



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 86th 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. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on May 9, 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 at least 48 hours prior to the meeting.



City of Lucas Council Agenda Request May 16, 2019

Item No. 01

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

Item No. 02

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 86th 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 16th 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			
Lucas Vehicles damaged from the 03/24/2019 Hail storm							



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

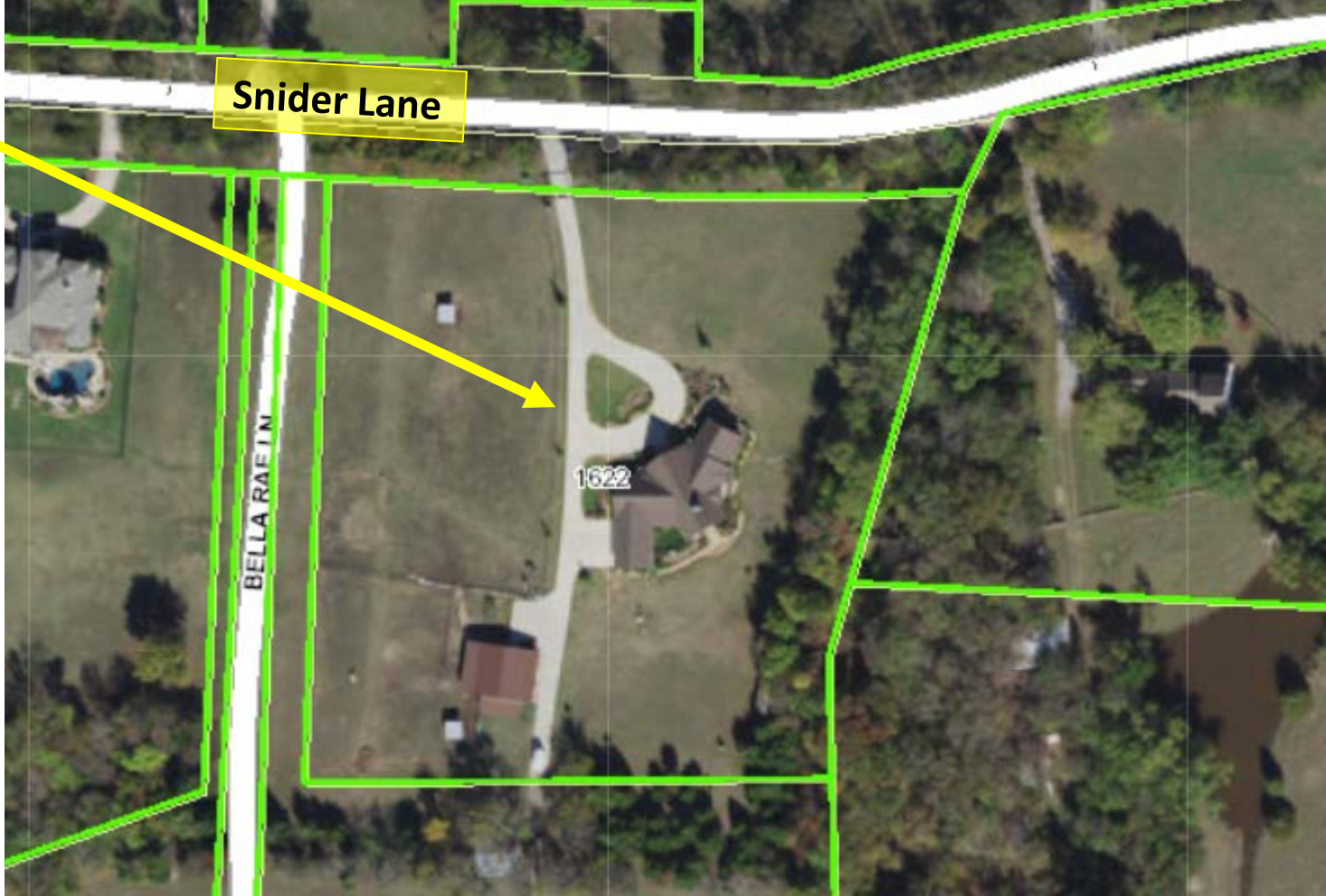
i) In R-2 or AO zoning districts that contain a single-family home:

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 and it will be presented at the Hearing. If you have any questions about the above hearing you may contact 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.

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 §

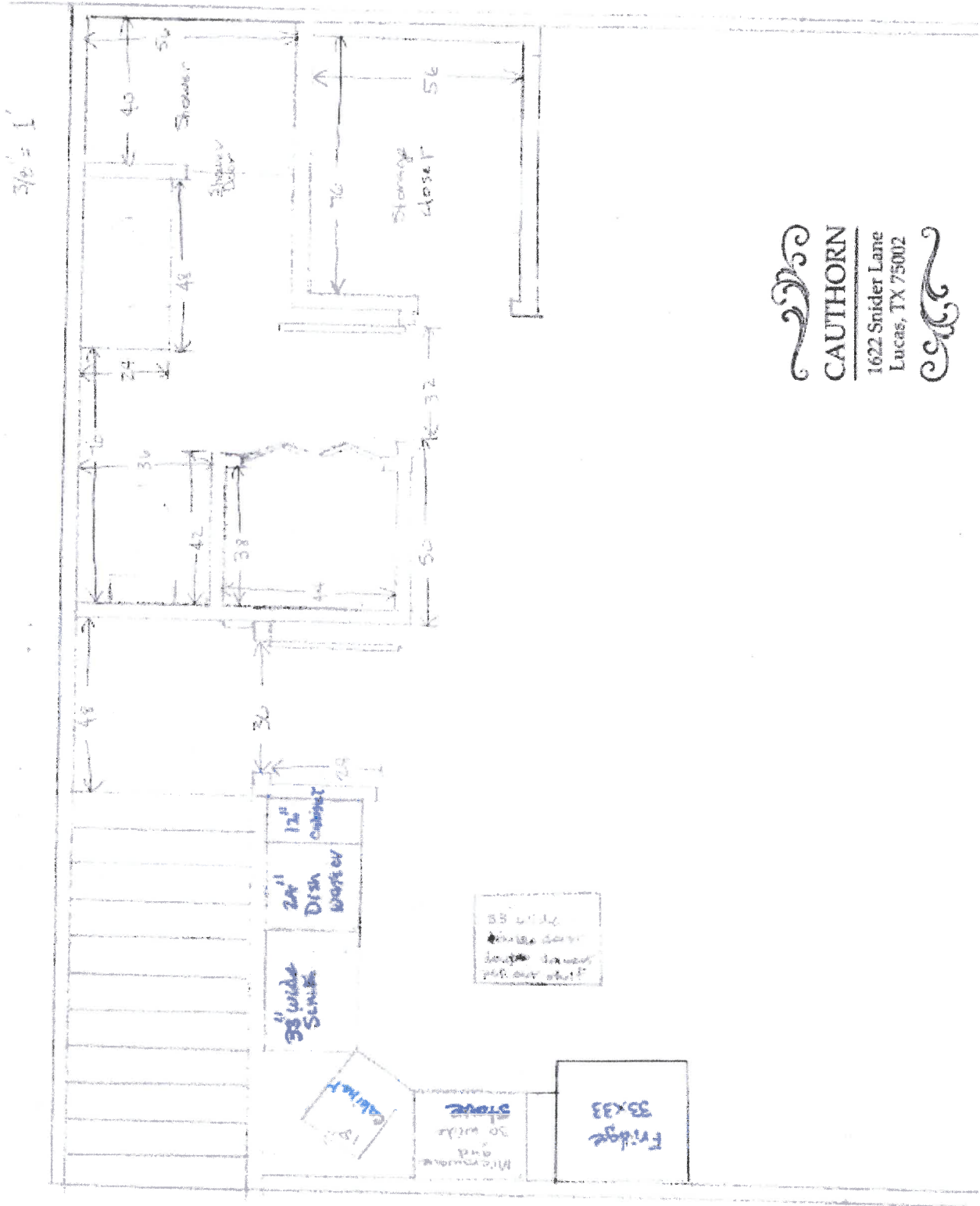
This instrument was acknowledged before me on the ____ day of _____, 20____, by _____ . (Owner)

(seal)

