



## **AMENDED AGENDA**

### **City of Lucas City Council Meeting May 16, 2019 7:00 PM**

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

*Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, May 16, 2019 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

#### **Conduct Oath of Office**

---

1. Administer the Oath of Office to incoming candidates, Councilmember Debbie Fisher, Seat 5 and Mayor Pro Tem Kathleen Peele, Seat 6. (City Attorney Joe Gorfida)

#### **Citizen Input**

---

*The Citizen 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 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.*

2. 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.*

3. Items of Community Interest. (Mayor Jim Olk)
  - A. Presentation of Proclamation to the Blacksheep Motorcycle Club for Motorcycle Safety and Awareness Month.
  - B. Report from Mayor Olk regarding meeting with Congressman Van Taylor.

- C. Discuss HB 281 introduced in the 86<sup>th</sup> Legislative Session relating to the use by a political subdivision of public money for lobbying activities including participation in lobbying organizations and provide guidance to City Staff.
- D. Discuss other pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

## **Consent Agenda**

---

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

- 4. Consent Agenda:
  - A. Approval of the minutes of the April 18, 2019 City Council meeting. (**City Secretary Stacy Henderson**)
  - B. Consider amending the Fiscal Year 18/19 budget 11-4914 insurance proceeds in the amount of \$24,330 and associated expense account 11-6999-231 Facility Maintenance for property damage repairs for the hail storm that occurred on March 25, 2019. (**Finance Director Liz Exum**)
  - C. Consider amending the Fiscal Year 18/19 budget 11-4914 insurance proceeds in the amount of \$14,499 and associated expense accounts 11-6212-232 Vehicle Maintenance \$7,177; 11-6209-232 Vehicle Maintenance \$4,280; 11-6300-232 Vehicle Maintenance \$3,042 for property damage repairs for the hail storm that occurred on March 25, 2019. (**Finance Director Liz Exum**)

## **Executive Session Agenda**

---

*Pursuant to Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.*

- 5. The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.074, Personnel Matters, to conduct interviews of Board of Adjustment applicants and discuss Board of Adjustment appointments. (**Mayor Jim Olk**)
- 6. Reconvene from Executive Session and take any action necessary as part of the Executive Session. (**Mayor Jim Olk**)

## **Public Hearing Agenda**

---

- 7. Public hearing to consider adopting Ordinance 2019-05-00892 approving a specific use permit request by Jaclynn and Donnie Cauthorn, property owners of 1622 Snider Lane to allow a kitchen and food preparation area in an accessory building with habitable space. (**Development Services Director Joe Hilbourn**)
  - A. Presentation by Development Services Director Joe Hilbourn
  - B. Conduct public hearing
  - C. Take action regarding the proposed specific use permit request

## Regular Agenda

---

8. Consider aircraft noise being generated by aircraft departing and arriving at the McKinney National Airport. **(Mayor Jim Olk, City Manager Joni Clarke)**
9. Consider the request by Michelle Tillotta with LGA Engineering on behalf of the Collin County Water Control and Improvement District No. 3 for approval of a minor plat for the extension of Osage Lane for access to Inspiration Phases 6 and 7a, a tract of land being part of the Leroy Farmer Survey ABS# 334, being 1.821 acres partially in the City of Lucas, and partially in the City of Lucas ETJ creating a variable width right of way dedicated for public use. **(Development Services Director Joe Hilbourn)**
10. Consider the request by Dr. Amin Ashfour for approval of a site plan, landscape plan, and architectural elevations for Lot 3R-1 of the Lucas Ranch Addition being 3.029 acres of a 7.234-acre tract of land zoned Village Center (VC) and located in the Gabriel Fitzhugh Survey of Abstract A0318, Tract 9, otherwise known as 2690 Country Club Road, Lucas, Texas. **(Development Services Director Joe Hilbourn)**
11. Consider the request by David K. Kochalka, P.E. with Kimley Horn and Associates on behalf of Wendy Farms Estates for approval of a minor replat changing two lots of record into three lots located in the John W. Kerby Survey, ABS #505, and being 10.641 acres of land, currently known as Lots 2 and 3 Tokalaun Park and Estuary. **(Development Services Director Joe Hilbourn)**
12. Consider authorizing the City Manager to negotiate and enter into a development agreement for the construction of an off-site drainage facility for an assisted living, memory care and retirement community on a 10-acre parcel of land of a called 17.0026-acre tract of land located in the William Snider Survey, Abstract number A0821 Tract 16. **(Development Services Director Joe Hilbourn)**
13. Consider amending the Fiscal Year 18/19 budget 11-General fund balance in the amount of \$15,000 and associated expense account 11-8999-200 Building improvements for the replacement of OSSF (on site sewerage facilities) at City Hall. **(Development Services Director Joe Hilbourn)**
14. Consider Joint Resolution No. 2019-13(R) between the Cities of Lucas, Texas and Wylie, Texas clarifying the common boundary line. **(Mayor Pro Tem Kathleen Peele, City Engineer Stanton Foerster)**
15. Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 6, 2019 and ending May 31, 2020. **(Mayor Jim Olk)**
16. Consider establishing a Farmers Market in the City of Lucas. **(Councilmember Tim Baney)**
17. Consider and discuss preliminary plat, engineering, and drainage for 11.9-acre, five residential lot subdivision known as the The Farmstead (formally known as Benton Stables/Lee Estates) located on the north side of the Estates Parkway (FM 2170) and Ingram Lane intersection at 1890 Estates Parkway. The approval of the preliminary plat is not part of this agenda item. **(Mayor Pro Tem Kathleen Peele, Councilmembers Debbie Fisher and Steve Duke)**
18. Adjournment.

## **Certification**

---

*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on May 13, 2019.*

---

*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 Kent Souriyasak at 972.912.1213 or by email at [kent@lucastexas.us](mailto:kent@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas Council Agenda Request May 16, 2019

Requester: City Attorney Joe Gorfida

## **Agenda Item Request**

---

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

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

N/A

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas City Council Agenda Request May 16, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

---

Citizen Input

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

3. Items of Community Interest.
  - A. Presentation of Proclamation to the Blacksheep Motorcycle Club for Motorcycle Safety and Awareness Month.
  - B. Report from Mayor Olk regarding meeting with Congressman Van Taylor.
  - C. Discuss HB 281 introduced in the 86<sup>th</sup> Legislative Session relating to the use by a political subdivision of public money for lobbying activities including participation in lobbying organizations and provide guidance to City Staff.
  - D. Discuss other pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

#### **Background Information**

---

NA

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

---

1. Proclamation
2. Proposed House Bill 281

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

NA



# Proclamation

## *Motorcycle Safety and Awareness Month*

WHEREAS, we are finding more and more citizens involved in motorcycling on the roadways of our country; and

WHEREAS, motorcyclists are unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, though a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, we urge all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE I, Jim Olk, Mayor of the City of Lucas do hereby proclaim the month of May 2019 as Motorcycle Safety and Awareness Month in the City of Lucas, and urge all residents to do their part to increase safety and awareness in our community.

PROCLAIMED, this 16<sup>th</sup> day of May 2019.

---

*Jim Olk, Mayor*

---

*Stacy Henderson, City Secretary*



By: Middleton

H.B. No. 281

A BILL TO BE ENTITLED

AN ACT

relating to the use by a political subdivision of public money for lobbying activities.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 89.002, Local Government Code, is transferred to Chapter 556, Government Code, redesignated as Section 556.0056, Government Code, and amended to read as follows:

Sec. 556.0056 [~~89.002~~]. LOBBYING ACTIVITIES; ASSOCIATIONS AND ORGANIZATIONS [~~STATE ASSOCIATION OF COUNTIES~~]. (a) This section applies to any political subdivision, including a regional mobility authority, toll road authority, or transit authority.

(b) The governing body of a political subdivision may not spend public money to directly or indirectly influence or attempt to influence the outcome of any legislation pending before the legislature. This subsection does not prevent:

(1) an officer or employee of a political subdivision from providing information for a member of the legislature or appearing before a legislative committee at the request of the committee or the member of the legislature;

(2) an elected officer of a political subdivision from advocating for or against or otherwise influencing or attempting to influence the outcome of legislation pending before the legislature while acting as an officer of the political subdivision; or

(3) an employee of a political subdivision from

1 advocating for or against or otherwise influencing or attempting to  
2 influence the outcome of legislation pending before the legislature  
3 if those actions would not require a person to register as a  
4 lobbyist under Chapter 305.

5 (c) The governing body of a political subdivision  
6 ~~[commissioners court]~~ may spend, in the name of the political  
7 subdivision [county], public money ~~[from the county's general fund]~~  
8 for membership fees and dues of a nonprofit state association or  
9 organization of similarly situated political subdivisions only  
10 ~~[counties]~~ if:

11 (1) a majority of the governing body ~~[court]~~ votes to  
12 approve membership in the association or organization;

13 (2) the association or organization exists for the  
14 betterment of local ~~[county]~~ government and the benefit of all  
15 local ~~[county]~~ officials;

16 (3) the association or organization is not affiliated  
17 with a labor organization;

18 (4) neither the association or organization nor an  
19 employee of the association or organization directly or indirectly  
20 influences or attempts to influence the outcome of any legislation  
21 pending before the legislature ~~[, except that this subdivision does~~  
22 ~~not prevent a person from providing information for a member of the~~  
23 ~~legislature or appearing before a legislative committee at the~~  
24 ~~request of the committee or the member of the legislature]~~; and

25 (5) ~~[neither]~~ the association or organization does not  
26 ~~[nor an employee of the association]~~ directly or indirectly  
27 contribute ~~[contributes]~~ any money, services, or other valuable

1 thing to a political campaign or endorse [~~endorses~~] a candidate or  
2 group of candidates for public office.

3 (d) Subsection (c)(4) does not prevent a person from  
4 providing information for a member of the legislature or appearing  
5 before a legislative committee at the request of the committee or  
6 the member of the legislature.

7 (e) If a political subdivision engages in an activity  
8 prohibited by Subsection (b) or if [~~(b) If~~] any association or  
9 organization supported wholly or partly by payments of public money  
10 [~~tax receipts~~] from political subdivisions engages in an activity  
11 described by Subsection (c)(4) [~~(a)(4)~~] or (5), a taxpayer or  
12 resident of the [~~a~~] political subdivision that engages in the  
13 prohibited activity or that pays fees or dues to the association or  
14 organization is entitled to appropriate injunctive relief to  
15 prevent any further activity prohibited by Subsection (b) or  
16 described by Subsection (c)(4) [~~(a)(4)~~] or (5) or any further  
17 payments of fees or dues.

18 (f) A taxpayer or resident who prevails in an action under  
19 Subsection (e) is entitled to recover from the political  
20 subdivision the taxpayer's or resident's reasonable attorney's fees  
21 and costs incurred in bringing the action.

22 SECTION 2. Section 556.0056, Government Code, as  
23 redesignated and amended by this Act, applies only to an  
24 expenditure or payment of public money by a political subdivision  
25 that is made on or after September 1, 2019. An expenditure or  
26 payment of public money by a political subdivision that is made  
27 before September 1, 2019, is governed by the law in effect on the

1 date the expenditure or payment is made, and the former law is  
2 continued in effect for that purpose.

3 SECTION 3. This Act takes effect September 1, 2019.



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 04

Requester: City Secretary Stacy Henderson, Finance Director Liz Exum

#### **Agenda Item Request**

---

4. Consent Agenda:
  - A. Approval of the minutes of the April 18, 2019 City Council meeting.
  - B. Consider amending the Fiscal Year 18/19 budget 11-4914 insurance proceeds in the amount of \$24,330 and associated expense account 11-6999-231 Facility Maintenance for property damage repairs for the hail storm that occurred on March 25, 2019.
  - C. Consider amending the Fiscal Year 18/19 budget 11-4914 insurance proceeds in the amount of \$14,499 and associated expense accounts 11-6212-232 Vehicle Maintenance \$7,177; 11-6209-232 Vehicle Maintenance \$4,280; 11-6300-232 Vehicle Maintenance \$3,042 for property damage repairs for the hail storm that occurred on March 25, 2019.

#### **Background Information**

---

NA

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

---

1. Minutes of the April 18, 2019 City Council meeting

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

---

NA

#### **Recommendation**

---

City Staff recommends approval of the Consent Agenda.

#### **Motion**

---

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



**City of Lucas  
City Council Meeting  
May 2, 2019  
7:00 P.M.**

**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 Pro Tem Kathleen Peele  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Debbie Fisher

**Staff Present:**

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

**City Councilmembers Absent:**

Mayor Jim Olk  
Councilmember Wayne Millsap  
Councilmember Philip Lawrence

Mayor Pro Tem Peele determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

---

**1. Citizen Input.**

There was no citizen input at this meeting.

**Community Interest**

---

**2. Items of Community Interest.**

- A. Presentation of Service Tree Awards to the 2019 Recipients Peggy Rusterholtz and Mrs. Lee Ford.

Mayor Pro Tem Peele presented the Service Tree Award Certificates to recipients Peggy Rusterholtz and Mrs. Lee Ford.

- B. Discuss pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

There was no legislation update discussed at this meeting.

Mayor Pro Tem Peele discussed the following items of community interest:

- The City's General and Special Election was scheduled for May 4 that included City Council seats 5 and 6 on the ballot as well as renewing the one-half percent sales tax allocated towards the Fire District. Mayor Pro Tem Peele clarified that the sales tax being collected was included in the existing sales tax and would not be an additional tax.
- The City's Founders Day event was scheduled for May 11 from Noon to 4 pm, and should there be inclement weather, the event would still take place with fewer amenities.
- The Blackland Prairie Raptor Center would be holding their Kids Fishing Derby on May 11 from 8 am to 11 am.

### **Consent Agenda**

---

#### **3. Consent Agenda.**

A. Approval of the minutes of the April 4, 2019 City Council meeting.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Baney to approve the Consent Agenda as presented. The motion passed unanimously by a 4 to 0 vote.

### **Regular Agenda**

---

#### **4. Consider rejecting the bids received on April 9, 2019, for the North Pump Station Water Tower and Pump House Bid #018-19.**

Development Services Director Joe Hilbourn stated that staff received two bids for the North Pump Station and pump house that were over the engineers estimate of approximately \$3 million. Mr. Hilbourn stated that the project was very complicated and contained more elements than most water tower projects.

Mr. Hilbourn recommended the proposals be rejected and rebid the projects breaking out each item for the water tower, pump house, main extensions, and fencing to bring the project closer in line with the original estimate.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Duke to reject the bids received on April 9, 2019 for the North Pump Station Water Tower and Pump House Bid #018-19. The motion passed unanimously by a 4 to 0 vote.

#### **5. Review Articles VI and VII of the City Charter and provide direction to the City Attorney regarding any proposed amendments to be considered as part of a Charter update.**

City Attorney Joe Gorfida reviewed Articles VI and VII with the City Council noting the following chapters/sections that could be considered for updates:

- Section 6.01. Financial – the statement “the same firm or certified public account shall complete no more than five (5) consecutive annual audits.” It was discussed at a previous

meeting to consider removing this requirement; however, the City Council was in agreement to leave this requirement as written.

- Section 6.03. Taxes and Taxation – language relating to State Law could be clarified to laws of the State of Texas.
- Section 7.01. Authority to Issue – language relating to “whatever method it may deem to be in the public interest” be clarified to as allowed by State law.

There were no other recommended changes, this item was for discussion purposes only, no formal action was taken.

**6. Consider calling a special City Council meeting for the purpose of canvassing the May 4, 2019 election results.**

City Secretary Stacy Henderson stated that a special meeting was required to canvass the election results of the May 4, 2019 election. Per Section 67.004(a) of the Texas Election Code, for the purpose of canvassing a city election, only two members of the City Council are needed to constitute a quorum. Ms. Henderson proposed May 13 or 14, 2019 as dates to hold the special meeting.

Mayor Pro Tem Peele and Councilmembers Fisher and Duke stated they would be in attendance at the special called meeting.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Baney to approve calling a special meeting for May 13, 2019 at 8:15 am for the purpose of canvassing the May 4, 2019 election results. The motion passed unanimously by a 4 to 0 vote.

### **Executive Session Agenda**

---

**7. The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.074, Personnel Matters, to conduct interviews of Board of Adjustment applicants and discuss Board of Adjustment appointments.**

The City Council convened into Executive Session at 7:25 pm to conduct interviews of Board of Adjustment applicants and discuss Board of Adjustment appointments.

**8. Reconvene from Executive Session and take any action necessary as part of the Executive Session.**

The City Council reconvened from Executive Session at 8:03 pm and took no action as a result of the Executive Session.



**9. Adjournment.**

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Fisher to adjourn the meeting at 8:03 pm. The motion passed unanimously by a 4 to 0 vote.

APPROVED:

ATTEST:

---

Mayor Pro Tem Kathleen Peele

---

Stacy Henderson, City Secretary

TMLIRP March 24, 2019  
Hail Storm Damage

Exp	ID	Vehicle	VIN	Estimate	Ded	Initial Payment	Date
1	24	2008 Ford F250	1FTSW21R28EC53223	\$3,541.60	\$500.00	\$3,041.60	4/23/2019
2	31	2010 Ford Expedition	1FMJU1F54AEA43757	\$3,173.63	\$500.00	\$2,673.63	4/23/2019
3	54	2018 Chevy Silverado	1GCRNEC2JZ252134	\$3,804.80	\$500.00	\$3,304.80	4/23/2019
4	37	2011 Ford F150	1FTFX1CF2BFC90754	\$1,270.87	\$500.00	\$770.87	4/30/2019
5	17	2005 Ford F150	1FTRF12W95KD67990	\$1,933.79	\$500.00	\$1,433.79	4/23/2019
6	19	2005 Ford F150	1FTRF12W25KD67989	\$2,106.32	\$500.00	\$1,606.32	4/23/2019
7	35	2012 Ford F250	1FT7W2A65CEA06329	\$2,167.40	\$500.00	\$1,667.40	4/23/2019
						\$14,498.41	
		2-checks issued	13,727.54 and 770.87	14,498.41			
<b>Lucas Vehicles damaged from the 03/24/2019 Hail storm</b>							

# LOSS RECAP

Insured:	City Of Lucas	Policy No.:	PR97784
Property Address:	Various Locations, Lucas, TX 75002	Date of Loss:	3/25/2019
Mailing Address:	665 Country Club Rd, Lucas, TX 75002	Catastrophe No.:	
Insured Tel. No.:	(972) 727-8999	Adj. File No.:	
Adjusting Company:		Adj. No.:	
Adj. Address:		Adj. Phone No.:	(800) 316-0330

ID	Description	Date Insured Contacted: 4/1/2019 10:00			Date Loss Inspected: 4/4/2019 09:00			RCV	Valuation	ACV
		Replacement Cost Loss	Recov. Depr.	Non-recov. Deprac.	ACV Loss Applied	Insur. Carried Req. %	ACV Claim			
ID: 10 -	Pavillion/Restroom/Sa nck Bar	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00
ID: 25 -	Fire Station	1,213.30	316.99	0.00	896.31	100	0.00	316.99	316.99	0.00
ID: 26 -	Dugouts/Fence/Back Stop	669.48	59.24	0.00	610.24	100	506.55	59.24	565.79	0.00
ID: 35 -	City Hall	23,605.85	2,224.55	0.00	21,381.30	100	21,381.30	2,224.55	23,605.85	0.00
ID: 36 -	Public Works Building	1,120.00	267.13	0.00	852.87	100	852.87	267.13	1,120.00	0.00
ID: 37 -	Park Pavillion	303.60	62.40	0.00	241.20	100	241.20	62.40	303.60	0.00
ID: 42 -	Playground Equipment	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00
ID: 43 -	Community Center	642.04	106.58	0.00	535.46	100	535.46	106.58	642.04	0.00
ID: 49 -	Scoreboard	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00
ID: 60 -	Pavilion	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00
ID: 61 -	Pavillion	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00
ID: 63 -	Restroom	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00
ID: 64 -	City Hall Sign	0.00	0.00	0.00	0.00	100	0.00	0.00	0.00	0.00

# LOSS RECAP

Insured:	City Of Lucas	Policy No. :	PR97784					
Property Address :	Various Locations, Lucas, TX 75002	Date of Loss :	3/25/2019					
Mailing Address :	665 Country Club Rd, Lucas, TX 75002	Catastrophe No. :						
Insured Tel. No. :	(972) 727-8999	Adj. File No. :						
Adjusting Company :		Adj. No. :						
Adj. Address :		Adj. Phone No. :	(800) 316-0330					
ID: 65 - Sports Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>TOTALS</b>	<b>\$27,554.27</b>	<b>\$3,036.89</b>	<b>\$0.00</b>	<b>\$24,517.38</b>	<b>\$1,000.00</b>	<b>\$23,517.38</b>	<b>\$3,036.89</b>	<b>\$26,554.27</b>



# City of Lucas City Council Agenda Request May 16, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

---

### **Executive Session:**

The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.074, Personnel Matters, to conduct interviews of Board of Adjustment applicants and discuss Board of Adjustment appointments.

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas City Council Agenda Request May 16, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

---

Reconvene from Executive Session and take any action necessary as part of the Executive Session.

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 07

Requester: Development Services Director Joe Hilbourn

### **Agenda Item Request**

---

Public hearing to consider adopting Ordinance 2019-05-00892 approving a specific use permit request by Jaclynn and Donnie Cauthorn, property owners of 1622 Snider Lane to allow a kitchen and food preparation area in an accessory building with habitable space.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action regarding the proposed specific use permit request

### **Background Information**

---

This lot is currently zoned R-2 and has a building permit to construct an accessory building with habitable space that meets the City's requirements. The owners would like to amend the approved building plans to allow a kitchen in the accessory building under construction.

Section 14.04.304 (a) of the City's Code of Ordinances requires that an addition of a kitchen/food preparation area requires a specific use permit in R-2 or AO zoning districts that contain a single-family home and states the following:

*Kitchen, cooking or a food preparation area may be permitted on property with a specific use permit. The specific use permit may only be granted provided the owners of the property enact a deed restriction with the city as party to the deed restriction that prohibits the use of the habitable space to be used for lease/barter agreement other than that of the full-time domestic staff providing support to the property.*

### **Attachments/Supporting Documentation**

---

- 1. Public Notice
- 2. Location Map
- 3. Deed restrictions
- 4. Site plan, and kitchen layout
- 5. Ordinance 2019-05-00892

### **Budget/Financial Impact**

---

NA



**City of Lucas**  
**City Council Agenda Request**  
**May 16, 2019**

Item No. 07

**Recommendation**

---

Staff recommends approving the specific use permit request as presented. This cover sheet was submitted prior to the Planning and Zoning Commission meeting, their recommendation will be given during presentation.

**Motion**

---

I make a motion to approve/deny adopting Ordinance 2019-05-00892 approving a specific use permit request by Jaclynn and Donnie Cauthorn, property owners of 1622 Snider Lane to allow a kitchen and food preparation area in an accessory building with habitable space.





## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, May 09, 2019 at 7:00 p.m. and City Council will conduct a second public hearing on Thursday, May 16, 2019 at 7:00 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a Specific Use Permit (SUP) application to permit a kitchen and food preparation area more particularly described as follows:

*The property owners Jaclynn and Donnie Cauthorn at 1622 Snider Lane Block A, Lot 2R of Eastlake Estates Lucas, Texas 75002 has submitted an application for a SUP to permit a kitchen and food preparation area in an accessory building with habitable space required by code section Sec. 14.04.304 General accessory buildings and structures regulations*

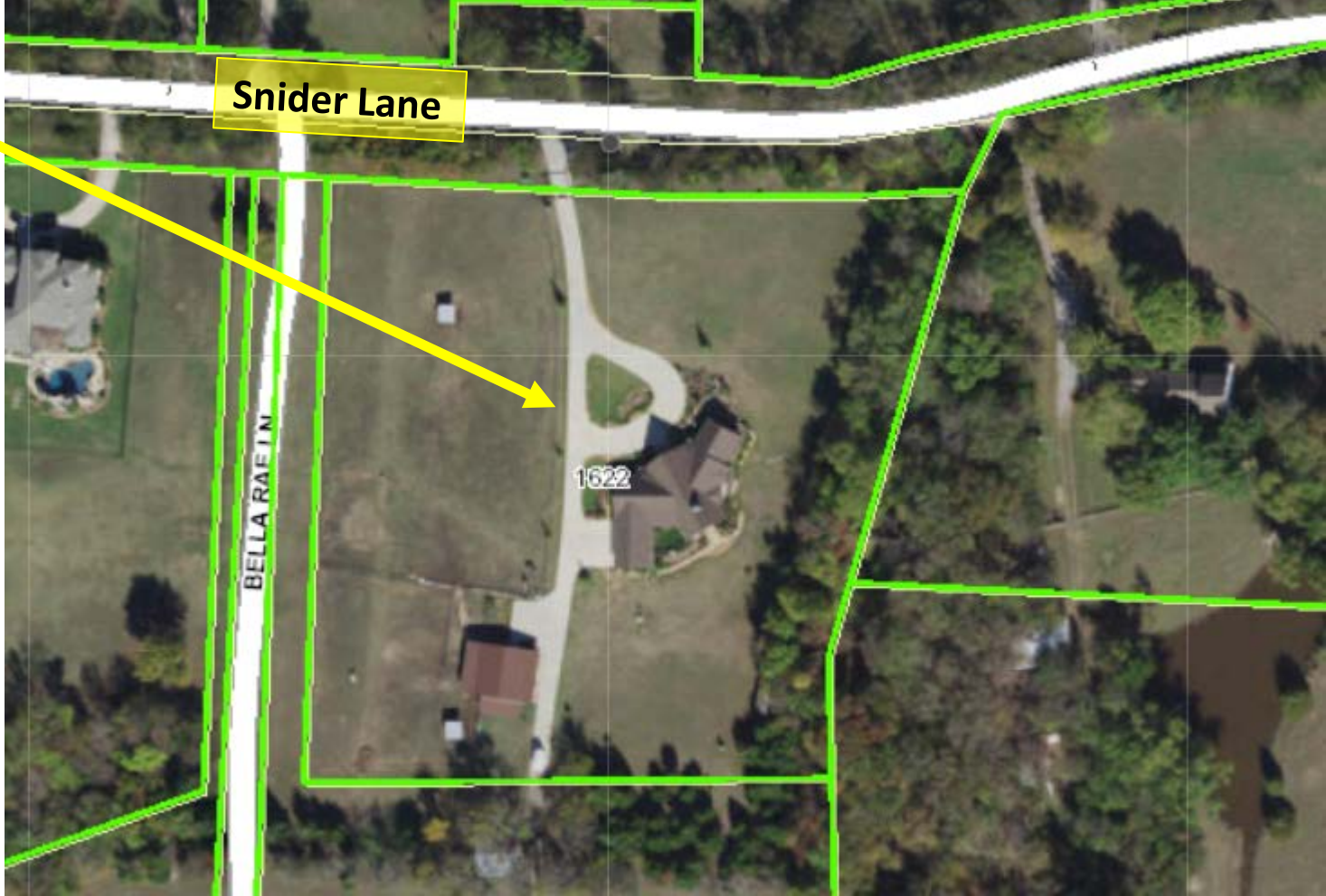
*i) In R-2 or AO zoning districts that contain a single-family home:*

*a. Kitchen, cooking or a food preparation area may be permitted on property with a specific use permit. The specific use permit may only be granted provided the owners of the property enact a deed restriction with the city as party to the deed restriction that prohibits the use of the habitable space to be used for lease/barter agreement other than that of the full-time domestic staff providing support to the property.*

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) and it will be presented at the Hearing. If you have any questions about the above hearing you may contact [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).

# Location Map

1622 Snider Lane



**DEED RESTRICTION COVENANT REQUIRED FOR USE OF ACCESSORY STRUCTURE  
FOR FOOD PREPARATION FACILITIES IN RESIDENTIAL ACCESSORY BUILDING**

1. Attached is the Deed Restrictions form required by the City of Lucas under Section 14.04.304 of the City's Zoning Ordinance for approval of a Specific Use Permit ("SUP") for food preparation facilities in an accessory building. See Section 14.04.304 of the Zoning Ordinance.
2. All blanks on the attached form must be completed.
3. Three (3) originally signed copies of the attached form should be taken to Collin County Records Building located at Collin County Administration Building, 2300 Bloomdale Rd., Suite 2106, McKinney, Texas 75071, and filed. The owner should maintain a file-marked copy of the form.

A file-marked copy must be returned to the City of Lucas' Development Services, located at 665 Country Club Road, Lucas, Texas 75002-7651.

4. If you have further questions, please contact Joe Hilbourn, Development Services Director, City of Lucas; phone: (972) 912-1207; email: [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).

**DEED RESTRICTIONS**

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF COLLIN**

§

§

I.

The undersigned, \_\_\_\_\_ and \_\_\_\_\_ ("the Owner"), is the Owner of the following described property: Lot \_\_\_\_\_, Block, \_\_\_\_\_, an Addition to the City of Lucas ("City"), Collin County, Texas, and being that same tract of land conveyed to \_\_\_\_\_ by \_\_\_\_\_, by deed dated \_\_\_\_\_, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Deed Records of Collin County, Texas, and being more commonly described as \_\_\_\_\_ (street address) (the "Property").

II.

In consideration of the granting of a Special Use Permit ("SUP") by the City to the Owner to construct, remodel, or make addition to a residential accessory building to provide kitchen, cooking or food preparation facilities, the Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

The residential accessory building for which the Special Use Permit is issued shall not at any time be used for rental purposes or barter exchange and may be occupied only by immediate family members of the Owner and/or full time domestic servant or servants of the Owner. In case of a live-in servant family, all adult members must be employed by the Owner or occupant of the main residence.

III.

These restrictions shall continue in full force and effect from the date of execution until amended or terminated in the manner specified in this document.

IV.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

V.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the

City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any permit, certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VI.

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.

VII.

The provisions of this document are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who 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 thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

VIII.

Notwithstanding any provision hereof to the contrary, if the zoning ordinance of the City is amended to permit the use of the Property for rental or barter exchange, these restrictions shall be of no further force or effect and shall be released by the City upon request of the Owner.

IX.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

X.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

*(signature page to follow)*

**EXECUTED** at the City of Lucas, Collin County, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Owner**

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

**EXECUTED** at the City of Lucas, Collin County, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Owner**

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

(ACKNOWLEDGEMENTS)

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ . (Owner)

(seal)

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF COLLIN §

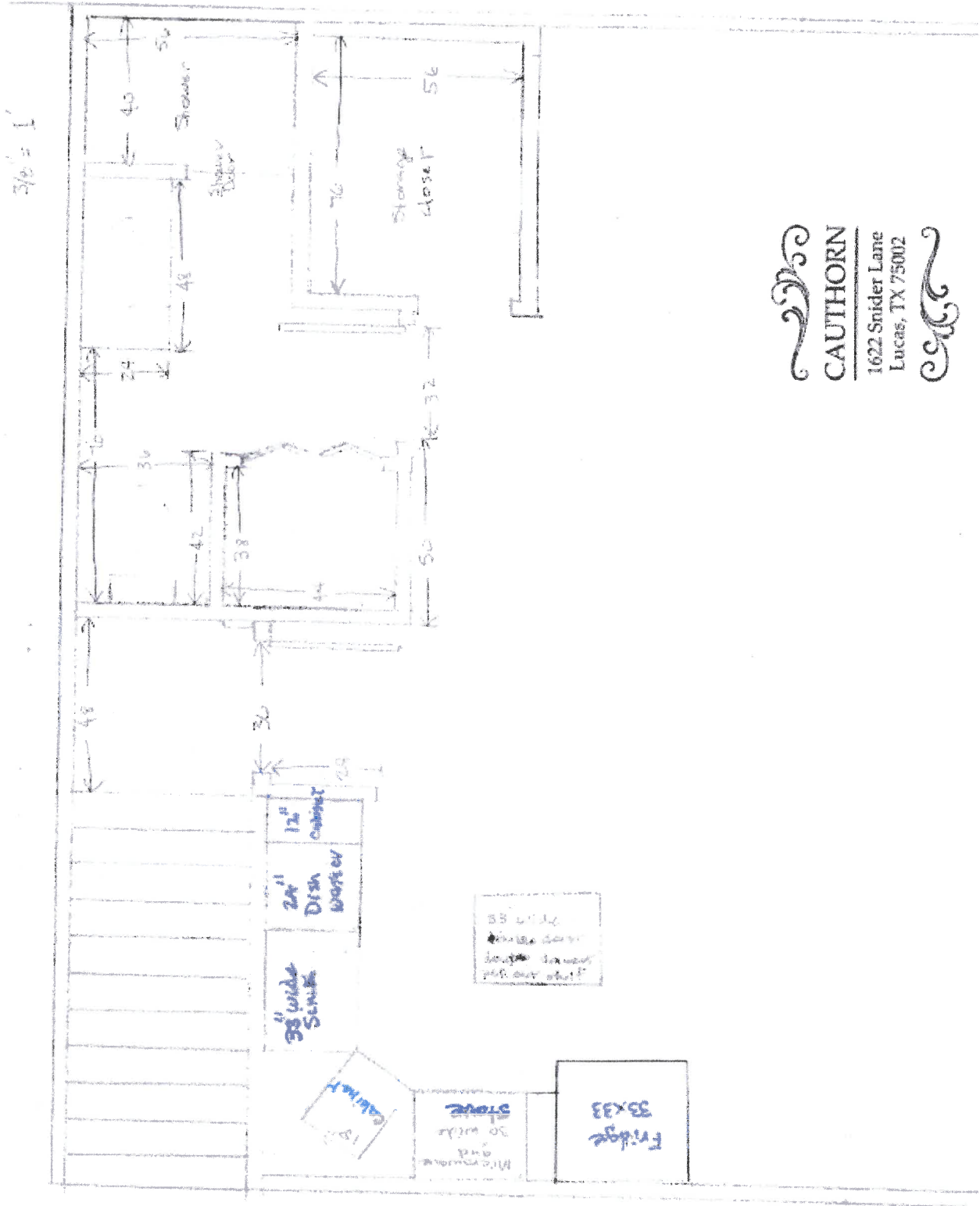
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ . (Owner)

(seal)

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

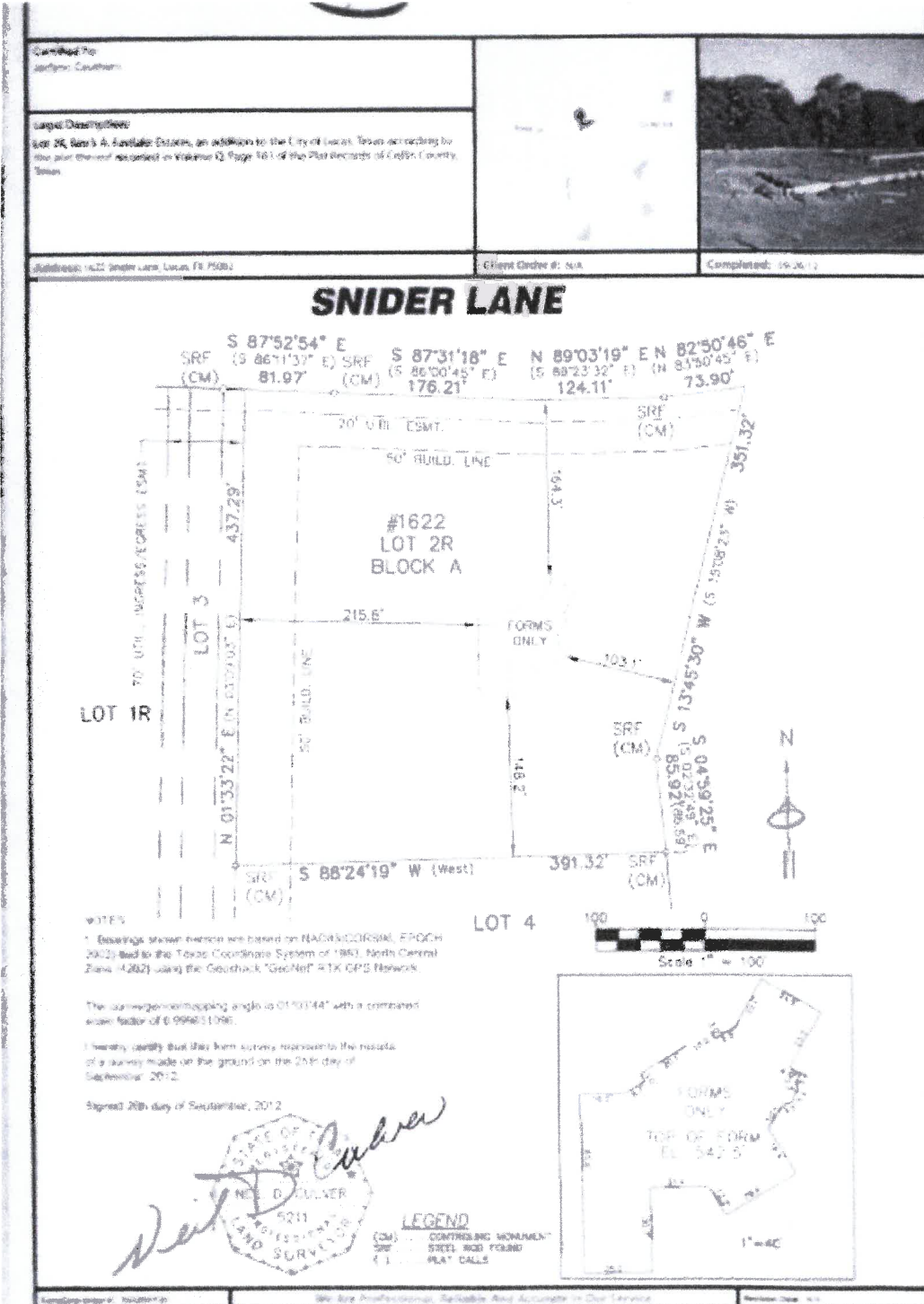
EXHIBIT "C"  
FLOOR PLAN



CAUTHORN  
1622 Snider Lane  
Lucas, TX 75002



# EXHIBIT "B" SITE PLAN


Surveying: 09/26/12
Surveyors: Professional, Reliable And Accurate In Our Service
Revision: 0000



## ORDINANCE 2019-05-00892

[Special Use Permit for Kitchen, Cooking and Food Preparation Area in an Accessory Building with Habitable Space]

**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 A KITCHEN, COOKING AND FOOD PREPARATION AREA IN AN ACCESSORY BUILDING WITH HABITABLE SPACE, LOCATED AT 1622 SNIDER LANE, CITY OF LUCAS, COLLIN COUNTY, TEXAS (THE “PROPERTY”), CURRENTLY ZONED SINGLE-FAMILY RESIDENTIAL DISTRICT (R2), AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE FLOOR PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) 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 a kitchen, cooking and food preparation area in an accessory building with habitable space, located at 1622 Snider Lane, City of Lucas, Collin County, Texas, currently zoned Single-Family Residential District (R2), 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.

