north Right Of Way Line of McGarity Lane, and the POINT OF BEGINNING for the herein described 2.000 acre tract;

THENCE S 89° 34'11" W, along the north line of said McGarity Lane and the south line of said G. Ward Paxton tract, a distance of 296.25 feet, to a 1/2" iron rod set for corner,

THENCE N 00° 25'49" W, departing the north line of said McGarity Lane and the south line of said G. Ward Paxton tract, a distance of 295.16 feet, to a 1/2" iron rod set for corner;

THENCE N 89° 34'11" E, a distance of 294.07 feet, to a 1/2" iron rod set for corner, said point located in the east line of said G. Ward Paxton tract and the west line of a tract of land conveyed to Juliette Fowler Homes by deed recorded in Volume 816, Page 165, of the Deed Records of Cain County, Texas (D.R.C.C.T.);

THENCE S 00° 51'14" E, along the east line of said G. Ward Paxton tract and the west line of the said Juliette Fowler Homes tract, a distance of 295.17 feet, to the POINT OF BEGINNING and containing 2.000 acres, or 87,120 square feet of land more or less.

EXHIBIT B
Winningkoff Water Tower Legal Description

Being a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, and being part of a 224.497 acre tract conveyed to the North Texas Municipal Water District by deed recorded in Volume 1326, Page 253, of the deed records of Collin County, Texas, and being more particularly described as follows:

Beginning at a point for corner located North 89° 37' 10" West 1599.37 feet and North 0° 40' 50" West a distance of 285.00 feet to a point for corner;

Thence South 89° 37' 10" East a distance of 152.84 feet to a point for corner;

Thence South 0° 40' 50" East a distance of 285.00 feet to a point for corner located 35.00 feet from the south line of said 224.497 acre tract;

Thence North 89° 37' 10" West 35.00 feet from and parallel to said south line a distance of 152.84 feet to the point of beginning and containing 1.00 acres of land.

EXHIBIT C
Public Works Water Tower Legal Description

SITUATED in Collin County, Texas, in the James Lovelady Survey, Abstract No. 538 and being a resurvey of a one acre tract reputed to have been conveyed by J. E. Stratton to Collin County by unrecorded deed less a strip about 30 feet wide off the north end of same conveyed to the State of Texas for Highway right-of-way:

BEGINNING at an iron stake by an old Bois d'arc corner post at the southeast corner of said 1.00 acre;

THENCE North 89° -38' West, with an established fence, 211.0 feet to an iron pipe driven in the base of a Bois d'arc tree at the southwest corner of said 1.00 acre;

THENCE North 0° -20' East 184.5 feet to a point in the south line of F. M. Highway 1378; from which an iron stake for reference bears South 5.0 feet;

THENCE South 89° -14' East, with the Highway south line, 210.0 feet to an iron stake therein and in the East line of said 1.00 acre;

THENCE South 0° -39' East, with an established fence line, 183.0 feet to the place of **BEGINNING**;

CONTAINING 0.89 acres

EXHIBIT D License Facilities

Lucas McGarity 2295 McGarity Ln

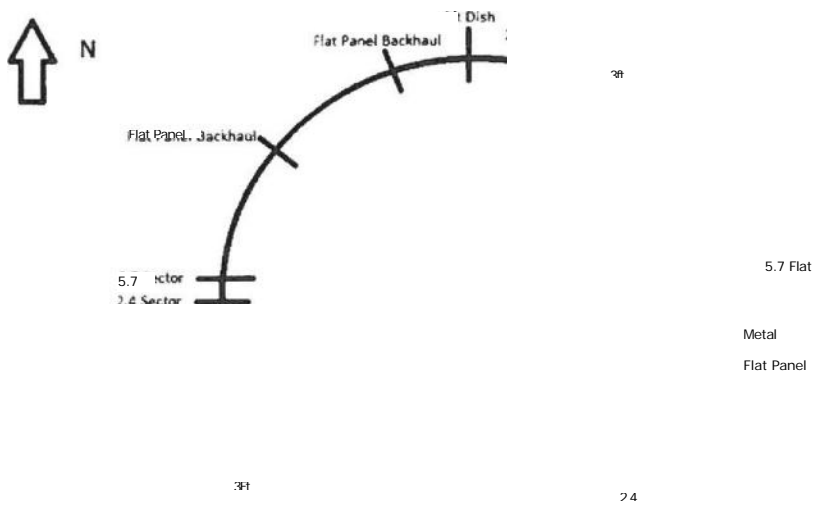
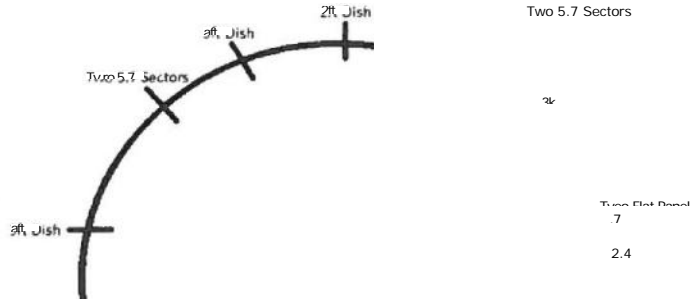