Notary Public, State of Texas

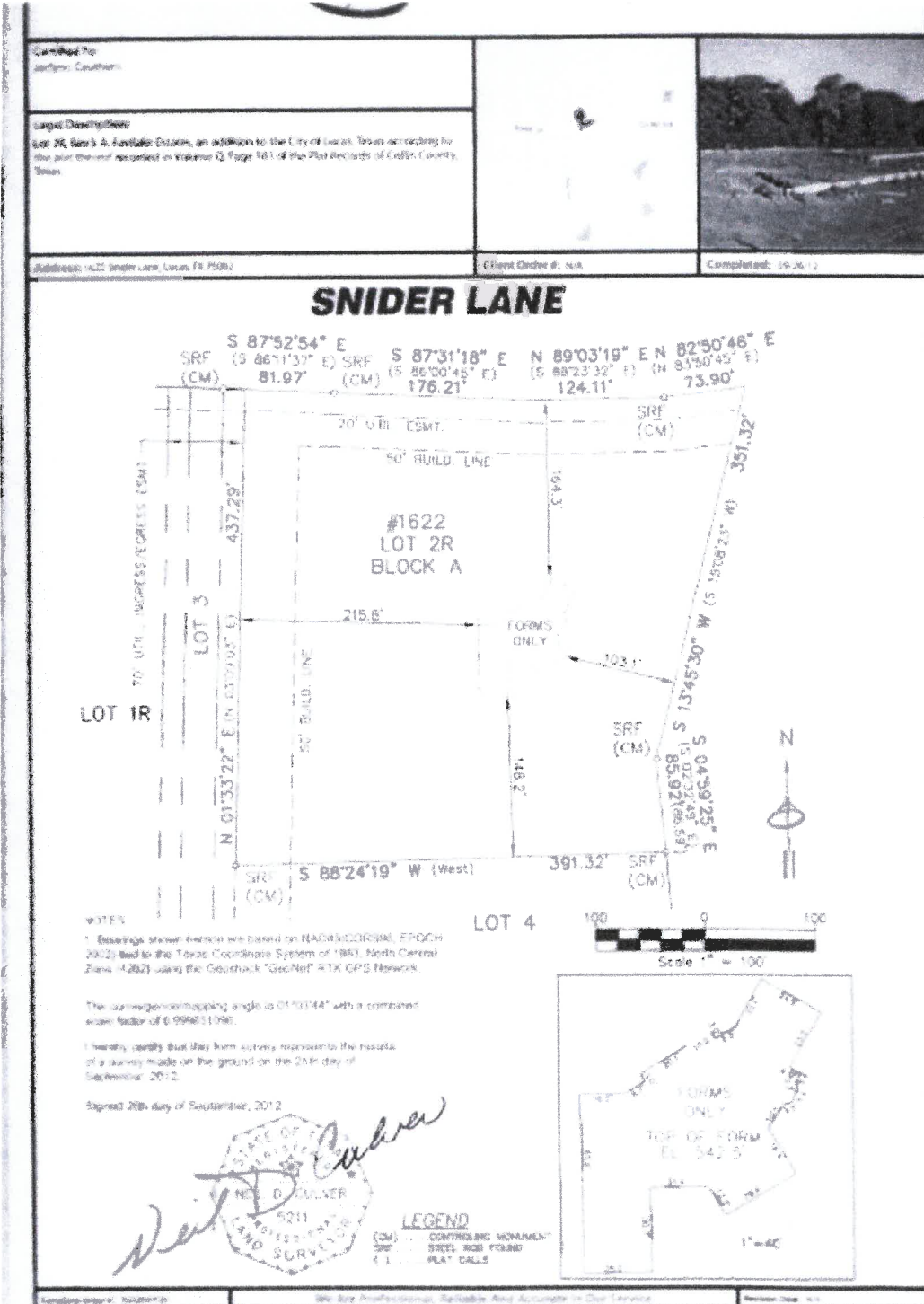
My commission expires: _____

EXHIBIT "C"
FLOOR PLAN



CAUTHORN
 1622 Snider Lane
 Lucas, TX 75002

EXHIBIT "B" SITE PLAN


Snider Lane, Lewis, TX
Survey Professionals, Reliable And Accurate In Our Service
Revision Date: N/A



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

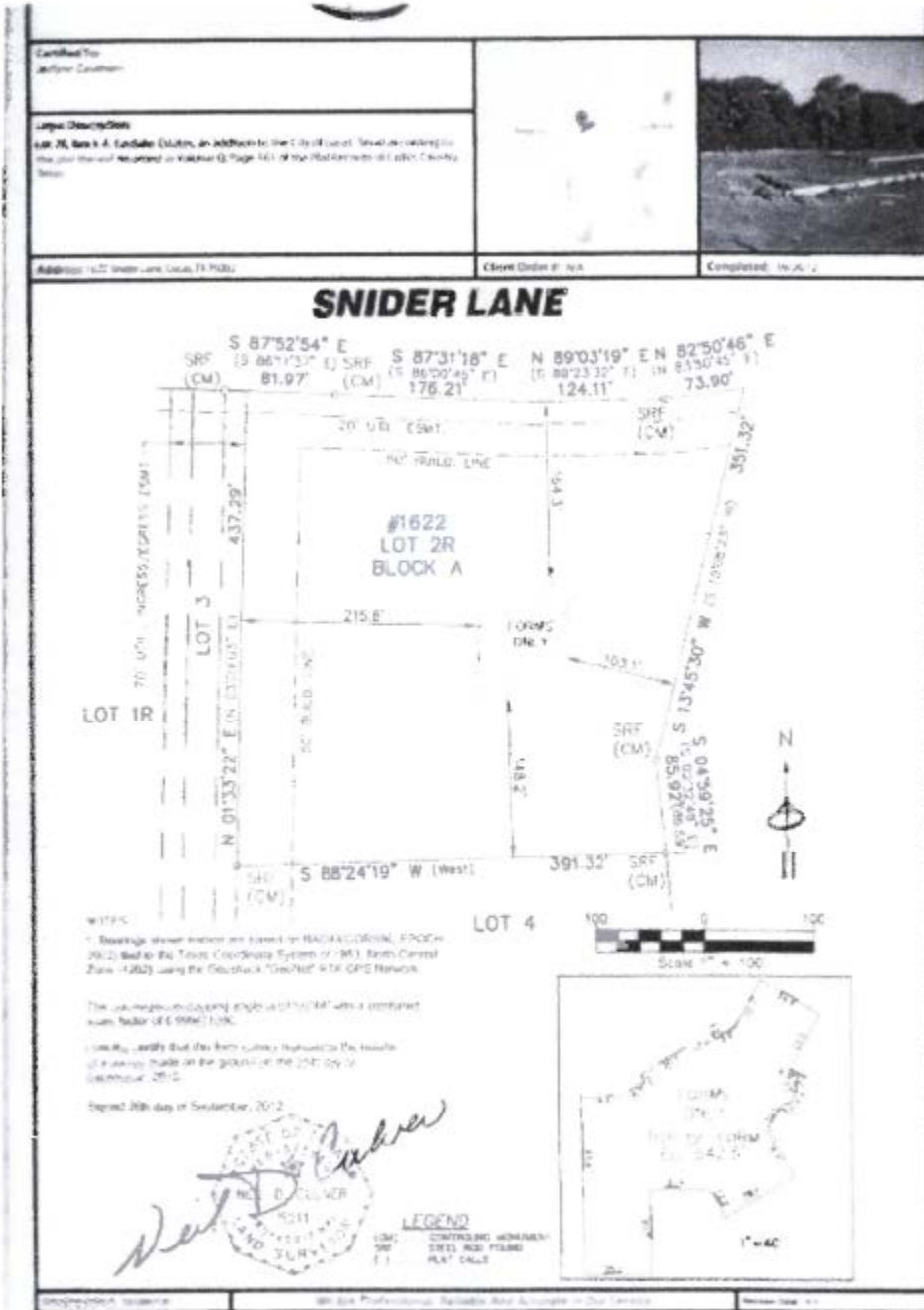
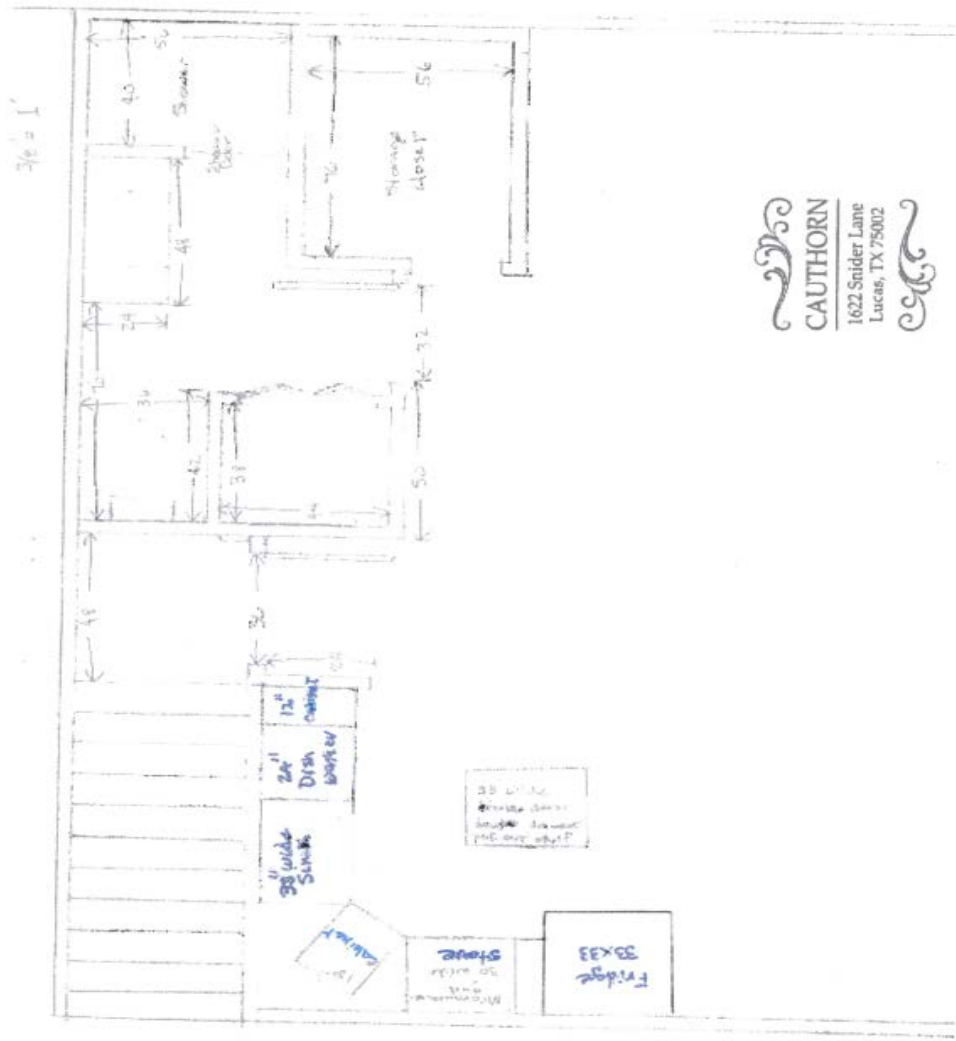


