



## **AGENDA**

### **City of Lucas City Council Regular Meeting June 16, 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 16, 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 Pro Tem Kathleen Peele)**

#### **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 (Mayor Pro Tem Kathleen Peele)**

### **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 June 2, 2016 City Council meeting. **(City Secretary Stacy Henderson)**

### **Regular Agenda**

4. Consider approving Resolution R 2016-06-00453 authorizing the City Manager to execute a quitclaim deed for a 0.03 acres, more or less, parcel of land to Robert and Carol Winston located west of the Blondy Jhune Road eastern bridge associated with Lot 3A of Replat of Rock Creek Acres. **(Public Works Director/City Engineer Stanton Foerster)**
5. Consider authorizing the City Manager to submit a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for a trailhead on East Winningkoff Road adjacent to the City's existing water tower and approve Resolution R 2016-06-00449 designating participation and funds. **(Development Services Director Joe Hilbourn)**
6. Consider amendments to the Comprehensive Plan to Chapters 1, Introduction; Chapter 2, Population; Chapter 3, Housing; and Chapter 4, Land Use including the future Land Use Map and Aerial Illustration Map. **(Development Services Director Joe Hilbourn)**
7. Consider authorizing the City Manager to enter into a Cooperative Purchasing Interlocal Agreement with the City of Garland, Texas. **(Public Works Director/City Engineer Stanton Foerster)**
8. Discuss and provide direction to the City Manager regarding remaining funding for Street Maintenance for Summer 2016. **(Public Works Director/City Engineer Stanton Foerster)**
9. Discuss and consider roadside parking and public safety in the vicinity of Kelly Farm Burger Stand located at 1989 West Lucas Road. **(Councilmember Debbie Fisher)**
10. Consider authorizing the City Manager to enter into a Development Agreement between the City of Lucas and BlueSky Development LLC for a parcel of land situated in the Calvin Boles Survey, Abstract A0028, Tract 224 being all of a 63.6930 acres of land located east of the intersection of Orr Road and Lucas Creek Drive. **(Development Services Director Joe Hilbourn)**

### **Executive Session**

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

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

<b>Certification</b>
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*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](http://www.lucastexas.us) on or before 5:00 p.m. on June 10, 2016.*

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



# City of Lucas City Council Agenda Request June 16, 2016

Item No. 01

Requester: Mayor Pro Tem Kathleen Peele

**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 16, 2016

Item No. 02

Requester: Mayor Pro Tem Kathleen Peele

## **Agenda Item:**

Community Interest: There are no scheduled items for Community Interest

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request June 16, 2016

Requester: City Secretary Stacy Henderson

## **Consent Agenda Items:**

3. Consider approval of the minutes of the June 2, 2016 City Council meeting.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

1. Minutes of the June 2, 2016 City Council meeting

## **Budget/Financial Impact:**

NA

## **Recommendation:**

Staff recommends approval of the Consent Agenda.

## **Motion:**

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



**City of Lucas  
City Council Meeting  
June 2, 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 (*arrived at 7:04pm*)  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Philip Lawrence  
Councilmember Debbie Fisher

**Staff Present:**

City Manager Joni Clarke  
City Attorney Joe Gorfida  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Fire Chief Jim Kitchens  
Assistant Fire Chief Ted Stephens

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:**

Mayor Olk presented a Proclamation to Deputy Gary Gilchrist of the Collin County Sheriff's office honoring his years of service to the Lucas community.

### **Consent Agenda**

- 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.

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

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

A presentation was given by Development Services Director Joe Hilbourn outlining details of the specific use permit and stated that outside dining was proposed in the front of the building only. Mr. Hilbourn stated that this request was approved by the Planning and Zoning Commission 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

Mayor Olk opened the public hearing at 7:15pm and asked if anyone in the audience wanted to speak regarding this request.

Mike Ballatti, 220 Rising Sun Road, Lucas, stated his concerns regarding a second floor proposed as part of the building and asked what use would be located on the second floor.

Mr. Hilbourn stated that offices were proposed for the second floor.

There being no one else wanting to speak, Mayor Olk closed the public hearing at 7:18pm.

The City Council discussed concerns associated with outside dining at this location related to amplified and non-amplified music, noise associated with outside dining, traffic in the area, close proximity to a residential neighborhood, and children playing near the creek area.



The City Council discussed the citizen's request for family style dining in Lucas but felt there would be better suited locations than the request proposed.

**MOTION:** *A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to deny the specific use permit request by Rudy Rivas on behalf of Lucas Corners, LLC for a specific use permit for outside dining for the property located at the northwest corner of the intersection of East and West Lucas Road. The motion to deny passed unanimously by a 7 to 0 vote.*

### 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.**

Because Agenda Item No. 7, the specific use permit request was denied, the City Council removed the site plan request item from the agenda.

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 distributed to the City Council license agreement pricing between Jab Broadband and other municipal agencies to analyze current rates around the Collin County area. He stated the existing contract with Lucas began at \$200 monthly and increased to \$400 monthly in 2012.

The City Council agreed to renew the contract for one year and review the current customer base during that time to determine if an increase was warranted.

**MOTION:** *A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to approve the Communications Facilities License Agreement with Jab Broadband DBA Skybeam Texas for a period of one year expiring on May 31, 2017, maintaining all existing contractual requirements and authorizing the City Manager to execute the agreement. The motion passed unanimously by a 7 to 0 vote.*

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.**

## 1) Street Maintenance for summer 2016 by APAC:

Public Works Director/City Engineer Stanton Foerster discussed remaining funds that were available from the Wendy Lane culvert project and the County repairs for the Lewis Lane project. Mr. Foerster stated these remaining available funds could be used towards needed repairs/improvements to Ingram Lane, Lewis Lane, Snider Lane, and the southern 1,200 feet of Stinson Road. Mr. Foerster discussed the deficiencies with each roadway and stated that milling and pavement with a 3-inch overlay was proposed.

The City Council was in agreement to move forward with using project funds of \$468,596 towards Ingram Lane, Lewis Lane, Snider Lane, and the southern 1,200 feet of Stinson Road.

## 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:

Mr. Foerster discussed the West Lucas Road Regional Toll Project stating that staff had completed and submitted the environmental documents to North Central Texas Council of Governments for their review and approval. Funding was discussed regarding improvements to West Lucas Road that was allocated as follows:

- \$1,200,000 - North Central Texas Council of Governments
- \$250,000 – Collin County
- \$50,000 – City of Lucas impact fees paid by developers

Construction of a 3-lane asphalt roadway was proposed to begin in the fall of 2016 and last approximately eight months. Mr. Foerster stated that the current scope of the project was from the western edge of Willow Springs Middle School to Ingram. However, if the City of Parker participates financially, approximately 2/3 of the roadway was in the Lucas and 1/3 belongs to the City of Parker, the City of Lucas would consider improvements up to the Angel Parkway/West Lucas Road Intersection. To complete the entire roadway including the section in Parker's jurisdiction would cost approximately \$1.6 million.

The City Council asked that staff contact the City of Parker to determine if they would be willing to participate and repair their portion of Ingram Road.

**MOTION:** *A motion was made by Councilmember Fisher, seconded by Councilmember Lawrence to approve the roadway improvements from Ingram Road to Willow Springs Middle School and contact the City of Parker to ask if they would participate in the project. The motion passed unanimously by a 7 to 0 vote.*

Mr. Foerster discussed improving drainage at the Country Club Road/West Lucas Road intersection stating that if drainage were improved, it could eliminate the need for a guardrail at the northwest corner of the intersection. Approximately \$65,000 was available as part of the Country Club Road/W. Lucas Road intersection RTR project that must be returned to NCTCOG unless additional work is identified.

The City Council was in favor of approving the use of funds in the amount of \$65,000 towards drainage improvements for the intersection at County Club Road and West Lucas Road intersection.

Mr. Foerster then discussed updates to the Blondy Jhune Road Bridge Project and the Winningkoff Reverse Curve project stating that bids had been advertised for Blondy Jhune and three contractors to date had picked up plans. The Winningkoff project will not be advertised until a later date as to not overlap the Blondy Jhune project.

City Council directed staff to organize neighborhood meetings for Blondy Jhune and Winningkoff to keep the citizens informed.

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

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

City Secretary stated that in speaking with the Allen American, they were not intending on obtaining their second class postal matter license within Collin County at this time.

City Manager Joni Clarke stated that staff has had a good working relationship with the Allen American, they have a larger window for advertising and their pricing was competitive.

City Attorney Joe Gorfida stated that the only time when the Allen American not having their postal matter license would come into effect is when the City needed to advertise for bonds or certificates of obligation. In that instance, the City would need to use a paper of record.

***MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Lawrence to continue using the Allen American as the City's official newspaper and to use the Wylie News should the City need to advertise bonds or certificates of obligation. The motion passed by a 6 to 1 vote with Councilmember Fisher voting in opposition.*

**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.**

There was no Executive Session scheduled for this meeting.

**14. Adjournment.**

***MOTION:** A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to adjourn the meeting at 8:20pm. The motion passed unanimously by a 7 to 0 vote.*

APPROVED:

ATTEST:

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

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



# City of Lucas City Council Agenda Request June 16, 2016

Requester: Public Works Director/City Engineer Stanton Foerster

## **Agenda Item:**

Consider approving Resolution R 2016-06-00453 authorizing the City Manager to execute a quitclaim deed for a 0.03 acres, more or less, parcel of land to Robert and Carol Winston located west of the Blondy Jhune Road eastern bridge associated with Lot 3A of Replat of Rock Creek Acres.

## **Background Information:**

In 2003, the City of Lucas purchased 0.267 acres of land from Kenneth Enloe for Blondy Jhune Road right-of-way of which 0.03 acres was not owned by Mr. Enloe. Mr. and Mrs. Winston had purchased the 0.03 acres from Mr. Enloe a year earlier in 2002 as part of a larger land purchase. The City of Lucas could not purchase land from Mr. Enloe that was not owned by Mr. Enloe. This resolution will add clarification to future title searches associated with the Lot 3A of Replat of Rock Creek Acres which is owned by Mr. and Mrs. Winston.

## **Attachments/Supporting Documentation:**

1. Resolution R 2016-06-00453

## **Budget/Financial Impact:**

None

## **Recommendation:**

Proceed as presented

## **Motion:**

I make a motion to approve or deny approving Resolution R 2016-06-00453 authorizing the City Manager to execute a quitclaim deed for a 0.03 acres, more or less, parcel of land to Robert and Carol Winston located west of the Blondy Jhune Road eastern bridge associated with Lot 3A of Replat of Rock Creek Acres.