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

**SECTION 5.** 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 6.** 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 7.** 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 8.** 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 \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2019.**

APPROVED:

---

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph J. Gorfida, Jr., City Attorney  
(04-18-2019:TM107468)

---

Stacy Henderson, City Secretary

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 2R, Block A, Eastlake Estates, Lucas, Texas 75002

# EXHIBIT "B" SITE PLAN

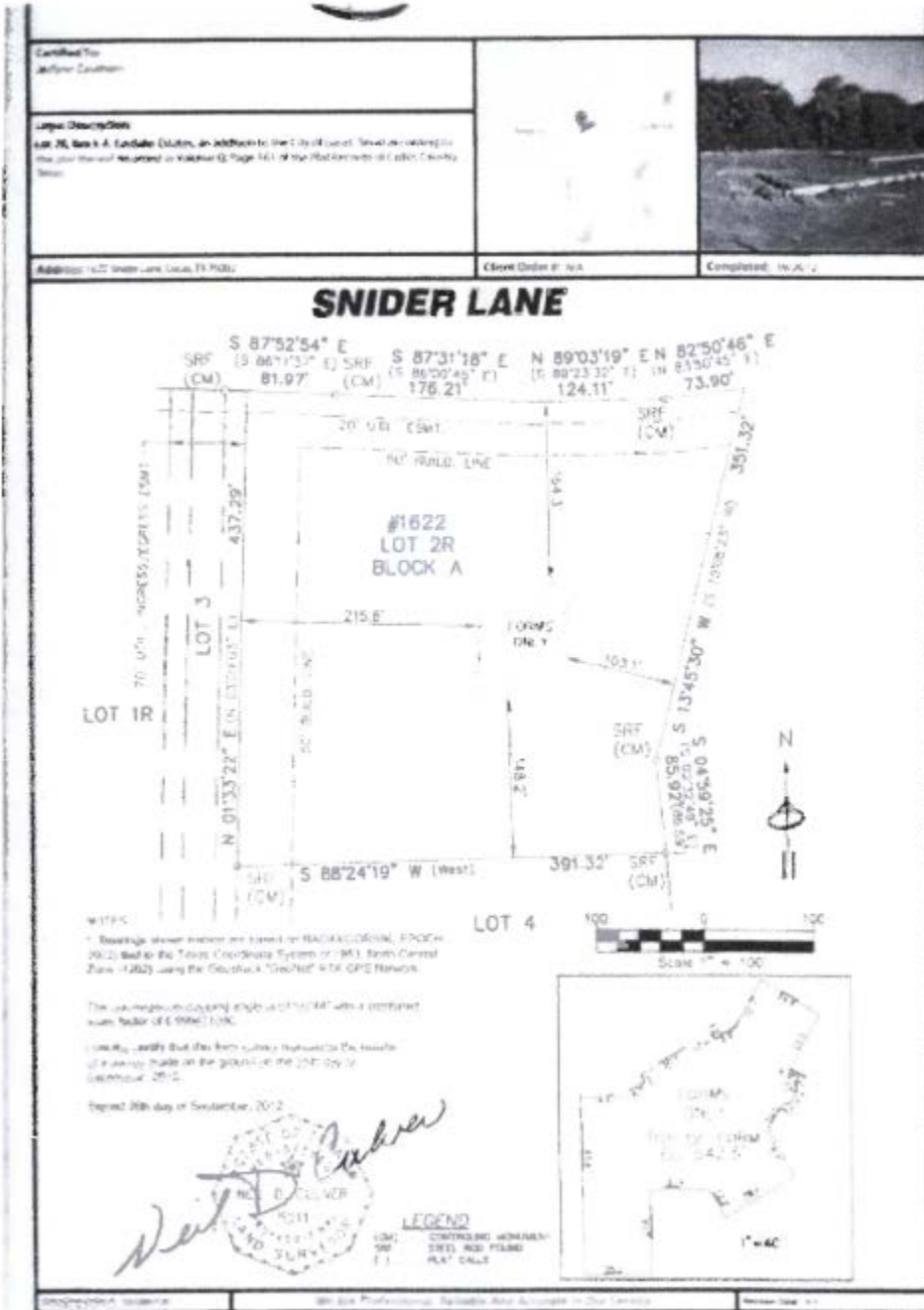
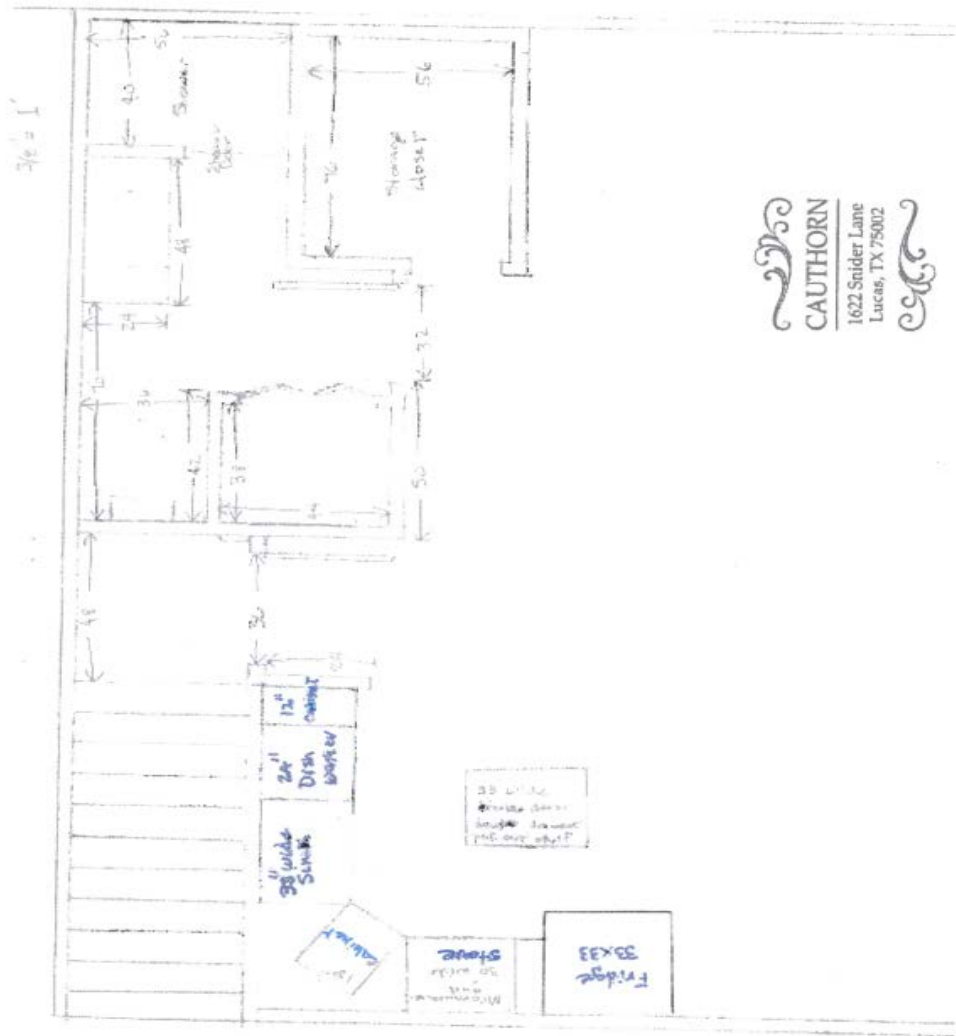


Exhibit "B"  
City of Lucas  
Ordinance # 2019-xx-xxx  
Approved: \_\_\_\_\_, 2019

# EXHIBIT "C" FLOOR PLAN





# City of Lucas Council Agenda Request May 16, 2019

Requester: Mayor Jim Olk  
City Manager Joni Clarke

## **Agenda Item Request**

---

Consider aircraft noise being generated by aircraft departing and arriving at the McKinney National Airport.

## **Background Information**

---

The City of Lucas is aware of the negative impact that increased aircraft noise has on our citizens' quality of life. The City is interested in seeking opportunities for mitigation of the noise caused by aircraft flying over our community and potential adjustments to traffic pattern and approaches that will reduce noise.

A Lucas citizen has been working with a manager at the Dallas/Fort Worth TRACON (D10) which is home to over 120 National Air Traffic Controllers Association (NATCA) members. D10 is a Level 12 stand-alone TRACON, and in 2016, handled over 1.2 million operations. The D10 is responsible for the airspace surrounding the Dallas/Fort Worth International Airport (DFW). This airspace extends 50 to 60 miles in all directions, up to 17,000 feet. The Class Bravo airspace is a complex, high volume, centrally situated piece of the NAS in the heart of North Texas. D10 is responsible not only for the primary airport, which is home to American Airlines, but also to Dallas Love Field (DAL), which is home to Southwest Airlines. In addition to DFW and Love Field, D10 is the parent facility to 11 other towered satellite airports as well as numerous private and non-towered municipal airports.

McKinney National Airport, formerly Collin County Regional Airport at McKinney, is in McKinney, Texas, about 30 miles north of downtown Dallas and approximately 10 miles north of Lucas. The airport is a reliever airport for Dallas Love Field and Dallas/Fort Worth International Airport. It is owned by the City of McKinney and is home to many business aircraft including the fleet of corporations such as Texas Instruments, Electronic Data Systems (now HP), and Torchmark. It is an air base for PHI Air Medical which provides 24-hour emergency helicopter ambulance service. The only fixed based operator (FBO) on the field is the city-run McKinney Air Center. There are several flight schools at the airport including Monarch Air, the North Texas Flying Club, and the Texans Flying Club. The airport housed Civil Air Patrol Texas Wing 295th Squadron from 2013-14.

In 2012 a new 7,000 foot runway was completed that can handle 1 of the 6 versions of the Boeing 767 (the 767-200) and reduced operations by larger aircraft. McKinney National Airport added a new 78-foot contract FAA control tower equipped with the latest in radar, radio and voice switch technology in 2011. The airport has vehicle rental and US Customs services for international flights.





# City of Lucas Council Agenda Request May 16, 2019

On November 1, 2013 the airport was purchased from Collin County by the City of McKinney for \$25 million. In 2012 the airport had 83,750 aircraft operations, an average of 229 per day: 99% general aviation, 1% air taxi and <1% military. 221 aircraft were then based at this airport: 82% single-engine, 10% multi-engine, 7% jet and 1% helicopter. The airport has a contract FAA control tower open between 6:00 a.m. and 10:00 p.m. The City of McKinney has identified one of its goals to maximize the development of the McKinney National Airport.

This item is being placed on the agenda to provide the Lucas City Council an opportunity to discuss the concerns associated with the McKinney National Airport.

## **Attachments/Supporting Documentation**

---

1. Email Communication sent under separate cover

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas City Council Agenda Request May 16, 2019

Item No. 09

Requester: Development Services Director Joe Hilbourn

## **Agenda Item Request**

---

Consider the request by Michelle Tillotta with LGA Engineering on behalf of the Collin County Water Control and Improvement District No. 3 for approval of a minor plat for the extension of Osage Lane for access to Inspiration Phases 6 and 7a, a tract of land being part of the Leroy Farmer Survey ABS# 334, being 1.821 acres partially in the City of Lucas, and partially in the City of Lucas ETJ creating a variable width right of way dedicated for public use.

## **Background Information**

---

This project is located within the City of Lucas and the ETJ and has both an approved development agreement and an approved concept plan. This project is part of a Municipal Utility District that supplies roads, sewer and water service for Inspiration. The City of Lucas does not review the construction plans or inspect any civil infrastructure for this project. The City's only responsibility is plat approval.

The minor plat is for right of way dedication to access Inspiration Phases 6 and 7a. This access point was not on the approved concept plan. This plat meets the City's requirements for a plat.

## **Attachments/Supporting Documentation**

---

1. Minor Plat
2. Location Map

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

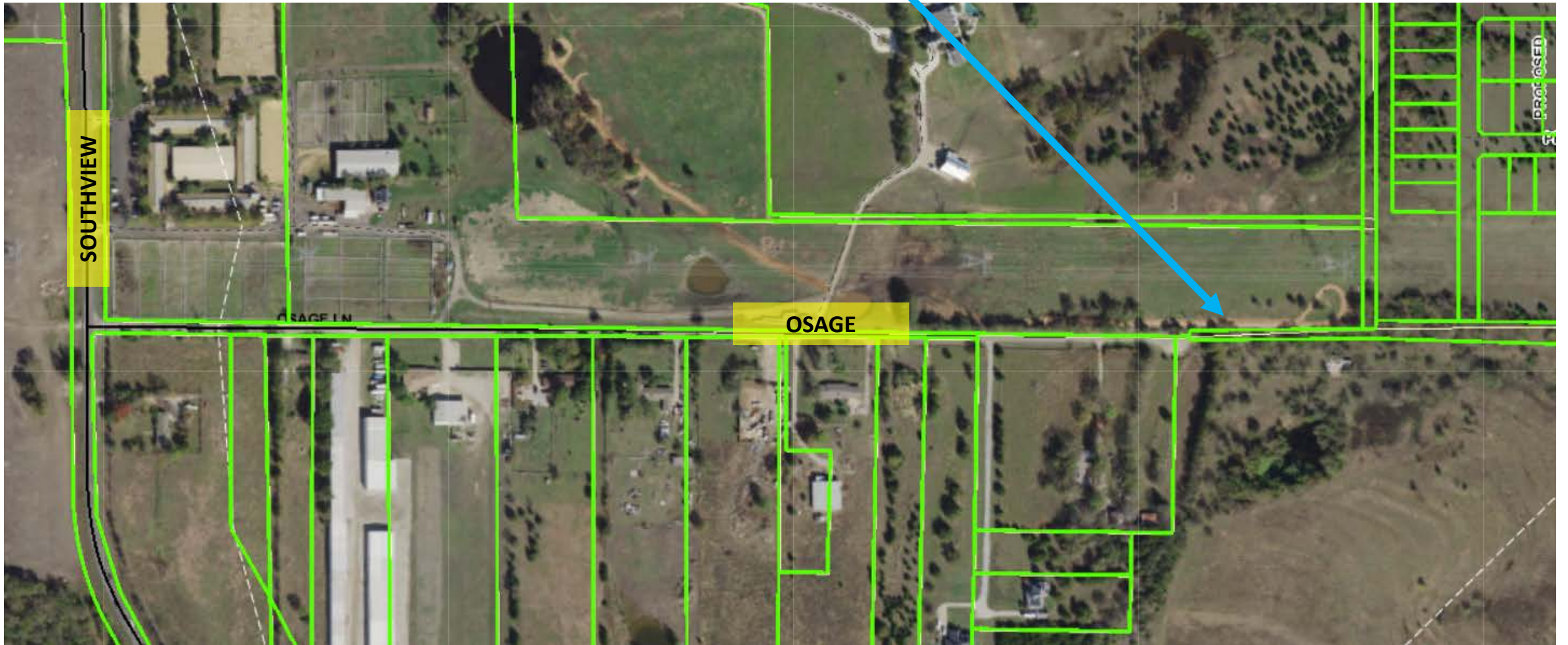
Staff recommends approval of the minor plat as presented. This cover sheet was submitted prior to the Planning and Zoning Commission meeting, their recommendation will be given during presentation.

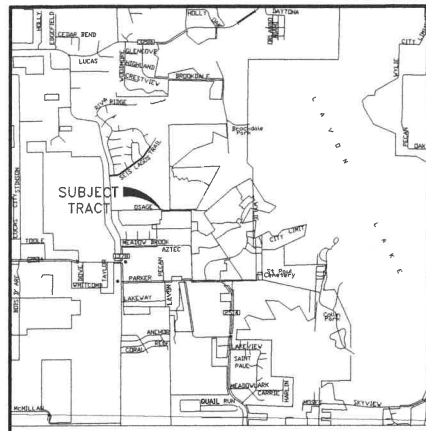
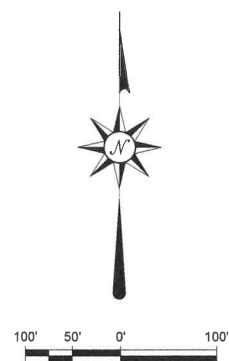
## **Motion**

---

I make a motion to approve/deny the minor plat for the extension of Osage Lane for access to Inspiration Phases 6 and 7a, a tract of land being part of the Leroy Farmer Survey ABS# 334, being 1.821 acres partially in the City of Lucas, and partially in the City of Lucas ETJ creating a variable width right of way dedicated for public use.

# Inspiration (Osage Lane) ~ Minor Plat





VICINITY MAP NOT TO SCALE

TRACT 1  
73.31 ACRES  
SCOTT WILLIAM ERICKSON AND  
ERICA LYNN ERICKSON  
C.C.# 20140829000937040  
O.P.R.C.C.T.

10.00 ACRES  
KAI HANDT  
C.C.# 2004-0181293  
O.P.R.C.C.T.

34.5118 ACRES  
NORTH TEXAS EQUESTRIAN  
CENTER, INC.  
C.C.# 94-0106479  
O.P.R.C.C.T.

APPARENT DEED GAP  
(OLD ABANDONED ROAD)

POINT OF BEGINNING

15' UTILITY EASEMENT TO  
NORTHEAST WATER SUPPLY  
COMPANY  
VOLUME 3200, PAGE 143  
D.R.C.C.T. (0.347 ACRES)

20' UTILITY EASEMENT TO NORTH  
TEXAS MUNICIPAL WATER DISTRICT  
C.C.# 96-0085147  
O.P.R.C.C.T. (0.682 ACRES)

250 TEXAS POWER &  
LIGHT COMPANY EASEMENT  
VOLUME 879, PAGE 418  
D.R.C.C.T.  
(21.236 ACRES)

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

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

1/2" IRF (CM)  
N88°53'09"E 452.49'

(DIRECTIONAL CONTROL LINE)  
N89°14'23"E 1111.20'

OSAGE LANE  
(VARIABLE WIDTH RIGHT-OF-WAY)  
N89°39'16"W 1112.96'

5/8" IRF (CM) "JACOBS"

S88°53'09"W 450.00'

"JACOBS"

5.000 ACRES  
RICHARD M. &  
SHARON PRENTICE  
C.C.# 95-0049789  
O.P.R.C.C.T.

1.821 ACRES  
COLLIN COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 03  
C.C.# 20181115001414590  
O.P.R.C.C.T.

L. FARMER SURVEY  
ABSTRACT NO. 334

REMAINDER  
38.190 ACRES  
OSVALDO MORALES, JR. AND  
ELIZABETH MORALES  
C.C.# 20110314000273340  
O.P.R.C.C.T.

LINE	BEARING	DISTANCE
L1	S00°09'24"E	72.66'
L2	N00°54'13"W	23.24'
L3	N01°00'18"W	27.93'
L4	S00°54'13"E	443.22'

2.0013 ACRES  
TRACT 1  
JOHN MUIR AND WIFE  
SHERRY B. MUIR  
VOLUME 4111, PAGE 512  
O.P.R.C.C.T.

REMAINDER OF A  
CALLED 5.000 ACRES  
TRACI MILLER, (20%)  
C.C.# 20140321000266230  
ROBERT H. SIMMONS, (20%)  
RECORD NOT FOUND  
MIKE REIL (20%)  
C.C.# 20140321000266220  
PETER CROW, (20%)  
C.C.# 20091021001291820  
AND TOMMY THOMAS (20%)  
C.C.# 20091021001291830  
O.P.R.C.C.T.

LJA Surveying, Inc.



6060 North Central Expressway  
Suite 440  
Dallas, Texas 75206  
Date: APRIL 2019

Phone 469.621.0710  
T.B.P.L.S. Firm No. 10194465  
JOB NO. 0001

OWNER/DEVELOPER: COLLIN COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 03  
C/O COATS ROSE  
14755 PRESTON ROAD, SUITE 600  
DALLAS, TEXAS 75254

MINOR PLAT  
OSAGE LANE

1.821 ACRES

OUT OF THE  
LEROY FARMER SURVEY, ABSTRACT NO. 334  
IN THE  
CITY OF LUCAS, COLLIN COUNTY, TEXAS

LEGEND  
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  
"JACOBS" 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND  
IRF IRON ROD FOUND  
C.C.# COUNTY CLERK'S FILE NUMBER  
(CM) CONTROLLING MONUMENT

NOTES:

- BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986). COORDINATE VALUES SHOWN ARE GRID VALUES.
- ALL CORNERS ARE 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING", UNLESS OTHERWISE SPECIFIED.
- EASEMENTS NOT RESEARCHED BY SURVEYOR.
- FLOOD ZONE DESIGNATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48085C0410J, WITH AN EFFECTIVE DATE OF 06/02/2009. SUBJECT TRACT LIES WITHIN ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN AND ZONE A DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED.



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 10

Requester: Development Services Director Joe Hilbourn

### Agenda Item Request

---

Consider the request by Dr. Amin Ashfour for approval of a site plan, landscape plan, and architectural elevations for Lot 3R-1 of the Lucas Ranch Addition being 3.029 acres of a 7.234-acre tract of land zoned Village Center (VC) and located in the Gabriel Fitzhugh Survey of Abstract A0318, Tract 9, otherwise known as 2690 Country Club Road, Lucas, Texas.

### Background Information

---

#### Site Plan:

The site is 3.03 acres and zoned Village Center with a proposed use of office space. Mr. Ashfour is proposing four buildings, buildings one and two are 7,497 square feet, building three is 6,630 square feet and building four is 4,891 square feet. The total square footage is 26,515 square feet. Impervious cover shown is 62.5 percent, 70 percent is permitted. Eighty-eight parking spaces are required, 150 are proposed. Site stormwater runoff detention is accounted for and shown and dedicated as a drainage easement for protection. A photometric lighting plan is included showing compliance with the City's lighting ordinances. Mr. Ashfour is currently going through the platting process, it is a minor plat with less than four lots with no right of way dedications and is staff approval only.

#### Landscape Plan:

- Total site area is 131,953 square feet and the building footprint is 26,515 square feet
- Total landscape area is 46,800 square feet, 15 percent is required, and 35 percent is proposed.
- 43 large trees and 23 small trees are being provided
- A required total of 28 parking spaces are being provided to landscape edge
- 763 shrubs and vines are being provided, 454 are required
- Interior landscape required is 1,352 square feet, 4,352 square feet is provided
- Irrigation is required for all provided landscape elements; the irrigation plan is provided showing compliance.

#### Architectural Plan:

The proposed building height is 25 feet tall, maximum permitted is 25 feet tall. The proposed building has 100% masonry with a wainscot of Austin stone, the remainder being brick, 75% is required. Each occupancy proposes three entrances, with a 5 x 2 wall sign above each, estimated at 10 square feet. Each occupancy is permitted one wall sign. A wall sign may be up to ten percent of the front facade or 100 square feet maximum.

### Attachments/Supporting Documentation

---

1. Minor Plat
2. Site Plan



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 10

3. Photometric Lighting Plan
4. Landscape Plan
5. Irrigation Plan
6. Architectural Plan
7. Location Map

### **Budget/Financial Impact**

---

N/A

### **Recommendation**

---

The Planning and Zoning Commission recommended approval of the site plan, landscape plan, and the architectural plan with some modifications to the exterior of the elevations to add character to the front and sides.

### **Motion**

---

I make a motion to approve/deny the request by Dr. Amin Ashfour for approval of a site plan, landscape plan, and architectural elevations for Lot 3R-1 of the Lucas Ranch Addition being 3.029 acres of a 7.234-acre tract of land zoned Village Center (VC) and located in the Gabriel Fitzhugh Survey of Abstract A0318, Tract 9, otherwise known as 2690 Country Club Road, Lucas, Texas.



GENERAL NOTES

- 1) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM VALUES, NO SCALE AND NO PROJECTION.
- 2) THE PURPOSE OF THIS PLAN IS TO CREATE 3 LOTS.
- 3) LOT BOUNDARIES WILL NOT BE FOLDED WITHOUT ENGINEERING SECTION APPROVAL.
- 4) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINE.
- 5) ACCORDING TO THE F.I.R.M. MAP NO. 488550454, ISSUED ON JUNE 2, 2009, THE PROPERTY DOES LE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.
- 6) TADOT APPROVAL MAY BE REQUIRED FOR ANY DRIVEWAY MODIFICATION OR NEW ACCESS POINT(S).

LEGEND:

- CM CONTROLING MONUMENT
- RF IRON ROD FOUND
- AS.C.S. SURVEY
- 1/4" = 1' SCALE
- VOL. VOLUME
- INST. NO. INSTRUMENT NUMBER
- SQ. FT. SQUARE FEET
- APPROX. APPROXIMATELY
- U.S.M.A.W.D. UNITED STATES MUNICIPAL WATER DISTRICT
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- M.P.C.C.T. METROPOLITAN PLANNING COMMISSION
- D.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

PRELIMINARY PLAN - FOR INSPECTION PURPOSES ONLY,  
LUCAS RANCH ADDITION  
LOTS 1, 2 & 3, BLOCK A  
CITY OF LUCAS COUNTY, TEXAS  
ALSO BEING ALL OF THAT TRACT OF LAND  
CARRIED WITHIN SURVEY ABSTRACT NO. 318  
315,122 SQ.FT. / 7.234 ACRES  
VC VILLAGE CENTER

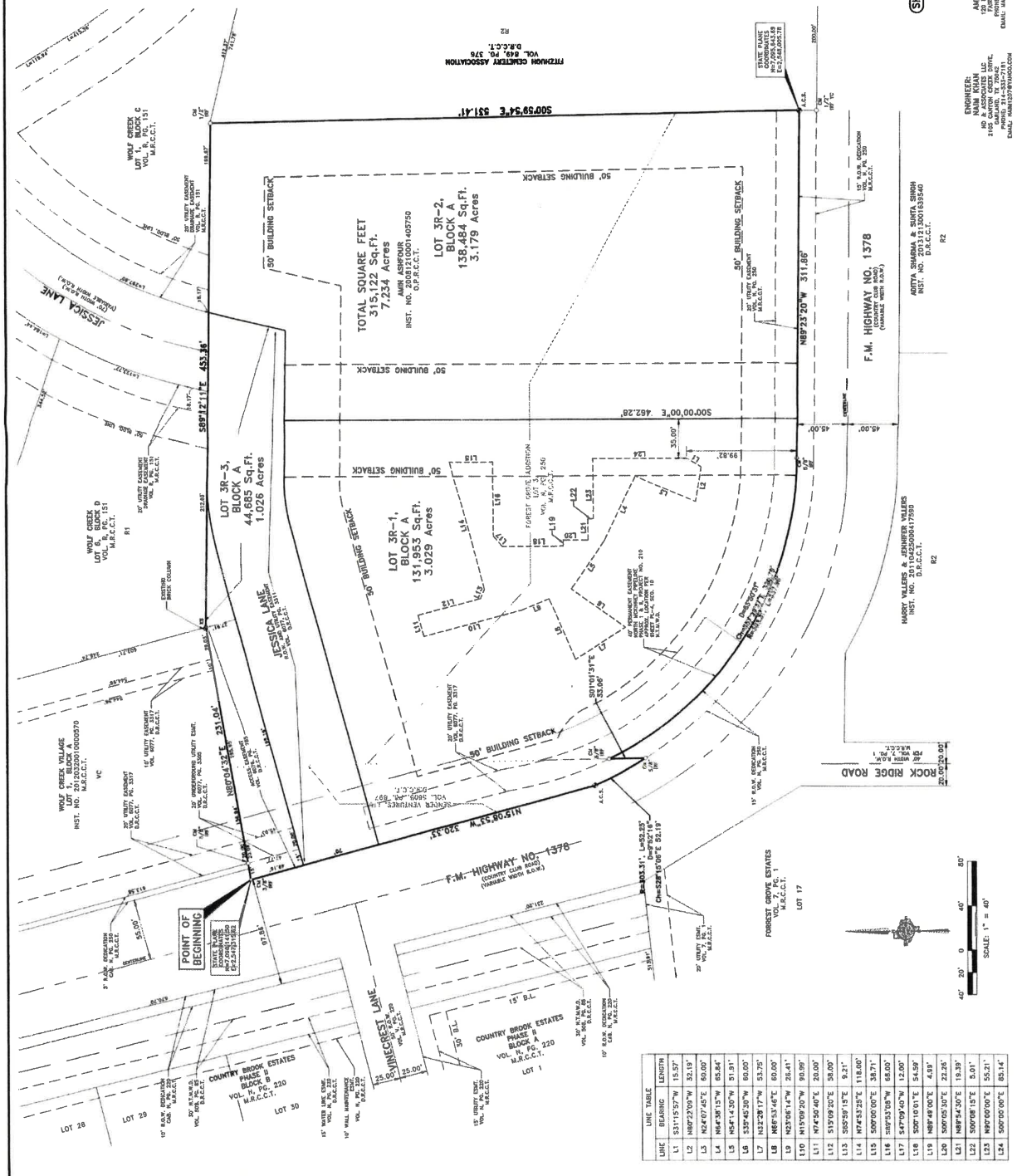
(SHEET 1 OF 2)

SCALE: 1" = 40' / DATE: NOVEMBER 09, 2011 / JOB NO. 132572 / DRAWN BY: RP



OWNER:  
AMIN ASHFUR  
11000 W. STATE HIGHWAY 100, SUITE 100  
DALLAS, TEXAS 75243  
PHONE: 972.382.1111  
FAX: 972.382.1112  
EMAIL: INFO@CBGSURV.COM

ENGINEER:  
MAM KHAN  
2140 GANTON ROAD, SUITE 100  
DALLAS, TEXAS 75243  
PHONE: 972.382.1111  
FAX: 972.382.1112  
EMAIL: INFO@CBGSURV.COM



LINE	BEARING	LENGTH
L1	S31°15'27"W	15.97'
L2	N82°07'20"W	22.15'
L3	N24°07'45"E	60.00'
L4	N84°38'15"W	65.28'
L5	S04°14'30"W	51.91'
L6	S39°48'30"W	60.00'
L7	N32°28'17"W	53.75'
L8	N85°34'47"E	60.00'
L9	N23°04'14"W	26.41'
L10	N19°08'20"W	90.99'
L11	N74°56'40"E	20.00'
L12	S19°09'20"E	58.00'
L13	S02°59'15"E	9.21'
L14	N74°53'25"E	118.00'
L15	S09°00'07"E	38.71'
L16	S89°53'03"W	68.00'
L17	S47°09'40"W	12.00'
L18	S09°10'01"E	54.59'
L19	N89°48'00"E	4.99'
L20	S09°09'30"E	22.28'
L21	N89°44'50"E	19.99'
L22	S09°00'00"E	5.91'
L23	N89°00'00"E	55.21'
L24	S09°00'00"E	85.14'



OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, Amin Ashfour, is the sole owner of a tract of land situated in the Gabriel Fitzhugh Survey, Lucas Ranch Addition, Collin County, Texas, and more particularly described as follows: Lucas Ranch Addition, Volume N, Page 250, Map Records, Collin County, Texas, same being all of the tract of land described in deed to Sender Ventures, LTD recorded in Volume 20081210001405750, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

THENCE North 80 degrees 04 minutes 32 seconds East, along the North line of said Sender Ventures, LTD tract passing by a 5/8 inch iron rod found at a distance of 15 feet, and continuing along the South line of Lot 1, Block A of the Wolf Creek Addition, on the West side of the Wolf Creek Addition, Texas, for a complete distance of 237.04 feet to a "x" set for corner, said corner being in the Southeast Quarter of Lot 6, Block D of the Wolf Creek Addition, on the West side of the Wolf Creek Addition recorded in Volume R, Page 151, Map Records, Collin County, Texas;

THENCE South 88 degrees 12 minutes 11 seconds East, along the South line of Lot 6, Block D of said Wolf Creek Addition, and along the South line of Jessica Lane (a four foot Right-of-Way) 632.36 feet to a 1/2 inch iron rod found for corner, said corner being on the Northwest corner of a tract situated and described as follows: Sender Ventures, LTD, same being in Volume 8408, Page 574, Map Records, Collin County, Texas;

THENCE South 00 degrees 59 minutes 34 seconds East, along the West line of said Fitzhugh Cemetery Association tract, a distance of 351.41 feet to a 1/2 inch iron rod set stamped "CBR" and found for corner, said corner being in the North Right-of-Way line of said F.M. Highway No. 1376;

THENCE North 89 degrees 23 minutes 20 seconds West, along the North Right-of-Way line of said F.M. Highway No. 1376, a distance of 311.86 feet to a 5/8 inch iron rod found for corner, said corner being in a long-tangent curve to the right, having a radius of 303.31 feet, a delta of 9 degrees 06 minutes 48 seconds East, 52.19 feet;

THENCE along the Northwesterly Right-of-Way line of said F.M. Highway No. 1376 and said curve to the right, an arc length of 52.23 feet to a 1/2 inch iron rod set stamped "CBR" and "RPL3 5517";

THENCE North 15 degrees 08 minutes 55 seconds West along the Northwesterly Right-of-Way line of said F.M. Highway No. 1376 a distance of 33.08 feet to a 5/8 inch iron rod found for corner, said corner being in a non-tangent curve to the right, having a radius of 303.31 feet, a delta of 9 degrees 06 minutes 48 seconds East, and a chord bearing and distance of South 28 degrees 19 minutes 08 seconds East, 52.19 feet;

THENCE along the Northwesterly Right-of-Way line of said F.M. Highway No. 1376 and said curve to the right, an arc length of 52.23 feet to a 1/2 inch iron rod set stamped "CBR" and "RPL3 5517";

THENCE North 15 degrees 08 minutes 55 seconds West along the Northwesterly Right-of-Way line of said F.M. Highway No. 1376 a distance of 33.08 feet to the Point of Beginning and containing 315,122 square feet or 7,234 acres of land.

CITY APPROVAL CERTIFICATE:  
This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas

ATTEST:  
\_\_\_\_\_  
Chairman, Planning and Zoning Commission  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Name & Title  
\_\_\_\_\_  
Date

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge and belief, this subdivision complies with all requirements of the Code of Ordinances, and with engineering and construction standards and processes adopted by the City of Lucas, Texas to which his/her approval is required.

\_\_\_\_\_  
Director of Public Works

OWNER'S REDACTION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Amin Ashfour, does hereby adopt this plat, designating the herein described property as LUCAS RANCH ADDITION, an addition to the City of Lucas, Collin County, Texas, and do hereby dedicate the herein described property to the City of Lucas, Collin County, Texas, for the purposes and uses shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire line easements shall be open to the public, fire and police unit, garbage and maintenance of paving on the utility and fire line easements is the responsibility of the property owner and shall be maintained by the property owner. The City of Lucas, Collin County, Texas, shall not be responsible for the maintenance of such easements. All easements shown on this plat are hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. Water, gas, sewer, telephone, electric, cable television, fire hydrants, fire hydrants, water service and wastewater treatment systems, and other improvements or growths which in any way may endanger or interfere with the construction, maintenance, use, or enjoyment of the property shown on this plat, shall be constructed, installed, maintained, repaired, replaced, and removed by the owner of the property shown on this plat at the expense of the owner of the property shown on this plat. The owner of the property shown on this plat shall be responsible for the maintenance, repair, replacement, resurfacing, repaving, repainting, painting, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat. The owner of the property shown on this plat shall be responsible for the maintenance, repair, replacement, resurfacing, repaving, repainting, painting, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat. The owner of the property shown on this plat shall be responsible for the maintenance, repair, replacement, resurfacing, repaving, repainting, painting, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat. The owner of the property shown on this plat shall be responsible for the maintenance, repair, replacement, resurfacing, repaving, repaving, repainting, painting, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat.

Water, gas, sewer, telephone, electric, cable television, fire hydrants, fire hydrants, water service and wastewater treatment systems, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat shall be constructed, installed, maintained, repaired, replaced, and removed by the owner of the property shown on this plat at the expense of the owner of the property shown on this plat. The owner of the property shown on this plat shall be responsible for the maintenance, repair, replacement, resurfacing, repaving, repaving, repainting, painting, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat. The owner of the property shown on this plat shall be responsible for the maintenance, repair, replacement, resurfacing, repaving, repaving, repainting, painting, and other improvements or growths which in any way may endanger or interfere with the construction, installation, maintenance, use, or enjoyment of the property shown on this plat.

THIS PLAT APPROVED SUBJECT TO ALL PENDING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF LUCAS, TEXAS.

WITNESS, my hand of City of Lucas, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY: Amin Ashfour, Owner

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this day appears Amin Ashfour, 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 purposes and considerations therein expressed.

WITNESS my hand AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

SURVEYOR'S CERTIFICATIONS:  
I, Bryan Connelly, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that I have personally surveyed and/or reduced to writing and direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat was prepared by me or under my direct supervision and control. I further certify that the measurements taken by me or under my direct supervision and control were taken in accordance with the provisions of the Texas Surveying Act, Chapter 212, of the Texas Government Code, Chapter 212, I further certify that monumentation shown hereon was established in accordance with the provisions of the Texas Surveying Act, Chapter 212, of the Texas Government Code, Chapter 212, and that the digital drawing accompanying this plat is a precise representation of this Signed Final Plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
THIS INSTRUMENT AND ALL INSTRUMENTS HERETOBY REFERRED TO SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR REPRODUCED UPON ANY ANIMAL SURVEY DOCUMENT.

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day the personally appeared Bryan Connelly 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 purposes and considerations therein expressed and under oath stated that the statements in the foregoing certificate are true.