EXHIBIT "C" FLOOR PLAN





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

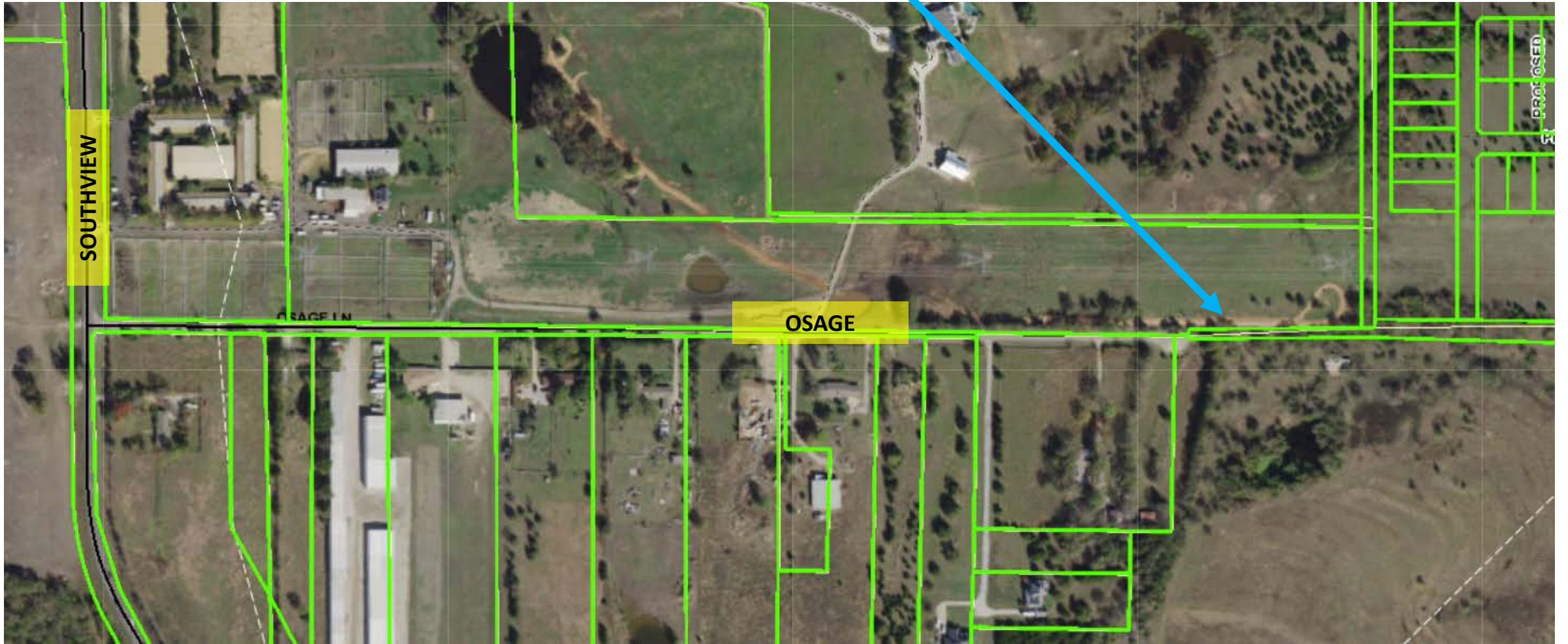
Recommendation

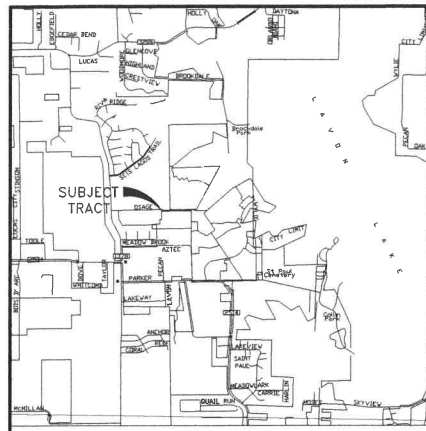
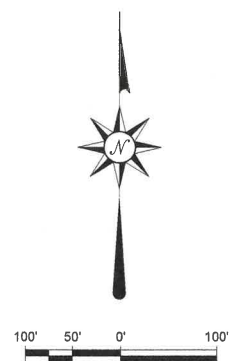
Staff recommends approval of the minor plat as presented. This cover sheet was submitted prior to the Planning and Zoning Commission meeting, their recommendation will be given during presentation.

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'

"JACOBS"
S88°53'09"W 450.00'

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

INSPIRATION, PHASE 6
CABINET 2019, PAGE 43
P.R.C.C.T.

5.000 ACRES
RICHARD M. &
SHARON PRENTICE
C.C.# 95-0049789
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.

MINOR PLAT OSAGE LANE

1.821 ACRES

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

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

SHEET 1 OF 2

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 (FD-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.

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 Phone 469.621.0710
Suite 440
Dallas, Texas 75206 T.B.P.L.S. Firm No. 10194465
Date: APRIL 2019 JOB NO. 0001

THIS PLAT FILED IN _____

5.284 AC



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.
- 5) ACCORDING TO THE F.I.R.M. MAP NO. 48855045A, ISSUED ON JUNE 2, 2009, THERE IS A FLOOD HAZARD ZONE (FLOOD ZONE X) WHICH 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" = 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 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
CERTAIN FURTHER SURETY ABSTRACT NO. 318
315,122 SQ.F.T. / 7.234 ACRES
VC VILLAGE CENTER

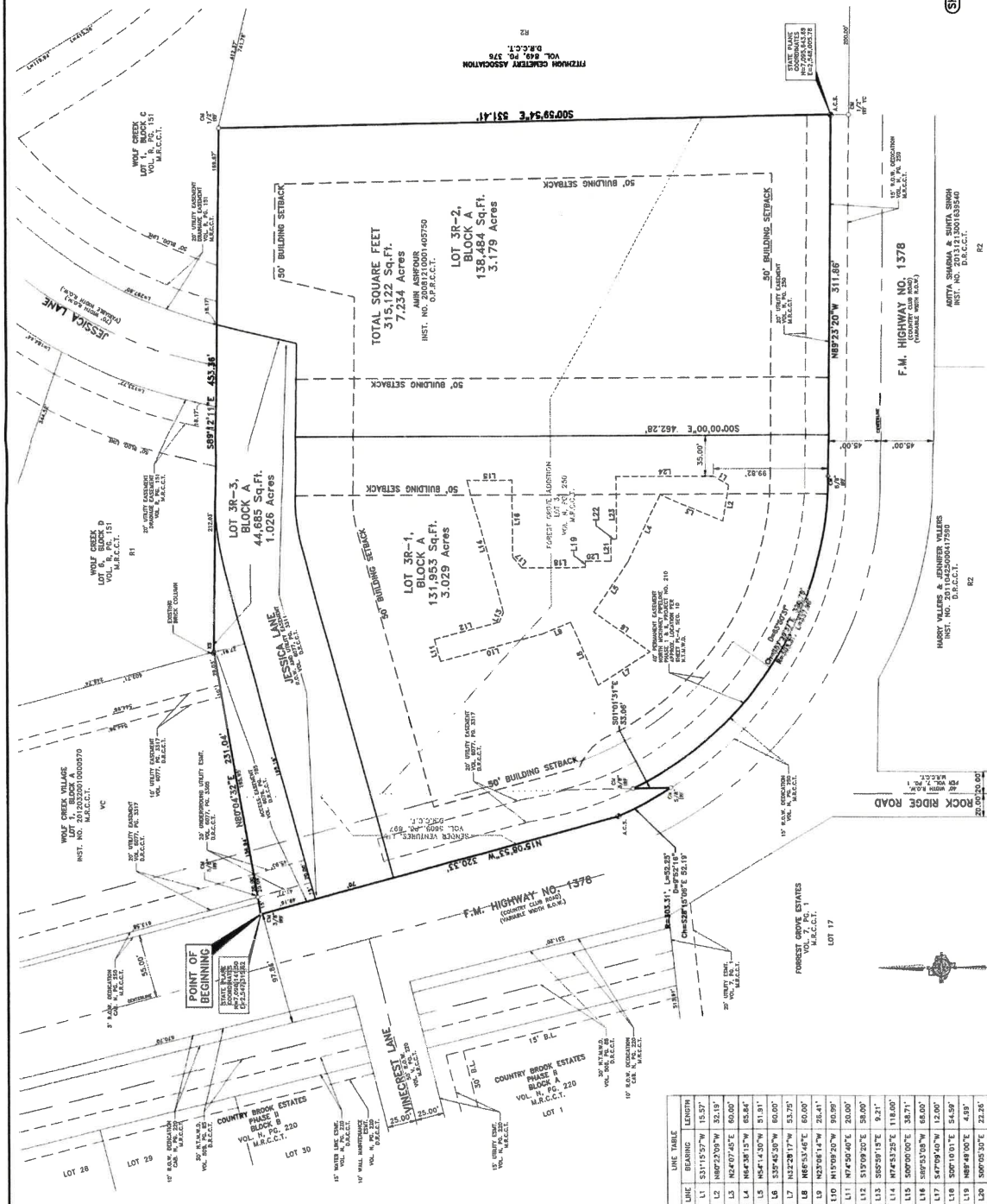
(SHEET 1 OF 2)



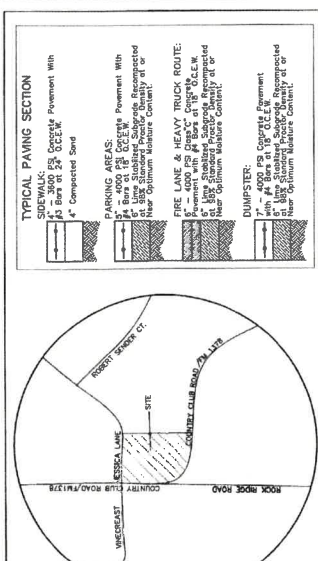
SCALE: 1" = 40' / DATE: NOVEMBER 09, 2011 / JOB NO. 112072 / DRAWN BY: RP

OWNER:
AMIN ASHFUOR
2140 GANTON ROAD, SUITE 100
FAYETTEVILLE, TX 75749
PHONE: 281-331-7171
EMAIL: AMIN@AMINENGINEERING.COM

ENGINEER:
MAMUN KHAN
2140 GANTON ROAD, SUITE 100
FAYETTEVILLE, TX 75749
PHONE: 281-331-7171
EMAIL: MAMUN@AMINENGINEERING.COM



LINE	BEARING	LENGTH
L1	S31°15'27"W	15.97'
L2	S82°2'20"W	22.15'
L3	N24°0'45"E	60.00'
L4	N65°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	N65°34'45"E	60.00'
L9	N29°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	S00°10'10"E	54.50'
L19	N89°48'00"E	4.99'
L20	S09°05'30"E	22.28'
L21	N89°44'50"E	19.99'
L22	S09°00'07"E	5.91'
L23	N89°00'07"E	55.21'
L24	S09°00'07"E	85.14'



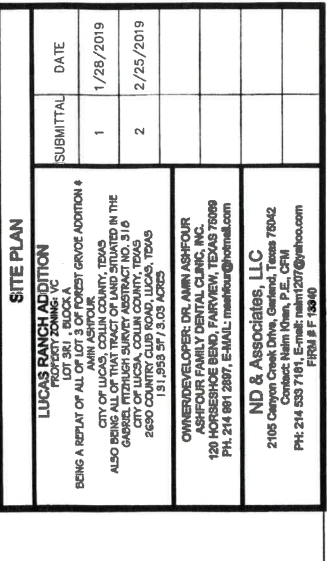
TYPICAL PAVING SECTION

- 3" Gravel
- 1/2" Sand
- 4" Concrete Slab
- 2" Asphalt
- 2" Sand
- 1/2" Gravel
- 1" Concrete Slab
- 2" Asphalt
- 2" Sand
- 1/2" Gravel
- 1" Concrete Slab
- 2" Asphalt
- 2" Sand
- 1/2" Gravel
- 1" Concrete Slab
- 2" Asphalt
- 2" Sand
- 1/2" Gravel

PARKING NOTES:
ALL PARKING SPACES ARE 9'X18'. 2" HANDCOVER IS PROVIDED AS APPLICABLE.