**RESOLUTION R-2016-06-00453**  
(Authorizing City Manager to Execute Quitclaim Deed)

**A RESOLUTION OF THE CITY OF LUCAS, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED BETWEEN THE CITY OF LUCAS, TEXAS, AND ROBERT B. AND CAROL A. WINSTON, RELEASING AND VACATING THAT CERTAIN PROPERTY LOCATED AT 285 EAST BLONDY JHUNE ROAD, LUCAS, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a Quitclaim Deed releasing and vacating that certain property located at 285 East Blondy Jhune Road, Lucas, Collin County, Texas, being more particularly described in Exhibit “A” attached hereto: and

**WHEREAS**, the upon full review and consideration of the Quitclaim Deed and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Quitclaim Deed, and all related documents thereto, on behalf of the City of Lucas, Texas; and

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

**SECTION 1.** the City Manager shall execute the Quitclaim Deed attached hereto as Exhibit “A” and all related documents thereto, on behalf of the City of Lucas, Texas.

**DULY PASSED AND APPROVED** by the City Council of the City of Lucas, Texas, on this the 16<sup>th</sup> day of June, 2016.

**ATTEST:**

**APPROVED:**

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

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

**EXHIBIT "A"**  
**QUITCLAIM DEED**

Provided Under Seperate Attachment



# City of Lucas Council Agenda Request June 16, 2016

Requester: Development Services Director Joe Hilbourn

## **Agenda Item:**

Consider authorizing the City Manager to submit a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for a trailhead on East Winningkoff Road adjacent to the City's existing water tower and approve Resolution R 2016-06-00449 designating participation and funds.

## **Background Information:**

For the last two years, the City has applied for a grant with the Collin County Parks and Open Space Project Funding Assistance Program. The grant has been denied both times, however, the City was encouraged to reapply at a later date. The difference in application from this year to prior years is that an easement has been obtained an easement from the North Texas Municipal Water District that connects to the Trinity Trail and the City is working with the United States Army Corps of Engineers to obtain permission to access the trail system through an USACE easement. Items included as part of the grant include:

1. Pavilion
2. Picnic Tables
3. Fence
4. Round Pen
5. Crushed Granite Parking Lot
6. Restroom
7. Xeriscape Landscaping

## **Attachments/Supporting Documentation:**

1. Resolution R 2016-06-00449 – Collin County Parks and Open Space Grant

## **Budget/Financial Impact:**

Staff is recommending matching grant funds in the amount of \$11,000 towards this grant project. A request of \$11,000 will be included in the 16/17 fiscal year budget if the grant is approved.

## **Recommendation:**

Approve as presented.



# City of Lucas Council Agenda Request June 16, 2016

Item No. 05

## **Motion:**

I make a motion to approve/deny authorizing the City Manager to submit a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for a trailhead on East Winningkoff Road adjacent to the City's existing water tower and approving Resolution R 2016-06-00449 designating participation and matching funds in the amount of \$11,000 for consideration in the 16/17 fiscal year budget.



**RESOLUTION R-2016-06-00449**  
[PARKS AND OPEN SPACE GRANT]

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

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

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

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

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

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

**SECTION 3.** The “Applicant” hereby authorizes and directs its Development Services Director to act for the “Applicant” in dealing with the “Grantor” for the purpose of the “Program,” and Joe Hilbourn is hereby officially designated as the representative in this regard.

**SECTION 4.** The “Applicant” hereby specifically authorizes the official to make application to the “Grantor” concerning park site improvements.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS THE 16th DAY OF JUNE, 2016.**

APPROVED:

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

ATTEST:

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



# City of Lucas City Council Agenda Request June 16, 2016

Requester: Development Services Director Joe Hilbourn

## **Agenda Item:**

Consider amendments to the Comprehensive Plan to Chapters 1, Introduction; Chapter 2, Population; Chapter 3, Housing; and Chapter 4, Land Use including the future Land Use Map and Aerial Illustration Map.

## **Background Information:**

The Comprehensive Plan should be updated periodically to reflect changes in the community. The last update was conducted in 2006. The Planning and Zoning Commission has reviewed Chapters 1-4 at the April 14, May 12, and June 9 meetings; and their recommendations and revisions have been incorporated into the draft document.

## **Attachments/Supporting Documentation:**

1. Chapter 1, Introduction
2. Chapter 2, Population
3. Chapter 3, Housing
4. Chapter 4, Land Use including future Land Use Map and Aerial Illustration Map

## **Budget/Financial Impact:**

NA

## **Recommendation:**

The Planning and Zoning recommended amendments have been included in the draft document.

## **Motion:**

N/A



(05/26/2016)

# CHAPTER1

# INTRODUCTION

**PURPOSE**

The comprehensive plan can be defined as a long-range planning tool that is intended to be used by city staff, decision-makers and citizens to guide the growth and physical development of a community for its future growth. The original plan adopted in the late 1980's initiated the framework for the City of Lucas. Over the years it has been reviewed and updated as growth dictated. Having this comprehensive framework will assist in evaluating proposed actions, decisions concerning changes in local economic and demographic conditions, and resources as well as guiding future planning scenarios for Lucas.

The State of Texas has established laws that specifically regulate the way incorporated cities such as Lucas can ensure the health, safety, and welfare of their citizens. It gives them the power to regulate the use of land, but only if such regulations are based on a comprehensive plan. Lucas strives to guide future development to accommodate new development without sacrificing the unique character of the city.

In basic terms, the primary objectives of a comprehensive plan are to accomplish the following:

- Management of growth in an orderly manner,
- Minimization of potential conflicts between land uses,
- Efficient and cost-effective delivery of public services, and
- A rational and reasonable basis for making decisions about the community.

This updated version of the comprehensive plan will address the preservation of the country atmosphere of Lucas by addressing the growth and future needs relating to population, housing, land use, economic development, parks, streets, drainage, water, thoroughfares, and capital improvements.

**LOCATION**

Lucas is located in Collin County just northeast of the Dallas-Fort Worth Metroplex, 30 miles north of downtown Dallas. The City is also positioned 10 miles east of the DART Parker Road Station, 30 miles north of the Love Field Airport, and 40 miles east of the Dallas-Fort Worth International Airport. Lucas is bordered by the City of Allen to the west, the City of Parker to the southwest, the City of Wylie to the south, the City of St. Paul to the southeast, Lake Lavon to the east, and the City of Fairview to the northwest as shown in figures 1.1 and 1.2.

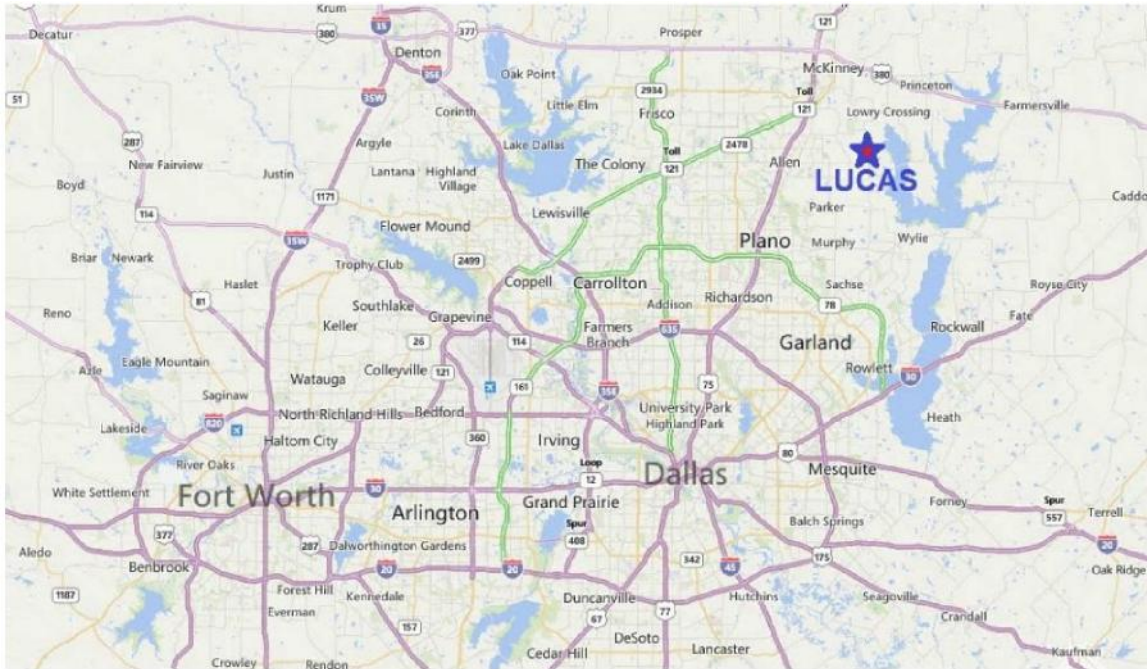


FIGURE 1.1- CITY OF LUCAS AND DALLAS/FORT WORTH METROPLEX

## 1.2

### CHAPTER 1 - INTRODUCTION

The population is estimated at 6875 persons in 2016 and contains a total land area of 9,855.74 acres.

The City has experienced significant growth in recent years as a result of its unique favorable features including:

- Appealing rural atmosphere
- Horse friendly neighborhoods, a place to express your dreams on your land, not your lot.
- Exceptional educational systems
- Proximity to services and shopping
- Low crime rate
- High quality housing
- Large lot sizes
- Proximity to Lake Lavon

City of Lucas' location outside the pressures and restrictions of intense urban life, combined with its convenient position relative to local and regional economic and recreational centers, makes the City a stable and attractive community.