EXHIBIT D License Facilities

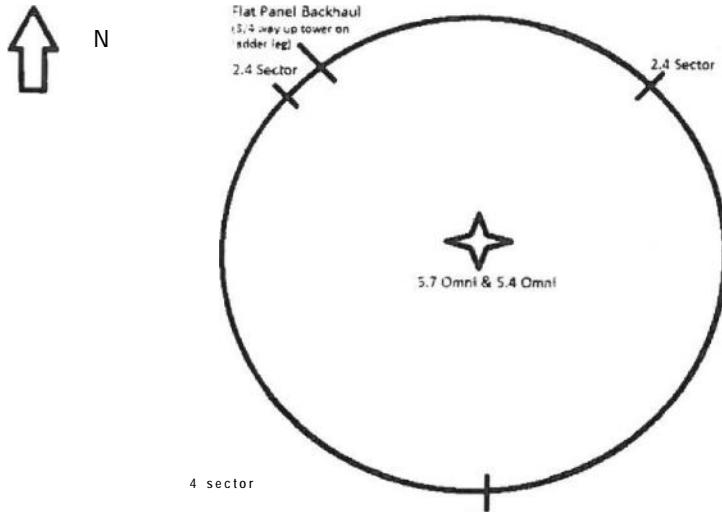
Lucas Winningkoff- 745 E Winningkoff Rd



24

**EXHIBIT D
License Facilities**

Lucas Public Works- 325 W Lucas Rd



SIGNED AND AGREED, this 21st day of April, 2016.

CITY OF LUCAS, TEXAS

By: _____
Joni Clarke, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Stacy Henderson, City Secretary

By: _____
Joe Gorfida, City Attorney

Lessee:
Skybeam, LLC d/b/a Rise Broadband

By: _____

Name: Martin Garrity
VP Network Planning, Engineering and Construction

Date: _____



City of Lucas

City Council Agenda Request

June 2, 2016

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Discuss and provide direction to the City Manager regarding the following: 1) Street Maintenance for summer 2016 by APAC and 2) Updates on West Lucas Road Regional Toll Revenue Project, County Club Road/W. Lucas Road Intersection Drainage, Blondy Jhune Bridge Project, and Winningkoff Reverse Curve.

Background Information:

Maintenance for Summer 2016 by APAC – Staff met to discuss various roadway pavement needs. Several streets were identified as candidates for milling and paving this summer using the \$750,000 budgeted in this year. The cost of the Wendy Lane culvert was \$163,000 for design and construction. There is \$525,992 left in the budget for pavement repair after paying for the Wendy Lane culvert and county repairs to Lewis Lane. APAC is reviewing the costs. There are basically four streets planned for this summer at an estimated cost of \$525,992:

1. Ingram Lane will completely fail in 12 to 18 months.
2. Lewis Lane centerline has failed. Motorists can straddle the base failure or can drive on the outside edges. The edges will not last much longer. Collin County repaired a split section of Lewis Lane earlier this year at a cost of \$10,140 to the city.
3. Snider Lane east for the bridge needs improving as far as funding will allow.
4. The southern 1200 feet of Stinson Road needs reconstruction. Staff is proposing compaction and level up of the existing pavement followed by a three-inch overlay.

Level up in the areas of the pavement drop offs is needed along Graham Lane, Christian Lane, Lakeview Drive, and Wendy Lane. The cost of this is \$0.75 per foot for a total of \$13,000 (funded). Wendy Lane level up will be done if funds are available after the pavement and other level up work is done.

Maintenance not funded but needed:

- Blondy Jhune Road
- Daytona Avenue connects Trinity Park with E Lucas Rd (FM 3286)
- Estelle Lane
- Horseman Drive
- Lynn Lane
- Moonlight Trail
- Osage Lane
- White Rock Trail
- Winningkoff Road



City of Lucas

City Council Agenda Request

June 2, 2016

West Lucas Road RTR Project – BW2 Engineers, Inc. and staff have completed the environmental documents associated with this project, and the documents have been submitted the North Central Texas Council of Governments staff for review and approval. BW2 has submitted 30% plans to staff for review. In round numbers, the \$1.5 million West Lucas Road Project is being funded by the following: NCTCOG (\$1,200,000), Collin County (\$250,000), and City of Lucas impact fees paid by developers (\$50,000). City taxes are not being used to fund this project. The construction of the three-lane, asphalt roadway is anticipated for the fall of 2016 and should last eight months. Ultimately, the West Lucas Road will have one lane in each direction with a continuous left-turn lane in the middle from Country Club Road to Angel Parkway. The 1.5 million will not be enough to complete the three-lane cross section Country Club Road to Angel Parkway. BW2 is working on a cost estimate for the 38-foot wide roadway. Staff has requested participation from the City of Parker for roadway within the Parker city limits and extraterritorial jurisdiction. To date the City of Parker has not offered a funds towards this project.