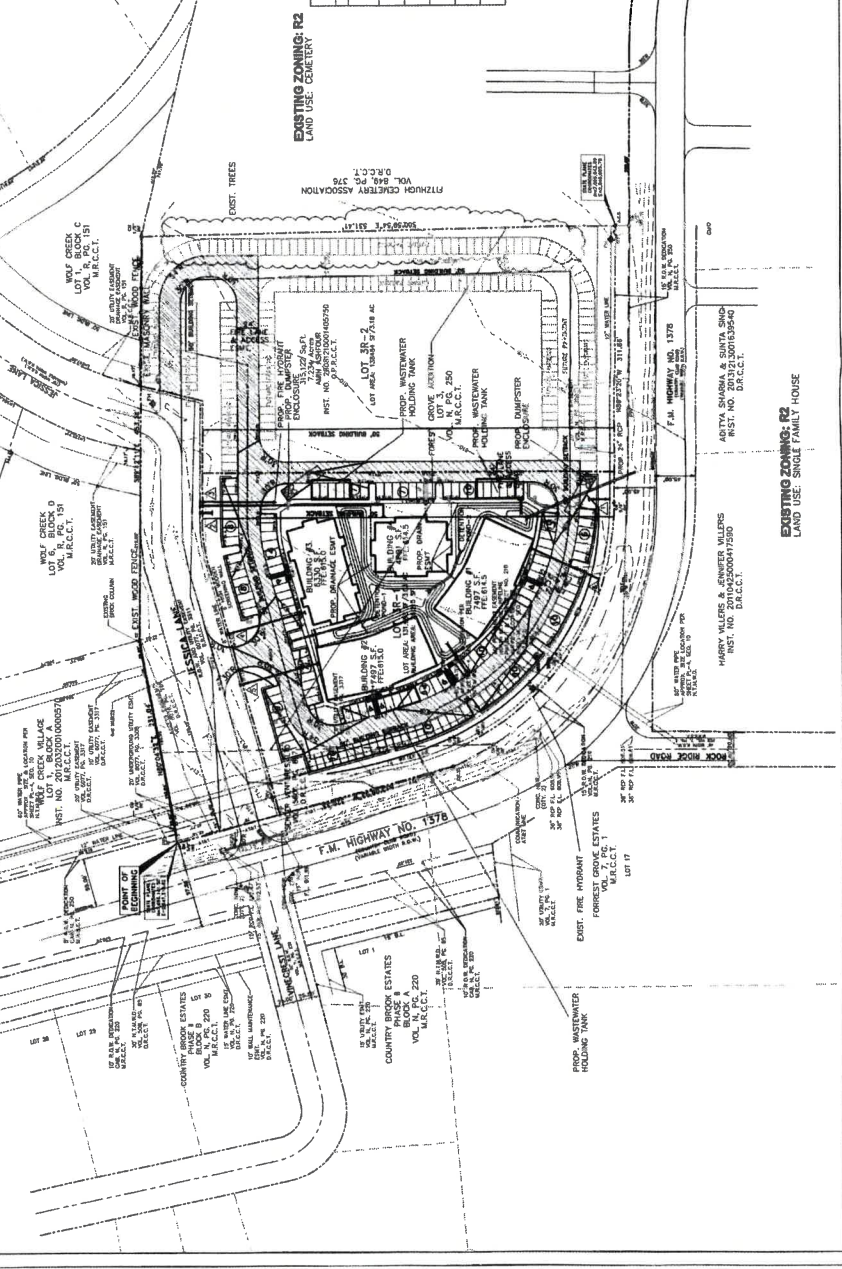
SITE DATA SUMMARY TABLE

EXISTING ZONING: R1	
EXISTING ZONING	VILLAGE CENTER DISTRICT (VC)
PROPOSED LAND USE (ALL BUILDINGS)	OFFICE
TOTAL SITE AREA	3.93 ACROSS 1,207 SF
TOTAL BUILDING AREA	28,216 SF
MAX HEIGHT (FOOTES)	25' / ONE
LOT COVERAGE (%)	19.85%
PARKING PROVIDED (TOTAL # OF SPACES)	68
PARKING REQUIRED (TOTAL # OF SPACES)	150
MANICAP PARKING REQUIRED (TOTAL # OF SPACES)	4
MANICAP PARKING PROVIDED (TOTAL # OF SPACES)	0
DEPENDENT COVER CALCULATIONS:	
PLANTING	9,942 SF
PERMEABLE	4,314 SF
TOTAL	28,216 SF
TOTAL IMPERVIOUS AREA	62.87%



WATER METER SCHEDULE

LO	TYPE	SIZE	NO.	NO. SINK SERVER	REMARKS
1	IRIGATION	1.0"	1	N/A	PROPOSED
1	IRIGATION	1.0"	1	N/A	PROPOSED
1	DOMESTIC	1.0"	1	HOLDING TANK	PROPOSED
1	DOMESTIC	1.0"	1	HOLDING TANK	PROPOSED
1	DOMESTIC	1.0"	1	HOLDING TANK	PROPOSED
1	DOMESTIC	1.0"	1	HOLDING TANK	PROPOSED
1	DOMESTIC	1.0"	1	HOLDING TANK	PROPOSED



WATER NOTES:

- EXISTING AND NEW WATER WILL BE PROVIDED FROM AN EXISTING 12" WATER MAIN RUNNING ON THE WEST & SOUTH SIDE OF THE PROPERTY.
- WATER METER WITH DOMESTIC WATER SERVICE LINE WILL BE INSTALLED BY THE OWNER/DEVELOPER AT OWNER'S EXPENSE.
- WATER METER WITH IRRIGATION WATER SERVICE WILL BE INSTALLED BY THE OWNER/DEVELOPER AT OWNER'S EXPENSE.
- WATER SERVICE LINE TO BE INSTALLED BY A STATE LICENSED PLUMBER AND BE RECORD D BY CODE ENFORCEMENT.

DUMPSTER GENERAL NOTES:

- DUMPSTER TO BE SCREENED BY SIX-FOOT MASONRY WALL ON ALL SIDES TO MATCH STRUCTURE FACING WITH SIX-FOOT SOLID METAL GATE PER CITY OF LUCAS ORDINANCE.
- SCREENING STRUCTURE CAN NOT BE STORED INSIDE DUMPSTER ENCLOSURE WITHOUT ADDING TO THE ENCLOSURE SIZE.

SCREENING AND FENCING NOTE:

ALL BUFFERING, SCREENING AND FENCING WILL BE INSTALLED AS PER THE CITY'S CODE OF ORDINANCE.

WASTE WATER NOTE:

WASTE WATER WILL BE INSTALLED AS PER COLLIN COUNTY STANDARDS AND SPECIFICATIONS.

EXISTING ZONING: R1
LAND USE: SINGLE FAMILY HOUSE

EXISTING ZONING: R2
LAND USE: SINGLE FAMILY HOUSE

EXISTING ZONING: VC
LAND USE: OFFICE

EXISTING ZONING: R1
LAND USE: SINGLE FAMILY HOUSE

EXISTING ZONING: R2
LAND USE: SINGLE FAMILY HOUSE

SITE PLAN

LUCAS RANCH ADDITION
LOT 3, PHASE 2B, P.C.

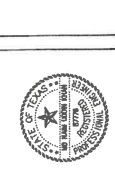
BEING A REPLAT OF ALL OF LOT 3 OF FOREST GROVE ADDITION & ALSO BEING ALL OF THAT TRACT OF LAND SITUATED IN THE CITY OF LUCAS, COLLIN COUNTY, TEXAS

CITY OF LUCAS, COLLIN COUNTY, TEXAS
GABRIEL FITZMAURICE SURVEY ABSTRACT NO. 916
2850 COLONIAL DRIVE, LUCAS, TEXAS 75063
131.993 SF / 3.03 ACRES

OWNER/DEVELOPER: DR. AMIN ASHFOUR
ASHFOUR FAMILY DENTAL CLINIC, INC.
1601 FORREST DRIVE, SUITE 1, PARKVIEW, TEXAS 75069
PH: 214.887.2871; E-MAIL: minashfou@att.net

ND & Associates, LLC
2108 Canyon Creek Drive, Garland, Texas 75042
Contact: Naim Khan, P.E., CFM
PH: 214.533.7194, E-mail: naim1207@yahoo.com
FORM # F-1349