## CHAPTER 1 - INTRODUCTION

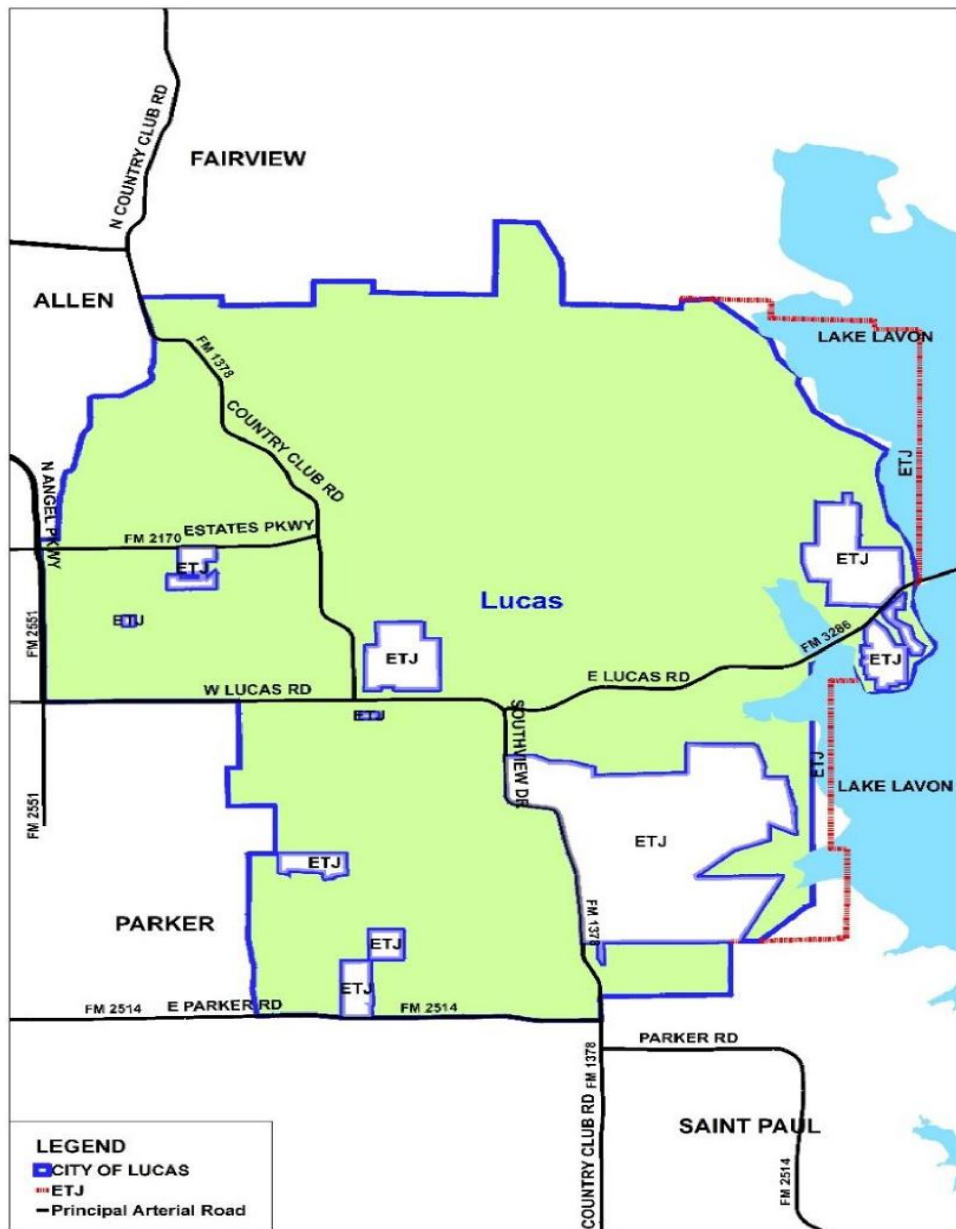


FIGURE 1.2 - CITY OF LUCAS, TEXAS



(04/01/2016)

# CHAPTER 3 HOUSING



## **INTRODUCTION**

There are four generally recognized determinants of the level of effective demand for housing units as follow,

1. The physical sources of housing demand which includes the number of type of family units in an area and the need for replacing existing units.
2. The level of wealth in an area and the distribution of that income.
3. Mortgage rates.
4. The supply price of housing which is the cost of providing the residents of an area with appropriate housing facilities.

The complex interaction of these four considerations works to determine whether or not adequate housing of the appropriate types is available to the residents of Lucas.

## **EXISTING HOUSING ANALYSIS**

As of June 1, 2016 there were 2111 single family housing units in Lucas. There are an additional 24 other forms of housing units in Lucas which could be classified as housing in a non- or semi-permanent structure. Within the Lucas extra territorial jurisdiction there are 697 units, bringing the total housing in Lucas and the ETJ to 2,832 units.

- Single family 2111 units
- Semi or non-permanent housing 24 units
- Single family 697 units
- Total 2,832 units

## HOUSING GOALS AND OBJECTIVES

Although Lucas will add new dwelling units through new construction, the existing units must be adequately maintained in order to meet the local housing demand and foster a stable housing environment. It should be assured that all housing and properties within the community are maintained in a decent, safe and sanitary condition for its useful life.

To enable the city to best direct its efforts in development acceptable forms of housing, the following specific goals and actions or objectives, should be followed:

GOAL 1. Encourage suitable development of land with adequate lot sizes, paved streets with proper sized utility lines.

Objectives:

- Adhere to subdivision ordinances to ensure that all new infrastructure meets minimum city requirements.
- Encourage high-quality construction of all new housing through the continued enforcement of recognized building codes.
- Alleviate maintenance and service problems in the City, especially in older areas, by using local funds to upgrade existing infrastructure (water, streets and drainage) to above minimum acceptable standards.

GOAL 2. A sufficient choice of adequate housing should be provided to meet the needs of individuals.

Objectives:

- Zone land to promote long-term neighborhood stability.
- Maintain moderate density housing in suitable locations on the periphery of the city.

### FUTURE HOUSING REQUIREMENTS

To provide an indication of the future physical demand for housing in Lucas, it is necessary to project the number of housing units which will be needed. These projections are based upon the assumption that the average household size would remain 3.22 persons during the planning period. Allowing for a five percent vacancy rate, and reflecting anticipated future population levels, the future total housing needs for Lucas are estimated and illustrated in Figure 3.1.

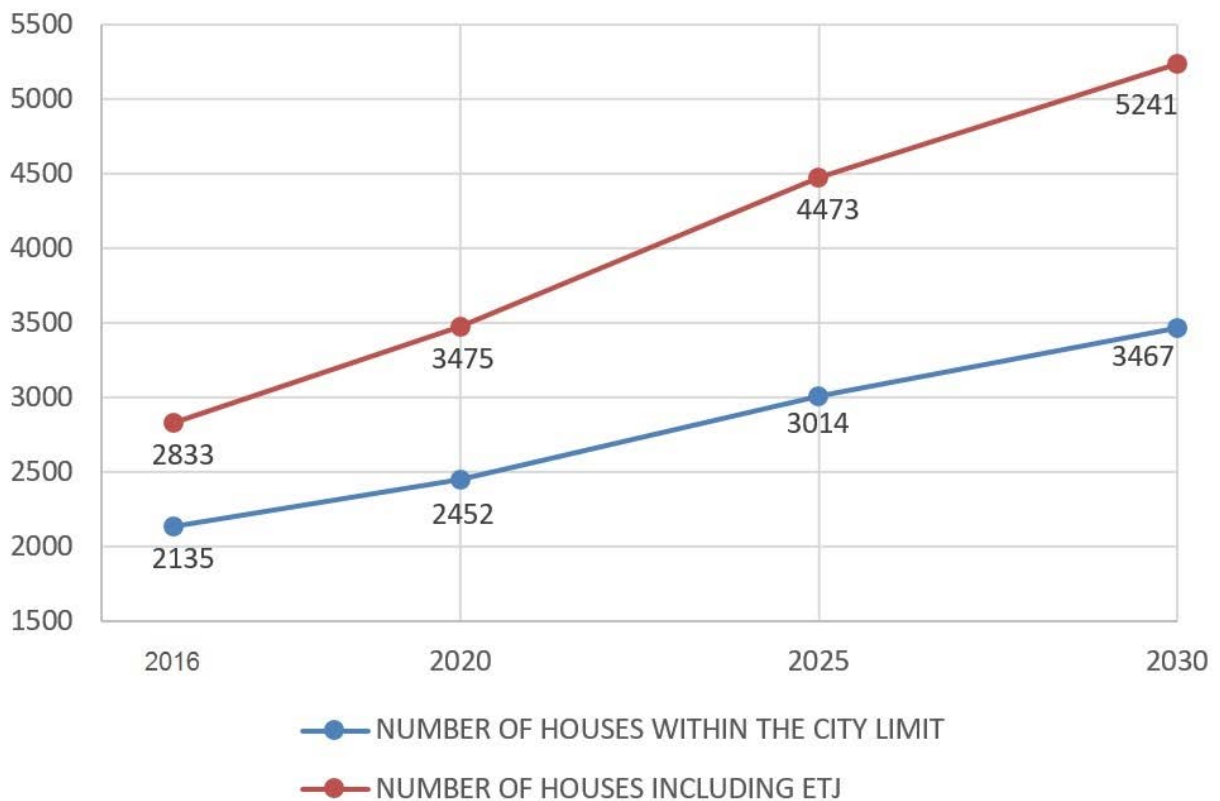


FIGURE 3.1- PROJECTED NUMBER OF HOUSING UNITS NEEDS FOR CITY OF LUCAS, and THE EXTRA TERRATORIAL JURISDICTION

The future population growth for Lucas will place an increasing burden on the existing housing stock which should encourage rehabilitation and improved maintenance so that older homes remain habitable over the planning period and beyond. As the population ages, provision must be considered for proper accessibility. As the number of elderly persons rises, the number of disabled will also rise. Careful attention to building design in

new homes and an on-going program to assist people in making their homes accessible can solve this growing problem.