WITNESS my hand AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

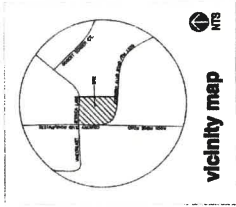
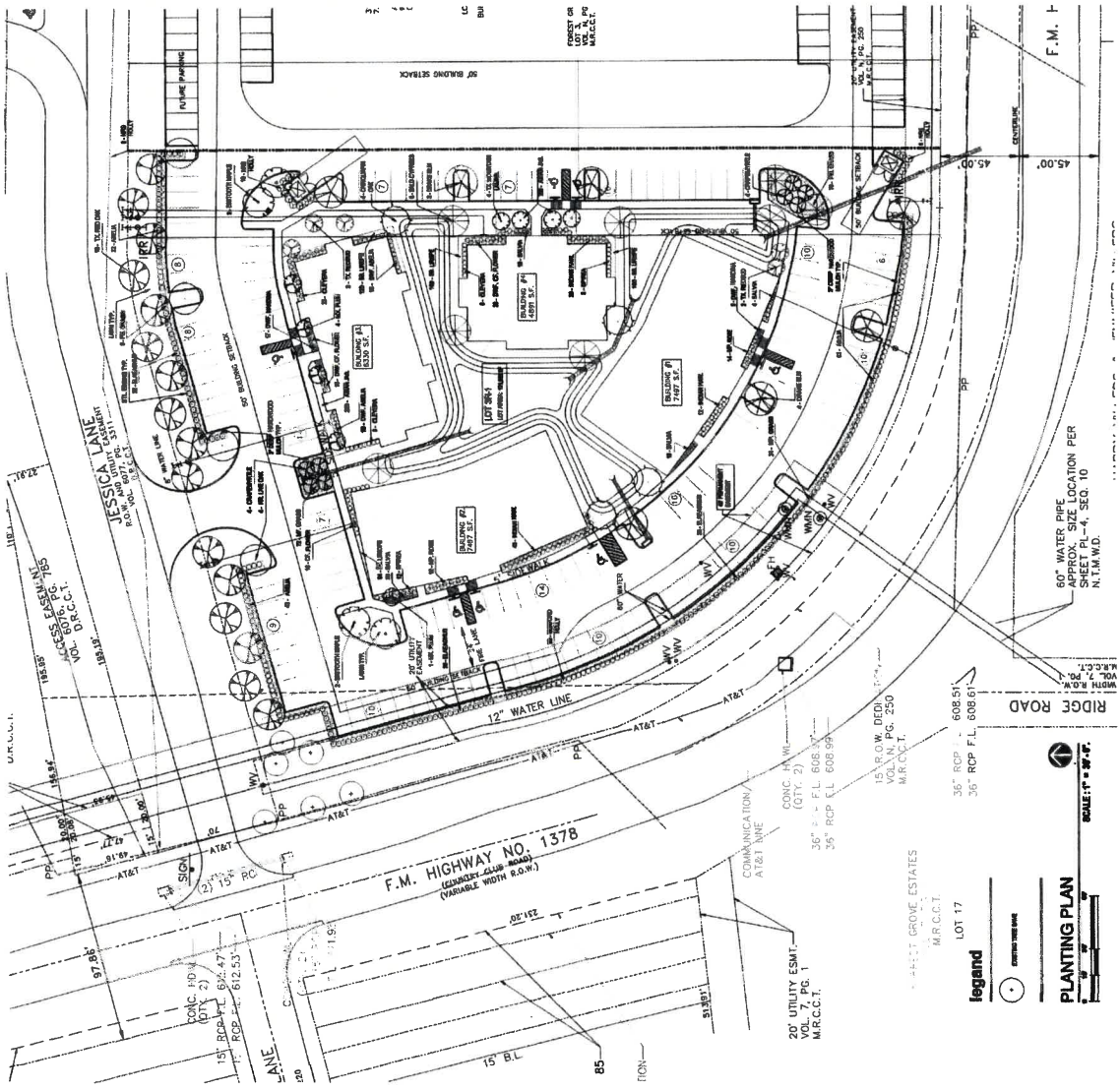
\_\_\_\_\_  
Notary Public in and for the State of Texas

PRELIMINARY PLAT - FOR INSPECTION PURPOSES ONLY.  
LUCAS RANCH ADDITION  
LOTS 200-1, 200-2, 200-3, 200-4, 200-5, 200-6, 200-7, 200-8, 200-9, 200-10, 200-11, 200-12, 200-13, 200-14, 200-15, 200-16, 200-17, 200-18, 200-19, 200-20, 200-21, 200-22, 200-23, 200-24, 200-25, 200-26, 200-27, 200-28, 200-29, 200-30, 200-31, 200-32, 200-33, 200-34, 200-35, 200-36, 200-37, 200-38, 200-39, 200-40, 200-41, 200-42, 200-43, 200-44, 200-45, 200-46, 200-47, 200-48, 200-49, 200-50, 200-51, 200-52, 200-53, 200-54, 200-55, 200-56, 200-57, 200-58, 200-59, 200-60, 200-61, 200-62, 200-63, 200-64, 200-65, 200-66, 200-67, 200-68, 200-69, 200-70, 200-71, 200-72, 200-73, 200-74, 200-75, 200-76, 200-77, 200-78, 200-79, 200-80, 200-81, 200-82, 200-83, 200-84, 200-85, 200-86, 200-87, 200-88, 200-89, 200-90, 200-91, 200-92, 200-93, 200-94, 200-95, 200-96, 200-97, 200-98, 200-99, 200-100, 200-101, 200-102, 200-103, 200-104, 200-105, 200-106, 200-107, 200-108, 200-109, 200-110, 200-111, 200-112, 200-113, 200-114, 200-115, 200-116, 200-117, 200-118, 200-119, 200-120, 200-121, 200-122, 200-123, 200-124, 200-125, 200-126, 200-127, 200-128, 200-129, 200-130, 200-131, 200-132, 200-133, 200-134, 200-135, 200-136, 200-137, 200-138, 200-139, 200-140, 200-141, 200-142, 200-143, 200-144, 200-145, 200-146, 200-147, 200-148, 200-149, 200-150, 200-151, 200-152, 200-153, 200-154, 200-155, 200-156, 200-157, 200-158, 200-159, 200-160, 200-161, 200-162, 200-163, 200-164, 200-165, 200-166, 200-167, 200-168, 200-169, 200-170, 200-171, 200-172, 200-173, 200-174, 200-175, 200-176, 200-177, 200-178, 200-179, 200-180, 200-181, 200-182, 200-183, 200-184, 200-185, 200-186, 200-187, 200-188, 200-189, 200-190, 200-191, 200-192, 200-193, 200-194, 200-195, 200-196, 200-197, 200-198, 200-199, 200-200, 200-201, 200-202, 200-203, 200-204, 200-205, 200-206, 200-207, 200-208, 200-209, 200-210, 200-211, 200-212, 200-213, 200-214, 200-215, 200-216, 200-217, 200-218, 200-219, 200-220, 200-221, 200-222, 200-223, 200-224, 200-225, 200-226, 200-227, 200-228, 200-229, 200-230, 200-231, 200-232, 200-233, 200-234, 200-235, 200-236, 200-237, 200-238, 200-239, 200-240, 200-241, 200-242, 200-243, 200-244, 200-245, 200-246, 200-247, 200-248, 200-249, 200-250, 200-251, 200-252, 200-253, 200-254, 200-255, 200-256, 200-257, 200-258, 200-259, 200-260, 200-261, 200-262, 200-263, 200-264, 200-265, 200-266, 200-267, 200-268, 200-269, 200-270, 200-271, 200-272, 200-273, 200-274, 200-275, 200-276, 200-277, 200-278, 200-279, 200-280, 200-281, 200-282, 200-283, 200-284, 200-285, 200-286, 200-287, 200-288, 200-289, 200-290, 200-291, 200-292, 200-293, 200-294, 200-295, 200-296, 200-297, 200-298, 200-299, 200-300, 200-301, 200-302, 200-303, 200-304, 200-305, 200-306, 200-307, 200-308, 200-309, 200-310, 200-311, 200-312, 200-313, 200-314, 200-315, 200-316, 200-317, 200-318, 200-319, 200-320, 200-321, 200-322, 200-323, 200-324, 200-325, 200-326, 200-327, 200-328, 200-329, 200-330, 200-331, 200-332, 200-333, 200-334, 200-335, 200-336, 200-337, 200-338, 200-339, 200-340, 200-341, 200-342, 200-343, 200-344, 200-345, 200-346, 200-347, 200-348, 200-349, 200-350, 200-351, 200-352, 200-353, 200-354, 200-355, 200-356, 200-357, 200-358, 200-359, 200-360, 200-361, 200-362, 200-363, 200-364, 200-365, 200-366, 200-367, 200-368, 200-369, 200-370, 200-371, 200-372, 200-373, 200-374, 200-375, 200-376, 200-377, 200-378, 200-379, 200-380, 200-381, 200-382, 200-383, 200-384, 200-385, 200-386, 200-387, 200-388, 200-389, 200-390, 200-391, 200-392, 200-393, 200-394, 200-395, 200-396, 200-397, 200-398, 200-399, 200-400, 200-401, 200-402, 200-403, 200-404, 200-405, 200-406, 200-407, 200-408, 200-409, 200-410, 200-411, 200-412, 200-413, 200-414, 200-415, 200-416, 200-417, 200-418, 200-419, 200-420, 200-421, 200-422, 200-423, 200-424, 200-425, 200-426, 200-427, 200-428, 200-429, 200-430, 200-431, 200-432, 200-433, 200-434, 200-435, 200-436, 200-437, 200-438, 200-439, 200-440, 200-441, 200-442, 200-443, 200-444, 200-445, 200-446, 200-447, 200-448, 200-449, 200-450, 200-451, 200-452, 200-453, 200-454, 200-455, 200-456, 200-457, 200-458, 200-459, 200-460, 200-461, 200-462, 200-463, 200-464, 200-465, 200-466, 200-467, 200-468, 200-469, 200-470, 200-471, 200-472, 200-473, 200-474, 200-475, 200-476, 200-477, 200-478, 200-479, 200-480, 200-481, 200-482, 200-483, 200-484, 200-485, 200-486, 200-487, 200-488, 200-489, 200-490, 200-491, 200-492, 200-493, 200-494, 200-495, 200-496, 200-497, 200-498, 200-499, 200-500, 200-501, 200-502, 200-503, 200-504, 200-505, 200-506, 200-507, 200-508, 200-509, 200-510, 200-511, 200-512, 200-513, 200-514, 200-515, 200-516, 200-517, 200-518, 200-519, 200-520, 200-521, 200-522, 200-523, 200-524, 200-525, 200-526, 200-527, 200-528, 200-529, 200-530, 200-531, 200-532, 200-533, 200-534, 200-535, 200-536, 200-537, 200-538, 200-539, 200-540, 200-541, 200-542, 200-543, 200-544, 200-545, 200-546, 200-547, 200-548, 200-549, 200-550, 200-551, 200-552, 200-553, 200-554, 200-555, 200-556, 200-557, 200-558, 200-559, 200-560, 200-561, 200-562, 200-563, 200-564, 200-565, 200-566, 200-567, 200-568, 200-569, 200-570, 200-571, 200-572, 200-573, 200-574, 200-575, 200-576, 200-577, 200-578, 200-579, 200-580, 200-581, 200-582, 200-583, 200-584, 200-585, 200-586, 200-587, 200-588, 200-589, 200-590, 200-591, 200-592, 200-593, 200-594, 200-595, 200-596, 200-597, 200-598, 200-599, 200-600, 200-601, 200-602, 200-603, 200-604, 200-605, 200-606, 200-607, 200-608, 200-609, 200-610, 200-611, 200-612, 200-613, 200-614, 200-615, 200-616, 200-617, 200-618, 200-619, 200-620, 200-621, 200-622, 200-623, 200-624, 200-625, 200-626, 200-627, 200-628, 200-629, 200-630, 200-631, 200-632, 200-633, 200-634, 200-635, 200-636, 200-637, 200-638, 200-639, 200-640, 200-641, 200-642, 200-643, 200-644, 200-645, 200-646, 200-647, 200-648, 200-649, 200-650, 200-651, 200-652, 200-653, 200-654, 200-655, 200-656, 200-657, 200-658, 200-659, 200-660, 200-661, 200-662, 200-663, 200-664, 200-665, 200-666, 200-667, 200-668, 200-669, 200-670, 200-671, 200-672, 200-673, 200-674, 200-675, 200-676, 200-677, 200-678, 200-679, 200-680, 200-681, 200-682, 200-683, 200-684, 200-685, 200-686, 200-687, 200-688, 200-689, 200-690, 200-691, 200-692, 200-693, 200-694, 200-695, 200-696, 200-697, 200-698, 200-699, 200-700, 200-701, 200-702, 200-703, 200-704, 200-705, 200-706, 200-707, 200-708, 200-709, 200-710, 200-711, 200-712, 200-713, 200-714, 200-715, 200-716, 200-717, 200-718, 200-719, 200-720, 200-721, 200-722, 200-723, 200-724, 200-725, 200-726, 200-727, 200-728, 200-729, 200-730, 200-731, 200-732, 200-733, 200-734, 200-735, 200-736, 200-737, 200-738, 200-739, 200-740, 200-741, 200-742, 200-743, 200-744, 200-745, 200-746, 200-747, 200-748, 200-749, 200-750, 200-751, 200-752, 200-753, 200-754, 200-755, 200-756, 200-757, 200-758, 200-759, 200-760, 200-761, 200-762, 200-763, 200-764, 200-765, 200-766, 200-767, 200-768, 200-769, 200-770, 200-771, 200-772, 200-773, 200-774, 200-775, 200-776, 200-777, 200-778, 200-779, 200-780, 200-781, 200-782, 200-783, 200-784, 200-785, 200-786, 200-787, 200-788, 200-789, 200-790, 200-791, 200-792, 200-793, 200-794, 200-795, 200-796, 200-797, 200-798, 200-799, 200-800, 200-801, 200-802, 200-803, 200-804, 200-805, 200-806, 200-807, 200-808, 200-809, 200-810, 200-811, 200-812, 200-813, 200-814, 200-815, 200-816, 200-817, 200-818, 200-819, 200-820, 200-821, 200-822, 200-823, 200-824, 200-825, 200-826, 200-827, 200-828, 200-829, 200-830, 200-831, 200-832, 200-833, 200-834, 200-835, 200-836, 200-837, 200-838, 200-839, 200-840, 200-841, 200-842, 200-843, 200-844, 200-845, 200-846, 200-847, 200-848, 200-849, 200-850, 200-851, 200-852, 200-853, 200-854, 200-855, 200-856, 200-857, 200-858, 200-859, 200-860, 200-861, 200-862, 200-863, 200-864, 200-865, 200-866, 200-867, 200-868, 200-869, 200-870, 200-871, 200-872, 200-873, 200-874, 200-875, 200-876, 200-877, 200-878, 200-879, 200-880, 200-881, 200-882, 200-883, 200-884, 200-885, 200-886, 200-887, 200-888, 200-889, 200-890, 200-891, 200-892, 200-893, 200-894, 200-895, 200-896, 200-897, 200-898, 200-899, 200-900, 200-901, 200-902, 200-903, 200-904, 200-905, 200-906, 200-907, 200-908, 200-909, 200-910, 200-911, 200-912, 200-913, 200-914, 200-915, 200-916, 200-917, 200-918, 200-919, 200-920, 200-921, 200-922, 200-923, 200-924, 200-925, 200-926, 200-927, 200-928, 200-929, 200-930, 200-931, 200-932, 200-933, 200-934, 200-935, 200-936, 200-937, 200-938, 200-939, 200-940, 200-941, 200-942, 200-943, 200-944, 200-945, 200-946, 200-947, 200-948, 200-949, 200-950, 200-951, 200-952, 200-953, 200-954, 200-955, 200-956, 200-957, 200-958, 200-959, 200-960, 200-961, 200-962, 200-963, 200-964, 200-965, 200-966, 200-967, 200-968, 200-969, 200-970, 200-971, 200-972, 200-973, 200-974, 200-975, 200-976, 200-977, 200-978, 200-979, 200-980, 200-981, 200-982, 200-983, 200-984, 200-985, 200-986,









vicinity map



N

**arolds**

landscape architects

2907 Indian Hills drive - Garland - Texas 75044 972.453.3034 www.aroldslandscape.com

LOT 3R - 1, RETAIL, OFFICE  
2900 COUNTRY CLUB ROAD  
CITY OF LUGAS, TEXAS

revision	△
shown	△
shown	△
shown	△
shown	△
shown	△
shown	△
shown	△
shown	△
shown	△



date  
FEB. 28, 2019  
sheet

**L.P.01**

LANDSCAPE PLAN	
<b>LUCAS RANCH ADDITION</b> LOT 3R - 1, BLOCK A BEING A REPEAT OF ALL OF LOT 3 OF FOREST GROVE ADDITION # CITY OF LUGAS COUNTY TEXAS ALSO BEING ALL OF THAT TRACT OF LAND SITUATED IN THE GABRIEL PITZNER SURVEY ABSTRACT NO. 316 OF THE COUNTY OF LUGAS, TEXAS 2600 COUNTRY CLUB ROAD, LUGAS, TEXAS 1.91,959 SF / 3.03 ACRES	SUBMITTAL DATE 1 12/11/2018
<b>OWNER:</b> THE LUCAS GROUP <b>DESIGNER:</b> AROLDS LANDSCAPE ARCHITECTS <b>GENERAL CONTRACTOR:</b> THE LUCAS GROUP 120 HORSESHOE BEND, FARMVIEW, TEXAS 75069 PH: 214 991 2897, E-MAIL: <a href="mailto:the Lucas Group">the Lucas Group</a>	
<b>ND &amp; Associates, LLC</b> 2105 Canyon Creek Drive, Garland, Texas 75042 Contact: Nam Khan, P.E., CFM PH: 214 653 7444, E-MAIL: <a href="mailto:nam.khan@ndandassociates.com">nam.khan@ndandassociates.com</a> FIRM # F 13369	

SCALE: 1" = 20'-0"

**PLANTING PLAN**

**Legend**

LOT 17  
SHEET GROVE ESTATES  
M.R.C.C.T.

15" R.O.W. DEED  
VOL. N, PG. 250  
M.R.C.C.T.

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

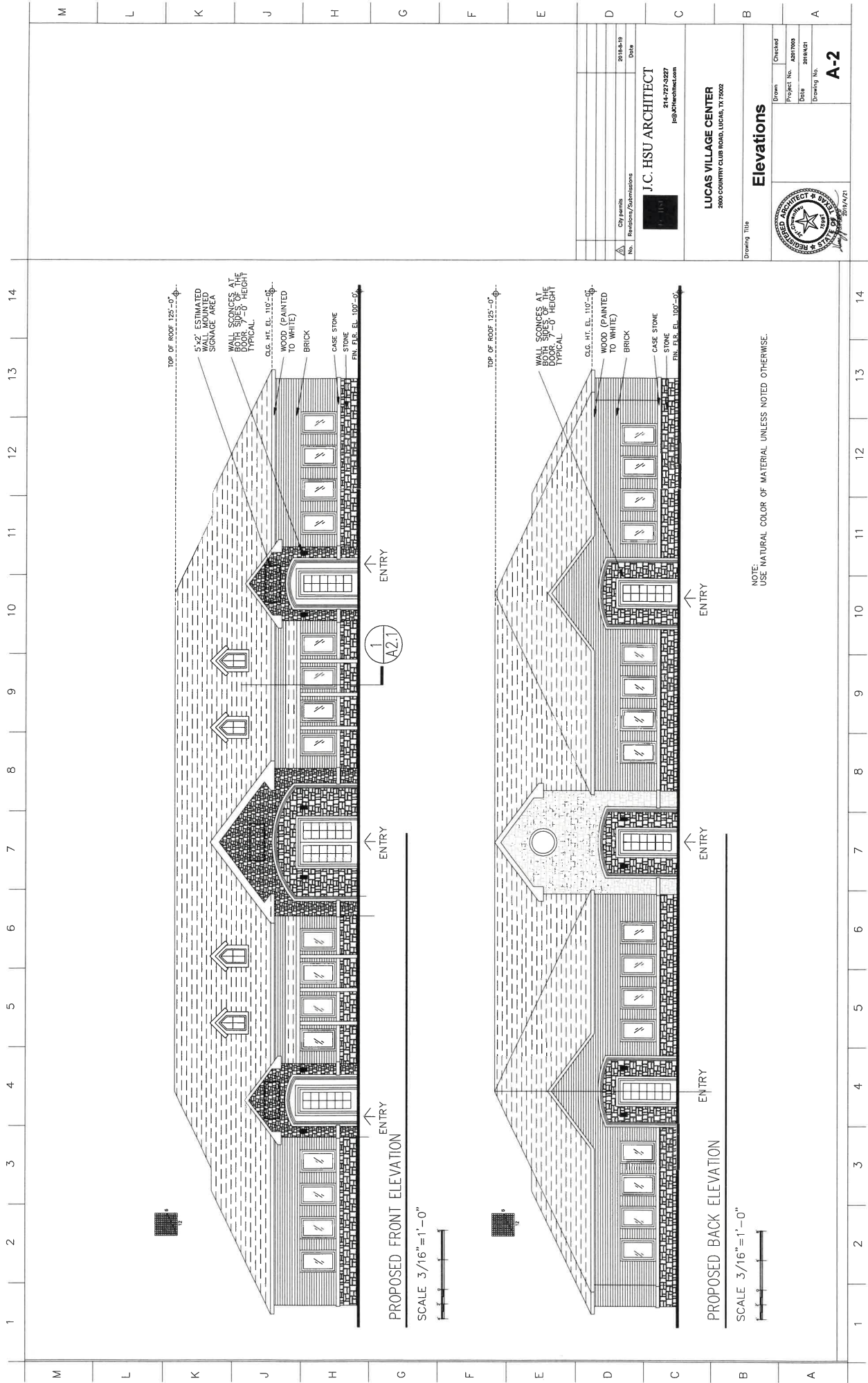
36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61

36" RCP F.L. 608.51  
36" RCP F.L. 608.61





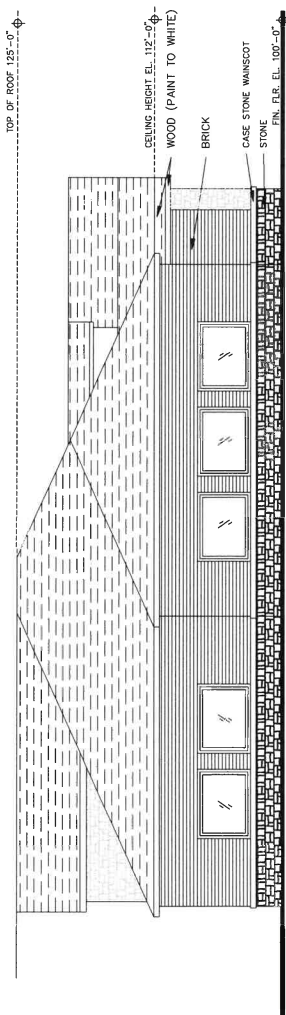


1 2 3 4 5 6 7 8 9 10 11 12 13 14

M	L	K	J	H	G	F	E	D	C	B	A
<p><b>J.C. HSU ARCHITECT</b>          014-793-8297          info@jchsuarch.com</p>										<p><b>LUCAS VILLAGE CENTER</b>          2006 COUNTY ROAD 1001A, LUCAS, TX 75002</p>	
<p><b>Elevations</b></p>										<p>Project No. A2017003          Date: 2018/4/21          Drawing No. <b>A-2</b></p>	
<p>City Limits: _____          Revisions/Submissions: _____          No. _____</p>										<p>Drawn: _____          Checked: _____          Project No. A2017003          Date: 2018/4/21          Drawing No. A-2</p>	
<p>TOP OF ROOF: 125'-0"</p>										<p>NOTE: USE NATURAL COLOR OF MATERIAL UNLESS NOTED OTHERWISE.</p>	
<p>5'x2' ESTIMATED WALL MOUNTED SIGNAGE AREA</p>										<p>SCALE 3/16" = 1'-0"</p>	
<p>WALL SCORNICES AT BOTH SIDES OF THE TYPICAL</p>										<p>SCALE 3/16" = 1'-0"</p>	
<p>G.S. HT. EL. 110'-0"</p>										<p>NOTE: USE NATURAL COLOR OF MATERIAL UNLESS NOTED OTHERWISE.</p>	
<p>WOOD (PAINTED TO WHITE)</p>										<p>SCALE 3/16" = 1'-0"</p>	
<p>BRICK</p>										<p>NOTE: USE NATURAL COLOR OF MATERIAL UNLESS NOTED OTHERWISE.</p>	
<p>CASE STONE</p>										<p>SCALE 3/16" = 1'-0"</p>	
<p>STONE</p>										<p>NOTE: USE NATURAL COLOR OF MATERIAL UNLESS NOTED OTHERWISE.</p>	
<p>FIN. F.C.S. EL. 109'-0"</p>										<p>SCALE 3/16" = 1'-0"</p>	

1 2 3 4 5 6 7 8 9 10 11 12 13 14

M	L	K	J	H	C	F	E	D	C	B	A
<p><b>J.C. HSU ARCHITECT</b>          614-793-8207          jca@jchsuarch.com</p>										<p><b>LUCAS VILLAGE CENTER</b>          2606 COUNTRY CLUB ROAD, LUCAS, TX 75702</p>	
<p><b>Elevations &amp; Section</b></p>										<p>Project No. A2075003          Date 2/18/21          Drawing No. A-2.1</p>	
<p>City permits          No. Revisions/Submissions          Date 2/18/21</p>										<p>Drawn          Checked          Project No. A2075003          Date 2/18/21          Drawing No. A-2.1</p>	

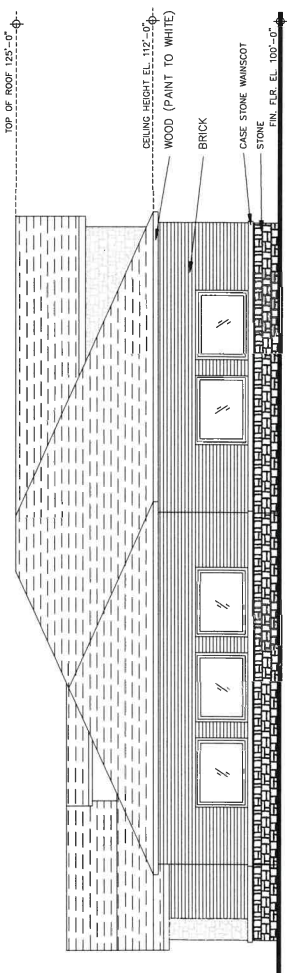
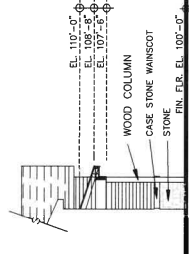


PROPOSED LEFT-HAND SIDE ELEVATION

SCALE 3/16" = 1'-0"

1 PORCH SECTION

SCALE 3/16" = 1'-0"



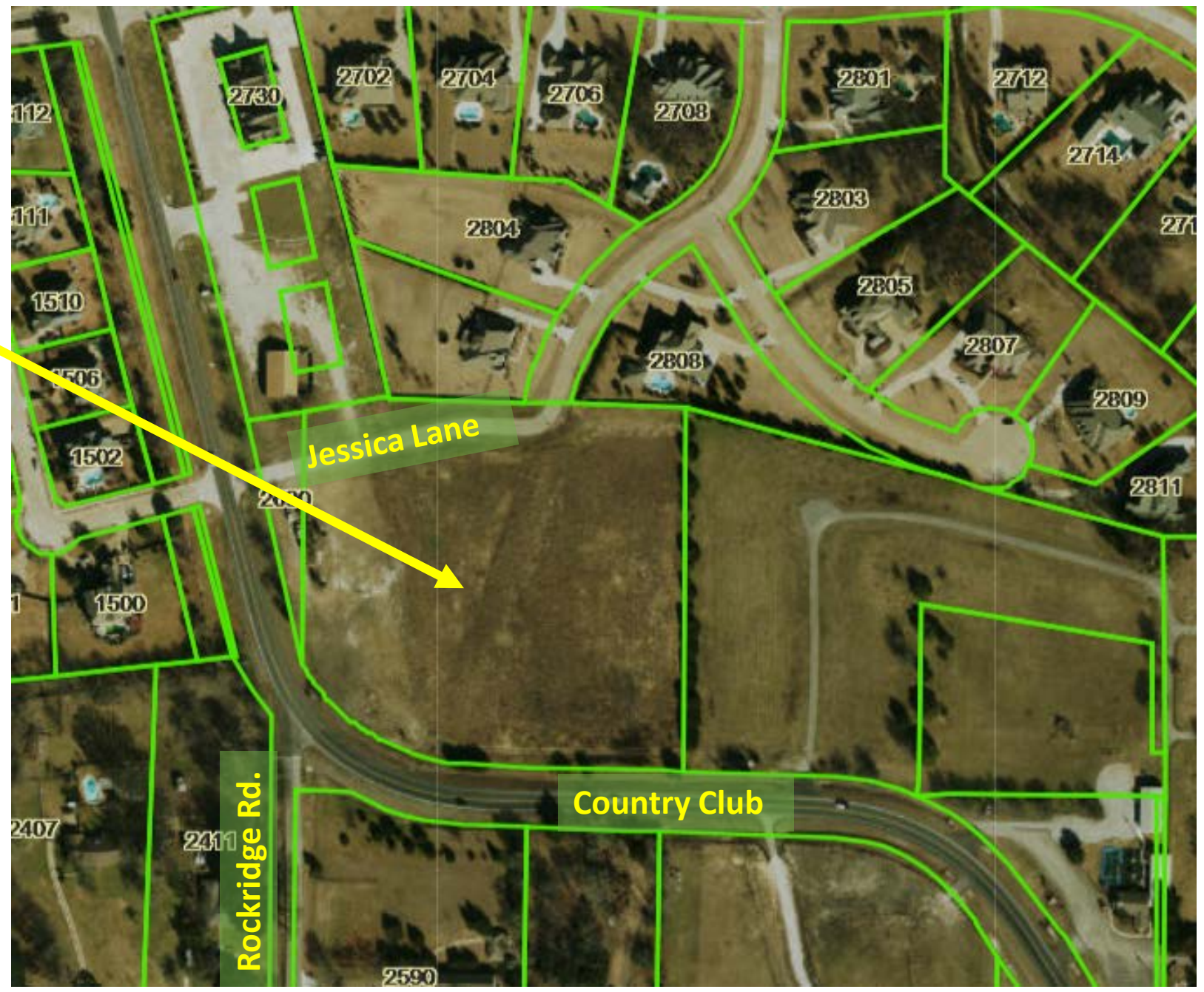
PROPOSED RIGHT-HAND SIDE ELEVATION

SCALE 3/16" = 1'-0"

NOTE: USE NATURAL COLOR OF MATERIAL UNLESS NOTED OTHERWISE.

M L K J H C F E D C B A

Proposed ~  
Lucas Ranch







# City of Lucas City Council Agenda Request May 16, 2019

Item No. 11

Requester: Development Services Director Joe Hilbourn

## **Agenda Item Request**

---

Consider the request by David K. Kochalka, P.E. with Kimley Horn and Associates on behalf of Wendy Farms Estates for approval of a minor replat changing two lots of record into three lots located in the John W. Kerby Survey, ABS #505, and being 10.641 acres of land, currently known as Lots 2 and 3 Tokalaun Park and Estuary.

## **Background Information**

---

The proposed tract is zoned R-2, with a minimum lot size permitted of two acres. All three proposed lots are equal to or greater than two acres. The proposed minor replat will convert two existing lots of record into three. This subdivision is currently part of Tokalaun Park and Estuary and the current owners are converting the name of the subdivision for the proposed three new lots to Wendy Farms Estates. The proposed plat conforms to the City's requirements.

## **Attachments/Supporting Documentation**

---

1. Minor Plat

## **Budget/Financial Impact**

---

NA

## **Recommendation**

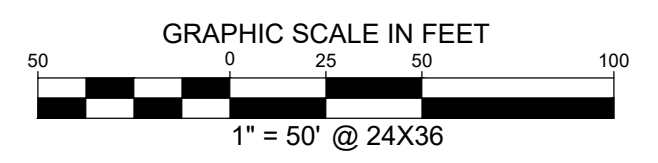
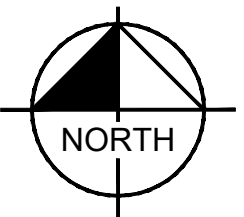
---

Staff recommends approval of the minor plat as presented. This cover sheet was submitted prior to the Planning and Zoning Commission meeting, their recommendation will be given during presentation.

## **Motion**

---

I make a motion to approve/deny the minor replat changing two lots of record into three lots located in the John W. Kerby Survey, ABS #505, and being 10.641 acres of land, currently known as Lots 2 and 3 Tokalaun Park and Estuary.

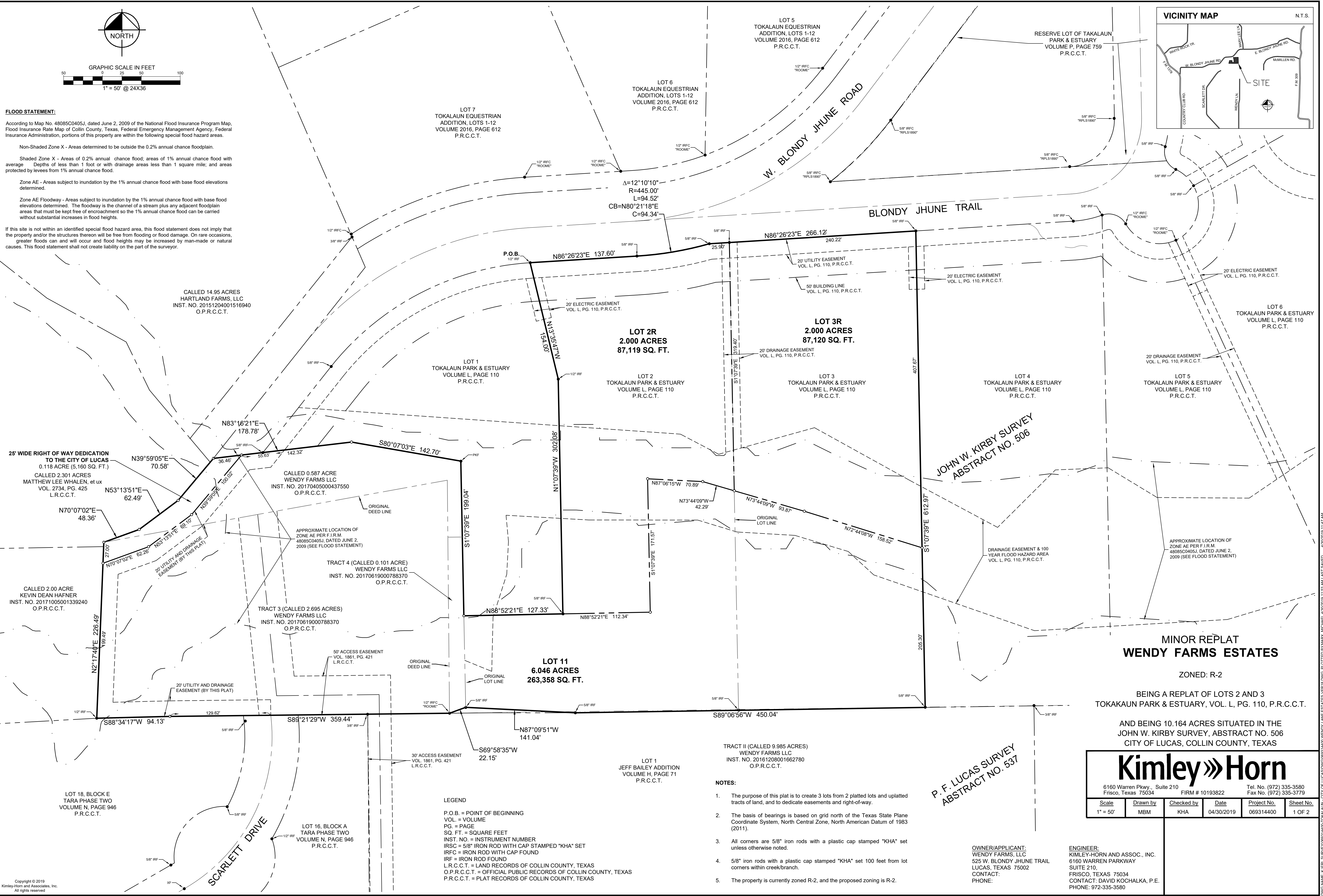
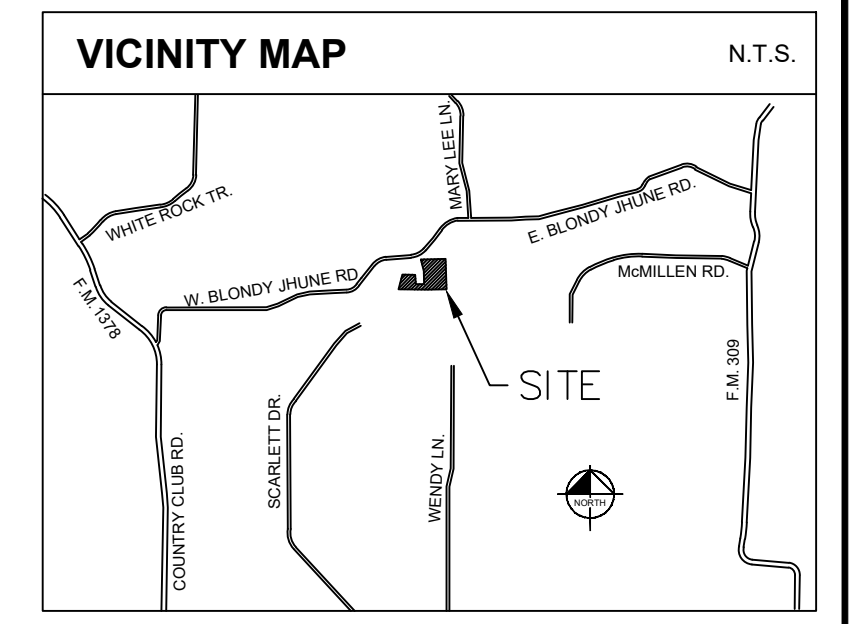


**FLOOD STATEMENT:**

According to Map No. 48085C0405J, dated June 2, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, portions of this property are within the following special flood hazard areas.

- Non-Shaded Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
- Shaded Zone X - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- Zone AE - Areas subject to inundation by the 1% annual chance flood with base flood elevations determined.
- Zone AE Floodway - Areas subject to inundation by the 1% annual chance flood with base flood elevations determined. The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so the 1% annual chance flood can be carried without substantial increases in flood heights.

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



25' WIDE RIGHT OF WAY DEDICATION TO THE CITY OF LUCAS 0.118 ACRE (5,160 SQ. FT.) CALLED 2.301 ACRES MATTHEW LEE WHALEN, et ux VOL. 2734, PG. 425 L.R.C.C.T.

CALLED 2.00 ACRE KEVIN DEAN HAFNER INST. NO. 20171005001339240 O.P.R.C.C.T.

CALLED 14.95 ACRES HARTLAND FARMS, LLC INST. NO. 20151204001516940 O.P.R.C.C.T.

CALLED 0.587 ACRE WENDY FARMS LLC INST. NO. 20170405000437550 O.P.R.C.C.T.

APPROXIMATE LOCATION OF ZONE AE PER F.I.R.M. 48085C0405J, DATED JUNE 2, 2009 (SEE FLOOD STATEMENT)

TRACT 4 (CALLED 0.101 ACRE) WENDY FARMS LLC INST. NO. 20170619000788370 O.P.R.C.C.T.

TRACT 3 (CALLED 2.695 ACRES) WENDY FARMS LLC INST. NO. 20170619000788370 O.P.R.C.C.T.

50' ACCESS EASEMENT VOL. 1861, PG. 421 L.R.C.C.T.

ORIGINAL DEED LINE

ORIGINAL LOT LINE

LOT 11 6.046 ACRES 263,358 SQ. FT.

LOT 1 JEFF BAILEY ADDITION VOLUME H, PAGE 71 P.R.C.C.T.

TRACT II (CALLED 9.985 ACRES) WENDY FARMS LLC INST. NO. 20161208001662780 O.P.R.C.C.T.

P. F. LUCAS SURVEY ABSTRACT NO. 537

JOHN W. KIRBY SURVEY ABSTRACT NO. 506

**MINOR REPLAT WENDY FARMS ESTATES**

ZONED: R-2

BEING A REPLAT OF LOTS 2 AND 3 TOKAKAUN PARK & ESTUARY, VOL. L, PG. 110, P.R.C.C.T.

AND BEING 10.164 ACRES SITUATED IN THE JOHN W. KIRBY SURVEY, ABSTRACT NO. 506 CITY OF LUCAS, COLLIN COUNTY, TEXAS

**Kimley»Horn**

6160 Warren Pkwy., Suite 210 Frisco, Texas 75034		FIRM # 10193822		Tel. No. (972) 335-3580 Fax No. (972) 335-3779	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	MBM	KHA	04/30/2019	069314400	1 OF 2

OWNER/APPLICANT: WENDY FARMS, LLC 525 W. BLONDY JHUNE TRAIL LUCAS, TEXAS 75002 CONTACT: PHONE:

ENGINEER: KIMLEY-HORN AND ASSOC., INC. 6160 WARREN PARKWAY SUITE 210, FRISCO, TEXAS 75034 CONTACT: DAVID KOCHALKA, P.E. PHONE: 972-335-3580

**LEGEND**

- P.O.B. = POINT OF BEGINNING
- VOL. = VOLUME
- PG. = PAGE
- SQ. FT. = SQUARE FEET
- INST. NO. = INSTRUMENT NUMBER
- IRSC = 5/8" IRON ROD WITH CAP STAMPED "KHA" SET
- IRFC = IRON ROD WITH CAP FOUND
- IRF = IRON ROD FOUND
- L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
- P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS

**NOTES:**

- The purpose of this plat is to create 3 lots from 2 platted lots and upplatted tracts of land, and to dedicate easements and right-of-way.
- The basis of bearings is based on grid north of the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 (2011).
- All corners are 5/8" iron rods with a plastic cap stamped "KHA" set unless otherwise noted.
- 5/8" iron rods with a plastic cap stamped "KHA" set 100 feet from lot corners within creek/branch.
- The property is currently zoned R-2, and the proposed zoning is R-2.