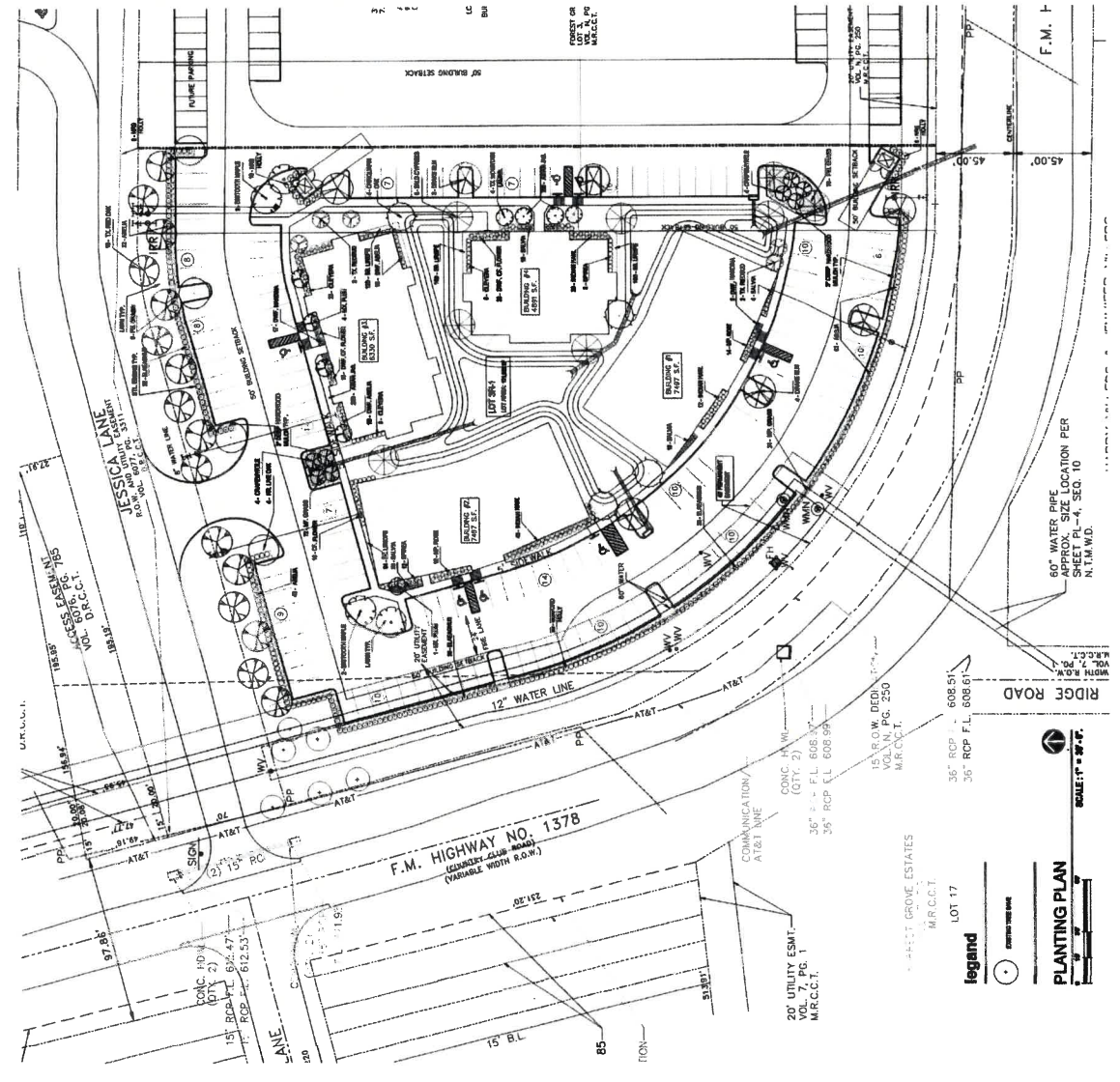
SUBMITTAL	DATE
1	1/28/2019
2	2/25/2019



1/2 Naim Khan
REG. NO. 16266
STATE OF TEXAS
LICENSE EXPIRES 12/31/2024
PROFESSIONAL ENGINEER
CIVIL
Naim Khan, P.E., CFM
2108 Canyon Creek Drive, Garland, Texas 75042
PH: 214.533.7194, E-mail: naim1207@yahoo.com



LANDSCAPE PLAN	
LUCAS RANCH ADDITION LOT 3R - 1, BLOCK A BEING A REPEAT OF ALL OF LOT 3 OF FOREST GROVE ADDITION # 4 CITY OF LUCAS COUNTY TEXAS ALSO BEING ALL OF THAT TRACT OF LAND SITUATED IN THE GABRIEL PITZHIGH SURVEY ABSTRACT NO. 316 OF COUNTY OF LUCAS, TEXAS 2600 COUNTRY CLUB ROAD, LUCAS, TEXAS 131,953 SF / 3.03 ACRES	SUBMITTAL DATE 1 12/11/2018
OWNER: MRS. ANN SHEROUR SHEROUR FAMILY CENTRAL, INC. 120 HORSESHOE BEND, FARMVIEW, TEXAS 79069 PH: 214 891 2897, E-MAIL: ms@sherour.com	
ND & Associates, LLC 2105 Canyon Creek Drive, Garland, Texas 75042 Contact: Nam Khan, P.E., CFM nam.khan@ndandassociates.com PH: 214 633 7144, FAX: 214 633 7144	



aroids

arids

LOT 3R - 1, RETAIL, OFFICE
2982 COUNTRY CLUB ROAD
CITY OF LUZAK, TEXAS

- revisions
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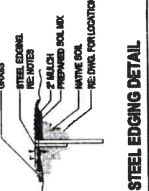


DATE: FEB. 28, 2010
CHECKED

L.L.P.02

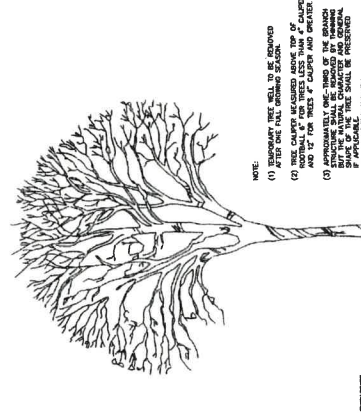
landscape notes

1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND RED COMPLETION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITIONS FOUND ON-SITE WHICH PREVENTS INSTALLATION OF ANY TYPE OF PLANTING.
4. ALL SPRINKLERS AND SOD COVER DEGS SHALL HAVE A MINIMUM OF 24" TWO INCHES OF HAWKWOOD BARK MULCH.
5. TREES SHALL BE LOCATED AS NOTED ON PLAN.
6. TREES SHALL BE PLANTED AT LEAST 30 FEET FROM ANY UTILITY LINE AND OUTSIDE ALL UTILITY EASEMENTS AND A THREE (3) CLEAR DIAMETER AROUND FREE AND CLEAR OF ALL OBSTACLES.
7. ALL TREES PLANTED WITHIN 50 FEET OF A CURB, WALL OR DRIVE MUST INCLUDE AN APPROVED ROOT PRUNING PROGRAM APPROVED BY THE CITY OF LUZAK.
8. TREES SHALL BE PLANTED WITHIN 50 FEET OF A CURB, WALL OR DRIVE WITH 1/2" OF BARK (10 FEET).
9. TREES OVERHANGING PUBLIC STREET PAVEMENT, DRIVE JUNCTIONS AND FREELANES WILL HAVE A MINIMUM CLEAR HEIGHT OF FOUR FEET (4') FROM THE GROUND SURFACE.
10. ALL BRANCHES SHALL BE MAINTAINED IN HEALTHY AND GROWING CONDITION.
11. ALL PLANT MATERIAL SHALL BE MAINTAINED IN HEALTHY AND GROWING CONDITION.
12. TREES SHALL BE PLANTED WITHIN A MINIMUM CLEAR VEHICLE DRIVEWAY AND PARALLEL TO ANY DRIVEWAY.
13. TREES SHALL BE PLANTED WITHIN A MINIMUM CLEAR VEHICLE DRIVEWAY AND PARALLEL TO ANY DRIVEWAY.
14. ALL PLANT MATERIAL EXCLUSIVE OF TREES SHALL NOT EXCEED TWO THROUGHS OF THE DRIVEWAY.
15. ALL PLANT MATERIAL EXCLUSIVE OF TREES SHALL NOT EXCEED TWO THROUGHS OF THE DRIVEWAY.
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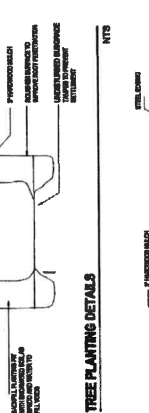


planting notes

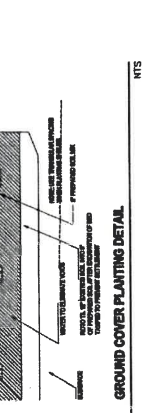
1. 1/2" WOOD MULCH FOR EXPOSURE TO PROTECT AND MAINTAIN SOIL MOISTURE.
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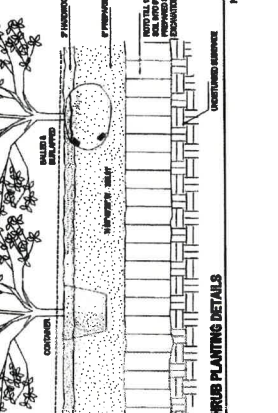
GROUND COVER PLANTING DETAIL



TREE PLANTING DETAILS



SHRUB PLANTING DETAILS



planting requirement

- 1. ALL PLANT MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
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- 40. ALL PLANT MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.

landscape area

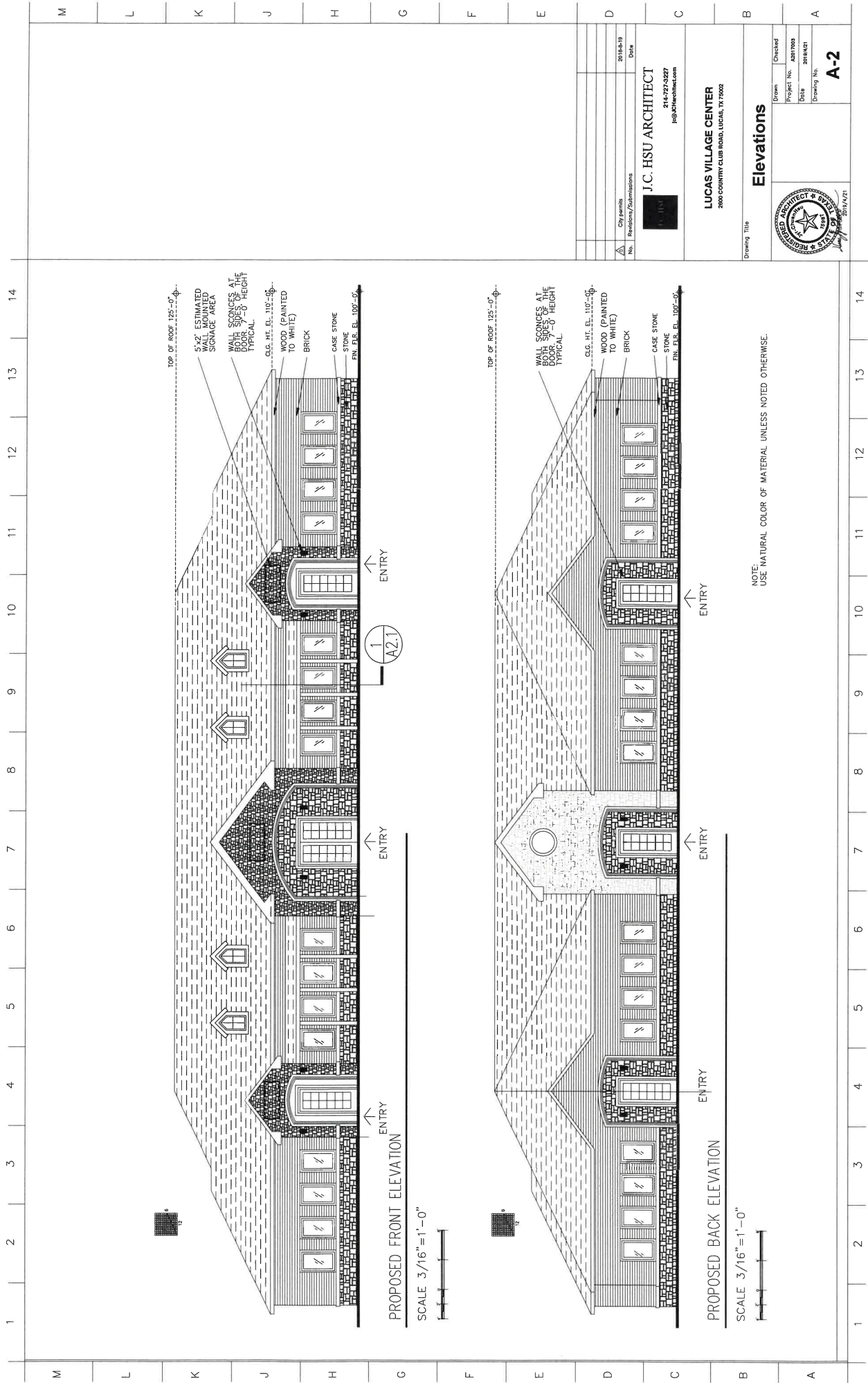
TOTAL PLANTING AREA: 10,000 SQ. FT.	
TOTAL SHRUB PLANTING AREA: 5,000 SQ. FT.	
TOTAL TREE PLANTING AREA: 5,000 SQ. FT.	
TOTAL LANDSCAPE AREA: 10,000 SQ. FT.	