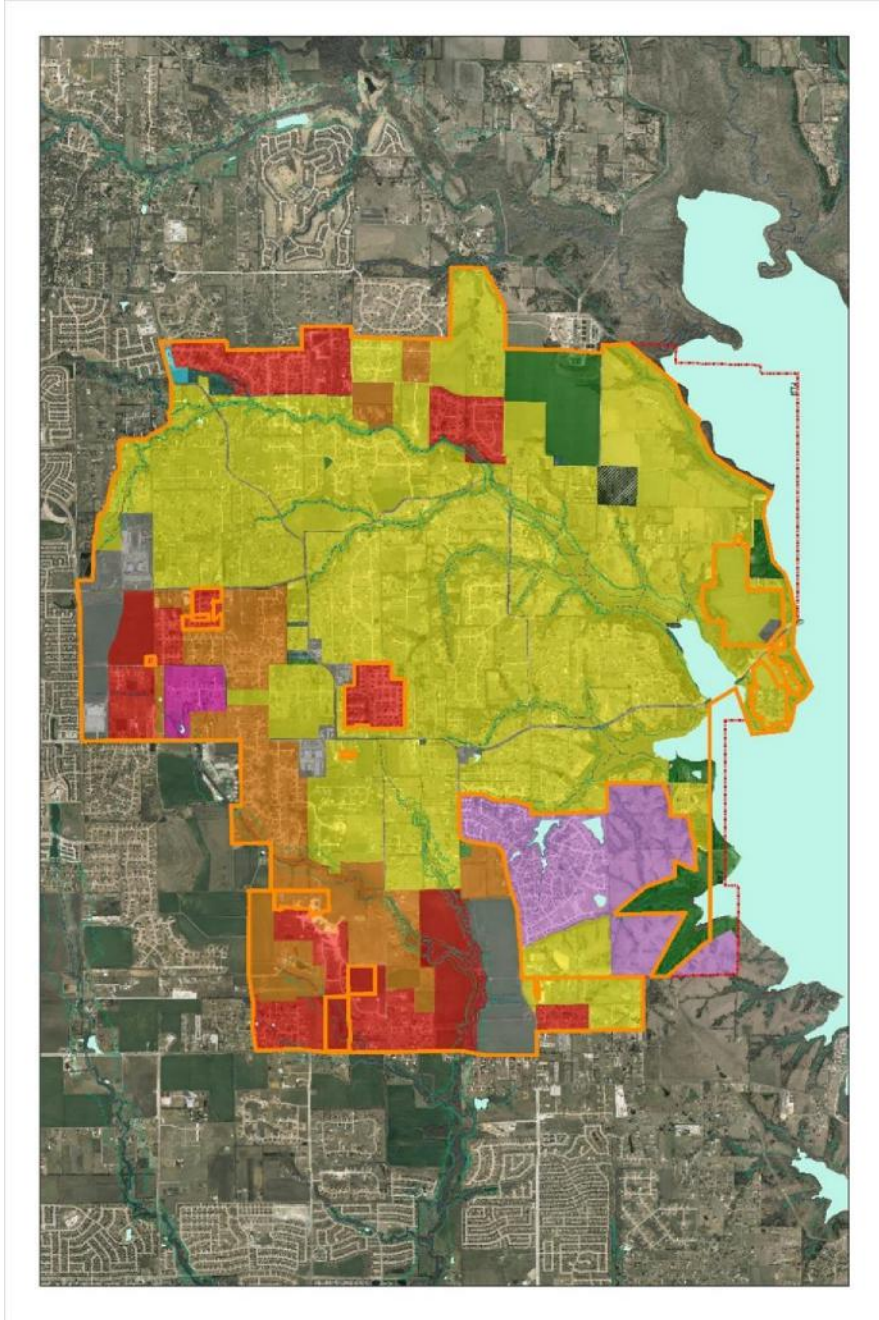
## CHAPTER 3 - HOUSING

### **HOUSING ACTIONS**

Housing needs and some of the potential housing issues/problems within the City have been identified above. The prevention and elimination of housing problems in Lucas will require the development and implementation of an effective housing program. Although this will be an ongoing process, specific actions for the short-term period covering the next five years have been developed. These actions, all of which will be of negligible cost to the city, are listed below.

Action Items:

1. Beginning with those units in worst condition, complete the rehabilitation of housing units in the City by using one or a combination of the following methods:
  - a. Strict Code Enforcement of the cities adopted ordinances.
  - b. Establish or coordinate with existing benevolent groups such as Habitat for Humanity to help those unable to help themselves.
2. Review current zoning ordinance for compliance with development issues within the city.



(04/05/2016)

# CHAPTER 4 LAND USE

## **INTRODUCTION**

The purpose of the land use analysis is to provide both statistical and graphical information concerning the various types, amount and intensity of land use within Lucas and identify problems which have arisen as a result of conflicting land use patterns or inappropriate land uses. An updated future land use plan can then be produced enabling Lucas to better guide land development in a manner which reflects local goals and objectives.

The total corporate limits of Lucas comprise 9,855 acres of land while the actual developed area of the City covers 7,285 acres. The extraterritorial jurisdiction (ETJ) covers an additional 1922 acres. Figure 4.1 at the end of this chapter displays an aerial illustration of the City of Lucas and the extraterritorial (ETJ) pockets scattered over the city.

## **ANALYSIS OF EXISTING LAND USE**

### **RESIDENTIAL LAND USE**

Residential land use consists of 5,582 acres of single family land use and 43 acres of Manufactured homes land use, or more than 56 percent of gross land area of Lucas. This is the most important land use classification in Lucas. Most single-family development lies in the central portions of Lucas, taking advantage of gentle topography which is out of floodplain areas. Although there are some scattered commercial uses intermingled with single-family uses, most neighborhoods contend only with vacant lots as the only other use present. Manufactured account for 0.6 percent of total developed land area.

### **COMMERCIAL LAND USE**

Commercial land use covers a total of 505 acres or 5.13 percent of gross land area of Lucas. Sewer systems are only provided for commercial land use. The land use for schools is generally considered as non-residential and as such sewer services are provided to these facilities when absolutely necessary.

There are six different independent school districts in City of Lucas:

- McKinney ISD
- Princeton ISD
- Allen ISD
- Lovejoy ISD
- Plano ISD
- Wylie ISD

Most of the remaining commercial land uses within the city are in or in close proximity to the major roadway system. At present, there appears to be minimal conflict between commercial land uses and adjacent land uses.

### **INDUSTRIAL LAND USE (These parcels are zoned LI light industrial)**

Industrial land use covers 7 acres or 0.08 percent gross land area of the City and consists of light industrial uses along the north side of West Lucas Road. These light industrial uses have potential for conflict with adjacent future residential uses.

### **STREETS AND RIGHTS-OF-WAY**

Land which is being utilized for streets and utilities purposes approximately comprises of 965 acres, or 9.79 percent of the gross land area of Lucas. Streets do not appear to pose any conflicts with other land uses in Lucas as these uses tend to be compatible.

### **PUBLIC/SEMI-PUBLIC LAND USE**

Public and semi-public land use within Lucas covers 29 acres, or 0.30 percent of the gross land area. Most of this is utilized for city hall, cemeteries and public utilities such as water towers.

### **PARKS LAND USE**

Parks land use covers 153 acres, or 1.55 percent of the gross land area of the City. The park land use comprises of three neighborhood parks, the Lucas Community Park and two other parks located next to Lake Lavon. In general, parks are compatible with their surrounding land uses.

## **AGRICULTURAL AND OPEN SPACES LAND USE**

The remaining land use types, including agricultural and open spaces, are located randomly in the city. Agricultural and Open Spaces cover 2,570 acres or 26.08 percent of gross land in City of Lucas. In addition to lands placed in flood plain area, they also include those areas which are usually subdivided into lots with access to potable water facilities and paved streets or where surrounding development densities make agriculture or ranching less practical and where residential and other development is most likely to occur.

## **SOCIO-ECONOMIC AND MAN-MADE INFLUENCES AFFECTING LAND USE**

An analysis of the existing development activity in Lucas should examine the following basic influences: population growth, housing availability, public utilities and facilities, transportation, and development constraints posed by both the natural and man-made environment. This can then be used to better determine the influences which will define future land development in the City.

## **HOUSING**

There are presently no multi-family units in Lucas. With a steady growth in population, it is anticipated that the demand for well-constructed and well-maintained housing will continue to increase. More units are needed to be built, to provide adequate and safe housing for the growing population. The long-term results of satisfying the increasing demands for housing will increase the City's tax revenues. However, as the City's development approaches a "built out" condition, the increase in tax revenue should be expected to diminish.

## **INFRASTRUCTURE**

Various elements of Lucas' water, streets and drainage systems will need some improvements in the coming years. Future growth and appropriate levels of service depends upon having the City's water supply and distribution system, street system and the drainage system all at suitable capacity and operational level to meet expected demands.



## **PUBLIC/SEMI-PUBLIC FACILITIES**

Public facilities in Lucas include a City Hall, community center, parks, cemeteries, fire station and utility sites. As the future population increases, there will be a corresponding increase in the demand for these public facilities.

## **OTHER SERVICES**

As the population size increases, there will also be a proportional increase in the locally generated demand for retail/services. City of Lucas has about 5.85 acres of commercial land use per 100 inhabitants excluding the schools. Population growth entice growth of quality retail/service uses on the edges of the city. To avoid conflict with adjacent residential uses and minimize negative traffic impacts, future commercial uses should generally continue to be confined to peripheral areas of the city.

## **ETJ AND FUTURE ANNEXATIONS**

The extraterritorial jurisdiction of Lucas on the east side extends in some parts into the Lake Lavon. The ETJ also includes several pockets of lands scattered within the city as well as adjacent to it, figure 4.3. Additional development is anticipated to occur in the ETJ areas, as well as within the city limits.

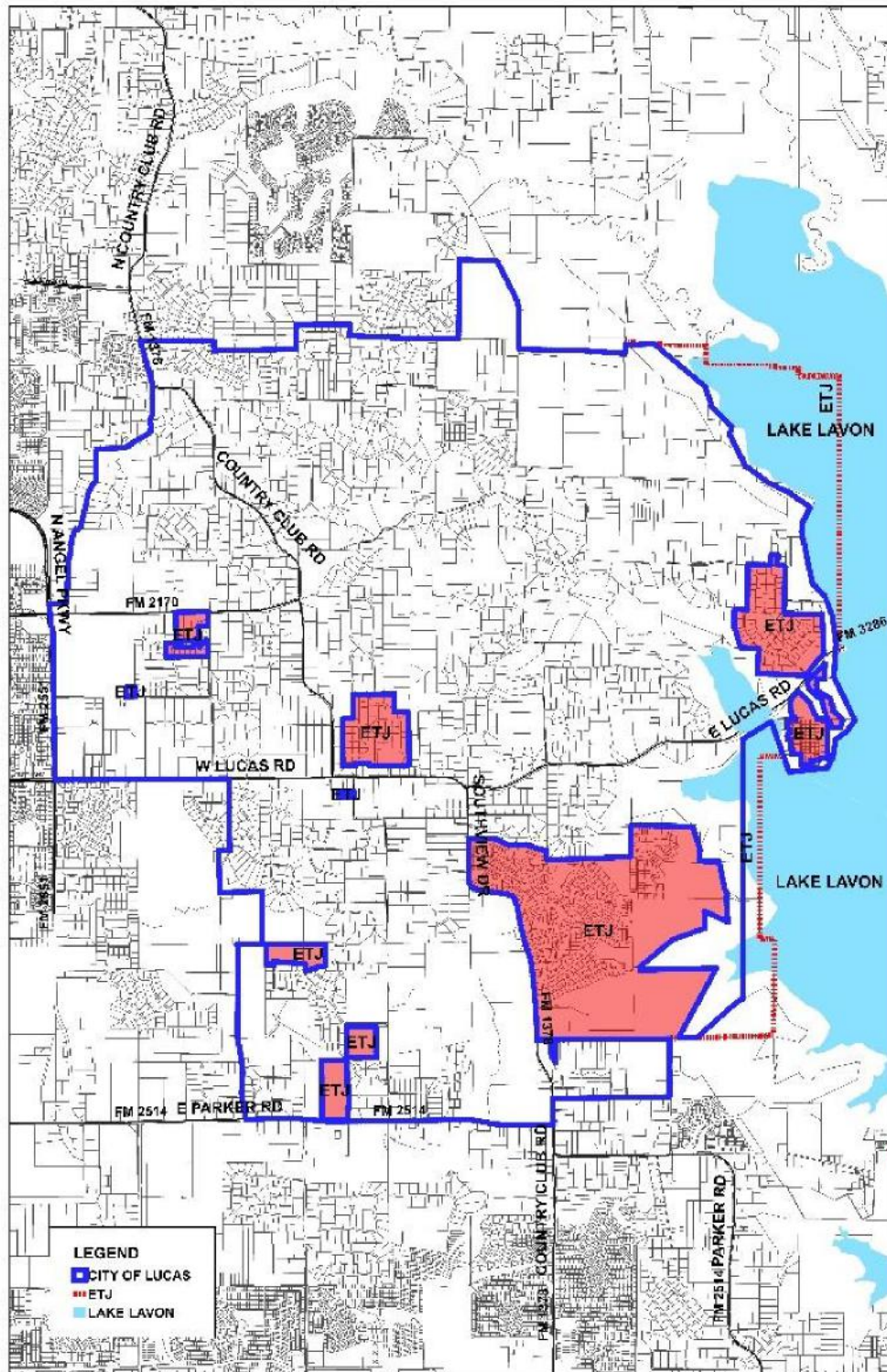


FIGURE 4.3- CITY LIMITS AND EXTRATERITORIAL JURISDICTIONS (ETJ) - CITY OF LUCAS, TEXAS

CHAPTER 4 – LAND USE

The composition of the ETJ area is presented in table 4.3 and figure 4.4. Any future large-scale residential development in the ETJ area will most probably occur to the south and east, especially adjacent to Lake Lavon. As opportunities arise, the city should favorably consider annexing those "out areas" currently within the city limits as they become available for annexation. It should be noted that development agreements are in place which preclude some of the ETJ areas from annexation at the time of preparation of this Comprehensive Plan. The available areas for annexation at this time include:

- Claremont Springs Phase 1
- Cimarron
- Edgewood Estates
- Trinity Park

TABLE 4.3- ALLOCATION OF EXISTING ETJ LAND USES

<b>LAND USE</b>	<b>ACRES</b>	<b>% OF GROSS</b>
SINGLE-FAMILY	490.88	25.54
COMMERCIAL	37.44	1.95
INDUSTRIAL	0.00	0.00
PARKS	32.39	1.69
PUBLIC/ SEMI-PUBLIC	2.15	0.11
STREETS	73.00	3.80
AGRICULTURAL AND OPEN SPACE	1286.43	66.92
TOTAL	1922.29	100.0

Source: August 2015 land use survey using aerial photography.

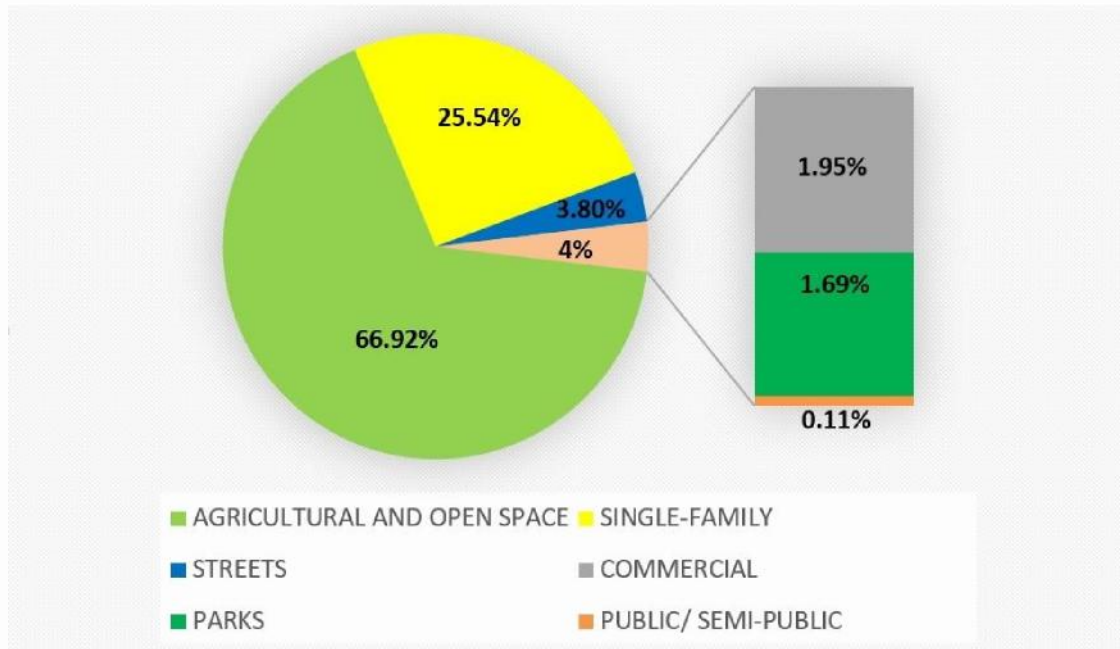


FIGURE 4.4- ALLOCATION OF EXISTING ETJ LAND USE

### ZONING AND SUBDIVISION REGULATIONS

Lucas has previously adopted zoning and subdivision ordinances. The subdivision ordinance provides the City with control over development practices within both the City and the ETJ. The zoning ordinance is used to regulate the type of land uses that can occur within the city limits. The continued monitoring of these ordinances is important to help ensure that future development activities are consistent with local development objectives.

### LAND USE GOALS AND OBJECTIVES

The main goal of Lucas concerning land use is to optimize land use in order to increase the quality of life of the residents. As a result, Lucas' goals regarding land use are to avoid traffic congestion, inadequate or obsolete utilities or services and the location of incompatible land uses adjacent to one another. The proper planning and use of land, as initiated earlier, will result in well-ordered land uses and development patterns as the City progresses.

## LOCAL GOALS AND OBJECTIVES AFFECTING DEVELOPMENT

GOAL 1. Develop the community in a manner which preserves and maintains property values and is consistent with the City's ability to serve existing and future development.

Objectives:

- Plan for reasonable demand with regard to water, street circulation and neighborhood connectors.
- Maintain the present rural atmosphere with a majority of large-lot residential development.

GOAL 2. Preserve the residential and small-town atmosphere of the community (“Keep it country”) while encouraging some quality small-scale economic development.

Objectives:

- Utilize the “Survey of selected business” as a guideline for attracting business to the community.
- Ensure that commercial and other "high activity" uses are adjacent to designated neighborhood connectors to maintain acceptable fire/emergency response times.
- Preserve peripheral areas to the south and west for future limited commercial and moderate density residential development.
- Regularly review, update (if necessary) and enforce the zoning and subdivision ordinances to minimize the intrusion of incompatible land uses.
- Promote the general health and safety of the residents of the community.

It is important to understand that the Land Use Plan for Lucas is intended to serve as a general guide for the future development of the city. It should be considered flexible in nature, rather than a rigid blueprint for future land use. The population, housing, infrastructure and land use data contained in sections of this Comprehensive Plan serve to establish the determinants for land use projections.

## **FUTURE LAND USE**

### **LAND USE PLANNING PRINCIPLES AND PROCESS**

The following principles are considered applicable to the proper designation of land for residential use:

- Residential land should be well drained and free from danger of floods.
- Residential land should be readily accessible from, but not necessarily facing, arterial or collector streets.

### CHAPTER 4 – LAND USE

- Residential land should be free from the danger of encroaching incompatible land uses.
- Residences should be able to access community facilities such as parks, schools, playgrounds and commercial facilities serving everyday needs.

Factors relating to the designation of land for commercial land uses include:

- Commercial areas must be located to maximize the use of major neighborhood connectors while minimizing excessive traffic impacts on residential roads and neighborhoods.
- Commercial areas should be limited and compact.
- Commercial areas must allow for safe automobile/pedestrian access and circulation. (Commercial areas require sidewalks per our adopted regs)
- Commercial areas must be designed to avoid blighting effects on adjacent residential land and must be kept from encroaching on other sensitive land uses.

The proposed locations for commercial activities on the periphery of the community is acceptable both in terms of decreasing traffic stresses on central area roadways while providing accessibility to area customers. Commercial areas, if properly developed with landscaping programs and a developed access route to remove consumer traffic from through traffic, can be an asset to a community. It is with these factors in mind that the following principles were established for the planning of commercial areas:

## CHAPTER 4 – LAND USE

- Commercial land uses should be formed into compact developments, avoiding "strip commercial" growth.
- Avoid the occurrence of scattered commercial development along major highways. Commercial activities should be consolidated into a few well organized areas to take maximum advantage of utilities and services and to promote the economic well-being of the total business community.
- Adequate off-street parking and access should be utilized for commercial areas to decrease potential congestion and safety hazards.
- Avoid commercial growth on both sides of heavily traveled highways unless adequate traffic control can be provided.

As the City of Lucas grows, future fire stations and emergency sites should be located to minimize the response time in accordance to National Fire Protection Association (NFPA) standards.

In order to formulate, adopt and implement a plan that accomplishes the foregoing overall goals and objectives, it is important to incorporate certain basic planning principles and processes into the local future land use planning effort. The Future Land Use Plan expresses projections that are based on sound planning principles, recognizing and supporting existing land uses, community facilities and physical features.

The plan for Lucas suggests that certain areas be reserved and developed for various land uses. Selecting the pattern and distribution of future land use is best accomplished through:

1. The analysis of existing land use characteristics
2. The effects of existing infrastructure
3. The location of existing neighborhood connectors
4. The application of recognized planning principles

## CHAPTER 4 – LAND USE

These characteristics and principles, then, establish a process by which to judge the most optimum and best land use base on local, community-wide standards. There are two advantages of going through such a process. First, it results in a land use plan for the City as represented by the Future Land Use Map. The Future Land Use Map can be used to assure that individual decisions follow a comprehensive pattern. It also helps in the sensitive but necessary evaluation of change with respect to public and private benefits.

Second, the establishment of this planning process provides the City with a method of logically making subsequent land use decisions. It is important to reiterate that the Future Land Use Plan does not attempt to set the specific use for each and every parcel in the planning area.

### **RECOMMENDED ASSIGNMENT OF LAND USES**

#### **RESIDENTIAL LAND USE REQUIREMENTS**

The assignment of land uses is then based upon the goals, objectives and planning principles previously stated. It is anticipated that new residential uses will be built as (1) new subdivisions close to or within current city limits, as (2) larger lot development in sparsely populated areas adjacent to Lake Lavon and the ETJs, and as (3) in-fill development/redevelopment. As one moves further west and south, residential densities transition from larger lots of two or more acres, to lots of one and one-half acres, one acre and finally, in very limited peripheral areas adjacent to major roadways, moderate density developments of approximately one-third acre. By establishing this hierarchy of development density, any negative effect of higher traffic volumes and through traffic movement on lower density residential neighborhoods, will essentially be eliminated.

#### **COMMERCIAL LAND USE REQUIREMENTS**

Future commercial land use allocations in Lucas should focus on peripheral locations of the city to minimize traffic impacts on residential areas, reduce the potential for incompatibility of land uses, and minimize subsequent potential adverse effects. Business development generally along South Angel Parkway, Estates Parkway and Southview



## CHAPTER 4 – LAND USE

Drive will serve local needs with limited impacts to commuter and passerby highway traffic.