OWNERS CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, WENDY FARMS LLC is the owner of a tract of land situated in the John W. Kirby Survey, Abstract No. 506, City of Lucas, Collin County, Texas, and being a replat of Lots 2 and 3 of Tokalaun Park & Estuary, an addition to the City of Lucas, according to the Final Plat, recorded in Volume L, Page 110 of the Plat Records of Collin County, Texas, and being all of Tracts 1, 2, 3 and 4, conveyed to Wendy Farms LLC, as evidenced in a Special Warranty Deed, recorded in Instrument No. 20170619000788370 of the Official Public Records of Collin County, Texas, and all of a called 0.587-acre tract of land, conveyed in a Special Warranty Deed, recorded in Instrument No. 20170405000437550 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of Lot 2 and the northeast corner of Lot 1 of said Tokalaun Park & Estuary, same being on the southerly right of way line of W. Blondy Jhune Road, a called 90' wide right of way as dedicated in said Tokalaun Park & Estuary;

THENCE North 86°26'23" East, along the northerly line of said Lot 2 and the southerly right of way line of said W. Blondy Jhune Road, a distance of 137.60 feet to a 5/8-inch iron rod found for the point of curvature of a tangent curve to the left;

THENCE in an easterly direction, continuing along the along the northerly line of said Lot 2 and the southerly right of way line of said W. Blondy Jhune Road, and along the arc of said curve to the left, through a central angle of 12°10'10", having a radius of 445.00 feet, a chord bearing of North 80°2'11" East, a chord distance of 94.34 feet and an arc length of 94.52 feet to a 5/8-inch iron rod found for the end of said curve, same being the intersection of the southerly right of way line of said W. Blondy Jhune Road with the southerly right of way line of Blondy Jhune Trail, a 70' wide right of way as dedicated in said Tokalaun Park & Estuary;

THENCE North 86°26'23" East, continuing along the northerly line of said Lot 2, the northerly line of aforesaid Lot 3, and along the southerly right of way line of said Blondy Jhune Trail, a distance of 266.12 feet to a 5/8-inch iron rod found for the northeast corner of said Lot 3 and the northwest corner of Lot 4 of said Tokalaun Park & Estuary;

THENCE South 01°07'39" East, departing the southerly right of way line of said Blondy Jhune Trail and along the common line of said Lots 3 and 4, a distance of 612.97 feet to a 5/8-inch iron rod found for the southeast corner of said Lot 3 and the southwest corner of said Lot 4;

THENCE South 89°06'56" West, along the southerly line of said Lot 3 and aforesaid Lot 2, a distance of 450.04 feet to a 5/8-inch iron rod found for a corner;

THENCE North 87°09'51" West, continuing along the southerly line of said Lot 2, a distance of 141.04 feet to a 5/8-inch iron rod found for the southwest corner of said Lot 2, same being the southeast corner of aforesaid Tract 4 as conveyed to Wendy Farms LLC;

THENCE South 69°58'35" West, along the southerly line of said Tract 4, a distance of 22.15 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "ROOME" found for the southwest corner of said Tract 4, same being the southeast corner of aforesaid Tract 3 as conveyed to Wendy Farms LLC;

THENCE South 89°21'29" West, along the southerly line of said Tract 3, a distance of 359.44 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 88°34'17" West, continuing along the southerly line of said Tract 3, a distance of 94.13 feet to a 1/2-inch iron rod found for the southwest corner of said Tract 3, same being the southeast corner of a called 2.00-acre tract of land, conveyed to Kevin Dean Hafner, as evidenced in a General Warranty Deed, recorded in Instrument No. 20171005001339240 of the Official Public Records of Collin County, Texas;

THENCE North 02°17'40" East, along the westerly line of said Tract 3 and the easterly line of said 2.00-acre tract, passing the northeast corner of said 2.00-acre tract and the southerly, southeast corner of a called 2.301-acre tract, conveyed to Matthew Lee Whalen, and wife Deborah Whalen, as evidenced in a Warranty Deed, recorded in Volume 2734, Page 425 of the Land Records of Collin County, Texas, continuing along the southerly line of said 2.301-acre tract for a total distance of 226.49 feet to a PK nail set for the northwest corner of said Tract 3, same being the southwest corner of aforesaid 0.587-acre Wendy Farms LLC tract, same also being in the approximate center of aforesaid W. Blondy Jhune Road, an apparent public use road, no record found at this point;

THENCE North 70°07'02" East, along the northwesterly line of said 0.587-acre tract and the southeasterly line of said 2.301-acre tract, and along said W. Blondy Jhune Road, a distance of 48.36 feet to a PK nail set for a corner;

THENCE North 53°13'51" East, continuing along the northwesterly line of said 0.587-acre tract and the southeasterly line of said 2.301-acre tract, and said W. Blondy Jhune Road, a distance of 62.49 feet to a PK nail set for a corner;

THENCE North 39°59'05" East, continuing along the northwesterly line of said 0.587-acre tract and the southeasterly line of said 2.301-acre tract, and said W. Blondy Jhune Road, passing the easterly, southeast corner of said 2.301-acre tract and the southwest corner of a called 14.95-acre tract of land, conveyed to Hartland Farms, LLC, as evidenced in a Warranty Deed, recorded in Instrument No. 20151204001516940 of the Official Public Records of Collin County, Texas, continuing along the southeasterly line of said 14.95-acre tract, a total distance of 70.58 feet to a PK nail set for the northwest corner of said 0.587-acre tract;

THENCE North 83°16'21" East, departing the southeasterly line of said 14.95-acre tract and said W. Blondy Jhune Road, along the northerly line of said 0.587-acre tract, passing the southerly right of way line of said W. Blondy Jhune Road as dedicated in said Tokalaun Park & Estuary and the westerly, southwest corner of aforesaid Lot 1, continuing along the southerly line of said Lot 1, a total distance of 178.78 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 80°07'03" East, continuing along the northerly line of said 0.587-acre tract and the southerly line of said Lot 1, a distance of 142.70 feet to a PK nail found for the northeast corner of said 0.587-acre tract;

THENCE South 01°07'39" East, along the easterly line of said 0.587-acre tract and the westerly line of said Lot 1, passing the southeast corner of said 0.587-acre tract and the northeast corner of aforesaid Tract 4 as conveyed to Wendy Farms LLC, continuing along the easterly line of said Tract 4, a total distance of 199.04 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southerly, southwest corner of said Lot 1 and the westerly, northwest corner of aforesaid Lot 2;

THENCE North 88°52'21" East, along the southerly line of said Lot 1 and a northerly line of said Lot 2, a distance of 127.33 feet to a 5/8-inch iron rod found for the southeast corner of said Lot 1 and an inner ell corner of said Lot 2;

THENCE North 01°07'39" West, along the easterly line of said Lot 1 and a westerly line of said Lot 2, a distance of 302.08 feet to a 1/2-inch iron rod found for a corner;

THENCE North 13°35'47" West, continuing along the easterly line of said Lot 1 and a westerly line of said Lot 2, a distance of 154.00 feet to the POINT OF BEGINNING and containing 10.164 acres (442,757 square feet) of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF COLLIN §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WE, WENDY FARMS LLC, Owner, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as WENDY FARMS ESTATES, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat.

Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, we agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
• The homeowners' association shall have the authority to collect membership fees;
• As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
• The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas, and attach a lien upon each individual lot for the prorated costs of abatement.
• The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
• The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

BY: WENDY FARMS LLC

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the 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 executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

THAT I, Michael B. Marx, do hereby certify, that I prepared this plat from an actual on the 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.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2019.

PRELIMINARY PLAT
FOR INSPECTION PURPOSES ONLY

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Michael B. Marx known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas.

Chairman, Planning and Zoning Commission Date

ATTEST:

Signature Date

Print Name & 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 Lucas Development Code and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

Director of Public Works Date

The Director of Planning and Community Development 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, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

Director of Planning and Community Development Date

MINOR REPLAT
WENDY FARMS ESTATES

ZONED: R-2

BEING A REPLAT OF LOTS 2 AND 3
TOKAKAUN PARK & ESTUARY, VOL. L, PG. 110, P.R.C.C.T.

AND BEING 10.164 ACRES SITUATED IN THE
JOHN W. KIRBY SURVEY, ABSTRACT NO. 506
CITY OF LUCAS, COLLIN COUNTY, TEXAS

Kimley Horn logo and contact information: 6160 Warren Pkwy., Suite 210, Frisco, Texas 75034. FIRM # 10193822. Tel. No. (972) 335-3580, Fax No. (972) 335-3779.

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, MBM, KHA, 04/30/2019, 069314400, 2 OF 2.

OWNER/APPLICANT:
WENDY FARMS, LLC
525 W. BLONDY JHUNE TRAIL
LUCAS, TEXAS 75002
CONTACT:
PHONE:

ENGINEER:
KIMLEY-HORN AND ASSOC., INC.
6160 WARREN PARKWAY
SUITE 210,
FRISCO, TEXAS 75034
CONTACT: DAVID KOCHALKA, P.E.
PHONE: 972-335-3580



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 12

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

---

Consider authorizing the City Manager to negotiate and enter into a development agreement for the construction of an off-site drainage facility for an assisted living, memory care and retirement community on a 10-acre parcel of land of a called 17.0026-acre tract of land located in the William Snider Survey, Abstract number A0821 Tract 16.

#### **Background Information**

---

The parcel is currently zoned C for Commercial Business. The proposed use of the assisted living, memory care and retirement community require a specific use permit. Mr. Patel is proposing a combination of 39,502 square feet of assisted living and 5,924 square feet of memory care in one facility, plus 17 duplexes for a total of 34 retirements homes, and one club house.

The proposed improvements of stormwater run-off drain to an area that has been an ongoing concern for drainage. Surrounding property owners in Fox Glen and properties along McGarity Lane have expressed concerns about drainage in the area.

The purpose of the proposed agreement is to address the drainage concerns in the area and address the responsibilities of the City and the developer. The developer would be responsible for designing the project, oversite of the project, and repairing the drainage in the area. Exhibit A, B, C and D are concepts plans for the repair work, the site, legal description for the proposed work, and the legal description for the property. The City would be responsible for obtaining the easements for the project and waiving impact fees, platting fees, and other fees normally charged by the City. The City may also need to participate in costs above reimbursement to meet the City's required proportional share of the costs for the project.

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

---

1. Site Plan
2. Development Agreement
3. Preliminary Cost Estimate
4. Preliminary Reimbursement Spreadsheet
5. Drainage Improvements Concept Plan

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

---

Undetermined.



# City of Lucas

## City Council Agenda Request

### May 16, 2019

#### **Recommendation**

---

The developer of the project is asking to be credited and reimbursed for the entire project. City staff recommends approving the project in principle and credit reimburse the amount directly proportional to the City's share of the project, and the developer pay for the costs directly proportional to the work that benefits the proposed project.

The exact fees cannot be determined until the project has been designed. Attached is a preliminary cost estimate. After the fees have been established, the agreement can be brought before the City Council with exact costs. The developer needs the assurance before moving forward with the design that it is a project the City is willing to participate in.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to negotiate and enter into a development agreement for the construction of an off-site drainage facility for an assisted living, memory care and retirement community on a 10-acre parcel of land of a called 17.0026-acre tract of land located in the William Snider Survey, Abstract number A0821 Tract 16.

STATE OF TEXAS           §                   **DEVELOPMENT AGREEMENT**  
                                          §                   **Ascend Partners, LLC**  
COUNTY OF COLLIN   §                   **The Grandview Project**

This Development Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Ascend Partners, LLC (“Developer”), whose place of business for purposes of this Agreement is 8505 Rugby Drive Irving TX 75063, and the City of Lucas, Texas (“City”), whose place of business for purposes of this Agreement is 665 Country Club Road, Lucas, Texas 75002-7651. Developer and the City are sometimes referred herein together as the “Parties” and individually as a “Party”.

**Recitals:**

1. Developer or its successors or assigns will own approximately 10 acres of real property located in Lucas, Collin County, Texas (the “Property”), and being more particularly described and depicted in Exhibits “A” and “B” attached hereto.
2. The Parties contemplate that the Property will be developed to include the Ascend Residential Project, an Assisted Living and Memory Care facility consisting of an approximately 70,000 square feet primary building, up to 45 Independent Living Cottages, and an amenities clubhouse (the “Project”), as depicted on the Site Plan attached hereto as Exhibit “C”.
3. The City has requested that Developer construct an off-site drainage facility located at the southeast corner of Angel Parkway and McGarity Lane, to provide drainage for the Property and Project, as described and depicted on Exhibit “D” attached hereto (the “Improvements”).
4. Developer is willing to construct or cause to be constructed the Improvements upon the conditions that: (i) the City approve the Project and promptly provide all necessary permits and entitlements associated with the development of the Project; (ii) the City obtain, at its sole cost, all required easements and approvals from any adjacent property owners necessary for the construction and use of the Improvements (the “Easements”); and (iii) subject to the terms and conditions set forth in Section 4 below, the City waive any and all impact fees associated with the development of the Project as set forth on the Impact Fee Schedule attached hereto as Exhibit “E” (the “Impact Fees”) in an amount equal to the City’s Proportionate Share of the cost of the Improvements.
5. Developer shall competitively bid the cost of the Improvements in compliance with Chapter 252 of the Texas Local Government Code, as amended.

**Section 1. Incorporation of Recitals.** The above and foregoing Recitals (i) are true and correct and are incorporated herein and made a part hereof for all purposes; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement.

**Section 2. Term.** This Agreement shall be effective as of the Effective Date. This Agreement shall remain in full force and effect from the Effective Date until Developer and the City have completed their respective obligations hereunder. Notwithstanding the foregoing this Agreement shall automatically terminate if Developer elects not to acquire the Property.

**Section 3. Definitions.**

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall have the meaning ascribed to such term in the Preamble.

"City Council" shall mean the City Council for the City.

"City Engineer" shall mean the City Engineer or designee for the City.

"Developer" shall have the meaning ascribed to such term in the Preamble.

"Effective Date" shall mean the last date of execution hereof by Developer and City.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Impact Fees" shall have the meaning ascribed to such term in Section 4 of the Recitals.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by Developer within the City.

"Improvements" shall have the meaning ascribed to such term in Section 3 of the Recitals.

"Property" shall have the meaning ascribed to such term in Section 1 of the Recitals.

“Proportionate Share” shall mean, with respect to the Developer, the portion of stormwater or runoff attributed to the Property and flowing to the Improvements; and with respect to the City, the remaining portion of stormwater or runoff not attributed to the Property and flowing to the Improvements.

**Section 4. Design and Construction of Improvements.**

A. Developer agrees to design and construct the Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City and the Approved Plans (as herein defined). The City agrees to reimburse the Developer for the City’s Proportionate Share of the cost of the Improvements through the waiving of the Impact Fees as more particularly described in Section 5 below.

B. Developer shall submit plans for the alignment, design and construction of the Improvements to the City for review and approval by the City Engineer (the “Preliminary Plans”). The Preliminary Plans shall include an estimated cost of design and construction of the Improvements (the “Estimated Costs”). The current Estimated Costs are \$577,400.00. Upon receipt of the Preliminary Plans, the City Engineer shall, in writing, accept or notify Developer of its objections to the Preliminary Plans within fifteen (15) days after receipt. Should there be objections, Developer shall respond to any objections within ten (10) days of receipt of City Engineer’s written objections. The City Engineer shall, in writing, review the revised Preliminary Plans within ten (10) days after receipt. The process will continue using the above timeframes until the Preliminary Plans are approved in writing by the City Engineer. In the event the City Engineer does not timely provide any objections to the Preliminary Plans, the Preliminary Plans will be deemed approved. The Preliminary Plans, once approved (or deemed approved, as applicable), shall be referred to herein the “Approved Plans”.

C. Subject to extensions for delays caused by events of Force Majeure, Developer agrees to cause the commencement of the construction of the Improvements within ninety (90) days after the later of: (i) the date that all required and necessary Easements have been acquired by the City and delivered to Developer, in the reasonable opinion of Developer; (ii) the Preliminary Plans have been approved in writing by the City; and (iii) Developer receives written confirmation that its Proportionate Share of the cost of the Improvements does not exceed twenty percent (20%).

D. Notwithstanding anything to the contrary set forth in this Agreement, in the event that either: (a) the Developer’s Proportionate Share of the cost of the Improvements exceeds twenty percent (20%); or (b) the City is unable to obtain the Easements within one hundred eighty (180) days from the Effective Date, Developer shall have the right, in its sole discretion, to elect not to construct the Improvements and instead construct onsite detention on the Property at its sole cost and the City shall not be required to waive the Impact Fees.



**Section 5. Impact Fee Waiver.**

A. In the event that the Developer is constructing the Improvements, as each portion of the Impact Fees comes due in connection with the development of the Project, the City shall waive the collection (and provide a written confirmation of such waiver to Developer) within ten (10) days of that portion of the Impact Fees coming due. The total amount of Impact Fees waived shall not exceed the actual cost of the Improvements. If the actual cost of the Improvements exceeds the Estimated Costs, the City shall reimburse the Developer for the total approved and verifiable actual costs of the construction of the Improvements within ten (10) days after request therefor. The current estimate of the Impact Fees is \$422,413.89 as set forth on the schedule attached hereto as Exhibit "E".

B. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Developer. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Section 6. Termination; Repayment.**

A. Termination. This Agreement may be terminated upon any one or more of the following:

- (i) by mutual written agreement of the Parties;
- (ii) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (iii) by the City, if (i) any Impositions owed to the City or the State of Texas by Developer shall have become delinquent, and (ii) such delinquency is not cured by Developer within thirty (30) days after receipt of written notice thereof from the City (provided, however, Developer retains the right to timely and properly protest and contest any such taxes or Impositions);
- (iv) by the City, if Developer suffers an Event of Bankruptcy or Insolvency; or
- (v) upon written notice, by the City or Developer, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

B. Repayment. In the event the Agreement is terminated by the City pursuant to Section 6A (ii), (iii), (iv) or (v), Developer shall immediately pay to the City an amount equal to

the Impact Fee waived by the City. The repayment obligation of Developer set forth in this Paragraph 6(b) hereof shall survive termination. In no event shall the Developer's termination of this Agreement as set forth in Section 6A (ii) limit the Developer's right to seek any relief available at law or in equity.

C. Offsets. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court.

**Section 7. Authority and Enforceability.**

A. Developer represents and warrants to City that Developer is duly authorized to transact business in the State of Texas. Developer has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer enforceable in accordance with its terms, except as such enforceability may be affected by applicable bankruptcy laws and similar laws affecting creditors' rights or by equitable principles, whether arising in a case at law or in equity.

B. The City represents and warrants to the Developer that this Agreement has been approved by resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so.

**Section 8. Notice.**

Any notice required by this Agreement shall be deemed to be properly served three (3) days thereafter if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City:

Attn: Joni Clarke  
City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002-7663  
Phone: 972-727-1242

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Phone: 214-965-9900

If intended for Developer:

Attn: Anand Patel  
8505 Rugby Drive

With a copy to:

Wick Phillips  
Attn: Rob Wills

**Section 9. Recording; Covenant Running with the Property.** This Agreement shall be recorded in the real property records of Collin County, Texas. THIS AGREEMENT AND ALL OF ITS TERMS, CONDITIONS, AND PROVISIONS IS AND SHALL CONSTITUTE A RESTRICTION AND CONDITION UPON THE PROJECT AND ALL PORTIONS THEREOF AND A COVENANT RUNNING WITH THE PROJECT AND ALL PORTIONS THEREOF, AND IS AND SHALL BE BINDING UPON DEVELOPER AND ALL OF ITS HEIRS, SUCCESSORS, AND ASSIGNS AND THE FUTURE DEVELOPERS OF THE PROPERTY AND ANY PORTION THEREOF; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed. Notwithstanding the foregoing, Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation right, title, or interest of the Developer under this Agreement to any person or entity that is or will become owner of any portion of the Property. The City shall not assign this Agreement without the prior written consent of Developer.

**Section 10. Miscellaneous.**

A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Collin County, Texas.

B. 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, joint venture, joint enterprise, or other relationship between or among the Parties.

C. 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 shall 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.

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time

thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

G. This Agreement is made subject to the existing provisions of the Charter of the City of Lucas, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

I. This Agreement may be only amended or altered by written instrument signed by Developer and the City.

J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

L. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. DEVELOPER ACKNOWLEDGES AND AGREES THAT TO ITS ACTUAL KNOWLEDGE AS OF THE EFFECTIVE DATE:**

**(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT AND THE OTHER DEVELOPMENT OBLIGATIONS IMPOSED BY THE CITY UPON THE PROJECT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

**a. TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**

- b. VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS;
- c. NUISANCE; AND/OR
- d. CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE PROJECT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) DEVELOPER HEREBY AGREES THAT THE WAIVER OF THE IMPACT FEES IN CONSIDERATION FOR THE CONSTRUCTION OF THE IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH IMPROVEMENTS, AND DEVELOPER HEREBY WAIVES ANY CLAIMS THEREFORE THAT IT MAY HAVE.

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

M. By its execution of this Agreement, the City waives its governmental immunity from suit and immunity from liability as to any action brought by the Developer to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. This paragraph shall survive the termination of this Agreement.

*(signature page to follow)*

**EXECUTED** in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LUCAS, TEXAS**

By: \_\_\_\_\_  
Joni Clarke, City Manager

**Approved as to Form**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(03-06-2019:TM106581)

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF COLLIN**   §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Joni Clarke, City Manager of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Signature of Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**EXECUTED** in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ASCEND PARTNERS, LLC**

By: \_\_\_\_\_  
Name: Anand Patel  
Title: Manager

**STATE OF TEXAS** §  
                                          §  
**COUNTY OF DALLAS** §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Anand Patel in his capacity as Manager of Ascend Partners LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Signature of Notary Public,  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**Legal Description of the Property**

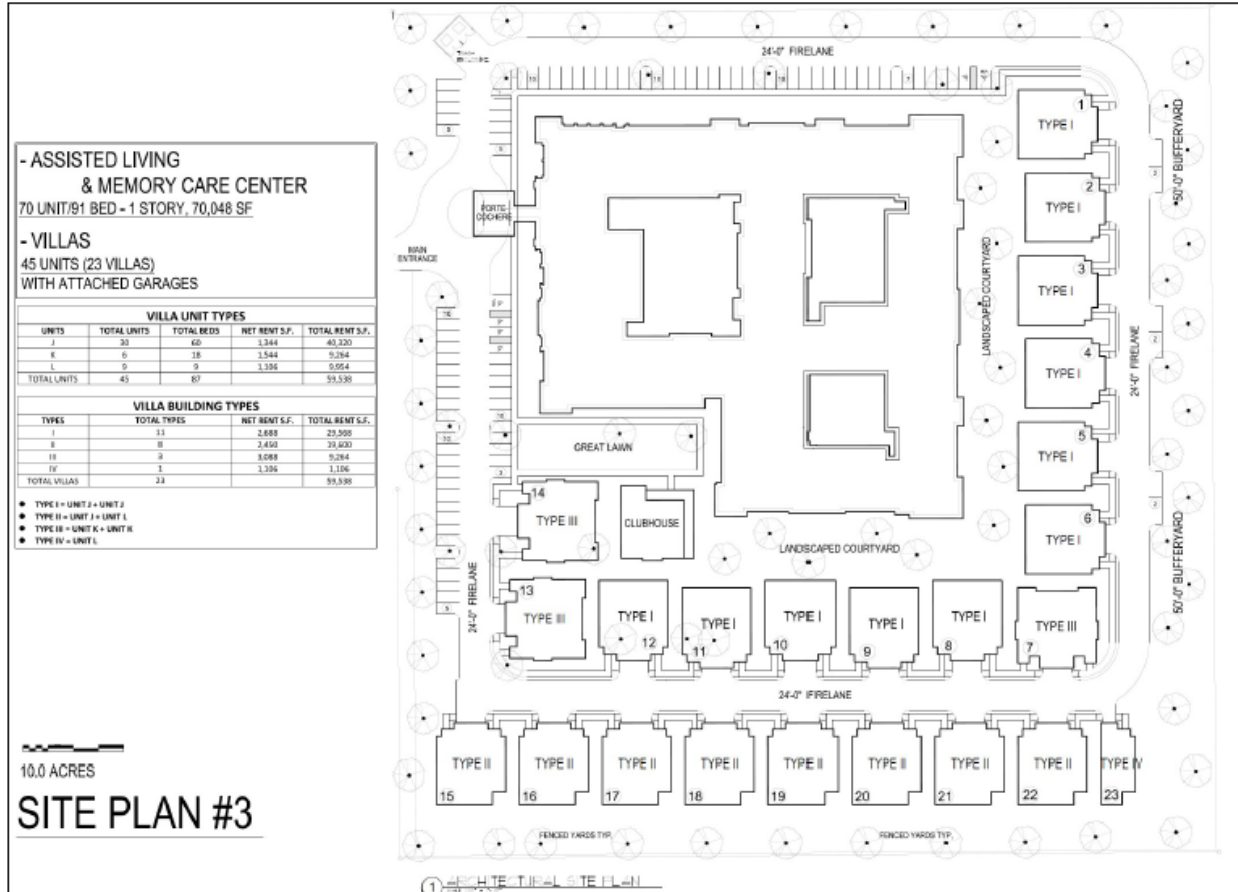
DRAFT



**Exhibit B  
Depiction of the Property**

DRAFT

## Exhibit C Proposed Site Plan



**Exhibit D  
Concept Plan  
Drainage Improvements**



**Exhibit E  
Impact Fee Schedule**

IMPACT FEE SCHEDULE				
FEE	TOTAL AMOUNT	BASE FEE	PER SF	Notes
Stormwater Run Off	\$ 600.00			
Public Improvements	\$ 1,200.00			3% OF COST OF PUBLIC IMPROVEMENTS. This number will be closer to \$30,000
Road Impact	\$ 298,311.89			
Water Impact	\$ 83,352.00			
Planning & Zoning	\$ 1,350.00			
Preliminary Plat	\$ 900.00	\$ 800.00	10	
Final Plat	\$ 900.00	\$ 800.00	10	
Site Plan	\$ 350.00	\$ 300.00	10	
Concept Plan	\$ 150.00			
Landscape Plan	\$ 300.00			
Parks Impact Fee	\$ 35,000.00			

Total \$ 422,413.89



# City of Lucas City Council Agenda Request May 16, 2019

Item No. 13

Requester: Development Services Director Joe Hilbourn

## **Agenda Item Request**

---

Consider amending the Fiscal Year 18/19 budget 11-General fund balance in the amount of \$15,000 and associated expense account 11-8999-200 Building improvements for the replacement of OSSF (on site sewerage facilities) at City Hall.

## **Background Information**

---

In February the City's septic tanks were full and leaking and were pumped by AAA Septic System and Repair. Mid-April the tanks were full again. We had the system inspected by AAA Septic System and Repair, they believe the lateral lines are no longer functioning and were crushed or blocked. The County will no longer permit leach field repairs, the City will have to update facilities to an aerobics type system.

## **Attachments/Supporting Documentation**

---

N/A

## **Budget/Financial Impact**

---

The capital outlay will reduce General Fund Reserves by \$15,000.

## **Recommendation**

---

Staff recommends a new septic system be installed.

## **Motion**

---

I hereby make a motion to approve/deny amending the Fiscal Year 18/19 budget 11-General fund balance in the amount of \$15,000 and associated expense account 11-8999-200 Building improvements for the replacement of OSSF (on site sewerage facilities) at City Hall.



# City of Lucas Council Agenda Request May 16, 2019

Item No. 14

Requester: Mayor Pro Tem Kathleen Peele  
City Engineer Stanton Foerster

## **Agenda Item Request**

---

Consider Joint Resolution No. 2019-13(R) between the Cities of Lucas, Texas and Wylie, Texas clarifying the common boundary line.

## **Background Information**

---

The City of Lucas is interested in completing an application for leasing land for public park and recreation from the U. S. Army Corps of Engineers (USACE). The City of Lucas has moved forward with a Memorandum of Understanding which is currently under review by the USACE Regional Office as an interim step in formalizing our partnership with USACE to assist in maintaining Highland and Brockdale Park Trailheads and the portion of Trinity Trail located within the City of Lucas boundaries.

## **Attachments/Supporting Documentation**

---

1. Resolution No. 2019-13(R)

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

The Mayor Pro Tem recommends approval of Resolution No. 2019-13(R).

## **Motion**

---

I make a motion to approve/deny Joint Resolution No. 2019-13(R) of the City Councils of the Cities of Lucas, Texas and Wylie, Texas, clarifying an establishing the Cities' common boundary line by amending the joint resolution adopted on August 21, 1987, that was amending and republished on April 26, 1988, Lucas Resolution R-1988-04-00055; authorizing the Mayors of the Cities to execute the necessary annexation and deannexation agreements on behalf of the Cities.

**RESOLUTION NO. 2019-13(R)**

**A JOINT RESOLUTION OF THE CITY COUNCILS OF THE CITIES OF LUCAS, TEXAS AND WYLIE, TEXAS (“CITIES”), CLARIFYING AND ESTABLISHING THE CITIES’ COMMON BOUNDARY LINE BY AMENDING THE JOINT RESOLUTION ADOPTED ON AUGUST 31, 1987, THAT WAS AMENDED AND REPUBLISHED ON APRIL 26, 1988, LUCAS RESOLUTION R-1988-04-00055; AUTHORIZING THE MAYORS OF THE CITIES TO EXECUTE THE NECESSARY ANNEXATION AND DE-ANNEXATION AGREEMENTS ON BEHALF OF THE CITIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Cities entered into an Amended Joint Resolution, Lucas Resolution R-1988-04-00055 on April 26, 1988 (the “Amended Joint Resolution”), that amended the Joint Resolution adopted on August 31, 1987, which is attached hereto as Exhibit “A” that established the Cities’ common boundary line; and

**WHEREAS**, the Amended Joint Resolution did not include a depiction of the common boundary line and contained ambiguities; and

**WHEREAS**, the Cities now desire to clarify the Amended Joint Resolution in order to establish with certainty the Cities’ common boundary line and agree to enter into any necessary annexation and de-annexation agreements to establish the common boundary line;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCILS OF THE CITIES OF LUCAS, TEXAS AND WYLIE, TEXAS:**

**SECTION 1.** That the Cities desire to establish the common boundary line that is described and depicted in Exhibits “B” and “C” (“Common Boundary Line”).

**SECTION 2.** That the Cities agree to initiate the de-annexation of any territory conflicting with the Common Boundary Line on or before October 1, 2019.

**SECTION 3.** That City Councils of the Cities hereby authorize staff to prepare any necessary annexation or de-annexation ordinances for the purpose of establishing the Common Boundary Line provided such ordinances are brought before the Councils for individual consideration.

**SECTION 4.** That all provisions of the Resolutions of the Cities of Lucas, Texas and Wylie, Texas, that are in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the Cities not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 5.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

**SECTION 6.** That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lucas, Texas,

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Stacy Henderson, City Secretary  
(01-15-2019:TM105397)

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on

the 23rd day of April, 2019.

**ATTEST:**

**APPROVED:**

*Stephanie Storm*  
\_\_\_\_\_  
Stephanie Storm, City Secretary

*Eric Hogue*  
\_\_\_\_\_  
Eric Hogue, Mayor





EXHIBIT "A"  
Amended Joint Resolution

New Resolution #  
R-1988-04-00055

AMENDED JOINT RESOLUTION  
BETWEEN THE CITIES OF  
WYLIE AND LUCAS, TEXAS

87-08-31A  
Ref. 88-04-07

WHEREAS, the cities of Lucas and Wylie, Texas, adopted a Joint Resolution on August 31, 1987, to establish their ultimate boundaries;

WHEREAS, the City of Wylie desires certain changes in the resolution adopted August 31, 1987;

WHEREAS, the City of Lucas has no objection and agrees to the changes requested by the City of Wylie;

WHEREAS, the following is the Joint Resolution Between The Cities Of Wylie And Lucas, Texas of August 31, 1987, as amended and republished:

WHEREAS, the cities of Lucas and Wylie, Texas, desire to establish with certainty their ultimate common boundaries now and in the future; and

WHEREAS, it is the desire of the cities of Lucas and Wylie to establish their common extraterritorial jurisdiction boundary line, and in order to accomplish this end, the governing bodies of the cities of Lucas and Wylie have met and desire to enter into an agreement apportioning, by mutual consent, that the territory between these two cities and their overlapping extraterritorial jurisdiction (E.T.J.);

THEREFORE BE IT RESOLVED that the common E.T.J. line or ultimate common boundary of the City of Lucas and the City of Wylie, Collin County, Texas, is as described in Exhibit "A" attached hereto and included herein for all purposes as hereby adopted by the cities of Wylie and Lucas.

BE IT FURTHER RESOLVED that in order to implement this boundary agreement, the City of Wylie will on or before June 1, 1988, disannex the territory annexed by the City of Wylie in the following Wylie Annexation Ordinances: 86-42, 86-43 and 86-44. In addition, the City of Wylie will disannex a portion of the territory annexed under Wylie Ordinances 86-12 and 86-45, the same being described as that territory in the first 600 feet south of the north line of Abstract 303 and that territory in the first 3200 feet east of the west line of Abstract 303.

BE IT FURTHER RESOLVED that as consideration for this agreement and the Wylie disannexations described herein, Lucas will not file suit against Wylie for encroachment on Lucas' extraterritorial jurisdiction and Lucas will not consent without Wylie's prior approval of any municipal utility district or any

AMENDED JOINT RESOLUTION BETWEEN WYLIE AND LUCAS - Page 1 4-12


COPY

other similar governmental subdivision that may require Lucas' consent as a prerequisite for formation in the territory that Wylie will disannex as heretofore described.

BE IT FURTHER RESOLVED that in further consideration of this agreement Lucas will disannex that territory that is south of the center-line of Parker Road, F.M. 2514.

BE IT FURTHER RESOLVED that upon passage of this Joint Resolution by the City Councils of both Wylie and Lucas, that both cities will direct their respective City Attorneys to draft Ordinances and contracts to finalize and implement the Wylie-Lucas ultimate common boundary agreement.

APPROVED AND SIGNED this the 7 day of April,  
1988.

  
Gerry Ann Guzman, Mayor, Lucas, Texas

APPROVED AND SIGNED this the 26th day of April,  
1988.

  
Chuck Trimble, Mayor, Wylie, Texas

**EXHIBIT A**

**DESCRIPTION OF PROPOSED ULTIMATE CITY LIMIT LINE  
BETWEEN WYLIE AND LUCAS, TEXAS**

**BEGINNING** at the intersection of the East line of Aztec Trail and the South line of the LEROY FARMER SURVEY, ABSTRACT NO. 334, the same being on the boundary line as agreed between the City of Lucas and the City of St. Paul dated July 17, 1975;

**THENCE** Northerly along the projection of the East line of Aztec Trail to the South line of the ORPHA SHELBY SURVEY, ABSTRACT NO. 799;

**THENCE** Easterly along the South line of the ORPHA SHELBY SURVEY (A-799) to the Southeast corner thereof;

**THENCE** Northerly along the East line of the ORPHA SHELBY SURVEY (A-799) and a projection thereof to a point that is 600 feet South of the Northwest corner of the D. FARMER SURVEY;

**THENCE** Easterly parallel to and 600 feet South of the North line of the D. FARMER SURVEY to a point that is 3,200 feet East of the West line of the D. FARMER SURVEY; and

**THENCE** Northerly parallel to and 3,200 feet East of the West line of the D. FARMER SURVEY to a point that intersects the Easterly extension of the Fairview-Lucas boundary agreement as described in a Joint Resolution Between The Cities Of Fairview And Lucas dated March 1, 1977 and filed in Volume 1045 at Page 775 of the Collin County Deed Records.

**THENCE** Westerly along the prolongation of the extension of the Fairview/Lucas Boundary Agreement referenced herein to the Corp of Engineers take line of the Lake Lavon Reservoir.

EXHIBIT "B"  
Common Boundary Line Description

A TWO-PART DESCRIPTION OF THE ULTIMATE BOUNDARY BETWEEN  
THE CITY OF WYLIE AND THE CITY OF LUCAS, TEXAS

**PART 1**

BEGINNING at the intersection of the South existing and future FM 2514 (also known as Parker Road) right-of-way line and the existing and future centerline of the Bois D'Arc Lane right-of-way of in the Squire T. Lewis Survey, Abstract No. 529;

THENCE Northerly along the existing and future centerline of the Bois D'Arc Lane right-of-way to the point of intersection with the existing and future centerline of the FM 2514 right-of-way;

THENCE Easterly along the existing and future centerline of the FM 2514 right-of-way;

ENDING at the intersection of the 1) existing and future centerline of the FM 2514 right-of-way and 2) the projected of the East existing and future FM 1378 (also known as Southview Drive in the City of Lucas and Country Club Road in the City of Wylie) right-of-way line in the M.L. Morris Survey, Abstract No. 561.

**PART 2**

BEGINNING at the intersection of the East existing and future Aztec Trail (also known as Country Road No. 303) right-of-way line and the projected South existing and future Aztec Trail (also known as Country Road No. 303) right-of-way line;

THENCE Northerly along the projection of the East existing and future Aztec Trail right-of-way line to the South line of the Orpha Shelby Survey, Abstract No. 799;

THENCE Easterly along the South line of the Orpha Shelby Survey, Abstract No. 799, to the Southeast corner of the Orpha Shelby Survey, Abstract No. 799;

THENCE Northerly along the East line of the Orpha Shelby Survey, Abstract No. 799, to the South line of the D. Farmer Survey, Abstract No. 303;

THENCE Northerly along the projected East line of the Orpha Shelby Survey, Abstract No. 799, and parallel to and East of the West line of the D. Farmer Survey, Abstract No. 303;

EXHIBIT "B"  
Common Boundary Line Description

THENCE to a point being on the projected East line of the Orpha Shelby Survey, Abstract No. 799, and 600 feet south of the North line of the D. Farmer Survey, Abstract No. 303;

THENCE Easterly parallel to and 600 feet South of the North line of the D. Farmer Survey, Abstract No. 303, to a point that is 3,200 feet East of the West line of the D. Farmer Survey, Abstract No. 303;

THENCE Northerly parallel to and 3,200 feet East of the West Line of the D. Farmer Survey, Abstract No. 303, to a point that intersects with the South existing and future FM 3286 (also known as East Lucas Road) right-of-way line;

THENCE Northeasterly along the South existing and future FM 3286 right-of-way line;

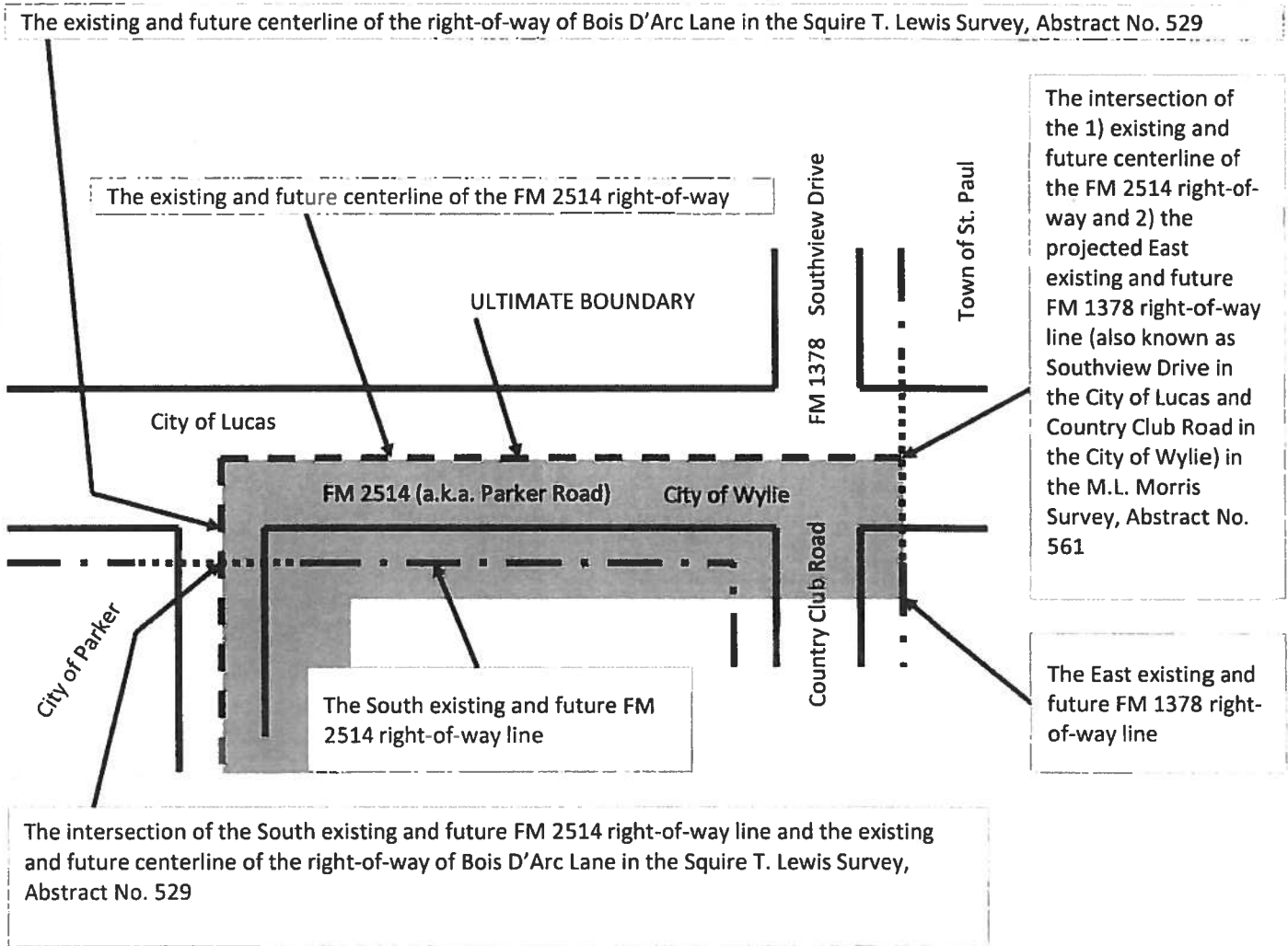
ENDING to the intersection of the 1) South existing and future FM 3286 right-of-way line, 2) Army Corp of Engineer Lavon Lane take line, and 3) the Pecan Hills Installation No. 2, a subdivision to Collin County, according to the map recorded in Volume D, Page 153 (Document No. 19840618000378270), Collin County Map and Plat.