tree symbols

SYMBOL	TREE SPECIES
	TEXAS RED OAK
	SHAD BLU
	CHINA ELM
	HOORNBLOSSOM
	CHICKENWOOD
	SPICEWOOD
	SPICEWOOD
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plant schedule

ITEM NO.	DESCRIPTION	PLANT TYPE	SIZE	QUANTITY
1	Texas Red Oak	Tree	18" x 18" x 10'	10
2	Shad Blau	Tree	18" x 18" x 10'	10
3	China Elm	Tree	18" x 18" x 10'	10
4	Hoornblossom	Tree	18" x 18" x 10'	10
5	Chickenwood	Tree	18" x 18" x 10'	10
6	Spicewood	Tree	18" x 18" x 10'	10
7	Spicewood	Tree	18" x 18" x 10'	10
8	Spicewood	Tree	18" x 18" x 10'	10
9	Spicewood	Tree	18" x 18" x 10'	10
10	Spicewood	Tree	18" x 18" x 10'	10
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39	Spicewood	Tree	18" x 18" x 10'	10
40	Spicewood	Tree	18" x 18" x 10'	10



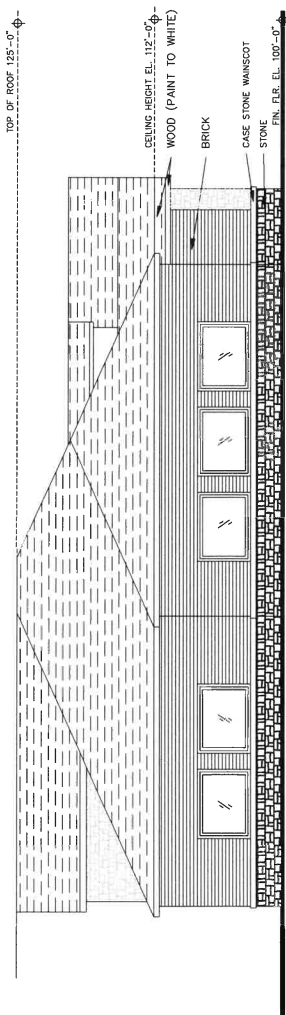
1 2 3 4 5 6 7 8 9 10 11 12 13 14

M	L	K	J	H	G	F	E	D	C	B	A
<p>J.C. HSU ARCHITECT 014-793-8297 info@jchsuarch.com</p>										<p>LUCAS VILLAGE CENTER 2006 COUNTY ROAD 1001A, LUCAS, TX 75002</p>	
<p>Elevations</p>										<p>Project No. A2017003 Date: 2018/4/21 Drawing No. A-2</p>	
<p>City Limits: _____ Revisions/Submissions: _____ No. _____ Date: _____</p>										<p>Drawn: _____ Checked: _____</p>	
<p>REGULATORY AGENCY REGISTERED ARCHITECT & ENGINEER STATE OF TEXAS 2018/1/21</p>										<p>Drawing Title</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
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City permits	2018-2-19	Date
Revisions/Submissions		
J.C. HSU ARCHITECT 614-793-5207 jc@jchsuarch.com		
LUCAS VILLAGE CENTER 2606 COUNTRY CLUB ROAD, LUCAS, TX 75702		
Elevations & Section		
Project No.	A2075003	Drawn
Date	2018/04/21	Checked
Drawing No.	A-2.1	

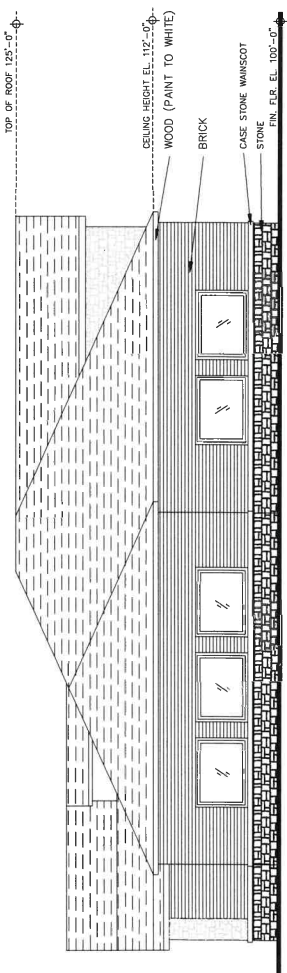
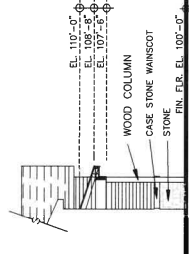


PROPOSED LEFT-HAND SIDE ELEVATION

SCALE 3/16" = 1'-0"

1
A2.1
PORCH SECTION

SCALE 3/16" = 1'-0"



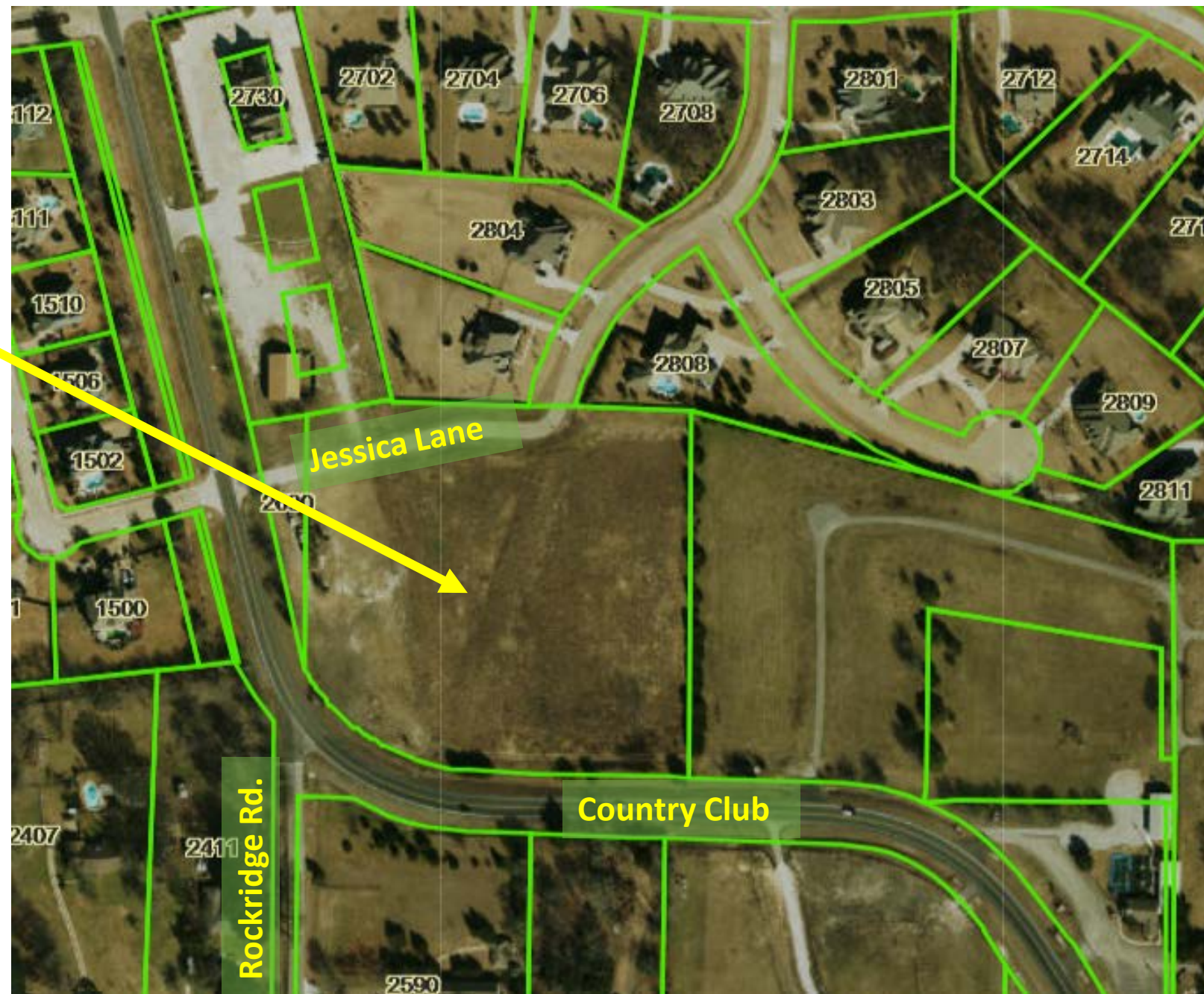
PROPOSED RIGHT-HAND SIDE ELEVATION

SCALE 3/16" = 1'-0"

NOTE: USE NATURAL COLOR OF MATERIAL UNLESS NOTED OTHERWISE.

M L K J H G 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

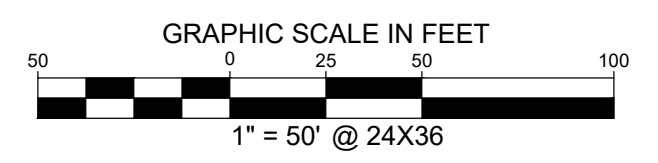
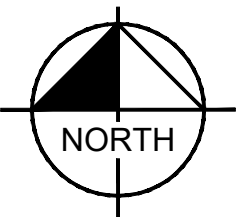
NA

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.