### **INDUSTRIAL LAND USE REQUIREMENTS**

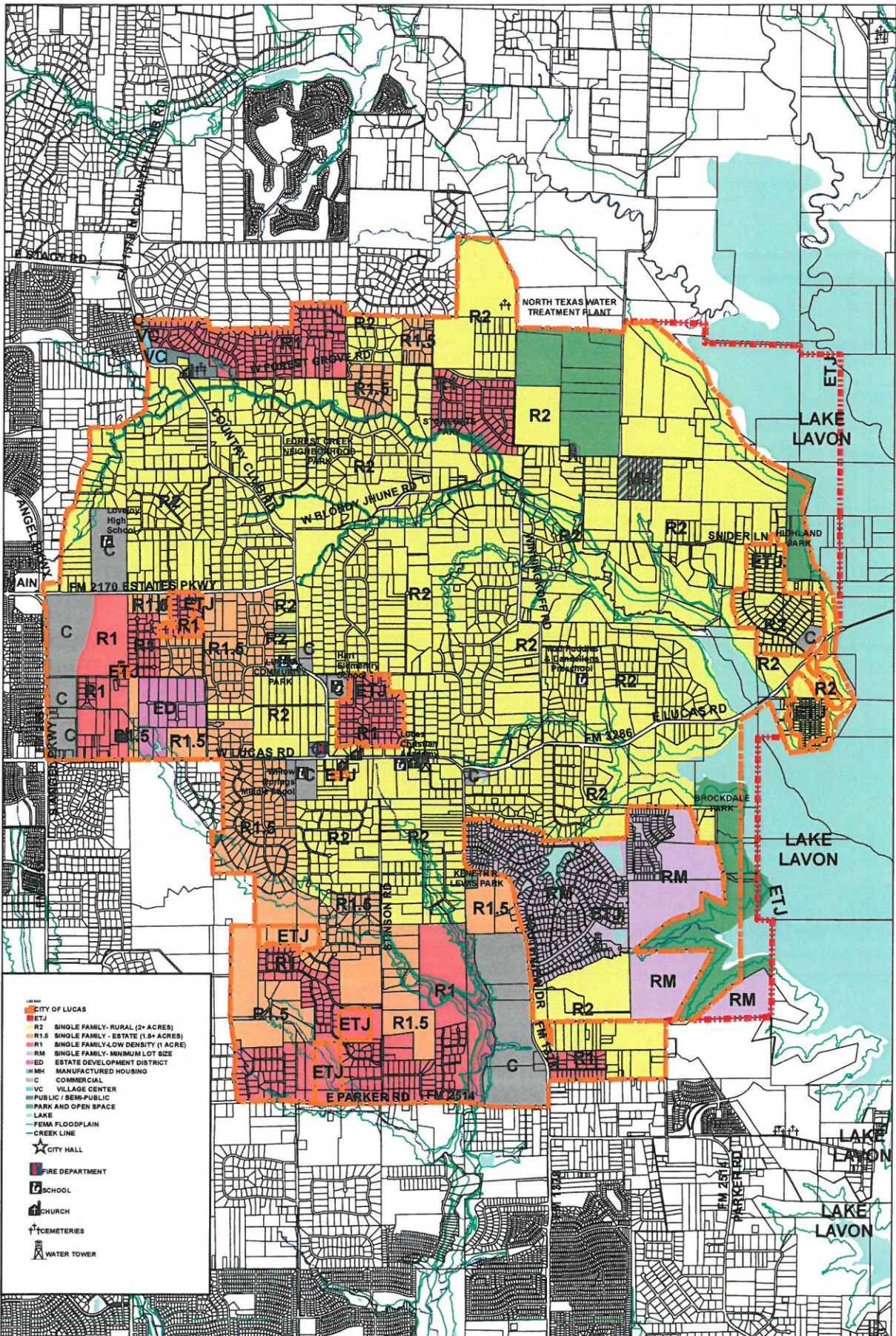
No provision is made for future industrial development in Lucas. There are no perceived benefits to the City in preserving areas for future industrial development.

### **PARKS REQUIREMENTS**

With respect to parks and open space, local opportunities for residents exist in Lucas. Expanded recreation options can be a benefit if operating and maintenance costs are held to manageable levels. Because of its limited tax base, Lucas should only expand park and open space facilities where and to what extent they are deemed needed.

### **RECOMMENDED LAND USE PLAN**

The future land use plan which has been developed for Lucas is included on figure 4.5. A current delineation of existing conditions in both graphic and tabular form will not only allow for an up-to-date analysis of needs but will also allow for a measurement of success in achieving the Plan. Further, the Future Land Use Map should be used as a guide only to keep incremental changes of the community in perspective. The individual decisions which actually shape the community, however, should be evaluated with respect to the characteristics and principles discussed throughout this document. Exception to this plan can be made and can be acceptable on a case by case basis where the greater good of the community is enhanced.



**FIGURE 4.5**  
**FUTURE LANDUSE MAP**  
**CITY OF LUCAS**



**METROPOLITAN INFRASTRUCTURE, PLLC**  
 Engineering/Environmental/Construction Management Services  
 9601 White Rock Trail - Suite 204 Dallas, Texas 75238  
 (214) 341-1501 OFFICE (214) 341-1640 FAX  
 Texas Registered Firm # 6939  
[www.metroinfrastructure.com](http://www.metroinfrastructure.com)



**FIGURE 4.1**  
**AERIAL PHOTOGRAPHY**  
**CITY OF LUCAS**



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# City of Lucas City Council Agenda Request June 16, 2016

Requester: Public Works Director/City Engineer Stanton Foerster

## **Agenda Item:**

Consider authorizing the City Manager to enter into a Cooperative Purchasing Interlocal Agreement with the City of Garland, Texas.

## **Background Information:**

The purpose of this agreement is to allow the City of Lucas to purchase fire hydrant and waterline valve maintenance through the City of Garland. Once this agreement is in place, staff will bring a contract before the City Council for consideration with a specific dollar amount associated with fire hydrant and waterline valve maintenance.

## **Attachments/Supporting Documentation:**

1. Lucas-Garland Cooperative Purchasing Interlocal Agreement

## **Budget/Financial Impact:**

None at this time.

## **Recommendation:**

Proceed as presented

## **Motion:**

I make a motion to approve/deny authorizing the City Manager to enter into a Cooperative Purchasing Interlocal Agreement with the City of Garland, Texas.

## **COOPERATIVE PURCHASING INTERLOCAL AGREEMENT**

This agreement made and entered into as of the date written below, by and between City of Garland, Texas (hereinafter called "THIS GOVERNING BODY"), City of Lucas, Texas another governmental entity as defined under § 791.003. of Texas Governmental Code, Interlocal Cooperation Contracts, (hereinafter called "COOP ENTITY") each acting by and through its duly authorized officials:

WHEREAS, THIS GOVERNING BODY and COOP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which THIS GOVERNING BODY and COOP ENTITY may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of THIS GOVERNING BODY and COOP ENTITY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; THIS GOVERNING BODY and COOP ENTITY agree as follows:

1. THIS GOVERNING BODY and COOP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. THIS GOVERNING BODY and COOP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. THIS GOVERNING BODY and COOP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. THIS GOVERNING BODY and COOP ENTITY shall keep each other informed of any changes to the contracts, rules, regulations or statutes which affect any purchase arrangement planned or in place between the parties.
4. The Agreement shall be in full force and effect until terminated by either party;

5. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity;

6. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto;

7. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**THE CITY OF LUCAS, TEXAS**

**THE CITY OF GARLAND, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Gary L. Holcomb, CPPO, C.P.M.

Title: \_\_\_\_\_

Title: Director of Procurement

City of Garland

PO Box 469002

Garland, TX 75040

972-205-2425

gholcomb@garlandtx.gov

# City of Lucas

## City Council Agenda Request

### June 16, 2016



Requester: Public Works Director/City Engineer Stanton Foerster

#### **Agenda Item:**

Discuss and provide direction to the City Manager regarding remaining funding for Street Maintenance for Summer 2016.

#### **Background Information:**

Improvements Roads (11-8210-301) has a remaining balance of approximately \$91,940.40 that has not been allocated. So far in FY 15-16, the original \$750,000 has been identified for the following projects:

1. Wendy Lane Culvert -- \$164,159.60 for design and construction.
2. Roadway Edge Level-Up -- \$14,800 for Graham Lane, Christian Lane, Lakeview Drive, and Wendy Lane.
3. APAC Work -- \$468,960 for Ingram Lane, Lewis Lane, Snider Lane, and Stinson Road.
4. Collin County -- \$10,140 for Lewis Lane.

Total allocated or spent: \$658,059.60

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

None

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

Street Maintenance for Summer 2016 by APAC is fully funded by Improvements Roads (11-8210-301).

#### **Recommendation:**

Finishing the milling and overlay work on Estelle Lane and mill and overlay Moonlight Trail.

#### **Motion:**

I make a motion to allow the City Manager to enter into a contract with APAC for an additional \$91,730 for the milling and overlaying of Estelle Lane and Moonlight Trail for a total not to exceed of \$560,690.



# City of Lucas City Council Agenda Request June 16, 2016

Requester: City Councilmember Debbie Fisher

## **Agenda Item:**

Discuss and consider roadside parking and public safety in the vicinity of Kelly Farm Burger Stand located at 1989 West Lucas Road.

## **Background Information:**

There was a concern Friday, June 3, 2016, regarding the parking situation and public safety along W Lucas Road caused by patrons of the Kelly Farm Burger Stand. They were parking along W Lucas Road on the shoulders and in the grass. The northern side of the roadway is in the Lucas city limits, and the southern half of the roadway is in extraterritorial jurisdiction of the City of Parker. Zoning requirements preclude this establishment from being located within the city limits of the Cities of Parker and Lucas. The customer activity was higher than usual possibly because of a news story on a local television station.

Major Scotty Morrison from the Collin County Sheriff's Office visited the stand and reported the following to City Manager Joni Clarke, "All the cars are legally parked on the shoulder of the roadway. I have asked them to move into the parking lot, but that is almost full. Most everyone is attempting to park in the parking lot now. We may suggest to the city about putting up some no parking on the shoulders. I will also pass on to B shift and ask them to drive by and check on the situation. For now all cars on north side of road are gone. There are about 10 - 12 cars still on south side of road, which is the side the burger place is on."

## **Attachments/Supporting Documentation:**

None

## **Budget/Financial Impact:**

None

## **Recommendation:**

None

## **Motion:**

I make a motion...