# EXHIBIT "C"

## Common Boundary Line Depiction

### PART 1

SHEET 1 of 3

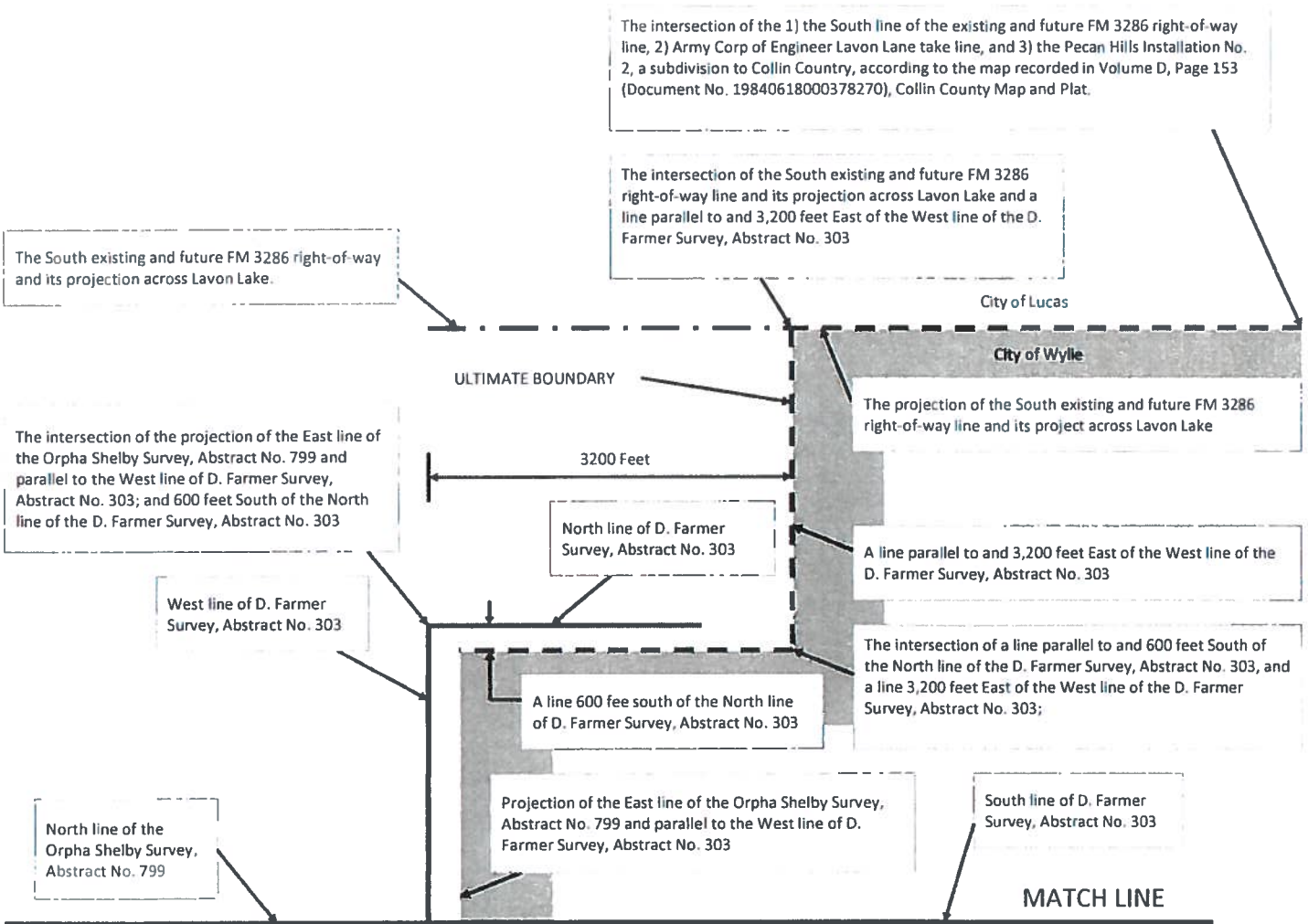


# EXHIBIT "C"

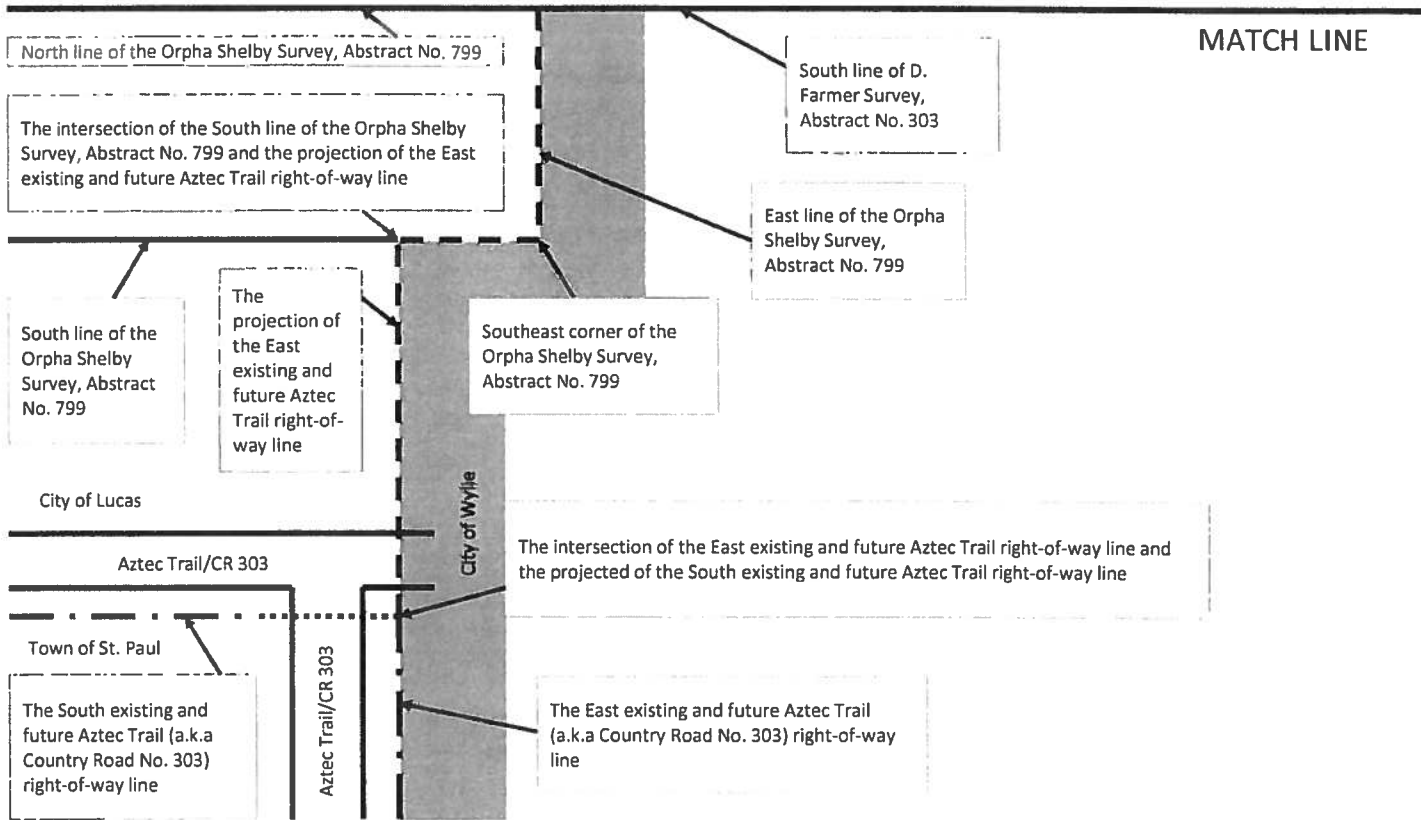
## Common Boundary Line Depiction

### PART 2

#### SHEET 2 of 3



**EXHIBIT "C"**  
**Common Boundary Line Depiction**  
**PART 2**  
 SHEET 3 of 3







# City of Lucas City Council Agenda Request May 16, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

---

Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 6, 2019 and ending May 31, 2020.

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas Council Agenda Request May 16, 2019

Item No. 16

Requester: Councilmember Tim Baney

## **Agenda Item Request**

---

Consider establishing a Farmers Market in the City of Lucas.

## **Background Information**

---

A farmers' market is a marketplace intended to sell foods directly by farmers and growers to consumers. Farmers' markets can take on the characteristic of the community they serve by selling fruits, vegetables, meats, cheeses, and sometimes prepared foods and beverages. With the City of Lucas having many citizens with free range chickens and beehives, it would provide a location to sell fresh eggs and honey. The City of Lucas is also home to many gardeners who may want to sell plants, including native plants and flowers, to the public to promote the beautification of our community.

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

To be determined.

## **Recommendation**

---

I recommend that the staff prepare an article for the July newsletter to gauge public interest in this activity and conduct research to determine potential vendors to establish the viability of this endeavor.

## **Motion**

---

NA



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 17

Requester: Mayor Pro Tem Kathleen Peele, Councilmember Debbie Fisher, and Councilmember Steve Duke

#### **Agenda Item Request**

---

Consider and discuss preliminary plat, engineering, and drainage for 11.9-acre, five residential lot subdivision known as the The Farmstead (formally known as Benton Stables/Lee Estates) located on the north side of the Estates Parkway (FM 2170) and Ingram Lane intersection at 1890 Estates Parkway. The approval of the preliminary plat is not part of this agenda item.

#### **Background Information**

---

City staff became aware of the possibility of development of a property known as Benton Stables in the Fall of 2017 and started reviewing drawings in January of 2018. The preliminary plat was approved by the City of Lucas Planning and Zoning Commission on March 8, 2018. The following are the approved minutes from the March 8, 2018, Planning and Zoning Commission meeting:

- 6. Consider the request by Barrett Owens on behalf of Daniel and Lana Afseth for a preliminary plat for a tract of land being 11.941 acres situated in the James Grayum Survey, Abstract Number 354 otherwise known as 1890 Estates Parkway.**

Chairman Rusterholtz stated that an updated preliminary plat was distributed noting minor changes that had been requested by staff.

Development Services Director Joe Hilbourn explained that the preliminary plat consisted of five 2-acre lots on 11.94 acres of land. Mr. Hilbourn noted that there was currently a drainage ditch running through each lot in the development and drainage would have to be addressed as part of development for this subdivision. A private road was also being added to this development requiring Planning and Zoning Commission and City Council approval.

Commissioner Sperling asked what options were available for drainage on these properties.

Mr. Hilbourn explained that during the construction phase of the project the drainage ditch would be moved, reconfigured and required to meet all City regulations. Mr. Hilbourn stated that the private road would also meet all City requirements.

Chairman Rusterholtz asked if variances would be required for each lot to construct a home that would not be located within a drainage ditch.



# City of Lucas

## City Council Agenda Request

### May 16, 2019

Item No. 17

Mr. Hilbourn explained that any variance request would have needed to occur before plat approval. Once the plat was approved, a self-imposed hardship has been created. Mr. Hilbourn stated that he had spoken with the applicant making him aware of the variance requirements, and the applicant noted his intentions to move the drainage ditch during construction and would not be requesting a variance.

**MOTION:** A motion was made by Alternate Commissioner Johnson, seconded by Commissioner Guillemaud to recommend approval of the preliminary plat for a tract of land being 11.941 acres situated in the James Grayum Survey, Abstract Number 354 otherwise known as 1890 Estates Parkway. The motion passed unanimously by a 5 to 0 vote.

In January of 2018, Engineering Concepts & Design submitted concept plans to the City of Lucas for Lee Estates for review. The review process took a year due to the complexity of the drainage and the limitations of the City Code. The engineering plans were approved for construction by City Engineer Stanton Foerster on March 18, 2019, under the name of The Farmstead, and the plans set included a revised preliminary plat. The delay in the engineering approval focus around concerns for the drainage impacts of the subdivision.

No detention is required within The Farmstead per City of Lucas Code Section 10.04.005:

Specific requirements; general - Sediment shall be maintained on site and excess stormwater runoff shall be detained in connection with any new construction, development, redevelopment, or land use change occurring within the city in accordance with the requirements set forth in this article. Notwithstanding the foregoing, exceptions to this requirement are as follows: (1) For stormwater detention, the development of any subdivision of five or less single-family lots...

Given that The Farmstead has five single-family lots, no detention is required per City Code. Staff worked closely with the developer to create 13-cubic-feet-per-second unrequired detention. Approximately 275 acres of drainage area flows through The Farmstead. This acreage/flow comes from the following: 1) the east-west drainage flow between The Farmstead and a portion of Lovejoy High School property including drainage flows from 1 through 10 Orchard Road in the Lemontree Country Estates neighborhood; and 2) the Claremont Springs subdivision.

The Farmstead drainage does not negatively impact the Kingswood Estates and Lemontree Country Estates neighborhoods.

The 50- and 40-foot wide drainage easements through 2, 3, and 4 Kingswood Drive are usable by any property adjacent to and upstream of the Kingswood Estates neighborhood.



# City of Lucas City Council Agenda Request May 16, 2019

## **Attachments/Supporting Documentation**

---

1. P&Z Agenda Item No. 6 dated March 8, 2018.
2. Farmstead Preliminary Plat
3. Farmstead Construction Plans dated March 18, 2019.
4. Kingswood Estates Plat

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

I make a motion to...



# City of Lucas Planning and Zoning Request March 8, 2018

Item No. 06

Requester: Development Services Director Joe Hilbourn

## **Agenda Item:**

Consider the request by Barrett Owens on behalf of Daniel and Lana Afseth for a preliminary plat for a tract of land being 11.941 acres situated in the James Grayum Survey, abstract number 354 otherwise known as 1890 Estates Parkway.

## **Background Information:**

The proposed subdivision is currently zoned R-2 and has five proposed lots all over 2-acres. The plat conforms to the City's requirements; however, because there is a creek running through every lot in the development, drainage is going to be a challenge in this small subdivision. The development will be required to meet all drainage standards.

## **Attachments/Supporting Documentation:**

1. Preliminary Plat

## **Budget/Financial Impact:**

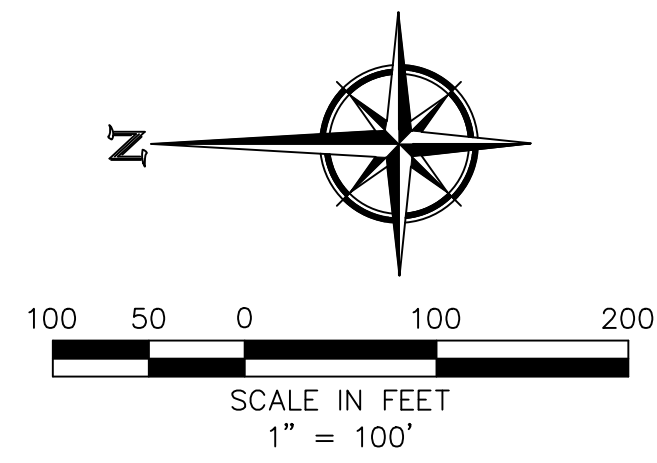
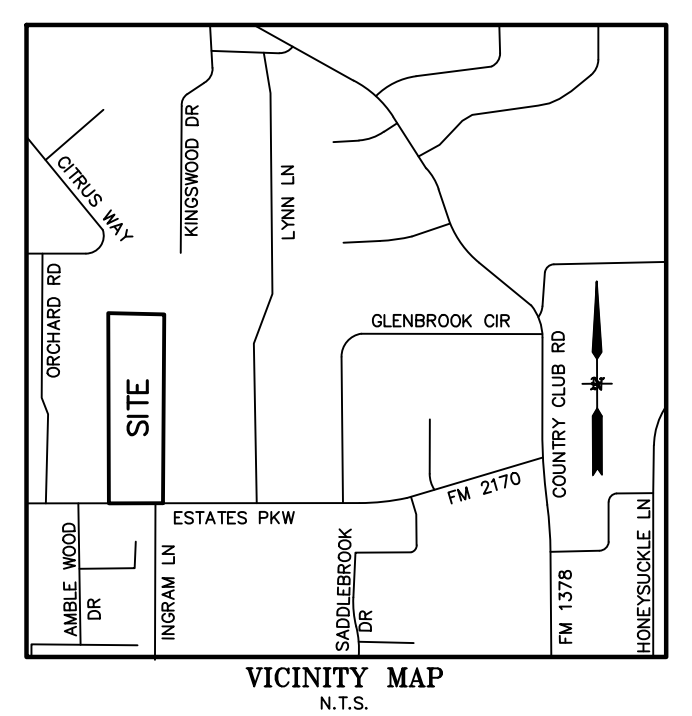
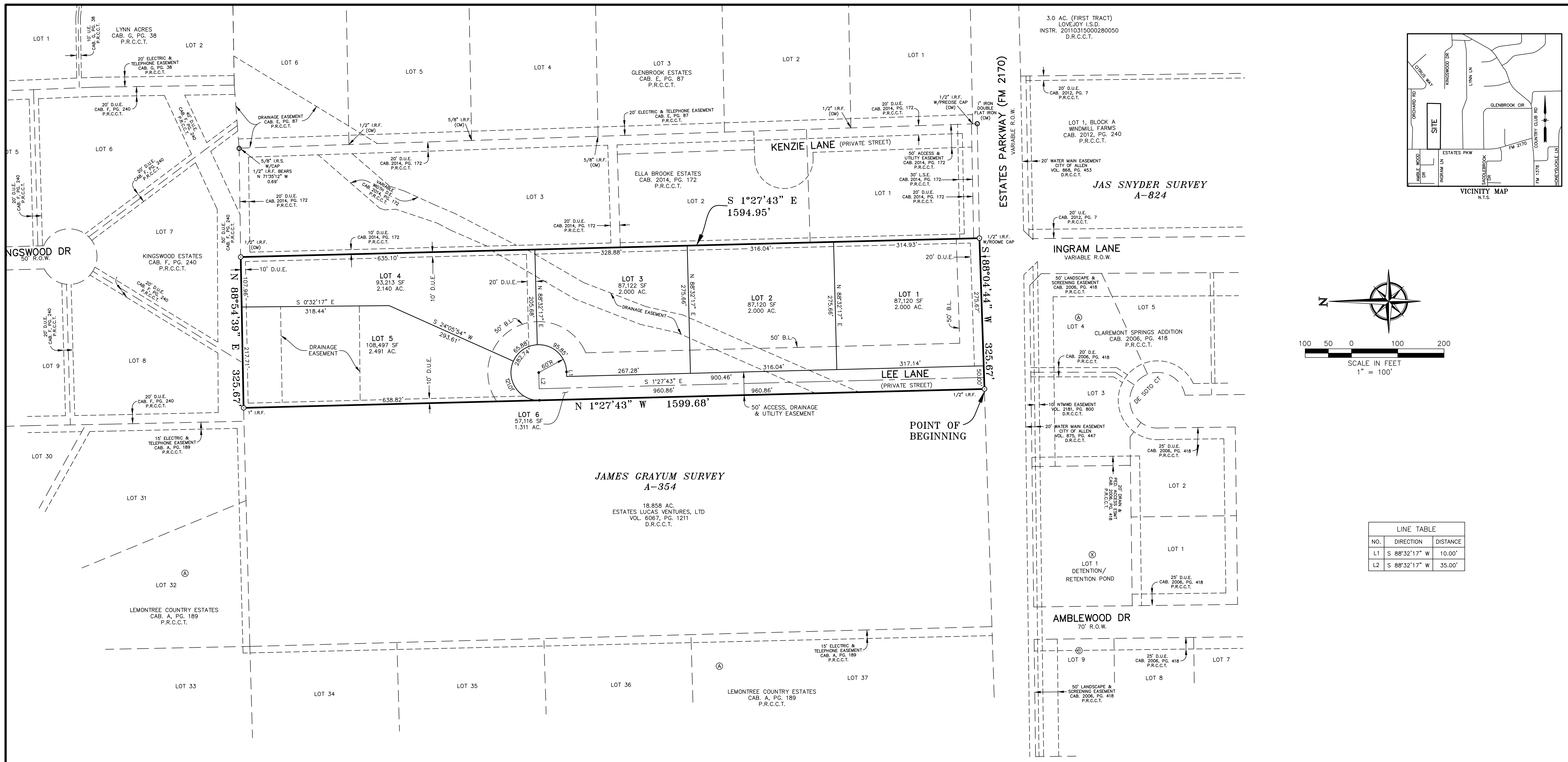
N/A

## **Recommendation:**

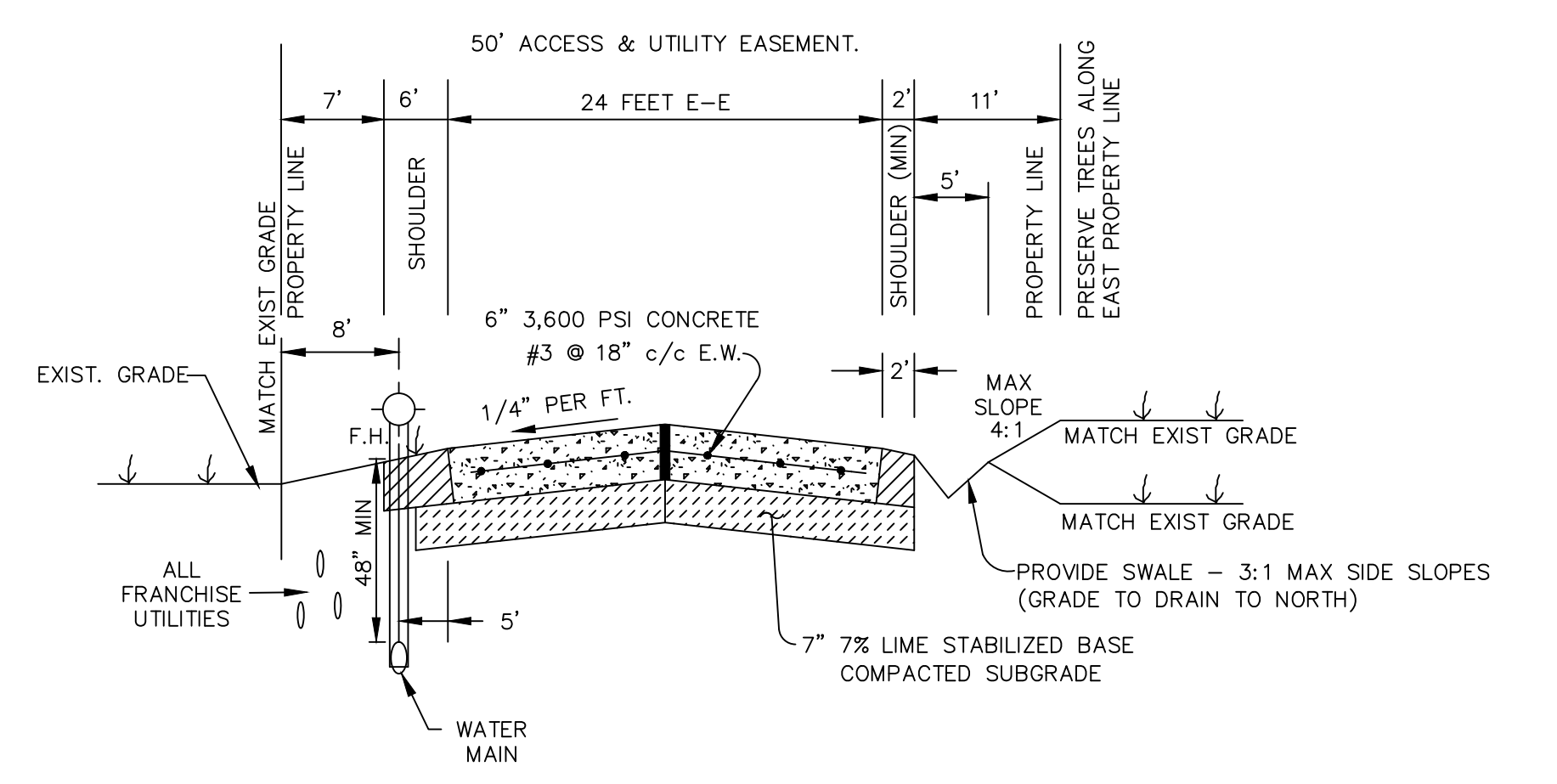
Staff recommends approving as presented.

## **Motion:**

I make a motion to approve/deny the request by Barrett Owens on behalf of Daniel and Lana Afseth for a preliminary plat for a tract of land being 11.941 acres situated in the James Grayum Survey, abstract number 354 otherwise known as 1890 Estates Parkway.



LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 88°32'17" W	10.00'
L2	S 88°32'17" W	35.00'



TYPICAL PAVING SECTION  
(24 E-E CONCRETE STREET)  
(LOOKING NORTH)

LEGEND	
5/8" I.R.S. W/CAP	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3963"
I.R.F.	IRON ROD FOUND
B.L.	BUILDING SETBACK LINE
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE EASEMENT
U.E.	UTILITY EASEMENT
(CM)	CONTROLLING MONUMENT
D.R.C.C.T.	DEEDS RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
SPC	STATE PLANE COORDINATES

- NOTES:
- According to my interpretations of the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48085C0405 J, dated June 02, 2009, the subject property lies within flood zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.
  - Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
  - Unless otherwise noted, a 1/2" iron rod will be set at all lot corners, whenever possible, after all construction for this subdivision is completed.
  - Bearings and coordinates shown hereon are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (TX83-NCF).
  - The Private Road Lot (Lot 6) is dedicated to and will be maintained by the Homeowners Association.
  - The 50' Access Easement is dedicated to the Homeowners Association.

EXISTING ZONING: R-2  
PROPOSED ZONING: R-2  
5 RESIDENTIAL LOTS  
1 HOMEOWNERS ASSOCIATION LOT  
DENSITY: 0.419 LOTS/ACRE  
AVG. LOT SIZE: 2.126 ACRE  
MIN. LOT SIZE: 2.00 ACRE

"Preliminary Plat - For Inspection Purposes Only."

LAND SURVEYOR  
**GRIFFITH SURVEYING CO., LLC**  
605 AVENUE B, SUITE 115  
LONGVIEW, TX 75604  
(903) 295-1560  
FAX (903) 295-1570  
FIRM NO. 10083600 JOB NO. \_\_\_\_

OWNER/DEVELOPER  
**DANIEL LEE AFSETH & LANA LOUISE AFSETH**  
1890 ESTATES PARKWAY  
LUCAS, TX 75002

PRELIMINARY PLAT  
**LEE ESTATES**  
LOTS 1-5, BLOCK A  
5 RESIDENTIAL LOTS  
BEING 11.941 ACRES  
SITUATED IN THE  
JAMES GRAYUM SURVEY, ABSTRACT NO. 354  
CITY OF LUCAS, COLLIN COUNTY, TEXAS

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 001145  
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098  
(972) 941-8400 FAX (972) 941-8401

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, DANIEL LEE AFSETH AND LANA LOUISE AFSETH BEING the owners of a 11.941 acre tract of land situated in the City of Lucas, Collin County, Texas, and being part of the James Grayum Survey, Abstract No. 354, and being all of that certain 11.941 acre tract of land described in deed to Daniel Lee Afseth and Lana Louise Afseth, as recorded in Instrument 20140828000931730, Deed Records, Collin County, Texas, said 11.941 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 11.941 acre tract and the southeast corner of a called 18.858 acre tract of land described in deed to Estates Lucas Ventures, Ltd, as recorded in Volume 6067, Page 1211 of said Deed Records, said corner being in the north right-of-way line of Farm to Market Road 2170 (Estates Parkway), a variable width right-of-way;

THENCE North 01 degrees 27 minutes 43 seconds West, with the common boundary line of said 11.941 acre tract and said 18.858 acre tract, a distance of 1599.68 feet to a 1-inch iron rod found for the common north corner of said 11.941 acre tract and said 18.858 acre tract, said corner being in the southerly boundary line of Lot 8, Kingswood Estates, an addition to the City of Lucas, as recorded in Cabinet F, Page 240, Plat Records, Collin County, Texas;

North 88 degrees 54 minutes 39 seconds East, with the common boundary line of said 11.941 acre tract and said Kingswood Estates, a distance of 325.67 feet to a 1/2-inch iron rod found for the common north corner of said 11.941 acre tract and Lot 3, Ella Brooke Estates, an addition to the City of Lucas, as recorded in Cabinet 2014, Page 172, of said Plat Records;

THENCE South 01 degrees 27 minutes 43 seconds East, with the common boundary line of said 11.941 acre tract and said Ella Brooke Estates, a distance of 1594.95 feet to a 1/2-inch iron rod with cap stamped "ROOME" found for the common south corner of said 11.941 acre tract and said Ella Brooke Estates, said corner being in the north right-of-way line of said Estates Parkway;

THENCE South 88 degrees 04 minutes 44 seconds West, with the south boundary line of said 11.941 acre tract and the north right-of-way line of said Estates Parkway, a distance of 325.67 feet to the POINT OF BEGINNING AND CONTAINING 520,187 square feet or 11.941 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, Daniel Lee Afseth and Lana Louise Afseth, do hereby adopt this plat designating the herein described property as LEE ESTATES, an addition to the City of Lucas, Texas, and do hereby dedicate to the public use forever, the easements shown thereon. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Lucas's use thereof. The City of Lucas and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the systems in said Easements. The City of Lucas and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of their respective systems without the necessity at any time procuring the permission from anyone. The Private Road Lot and Access Easement shown hereon is dedicated to the Homeowners Association for the use and accommodation of fire, police and emergency services, trash collection services, homeowner access and utility services. The Private Road Lot and Access Easement will be maintained by the Homeowners Association.

This plat approved subject to all platting ordinances, rules, regulations and resolution of the City of Lucas, Texas.

BY: Daniel Lee Afseth Lana Louise Afseth

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Daniel Lee Afseth and Lana Louise Afseth, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public in and for the State of Texas
My Commission Expires: \_\_\_\_\_

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

Chairman, Planning and Zoning Commission Date

ATTEST:

Signature Date

Name Date

The 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, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

Director of Planning and Community Development Date

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Chris E. Griffith, hereby certify, that I prepared this plat was made from an actual on the 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

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. This preliminary plat is released on February 2, 2018 for review by the City of Lucas and other parties for comments and progression to an approved preliminary plat.

CHRIS E. GRIFFITH
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 4836

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert C. Myers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public in and for the State of Texas
My Commission Expires: 02/14/2019

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

On-Site Sewage Facilities (OSSF) Notes:

- 1. All lots must utilize alternative type On-Site Sewage Facilities.
2. There is an existing Conventional OSSF on Lot 2. The existing OSSF may NOT be used for a new structure and the entire system must be replaced with an approved alternative system (after review and permitting through CCDS). The existing system must be legally abandoned per Texas Administrative Code Chapter 30, Section §285.36 (Abandoned Tanks, Boreholes, Cesspools, and Seepage Pits) prior to any new construction on Lot 2.
3. All lots must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
4. Tree removal and/or grading for OSSF may be required on individual lots.
5. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

"Preliminary Plat - For Inspection Purposes Only."

PRELIMINARY PLAT
LEE ESTATES

LAND SURVEYOR
GRIFFITH SURVEYING CO., LLC
605 AVENUE B, SUITE 115
LONGVIEW, TX 75604
(903) 295-1560
FAX (903) 295-1570
FIRM NO. 10083600 JOB NO. \_\_\_\_

LOTS 1-5, BLOCK A
5 RESIDENTIAL LOTS
BEING 11.941 ACRES
SITUATED IN THE
JAMES GRAYUM SURVEY, ABSTRACT NO. 354
CITY OF LUCAS, COLLIN COUNTY, TEXAS

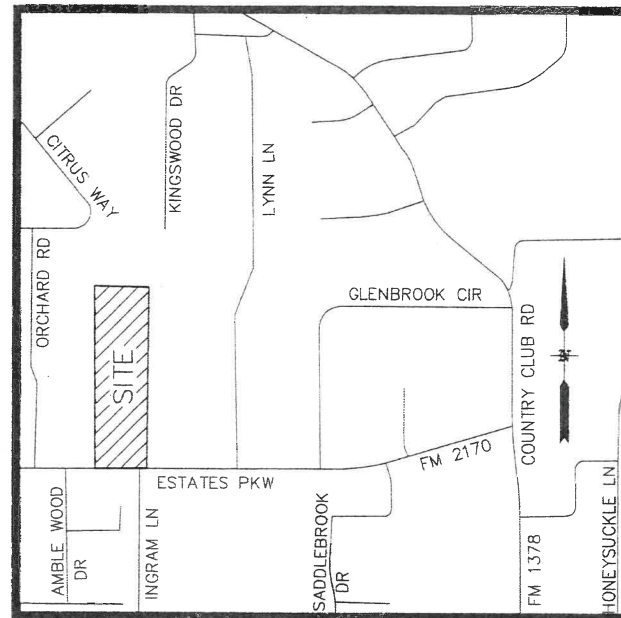
OWNER/DEVELOPER
DANIEL LEE AFSETH &
LANA LOUISE AFSETH
1890 ESTATES PARKWAY
LUCAS, TX 75002

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401



# CONSTRUCTION PLANS FOR THE FARMSTEAD

CITY OF LUCAS, COLLIN COUNTY, TEXAS  
5 SINGLE FAMILY LOTS, 11.941 ACRES



VICINITY MAP  
N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	PRELIMINARY PLAT
03	PRELIMINARY PLAT LEGAL
04	GENERAL NOTES & TYPICAL SECTION
05	PAVING PLAN & PROFILE
06	GRADING PLAN
07	DRAINAGE AREA MAP
08	DETENTION CALCULATIONS
09	STORM PLAN & PROFILES - STM LN1 & STM LN2
10	WATER PLAN
11	EROSION CONTROL PLAN
12	WATER DETAILS
13	PAVING & EROSION CONTROL DETAILS
14	TxDOT CONCRETE WINGWALLS - PW
15	TxDOT - SAFETY END TREATMENT - SETP-PD

APPROVED  
CITY OF LUCAS  
ENGINEER  
DATE  
**3-18-19**

FOR CONSTRUCTION

MARCH 2019

ENGINEERINGCONCEPTS & DESIGN, L.P.

THE FARMSTEAD  
CITY OF LUCAS, COLLIN COUNTY, TEXAS

**CAUTION! EXISTING UTILITIES**

CONTRACTOR SHOULD CALL 1-800-DIG-TESS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

OWNER/DEVELOPER  
**OW HOMES, LLC**  
890 WEST FOREST GROVE ROAD  
LUCAS, TX 75002-8446  
214-801-5183

LAND SURVEYOR  
**R.C. MYERS SURVEYING, LLC**  
488 ARROYO COURT  
SUNNYVALE, TX 75182  
(214) 532-0636  
FAX (972) 412-4875  
EMAIL: rcmsurveying@gmail.com  
FIRM NO. 10192300 JOB NO. 418



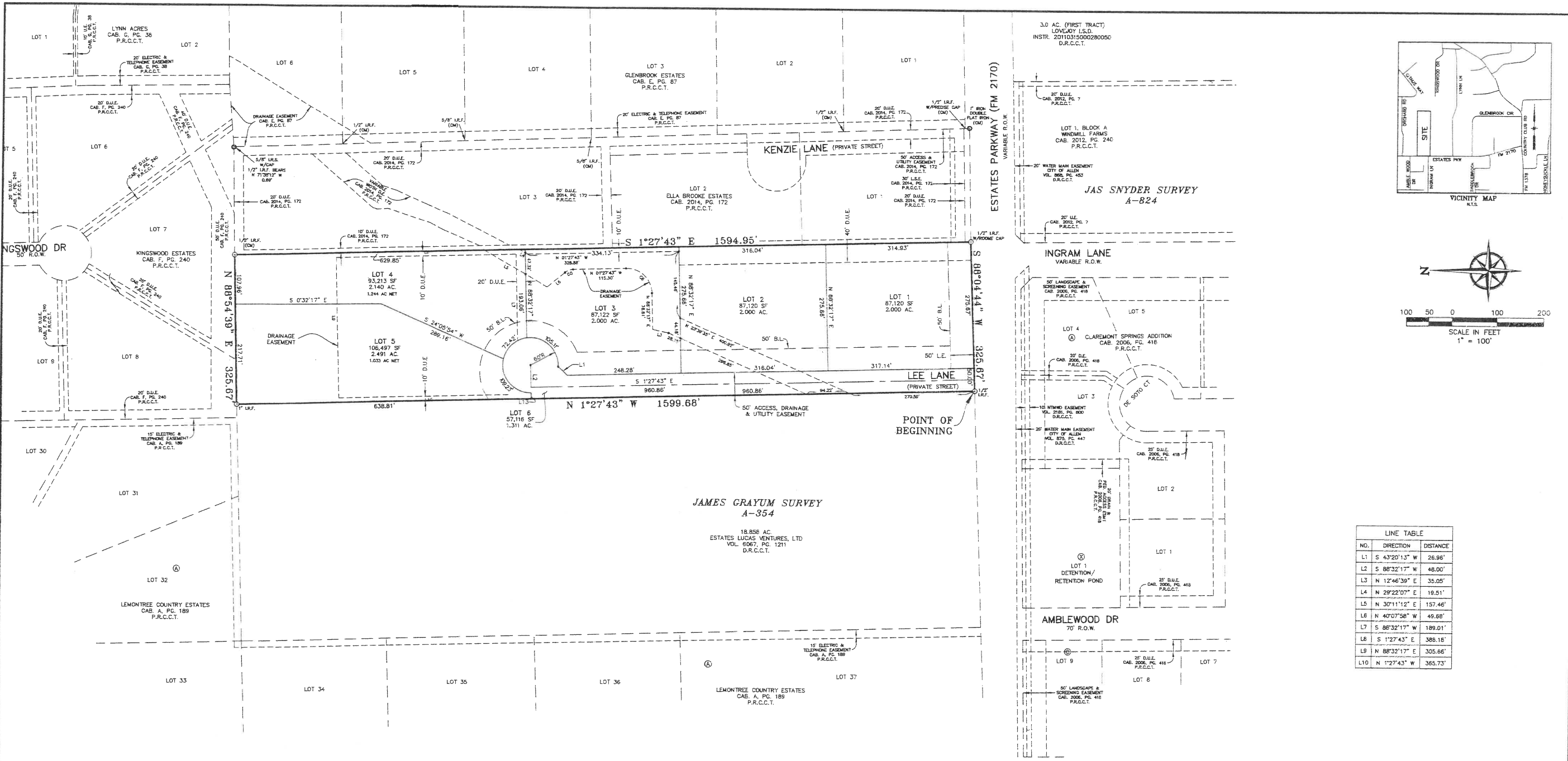
ENGINEERING / PROJECT MANAGEMENT /  
CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:	
DATE	MARCH 2019
PROJECT NO.	08361
DWG FILE NAME	08361 COVER SHEET.DWG

THIS DOCUMENT IS RELEASED FOR  
THE PURPOSE OF CONSTRUCTION.  
THE SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY MATT ATKINS, P.E. 93968



SHEET  
01  
OF  
15

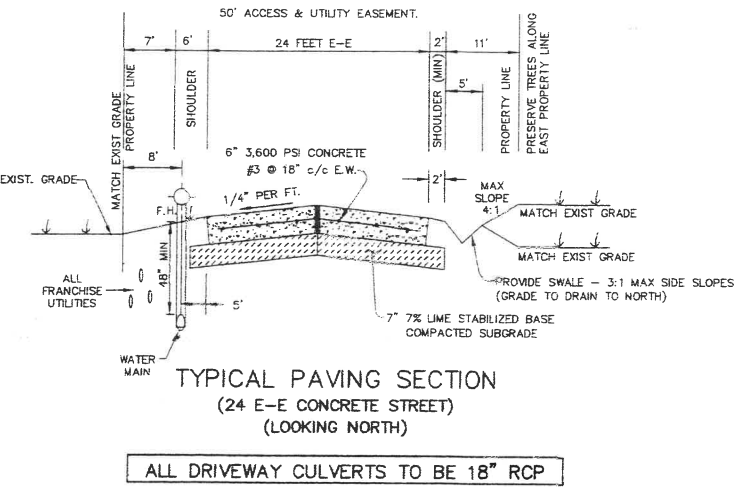
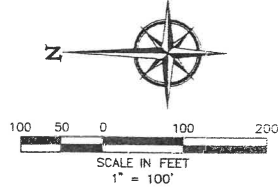


LINE TABLE

NO.	DIRECTION	DISTANCE
L1	S 43°20'13" W	26.96'
L2	S 88°32'17" W	48.00'
L3	N 12°46'39" E	35.05'
L4	N 29°22'07" E	19.51'
L5	N 30°11'12" E	157.46'
L6	N 40°07'58" W	49.68'
L7	S 86°32'17" W	189.01'
L8	S 1°27'43" E	388.16'
L9	N 88°32'17" E	305.66'
L10	N 1°27'43" W	355.73'

**JAMES GRAYUM SURVEY  
A-354**  
18.856 AC.  
ESTATES LUCAS VENTURES, LTD  
VOL. 6067, PG. 1211  
D.R.C.C.T.

**JAS SNYDER SURVEY  
A-824**



LEGEND

5/8" I.R.S. W/CAP	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3963"
I.R.F.	IRON ROD FOUND
B.L.	BUILDING SETBACK LINE
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE EASEMENT
U.E.	UTILITY EASEMENT
(CM)	CONTRIBUTING MONUMENT
D.R.C.C.T.	DEEDS RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
SFC	STATE PLANE COORDINATES

- NOTES:
- According to my interpretations of the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48085C0405 J, dated June 02, 2008, the subject property lies within flood zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.
  - Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
  - Unless otherwise noted, a 1/2" iron rod will be set at all lot corners, whenever possible, after all construction for this subdivision is completed.
  - Bearings and coordinates shown hereon are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (TX83-NCF).
  - The Private Road Lot (Lot 6) is dedicated to and will be maintained by the Homeowners Association.