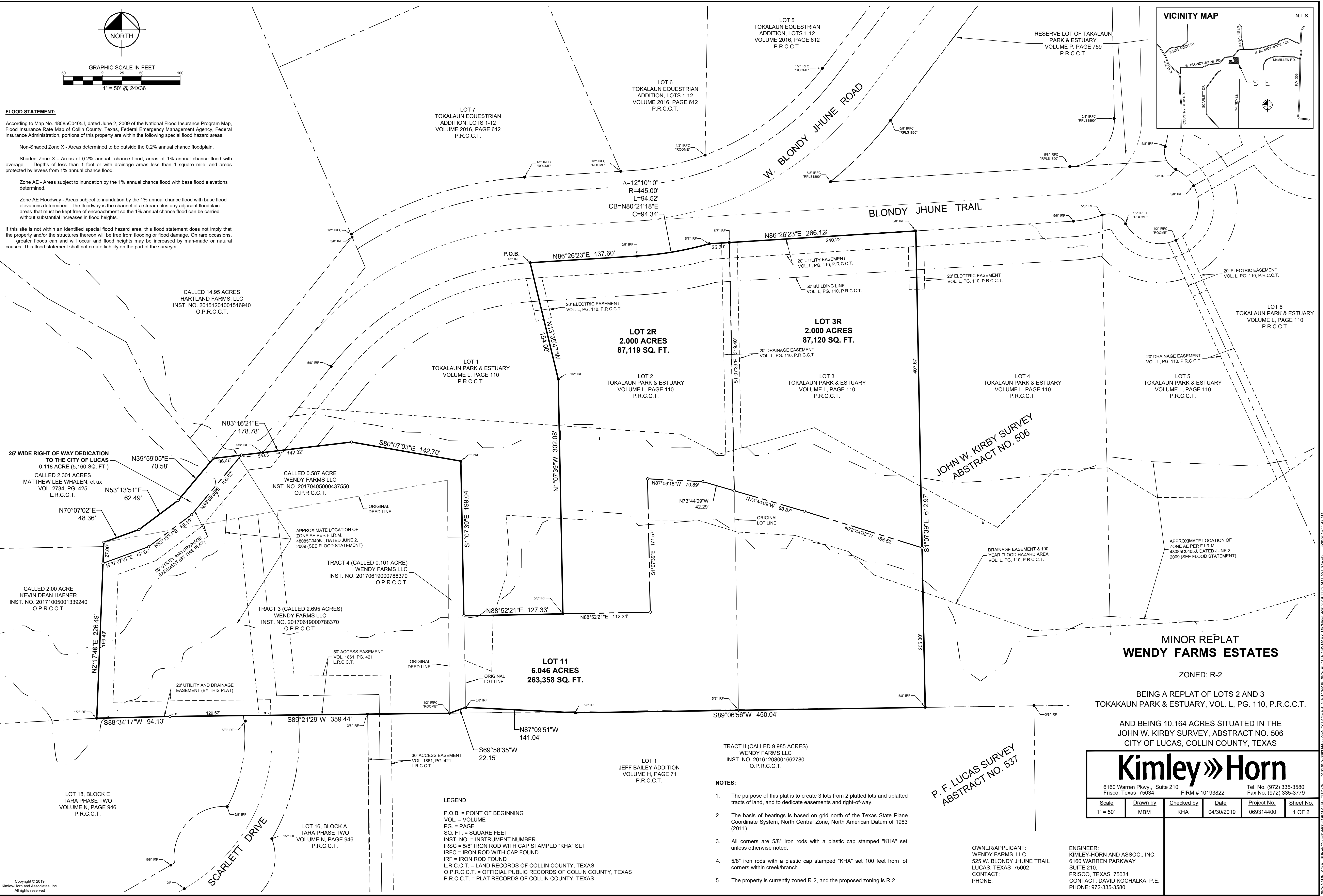
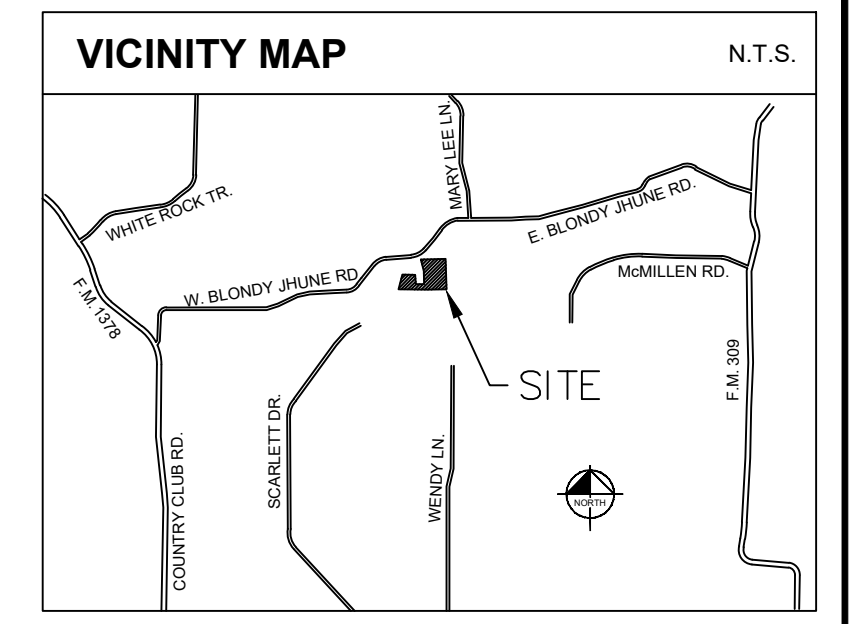


FLOOD STATEMENT:

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.



**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 1" = 50'	Drawn by MBM	Checked by KHA	Date 04/30/2019	Project No. 069314400	Sheet No. 1 OF 2

P. F. LUCAS SURVEY
ABSTRACT NO. 537

JOHN W. KIRBY SURVEY
ABSTRACT NO. 506

- 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.

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

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

Table with 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. Includes a small table with Scale, Drawn by, Checked by, Date, Project No., and Sheet No.

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: _____

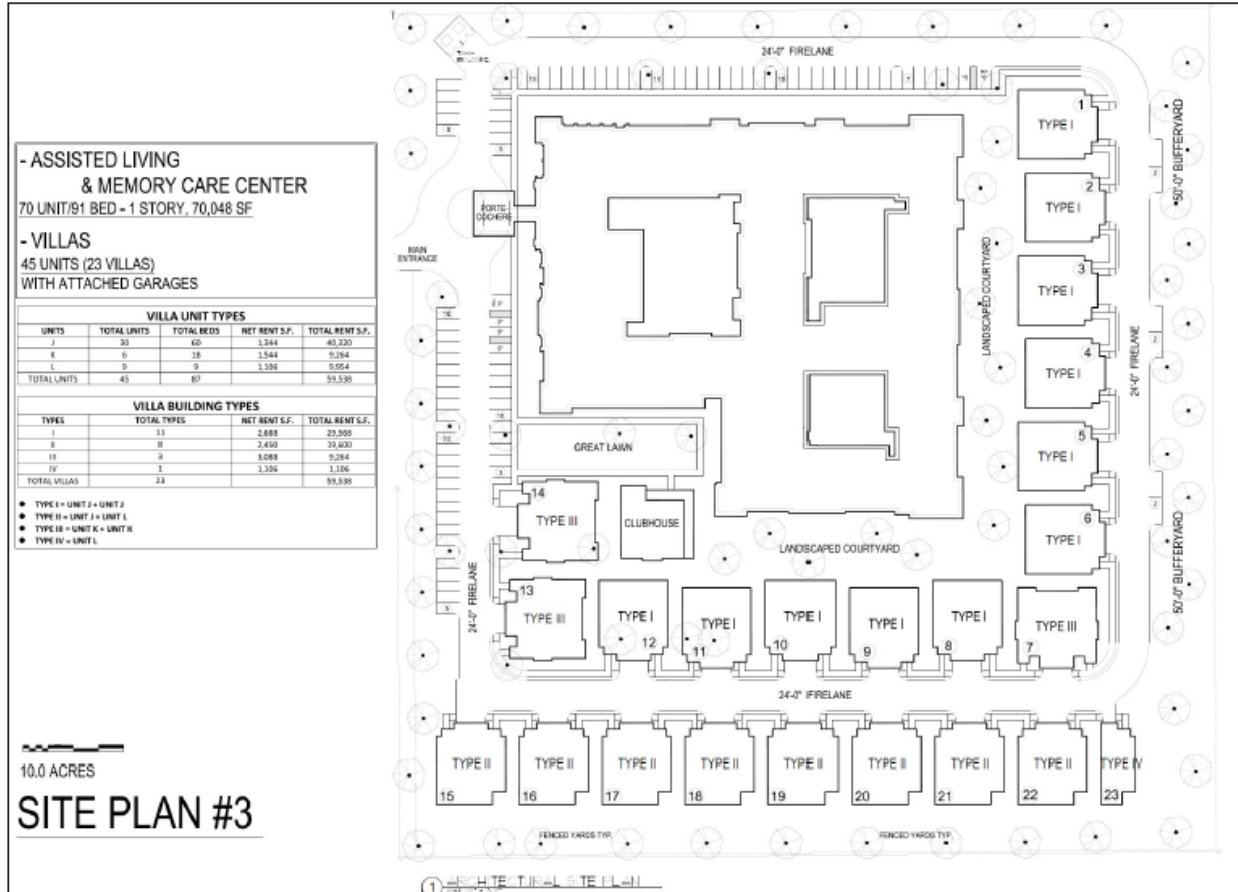
Exhibit A
Legal Description of the Property