# City of Lucas Council Agenda Request June 16, 2016

**Requester:** Development Services Director Joe Hilbourn

## **Agenda Item:**

Consider authorizing the City Manager to enter into a Development Agreement between the City of Lucas and BlueSky Development LLC for a parcel of land situated in the Calvin Boles Survey, Abstract A0028, Tract 224 being all of a 63.6930 acres of land located east of the intersection of Orr Road and Lucas Creek Drive.

## **Background Information:**

BlueSky Development LLC is interested in developing the 63.6930 acre property located east of the intersection of Orr Road and Lucas Creek Drive. They have asked for a Development Agreement requesting frontage relief on three lots, which will be over-sized almost 9 acres in size. Staff would like the Developer to repave and complete base repairs on East Winningkoff Road and Orr Road with reimbursement of impact fees not to exceed the amount that is collected for road impact fees.

## **Attachments/Supporting Documentation:**

1. Development Agreement
2. Proximity map

## **Budget/Financial Impact:**

N/A

## **Recommendation:**

1. Approve as presented or suggest changes deemed necessary.

## **Motion:**

I make a motion to approve/deny authorizing the City Manager to enter into a Development Agreement between the City of Lucas and BlueSky Development LLC for a parcel of land situated in the Calvin Boles Survey, Abstract A0028, Tract 224 being all of a 63.6930 acres of land located east of the intersection of Orr Road and Lucas Creek Drive.

**STATE OF TEXAS           §**  
**§       DEVELOPMENT AGREEMENT**  
**COUNTY OF COLLIN       §**

This Development Agreement (“Agreement”) is executed this \_\_\_\_ day of June 2016, by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas (“City”), and BlueSky Development, LLC, duly qualified to transact business in the State of Texas (“Owner”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, BlueSky, LLC, is the owner of the Property, which is located in Lucas, Texas, and which Owner desires to develop the Property in accordance with the Development Regulations and other applicable City ordinances, including the construction of Public Improvement; and

**WHEREAS**, Owner intends to develop the Property and to design and construct certain Roadway Improvements, on and for the benefit of the Property; and

**WHEREAS**, in association with the construction of the Development, the Parties find it to be in their mutual benefit and interest that Owner construct or cause to be constructed Roadway Facilities that consist of following two areas: (1) Orr Road from E. Winningkoff Rd (approximately 2575 feet); (2) E. Winningkoff Rd from Orr Rd to the east end of the Development (approximately 1056 feet).

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

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows

**Article I**  
**Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article I unless the context clearly indicates a different meaning:

“City” shall mean City of Lucas, Texas.

“City Engineer” shall mean City of Lucas City Engineer, or designee.

“Commencement of Construction” shall mean that: (i) the Construction Documents have

been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Roadway Facilities; (ii) all necessary permits for the construction of the Roadway Facility pursuant to the Construction Documents therefore have been issued by all applicable governmental authorities; and (iii) grading of the Roadway Facilities has commenced.

“Completion of Construction” shall mean: (i) the Roadway Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the respective Roadway Facilities have been accepted by City.

“Construction Documents” shall mean the plans and specifications submitted for the design, installation and construction of the Roadway Facilities, as approved by City Engineer.

“Owner” shall mean BlueSky Development, LLC. and any subsequent owner of any portion of the Property.

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

“Force Majeure” shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, adverse market conditions, governmental approvals, laws, regulations, or restrictions, or other cause beyond the control of the Party.

“Property” shall mean the real property described and depicted in Exhibits “A-1” and “A-2” attached hereto.

“Roadway Facilities” shall mean the design and construction of the road base and resurface (asphalt) of Orr Rd and E. Winningkoff Road. The base shall be twenty six (26) feet wide and a sub-grade consisting of five percent (5%) cement stabilized base. The pavement shall be a minimum of three (3) inches thick and twenty four (24) feet wide of Type D asphalt concrete pavement (ACP) in accordance with the current City of Lucas Standard Construction Details and as depicted in Exhibit “C” in accordance with the Construction Documents.

## **Article II Term; Termination**

The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

## **Article III Roadway Facilities**

3.1 Roadway Facilities. At the time building permits have been issued for the construction of residential homes on 75% of the lots shown on the conceptual plan attached hereto as Exhibit “B”, the Owner shall cause the Commencement of Construction of the Roadway Facilities. Owner shall cause the Completion of Construction to occur with 180 days after the Commencement of Construction. Subject to events of Force Majeure, Owner agrees to design and

construct the Roadway Facilities in accordance with the applicable standards, ordinances, and regulations adopted by the City (“City of Lucas Standard Construction Details”). Owner shall submit plans for the design and construction of the Roadway Facilities (“Construction Plans”) to the City Engineer for review and approval. Subject to extensions for delay or caused by events of Force Majeure and to the City’s approval of the Approved Plans, Owner agrees, at Owner’s sole cost, to construct or cause the construction of the Roadway Facility. Upon Completion of Construction Owner shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document the actual costs of the design and construction of the Roadway Facilities.

3.2 City’s Participation. The City will collect impact fees in connection with the issuance of building permits for improvements on the lots shown on the conceptual plan attached hereto as Exhibit “B” and reimburse the Owner for the construction costs of Roadway Facility after the Completion of Construction and the City verification of such costs. City agrees to pay Owner in an amount not to exceed \$88,000 (the “City’s Cost Participation”). Owner shall be responsible for any costs that exceed the city’s Cost Participation Amount.

3.3 Maximum Participation. In no case shall the City Cost Participation to the Roadway Facility exceed thirty percent (30%) of the actual costs of design, engineering, site preparation and construction of any improvements, including buildings or the Roadway Facility itself, on the Property as required by the development regulations, whether constructed by Owner or another party (“the Development Infrastructure”), unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

#### **Article IV General**

4.1 Early Plat Recording. Owner may record a final plat before the Roadway Facilities are completed and accepted by the City..

#### **Article V Termination**

This Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of notice thereof.

**Article VI**  
**Miscellaneous**

6.1 Release. Upon the full and final satisfaction by City and Owner of their respective obligations contained herein, City and Owner shall execute and record, in the Deed Records of Collin County, a release of City and Owner from their obligations set forth herein.

6.2 Books and Records. Owner and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, until acceptance of the Project by City.

6.3 Indemnification/Hold Harmless. **OWNER DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM OWNER'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

6.4 Project Plans. Except as otherwise provided herein, prior to Commencement of Construction, Owner shall submit all Construction Documents for all Roadway Facilities to City Engineer for review and approval.

6.5 Compliance with Laws. Except as otherwise provided herein, Owner shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

6.6 Successors and Assigns. All obligations and covenants of Owner under this Agreement shall be binding on Owner, its successors and permitted assigns. Owner may not assign this Agreement without the prior written consent of City, which shall not be unreasonably withheld.

6.7 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto.

6.8 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.10 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after it is sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for Owner, to:

BlueSky Development, LLC.  
Attn: Justin Lamothe  
Scott Wigginton  
1420 W. Exchange, ste 120  
Allen, Texas 75013

If intended for City, to:

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

With a copy to:

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

6.11 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary, agreements between the Parties and relating to the matters in this Agreement.

6.12 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.14 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.15 Recitals. The recitals to this Agreement are incorporated herein and are found to

be true and correct.

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

6.17 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.18 Survival of Covenants. The representations, warranties, covenants, and obligations of Owner set forth in this Agreement shall survive termination.

6.19 Recordation of Agreement. An original of this Agreement shall be recorded in the Deed Records of Dallas County, Texas.

6.20 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

6.21 Effective Date. The effective date of this Development Agreement shall be the date on which this Development Agreement is approved by the City Council of the City.

*(signature page to follow)*

EXECUTED as of the date first above written.

**CITY:**

**CITY OF LUCAS, TEXAS**

**OWNER:**

**BlueSky Development, LLC.**

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

By \_\_\_\_\_  
Justin Lamothe, Managing Member

Approved as to Form:

By \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me on the \_\_\_\_ day of June, 2016, by Jim Olk, Mayor of City of Lucas, Texas, a municipal corporation on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me on the \_\_\_\_ day of, 2016, by Justin Lamothe, Managing Member BlueSky Development, LLC., on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas





EXHIBIT "A-2"  
LEGAL DESCRIPTION

DESCRIPTION 63.693 ACRES

SITUATED in the City of Lucas, Collin County, Texas, in the Calvin Boles survey, abstract no. 28, being a survey of the 63.686 acre tract described in a deed from North Texas Municipal Water District to Karl G. Anderson, Jr., dated August 26, 2003, recorded in volume 5494, page 10675 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a mag nail found at the northwest corner of said 63.686 acre tract, in the center of Orr Road(north-south paved road);

THENCE South 89°03'30" East, with the north line of said 63.686 acre tract, 1446.37 feet to a 5/8" iron pin found at the northeast corner of said 63.686 acre tract;

THENCE southerly with the east line of said 63.686 acre tract as follows:  
South 01°26'58" West, 790.42 feet to a 5/8" iron pin found;  
South 00°01'27" East, 966.20 feet to a 3/4-inch iron pin found;  
South 02°04'44" West, 149.90 feet to a 1/2" pipe found;  
South 01°55'36" West, 23.56 feet to a 3/8" iron pin found at the southeast corner of said 63.686 acre tract; same being in East Winningkoff Road(paved road);

THENCE westerly with the south line of said 63.686 acre tract as follows:  
North 88°11'48" West, generally with near the center of said East Winningkoff Road, 713.27 feet to a mag nail set;  
North 86°38'54" West, with said East Winningkoff Road, passing the intersection of said East Winningkoff Road and said Orr Road at or near 270 feet and continuing with said Orr Road, in all 751.01 feet to a P.K. nail found at the southwest corner of said 63.686 acre tract;

THENCE northerly with the west line of said 63.686 acre tract and generally near the center of said Orr Road as follows:  
North 01°28'48" East, 1185.45 feet to a mag nail set;  
North 00°57'05" East, 702.17 feet to the PLACE OF BEGINNING and containing 63.693 acres.