**EXISTING ZONING: R-2  
PROPOSED ZONING: R-2  
5 RESIDENTIAL LOTS  
1 HOMEOWNERS ASSOCIATION LOT  
DENSITY: 0.419 LOTS/ACRE  
AVG. LOT SIZE: 2.126 ACRE  
MIN. LOT SIZE: 2.00 ACRE**

LAND SURVEYOR  
**R.C. MYERS SURVEYING, LLC**  
488 ARROYO COURT  
SUNNYVALE, TX 75182  
(214) 532-0636  
FAX (972) 412-4875  
EMAIL: rcmysurveying@gmail.com  
FIRM NO. 10192300 JOB NO. \_\_\_\_\_

OWNER/DEVELOPER  
**OW HOMES, LLC**  
890 W FOREST GROVE ROAD  
LUCAS, TX 75002-8446  
214.801.9193

PROPERTY ADDRESS  
1890 ESTATES PARKWAY  
LUCAS, TX 75002

"Preliminary Plat - For Inspection Purposes Only."

PRELIMINARY PLAT  
**THE FARMSTEAD**  
LOTS 1-5, BLOCK A  
5 RESIDENTIAL LOTS

BEING 11.941 ACRES  
SITUATED IN THE  
JAMES GRAYUM SURVEY, ABSTRACT NO. 354  
CITY OF LUCAS, COLLIN COUNTY, TEXAS

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 001145  
201 WINDO CIRCUIT, SUITE 200, WILEY TEXAS 75088  
(972) 841-8420 FAX (972) 841-8421

DATE: DECEMBER 26, 2018

SHEET 1 OF 2

**GENERAL NOTES:**

- All work and materials shall conform to the City of LUCAS Engineering Design Manual and the "Standard Specifications for Public Works Construction" published by the North Central Texas Council of Governments (NCTCOG), latest edition. In the event of conflict, duplication, or variance, the City Engineer shall have the final decision on all construction materials, methods, and procedures.
- Prior to construction, the contractor shall familiarize himself with the contract documents and specifications, the plans including all notes and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the contractor to familiarize himself with all standards or specifications pertaining to this work shall in no way relieve the contractor of responsibility for performing the work in accordance with all such applicable standards and specifications.
- Contractor shall have in his possession, prior to construction, all necessary permits, licenses, etc. Contractor shall have at least one set of approved engineering plans and specifications on site at all times.
- Any item of work called for by the plans and/or specification and not included, as a bid item shall be subsidiary to the construction of the various bid items.
- Construction inspection will be performed by representatives of the owner, engineer, city geotechnical engineer, and reviewing authorities and agencies. Unrestricted access shall be provided to them at all times. Contractor is responsible for scheduling required inspections as required by contract documents.
- Any item requiring inspection by the City, must be performed between the hours of 8am-5pm Monday thru Friday.
- The contractor and all subcontractors must confine their activities to the work area. Any damage resulting from construction activities, shall be the contractor's responsibility.
- It will be the responsibility of each contractor to protect all existing public and private utilities throughout the construction of this project. Contractor shall contact the appropriate utility companies for line locations prior to commencement of construction and shall assume full liability to those companies for any damages caused to their facilities. Location of utilities are taken from the City of LUCAS and Utility Company records. Contractor shall field verify to determine exact location of utilities.
- Trench safety design will be the responsibility of the contractor. The contractor shall abide by all applicable federal, state, and local laws governing excavation. Trench side slopes shall meet OSHA standards. Benching, shoring, and bracing shall be required when side slope standards are not met. A pull box, meeting OSHA standards will be acceptable. The contractor shall submit detailed plans to the City Engineer for review showing how OSHA Standards for excavation shall be met prior to the start of any utility construction. The plans shall be sealed by an Engineer registered by the State of Texas.
- Contractor shall stockpile salvaged materials for inspection. All items not salvaged by the owner shall be removed from the site at the contractor's expense. The owner will transport salvaged materials away from the site at the owner's expense. Salvage, stockpile, and removal of materials shall be considered subsidiary to the various bid items and shall not be paid for directly unless such items are specifically included in the bid items.
- The contractor shall be responsible for providing and maintaining all necessary warning and safety work, material, and operations needed to provide for the health and safety of the public until all work has been completed, including maintenance bond periods, and to be accepted by the City of LUCAS in writing.
- All construction and materials testing unless otherwise indicated, shall be performed by an Engineering Testing Laboratory employed by the Contractor. The testing laboratory shall be approved by the City of LUCAS. The testing laboratory shall make tests necessary to insure that construction is in accordance with the approved plans and specifications. Re-testing required due to being performed in accordance with the plans and specifications shall be at the expense of the contractor. The testing laboratory shall submit testing reports to the City Engineer and Design Engineer.
- Any additional excavated material shall be placed as directed by the Owner.
- All fill areas to be density and moisture controlled. Fill should be compacted to 98% of standard proctor density at a minimum of 2% above optimum moisture content.
- The contractor shall contact NTMWD Engineering at (972) 442-5405 at least 48 hours prior to performing any work in the vicinity of the NTMWD facilities.
- The contractor shall contact TxDOT at least 48 hours prior to performing any work in the vicinity of the NTMWD facilities.

**CLEARING AND GRADING NOTES:**

- All grading shall conform to the City of LUCAS standards.
- Site Preparation: All surface vegetation and the foreign materials such as rocks, grass, etc., shall be stripped to a minimum depth of 4 inches and removed. All cleared and grubbed materials shall be removed off-site in accordance with local, state, and federal regulations.
- Scarifying Area to be Filled: In areas where lifts are desired, the striped surface shall be scarified to a depth of at least 6 inches for uniform compaction. The scarified surface shall be such that it is free from lumps and uneven surfaces.
- Compacting Area to be Filled: After clearing and scarifying the area to be filled, the soils shall be brought to a moisture content of -2% to +4% of the optimum moisture value and compacted, in 6 inch maximum lifts, mechanically to at least 98% of Standard Proctor maximum dry density (ASTM D 698). R.O.W. areas to be filled shall be brought to moisture content of 0% to +4% of the optimum moisture value and compacted, in 6 inch maximum lifts, mechanically to at least 98% of Standard Proctor maximum dry density (ASTM D 698).
- Fill Material: On-site soil and/or rock could be used as random fill provided such material is free from vegetation and other deleterious substances. No fill material shall contain rocks or lumps having a diameter of 6 inches or greater.
- Depth and Mixing of Fill Layers: The fill materials shall be placed in level, uniform layers. Each layer shall be thoroughly blade mixed during spreading to insure uniform compaction. These materials shall be placed in loose lifts with density and moisture content shall conform to that specified herein.
- Compaction of Fill Layer: Compaction equipment shall be capable of compacting all fill soils to the specified density. Compaction of all fill shall be accomplished with the material at the specified moisture content. Each fill layer shall be compacted uniformly with sufficient effort to achieve the specified degree of compaction.
- Amount of Compaction: After each fill layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to a minimum 98% of the Standard Proctor density (ASTM D 698).
- Moisture Content: All fill material shall be compacted at the appropriate moisture content as defined for the particular soil type. Each layer shall be brought to a moisture content of -2% to +4% of the optimum moisture value as determined by ASTM D 698. The composition moisture content of limestone or other rock-like materials is not considered crucial, provided the proper degree of compaction is attained. R.O.W. areas to be filled shall be brought to moisture content of 0% to +4% of the optimum moisture value and compacted, in 6 inch maximum lifts, mechanically to at least 98% of Standard Proctor maximum dry density (ASTM D 698).
- Slope Control: In areas where cut of fill slopes exceed 3 feet in depth/height, a slope ratio of one (vertical) to 4 (horizontal) shall not be exceeded. Compaction operations of fill slopes shall be continued until the slopes are stable.
- Field Density: Field density tests of fill and/or backfill shall be controlled by an Engineering Testing Laboratory. Density tests shall be taken in the compacted material below the disturbed surface. When these tests indicate that the density or any layer of fill is below the required density, the particular soil or rock layer shall be reworked until the proper density and/or moisture content is achieved. Re-testing of reworked areas shall be at contractor's expense.
- Tolerance for Rough Grading: Streets shall be rough graded within 0.2' of plan grades prior to utility construction. Utility contractor shall return street to within 0.2' of plan grade prior to street paving.
- Supervision: Supervision by the Soil Engineer shall be of such continuity during the grading operations that he can adequately describe the work done and evaluate that work in comparison with the specifications. Actual supervision shall be the Contractor's Supervisor.
- Reports: The Testing Laboratory shall send 1 copy of each test, inspection, or evaluation report to the Public Works Department, Owner, and Design Engineer.
- All excess earth shall be used on-site or taken to an area designated by the Engineer at the Contractor's expense.

**PAVING NOTES:**

- Concrete street pavement shall be NCTCOG Class "C", 3,600 PSI compressive strength. Air content shall be 3%-5%. Pavement thickness and reinforcing steel shall be as indicated on construction plans and conforming with current City of LUCAS Standards.
- The subgrade shall be treated 7 inches deep, minimum, with lime slurry. Lime slurry shall be Type B Grade 1 and applied in accordance with the City Standard Specifications. Lime shall be applied at a rate of 7.0% of the dry weight soil and have a P.I. of less than 15. Compaction of the lime stabilized subgrade shall be to 98% Standard Proctor density. Stabilization shall extend 2' feet beyond back of curb (refer to typical paving section).
- All dimensions are to edge of pavement unless otherwise noted. Elevations are edge of pavement unless otherwise noted.
- Water mains and/or services shown to be in conflict with proposed paving or drainage facilities are to be relocated by the Contractor, subject to review by the Public Works Department, prior to commencement of construction of paving and drainage.
- Power and telephone poles shown to be in conflict with proposed sidewalk paving to be relocated by appropriate utility prior to paving.
- It will be the responsibility of the paving contractor to protect all public utilities of this project. All manholes, valve boxes, fire hydrants, etc., must be adjusted to proper line and grade by the paving contractor prior to and after the piling of permanent paving.
- Expansion or contraction joints should be placed at 600 feet maximum spacing or the final pour of the construction day. Transverse contraction joints shall be placed on 20 feet maximum spacing. Refer to City of LUCAS Standard Details.
- Contraction joints shall be formed by sawing. Joint depth shall be equal to one-fourth (1/4) of slab thickness. Sawing of joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be completed before uncontrolled shrinkage cracking occurs. Joints should be continuous across the sub and extend completely through the edge of pavement. All joint openings to be cleaned and sealed with hot poured rubber joint sealing compound prior to opening to traffic.
- Any excess earth shall be taken to an area, to be designated by the Engineer at the contractor's expense.
- Back fill shall be placed along all pavement edges. Back fill material shall be free of earthwork debris such as muck, rock, refuse, stumps, concrete, asphalt, or other unsuitable materials and shall consist of soil suitable for sodding.
- Topsoil to stripped and placed on parkways and yards on lots.
- City will water test streets upon completion. Any standing water must be remedied before acceptance.

**CAUTION! EXISTING UTILITIES**  
CONTRACTOR SHOULD CALL 1-800-368-5858 PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM RETRIEVED INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

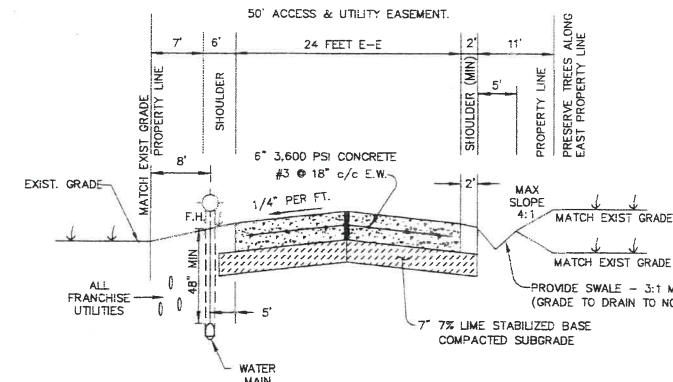
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES - FIRM REG. #F-00145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:	
DRAWN: JD	DATE:
CHECKED: M.L.A.	DATE: MARCH 2019
PROJECT NO.: 08361	
DWG FILE NAME: 08361 GENERAL NOTES & TYPICAL SECTION.DWG	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



**TYPICAL PAVING SECTION (24 E-E CONCRETE STREET) (LOOKING NORTH)**



**WATER SYSTEM IMPROVEMENTS NOTES:**

- All work and materials shall be in accordance with City of LUCAS standard specifications.
- Fire Hydrants shall be Watertight or approved equal, 3-way breakaway type, no less than 5 1/2 inches in size and shall conform to the provisions of the latest AWWA Standard C502, and shall have a bury depth of five feet. Valves shall be placed on all fire hydrant leads and shall be F x M.L. Fire hydrants shall be located so that breakaway point is no less than 2-inches and no greater than 6-inches above the grade surface and a minimum of 2-feet and a maximum of 6-feet behind the edge of pavement line, based on the location of the sidewalk. The fire hydrant shall not be in the sidewalk and shall be installed so the steamer connection will face the street, or as directed by the fire department. A Blue Stimaorite, Fire-Lite reflector (or approved equal) shall be placed in the center of the drive lane on the side of the fire hydrant.
- Fire hydrant Bonnets shall be painted blue. The remainder of the hydrant above ground shall be painted aluminum.
- Valves 12" and under to be Gate Valves meeting requirements of AWWA C500 or AWWA C509 (NCTCOG Item 2.13.1) with non-raising stems. Contractor shall also mark pavement with "V" at location of valve.
- Water Mains - All water mains, fittings, and valves shall meet AWWA specifications. All water lines to be CS90 DR-18 (NCTCOG Item 2.12.2). Minimum cover over water mains shall be 6" dia. and under, 3.5-feet, 8" dia., 4-feet, 12" dia., 4.5 feet-5 feet, DR-18 water mains to be tested at 150 psi for a continuous period of four (4) hours. Leakage rate shall not exceed 0 gallons per inch of normal diameter per mile of pipe over test period. Contractor shall flush and sterilize lines and prove lines to be free of conforming organisms by obtaining samples for laboratory tests for contamination. The Contractor shall refuse and retest until samples for test are free from contamination. Jetting of backfill will not be permitted.
- All water services shall be 1" poly. Meter boxes shall comply with current City of LUCAS Standards and Specifications.
- Contractor shall tie a 1" piece of blue plastic fogging to the water service and shall leave a minimum of 36" of fogging exposed after backfill. Contractor shall also mark pavement with "W" at location of water service.
- Contractor shall furnish a maintenance bond to the City of LUCAS to run for two years from the date of acceptance.
- The source of water supply for this addition will be from the City of LUCAS.
- Valve boxes shall be furnished and set on each gate valve. After the final clean-up and alignment has been completed, the Contractor (utility) shall pour a concrete block 6" x 16" x 18" around all valves box tops so the finished grade is level with the finished parkway.
- Water lines shall be pressure tested and disinfected in accordance with AWWA C601.
- Water valves deeper than 4' shall have extensions in accordance with City of LUCAS Details.
- All embankment to be class B+ or better as detailed in the NCTCOG Construction Standards.

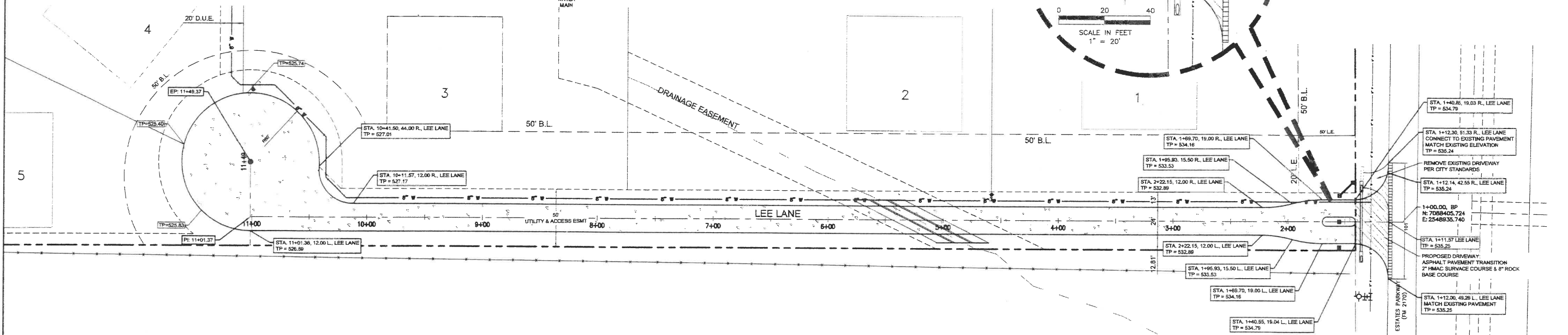
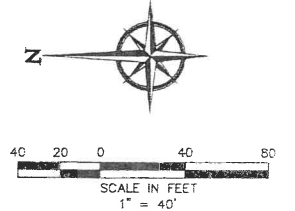
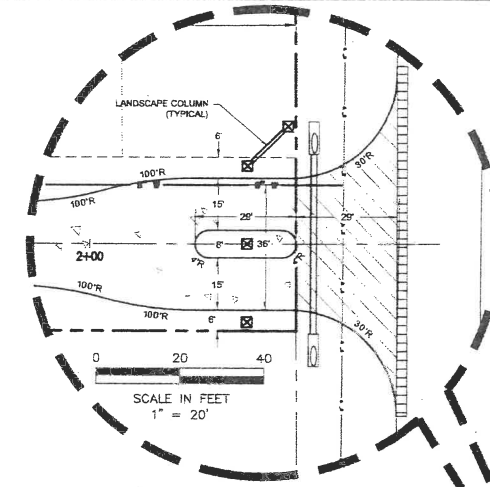
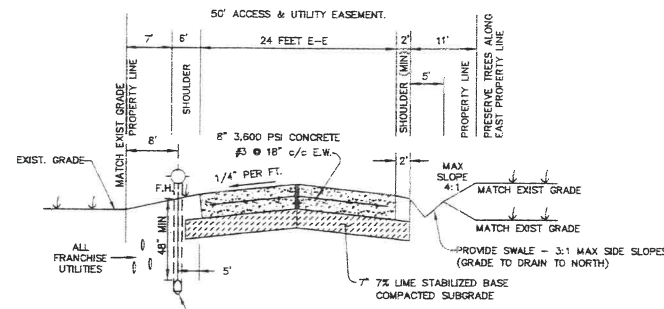
Texas Commission on Environmental Quality  
Chapter 290 - Public Drinking Water  
Subchapter D - Rules And Regulations For Public Water Systems  
§290.44. Water Distribution.  
(e) Location of waterlines

- Where the nine-foot separation distance cannot be achieved, the following criteria shall apply.
  - New waterline installation - parallel lines.
    - Where a new potable waterline parallels an existing, non-pressure or pressure rated wastewater main or lateral and the licensed professional engineer licensed in the State of Texas is able to determine that the existing wastewater main or lateral is not leaking, the new potable waterline shall be located at least two feet above the existing wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the existing wastewater main or lateral. Every effort shall be exerted not to disturb the bedding and backfill of the existing wastewater main or lateral.
    - Where a new potable waterline parallels an existing pressure rated wastewater main or lateral and it cannot be determined by the licensed professional engineer if the existing line is leaking, the existing wastewater main or lateral shall be replaced with at least 150 psi pressure rated pipe. The new potable waterline shall be located at least two feet above the new wastewater line, measured vertically, and at least four feet away, measured horizontally, from the replaced wastewater main or lateral.
    - Where a new potable waterline parallels a new wastewater main, the wastewater main or lateral shall be constructed of at least 150 psi pressure rated pipe. The new potable waterline shall be located at least two feet above the wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the wastewater main or lateral.
  - Where a new potable waterline crosses an existing, non-pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral is disturbed or shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.
  - Where a new potable waterline crosses an existing, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.
  - Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and the standard pipe segment length of the wastewater main or lateral is at least 18 feet, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.
  - Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and a standard length of the wastewater pipe is less than 18 feet in length, the potable water pipe segment shall be centered over the wastewater line. The materials and method of installation shall conform with one of the following options.
    - Within nine feet horizontally of either side of the waterline, the wastewater pipe and joints shall be constructed with pipe material having a minimum pressure rating of at least 150 psi. An absolute minimum vertical separation distance of two feet shall be provided. The wastewater main or lateral shall be located below the waterline.
    - All sections of wastewater main or lateral within nine feet horizontally of the waterline shall be encased in an 18-foot (or longer) section of pipe. Flexible encasing pipe shall have a minimum pipe stiffness of 115 psi at 5.0% deflection. The encasing pipe shall be centered on the waterline and shall be at least two nominal pipe diameters larger than the wastewater main or lateral. The space around the carrier pipe shall be supported at five-foot (or less) intervals with spacers or be filled to the springline with washed sand. Each end of the casing shall be sealed with watertight non-shrink cement grout or a manufactured watertight seal. An absolute minimum separation distance of six inches between the encasement pipe and the waterline shall be provided. The waterline shall be located below the waterline.
    - When a new waterline crosses under a wastewater main or lateral, the waterline shall be encased as described for wastewater mains or laterals in subclause (i) of this clause or constructed of ductile iron or steel pipe with mechanical or welded joints as appropriate. An absolute minimum separation distance of one foot between the waterline and the wastewater main or lateral shall be provided. Both the waterline and wastewater main or lateral must pass a pressure and leakage test as specified in AWWA C600 standards.
    - Where a new potable waterline crosses a new, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater line such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pressure rating of at least 150 psi. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (v) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end.
    - Where cement stabilized sand bedding is required, the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume (at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater main or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction.

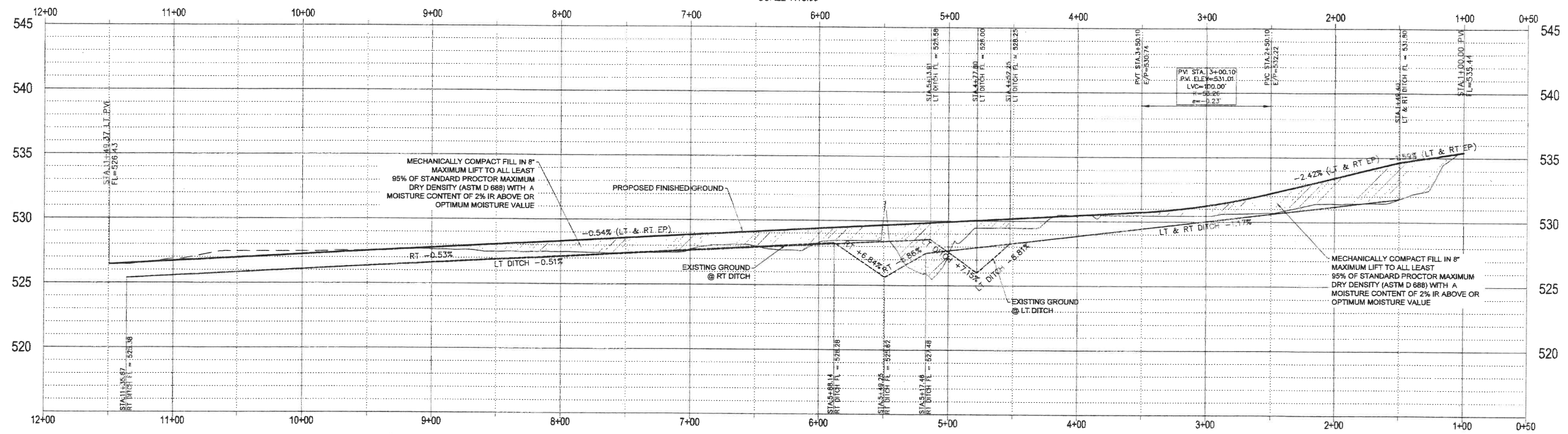
**NOTE:**

All backfill for utilities and pavement including lime stabilized subgrade to be +2% or higher of optimum moisture.

TYPICAL PAVING SECTION  
(24 E-E CONCRETE STREET)  
(LOOKING NORTH)



LEE LANE  
SCALE H: 4  
SCALE V: 10:00

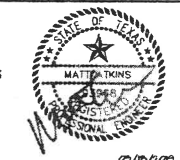


**CAUTION! EXISTING UTILITIES**  
CONTRACTOR SHOULD CALL 1-800-86-LESS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

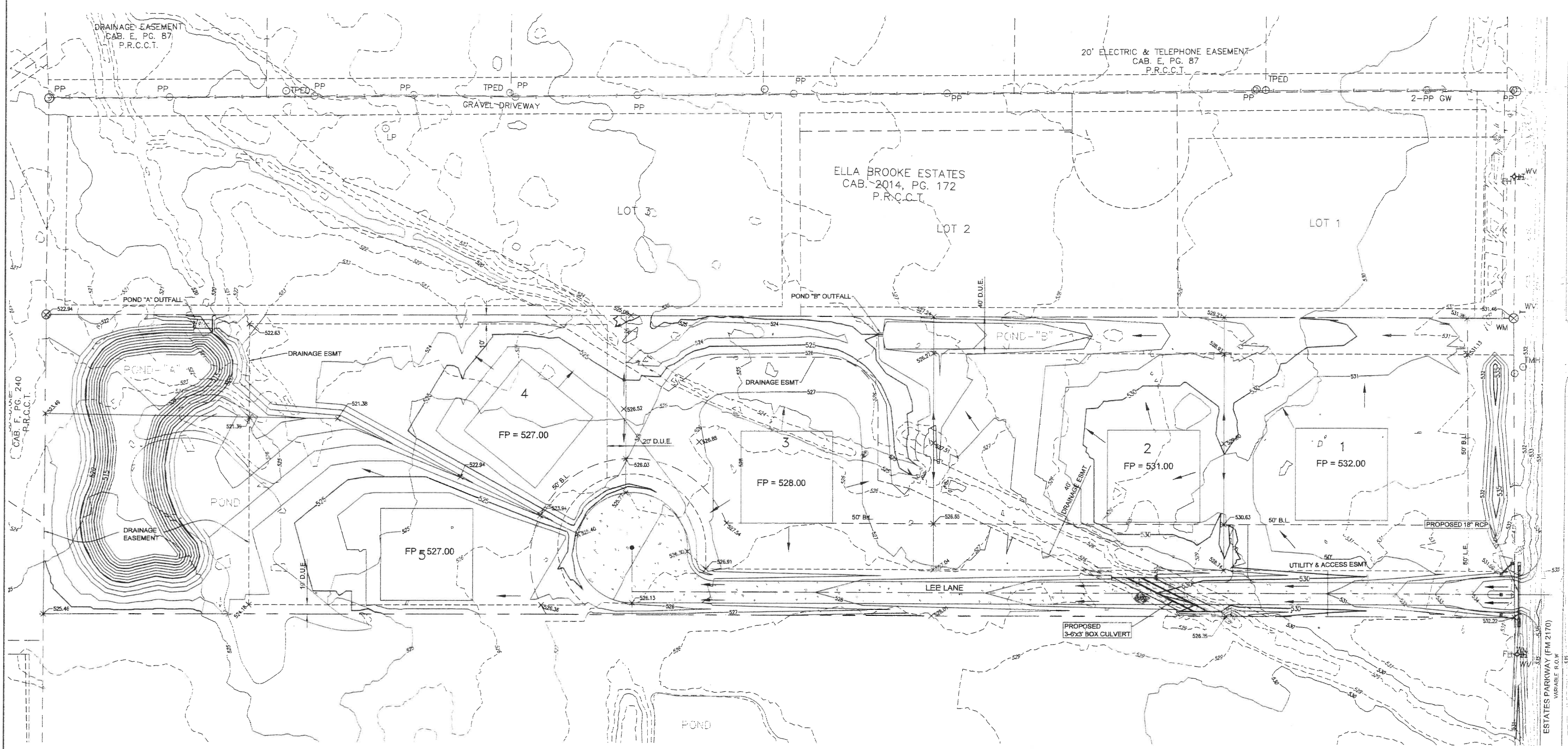
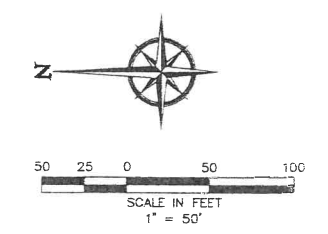
**ENGINEERINGCONCEPTS & DESIGN, L.P.**  
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:	
DRAWN: JD	DATE:
CHECKED: M.A.	DATE: MARCH 2019
PROJECT NO.: 08361	
DWG FILE NAME: 08361 PAVING PLAN & PROFILE.DWG	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



PAVING PLAN & PROFILE  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS



**CAUTION! EXISTING UTILITIES**  
 CONTRACTOR SHOULD CALL 1-800-DIG-TESTS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCLINDED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERINGCONCEPTS**  
 & DESIGN, L.P.

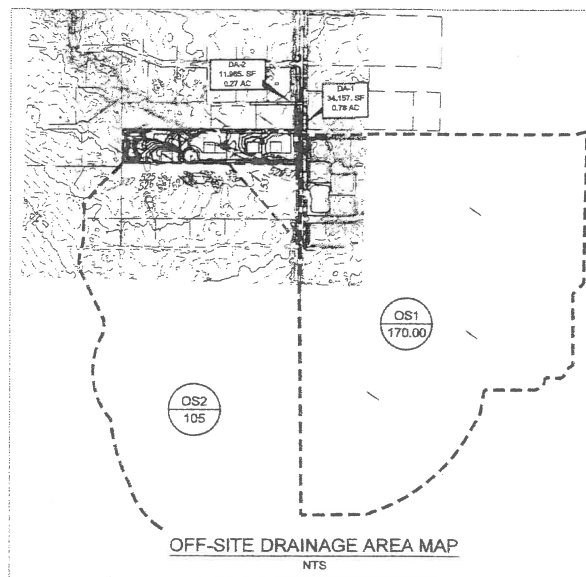
ENGINEERING / PROJECT MANAGEMENT /  
 CONSTRUCTION SERVICES - FIRM REG. #F-001145  
 201 WINDCO CIR, STE 200, WYLIE, TX 75098  
 972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:	
DRAWN: JD	DATE:
CHECKED: M.A.	DATE: MARCH 2019
PROJECT NO.: 08361	
DWG FILE NAME: 08361 GRADING PLAN.DWG	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93966

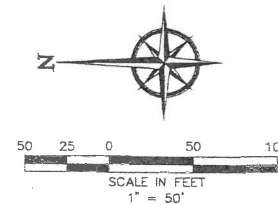


**GRADING PLAN**  
**THE FARMSTEAD**  
 COLLIN COUNTY, TEXAS



**DRIVEWAY CULVERT CHART**

LOT#	SIZE
1	18"
2	18"
3	18"
4	18"
5	18"



**EXISTING DRAINAGE AREA DATA**

Area ID	Area (acres)	C	CA	Tc (min)	I <sub>ave</sub>	Q <sub>100yr</sub> (cfs)
A	5.50	0.30	1.65	15	7.52	12.41
B	2.28	0.30	0.68	15	7.52	6.29
C	3.57	0.30	1.07	15	7.52	8.65
D	0.32	0.30	0.10	15	7.52	0.72
OS1	170.00	0.30	51.00	30	5.75	293.25
OS2	105.00	0.30	31.50	30	5.75	181.13
Total						501.76

**PROPOSED DRAINAGE AREA DATA**

Area ID	Area (acres)	C	CA	Tc (min)	I <sub>ave</sub>	Q <sub>100yr</sub> (cfs)	COMMENTS
A	5.50	0.40	2.20	15	7.52	16.54	Detained in Pond A
B	2.28	0.40	0.91	15	7.52	6.96	Undetained
C	3.57	0.40	1.43	15	7.52	10.74	Detained in Pond B
D	0.32	0.85	0.27	15	7.52	2.05	Free Release in Estates Privy
OS1	170.00	0.30	51.00	30	5.75	293.25	Pass-thru
OS2	105.00	0.30	31.50	30	5.75	181.13	Pass-thru
total						510.56	

**Onsite Existing Conditions**

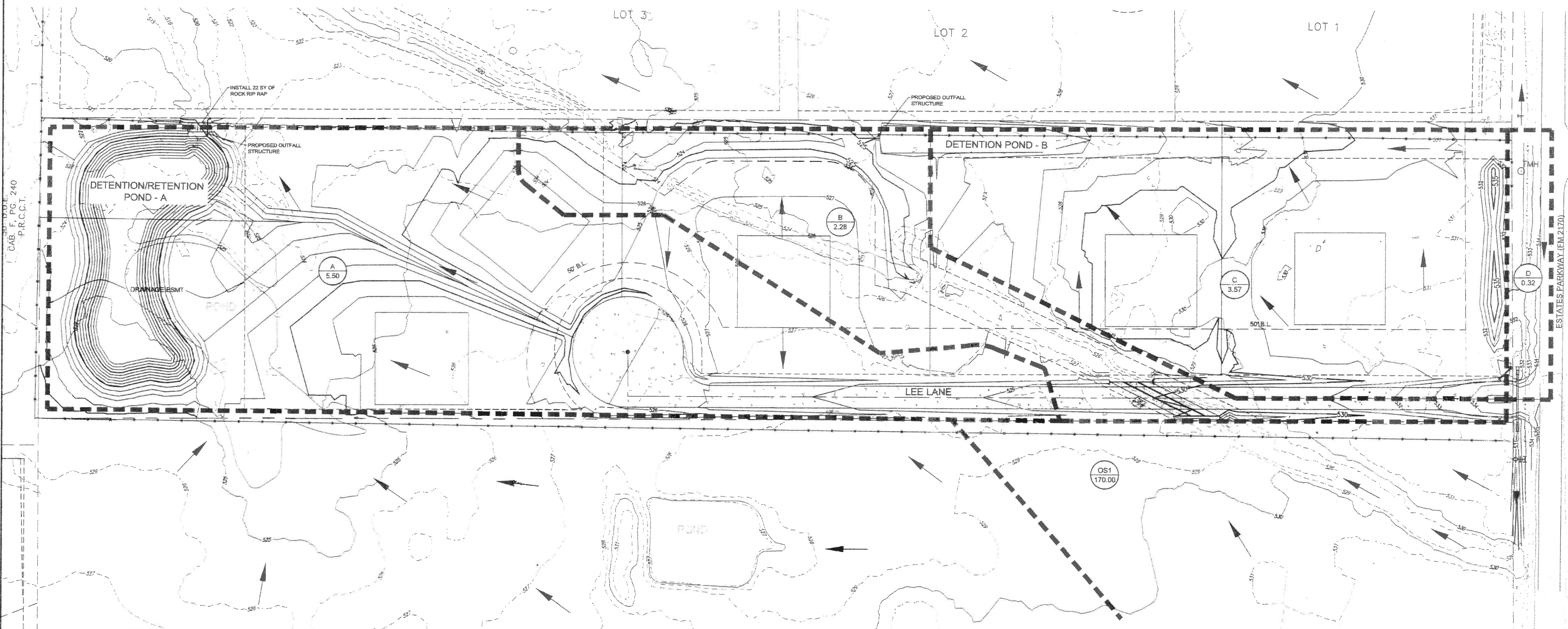
Area	11.35	acres
Time (Tc)	15.00	mins
C value	0.30	
I-100yr	7.52	in/hr
Q100yr	25.61	cfs

**Onsite Proposed Conditions**

Area	11.35	acres
Time (Tc)	15.00	mins
C value	0.40	
I-100yr	7.52	in/hr
Q100yr	34.14	cfs

**DRAINAGE LEGEND**

- PROPOSED DRAINAGE AREA BOUNDARY
- DRAINAGE FLOW ARROWS
- DRAINAGE AREA #  
AREA IN ACRES



C.A.B. F.P.S. 240 P.R.C.C.T.

ESTATES PARKWAY (EM 2170)

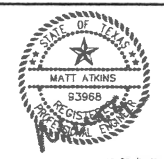
**CAUTION! EXISTING UTILITIES**  
CONTRACTOR SHOULD CALL 1-800-DIG-1ESS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERINGCONCEPTS & DESIGN, L.P.**  
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:

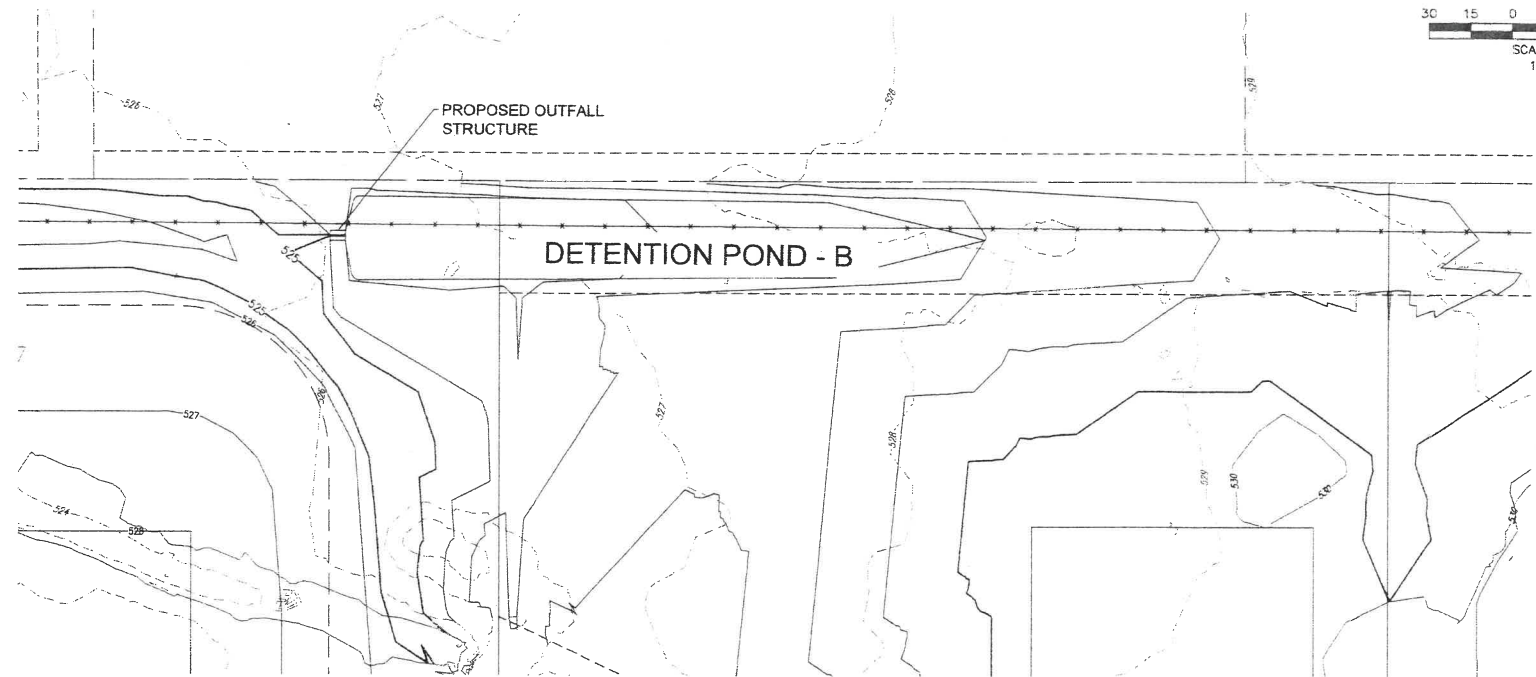
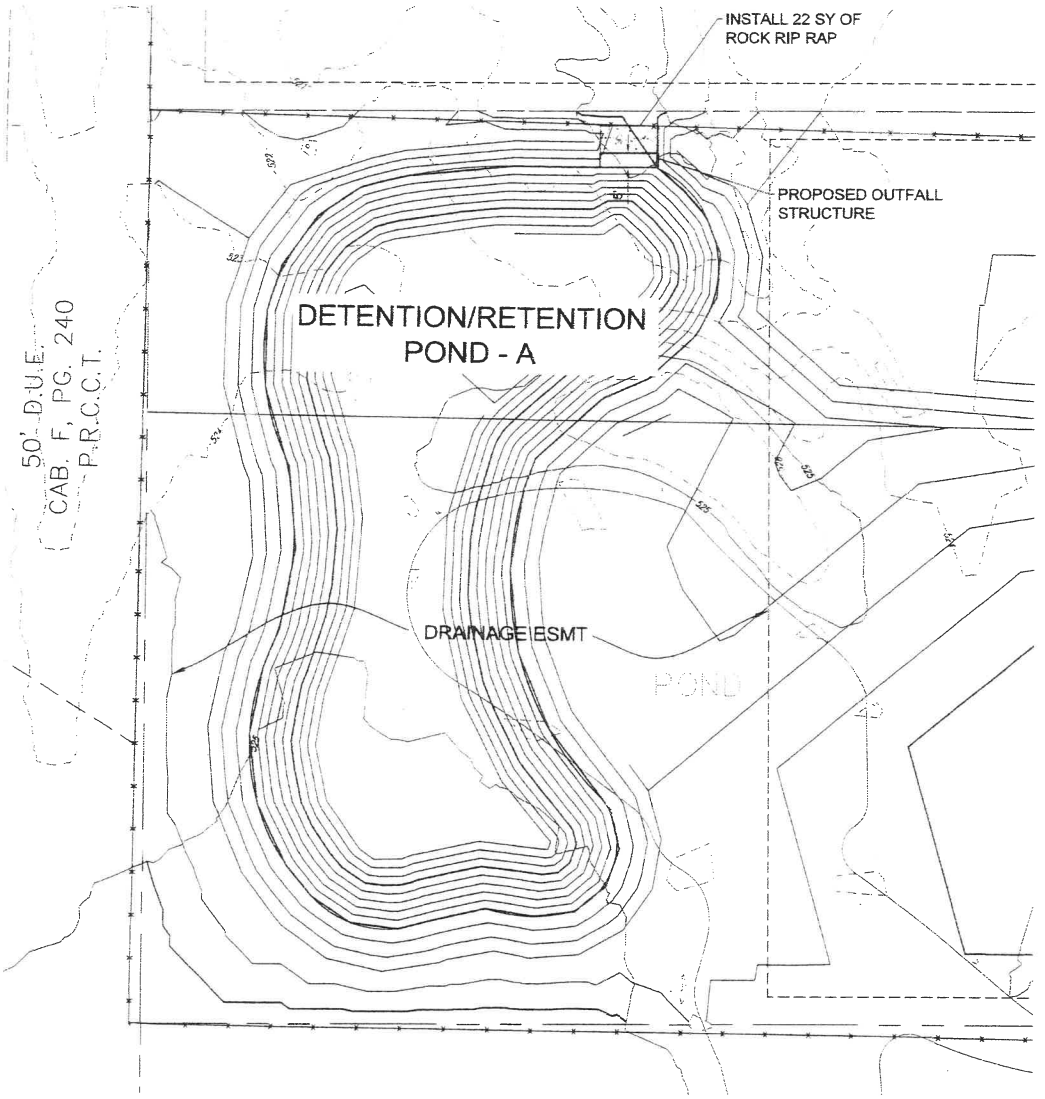
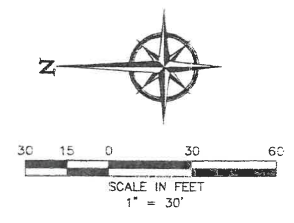
DRAWN: JD	DATE:
CHECKED: M.A.	DATE: MARCH 2019
PROJECT NO.: 08361	
DWG FILE NAME: 08361 DRAINAGE AREA MAP.DWG	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



**DRAINAGE AREA MAP**  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS

SHEET  
07  
OF  
15



**POND A RELEASE CALCULATIONS**

	On-Site Area A (AC)	Tc (min)	K-Value	C-Factor	Intensity I (in/hr)	Flow Q (cfs)
PRE-DEVELOPED CONDITIONS (Onsite - Total)	5.50	15	1.00	0.30	7.52	12.41
DEVELOPED CONDITIONS (Onsite - Total)	5.50	15	1.00	0.40	7.52	16.54
BYPASS CONDITIONS (Onsite - Not to Pond)	2.28	15	1.00	0.40	7.52	6.86
FLOW THROUGH CONDITIONS (Offsite - To Pond)	105.00	30	1.00	0.30	5.75	181.13

Existing Site Release Flow Qe = Pre-Developed Q + Flow Through Q  
Qe = 193.53 cfs

Pond Release Flow Qp = Pre-Developed Q + Flow Through Q - Bypass Q  
Qp = 186.67 cfs

Site Release Flow Qs = Pond Release Qp + Bypass Q  
Qs = 193.53 cfs

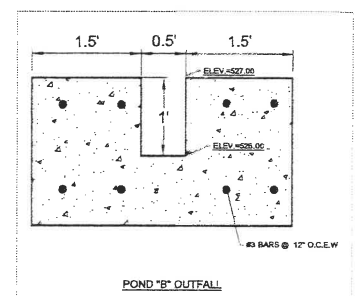
**POND B RELEASE CALCULATIONS**

	On-Site Area A (AC)	Tc (min)	K-Value	C-Factor	Intensity I (in/hr)	Flow Q (cfs)
PRE-DEVELOPED CONDITIONS (Onsite - Total)	3.57	15	1.00	0.30	7.52	8.05
DEVELOPED CONDITIONS (Onsite - Total)	3.57	15	1.00	0.40	7.52	10.74
BYPASS CONDITIONS (Onsite - Not to Pond)	2.28	15	1.00	0.40	7.52	6.86
FLOW THROUGH CONDITIONS (Offsite - To Pond)	0.00	30	1.00	0.30	5.75	0.00

Existing Site Release Flow Qe = Pre-Developed Q + Flow Through Q  
Qe = 8.05 cfs

Pond Release Flow Qp = Pre-Developed Q + Flow Through Q - Bypass Q  
Qp = 1.20 cfs

Site Release Flow Qs = Pond Release Qp + Bypass Q  
Qs = 8.05 cfs

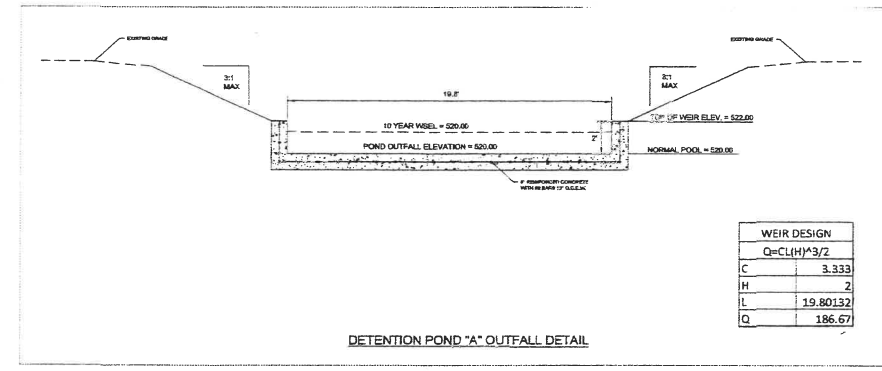


**WEIR DESIGN**

Q=CLH <sup>1.5</sup> /2	
C	2.333
H	1
L	0.510051
Q	1.7

POND	ONSITE FLOW TO POND (CFS)	ALLOWABLE RELEASE RATE (CFS)	OFF-SITE BYPASS THROUGH	TOTAL RELEASE RATE (CFS)	STORAGE REQUIRED (CF)	STORAGE PROVIDED (CF)	COMMENTS
POND A	16.54	12.41	181.13	186.67	6822	6848	*OVER DETAIN FOR AREA B
POND B	10.74	8.05	0	1.2	6563	7938	*OVER DETAIN FOR AREA B

SITE RELEASE	EXISTING (CFS)	PROPOSED (CFS)
NORTH OUTFALL	193.53	186.67
MAIN CREEK	308.23	303.35



**WEIR DESIGN**

Q=CLH <sup>1.5</sup> /2	
C	3.333
H	2
L	19.80132
Q	186.67

**CAUTION! EXISTING UTILITIES**  
CONTRACTOR SHOULD CALL 1-800-DIG-TESS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS, EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERINGCONCEPTS & DESIGN, L.P.**  
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR. STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:

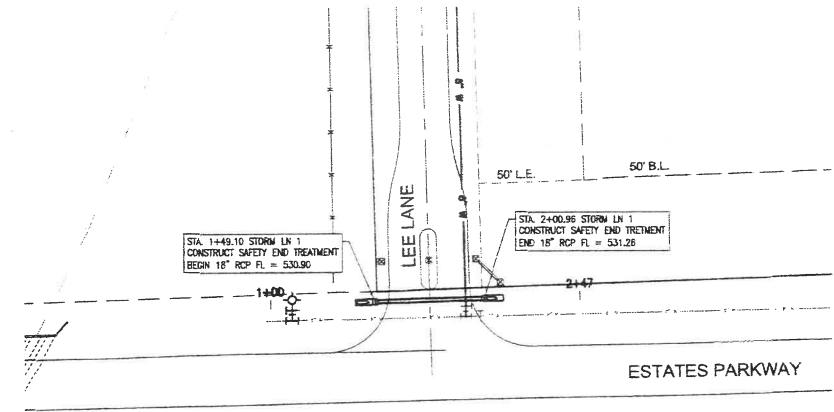
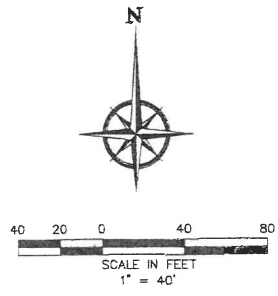
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07/10/2003

DRAWN: JD DATE: MARCH 2010  
CHECKED: M.A. DATE: MARCH 2010  
PROJECT NO.: 08361  
DWG FILE NAME: 08361 DRAINAGE AREA MAP.DWG

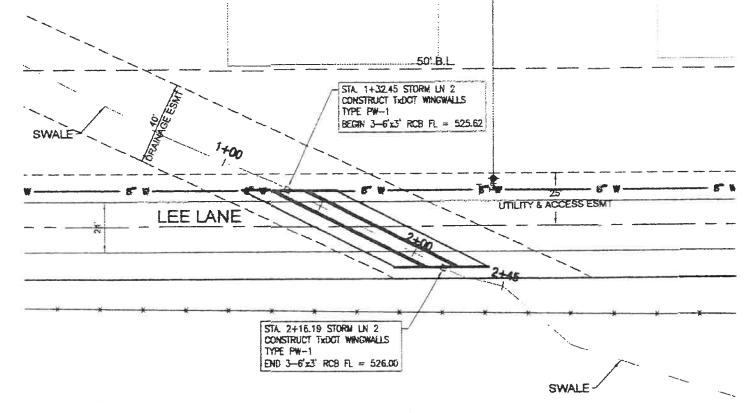
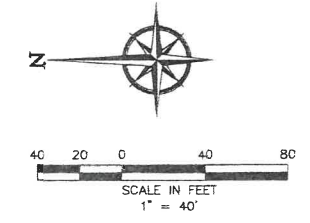
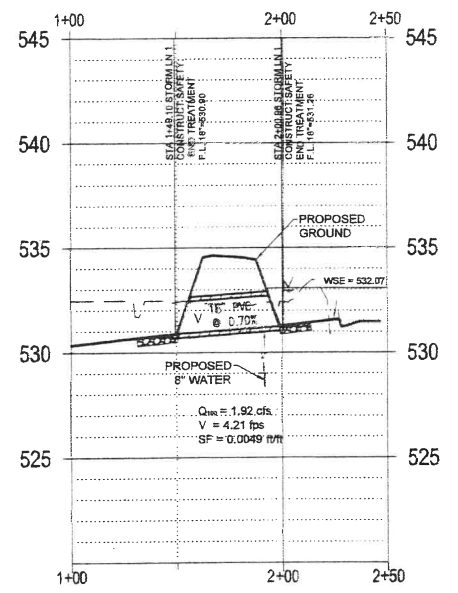
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



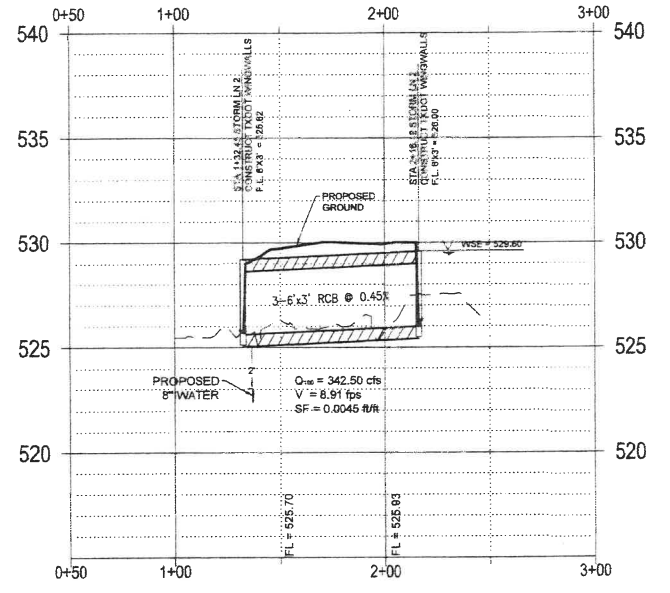
**DETENTION CALCULATIONS**  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS



STORM LN 1  
SCALE H: 4  
SCALE V: 10.00



STORM LN 2  
SCALE H: 4  
SCALE V: 10.00



**CAUTION! EXISTING UTILITIES**  
CONTRACTOR SHOULD CALL 1-800-DIG-TESS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERINGCONCEPTS**  
& DESIGN, L.P.

ENGINEERING / PROJECT MANAGEMENT /  
CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:	
DRAWN: JD	DATE:
CHECKED: M.A.	DATE: MARCH 2019
PROJECT NO: 08361	
DWG FILE NAME: 08361 STORM PLAN AND PROFILES.DWG	

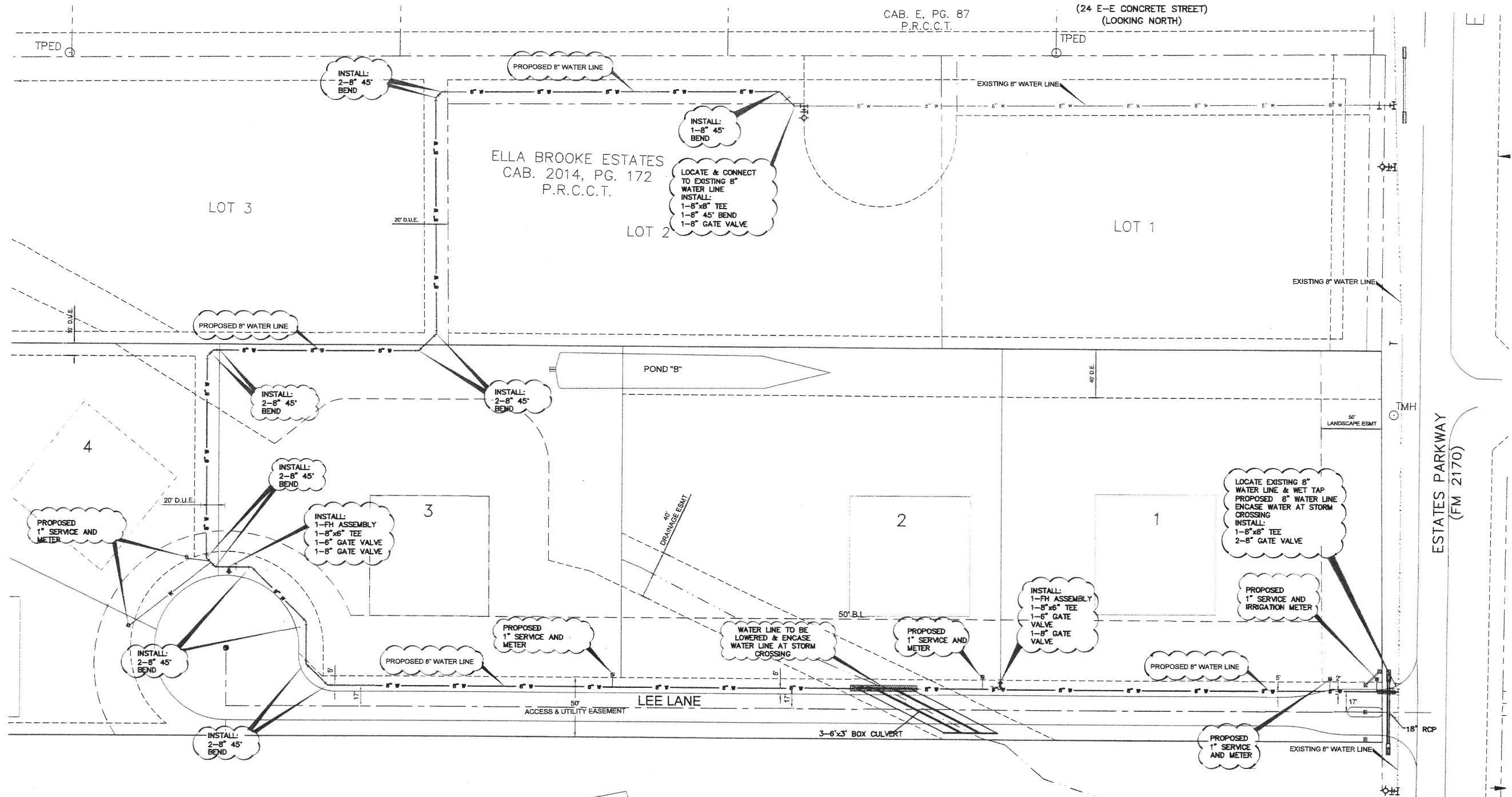
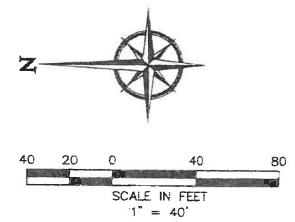
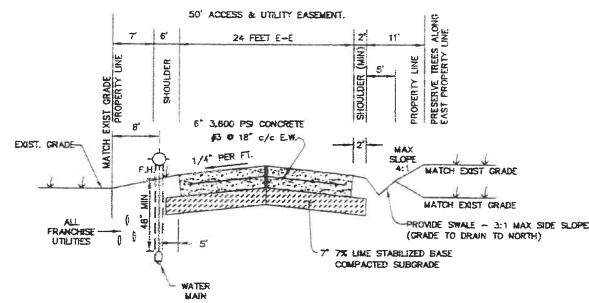
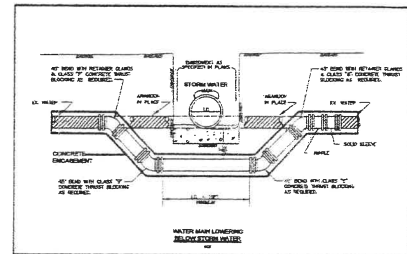
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



STORM PLAN & PROFILES -  
STM LN1 & STM LN2  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS

SHEET  
09  
OF  
15





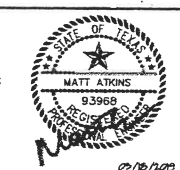
CAUTION! EXISTING UTILITIES  
CONTRACTOR SHOULD CALL 1-800-DIG-TESS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERINGCONCEPTS**  
& DESIGN, L.P.

ENGINEERING / PROJECT MANAGEMENT /  
CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

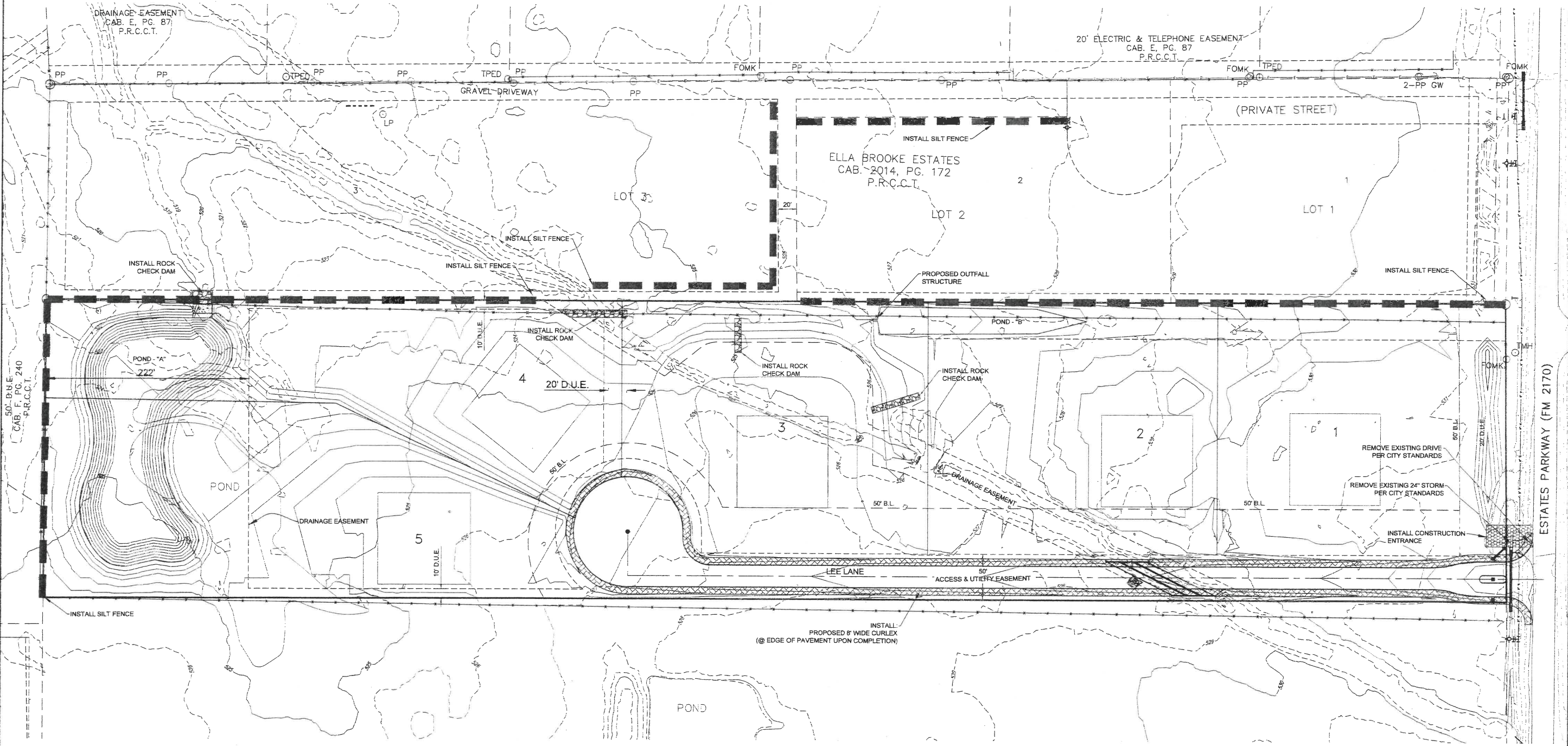
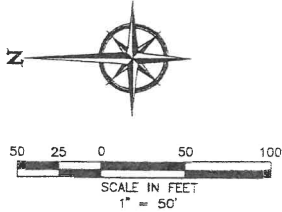
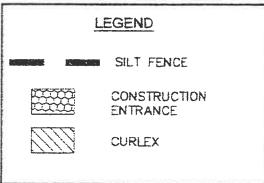
REVISIONS:	
DRAWN: JD	DATE:
CHECKED: M.L.A.	DATE: MARCH 2019
PROJECT NO.: 08361	
DWG FILE NAME: 08361 WATER PLAN.JWG	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



WATER PLAN  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS

NOTE:  
ALL DISTURBED AREAS TO BE  
100% STABILIZED PRIOR TO  
FINAL ACCEPTANCE.



**CAUTION! EXISTING UTILITIES**  
CONTRACTOR SHOULD CALL 1-800-485-7838 PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATIONS. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION AND TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS	

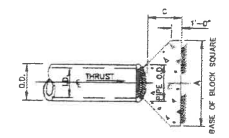
DRAWN: JD DATE:                      DATE: MARCH 2019  
CHECKED: M.A.  
PROJECT NO.: 08361  
DWG FILE NAME: 08361 EROSION CONTROL PLAN.DWG

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968

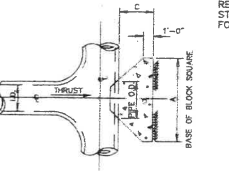


**EROSION CONTROL PLAN**  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS

SHEET  
11  
OF  
15



PLAN OF PLUG THRUST BLOCK



PLAN OF TEE THRUST BLOCK

LD. (IN.)	T (IN.)	D (IN.)	D (IN.)	E (FT.)
4.8, 8	0.4	1.8	1.8	0.0
10.12	0.2	1.5	1.5	1.2
16.18	0.8	1.5	1.5	1.8
20	0.7	1.5	1.5	1.8
24	0.9	1.5	1.5	2.1
30	1.2	1.5	1.5	2.4
36	1.5	2.3	3.3	3.3
42	2.0	1.8	2.6	3.8
48	2.5	2.0	3.0	4.3
54	3.0	3.0	3.4	4.8
60	3.5	2.8	3.8	5.3
66	4.0	2.8	4.1	5.7
72	4.5	3.0	4.5	6.3
78	5.0	3.5	4.8	6.7
84	5.5	3.5	5.1	7.2
90	6.0	3.5	5.4	7.7
96	6.5	4.0	5.7	8.2

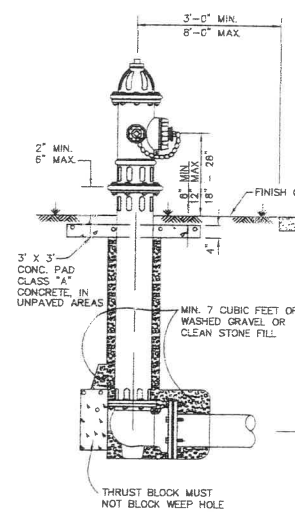
Δ = 11.25°					Δ = 22.50°				
LD. (IN.)	C (TONS)	A (FT.)	B (FT.)	VOL. (CY)	LD. (IN.)	C (TONS)	A (FT.)	B (FT.)	VOL. (CY)
4.8	0.1	1.0	1.0	0.1	4.8	0.2	1.0	1.0	0.1
10.12	0.2	1.0	1.0	0.1	10.12	0.3	1.0	1.0	0.1
16.18	0.8	1.0	1.0	0.1	16.18	0.8	1.0	1.0	0.1
20	0.9	1.0	1.0	0.1	20	0.9	1.0	1.0	0.1
24	1.1	1.0	1.0	0.1	24	1.1	1.0	1.0	0.1
30	1.4	1.0	1.0	0.1	30	1.4	1.0	1.0	0.1
36	1.7	1.0	1.0	0.1	36	1.7	1.0	1.0	0.1
42	1.8	2.0	3.0	0.3	42	1.8	2.0	3.0	0.3
48	2.2	2.0	3.0	0.3	48	2.2	2.0	3.0	0.3
54	2.5	2.0	3.0	0.3	54	2.5	2.0	3.0	0.3
60	2.7	2.0	3.0	0.3	60	2.7	2.0	3.0	0.3
66	2.9	2.0	3.0	0.3	66	2.9	2.0	3.0	0.3
72	3.1	2.0	3.0	0.3	72	3.1	2.0	3.0	0.3
78	3.3	2.0	3.0	0.3	78	3.3	2.0	3.0	0.3
84	3.4	2.0	3.0	0.3	84	3.4	2.0	3.0	0.3
90	3.5	2.0	3.0	0.3	90	3.5	2.0	3.0	0.3
96	3.6	2.0	3.0	0.3	96	3.6	2.0	3.0	0.3

TABLES OF DIMENSIONS AND QUANTITIES

Δ = 30°					Δ = 40°				
LD. (IN.)	C (TONS)	A (FT.)	B (FT.)	VOL. (CY)	LD. (IN.)	C (TONS)	A (FT.)	B (FT.)	VOL. (CY)
4.8	0.1	1.0	1.0	0.1	4.8	0.1	1.0	1.0	0.1
10.12	0.2	1.0	1.0	0.1	10.12	0.2	1.0	1.0	0.1
16.18	0.8	1.0	1.0	0.1	16.18	0.8	1.0	1.0	0.1
20	0.9	1.0	1.0	0.1	20	0.9	1.0	1.0	0.1
24	1.1	1.0	1.0	0.1	24	1.1	1.0	1.0	0.1
30	1.4	1.0	1.0	0.1	30	1.4	1.0	1.0	0.1
36	1.7	1.0	1.0	0.1	36	1.7	1.0	1.0	0.1
42	1.8	2.0	3.0	0.3	42	1.8	2.0	3.0	0.3
48	2.2	2.0	3.0	0.3	48	2.2	2.0	3.0	0.3
54	2.5	2.0	3.0	0.3	54	2.5	2.0	3.0	0.3
60	2.7	2.0	3.0	0.3	60	2.7	2.0	3.0	0.3
66	2.9	2.0	3.0	0.3	66	2.9	2.0	3.0	0.3
72	3.1	2.0	3.0	0.3	72	3.1	2.0	3.0	0.3
78	3.3	2.0	3.0	0.3	78	3.3	2.0	3.0	0.3
84	3.4	2.0	3.0	0.3	84	3.4	2.0	3.0	0.3
90	3.5	2.0	3.0	0.3	90	3.5	2.0	3.0	0.3
96	3.6	2.0	3.0	0.3	96	3.6	2.0	3.0	0.3

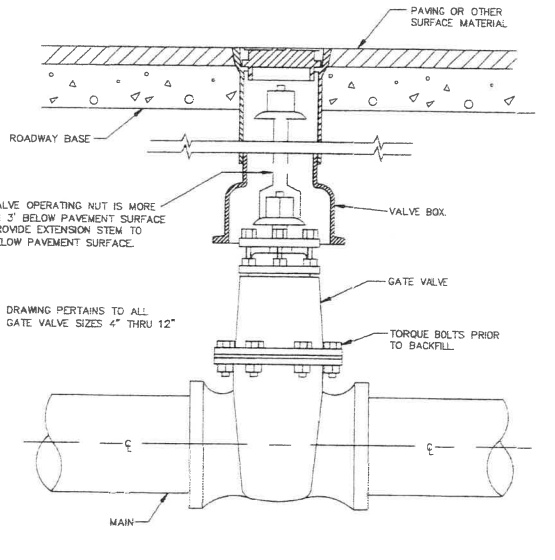
Δ = 47.50°					Δ = 90°				
LD. (IN.)	C (TONS)	A (FT.)	B (FT.)	VOL. (CY)	LD. (IN.)	C (TONS)	A (FT.)	B (FT.)	VOL. (CY)
4.8	0.1	1.0	1.0	0.1	4.8	0.1	1.0	1.0	0.1
10.12	0.2	1.0	1.0	0.1	10.12	0.2	1.0	1.0	0.1
16.18	0.8	1.0	1.0	0.1	16.18	0.8	1.0	1.0	0.1
20	0.9	1.0	1.0	0.1	20	0.9	1.0	1.0	0.1
24	1.1	1.0	1.0	0.1	24	1.1	1.0	1.0	0.1
30	1.4	1.0	1.0	0.1	30	1.4	1.0	1.0	0.1
36	1.7	1.0	1.0	0.1	36	1.7	1.0	1.0	0.1
42	1.8	2.0	3.0	0.3	42	1.8	2.0	3.0	0.3
48	2.2	2.0	3.0	0.3	48	2.2	2.0	3.0	0.3
54	2.5	2.0	3.0	0.3	54	2.5	2.0	3.0	0.3
60	2.7	2.0	3.0	0.3	60	2.7	2.0	3.0	0.3
66	2.9	2.0	3.0	0.3	66	2.9	2.0	3.0	0.3
72	3.1	2.0	3.0	0.3	72	3.1	2.0	3.0	0.3
78	3.3	2.0	3.0	0.3	78	3.3	2.0	3.0	0.3
84	3.4	2.0	3.0	0.3	84	3.4	2.0	3.0	0.3
90	3.5	2.0	3.0	0.3	90	3.5	2.0	3.0	0.3
96	3.6	2.0	3.0	0.3	96	3.6	2.0	3.0	0.3

TABLES OF DIMENSIONS AND QUANTITIES



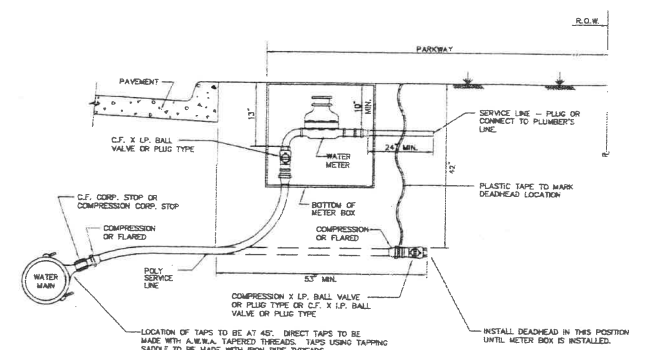
FIRE HYDRANT INSTALLATION

NOTE:  
IN UNPAVED AREAS, INSTALL 2' x 2' x 6" CONCRETE VALVE PAD FLUSH WITH THE TOP OF VALVE BOX. REINFORCE WITH #3 BARS ON 6" CENTERS BOTH WAYS.



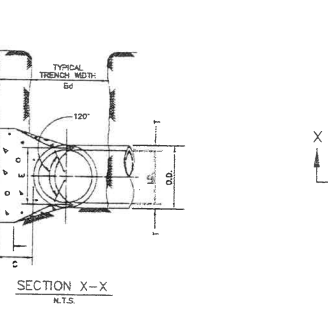
GATE VALVE BOX AND EXTENSION STEM

N.T.S.



WATER SERVICE INSTALLATION 3/4" OR 1" LINE

LD. (IN.)	THRUST (TONS)	C (FT.)	A (FT.)	B (FT.)	VOL. (CY)
4.8	0.1	1.0	1.0	1.0	0.1
10.12	0.2	1.0	1.0	1.0	0.1
16.18	0.8	1.0	1.0	1.0	0.1
20	0.9	1.0	1.0	1.0	0.1
24	1.1	1.0	1.0	1.0	0.1
30	1.4	1.0	1.0	1.0	0.1
36	1.7	1.0	1.0	1.0	0.1
42	1.8	2.0	3.0	1.0	0.3
48	2.2	2.0	3.0	1.0	0.3
54	2.5	2.0	3.0	1.0	0.3
60	2.7	2.0	3.0	1.0	0.3
66	2.9	2.0	3.0	1.0	0.3
72	3.1	2.0	3.0	1.0	0.3
78	3.3	2.0	3.0	1.0	0.3
84	3.4	2.0	3.0	1.0	0.3
90	3.5	2.0	3.0	1.0	0.3
96	3.6	2.0	3.0	1.0	0.3



SECTION X-X

N.T.S.

GENERAL NOTES FOR ALL THRUST BLOCKS:

- CONCRETE FOR BLOCKING SHALL BE CLASS "B".
- ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR DUCTILE IRON, P.V.C., AND 150 PSI FOR CONCRETE PIPE.
- VOLUMES OF THRUST BLOCKS ARE NET VOLUMES OF CONCRETE TO BE FURNISHED. THE CORRESPONDING WEIGHT OF THE CONCRETE (CLASS "B") IS EQUAL TO OR GREATER THAN THE VERTICAL COMPONENT OF THE THRUST ON THE VERTICAL BEND.
- WALL THICKNESS (T) ASSUMED HERE FOR ESTIMATING PURPOSES ONLY.
- POUR CONCRETE FOR BLOCK AGAINST UNDISTURBED EARTH.
- DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS WHERE AND AS DIRECTED BY THE ENGINEER. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE.
- THE SOIL BEARING PRESSURES ARE BASED ON 1000 LBS./S.F. IN SOIL AND 2000 LBS./S.F. IN ROCK.
- USE POLYETHYLENE WRAP OR EQUAL BETWEEN CONCRETE AND BEND, TEE, OR PLUG TO PREVENT THE CONCRETE FROM STICKING TO IT.
- CONCRETE SHALL NOT EXTEND BEYOND JOINTS.

SIZE OF PIPE IN INCHES DIA.	KIND OF PIPE	EXTERNAL DIA. (Bd) IN INCHES	TRENCH WIDTH (Bd) IN INCHES
6"	PVC SEWER PIPE	6.28	24
8"	PVC SEWER PIPE	8.16	24
10"	PVC SEWER PIPE	10.2	26

WATER EMBEDMENT  
CLASS "B+"  
(per NCTCOG Standards)

Δ	11.25°	22.50°	30°	40°	47.50°	90°
LD. (IN.)	4.8	10.12	16.18	20	24	30
THRUST (TONS)	0.1	0.2	0.8	0.9	1.1	1.4
C (FT.)	1.0	1.0	1.0	1.0	1.0	1.0
A (FT.)	1.0	1.0	1.0	1.0	1.0	1.0
B (FT.)	1.0	1.0	1.0	1.0	1.0	1.0
VOL. (CY)	0.1	0.1	0.1	0.1	0.1	0.1

VERTICAL THRUST BLOCK AT PIPE BEND

CAUTION! EXISTING UTILITIES  
CONTRACTOR SHOULD CALL 1-800-DIG-TEST PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES FOR EXISTING UTILITY LOCATION. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCED INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES IN ORDER TO PROTECT ALL UTILITIES AND TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

**ENGINEERINGCONCEPTS & DESIGN, L.P.**  
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES - FIRM REG. #F-001145  
201 WINDCO CIR, STE 200, WYLLIE, TX 75098  
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:  
DRAWN: JD DATE: \_\_\_\_\_  
CHECKED: M.A. DATE: MARCH 2019  
PROJECT NO: 08361  
DWG FILE NAME: 08361 PAVING DETAILS.DWG

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CONSTRUCTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATT ATKINS, P.E. 93968



WATER DETAILS  
THE FARMSTEAD  
COLLIN COUNTY, TEXAS

SHEET  
12  
OF  
15



DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever and no liability is assumed by TxDOT for any damages resulting from its use.

DATE: FILE:

### TABLE OF DIMENSIONS & REINFORCING STEEL (Wings for One Structure End)

Maximum Wingwall Height Hw	Dimensions				Variable Reinforcing				Estimated Quantities per ft of wing (2-Wings)		Estimated Quantities per ft of Toewall (1-Toewall)	
	W	X	Y	Z	Bars J1	Bars J2	Reinf (Lb/Ft)	Conc (CY/Ft)	Reinf (Lb/Ft)	Conc (CY/Ft)		
2'-6"	2'-10"	10"	1'-0"	7"	#4 1'-0"	#4 1'-0"	48.64	0.406	6.85	0.071		
2'-9"	2'-10"	10"	1'-0"	7"	#4 1'-0"	#4 1'-0"	49.31	0.424	6.85	0.071		
3'-0"	2'-10"	10"	1'-0"	7"	#4 1'-0"	#4 1'-0"	49.98	0.444	6.85	0.071		
3'-3"	2'-10"	10"	1'-0"	7"	#4 1'-0"	#4 1'-0"	53.32	0.462	6.85	0.071		
3'-6"	2'-10"	10"	1'-0"	7"	#4 1'-0"	#4 1'-0"	53.98	0.480	6.85	0.071		
4'-0"	3'-2"	1'-2"	1'-0"	7"	#4 1'-0"	#4 1'-0"	55.77	0.532	6.85	0.071		
4'-6"	3'-2"	1'-2"	1'-0"	7"	#4 1'-0"	#4 1'-0"	59.77	0.568	6.85	0.071		
5'-0"	3'-9"	1'-7"	1'-2"	7"	#4 1'-0"	#4 1'-0"	63.45	0.632	6.96	0.075		
5'-6"	3'-9"	1'-7"	1'-2"	7"	#4 1'-0"	#4 1'-0"	67.46	0.668	6.96	0.075		
6'-0"	4'-4"	2'-0"	1'-4"	7"	#5 1'-0"	#5 1'-0"	80.67	0.730	7.07	0.078		
6'-6"	4'-4"	2'-0"	1'-4"	7"	#5 1'-0"	#5 1'-0"	85.05	0.768	7.07	0.078		
7'-0"	5'-0"	2'-3"	1'-9"	8"	#5 1'-0"	#5 1'-0"	92.15	0.864	8.07	0.093		
7'-6"	5'-0"	2'-3"	1'-9"	8"	#5 1'-0"	#5 1'-0"	96.54	0.902	8.07	0.093		
8'-0"	5'-6"	2'-8"	1'-10"	8"	#5 6"	#5 6"	139.04	0.962	8.13	0.095		
8'-6"	5'-6"	2'-8"	1'-10"	8"	#5 6"	#5 6"	144.47	1.000	8.13	0.095		
9'-6"	6'-0"	2'-10"	2'-2"	9"	#5 6"	#5 6"	156.93	1.136	8.41	0.110		
10'-6"	6'-5"	3'-0"	2'-5"	9"	#6 6"	#6 6"	196.27	1.234	8.57	0.117		
11'-6"	7'-2"	3'-6"	2'-8"	11"	#6 6"	#6 6"	230.13	1.438	9.52	0.140		
12'-6"	7'-8"	3'-9"	2'-11"	1'-0"	#7 6"	#7 6"	283.41	1.592	9.74	0.157		
13'-6"	8'-2"	4'-0"	3'-2"	1'-2"	#8 6"	#8 6"	346.72	1.804	10.02	0.186		
14'-6"	8'-10"	4'-5"	3'-5"	1'-4"	#9 6"	#9 6"	432.94	2.046	10.30	0.218		
15'-6"	9'-6"	4'-10"	3'-8"	1'-6"	#9 6"	#7 6"	489.52	2.302	11.24	0.253		
16'-0"	9'-11"	5'-0"	3'-11"	1'-7"	#9 6"	#7 6"	505.72	2.448	11.47	0.279		

### TABLE OF WINGWALL REINFORCING (2-Wings)

Bar	Size	No.	Spa
D1	#6	~	1'-0"
D2	#6	~	1'-0"
E1	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	~	8"
M1	#4	4	~
P	#4	~	1'-0"
V	#4	~	1'-0"

### TABLE OF TOEWALL REINFORCING

Bar	Size	No.	Spa
J3	#4	2	1'-0"
M2	#4	2	~
E2	#4	~	1'-0"

### WING DIMENSION CALCULATIONS:

Formulas: (All values are in Feet)

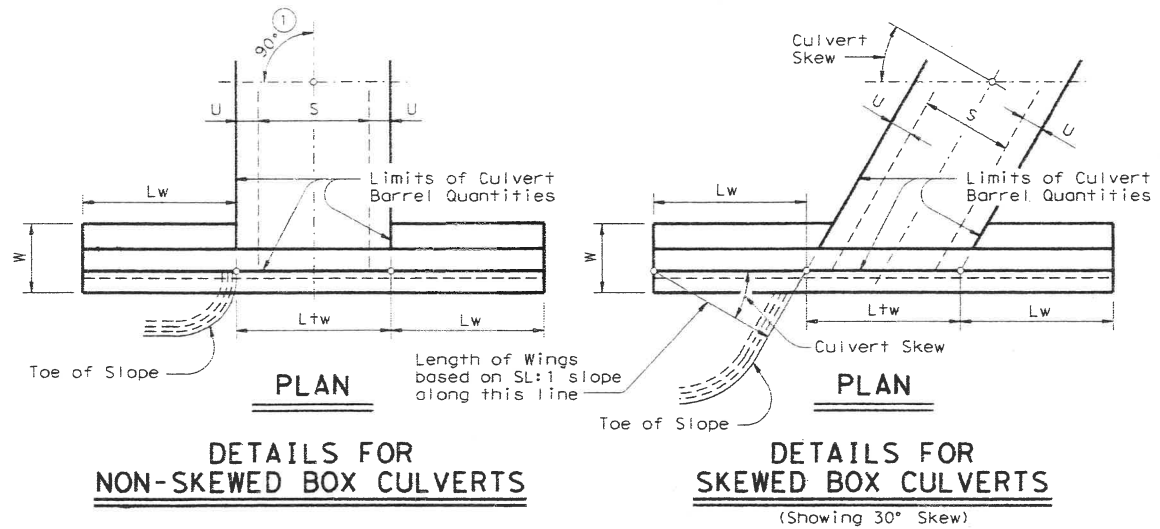
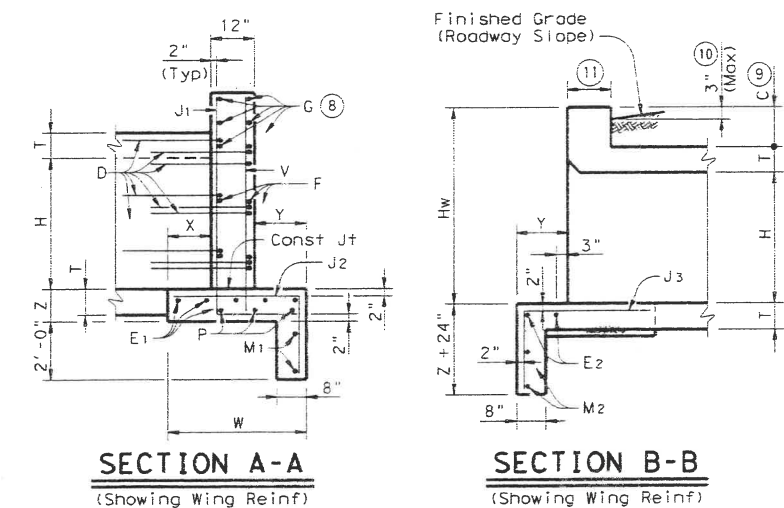
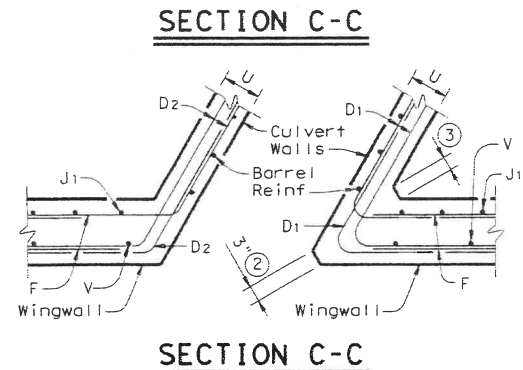
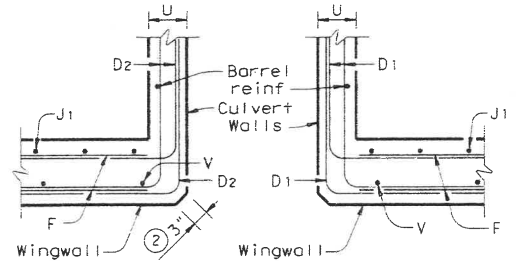
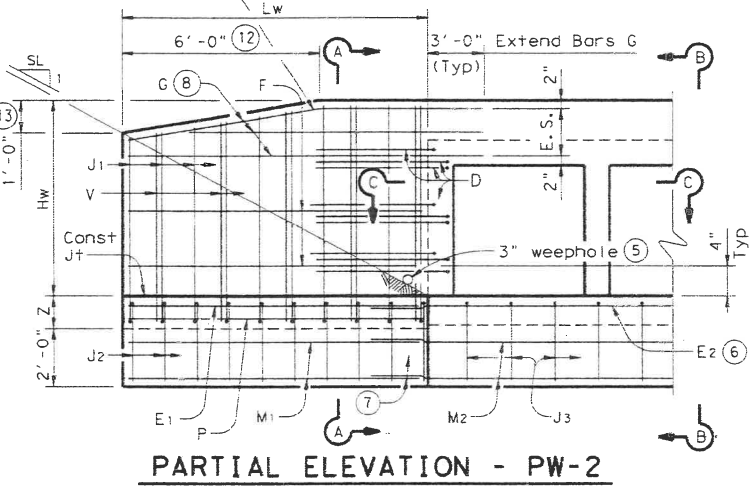
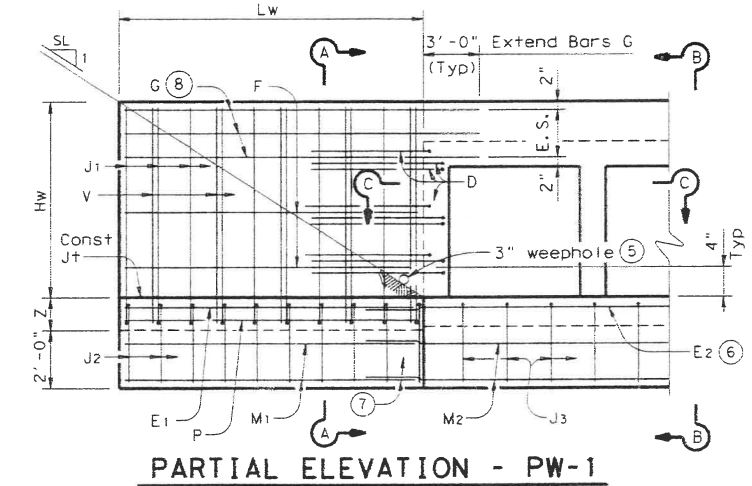
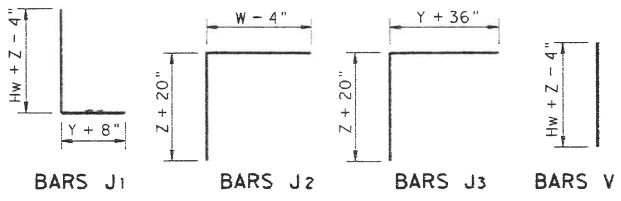
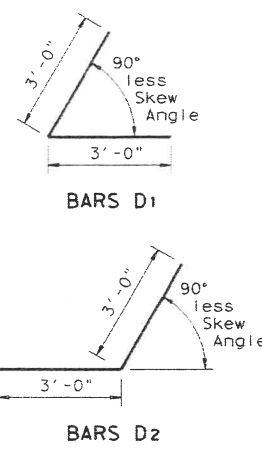
$Hw = H + T + C$   
 $Lw = (Hw)(SL) \div \text{Cosine } \theta$  for Ty PW-1  
 $= (Hw - 1') (SL) \div \text{Cosine } \theta$  for Ty PW-2 and  $Hw \geq 4'$   
 $= (Hw - 0.5') (SL) \div \text{Cosine } \theta$  for Ty PW-2 and  $Hw < 4'$

For Cast-in-place culverts:  
 $Ltw = [(N)(S) + (N + 1)(U)] \div \text{Cosine } \theta$

For Precast culverts:  
 $Ltw = [(N)(2U + S) + (N - 1)(0.5')] \div \text{Cosine } \theta$   
 Total Wingwall Area (Two Wings ~ SF)  
 $= (2)(Hw)(Lw)$  for Ty PW-1  
 $= (2)(Hw)(Lw) - 6$  SF for Ty PW-2 and  $Hw \geq 4'$   
 $= (2)(Hw)(Lw) - 1.5$  SF for Ty PW-2 and  $Hw < 4'$

$Hw$  = Height of Wingwall  
 $Lw$  = Length of Wingwall  
 $Ltw$  = Culvert Toewall Length  
 $N$  = Number of Culvert Spans  
 $SL:1$  = Channel Slope ratio. (Horizontal: 1 Vertical, Usual value is 2:1)  
 $\theta$  = Culvert Skew

See applicable box culvert standard for S, H, T and U values.



- ① Skew Angle = 0°
- ② At discharge end, chamfer may be 3/4".
- ③ For 15° Skew ~ 1"  
For 30° Skew ~ 2"  
For 45° Skew ~ 3"
- ④ Quantities shown are for two Type PW-1 wings. Adjust concrete volume for Type PW-2 wings. To determine estimated quantities for two wings, multiply the tabulated values by Lw. Quantities shown do not include weight of Bars D.
- ⑤ Provide weepholes for Hw = 5'-0" and greater. Fill around weepholes with coarse gravel.
- ⑥ Extend Bars E2 1'-6" minimum into the wingwall footing.
- ⑦ Lap Bars M1 1'-6" minimum with Bars M2.
- ⑧ Bars G equally spaced at 8" maximum, place as shown. Provide at least two pair Bars G per wing.
- ⑨ 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECD standard. For structures with T6 bridge rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.
- ⑩ For vehicle safety, the following requirements must be met:
  - For structures without bridge rail, curbs cannot project more than 3" above finished grade.
  - For structures with bridge rail, build curbs flush with finished grade.
 Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- ⑪ 1'-0" typical. 2'-0" typical when RAC standard is referenced elsewhere in the plans.
- ⑫ 3'-0" for Hw < 4'.
- ⑬ 6" for Hw < 4'.

**GENERAL NOTES:**

Designed in accordance with AASHTO LRFD Bridge Design Specifications.

Provide Class "C" Concrete (f'c = 3,600 psi Min) and Grade 60 reinforcing steel.

Provide 1 1/4" Min clear cover to reinforcing steel.

Depth of toewalls for wingwalls and culverts may be reduced or eliminated when founded on solid rock, when directed by the Engineer.

See BCS sheet for wingwall type and additional dimensions and information.

The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for the Contractor's information only.

**DESIGNER NOTES:**

Type PW-1 can be used for all applications and must be used if railing is to be mounted to the wingwall.

Type PW-2 can only be used for applications without a railing mounted to the wingwall.

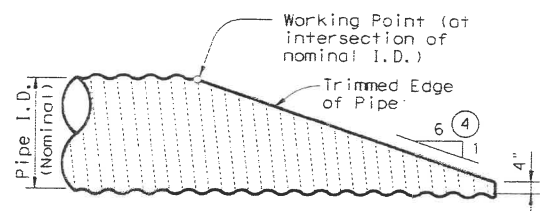
Bridge Division Standard

## CONCRETE WINGWALLS WITH PARALLEL WINGS FOR BOX CULVERTS TYPES PW-1 AND PW-2

PW

FILE: DWST0801.dgn	DN: GAF	CK: CAT	DW: TxDOT	CR: GAF
February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
11-10: Reinforcing Quantities.	DIST	COUNTY	SHEET No.	
01-12: PW-1 & PW-2.				

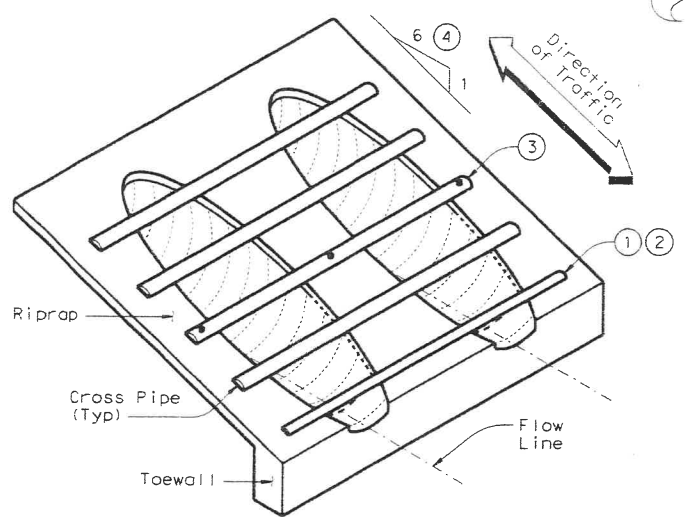
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for conversion of this standard to other formats or for incorrect results or damages resulting from its use.



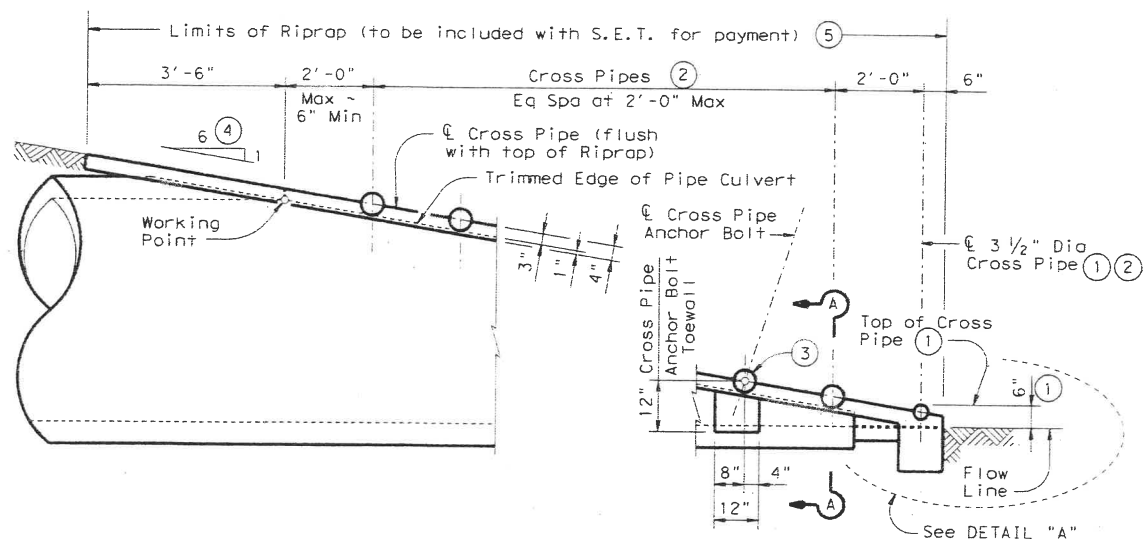
NOTE: All Cross Pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

**SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER**

(Showing Corrugated Metal Pipe Culvert.)  
(Details at Concrete Pipe Culvert are similar.)

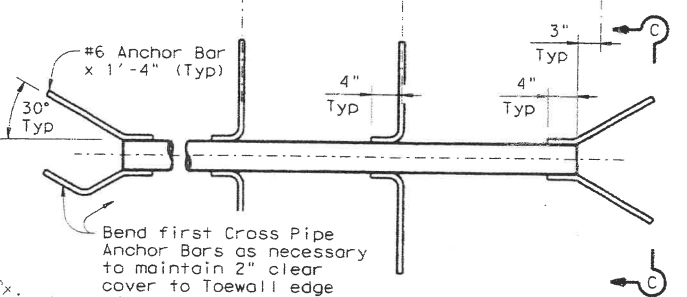
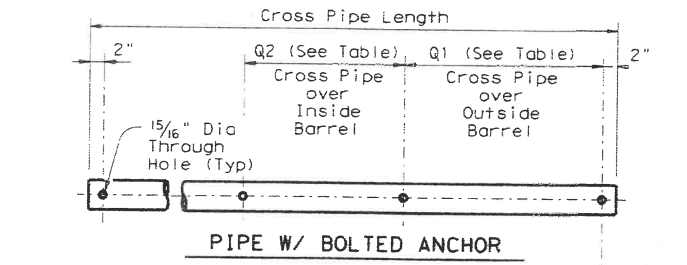


**ISOMETRIC VIEW OF TYPICAL INSTALLATION**

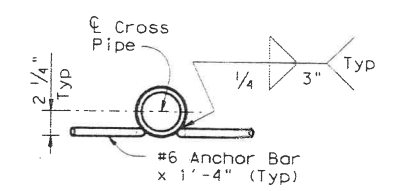


**SIDE ELEVATION OF CAST-IN-PLACE CONCRETE**

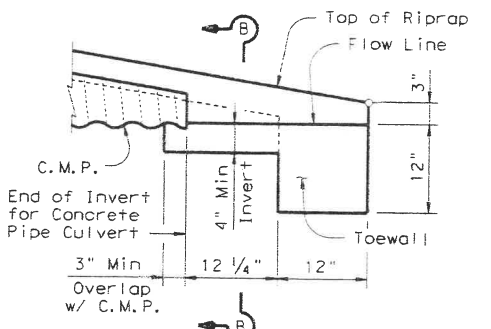
(Showing Concrete Pipe Culvert.)  
(Details at Corrugated Metal Pipe Culvert are similar.)



**PIPE W/ ANCHOR BARS**

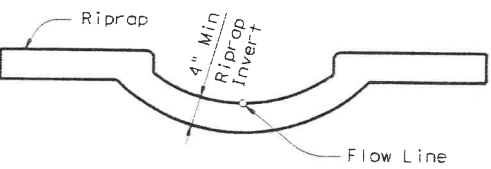


**CROSS PIPE DETAILS**



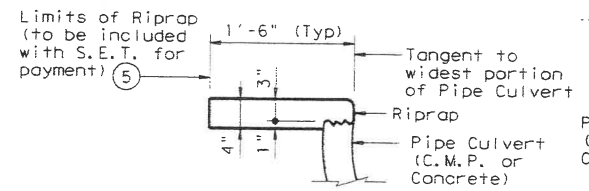
**DETAIL "A"**

(Showing Invert with Corrugated Metal Pipe Culvert. Concrete Pipe Culvert details are similar. Cross Pipes not shown for clarity.)

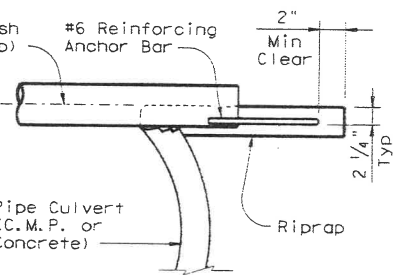


**SECTION B-B**

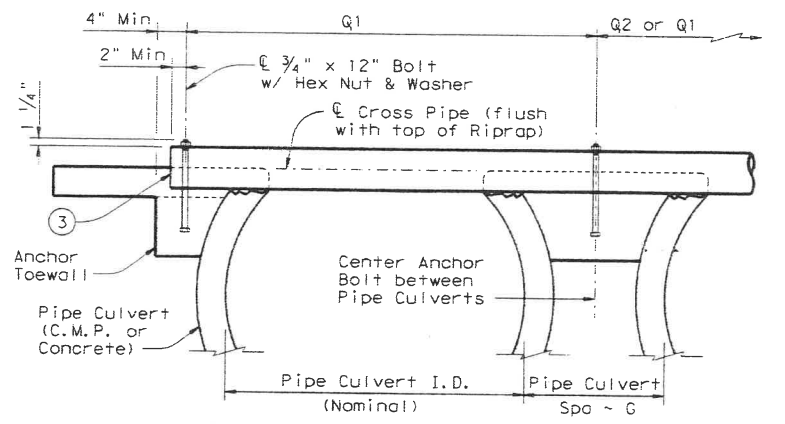
(Cross Pipes not shown for clarity.)



**SHOWING TYPICAL PIPE CULVERT & RIPRAP**



**SHOWING CROSS PIPE WITH ANCHOR BAR**



**SECTION A-A**

(Showing Cross Pipe with Bolted Anchor)

Nominal Culvert I.D.	Conc Riprap (CY) <sup>(6)</sup>	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for use of Cross Pipes	Cross Pipe Size
12"	0.6	9"	N/A	2'-1"	1'-9"	3 or more Pipe Culverts	3" Std (3,500" O.D.)
15"	0.7	11"	N/A	2'-5"	2'-2"		
18"	0.8	1'-2"	N/A	2'-10"	2'-8"		
21"	0.9	1'-4"	N/A	3'-2"	3'-1"		
24"	0.9	1'-7"	N/A	3'-6"	3'-7"	3 or more Pipe Culverts	3 1/2" Std (4,000" O.D.)
27"	1.0	1'-8"	N/A	3'-10"	3'-11"		
30"	1.1	1'-10"	N/A	4'-2"	4'-4"	2 or more Pipe Culverts	3 1/2" Std (4,000" O.D.)
33"	1.2	1'-11"	4'-2"	4'-5"	4'-8"		
36"	1.3	2'-1"	4'-5"	4'-9"	5'-1"	All Pipe Culverts	4" Std (4,500" O.D.)
42"	1.5	2'-4"	4'-11"	5'-5"	5'-10"		
48"	1.7	2'-7"	5'-5"	6'-0"	6'-7"	All Pipe Culverts	5" Std (5,563" O.D.)
54"	2.0	3'-0"	5'-11"	6'-9"	7'-6"		
60"	2.2	3'-3"	6'-5"	7'-4"	8'-3"		
66"	2.4	3'-3"	6'-11"	7'-10"	8'-9"		
72"	2.7	3'-4"	7'-5"	8'-5"	9'-4"		

- The proper installation of the first Cross Pipe is critical for vehicle safety. The top of the first Cross Pipe must be placed at no more than 6" above the flow line.
- Size of Cross Pipes, except the first bottom pipe, shall be as shown in the PIPE SIZE table. The first bottom pipe shall be 3 1/2" Standard Pipe (4" O.D.).
- The third Cross Pipe from the bottom of the Culvert shall always be installed using a bolted connection. Care shall be taken to ensure that Riprap concrete does not flow into the Cross Pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, all other Cross Pipes may also be installed using the bolted connection details.
- Match Cross Slope as shown elsewhere in the plans. Cross Slope of 6:1 or flatter is required for vehicle safety.
- Riprap placed beyond the limits shown will be paid as Concrete Riprap in accordance with Item 432, "Riprap".
- Quantities shown are for one end of one reinforced Concrete Metal Pipe Culvert. For multiple pipe culverts or for Corrugated Metal Pipe Culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

**GENERAL NOTES:**

Cross Pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Safety End Treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the Cross Pipes.

Riprap and all necessary inverts shall be Concrete Riprap conforming to the requirements of Item 432, "Riprap". Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.

Cross Pipes shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52. Bolts and nuts shall conform to ASTM A307.

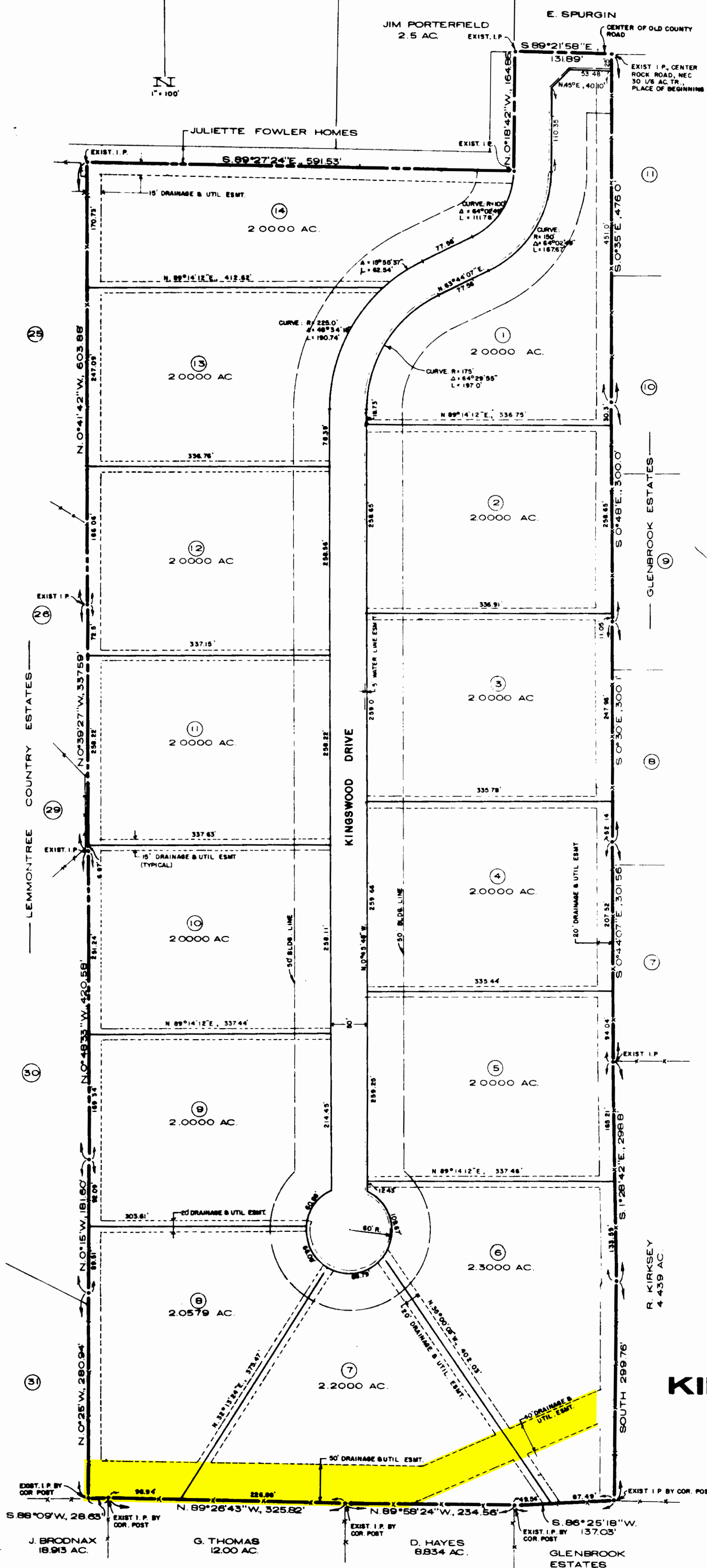
All steel components, except concrete reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

		Bridge Division Standard	
<b>SAFETY END TREATMENT</b> FOR 12" DIA TO 72" DIA PIPE CULVERTS TYPE II ~ PARALLEL DRAINAGE			
<b>SETP-PD</b>			
FILE: setppdse.agn	DATE: GAF	CR: CAT	DR: JRP
REVISIONS: February 2010	CONT: SECT	JOB: HIGHWAY	DR: GAF
11-10: Add note for synthetic fibers	DIST: COUNTY	SHEET NO:	

DATE: FILE:

2474

2474



**OWNER'S CERTIFICATE**

STATE OF TEXAS  
 COUNTY OF COLLIN

WHEREAS, Don King & Son Construction Co. is the owner of a tract of land in the James Grayum Survey, Abstract No. 354, Collin County, Texas, being a resurvey of the 30 1/6 acres of land described in a deed from Agnes Pletcher and husband, Gene Pletcher, et al., to Mabel Armstrong, dated January 7, 1944, recorded in Volume 344, Page 100 of the Collin County Land Records, being described by metes and bounds as follows:

BEING: In the center of an east-west rock road, same being the north, northeast corner of the 61.542 acre tract described in a deed from Corporate Realty 71, Inc., to Roger Stanbach, Trustee, dated March 29, 1972, recorded in Volume 819, Page 61 of the Collin County Land Records, same being at the extension of an established fence and hedge row from the south;

THENCE: Southerly with the west line of said 61.542 acre tract, with the east line of said 30 1/6 acre tract, and with said fence and hedge row as follows:

South 0° 25' East, 478.0 feet; South 0° 48' East, 300.0 feet; South 0° 30' East, 303.1 feet; South 0° 44' 07" East, 301.56 feet to an existing iron pin at the northeast corner of a 4.438 acre tract (reference Volume 1725, Page 76);

South 1° 28' 42" East with the west line of said 4.438 acre tract, 258.80 feet; South with the west line of said 4.438 acre tract, 289.76 feet to an existing iron pin on the south side of a corner post at the southeast corner of said 30 1/6 acre tract and the southwest corner of said 4.438 acre tract;

THENCE: Westerly with the south line of said 30 1/6 acre tract and approximately with an old fence as follows:

South 88° 25' 18" West with a north line of said 61.542 acre tract, 107.01 feet to an existing iron pin on the north side of a corner post at the west, northeast corner of said 61.542 acre tract and the northeast corner of an 8.834 acre tract (reference Volume 722, Page 686);

THENCE: North 89° 58' 24" West with the north line of said 8.834 acre tract, 234.56 feet to an existing iron pin on the north side of a corner post at the northeast corner of said 8.834 acre tract and the northeast corner of a 12.00 acre tract (reference Volume 1786, Page 805);

THENCE: North 89° 26' 43" West with the north line of said 12.00 acre tract, 325.82 feet to an existing iron pin found by a corner post at the northeast corner of said 12.00 acre tract and the northeast corner of an 18.913 acre tract (reference Volume 1454, Page 842);

THENCE: South 88° 00' West with the north line of said 18.913 acre tract, 26.63 feet to an iron pin on the south side of a corner post, at the southeast corner of said 30 1/6 acre tract and the southeast corner of LEMMONTREE COUNTRY ESTATES;

THENCE: Northerly with the west line of said 30 1/6 acre tract and the east line of said LEMMONTREE COUNTRY ESTATES as follows:

North 0° 25' West with an established fence, 280.94 feet;

North 0° 15' West with an established fence, 181.6 feet;

North 0° 48' 33" West, 420.58 feet to an existing iron pin by a corner post;

North 0° 39' 27" West approximately with a fence for 100 feet and continuing in all 337.58 feet to an existing iron pin;

North 0° 41' 42" West, passing a fence corner at approximately 107 feet and continuing with a fence in all 803.88 feet to an existing iron pin at the west, northwest corner of said 30 1/6 acre tract and the northeast corner of LEMMONTREE COUNTRY ESTATES. In the south line of a 20 foot wide strip of land (reference Volume 615, Page 107);

THENCE: South 89° 21' 58" East with the north line of said 30 1/6 acre tract and with a rock road, 131.89 feet to the PLACE OF BEGINNING and containing 30.792 acres of land.

NEW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Don King & Son Construction Co. does hereby adopt this plat designating the herein above described property as KINGSWOOD ESTATES, a subdivision in the City of Lucas, Collin County, Texas, and does hereby dedicate to the public use forever the streets/roads and easements shown thereon.

Witness our hands at Lucas, Texas, this 3rd day of June, 1985.

Robert King

**SURVEYOR'S CERTIFICATE**

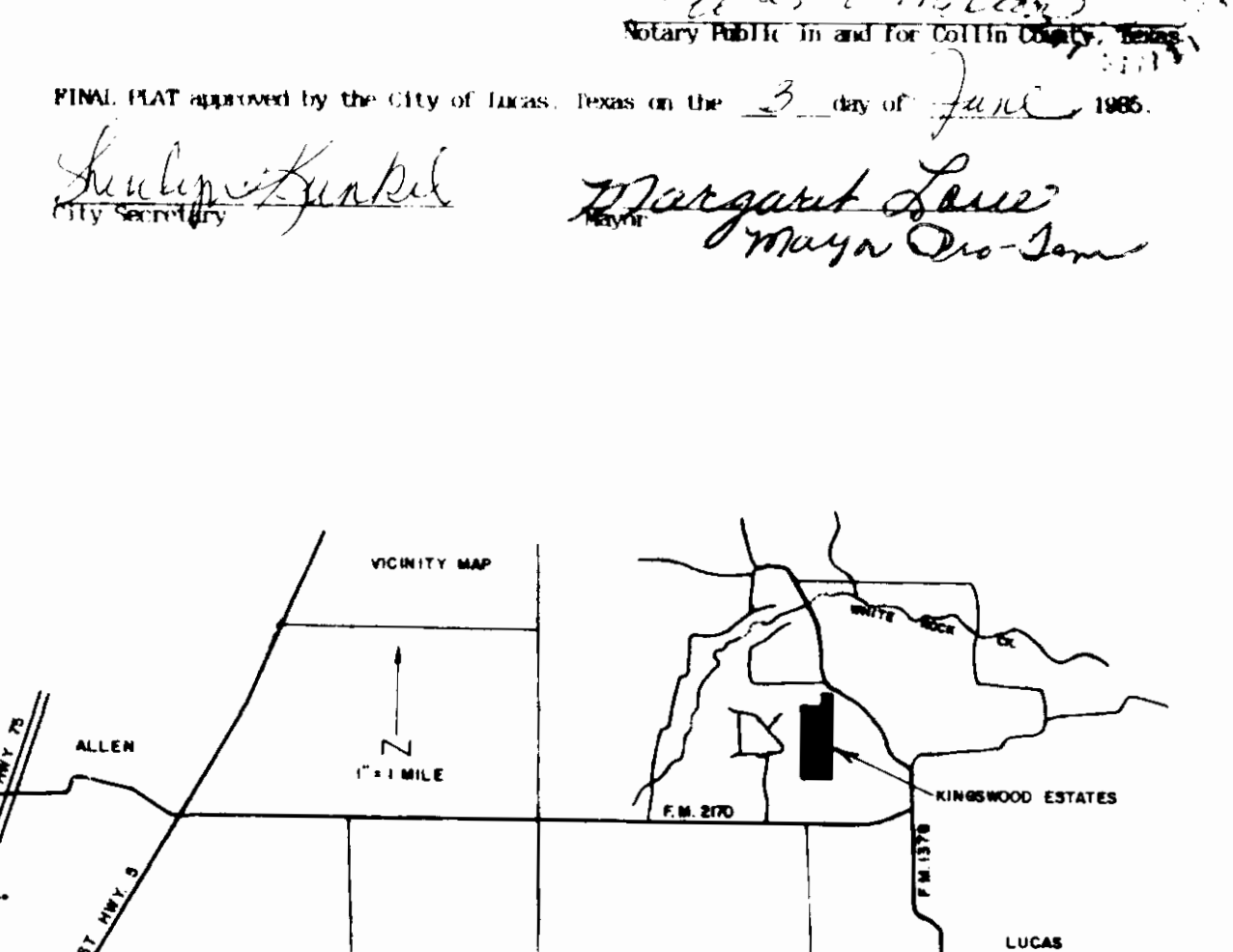
STATE OF TEXAS  
 COUNTY OF COLLIN

I, G.M. Geer, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Robert King, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office, this 2nd day of June, 1985.

G.M. Geer, Registered Professional Engineer No. 6666  
 Registered Public Surveyor No. 3258

**FINAL PLAT approved by the City of Lucas, Texas on the 3rd day of June 1985.**

City Secretary: *Julie Kunkel*  
 City Secretary: *Margaret Lane*  
 City Secretary: *Wayne Doo-Son*



**KINGSWOOD ESTATES**

AN ADDITION TO THE CITY OF LUCAS, IN THE JAMES GRAYUM SUR. ABST. NO. 354, COLLIN COUNTY, TEXAS

OWNER: DON KING & SON CONSTRUCTION CO.  
 917 N. BOWSER,  
 RICHARDSON, TEXAS 75081

ENGINEER & SURVEYOR: G.M. GEER  
 P.O. BOX 326  
 MCKINNEY, TEXAS 75069