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

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

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

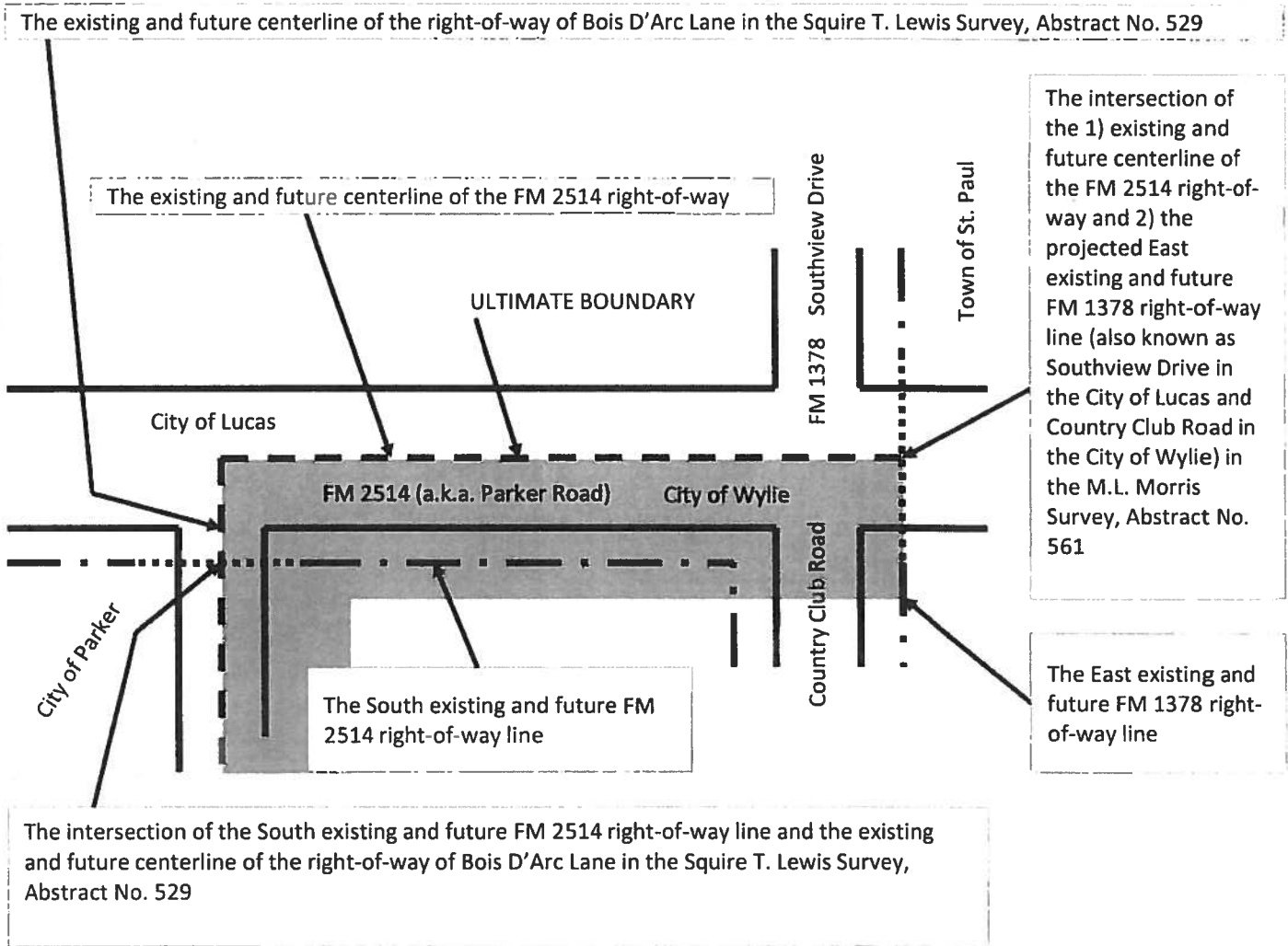


EXHIBIT "C"

Common Boundary Line Depiction

PART 2

SHEET 2 of 3

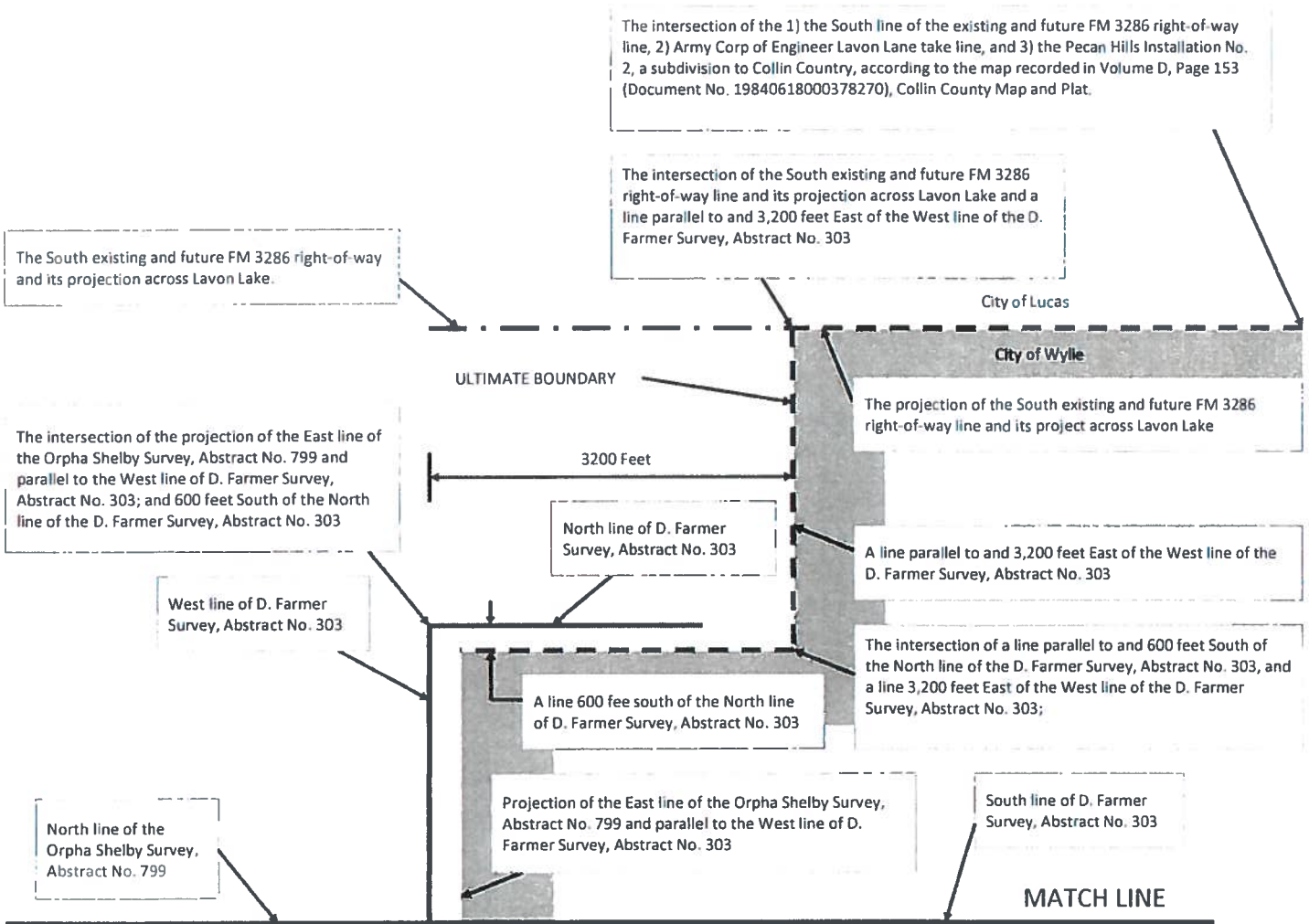
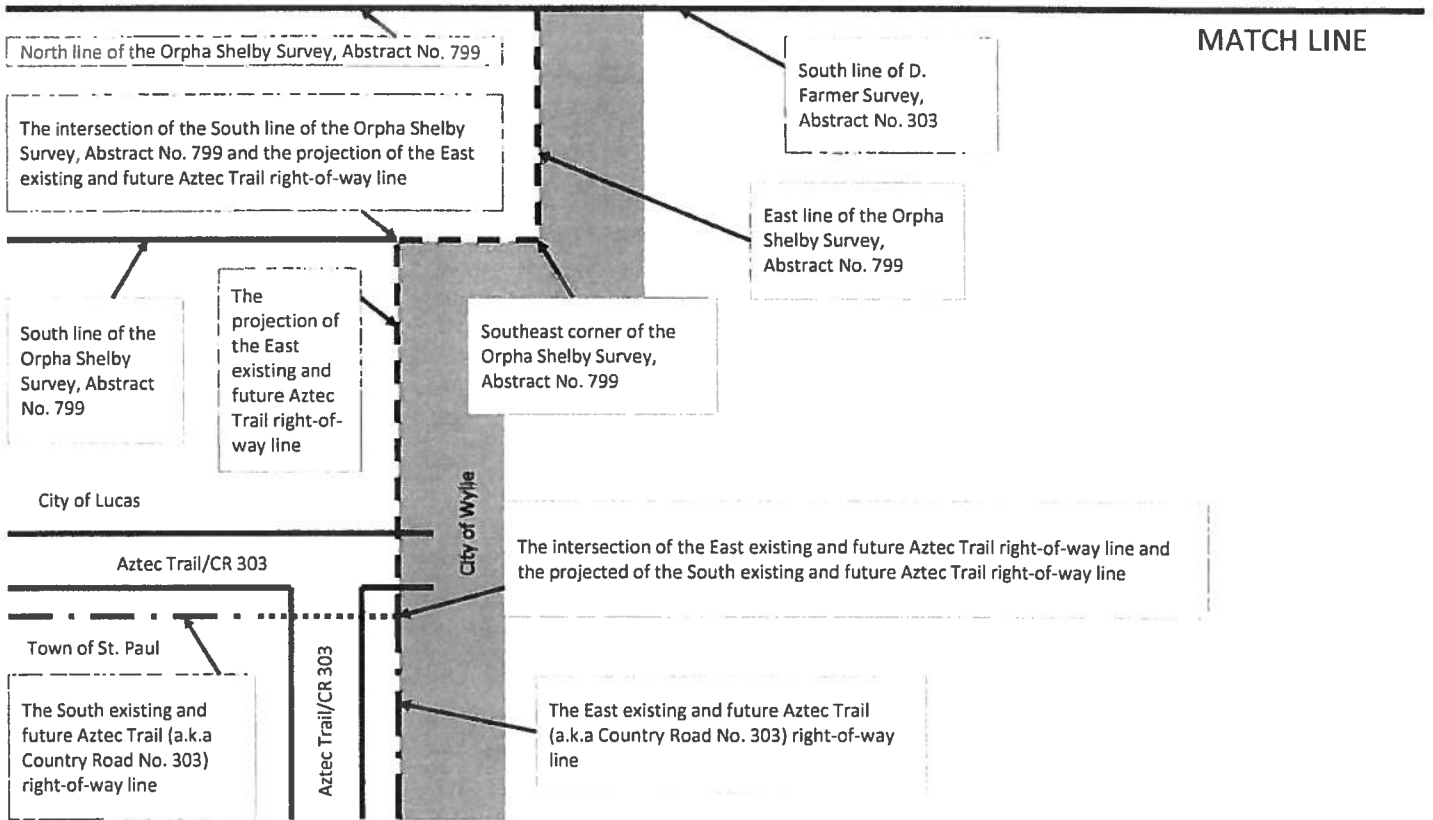


EXHIBIT "C"
Common Boundary Line Depiction
PART 2
 SHEET 3 of 3





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