EXHIBIT "B"  
Conceptual Plan

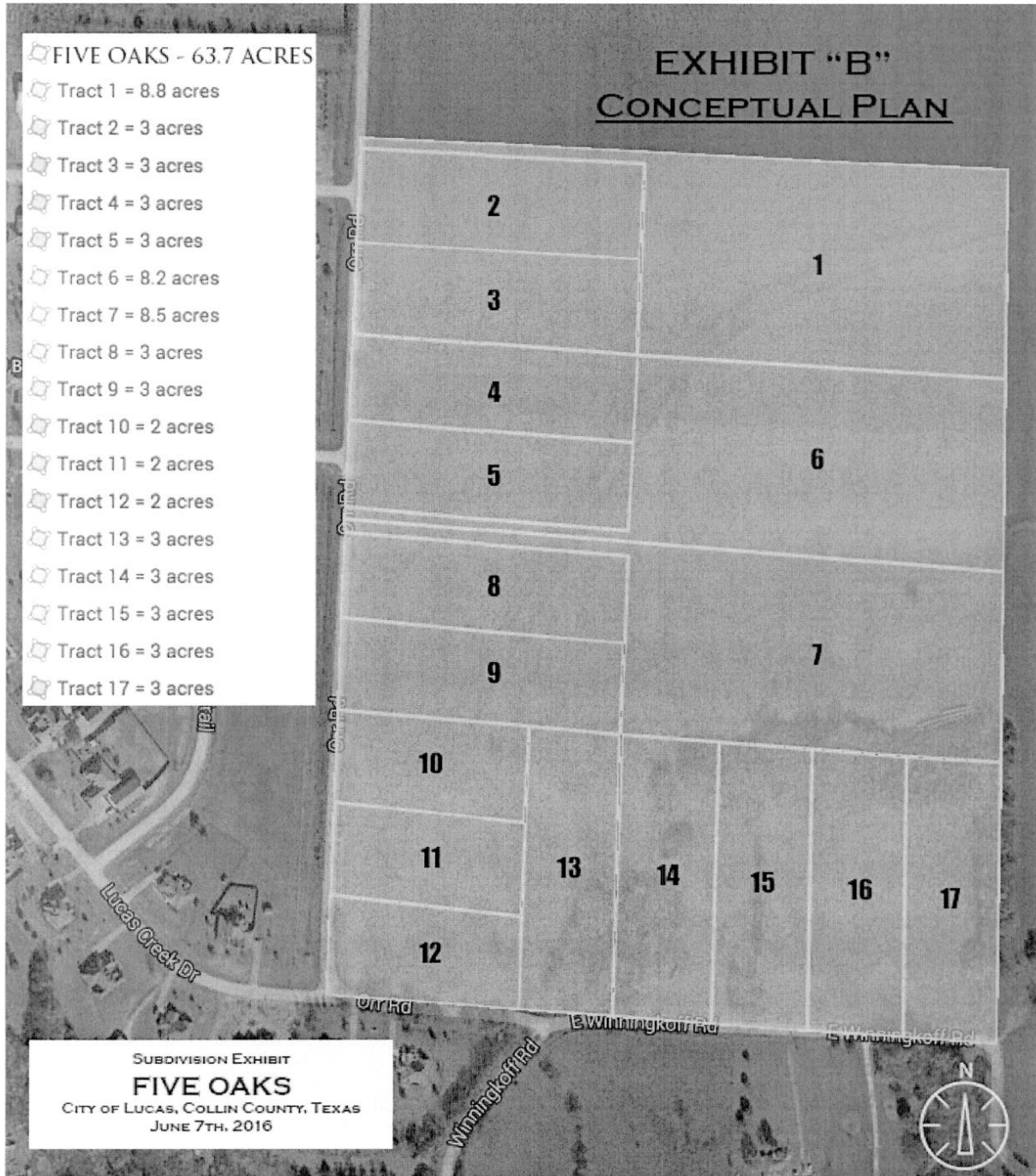
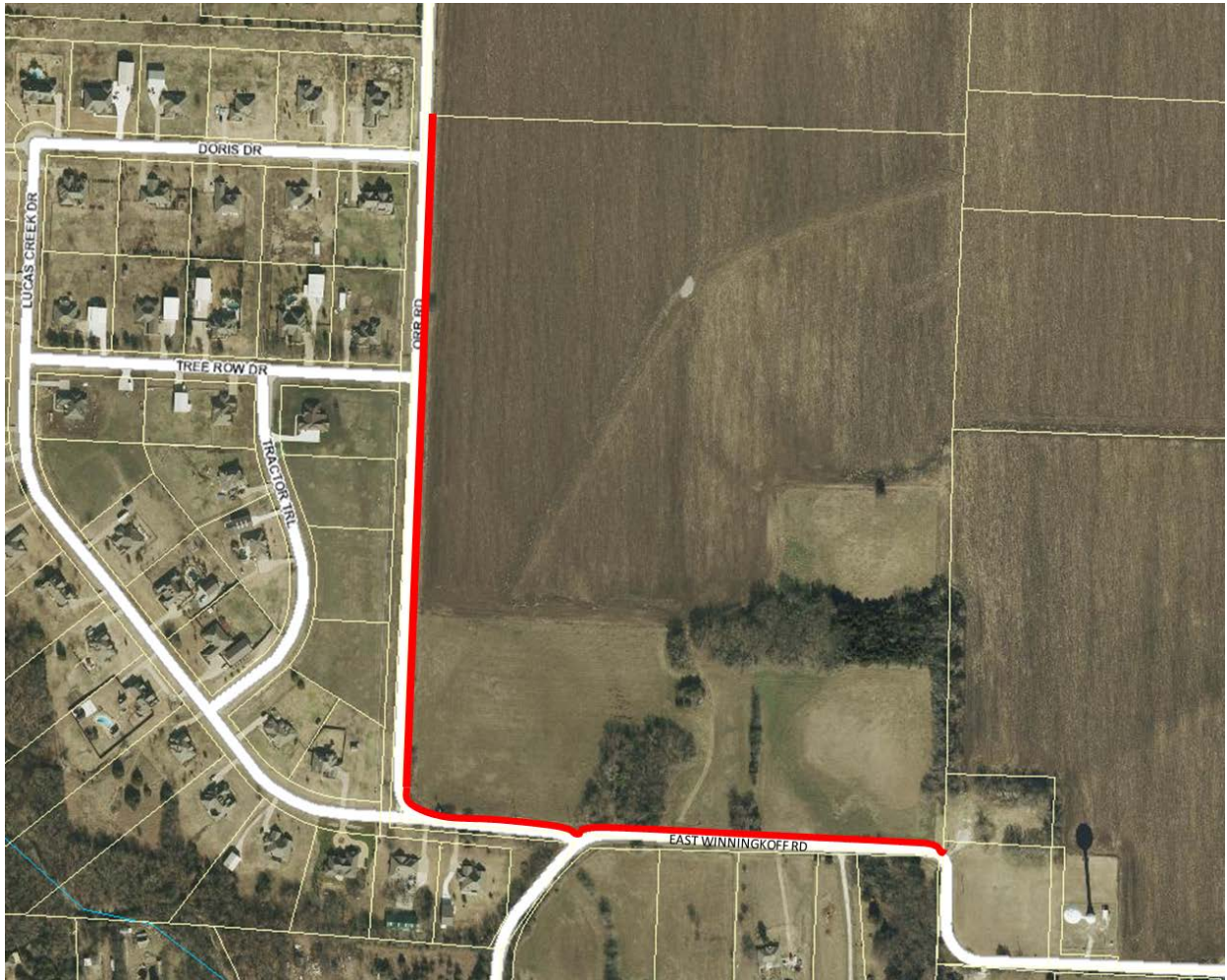
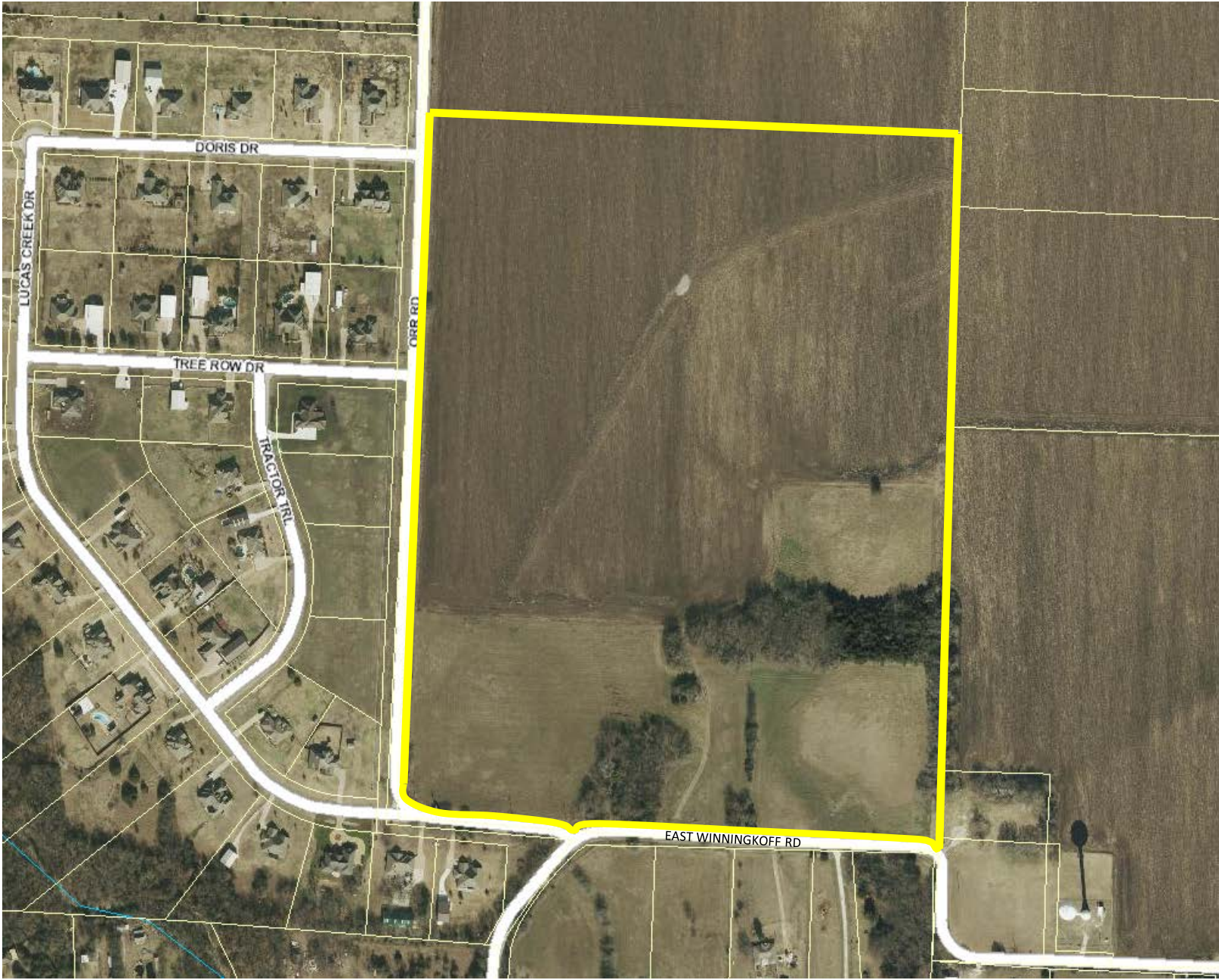


EXHIBIT "C"



**BlueSky Development, LLC**  
63.6930 acres





# City of Lucas Council Agenda Request June 16, 2016

Item No. 11

Requester: Mayor Pro Tem Peele

**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