County Club Road/W Lucas Road Intersection Drainage – Staff was hoping to combine the completed Country Club Road/W Lucas Road Intersection RTR Project and the West Lucas Road RTR Project into one project to make full use of available non-Lucas funding. This idea was rejected by the NCTCOG. The next step for BW2 is to complete the Environmental Assessment for this project. Country Club Road/W Lucas Road Intersection Project was completed in the fall of 2013, but staff is considering using the remaining funds in the intersection project to improve the drainage along West Lucas Road and might eliminate the need for guardrail on the northwest corner. There is some environmental paperwork that remains incomplete associated with the intersection. Staff is addressing the paperwork with the consultant. There is approximately \$65,000 in the intersection project that must be returned to the NCTCOG unless additional work can be specified.

Blondy Jhune Road Bridge Project – Staff is reviewing the 100% design plans that were received from the consultant on May 20, 2016. The advertising of this project is scheduled for June with a July letting. To reduce the dip across the western bridge, the driving surface (horizontal alignment) will be raised three feet above the existing roadway. The amount of retaining wall surface has been reduced by 50% from the plans in December. The consultant did not meet their deadlines and has submitted a revised schedule for the project which shifts the dates by about a month. Below is the new schedule:

May 27 – 100% Bid Set
 June 2 and 9 – Advertise Bid
 June 15 – Pre-Bid Meeting
 June 29 – Receive Bids
 July 7 – City Council Award
 July 14 – Notice to Proceed



City of Lucas

City Council Agenda Request

June 2, 2016

August 2016 through April 2017 – Construction

Winningkoff Reverse Curve – Staff met with Birkhoff to discuss the preliminary alignment for the reverse curve and the new three-way Winningkoff Road/Forestview Drive intersection. Staff directed Birkhoff to move forward towards the 60% design and to develop easement descriptions for the property owners impacted by the roadway. The reverse curve is on private property without any formal easements besides prescriptive. Birkhoff is reviewing ways to raise or eliminate the ditches along the insides of the two curves. Drainage flows under Winningkoff in two locations, and Birkhoff is to not increase the flow under the road in either locations. The western culvert carries approximately 105 cubic-feet-per-second (CFS) and the eastern one carries about 13 CFS. By not increasing the flow rate, the downstream properties will not experience an increase in stormwater on their properties. Birkhoff should have the 60% design plans ready in six weeks to two months. A **proposed** timeline for the Winningkoff Reverse Curve is as follows:

September 15, 2016 – 100% Bid Set Finished. The bidding and construction will be delayed to avoid conflict with the Blondy Jhune Bridges construction.

January 2017 – Advertise Bid

January or February 2017 – Pre-Bid Meeting

February 2017 – Receive Bids

March 2017 – City Council Award

April 2017 – Notice to Proceed

May through November 2017 – Construction

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

- Street Maintenance for Summer 2016 by APAC is fully funded by Improvements Roads (11-8210-301).
- West Lucas Road Reginal Toll Revenue Project is underfunded by 21-8210-302. The extent has not been determined yet. Staff is not considering using Lucas impact fees in the City of Parker.
- County Club Road/W Lucas Road Intersection Drainage can be funded by 21-8210-301 and 302.
- The Winningkoff Reverse Curve project is possibly funded using account 21-8210-491-121 Blondy Jhune Bridges/Safety Projects (2015 Certificate of Obligation).

Recommendation:



City of Lucas
City Council Agenda Request
June 2, 2016

Proceed as presented

Motion:

I make a motion to proceed with projects as presented.



City of Lucas

City Council Agenda Request

June 2, 2016

Requester: City Secretary Stacy Henderson

Agenda Item:

Discuss and provide direction to staff regarding maintaining the Allen American as the City's official newspaper.

Background Information:

At the May 19, 2016 City Council meeting, it was discussed that the Allen American newspaper did not meet all Government Code requirements to be a paper of record as they do not hold a second class postal matter license within Collin County. Another paper within their corporation, the Celina Record, does meet all Government Code requirements as a paper of record and therefore, whatever is published in the Allen American is also published in the Celina Record.

City staff contacted the Allen American regarding obtaining their second class postal matter license in Collin County and the Allen American has stated that they are not planning on obtaining this license through the Allen American and would be maintaining their second class postal license through the Celina Record.

Within Collin County, the following papers that meet all Government Code requirements and hold a second class postal matter license are:

Wylie News (C&S Media)
Sachse News (C&S Media)
Princeton Herald (C&S Media)
Murphy Monitor (C&S Media)
Farmersville Times (C&S Media)
Celina Record (Star Local Media)

The City has previously used the Wylie News as the official paper as well as the Allen American. Advertising costs associated with each paper are as follows:

- Wylie News averages \$150 to \$250 depending on the size of the advertisement
- Allen American averages from \$50 to \$150 depending on the size of the advertisement.

Attachments/Supporting Documentation:

NA



City of Lucas

City Council Agenda Request

June 2, 2016

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request June 2, 2016

Item No. 12

Requester: Mayor Jim Olk

Agenda Item:

Executive Session: No Executive Session is scheduled for this meeting.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA